

**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

**C.M. Nos. 1752-CWP and 2056-CWP of 2023 in/and
CWP-11201-1996 (O & M)
Date of Decision: 03.02.2023**

Surat Singh and another

.....Petitioner(s)

Versus

State of Punjab and another

....Respondent(s)

**CORAM: HON'BLE MR. JUSTICE G.S.SANDHAWALIA
HON'BLE MS. JUSTICE HARPREET KAUR JEEWAN**

Present: Mr. Aalok Jagga, Advocate,
for the applicant-proposed respondent No.3
(in CM-1752-CWP-2023).

Mr. Abhay Pal Singh Gill, DAG, Punjab
(in CM-2056-CWP-2023).

Mr. Arun Nehra, Advocate,
for the non-applicant/petitioners.

G.S.SANDHAWALIA, J. (Oral)

CM-1752-CWP-2023

Application has been filed to implead the applicant M/s. Nahar Industrial Enterprises Ltd., Focal Point Ludhiana as respondent No.3, being necessary party. It has been averred in the application that the dispute has been settled as per the compromise entered before the Collector, Land Acquisition, Department of Industries & Commerce.

Notice in the application.

Mr. Arun Nehra, Advocate accepts notice on behalf of the non-applicant/petitioner and submits that he has no objection if the application is allowed.

Accordingly, the application is allowed. M/s. Nahar Industrial Enterprises Ltd., Focal Point Ludhiana is impleaded as respondent No.3.

Amended Memo of Parties is taken on record.

CM-2056-CWP-2023

The present application has been filed for early hearing of the main writ petition.

In view of averments made in the application, the same is allowed. By consent of all the parties, main case is taken up on Board today.

CWP-11201-1996

In the writ petition, the challenge has been raised to the notifications dated 31.05.1991 and 13.07.1996 (Annexures P-1 and P-7, respectively) wherein, the land was acquired for setting of the Industrial Focal Point at Ludhiana. During the proceedings, it was noticed that the acquisition of one acre of land which is belonging to the writ petitioners was not a subject matter of the award passed whereas the acquisition proceedings had attained finality and compensation had been disbursed qua the other parts of the land. Resultantly, the following order was passed on 23.05.2022:-

“In the present case, the dispute is with respect to acquisition of one acre of land whereas the respondents have proceeded to acquire more than 100 acres of land vide notifications under Sections 4 and 6 of the Land Acquisition Act, 1894, dated 31.05.1991 and 13.07.1996 (Annexures P-1 and P-7, respectively). The petitioners' land in this case is measuring 1 acre and no Award has been passed after passing of the order dated 08.08.1996 by this Court.

After hearing learned counsel for the State, it seems that with respect to the other part of land, the acquisition proceedings have attained finality and compensation has been disbursed. With respect to the land of petitioners, since, no Award was passed, a

direction is being given to Principal Secretary, Government of Punjab, Department of Industries, to call for the whole record and file fresh status report as to whether this land of the petitioners is required for acquisition or not, after affording an opportunity of hearing to the petitioners as well as all the effected parties and acquisition officers.

Adjourned to 09.08.2022.”

Accordingly, a compromise has been effected between the land owners and the said company after meeting was held on 06.12.2022 which has been appended as Annexure A-2 with CM-929-CWP-2023 filed by M/s. Nahar Industrial Enterprises Ltd. The relevant terms of the compromise read thus:-

“1. That Sh. Surat Singh and Sh. K.S. Wala have no objection to the acquisition proceedings and have accepted the same, as they have agreed to receive Rs.2,50,00,000/- (Two Crore, Fifty Lakh only) as compensation towards their land. This compensation shall include all costs towards the land, structure, trees etc., if any and the same shall be handed over to the company encumbrance free immediately. The details of the cheques are as following-

a) Cheque No.581453 Amount: Rs.50,00,000 (Fifty Lacs) Dated: 07.01.2023

b) Cheque No.581454 Amount: Rs 50,00,000 (Fifty Lacs) Dated: 07.01.2023

c) Cheque No.581455 Amount: Rs.50,00,000 (Fifty Lacs) Dated: 07.01.2023

d) Cheque No.581456 Amount: Rs.50,00,000 (Fifty Lacs) Dated: 07.01 2023

e) Cheque No.581457 Amount: Rs.50,00,000 (Fifty Lacs) Dated: 07.01.2023

2. That company has handed over the cheques of the compensation amount to

the petitioners without deducting any TDS amount and the same shall be borne by the petitioners if applicable.

3. The petitioners Surat Singh-and-Kirpal Singh Walia shall also execute a Power of Attorney in favor of Sh. Tanuj Mittal or any other person nominated by the company for all acts, including sale, with respect to the land in lieu of the compensation amount tendered.

4. The petitioner shall also be bound to execute sale deed in favor of the company, if required by the company.

5. The total extent of the land is 8 kanal (1 acre) owned by Surat Singh and Kirpal Singh Walia jointly.

6. This compromise shall be binding on both the parties and their respective LRs.

7. The description of land is given in the CWP 11201 of 1996 and the petitioners undertaking and declare the same to be correct.

8. The petitioners undertake and declare that they will present the cheques only when the land is ready for handover and after the of execution of P.O.A. in favor of Tanuj Mittal or any other person nominated by the company. The petitioners have represented to handover the possession on or before 7th Jan 2023.

9. All parties have agreed to get this compromise recorded in the Hon'ble High Court immediately.

10. The petitioners have received the cheques.

*Representative of Nahar Group
(Sh. Tanuj Mittal and Sh. Rinkesh*

*Received Cheque by Sh. Surat
Singh and Kirpal Singh Walia*

<i>Charandeep Singh (CLA)</i>	<i>Jasvir Singh</i>	<i>Jagdish Ram (Naib)</i>
<i>Department of Industries</i>	<i>(Superintendent)</i>	<i>Tehsildar)</i>
<i>Commence, Punjab</i>	<i>Department of</i>	<i>Department of</i>
<i>Chandigarh</i>	<i>Industries &</i>	<i>Industries &</i>
	<i>Commence,</i>	<i>Commence, Punjab</i>
	<i>Punjab, Chandigarh</i>	<i>Chandigarh”</i>

In pursuance of the same, Mr. Nehra submits that the cheques have been received in pursuance of the above said compromise and have been duly encashed and the necessary possession is now completely with respondent No.3. It has been further pointed out that the necessary power of attorney has also been given to the authorized representative of respondent No.3.

Keeping in view the above, the present writ petition is disposed of in terms of the compromise effected and by issuing necessary directions as such to respondent No.3 to execute the said sale deeds on the basis of the power of attorney within the next 4 weeks and place the sale deeds on the record. In case the needful is not done, the office shall put up the file and apprise the Court and the State will be at liberty to file an appropriate application for recall of the order.

(G.S. SANDHAWALIA)
JUDGE

03.02.2023
shivani

(HARPREET KAUR JEEWAN)
JUDGE

Whether reasoned/speaking	Yes
Whether reportable	No