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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD**

905 WRIT PETITION NO.14138 OF 2021

**BHAGINATH ASARAM SALE
VERSUS
THE STATE OF MAHARASHTRA AND OTHERS**

Ms. Pooja V. Langhe, Advocate for petitioner;
Mr. S.B. Pulkundwar, A.G.P. for respondent nos.1, 2 & 5;
Mr. Jiwan J. Patil, Advocate for respondent nos.3 & 4

**CORAM : RAVINDRA V. GHUGE
AND
S. G. MEHARE, JJ.**

DATE : 4th March, 2022

P.C.

1. The petitioner has put-forth prayer clause (B) and C) as under:-

“(B) By issuing writ of certioari, the acquisition proceeding as well as award bearing No.LAQ/AR/10/98 dated 20.09.2003 to the extent of petitioner may kindly be quash & set aside & name of petitioner may be directed to be reinstate as owner & possession revenue record of suit land Gut No.150, village Tisgaon, Dist. Aurangabad, to extent of 40 R.

(C) By issuing writ of mandamus, the respondent authorities may be directed forthwith to pay compensation

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for acquisition as per present market value along with interest.”

2. When this matter was heard on 2.3.2022, the learned Counsel, on instructions, created a picture before us that the acquisition has occurred in 2003 and the petitioner has been left high and dry. We therefore, called upon the CIDCO authorities to enlighten the Court as regards the fact situation.

3. The learned Advocate for the CIDCO authorities, has appreciably acted with great promptitude and has filed an affidavit-in-reply dated 3.3.2022. It is brought to our notice that the total compensation amount of Rs.70,48,680/- vide Cosmos Bank Draft No.052182 dated 25.6.2004 was deposited with the disbursing Authority. The Special Land Acquisition Officer, Aurangabad acknowledged the receipt of the same on 1.7.2004. The learned Advocate for CIDCO further submits that in paragraph 8 of the petition, the petitioner has made a statement that he has not withdrawn any award amount and is actually enjoying the possession of the 40 R land. This pleading is contradictory to prayer clause (B) or even prayer clause (C).

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4. When the above facts were narrated to us, the learned Advocate for the petitioner submits that he had received a notice from the Special Land Acquisition Officer to withdraw the compensation amount. He has neither refused the notice, nor lodged any protest. However, he has not withdrawn the amount of his share for the last 19 years. He then submits that he is willing to swap the land which is acquired by offering another portion of the land.

5. Considering the pleadings in the petition and the facts brought before us by CIDCO, it is apparent that the petitioner has attempted to mislead us for self serving purpose.

6. In the light of the above, we are convinced that the law laid down by the Honourable Apex Court in **Kishor Samrite Vs. State of Uttar Pradesh, (2013) 2 SCC 398** and **Bhaskar Laxman Jadhav Vs. Karmveer Kakasaheb Wagh Education Society, (2013) 11 SCC 531**, wherein it has been held that a litigant who attempts to play a fraud on the Court should not be shown any mercy and should be penalized for attempting to extract an order from the Court by misrepresentation, is applicable to this case.

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7. In view of the above, this petition is dismissed by imposing costs of Rs.50,000/- (Rupees Fifty Thousands) on the petitioner. The said amount shall be deducted by the Special Land Acquisition Officer from the share of the petitioner's compensation amount which is lying with him, and deposit the same in this Court on or before 31.3.2022.

8. After the amount is deposited in this Court, Rs.5,000/- shall be credited to the account of the Library of the Advocates' Association of Bombay High Court at Aurangabad; Rs.20,000/- would go to the Aurangabad Government Medical College & Hospital, Aurangabad and Rs.25,000/- to the newly established Government Cancer Hospital at Aurangabad.

9. Compliance report be submitted to this Court till 20.04.2022.

(S. G. MEHARE, J.)

(RAVINDRA V. GHUGE, J.)

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