

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH**

CWP-28942-2019 (O&M)
Reserved on : 29.03.2022
Date of decision : 31.08.2022

M/s Swatantra Bharat Woollen Mills and another

...Petitioner(s)

Versus

State of Haryana and another

...Respondent(s)

CORAM: **HON'BLE MR. JUSTICE RAVI SHANKER JHA, CHIEF JUSTICE**
HON'BLE MR. JUSTICE ARUN PALLI

Present: Mr. C. B. Goel, Advocate,
for the petitioners.

Mr. Ankur Mittal, Addl. Advocate General, Haryana
with Mr. Saurabh Mago, Assistant Advocate General Haryana,
and Ms. Kushaldeep Kaur Manchanda, Advocate,
for the respondents.

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RAVI SHANKER JHA, C.J.

1. Shorn of unnecessary details, the issue involved in the instant writ petition is whether the acquisition proceedings qua the land of the petitioner have lapsed under Section 24 (2) of Right to Fair Compensation and Transparency in the Land Acquisition, Rehabilitation and Resettlement Act, 2013.

2. Before entering into the respective pleadings by the parties, it needs necessary mention that owing to the pendency of interpretation of the provisions of Section 24 (2) of the Act of 2013 before the Hon'ble Supreme Court of India, the petition including the present one wherein the writ jurisdiction of this Court under Article 226 of the Constitution of India was sought to be invoked, were kept pending; awaiting the outcome of the issue at hand by the Hon'ble Supreme Court of India. After seeing various interpretations, the controversy erupted was finally set at rest by the Hon'ble Constitution Bench of the Hon'ble Supreme Court of India in the case titled as ***Indore Development Authority Vs. Manohar Lal cited as AIR 2020 SC 1496***. The penultimate para of the judgment is reproduced here in below:-

‘....1. Under the provisions of Section 24(1)(a) in case the award is not made as on 1.1.2014 the date of commencement of Act of 2013, there is no lapse of proceedings. Compensation has to be determined under the provisions of Act of 2013.

2. In case the award has been passed within the window period of five years excluding the period covered by an interim order of the court, then proceedings shall continue as provided under Section 24(1)(b) of the Act of 2013 under the Act of 1894 as if it has not been repealed.

3. The word 'or' used in Section 24(2) between possession and compensation has to be read as 'nor' or as 'and'. The deemed lapse of land acquisition proceedings under Section 24(2) of the Act of 2013 takes place where due to inaction of authorities for five years or more prior to commencement of the said Act, the possession of land has not been taken nor compensation has been paid. In other words, in case possession has been taken, compensation has not been paid then there is no lapse. Similarly, if compensation has been paid, possession has not been taken then there is no lapse.

4. The expression 'paid' in the main part of Section 24(2) of the Act of 2013 does not include a deposit of compensation in court. The consequence of non-deposit is provided in proviso to Section 24(2) in case it has not been deposited with respect to majority of land holdings then all beneficiaries (landowners) as on the date of notification for land acquisition under Section 4 of the Act of 1894 shall be entitled to compensation in accordance with the provisions of the Act of 2013. In case the obligation under Section 31 of the Land Acquisition Act of 1894 has not been fulfilled, interest under Section 34 of the said Act can be granted. Non-deposit of compensation (in court) does not result in the lapse of land acquisition proceedings. In case of non-deposit with respect to the majority of holdings for five years or more, compensation under the Act of 2013 has to be paid to the "landowners" as on the date of notification for land acquisition under Section 4 of the Act of 1894.

5. In case a person has been tendered the compensation as provided under Section 31(1) of the Act of 1894, it is not open to him to claim that acquisition has lapsed under Section 24(2) due to non-payment or non-deposit of compensation in court. The obligation to pay is complete by tendering the amount under Section 31(1). Land owners who had refused to accept compensation or who sought reference for higher compensation, cannot claim that the acquisition proceedings had lapsed under Section 24(2) of the Act of 2013.

6. The proviso to Section 24(2) of the Act of 2013 is to be treated as part of Section 24(2) not part of Section 24(1)(b).

7. The mode of taking possession under the Act of 1894 and as contemplated under Section 24(2) is by drawing of inquest report/ memorandum. Once award has been passed on taking possession under Section 16 of the Act of 1894, the land vests in State there is no divesting provided under Section 24(2) of the Act of 2013, as once possession has been taken there is no lapse under Section 24(2).

8. The provisions of Section 24(2) providing for a deemed lapse of proceedings are applicable in case authorities have failed due to their inaction to take possession and pay compensation for five years or more before the Act of 2013 came into force, in a proceeding for land acquisition pending with concerned authority as on 1.1.2014. The period of subsistence of interim orders passed by court has to be excluded in the computation of five years.

9. Section 24(2) of the Act of 2013 does not give rise to new cause of action to question the legality of concluded proceedings of land acquisition. Section 24 applies to a proceeding pending on the date of enforcement of the Act of 2013, i.e., 1.1.2014. It does not revive stale and time-barred claims and does not reopen concluded proceedings nor allow landowners to question the legality of mode of taking possession to reopen proceedings or mode of deposit of compensation in the treasury instead of court to invalidate acquisition’.

3. The sum and substance of the interpretation of Section 24 (2) of the Act of 2013 by the Supreme Court is that the first and foremost condition to seek lapsing is that both the contingencies provided i.e. about the physical possession and the payment of compensation are to be fulfilled, meaning thereby, if either of the conditions is not satisfied, there would no lapsing. As far as the obligation to make the payment in lieu of the land acquired is concerned, it has been clarified that such obligation to pay is complete by tendering the compensation which would mean that the compensation amount was made available to the land owner and if he has not accepted the same, it will not be available for the land owner to claim that the compensation has not been paid. Similarly, word “deposit” has been interpreted to mean depositing with the LAC or the treasury or the reference court. Drawing of panchnama has been considered to be a valid proof of taking physical possession and once the land stands vested in the State, there is no divesting provided under Section 24 (2) of the Act of 2013. The Supreme Court has further clarified that the period for which any interim order was in operation, will be excluded while computing the gap period of five years. Similarly, it has been clarified that Section 24 (2) of the Act of 2013 does not give rise to new cause of action to question legality of concluded proceedings of land acquisition as it applies to only those cases wherein the proceedings were pending on the date of enforcement of Act of 2013.

4. Having perused the judgment passed by the Supreme Court in Indore Development Authority (supra) and the principles laid down, now we proceed to test the factual matrix of the case in hand pleaded before us on to the afore reproduced principles laid down by the Hon'ble Supreme Court of India.

5. As per the case put forth by the petitioner no. 1, it is a partnership firm and carrying on its business of manufacturing woollen and shoddy yarn, blankets and textile products at Panipat. It has been claimed by the petitioners that they are owner in possession of the total property measuring 19K 16 M situated in Khasra No. 648 min, 649 min, 3722/1 min, 3722 min, 3724 min, 3727/1 min, 3727/2 min, 3728 min and 3728/1 min in Patti Taraf Insar Panipat. The said land is in the continuous possession of the petitioners since the time of its purchase. Huge construction exists over the land in question.

6. The said land was sought to be acquired by the State of Haryana vide notifications dated 23.02.1989 and 22.02.1990 issued under Section 4 and Section 6 of the Land Acquisition Act, 1894 respectively; followed by an award dated 21.02.1992 for the public purpose namely, for the development of Residential and Commercial Sector 13-17 Panipat. It is the case of the petitioners that out of the acquired land, the entire land was released except an area measuring 3 Bighas 14 Biswas which was not released on the ground that the same is required for green belt falling within 30 meters on GT road. The petitioners have further contended that being aggrieved with the acquisition of the land in question, a CWP No. 19117 of 1991 was filed wherein at the time of issuance of notice of motion, the status quo qua dispossession was granted which remained operative till the decision of the writ petition on 25.05.2011, decided in terms of the decision dated 19.12.2008 passed by this Court in CWP No. 8329 of 1990. While disposing of the petition statement of the Ld. Counsel for the petitioners was recorded that they will have no objection for the acquisition of their land required for green belt and directions were issued to the State to refer the matter to the committee constituted in terms of decision of this Court in CWP No. 8329 of 1990 or to constitute a new committee, for reconsideration of the case of the petitioner.

7. As per the case set by the petitioners, after a long delay, a committee was set up to comply with the directions passed by this court. The committee gave its decision dated 25.03.2015, thereby recommending to

release the land which was falling beyond the green belt, subject to them depositing EDC. Be as it may, it has been claimed that even after passing of the award neither the possession of the land was taken nor compensation was paid by the authorities and as such the acquisition proceedings have lapsed in view of Section 24 (2) of the Act of 2013, by placing reliance on Pune Municipal Corporation and another versus Harakchand Misrimal Solanki 2014 (1) RCR (Civil) 880, Union of India and others versus Shiv Raj 2014 (3) RCR (Civil) 357 and others. Thus, de hors of the proceedings, the claim in the instant petition is based upon the provisions of Section 24 (2) of the Act of 2013.

8. Per contra, Mr. Ankur Mittal, Learned Additional Advocate General, Haryana, submits that the present writ petition, filed by the petitioners seeking lapsing of acquisition proceedings by invoking the provisions of section 24 (2) of the Act of 2013 on the alleged ground of being in physical possession of the land in question and the compensation having neither been paid nor deposited in the reference Court, deserves to be dismissed on the short ground of not being maintainable. While referring to the pleadings, he urged that even as per the own case set up by the petitioner, the order of stay of dispossession of the petitioner remained operative till the decision of their earlier CWP No. 1170 of 1991 on 25.02.2011. The Supreme Court in Indore development Authority (Supra), clarified that the period for which any interim order was in operation, will be excluded while computing the gap period of five years. Similarly, it has been clarified that Section 24 (2) of the Act of 2013 does not give rise to new cause of action to question legality of concluded proceedings of land acquisition as it applies to only those cases wherein the proceedings were pending on the date of commencement of Act of 2013. By applying the said ratio to the facts of the present case, if the period, for which interim order remained operative, is excluded, the pre-requisite gap period of 5 years between the award passed and the Act of 2013 coming into effect is not made out which itself disentitles the petitioners to invoke the provisions of Section 24(2) of the Act of 2013 and thus, the writ petition deserves to be dismissed on this short ground alone.

9. Taking us further, he argued that even otherwise, the present writ petition deserves dismissal on account of the fact that the physical possession of the land in question stands duly taken by recording Rapat Roznamcha. The contention of the petitioners that he is in physical

possession of the land is absolutely fallacious in view of the law laid down by the Hon'ble Supreme Court of India in Indore Development Authority (supra) wherein the recording of Rapat Roznamcha has been construed as a valid mode of taking possession and as such even in the case at hand, the possession of the land was taken vide Rapat No. 275 dated 21.02.1992 and further mutation No. 18741 dated 15.10.2003 has also been sanctioned in favour of the beneficiary department i.e. HSVP. Therefore, the land stood vested in the State free from all encumbrances and even if the petitioner is stating himself to be in the possession of the land, it is only in the capacity of a trespasser and not as owner.

10. As regards the compensation, he has submitted that the amount of entire compensation including for the land in question was duly tendered. It is substantiated from the fact that out of the total amount of the award i.e. Rs. 16,52,32,478/- an amount of Rs. 13,44,57,860/- has been disbursed thereby constituting majority of the compensation amount. The petitioners have, thus, chosen not to receive the same out of their own will. As a sequel of the aforesaid, he submits that since possession of the land stands duly taken and the compensation stands duly tendered, therefore, none of the contingencies provided under section 24(2) of Act of 2013 are fulfilled and as such the present petition merits dismissal.

11. Mr. Mittal has further argued that though for all intents and purposes, the present writ petition has been filed seeking benefit of release of land under Section 24(2) of the Act of 2013, however, another plea has been sought to be setup to seek quashing of the acquisition proceedings qua land measuring 3 Bighas 14 Biswas which deserves to be rejected not only on the ground of delay and laches, but also on the ground of being hit by principles of Res judicata.

12. Admittedly, even before the award was announced, the petitioners approached this Court by filing CWP No. 19170 of 1991. During the pendency of the proceedings, the award was announced on 21.02.1992. The civil writ petition was decided vide judgment and order dated 25.05.2011 by recording the statement of the Ld. Counsel for the petitioner that they have no objection to the acquisition of their land required for green belt, however, remaining land be released. As per Annexure P-6 attached with the writ petition and the reply filed, the award in the case in hand was announced qua 10 Bighas 2 Biswas only. Subsequently, an additional land of the petitioners was released thereby leaving 6 Bighas 15 Biswas land of the

petitioners under acquisition, which has also been recorded in the order dated 25.05.2011. This court further directed the authorities to reconsider the case of the petitioners as regards the land falling beyond the green belt.

13. In this regard, pleaded case of the petitioners is that as per the report of JSIC annexed as Annexure P-7, the land measuring 3 Bighas 14 Biswas was falling in the green belt and remaining 3 Bighas 1 Biswas was falling beyond 13 mtr. green belt. The land falling beyond green belt was recommended for release subject to the condition that petitioners shall deposit EDC charges as demanded by HUDA Authorities. This report is dated 25.03.2015 and nothing has been stated by the petitioner about the outcome of the said recommendations viz, as to whether any such EDC charges were paid by the petitioner or not.

14. Be as it may, the report of the committee is dated 25.03.2015 and the petitioners have not assailed it in the present petition. They have chosen to simply lay challenge to the acquisition proceedings, which is clearly hit by the principles of Order 2 Rule 2 CPC. Even otherwise the present writ petition having been filed in the year 2019, thus, the petitioners cannot be permitted to lay challenge to the acquisition proceedings on merit as the same is barred by the principles of delay and laches. The physical possession of the land stands taken and the compensation amount has been duly tendered, thus, the land in question has vested in the State free from any encumbrances and as a consequence thereof, the petitioners cannot be permitted to lay challenge to the acquisition on merits.

15. Having heard the respective arguments, going through the respective pleadings and above all the exposition of Indore Development Authority (supra), we are of the considered opinion that the instant petition is liable to be dismissed for more than one reason.

I. **Maintainability of petition filed under Section 24 (2)**

16. The petitioners have invoked the provisions of Section 24 (2) of the Act of 2013 to claim lapsing of land acquisition proceedings qua the land in question. A perusal of the provisions of Section 24 (2) of the Act of 2013 makes it abundantly clear that the deeming fiction of lapsing as provided in the said section is available only to those land acquisition proceedings wherein the award under Section 11 of the 1894 Act was announced five years or more prior to coming into effect the new Act. As far as the

computation of the said period of five years or more is concerned, the Supreme Court in Indore Development Authority has categorically held that period during which interim order was in operation need to be excluded.

Para 331 of the said judgment is extracted here in below:-

‘....331. For all these reasons, it is held that the omission to expressly enact a provision, that excludes the period during which any interim order was operative, preventing the State from taking possession of acquired land, or from giving effect to the award, in a particular case or cases, cannot result in the inclusion of such period or periods for the purpose of reckoning the period of 5 years. Also, merely because timelines are indicated, with the consequence of lapsing, under Sections 19 and 69 of the Act of 2013, per se does not mean that omission to factor such time (of subsistence of interim orders) has any special legislative intent. This Court notices, in this context, that even under the new Act (nor was it so under the 1894 Act) no provision has been enacted, for lapse of the entire acquisition, for non-payment of compensation within a specified time; nor has any such provision been made regarding possession. Furthermore, non-compliance with payment and deposit provisions (under Section 77) only results in higher interest pay-outs under Section 80. The omission to provide for exclusion of time during which interim orders subsisted, while 285 determining whether or not acquisitions lapsed, in the present case, is a clear result of inadvertence or accident, having regard to the subject matter, refusal to apply the principle underlying the maxim actus curae neminem gravabit would result in injustice....’

17. It is the categorical case pleaded by the petitioner himself that earlier, the acquisition proceedings qua the land in question was challenged by filing CWP No. 19170 of 1991 wherein while issuing of notice of motion, the dispossession of the petitioners from the land in question was stayed. This order remained operative till the decision of the writ petition on 25.05.2011. If the period till 25.05.2011 is excluded, the net result will be that the pre-requisite gap period of five years is not there which takes the instant petition out of the purview of Section 24 (2) of the Act of 2013. It being so, there remains no doubt that so far as the land in question is concerned, the plea of lapsing of the acquisition under Section 24 (2) of the Act of 2013 is not available. Thus, the instant petition being not maintainable deserves to be dismissed, which is accordingly dismissed.

II. **Physical possession of the land in question stands taken**

18. The petitioners in the instant petition have claimed to be in the physical possession of the land in question. Positive case set up by the

petitioner is that even though the award was passed on 21.02.1992 but yet the physical possession has not been taken from them. In this regard, the respondents have filed the reply submitting therein that after the announcement of the award, possession was duly taken by recording Rapat no. 275 dated 21.02.1992 and Mutation no. 18741 dated 15.10.2003 was sanctioned in favour of beneficiary department. The Supreme Court in Indore Development Authority (Supra) has categorically held that the recording of panchnama is the valid mode of taking possession of the land and amounts to taking of physical possession of the land. Once the possession of the land is taken, it vests in the State free from all encumbrances and any person who retains the possession of the land thereafter is a trespasser. The reference in this regard is made to the following paragraphs from the judgment:-

...244. Section 16 of the Act of 1894 provided that possession of land may be taken by the State Government after passing of an award and thereupon land vest free from all encumbrances in the State Government. Similar are the provisions made in the case of urgency in Section 17(1). The word “possession” has been used in the Act of 1894, whereas in Section 24(2) of Act of 2013, the expression “physical possession” is used. It is submitted that drawing of panchnama for taking over the possession is not enough when the actual physical possession remained with the landowner and Section 24(2) requires actual physical possession to be taken, not the possession in any other form. When the State has acquired the land and award has been passed, land vests in the State Government free from all encumbrances. The act of vesting of the land in the State is with possession, any person retaining the possession, thereafter, has to be treated as trespasser and has no right to possess the land which vests in the State free from all encumbrances.

*245. The question which arises whether there is any difference between taking possession under the Act of 1894 and the expression “physical possession” used in Section 24(2). **As a matter of fact, what was contemplated under the Act of 1894, by taking the possession meant only physical possession of the land. Taking over the possession under the Act of 2013 always amounted to taking over physical possession of the land. When the State Government acquires land and draws up a memorandum of taking possession, that amounts to taking the physical possession of the land. On the large chunk of property or otherwise which is acquired, the Government is not supposed to put some other person or the police force in possession to retain it and start cultivating it till the land is used by it for the purpose for which it has been acquired.** The Government is not supposed to start residing or*

to physically occupy it once possession has been taken by drawing the inquest proceedings for obtaining possession thereof. Thereafter, if any further retaining of land or any re-entry is made on the land or someone starts cultivation on the open land or starts residing in the outhouse, etc., is deemed to be the trespasser on land which in possession of the State. The possession of trespasser always inures for the benefit of the real owner that is the State Government in the case.

19. Thus, we are of the considered opinion that the physical possession of the land in question stands duly taken and thus, the plea being raised by the petitioners of them being in physical possession of the land in question is wholly mis-conceived and is liable to be rejected.

III. **Whether the compensation amount for the land in question was tendered or not.**

20. The respondents have categorically pleaded in the reply that the amount of compensation for the entire awarded land was made available to all the landowners. In this regard Mr. Mittal has asserted that in view of the exposition in Indore Development Authority (supra) the obligation of the State to pay the compensation is discharged if the amount of compensation is tendered which has been interpreted to mean that the amount was made available to the land owners as observed in Para 203 which is reproduced here in below:-

*‘...203. The word “paid” in Section 31(1) to the landowner cannot include in its ambit the expression “deposited” in court. Deposit cannot be said to be payment made to landowners. Deposit is on being prevented from payment. **However, in case there is a tender of the amount that is to mean amount is made available to the landowner that would be a discharge of the obligation to make the payment and in that event such a person cannot be penalised for the default in making the payment.** In default to deposit in court, the liability is to make the payment of interest under Section 34 of Act of 1894. Sections 32 and 33 (which had been relied upon by the landowners’ counsel to say that valuable rights inhere, in the event of deposit with court, thus making deposit under Section 31 mandatory) provide for investing amounts in the Government securities, or seeking alternative lands, in lieu of compensation, etc. Such deposits, cannot fetch higher interest than the 15 per cent contemplated under Section 34, which is pari materia to Section 80 of Act of 2013. Section 34 is pari materia to section 80 of Act of 2013 in which also the similar rate of interest has been specified. Even if the amount is not deposited in Reference Court nor with the treasury as against the name of the person interested who is entitled to receive it, if Collector has been prevented to make the payment due to exigencies provided in Section 31(2), interest to be paid.*

However, in case the deposit is made without tendering it to the person interested, the liability to pay the interest under section 34, shall continue. Even assuming deposit in the Reference Court is taken to be mandatory, in that case too interest has to follow as specified in section 34. However, acquisition proceeding cannot lapse due to non-deposit....’

21. The aforesaid facts clearly reveals that the amount of compensation was duly tendered so much so the majority of the compensation amount stands disbursed and thus, the State has discharged its obligation towards making the compensation for the land acquired. The plea being raised by the petitioner that they have not been paid the compensation amount is rejected.

IV. **None of the contingencies as given under section 24(2) of Act of 2013 are fulfilled?**

22. The Supreme Court in Indore Development Authority (supra) has clearly observed that for deemed lapsing of acquisition proceedings under Section 24 (2) of the Act of 2013, both the conditions i.e. payment of compensation and taking of possession must not be fulfilled i.e. if either of the condition is fulfilled, the lapsing cannot happen. The Hon’ble Supreme Court of India has observed that word “or” occurring in Section 24 (2) of the Act of 2013 must be read as “and/nor”. Relevant paras from the judgment are reproduced here in below:-

‘...99. In this Court’s considered view, as regards the collation of the words used in Section 24(2), two negative conditions have been prescribed. Thus, even if one condition is satisfied, there is no lapse, and this logically flows from the Act of 1894 read with the provisions of Section 24 of the Act of 2013. Any other interpretation would entail illogical results. That apart, if the rule of interpretation with respect to two negative conditions qualified by “or” is used, then “or” should be read as “nor” or “and”.

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101. In M/s. Ranchhoddas Atmaram and Anr. v. The Union of India and Ors.77, a Constitution Bench of this Court observed that if there are two negative conditions, the expression “or” has to be read as conjunctive and conditions of both the clauses must be fulfilled. It was observed:

“(13) It is clear that if the words form an affirmative sentence, then the condition of one of the clauses only need be fulfilled. In such a case, "or" really means "either" "or." In the Shorter Oxford Dictionary one of the meanings of the word "or" is given as "A particle co-ordinating two (or more) words, phrases or clauses between which there is an alternative." It is also there stated, "The alternative expressed by “or” is

emphasised by prefixing the first member or adding after the last, the associated adv. EITHER." So, even without "either," "or" alone creates an alternative. If, therefore, the sentence before us is an affirmative one, then we get two alternatives, any one of which may be chosen without the other being considered at all. In such a case it must be held that a penalty exceeding Rs. 1,000 can be imposed.

(14) If, however, the sentence is a negative one, then the position becomes different. The word "or" between the two clauses would then spread the negative influence over the clause following it. This rule of grammar is not in dispute. In such a case the conditions of both the clauses must be fulfilled and the result would be that the penalty that can be imposed can never exceed Rs. 1,000.'

(15) The question then really comes to this: Is the sentence before us a negative or an affirmative one? It seems to us that the sentence is an affirmative sentence. The substance of the sentence is that a certain person shall be liable to a penalty. That is a positive concept. The sentence is therefore not negative in its import."

(emphasis supplied)

Thus, for lapse of acquisition proceedings initiated under the old law, under Section 24(2) if both steps have not been taken, i.e., neither physical possession is taken, nor compensation is paid, the land acquisition proceedings lapse...'

23. In the case in hand as reflected from the reply filed, it is evident that after the award was announced on 21.02.1992, the physical possession was taken by recording the Rapat no. 275 dated 21.02.1992 whereafter the mutation was sanctioned in favour of the beneficiary department. As far as the compensation part is concerned, it stands duly stated in the reply that the amount was duly tendered and was made available to the petitioners. In view thereof, both the contingencies as provided in Section 24 (2) of the Act of 2013 are not fulfilled.

V. **Essentiality of the land in question**

24. Mr. Ankur Mittal on the strength of the facts recorded in the reply submits that the land in question as acquired for the public purpose namely, Sector 13 to 17 Panipat and has been planned as per the development plan of the sector duly approved by the competent authority. The land in question affects the planning of 13 mtr. green belt and 12 mtr. wide service road, therefore, is very much essential for achieving the public purpose. He has further argued that even in the earlier round of litigation

petitioners has made the statement that the petitioners have no objection to the acquisition of their land to the extent it is required for the green belt. Be that as it may, the land in question is stated to be very much essential for achieving the public purpose. We have considered this part of arguments of the respondents and are in complete agreement with the same as it is an essential factor to be kept in mind while dealing with the case arisen out of the acquisition of the land.

25. Though in terms of the observations made herein above, we have no hesitation to hold that the instant writ petition is liable to be dismissed. We are ad idem with Mr. Mittal that instant petition has been filed seeking benefit under section 24(2) of Act of 2013 only, which is evident from the pleadings made in the petition, grounds raised and legal questions framed. Though prayer has been made for quashing of acquisition proceedings as well, however, such prayer is liable to be rejected not only on the ground of delay and laches but also, on the ground that said prayer is hit by principles of res judicata since, it is an admitted fact that earlier, the petitioners had challenged the acquisition proceedings by filing CWP No. 19170 of 1991 which was decided on 25.05.2011, thereby, directing the authorities to reconsider the case of the petitioner in terms of the observations made in the said judgment.

26. Even the directions issued by this court stands complied with as the JSIC had made recommendations vide its report dated 25.03.2015 to release 3 Bighas 1 Biswas land falling beyond the green belt subject to the condition of depositing the External Development charges. The said report has not been assailed by the petitioners which mean that the fate of acquisition proceedings has been accepted by them. Once again, the proceedings cannot be allowed to be kept open after the rights of the parties have been settled. This goes without mention that the question as to whether the conditions were fulfilled by the petitioners or not, cannot be gone into as nothing has been placed on record by the parties. However, as far as the acquisition proceedings are concerned qua the land in question is concerned, it stands concluded and the plea being setup by the petitioner to lay challenge to the acquisition proceedings on merits, is liable to be rejected which is accordingly rejected.

27. As a conspectus of what all has been discussed here in above especially the fact that after the announcement of the award, the possession

was taken by recording rapat Roznamcha, mutation was sanctioned in favour of the beneficiary department and the obligation to pay the compensation stands discharged and also that the land in question is very much essential to achieve the public purpose, for which it is acquired; we are of the considered opinion that no ground is made out in the petition to interfere in the acquisition proceedings much less holding that the acquisition proceedings are deemed to have lapsed and thus, the claim made by the petitioner is rejected and the petition filed is hereby dismissed.

28. Since the main petition has been dismissed, all the pending applications, if any, stands disposed of.
29. Status quo order, if any, is hereby vacated.

(RAVI SHANKER JHA)
CHIEF JUSTICE

(ARUN PALLI)
JUDGE

31.08.2022
Amodh Sharma

Whether speaking/reasoned	Yes/No
Whether reportable	Yes/No