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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

VASANT
ANANDRAO
IDHOL

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WRIT PETITION NO.575 OF 2022

1.	Ashok s/o Masu Bansode, Age : 53 Years, Occupation : Agriculture, R/o Village Chale, Taluka Pandharpur, District Solapur.	
2.	Smt.Sunanda w/o Ashok Baansode, Age : 45 Years, Occupation : Agriculture Household, R/o Village Chale, Taluka Pandharpur, District Solapur.	Petitioners
	Versus....	
1.	State of Maharashtra, Through its Principal Secretary, Revenue and Forest Department.	
2.	The Divisional Commissioner, Pune.	
3.	The Collector, Solapur.	
4.	The Special Land Acquisition Officer, Bori Medium Project and Sub-Divisional Officer, Sub-Division Solapur, Taluka Pandharpur, District Solapur.	
5.	The Executive Engineer, Minor Irrigation, Division No.1, District Solapur.	...Respondents

Ms.Pradnya Talekar i/b M/s.Talekar & Associates for the Petitioners.

Ms.M.S. Bane, AGP for the State – Respondent Nos.1 to 4.

Mr.Vilas B. Tapkir for the Respondent No.5.

CORAM : R.D. DHANUKA &
M.M. SATHAYE , JJ.
RESERVED ON : 31ST JANUARY, 2023.

DATE OF PRONOUNCEMENT : 24TH FEBRUARY, 2023.

JUDGMENT : (Per R.D. Dhanuka, J.) :

1. Rule. Learned AGP waives service for the Respondent Nos.1 to 4. Mr.Vilas B. Tapkir waives service for the Respondent No.5. Rule is made returnable forthwith.

2. By this Petition filed under Article 226 of the Constitution of India, the Petitioners seek a writ of mandamus against the Respondents to pay to the Petitioners the rental compensation at the rate of 8% p.a. on the amount of compensation awarded to them through private negotiations as shown in the Sale Deeds dated 30th September, 2019 and 12th August, 2020 along with 6% interest thereon. Some of the relevant facts for the purpose of deciding this Petition are as under :

3. It is the case of the Petitioners that the Petitioners were the owners of the lands admeasuring 9 R bearing Gat No.426, 41 R bearing Gat No.456 and 66 R bearing Gat No.461 all situated at Village Chale, Taluka Pandharpur, District Solapur. The Respondent No.5 took possession of the writ lands in the month of January, 1992. No acquisition proceedings were commenced by the Respondents till private negotiations in respect of the writ lands took place between the parties in the year 2019.

4. In pursuance of the private negotiations, the Petitioners

and the Respondent No.5 executed the Sale Deeds on 30th September, 2019 and 16th September, 2020 in respect of the writ property.

5. On 15th June, 2020 and 27th August, 2020, the Petitioners made the representations to the Respondent No.5 requesting to pay the rental compensation along with interest from the date of taking possession of the writ lands.

6. On 19th March, 2020, 10th August, 2020 and 27th October, 2020, the Deputy Collector (Land Acquisition), Coordination, Solapur, the Assistant Superintending Engineer, Bhima Canal Circle, Solapur and the Collector, Solapur addressed the letters to the Executive Engineer, Ujani Canal Division No.1, Mangalwedha, Executive Director, Maharashtra Krishna Valley Development Corporation, Pune and the Superintending Engineer, Bhima Canal Circle, Solapur requesting them to pay rental compensation and the interest thereon in accordance with the law to the Petitioners.

7. It is the case of the Petitioners that despite such request made by various authorities to the Respondent No.5 to pay rental compensation in accordance with law to the Petitioners, the Respondent No.5 did not pay any such rental compensation with interest or otherwise to the Petitioners. It is the case of the Petitioners that refusal on the part of the Respondent No.5 to pay rental

compensation to the Petitioners is contrary to the Government Resolutions dated 1st December, 1972, 7th September, 1977 and 24th March, 1988 regarding providing for payment of rental compensation to the land owners whose lands were acquired by private negotiations for public purpose. The Petitioners thus filed this Writ Petition for various reliefs.

8. Ms.Talekar, learned counsel for the Petitioners invited our attention to the Government Resolutions dated 1st December, 1972, 7th September, 1977 and 24th March, 1988 and submitted that the Respondent No.5 refused to pay rental compensation contrary to the directives issued by the Government of Maharashtra in those three Government Resolutions. She submitted that the possession of the lands was already taken by the Respondent No.5 as far back as in the year 1992. The decision to pay rental compensation in respect of the writ lands was taken in the meeting held by the Sub-Divisional Officer (Land Acquisition), Solapur on 8th July, 2020, which meeting was attended by various officers of the Respondent No.1.

9. It is submitted that none of the Respondents took any steps to acquire the lands under the provisions of the Land Acquisition Act, 1894 or The Right to Fair Compensation in Land Acquisition, Rehabilitation and Resettlement Act, 2013 (for short the said "Fair Compensation Act").

10. It is submitted by the learned Counsel for the Petitioners that the Committee constituted under the Chairmanship of the Sub-Divisional Officer (Land Acquisition) Coordination, Solapur also recommended to pay to the land owners rental compensation in accordance with the Government Resolutions dated 1st December, 1972 and 2nd April, 1979. It is submitted that the Deputy Collector (Land Acquisition) Coordination of Solapur and various authorities addressed the letters to the Executive Engineer, Ujni Canal at Mangalwedha, Executive Director, Maharashtra Krishna Valley Development Corporation, Pune and the Superintending Engineer, Bhima Canal Circle, Solapur requesting them to pay rental compensation to the Petitioners with interest, however the Respondents did not make any such payment.

11. It is submitted that the Respondent No.4 has passed the order for acquisition without following the due procedure prescribed under the Land Acquisition Act, 1894. Though the private negotiations took place after 27 years of taking possession of the lands of the Petitioners, payment towards rental compensation along with interest was not made when the Sale Deeds were executed in September, 2019 and September, 2020.

12. Learned counsel for the Petitioners tendered copy of the Government Resolutions. She also placed reliance on the following

judgments / orders :

i). Order passed by this Court in Civil Application No.859 of 2018 in Writ Petition No.9195 of 2014 in case of **Shri Pramod Pandurang Patwardhan vs. State of Maharashtra & Ors.** dated 13th June, 2018,

ii). Judgment delivered by this Court in Writ Petition No.6048 of 2021 in case of **Shital Anna Walawade & Ors. vs. The State of Maharashtra & Ors.** dated 12th January, 2023,

iii). Judgment of the Hon'ble Supreme Court in case of **Shankarrao Bhagwantrao Patil etc. vs. State of Maharashtra, 2021 SCC OnLine SC 763,**

iv) Judgment of the Nagpur Bench of this Court in case of **Motiram Zingar Wawre vs, State of Maharashtra & Ors., 2017(4) MhL.J. 627.**

13. It is submitted that the payment of rental compensation having been prescribed under the Government Resolutions issued by the State Government is a statutory right of the Petitioners to claim in view of the Respondents having taken possession of the writ lands in advance before the date of acquisition of the property by private negotiations. The Petitioners having lost the possession of the writ lands in the year 1992, could not be deprived of payments of rental compensation from the date of taking possession of writ property till

the date the Petitioners and the Respondent No.5 entered into the Sale Deeds.

14. Learned counsel for the Petitioners relied upon Section 28 of the said Fair Compensation Act and submitted that the Respondent No.5 was under an obligation to take into consideration the parameters prescribed under the said provisions along with Section 30 of the said Fair Compensation Act, 2013 while determination of payment of compensation.

15. Ms.Talekar, learned counsel for the Petitioners submitted that on 12th May, 2015, the State Government had formed a policy regarding acquisition of lands by entered into private negotiations with the land owners in pursuance of the said Fair Compensation Act. She submitted that 25% additional amount was already considered over and above the valuation of land according to the ready reckoner rates as on the date of the negotiations between the parties. She submitted that the said policy framed by the State Government dealt with calculation of compensation amount payable as per the provisions of the Fair Compensation Act and did not provide for any rental compensation from the date of possession, as sought to be claimed by the Petitioners.

16. Learned counsel relied upon the policy dated 12th May, 2015 and submitted that the Government Resolution dated 21st

September, 2016 did not supersede the earlier Government policies regarding rental compensation. There was no consultation much less negative covenant in the Government Resolutions stating that the land owners would not be entitled to claim any amount over and above the compensation (including rental) agreed in the Sale Deed. The Government Resolution also did not provide for taking over possession of the land before following the procedure prescribed thereunder. She submitted that the policy of payment of rental compensation was operative in the same manner. As on the date the land is acquired subsequently under the provisions of the Land Acquisition Act, 1894 or by entering into the Sale Deeds. She also placed reliance on the judgment delivered by a Single Judge of this Court in case of **Motiram Zingar Wawre** (supra).

17. Mr.Vilas B. Tapkir, learned counsel for the Respondent No.5 on the other hand also tendered compilation of documents and relied upon various Government Resolutions. He submitted that the Review Petition filed by Maharashtra Krishna Valley Development Corporation, Pune against the judgment of this Court relied upon by the learned counsel for the Petitioners is pending before this Bench. He also relied upon the order dated 13th February, 2020 passed by the Division Bench of this Court in the said Review Petition (Stamp) No.31582 of 2019 in Writ Petition No.13476 of 2017 filed by

Maharashtra Krishna Valley Development Corporation, Pune against
The Ichalkaranji Co-Operative Spinning Mills Limited & Ors.

18. Learned Counsel for the Respondent No.5 submitted that the claim for payment of the rental compensation made by the Petitioners is based on the Government Resolution dated 1st December, 1972, 7th September, 1977 and 24th March, 1988. He submitted that the Petitioner had admittedly negotiated for sale of the writ property and executed the Registered Sale Deed on 21st September, 2019. He submitted that in the said Sale Deed, the parties have already stated that as per the discussions dated 31st July, 2019, the amount of Rs. 32,54,890/- was full and final and the Petitioners would not claim any more amount or alternate land. The Petitioners also executed an Indemnity Bond stating that they would not claim any more amounts from the Respondent No.5. He also relied upon the Sale Deed dated 26st September, 2019 executed containing similar terms as also indemnity bond.

19. It is submitted that the third Sale Deed was executed by and between the Petitioners and the Respondent No.5 on 22nd July, 2020 containing the similar terms as also similar indemnity bond. He submitted that since the Petitioners have been paid compensation on the basis of such negotiations between the parties under the provisions of the Right to Fair Compensation Act, 2013 and the

Petitioners having accepted compensation as mutually agreed under the Right to Fair Compensation Act, 2013, the Petitioners cannot be allowed to claim the rental compensation based on the Government Resolutions issued considering the provisions of the Land Acquisition Act, 1894.

20. The learned Counsel distinguished the Judgment relied upon by Ms.Talekar, on the ground that in none of these Judgments, the provisions of Section 26 to 30 of the Right to Fair Compensation Act, 2013 were considered. He also relied upon the subsequent Resolution dated 17th April, 2003 and submitted that by the said Government Resolution, earlier Government Resolution dated 1st December, 1972 came to be cancelled. She submitted that the additional 25% amount was already considered over and above the valuation of land as per ready reckoner rates under the provisions of the Right to Fair Compensation Act, 2013 by private negotiations, the Petitioner now cannot be allowed to raise a claim for payment of rental compensation.

21. Ms.Talekar the learned Counsel for the Petitioners in her rejoinder argument submitted that the State Government had formulated a policy for acquiring the lands by way of direct sale instead of resorting to acquisition proceedings required under the provisions of the Land Acquisition Act, 1894 by issuing various

Government Resolutions. She relied upon the minutes of meeting dated 8th July 2020 and submitted that in the said meeting an objection was raised by the Respondent No.5 that the Petitioners were given additional 25% compensation and that the Petitioners had given an undertaking that they shall not claim any higher compensation.

22. It is submitted that though the Petitioners had given an undertaking, the same was only in respect of the compensation paid to the Petitioners by private negotiations and that there was nothing to infer that the rights of the Petitioners to receive rental compensation was given up by the Petitioners. She submitted that the Deputy District Collector, Coordination of Solapur had directed the concerned Authorities to take appropriate action to award rental compensation to the Petitioners as per the Government Resolution dated 1st December, 1972 and 2nd April, 1979. She submitted that the Petitioners were given assurances by the Authority that their rental compensation shall be decided as per the existing Government Policy and accordingly, the Petitioners executed the Sale Deed in respect of the land bearing Gat No. 461.

23. It is submitted that the Collector, however, did not initiate any action in pursuance of the decision taken in the meeting held on 8th July, 2020. The learned Counsel for the Petitioner placed reliance

on the letter of the Collector dated 19th March, 2020 addressed to the Executive Engineer opining that payment of rental compensation was necessary. The learned Counsel appearing for the Petitioners placed reliance on Section 80 of the Fair Compensation Act and submitted that even under the said Fair Compensation Act interest is payable @ 9% p.a. from the date of taking possession until it shall have been paid or deposited.

24. It is submitted that on the similar basis, the Petitioners who have been deprived of use of the writ property since the date of possession taken by the Respondent No.5, shall be compensated by payment of rental compensation from the date of possession till the said Sale Deeds were executed. The learned Counsel for the Petitioners submitted that the Petitioners cannot be deprived of their property without following due process of law. The entire action on the part of Respondents in refusing to pay rental compensation is in violation of Article 300A of the Constitution of India. She submitted that the payment of rental compensation is different than the compensation payable as per criteria prescribed under Section 26 of the Right to Fair Compensation Act, 2013.

25. The learned AGP for the State submitted that during the negotiation for sale of the writ property, the Petitioners did not demand any payment for rental compensation. He submitted that the

Petitioners have been already paid higher compensation under Section 26 and 30 of the Fair Compensation Act and thus cannot be allowed to now make a claim for rental compensation again after several years.

REASONS AND CONCLUSIONS :

26. The question that arises for consideration of this case is whether the possession of the writ property having been taken in the year 1992 and the Petitioners having been paid compensation by private negotiation under the provisions of the Right to Fair Compensation Act, 2013, claim for rental compensation from the date of possession till the date of execution of the Sale Deed or otherwise is maintainable.

27. It is not in dispute that the possession of the writ property was taken by the Respondent No.5 from the Petitioners in the year 1992. There was no award made by the Special Land Acquisition Officer under Section 11 of the Land Acquisition Act, 1894 prior to 1st January, 2014 when the said Fair Compensation Act came into force. The payment of price in respect of the writ property is negotiated in the year 2018. There were meetings held between the Petitioners and the Respondent No.5.

28. Three Sale Deeds were executed between the Petitioners and the Respondent No.5 on 21st September, 2019, 26th September,

2019 and 22nd July, 2020. The Petitioners had also executed three separate indemnity bonds. The Petitioners agreed that as per the discussions in meeting held on 31st July, 2019, the amount agreed by and between the parties was in full and final and that the Petitioners would not claim anymore amounts or alternate land from the Respondent No.5. In these Sale Deeds or indemnity bonds, the Petitioners did not reserve any right to demand rental compensation from the Respondent No.5 based on the Government Resolution relied upon by the Petitioners before this Court or otherwise.

29. The Petitioners have also not challenged the validity of the Sale Deeds entered into between the parties and also the indemnity bonds signed by the Petitioners. It is not the case of the Petitioners that the writ property was acquired by the Respondent No.5 under Section 19 of the Fair Compensation Act. The Petitioners do not dispute that an additional 25% amount of the market rate as per the ready reckoner rates has been already paid to the Petitioners under the Government Resolution issued by the State Government which otherwise the Petitioners could not have been paid if the regular procedure under Section 19 of the Fair Compensation Act would have been followed.

30. The Resolutions relied upon by the Petitioners were dealing with the land acquisition under the provisions of the Land

Acquisition Act, 1894. No reliance on those resolutions thus can be placed by the Petitioners in support of their claim for rental compensation. Neither the writ property was acquired under the provisions of Land Acquisition Act, 1894 nor any further steps were taken under this Act prior to 1st January, 2014. Admittedly, the action in respect of the writ property for acquisition by private negotiation commenced and concluded under the provisions of the Fair Compensation Act. Under Section 26 to 30 of the Fair Compensation Act, the Collector has to adopt the criteria in assessing and determining the market value of the land prescribed under those provisions. The calculations in this regard showing the payment of the market rate and showing 25% extra amount to the Petitioners is placed on record by the learned Counsel for the Respondent No.5.

31. Insofar as, Judgment of this Court in case of **Maimune Banu Hamidali Khan vs. The State of Maharashtra & Ors. (2001) 3 Bom. CR 529** relied upon by the learned Counsel for the Petitioners is concerned, the Award which was the subject matter of the said writ petition was made in the year 1990 under the provisions of the Land Acquisition Act, 1894. The Division Bench of this Court dealt with the claim for payment of rental compensation from the date of possession till the date of award by the Land Acquisition Court or by the Reference Court. There was a specific provision prescribed for

payment of rental compensation under the Government Resolution dealt with by the Division Bench of this Court which were issued prior to 1st January, 2014.

32. In view of the fact that the provisions for payment of compensation agreed by and between the parties by private negotiations and entering into the Sale Deeds based on such private negotiation, the provision for rental compensation prescribed under the Government Resolution issued prior to 1st January, 2014 cannot be invoked by the Petitioners. The reliance thus placed by the Petitioner on the Judgment of this Court in case of **Maimune Banu Hamidali Khan vs. The State of Maharashtra & Ors.**(supra) is misplaced and is clearly dis-traceable from the facts. Similarly the Judgment of Supreme Court in case of ***The State of Maharashtra and others vs. Maimune Banu and Ors. (2003) 4 Mh.LJ SC 727*** having dealt with the provisions of Land Acquisition Act, 1984 would not advance the case of the Petitioner. In our view, opinion or recommendation of the Collector or any other officer to consider the payment of rental compensation to the Petitioner contrary to law is of no significance and cannot be relied upon by the Petitioners.

33. Insofar as the Judgment of this Court in case of **Ichalkaranji Co-operative Spinning Mills Ltd. vs. State of Maharashtra & Ors. 2019 (e) Mh.L.J. 472** relied upon by the learned

Counsel for the Petitioners is concerned, this Court considered the Government Resolution dated 1st December, 1972, 2nd April, 1979 and 14th June, 2001 in respect of the acquisition proceedings initiated under the Land Acquisition Act, 1894. The said Judgment also thus would not advance the case of the Petitioners and is distinguishable on facts.

34. The perusal of the record indicates that the Assistant Director of Town Planner had issued a letter dated 6th June, 2019 to the Respondent No.4 mentioning the rates, the valuation amount in relation to the proposed acquisition of land by way of private negotiation and mentioning all the land Gat numbers as per their status. The Respondent No.4 thereafter addressed a letter to the Collector for sanction of the valuation made by him in respect of the land proposed to be acquired by way of private negotiation contending that District Valuation Committee had given the assent on 31st July, 2019 in relation to the valuation of the land as per land groups. The Collector of Solapur had accorded assent to the same.

35. The Respondent No.4 made valuation of all the lands according to their status and fixed amount considering the value of the land as per ready reckoner rate as per the State Government Resolution dated 31st March, 2019 in connection with the land designated as Bagayat Land Group/Gat-3. The Respondent No.5

followed the procedure prescribed as per the Government Resolution dated 25th January, 2017 and fixed the compensation by taking into consideration the ready reckoner rate and thereafter applied multiple factors of two. On the said amount, 100% solatium amount is applied. Therefore, on the total amount, 25% additional amount is added as an extra compensation in view of the private negotiation. The total compensation derived by private negotiation between the parties was at Rs. 32,54,890/-which is already paid to the Petitioners.

36. The learned Counsel for the Petitioners could not dispute that the draft Sale Deed was prepared between the parties reflecting the said agreed compensation at Rs.32,54,890/- fixed before the acquisition board on 31st July, 2019. In this case, the compensation has been determined as per the Government Resolution dated 25th January, 2017 after taking into consideration the provisions of the Fair Compensation Act. If the proceedings would have been initiated under the provisions of the Land Acquisition Act, 1894 and if the Award would have been made under Section 11 of the said Land Acquisition Act 1894, the Petitioners would not have been entitled to claim compensation on the basis of valuation of the land as on the date of making Award or on the date of the parties executing the Sale Deed after private negotiation but could have claimed the compensation on the basis of the valuation as on the date of issuance

of the notification under Section 4 of the Land Acquisition Act, 1894 and other compensations permissible under the provisions of Land Acquisition Act. There is no merit in the submission of the Petitioners that undertaking was given only to not to claim any higher compensation. Be that as it may, since Petitioners were not entitled to claim rental compensation, whether undertaking not to claim rental compensation given or not given is of no significance.

37. On the other hand, the Petitioners have been paid compensation at much higher rate than the amount that the Petitioners would have received under the old Act by taking the date of valuation as on 31st March, 2019. The Petitioners having accepted the valuation of the land and having accepted compensation as per private negotiation determined according to the Government Resolution including 25% additional compensation, cannot be allowed to pick, choose and seek the rental compensation payable under the provisions of the Land Acquisition Act, 1894 or the Government Resolution issued under the provisions of the said Land Acquisition Act 1894.

38. This Court cannot permit awarding of compensation best out of the two provisions i.e. the Land Acquisition Act, 1894 and the Fair Compensation Act. The method of valuation and the quantum of compensation under the provisions of the Land Acquisition Act, 1894

and the Fair Compensation Act is different. The Petitioners cannot be allowed to seek compensation under both the Acts. The acquisition proceedings having been completed under the provisions of the Fair Compensation Act, the Petitioners cannot be allowed to claim the compensation under the provisions of the Land Acquisition Act, 1894. In our view, reliance on Section 80 of Fair Compensation Act which provides for payment of interest in support of their claim for rental compensation is misplaced.

39. Insofar as the Judgment of this Court in the case of **Shri Pramod Pandurang Patwardhan** (supra) relied upon by the learned Counsel for the Petitioners is concerned, this Court had passed the said order in the Civil Application *inter-alia* seeking modification / rectification of the order passed in the Writ Petition. This Court in the said order held that the possession of the land was already taken from the Petitioner in the year 1991 and no land acquisition proceedings were initiated till the date of the said order. This Court accordingly directed the concerned authority to initiate the Land Acquisition Proceedings in terms of the law applicable as on the date of the said order. In our opinion order would not at all apply to the facts of this case. In this case the writ property was already acquired by the Respondent No.5 by private negotiation culminating into the execution of three Sale Deeds and three indemnity bonds.

40. Insofar as the Judgment of this Court in case of **Shital Anna Walawade & Ors.** (supra) relied upon by the learned Counsel for the Petitioners is concerned, this Court has refused to grant claim for rental compensation by distinguishing the Judgment of this Court in case of **Ichalkaranji Co-operative Spinning Mills Ltd.** (supra) on the ground that, the possession of the land had been taken on or before initiation of proceedings under the Land Acquisition Act, 1894 and that the claim for rental compensation in the said matter before this Court was under the provisions of the Land Acquisition Act, 1894. The said Judgment of this Court in the case of **Shital Anna Walawade & Ors.** (supra) would not advance the case of the Petitioner but would infact assist the case of the Respondent No.5.

41. In so far as the judgment of the Supreme Court in the case of **Shankarrao Bhagwantrao Patil** (supra) relied upon by the learned Counsel for the Petitioners is concerned, the Supreme Court considered the situation where the possession of the land was acquired in the year 1984/1992. The land owners have claimed interest from 1984/1992 when the possession was taken, whereas the acquisition was in the year 1999. The Supreme Court held that the land owners would be entitled to interest on the amount of compensation awarded at the rate of 9% p.a. from the date of possession which was taken in the year 1984/1992 till the date of

notification under Section 4 of the said Act on the amount awarded after acquisition. The said Judgment would not apply to the facts of this case even remotely. The Hon'ble Court had considered the claim for compensation from the date of possession till the issuance of notification under Section 4 of the Land Acquisition Act, 1894 claimed under the provisions of Land Acquisition Act, 1894. No case is made out by the Petitioners for claiming rental compensation by invoking Article 300-A of the Constitution of India.

42. Insofar as the Judgment delivered by the Nagpur Bench of this Court in case of **Motiram Zingar Wawre** (supra) is concerned, this Court in the said Judgment held that the estoppel cannot operate against the statute. There is no dispute about the proposition of law laid down by the Nagpur Bench of this Court. However, the said Judgment would not advance the case of the Petitioners on the ground that the Petitioners could not point out the entitlement of the Petitioners, if any, for claiming rental compensation under the provisions of the Fair Compensation Act. The said Fair Compensation Act is a self contained code and thus the compensation which is not provided under the provisions of the said Fair Compensation Act cannot be directed to be paid by applying the provisions of the Land Acquisition Act, 1894 which is not applicable to the facts of this case. The provisions for payment of the rental compensation read with the

Government Resolution prescribed for payment of rental compensation under the Land Acquisition Act, 1894 cannot be read into the provisions for payment of compensation under the provisions of Fair Compensation Act. Both the Acts apply to a different situations and cannot be mixed up.

43. In our view, the Writ Petition is totally devoid of merits. We accordingly pass the following order :-

- a). The Writ Petition No.575 of 2022 is dismissed.
- b). Rule is discharged. No order as to costs.

(M.M. SATHAYE , J.)

(R.D. DHANUKA, J.)