

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

1. CWP-17464-2007
Date of Decision : October 09, 2023

SATNAM SINGH AND ANR.

.....Petitioners

VERSUS

STATE OF HARYANA AND ORS.

.....Respondents

2. CWP-17465-2007(O&M)

SANT KUMAR AND ANR.

.....Petitioners

VERSUS

STATE OF HARYANA AND ORS.

.....Respondents

3. CWP-17466-2007(O&M)

BASANTI AND ORS.

.....Petitioners

VERSUS

STATE OF HARYANA AND ORS.

.....Respondents

4. CWP-17467-2007(O&M)

M/S RJS FINANCES & INVESTMENTS PVT.LTD.

.....Petitioner

VERSUS

STATE OF HARYANA AND ORS.

.....Respondents

5. CWP-17468-2007(O&M)

RAJENDRA & ORS

.....Petitioners

VERSUS

STATE OF HARYANA AND ORS.

.....Respondents

6. CWP-17469-2007(O&M)

RAM SINGH & ORS.

.....Petitioners

VERSUS

STATE OF HARYANA AND ORS.

.....Respondents

7.

CWP-17470-2007(O&M)

BALWANT CHAWLA & ANR.

.....Petitioners

VERSUS

STATE OF HARYANA AND ORS.

.....Respondents

8.

CWP-10516-2016(O&M)

SARBATI AND ORS.

.....Petitioners

VERSUS

STATE OF HARYANA AND ORS.

.....Respondents

9.

CWP-17471-2016(O&M)

RAVETI DEVI & ANR.

.....Petitioners

VERSUS

STATE OF HARYANA AND ORS.

.....Respondents

**CORAM: HON'BLE MR. JUSTICE SURESHWAR THAKUR
HON'BLE MR. JUSTICE KULDEEP TIWARI**

Present : Mr. Ashish Chopra, Advocate and
Ms. Rupa Pathania, Advocate
for the petitioner(s).

Mr. Ankur Mittal, Addl. AG, Haryana with
Mr. Saurabh Mago, DAG, Haryana.

Mr. Deepak Sabherwal, Advocate
for respondent-HSVP (in all the cases).

SURESHWAR THAKUR. J.

1. Since all the above mentioned writ petitions arise from a
common notification of acquisition besides when common questions of

law and facts are involved therein, therefore, all the above mentioned writ petitions are taken up together for disposal.

2. Petitioner No.2 in CWP-17464-2007 on the strength of a collaboration agreement dated 2.4.2004 (admittedly entered after issuance of a declaration under Section 6 of the Land Acquisition Act, 1894 (hereinafter referred to as '**the Act of 1894**'), has through filing the instant writ petition(s), thus thrown a challenge, to the land acquisition proceedings which were successfully and legally terminated in the year 2006, . It is not in dispute that petitioner No.2 had entered into a collaboration agreement with petitioner No.1, but yet post the issuance of a declaration under Section 6 of the Act of 1894.

3. The core issue which arises for determination, before this Court, is whether the collaboration agreement executed inter-se the land losers, and, the collaborator(s) concerned, rather begets the stain of illegality, thus stemming from the factum of its becoming drawn post the issuance of notification (Supra):-

(i) The other question which arises for determination is whether the collaborator(s) concerned, who only at the stage (Supra) emerged into the scenario, does thereby become entitled to the benefit of release of the acquired land, especially when the claim for release is planked, but only on the premise of the apposite collaboration agreement, thus whether thereby the said endeavor would be frustrating the public purpose besides would be promoting the makings of ill-profits by the builder or by the collaborator(s) concerned;

(ii) That if the said collaboration agreement is alike the transfer of rights in the acquired land, vis-a-vis, the collaborator(s) concerned. Moreover, when it is entered into but post the issuance of notification under Section 4 of the Act of 1894, whether thereby when at the stage (Supra), any transfer of title by the land losers concerned, to the collaborator concerned, is but barred or when thereafter, the claim for releases of the acquired land, as made, imperatively post the issuance of a notification under Section 4 of the Act of 1894, whether thereby, the said claim, can be well laid either by the land losers or by the collaborator concerned.

4. For making determinations, upon, the question of law (Supra), it is deemed imperative, to allude to the judgment rendered by the Hon'ble Supreme Court in **Uddar Gagan Properties Ltd. Vs. Sant Singh & Ors.**, to which **Civil Appeal No. 5072 of 2016 (Arising out of SLP(Civil)5455 of 2014)**, becomes assigned. Before proceeding to extract the relevant paragraph, as occur, therein, it is deemed imperative to delineate the facts as occur therein.

(i) The imperative fact which emerged, therein is that, on 11.4.2002, 850.88 acres of land was proposed to be acquired for residential/commercial Sector 27-28, Rohtak, Haryana. The said proposal was carried in the notification of even date becoming issued under Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as '**the Act of 1894**'). The said notification became succeeded by a declaration made on 8.4.2003 under Section 6 of the Act of 1894 leading

to an award becoming made on 6.4.2005.

(ii) On 2.3.2005, the private builder in the said case entered into collaboration agreements with some of the farmers, whose lands were under acquisition. Thereafter the builder made applications on and around 21.3.2005 to the Director, Town and Country Planning, Chandigarh, Haryana for grant of licence to develop a colony on land covering about 280 acres. Thereafter, the licences became granted to the builders, and, subsequently corresponding theretos lands, thus became released from acquisition. The above resulted in execution of sale-deeds in favour of the builders through powers of attorney by the land owners. The above facts led to the formulation(s) of the hereinafter extracted questions of law, by the High Court.

“(i) Whether the object behind the subject-acquisition was to achieve a bona- fide public purpose or to use it as a cloak for the private benefit of Builder-cum-Developer?

(ii) Whether the power of 'eminent domain' has been exercised in violation of Articles 14, 21 and 300A of the Constitution?

(iii) Whether it is lawful to enter into 'Agreement to Sell' or 'Collaboration Agreement' in respect of the land under acquisition and can an instrument of sale be executed in respect of such land?

(iv) Whether a writ court in exercise of its powers under Article 226 of the Constitution is competent to annul a sale-transaction executed in violation of and on playing a fraud on the Statute?

(v) Whether the orders granting Licenses or releasing the acquired land have been passed in favour of 11th respondent in accordance with provisions of 1975 State Act?

(vi) Whether the petitioners have got locus standi to challenge the 'licences' or the orders of release of the acquired land in favour of respondent No. 11?

(vii) Whether writ petitions suffer from inordinate delay and laches?”

5. Though, the High Court after making answers thereons, thus proceeded to quash the acquisition proceedings on the ground, that they were a consequence of colourable exercise of powers of eminent domain. However, the Hon'ble Supreme Court modified the verdict (Supra) drawn by the High Court, inasmuch as, the quashing of the acquisition proceedings, as made by this Court rather became recalled:-

“(i) Notifications dated 11th April, 2002, 8th April, 2003 and awards dated 6th April, 2005 are upheld. The land covered thereby vests in HUDA free from all encumbrances. HUDA may forthwith take possession thereof.

(ii) All release orders in favour of the builder in respect of land covered by the Award in exercise of powers under Section 48 are quashed.

(iii) Consequently, all licences granted in respect of the land covered by acquisition will stand transferred to HUDA.

(iv) Sale deeds/other agreements in favour of the builder in respect of the said land are quashed. The builder will not be entitled to recover the consideration paid to the owners but will be entitled to reimbursement as indicated hereinafter. Creation of any third party rights by the builder also stand quashed.

(v) The sale consideration paid by the builder to the land owners will be treated as compensation under the award. The land owners will not be required to refund any amount. The land owners who have not received compensation will be at liberty to receive the same. The land owners will also be at liberty to prefer reference under Section 18 of the 1894 Act within a period of three months, if such reference has not been earlier preferred.

(vi) The builder will be entitled to refund/reimbursement of any payments made to the State, to the land owners or the amount spent on development of the land, from HUDA on being satisfied about the extent of actual expenditure not exceeding HUDA norms on the subject. Claim of the builder will be taken up after settling claim of third parties from whom the builder has collected money. No interest will be payable on the said amount.

(vii) The third parties from whom money has been collected by the builder will be entitled to either the refund of the amount, out of and to the extent of the

amount payable to the builder under the above direction, available with the State, on their claims being verified or will be allotted the plots at the price paid or price prevalent whatever is higher. No interest will be payable on the said amount.

(viii) The State shall give benefit of "Rehabilitation and Resettlement of Land Acquisition Oustees" policy of the State/HUDA to the land owners. Area so required shall be reserved out of the acquired land itself.

(ix) The State Government may enquire into the legality and bona fides of the action of the persons responsible for illegally entertaining the applications of the builder and releasing the land to it, when it had no title to the land on the date of the notification under Section 4 of the 1894 Act and proceed against them in accordance with law.

(x) This Judgment be complied with within one year.

(xi) Quarterly progress report of the action taken in pursuance of this judgment be filed by the State in this Court and final report of compliance may be filed within one month after expiry of one year from today for such further direction as may become necessary."

6. The reasons which became advanced by the Hon'ble Supreme Court, for making the modifications (Supra), in the verdict of the High Court became grounded in the factum, that the entering of the apposite collaboration agreement, thus post the issuance of the apposite notification/according of licences, thus leading to execution of sale-deeds rather making emergencies of an unholy nexus, thus to promote the private interest of the builders concerned, besides to derail the public purpose. Thereafter, in the verdict (Supra), it was declared, that, thus the sale-deeds were made with the collaborator(s) concerned, by the land owners but on the premise that the compensation did not become disbursed to them, thus leading the land owners concerned, to become lured into comparatively higher sale price as became offered to them by the builders concerned. Besides, it also became concluded that the said price in no

way could be said to be willingly accepted prices, which are to be given to the land owners, as spoken by the Hon'ble Supreme Court in the judgment of **Central Inland Water Transport Corporation Limited & Anr. V. Brojo Nath Ganguly & Anr. (1986) 3 SCC 156**. The relevant paragraphs whereof becoming extracted hereinafter:-

*“(71). The sale price of the land was determined by respondent No. 11 and not by the market forces. Given a choice between retaining their land or selling it to the Builder for the offered price, not a single farmer would have agreed to sell it. The circumstances forced the landowners to accede to the offer made by 11th respondent made. It is a proven case of unconscionable bargain exerted through undue influence and fraud, both. The sample 'agreements' on record truly reveal that illiterate/semi-literate farmers were asked to sign the documents on dotted-lines forcing them to sell out most of their ancestral holdings. The enmass 'Agreements' conclusively belie the plea of need-based bona-fide sales. How the Courts should deal with the unconscionable contracts which are injurious to public good and public interest, has been eloquently answered by the Supreme Court in **Central Inland Water Transport Corporation Limited & Anr. v. Brojo Nath Ganguly & Anr. [1986] 3 SCC 156** saying that ".....Article 14 of the Constitution guarantees to all persons equality before the law and the equal protection of laws.....This principle is that the courts will not enforce and will, when called upon to do so, strike down an unfair and unreasonable contract, or an unfair and unreasonable clause in a contract, entered into between parties who are not equal in bargaining power.....For instance, the above principle will apply where the inequality of bargaining power is the result of the great disparity in the economic strength of the contracting parties.....It will also apply where a man has no choice or rather no meaningful choice, but to give his assent to a contract or to sign on the dotted line in a prescribed or standard form or to accept a set of rules as part of the contract, however unfair, unreasonable and unconscionable a clause in that contract or form or rules may be.....".*

(72). If there were good and justifiable reasons, though

conspicuously missing from the record, for not proceeding with the subject-acquisition, the State Government as a guardian of people's rights could shelve off its previous plan to develop Sector 27-28 at Rohtak through the State agency and release the land to its owners. It, however, did not do so. Rather, the State unleashed the threat of its mighty power under the ruse of eminent domain and created a psycho-fear in the mind of poor farmers that they would, if did not agree, lose the land and its value both.

(73). We may now also deal with yet another vigorously argued plea that the land was as a matter of fact released from acquisition or most of the licences were granted to respondent No.11 under the directions of this Court. The official respondents in the written statements have repeatedly referred to CWP Nos. 14451 to 14453 of 2010 which were allowed by a learned Single Judge on 06th December, 2010 directing the State and its authorities to extend the benefit of Section 48 of the 1894 Act to the landowners and grant them licences. It is pertinent to mention that while CWP No. 14451 of 2010 was filed by M/s Uddar Gagan Properties Private Limited - respondent No. 11 along with some land-owners represented it, in the 2nd case also the said Builder-cum-Developer was one of the writ petitioner and the other farmers were also impleaded "THROUGH THEIR POWER OF ATTORNEY HOLDER - SHRI SANJAY JAIN...", namely, the authorised representative of respondent No. 11. All the three writ petitions were, thus, filed by respondent No. 11 only. It is interesting to note that the learned Single Judge in his order dated 06th December, 2010 has said that "Two sets of replies have been filed by respondents no. 1 and 2. While admitting the entire factual averments made in the writ petitions regarding the ownership of the acquired land by the petitioners, their applications for grant of licence and release of the part of the land and grant of licence to the petitioners in CWP No.14452 of 2010 and 14451 of 2010, it is stated that possession of the land where the Rabi crop was standing could not be taken over by the Estate Officer, HUDA, Rohtak/Land Acquisition Collector, Hissar as the land owners were granted time upto 30.4.2005 at their request. Subsequently, the matter was referred to the Deputy Commissioner, Rohtak who vide his report dated 17.3.2006 confirmed the possession of the land owners upto October, 2005. Thereafter on account of status quo issued by the High Court in CWP

Nos.1893 and 1894 of 2006, possession of tracts of land for which licence was granted could not be taken over from the petitioners".(Emphasis applied).

(74). It may be seen that 'the public purpose' of acquisition, the factum of taking possession of the acquired land on 06th April, 2005, non-existence of any Government policy or a provision in the Statute to grant Licence for an acquired land etc. etc. were not disclosed before the learned Single Judge. Only selective information convenient to the cause of respondent No. 11 was brought on record. There is a serious doubt on the nature of contest given by the official respondents who took it like a 'friendly match'. The collusion between respondent No. 11 and the senior functionaries is writ large in the fact that despite unambiguous opinion given by the Advocate General, Haryana that it was a fit case to file Letters Patent Appeal, the Department secured a contrary opinion from the office of LR, Haryana and allowed the judgment of learned Single Judge to attain finality. In this entire process, the Constitutional Office of the Advocate General was also belittled. We fail to understand as how the opinion given by the Advocate General could be over-ruled by securing a tailor-made opinion from an inferior authority.

(75). The names of landowner-farmers were kept at the forefront in the Government files or before the Court to hide the identity of respondent No. 11 wherever possible and to give a misleading impression as if the real beneficiaries of State largess were the small time landowners. The fact of the matter is that the farmers have not got even an inch of the released land, which has been formally transferred in favour of respondent No. 11 through the Sale Deeds executed in January, 2007, again by General Power of Attorney holders of the farmers, namely, authorised representatives of respondent No. 11. The only irresistible conclusion can be that the farmers stood ousted from the scene since March/April, 2005 and it was the 11th respondent who masqueraded for them, otherwise where was the occasion for the landowners to execute Sale Deeds on 25th January, 2007 through the Power of Attorneys obtained from them in March, 2005?

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(79). The Vendors and the Vendee both had full and

informed knowledge of the fact that the transacted land had since been acquired and Award also passed. The Vendee was aware of the fact that the Vendors did not possess a clean title, yet the Sale Deeds were presented and got registered, after about two years of the passing of the Awards, on 06th April, 2005. Every such transaction in respect of the acquired land was indeed null and void having no existence in the eyes of law.

(80). Secondly, it is not a case of challenging the Sale Deeds for the breach of any bilateral terms and conditions or on the conventional grounds where a question of fact has to be proved. The incidental relief to declare the Sale Deeds as null and void is an offshoot of the broader issues raised by the petitioners including those hovering around the systematic colourable exercise of power by the State apparatus. A Constitutional Court while performing its solemn duty as a Trustee of the fundamental rights of the citizens shall thus be well within its right to lift the veil and unmask the private object behind an acquisition carried out in disregard to the mandate of Articles 14 and 300A of the Constitution.

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*(82). Power of land acquisition vested under the 1894 Act could be invoked only in public interest and not for creating land-bank in favour of respondent No. 11 through distress sales. The State can not force the landowners to surrender their title in favour of and at a price to be dictated by a private beneficiary. The notified public purpose was only a ruse to enable respondent No. 11 to purchase the land at the lowest possible price for maximizing the profiteering. It is so well settled that an action to be taken in a particular manner as provided by a Statute, must be taken, done or performed in the manner prescribed or not at all. The rule laid down by the Privy Council in **Nazir Ahmad v. King Emperor, AIR 1936 Privy Council 253** that "where a power is given to do a certain thing in a certain way, the thing must be done in that way or not at all", has been approved and further expanded by the Apex Court in a catena of decisions. When an action is taken in furtherance of explicit power given by a Statute, the legitimacy of invoking such power shall depend entirely upon the extent of achieving the net-end object for which the Statute enables the exercise of such power. These principles have been violated in whole-some in the case*

in hand as the pretended public purpose was neither intended nor was finally achieved.

(83). There is too much hype created by the official respondents with reference to the legislative Scheme of the 1975 State Act. At the cost of repetition, it may be mentioned that applications for the grant of Licences were moved mostly in March/April, 2005 though respondent No. 11 continued dropping in such applications in the year 2006 also. All the Licences were issued after passing of the Award in April, 2005 and before the execution of Sale Deeds in January, 2007. The Builder did not own an inch of land, yet every licence was addressed to it and sent with a specific enclosure that respondent No. 11 was the sole owner of the licensed and released land. The issuance of licence, in our considered view, was a fraud played on the policy behind the 1975 Act. We say so for the reasons that Section 2[d] of the Act defines 'colonizer' to mean "an individual, company or association, body of individuals, whether incorporated or not, owning land for converting it into a colony.....". Section 2[k] defines the expression 'owner' to include a person in whose favour a lease of land in an urban area for not less than 99 years has been granted. Section 3[1] mandatorily requires that "any owner desiring to convert his land into a colony" can make an application for the grant of Licence. Sub-Section [2] obligates the Director to inquire into "title to the land". Similarly, Rule 3 of the Haryana Development and Regulation of Urban Areas Rules, 1976 requires an owner of the land desirous of setting up a colony to apply along with requisite documents including "copy or copies of all title deeds...". A mis- directed reliance has been placed on Rule 17 of these Rules which says that "the Colonizer shall not transfer the licence granted to him under Rule 12 to any other person without the prior approval of the Director". It has already been dealt with in extenso that the true owners were left with no choice but to enter into the Collaboration Agreements with the Builder, who was so sure of obtaining the licences and getting the land released that he ousted the owners from the consequential benefits of the licences in 2005 itself by paying them "entire sale consideration" for the land which had already vested in the State free from all encumbrances.

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(87). Repeated reference to Section 48[1] of the 1894 Act is also equally misconceived and misplaced. The Full Bench in Ram Murti Sarin's case [supra] says that if possession has not been taken by the Land Acquisition Collector as per the Award announced by it, the State Government can allow the acquisition proceedings to lapse without any notification under Section 48 of the Act, if it is no longer interested in acquisition of land. Had the official respondents followed the law in letter and spirit after arriving at the conclusion that the State was not interested in acquisition of land, the one and only consequence ought to have been to allow the acquisition to lapse and resultant return of land to the original owners. Here is a case where artificial reasons were created, the records were fudged with the aid of the Deputy Commissioner, Rohtak, to mislead the fact that the possession of acquired land was not taken while announcing the Award. The responsible officers of the State Government, in their anxiety to help out respondent No. 11, have completely overlooked the interest of landowners or of the General Public to whom thousands of plots could have been allotted at a fairly low price through the aegis of HUDA.

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(89). The objection of delay or latches raised against the petitioners merits rejection at-least on two counts. Firstly, it is decipherable from the Government record that the process of granting licences or releasing the land commenced in the year 2006 and continued till the year 2011. In fact, till the last date of hearing, the official respondents, for the reasons best known to them, did not deem it necessary to bring it on record as to how much land [out of 422.44 acres] has since been released in favour of respondent No. 11. It, however, appears from the submissions made at the bar that a major chunk of land has now gone into the hands of respondent No. 11 in due course of time except a few patches where the State/HUDA intends to develop 'public utilities' to facilitate the said respondent. Secondly, no development whatsoever has been carried out till date and it was informed that the land is still lying in its original form without any construction having been made. (emphasis added)".

7. In the face of the above, it was declared in para No.6 of the

judgment (Supra), that since the sale transactions are misconceived rather to derail the process of law. Therefore, especially when no valid title, post issuance of a notification under Section 4 of the Act of 1894, rather vested in the land losers concerned, thus to make the deeds of conveyance, vis-a-vis, the builders concerned. Resultantly it was declared that *ipso-facto* besides when, prima facie, the sale-deeds are tainted, therefore, but naturally the said tainted sale-deeds, thus are to be annulled, rather in the exercise of writ jurisdiction. Significantly, it appears, that the said sale-deeds were annulled in the exercise of jurisdiction by the Hon'ble Supreme Court, as the alternative remedy for seeking their quashing, through a declaratory suit being filed before the Civil Court of the competent jurisdiction, thus, would be an employment of dilatory tactic, whereby the completion of the project for serving the public purpose would become completely frustrated and jeopardized. Predominantly when the said sale-deeds are per-se nonest.

8. Having formulated the above questions of law, to be determined by this Court, and, also after culling the here-in-above expostulation of law as made in judgment (Supra), this Court proceeds to make an adjudication thereons. Nonetheless prior thereto the facts of the case(s) are required to be delineated.

FACTUAL MATRIX

9. For the sake of convenience, the facts are taken from CWP-17464-2007.

9. (a) The respondent-State vide notification bearing

No.LAC(G)-NTLA-2003/845 dated 3.3.2003 issued under Section 4 of the Act of 1894, through its Urban Estate Department, notified the land situated in the village Ghasola, thus for acquisition for its development and utilization as residential and commercial in Sectors 49 and 50, Gurugram. The petitioners filed their objections under Section 5-A of the Act of 1894, merely on the ground, that the land in question is the only source of their income and they would be deprived of their sole source of income, in case the land is acquired. It was also objected that the purported acquisition is not for any bonafide public purpose and the land which is cultivable in nature is not suitable for the purpose for which it has been notified. A objection was also raised that neither any prior survey was conducted nor any site-plan was prepared before the commencement of the acquisition proceedings. The objections were rejected by the competent authority and thereupon a declaration under Section 6 of the Act of 1894 was issued by the State Government through its Urban Estate Department vide notification No. LAC(G)-NTLA-2004/1017 dated 2.3.2004.

(b) Thereafter petitioner No.2-M/s Eros Properties Pvt. Ltd. having full knowledge with regard to the acquisition proceedings, lured the farmers by offering monetary consideration and entered into a collaboration agreement after issuance of a declaration under Section 6 of the Act of 1894 (Annexure P-3).

(c) Thereafter the petitioners applied to the Director, Town and Country Planning, Haryana for the grant of license to develop

the group housing colony on 30.4.2004 and 14.5.2004. The Director, Town and Country Planning, Haryana rejected the applications (Supra) vide order dated 14.9.2004, on the ground, that the permissible limit of 20% of sector area for group housing license has not been left in the relevant sector. Becoming aggrieved from rejection order dated 14.9.2004(Supra), petitioner No.2 unsuccessfully challenged the above made order(s) by filing a statutory appeal, however, the same was also dismissed vide order dated 12.9.2005. Both these orders have attained finality as the same have neither been set-aside in the earlier round of litigation nor the same have been challenged in the present writ petitions.

(d) The petitioners being aggrieved from the acquisition proceedings had earlier approached this Court and challenged the acquisition proceedings by filing CWP Nos. 11517 to 11526 of 2004. The writ petitions were disposed of in terms of the order dated 16.7.2005 passed in CWP No.10845 of 2004, whereby, the matter was referred to the High Powered Committee for consideration of the representations so preferred by the petitioners therein. The operative part of the order dated 16.7.2005 reads as under:-

“It is also agreed by the learned counsel for the parties that in view of the provisions of Section 11-A of the Land Acquisition Act, the period for which the dispossession of the writ petitioners would/has remain (ed) stayed shall not be taken into consideration for pronouncement of the ultimate award against the petitioners, if so required the learned counsel for the petitioners also concede that they have no objection if

the Land Acquisition Collector chooses to pronounce the award with regard to the remaining land owners, who are not before this Court in the present writ petitions.

The present writ petitions are disposed of in terms of the aforesaid consent of the learned counsel for the parties. However, it is made clear that the writ petitions shall be at liberty to approach this Court, yet again, in case any further grievance is left after the final decision of the Committee.”

(e) The committee so constituted by the State of Haryana in pursuance to the order (Supra) passed by this Court rejected the representation of the petitioners vide order dated 23.10.2006 on the following grounds:-

“The license application of the answering respondent stands rejected by the Department of Town & Country Planning on 14.09.2004, as it does not fulfill the policy parameters of the Town & Country Planning Department. (i) The request made by the answering respondents does not fall within the guiding parameters formulated by the High Powered Committee for considering representations of petitioners for acquisition/ release of land as also admitted by the answering respondents in their representations at para 10. (D) This land measuring 29.14 acres is in a compact bloc and can be gainfully utilized by HUDA for achieving the purpose defined in the notification for land acquisition. It is also to be utilized by HUDA to meet the essential infrastructure gaps in that area and thus, the presentation is required to be rejected in larger public

interest.”

(f) It is apt to note here that the petitioners have also again preferred a detailed representations for the grant of license for development of group housing colony which was also rejected vide order dated 12.4.2006 as became rendered by the competent authority concerned.

(g) Having remained unsuccessful in getting the license for group housing project for the acquired petition land, petitioner No.2 had applied for the grant of license to develop IT park over the area measuring 14.759 acres and 14.381 acres (total 29.14 acres). The above proposal of petitioner No.2 did also vide order dated 14.12.2006 (Annexure P-16) rather meet with a similar fate of dismissal, on the ground, that the earlier request for grant of license to develop group housing colony was refused on the ground of non-availability of 20% of sector area, for group housing and the earlier representations were also dismissed by the High Powered Committee vide order dated 14.12.2006.

(h) Subsequently, the Land Acquisition Collector, Urban Estates, Haryana, Gurugram announced an award No. 35 dated 20.12.2006, for the year 2006-07 and upon pronouncement of award (Supra), the possession of the land was taken by the Land Acquisition Collector concerned, vide *rapat* No.225 dated 20.12.2006. The factum of the same was also recorded in the award dated 20.12.2006. Not only the above applications/representations were rejected by the competent authority, as mentioned above but the application of petitioner No.2 for

grant of approval of IT project was also rejected by the IT Department vide its letter dated 28.2.2007 (Annexure R-3).

(i) Earlier this Court after considering the above facts found no merit in the case and dismissed the writ petition vide order dated 22.12.2008. Thereafter the petitioners have filed SLP(C) Nos. 6821-31 of 2009 and the same were decided by the Hon'ble Supreme Court but with the *lis* becoming remanded to this Court, thus to decide the same afresh. During the pendency of the writ petition after remand from the Hon'ble Supreme Court, the petitioners filed application(s) seeking a declaration to the effect, that the acquisition qua the land, be deemed to have been lapsed under Section 24(2) of the Act of 2013, and the same was allowed, by declaring the acquisition, to thus become lapsed in view of Section 24(2) of the Act of 2013. Thereafter the State of Haryana had filed SLP(C) No. 21022 of 2017 and the same was allowed by the Hon'ble Supreme Court vide order dated 11.4.2023. However, the matters are remitted to the High Court to decide and dispose of the main writ petitions afresh in accordance with law and on their own merits on other issues, except the applicability of Section 24(2) of the Act of 2013.

SUBMISSIONS BY LEARNED COUNSEL FOR THE PETITIONERS

10. (i) Learned counsel for the petitioners has submitted that the petitioner No.1 is the owner of the petition land. The instant writ petitions have been filed seeking quashing of notification(s) issued under Section 4 of the Act dated 3.3.2003(Annexure P-1) which was followed by the issuance of a declaration(s) under Section 6 of the Act dated

2.3.2004(Annexure P-3) and ultimately an award in terms of Section 11 of the Act of 1894 was passed on 20.12.2006(Annexure P-17).

(ii) He has further submitted that after issuance of a declaration under Section 6 of the Act of 1894, petitioner No.2 entered into a collaboration agreement with petitioner No.1 and filed an application for grant of license for development of group housing project and for the release of land from acquisition proceedings but untenable declining orders being made thereons. The petitioners have been discriminated as qua the similarly situated builders, thus license(s) became granted for developing the group housing, whereafter the said acquired land became released.

(iii) He has further submitted that consequent to the refusal of grant of license for group housing, the petitioners applied for grant of a license for development of cyber park under an industrial policy framed by the State of Haryana in the year 2005, whereby, thrust has been made, for development of Information Technology related projects in the form of Cyber Park/Cyber City and, thus for the said purpose they have entered into an addendum to the earlier collaboration agreement with the original land owners for development of cyber park.

(iv) He has submitted that the application for grant of license for development of cyber park was dismissed by the Department of IT Industries. Learned counsel for the petitioners placed reliance upon a decision of the State Government dated 5.6.2006 according to which a communication was made to the Director, Town and Country Planning,

Haryana, whereby policy frame work has been explained, for the purpose of grant of license for land pockets owned by individuals, forming part of or adjoining the existing licensed colonies, and, it has been conveyed by the State Government to the Department, that the land pockets which has been left over, may be considered for the grant of license in collaboration with the existing reputed adjoining colonizers only.

(v) He has further submitted that since petitioner No.2 is a reputed colonizer and, therefore, has prepared a map and lay out plan of Sector 49, Gurugram, which shows that the petition land, is surrounded by a licensed colony, developed by the various private colonizers and, therefore, no useful purpose would be served by acquiring the land, since the land in question could possibly never be used for planned integrated development by the State of Haryana or by the beneficial department, HUDA (now HSVP). He has also placed reliance upon the licenses granted to some of other purportedly similar situated colonizers according to which after granting permission to develop the colony by the private colonizers, the land was released from acquisition, whereas, in the case of the petitioners, the State Government has acted discriminately and has not considered their application within the parameters of the policy framed by the State Government.

SUBMISSIONS BY THE LEARNED COUNSEL FOR THE RESPONDENTS

11. Mr. Deepak Sabharwal, Advocate appearing for the beneficial Department and Mr. Ankur Mittal, Addl. AG, Haryana with Mr. Saurabh Mago, DAG, Haryana appearing for the respondent-State

collectively and vociferously made submissions:-

(i) That the petitioner-M/s Eros Properties Private Ltd., who infact, is not the owner of the acquired land, thus has no locus to challenge the notification of acquired land or the award.

(ii) They have further submitted that no objection was filed by the original land owners under Section 5-A of the Act of 1894 to the extent that they want to develop group housing society. Therefore, now by way of filing the present writ petitions, they cannot take new objections to the acquisition, on the ground of releasing the land for the purpose of developing a group housing society. It has been further submitted that the land which is not even acquired through the impugned notification(s)/award, has also been included malafidely in the present writ petitions, and, thus the action of the petitioners/private developer to include the land situated in Sector-57, Gurugram is entirely different from the one shown in the application for grant of license for Sector-49, Gurugram, whereby the said misdemeanor tantamounts to misuse and abuse of the process of law.

12. By referring to the clauses of the collaboration agreement, it was submitted that the agreement is merely with intent to get the land de-notified from the acquisition and under the confidence of their nexus with the Acquisition Department. They draw the attention of this Court to clauses F & G of the collaboration agreement which reads as under:-

“F And whereas the present position of the aforesaid agricultural land belonging to the party of the First Part is that the entire land has been notified for acquisition

by the State of Haryana. Notification under Section 4 & 6 of Land Acquisition Act by State of Haryana is already imposed on the entire piece of land, 61 kanals 11 marlas above mentioned. Besides Section 4 and 6 above mentioned, on rectangle no. 25, killa No. 20 (7-7), 21 (1-14), 26/1 min (1-3), 26/2 (3-11) measuring 13 Kanals 15 Marlas Section 9 and 12 of the Land Acquisition Act, by State of Haryana has also been already imposed.

G) And whereas the party of the second part, Eros Properties Pvt Ltd., has been advised by its own experts that despite the position of the land being as disclosed above they will be in a position to have the proposed project sanctioned, approved and completed on the above said land of first party, after having the land denotified.”

13. The learned counsel for the respondents have further challenged the locus of petitioner No.2 as he cannot acquire any right in the petition land, after issuance of a notification under Section 4 of the Act of 1894. A challenge was also thrown to the collaboration agreement, on the ground, that the same is an unregistered document, whereas, with the sale consideration becoming exchanged thereunders. Therefore, it required compulsory registration, resultantly when it is not registered, therefore, it has no force in the eyes of law. Infact, the present device of collaboration has been engineered only to over come the hurdle of registration of sale-deed as the same is barred to become executed, thus post issuance of a notification under Section 4 of the Act of 1894.

14. It has been further submitted, that the competent authority concerned, has already rejected all the applications vide different orders

dated 14.9.2004, 12.9.2005, 12.4.2006 and 14.12.2006 after considering the same, under the apposite policy and all these orders, have attained finality and the same were also accepted by the petitioners. They have not challenged the above orders in the present writ petitions.

15. It has been further submitted, that now the claim of the petitioners, that they want to develop IT park/cyber park over the acquired land rather cannot be considered as this application, was moved after the passing of an award, and, assumption of possession thereof. There is a statutory bar upon the State Government to release the land in favour of any private builders or developers, on the basis of such unregistered collaboration agreement, especially when they are entered post assumption of possession and pronouncement of award besides when at the said stage there is no subsisting right, title or interest in the land losers concerned, but rather when at the stage (Supra) there is complete vestment of right, title or interest in the acquiring authority.

ANALYSIS

16. We have heard the learned counsel for the parties and with their able assistance have perused the entire record.

17. The main issue for consideration, is whether, post the issuance of notification under Section 4 of the Act of 1894, the land losers have any right to enter into a collaboration agreement and whether any transaction which includes, thus monetary considerations, is but also void. The date of makings of collaboration(s) in respect of the respective writ petitions land, and, the execution(s) of General Power(s) of Attorney,

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are reproduced hereinafter in a tabulated form, to exemplify that the execution(s) (Supra) were made, thus after issuance of a notification under Section 4 of the Act of 1894:-

02.04.2004	Execution of Collaboration Agreement
07.02.2004	between erstwhile land owner and
24.04.2004	petitioner No.1 at the instance of
26.04.2004	petitioner No.2 M/s Eors Properties Pvt.
07.02.2004	Ltd. in lieu of consideration in cash i.e.
30.04.2004	Cheque and in kind.
30.04.2004	CWP No.17464/2007 Satnam Singh Vs.
30.04.2004	State of Haryana and Ors.
30.04.2004	CWP No.17465/2007 Sant Kumar Vs.
	State of Haryana and Ors.
	CWP No.17466/2007 Basanti Vs. State of
	Haryana and Ors.
	CWP No.17467/2007 RJS Finance Vs.
	State of Haryana and Ors.
	CWP No.17468/2007 Rajendra Vs. State
	of Haryana and Ors.
	CWP No.17469/2007 Ram Singh Vs.
	State of Haryana and Ors.
	CWP No.17470/2007 Balwant Chawla
	Vs. State of Haryana and Ors.
	CWP No.17471/2007 Revati Vs. State of
	Haryana and Ors.
	Execution of GPA
07.04.2004	17464/2007 Satnam Singh Vs. State
10.02.2004	17465/2007 Sant Kumar Vs. State
29.04.2004	17466/2007 Basanti Vs. State
6.04.2004	17467/2007 RJS Finance Vs. State
10.02.2004	17468/2007 Rajendra Vs. State
30.04.2004	17469/2007 Ram Singh Vs. State
30.04.2004	17470/2007 Balwant Chawla Vs. State
30.04.2004	17471/2007 Revati Vs. State

18. The Hon'ble Supreme Court in **U.P. Jal Nigam, Lucknow through its Chairman & Anr, v. Kalra Properties (P) Ltd., Lucknow & Ors. (1996) 3 SCC 124**, has held that:

"3. ...That apart, since M/s. Kalra Properties, the

respondent had purchased the land after the notification under Section 4(1) was published, its sale is void against the State, and it acquired no right, title, or interest in the land. Consequently, it is settled law that it cannot challenge the validity of the notification or the regularity in taking possession of the land before the publication of the declaration under Section 6 was published."

19. In **V. Chandrasekaran & Anr. v. Administrative Officer & Ors.** 2012) 12 SCC 133, the Hon'ble Supreme Court has considered various decisions and opined that the purchaser after issuance of a notification under Section 4 of the Act of 1894 becomes estopped, from challenging the land acquisition proceedings, rather on any ground whatsoever. The Hon'ble Court observed:

"15. The issue of maintainability of the writ petitions by the person who purchases the land subsequent to a notification being issued under Section 4 of the Act has been considered by this Court time and again. In Leela Ram v. Union of India AIR 1975 SC 2112, this Court held that anyone who deals with the land subsequent to a Section 4 notification being issued, does so, at his own peril. In Sneh Prabha V. State of Uttar Pradesh AIR 1996 SC 540, this Court held that a Section 4 notification gives a notice to the public at large that the land in respect to which it has been issued, is needed for a public purpose, and it further points out that there will be "an impediment to anyone to encumber the land acquired thereunder." The alienation after that does not bind the State or the beneficiary under the acquisition. The purchaser is entitled only to receive compensation. While deciding the said case, reliance

was placed on an earlier Judgment of this Court in Union of India V Shiv Kumar Bhargava and Ors. (1995) 2 SCC 427.

20. In **Rajasthan State Industrial Development and Investment Corpn., v. Subhash Sindhi Cooperative Housing Society, Jaipur & Ors. (2013) 5 SCC 427**, it is laid down hereunders:-

"13. There can be no quarrel with respect to the settled legal proposition that a purchaser, subsequent to the issuance of a Section 4 Notification in respect of the land, Cannot challenge the such acquisition proceedings, and Can only compensation as the sale transaction in claim situation is Void qua the Government. Any such encumbrance created by the owner, or any transfer of the land in question that is made after the issuance of such a notification would be deemed to be void and would not be binding on the Government (Vide: Gian Chand v. Gopala and Ors. (1995) 2 SCC 528; Yadu Nandan Garg v. State of Rajasthan and Ors. AIR 1996 SC 520; Jaipur Development Authority v. Mahavir Housing Coop. Society, Jaipur, and Ors. (1996) 11 SCC 229; Secretary, Jaipur Development Authority, Jaipur v. Daulat Mal Jain and Ors. (1997) 1.SCC 35; Meera Sahni v. Lieutenant Governor of Delhi and Ors. (2008) 9 SCC 177; Har Narain (Dead) by LRs. V. Mam Chand (Dead) by LRs. and Ors. (2010) 13 SCC 128; and V. Chandrasekaran and Ar. v. The Administrative Officer and Ors. JT 2012 (9) SC260)."(emphasis supplied)"

21. The sole grievance of the petitioners, is that, the respondent concerned, has wrongly rejected their claim, firstly for the grant of license

for group housing society and secondly that their application for grant of license for development of Cyber Park/Cyber City was also rejected and, therefore, the acquisition proceedings are bad.

THE REASONS FOR REJECTING THE ABOVE CONTENTIONS

22. All these orders (Supra) passed by the competent authority concerned, have attained finality, as the same remained unchallenged by the present petitioners. Therefore, in the wake of the makings of conclusive orders of rejection, thus by the competent authorities, resultantly when thereby the endeavor of the petitioners in purported nexus with the collaborators concerned, thus becomes completely balked. In sequel, thereby there is on the above premise also no well enablements in the petitioners, to claim that the acquired lands but are required to be excluded from acquisition, thus on the ground, that they would undergo development rather at the instance of the petitioners, in collaboration with the collaborators concerned. Therefore, in the absence of any challenge being laid to orders (Supra), thereby the petitioners are left with no ground to challenge the impugned acquisition notification.

23. Paramountly, when public purpose has to pave way to individualistic interest of the land losers concerned, who through in the case, thus in the lure of the money being offered to them by the collaborator(s) concerned, thus for reasons (Supra), entered into tainted collaborative agreements. Therefore, the endeavor to develop the lands rather by the collaborators concerned, despite valid acquisition, thus being made, but cannot be effectuated, as thereby the larger interests of

society, besides the predominant thereto(s) public interest would become untenably eclipsed. Necessarily thereby the makings of any private entrepreneurial activity on the acquired land, thus by the collaborator(s) concerned, is required to be discountenanced, otherwise there would be condonation of coloured/tainted transactions, that too post the investment of right, title and interest over the acquired lands, in the acquiring authority.

24. Moreover, in view of the law laid down by the Constitution Bench judgment of the Hon'ble Supreme Court, in case titled as “**Indore Development Authority Vs. Manohar Lal and others,**” AIR 2020 SC 1496, wherein, it has been expostulated, that after assumption of possession and pronouncement of award, the acquired lands, thus completely vest free from all encumbrances, rather in the acquiring authority, besides when thereby the possession of the petitioners over the acquired land is not better than of trespasser(s) thereons. In consequence, a trespasser cannot throw a challenge to the lawfully terminated acquisition proceedings. Further, the Hon'ble Supreme Court in the case of **V. Chandrasekaran v. Administrative Officer 2012 (4) RCR (Civil) 588**, wherein, the Hon'ble Court has held that once title over the acquired land becomes vested in the acquiring authority, thereby such vestment of title rather cannot be undone through releases thereof being made, vis-a-vis, the land losers concerned. The relevant paragraph in this regard is reproduced herein below:-

"..16. It is a settled legal proposition, that once the land is vested in the State, free from all encumbrances, it

cannot be divested and proceedings under the Act would not lapse, even if an award is not made within the statutorily stipulated period. Vide: Avadh Behari Yadav v. State of Bihar & Ors., 1995(3) R.R.R. 445: (1995) 6 SCC 31; U.P. Jal Nigam v. Kalra Properties (P) Ltd. (Supra); Allahabad Development Authority v. Nasiruzzaman & Ors, 1997(1) RCR(Civil) 25 : (1996) 6 SCC 424, M. Ramalinga Thevar v. State of Tamil Nadu & Ors, 2000(2) R.C.R(Civil) 726 : (2000) 4 SCC 322; and Government of Andhra Pradesh v. Syed Akbar & ors, AIR 2005 SC 492).

17. *The said land, once acquired, cannot be restored to the tenure holders/persons interested, even if it is not used for the purpose for which it was so acquired, or for any other purpose either. The proceedings cannot be withdrawn/abandoned under the provisions of Section 48 of the Act, or under Section 21 of the General Clauses Act, once the possession of the land has been taken and the land vests in the State, free from all encumbrances. (Vide: State of Madhya Pradesh v. V.P. Sharma, AIR 1966 SC 1593; Lt Governor of Himachal Pradesh & Anr. v. Shri Avinash Sharma, AIR 1970 SC 1576; Satendra Prasad Jain v. State of U.P. & Ors, 1993(3) RRR. 597 ; Rajasthan Housing Board & Ors. v. Shri Kishan & Ors., 1993(1) RRR. 635 : (1993) 2 SCC 84 and Dedicated Freight Corridor Corporation of India v. Subodh Singh & Ors, 2011(5) RCR{Civil) 217 : (2011) 11 SCC100).*

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22. *In view of the above, the law can be crystallized to mean, that once the land is acquired and it vests in the*

State, free from all encumbrances, it is not the concern of the land owner, whether the land is being used for the purpose for which it was acquired or for any other purpose. He becomes persona non-grata once the land vests in the State. He has a right to only receive compensation for the same, unless the acquisition proceeding is itself challenged. The State neither has the requisite power to reconvey the land to the person-interested, nor can such person claim any right of restitution on any ground, whatsoever, unless there is some statutory amendment to this effect...”

25. In **Tamil Nadu Housing Board vs M. Meiyappan & Ors** on 29 October, 2010 Civil Appeal No. 1757 of 2002, Hon'ble Supreme Court held that:-

“9. Moreover, in relation to the land acquisition proceedings, the Court should be loathe to encourage stale litigation as the same might hinder projects of public importance. The Courts are expected to be very cautious and circumspect about exercising their discretionary jurisdiction under Article 226 or Article 32 of the Constitution if there has been inordinate in questioning unexplained delay validity of acquisition of land. In this the regard, it will be useful to advert to the Cost. observations made in P. Chinnanna & Ors. Vs. State of A.P. & Ors.9, wherein this Court had observed thus:

"In fact in relation to acquisition proceeding involving acquisition of land for public purposes, the court concerned must be averse to entertain writ petitions involving the challenge to such acquisition where there is avoidable delay or laches since such

acquisition, if set aside, would not only involve enormous loss of public money but also cause undue delay in carrying out projects meant for general public good." (See also: Hari Singh & Ors. Vs. State of U.P. & Ors. 10.)"

Therefore, the writ petition is liable to be dismissed with costs."

26. It is not in dispute that the present writ petitions have been filed post pronouncement of the award, therefore, the same are not maintainable in view of a catena of judgments rendered by the Hon'ble Supreme Court in **Aflatoon and others v. Lt. Governor of Delhi and others AIR 1974 SC 2077; Northern Indian Glass Industries v. Jaswant Singh and others AIR 2003 SC 234; Star Wire (India) Ltd. Vs State of Haryana (1996) II SCC 698, Municipal Council, Ahmednagar Vs Shah Hyder Beig (2000) 2 SCC 48, State of T.N and others v. L. Krishnan 1996 (1) SCC 250, C. Padma Vs Dy. Secretary to Govt. of Tamil Nadu (1997) SCC 627, and, in M/s Swastika Properties Pvt. Ltd Vs State of Rajasthan JT 2008 (2) SC 280.**

27. Significantly, the acquiring authority is the best judge to carry out the development plans. This Court cannot sit in appeal to examine the validity of such development plans. The above contention is required to be validated, as it finds support from the judgment made by the Hon'ble Apex Court in the case titled **M/S Anand Buttons Ltd. vs State of Haryana & Ors, on 10 December, 2004 Appeal (civil) 5591 of 1999**, wherein, the Hon'ble Supreme Court has, thus held:-

"The authority, who has to carry out the planned

development of the industrial estate, is in the best position to judge as to which land can be exempted from the acquisition without jeopardizing the development scheme. It is not possible for the court to sit in appeal over the exercise of such satisfaction by the authority vested with the task of implementing the development plan. (i) The learned counsel for the appellants urged that the decision taken for exempting M/s Dinar Spinning Mills (P) Ltd., M/s Amar Elastomers (P) Ltd. and M/s KC. Fibre Ltd. was not a principled one and that there was no uniform yardstick applied for exemption of the said units from acquisition. It was urged that, although the State Government had ostensibly decided to exempt the said three units on the basis of construction put up and industrial units being set up, this was really not true in the case of these three units. In our view, it is unnecessary for us to enter into this controversy. Even if we assume that the three units, who were exempted, did not qualify under the standard adopted by the State Government for exemption, at the highest, it would make the exemption granted to them vulnerable. None of them was made party to the writ petitions filed before the High Court, nor was any relief claimed against them. Even assuming that the exemption granted to the said three units was erroneous and illegal, Article 14 does not mandate that the appellants should be granted similar illegal and unjustified relief. As said by this Court in Union of India and Anr. v. International Trading Co. and Anr., to which one of us, (Shivaraj V. Patil, J) was a party, (vide Para 13):

"..It is not necessary to deal with that aspect because two wrongs do not make one right. A party

cannot claim that since something wrong has been done in another case direction should be given for doing another wrong. It would not be setting a wrong right, but would be perpetuating another wrong. In such matters there is no discrimination involved. The concept of equal treatment on the logic of Article 14 of the Constitution of India (in short "the Constitution") cannot be pressed into service in such cases. What the concept of equal treatment similar legal foothold. It does presupposes is existence of not countenance repetition of a wrong action to bring both wrongs on a par. Even if hypothetically it is accepted that a wrong has been committed in some other cases by introducing a concept of negative equality the respondents cannot strengthen their case. They have to establish strength of their case on some other basis and not by claiming negative equality."

(iii) It is trite law that not only land but also structure on land can be acquired under the Act. As to whether in a given set of circumstances certain land should be exempted from acquisition only for the reason that some construction had been carried out, is a matter of policy, and not of law. If after considering all the circumstances, the State Government has taken the view that exemption of the lands of the appellants would render askew the development scheme of the industrial estate, it is not possible for the High Court or this Court to interfere with the satisfaction of the concerned authorities. We see no ground on which the appellants could have maintained that their lands should be exempted from acquisition. Even if three of the parties had been wrongly exempted from acquisition, that gives

no right to the appellants to seek similar relief.

In the present case, the land has been acquired for public purpose and answering respondents have been prevented from utilization of land. In so far as license is concerned, the same was considered by the concerned authority under concerned Act and rejected as per law which orders attained finality. The ground of the petitioners for discrimination on basis that others have been granted licenses does not hold good in eyes of law. If any person has wrongly been given the license, the remedy for the petitioners would be to question the same in appropriate proceedings before competent court of law. Such a plea would not confer a right on private developer to claim release of land so that it can set up project on basis of void documents/ transactions.”

28. Therefore, the inclusion of the acquired lands in the lay out plan, thus by the acquiring authority is deemed to be made with a keen objective contemplation, thus for advancing the public purpose. Resultantly, the public purpose concerned, which would but become subserved upon execution of the lay out plans, rather including therein the acquired lands, thus is a dire necessity for the welfare of the nation. Consequently, the individualistic self interest of the land losers who, in connivance with the collaborator(s) concerned, seek releases or exemptions from acquisition of their acquired lands, is but a colourable manner of defeating the public purpose. Even if assumingly licences have been accorded to the petitioners concerned, yet the grant of licences to the petitioners concerned, if granted post the issuance of a notification under Section 4 of the Act of 1894, besides post the successful

termination of the acquisition proceedings, thus would not be construable to be working, as a tenable handicap, for the acquiring authority rather advancing the public purpose, through its making the completest execution of the lay out plans, wherein, also the disputed lands do occur.

29. The private developer has no legal right to claim the release of land either in its own name or as proxy for the erstwhile land owners, specifically in view of the provisions of Section 48 of the Act of 1894. The plea raised by the present petitioners is directly hit by the judgment passed by the Hon'ble Supreme Court in Udar Gagan properties Ltd.'s case (Supra).

30. Moreover, even after granting of CLU(s) or license(s), thus would not debar the State Government to even acquire such lands nor thereby the exemption from their acquisition, is permissible, pointedly when as stated above, they are an integral component of the lay out plans, thus are facilitative to further the requisite public purpose. In coming to the above conclusion, reliance can be placed upon the verdicts rendered in the cases titled as **State of Haryana Vs. M/s Vinod Oil Mills 2014 (15) SCC 410**, judgment passed by this Court on 16.12.2016 in CWP No. 835 of 2012 titled as **Orient Craft Infrastructure Ltd. VS. Union of India & Ors**, and, upon the verdict made in the case titled as **State of Haryana Vs. Eros City Developers Pvt. Ltd. &Ors. (2015) 1 SCALE 356**, wherein the Hon'ble Supreme Court further held that:

"As far as the argument advanced on behalf of the respondent relating to the promissory estoppel and legitimate expectation is concerned, in Monnet Ispat and

Energy Limited vs. Union of India and Others (2012) 11 SCC 1, this Court while enumerating the principles relating to doctrine of promissory estoppel and legitimate expectation has clearly held that the protection of legitimate expectation does not require the fulfillment of the expectation where an overriding public interest requires otherwise. In other words, personal benefit must give way to public interest and the doctrine of legitimate expectation cannot be invoked which would block public interest for private benefit.”

In the light of the said principles of law, the plea of the petitioners does not stand the scrutiny of the law, especially, as in present case, request for grant of license has been rejected.”

31. Earlier also the petitioners had filed CWP No.19971 of 2006, which was dismissed as withdrawn on 18.12.2006, with liberty to the petitioners to pursue their applications. A perusal of the orders made on the said writ petitions, orders whereof become extracted here-in-after, reveals that, after permission being granted to the counsel, for the petitioners to withdraw the writ petitions, thus liberty became granted to the petitioners to pursue their applications for the grant of licence(s) for setting up of a Cyber Park.

32. Since thereby there is acquiescence to the validity of the launching of the acquisition proceedings. In sequel when the said challenge became earlier abandoned, thereby the petitioners become estopped to rear a fresh challenge, to the validity of the launched acquisition proceedings, thus on the norm of constructive res-judicata.

33. Since only a limited liberty (Supra) became assigned to the petitioners, to pursue their applications for the grant of a licence, for setting up of a Cyber Park, but reiteratedly when the said applications, for reasons (Supra) rather are misconceived, as the earlier rejection orders made, on the earlier applications, do acquire conclusivity, thereby but obviously, the filing of fresh applications for the above purpose, were only an invention of a fresh cause of action rather merely for untenably impeding the execution of the public project. The order(Supra) reads as under:-

“Learned counsel for the petitioners states that he be allowed to withdraw this writ petition with liberty to pursue their applications for grant of licence for setting up a Cyber Park.

In view of the statement made by Mr.Punchhi, counsel for the petitioners, this petition is dismissed as withdrawn with liberty to the petitioners to pursue their applications.”

34. Additionally, as stated above merely on the plank of purported untenable declinings, and, or on such licences being accorded to the corroborator(s) or to the developers concerned, especially, when as stated (Supra), such respectively made declinings, and, or accordings, either pre or post the launching of acquisition proceedings do not preempt nor the exercising of the bar of eminent domain, as, vested in the Government. Therefore, irrespective of the accordings or declinings of the licences, to the corroborator(s) concerned, this Court in view of what becomes expostulated in the judgments (Supra), does not deem it fit to,

construe the said accordings or declinings rather to the corroborator(s) concerned, to be a relevant factor, in excluding or exempting the acquired lands, from their acquisition.

35. Be that as it may, since as stated above, when in the instant cases, the relevant declinings have not only acquired conclusivity, but assumingly even if they were made, thus in their makings, there would be no aura of any legal tenacity, for thereby forbidding the acquiring authority from retaining the acquired land(s), thus for facilitating the public purpose. The reason being that this Court in view of the expostulation made here-in-above, is to assign predominance, to public interest, than to individualistic interest of the collaborator(s) concerned, especially when as stated (Supra), the acquired lands are an integral component of the lay out plans, thus are meant to subserve the public purpose besides to subserve the growth of the national economy.

36. Paramountly, considering the facts of the instant cases, which are para materia to the facts as occur in Uddar Gagan Properties Ltd.,'s case (Supra). Resultantly when in the verdict (Supra) rendered by the Hon'ble Supreme Court, thereby, post the issuance of notification under Section 4 of the Act of 1894, rather, thus drawing(s) of collaboration agreement(s), and, issuance of licence(s) to the builders concerned, thus became dis-approved by the Hon'ble Supreme Court. Moreover, when the claims for releasings of the acquired land, if claimed, post issuance of notification under Section 4 of the Act of 1894, thus by the builder concerned, or but in connivance with the land losers

concerned, did also become discountenanced by the Hon'ble Supreme Court. Consequently thereby when there is almost complete alignment inter-se the facts therein and the facts herein. Therefore, the apposite exemption as reared by the land losers but in purported nexus with the collaborator concerned, does not also appeal, to the judicial conscience of this Court, that thereby the said collaboration agreement(s), thus evidently drawn post the issuance of a notification under Section 4 of the Act of 1894, rather are/is required to be validated by this Court, nor this Court deems it fit to release the acquired land from acquisition. The substantial questions of law are accordingly answered against the petitioners concerned, and, vis-a-vis, the acquiring authority.

37. In consequence, the acquisition notifications dated 3.3.2003 and 2.3.2004 (Annexures P-1 and P-3) and the subsequent award dated 20.12.2006 (Annexure P-17) are upheld and the instant writ petitions are dismissed with costs of Rs.50,000/- upon each of the petitioners. The costs of Rs.50,000/- imposed upon each of the petitioners in CWP-17464-2007 and CWP-17465-2007 be deposited by them with the Secretary, Punjab and Haryana High Court Bar Association. The costs of Rs.50,000/- imposed upon each of the petitioners in CWP-17466-2007 and CWP-17467-2007 be deposited by them with the Punjab and Haryana High Court Employees Welfare Association. The costs of Rs.50,000/- imposed upon each of the petitioners in CWP-17468-2007 and CWP-17469-2007 be deposited by them with the Punjab and Haryana High Court Clerks Association, and, the costs of Rs.50,000/- imposed upon

each of the petitioners in CWP-17470-2007, CWP-10516-2016, and, in CWP-17471-2016 be deposited by them with the Himachal Pradesh Aapda Rahat Kosh, Himachal.

(SURESHWAR THAKUR)
JUDGE

October 09, 2023
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(KULDEEP TIWARI)
JUDGE

Whether speaking/reasoned. : Yes/No
Whether Reportable. : Yes/No