

NAFR

HIGH COURT OF CHHATTISGARH, BILASPUR

WPC No. 6135 of 2010

1. Arvind Sharma, S/o Shri Girdhar Sharma, aged about 49 years.
2. Kapil Tiwari, S/o Shri Bhagvat Prasad Tiwari, aged about 54 years
3. Shivendera, S/o Shri Bhagvat Prasad Tiwari, aged about 42 years
4. Vishnu Sahu, S/o Shri Kuse Lal Sahu, aged about 30 years
5. Jhangi Sahu, S/o Shri Salik Ram Sahu, aged about 68 years
6. Bisahu S/o Salik Ram Sahu, aged about 31 years
7. Ram Khilawan, S/o Shri Kulas Ram Sahu, aged about 52 years
8. Khilawan Nishad, S/o Shri Ramlal Nishad, aged about 40 years.
9. Nandlal, S/o Shri Jaylal Sahu, aged about 38 years
10. Anand, S/o Shri Jaylal Sahu, aged about 55 years
11. Malik, S/o Shri Paklu Kenwat, aged about 55 years
12. Janik S/o Shri Paklu Kenwat, aged about 51 years.

All R/o Village-Semra, Block-Abhanpur, District-Raipur (CG)

---- Petitioners

Versus

1. State Of Chhattisgarh through the Secretary, Department of Revenue, DKS Bhawan, Raipur (CG)
2. The Collector, Raipur, District- Raipur (CG)
3. New Raipur Development Authority, through Manager (Land), 2nd Floor, Govind Sarang Parisar, Raipur (CG)
4. Chief Executive Officer, New Raipur Development Authority, 2nd Floor, Govind Sarang Parisar, Raipur (CG)
5. Domar Nishad, S/o Shri Mansha Ram Nishad, aged about not known
6. Satish Tiwari, S/o Shri Krishna Tiwari, aged about not known,

Respondents No. 5 & 6 are R/o Village- Semra, Block-Abhanpur, District, District- Raipur (CG)

---- Respondents

For Petitioners : Ms. Sharmila Singhai, Advocate with
Mr. Sanjay Agrawal, Advocate

For Respondent/State : Mr. Alok Bakshi, Additional Advocate General
with Ms. S. Harshita, Advocate

SB: Hon'ble Shri Justice Manindra Mohan Shrivastava

Order On Board

09/01/2020

1. By this petition under Article 226 of the Constitution of India, the petitioners, twelve in number, have prayed for quashing of communication dated 9.8.2010 (Annexure P-1) and have prayed for direction to respondents to give similar treatment regarding payment of compensation as has been paid to respondents No. 5 & 6.
2. Undisputedly, the land acquisition proceedings were initiated for acquisition of land of the petitioners as well as respondents No. 5 & 6. During the pendency of the land acquisition proceedings, on certain offers for payment of sale consideration, which included various components, an offer was made for payment to each of the petitioners by respondent – New Raipur Development Authority (NRDA) and the same was agreed to by the petitioners. It is also not in dispute that thereafter, various sale deeds were executed by all the petitioners in favour of respondent- NRDA, details of which have been contained in Annexure R/3-4/4 filed by respondents No. 3 & 4. The petitioners having agreed to sell their lands for a particular consideration indicated in the aforesaid chart, proceeded to execute sale deed on different dates in the month of March and received the consideration amount.
3. It so happened that, later on, in the month of May and June 2010, two sale deeds were executed by respondents No. 5 & 6 namely Domar Nishad & Satish Tiwari. But in that case, the respondent- NRDA and respondent No. 5 & 6 agreed to sell and purchase the land at the rates which was higher than the rates at which the petitioners had agreed to sell their respective lands to NRDA. Petitioners raised objection and claimed that they are also entitled to same amount of consideration which has been paid to respondents No. 5 & 6 by the NRDA while purchasing their land. Petitioners' grievance having remained unredressed, the petitioners filed this petition.
4. Learned counsel for the petitioners would argue that the petitioners were offered certain amount by way of compensation and at that time,

the petitioners were offered Rs.10 lakhs per hectare along with some other amount being compensatory in nature to which the petitioners had agreed and sold their property to respondent -NRDA. But, later on, the NRDA offered higher rates of land to respondents No. 5 & 6 which was 17 lakhs per hectare. Submission of learned counsel for the petitioners is that, though, the transaction was termed as sale transaction, it was essentially payment of compensation, therefore, the compensation ought to be paid at par to all the affected villagers and different rates of compensation could not be fixed by the respondent-NRDA.

5. Though there is no representation made on behalf of respondent-NRDA, learned State counsel would submit that averments made in the writ petition itself shows that the petitioners sold their land by way of sale deed to respondent – NRDA. Referring to the document on record, he would submit that at the time when the petitioners agreed to sell their land, market value of the land was different whereas on the dates the sale deeds were executed by respondents No. 5 & 6 in favour of NRDA, the market value had undergone change.
6. Having heard learned counsel for the parties and gone through the records, it is apparent that present is not a case of acquisition of land through compulsory acquisition proceedings under the Land Acquisition Act, but, is a case of acquisition of land by New Raipur Development Authority by way of purchase as provided under Section 56 of Nagar Tatha Gram Nivesh Adhiniyam, 1973.
7. It appears that the Development Authority had offered to purchase the land of the petitioners at particular rates and other components, compensatory in nature forming a total amount of consideration which was agreed to by the petitioners. The petitioners voluntarily executed sale deed in favour of respondent -NRDA. The reply filed by the NRDA shows that at the time when sale deeds were executed by respondents No. 5 & 6, the rates had undergone change and sale deed was executed by respondents No. 5 & 6 in favour of Development

Authority. Obviously, in both the cases, the sale had taken place by agreement between the parties.

8. Even if it is accepted that the rates at which respondents No. 5 & 6 sold the property to NRDA was higher than the rates at which it was sold by the petitioners to NRDA, in writ petition under Article 226 of the Constitution of India, direction for payment of any additional amount cannot be given in favour of the petitioners. It was essentially a sale transaction and the parties agreed for sale and purchase on a particular sale consideration. In writ petition, no direction can be issued for enhancing the sale consideration only because in a subsequent sale-purchase, higher rates were applied.
9. Therefore, no relief can be granted to the petitioners in this case. It will, however, be open for the petitioners to seek any civil remedy by challenging the sale transaction and seeking its cancellation on such grounds as may be available to them under the law.
10. The petition is accordingly disposed off.

Sd/-
(Manindra Mohan Shrivastava)
Judge