

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

WRIT PETITION NO.330 OF 2021

HOSHANG BOMANSHAW DORDI
VERSUS
THE MUNICIPAL COMMISSIONER AND OTHERS

...

Advocate for Petitioner : Mr. M.N. Shaikh h/f. Mr. S.S. Kazi

AGP for Respondent/State : Mr. S.B. Yawalkar

Advocate for Respondent No.1 : Mr. A.P. Bhandari

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**CORAM : MANGESH S. PATIL AND
S.G. CHAPALGAONKAR, JJ.**

DATE : 03.01.2023

PER COURT :

Heard both the sides finally.

2. The petitioner's property has been acquired for road widening by resorting to the Land Acquisition Act, 1894. The amount of compensation has been deposited with the Special Land Acquisition Officer. An intimation about it was given to him on 23.01.2012 for receiving the amount of compensation assessed. The petitioner has not been disputing these facts.

3. The petitioner's primary prayer is to the effect that instead of monetary compensation Transferable Development Rights (TDR) should be offered to him.

4. The learned advocate for the petitioner has failed to demonstrate that any such right is recognized by law. He may be interested in having a TDR but unless he is able to demonstrate that such a right is recognized by some statute, he will not be entitled to claim to exercise any such option. In the absence of which the petitioner is not entitled to the main relief of Transfer of Development Rights in lieu of monetary compensation.

5. Faced with the situation the learned advocate for the petitioner, on instructions, submits that simultaneously the petitioner in prayer clause 'D' has also claimed to withdraw the amount of compensation with interest at the rate of 12% and that prayer may be considered.

6. Again, as is pointed out by learned advocate Mr. Bhandari for the respondent Corporation the petitioner was specifically intimated about deposit of the money and was further put to notice that he would not be entitled to claim any interest for a period after 30.01.2012. Independently, the amount of compensation has already been deposited with the acquiring body way back in the year 2012 but the petitioner in spite of notice has not withdrawn it. He should blame himself for the situation he is in. He cannot be granted any premium on his lapse. Needless to state that the petitioner would be entitled to withdraw the amount which stands deposited with the Special Land Acquisition Officer, together with the interest accrued on it, if any.

7. The Writ Petition is partly allowed. The prayer for Transferable Development Rights in lieu of monetary compensation is rejected. The petitioner would be entitled to claim the amount of compensation lying with the Special Land Acquisition Officer which shall be paid to him, together with accrued interest, if any.

(S.G. CHAPALGAONKAR, J.)

(MANGESH S. PATIL, J.)