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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO. 9144 OF 2019**

The Bombay Xaverian Corporation Pvt. Ltd.Petitioner
Through The Authorised Treasure/Director

V/s.

The State of Maharashtra and OrsRespondents

Mr. C. M. Korde Senior Advocate a/w Mr. Pranav Counsel i/b Mr.
Prakash Ahuja for the Petitioners a/w Mr. Vinit P. Ahuja.

Mr. Murlidhar Patil for Respondent Nos. 3 and 4.

Mr. A. I. Patel, Addl GP a/w Mrs. M.S. Bane AGP for Respondent Nos.
1 & 2

**CORAM : R. D. DHANUKA &
GAURI GODSE, JJ.**

DATED : 23 MARCH, 2023

PC. :-

1. Learned senior counsel for the Petitioner tenders a draft amendment and seeks leave to delete Respondent Nos. 5 & 6 from the cause title of the Petition. We grant leave to carry out amendment. Draft amendment tendered across the bar is marked as 'X' for identification. Amendment to be carried out within two weeks from today. Re-verification is dispensed with. Amendment shall also be carried out in the copies supplied to Respondent Nos. 1 to 4. Petitioner is also granted leave to delete the words "as on today" in

fourth line of prayer clause (a). It shall be substituted with words “as on the date of determination of compensation”. Amendment to be carried out within two weeks from today.

2. Rule. Mr. Patel, the learned Additional Government Pleader waives service for Respondent Nos. 1 & 2. Mr. Murlidhar Patil waives service for Respondent Nos. 3 & 4. Rule returnable forthwith.

3. By this Petition under Article 226 of the Constitution of India, Petitioner seeks Writ of Mandamus against Respondent Nos. 2 to 5 to pay compensation to the Petitioners at the market rate as on date of filing the Petition within a period of 6 months as per the provisions of The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 (‘Act of 2013’) in respect of the land survey No. 21 + 23/2+3 admeasuring 3948 Sq. Mtrs. situated at village Deolali, Taluka & District Nashik acquired for the purpose of road widening and D.P. Road.

4. It is common ground that the Petitioner is the owner in respect of larger plot of land bearing survey No. 21+23/2+3 totally admeasuring 40600 Sq. Mtrs situated within the Nashik Road

(Deolali) Municipal Corporation. The Petitioners and Respondent Nos. 1 to 4 entered into an agreement dated 15th October 2016 in respect of the land admeasuring 40600 Sq. Mtrs for various public purposes. The said agreement was followed by a Sale Deed between the parties on 24th May 2018 duly registered.

5. Mr. Korde, learned senior counsel for the Petitioner submitted that out of the larger plot, area admeasuring 1875 Sq. Mtrs. of the land is required for National Highway No. 50 now numbered as National Highway No. 60 and 698 Sq. Mtrs for the service road in connection with the National Highway. He submitted that possession of the entire land has been handed over to the Nashik Municipal Corporation. It is submitted that since the land admeasuring 1875 Sq. Mtrs is not required by Nashik Municipal Corporation, Respondent Nos. 3 & 4 be directed to re-convey the said land and the prayer for payment of compensation be restricted to only to area of 1375 Sq. Mtrs. required for the purpose of 18 Mtrs DP road. He invited attention to prayer clause (a) of the Petition and submitted that since the Respondents have not paid the said compensation, though a Sale Deed was executed between the parties, Petitioners would be entitled to receive compensation at the present market rate

under the provisions of the said Act of 2013 in respect of the land admeasuring 1375 Sq. Mtrs.

6 Mr. Patil, learned counsel appearing for Respondent Nos. 3 & 4 does not dispute that the Sale Deed was executed in respect of land admeasuring 1375 Sq. Mtrs + 1875 Sq. Mtrs and 698 Mtrs for different purposes. He further states that National Highway Authority of India has refused to acquire land admeasuring 1875 Sq. Mtrs and 698 Sq. Mtrs which were required for the purpose of National Highway and service road in connection with the said National Highway. Learned counsel has no objection to execute the Deed of Re-conveyance in favour of the Petitioners in respect of the land admeasuring 1875 Sq. Mtrs and 698 Sq. Mtrs. out of the larger plot within 8 weeks from today. Statement is accepted.

7. It is made clear that once the possession of land admeasuring 1875 Sq. Mtrs. and 698 Sq. Mtrs. is handed over to the Petitioners, the Petitioners agree not to claim any compensation whatsoever in respect of those lands. Statement is accepted.

8. In so far as compensation in respect of 1375 Sq. Mtrs is

concerned, it is made clear that the Petitioners would be entitled to seek compensation for the said land at the prevalent market rate under the provisions of the said Act of 2013 which shall be determined by Respondent Nos. 1 & 2 within 8 weeks from today and to pay such compensation within 8 weeks thereafter. Entire process of determination and payment after following the due procedure required to be followed shall be completed within 6 months from today.

9. Writ Petition is disposed of in the aforesaid terms. Rule is made absolute in the above terms. No order as to costs.

10. Parties to act on authenticated copy of this Order.

(GAURI GODSE, J.)

(R. D. DHANUKA, J.)