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IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH

(1) CWP No.19827 of 2019 (O&M)
Date of Decision: 05.08.2024

Raghbir SinghPetitioner.

Versus

The State of Haryana and othersRespondents.

(2) CWP No.22867 of 2019

Amar Singh and anotherPetitioners.

Versus

State of Haryana and othersRespondents.

(3) CWP No.24797 of 2019

Bhupinder Singh and othersPetitioners.

Versus

State of Haryana and othersRespondents.

(4) CWP No.25135 of 2019

Baldev SinghPetitioner.

Versus

State of Haryana and othersRespondents.



(5) CWP No.25818 of 2019

Teja Singh
.....Petitioner.

Versus

State of Haryana and others
.....Respondents.

(6) CWP No.26386 of 2019

Ram Sawrup @ Ram Sarup Singh (since deceased) through his LRs
.....Petitioners.

Versus

State of Haryana and others
.....Respondents.

(7) CWP No.26623 of 2019 (O&M)

Rajinder Sharma (since deceased) through his LR & others
.....Petitioners.

Versus

State of Haryana and others
.....Respondents.

(8) CWP No.27183 of 2019

Baljeet Singh and others
.....Petitioners.

Versus

State of Haryana and others
.....Respondents.

(9) CWP No.28318 of 2019

Karnail Singh and others
.....Petitioners.

Versus

State of Haryana and others
.....Respondents.



(10)

CWP No.28394 of 2019

Sarabjeet Kaur and others

.....Petitioners.

Versus

State of Haryana and others

.....Respondents.

(11)

CWP No.28396 of 2019 (O&M)

Gobinda @ Gobind Ram (since deceased) through his LRs

.....Petitioners.

Versus

State of Haryana and others

.....Respondents.

(12)

CWP No.28851 of 2019

Balwinder Singh

.....Petitioner.

Versus

State of Haryana and others

.....Respondents.

(13)

CWP No.28907 of 2019

Sohan Singh and others

.....Petitioners.

Versus

State of Haryana and others

.....Respondents.

(14)

CWP No.28931 of 2019

Kanwaljit Singh @ Kamaljit Singh and others

.....Petitioners.

Versus

State of Haryana and others

.....Respondents.



(15)

CWP No.29946 of 2019

Mihan Singh and others

.....Petitioners.

Versus

State of Haryana and others

.....Respondents.

(16)

CWP No.22319 of 2021

Baljit Singh and others

.....Petitioners.

Versus

State of Haryana and others

.....Respondents.

(17)

CWP No.4948 of 2022

Gurcharan Singh and others

.....Petitioners.

Versus

State of Haryana and others

.....Respondents.

(18)

CWP No.17603 of 2024

Ram Dulari (since deceased) through her LRs

.....Petitioners.

Versus

State of Haryana and others

.....Respondents.

**CORAM: *HON'BLE MR. JUSTICE G.S. SANDHAWALIA*
*HON'BLE MRS. JUSTICE MEENAKSHI I. MEHTA***

Present:- Mr. M.L. Sharma, Advocate
for the petitioners.

Mr. Ankur Mittal, Addl. A.G, Haryana with
Mr. Saurabh Mago, DAG, Haryana.



Mr. Ashish Gupta, Advocate
for the respondent-Alaska Construction Company Pvt. Ltd.

G.S. SANDHAWALIA, J.(Oral)

This judgment shall dispose of the abovementioned 18 civil writ petitions as common questions of law and facts are involved therein. However, for convenience and clarity, the detailed order is being passed in **CWP No.19827 of 2019** titled ***Raghubir Singh Versus The State of Haryana and others.***

2. The present set of petitions was tagged alongwith the earlier litigations preferred by the other land owners way back in the year 2008-2009 which we have segregated today itself. Since the land owners in those cases may have other reasons and the present petitioners cannot seek the benefit of being considered on the same footing as the other land owners were pursuing the remedies since the year 2008-2009 qua the award passed on 03.03.2009, whereas the present writ petitions were filed in the year 2019 onwards.

3. The factual matrix as set out in **CWP No.19827 of 2019** titled ***Raghubir Singh Versus The State of Haryana and others*** is that a chunk of land measuring 253.03 acres situated within the revenue estate of Villages Jandli, Hadbast No.113, Kanwali, Hadbast No.111, Sounda, Hadbast No.114 and Sarai Mehdood, Hadbast No.112, Tehsil and District Ambala, was sought to be required for public purposes, i.e for development and utilization of land for residential, commercial and institutional area for Sector 23, Ambala City by way of the notification dated 28.02.2006



(Annexure P-7) under Section 4 of the Land Acquisition Act, 1894 (for short 'the Act'). It is not disputed that the petitioner himself filed Objections (Annexure P-9) under Section 5-A of the Act before the Land Acquisition Collector, Haryana on 30.03.2006 against the proposal of acquisition of his land measuring 63 Kanals 06 Marlas in Village Jandli. The basic grouse of the petitioner was that in similar circumstances, the land had been acquired for Sector-9, HUDA, Ambala in the year 1984 and the landowners were awarded a meagre amount of compensation of Rs.52,000/- per acre despite the fact that the market value of the land was not less than Rs.14,52,000/- per acre. Thereafter, the notification under Section 6 of the Act was issued on 27.02.2007 (Annexure P-10). However, before issuance of the award on 03.03.2009 (Annexure P-15), the petitioner sold land measuring 63 Kanals 06 Marlas to private respondent No.11, namely, Alaska Construction Company Private Limited for a total sale consideration of Rs.87,03,750/- vide sale deed dated 08/09.03.2007 (Annexure P-11). Finally, the award (Annexure P-15) was passed on 03.03.2009, whereby out of the total land measuring 253.03 acres, only the land measuring 87.55 acres was acquired. Even the developer had also been granted license No.256 dated 07.11.2007 (Annexure P-17), which has also been challenged by filing the present writ petitions. The plea has also been raised that the sale of the land was got done under duress.

4. A perusal of the sale deed (Annexure P-11) reveals that the general power of attorney had been executed by the petitioner in favour of



Rajnish Kumar way back on 13.12.2006 before the notification under Section 6 of the Act and registered in the office of Sub-Registrar, Ambala. It has specifically been mentioned in the sale deed that the land measuring 63 Kanals 06 Marlas owned by the petitioner in Village Jandli is neither mortgaged nor pledged with anybody and there is no case pending in any Court of law regarding the said land. The seller had taken off his ownership and possession from the spot and the purchaser had taken the possession. There is an endorsement in the sale deed that in case of any dispute regarding legal or ownership rights and due to that reason, a part of the land goes out of the hands of the purchaser, then, the seller shall be liable to give back the consideration amount as well as damages. The seller had taken the sale consideration of Rs.87,03,750/- vide cheque No.537493 dated 12.12.2006 drawn on the Union Bank of India, Court Road, Ambala City. It was also mentioned in the sale deed that the sale amount has been received and no amount is due and the land has been sold for purchasing other land and there is no stay on the land from any Court.

5. Moreover, a perusal of the award (Annexure P-15) shows that the market value of the acquired land of Village Jandli has been assessed @ Rs.10 lakh per acre and Villages Kanwali, Sonda and Sarai Mahdood @ Rs.8 lakh per acre. Besides this, 30% solatium on the market value of the land, compensation of wells/tube-wells, structures and trees has also been granted under Section 23(2) of the Act.

6. In the present set of writ petitions, challenges have been made



at a belated stage, after 10 years of the award. The sale deeds were got executed by the petitioners themselves in favour of the developer on 09.03.2007 after the notification under Section 6 of the Act dated 27.02.2007 in which the land of the petitioner was not even included. It is pertinent to mention here that in some cases, the petitioners have sold the land after getting the benefit of Section 5-A of the Act and thereafter, they are challenging the sale deeds also after having received payments in cheques way back in the year 2007. This fact would be clear from para 8 of the written statement of respondents No.1 and 8, which reads as under:

“8. That it is respectfully submitted that as far as the land claimed in the petition is concerned, it was not included in the declaration issued under section 6 of Act of 1894 and thus, was released from the acquisition proceedings. Suffice to mention that the sale deed was executed by the petitioner on 09.03.2007, when admittedly there was no pending acquisition proceeding on the land in question. Therefore, the entire case put forth by the petitioner that pending the acquisition proceedings, he was coerced to sell his land falls flat because the land of the petitioner was not included in Section 6 notification which was issued on 27.02.2007 and even the publication in the newspaper as well as by way of munadi was made prior to the execution of sale deed on 09.03.2007. Thus, on the date when sale deed was executed the land of the petitioner was not under acquisition proceedings.”



7. Further, the perusal of para No.4 of the written statement filed on behalf of respondents No.2, 3 and 7 would go to show that before issuance of notification under Section 6 of the Act, respondent No.11 with some individual land owners had already submitted an application to exclude the land measuring 164.29 acres, over which it had clear ownership. Accordingly, declaration under Section 6 of the Act was issued on 27.02.2007 for the land measuring 65.89 acres after excluding the area applied for licence. The present petitions, thus, suffer from various ailments of estoppel, acquiescence and delay and laches.

8. The Co-ordinate Bench headed by the then Hon'ble Chief Justice examined this aspect in ***Desraj and others Versus State of Haryana and others, 2022(4) RCR (Civil) 298***, wherein it is held that the doctrine of acquiescence act as estoppel which bars the litigant from complaining about violation of his right. In that case, the notification under Section 4 of the Act was issued on 20.04.1990 for the acquisition of the land situated in Villages Jharsa, Bindapur, Kanhai and Samaspur for the development and utilization thereof for residential, commercial and institutional parts of different sectors of Bahadurgarh. The award was announced by the Land Acquisition Collector on 23.03.1993 and the challenge by way of the writ petition was made in the year 2016 and as such, the silence was maintained by the petitioners for almost 25 years. The relevant portion of the said judgment in paragraphs No.30 to 32 is reproduced as under:

“30. Having considered this part of the argument raised by Mr. Mittal and enunciation of law in The



Chairman, State Bank of India and Another (supra) we are of the considered opinion that a person who alleges deprivation of his legal rights at the hands of the State by invoking writ jurisdiction of this Court so as to obtain the equitable relief under Article 226 of the Constitution of India, must fully satisfy the Court that there are no laches or undue delay on his part in invoking the jurisdiction of this Court. The blame worthy conduct such as laches or undue delay, acquiescence or waiver are well acknowledged principles of law, on which, the litigant can be ousted at the threshold. A person's entitlement for relief under Article 226 of the Constitution of India, be it against the State or anybody else, even if it is founded on the allegations of infringement of his legal right, has to necessarily depend upon blame worthy conduct of the person seeking relief. The issue as to whether the doctrine of laches disentitle grant of relief to a person in exercise of its power under Article 226 of the Constitution of India, came up for consideration before the Hon'ble Constitution Bench of the Hon'ble Supreme Court of India in "Moon Mitts Ltd. v. M.R. Meher, President, Industrial Court" cited as "AIR 1967 SC 1450" wherein it was regarded as a principle that disentitle a party for grant of relief in exercise of discretionary power under Article 226 of the Constitution of India. As far as the doctrine of acquiescence is concerned, the Hon'ble Supreme Court of India while considering the distinction between



“acquiescence” and “delay and laches” has went on to hold both limitation and laches destroy the remedy but not the right, however, acquiescence virtually destroys the right of the person. It implies active assent and is based upon the rule of estoppel. As a form of estoppel it bars a party from complaining afterwards of the violation of the right. Even indirect acquiescence implies almost active consent which is not to be inferred by mere silence or inaction as involved in laches.

31. In the cases arising out of land acquisition, the concept of negating a challenge on account of the doctrine of delay and laches is well acknowledged. It assumes more significance when the plea of delay and laches is taken against the land owner after the vesting has taken place in favour of the State. It is well acknowledged principle of law that in order to plead infringement or to claim equitable relief, the litigant who choose to approach the Court must not have blameworthy conduct such as delay and laches etc. Undoubtedly the concept of doctrine of acquiescence as explained by the Hon’ble Supreme Court of India is on much higher footing which has been considered to be sufficient to even destroy the rights. We are in agreement with the arguments being raised by the State that as regards the pleas of procedural irregularity, not taking into consideration the status of land at the time of initiation of the acquisition proceeding in a proper manner, and rejecting the objections filed under



Section 5A of the Act, etc, the land owner is not entitled to raise such pleas with any delay as these are to be raised at the first instance and immediately, whenever they accrue to a land owner and if the land owner choose to remain silent and allows the State to proceed, the doctrine of acquiescence will come into play which is sufficient to take away that right. Any such plea being raised at a belated stage is required to be rejected at the threshold.

32. In the instant petition, the petitioners are claiming that their construction was not released under Section 5A of the 1894 Act. Significantly, these grievances are being raised in the year 2016 as regard the cause of action, if any, which was available to them in the year 1991. Can the petitioners be allowed to raise these grievances after 25 years, especially when they not only maintained silence but even accepted the amount of compensation without hesitation, the answer is “no” and as such, they cannot be permitted to raise these pleas after such a delay what to talk of considering the same.”

9. In similar circumstances, another Co-ordinate Bench in **CWP No.19901 of 2012** titled **Prem Kumar and others Versus State of Haryana and others** decided on 17.08.2017, also rejected the challenge of the petitioners by holding that for challenging the agreement to sell and the sale-deeds being *inter-se* between two private parties, the remedies may be elsewhere especially when the plea of fraud is sought to be alleged.



10. It is settled principle that plea of fraud and coercion as off-shot cannot be settled in the writ Court and even otherwise, on the question of delay, even the civil suit has to be filed within a specified period and the relief which the land owners as such are seeking to get, cannot be permitted by way of the present writ petitions after a decade of having sold land for the purpose of purchasing other land. Having benefitted from the registered sale deed and prior to that having executed the power of attorney in favour of the builder, the petitioners had surrendered all their rights as mentioned in the sale deeds itself, and it is hard for us to accept that the sale deeds can be, now, challenged in the writ Court.

11. Similarly, the facts in other connected matters would go to show that in **CWP No.17603 of 2024** titled ***Ram Dulari (now deceased) through her LRs Versus State of Haryana and others***, even the objections under Section 5-A of the Act were not filed and the challenge was raised against the award after 15 years.

12. In **CWP No.22867 of 2019** titled ***Amar Singh and another Versus State of Haryana and others***, the land owners apparently got their part of land released by filing objections under Section 5-A of the Act and the same was never included in the award. A plea was taken in para No.72(xx) of the pleadings that the scrutiny of the collaboration agreement to sell, general power of attorney and application on behalf of the land owners for granting of license, releasing of the land and execution of the sale deed goes a long way to prove that there is malafide, intentional



acquisition of the land for private respondents.

13. However, the respondent-State in its reply in **CWP No.19827 of 2019** has submitted in para No.3 that for setting up a residential plotted colony on the land measuring 152.304 acres to Alaska Construction Company Pvt. Ltd. and 11 other individual land owners, the same was in collaboration with Vatika Land Base Pvt. Ltd. on the basis of Licence No.256 dated 07.11.2007.

14. In such circumstances, having entered into agreements with the builders with open eyes and having alienated the land, challenge made by the petitioners in the present set of petitions, now, at this belated stage, cannot be permitted. Reliance in this regard can be made to the observations made by the Coordinate Bench headed by the then Hon'ble Acting Chief Justice in ***Civil Writ Petition No.558 of 2013*** titled ***Chet Ram and another Vs. The State of Haryana and others*** decided on 24.02.2025, wherein acquisition of the land was challenged after having sold the land to the private builders on 10.05.2006 and the petition was filed after a period of 07 years. The Division Bench by dismissing the matter on the principle of delay and laches, noticed that the petitioners cannot take advantage of their own wrong especially when their inaction has resulted in several third parties having irretrievably altered their position to their detriment.

15. Resultantly, we do not find any tangible reason to take a different view as per the settled law and the present writ petitions are dismissed.



16. Needless to say that any observations made hereinabove are regarding separate bunch of cases and the persons, who did not agitate for their grievances at the earliest and we have not commented upon any rights or given a clean chit to the respondent-builder in any manner since we are not adjudicating on the said issues qua land owners who have approached the Court immediately after the acquisition proceedings which is not the case in the present set of cases.

**(G.S. SANDHAWALIA)
JUDGE**

August 05, 2024
Yag Dutt

**(MEENAKSHI I. MEHTA)
JUDGE**

Whether speaking/reasoned: Yes
Whether Reportable: Yes