IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

RFA No.232-2011
Decided on : 25.11.2019

Rumal & others

... Appellants

Versus

The Land Acquisition Collector & others ... Respondents

CORAM : HON'BLE MR.JUSTICE G.S. SANDHAWALIA

Present: Mr.Amit Jain, Advocate, for the appellants.

Mr.Shivendra Swaroop, AAG, Haryana.

Mr.Varun Issar, Advocate, for respondent No.3.

G.S. Sandhawalia, J. (Oral)

Present appeal, filed under Section 54 of the Land Acquisition Act, 1894 (for short, the 'Act') is directed against the award of the Reference Court, Gurgaon dated 09.10.2009 whereby the claim for enhancement of compensation was rejected. The notification under Section 4 was issued on 12.03.1999 and under Section 6 dated 13.07.1999 in question whereby the land measuring 2118 kanals 14 marlas, situated in Village Kadarpur, Tehsil Sohna District Gurgaon was acquired for the establishment of Group Centre for Central Reserve Police Force, Government of India, Ministry of Home Affairs.

The Land Acquisition Collector, vide award No.1 dated 31.12.1999 had fixed the market value at the following rates:

> "Rate of Rs.2,80,000/- for chahi land,
> Rs.1,70,000/- for Alabarani/ Magda land
> Rs.1,50,000/- for Bhood land and
> Rs.1,00,000/- for Banjar land."

The reasoning for declining the reference by the Reference Court is on two accounts, namely, that the sale deeds (Exs.P-1, P-3 & P-5 dated 05.10.1995 and 06.10.1995), whereby total land measuring 11 kanals 12 marlas, for the village in question, was sold was not executed within one year of the publication of the notification. Similarly, the reasoning was that neither vendor nor vendee had been produced. Resultantly, the claim for compensation @ Rs.50,00,000/- per acre was rejected.

Similarly, for the awards (Exs.P-7 & P-8) pertaining to the other villages, the Reference Court came to the conclusion that they were 4 to 6 kms from the acquired land and the purpose was also not same and therefore, they were not taken into consideration for assessing the market value.

Counsel for the appellants could not hold out that the second part of the reasoning pertaining to the awards for the adjoining villages, i.e. Mansi Samaspur, Jharsa etc. were relevant piece of evidence as admittedly, the said villages are not adjoining. The revenue estates of Ullahwas, Nangli Umarpur, Tigra, Dhola Umarpur, etc. intervened and were in between. In such circumstances, the market value for the adjoining village on the principle of adjoining land being similarly situated, cannot be claimed. Resultantly, this Court is left only with the sale deeds (Exs. P-1, P-3 and P-5). The reasoning, as such, for rejecting the said sale deeds was on the ground that the vendor and vendee had not been examined, is against the provisions of Section 51-A of the Act. Said provision reads as under:

> "51A Acceptance of certified copy as evidence. In any proceeding under this Act, a certified copy of a document registered under the Registration Act, 1908 (16 of 1908), including a copy given under section 57 of that Act, may be accepted as evidence of the transaction recorded in such document."

The Constitution Bench of the Apex Court in **Cement Corporation of India Ltd. Vs. Purya 2004 (8) SCC 270**, while examining the said provision, held that the certified copy of the sale deeds registered, had been wrongly rejected on the ground that the vendor and vendee had not been examined and the same can be taken in evidence. The view taken in **Land Acquisition Officer & another Vs. V.Narasaiah's (2001) 3 SCC 530** was, thus, approved. Relevant portions of the judgment read as under:

> 28. Section 51 A of the L.A. Act may be read literally and having regard to the ordinary meaning which can be attributed to the term 'acceptance of evidence' relating to transaction evidenced by a sale deed, its admissibility in evidence would be beyond any question. We are not oblivious of the fact that only by bringing a documentary evidence in the record it is not automatically brought on the record. For bringing a documentary evidence on the record, the same must not only be admissible but the contents thereof must be proved in accordance with law. But when the statute enables a court to accept a sale deed on the records evidencing a transaction, nothing further is required to be done. The admissibility of a certified copy of sale deed by itself could not be held to be inadmissible as thereby a secondary evidence has been brought on record without proving the absence of primary

evidence. Even the vendor or vendee thereof is not required to examine themselves for proving the contents thereof. This, however, would not mean that contents of the transaction as evidenced by the registered sale deed would automatically be accepted. The legislature advisedly has used the word 'may'. A discretion, therefore, has been conferred upon a court to be exercised judicially, i.e., upon taking into consideration the relevant factors.

29. In V.Narasaiah's case, this Court correctly understood the said scope and object of insertion of Section 51A in the LA Act when it held thus :

> "It was in the wake of the aforesaid practical difficulties that the new Section 51A was introduced in the LA Act. When the section says that certified copy of a registered document "may be accepted as evidence of the transaction recorded in such document" it enables the court to treat what is recorded in the document, in respect of the transactions referred to therein, as evidence."

xxxx xxxx xxxx

37. Having noticed the scope of Section 51A of the LA Act as understood by this Court in V. Narasaiah's case to be the correct interpretation, we will now consider whether such evidence is mandatorily binding on the authority or the court concerned or it is only an enabling provision.

A perusal of the sale deeds would go on to show that the land was purchased by one Bhagwan Dass, vendee. The total market value of the sale deeds, Exs.P1, P3 and P5 would work out to Rs.14,70,000/- and the per acre rate would come to Rs.10,13,793/-. Accordingly, keeping in view the above, this Court is of the opinion that said sale deeds, produced in evidence, can be taken into consideration for the purpose of assessing the market value and the same were wrongly rejected, as such. Counsel for the appellants has further relied upon the judgment in **Oil & Natural Gas Corporation Ltd. Vs. Rameshbhai Jivanbhai Patel 2008 (4) RCR (Civil) 487**, to submit that cumulative enhancement is liable to be granted for the time gap of 3 years 5 months. The principles laid down read as under:

> "11. Primarily, the increase in land prices depends on four factors-situation of the land, nature of development in surrounding area, availability of land for development in the area, and the demand for land in the area. In rural areas unless there is any prospect of development in the vicinity, increase in prices would be slow, steady and gradual, without any sudden spurts or jumps. On the other hand, in urban or semi-urban areas, where the development is faster, where the demand for land is high and where there is construction activity all around, the escalation in market price is at a much higher rate, as compared to rural areas. In some pockets in big cities, due to rapid development and high demand for land, the escalations in prices have touched even 30% to 50% or more per year, during the nineties. On the other extreme, in remote rural areas where there was no chance of any development and hardly any buyers, the prices stagnated for years or rose marginally at a nominal rate of 1% or 2% per annum. There is thus a significant difference in increases in market value of lands in urban/semi-urban areas and increases in market value of lands in the rural areas. Therefore if the increase in market value in urban/semi-urban areas is about 10% to 15% per annum, the corresponding increases in rural areas would at best be only around half of it, that is about 5% to 7.5% per annum. This rule of thumb refers to the general trend in the nineties, to be adopted in the absence of clear and specific evidence relating to increase in prices. Where there are special reasons for applying a higher rate of increase, or any specific evidence relating to the actual increase in prices, then the increase to be applied would depend upon the same. "

Keeping in view the fact that the land is situated in Gurgaon and rapid development has taken place there, this Court is of the opinion that 10% enhancement is liable to be granted for the intervening period of 3 years 5 months. The same with cumulative effect would work out as under:

Year	**Increase @ 10%**	**Market value**
1st	Rs.10,13,793 + Rs.1,01,379 =	Rs.11,15,172/-
2nd	Rs.11,15,172 + Rs.1,11,517 =	Rs.12,26,689/-
3rd	Rs.12,26,689 + Rs.1,22,668 =	Rs.13,49,358/-
5 months	Rs.13,49,358 + Rs.56,223 =	Rs.14,05,581/-

A 20% cut on Rs.14,05,581/-, on account of smallness of sale deed of 11 kanals 12 marlas to the land acquired to the tune of 2118 kanals 14 marlas, would make the market value @ Rs.11,22,216 per acre along with all statutory benefits.

It is relevant also to note that for the subsequent notification later whereby land was acquired for the purpose of the Academy for the Central Reserve Police Force, vide notification dated 04.07.2003, this Court in RFA-1374-2013 titled Ram Pal & others Vs. State of Haryana, decided on 30.10.2019, fixed the market value @ Rs.25,60,000/- per acre along with all statutory benefits, allowing the appeals of Union of India and reducing the amount from Rs.40,00,000/- per acre, as awarded by the Reference Court.

Resultantly, in view of the above discussion, the market value for the land acquired of Village Kadarpur, market value is fixed @ Rs.11,22,216/- per acre along with all statutory benefits.

NOVEMBER 25th, 2019 **(G.S. SANDHAWALIA)**
SAILESH **JUDGE**

Whether speaking/reasoned: Yes/No
Whether Reportable: Yes/No