

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

RFA No.7108 of 2012 & other
connected appeals
Pronounced on : 31.05.2019

Rampal and others (II) ... Appellants

Versus

Land Acquisition Collector and another ... Respondents

Appeals filed by the landowners	Appeals field by the State	Date of Award	Village
First Notification dated 01.05.2006			
RFA Nos.1383, 1384, 1387, 1657, 2549, 2550, 2551, 2552, 2875, 3541, 5211, 5212, 5213, 5214, 5215 & 5588 of 2013 RFA Nos.3272, 3273 of 2015		27.11.2012	Pehladpur
RFA Nos.2226, 2612, 3002, 3421 & 3422 of 2016 RFA No.1108 of 2017	RFA Nos.631, 633, 634, 635, 636, 637, 682, 683 & 684 of 2018	15.01.2016	Sihi
RFA Nos.7108, 7109, 7110, 7111, 7112, 7113 & 7114 of 2012 RFA Nos.477, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 1217, 1408, 1480, 1481, 2199, 2200, 2223, 2224, 2361, 2377, 2379, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2560, 2561, 2581, 2583, 2584, 2585, 2612, 3330, 3331, 4419, 5084, 5602, 6540 & 8046 of 2013 RFA Nos.2255, 2256, 3708, 4465, 4588, 4595 & 4596 of 2015 RFA Nos.844, 2069 & 3959 of 2016 RFA No.1325 of 2017 RFA No.4162 of 2018		28.09.2012 28.11.2012 06.10.2014 16.10.2014 08.01.2015 12.03.2015 24.03.2015 08.09.2016 19.08.2017	Bhatola/Baroli
RFA Nos.5550, 6707, 7674 & 7675 of 2014 RFA Nos.3059, 3060 & 3061 of 2015		24.02.2014	Murtazapur
Appeals filed by the landowners	Appeals field by the State	Date of Award	Village
Second Notification dated 07.02.2008			
RFA Nos.5597, 6093, 6095, 6096, 6097, 6542, 6802, 6803, 6968, 6969, 6970, 6971, 6972, 6973, 6974, 7891, 7892, 7996 & 7997 of 2013 RFA Nos.843, 860, 1015, 1016, 1107, 1239, 1510, 5253, 7240, 7320 & 7662 of 2014 RFA No.6517 of 2015 RFA No.3360, 3870 of 2016 RFA No.462 of 2019		01.06.2013 22.04.2014 20.08.2015 04.11.2015 21.04.2016	Bhatola

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RFA Nos.3326, 3327, 3379, 3920, 3921 3922, 3923, 3924, 3925, 3926, 3927, 3928, 3929, 3930, 4314, 4377, 4381, 4730, 5209, 5251, 5252, 5255, 5257, 5260, 6342, 6513, 6665, 6666, 6667, 6668, 6669, 6670, 6672, 6673, 6674, 6675, 6676, 6677, 6678, 6679, 6680, 6681, 6682, 6683, 6684, 6685, 6686, 6687, 6688, 6689, 6690, 6691, 6692 & 6693 of 2013 RFA Nos.379, 3690, 4241, 5295, 5556, 5558, 7200, 9096 of 2014 RFA Nos.333, 904, 4750, 4753, 6385 & 6386 of 2015 RFA Nos. 1334, 1335, 1336, 1337 & 3342 of 2016 RFA No.3656, 3657, 5203, 6329 of 2018 RFA No.1856 of 2019		22.01.2013 27.02.2013 20.01.2014 25.01.2014 08.05.2014 13.11.2014 18.12.2014 13.01.2016 14.01.2016 26.05.2016 04.11.2016 07.08.2014	Fajjupur Majra Neemka
RFA Nos.851, 1018, 1019, 1020, 1612, 1613, 2164, 2165, 2218, 2219, 2798, 2799, 3662, 3673, 3681, 6714, 6716, 7849, 8064, 8161, 8162, 8163, 8699, 8700, 8701, 8702, 8972, 9094, 9596 & 9597 of 2014 RFA Nos.2296, 2297, 2298, 2299, 2300 of 2015 RFA Nos. 1864, 2816, 2835 of 2016 RFA Nos.321, 322, 384 and 5010 of 2017 RFA No.5203, 5253 of 2018		27.09.2013 17.04.2014 21.04.2014 07.05.2014 09.05.2014 08.12.2014 02.11.2015 30.11.2015	Neemka
RFA Nos.2195, 3391, 3680, 3682, 3728, 3729, 3730, 3991, 3992, 3993, 3994, 3995, 3996, 4391, 4781, 4782, 4784, 5302, 5330, 5331, 5332, 6280 & 6327 of 2014 RFA No.8394, 13614 of 2018		19.12.2013 03.11.2015 20.05.2016	Faridpur
RFA Nos.8080, 8081, 8082 & 8102 of 2014 RFA Nos.61, 62 & 1528 of 2016		26.03.2014	Murtazapur

Appeals filed by the landowners	Appeals field by the State	Date of Award	Village
Third Notification dated 14.08.2008			
RFA Nos.459, 460, 461, 462, 463, 464, 812, 1655, 1656, 1657, 1658, 1659, 1660, 1661, 1662, 1663, 1664, 3276, 3277, 5548 & 8668 of 2014		24.05.2013 24.08.2013	Mirjapur/ Murtazapur
RFA Nos.6935 & 6936 of 2013 RFA Nos.822, 1618, 1619, 1620, 2785, 5264, 5362, 5366, 5367, 9157, 9159, 9369, 9370 & 9371 of 2014 RFA No.435 & 6509 of 2015 RFA No.2731 of 2016 RFA No.2658, 2660 of 2018		13.08.2013 21.05.2015 04.11.2015 01.12.2015 07.04.2016	Bhupani

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RFA Nos.1473, 1474, 1475, 1476, 1477, 1478, 1479, 2144, 2198, 4666, 7767, 8068, 8887, 8888, 8889 & 8890 of 2014	RFA Nos.9840 of 2014 XOBJR-37-CI-2015 in/and RFA-9855-2014	30.10.2013	Riwajpur
RFA Nos.7440, 7441, 7442, 8729, 8730, 8731 & 8870 of 2014 RFA No.3242 of 2017		24.03.2014	Pehladpur
RFA Nos.5426, 5454, 6328, 6507, 6508, 6509, 6510, 6941, 7397, 7398, 7399, 7400, 8857 & 9418 of 2014 RFA No.2480 of 2018		22.02.2014 31.01.2017	Badshahpur
RFA Nos.4033, 4316, 4369, 4648, 4651, 4652, 5082, 5442, 5462, 6204, 7208, 7209, 7274, 7374, 7375, 7376, 7377, 7378, 7379, 7380, 7381, 7905 of 2013 RFA Nos.586, 861, 1276, 1277, 2138, 2313, 2842, 2843, 2844, 2845, 2846, 2848, 3367, 3407, 5252, 7207, 7681, 8464 & 8465 of 2014 RFA No.1372, 1390 & 3065 of 2015 RFA Nos.3346, 3348 of 2016 RFA No.2659 & 3655 of 2018		11.07.2013 25.04.2014 01.12.2015 18.03.2015 06.05.2016 24.05.2016 13.10.2016	Fajjupur Majra Neemka
RFA Nos.4031, 4032, 4649, 4650, 4653, 4839, 4841, 4843, 5227, 5228, 5229, 5230, 5231, 5232, 5233, 5234, 5235, 5236, 5237, 5435, 5436, 5437, 5438, 5439, 5440, 5443, 5444, 5445, 5463, 5464, 5492, 5493, 5494, 5495, 5600, 6203, 6205, 6206, 6375, 6547, 7907 & 7908 of 2013 RFA Nos.4243, 7375 and 7661 of 2014 RFA No.3509 & 3510 of 2016 RFA Nos.633, 751, 752, 753, 754, 3275, 3276, 3277, 3278 & 3867 of 2017 RFA No.1426, 2659, 2661 of 2018 RFA No.134, 390, 391 & 1264 of 2019	XOBJR-43-CI-2014 in/and RFA-317-2014 XOBJR-20-CI-2014 in/and RFA-336-2014 XOBJR-37-CI-2014 in/and RFA-321-2014	27.02.2013 03.09.2013 27.10.2016 21.04.2017 27.07.2018 10.08.2018	Neemka
RFA Nos.940, 941, 1025, 1033, 1346, 1347, 1348, 1618, 1949, 1951, 2006, 2007, 2008, 2009, 2010, 3427, 4095, 4658 & 4760 of 2016 RFA No.2666 & 3967 of 2017 RFA No.4159 of 2018 RFA No.242, 578 of 2019	RFA Nos. 1488, 1489, 1490, 1491, 1492, 1493, 1494, 1495, 1496, 1497, 1498, 1499, 1500, 1501, 1502, 1503, 1504, 1505, 1506, 1507, 1508, 1509, 1510, 1511, 1512, 1513, 1514, 1515, 1516, 1531, 1938, 1939, 1940, 1941, 1942, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950, 1951, 1952,	01.12.2015 16.10.2015 26.09.2017	Budhena

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	1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2135 & 2136 of 2019		
RFA Nos.4281, 4654, 4655, 4656, 5238, 5268, 5356, 5357, 5358, 5359, 5360, 5361, 5362, 5363, 5364, 5365, 5366, 5596, 6200, 6201, 6202, 6311, 6312, 6313, 6314, 6315, 6318, 6319, 6320, 6321, 6322 & 6514 of 2013 RFA No.4473 of 2015		18.03.2013	Kheri Khurd
RFA Nos.5398, 5484, 5485, 6155, 6156, 6268, 6269, 6270, 6271, 6272, 6273, 6274, 6275, 6276, 6277, 6278, 6279, 6280, 6281, 6282, 6283, 6284, 6285, 6286, 6287, 6288, 6289, 6290, 6291, 6292, 6293, 6470, 7123, 7261 & 8003 of 2013 RFA Nos.825, 1069, 1070, 1071, 2153, 2171, 8970, 9562 of 2014 RFA Nos.43, 736, 737, 888, 5398 & 6378 of 2015 RFA No.1394, 1469, 2440, 2841 of 2017 RFA No.2258 of 2018 RFA Nos.460 & 461 of 2019		27.05.2013 20.11.2013 07.07.2014 01.10.2016 25.11.2016 09.02.2017 09.05.2017	Kheri Kalan
RFA Nos.4520, 4521, 4522, 4523, 4832, 4833, 4864, 4865, 5246, 5449, 5450, 5451, 5452, 5453, 5454, 5599, 5624, 5625, 5629, 6092, 6101, 6103, 6361, 6396, 6397, 6421, 6423, 6500, 6501, 6600, 6601, 6614, 6615, 6792, 6793, 6794, 6798, 6979, 6791, 7236 & 8045 of 2013 RFA Nos.862, 973, 1578, 2120, 2194, 2742, 3366, 3372, 3410, 3614, 3615, 3616, 3617, 3618, 3619, 3620, 3621, 3622, 3623, 3624, 7242, 8635 & 10284 of 2014 RFA No.1374 of 2015 RFA Nos.158, 311, 672, 983, 1089, 1996, 2224, 2225, 2240, 3523 & 3958 of 2016 RFA No.1095, 3225 of 2017 RFA Nos.2683, 5221, 5222, 5223, & 5252 of 2018 RFA No.953 of 2019		30.04.2013 01.11.2013 24.03.2014 17.10.2014 30.05.2016 04.08.2016 26.04.2018	Bhatola/Baroli

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RFA Nos.4520, 4692 & 4693 of 2016 RFA No.2013, 2812 of 2017 RFA Nos.2684 & 4157 of 2018 RFA No.459 of 2019	RFA No.1532, 1533, 1534, 1535, 1536, 1537, 1538, 1539, 1540, 1541, 1542, 1543, 1544, 1545, 1546, 1547 of 2019	05.01.2016 05.10.2016 20.03.2017	Mawai
RFA Nos.1380, 1381, 1382, 1383, 1384, 1385, 1386, 1387, 1388, 1389, 1390, 1391, 1392, 1393, 1394, 1400, 1401, 2113, 2566, 2568, 2955, 3885, 4492, 4493, 4680, 4954 of 2016 RFA No.1511 of 2017 RFA No.2754 of 2018		01.12.2015 12.02.2016 31.05.2016	Wazirpur
RFA Nos.3066, 3276, 3277, 3278, 3331, 3332, 3333, 3334, 3335, 3336, 3337, 3338, 3339, 3405, 3563, 3564, 3565, 4403, 4415, 4444, 4772, 4773, 7133, 7355, 7356, 7357, 7358 & 7359 of 2015 RFA No. 1861 of 2016 RFA No.467 of 2017 RFA No.2662, 4262 & 4263 of 2018 RFA No.135, 1231 of 2019	RFA No.4941 of 2015 RFA No.321 of 2016	05.03.2015 09.04.2015 04.09.2015 14.12.2015 03.11.2015 04.11.2015 05.01.2016 23.02.2016 18.10.2018	Baselwa
RFA Nos.5303, 5335, 5336, 5337, 5433, 5455, 5456, 7712, 8056, 8070, 8976, 9003 & 9058 of 2014 RFA No.434 of 2015 RFA No.3479 of 2017		15.03.2014 08.05.2014	Tikawali
RFA Nos.5405, 5406, 5407, 5408, 6063, 6064, 6065, 6066, 6067, 6324, 6339, 7372, 7690, 7700, 8821, 9087, 9095 & 9559 of 2014 RFA No.899 of 2015 RFA No.4160 of 2018		01.03.2014 25.04.2014 01.05.2014	Palwali
RFA Nos.4199, 4200, 4202, 4211, 4212, 4213, 4215, 4387, 4388, 4422, 6135, 6408, 6409, 6410, 6411, 6715, 9114, 9144, 9550, 9551 & 9716 of 2014 RFA No.4161, 4537 of 2018 RFA No.722 of 2019		17.01.2014 16.10.2015 06.09.2016 28.10.2017 26.04.2018	Faridpur

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

Present: Mr. Shailendra Jain, Senior Advocate with
Ms. Anupama Arigala, Advocate,
Mr. Akshay Bhan, Senior Advocate with
Mr. Santosh Sharma, Advocate,
Mr. Ashok Aggarwal, Advocate,
Mr. S.K. Tripathi, Advocate,

Mr. Adarsh Jain, Advocate,
Mr. Sushil Jain, Advocate,
Mr. Kulbhushan Sharma, Advocate,
Mr. Ram Bilas Gupta, Advocate,
Mr. Bikram Chaudhary, Advocate,
Mr. Shiv Kumar, Advocate,
Mr. Amit Jain, Advocate,
Mr. R.D. Bawa, Advocate,
Mr. Anand Bhardwaj, Advocate,
Mr. Sandeep Jindal, Advocate,
Mr. Gaurav Singla, Advocate,
Mr. Tushar Sharma, Advocate,
Mr. Manoj Sood, Advocate,
Mr. Sandeep Sharma, Advocate,
Mr. B.R. Rana, Advocate,
Mr. Chirag Kundu, Advocate,
Mr. Kunal Dawar, Advocate,
Mr. R.K. Kapoor, Advocate,
Mr. Deepender Singh, Advocate,
Mr. Aditya Jain, Advocate,
Mr. Vikas Chaudhary, Advocate,
Mr. Sunil Kumar Rana, Advocate,
Mr. J.S. Saneta, Advocate, for the landowners.

Mr. Sudeep Mahajan, Addl. AG, Haryana,
Ms. Vibha Tiwari, AAG, Haryana,
Mr. Shivendra Swaroop, AAG, Haryana.

G.S. Sandhawalia, J.

The present judgment shall dispose of 939 appeals filed under Section 54 of the Land Acquisition Act, 1894 (for short 'the Act'), out of which 809 are filed by the landowners and 130 filed by the State alongwith 4 cross-objections. The three notifications under Section 4 of the Act in question are dated 01.05.2006, 07.02.2008 and 14.08.2008. Vide the first notification the land was acquired for development and utilisation thereof as residential and commercial areas in Sectors 75 and 80, Faridabad. Thereafter, vide second notification the land was acquired for development of residential and commercial areas in Sectors 76, 77

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and 78, Faridabad and vide third notification the land was acquired for the Master Plan Roads of Sector 75 to 89, Faridabad.

2. It is pertinent to mention that the matters have come on remand from the Apex Court, after the matters had been decided by a Coordinate Bench of this Court on 16.09.2015 in '**Rampal and others Vs. Land Acquisition Collector and another**', 2016 (1) RCR (Civil) 494. The reason for remand primarily was that this Court had relied upon judgment dated 03.09.2014 passed in **RFA No.2075 of 2012 'Sohan Lal and another Vs. State of Haryana and others'**, which was also pertaining to District Faridabad and whereby the land of adjacent villages was acquired for the purpose of development of the Industrial Model Township. The said notification was of 31.07.2006 and pertaining to villages Sotai, Nawada Tigaon, Mujeri, Machgar and Chandawali.

3. Resultantly, while noticing that there was no difference in location of the land acquired which forms part of Sectors 68 and 69, as Sectors 75 and 80 for which the land in question was acquired and Sectors 68 and 69 are located beyond Agra Canal from the city of Faridabad in parallel line, it was held that there were no special advantages or disadvantages attached to both the lands. Therefore, the same amount was granted for the first notification dated 01.05.2006 @ Rs.1,230/- per square yard by enhancing it from Rs.585/- per square yard as granted by the Reference Court. Thereafter, for the second notification dated 07.02.2008 20% enhancement was granted for the time gap of 1 year and 9 months to grant the compensation @ Rs.1,700/- per square

yard. Similarly, for the third notification dated 14.08.2008, keeping in view the time gap of 6 months, compensation was enhanced to Rs.1,870/- per square yard. However, for the notification dated 14.08.2008 the land which fell within the municipal limits and had more potential 15% increase was granted and, accordingly, Rs.2,000/- per square yard was granted.

4. The Apex Court while remanding the matters in **Civil Appeal No (s).21014-21016 of 2017 'Premwati & others Vs. State of Haryana and another'** decided on 06.12.2017, came to the conclusion that the sale deeds had not been taken into consideration and there was no discussion or finding with regard to the relevance or reliability of the same to deny the claim and, therefore, the discussion of the exemplars had not taken place in support of higher compensation. It was further noticed that the said exercise had resulted in reducing the compensation in cases of some villages. The said village was namely Baselwa wherein Rs.2900/- per square yard had been assessed at the first instance by the Reference Court. The peculiar features of each case and the evidence adduced had to be gone into regarding the location, condition and value etc. of the land involved and, thus, the matters have been remanded for fresh disposal. The relevant part of the abovesaid order reads as under:-

“11. Before parting, we would like to say that clubbing of cases of different villages for disposal by one common judgment has the potential, as has been demonstrated in the present case, of overlooking the peculiar features of each case and the evidence

adduced with regard to the location, condition, value, etc. of the land involved. The anxiety of any Court for efficacious disposal of cases pending before it is understandable but, at the same time, such anxiety must not be allowed to overrule the need of a fair and comprehensive consideration of the materials on record and recording of adequate reasons for accepting or discarding the evidence adduced. We hope and trust that the High Court of Punjab and Haryana in deciding the future litigations involving land acquisition compensation will keep the above principle in mind. ”

Facts of 1st Notification dated 01.05.2006

5. Vide notification dated 01.05.2006, the land of 5 villages measuring 342.5 acres was acquired for development and utilisation thereof as residential and commercial areas in Sectors 75 and 80, Faridabad, detail of which in the tabular form is as under:-

Sr. No.	Village	Hadbast No.	Land measuring
1.	Badoli/Baroli	116	220.99 acres
2.	Sihi	80	40.62 acres
3.	Murtazapur	97	12.78 acres
4.	Pehladpur	117	54.44 acres
5.	Bhatola	115	13.22 acres
Total Area			342.5 acres

6. Vide Award dated 22.07.2008 The Land Acquisition Collector (for short 'the Collector') assessed compensation @ Rs.16 lakhs per acre. Vide letter dated 08.05.2012 (Ex.RX) Rs.26 lakhs per acre was offered by the State, but subject to the consent of the landowners, who however had filed reference petitions.

7. The first set of 96 cases pertaining to village Badoli/Baroli,

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Hadbast No.116 was decided on 28.09.2012, lead case of which was **LA Case No.91 of 2010 'Rampal and others Vs. Land Acquisition Collector and others'**, whereby Rs.585 per square yard (Rs.28,31,400/- per acre) was granted by the Reference Court. The Reference Court took into consideration Ex.P58 which was executed on 25.09.2005 for 28 kanals 6 marlas of land and market value of which worked out @ Rs.735/- per square yard and sale deed dated 20.12.2005 (Ex.P59) which was for 16 kanals 13 marlas of land, market value of which worked out @ Rs.806/- per square yard, which showed rising trend. Resultantly, reliance was placed upon the later sale deed dated 20.12.2005 (Ex.P59) and a 10% increase was granted on the same for the difference between the time period to assess the market value @ Rs.835.10/- per square yard. Accordingly, keeping in view the land acquired was 220 acres for the said village, a 30% cut was applied to offset the area which was to be left for roads and parks etc. and market value was assessed @ Rs.585/- per square yard. Following the same various other awards dated 06.10.2014, 16.10.2014, 08.01.2015, 24.03.2015, 08.09.2016 & 19.08.2017 were passed.

8. It is also pertinent to notice that the State appeals which were filed against 96 awards dated 28.09.2012 of Badoli/Baroli were dismissed on 04.03.2013, lead case of which was **RFA No.1224 of 2013 'State of Haryana and another Vs. Rampal and others'** against the award of Rs.585/- per square yard. Admittedly, vide communication dated 31.05.2013, the opinion of the Advocate General, Haryana was respected

and it was held that it was not a fit case for filing SLP.

9. Thereafter, for village Pehaladpur, Hadbast No.117, which is the adjoining village, vide Award dated 27.11.2012, the same amount was granted, keeping in view the amount of **Rampal's case (supra)** and on 24.12.2014 for village Murtezapur, Hadbast No.97 the same amount was granted.

10. However, on 12.03.2015 for village Bhatola, Hadbast No.115, in view of the better evidence being produced in the form of sale deed dated 27.04.2006 (Ex.P5) in favour of M/s Triveni Infrastructure Development Company Ltd., which was for 57 kanals 19 marlas of land for the said revenue estate, whereby the land was sold @ Rs.1797 per square yard, a 50% cut was applied and Rs.900/- per square yard (Rs.43,56,000/- per acre) was granted.

11. Similarly on account of enhancement by this Court at a earlier point of time on 16.09.2015 @ Rs.1,230/- per square yard in **Rampal's case (supra)** as noticed above for the said notification of other villages, for village Sihi, Hadbast No.80, the Reference Court while deciding land references on 15.01.2016 enhanced the compensation to Rs.1,415/- per square yard (Rs.68,48,600/- per acre). It was kept in mind that the land fell within the Municipal Corporation, Faridabad and since 15% increase had been granted by this Court for the land falling within the municipal limits, the same benefit was granted for village Sihi.

Facts of 2nd Notification dated 07.02.2008

12. Vide notification dated 07.02.2008, the land of 6 villages

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measuring 371.1 acres was acquired for development of residential and commercial areas in Sectors 76, 77 and 78, Faridabad, detail of which in the tabular form is as under:-

Sr. No.	Village	Hadbast No.	Land measuring
1.	Fajjupur Majra Neemka	98	152.58 acres
2.	Bhatola	115	72.18 acres
3.	Neemka	96	53.17 acres
4.	Faridpur	99	59.95 acres
5.	Murtazapur	97	33.22 acres
6.	Badoli/Baroli	116	No appeal filed
Total Area			371.1 acres

13. It is pertinent to notice that village Bhatola, Murtazapur and Badoli/Baroli are common villages for the first notification also. Vide Award dated 24.04.2009, the Collector had assessed the compensation @ Rs.42 lakhs per acre up from Rs.16 lakhs earlier offered which had been further conditionally enhanced to Rs.26 lakhs per acre.

14. Vide the first Award dated 22.01.2013 for village Fajjupur Majra Neemka, Hadbast No.98, whereby 91 reference petitions were decided lead case of which was **LA Case No.1192 of 2011 'Dushyant Kumar and others Vs. State of Haryana and others'**, a sum of Rs.1,052/- per square yard (Rs.50,91,680/- per acre) was awarded by the Reference Court. Reliance was placed upon the sale deed dated 23.12.2005 (Ex.P61), which was for 15 kanals 6 marlas of land and was sold @ Rs.1,240/- per square yard (Rs.60,01,600/- per acre). On the same 30% cut was applied, keeping in view the largeness of the acquisition and for the purpose of development. The said sale deed was

preferred and having been executed between private persons whereas land in other sale deeds had been purchased by builders etc. and were having a higher market value. Following the said award subsequent awards were passed on 20.01.2014, 22.01.2014, 25.01.2014, 08.05.2014, 07.08.2014, 13.11.2014, 18.12.2014, 13.01.2016, 14.01.2016 and 26.05.2016 for the said village.

15. For village Bhatola, Hadbast No.115, while deciding 37 land references on 01.06.2013, the award passed in **Dushyant Kumar's case (supra)** was followed on the ground that they were acquired vide the same acquisition and for the same purpose. Following the said award, subsequent awards dated 22.04.2014, 20.08.2015, 04.11.2015 and 21.04.2016 were passed granting the same amount of compensation also relying upon Award dated 31.07.2015 passed in **LA Case No.105 of 2013 'Mahavir and another Vs. State of Haryana and others (Ex.P1)**.

16. For village Neemka, Hadbast No.96, vide Award dated 27.09.2013, while deciding 48 reference petitions, lead case of which was **LA Case No.1093 of 2011 'Ram Karan (since deceased) through his legal heirs Vs. The State of Haryana and others'** reliance was placed upon the judgment passed in **Dushyant' case (supra)** to award the same amount of compensation. The said award was, thereafter, followed by awards dated 17.04.2014, 21.04.2014, 07.05.2014, 09.05.2014, 08.12.2014, 02.11.2015 and 30.11.2015 granting the same amount of compensation.

17. For village Faridpur, Hadbast No.99, vide Award dated

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19.12.2013, while deciding 29 references, lead case of which was **LA Case No.1263 of 2011 'Ahmad Wasi Vs. State of Haryana and others'**, same view was followed. The said award was, thereafter, followed by Award dated 03.11.2015 and 20.05.2016.

18. For village Murtazapur, Hadbast No.97, vide Award dated 26.03.2014, while deciding 11 reference petitions, lead case of which was **LA Case No.1250 of 2011 'Narpat Singh Vs. State of Haryana and others'**, the Reference Court again relied upon **Dushyant's case (supra)** to grant Rs.1,052/- per square yard.

Facts of 3rd Notification dated 14.08.2008

19. Vide notification dated 14.08.2008, the land of as many as 19 villages measuring 934.4 acres was acquired for development of Master Plan of Roads of Sector 75 to 89, Faridabad, details of which in the tabular form are given as under:-

Sr. No.	Village	Hadbast No.	Land measuring
1.	Neemka	96	94.44 acres
2.	Kheri Khurd	114	51.46 acres
3.	Bhatola	115	119.71 acres
4.	Kheri Kalan	113	94.67 acres
5.	Fajjupur Majra Neemka	98	69.46 acres
6.	Bhupani	143	44.59 acres
7.	Mirjapur/Murtazapur	97	28.08 acres
8.	Riwajpur	142	22.11. acres
9.	Badoli/Baroli	116	19.11 acres
10.	Faridpur	99	49.525 acres
11.	Badshahpur	140	31.34 acres
12.	Palwali	138	35.99 acres
13.	Tikawali	141	37.53 acres
14.	Pehladpur	117	20.96 acres

RFA No.7108 of 2012 & other connected appeals

15.	Baselwa	125	70.79 acres
16.	Budhena	124	78.99 acres
17.	Wazirpur	137	40.099 acres
18.	Mawai	126	16.98 acres
19.	Faridabad	123	4.42 acres (No Appeal has been filed)
Total Area			934.4 acres

20. Vide Award dated 22.07.2008, the Collector had assessed the compensation @ Rs.42 lakhs per acre same as per the second notification. Out of the said villages only Budhena, Baselwa, Riwajpur, Badshahpur, Palwali, Wazirpur, Mawai, Bhupani, Tikawali and Faridabad were the new villages which had not figured in the earlier acquisitions.

21. Vide the first award of village Neemka, Hadbast No.96, while deciding 105 cases on 27.02.2013, lead case of which was **LA Case No.629 of 2011 'Parmal Singh Vs. State of Haryana and others'** the Reference Court chose to follow the judgment passed in the case of **Dushyant Kumar (supra)** which pertained to village Fajjupur Majra Neemka. Keeping in view the difference of 6 months and 10 days from the earlier notification, it granted the benefit of 10% increase to award Rs.1118/- per square yard (Rs.54,11,120/- per acre). The said award was, thereafter, followed on 03.09.2013, 27.07.2018. On account of this Court deciding **Rampal's case (supra)** on 16.09.2015, whereby the market value had been enhanced to Rs.1700/- per square yard, on a subsequent occasion, the Reference Court had granted higher compensation of Rs.1870/-per square yard (Rs.90,50,800/- per acre) by granting cumulative increase on the same, vide Awards dated 27.10.2016 and

21.04.2017.

22. Keeping in view the fact that the judgment of this Court had been set aside in **Premwati's case (supra)** by the Apex Court, the same amount of compensation @ Rs.1118/- as awarded by the Reference Court earlier in **LA Case No.91 of 2014 'Jugla @ Jugnandan Vs. The State of Haryana and others'** on 10.08.2018.

23. Thereafter, on 18.03.2013 while deciding 45 cases of village Kheri Khurd, Hadbast No.114, lead case of which was **LA Case No.482 of 2011 'Raj Bala Vs. State of Haryana and another'** the view followed in **Parmal Singh's case (supra)** for village Neemka was followed to grant Rs.1118/- per square yard (Rs.54,11,120/- per acre).

24. On 30.04.2013 while deciding 81 cases of village Bhatola, Hadbast No.115, lead case of which was **LA Case No.1025 of 2011 'Kesri Vs. State of Haryana'** the view followed in **Parmal Singh's case (supra)** was relied upon and subsequently same decision was taken on 17.10.2014 and 26.04.2018 while dealing with other reference petitions. However, on 30.05.2016 and 04.08.2016 in view of the judgment of this Court in **Rampal's case (supra)**, the enhancement was granted while taking the base price of Rs.1700/- per square yard for the notification dated 07.02.2008 and accordingly Rs.1870/- per square yard (Rs.90,50,800/- per acre) was granted.

25. Thereafter, on 27.05.2013, while deciding 70 cases of village Kheri Kalan, Hadbast No.113, lead case of which was **LA Case No.524**

of 2011 '**Om Parkash Vs. State of Haryana and others**' the above view taken in the cases of **Parmal Singh, Raj Bala and Kesri (supra)** was followed. The same was followed on 20.11.2013 and 07.07.2014. However, on 01.10.2016, 25.11.2016, 09.02.2017, 09.05.2017 higher rate @ Rs.1870/- per square yard (Rs.90,50,800/- per acre) was granted , in view of the judgment of this Court in the case of **Rampal (supra)**.

26. For village Fajjupur Majra Neemka, Hadbast No.98, while deciding 49 cases, lead case of which was **LA Case No.443 of 2011 'Om Parkash Vs. State of Haryana and others'** on 11.07.2013, the same amount of compensation @ Rs.1118/- per square yard (Rs.54,11,120/- per acre) was granted while following the earlier views. The same was followed by awards dated 25.04.2014 and 18.03.2015. However, on 06.05.2016 and 13.10.2016 higher amount of compensation @ Rs.1870/- per square yard (Rs.90,50,800/- per acre) was granted in view of the judgment of this Court in the case of **Rampal (supra)**.

27. For village Bhupani, Hadbast No.143, on 13.08.2013 while deciding 33 cases lead case of which was **LA Case No.164 of 2011 'Tula Ram Vs. State of Haryana and others'**, the earlier view was followed and, thereafter, vide award dated 21.05.2015 same amount of compensation of Rs.1118/- per square yard (Rs.54,11,120/- per acre) was granted. However, on 07.04.2016 higher rate of Rs.1870/- per square yard (Rs.90,50,800/- per acre) was granted in view of the judgment of this Court in the case of **Rampal (supra)**.

28. For village Mirjapur/Murtazapur, Hadbast No.97, while

deciding 23 cases on 24.08.2013 lead case of which was **LA Case No.583 of 2011 'M/s Shalimar Town Planner Pvt. Ltd. Vs. State of Haryana and others'** the same amount of compensation of Rs.1118/- was granted by relying upon the award passed in **Parmal Singh's (supra)**. Similarly, on 30.10.2013 for village Riwajpur, Hadbast No.142, while deciding 17 cases, lead case of which was **LA Case No.156 of 2011 'Prem Singh and others Vs. State of Haryana and others'** the same view was followed.

29. For village Badoli/Baroli, Hadbast No.116, on 01.11.2013 while dealing with 27 cases, lead case of which was **LA Case No.1002 of 2011 'Balloo Vs. The Land Acquisition Collector and another'** the same view was followed.

30. For village Faridpur, Hadbast No.99, on 17.01.2014 while deciding 30 cases and the lead case of which was **LA Case No.804 of 2011 'Bhim Singh Vs. State of Haryana and others'**, the same amount of compensation was granted.

31. For village Badshahpur, Hadbast No.140, on 22.02.2014 while deciding 18 cases lead case of which was **LA Case No.608 of 2011 'Raj Pal and others Vs. State of Haryana and others'** same view was taken. However, on 31.01.2017 higher compensation was granted in another award @ Rs.1870/- per square yard (Rs.90,50,800/- per acre) in view of the judgment of this Court in the case of **Rampal (supra)**.

32. For village Palwali, Hadbast No.138, on 01.03.2014 while disposing off 26 cases lead case of which was **LA Case No.304 of 2011**

'Jagpal Singh Vs. State of Haryana and others' the same amount of compensation was granted @ Rs.1118/- per square yard and the same view as followed on 01.05.2014.

33. The same was followed for village Tikawali, Hadbast No.141 on 15.03.2014 and 08.05.2014 wherein 17 cases were disposed of, lead case of which was **LA Case No.1065 of 2011 'Dharam Pal Vs. State of Haryana and another'**.

34. Similar view was taken in the case for village Pehladpur, Hadbast No.117 as vide Award dated 24.03.2014 while deciding 12 cases lead case of which was **LA Case No.864 of 2011 'Vijay Pal and others Vs. State of Haryana and others'**, same amount of compensation @ Rs.1118/- per square yard was granted.

35. However, on 05.03.2015 for village Baselwa, Hadbast No.125, a sum of Rs.2900/- per square yard (Rs.1,40,36,000/- per acre) was granted while deciding 44 cases lead case of which was **LA Case No.245 of 2011 'Kishan and others Vs. State of Haryana and another'**. The sale exemplar in the said case was Ex.P24 dated 28.12.2006 for 12 kanal 13 marlas whereby land has been sold @ Rs.3657/- per square yard. Resultantly, 12% increase was granted for the difference till 14.08.2008 taking the market value to Rs.4351/- per square yard, on which 33.5% deduction was made to assess the market value. For the village in question the market value had been reduced while deciding **Rampal's case (supra)** by this Court on 16.09.2015 to Rs.2000/- per square yard, though the land fell within the Municipal

Corporation, Faridabad without considering and discussing the effect of the said sale exemplar. The said amount of Rs.2900/- per square yard was followed on 09.04.2015, 04.09.2015 and 18.10.2018 by the Reference Court. However, on 03.11.2015, 04.11.2015, 14.12.2015 and 05.01.2016 lesser amount of Rs.2000/- was awarded, keeping in mind the judgment passed in **Rampal's case (supra)**

36. On 16.10.2015, for village Budhena, Hadbast No.124, while deciding 73 reference petitions, lead case of which was **LA Case No.719 of 2011 'Rajesh Kumar and another Vs. State of Haryana and another'**, Rs.2000/- per square yard (Rs.96,80,000/- per acre) was awarded by the Reference Court, keeping in view the judgment of this Court passed in Rampal's case (supra) and keeping in mind that the village fell within the municipal area. The same view was, thereafter, followed in the Award dated 01.12.2015 and 26.09.2017.

37. For village Wazirpur, Hadbast No.137, on 01.12.2015 while deciding 30 cases, lead case of which was **LA Case No.225 of 2011 'Manak Chand (now deceased) through his L.Rs. Vs. State of Haryana and another'**, the Reference Court took the similar view. The same view was, thereafter, followed in the Awards dated 12.02.2016 and 31.05.2016.

38. On 05.01.2016, for village Mawai, Hadbast No.126, 16 references were also decided by taking the same position, by granting Rs.1870/- and Rs.2000/- per square yard, lead case of which was **LA Case No.332 of 2011 'Sunder Lal and others Vs. State of Haryana and**

others' and was followed on 05.10.2016 and 20.03.2016.

Arguments qua 1st Notification dated 01.05.2006

39. Mr. Akshay Bhan, Senior Counsel has placed reliance upon Ex.P22 to P25 to submit that the same were executed between 20.03.2006 to 22.03.2006 and for the same village, namely, Badoli/Baroli measuring 75 kanals 8 marlas (9.37 acres approximately) The market value as such worked out @ Rs.1601 per square yard (Rs.77,48,840/- per acre). Only on account of the builder as such having purchased the property, the sale deeds have wrongly been discarded and they were executed merely 45 days earlier from the date of Section 4 notification i.e. 01.05.2006 and were closest in point of time. Even if a 30% cut was applied to the tune of Rs.480/-, the market value thus, worked out @ Rs.1121/- per square yard (Rs.54,25,640/- per acre), whereas 40% cut to the tune of Rs.640/- translates the market value @ Rs.961/- per square yard (Rs.46,51,240/- per acre). Similarly, reliance was placed upon Ex.P59 whereby on 20.12.2005 the land measuring 16 kanals 13 marlas had been sold @ Rs.806/- per square yard (Rs.39,01,040/- per acre), which had been relied upon by the Reference Court. Similarly, on 25.09.2005 (Ex.P58) land measuring 28 kanals 6 marlas had been sold @ Rs.735/- per square yard (Rs.35,57,400/- per acre), which had been noticed by the Reference Court. It was submitted that prices were increasing from September, 2005 to March 2006 and had jumped from Rs.735/- per square yard to Rs.1601/- per square yard. It is, accordingly, submitted that in **Sohan Lal's case (supra)** pertaining to Industrial Model Township, a 50% cut

had been put on Ex.P6 dated 27.04.2006 which was a sale deed in favour of the builder @ Rs.2459/- per square yard and the same had not been interfered by the Apex Court in SLP Nos.21623 to 21678 of 2015 on 17.08.2015. In the alternative it is argued that if a 12% increase is given on Ex.P58 and Ex.P59 for the difference between the Section 4 notification and the sale deed, the market value would work out @ Rs.793/- and Rs.846/- per square yard, respectively and, therefore, the market value which had been awarded @ Rs.585/- per square yard was not a commensurate rate with the sale exemplars which were available on the record.

40. For village Pehladpur reliance was placed upon Ex.P21A, Ex.P23, Ex.P25 and Ex.P27 to show that vide said sale deeds as many as 140 kanals (17.5 acres) land had been sold @ Rs.805/- per square yard on 30.12.2005 in favour of M/s United Buildwell Pvt. Ltd. Accordingly, reliance was placed upon Ex.P4 which was post notification by one day to submit that market value had jumped to Rs.2582/- per square yard. Similarly, on 16.05.2006 (Ex.P15) 10 kanals 6 marlas of land had been sold @ Rs.2479/- per square yard 15 days after the notification. Argument was raised that there was a increase in the prices and there was no lack of development as the builders had stepped in and were purchasing the properties and there were willing vendors as such in the market. It was, accordingly, submitted that the rising trend would have to be kept in mind and, therefore, reliance upon Ex.P4 should have been placed upon rather discounting the post notification sale by the Reference

Court. Merely because the properties were purchased by the private builders was not a ground to totally discard the said sale deeds and, therefore, reliance upon the Award passed in the case of **Rampal (supra)** two months earlier was not appropriate, once the sale deeds were available and no cut was liable to be imposed keeping in view the largeness of the area.

41. For village Murtazapur, Mr. Ashok Aggarwal, Advocate laid stress upon sale deed of 193 kanals 4 marlas executed on 09.05.2006 (Ex.P2) post notification @ Rs.2892.60 per square yard which was in favour of M/s Giltz Builders and Promoters Pvt. Ltd. Similarly, Ex.P12 which was also post notification by a month and 13 days having been executed on 13.06.2006 for 13 kanals 10 marlas @ Rs.2272.70 was relied upon to submit that it was in favour of the another corporate body and the address was the same. Reliance was placed upon Ex.P8 site plan was that the land fell within the controlled area and therefore had great potential and the market value is assessed on the lower side.

42. State counsel on the other hand submitted that the date of the Section 4 notification was the relevant date and post dated sale exemplars should not be taken into consideration. Reliance was placed upon the Award dated 28.03.2012 (Ex.RPZ) which was for the notification dated 31.07.2006 to submit that for village Chandwali Hadbast No.82, wherein land was acquired for development of Industrial Model Township, a sum of Rs.1053/- per square yard had been awarded, which had been modified in **Sohan Lal's case (supra)**. The land of which fell in the adjoining

Sector 69 etc. and, therefore, the market value could not be granted more than the said amount as has been claimed by the landowners. It was contended that once sale deeds were available reliance upon a award of adjoining village should not be taken into consideration.

43. For village Bhatola argument raised was that Rs.900/- per square yard had been granted on the basis of the sale deed Ex.P5 dated 27.04.2006 for 57 kanals 19 marlas and which was executed in favour of M/s Triveni Infrastructure Development Company Limited. The same principle should also be followed and value could not be less than Rs.900/- per square yard, as admittedly the State had also chosen not to file appeal against the said award. It was submitted that 50% cut which was applied on Rs.1797/- was not justified. It is further submitted that the Reference Court itself had recorded that the sale deed was bonafide and if one has to examine Ex.P13 and Ex.P14 dated 08.02.2006 and 22.02.2006, which have been executed for Rs.1446/- and Rs.1136/- per square yard, respectively, it would go on to show that the market value was increasing phenomenally within a period of 2 months. Reliance was placed upon Ex.P12 site plan and the statement of PW2- that the builders were coming behind in the sectors and carrying on their activities. Similarly, Ex.P26, the site plan was also relied upon to show that PW-3, Ashok Sharma, Assistant Draftsman, DTP, Faridabad stated that the area fell within the controlled area for development and, therefore, the potentiality of growth was immense.

44. For village Sihi, Hadbast No.80, the abadi area of which falls

across the Agra and Gurgaon canal towards the main Faridabad town and land fell within the limits of Municipal Corporation, Faridabad Rs.1415 had been granted, keeping in view the judgment in **Rampal's case (supra)**. Reliance was, accordingly, placed upon sale deed dated 27.04.2006 (Ex.P12) which was for land measuring 44 kanals 6 marlas, sold @ Rs.2458/- per square yard and Ex.P13 dated 26.04.2006 for 48 kanals 16 marlas for the same value. It was submitted that the said sale deeds were for the land which was outside the municipal limits and had been sold to M/s Triveni Infrastructure Development Company Pvt. Ltd. and the same should have been kept into consideration. Reliance was placed upon Ex.R4 dated 10.02.2006 produced by the State itself wherein land measuring 18 kanals 8 marlas had been sold @ Rs.1570/- per square yard in favour of M/s Meenush Collection Pvt. Ltd., which was within municipal limits. It was submitted that once the State itself had admitted by producing the said sale deed that the prices were increasing, the market value is liable to be enhanced to the said rate. It was submitted that the sale deed (Ex.P20) dated 02.05.2006 though post dated by one day was for 14 kanals of village Pehladpur which was the adjoining village and, therefore, the same could also be taken into consideration.

45. State counsel on the other hand submitted that 75% cut should be applied as per the judgment of the Apex Court passed in **Chandrashekar (D) by LR's & others Vs. Land Acquisition Officer & another 2012 (1) SCC 390** and the market value on Ex.P12 and Ex.P13 would work out to Rs.615/- and if 50% cut was applied it would work out

to Rs.1229/- per square yard and no further enhancement was possible in the facts and circumstances.

Arguments qua 2nd Notification dated 07.02.2008

46. Senior Counsel, Mr. Shailendra Jain, vehemently contended that while awarding compensation for village Fajjupur Majra Neemka, reliance had been wrongly placed upon sale deed dated 23.12.2005 (Ex.P61), which was more than 2½ years prior to the Section 4 notification dated 07.02.2008 and on the basis of the same the market value had been assessed. It was, accordingly, submitted that sale deeds were available, which were closer in point of time to the Section 4 notification. Sale deed dated 08.08.2006 (Ex.P8), which was for 47 kanals 13 marlas and land was sold @ Rs.2727/- per square yard, had only been discarded on the ground that it was executed in favour of private builder and, therefore, did not reflect the correct market value. It was submitted that for the difference of 1½ years cumulative enhancement can be granted and the market value should accordingly be assessed. Further no cut was liable to be applied on account of development cost and size of exemplar, while placing reliance upon the judgment of Apex Court passed in '**Thakarsibhai Devjibhai and others Vs. Executive Engineer, Gujarat and another**' AIR 2001 SC 2424 to contend that the sale exemplar Ex.P8 was as much as of almost 6 acres. There was no principle that sale deeds in favour of the private builders were totally to be ignored, once there was a development in the adjoining areas and builders were buying land. It was, accordingly, submitted that

even if a 50% deduction is made, still the market value would work out @ Rs.1363/- per square yard (Rs.65,96,920/- per acre) on the said sale exemplar. Mr. Jain had also relied upon the judgment of this Court passed in **RFA No.1824 of 2006 'Sudama and others Vs. The State of Haryana and another'** decided on 01.10.2010 to submit that no cut was liable to be applied and submitted that the said judgment has been upheld by the Apex Court in **'Ram Kanwar and others Vs. State of Haryana and another'** 2015 (1) RCR (Civil) 234.

47. Mr. Adarsh Jain, Advocate on the other hand placed reliance upon the sale deed dated 06.03.2007 (Ex.P19), which was for 7 kanals of land in the adjoining village Faridpur, which was in favour of the Catholic Institute of Carmelite Sisters, Jalandhar, St. Joseph's Convent School, Cantt. Road, Jalandhar. Therefore, the sale deed being in favour of a missionary association, should be relied upon, whereby market value would work out @ Rs.4028/- per square yard. Similarly, reliance was also placed upon sale deeds dated 05.09.2008 Ex.P17 and Ex.P18 of village Neemka, which were post notification to submit that there was a agreement to sell dated 29.10.2007 (Ex.P16) prior in point of time and land of two sale deeds would work out 18 kanals 10 marlas in favour of M/s Chetna Estate Private Ltd. It is, accordingly, submitted that the land was of adjoining village and, therefore, while referring to the site plan (Ex.P9) it is submitted that the same should be taken into consideration. Reliance was placed upon the judgment of the Apex Court passed in **'Mohammad Yusuf and others Vs. State of Haryana and others'**

(2018) 16 SCC 105, to submit that the benefit of the best sale exemplar should be granted, once it is a bonafide transaction. Similarly, reliance had been placed upon the judgment of the Apex Court passed in **'Chandra Bhan (Dead) through legal representatives and others Vs. Ghaziabad Development Authority and others'** 2015 (15) SCC 343, to submit that the sale just before the Section 4 notification should be taken into consideration.

48. On the contrary Mr. Mahajan appearing for the State submitted that for the 2nd notification in question as many as 371 acres were being acquired and there was a development cost to be incurred, as it was a residential area which had to be carved out. Roads, parks, portions for infrastructure had to be left out and, accordingly, reliance was placed upon the judgment passed in **'Lal Chand Vs. Union of India and another'** 2009 (15) SCC 769 to submit that where large tracts of agriculture land were acquired, necessary deductions have to be made. Similarly, reliance had been placed upon the judgment passed in **Chandrashekar (supra)** to hold out that deductions could go up to 75%. While referring to the judgments passed in **'Maj. Gen. Kapil Mehra and others Vs. Union of India and another'** 2015 (2) SCC 262, it was submitted that development cut principle had been approved to the extent of 60%. Similarly, reliance had been placed upon the judgment passed in **Ram Kanwar (supra)** to submit that cut on the sale deeds executed by the builders were liable to be applied and **Sudama's case** was where land was in the middle of developed portion. It is, accordingly, submitted that

reliance upon Ex.P61 had been rightly relied upon, as it was only a period of just over 2 years that intervened.

49. Mr. Mahajan, further pointed out that sale deed dated 06.03.2007 in favour of the Catholic Institute of Carmelite Sisters could not be relied upon as for village Faridpur, whereby the land had been sold @ Rs.4028/- per square yard. Reliance is placed upon the fact that Gyanender, the vendor had purchased the land only six days earlier on 28.02.2007 and sold the same. Reliance was, accordingly, placed upon Ex.R3, which was a sale deed in favour of Gyanender to show that 7 kanals of land as such had been sold only for Rs.8,08,500/- and the market value would barely work out @ Rs.190/- per square yard. Therefore, sale deed dated 06.03.2007 (Ex.P4) could not be treated as bonafide transaction, as it was sold to shore and hike up the prices. It is, accordingly, submitted that once the sale was not bonafide, the same could not be relied upon.

50. For village Bhatola, it was argued that Ex.P4 to Ex.P6 which were in favour of M/s Shalimar Town Planner Private Ltd. which had been executed 25.01.2007, 31.08.2007 and 17.10.2007, respectively for Rs.2995/- per square yard and Rs.3513/- per square yard should have been taken into consideration. It was pointed out that rates were climbing up while referring to sale deed dated 08.03.2006 (Ex.P12) which was for 5 kanals 13 marlas and was sold @ Rs.1963/- per square yard, whereas sale deed dated 17.10.2007 (Ex.P6) showed that market value gone upto Rs.3513/- per square yard.

51. It is, accordingly, pointed out that sale deeds Ex.P2, Ex.P3, Ex.P12 and Ex.P15 have been executed in favour of M/s Triveni Infrastructure Development Company Ltd. and the market value from April, 2006 to 05.05.2007 had also moved up to Rs.2271/- per square yard from Rs.1798/- per square yard. It is also pointed out that by the said four sale deeds total amount of land in favour of development company would come to 80 kanals 6 marlas (10 acres) and, therefore, it was a reasonably large chunk of land and cut on account of smallness should not be applied.

52. For village Neemka reliance was primarily placed upon the registered agreement to sell dated 29.10.2007 (Ex.P12) in favour of M/s Chetna Estate Private Ltd. to submit that it had fructified into registered sale deeds dated 05.09.2008, Ex.P13, though post notification, whereby land had been sold @ Rs.3099/- per square yard. Similarly, reliance was placed upon sale deed dated 19.03.2007 (Ex.P22), which was for 105 kanals 15 marlas (14 acres) and had been sold @ Rs.2542/- per square yard in favour of M/s Delhi Strong Build Infrastructure Private Ltd. It is, accordingly, argued that it had been wrongly discarded only on the ground that it was in favour of private builder. Reliance was also placed upon Ex.P21 to Ex.P27 to submit that in the chart, the same had wrongly been depicted of village Kheri Kalan, whereas all of were village Neemka.

53. Reliance was placed upon the judgments of the Apex Court passed in '**Calcutta Metropolitan Development Authority VS.**

Dominion Land & Industries Ltd.', AIR (1995) 4 SCC 231 and in 'The Special Land Acquisition Officer Vs. Sri Sidappa Omana Tumari' 1995 AIR (SC) 840 to submit that registered agreement to sell as such could be taken into consideration, apart from the judgment passed in 'HSI IDC Vs. Pran Sukh' (2010) 11 SCC 175.

54. Accordingly, it is submitted that even if a 50% cut is applied, the market value still works out @ Rs.1271/- per square yard, which is more than what had been awarded by the Reference Court.

55. For village Faridpur Mr. Adarsh Jain, Advocate again primarily placed reliance upon the sale deed in favour of Catholic Institute of Carmelite Sisters dated 06.03.2007 and in alternative relied upon sale deed dated 16.02.2006 (Ex.P14) and sale deed dated 20.02.2006 (Ex.P15), whereby market value worked out @ Rs.1921 and Rs.1932/- per square yard, respectively. It is submitted that the said sale deeds were executed in favour of M/s Triveni Infrastructure Development Company Ltd. and land had been sold jointly measuring 4½ acres.

56. For village Murtazapur, while placing reliance upon the site plan (Ex.P4), it was pointed out that the acquired land was situated in the near vicinity of the developed Sectors 2, 14 and 16 and within the 2 Kms of the District Head Quarters. Reliance was placed upon the sale deed dated 09.05.2006 (Ex.P5), which was executed for 24 acres 1 kanal 4 marlas @ Rs.2892.50 per square yard, which was sold in favour of M/s Glitz Builders and Promoters Private Ltd., which had been wrongly discarded. Accordingly, reliance is placed upon the judgment passed in

'Anjani Molu Dessai Vs. State of Goa and another' (2010) 13 SCC 710 to submit that there should be no cut should be applied and market value should accordingly be granted.

Arguments qua 3rd notification dated 14.08.2008

57. The arguments raised for village Neemka was that vide sale deeds dated 05.09.2008, Ex.P17/A, Ex.PW9/C/Ex.P8, which were for 6 kanals 13 marlas and 11 kanals 17 marlas, respectively, which though post notification, but land had been sold @ Rs.3099/- per square yard and Rs.3649/- per square yard, respectively, on the basis of an registered agreement to sell dated 29.10.2007 (Ex.P7) prior in point of time to the Section 4 notification.

58. It was submitted that the chart would go on to show that the market value was going up from the year 2006 as on 22.03.2006 (Ex.PW12/14) market value was only Rs.1921/- per square yard. Reliance was placed upon sale deed dated 09.03.2007 (Ex.PW12/6) to submit that it was in favour of one M/s D.D. Auto Pvt. Ltd., who is also an appellant before this Court and the land had been acquired from the said sale deed and, therefore, there could not be any other better evidence. It is submitted that if 12% enhancement is given on the same, it would work out @ Rs.2900/- per square yard.

59. From Ex.PW12/10, dated 19.03.2007 which is equivalent to Ex.P22, which was in favour of M/s Delhi Strong Build Infrastructure Pvt. Ltd. and pertaining to the sale of 105 kanals 10 marlas of land, it was pointed out that the market value was of same range i.e. Rs.2542/- per

square yard. The same was a large chunk of land and sale exemplar had been wrongly ignored by the Reference Court and benefit of enhancement @ for one year could be granted on the same would be Rs.305.04, which would take the market value Rs.2847.04 per square yard. The sizes of the sale deeds are thus emphasized to support the principle that minimum cut as such on account of large sale exemplar should be imposed.

60. State counsel on the other hand had contended that 12% increase had been granted on the earlier notification dated 07.02.2008 for the intervening period of 6 months and 7 days and only 10% increase should be granted at the maximum.

61. State counsel has further pointed out that there were lot of discrepancies as such in as much as on 22.10.2007 two sale deeds were executed wherein one land had been sold @ Rs.1271/- per square yard, whereas value of other was Rs.2272/- per square yard.

62. For village Kheri Khurd reliance was placed upon Ex.P10, P13 and P14, which are stated to be in favour of same vendor, namely, M/s Business Park Developers Pvt. Ltd., wherein land measuring 14 kanals 11 marlas had been sold on 23.04.2008 @ Rs.3518 per square yard (Ex.P10) and on 07.03.2008 land measuring 7 kanals 17 marlas had been sold @ Rs.3512/- per square yard (Ex.P14), which is the same price for Ex.P13, whereby 14 kanals land was sold on 23.04.2008. The total area approximately comes out to 36 kanals. It is submitted that if the sale deed of 01.08.2006 (Ex.P11) is taken into consideration, whereby land measuring 37 kanals 3 marlas had been sold @ Rs.2224/- per square yard,

12% enhancement would work out to Rs.2789/- per square yard. Reliance was placed upon Ex.P1 dated 14.02.2008 whereby out of 7 kanals 1 marlas of land, 19 marlas had been acquired and that the sale deed was @ Rs.3512/- per square yard also. It was, accordingly, submitted that the market value was ranging around Rs.3500/- per square yard at that point of time.

63. For village Bhatola reliance was placed upon the sale deed dated 05.05.2008 (Ex.P5), which was a sale of 4 kanals 9 marlas @ Rs.2384/- per square yard, which was similar to Ex.PW4/C which was also the same sale deed. Enhancement was, accordingly, sought @ 12% on the same. On 11.12.2007 vide Ex.P64, 4 kanals 9 marlas of land was sold @ Rs.2383/- per square yard and, accordingly, it was contended by the State counsel as such that there was no change in the intervening period of six months and the market value as such was stagnant. It is submitted that sale deeds of village Budhena should not be relied upon and Budhena being closer to the Agra canal and closer to the main town. Once sale deed of same village was available, the question of falling back on sale deeds of other village did not arise. Reliance was placed upon Ex.P60 dated 14.03.2007 which was a sale of 23 kanals 13 marlas of land for Rs.2975/- per square yard also to argue that the value had dipped.

64. For village Kheri Kalan reliance was placed upon sale deed dated 18.04.2007 (Ex.P6), which was in favour of M/s G.E. Max Infrastructures Pvt. Ltd., wherein land measuring 15 kanals 12 marlas had been sold @ R.4132/- per square yard and submitted that reference

petition had also been filed bearing LA Case No.575 of 2011 and the land of said sale deed was subject matter of acquisition. Similarly, reliance was placed upon Exs.P7, P9, P11, P12, P34, whereby land was sold at a common rate i.e. Rs.3099/- per square yard between June, 2007 to August, 2007. It is submitted that the vendor was the same, namely, M/s Shalimar Town Planner Pvt. Ltd. and if 12% enhancement was granted on the same, the market value would work out to Rs.3470/- per square yard. It is submitted that the total land of the said sale deeds would turn out to 56 kanals and, therefore, being a large chunk of land cut on account of smallness of plots would not be applicable.

65. Reliance for village Fajjupur Majra Neemka by Mr. Shailendra Jain, Senior Counsel was placed upon Ex.P7 dated 16.05.2006 where land measuring 43 kanals 15 marlas was sold @ Rs.2892/- per square yard. It is, accordingly, submitted that if enhancement is granted @ 12%, it would work out @ Rs.3673/-. Similarly, sale deed dated 03.08.2016 (Ex.P8) was relied upon which was for 52 kanals 15 marlas and was sold @ Rs.2685/- to submit that if enhancement @ 12% is granted, the market value would come to Rs.3329/-. Ex.P16 which was a sale deed of 08.08.2006, whereby 47 kanals 14 marlas had been sold @ Rs.2727/- per square yard and 12% increase would amount the market value coming to Rs.3420/- per square yard was relied upon. Resultantly it is submitted that the compensation had not been granted at the requisite rate and far below the market value which was prevailing in the area.

66. State counsel on the other hand relied upon the sale deed

Ex.P19 whereby 6 kanals of land had been sold on 16.05.2008 @ Rs.1653/- per square yard. It is submitted that the closest sale deed should be taken into consideration and the benefit of enhancement could not be asked for. Reliance is also placed by the State upon Ex.P11 dated 10.05.2006 which was for 15 kanals 6 marlas land and was sold @ Rs.1404/- per square yard.

67. It is further pointed out that even the post notification sale deed dated 05.09.2008 would go on to show that the market value was Rs.3099/- per square yard and, therefore, the claim on the basis of cumulative enhancement on the sale deeds of two years earlier was not justified. It is submitted that appropriate cut had to be applied on the sale deeds executed by the builders.

68. For village Bhupani reliance was placed upon sale deed dated 18.11.2007 (Ex.P21) which was for 26 kanals 8 marlas of land and had been executed @ Rs.3615/- per square yard in favour of M/s Fantabulous Town Planner Pvt. Ltd. and enhancement was sought to Rs.3940/- per square yard @ 12% increase. Similarly, reliance is placed upon the site plan (Ex.P17) to show the location of the land and the great potentiality.

69. State on the other hand has placed reliance upon Ex.P2 to Ex.P5 to show that the market value was hovering from Rs.1476/- to Rs.2000/- per square yard.

70. For village Mirzapur/Murtazapur reliance was placed upon Ex.P18 dated 09.05.2006 in favour of M/s Giltz Builders and Promoters

Pvt. Ltd. which had been sold @ Rs.2892/- per square yard and the enhancement @ 12% would work out to Rs.3627/- per square yard. The sale deed dated 03.08.2006 (Ex.P19) for 11 kanals 3 marlas had been executed @ Rs.2746/- per square yard and the enhancement would work out @ Rs.3444/- per square yard. Reliance was placed upon the statement of the witness PW1-Jai Shanker, Manager (legal), M/s Countrywide Promoters Pvt. Ltd., that vide Ex.P19 the land was sold by Balbir Singh to M/s Countrywide Promoters Pvt. Ltd. and rectangle No.18 and 19 figured in the said sale deed, whereas land which was acquired figured in the rectangle No.20 and 21 and, thus, was in close vicinity of the sale exemplar. Similarly, reliance was also placed upon the statement of PW2 son of Balbir Singh, Vendor that his father had sold the land to the said company @ Rs.1,30,0000/- per acre. It is, accordingly, submitted that keeping in view the location of the land of the sale deed as such, they would be entitled for the same market value.

71. State on the other hand relied upon sale deeds Ex.R1 to R3 whereby land had been sold @ Rs.134/- to Rs.165/- per square yard which is far below what had been awarded by the Collector.

72. While relying upon the sale deeds for village Riwajpur, reliance was placed upon Ex.P1 dated 18.04.2007 for 12 kanals 8 marlas of land sold to M/s G.E. Max Infrastructures Pvt. Ltd. @ Rs.3998/- per square yard and claim was of Rs.4637/- per square yard for the difference of 16 months @ 12% cumulative increase. Similarly, sale deed dated 18.04.2007 (Ex.P2) in favour of same vendor for 4 kanals of land @

Rs.4214/- was also pointed out. An earlier sale deed dated 08.05.2006 for 15 kanals 10 marlas of land (Ex.PW5/B) was relied upon to show that the land was sold @ Rs.2066/- per square yard and the market value had moved up in the intervening period of one year by more than Rs.2100/- per square yard and, therefore, the market value was increasing at a far higher rate than 12% increase, which favoured the landowners. Reliance was placed upon Ex.PW6/A-site plan to show the location as such.

73. For village Badoli/Baroli reliance was placed upon 8 sale deeds in favour of M/s Jasmine Buildtech executed between 12.03.2007 to 10.04.2007 to show that the land measuring 91 kanals 14 marlas was sold @ Rs.2996/- per square yard and enhancement @ 12% for the intervening period of 17 months, would take the market value to Rs.3522/- per square yard. It is pointed out from the sale deed Ex.P13 which was a sale deed bearing No.21392 dated 14.03.2007, whereby land measuring 23 kanals 13 marlas had been purchased and out of which 8 kanals had been acquired. It was, accordingly, pointed out from the said sale that it pertained to Rectangle No.28 and 37, Khasra No.25 (8-0) and Khasra No.5 (8-0) had been acquired which was subject matter of consideration in **LA Case No.1011 of 2011 'M/s Jasmine Buildtech Vs. State of Haryana and others'** and **RFA No.3619 of 2014**, pertaining to the same. Therefore, landowners could not be given lesser compensation for what they have purchased the land.

74. For village Faridpur, Hadbast No.99, reliance was placed upon Ex.P5 dated 19.03.2007 whereby land measuring 10 kanals 10

marlas was sold @ Rs.2479/- per square yard, Ex.P12 dated 26.06.2006 whereby land measuring 20 kanals 15 marlas was sold @ Rs.2169/- per square yard and Ex.P17 dated 29.11.2006 whereby land measuring 14 kanals 14 marlas was sold @ Rs.2169/- per square yard, to submit that for the intervening period the market value would work out to Rs.2776/-, Rs.2720/- and Rs.2647/- per square yard, respectively. Reliance was placed upon sale deed dated 10.05.2006 (Ex.P23) whereby 16 marlas of land was sold @ Rs.2405/- per square yard. Enhancement was, accordingly, sought @ 15% and 12% for the intervening period to assess the market value @ Rs.2720/- and Rs.2647/- per square yard.

75. For village Badshahpur, in the absence of sale deeds of village except one Ex.P20, which was post notification about 3 years after the notification having been executed on 20.12.2011 whereby land measuring 14 kanals 5 ½ was sold @ Rs.3195/- per square yard, the counsels could only point out that there were sale deeds of the adjoining village as such on record, which should have been taken into consideration, in view of the settled principle that the land was acquired vide the same notification and for the same purpose. Sale exemplars of village Baselwa were sought to be stressed upon i.e. sale deed dated 28.12.2006 (Ex.P5) whereby land measuring 78 kanals 19 marlas had been sold @ Rs.3895/- per square yard and sale deed dated 24.12.2007 (Ex.P2) whereby 24 kanals 8 marlas of land was sold @ Rs.5114/- per square yard. Reliance was placed upon sale deed dated 18.04.2007 (Ex.P1) pertaining to village Riwajpur which was for 5 kanals of land and

was sold @ Rs.5940/- per square yard.

76. Counsel for the State on the other hand validly rebutted the sale deed of village Baselwa and submitted that the said village was within the limits of Municipal Corporation, Faridabad and, therefore, market value was far higher. Only 5 kanals had been sold in village Riwajpur and its peculiarity on the smallness would arise and, therefore, would not be a safe exemplar being of a other village.

77. Similar was the case of village Palwali, Hadbast No.138 for which no sale deed had been executed, but only sale deeds of village Kheri Kalan, Baselwa and Riwajpur had been produced in evidence.

78. Counsel for the State further pointed out that Palwali revenue estate was situated behind the drain as such and, therefore, this land could not be compared to the other village as such which were, namely, Wazirpur and Badshahpur. It is submitted that Wazirpur and Baselwa as such fell within the limits of Municipal Corporation and, therefore, the land was not similarly situated.

79. For village Tikawali, Hadbast No.141, reliance was placed upon Ex.P6 dated 19.07.2006, whereby 13 kanals 14 marlas of land had been alienated @ Rs.2900/- per square yard to contend that if enhancement @ 12% is given, the market value would come to Rs.3637/- per square yard. It is pointed out from Ex.P2 and Ex.P5 executed on 22.02.2007 wherein as many as 13 kanals 10 marlas of total land had been sold ranging from Rs.2226/- to Rs.2451/-.

80. Counsel for the State on the other hand relied upon Ex.P16,

whereby land measuring 23 kanals 2 marlas had been sold on 04.01.2006 @ Rs.1301/- per square yard and Ex.P17 dated 08.05.2006 whereby land measuring 55 kanals 5 marlas had been sold @ Rs.2066/- per square yard to submit that if enhancement was granted on the same, the market value still works out only Rs.2251/- per square yard, on which development cut was liable to be put. It was, accordingly, contended that Tikawali land could as such be kept as example for adjoining villages which were Palwali and Badshahpur.

81. For village Pehladpur, Hadbast No.117, while reliance was placed upon Ex.P10 and Ex.P11 dated 14.03.2007 and 12.03.2007, whereby land measuring 23 kanals 13 marlas and 8 kanals had been sold to M/s Jasmine Buildtech Pvt. Ltd. @ Rs.2995/- per square yard. It is pointed out that the market value would come to Rs.3504/- per square yard if enhancement @ 12% is given for the intervening period. Similarly, Ex.P12 dated 25.07.2006 for 3 kanals 12 marlas of land in favour of M/s Fragrance Constructions Pvt. Ltd. was relied upon to show that the land was sold @ Rs.2685.95 per square yard and 12% enhancement would take the market value to Rs.3368/- per square yard. It is further pointed out that if the cumulative enhancement for the intervening period @ 12% is given, the market value of the land of village Pehladpur and Badoli would be of same range, as the villages were having Hadbast No.116 and 117, respectively and village Pehladpur was known as Pehladpur Majra Badoli and area of abadi of both fell in Sector 80.

82. For village Baselwa, Hadbast No.125, it is pointed out that sale deed dated 28.12.2006 (Ex.P24) for 12 kanals 13 marlas as such had been taken into consideration, wherein land had been sold @ Rs.3657/- per square yard. By granting 12% increase, the market value would come to Rs.4351/- per square yard and thereafter putting reduction of 33%, it had been calculated @ Rs.2900/- per square yard. It was on the basis that sale exemplar Ex.P24 comprised in Rectangle No.47 and had been sold in favour of M/s SRS Real Estate and a part of the said rectangle had been acquired which was subject matter of consideration in LA Case No.842 of 2011. It is further submitted that it was held that this was in close vicinity of the land and depicted the actual value of the land. Reliance was, thus, placed upon Ex.P10 to submit that it had wrongly been ignored and it was a sale of 24.12.2007 for 24 kanals 8 marlas of land in favour of M/s Sky High Colonizers Pvt. Ltd. @ Rs.5062/- per square yard. Reliance was placed upon sale deed dated 28.12.2006 (Ex.P25), which was for 78 kanals 18 marlas of land sold for Rs.4396/- to submit that market value would come to Rs.5267/- on the 12% cumulative enhancement for 19 months. It is submitted that the said village was part of Municipal Corporation, Faridabad, since 1972 and the market value is far higher than the other villages as the land was closer to the main town.

83. It was pointed out that reliance has been placed by the Reference Court upon Ex.P24 which is the lease hold rights executed by the same vendor pertaining to Rectangle No.47. It is submitted that the same vendor had sold the land measuring 78 kanals 18 marlas @

Rs.4396/- per square yard on 24.01.2006 (Ex.P25) which also of Rectangle No.47. Reliance was placed upon the statement of PW5 and the notification dated 13.01.1972 (Ex.P14) to submit that villages Sihi, Wazirpur and Budhena fell within the jurisdiction of Municipal Corporation, Faridabad. It is pointed out from the Haryana Municipal Corporation Act, 1994 that 28 villages find mention which fell in the Sabha Area of Faridabad complex and village Budhena is one of them.

84. For village Budhena reliance was placed upon Ex.P39 dated 18.05.2006 whereby 13 kanals of land had been sold @ Rs.3512/- per square yard in favour of M/s Krishankripa Buildcon Pvt. Ltd.. Similarly reliance was placed upon Ex.P55 dated 28.05.2006 which was for land measuring 5 kanals 4 marlas which was also in favour of the same builder to point out that if 12% enhancement is granted on the same, the market value would go up to Rs.4405/- for the intervening period. Sale deed dated 19.03.2007 (Ex.P2) of village Budhena whereby 8 kanals 11 marlas of land was sold @ Rs.2996/- per square yard was also relied upon to submit that if 12% enhancement is given on the same for the intervening period, the market value would go up to Rs.3505/- per square yard.

85. State counsel on the other hand has pointed out that Ex.P7 which was dated 18.07.2008, whereby 4 kanals 14 marlas of land was sold @ Rs.3494/- per square yard. Similarly Ex.P44 dated 20.12.2005 wherein 89 kanals 13 marlas of land was sold @ Rs.1446/- per square yard was pointed out to submit that even if 15% enhancement is given on the same, the market value would work out to Rs.2450/- per square yard

and, thus, there was abnormal increase in Ex.P7. Similarly, Ex.P8/B dated 10.04.2006 for 18 kanals 2 marlas of land was referred to show that the market value was only Rs.1136/- per square yard. Ex.P13 dated 01.10.2008 which was just post notification would also show that the market value for 19 kanals 19 marlas of land was Rs.3202/- per square yard.

86. For village Wazirpur in the absence of any sale instances of large chunks of land the sale exemplars were only ranging from 3 marlas to 18 marlas. A solitary sale deed dated 25.08.2010 (Ex.P14) was post notification for 3 kanals 18 marlas of land, which was sold @ Rs.2403/- per square yard, therefore, counsel for the landowners could only submit that on the principle of value of adjoining villages they were entitled for the same amount of compensation.

87. For village Mawai, the position being the same as the sale deeds were only ranging from 2 marlas to 11 marlas which were also for Rs.2500/- per square yard to which counsel submits that the same was sold at the Collector rate. Reliance was placed upon sale deeds of the adjoining village.

88. Keeping in view the above background and the quantum of the large number of sale deeds which have been exhibited by the landowners and also in view of the fact that the Apex Court while remanding the matter directed that clubbing of the cases of different villages for disposal overlooked the peculiar features of each case and the evidence adduced with regard to the location, condition, value, etc. An

exercise, accordingly, was to be reconducted keeping in view the above said directions. It is also pertinent to notice that the landowners now cannot turn around and say in such circumstances that uniform compensation should be granted having themselves approached the Apex Court on this ground they were were entitled for better compensation in certain cases for certain villages. Thus, the following issues which would arise for consideration in the facts and circumstances of the case are as under:-

(i) The effect of the judgment passed in **Rampal's case (supra)** regarding granting of unequal compensation to landowners whose land was acquired under the same notification and for the same purpose would have to be gone into.

(ii) Whether uniform compensation principle is to be applied for different notifications on account of the commonality of the land acquired for same purpose or this Court will examine that the market value might vary from village to village for the notification concerned and belting method would be more appropriate in the facts and circumstances of the case?

(iii) Whether the sale deeds exhibited in favour of the builders are to be totally ignored in the facts and circumstances of the case, once the majority of the sale deeds as such are pertaining to such transactions and are not of

small area, but of large chunks of land and the level of deduction to be imposed for development cut.

(iv) Market Value of the land of acquired village.

Issue No.1- The effect of the judgment passed in Rampal's case

89. As has been discussed above, one aspect would be clear that on account of the judgment passed by this Court in **Rampal's case (supra)** during the pendency of the reference petitions has also led to an unequal amount of compensation being awarded to the landowners of the same village, whose land was acquired by same notification and for the same public purpose. The examples can be drawn from the notification dated 01.05.2006 wherein out of five villages in question, Badoli, Pehladpur and Murtazapur, all have got Rs.585/- per square yard, though the land was acquired for the development and utilization of residential and commercial areas in Sectors 75 and 80, Faridabad. However, for the same acquisition for village Bhatola Rs.900/- per square yard has been granted, vide Award dated 12.03.2015, in **LA Case No.196 of 2010 'Virender Kumar Vs. State of Haryana and others'**.

90. The same was on the basis of a sale deed dated 27.04.2006 (Ex.P5) in favour of M/s Triveni Infrastructure Development Company Ltd. and the landowners as such were diligent enough to produce the sale deeds, which the landowners of other villages Badoli, Pehladpur and Murtazapur could not in the absence of higher sale exemplars of their villages.

91. However, for village Sihi the market value was fixed @

Rs.1415/- per square yard on 15.01.2016, keeping in view the judgment of this Court passed in **Rampal's case (supra)** on 16.09.2015, by noting that the land fell within the limits of Municipal Corporation, Faridabad. Thus, at this point of time it is justified for both the sides to contend that the market value should be the same as the land would fall within Sectors 75 and 80 and, therefore, merely because some land of village Sihi as such fell within the limits of Municipal Corporation, it could not be granted more amount.

92. Counsel for the State has, accordingly, argued that the amount granted for village Sihi is liable to be reduced as its land was placed similar to other three villages, which had contributed towards Sector 75 and 80, namely, Badoli, Pehladpur and Murtazapur.

93. Counsels for the landowners were justified to submit that once for village Bhatola there was evidence to show that the market value was higher than village Badoli/Baroli the same amount of compensation should have been granted, rather than relying upon the sale deed dated 20.12.2005 (P59), the execution of which was further away in point of time. Thus, the sale deed dated 27.04.2006 (Ex.P5) in favour of M/s Triveni Infrastructure Development Company Ltd. would be a better sale exemplar to rely upon.

94. For the second notification in question dated 07.02.2008, which was for development of residential and commercial areas in Sectors 76, 77 and 78, Faridabad, it would be apparent that there was no such discrepancy as all the cases were before the Reference Court were

decided, before this Court decided the case of **Rampal (supra)** on 16.09.2015 and no such enhanced benefits have been granted by different awards.

95. However, for the third notification dated 14.08.2008, which was for development of Master Plan of Roads of Sector 75 to 89, Faridabad, for village Neemka in three sets of cases decided on 27.02.2013, 03.09.2013 and 27.07.2018, Rs.1118/- per square yard had been granted, but on 27.10.2016 and 21.04.2017, Rs.1870/- per square yard had been granted in view of the fact that this Court in the case of **Rampal (supra)** had enhanced the compensation on the basis of which further enhancement was, accordingly, granted. The Apex Court has set aside the judgment passed in **Rampal's case (supra)**, however, higher amounts granted in pursuance of reliance placed upon **Rampal's case (supra)**, still stand. Rather an Award dated 10.08.2018 had been passed in the case of **Jugla (supra)** whereby the amount earlier awarded @ Rs.1118/- per square yard was rightly granted, since the judgment passed in the case of **Rampal (supra)** had been set aside. But the fact remains that landowners of the same village have been awarded two different rates of compensation.

96. Similarly, for village Bhatola vide Award dated 30.04.2013, 17.10.2014 & 26.04.2018, Rs.1118/- per square yard had been granted, but on 30.05.2016 and 04.08.2016, Rs.1870/- per square yard had been granted in view of the judgment of this Court passed in **Rampal's case (supra)**. The same was the case in village Kheri Kalan, wherein vide

Awards dated 27.05.2013, 20.11.2013a and 07.07.2014, Rs.1118/- per square yard had been granted, but vide Awards dated on 01.10.2016, 25.11.2016, 09.02.2017 and 09.05.2017 higher rate @ Rs.1870/- per square yard had been awarded.

97. For village Fajjupur Majra Neemka, Rs.1118/- per square yard had been granted on 11.07.2013, 25.04.2014 and 18.03.2015. However, on 06.05.2016 and 13.10.2016 higher amount of compensation @ Rs.1870/- per square yard was granted in view of the judgment of this Court in the case of **Rampal (supra)**. For village Bhupani, the higher compensation was granted on 07.04.2016 @ Rs.1870/- per square yard, whereas on earlier occasion on 13.08.2013 and 21.05.2015 lesser amount was granted. For village Badshahpur on 22.02.2014 Rs.1118/- per square yard had been granted but on 31.01.2017 Rs.1870/- per square yard had been granted. In village Baselwa the converse effect took place in as much on an earlier occasion on 05.03.2015, 09.04.2015, 04.09.2015 and 18.10.2018, Rs.2900/- per square yard had been granted, but on subsequent occasion on 03.11.2015, 04.11.2015, 14.12.2015 and 05.01.2016 Rs.2000/- per square yard was granted.

98. In '**A. Viswanatha Pillai And Ors vs Special Tahsildar For Land Acquisition and others**', 1991 (4) SCC 17, the Apex Court while deciding the issue whether the co-owners are entitled for the same amount of compensation in spite of having not filed petition under Section 18 of the Act, came to the conclusion that the landowners who had not filed reference petition under Section 18 are entitled for the

compensation as per their share. It was further held that the State as such could not take any technical objection regarding the entitlement of the claim to resist the same. Similar view was also taken in '**Jalandhar Improvement Trust Vs. State of Punjab and others**' 2002 (4) SCR 370 that co-owners are entitled for the same amount of compensation.

99. The issue of the landowners being entitled to the same amount of compensation was subject matter of discussion by the Apex Court in '**Narendra and others Vs. State of Uttar Pradesh and others**' (2017) 9 SCC 426, while also considering the provisions of Section 28A of the Act, it was noticed that it was not a dispute qua private citizens and, therefore, confinement as such to the claim made by the landowners could not be held binding as such and just and equal compensation was to be paid. It was held that once a particular rate of compensation is judicially determined, which becomes a fair compensation, benefit is to be given to all and substantial justice is the paramount consideration. The relevant portion of the said judgment reads as under:-

“8) The purpose and objective behind the aforesaid provision is salutary in nature. It is kept in mind that those land owners who are agriculturist in most of the cases, and whose land is acquired for public purpose should get fair compensation. Once a particular rate of compensation is judicially determined, which becomes a fair compensation, benefit thereof is to be given even to those who could not approach the court. It is with this aim the aforesaid provision is incorporated by the Legislature. Once we keep the aforesaid purpose in mind, the mere fact that the compensation which was claimed by some of the villagers was at lesser rate than

the compensation which is ultimately determined to be fair compensation, should not be a ground to deny such persons appropriate and fair compensation on the ground that they claimed compensation at a lesser rate. In such cases, strict rule of pleadings are not to be made applicable and rendering substantial justice to the parties has to be the paramount consideration. It is to be kept in mind that in the matter of compulsory acquisition of lands by the Government, the villagers whose land gets acquired are not willing parties. It was not their voluntary act to sell of their land. They were compelled to give the land to the State for public purpose. For this purpose, the consideration which is to be paid to them is also not of their choice. On the contrary, as per the scheme of the Act, the rate at which compensation should be paid to the persons divested of their land is determined by the Land Acquisition Collector. Scheme further provides that his determination is subject to judicial scrutiny in the form of reference to the District Judge and appeal to the High Court etc. In order to ensure that the land owners are given proper compensation, the Act provides for 'fair compensation'. Once such a fair compensation is determined judicially, all land owners whose land was taken away by the same Notification should become the beneficiary thereof. Not only it is an aspect of good governance, failing to do so would also amount to discrimination by giving different treatment to the persons though identically situated. On technical grounds, like the one adopted by the High Court in the impugned judgment, this fair treatment cannot be denied to them.

9) No doubt the judicial system that prevails is based on adversarial form of adjudication. At the same time, recognising the demerits and limitations of adversarial litigation, elements of social context adjudication are brought into the decision making process, particularly, when it comes to administering justice to the marginalised section of the

society.”

100. Resultantly, the answer to the question posed has to be that the landowners are entitled to uniform compensation for the land which has been acquired by the same notification and for the landowners to receive and to the State to pay once there is a commonality and the notification was the same and public purpose being the same. The land being in the same village there can be no such dispute that merely because the case was decided at a later or earlier point of time that benefit would not continue in favour of that particular landowner.

101. Resultantly, this Court has to redetermine the market value of the said notifications, which would be binding upon the landowners and the State, on the basis of the sale exemplars which are available in plenty in the present case.

Issue No.2-The uniform compensation principle whether it would be applicable in the facts and circumstances of the case.?

102. The factual aspect regarding three acquisitions has already been noticed. In the first instance 342.5 acres of land had been acquired for the purpose of the development of Sectors 75 and 80, Faridabad. Vide second notification dated 07.02.2008, 371.1 acres of land was being acquired for development of the residential and commercial areas of Sectors 76, 77 and 78, which are situated further away from the above two sectors 75 and 80 and, thus, being further away from the Faridabad town. The swath of the third acquisition is much larger, wherein 19 villages being notified and land measuring 941.4 acres was acquired for the purpose of Master Plan of Roads of Sector 75 to 89, Faridabad.

103. A perusal of the site plan which has now been taken on record as Mark-A in **RFA No.4520 of 2016 'Vijay Kumar Vs. State of Haryana and others'** on 07.05.2019, would go on to show that for the third notification for the Master Plan of Roads of Sector 75 to 89 on one hand would include land of villages which are not adjoining in any manner. There could be as many as 3 or 4 revenue estates intervening between the first villages on southern side of the site plan and mainly being villages Murtazapur, Neemka and Badoli/Baroli. The other villages forming the revenue estates on the northern side closer to 'Tirpat Firing Range', which is the defence land are Mawai, Wazirpur, Palwali, Badshahpur, Tikawali, Riwajpur and Bhupani. The Hadbast numbers would also depict that villages Neemka, Murtazapur and Badoli/Baroli were having Hadbast No.96, 97 and 116 and other villages had Hadbast Nos.126, 127, 138, 140, 141, 142 and 143. The site plan would also go on to show that between the two areas there would be as many as 4 sectors intervening and, therefore, there would be considerable difference of over 4-5 Kms between the two villages. The land as such cannot be treated as contiguous or having a similar market value, which would also be clear from the evidence being discussed below.

104. In the evidence of PW-5 Parmanand, landowner, who appeared as a witness in the case pertaining to village Faridpur, in his cross-examination, it has come on record that the distance between the acquired land and the Badarpur Border was about 10-12 Kms. From the statement of Ranbir Patwari, in the case pertaining to village Kheri

Khurd, it would be clear that there is a distance of 8 Kms between village Neemka and Kheri Khurd. Similarly, from the evidence of witness in the case pertaining to village Riwajpur, PW-2 Sumer Singh, it has come on record the acquired land was at a distance of 10 Kms from Badarpur Border, which was also the cross-examination of Bhopal Singh PW-3 in the said case.

105. The record of the main case pertaining to village Neemka would go on to show that PW-12 Ashok Kumar in cross-examination admitted that the distance between Mathura Road and the acquired land was about 4 Kms. The same would thus show that there was a depth of 4 Kms for the land which was acquired of village Neemka and was situated 4 Kms in the interior away from the land of Sihi which is on the eastern side. RW-1 Ranbir Patwari was cross-examined by the landowners counsel, who deposed that distance between the land in question and Sector 12, Faridabad which is a developed portion was about 8 Kms. He denied the fact that the distance between the land in question and Faridabad town was 2-3 Kms.

106. From the statement of witnesses pertaining to village Kheri Kalan, it would be clear that PW2 Pawan Kumar Gupta, Director and Authorised Representative of M/s G.E. Max Infrastructures Pvt. Ltd., deposed that the acquired land was situated at a distance of 5-6 Kms from Badarpur Border. Similarly, the statement of PW-4 Jai Shankar, Manager Legal, BPTP Crest, Gurgaon was also clear to the extent that the land was 5 Kms from Badarpur Border. The Draftsman, RW-1 Dhanraj, Patwari

also stated that the distance between the land in question and Sector 12, Faridabad was about 5 Kms. Similar is the evidence pertaining to village Tikawali, wherein PW-1 Sheoraj had deposed that the acquired land was situated at a distance of 10 Kms from the Badarpur Border. PW-4, Prem Kumar, Senior Draftsman, not tell the distance as per the cross-examination. Similar was the statement of PW-2 Sumer Singh in the case of village Riwajpur, who deposed that the acquired land was situated at a distance of 10 Kms from the Badarpur Border, as was the statement of PW-3 Bhopal Singh.

107. Similar would be the position if one is to go from west to east as village Sihi, Badoli/Baroli Pehladpur, Budhena, Baselwa and Mawai are in close vicinity to the Agra and Gurgaon Canal and abadi area of village Sihi is rather across the canal towards the developed portion of Faridabad town. The other villages lying on the eastern side are falling further away from the developed portion and, therefore, the distance keeps on increasing.

108. Thus, it is apparent that the distances inter se villages both from the centre of the Faridabad town and from Delhi Border as such is varying and, therefore, they are not liable to the granted uniform rate of compensation.

109. The principle of contiguity and having the benefit of higher sale exemplars of the adjoining village, thus, cannot be supplanted on the other villages and the landowners cannot get such benefits. The benefit of one village having higher sale exemplars would not flow to other set of

villages on the principle of being an adjoining village as has been held in the judgment of the Apex Court passed in '**Union of India v. Harinder Pal Singh and Others**', (2005) 12 SCC 564, '**Special Land Acquisition Officer Vs. Karigowda and others**' 2010 (5) SCC 708, **Charan Dass (dead) by L.Rs. VS. Himachal Pradesh Housing and Urban Development Authority and others**', 2010 (13) SCC 398, '**Premwati Vs. Union of India and others**, 2013 (7) SCC 57 and '**Ram Kanwar and others Vs. State of Haryana and another**' 2015 (1) RCR (Civil) 234.

110. It is apparently clear that the land is situated on the eastern side of the Faridabad town. The two canals, namely, the Gurgaon canal and the Agra canal form a natural barrier, apart from the highway which is running next to the canal. The lands are situated beyond the canal away from the town and block wise go towards the eastern side further from the town. It is but natural if one proceeds away from the heart land the value would keep on decreasing accordingly. The development is coming all across the canals, which connects to the developed part of the town by bridges on the canal. Therefore, the market value cannot be compared with the villages in which the acquisition was being done at the first instance. For the notification dated 01.05.2006, Badoli having Hadbast No.116 and village Pehladpur Majra Badoli having Hadbast No.117 are closest to the canal. Abadi of village Sihi, Hadbast No.80, though falls across the canal towards developed Sector 8, but the acquisition is across the canal for development of Sectors 75 and 80 and the land, thus, had to

be at par with village Badoli and Pehladpur. In comparison to the other villages of the first notification of Murtazapur and Bhatola, the said villages are falling in the second stretch of sectors and, therefore, in comparison the value would, accordingly, decrease if it is to be taken in context to the other three villages which are situated closer to the main town.

111. Similar would be the position for the second notification dated 07.02.2008, since village Fajjupur Majra Neemka and Neemka fall in the third line of the sectors which are developed after the canal, whereas village Bhatola and Murtazapur are in the second line. Village Faridpur goes even further away in the third stretch of sectors, whereas on the other hand village Badoli is right next to the canals and, therefore, the land of village Badoli cannot as such be compared with village Fajjupur Majra Neemka or Faridpur in any manner. However, for the third acquisition, the market value has been fixed at the same rate @ Rs.1118/- per square yard for all the said villages, which has been discussed above.

112. Similar is the position for third notification, since village Budhena, Baselwa and Mawai are similarly situated in line with Badoli and Pehladpur being next to the canal closer to the main town. The market value has been granted @ Rs.2000/-, Rs.2900/- and Rs.1870/- per square yard for the third notification and, therefore, the landowners who have got Rs.1118/- per square yard cannot ask for the same amount of compensation being 4 to 5 sectors down on the eastern side with village

Bhupani making up the tail end. The principle of value of adjoining village, even otherwise as noticed in **Charan Dass (supra)**, has to be applied, wherein it was held that the land has to have similar advantages and in the absence of the sale deeds and awards, the value of adjoining village can be taken as a valid piece of evidence. In the present case also the sale exemplars of almost all villages are available. The relevant portion of the said judgment reads as under:-

“10. xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

As already noted, the first step being the determination of the market value of the land on the date of publication of Notification under sub-Section (1) of Section 4 of the Act. One of the principles for determination of the market value of the acquired land would be the price that a willing purchaser would be willing to pay if it is sold in the open market at the time of issue of Notification under Section 4 of the Act. But finding direct evidence in this behalf is not an easy task and, therefore, the Court has to take recourse to other known methods for arriving at the market value of the land acquired. One of the preferred and well accepted methods adopted for ascertaining the market value of the land in acquisition cases is the sale transactions on or about the date of issue of Notification under Section 4 of the Act. But here again finding a transaction of sale on or a few days before the said Notification is not an easy exercise. In the absence of such evidence contemporaneous transactions in respect of the lands, which have similar advantages and disadvantages is considered as a good piece of evidence for determining the market value of the acquired land. It needs little emphasis that the contemporaneous transactions or the comparable sales have to be in respect of lands which are contiguous to the acquired land and are similar in nature and potentiality. Again,

in the absence of sale deeds, the judgments and awards passed in respect of acquisition of lands, made in the same village and/or neighbouring villages can be accepted as valid piece of evidence and provide a sound basis to work out the market value of the land after suitable adjustments with regard to positive and negative factors enumerated in Sections 23 and 24 of the Act. Undoubtedly, an element of some guess work is involved in the entire exercise, yet the authority charged with the duty to award compensation is bound to make an estimate judged by an objective standard.”

113. In **Union of India Vs. Mangat (dead) by L.Rs, 2001 (1) PLJ 461**, the Apex Court held that the land which is landlocked and away from the National Highway cannot be equated with the land abutting the highway, which was a acquisition of over 1130 acres. The relevant portion reads as under:-

“8. We see no warrant in law for the formula indicated above being applicable while finding the market value of acquired land as on the date of the said notification under Section 4. This mathematical formula completely disregards the location of the land which is acquired vis-a-vis the instance sale, the difference in the area acquired and the area of the sale instance and several other relevant factors in this regard. As has already been indicated hereinabove, the area which was acquired was 1130 acres and 4 marlas, only a small portion of which abutted on National Highway 8. Even if one was to disregard the quality of the land i.e. irrigated, semi-irrigated or barren, one cannot be oblivious of the fact that the market value of land which abuts on the National Highway would be much ore than the land which is away from it. The price of the land which is landlocked and which is farther away from the national highway cannot be the same as that which abuts on the national highway. The formula which had

been applied by the High Court, however, seems to indicate that the price of the entire land irrespective of the location of different parcels of land is the same. The formula which was applied by the learned Single Judge of the High Court is obviously incorrect.”

114. Reliance can also be placed upon the judgment of **'Haridwar Development Authority, Haridwar Vs. Raghubir Singh and others'** 2010 (11) SCC 581, wherein the principles of granting the uniform compensation was discussed in detail and it was held that belting can be resorted to in certain circumstances and uniform compensation is not liable to be given. In the said case land measuring 38.6.8 bighas was acquired for development of a Housing Colony, which was compact and contiguous in nature. The Collector had granted compensation in three belts, whereas the Reference Court divided it into two categories and the High Court had adopted a uniform rate. The same was upheld in view of the contiguous feature of the land, but it was held that belting could be done where a large tract of land on the outskirts of the town is acquired and one end of the acquired lands adjoins the town boundary and the other end being 2-3 Kms away. The belting strips of the land falling in between would have to be awarded gradually reducing rates from the highest to lowest. The relevant portion of the said judgment reads as under:-

“6. The question whether the acquired lands have to be valued uniformly at the same rate, or whether different areas in the acquired lands have to be valued at different rates, depends upon the extent of the land acquired, the

location, proximity to an access road/Main Road/Highway or to a City/Town/Village, and other relevant circumstances.

We may illustrate :

(A) When a small and compact extent of land is acquired and the entire area is similarly situated, it will be appropriate to value the acquired land at a single uniform rate.

(B) If a large tract of land is acquired with some lands facing a main road or a national highway and other lands being in the interior, the normal procedure is to value the lands adjacent to the main road at a higher rate and the interior lands which do not have road access, at a lesser rate.

(C) Where a very large tract of land on the outskirts of a town is acquired, one end of the acquired lands adjoining the town boundary, the other end being two to three kilometres away, obviously, the rate that is adopted for the land nearest to the town cannot be adopted for the land which is farther away from the town. In such a situation, what is known as a belting method is adopted and the belt or strip adjacent to the town boundary will be given the highest price, the remotest belt will be awarded the lowest rate, the belts/strips of lands falling in between, will be awarded gradually reducing rates from the highest to the lowest.

(D) Where a very large tract of land with a radius of one to two kilometres is acquired, but the entire land acquired is far away from any town or city limits, without any special Main road access, then it is logical to award the entire land, one uniform rate. The fact that the distance between one point to another point in the acquired lands, may be as much as two to

three kilometres may not make any difference.

7. The acquisition with which we are concerned relates to a comparatively small extent of village land measuring about 38 bighas of compact contiguous land. The High Court was of the view that the size and situation did not warrant any belting and all lands deserved the same rate of compensation. The Authority has not placed any material to show that any area was less advantageously situated. Therefore the view of the High Court that compensation should be awarded at an uniform rate does not call for interference.”

115. The acquisition in question of the villages would be covered under Category C, as reproduced above, as the acquired lands are not contiguous, but are spread over a large area.

116. Resultantly, this Court is of the opinion that the compensation can be assessed by making three belts as such for assessing the market value and by keeping in view the fact that the distance between the village as closest to the canal and one on the further end is around 4-5 Kms, in view of the equal number of intervening sectors, which would be clear from the site plan (Mark-A). The fourth belt would consist of of the land which falls within the limits of Municipal Corporation, Faridabad closer to the canal only for which necessarily a higher amount of market value is to be assessed, keeping in view the fact that in municipal limits the land is much more valuable being available for plotting and, therefore, the sale exemplars are also not available of large chunks. Basic amenities being provided, the market value is much more than the undeveloped land which is not falling in the municipal limits. For the land falling in the municipal limits, an additional 10%

would, thus, be payable for the landowners of villages Sihi, Budhena, Baselwa and Mawai, they being closest to the Agra Canal and falling within the limits of Municipal Corporation, Faridabad.

117. The argument raised that since the acquisition was for the same purpose and the same amount of compensation should be given is also not liable to be accepted. The purpose of acquisition is not to be seen under Section 24 as has been held by the Apex Court in '**Subh Ram and others Vs. State of Haryana and another**' 2010 (1) SCC 444. In the said case the land was acquired for the purpose of construction of building a Jail in Gurgaon. Resultantly, it was held that keeping in view the factors as laid down in Section 24 of Act, the land usage was not be kept in mind. The argument raised that there could be no cut on account of development in such circumstances was rejected. It was held that the development cut has nothing to do with purpose for which the land was acquired, once it was an agricultural land. It was also held that the landowners are being compensated for what he has lost and not with reference to the purpose of acquisition and the future use or purpose of acquisition will play a role in determining the percentage of deduction towards development cost. The judgment passed in the case of '**Atma Singh (died) through L.Rs. and others Vs. State of Haryana and another**' 2008 (2) SCC 568, which was a case of an acquisition for an industry, was distinguished and it was held that it was not to disturb the small deduction of 10% applied and not intended as statement of law. The relevant portion of the **Subh Ram (supra)** reads as under:-

“9. It is no doubt true that this Court in some decisions has observed that purpose of acquisition will also be relevant. But it is made in a different context. The Land Acquisition Collectors in some cases adopt belting methods for valuation of land, with reference to a focal point, that is either with reference to the distance from the main road, or distance from a developed area. Lands that adjoin a developed area or a main road is given a higher value than a land farther away from the road or the developed area. The Land Acquisition Collectors also award different compensation depending upon whether the acquired land is a dry land or wet/irrigated land. When different categories of lands (or lands with different situational advantages) are acquired for the same purpose, say for forming of a residential layout, courts have sometimes felt that determination of their value with reference to previous status or situation should be avoided and a uniform rate of compensation should be awarded for all lands acquired under the same notification. The logic employed by the court is that categorising the lands acquired for a common purpose, say for a residential colony, into high value irrigated land and low value dry lands is meaningless, as all lands are to be levelled and used for the same purpose that is for formation of a residential layout and once the layout is formed, it makes no difference whether the land was previously a land with irrigation facilities or a dry land. It is in this context, in some cases, to avoid the need to differentiate the lands acquired under a common notification for a common purpose, and to extend the benefit of a uniform compensation, courts have observed that the purpose of acquisition is also a relevant factor. The said observation may not apply in all cases and all circumstances as the general rule is that the land owner is being compensated for what he has lost and not with reference to the purpose of acquisition.

10. The purpose of acquisition can never be a factor to

increase the market value of the acquired land. We may give two examples. Where irrigated land belonging to 'A' and dry land of 'B' and waste land of 'C' are acquired for purpose of submergence in a dam project, neither 'B' nor 'C' can contend that they are entitled to the same higher compensation which was awarded for the irrigated land, on the ground that all the lands were acquired for the same purpose. Nor can the Land Acquisition Collector hold that in case of acquisition for submergence in a dam project, irrigated land should be awarded lesser compensation equal to the value of waste land, on the ground that purpose of acquisition is the same in regard to both. The principle is that the quality (class) of land, the situation of the land, the access to the land are all relevant factors for determination of the market value. But in certain acquisitions, in certain circumstances, for lack of detailed or clear evidence, courts have chosen to ignore the difference in the quality/situational advantages and treat all lands equally for awarding uniform compensation having regard to the common purpose of acquisition. How far such a course is proper or valid may be debatable. Whether such a procedure is legally valid or proper or not, may have to be decided in the context of the respective acquisitions. All that has to be noticed in the context of the issue before us, is that the use to which the acquired land may be put, can have no bearing upon the deduction to be made towards development cost. Nor can the purpose of acquisition be used to increase the compensation awardable with reference to the expected profits from the future user. The observation that purpose of acquisition is a relevant factor, unless properly understood and carefully applied with reference to special circumstances, may lead to absurd or unjust results. It is accepted generally that residential plots are costlier than industrial plots, and commercial plots are costlier than residential plots. If the purpose of acquisition is a relevant factor in determining

compensation, then it would lead to the absurd and unjust situation, that the compensation payable for the same land will be different, depending upon the purpose of the acquisition; and that compensation will be less if the acquisition is for a sewage treatment plant, more if the acquisition is for an industrial layout, much more if acquisition is for residential layout and highest if the acquisition is for commercial value. The purpose of acquisition cannot therefore be a factor to increase the compensation.

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13.XXXXXXXXXXXXXXXXXXXXX

The said observations are made with reference to the special facts of that case. If they are read out of context to support a contention that the purpose of acquisition is a relevant factor to avoid the deduction of development cost in valuation, it may then be necessary to consider the said observations as having been made per incuriam, as they overlook a mandatory statutory provision -- [section 24](#) (clause fifthly) of the Act and the series of decisions of larger benches of this Court which hold that when value of large tracts of undeveloped lands is sought to be determined with reference to small residential plots in developed area, it is mandatory to deduct an appropriate percentage towards development cost. But it may be unnecessary to consider whether the observations are per incuriam as para 15 of the decision makes it clear that what is stated therein, is with reference to the special facts of that case, with a view not to disturb the smaller deduction of 10% by the High Court, and not intended to be statement of law.”

118. Similar, is the position of law laid down in '**Surender Singh Vs. State of Haryana and others'** (2018) 3 SCC 278, which was an acquisition of 520 acres from 15 villages and where uniform rate was

granted. It was, accordingly, set aside and the matter was remanded by holding that the value of village Kasan could not be universally applied to the other villages and that value of land in each village was to be seen and the distance factor from nearby developed city or town and whether any activity was being carried out in nearby areas.

Issue No.3- Issue of builders sale deeds and percentage of deduction to be imposed.

119. Thirdly, on the issue of builders sale deeds and whether the same are to be taken into consideration or not, this Court is of the opinion that merely because the sale exemplars relied upon was of land purchased by the builders would not as such *per se* disentitle the landowners to claim the market value on the basis of the said sale deeds. The said sale deeds could not be ignored only on this ground. Rather such a large number of sale deeds in favour of builders would only go on to point out that the potentiality of the land was immense which had led to the builder activity becoming up in the area and, thus, there was no dearth of a willing vendee. The main criteria for assessing the market value is that on the date of the publication of notification under Section 4 what a willing purchaser would pay to a willing vendor. The best evidence has been held to be the value of the property sold of the same land to which the claimant is a party. The Court has to examine the recent sale deeds of comparable land and whether it would throw light on the current market value. Only genuine and bonafide instances have to be taken into account and the instances which are for the purpose of shoring

up the market value further have to be ignored. The proximity is the time angle from the date of Section 4 notification and proximity from the situation angle alongwith plus minus factors which have to be kept in mind. Where a large tract of land is being developed by carving out roads, leaving open space, small plots and for waiting period, the deduction factor is to be introduced, which might range between 20 to 50% and for how long the land is likely to be blocked. This aspect was noticed by the Apex Court in '**Chimanlal Hargovinddas Vs. Special Land Acquisition Officer, Poona**', 1988 (3) SCC 751. The relevant portion reads as under:-

“(15) The evaluation of these factors of course depends on the facts of each case. There cannot be any hard and fast or rigid rule. Common sense is the best and most reliable guide. For instance, take the factor regarding the size. A building plot of land say 500 to 1000 sq. yds cannot be compared with a large tract or block of land of say 1000 sq. yds or more. Firstly while a smaller plot is within the reach of many, a large block of land will have to be developed by preparing a lay out, carving out roads, leaving open space, plotting out smaller plots, waiting for purchasers (meanwhile the invested money will be blocked up) and the hazards of an entrepreneur. The factor can be discounted by making a deduction by way of an allowance at an appropriate rate ranging approx. between 20% to 50% to account for land required to be set apart for carving out lands and plotting out small plots. The discounting will to some extent also depend on whether it is a rural area or urban area, whether building activity is picking up, and whether waiting period during which the capital of the entrepreneur would be locked up, will be longer or shorter and the

attendant hazards.

(16) Every case must be dealt with on its own facts pattern bearing in mind all these factors as a prudent purchaser of land in which position the Judge must place himself.

(17) These are general guidelines to be applied with understanding informed with common sense.”

120. The potentiality aspect and the fact that the lands were capable of being developed is to kept in mind as has been held in **'Union of India Vs. Harpat Singh and others', 2009 (14) SCC 375**. In **'Faridabad Gas Power Project, NTPC Ltd. Vs. Om Prakash and others' 2009 (4) SCC 719**, wherein the land was acquired vide notification dated 16.08.1995 for the Gas Power Project, which also pertained to village Neemka and Sihi, it was held by the Apex Court that the development was on the western side of the Agra Canal and the lands were subject matter of eastern side of the Agra Canal and were purely agricultural, but the distance between the two lands showed that it would vary from 1 Km to 2.5 Km. Accordingly, it was held that the land was of lesser potentiality as to the lands acquired in Sector-II, Faridabad, as per notification dated 23.11.1992 and were situated in better locality than the land acquired for NTPC.

121. In **'Printers House Pvt. Ltd. Vs. Mst. Saiyadan (deceased) by her L.Rs.', 1994 (2) SCC 133**, the Apex Court has held that the salient factors of acquired plots is to be taken into consideration for the purpose of valuation and the sale exemplar was to be similar in size, shape, tenure, user and potentiality, once the sale method of valuation is

to be applied. The relevant portion reads as under:-

“8. Where there is evidence of sales or awards of land(s), which could be compared with the acquired land(s), the Court, as a matter of course, adopts the 'Comparable Sales Method of Valuation of land', in preference to other recognised methods of valuation of lands, such as 'capitalisation of net income method' or 'Expert Opinion Method' for determining the market value of the acquired land(s). 'Comparable Sales Method' is the most favoured method, since the prices paid within a reasonable time in bona fide transactions of purchase or sale of the very acquired land or a portion thereof, or of the land adjacent to those acquired and possessing similar advantages, could furnish to the Court the 'price basis' for determination of the market value of the acquired land, in that, there can be no better evidence of what the willing purchaser would pay for the acquired land if it had been sold in 'the market at the time of publication of preliminary Notification'. Evidence of prices fetched by sale of lands similar to the acquired land will be taken by the Court to be the price which a willing purchaser would have paid for the acquired land, if the same had been sold to him in the open market. However, if the price under comparable sale to be taken by the Court, as furnishing the 'price basis' for determination of the market value of the acquired land, the comparable sale must, firstly be genuine, secondly it must have taken place at a time proximate to the date of publication of the preliminary Notification under Section 4(1) of the Act, thirdly the land sold under the sale must be similar to the acquired land, and fourthly the land sold under the sale must be in the vicinity of the acquired land. It has, therefore, to be noted that the location size, shape, tenure, user or potentiality of land under comparable sale, if do not

compare favourably with the acquired land, price fetched in comparable sale cannot furnish the 'prices basis' for determining the market value of the acquired land. However, if any differing feature of factor in a land covered by comparable sale admits of adjustment in terms of money, depending on whether it is plus factor or minus factor, the market-value of the acquired land is determined either by increasing its price or decreasing its price vis-a-vis the price fetched for land under comparable sale. What applies to comparable sale, equally applies to comparable award, if such award is relied upon as that furnishing a price-basis for determination of the market-value of the land, cannot be disputed. Thus, the best evidence for determining the market-value of the acquired land could be an authentic transaction of sale relating to the very acquired land or a portion thereof of any other land which could be favourably compared with the acquired land. The same would be the position when the available evidence relates to land covered by a previous award.

9. If 'Comparable Sales Method of valuation of land' is adopted for determining the market-value of an acquired plot of land, it generally holds goods determination of the market-value of several acquired plots of land if acquisition of all such plot of land is made pursuant to the same preliminary Notification. But, if any of the factors, such as, location shape, size, potentiality or tenure of one plot of acquired land widely differs from the other plot(s), acquired land(s) then the market-value of each plot of land acquired has to be determined independently of the other(s) even if all of them had been acquired pursuant to the same preliminary Notification. The reason is not far to seek since the differential factors relating to different acquired plots greatly affect their value. Hence, if any salient factors of different acquired plots of land, which greatly affects their

value is ignored or is not taken into consideration by the Court while determining the market-value of acquired lands, it will have failed to apply the correct principle of valuation adoptable in valuation of different types of acquired lands.”

122. In '**P. Ram Reddy and others Vs. Land Acquisition Office' (1995) 2 SCC 305**, it was held that hypothetical building lay out plan has to be seen and, accordingly, plus and minus factors have to be applied for a building potentiality of the acquired land and the usage, which could be for the residential, commercial and institutional.

123. In '**Kasturi Vs. State of Haryana' 2003 (1) SCC 354**, the Apex Court laid down the position that in fully developed areas also a development cut of 20% would be applied instead of 1/3rd normal deduction and upheld the order of the High Court. The sale exemplar was of 3 kanals of land, whereas the acquisition was of 84 acres and resultantly it was held as under:-

“In the present case the situation is entirely different. The area acquired is not a small area; it was not developed; may be it had some advantages; a small portion of the large tract was abutting the main road; it was also not the case that any smaller area within the large tract of land acquired was fully developed having all facilities as in the case of Bhagwathula Samanna (supra). The appellants herein did not establish that the entire area of 84 acres of land acquired was fully developed having all the facilities such as roads, drains, sewers, water, electricity lines and civic amenities. In order to convert the land into plots for the purpose of construction of residential and commercial buildings certain area was to be earmarked for the abovementioned purposes in

accordance with the law governing in the matter of creating layouts in addition to incurring of expenditure for the development area. Hence the claim of the appellants that there should have been no deduction out of the compensation amount determined for the entire area acquired is unsustainable. May be the acquired land with potentiality for construction of residential and commercial buildings had some advantages, which aspect is taken note of by the High Court in giving cut of only 20% as against 1/3 normal deduction.”

124. In **Lal Chand (supra)**, a 40% development cut was applied on account of the development, even though the land was close to municipal limits.

125. Accordingly, this Court is of the opinion that the builder sale deeds could be taken into consideration by applying an appropriate development cut in the facts and circumstances. Reliance can also be placed upon the judgment of this Court passed in the case of **Sohan Lal (supra)**, wherein reliance was placed upon the sale deeds by applying 50% development cut. As noticed above the judgment was not interfered with. In **Ram Kanwar (supra)**, the three Judge Bench of the Apex Court has held that once the prices fetched for similar lands with similar advantages and potentiality, are bonafide transactions, necessary deductions have to be made to bring the value at par with the estimated market value. The relevant portion of the said judgment reads as under:-

“19. In the instant case, though the sale deeds were for part of lands which were acquired by the acquiring authority under the notification, the said sale deeds indicated an abnormal increase of more than 100% in less than four months. It is not a far reaching implication of the said land

being in the vicinity of area under development or already developed, which attributed additional locational advantages leading to escalation of the sale price at which a buyer would purchase the lands. Another fact noticed by the High Court is that the buyers for all these sale transactions had vested interest in the land adjoining or around the properties in such transaction.

20. In light of the aforesaid, it can be concluded that the buyers would not have hesitated in offering higher prices to purchase the lands than the market rate of such lands and, therefore, in determination of compensation payable to the land-losers, such price could not be relied upon without making necessary deductions bringing it at par with the estimated fair market value of the acquired lands. In our considered view, the High Court has correctly made appropriate deductions to the consideration offered under the sale deeds produced and marked in the evidence while assessing fair and true market value of the acquired lands on the date of issuance of Section 4 Notification. “

126. Similarly, in **Subh Ram (supra)** it has been held that deduction has to be made where there is a large undeveloped area, while keeping in view the fact that once in the acquired land there is no development. The relevant portion of the said judgment reads as under:-

“11. Deduction of 'development cost' is the concept used to derive the 'wholesale price' of a large undeveloped land with reference to the 'retail price' of a small developed plot. The difference between the value of a small developed plot and the value of a large undeveloped land is the 'development cost'. Two factors have a bearing on the quantum (or percentage) of deduction in the 'retail price' as development cost. Firstly, the percentage of deduction is decided with reference to the extent and nature of development

of the area/layout in which the small developed plot is situated. Secondly, the condition of the acquired land as on the date of preliminary notification, whether it was undeveloped, or partly developed, is considered and appropriate adjustment is made in the percentage of deduction to take note of the developed status of the acquired land. The percentage of deduction (development cost factor) will be applied fully where the acquired land has no development. But where the acquired land can be considered to be partly developed (say for example, having good road access or having the amenity of electricity, water etc.), then the development cost (that is percentage of deduction) will be modulated with reference to the extent of development of the acquired land as on the date of acquisition. But under no circumstances, the future use or purpose of acquisition will play a role in determining the percentage of deduction towards development cost.”

127. The issue of deduction was thrashed out by the Apex Court in **Chandrashekar (supra)**, wherein it was held that all deductions should not exceed 75%. In the said case, the Apex Court was dealing with large chunk of land which was acquired for the purpose of raising a residential lay out by the Gulbarga Development Authority. Keeping in view the fact that for providing indispensable amenities like formation of roads and adjoining pavements, laying of sewers and rain/flood water drains, overhead water tanks and water lines, water and effluent treatment plants, electricity sub-stations, electricity lines and street lights as well as for telecommunication towers, parks, gardens, play grounds, dispensaries and hospitals, police stations, petrol pump, it was held that deduction was an essential component. It was further held that deduction would vary

keeping in mind the facts and circumstances of the each case and facts has to be seen for undeveloped, partially developed, substantially developed or fully developed land. 70% deduction had been applied by the High Court, which was 55 percent on the basis of development cut, 5 percent towards waiting period, and 10 percent towards de-escalation. Deductions, thus, were subject matter of consideration before the Apex Court. The deduction of 55% towards development made by the High Court was held to be just and proper and was, accordingly, repelled. The relevant portion of the said judgment reads as under:-

“22. We have given our thoughtful consideration to the contention advanced at the hands of the learned counsel for the appellants, as has been noticed in the foregoing paragraph. The material sought by the appellant from the Commissioner, Gulbarga Development Authority was irrelevant for the determination of the percentage of deduction to be applied. It is the overall developmental cost, incurred (or incurrable) on the entire acquired land which has to be apportioned amongst the landholders. Illustratively, in a given case, the developmental cost on a small piece of land, may be far in excess of the cost of the land. That would however not mean, that the landowner in question, would not be entitled to compensation. Illustratively again, if no specific developmental activity is carried out on a particular piece of land, it would be improper to conclude, that no deduction should be made while determining the compensation payable to such landowner, even though the acquired land was undeveloped. What the appellant ought to have ascertained, is the developmental cost (based on the components referred to hereinabove), on the entire acquired land. In such a situation, if the entire developmental activity had been completed, it

would be permissible to proportionately apportion the same amongst land holders. Such a situation may not arise in actuality. In most cases development is a continuous and ongoing process, which would be completed over a long stretch of time extending in some cases to a decade or even more. We therefore find no merit in the instant contention advanced by the learned counsel for the appellants, that no deduction should be made in this case under the head of "development" because no expense is shown to have been incurred for development of the land acquired from the appellants.

23. In the absence of the actual expenditure incurred towards development, we shall now endeavor to determine whether the deduction of 55 percent allowed by the High Court towards development of the land, out of the market value determined on the basis of the exemplar sale deed, was just and proper. The determination in question, more often than not, has to be in the absence of inputs as were sought by the appellants from the Commissioner, Gulbarga Development Authority. Obviously, deductions can only be based on reasonable and logical norms. Comparison of the state of development of the exemplar land, as also, that of the acquired land can be the only legitimate basis, for a reasonable and logical determination on the issue. Based on the aforesaid foundation, an assessment has to be made by applying the parameters delineated above. From the inferences drawn by us, on the basis of the statement made by the landowner before the Reference Court in paragraph 12 hereinabove, it is natural to conclude, that the acquired land in question was totally undeveloped. Likewise, even though the High Court had described the exemplar sale transaction as a developed site, the appellants have not disputed the same. We shall therefore proceed on the assumption, that the exemplar sale deed was a fully developed site. In such a situation, keeping in mind the

parameters laid down by this Court, and the conclusions drawn by us, as also the facts of this case, a deduction of upto 67 percent may have been justified, and the same would fall within the parameters laid down by this Court because the exemplar land could be classified as fully developed, whereas, the acquired land was totally undeveloped land. As against the aforesaid, the High Court limited deductions under the head of "development" to 55 percent. We therefore find no justifiable reason to interfere with the same, specially in an appeal preferred by the land loser, more so, because no justifiable basis for the same was brought to our notice.”

128. Keeping in view the above discussion regarding the development cut and the settled position of law, the judgment in **Thakarsibhai Devjibhai (supra)** would not be applicable in the facts of the case. Rather a perusal of the said judgment would go on to show that the exemplars in that case was of 2 hectares of land and the land which was acquired was 20 hectares. Thus, keeping in view the above, the ratio as such, the Apex Court had come to the conclusion the High Court had fallen into an error by reducing the quantum of compensation on the ground that the acquisition was for a large chunk of land. The position in the present case is that vide three notifications 342.5, 371.1 and 934.4 acres are being acquired.

129. Similarly, the judgment in the case of **Sudama (supra)** would not be applicable as the same was a case where the land was acquired from the middle of the developed portion and was upheld in the case of **Ram Kanwar (supra)**. The evidence has already been noticed in detail and it is, thus, apparent that the land acquired is away from the

developed area and beyond the Agra and Gurgaon Canal and it was agricultural land as such. Landowners have also sought compensation for trees etc. with in certain cases, which further goes on to prove that the land was being used for the purpose of agriculture and the development was yet to take place and, therefore, reliance upon **Sudama (supra)** would be of no avail.

130. Similarly, the judgment in **Anjani Molu Dessai (supra)** and in the case of '**Himmat Singh and others Vs. State of M.P and another**', 2013 (16) SCC 392 would not be applicable. The observations of the Apex Court in the case of **Anjani Molu Dessai (supra)** were in context that the acquisition was for the construction of New Broad Gauge Rail Line for Konkan Railway. A deduction of 45% had been made from the sale price disclosed by the sale deeds and the Apex Court came to the conclusion that the same was done on a sale deed related to a developed residential or commercial plot, which is not the case in the present facts and circumstances. Similarly, in the case of **Himmat Singh (supra)**, the acquisition was again for the construction of Broad Gauge Rail Line of the Central Railway and the Apex Court came to the conclusion that the land was acquired for the construction of Broad Gauge Rail Line and not for carving out lay out for residential, industrial or commercial purposes. Thus, it was held that the deductions made towards the developments charges from the market value was wrong as it was not even a case of the respondents that there was development envisaged for laying out of roads, drains, sewerage etc. Resultantly, deduction of 25% approved by

the High Court was held to be legally unsustainable

131. Thus, the conclusion can be arrived at that a 50% cut on account of the sale deeds having been executed in favour of builders would be appropriate for development, if the sale exemplar was not in municipal limits. However, where the sale exemplar is in municipal limits the cut would go down to 40% on account of the fact that certain amount of development would have already taken place.

Issue No.4-Market value of the land of the acquired villages

132. Thus, keeping in view the above issues in mind, the issue of assessing the market value for the three notifications arises.

133. Coming to the evidence of first notification dated 01.05.2006 and the fact that the lands of all 5 villages are similarly situated, as the lands were acquired for the purpose of development of Sectors 75 and 80 in Faridabad, which are two sectors adjoining to Agra Canal and closest towards Faridabad town. The abadi area of two villages Bhatola and Murtazapur though might fall in the second belt as such, but it is obvious that they had contributed, to the land which fall in Sectors 75 & 80 which would be further clear from the site plan (Ex.P18). The land coloured Red fell in Sector 75 and 80. The said site plan was proved by PW-8 Satya Parkash Mittal, Draftsman, who prepared the same after visiting the spot on the request of the petitioners. He in cross-examination deposed that the land was shown in yellow, mud and red colour. He had also deposed that marginal notes had been prepared by him which were correct approximately as per the spot. He had further deposed that

distances in the marginal notes were mentioned according to the meter of the car. The said factor as such was not rebutted by leading contrary evidence by way of any site plan.

134. As per index given in the said site plan, it was also mentioned that the acquired land of the petitioners fell in Sector 75 and 80 nearest to the by-pass road and Agra Canal. It was 5 Kms from Ballabgarh city and adjacent to the National Highway No.2 Delhi-Mathura-Agra Road. It was 0.5 Km approximately from the developed Sectors 8, 9 and 13. It was nearest to Sector 76, 77, 78 which consists of builders namely BPTP, KLG and DD City, Triveni and Pal Group.

135. In the case of village Badoli/Baroli for the notification dated 01.05.2006, it would be clear from the cross-examination of PW2 Jai Narain that the acquired land was only agricultural land. Similarly, cross-examination of PW5 Chander Parkash would also go on to show that he admitted that trees were situated in the acquired land, which were Neem trees, Shisham trees, Lemon trees. He had further deposed that 5 to 7 rooms for servants and 2-3 rooms for use of owners were situated in the acquired land, which were constructed 4-5 years before acquisition of land. He also deposed that there was a Well constructed by their fore-father about 70-80 years ago, but he did not remember as to how many trees were planted by them.

136. RW-1 Rambir Patwari had deposed that the acquired land was totally agricultural one and the Agra Canal fell between the acquired land and Sector-9, Faridabad. He had also deposed that on the western

side of the acquired land, National Highway by-pass fell and that the colonizers like BPTP, Omax, SRS purchased the land and had built multi stories for residential and commercial complexes on lands surrounding the acquired land in its immediate vicinity.

137. Similarly, the record of village Murtazapur would go on to show that PW-1 Siri Chand admitted that the distance between Mathura Road to acquired land is about 3 Kms and distance between Ballabgarh Road and the acquired land is 3 ½ Kms. He also admitted that his land was agricultural land. Similar was the admission of PW-2 Kartar Singh, who also confirmed the fact that the distance as such were the same as deposited by PW-1 Siri Chand.

138. RW-1 Dhanraj, Patwari deposed that there was no development activity in the vicinity of the acquired land and the acquired land was agricultural land. Therefore, from the evidence on record it would be clear that the land was not developed as such and, therefore, keeping in view the principles laid down, it would be appropriate if 50% cut is put on the sale exemplars which are in favour of the builders to offset any extra interest, which they might have in purchasing the land for the purpose of developing a residential colony. The law is settled that the principle of estimating the market value is not fixed and there is a principle of 'guesstimation' involved. Reliance can be placed upon the judgment of the Apex Court passed in **Trishala Jain and another Vs. State of Uttaranchal and another'** 2011 (6) SCC 47, wherein it has been held that there is a element of caution, which has to be applied for

assessing the market value and the estimate has to be with higher certainty and not mere guess work or conjectures. Relevant paragraphs of the said judgment read as under:-

“26. Acquisition of land is an act falling in the purview of eminent domain of the State. It essentially relates to the concept of compulsory acquisition as opposed to voluntary sale. It is trite that no person can be deprived of his property save by authority of law in terms of Article 300A of the Constitution of India. The provisions of the Act provide a complete mechanism for ‘deprivation of property in accordance with the law’ as stated under the Act. Justifiability and fairness of such compensation is subject to judicial review within the confines of the four corners of the Act. Once the lands are acquired under the Act, the persons interested therein are entitled to compensation as per the provisions of the Act. Thus, in the present case the land in question has been acquired under the provisions of a law which specifically provide that acquisition can only be for a public purpose and upon payment of compensation to the claimants in accordance with law. The compensation payable to the claimants has to be computed in terms of Sections 23 and 24 of the Act. The market value of the land has to be determined at the date of the publication of the notification under Section 4(1) of the Act, after taking into consideration what is stated under Sections 23(1), 23(1A), 23(2) and excluding the considerations stated under Section 24 of the Act. More often than not, it is not possible to fix the compensation with exactitude or arithmetic accuracy. Depending on the facts and circumstances of the case, the Court may have to take recourse to some guesswork while determining the fair market value of the land and the consequential amount of compensation that is required to be paid to the persons interested in the acquired land.

27. 'Guess' as understood in its common parlance is an estimate without any specific information while 'calculations' are always made with reference to specific data. 'Guesstimate' is an estimate based on a mixture of guesswork and calculations and it is a process in itself. At the same time 'guess' cannot be treated synonymous to 'conjecture'. 'Guess' by itself may be a statement or result based on unknown factors while 'conjecture' is made with a very slight amount of knowledge, which is just sufficient to incline the scale of probability. 'Guesstimate' is with higher certainty than mere 'guess' or a 'conjecture' per se."

139. Thus, a 50% cut on the sale deeds which were mainly executed in favour of the builders would be a fair cut to be put for the purpose of working out the market value for the purpose of the development which has to be levelled out for developing the agricultural land as residential and commercial sectors. The said cut would drop to 40% where the sale exemplar is within municipal limits. Another principle which this Court would also keep in mind that the sale exemplars, which are closer in point of time to the notification in question are to be kept in mind, keeping in view the principle laid down in Section 23 that the date of the Section 4 notification is the basic date which has to be kept in mind while assessing the market value. Therefore, the sale deeds closest in point of time would be the criteria for taking into account the said sale deeds, while rejecting the other sale deeds, on account of the fact that they were executed at a further point of time and the difference as such would work out to a disadvantage to both the parties. Similarly, the land purchased has to be a large chunk for relying upon the said sale exemplar.

140. The benefit of the higher sale exemplar would also has to be kept in mind for the land-losers, keeping in view the principles laid down in '**Mehrawal Khewaji Trust (Regd.), Faridkot and others Vs. State of Punjab and others**' 2012 AIR (SC) 2721, '**Mohd. Yusuf and others Vs. State of Haryana and others**', 2018 (16) SCC 105. In **Chandra Bhan (supra)**, it was held that reliance should be placed upon the sale, which was immediate around the issuance of the notification under Section 4. In the said case sale deeds dated 11.07.1988 and 23.08.1988 were rejected on the ground that first notification was on 16.08.1988 and the last publication was on 01.10.1988. It was, accordingly, held that the benefit should have been granted of the sale deed of August also and the order of the High Court setting aside the decision of the Reference Court was set side and that of the Reference Court was restored. The relevant portion of the judgment passed in **Chandra Bhan (supra)** reads as under:-

“24. Under the circumstances, the Reference Court was justified in relying upon the two sale deeds executed before the last date of publication under Section 4 of the Act, that is, 1st October, 1988. As mentioned above, Exhibit 16A was executed on 11th July, 1988 and Exhibit 18C was executed on 23rd August, 1988 well before the last date of publication of the Notification under Section 4 of the Act. In our opinion, the High Court erroneously took the view that reliance should not be placed on these sale deeds since they had come into existence either just before the issuance of the Notification under Section 4 of the Act or soon after the issuance of that Notification insinuating thereby that the sale deeds did not

reflect the true market price of the land that was sold through those sale deeds.

25. The High Court was also in error in coming to the conclusion that because the two sale deeds Exhibit 16A and Exhibit 18C relate to small parcels of land (150 sq. yds. and 57 sq. yds. respectively) they could not be used as exemplars for determining the market value of the acquired land. It is true that the sale deeds pertain to small parcels of land but it is not usual to find sale transactions of large tracts of land that could give some indication of the market value of the acquired land. In fact, in **Special Land Acquisition Officer and another v. M.K. Rafiq Saheb, (2011) 7 SCC 714** it was observed that in the normal course it is hardly possible for a claimant to produce sale instances of large tracts of land. In paragraph 24 of the Report it was held as follows:-

"It may also be noticed that in the normal course of events, it is hardly possible for a claimant to produce sale instances of large tracts of land. The sale of land containing large tracts are generally very far and few. Normally, the sale instances would relate to small pieces of land. This limitation of sale transaction can not operate to the disadvantage of the claimants. Thus, the court should look into sale instances of smaller pieces of land while applying reasonable element of deduction."

26. A useful discussion on the subject is to be found in a recent decision of this Court in **Nirmal Singh v. State of Haryana., 2014 (11) SCALE 593**. It is for this reason of inexactitude that there is a constant search for an appropriate method for calculating the market value of the acquired land and one of the methods that is accepted is the comparable sales method of valuation of land."

141. The judgment in the case of **Mohd. Yusuf (supra)** which has

been relied upon was a case where the sale exemplar was dated 05.10.2005 and the date of notification was 18.10.2005, which was relied upon to fix the market value and, therefore, the argument that the benefit of the best sale exemplar should be granted irrespective of the fact that even if it is two years prior in time is not liable to be accepted, once sale exemplars of closer dates were available and of reasonable large chunk land.

142. Reliance upon the judgment in **Calcutta Metropolitan Development Authority (supra)** for post dated sale deeds on the strength of registered agreements would be of no help. A perusal of the said judgment would go on to show that the registered agreement to sell dated 03.09.1975 had been entered into between respondents No.1 and 2, which had been put before the Collector firstly to support the claim. In the present case, the registered agreement dated 09.10.2007 had never been put before the Collector in support of the claim, even though it was available, since notifications are dated 07.02.2008 and 14.08.2008. In such circumstances, it was held that the High Court was not justified in fixing a belting method of urban land, once parties themselves had agreed to purchase/sell land at a particular rate. The enhancement beyond the same amount was set aside as the parties had themselves based their claim before the Collector on the same, which had been duly considered. Therefore, the parties were held bound down to the terms and conditions of the said agreement.

143. Similarly, the judgment passed in **Sri Sidappa Omana**

Tumari (supra) talks about the agreement as such, which is under Section 11 (2) of the Act and not of any agreement to sell between private parties and whether it be safe to rely upon such a agreement for the purpose of fixing the market value. Rather the said judgment further specifies that the market value of the land on the publication of the notification under Section 4 is to be taken into consideration.

First notification dated 01.05.2006

144. Thus, the land which was acquired can be held to be one composite uniform block, for the first notification for the five villages, which would be entitled for one uniform compensation as per the principles discussed above. The table of the relevant sale deeds of village Badoli/Baroli for the notification dated 01.05.2006, which are pre-notification thus reads as under:-

Sr. No.	Sale deed dated	Ex.	Area	Rate per sq.yard
1.	25.09.2005	P58	28 K 6 M	Rs.735/-
2	20.12.2005	P59	16 K 13 M	Rs.806/-
3.	20.03.2006	P22	33 K 10 M	Rs.1601/-
4.	20.03.2006	P23	8 K 7 M	Rs.1601/-
5.	20.03.2006	P24	33 K 11 M	Rs.1601/-
6.	22.03.2006	P25	53 K 19 M	Rs.1601/-

145. The relevant sale deeds of village Pehladpur in the tabular form are as under:-

Sr. No.	Sale deed dated	Ex.	Area	Rate per sq.yard
1.	30.12.2005	Ex.P21A	31 K 4 M	Rs.805/-
2	30.12.2005	Ex.P23	18 K 9 M	Rs.805/-

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3.	30.12.2005	Ex.P25	46 K 16½ M	Rs.805/-
4.	30.12.2005	Ex.P27	43 K 10 M	Rs.805/-
5.	02.05.2006	Ex.P4	14 K 0 M	Rs.2582/-
6.	16.05.2006	Ex.P15	10 K 6 M	Rs.2479/-

146. The relevant table of the sale deeds for the village Murtazapur in question are as under:-

Sr. No.	Sale deed dated	Ex.	Area	Rate per sq.yard
1.	09.05.2006	Ex.P2	193 K 4 M	Rs.2892.60
2	13.06.2006	Ex.P12	13 K 10 M	Rs.2272.70

147. The relevant sale deeds of village Bhatola as such would thus in the tabular form showing the increasing price trend are as under:-

Sr. No.	Sale deed dated	Ex.	Area	Rate per sq.yard
1.	20.12.2005	P15	14 K 14 M	Rs.805/-
2	08.02.2006	P13	23 K 19 M	Rs.1446/-
3.	22.02.2006	P14	18 K 13 M	Rs.1136/-
4.	08.03.2006	P8	5 K 13 M	Rs.1895/-
5.	26.04.2006	P16	20 K 13.5 M	Rs.1626/-
6.	26.04.2006	P17	20 K 13.5 M	Rs.1626/-
7.	27.04.2006	P5	57 K 19 M	Rs.1797/-
8.	25.05.2006	P6	5 K 19 M	Rs.2376/-
9.	31.05.2006	P9	14 K 16 M	Rs.2272/-
10	13.06.2006	P4	10 K 18 M	Rs.2271/-
11.	15.06.2006	P11	20 K 0 M	Rs.2685/-
12.	16.06.2006	P2	10 K 18 M	Rs.2265/-
13.	31.08.2007	P10	7 K 4 M	Rs.2995/-
14.	17.10.2007	P3	1 K 1 M	Rs.3513/-
15.	04.01.2008	P1	5 K 15 M	Rs.2583/-
16.	05.05.2008	P7	4 K 9 M	Rs.2383/-

148. The relevant sale deeds of the Sihi village in the tabular form are as under:-

Sr. No.	Sale deed dated	Ex.	Area	Rate per sq.yard
1.	10.02.2006	R4	18 K 8 M	Rs.1570/-
2	26.04.2006	P13	48 K 16 M	Rs.2458/-
3.	27.04.2006	P12	44 K 6 M	Rs.2458/-
4.	02.05.2006	P20	14 K 0 M	Rs.2582/-

149. Though the Reference Court as such has placed reliance upon Ex.P59 dated 20.12.2005 for village Badoli/Baroli whereby land measuring 16 kanals 13 marlas was sold @ Rs.806/- per square yard, this Court is of the opinion that the sale deeds closer at that point of time dated 20.03.2006 (Ex.P22 to Ex.P24) could have been taken into consideration, whereby land was sold @ Rs.1601/- per square yard, which were in favour of one builder namely M/s Dynasty Construction Pvt. Ltd. The area would be over 9 acres (75 kanals 8 marlas) which is a large chunk of land and the sale deeds were in close proximity. Similar is the rate of Ex.P25 dated 22.03.2006 whereby land measuring 53 kanals 19 marlas was sold. If 50% cut is, thus, applied on the same, the market value would work out to Rs.800/- per square yard and thus it would be the best sale exemplar which could be applied.

150. Similarly, if Ex.P59 for village is compared which was executed in December with Ex.P21A to P23 and Ex.P25 of village Pehladpur, it would go on to show that the market value was ranging @ Rs.805/- per square yard. However, within the period of 5 months, it has

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steeply risen galloping to Rs.2582/- per square yard (Ex.P4) and Rs.2479/- per square yard on 16.05.2006 (Ex.P15). Therefore, Ex.P4 and Ex.P15 though post notification can be taken into consideration, for considering the steep jump in prices and the sale deeds cannot be ignored totally on this account. Similarly, sale deeds of village Murtazapur as such can be noticed, as they are also post dated being executed on 09.05.2006 and 13.06.2006 and showing similar rise.

151. From the table for village Bhatola, it would be clear that the market value was hovering around Rs.805/- per square yard and there was a steady increase to Rs.1446/- per square yard, Rs.1626/- per square yard and then just before the notification to Rs.1797/- per square yard on 27.04.2006 (Ex.P5), wherein land measuring 57 kanals 19 marlas was sold. The sale deeds Exs.P6, P9 and P4 are liable to be noticed, though they are post notification, but there is a steep increase in price within 2 months from February, 2006 from Rs.1446/- per square yard since on 26.04.2006 vide Ex.P16 and Ex.P17 land had been sold @ Rs.1626/- per square yard, which was a large chunk of land over 41 kanals, which are much closer in point of time to the sale deed which this Court is relying upon i.e dated 26/27.04.2006, Ex.P13 and Ex.P12 of village Sihi.

152. If the sale deeds of village Sihi are taken into consideration for the first notification dated 01.05.2006, it would go on to show that the prices increasing at a very fast pace and had jumped from Rs.1570/- per square yard as per the sale deed produced by the State itself dated 10.02.2006 (Ex.R4). As noticed prices were ranging @ Rs.805/- per

square yard for village Badoli/Baroli and Bhatola in December, 2005 and Rs.1600/- per square yard in March, 2006. Within a period of just over two months, the prices had increased to Rs.2458/- per square yard, which would be clear from the sale deeds dated 26.04.2006 and 27.04.2006, Ex.P13 and Ex.P12, respectively, whereby M/s Triveni Infrastructure Development Company Ltd. had purchased two large chunks of land measuring 48 kanals 16 marlas and 44 kanals 6 marlas. One sale deed which was post notification by one day being executed on 02.05.2006 showed further appreciation to Rs.2582/- per square yard. If the sale deeds of village Bhatola as discussed above are taken into consideration, a similar trend would be seen, where the market value was galloping sky ward. There was a very fast appreciation between December, 2005 to April 2006, which is apparently on account of the development which was taking place. The rise as such is stupendous and this Court is inclined to notice these sale deeds and the fact remains that this Court in the case of **Sohan Lal (supra)** for village Mujeri etc. which is adjoining village to Sihi, the land of which was acquired vide notification dated 31.07.2006, fixed the market value @ Rs.1230/- per square yard, and the said order has been upheld. The land in question are better situated than the lands which were acquired vide the notification dated 31.07.2006, as these are closer towards Delhi and also more central towards the heart of Faridabad and therefore, being developed for residential and commercial purpose. The land in **Sohan Lal (supra)** was acquired for the purpose of the Industrial Model Township and from the site plan, it clearly transpires

the location of land situated in villages Mujeri, Sotai, Nawada Tigaon and Machgar could not be as favourable as the lands which are subject matter of acquisition. In such circumstances, the sale deeds of village Bhatola and Sihi, which are post notification showing rise cannot be ignored for fixation of the market value.

153. The sale deeds of village Sihi, Ex.P12 and Ex.P13 as noticed are outside the municipal limits, whereas the State has relied upon Ex.R4 situated within the municipal limits. It is also to be noticed that in village Pehladpur on 02.05.2006, the land measuring 14 kanals was again sold @ Rs.2582/- per square yard, though it was post notification by one day. Resultantly, this Court is of the opinion that the benefit of Ex.P12 and Ex.P13 of village Sihi dated 27.04.2006 are liable to be given to the landowners. By applying 50% cut on Rs.2458/-, the market value would come to Rs.1229/- per square yard (Rs.59,48,360/- per acre). For the land falling within the municipal limits, benefit of 10% would necessarily have to be granted on account of better location for village Sihi, which would take the market value to Rs.1351/- per square yard (Rs.65,38,840/- per acre).

154. In such circumstances, this Court assesses the market value @ Rs.1229/- per square yard (Rs.59,48,360/- per acre) for the land falling in 5 villages of the first notification dated 01.05.2006. However, for the land of village Sihi, which falls within the limits of Municipal Corporation, Faridabad an additional 10% would be the entitlement of the landowners, which would work the market value to Rs.1351/- per square

yard (Rs.65,38,840/- per acre).

Second notification dated 07.02.2008

155. Coming to the second notification dated 07.02.2008, wherein land has been acquired for Sectors 76, 77 and 78 from the six villages in question measuring 371.1 acres. It has to be noticed that Sector 77 and 78 are as such which would fall in second and third line of the sectors after the Agra Canal. Therefore, being further away and deeper the land lying towards eastern side of the main town cannot claim the same amount of compensation which is liable to be awarded for the land situated closer to Faridabad town. Once sale exemplars as such are present it would also not be safe to fall back on the assessment made for the first notification to grant 12% cumulative increase on the principle laid down by the Apex Court in **Rameshbhai Jivanbhai Patel (supra)**, as argued by the landowners counsels.

156. A perusal of the site plan would show that village Faridpur brings up the tail end of the acquisition and the abadi area of the village is situated in Sector 99A, though its acquired land would fall in Sector 78. Therefore, it cannot claim same amount of compensation, what village Badoli/Baroli might be getting for its fag end land, which was being acquired. Resultantly, for the said notification land of six villages can be bifurcated in two zones, namely, Badoli/Baroli, Murtazapur and Bhatola, which would be entitled for higher compensation, whereas land of village Fajjupur Majra Neemka, Neemka and Faridpur land would be entitled to appropriate deduction.

157. For village Fajjupur Majra Neemka, counsels have relied upon the following sale deeds:-

Sr. No.	sale deed dated	Area	Ex.	Rate per sq.yard
1.	23.12.2005	15 K 6 M	P-61	Rs.1240/-
2.	08.08.2006	47 K 13 M	P-8	Rs.2727/-
3.	06.03.2007	7 K 0 M	P-19	Rs.4028/-
4.	05.09.2008	11K 17 M	P-17	Rs.3099/-
5.	05.09.2008	06 K 13 M	P-18	Rs.3099/-

158. For village Bhatola, counsels have relied upon following sale deeds:-

Sr. No.	Sale deed dated	Ex.	Area	Rate per sq.yard
1.	08.03.2006	P12	5 K 13 M	Rs.1963/-
2	27.04.2006	P15	57 K 9 M	Rs.1798/-
3.	25.05.2006	P3	5 K 19 M	Rs.2376/-
4.	25.01.2007	P4	18 K 5 M	Rs.2995/-
5.	05.05.2007	P2	10 K 15 M	Rs.2271/-
6.	31.08.2007	P5	7 K 4 M	Rs.2995/-
7.	17.10.2007	P6	1 K 1 M	Rs.3513/-

159. For village Neemka, counsels have relied upon following sale deeds:-

Sr. No.	Sale deed dated	Ex.	Area	Rate per sq.yard
1.	08.03.2006	P25	6 K 7 M	Rs.1983/-
2	22.03.2006	P26	11 K 18 M	Rs.1922/-
3.	05.04.2006	P23	40 K 04 M	Rs.2501/-
4.	10.05.2006	P27	7 K 9 M	Rs.2272/-
5.	18.05.2006	P21	10 K 17 M	Rs.2272/-

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6.	09.03.2007	P24	40 K 15 M	Rs.2479/-
7.	19.03.2007	P22	105 K 15 M	Rs.2542/-
8.	05.09.2008	P13	11 K 17 M	Rs.3099/-

160. For village Faridpur, counsels have relied upon following sale deeds:-

Sr. No.	Sale deed dated	Ex.	Area	Rate per sq.yard
1.	16.02.2006	P14	25 K 0 M	Rs.1921/-
2	20.02.2006	P15	13 K 6 M	Rs.1932/-
3.	06.03.2007	P4	7 K 0 M	Rs.4028/-

161. For village Murtazapur, counsels have relied upon following sale deed-

Sr. No.	Sale deed dated	Ex.	Area	Rate per sq.yard
1.	09.05.2006	P5	24 Acre 1 Kanal 4 Marlas	Rs.2892.50

162. The sale deed dated 06.03.2007 (Ex.P19) is not liable to be taken into consideration, as firstly its belongs to village Faridpur and secondly on account of the fact that it has already been noticed that though it was executed in favour of the Catholic Institute of Carmelite Sisters, Jalandhar, but the vendor Gyaninder himself had purchased the land only a week earlier on 28.02.2007. The said sale deed was in favour of Gyanender and has already been taken on record by way of additional evidence under Section 51A vide order dated 12.04.2019 in **RFA No.2195 of 2014 'Ahmad Wasi Vs. State of Haryana and others'.**

It cannot be held to be a bonafide and genuine sale transaction for the purpose of reliance of fixing the market value, though Mr. Adarsh Jain, has vehemently tried to submit that the same would be a valid sale exemplar. 7 kanals of land was sold for Rs.8,08,500/- on 28.02.2007 and the market value would barely work out @ Rs.190/- per square yard and, therefore, on 06.03.2007 the said sale deed had been executed for hiking the prices and, thus has to rejected outrightly being not a bonafide and genuine transaction. Ex.P17 and P18 are also post notification in question having been executed on 05.09.2008, whereby the land has been sold @ Rs.3099/- per square yard, but the same was on the basis of the registered agreement to sell dated 09.10.2007 before the Section 4 notification and, therefore, it can be considered a relevant piece of evidence. It would go on to show that the rate as such was hovering around to the same bandwidth.

163. The chart of village Bhatola would go on to show that there was no sale, which was close to the date of Section 4 notification, whereby reasonable large chunk of land had been sold which could be taken into consideration. Sale deed dated 17.10.2007 (Ex.P6) whereby land measuring only 1 kanal 1 marla had been sold @ Rs.3513/ necessarily has to be discarded on account of smallness where larger sale deeds are available of adjoining villages, which were also subject matter of acquisition. Ex.P5 is also dated 31.08.2007 if taken into consideration and it would go on to show that it was for 7 kanals 4 marlas of land and the market value would be @ Rs.2995/-, which is the similar to Ex.P4

whereby 18 kanals 5 marlas of land was sold on 25.01.2007 at the same rate. The same is closer bandwidth to the Ex.P17 and Ex.P18 dated 05.09.2008 for village Fajjupur Majra Neemka on the basis of a registered sale argument dated 09.10.2007 before the Section 4 notification.

164. For village Neemka, in the opinion of this Court, the best sale exemplar would be dated 19.03.2007 (Ex.P22), which was for 105 kanals 10 marlas of land, whereby land had been sold @ Rs.2542/- per square yard. If for the period of 11 months, the enhancement @ 12% is given, the same would work out to Rs.279.62 taking the market value to Rs.2821.62 per square yard. The chart would, however, show that prices were moving steeply between March, 2006 to March 2007 and there was a rise of Rs.620/- per square yard in the intervening period from Rs.1922/- per square yard (Ex.P26). Thus, if 15% enhancement is kept in mind, the same would come to Rs.349.52/-, which would take the price to Rs.2891.52 per square yard, which is approximately close to the price of the sale deeds which were executed on 05.09.2008 @ Rs.3099/- per square yard. The sale deeds of village Faridpur were of February, 2006 @ Rs.1921/- per square yard and, therefore, there is a difference of two years *inter se* and, thus, would not be reliable to fall back on. Ex.P4 dated 06.03.2007 for 7 kanals however shows a steep rise of price to Rs.4028/- per square yard within one year wherein prices have been doubled and, therefore, it cannot to be said a safe exemplar, in view of the smallness compared to the acquisition of 371 acres.

165. For village Murtazapur reliance can be placed upon sale deed dated 09.05.2006 (Ex.P5), whereby a large chunk of land 24 acres 1 kanal 4 marlas was sold @ Rs.2892/- per square yard. The same also would not be a safe exemplar to fall back on, keeping in view the time gap between the execution of the sale deed and the date of notification of over two years and that no corresponding sale had taken place for the same value at that point of time. For village Bhatola on 25.01.2007 (Ex.P4) land measuring 18 kanals 5 marlas was sold @ Rs.2995/- per square yard to M/s Shalimar Town Planner Pvt. Ltd. Surprisingly, the same builder had picked up 7 kanals 4 marlas of land on 31.08.2007 (Ex.P5), 7 months later at the same price and, therefore, the base price in January, 2007 of Ex.P4 is not liable to be taken into consideration, as apparently there seems to have no growth or jump during this period. Ex.P5 whereby a large chunk of land was purchased at a much higher rate was thus only to ensure the purchase of a very big chunk for which the builder has paid a far extra amount and cannot be relied upon.

166. Vide sale deed dated 05.05.2007 (Ex.P2), which was in favour of M/s Triveni Infrastructure Development Company Ltd. land measuring 10 kanals 15 marlas was sold @ Rs.2271/- per square yard in village Bhatola. The difference was of 9 months and if enhancement @ 12% per year is granted on Rs.2271/-, it would work out Rs.204.39/- taking the market value to Rs.2475.39/- per square yard and by applying 50% cut, the market value would come to Rs.1237/- per square yard (Rs.59,90,443/- per acre) for villages Badoli/Baroli, Murtazapur and

Bhatola.

167. Similarly, keeping in view the law laid down in '**Manoj Kumar & others Vs. State of Haryana & others**', 2018 (2) RCR (Civil) 815, blind reliance upon the award of **Sohan Lal (supra)** has to be avoided as sale exemplars are the best piece of evidence and are available in plenty. The sale deeds of the said period do not show the same level of market value as has been shown in Ex.P5 dated 09.05.2006 for 24 acres of land.

168. However, keeping in view the fact that on 19.03.2007 large chunk of land measuring 105 kanals 10 marlas for village Neemka had been sold @ Rs.2542/-, which works out 14 acres. The difference was approximately 11 months and if 12% enhancement is given on the same, it would work out Rs.279.62 taking the market value to Rs.2821.62 per square yard and by applying 50% cut, the market value would come to Rs.1410/- per square yard (Rs.68,24,400/- per acre) for villages Fajjupur Majra Neemka, Neemka and Faridpur. For other three villages Bhatola, Murtazapur and Badoli/Baroli on account of their better location being further west by giving further enhancement of 10%, the market value would come to Rs.1551/- per square yard (Rs.75,06,840/- per acre).

Third notification dated 14.08.2008

169. Coming to the third notification dated 14.08.2008 in question. The relevant sale deeds of village Neemka relied upon by the counsels, in the tabular form are reproduced as under:-

Sr. No.	Sale deed dated	Ex.	Area	Rate per sq.yard
1.	22.03.2006	PW12/14	11 K 18 M	Rs.1921/-
2	09.03.2007	PW12/6	40 K 15 M	Rs.2479/-
3.	19.03.2007	PW12/10	105 K 10 M	Rs.2542/-
4.	05.09.2008	P8	11 K 17 M	Rs.3099/-
5.	05.09.2008	P17	6 K 13 M	Rs.3099/-

170. The relevant sale deeds of village Kheri Khurd in the tabular form are as under:-

Sr. No.	Sale deed dated	Ex.	Area	Rate per sq.yard
1.	01.08.2006	P11	37 K 3 M	Rs.2224/-
2	14.02.2008	P1	7 K 1 M	Rs.3512/-
3.	07.03.2008	P14	7 K 14 M	Rs.3512/-
4.	23.04.2008	P10	14 K 11 M	Rs.3518/-
5.	23.05.2008	P13	14 K 0 M	Rs.3512/-

171. The relevant sale deeds in the tabular form of village Bhatola are as under:-

Sr. No.	Sale deed dated	Ex.	Area	Rate per sq.yard
1.	14.03.2007	P60	23 K 13 M	Rs.2975/-
2	11.12.2007	P64	4 K 9 M	Rs.2383/-
3.	05.05.2008	P5	4 K 9 M	Rs.2384/-

172. The relevant sale deeds of village Kheri Kalan in the tabular form are as under:-

Sr. No.	Sale deed dated	Ex.	Area	Rate per sq.yard
1.	18.04.2007	P6	15 K 12 M	Rs.4132/-
2	12.06.2007	P7	21 K 6 M	Rs.3099/-
3.	05.07.2007	P34	4 K 8 M	Rs.3099/-
4.	30.07.2007	P9	8 K 0 M	Rs.3099/-
5.	27.08.2007	P12	14 K 19 M	Rs.3099/-

6.	30.08.2007	P11	9 K 17 M	Rs.3099/-
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173. The relevant sale deeds of village Fajjupur Majra Neemka relied upon by the counsels are reproduced in the tabular form as under:-

Sr. No.	Sale deed dated	Ex.	Area	Rate per sq.yard
1.	10.05.2006	P11	15 K 6 M	Rs.1404/-
2	16.05.2006	P7	43 K 15 M	Rs.2892/-
3.	03.08.2006	P8	52 K 15 M	Rs.2685/-
4.	08.08.2006	P16	47 K 14 M	Rs.2727/-
5.	16.05.2008	P19	6 K 0 M	Rs.1653/-

174. The relevant sale deeds of village Bhupani in the tabular form read as under:-

Sr. No.	Sale deed dated	Ex.	Area	Rate per sq.yard
1.	12.04.2006	P2	14 K 10 M	Rs.1476/-
2	18.11.2007	P21	26 K 2 M	Rs.3615/-
3.	21.04.2008	P5	0 K 4 M	Rs.2000/-
4.	20.05.2008	P4	0 K 8 M	Rs.2000/-
5.	16.07.2008	P3	1 K 2 M	Rs.2000/-

175. The relevant sale deeds of village Murtazapur relied upon by the counsels in the tabular form are as under:-

Sr. No.	Sale deed dated	Ex.	Area	Rate per sq.yard
1.	24.05.2005	R1	16 K 0 M	Rs.165/-
2	14.08.2005	R2	8 K 0 M	Rs.206/-
3.	19.12.2005	R3	40 K 0 M	Rs.134/-
4.	09.05.2006	P18	193 K 4 M	Rs.2892/-
5.	03.08.2006	P19	11 K 3 M	Rs.2746/-

176. The relevant sale deeds relied upon by the landowners of village Riwajpur are as under:-

Sr. No.	Sale deed dated	Ex.	Area	Rate per sq.yard
1.	08.05.2006	P5	15 K 10 M	Rs.2066/-
2	18.04.2007	P1	12 K 8 M	Rs.3998/-
3.	18.04.2007	P2	4 K 0 M	Rs.4214/-

177. The relevant sale deeds relied upon by the landowners of village Badoli/Baroli are as under:-

Sr. No.	Sale deed dated	Ex.	Area	Rate per sq.yard
1.	12.03.2007	P15	6 K 4 M	Rs.2996/-
2	12.03.2007	P16	8 K 0 M	Rs.2996/-
3.	14.03.2007	P12	23 K 13 M	Rs.2996/-
4.	14.03.2007	P13	23 K 13 M	Rs.2996/-
5.	14.03.2007	P14	10 K 3 M	Rs.2996/-
6.	14.03.2007	P24	9 K 3 M	Rs.2996/-
7.	14.03.2007	P25	6 K 2 M	Rs.2996/-
8.	10.04.2007	P22	4 K 10 M	Rs.2996/-

178. The said sale deeds of village Faridpur in the tabular form are reproduced as under:-

Sr. No.	Sale deed dated	Ex.	Area	Rate per sq.yard
1.	10.05.2006	P23	0 K 16 M	Rs.2405/-
2	26.06.2006	P12	20 K 15 M	Rs.2169/-
3.	29.11.2006	P17	14 K 14 M	Rs.2169/-
4.	19.03.2007	P5	10 K 10 M	Rs.2479/-

179. The relevant sale deeds of village Badshahpur relied upon by the counsels are reproduced as under:-

Sr. No.	Sale deed dated	Ex.	Area	Rate per sq.yard	Village Name
1.	28.12.2006	P5	78 K 19 M	Rs.3895/-	Baselwa
2	18.04.2007	P1	5 K 0 M	Rs.5940/-	Riwajpur

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3.	24.12.2007	P2	24 K 8 M	Rs.5114/-	Baselwa
4.	20.12.2011	P20	14 K 5½ M	Rs.3195/-	Badshahpur

180. The relevant sale deeds which are relied upon of village Tikawali by the counsels are reproduced as under:-

Sr. No.	Sale deed dated	Ex.	Area	Rate per sq.yard
1.	04.01.2006	P16	23 K 2 M	Rs.1301/-
2	08.05.2006	P17	55 K 5 M	Rs.2066/-
3.	19.07.2006	P6	13 K 14 M	Rs.2900/-
4.	22.02.2007	P2	6 K 17 M	Rs.2226/-
5.	22.02.2007	P5	6 K 13 M	Rs.2350/-

181. The relevant sale deeds of village Pehladpur in the tabular form are reproduced as under:-

Sr. No.	Sale deed dated	Ex.	Area	Rate per sq.yard
1.	25.07.2006	P12	3 K 12 M	Rs.2685.95/-
2	12.03.2007	P11	8 K 0 M	Rs.2995.86/-
3.	14.03.2007	P10	23 K 13 M	Rs.2995/-

182. The relevant sale deeds of village Baselwa in the tabular form are reproduced as under:-

Sr. No.	Sale deed dated	Ex.	Area	Rate per sq.yard
1.	28.12.2006	P24	12 K 13 M	Rs.3657/-
2	28.12.2006	P25	78 K 18 M	Rs.4396/-
3.	24.12.2007	P10	24 K 8 M	Rs.5062/-

183. The sale deeds of village Budhena relied upon by the

counsels in the tabular form are reproduced as under:-

Sr. No.	Sale deed dated	Ex.	Area	Rate per sq.yard
1.	20.12.2005	P44	89 K 13 M	Rs.1446/-
2	10.04.2006	PW8/B	18 K 2 M	Rs.1136/-
3.	18.05.2006	P39	13 K 0 M	Rs.3512/-
4.	28.05.2006	P55	5 K 4 M	Rs.3512/-
5.	19.03.2007	P2	8 K 11 M	Rs.2996/-
6.	18.07.2008	P7	4 K 14 M	Rs.3494/-
7.	01.10.2008	P13	19 K 19 M	Rs.3202/-

184. The relevant sale deeds of village Wazirpur are reproduced in the tabular form as under:-

Sr. No.	Sale deed dated	Ex.	Area	Rate per sq.yard
1.	30.05.2008	P12	0 K 11 M	Rs.2500/-
2	03.06.2008	P13	0 K 8 M	Rs.2479/-
3.	01.07.2008	P11	0 K 3 M	Rs.2500/-
4.	22.09.2008	P10	0 K 18 M	Rs.2500/-
5.	09.11.2009	P9	0 K 9 M	Rs.2500/-
6.	13.11.2009	P8	0 K 7 M	Rs.2500/-
7.	25.08.2010	P14	3 K 18 M	Rs.2403/-

185. The relevant sale deeds of village Mawai are reproduced in the tabular form as under:-

Sr. No.	Sale deed dated	Ex.	Area	Rate per sq.yard
1.	18.08.2008	P11	0 K 2 M	Rs.2500/-
2	19.09.2008	P10	0 K 9 M	Rs.2500/-
3.	07.10.2008	P8	0 K 5 M	Rs.2500/-
4.	13.10.2008	P9	0 K 2 M	Rs.2500/-
5.	07.01.2009	P12	0 K 2 M	Rs.2500/-
6.	09.04.2009	P13	0 K 3 M	Rs.2500/-
7.	12.04.2009	P17	0 K 8 M	Rs.2500/-
8.	18.06.2009	P14	0 K 11 M	Rs.2500/-
9.	31.08.2009	P15	0 K 2 M	Rs.2500/-

10.	31.03.2010	P16	0 K 4 M	Rs.2500/-
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186. For village Neemka Ex.P8 and P17A, thus, are liable to be noticed though being post notification, which are on the basis of registered sale agreement dated 09.10.2007 before the Section 4 notification. For village Kheri Khurd, the relevant sale deed would be dated 23.05.2008 (Ex.P13) whereby 14 kanals was sold @ Rs.3512/- per square yard. Ex.P14, P10 and P13 executed on 07.03.2008, 23.04.2008 and 23.05.2008, whereby land was sold @ Rs.3512/- and Rs.3518 /- per square yard and the total land of three sale deeds would come to approximately 36 kanals would show the market value was ranging around Rs.3500/- per square yard at that point of time. For village Bhatola, the sale of larger chunk of land was on 14.03.2007 more than 17 months earlier, whereas for village Kheri Kalan by various sale deeds Ex.P7, P9, P11, P12 and P34 land had been sold sold @ Rs.3099/- per square yard in July/August, 2007 a year earlier at the same rate as Ex.P8 and Ex.P17A of Neemka. The land sold on 18.04.2007 @ Rs.4132/- per square yard cannot be taken into consideration as the price seems to be not commensurate with the sale deeds, which were executed later and, therefore, it cannot be termed as a bonafide sale transaction.

187. Counsel for the State also pointed out other sale exemplar for village Fajjupur Majra Neemka Ex.P19 dated 16.05.2008 whereby land was sold @ Rs.1653/- per square yard also in comparison to the prices, which were fetched in 2006 @ Rs.1404 to Rs.2892/- per square yard to submit that the bandwidth was too wide for reliance.

188. For village Bhupani 26 kanals 8 marlas of land was sold on 18.11.2007 @ Rs.3615/- per square yard (Ex.P21), whereas smaller patches of land had been sold @ Rs.2000/- per square yard in the year 2008, which are liable to be ignored, keeping in view the fact they are of marlas and go up to 1 kanals 2 marlas. But a larger chunk of land selling for more price is also liable to be ignored as not a bonafide transaction as it is settled principle that large chunk of land would be cheaper and, therefore, the extra interest of the purchaser. Even otherwise the prices were showing decline which was not depicted sale deed (Ex.P21).

189. For village Murtazapur, sale deeds were of much earlier in point of time of December, 2005, had been relied upon by the State, but the sale deed dated 03.08.2006 would go on to show that the market value was ranging around Rs.2746/- per square yard. The State sale deeds (Ex.R2 and R3) showed land value to be abysmally low @ Rs.206 & Rs.134/- per square yard well below what was the rate of the Land Acquisition Collector, who had granted Rs.867/- per square yard. The sale deed of village Riwaypur Ex.P2 dated 18.04.2007 is a miniscule one of only 4 kanals of land, whereby land had been sold @ Rs.4214/- per square yard and, therefore, cannot be taken as a valid sale exemplar. The sale deeds of village Badoli/Baroli, whereby all the sale deeds were executed at a fixed rate of Rs.2996/- per square yard in March, 2007. If 12% enhancement is given on the on the difference of intervening 17 months, the same would work out to Rs.3522/- per square yard. If a 50% cut is applied on the same, it would work to Rs.1761/- per square yard.

190. Thus, eight sale deeds of village Badoli/Baroli in favour of M/s Jasmine Buildtech Pvt. Ltd. @ Rs.2996/- per square yard between March, 2007 to April, 2007 would go on to show that the true market value 17 months prior to the date of Section 4 notification dated 14.08.2008, when the landowners at that point of time had no inkling regarding the pending acquisition. Resultantly, the said sale instances can be validly relied upon after applying appropriate deduction of 50% on account of the keenness the builders might have shown of picking up the land, keeping the fact in mind, it was falling within the controlled area and eventually would come within the ambit of the area which was to be developed for Faridabad town.

191. For village Faridpur, which as noticed is located at the fag end the value had been quoted as Rs.2479/- per square yard for 10 kanals 10 marlas of land on 19.03.2007, which is also a year and 5 months apart, and, therefore, for the said period enhancement @ 12% cumulatively would work out to Rs.2914/- per square yard. After applying 50% cut, it would work out to Rs.1457/- per square yard. For village Badshahpur, there is only one sale deed, which was of 20.12.2011 (Ex.P20) and, therefore, is liable to be discarded being post notification. The other sale deeds are of village Baselwa and cannot be taken into consideration specially village Badshahpur is not close to the Agra Canal and on the northern side closer to 'Tirpat Firing Range'. Riwajpur is situated closer, but land is only 5 kanals for the sale deed dated 18.04.2007 (Ex.P1) for Rs.5940/- per square yard and at a higher rate than village Baselwa and

cannot be relied upon. The said sale deed cannot be taken into consideration on the said ground being not a relevant sale exemplar, once 934 acres are being acquired for the 3rd notification.

192. For village Tikawali, closest sale deeds are dated 22.02.2007 (Ex.P2 and P5) whereby land measuring 13 kanals was sold @ Rs.2226/- and Rs.2350/- per square yard. For village Pehladpur 23 kanals 13 marlas of land was sold @ Rs.2995/- per square yard on 14.03.2007, which was naturally not closer to the sale deed for village Baselwa at that point of time as the sale deed Ex.P10 dated 24.12.2007 pertains to a sale within the limits of Municipal Corporation, Faridabad. The land for village Baselwa was sold at steep price @ Rs.5062/- per square yard on 24.12.2007 showing a jump of almost Rs.700/- per square yard between 78 kanals 18 marlas of land which was sold a year earlier on 28.12.2006 (Ex.P25) @ Rs.4396/- per square yard and, therefore, goes on to show the rising values. However, the Reference Court had relied upon Ex.P24, which was lease hold rights of 12 kanals 13 marlas of land, which was leased out @ Rs.3657/- per square yard, which was pertaining to Rectangle No.47. Ex.P25 also relates to said rectangle of the land falling within the limits of Municipal Corporation, whereby land has been sold @ Rs.4396/- per square yard. Therefore, once the Reference Court has held that it is also closer to the land, which is acquired, the same should have been taken into consideration for assessing the market value, which would work out after giving cumulative increase @ 12% of Rs.871/- for 19 months to take the market value to Rs.5267/-. If a 50% cut is applied

on the same, it would work to Rs.2633/- per square yard. Even otherwise village Baselwa falls just on the eastern corner side of the Agra Canal and as noticed earlier falls within the limits of Municipal Corporation, Faridabad and, therefore, the market rate would only be higher in comparison. It is also to be noticed that even the Land Acquisition Collector had noticed the paradigm shift of prices, since within a period one year and 9 months, whereby Rs.26 lakhs per acre was offered on 08.05.2012 (Ex.RX) for the land acquired on 01.05.2006 and Rs.42 lakhs per acre was assessed for the land which was acquired vide notification dated 07.02.2008.

193. Similarly, for village Budhena, which is also situated in the parallel line alongwith the canal, the market rate on 18.07.2008 was Rs.3494/- per square yard for 4 kanals (Ex.P7). It is to be noticed that for village Wazirpur, the market value is ranging around Rs.2500/- per square yard and similar was the position for village Mawai. For village Palwali there were no sale deeds available and sale deeds of other villages i.e. Kheri Kalan, Baselwa and Riwaypur have been exhibited. For village Tikawali, the market value is also ranging @ Rs.2350/- per square yard.

194. Thus, if Ex.P10 dated 24.12.2007 for 24 kanals 8 marlas of land is taken into consideration, which was in favour of M/s Sky High Colonizers Private Limited and situated in the municipal limits of Baselwa, wherein the land was sold @ Rs.5062/- per square yard. For the difference of 7 months, it being the intervening period, the increase of 12% would work out Rs.354/- per square yard taking the market value to

Rs.5416/-. A 50% cut would bring the market value to Rs.2708/- per square yard. Keeping in view the steep appreciation, which was taking place and in view of the law laid down in **Rameshbhai Jivanbhai Patel (supra)**, this Court is of the opinion that since area is of urban nature and is falling within the municipal limits, therefore, 15% enhancement is liable to be granted instead of 12% in the facts and circumstances of the case, as there was a steep increase in the prices from Rs.3657/- per square yard to Rs.5062/- per square yard within a period of one year. It has already come in evidence that the land was falling in the controlled area for development, as per the officials of the District Town Planner, who have also placed on record the site plan. The enhancement would thus work out to Rs.443/-, taking the market value to Rs.5505/- (rounded off) per square yard and after putting 40% cut on the same the market value would work out to Rs.3303/- rounded off to Rs.3300/- per square yard (Rs.1,59,72,000/- per acre) for the land falling in municipal limits. A cut of 40% is being put in the present case because the sale exemplar is of an urban area being situated within municipal limits and, therefore, the development cut is being reduced, as discussed under issue No.3.

195. Keeping in view the discussion made under issue No.3 that belting system is to be adopted, this Court is of the opinion that for the land falling in village Budhena, Baselwa and Mawai, which are closer to the Agra Canal, but not in municipal limits, the market value would be Rs.2970/- per square yard (Rs.1,43,74,800/- per square yard) after 10% deduction.

196. However, the sale deed (Ex.P10) of village Baselwa cannot be taken into consideration for the other villages beyond the municipal limits and for those falling within the municipal limits and away from Agra Canal, in view of the location of the land as has been discussed in detail above under issue No.2, wherein the belting method has been applied. Thus, keeping in view the principle that the closest sale deed of a reasonable chunk of land to the date of the third notification dated 14.08.2008 has to be fallen back upon, which would demonstrate the true market value. One such sale deed is dated 23.04.2008 (Ex.P10), wherein land falling in village Kheri Khurd measuring 14 kanals 11 marlas were sold to M/s Business Park Developers Pvt. Ltd. @ Rs.3518/- per square yard. Similarly, a month later 14 kanals land was sold @ Rs.3512/- (Ex.P13). The two sale deeds are in close proximity being only 3-4 months from the date of Section 4 notification and, thus, would be reliable sale exemplars. A 50% cut would bring the market value to Rs.1759/- per square yard.

197. Similarly, a year back in village Kheri Kalan, the adjoining village from June, 2007 to August, 2007 as per the table reproduced above for the said village, the land was sold @ Rs.3099/- per square yard. If a 12% enhancement is granted on the same, the amount would come to Rs.3470/- per square yard and the sale exemplars are also large, since land was purchased by M/s Shalimar Town Planner Private Ltd. and would convert into 57 kanals of land. Similarly, land in village Badoli/Baroli was sold between 12.03.2007 to 10.04.2007 in favour of

M/s Jasmine Buildtech Pvt. Ltd. vide 8 sale deeds @ Rs.2996/- per square yard, area of which jointly would turn out 91 kanals 14 marlas. By granting 12% enhancement for the intervening period, the market value would be calculated @ Rs.3522/- per square yard and if 50% cut is applied on the same, it would come to Rs.1761/- per square yard rounded off to Rs.1760/- per square yard, which is the same as would work out for village Kheri Khurd. Thus, it would be apparent that the market value for the belt of Badoli/Baroli is around Rs.3500/- per square yard. The best sale deeds as such would be the sale deed dated 23.04.2008 (Ex.P10) closest in point of time pertaining to Kheri Khurd, whereby land had been sold @ Rs.3518/- per square yard and was closest in point of time to the Section 4 notification. Resultantly, it would be the safe exemplar to fall back upon. After giving 50% cut on the same, the market value would come to Rs.1759/- per square yard rounded off to Rs.1760/- per square yard. The location of the Kheri Khurd as such has already been discussed under issue No.2 that belting system is to be adopted. Resultantly, the benefits of enhancement would have to be given to the land falling on the western side of Kheri Khurd.

198. Accordingly, for the land falling in the last belt of the notification dated 14.08.2008, which can be categorized as Neemka, Fajjupur Majra Neemka, Kheri Khurd, Faridpur, Kheri Kalan, Bhupani, Riwajpur and Tikawali, the market value would come to Rs.1760/- per square yard (Rs.85,18,400/- per acre). For the land falling in villages Palwali, Badshahpur, Bhatola and Murtazapur, 10% enhancement is

given to fix the market value @ Rs.1936/-per square yard (Rs.93,70,240/- per acre). For the lands falling in villages Badoli/Baroli, Pehladpur and Wazirpur, another 10% enhancement is granted on account of the better location and being closer to the municipal limits and the market value would work out to Rs.2129/- per square yard (Rs.1,03,04,360/- per acre).

Relief

199. Keeping in view the above, the market value alongwith all statutory benefits is fixed as under:-

(i) For the first notification dated 01.05.2006, for the land of village Sihi, which was falling within the limits of Municipal Corporation, Faridabad, the market value would be Rs.1351/- per square yard (Rs.65,38,840/- per acre). The market value is fixed @ Rs.1229/- per square yard (Rs.59,48,360/- per acre) for villages Badoli/Baroli, Sihi, Murtazapur, Pehladpur and Bhatola, not falling in the municipal limits.

(ii) For the second notification dated 07.02.2008, the market value for the villages Bhatola, Murtazapur and Badoli/Baroli, is fixed @ Rs.1551/- per square yard (Rs.75,06,840/- per acre) and for other three villages i.e. Fajjupur Majra Neemka, Neemka, Faridpur, the market value is fixed @ Rs.1410/- per square yard (Rs.68,24,400/- per acre).

(iii) For the third notification dated 14.08.2008, the

market value is fixed @ Rs.3300/- per square yard (Rs.1,59,72,000/- per square yard) for the land falling within the limits of Municipal Corporation, Faridabad of villages Budhena, Baselwa and Mawai. For the other land of the said villages, the market value is fixed @ Rs.2970/- per square yard (Rs.1,43,74,800/- per acre).

(iv) For the land falling in villages Badoli/Baroli, Pehladpur and Wazirpur, for the notification dated 14.08.2008, the market value is fixed @ Rs.2129/- per square yard (Rs.1,03,04,360/- per acre). For the lands of villages Palwali, Badshahpur, Bhatola and Murtazapur the market value is fixed @ Rs.1936/-per square yard (Rs.93,70,240/- per acre). And for the land falling in the last belt of the notification dated 14.08.2008 in villages Neemka, Fajjupur Majra Neemka, Kheri Khurd, Faridpur, Kheri Kalan, Bhupani, Riwajpur and Tikawali, the market value is fixed @ Rs.1760/- per square yard (Rs.85,18,400/- per acre).

200. Resultantly, the appeals alongwith cross-objections filed by both the landowners and the State are disposed of. In appeals where delay has been condoned conditionally, the benefit of interest on the enhanced compensation for the period of delay in filing the appeals shall not be granted to the landowners, as specified in the orders condoning the delay. All the pending civil miscellaneous applications also stand disposed of.

201. The State shall also comply with the directions laid down by

the Apex Court in '**HSI IDC Vs. Pran Sukh**' (2010) 11 SCC 175, to ensure that the landowners are not fleeced by the middleman, which read as under:

- (a) The Land Acquisition Collector shall depute officers subordinate to him not below the rank of Naib Tahsildar, who shall get in touch with all the land owners and/or their legal representatives and inform them about their entitlement and right to receive enhanced compensation.
- (b) The concerned officers shall also instruct the land owners and/or their legal representatives to open savings bank account in case they already do not have such account.
- (c) The bank account numbers of the land owners should be given to the Land Acquisition Collector within three months.
- (d) The Land Acquisition Collector shall deposit the cheques of compensation in the bank accounts of the land owners.

MAY 31, 2019
Naveen

(G.S. SANDHAWALIA)
JUDGE

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