

IN THE HIGH COURT OF ORISSA AT CUTTACK

WP(C) No.18344 of 2016

(Through Hybrid mode)

Mahila Sanskrutika Sangathan ***Petitioner***

-versus-

Commissioner-Cum-Secretary to ***Opposite Parties***
Government and others

Advocates appeared in this case :

For Petitioner : Mr. Khirod Kumar Rout, Advocate

For Opposite Parties : Mr. A. K. Sharma,
Addl. Govt. Advocate

CORAM:

JUSTICE ARINDAM SINHA
JUSTICE SANJAY KUMAR MISHRA

JUDGMENT
04.11.2022

ARINDAM SINHA, J.

1. Mr. Rout, learned advocate appears on behalf of petitioner, a Mahila Sangathan. He submits, there was order dated 20th August, 2013 made by a Division Bench of this Court in his client's writ petition WP(C) no.12889 of 2013. State was directed to allot land measuring Ac 0.080 dec. from the plot mentioned in favour of his client, on payment of premium as per decision of State Level Coordination Committee Meeting held on 7th September, 2001, regarding distribution of ceiling surplus land in Cuttack agglomeration.

He submits, State moved Special Leave Petition in the Supreme Court, dismissed by order dated 2nd July, 2014.

2. Impugned is letter dated 15th September, 2015, by which the Tahasildar has demanded premium of Rs.58 lakhs and ground rent etc. on aggregate Rs.64,81,500/- to be paid for execution of lease deed. He draws attention to letter dated 10th March, 2003 from competent authority, Urban Land Ceiling, Cuttack to the Government taking market value of the land (to be leased to his client) calculated at Rs.3,73,333/-. He submits, accordingly there be direction to deposit.

3. Mr. Sharma, learned advocate, Additional Government Advocate appears on behalf of State. He submits, grant of lease was sanctioned as per Orissa Government Land Settlement Act, 1962, the rules thereunder as well as circulars issued from time to time in that regard. He relies on paragraph 7 in the counter, extracted and reproduced below.

“7. That, the deponent further humbly submits that, as per the above circular of the Member, Board of Revenue, the following factors have been taken into consideration while fixing the premium of proposed lease :-

(i) The Bench Mark valuation of the contiguous land in the vicinity.

(ii) Genuine sale statistics of similar type of land, ignoring interested and speculative sales, which are usually made for tiny parcel of land at high consideration amount.

(iii) Location and potentiality of land.”

4. We have perused aforesaid order dated 20th August, 2013. It appears, the Division Bench found that the Government had decided to allot provisionally Ac 0.080 dec. of land in favour of petitioner on payment of premium. However, the proposal not having been worked out, petitioner was before Court. In the circumstances, the Court directed by paragraph 4 in said order, reproduced below.

“4. In view of the above, this Court disposes of this Writ Petition directing the opposite parties to allot the land measuring Ac 0.080 decimals from Plot No.831 (P) under Khata No.226 of Mouza – Badajobra in favour of the petitioner on payment of premium as per the decision of the State Level Co-ordination Committee Meeting on distribution of ceiling surplus land in Cuttack Agglomeration held on 07.9.2001, as expeditiously as possible, preferably within a period of two months from the date of production of certified copy of this order.”

(emphasis supplied)

Therefore, we find that no proposal was actually made by the Government regarding terms of the lease. The Division Bench had directed the Government to allot the land as per decision of the State Level Coordination Committee Meeting dated 7th September, 2001. We have enquired and ascertained from the parties that the minutes of the meeting does not say anything about premium nor rent.

5. The Government is to allot and lease out the land to petitioner. There is no dispute about that. Working out terms of lease appears to be controversy in the writ petition.

Petitioner has relied on a valuation, as appearing from aforesaid letter dated 10th March, 2003 issued by competent authority, Urban Land Ceiling, Cuttack. On query from Court Mr. Rout submits, his client is not in possession of the land as awaiting execution of the lease and delivery of possession.

6. We have before us a crystallized situation on entitlement of petitioner to have the lease. State has an obligation to grant and execute the lease, considering it was unsuccessful in assailing said order dated 20th August, 2013. In view of the circumstances, we venture to direct State to assess market value of the land to be leased out to petitioner as prevailing in year 2016, the writ petition was presented on 19th October, 2016 and inform petitioner of the premium and rent calculated accordingly. This is to be done by 15th December, 2022. For that purpose impugned letter dated 15th September, 2015 is set aside and quashed. It is expected that State will keep to the time line to avoid further dispute. We make it clear that within three weeks of communication regarding premium and rent, petitioner must take steps to have the lease executed.

7. The writ petition is disposed of.

(Arindam Sinha)
Judge

(S. K. Mishra)
Judge