IN THE HIGH COURT OF BOMBAY AT GOA, PORVORIM

FIRST APPEAL NO. 101 OF 2012

THE DY. COLLECTOR (L.A) AND ANR ......Appellants

Versus

SMT. SHANTABAI LAXMIKANT SHET PARKAR ....Respondent

REGISTRAR'S ORDER

The office has prepared the calculations and the views of both parties were called. The respondent has not filed her views, but the Adv. Prashil Arolkar on behalf of the appellants has filed his views that he accepts the calculation prepared by the office except calculation with regard to calculation of interest till the disposal of the appeal.

In his written views, he informs that the appellants have deposited an amount on 21st December, 2012. He further submits that liability of the appellants to pay the interest ceases from the date of deposit of the compensation amount in the Court.

Though, the Ld. Adv. Prashil Arolkar for the appellants submits that on deposit of the compensation amount in the Court, they are not liable to pay any interest as per section 28, the Hon'ble Division Bench of our own Hon'ble Court in the case of *Dr. Ramesh Mulgaonkar V/s Special Land Acquisition Officer (N) and Anr in Misc. Civil Application No. 593 of 2006 dated 5th February, 2007* in para 13 has observed that:

> *"In our, interest on enhanced compensation would have ceased to run only in case the respondents had deposited the amount with a view of paying the same to the applicant in the Reference Court.In other words, the expression Court in Section 28 of the Act or for that matter in Judgment of* ***Prem Nath Kapur and another*** *v.* ***National Fertilizers Corpn. of India Ltd. and others****(supra) could only be the Court as defined in Section 3(d) of the Act i.e. Reference Court. In case the applicant was ultimately not entitled to the same on account of the Respondents succeeding in the appeal filed by them then the respondents would certainly have been entitled for restitution. In our view, the liability to pay interest on enhanced compensation would cease only in case the respondents had deposited the amount of the award -decree in satisfaction of the decree and with a view to enable the decree-holder to withdraw the same."*

So, in the present case in hand, the amount is not deposited in the Court for the satisfaction of the decree/award. So, the applicants are entitled for the interest @ 9% and 15% as mentioned in section 28 of the Land Acquisition Act. The office has done calculation as per the sections 23(1), 1(a) and 2 and 28 of the Land Acquisition Act.

In written views, Ld. Adv R. Banaulikar for respondents informs that respondents are entitled for an interest amount @ of 15% till the date of payment. But as discussed, above said Authority in the case of *Dr. Ramesh Mulgaonkar V/s Special Land Acquisition Officer (N) and Anr,* the restrain on withdrawal of amount was only till the decision of appeal. After the decision of the appeal there was no such restrain. So the prayer of the respondent to pay interest @ 15% till the date of payment is not as per law, so it cannot be accepted.

So, an amount of Rs. 1,80,188.64/-(be rounded up as per the Accounts rules) be paid to the respondent alongwith Bank interest accrued on it from 18th January, 2022 till the encashment of the Fixed Deposit Receipt. The remaining amount with proportionate Bank interest from 18th January, 2022 till the encashment of the Fixed Deposit Receipt be paid to the appellants.

Date: 29th April, 2022

(Kiran A. Bagi)
Registrar (Judicial)