

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

WRIT PETITION NO.1539 OF 2023

**SANDEEP PRABHAKAR MALI AND OTHERS
VERSUS
THE STATE OF MAHARASHTRA THROUGH ITS
PRINCIPAL SECRETARY AND OTHERS**

...
Advocate for the Petitioners : Ms.S.A. Kale i/by Shri Kale Ajeet
B.

AGP for Respondents 1 to 3/State : Shri V.M. Kagne

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**CORAM : RAVINDRA V. GHUGE
&
Y. G. KHOBRAGADE, JJ.**

DATE :- 23rd June, 2023

Per Court :-

1. In this petition, the Petitioners comprise of the sellers/owners of the land and prospective purchasers, who have entered into an agreement to sell, with the owner. They are before the Court upon being aggrieved by the refusal of the Revenue Authorities, vide the impugned order, in granting permission to sell/ purchase the lands.

2. The learned AGP has placed before us a copy of the order dated 16.09.2022 issued by the District Collector, Jalgaon declaring the Gat Numbers and the areas of land which are to be

acquired since they would be submerged in the Minor Tapi Project, Padalse-Step-1.

3. The learned AGP submits that the transactions proposed between the Petitioners inter-se, has to be scrutinized with due circumspection. This is a strategic move to create sale instances by hiking the prices astronomically and thereby create a record to be utilized at the time of quantifying compensation towards acquisition under the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013. Based on such sale instances, a jacked-up rise in the price of land would be created and the landlords, whose lands would be subjected to the acquisition proceedings, would gain an undue advantage.

4. The learned Advocate for the Petitioners submits on specific instructions from his clients as under :-

[a] The agreement to sell is dated 22.01.2018 with regard to land Gat No.325.

[b] After the agreement to sell has been signed between the parties, they are unable to formalize the sale due to the impugned order.

[c] The land owners undertake not to interfere with the

acquisition process since they would be relinquishing their right, title and interest on the portion of the lands agreed to be sold.

[d] The purchasers would alone be entitled to receive the benefits of the acquisition process and the sellers would not claim a single rupee of compensation.

[e] All the petitioners as well as all sellers and purchasers connected with this parcel of land, would not cite this sale agreement as a sale instance in the acquisition proceedings and no benefit would be derived on the basis of such sale instance.

[f] The petitioners as well as the purchasers are tendering their individual affidavits in this petition thereby binding themselves to the above statements made.

5. Each of the Petitioners in this petition, have filed their individual affidavits similar to the affidavits filed in Writ Petition Nos.572/2020, 609/2020 and 610/2020.

6. In view of the above, **this Writ Petition is partly allowed**. The impugned order dated 16.09.2022 is quashed and set aside with the following further directions :-

(a) All the owners and purchasers in relation to land Gat No.325 shall be bound to their statements made before the Court

and the conditions set out in their affidavits filed in this petition.

(b) Under no circumstances, would any of these persons
resile from their statements made and take a contrary stand.

(c) In the event, they do so, such conduct shall be
treated as a fraud played on the Court and in which case, this
Court would initiate appropriate action, if brought to it's notice.

(d) The five conditions set out in these affidavits would
be inserted in the sale deeds as well as in the formal orders that
would be passed by the Revenue Authorities granting permission
to sell.

kps

(Y. G. KHOBRADE, J.)

(RAVINDRA V. GHUGE, J.)