



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD**

35 WRIT PETITION NO. 4723 OF 2024

MANGAL PAULAD PATIL AND OTHERS

VERSUS

**THE STATE OF MAHARASHTRA THROUGH ITS
PRINCIPAL SECRETARY AND OTHERS**

...

Shri Bagul Dnyaneshwar S., Advocate for the Petitioners.
Shri V.S. Badakh, AGP for Respondent Nos.1 to 3/State.

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**CORAM : RAVINDRA V. GHUGE
&
R.M. JOSHI, JJ.**

DATE :- 07th May, 2024

Per Court :-

1. Having heard the learned Advocate for the Petitioners and the learned AGP on behalf of the Respondents/State, there is a consensus that the directions in paragraph Nos.4 and 5 of our order dated 08.10.2021, delivered in Writ Petition No.572/2020 (*Anjanabai Ambadas Chaudhari Patil and others vs. The State of Maharashtra and others*) and a group of petitions, would become squarely applicable to the Petitioners as well as the State. The Petitioners are agreeable to tender their individual affidavits as set out in paragraph 5.

2. For the sake of brevity, we are reproducing paragraph Nos.3 to 7 of our order dated 08.10.2021, hereunder:-

“3. *The learned AGP submits that the transactions proposed between the petitioners inter se, has to be scrutinized with due circumspection. This is a strategic move to create sale instances by hiking the prices astronomically and thereby create a record to be utilized at the time of quantifying compensation towards acquisition under the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013. Based on such sale instances, a fictitious rise in the price of land would be created and the landlords, whose lands would be subjected to the acquisition proceedings, would gain an undue advantage.*

4. *The learned Advocate for the petitioners submits on specific instructions from his clients as under:-*
[a] The agreements to sell are dated 03/09/2019 with regard to land Gat Nos.60/3, 60/1 and 60/2.
[b] After the agreement to sell has been signed between the parties, they are unable to formalize the sale due to the impugned orders.
[c] The land owners undertake not to interfere with the acquisition process since they would be relinquishing their right, title and interest on the portion of the lands agreed to be sold.
[d] The purchasers would alone be entitled to receive the benefits of the acquisition process and the sellers would not claim a single rupee of compensation.
[e] All the petitioners as well as all sellers and purchasers connected with these 3 parcels of land, would not cite these sale agreements as sale instances in the acquisition proceedings and no benefit would be derived on the basis of such sale instances.
[f] The petitioners as well as the purchasers are tendering their individual affidavits in these respective cases thereby binding themselves to the above statements made.

5. *In each of these 3 petitions, the sellers as well as the buyers/ purchasers are producing their individual affidavits setting forth 5 conditions which will bind them as under :-*
 - [a] In WP No.572/2020, such original undertakings/affidavits (9 pages) are placed on record, which are collectively marked as X-2 for identification.*
 - [b] In WP No.609/2020, such original undertakings/affidavits (7 pages) are placed on record which are collectively marked as X-3 for identification.*
 - [c] In WP No.610/2020, such original undertakings/affidavits (10 pages) are placed on record which are collectively marked as X-4 for identification.*
6. *In view of the above, these petitions are partly allowed. The impugned orders set out in prayer clause "C" in each of these petitions, are quashed and set aside.*
7. *It is hereby directed that*
 - (a) all the owners and purchasers in relation to lands Gat No.60/1, 60/2 and 60/3 shall be bound to their statements made before the Court and the conditions set out in their affidavits at X-2, X-3 and X-4.*
 - (b) Under no circumstances, would any of these persons resile from their statements made and take a contrary stand.*
 - (c) In the event, they do so, such conduct shall be treated as a fraud played on the Court and in which case, this Court would initiate appropriate action, if it is brought to the notice of this Court.*
 - (d) The 5 conditions set out in these affidavits would be inserted in the sale deeds as well as in the formal orders that would be passed by the revenue authorities granting permission to sell."*

3. *In view of the above, for the reasons recorded in the*

above reproduced order and the directions issued as well as the obligations cast on these Petitioners, **this Writ Petition is partly allowed**. Affidavits would be tendered to the District Collector and copies to the registry of this Court, within 15 days.

kps

(R.M. JOSHI, J.)

(RAVINDRA V. GHUGE, J.)