

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

CWP-23229-2014  
Reserved on: 13.09.2023  
Date of decision: 19.09.2023

**JAGIRI LAL**

...Petitioner

Versus

**STATE OF PUNJAB AND OTHERS**

...Respondents

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

Present: Ms. Neha Jain, Advocate  
for the petitioner.

Mr. Maninder Singh, DAG, Punjab

Mr. G.S. Attariwala, Senior Advocate with  
Mr. Vansh Chawla, Advocate  
for the respondent-Improvement Trust.

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**SURESHWAR THAKUR, J.**

1. Through the instant petition the petitioner prays for the hereinafter reliefs being granted to him.

a) The public notice issued under Section 36 of the Punjab Town Improvement Act, 1922 (hereinafter referred to as “the Act of 1922”) (Annexure P-2) as well as subsequent proceedings including the notification dated 14.07.1995 (Annexure P-3) being quashed, and, set aside.

b) The order dated 16.10.2014 (Annexure P-9) being quashed, and, set aside.

c) The petitioner's lands being ordered to be released from acquisition.

c) The petitioner in terms of the Act of 1922 be allotted an alternative plot in lieu of his lands becoming subjected to acquisition.

2. Before proceeding to make an adjudication, upon the validity of the above raised claims, it is deemed imperative to allude to the trite factum, that earlier the present petitioner had instituted CWP-9010-2014, before this Court. However, the said writ petition was decided through an order made, on 12.05.2014. The operative part of the order made on the writ petition (supra), is extracted hereinafter.

*“Having heard learned counsel for the petitioner and considering the nature of reliefs sought by him, we dispose of this writ petition with a direction to respondents No. 2 and 3 firstly to consider the petitioner's claim regarding release of his plot from acquisition in accordance with law and if not found feasible then to consider his claim for allotment of an alternative plot. An appropriate decision shall be taken within a period of four months from the date of receipt of certified copy of this order.”*

3. The scope of the mandamus as became made, upon, the respondents concerned, became confined to the respondents considering the legitimacy of the claim of the petitioner, for his acquired lands, becoming released from acquisition, besides for considering the feasibility of alternative plots being allotted to the present petitioner, in lieu of his lands being subjected to acquisition.

4. In terms of the directions (supra), thus the impugned Annexure (Annexure P-9), became rendered by the Competent Authority.

5. Before proceeding to adjudicate, upon the tenacity of the reasons, as occur in the impugned annexure, it is relevant to allude to the challenge made by the present petitioner vis-a-vis the launching of the acquisition proceedings. The said challenge is rested, upon the factum, that the petitioner was unaware of the issuance of public notice (supra), thereby he intends to project that as such, he became debarred from raising objections prior to the making of an award by the learned Collector concerned.

6. The above projection completely fades in the face of an averment existing in paragraph 6 of the petition, paragraph whereof stands extracted hereinafter.

*“6. That while the petitioner started collecting the material for the purpose of raising the construction in the month of April 2013, at that time, it came to light that the same stand acquired by the Improvement Trust. Although no claim has been received by the petitioner, yet on enquiry, the petitioner came across a Public Notice issued by the respondent no. 2 for the purpose of acquisition of land for the residential purposes. The said Notice was issued in ‘The Tribune’ on 25.7.1994 and in the Official Gazette on 29.7.1994. A copy of the said Notice is annexed herewith as Annexure P-2/1 and true translation thereof is annexed herewith as Annexure P-2 to the Civil Writ Petition.”*

7. A reading of the said paragraph, but clearly unravels, an admission of the petitioner, qua his belatedly since the termination of the acquisition proceedings, thus in April 2013 rather proceeding to raise construction(s) on the acquired lands. The legal consequence thereof, is that, when on the launchings of the acquisition proceedings, there is complete divestment of right, title and interest over the acquired lands, vis-a-vis the

petitioner. Contrarily, when there is concomitant completest vestment of right, title and interest over the acquired lands in the Acquiring Authority. Resultantly, when constructions, if any, which became raised on the acquired lands by the petitioner rather belatedly in April 2013, thereby they are deemed to be made unauthorizedly on the acquired lands.

8. The further corollary thereof, is that, in respect of the said constructions neither any compensation, can become determined nor on anvil of the said constructions, the petitioner can well stake a claim for the acquired lands becoming released from acquisition.

9. Furthermore, since in the said extracted paragraph, there is also a reference to his becoming aware, in April 2013 about the issuance of a public notice. However, when the issuance of a public notice, purportedly in a daily newspaper holding the widest circulation in the locality concerned, thus is construable to be constructive notice to all concerned. Resultantly, irrespective of the petitioner reading the said public notice, not at the time of its being published in the daily newspaper, rather his reading it purportedly belatedly, does not entail any inference, that he was completely unaware of the issuance of the said public notice, since its publication, thereby he could not raise the relevant objection prior to the termination of the acquisition proceedings, through the making of an award by the learned Collector concerned. Contrarily, it appears that the petitioner, through the above argument is inventing a ground for his explaining, the relevant omission (supra), inasmuch as, his failing to file the relevant objections before the Authority concerned, thus for seeking exemptions from acquisition of the acquired lands. Moreover also thereby he is evading the application to him of constructive notice or knowledge of the duly published acquisition

10. Be that as it may, a reading of the impugned annexure reveals, that plots No.212 to 227 became carved from the acquired lands of the petitioner, and, that the said carved plots from the acquired lands of the land looser concerned, becoming lawfully allotted to the allottees concerned. Importantly, it is revealed that the said allotments were made after the receiving(s) of lawful considerations from the allottees concerned. Therefore, but obviously the present petitioner cannot stake any valid claim qua his acquired lands, thus becoming released from acquisition.

11. Additionally, since in the impugned annexure, it becomes echoed, that the determined compensation amount, has been tendered before the Authority concerned, thereby when the present petitioner becomes ably facilitated to claim its release therefrom. In consequence, when the lawfully determined compensation amount, can thus become asked to be reimbursed to the present petitioner. Therefore, the acquisition of the land looser's estate, cannot be construed to be expropriatory nor thereby the present petitioner can ask this Court to make a writ of *Certiorari*, thus to quash the acquisition proceedings.

12. A reading of the relief relating to the present petitioner becoming allotted alternative sites in lieu of his lands being put to acquisition rather is also a completely rudderless claim.

13. The reason becomes embodied on a perusal of Rule 4(2) of Punjab Town Improvement (Utilization of Land & Allotment of Plots) Rules 1983, rule whereof becomes extracted hereinafter.

*“A local displaced persons shall be allotted a residential plot on reserve sale price in accordance with the following criteria; provided he applies for such allotment in Form ‘A’ within a period of three years from the date of taking over the possession of his land acquired by the Trust:-*

- (i) *If the area of land acquired is not less 100 Square yards than ½ acre and is not more than one acre or if the land acquired consists of a dwelling unit even though it is less than 1.2 acre;*
- (ii) *If the area of land acquired exceeds one 200 Square yards acre but does not exceed two acres;*
- (iii) *If the area of land acquired exceeds two 300 Square yards acres but dot exceed three acres;*
- (iv) *If the area of land acquired exceeds 400 Square yards three acres but does not exceed five acres;*
- (v) *If the area of land acquired exceeds five 500 Square yards acres*

*Provided that the local displaced persons having a joint Khata being co-sharers shall be allotted only one plot taking into account the whole or their joint land acquired.”*

14. Since the present petitioner would become qualified to obtain relief in terms of the above extracted reliefs, only when his acquired lands were not less than half acre, whereas, it becoming mentioned in the impugned annexure, that the dimension(s) of the land looser’s estate, was less than half an acre, thereby the present petitioner is not entitled to allotment of any alternative plot in lieu of acquisition being made of his estate.

15. The last relief, as claimed by the writ petitioner, as, relating to his becoming rehabilitated in terms of Section 27 of the Act of 1922, is also liable to be rejected. The provisions of Section 27 of the Act of 1922 is extracted hereinafter.

**“27. Re-housing of displaced resident house-owners-** *Any resident house-owner who is likely to be displaced by the execution of any scheme under this Act, may apply to the Trust to be re-housed, and no such scheme shall be put into execution until a re-housing scheme as provided for in section 26 for the*

*re-housing of such resident house owners as may apply under this section has been completed.”*

16. The reason becomes anchored, upon the premise that only when the acquisition is made of residential houses, thereupon the petitioner becoming entitled to the beneficent engraft of the provision (supra). Since the vacant plot of the petitioner became acquired, and, whereafter plots (supra), became carved therefrom, as such, when obviously no dwelling unit of the present petitioner became acquired, thereby the petitioner becomes disabled to make any capitalization from the statutory provision (supra).

17. However, even if the petitioner has raised any construction, upon any of the acquired lands, yet the said construction, as evident from the averments made in paragraph 6 (supra), thus appears to be made belatedly since the lawfully launched acquisition proceedings, thus terminating through an award becoming made, on 11.07.1997, thus by the learned Collector concerned. Therefore, the said raised construction, if it still exists, on any portion of the acquired lands, thus the same is required to be demolished.

18. Consequently, this Court finds no merit in the writ petition, and, is constrained to dismiss the same. Hence, the same is dismissed with costs of Rs.25,000/- to be forthwith deposited by the petitioner with the ‘Himachal Pradesh Aapada Raahat Kosh – 2023’ for mitigating the natural disaster in the State concerned.

**(SURESHWAR THAKUR)**  
**JUDGE**

**19.09.2023**

**Ithlesh**

**Whether speaking/reasoned:-**  
**Whether reportable:**

**(KULDEEP TIWARI)**  
**JUDGE**

**Yes/No**  
**Yes/No**