

contends that even enhancement is inadequate and, hence, he filed present cross-objection.

02] V.I.D.C. has withdrawn their appeal on 08/12/2018, because enhancement was within prescribed limit of enhancement as per different Government Resolutions. So, now the issue is, whether the claimant is entitled to get further enhancement. The Special Land Acquisition Officer fixed the compensation at the rate of Rs.26,500/- per hectare, whereas it was enhanced to Rs.1,00,000/- per hectare by the Reference Court. Now, the original claimant wants it to Rs.1,30,000/- per hectare.

03] Before the Reference Court, the claimant relied upon following materials/evidence :

- (a) Sale-Deed by which he purchased the land on 17/08/1995.
- (b) Availability of well water in the acquired land.
- (c) Rate fixed by Reference Court in connected L.A.C. No.38/2003.

04] Whereas, according to learned Advocate Smt. U.A. Patil, all above materials were properly considered by the Reference Court. According to her, rate fixed in connected proceedings can be considered only when lands are situated in similar situation. According to her, it is not the situation herein.

05] The necessary details as reflected from the evidence and record are as follows :

(a)	Particulars of land	Gut No.172 - 1 H 8 R
(b)	Location	Village Zakalwadi, Tah. & Dist. Washim.
(c)	Government Notification under Section 4 of Land Acquisition Act.	02/04/1998.
(d)	Purchased of this land by the claimant.	17/08/1995 for Rs.2,30,000/- from Shri Ajit Kumar Nandlalji Gangwal.
(e)	Rate Fixed by Special Land Acquisition Officer.	Rs.26,500/- per hectare.
(f)	Rate enhanced by Reference Court vide judgment dated 26/02/2014.	Rs.1,00,000/- per hectare

06] The claimant examined himself & his vendor Shri Ajitkumar Gangwal. 7/12 Extract [Exh.19], copy of registered sale-deed [Exh.20] and copy of judgment in L.A.C. No.38/2003 [Exh.25] are the material documents. From the respondents' side, there was no evidence.

07] It is very well true that Reference Court in connected L.A.C. No.38/2003 has enhanced the rate from Rs.38,500/- per hectare to Rs.1,20,000/- per hectare. The Reference Court in that judgment relied upon following circumstances :

- (a)** Location of land – Same Village Zakalwadi.
- (b)** Date of Section 4 Notification – 02/04/1998 (same).
- (c)** Contemporaneous sale-deed.
- (d)** Existence of well in the land itself.
- (e)** Rate fixed in connected proceedings.
- (f)** Evidence of valuer Shri Gulhane.

08] So location, use of land, date of Section 4 Notification are the same. The main area of dispute is crop harvested and facility of irrigation available. It is true that on 7/12 Extract [Exh.19], there is reference of percentage of share in well water amongst the claimant (6 paise) and vendor Ajit Kumar Nandlal (94 paise). So, the claimant is not having exclusive right to use well water. About location of this well, there is reference in the sale-deed [Exh.20] (Internal Page 6). The well is situated in the land belonging to Nandlal Gyanchandji Gangwal, the father of claimant's vendor. The vendor has given one anna right to use well water to the claimant. These factors do suggest availability of well water to certain extent.

09] There is dispute amongst both the sides about crop cultivated from this land. It is true that in the claim affidavit filed before Reference Court, claimant has not mentioned about cultivation of any crop in the land. It is also true that the claimant nowhere says, what infrastructure he

has created for carrying well water to the field. At the same time, it is also true that there is reference of cultivation of crops "Soyabin, Harbhara" on 7/12 Extract.

10] It is very well true that the Reference Court has not discussed these aspects (about well water and crop) in the impugned judgment. So to certain extent, the claimant succeeds in asking for enhancement. This Court feels that enhancement should not be to the extent of Rs.1,20,000/- per hectare as fixed in connected L.A.C. No.38/2003. It is the "availability of well water to fullest extent and evidence of valuer about type of construction of well" are the factors which are not in existence in case before us.

11] There is one more factor on which there is heavy reliance by learned Advocate Shri Paliwal. The sale-deed between claimant and his vendor was executed three years (17/08/1995) earlier to publication of Section 4 Notification on 02/04/1998. The total consideration for 1 hectare and 8 Ares land was Rs.2,30,000/-. According to claimant, this is not considered by the Reference Court. According to learned Advocate Mrs. Patil, there is no proof that the land was purchased by the claimant for non-agricultural use.

12] It is true that there is no evidence of non-agricultural use of the land. So also the sale-deed is dated 17/08/1995 is just earlier to land

acquisition proposal of 1996-97. So also, the consideration in the sale-deed is not per hectare consideration but lumpsum consideration. So, the same cannot be considered.

13] For above discussion, the claimant is entitled to get compensation at the rate of Rs.1,10,000/- per hectare. So, compensation and the benefits need to be calculated at that rate. Hence, cross-objection needs to be partly allowed. Hence, the directions :

- I. Cross objection is partly allowed.
- II. The rate fixed by the Reference Court in the judgment, dated 26/02/2014 in L.A.C. No.157/2012 is modified as follows :
 - (a) Claimant is entitled to get compensation at the rate of Rs.1,10,000/- (Rupee One Lakh Ten Thousand Only) per hectare for acquired land bearing at Gut No.181, 1 Hectare 8 Ares.
 - (b) Claimant is entitled to get the benefits at modified rate.
 - (c) Amount of compensation be recalculated at above rate.

- III. The appellants to pay (after deducting amount already paid) that amount to claimant within a period of three months from today.
- IV. Once the amount is deposited, Office to transfer that amount to the bank account of cross-objector on furnishing bank details.
- V. Deficit Court Fee, if any, be recovered from claimant.
- VI. Applications pending, if any, be disposed of.
- VII. Cross objection is disposed of in the light of above order

(S.M. MODAK, J.)