

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

WRIT PETITION NO.8783 OF 2023

**RAJENDRA CHANGO SHELKE AND ANOTHER
VERSUS
THE STATE OF MAHARASHTRA THROUGH ITS PRINCIPAL
SECRETARY**

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M/s S. A. Kale, Advocate h/f Mr. A. B. Kale, Advocate for
Petitioners

Mr. V. M. Kagne, AGP for the Respondent - State

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

DATE : 24.07.2023

PER COURT :-

1. Leave to correct the date of the impugned order in prayer clauses (C) and (D). Correction be carried out forthwith.
2. 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.

3. The learned AGP points out the gut numbers and the areas of the land which would be submerged in the irrigation project.

4. 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 lands would be created/orchestrated and the landlords, whose lands would be subjected to the acquisition proceedings, would gain an undue advantage.

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

[a] The agreement to sell is dated 03.06.2022 with regard to land Gat No.334, 3 H 0.3 R in village Yewati, Taluka Bodhwad, District Jalgaon;

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

6. Each of these petitioners shall file their individual affidavits in this Court, similar to the affidavits filed in Writ Petition Nos.572/2020, 609/2020, 610/2020, 1539/2023, etc., within fifteen (15) days and copies be supplied to the learned AGP.

7. In view of the above, **this writ petition is partly allowed**. The impugned order dated 08.06.2023 is quashed and set aside with the following directions:-

(a) All the owners and purchasers in relation to land Gat No.334 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.

8. We direct that the sale instances entered into by any of these petitioners or any of the petitioners who had earlier appeared before us in the above mentioned writ petitions, would not be cited by any project affected person or claimant/farmer, as a sale instance and these sale instances would not be taken into account while deciding the compensation amount.

[Y. G. KHOBRADE, J.]
SMS

[RAVINDRA V. GHUGE, J.]