



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

WRIT PETITION NO.4778 OF 2022

Jitendra s/o. Shantilal Petty,
Age: 48 years, Occu: Agri. & Business,
R/o.: Near Shani Mandir, Juna Jalna,
District Jalna.

.... Petitioner

Versus

1. State of Maharashtra,
Through Department of Urban Development,
Mantralaya, Mumbai 32.
2. Principal Secretary,
Department of Urban Development,
Mantralaya, Mumbai - 32.
3. The Collector, Aurangabad.
4. Special Land Acquisition Officer,
(Special Unit), Aurangabad.
5. City Industrial and Development Corporation Ltd.,
Through its Managing Director,
Nirmal Building, Nariman Point,
Mumbai - 21.
6. Chief Administrator,
City Industrial and Development Corporation Ltd.,
Udyog Bhavan, Town Centre,
New Aurangabad - 431 003.
7. Administrator, Waluj Project,
City Industrial and Development Corporation Ltd.,
Waluj Mahanagar,
Aurangabad.

... Respondents

AND
WRIT PETITION NO.4772 OF 2022

Mrs. Rachna w/o. Jitendra Petty,
Age: 48 years, Occu: Agri. & Business,
R/o.: Near Shani Mandir, Juna Jalna,
District Jalna.

.... Petitioner

Versus

1. State of Maharashtra,
Through Department of Urban Development,
Mantralaya, Mumbai 32.
2. Principal Secretary,
Department of Urban Development,
Mantralaya, Mumbai - 32.
3. The Collector, Aurangabad.
4. Special Land Acquisition Officer,
(Special Unit), Aurangabad.
5. City Industrial and Development Corporation Ltd.,
Through its Managing Director,
Nirmal Building, Nariman Point,
Mumbai - 21.
6. Chief Administrator,
City Industrial and Development Corporation Ltd.,
Udyog Bhavan, Town Centre,
New Aurangabad - 431 003.
7. Administrator, Waluj Project,
City Industrial and Development Corporation Ltd.,
Waluj Mahanagar,
Aurangabad.

... Respondents

AND
WRIT PETITION NO.4775 OF 2022

Mrs. Varsha Surendra Petty,
Age: 53 years, Occu: Agri. & Business,
R/o.: Near Shani Mandir, Juna Jalna,
District Jalna

.... Petitioner

Versus

1. State of Maharashtra,
Through Department of Urban Development,
Mantralaya, Mumbai 32.
2. Principal Secretary,
Department of Urban Development,
Mantralaya, Mumbai - 32.
3. The Collector, Aurangabad.
4. Special Land Acquisition Officer,
(Special Unit), Aurangabad.
5. City Industrial and Development Corporation Ltd.,
Through its Managing Director,
Nirmal Building, Nariman Point,
Mumbai - 21.
6. Chief Administrator,
City Industrial and Development Corporation Ltd.,
Udyog Bhavan, Town Centre,
New Aurangabad - 431 003.
7. Administrator, Waluj Project,
City Industrial and Development Corporation Ltd.,
Waluj Mahanagar,
Aurangabad.

... Respondents

AND
WRIT PETITION NO.4776 OF 2022

Ravindra s/o. Shantilal Petty,
Age: 51 years, Occu: Agri. & Business,
R/o.: Near Shani Mandir, Juna Jalna,
District Jalna

... Petitioner

Versus

1. State of Maharashtra,
Through Department of Urban Development,
Mantralaya, Mumbai 32.
2. Principal Secretary,
Department of Urban Development,
Mantralaya, Mumbai - 32.
3. The Collector, Aurangabad.
4. Special Land Acquisition Officer,
(Special Unit), Aurangabad.
5. City Industrial and Development Corporation Ltd.,
Through its Managing Director,
Nirmal Building, Nariman Point,
Mumbai - 21.
6. Chief Administrator,
City Industrial and Development Corporation Ltd.,
Udyog Bhavan, Town Centre,
New Aurangabad - 431 003.
7. Administrator, Waluj Project,
City Industrial and Development Corporation Ltd.,
Waluj Mahanagar,
Aurangabad.

... Respondents

AND
WRIT PETITION NO.4777 OF 2022

Surendra s/o. Shantilal Petty,
Age: 54 years, Occu: Agri. & Business,
R/o.: Near Shani Mandir, Juna Jalna,
District Jalna.

.... Petitioner

Versus

1. State of Maharashtra,
Through Department of Urban Development,
Mantralaya, Mumbai 32.

2. Principal Secretary,
Department of Urban Development,
Mantralaya, Mumbai - 32.

3. The Collector, Aurangabad.

4. Special Land Acquisition Officer,
(Special Unit), Aurangabad.

5. City Industrial and Development Corporation Ltd.,
Through its Managing Director,
Nirmal Building, Nariman Point,
Mumbai - 21.

6. Chief Administrator,
City Industrial and Development Corporation Ltd.,
Udyog Bhavan, Town Centre,
New Aurangabad - 431 003.

7. Administrator, Waluj Project,
City Industrial and Development Corporation Ltd.,
Waluj Mahanagar,
Aurangabad.

... Respondents

AND
WRIT PETITION NO.4786 OF 2022

Pankaj s/o. Ratilal Mugadiya,
Age: 44 years, Occu: Business,
R/o.: N-3, CIDCO, District Aurangabad.

.... Petitioner

Versus

1. State of Maharashtra,
Through Department of Urban Development,
Mantralaya, Mumbai 32.
2. Principal Secretary,
Department of Urban Development,
Mantralaya, Mumbai - 32.
3. The Collector, Aurangabad.
4. Special Land Acquisition Officer,
(Special Unit), Aurangabad.
5. City Industrial and Development Corporation Ltd.,
Through its Managing Director,
Nirmal Building, Nariman Point,
Mumbai - 21.
6. Chief Administrator,
City Industrial and Development Corporation Ltd.,
Udyog Bhavan, Town Centre,
New Aurangabad - 431 003.
7. Administrator, Waluj Project,
City Industrial and Development Corporation Ltd.,
Waluj Mahanagar,
Aurangabad.

... Respondents

AND
WRIT PETITION NO.4840 OF 2022

Mrs. Namrata w/o. Ravindra Petty,
Age: 47 years, Occu: Agri. & Business,
R/o.: Near Shani Mandir, Juna Jalna,
District Jalna.

.... Petitioner

Versus

1. State of Maharashtra,
Through Department of Urban Development,
Mantralaya, Mumbai 32.
2. Principal Secretary,
Department of Urban Development,
Mantralaya, Mumbai - 32.
3. The Collector, Aurangabad.
4. Special Land Acquisition Officer,
(Special Unit), Aurangabad.
5. City Industrial and Development Corporation Ltd.,
Through its Managing Director,
Nirmal Building, Nariman Point,
Mumbai - 21.
6. Chief Administrator,
City Industrial and Development Corporation Ltd.,
Udyog Bhavan, Town Centre,
New Aurangabad - 431 003.
7. Administrator, Waluj Project,
City Industrial and Development Corporation Ltd.,
Waluj Mahanagar,
Aurangabad.

... Respondents

AND
WRIT PETITION NO.7441 OF 2022

Mrs. Ashoo w/o. Rajendra Darda,
Age: 62 years, Occu: Business,
R/o.: Lokmat Bhavan, Jalna Road,
District Aurangabad.

.... Petitioner

Versus

1. State of Maharashtra,
Through Department of Urban Development,
Mantralaya, Mumbai 32.
2. Principal Secretary,
Department of Urban Development,
Mantralaya, Mumbai - 32.
3. The Collector, Aurangabad.
4. Special Land Acquisition Officer,
(Special Unit),
Aurangabad.
5. City Industrial and Development Corporation Ltd.,
Through its Managing Director,
Nirmal Building, Nariman Point,
Mumbai - 21.
6. Chief Administrator,
City Industrial and Development Corporation Ltd.,
Udyog Bhavan, Town Centre,
New Aurangabad - 431 003.
7. Administrator, Waluj Project,
City Industrial and Development Corporation Ltd.,
Waluj Mahanagar,
Aurangabad.

... Respondents

AND
WRIT PETITION NO.7442 OF 2022

Rishi s/o. Rajendra Darda,
Age: 44 years, Occu: Business,
R/o.: Lokmat Bhavan, Jalna Road,
District Aurangabad.

.... Petitioner

Versus

1. State of Maharashtra,
Through Department of Urban Development,
Mantralaya, Mumbai 32.

2. Principal Secretary,
Department of Urban Development,
Mantralaya, Mumbai - 32.

3. The Collector, Aurangabad.

4. Special Land Acquisition Officer,
(Special Unit), Aurangabad.

5. City Industrial and Development Corporation Ltd.,
Through its Managing Director,
Nirmal Building, Nariman Point,
Mumbai - 21.

6. Chief Administrator,
City Industrial and Development Corporation Ltd.,
Udyog Bhavan, Town Centre,
New Aurangabad - 431 003.

7. Administrator, Waluj Project,
City Industrial and Development Corporation Ltd.,
Waluj Mahanagar,
Aurangabad.

... Respondents

AND
WRIT PETITION NO.7443 OF 2022

Karan s/o. Rajendra Darda,
Age: 40 years, Occu: Business,
R/o.: Lokmat Bhavan, Jalna Road,
District Aurangabad.

.... Petitioner

Versus

1. State of Maharashtra,
Through Department of Urban Development,
Mantralaya, Mumbai 32.

2. Principal Secretary,
Department of Urban Development,
Mantralaya, Mumbai - 32.

3. The Collector, Aurangabad.

4. Special Land Acquisition Officer,
(Special Unit), Aurangabad.

5. City Industrial and Development Corporation Ltd.,
Through its Managing Director,
Nirmal Building, Nariman Point,
Mumbai - 21.

6. Chief Administrator,
City Industrial and Development Corporation Ltd.,
Udyog Bhavan, Town Centre,
New Aurangabad - 431 003.

7. Administrator, Waluj Project,
City Industrial and Development Corporation Ltd.,
Waluj Mahanagar,
Aurangabad.

... Respondents

AND
WRIT PETITION NO.7440 OF 2022

Mrs. Ruchira s/o. Karan Darna,
Age: 38 years, Occu: Business,
R/o.: Lokmat Bhavan, Jalna Road,
District Aurangabad.

.... Petitioner

Versus

1. State of Maharashtra,
Through Department of Urban Development,
Mantralaya, Mumbai 32.
2. Principal Secretary,
Department of Urban Development,
Mantralaya, Mumbai - 32.
3. The Collector, Aurangabad.
4. Special Land Acquisition Officer,
(Special Unit), Aurangabad.
5. City Industrial and Development Corporation Ltd.,
Through its Managing Director,
Nirmal Building, Nariman Point,
Mumbai - 21.
6. Chief Administrator,
City Industrial and Development Corporation Ltd.,
Udyog Bhavan, Town Centre,
New Aurangabad - 431 003.
7. Administrator, Waluj Project,
City Industrial and Development Corporation Ltd.,
Waluj Mahanagar,
Aurangabad.

... Respondents

AND
WRIT PETITION NO.7439 OF 2022

Mrs. Sheetal w/o. Rishi Darda,
Age: 42 years, Occu: Business,
R/o.: Lokmat Bhavan, Jalna Road,
District Aurangabad.

.... Petitioner

Versus

1. State of Maharashtra,
Through Department of Urban Development,
Mantralaya, Mumbai 32.
2. Principal Secretary,
Department of Urban Development,
Mantralaya, Mumbai - 32.
3. The Collector, Aurangabad.
4. Special Land Acquisition Officer,
(Special Unit), Aurangabad.
5. City Industrial and Development Corporation Ltd.,
Through its Managing Director,
Nirmal Building, Nariman Point,
Mumbai - 21.
6. Chief Administrator,
City Industrial and Development Corporation Ltd.,
Udyog Bhavan, Town Centre,
New Aurangabad - 431 003.
7. Administrator, Waluj Project,
City Industrial and Development Corporation Ltd.,
Waluj Mahanagar,
Aurangabad.

... Respondents

AND
WRIT PETITION NO.4769 OF 2022

Ravindra s/o. Ramanlal Mugadiya,
Age: 54 years, Occu: Business,
R/o.: N - 3, CIDCO,
District Aurangabad.

.... Petitioner

Versus

1. State of Maharashtra,
Through Department of Urban Development,
Mantralaya, Mumbai 32.

2. Principal Secretary,
Department of Urban Development,
Mantralaya, Mumbai - 32.

3. The Collector, Aurangabad.

4. Special Land Acquisition Officer,
(Special Unit), Aurangabad.

5. City Industrial and Development Corporation Ltd.,
Through its Managing Director,
Nirmal Building, Nariman Point,
Mumbai - 21.

6. Chief Administrator,
City Industrial and Development Corporation Ltd.,
Udyog Bhavan, Town Centre,
New Aurangabad - 431 003.

7. Administrator, Waluj Project,
City Industrial and Development Corporation Ltd.,
Waluj Mahanagar,
Aurangabad.

... Respondents

AND
WRIT PETITION NO. 3858 OF 2023

Sangita S/o. Manoj Bhandari,
Age: 53 years, Occu: Business,
R/o.: House No.63 'Ratnahira',
Bansilal Nagar, Station Road,
Aurangabad.

.... Petitioner

Versus

1. State of Maharashtra,
Through Department of Urban Development,
Mantralaya, Mumbai 32.

2. Principal Secretary,
Department of Urban Development,
Mantralaya, Mumbai - 32.

3. The Collector, Aurangabad.

4. Special Land Acquisition Officer,
(Special Unit), AMC Building - 3, AMC,
Aurangabad.

5. City Industrial and Development Corporation Ltd.,
Through its Managing Director,
Nirmal Building, Nariman Point,
Mumbai - 21.

6. Chief Administrator,
City Industrial and Development Corporation Ltd.,
Udyog Bhavan, Town Centre,
New Aurangabad - 431 003.

7. Administrator, Waluj Project,
City Industrial and Development Corporation Ltd.,
Waluj Mahanagar,
Aurangabad.

... Respondents

AND
WRIT PETITION NO.3856 OF 2023

Poonam W/o. Anil Bhandari,
Age: 50 years, Occu: Business,
R/o.: House No.63 'Ratnahira',
Bansilal Nagar, Station Road,
Aurangabad.

.... Petitioner

Versus

1. State of Maharashtra,
Through Department of Urban Development,
Mantralaya, Mumbai 32.
2. Principal Secretary,
Department of Urban Development,
Mantralaya, Mumbai - 32.
3. The Collector, Aurangabad.
4. Special Land Acquisition Officer,
(Special Unit), Aurangabad.
5. City Industrial and Development Corporation Ltd.,
Through its Managing Director,
Nirmal Building, Nariman Point,
Mumbai - 21.
6. Chief Administrator,
City Industrial and Development Corporation Ltd.,
Udyog Bhavan, Town Centre,
New Aurangabad - 431 003.
7. Administrator, Waluj Project,
City Industrial and Development Corporation Ltd.,
Waluj Mahanagar,
Aurangabad.

... Respondents

AND
WRIT PETITION NO.3854 OF 2023

Hiralal S/o. Chandmalji Bhandari,
Age: 76 years, Occu: Business,
R/o.: House No.63 'Ratnahira',
Bansilal Nagar, Station Road,
Aurangabad.

.... Petitioner

Versus

1. State of Maharashtra,
Through Department of Urban Development,
Mantralaya, Mumbai 32.
2. Principal Secretary,
Department of Urban Development,
Mantralaya, Mumbai - 32.
3. The Collector, Aurangabad.
4. Special Land Acquisition Officer,
(Special Unit), Aurangabad.
5. City Industrial and Development Corporation Ltd.,
Through its Managing Director,
Nirmal Building, Nariman Point,
Mumbai - 21.
6. Chief Administrator,
City Industrial and Development Corporation Ltd.,
Udyog Bhavan, Town Centre,
New Aurangabad - 431 003.
7. Administrator, Waluj Project,
City Industrial and Development Corporation Ltd.,
Waluj Mahanagar,
Aurangabad.

... Respondents

AND
WRIT PETITION NO.3855 OF 2023

Manoj S/o. Hiralal Bhandari,
Age: 56 years, Occu: Business,
R/o.: House No.63 'Ratnahira',
Bansilal Nagar, Station Road,
Aurangabad.

.... Petitioner

Versus

1. State of Maharashtra,
Through Department of Urban Development,
Mantralaya, Mumbai 32.
2. Principal Secretary,
Department of Urban Development,
Mantralaya, Mumbai - 32.
3. The Collector, Aurangabad.
4. Special Land Acquisition Officer,
(Special Unit), Aurangabad.
5. City Industrial and Development Corporation Ltd.,
Through its Managing Director,
Nirmal Building, Nariman Point,
Mumbai - 21.
6. Chief Administrator,
City Industrial and Development Corporation Ltd.,
Udyog Bhavan, Town Centre,
New Aurangabad - 431 003.
7. Administrator, Waluj Project,
City Industrial and Development Corporation Ltd.,
Waluj Mahanagar,
Aurangabad.

... Respondents

AND
WRIT PETITION NO.3857 OF 2023

Ratnamala W/o. Hiralal Bhandari,
Age: 74 years, Occu: Business,
R/o.: House No.63 'Ratnahira',
Bansilal Nagar, Station Road,
Aurangabad.

.... Petitioner

Versus

1. State of Maharashtra,
Through Department of Urban Development,
Mantralaya, Mumbai 32.
2. Principal Secretary,
Department of Urban Development,
Mantralaya, Mumbai - 32.
3. The Collector, Aurangabad.
4. Special Land Acquisition Officer,
(Special Unit), AMC Building No.3, AMC,
Aurangabad.
5. City Industrial and Development Corporation Ltd.,
Through its Managing Director,
Nirmal Building, Nariman Point,
Mumbai - 21.
6. Chief Administrator,
City Industrial and Development Corporation Ltd.,
Udyog Bhavan, Town Centre,
New Aurangabad - 431 003.
7. Administrator, Waluj Project,
City Industrial and Development Corporation Ltd.,
Waluj Mahanagar,
Aurangabad.

... Respondents

AND
WRIT PETITION NO.3853 OF 2023

Anil S/o. Hiralal Bhandari,
Age: 54 years, Occu: Business,
R/o.: House No.63 'Ratnahira',
Bansilal Nagar, Station Road,
Aurangabad.

.... Petitioner

Versus

1. State of Maharashtra,
Through Department of Urban Development,
Mantralaya, Mumbai 32.
2. Principal Secretary,
Department of Urban Development,
Mantralaya, Mumbai - 32.
3. The Collector, Aurangabad.
4. Special Land Acquisition Officer,
(Special Unit), AMC Building No.3, AMC,
Aurangabad.
5. City Industrial and Development Corporation Ltd.,
Through its Managing Director,
Nirmal Building, Nariman Point,
Mumbai - 21.
6. Chief Administrator,
City Industrial and Development Corporation Ltd.,
Udyog Bhavan, Town Centre,
New Aurangabad - 431 003.
7. Administrator, Waluj Project,
City Industrial and Development Corporation Ltd.,
Waluj Mahanagar,
Aurangabad.

... Respondents

Appearance :

Mr. Palodkar Devdatt. P., Advocate for the Petitioner/s.

Mr. P. K. Lakhotiya, AGP for Respondent Nos.1 to 4 - State.

Mr. Chetan Kapadia [Senior Advocate] a/w Mr. Yuvraj Singh,
Mr. Rahul Sinha, Mr. Amit A. Yadkikar and Mr. Akshay Kulkarni,
Advocate for Respondent Nos.5 to 7.

**CORAM : R. G. AVACHAT &
NEERAJ P. DHOTE, JJ.**

Reserved on : 7th August, 2025

Pronounced on : 6th November, 2025

COMMON JUDGMENT : [PER NEERAJ P. DHOTE, J.]

1. As the issue involved in all these Writ Petitions is identical and common submissions are made by both the sides, these Petitions are decided by this Common Judgment.

2. By these Writ Petitions under Article 226 of the Constitution of India, the Petitioners have prayed for Writ of Mandamus to the Respondents to pay the amount of compensation along with all the statutory benefits and interest towards acquisition of their lands situated at Village Golwadi, Taluka and District Aurangabad, as agreed vide their respective Agreements.

3. Necessary facts giving rise to the present Writ

Petitions are as under :

[I] The Petitioners are the owners of the lands, the details of which, are referred below :-

Sr. Nos.	Writ Petition Nos.	Name of Petitioners	Land Gut Nos./Village	Area under acquisition in Ha.
1	2	3	4	5
1	4769/2022	Ravindra S/o Ramanlal Mugadiya	28 Golwadi	0.44
2	4772/2022	Mrs. Rachna W/o Jitendra Petty	24 Golwadi	0.36
			29 Golwadi	0.46
3	4775/2022	Varsha Surendra Petty	26 Golwadi	0.47
4	4776/2022	Ravindra S/o Shantilal Petty	25 Golwadi	0.28
			26 Golwadi	0.49
			29 Golwadi	0.46
5	4777/2022	Surendra S/o Shantilal Petty	24 Golwadi	0.36
			26 Golwadi	0.49
			29 Golwadi	0.46
6	4778/2022	Jitendra S/o Shantilal Petty	19 Golwadi	0.08
			20 Golwadi	0.29
			26 Golwadi	0.49
			29 Golwadi	0.46
7	4786/2022	Pankaj S/o Ratilal Mugadiya	28 Golwadi	0.44
8	4840/2022	Namrata W/o Ravindra Petty	24 Golwadi	0.32
			29 Golwadi	0.46
9	7439/2022	Sheetal W/o Rishi Darda	28 Golwadi	0.528
10	7440/2022	Ruchira Karan Darda	28 Golwadi	0.528
11	7441/2022	Ashoo W/o Rajendra Darda	28 Golwadi	0.543
12	7442/2022	Rishi S/o Rajendra Darda	28 Golwadi	0.528

13	7443/2022	Karan S/o Rajendra Darda	28 Golwadi	0.528
14	3853/2023	Anil Hiralal Bhandari	21 Golwadi	0.46
15	3854/2023	Hiralal S/o Chandmalji Bhandari	28 Golwadi	0.44
16	3855/2023	Manoj S/o Hiralal Bhandari	21 Golwadi	0.46
17	3856/2023	Poonam W/o Anil Bhandari	21 Golwadi	0.12
			24 Golwadi	0.33
18	3857/2023	Ratnamala W/o Hiralal Bhandari	28 Golwadi	0.44
19	3858/2023	Sangita Manoj Bhandari	24 Golwadi	0.28
			25 Golwadi	0.17

[II] The above-referred lands were purchased by the Petitioners after getting due permission from the Respondent No.7 - Administrator (For short 'the Administrator'). The above-referred lands of the Petitioners were reserved in the Development Plan of Waluj Notified Area (For short 'WNA') for various public purposes. The Respondent No.5 - CIDCO (For short 'the CIDCO') came to be appointed as a Special Planning Authority of WNA by Respondent No.1 - State Government (For short 'the State Government') in the year 1992. The State Government accorded sanction to the Development Plan of WNA as per Section 31 of the Maharashtra Regional and Town Planning Act, 1966 (hereinafter referred to as 'the MRTP Act') vide Notification published in the Official Gazette on 14/08/2001.

[III] The State Government introduced the policy of acquisition by consent i.e. direct purchase by way of Government Resolution dated 12/05/2015, wherein some incentives are offered to the land owners, but their right to file reference for enhancement of compensation is taken away. Pursuant to the said Government Resolution, the CIDCO adopted the policy of acquisition through negotiation. The CIDCO constituted a Committee of nine (09) Members under the Chairmanship of Chief Administrator, New Towns, Aurangabad [CA (NT)]. The Committee was empowered to negotiate with the land owners and fix the rate of compensation, and thereafter, the Administrator was required to execute the Agreements with the land owners on the rates decided by the Committee. The said decision was taken by the Board Resolution dated 15/03/2016.

[IV] The declarations under Section 126(4) of the MRTP Act read with Section 19 of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 (hereinafter referred to as 'the RFCTLARR Act') were published in respect of the lands of the Petitioners bearing Gat

Nos.19, 20, 21, 24, 25, 26, 28 and 29, on 29/12/2016, 04/05/2017 and 13/07/2017, respectively. The Notification for Gat Nos.16, 31, 32, 34, 44, 48 and 49 of Golwadi, admeasuring 1 Hectare 49 R, is not issued.

[V] The CIDCO, vide Board Resolution dated 03/11/2017, amended the earlier Board Resolution and provided for giving 25% additional amount on the compensation determined under the RFCTLARR Act. On 30/01/2018, paper proclamation was issued by the CIDCO calling the land owners, whose lands were under acquisition for WNA, for negotiations. Accordingly, the Petitioners submitted the proposals for acquisition by consent as per the format provided by the CIDCO. The negotiations were held between the Petitioners and Respondent No.6 - Chief Administrator (For short 'the Chief Administrator'). The Petitioners were ready to accept the market value as on the date of the Notification, on the condition, not to apply slabs of ready reckoner guidelines while computing the compensation. The Petitioners were informed that, their demand would be submitted to the Higher Authorities. On 18/04/2018, the CIDCO directed the

Committee headed by the Chief Administrator to proceed with the Consent Agreement only in respect of the land owners, who were ready to accept the market value of land prevailing on the date of Notification under Section 126 of the MRTP Act. However, the CIDCO approved the demand of calculation of compensation amount without applying slabs of ready reckoner guidelines. The Committee prepared revised calculation sheet up to 30/04/2018 and worked out the total amount of compensation at Rs.372.59 Crores on the basis of ready reckoner rates prevailing on the date of publication of notification. In the calculation sheet, the market values of the Petitioners' lands were shown as under :

“[a] For Gat No.26 @ Rs.4400/- per sqr. mtrs.

[b] For Gat Nos. 19, 20, 21, 24, 25, 28 and 29 @
Rs.5600/- per sqr. mtrs.”

[VI] The Chief Administrator received approval of the CIDCO to the proposal. In view of the change of Managing Director of the CIDCO, the Chief Administrator re-submitted the proposal for consent acquisition for Rs.372.59 Crores. On 01/06/2018, the CIDCO accorded sanction for consent acquisition

for Rs.372.59 Crores. On 13/08/2018, the Government issued Circular that, while determining the compensation of land acquisition, the ready reckoner guidelines (slabs) shall not be made applicable. On 02/11/2018, the CIDCO decided to seek approval of the Board of Directors to amend the earlier Board Resolution, which provided for removal of slabs of ready reckoner guidelines while calculating the compensation amount. On 13/12/2018, the Board of Directors passed Board Resolution and gave approval to amend the earlier Board Resolution for calculation of the amount of compensation without applying slabs of ready reckoner guidelines.

[VII] The Petitioners were called for negotiations and they submitted their demand for consent acquisition. Several land owners showed their willingness to accept the rate of market value on the date of Notification as directed by the Board. The offers of the Committee were accepted by the Petitioners on the condition that, the payment of compensation would be made within a period of forty five (45) days from the date of Agreements. On that condition, the component of 12% interest per annum prescribed by

Section 30(3) of the RFCTLARR Act was agreed to be accepted till 28/05/2019. On 04/06/2019, the Agreements were entered into between the CIDCO and the Petitioners, setting out the consent terms for declaration of Consent Award. On the basis of Agreements, the CIDCO took the possession of entire acquired lands from the Petitioners. The CIDCO took the possession of the above-referred Petitioners' lands. The Petitioners and the CIDCO entered into an Agreement for declaration of Consent Award on 04/06/2019 in terms of its policy. The compensation was to be paid within a period of forty five (45) days. The Consent Agreements were placed before the Respondent No.3 - Collector (For short 'the Collector') and Respondent No.4 - Special Land Acquisition Officer (Special Unit) (For short 'the SLAO'). The Petitioners submitted their representations to the Respondents for declaring the Consent Award and disbursement of compensation, however in vain. One of the property holders, similarly placed like the Petitioners, had filed Writ Petition No.10085/2019 before this Court, which came to be disposed off by order dated 13/08/2019.

[VIII] The CIDCO received one letter from the Collector raising certain queries on the methodology to be adopted in passing the Consent Award. The Office of CIDCO at Aurangabad submitted acquisition proceedings of WNA to the Respondent No.5 after raising procedural queries. On 16/09/2019, the State Government directed the Collector to pass the Consent Award in respect of WNA. The said directions of the State Government were forwarded by the CIDCO to the Chief Administrator. The Collector communicated his queries to the State Government and sought guidance on 03/10/2019. The State Government responded to the said queries on 14/10/2019 with directions to pass the Consent Award. The Collector and the SLAO filed Civil Application seeking extension of time to declare the Award in the said disposed off Writ Petition and this Court on 18/10/2019 granted extension of fifteen [15] days for passing the Consent Award.

[IX] On 19/10/2019, the Collector and the SLAO approved the Consent Award of the Petitioners and raised demand of compensation amount to the CIDCO. On 13/11/2019, the

Aurangabad Office of CIDCO submitted the demand to the Respondent No.5 for depositing the amount with the Collector and the SLAO for declaration of Award. On 14/11/2019, Contempt Petition No.807/2019 was filed by the Petitioners in the above said Writ Petition. On 02/12/2019, a letter was issued by the CIDCO to the State Government as well as Inspector General of Registration (For short 'IGR') for verification of ready reckoner rates of the years 2015 to 2017 in respect of village Golwadi. The IGR, Pune responded to the communication and stated that, the contention of the CIDCO in respect of sudden hike in the ready reckoner rates in the year 2016 was incorrect.

[X] In the meeting dated 20/01/2020 of the Committee at Aurangabad, held under the Chairmanship of the Chief Administrator, several queries were raised by the then Managing Director. On 06/02/2020, the State Government communicated the CIDCO that, the report of IGR was realistic. On 03/03/2020, the CIDCO passed Board Resolution No.12310 and decided to withdraw from acquisition in respect of the entire WNA, however, further decided to continue with the land acquisition proceedings in

respect of the lands of which the possession was already taken.

The Chief Administrator issued notices to the land owners, whose lands were taken in possession, to attend a meeting on 23/09/2021, in which, the land owners requested to disburse the amount of compensation. As the compensation was not paid, the Petitioners submitted detailed representations in that regard. The same are not yet decided, and therefore, these Petitions.

4. The Petitions are resisted by Respondent Nos.5 to 7 by filing Affidavit-in-Reply dated 25/07/2022 and Additional Affidavit-in-Reply dated 03/10/2023. It is contended that, the Petitioners are not the original owners of the lands in question and they have purchased the lands after publication of the Development Plan, and therefore, they are not the *bonafide* purchasers. The Petitioners purchased only the piece of land demarcated in the Development Plan for proposed WNA. The State Government in exercise of the powers under Section 40(1B) of the MRTP Act, appointed the CIDCO i.e. Respondent No.5 as a Special Planning Authority to undertake planned and orderly development of WNA. The CIDCO in exercise of the powers under

Section 113 of the MRTP Act, prepared a Draft Development Plan in respect of the said project and published the same on 16/01/1992 and the State Government sanctioned a part of the Draft Development Plan on 14/08/2001. In order to acquire the lands for implementation of WNA, the declarations were issued under Section 126(4) of the MRTP Act read with Section 6 of the Land Acquisition Act, 1894 (hereinafter referred to as 'the L. A. Act'), or Section 19 of the RFCTLARR Act on (a) 17/12/1998, (b) 24/12/1998, (c) 8 declarations dated 21/09/2000, and (d) 02/08/2012. After the said declarations, no proceedings under the L. A. Act took place, except Award No.03/1996. The Board of Directors in its meeting held on 28/08/2013 formulated the policy for acquisition of the land for WNA. The State Government issued a Government Resolution dated 12/05/2015 containing guidelines for acquisition of the lands for any public project by direct purchase from the land owners by paying the compensation, which should be computed as per the provisions of the RFCTLARR Act and in addition to the amount, the land owners be paid a further sum equivalent to 25% of the amount of

compensation worked out under the RFCTLARR Act.

4-(a). The CIDCO, vide communications dated 30/09/2010, 22/02/2017 and 01/06/2017, requested the Collector to take steps for making declarations under Section 126(4) of the MRTP Act read with Section 19 of the RFCTLARR Act for acquiring the subject lands. The Collector and the SLAO, accordingly made declarations dated 29/12/2016, 04/05/2017 and 13/07/2017. The Board of Directors of the CIDCO, vide Board Resolution dated 15/03/2016, resolved to acquire the lands by entering into an Agreement with the land owners. As regards the compensation to be paid, such Agreement be placed before the Collector and the SLAO for passing the Award on the basis of the Agreement. The amount of compensation be worked out on the basis of the RFCTLARR Act. The Committee consisting of the Officers of CIDCO and one representative of the Collector and the SLAO was constituted for determining the amount of compensation and authorised Vice Chairman cum Managing Director of the CIDCO, the Chief Administrator (New Town) and the Administrator of the said project to implement the provisions of the said Resolution.

4-(b). The State Government on 31/05/2017 directed to speed up the pending land acquisition of WNA. The Board of the CIDCO passed Resolution on 03/11/2017 for acquisition of 119.175 Hectare land and worked out the compensation on the basis of the RFCTLARR Act, to pay an amount equivalent to 25% of the compensation computed as per the RFCTLARR Act and the total amount of compensation to be paid to all the land owners of 119.175 Hectares should not exceed Rs.260.45 Crores. The Committee constituted pursuant to the above-referred Board Resolution dated 15/03/2016, in its meeting dated 22/01/2018, decided to issue a public notice inviting the concerned land owners for negotiation and settlement in connection with the acquisition of 119.175 Hectares. The meeting was convened on 28/02/2018 by the said Committee with the land owners. The land owners insisted on compensation at current rates as per the RFCTLARR Act and not at the rates prevailing on the dates of declarations under the L. A. Act. The said demand was not acceptable. The Petitioners in eight [08] Writ Petitions agreed to enter into an Agreement if the factor component of compensation

specified in schedule of the RFCTLARR Act, which is two [02], was applied. The said demand was rejected by the Head Office, except the demand of removal of slab while determining the amount of compensation.

4-(c). The Board, by Resolution dated 13/12/2018, modified the total amount of compensation and fixed the same at Rs.372.59 Crores. The said amount was worked out without following the slab system contained in stamp duty reckoner rates. The compensation amount was computed by applying flat rate. The Collector, by communication dated 08/05/2019 to the Chief Administrator informed that, the CIDCO should enter into Agreement with the land owners and the same should be sent to the SLAO for Consent Awards in terms of the Agreements. The Chief Administrator entered into Agreements on 04/06/2019 with thirty four [34] land owners, and by Agreement dated 14/06/2019, with the remaining land owners. Only seventeen [17] land owners were covered by eight [08] Writ Petitions. The total area covered by the Agreements was only 14.135 Hectare and the total compensation amount agreed upon was Rs.223.74 Crores.

4-(d). The Administrator of the said project, under his covering letter dated 18/06/2019, forwarded the Agreements to the SLAO, with the copies to the Collector and the Chief Administrator. The said Agreements were not sent to the CIDCO at Bombay. The Collector, vide letter dated 30/07/2019 addressed to the SLAO, with a copy to the CIDCO's Office at Aurangabad, raised some queries in the matter. The SLAO, vide letter dated 19/08/2019 addressed to the Chief Administrator, conveyed the Collector's objection to the proposed award. The Chief Administrator addressed a letter in reply to the SLAO dated 19/08/2019 and dealt with the objections of the Collector and requested the SLAO to pass the Award. The SLAO, vide letters dated 19/10/2019 and 30/10/2019 addressed to the CIDCO Office at Aurangabad, requested for deposit of compensation amount payable to the Petitioners in eight [08] Writ Petitions. The Managing Director of CIDCO, Bombay, examined the office noting on 19/11/2019 and remarked "examine and put up".

4-(e). The authorities of CIDCO at Bombay and Aurangabad came to the conclusion that, the action of the Committee of

entering into the Agreements for 14.135 Hectors at the cost of Rs.223.74 Crores was illegal and without approval of the Board of Directors and decided to constitute a Committee of the Chief Vigilance Officer (For short 'CVO') and others to examine exact area required to be acquired and method of acquisition, so that financial loss can be avoided. The Chief Administrator gave his explanation. The CVO submitted its report dated 26/02/2020 by observing that, the Committee of Chief Administrator (New Town) exceeded the financial limits approved by the Board, the Agreements signed by the said Committee were beyond the approval of the Board, only essential area required for infrastructure development should be acquired and remaining area be deleted from the acquisition, remaining area of Nagar II and Nagar IV be de-notified and the economic feasibility of the project should be calculated. On the basis of the said report of CVO, the Board of Directors, by Resolution dated 03/03/2020 resolved as follows:- (i) proposal to request the State Government to de-notify CIDCO from the entire notified area of the said project (ii) the Committee constituted vide Board Resolution dated 15/03/2016 be

dissolved with immediate effect (iii) the acquisition process be stopped / withdrawn immediately (iv) the proposal of not acquiring any new land was approved (v) the proposal not to undertake new infrastructure development work unless it was profitable and file Review Application in disposed off Writ Petition.

4-(f). The Writ Petitions are misconceived and not maintainable. The relief sought in the Petitions is in the realm of private law, and therefore, no Writ be issued under Article 226 of the Constitution of India. The case was not covered by Section 126(1)(a) and the subject matter was covered by Section 126(1)(c) of the MRTP Act. There was no specific directions from the State Government to acquire the lands as contemplated under the L. A. Act and the RFCTLARR Act. The provisions of the L. A. Act were applicable to the acquisition under Section 126 of the MRTP Act, and therefore, the Collector cannot proceed with the acquisition unless an order from the Government is obtained under Section 7 of the L. A. Act.

4-(g). In the Additional Affidavit dated 03/10/2023, it is contended by Respondent Nos.5 to 7 that, acts and actions of

Negotiation Committee in meeting dated 28/05/2019 followed by Consent Agreements were collusive in nature, without due authorization from the Board of Directors of the CIDCO and contrary to the interest of the CIDCO. The WNA does not fall within the ambit of Section 2(2) of the MRTP and consequently, does not fall under Section 26(1)(c) of the MRTP. It is open for the Acquiring Body to withdraw from the acquisition, therefore, the direction prayed in the Petitions does not lie. The Head Office of CIDCO in New Mumbai, and particularly, the Managing Director and Joint Managing Director were not aware of the order dated 13/08/2019 in Writ Petition No.10085/2019 and they became aware of the order only on 13/11/2009, when the question of releasing compensation amount arose. The Negotiation Committee ought to have informed the Board of Director of CIDCO immediately after entering into the Consent Agreements. The Board of Directors never approved those Consent Agreements. Most of the averments in the Additional Affidavit are repetition from the Affidavit of Respondent Nos.5 to 7 under the law.

5. Heard the learned Advocate for the Petitioners and the learned Senior Advocate for contesting Respondent Nos.5 to 7 at length. Perused the papers on record.

6. Almost all the aspects in the matters are undisputed.

Those undisputed aspects are summarized below :

[i] The CIDCO was appointed as the Special Planning Authority for WNA under Section 40 of the MRTP Act. The notified area is divided into four Nagars i.e. Nagar - I, II, III and IV. The Petitioners are the owners of the lands in Nagar - IV at Golwadi Village.

[ii] The Draft Development Plan of WNA came to be published by the CIDCO under Section 26 of the MRTP Act, which was submitted by the State Government for sanction, wherein, it was proposed to acquire lands affected by D.P. Plan by entering into an Agreement, submitting the Agreement to the SLAO for declaring the Consent Award and compulsory acquisition of minimum 25% land of each land holder for infrastructure purpose.

[iii] The State Government accorded sanction to the Development Plan of WNA under Section 31 of the MRTP Act, including Consent Acquisition Policy. The State Government introduced the policy of acquisition by consent i.e. direct purchase and proposed to pay 25% additional compensation and forfeiting the right to seek enhancement of compensation.

[iv] The original owners i.e. vendors of the Petitioners requested for issuance of 'No Objection Certificate' [For short 'NOC'] to sell the subject properties to the Petitioners and the CIDCO issued the NOC to sell the reserved lands on certain conditions. The Petitioners purchased the lands from the original owners.

[v] The Board of Directors of the CIDCO passed the Board Resolution No.11575 for consent acquisition of the lands through negotiations.

[vi] The Declaration under Section 126(4) of the MRTP Act, read with Section 19 of the RFCTLARR Act, were published by the SLAO in respect of 18.96 Hectare of lands out of Nagar- IV,

including the lands of the Petitioners, in the Official Gazette for the acquisition of properties affected by various reservations in the sanctioned Development Plan of WNA. The total notified lands under acquisition of Nagar - II and Nagar - IV to complete the project was 119.175 Hectare.

[vii] Vide Board Resolution No.11953 dated 03/11/2017, the CIDCO amended earlier Board Resolution No.11575 dated 15/03/2016 as per the directions of the State Government and provided for giving 25% additional amount on compensation determined under the RFCTLARR Act. The estimated amount of compensation for 119.175 Hectares was worked out to Rs.260.45 Crores up to 30/06/2017.

[viii] The land owners, whose lands were under acquisition for WNA in Nagar - II and Nagar - IV, were called for negotiations. The negotiations were held between the Land Acquisition Committee and the land owners.

[ix] The Petitioners agreed to accept the market value on the date of notification and not to apply slabs of ready reckoner guidelines while computing the compensation.

[x] The Committee prepared revised calculation sheet without applying the slabs of the ready reckoner guidelines up to 30/04/2018 and the total compensation for 119.175 Hectare land was calculated to Rs.372.59 Crores and forwarded the same to the Head Office of the CIDCO. As per the revised calculation, the total estimated cost of acquisition for the Petitioners' lands was worked out around Rs.200 Crores. The Head Office of the CIDCO approved the said revised calculation.

[xi] The State Government issued Circular for not applying the ready reckoner guidelines (slabs) while determination of compensation amount for the lands under acquisition.

[xii] The Board of Directors gave approval to amend the Board Resolution Nos.11575 and 11953 for calculation of compensation amount without applying slabs of ready reckoner guidelines. The process for consent acquisition was proceeded.

[xiii] The Agreements were entered between the CIDCO and the Petitioners setting out the consent terms for passing the Consent Award.

[xiv] The Consent Agreements were placed before the Collector and the SLAO for passing the Consent Award and making the payment by the CIDCO as per the land acquisition policy and Board Resolution dated 15/03/2016.

[xv] One of the land owners under the acquisition filed representations before the Respondents for passing the Award and disbursement of compensation amount as the same was not declared within forty five [45] days as agreed between the CIDCO and the land owners.

[xvi] As no decision was taken on the representations of the land owners, they filed Writ Petition bearing No.10085/2019 for issuance of direction to pass the Consent Award. The said Writ Petition was disposed off with the direction to the SLAO to pass the Consent Award.

[xvii] The CIDCO received communication from the Collector, raising certain queries regarding the methodology to be adopted in passing the Consent Award.

[xviii] Pursuant to the queries raised by the Collector, the CIDCO [Aurangabad Office of CIDCO] submitted the file to the then Managing Director i.e. Head Office of CIDCO.

[xix] The State Government directed the Collector to pass the Consent Award by communication dated 16/09/2019. The Collector communicated his queries to the State Government and sought guidance.

[xx] The Collector and the SLAO filed Civil Application No.12648 of 2019 seeking extension of time from this Court in the above-referred Writ Petition. This Court granted extension of fifteen days [15] for passing the Consent Award.

[xxi] The State Government responded to the queries raised by the Collector and directed to do the needful and ensure that, the directions of this Court are not breached.

[xxii] The Collector approved the Consent Award, prepared a Draft Award and raised demand of compensation to the CIDCO.

[xxiii] The Aurangabad Office of CIDCO submitted the demand to the Head Office of CIDCO for depositing the compensation amount to Collector for declaration of the Award.

[xxiv] As the directions in the above-referred Writ Petition were not complied, Contempt Petition No.807/2019 came to be filed.

[xxv] The Head Office of CIDCO raised the issue of non-feasibility of acquisition of lands of the Petitioners on account of unprecedented hike in the ready reckoner rates of the year 2016 and the Managing Director of CIDCO issued letter to the State Government as well as IGR for verification of the ready reckoner rates of the year 2017 in respect of village Golwadi.

[xxvi] The IGR submitted a report to the State Government stating that, the ready reckoner rates for the year 2016 were proper and were on the lower side than the valuation rates adopted by the CIDCO, and the ready reckoner rates were finalized after following the due procedure of law.

[xxvii] The Managing Director of the CIDCO questioned the action of the Committee in the process of finalizing the rates.

[xxviii] The CIDCO passed Board Resolution on 03/03/2020 bearing No.12310, resolving to withdraw from acquisition of WNA and further to file Review Application to review the order dated 13/08/2019 passed in Writ Petition No.10085/2019.

[xxix] The said Review Application came to be heard and dismissed / rejected on 02/12/2022.

[xxx] Against the dismissal of the said Review Application, the CIDCO preferred a Special Leave Petition bearing SLP (C) No.D-2174/2023 before the Hon'ble Supreme Court, which came to be dismissed.

7. The learned Senior Advocate for the CIDCO raised the issue of maintainability of these Writ Petitions. It is his contention that, the Agreements between the Petitioners and the CIDCO cannot be enforced in the Writ jurisdiction under Article 226 of the Constitution of India. According to him, the said Agreements

were void and against the interest of CIDCO, as they violate the policy of the State Government and CIDCO.

8. On the point of maintainability, it is the contention of the learned Advocate for the Petitioners that, the acquisition of the Petitioners' lands was based on the declarations issued under Section 126(4) of the MRTP Act read with Section 19 of the RFCTLARR Act. It is further contended that, the CIDCO had entered into the Agreements and placed the same before the Collector for declaration of the Award, and by not paying the compensation, the Petitioners were dispossessed of their lands without authority of law and in violation of Constitutional guarantee under Articles 14, 21 and 300-A of the Constitution of India. The only remedy available was the invocation of jurisdiction of this Court under Article 226 of the Constitution of India. He relied on the Judgment in **ABL International Ltd. and Ors. Vs. Export Credit Guarantee Corporation of India Ltd. and Ors.**; (2004) 3 SCC 553, wherein, after considering various Judgments, it is observed that,

in an appropriate case, the writ court has the jurisdiction to entertain a writ petition involving disputed questions of fact and there is no absolute bar for entertaining a writ petition even if the

same arises out of a contractual obligation and or involves some disputed questions of fact.

9. As seen from the pleadings of both the sides and submissions advanced by both the sides, and as observed above, almost all the factual aspects in the Writ Petitions are not in dispute and are based on the documents. Undisputedly, the Respondents are the State and its instrumentalities. In the above Writ Petition No.10085/2019 [Vijaysingh Vithalsingh Pardeshi And Others Vs. The State of Maharashtra and Others], similar directions were prayed and the Respondents herein were also the Respondents in the said Writ Petition and no such issue of maintainability was raised, as seen from the order dated 13/08/2019, by which, the Writ Petition was disposed off. Thus, in light of this discussion, the contention in respect of maintainability of the Petitions raised by Respondent Nos.5 to 7 is rejected.

10. The main contention of the learned Senior Advocate for the CIDCO is that, the action of the Negotiation Committee in entering into the Consent Agreements is contrary to the Government Resolutions of May and September - 2015 and

September - 2016, read with the Board Resolutions dated 15/03/2016, 03/11/2017 and 13/12/2018, as the Agreement was selective Consent Agreements with twenty [20] land owners for an aggregate area of only 14.135 Hectares of land, instead of entering into the Consent Agreements with all the landowners for the entire area of 119.17 hectares of land. Further, voluntary offer of advance possession of the land was ultra vires and taking such advance possession was beyond the powers of the Committee. He placed reliance on (i) **M/s. JIT Ram Shiv Kumar and Others Vs. State of Haryana and Others; (1981) 1 SCC 11**, (ii) **Shriram R. Deshprabhu Vs. State of Goa; 2022 SCC Online Bom 1295**, (iii) **Nova Ads Vs. Metropolitan Transport Corporation and Others ; (2015) 13 SCC 257**, and (iv) **Rameshwar and Others Vs. State of Haryana and Others; (2018) 6 SCC 215**. On the facts in the cases therein, it has been observed that :

when the Officer of the Government or a public authority acts outside the scope of his or its authority, the plea of promissory estoppel is not available. The Constitution has enacted Article 299 so as to save the Government liability arising out of unauthorized acts of its officers and contracts not duly executed. The doctrine of ultra virus will come into operation and the Government cannot be held bound by the unauthorized acts of its officers. The person dealing with the agent of the Government must be held to have

notice of the limitations of his authority. It would be open to the authority to plead and prove that there were special considerations which necessitated his not being able to comply with his obligations in public interest. If the beneficiaries have benefited from the illegal and ultra virus act of the officers, they cannot insist on retaining such benefits. The public body invested with statutory powers must take care not to exceed or abuse its powers and it must keep within the limits of the authority committed to it, act in good faith and reasonably. The withdrawal from the acquisition [Rameshwar & Ors. Vs. State of Haryana & Ors. (Supra)] was found to have been done for the benefit of builders / private entities and through an unholy nexus between the Government machinery and the builders / private entities and it was held that, when a custodian of power is influenced in its exercise by considerations outside those for promotion of which the power is vested, such exercise is nothing but colourable exercise of power and that power of the State to acquire lands of private persons compulsorily cannot be overstretched to legitimize a patently illegal and fraudulent exercise undertaken to favour certain private persons.

11. To the above contention, the learned Advocate for the Petitioners contended that, the Petitioners were the only persons, who agreed to accept the compensation at the market rates, which were agreed by the Committee as well as the Board and the Committee acquired the land consciously, which were required for development activities, and to avoid the further litigation, the Agreements were entered. The Committee acted well within its powers, and from time to time, the approval was taken from the Board of Directors of the CIDCO.

12. There is no dispute, and it is a matter of record, that the Board of the CIDCO, by Board Resolution in its meeting dated 15/03/2016, appointed the Committee. The said Resolution No.11575 is reproduced below :-

“RESOLUTION NO: 11575

RESOLVED THAT the Board do and hereby accord approval to constitute the Committee comprising of the following:

1	Chief Administrator (New Towns), CIDCO	Chairman
2	Administrator (A’bad/Waluj), CIDCO.	Member Secretary
3	Land Acquisition Officer (Dy. Collector appointed by the Collector)	Member
4	Land Valuation Officer, CIDCO	Member
5	Supt. Engineer (NT), CIDCO	Member
6	Sr. Planner (NT), CIDCO	Member
7	Associate Planner (CIDCO)	Member
8	Sr. Accounts Officer, CIDCO	Member
9	Legal Advisor	Member

"RESOLVED FURTHER THAT, the Terms of Reference (TOR) for the Committee will be as follows:

i. To give recommendation on compensation as per Land Acquisition Act enforceable through negotiations / consent, subject to the condition that such compensation shall not be more than what is permissible under the provisions of Land Acquisition, Rehabilitation & Resettlement Act, 2013 (LARR Act, 2013) or any other Act which is applicable.

ii. To facilitate in getting the consent award passed from Special Land Acquisition Officer/District Collector.

“RESOLVED FURTHER THAT the Administrator will be authorised to enter into Consent Agreement with the land owner on above decided rates by Committee and the Administrator will submit such consent agreement between CIDCO and land owner, to the land acquisition authority and

which in turn will facilitate to pass an award under appropriate Land Acquisition Act or any other Act enforceable.”

“RESOLVED FURTHER THAT the Board do and hereby authorize the VC&MD CA(NT) / Administrator (Waluj) to implement the above Resolutions.”

13. There can be no dispute on the principles laid down in the above-referred Judgments. In the present matters, the documents on record go to show that, the Committee comprised of the high officials of the CIDCO and there was consultation by the Committee with the Head Office of the CIDCO / Managing Director in the matter from time to time. One cannot lose sight of the undisputed aspect that in Review Application No.26/2021 filed in the above Writ Petition No.10085/2019, one of the ground was that, the Chief Administrator and the Officers at Aurangabad had exceeded their powers delegated to them by the board and they acted hand-in-glove in agreeing to pay exorbitant compensation without knowledge and consent of the Head Office, along with other grounds, such as non-maintainability of the Petition and the order in the said Application was obtained in collusion and by practicing fraud. In short, similar challenge was raised. This Court considered the grounds raised in the said Review Application and

dismissed the same by order dated 02/12/2022. It would be apt to reproduce the observations of this Court made in the said order dismissing the Review Application :

“10. We have carefully considered the submissions and perused the papers. At the outset, it is necessary to reiterate that the CIDCO is seeking review of the order passed by this Court solely on the ground of alleged fraud or misrepresentation. It is not seeking to demonstrate any formal defect or error apparent on the face of the record. It is trite that even fraud vitiates everything and apart from the grounds which are normally to be taken note of and empower the Courts to undertake a review, the allegations of fraud or misrepresentation in obtaining the order from the Court is also a well accepted ground to go into and examine all the aspects touching the alleged fraud.

11. As can be discerned, initially the review petition was preferred with the sole allegation that the Chief Administrator at Aurangabad had kept the head office at Mumbai in dark and had connived with the writ petitioners in agreeing to pay exorbitant compensation which was beyond the purview of the powers delegated to him. It is only after the writ petitioners in their reply demonstrated that the decision to arrive at a consent has to be initiated and was accordingly taken by the committee of several officers apart from the Chief Administrator which not only included the officers of CIDCO but even the officers of the State Government of the rank of Deputy Collector and a legal advisor, that the CIDCO has made an attempt to improvise and is seeking to implead these members of the committee by moving civil application no. 2005 of 2021. However, conspicuously, the portion to be added in their respect only seeks to allege that they have acted without any authorization from the board of directors of the CIDCO. Conspicuously, no attempt has been made to attribute any malice on any of the other members of the committee. This very circumstance is clearly indicative of the fact that the allegations regarding fraud which the CIDCO initially made against the Chief Administrator at Aurangabad, have got diluted.

12. We are emboldened to make such observation for one

more reason. According to CIDCO, a committee comprising of vigilance officer and couple of high ranked officials of CIDCO was constituted to undertake an inquiry pursuant to which the committee has taken a decision which is also available on the record. However, conspicuously, that committee in its decision (page 57) though has examined all the aspects, has conspicuously omitted to reach any conclusion regarding the alleged fraud albeit it has expressed some doubt and has also expressed that it would not be viable to acquire the properties at such a huge rate.

13. Again, the committee constituted under resolution no. 11575 of the board of directors dated 15-03-2016 had again convened its meeting on 20-01-2020 and its minutes have been produced on the record (page 206) of the review petition. It is quite conspicuous that the committee seems to have reconsidered all the aspects and has indicated and resolved that the rate agreed by the committee for the consent award was justified. Even the committee went to the extent of examining the resolutions of the board of directors and has laboured to demonstrate that it was clearly within their powers and ambit to reach at the conclusion regarding the rate to be granted in respect of compensation to be paid to the writ petitioners. It is quite pertinent to note that all the members of the committee were present at the meeting and have passed this resolution unanimously. One wonders as to how in view of such state-of-affairs, the CIDCO is still justifying its decision to persist with the review when the same committee which had given consent for passing the consent award, has reconsidered everything and has tried to justify its decision. It cannot be said that it is a matter of fraud much less involving its Chief Administrator at Aurangabad.

14. Interestingly, when we put a query to Mr. Naphade, as to if the CIDCO has taken at any disciplinary proceeding against any of its erring officials, on instructions, he replied in the negative. If on the one hand, the CIDCO is seeking review on the sole ground of its then Chief Administrator having indulged in some misdeeds in enabling the writ petitioners to obtain the order of this Court for passing of consent award, still, it has for last more than 3 years, in spite of having undertaken an independent scrutiny and had constituted the committee but has conspicuously omitted to take any decision commensurate

with its stand of alleged fraud and to proceed against the erring officials. If such is the scenario, the only ground being relied upon by the CIDCO to demonstrate that this Court should undertake a review of its order, falls to the ground.

15. The submission of Mr. Naphade that the writ petition itself was not maintainable, in our considered view, cannot be a ground to exercise the power of review, more so, when admittedly, the order under review was passed on the basis of the concession or on the basis of a mutual understanding regarding passing of the consent award.

16. There is no substance in the review petition. It is dismissed.

17. Civil applications are disposed of.”

15. We find no merit in the contention of the learned Senior Advocate for the CIDCO that, the order passed in the said Review Application will have no bearing on the present dispute, for the reason that, the issue involved in the said Petition and in the present Petitions is similar, and merely because the preliminary inquiry was directed against the Members of the Negotiation Committee regarding entering into the Consent Agreement at much higher rates in relation to the WNA project, cannot lead to take a different view, as taken in the said Writ Petition, as the Committee’s decision resulting in the Consent Agreements were approved by the Board of CIDCO. It is also a matter of record that, after dismissal of the said Review Application, the CIDCO

approached the Hon'ble Supreme Court of India in the above-referred SLP, which came to be disposed off by order dated 27/02/2023, which reads as under :

“ Having heard learned senior counsel for the petitioners, we see no reason to entertain the instant petition(s) taking in view the inordinate delay in filing the petition(s).

The special leave petition(s) is / are, accordingly, disposed of on the ground of delay. ”

16. In light of the above aspects of the matters, the above-referred Judgments would not be of any assistance for the CIDCO. In this backdrop of the matter, the contention that, Consent Agreements were ultra vires, falls down.

17. The another contention raised by the learned Senior Advocate for the CIDCO is that, the Board Resolutions passed by the CIDCO were the policy decision and since the Negotiation Committee without looking into the financial feasibility of the project executed the Consent Agreements and took the advance possession of the land without Board's approval and the economic advisor carried out the exercise to ascertain the project feasibility and concluded that, the project was not financially viable. An independent assessment was done by the experts in the field, and

it was decided to withdraw from the acquisition and de-notify the WNA. In support of the said contention, reliance is placed on the decisions of [i] **SLAO Vs. Godrej Boyce; 1988 (1) SCC 50**, [ii] **Mahal Pictures Private Limited and Another Vs. Union of India and Others; MANU/MH/5714/2024**, and [iii] **Brij Mohan Lal Vs. Union of India and Others; (2012) 6 SCC 502**.

18. The ratio of the aforesaid Judgments, which can be culled out is that, if the Government is reluctant to go ahead with the acquisition in view of genuine difficulties, it can hardly be blamed. The government definitely cannot be compelled to acquire the land, as taking up a particular project will lie in its executive wisdom and no writ of mandamus can be issued directing to acquire the said land. The matters relating to framing and implementation of policy primarily fall in the domain of the Government. The Government enjoys freedom in relation to framing of policies and also the power to change the same and the Courts would decline to exercise the power and judicial review in relation to the policy matters. It is true that, in the matters at hand, the CIDCO has withdrawn from the acquisition. Undisputedly, the

acquisition proceedings for the WNA were undertaken pursuant to the provisions of the MRTP Act. It is also not in dispute that, the possession of the Petitioners' lands have been taken by the CIDCO at the time of entering into the Consent Agreements. The learned Advocate for the Petitioners relied on the Judgments of the Constitution Bench of the Hon'ble Supreme Court of India, in **Girnar Traders Vs. State of Maharashtra and Others; (2011) 3 SCC 1**, wherein, the issue for determination was whether the MRTP Act was a self-contained Code or not, if so, to what effect; and whether, in any event, all the provisions of the L. A. Act, as amended by Central Act 68 of 1984 with emphasis on Section 11-A can be read into the provisions of the MRTP Act. The Constitution Bench held that, the MRTP Act was a Code in itself and while examining the distinctions between the statutory provisions of the L. A Act and the MRTP Act, noted that, under the L. A. Act, the Government can withdraw from acquisition of any land before possession is taken in terms of Section 48 of the Act, whereas, under the MRTP Act, there was no provision empowering the planning authority from de-notifying land from

acquisition, however, in terms of Section 50, it has power to delete from the reservation, designation for an interim draft plan.

19. In the Petitions at hand, admittedly no challenge is raised to the Notification withdrawing from the acquisition. The prayer is for directions to pass the Consent Award and disburse the compensation with interest. The relevant provision of the MRTP Act, around which the issue revolves, is Section 126 of the MRTP Act. The said provision is reproduced below :

“126. Acquisition of land required for public purposes specified in plans ;

(1) When after the publication of a draft regional Plan, a Development or any other plan or town planning scheme, any land is required or reserved for any of the public purposes specified in any plan or scheme under this Act at any time the Planning Authority, Development Authority, or as the case may be, [any Appropriate Authority may, except as otherwise provided in Section 113A] acquire the land, -

(a) by agreement by paying an amount agreed to, or

(b) in lieu of any such amount, by granting the land-owner or the lessee, subject, however, to the lessee-paying the lessor or depositing with the Planning Authority, Development Authority or Appropriate Authority, as the case may be, for payment to the lessor, an amount equivalent to the value of the lessor's interest to be determined by any of the said Authorities concerned on the basis of the principles laid down in the Land Acquisition Act, 1894, Floor Space Index (FSI) or Transferable Development Rights (TDR) against the area of land surrendered free of cost and free from all encumbrances,

and also further additional Floor Space Index or Transferable Development Rights against the development or construction of the amenity on the surrendered land at his cost, as the Final Development Control Regulations prepared in this behalf provide, or

(c) by making an application to the State Government for acquiring such land under the Land Acquisition Act, 1894, and the land (together with the amenity, if any, so developed or constructed) so acquired by agreement or by grant of Floor Space Index or additional Floor Space Index or Transferable Development Rights under this sections or under the Land Acquisition Act, 1894, as the case may be, shall vest absolutely free from all encumbrances in the Planning Authority, Development Authority, or as the case may be, any Appropriate Authority.

(2) On receipt of such application, if the State Government is satisfied that the and specified in the application is needed for the public purpose therein specified, or if the State Government (except in cases falling under Section 49 and except as provided in Section 113A) itself is of opinion that any land included in any such plan is needed for any public purpose, it may make a declaration to that effect in the Official Gazette, in the manner provided in Section 6 of the Land Acquisition Act, 1894, in respect of the said land, The declaration so published shall, notwithstanding anything contained in the said Act, be deemed to be a declaration duly made under the said section:

[Provided that, subject to the provisions of Sub-section

(4), no such declaration shall be made after the expiry of one year from the date of publication of the draft Regional Plan, Development Plan or any other Plan, or Scheme, as the case may be.

(3) On publication of a declaration under the said Section 6, the Collector shall proceed to take order for the acquisition of the land under the said Act; and the provisions of that Act shall apply to the acquisition of the said land with the modification that the market value of the land shall be, -

(i) where the land is to be acquired for the purposes of a new town, the market value prevailing on the date of publication of the notification constituting or declaring the Development Authority for such town;

(ii) where the land is acquired for the purposes of a Special

Planning Authority, the market value prevailing on the date of publication of the notification of the area as an undeveloped area; and

(iii) in any other case the market value on the date of publication of the interim development plan, the draft development plan or the plan for the area or areas for comprehensive development, whichever is earlier, or as the case may be the date of publication of the draft town planning scheme:

Provided that, nothing in this Sub-section shall affect the date for the purpose of determining the market value of land in respect of which proceedings for acquisition commenced before the commencement of the Maharashtra Regional and Town Planning (Second Amendment) Act, 1972:

Provided further that, for the purpose of Clause (ii) of this Sub-section, the market value in respect of land included in any undeveloped area notified under Sub-section (1) of Section 40 prior to the commencement of the Maharashtra Regional and Town Planning (Second Amendment) Act, 1972, shall be the market value prevailing on the date of such commencement.

(4) Notwithstanding anything contained in the proviso to Sub-section (2) and Sub-section (3), if a declaration,] is not made, within the period referred to in Sub-section (2) (or having been made, the aforesaid period expired on the commencement of the Maharashtra Regional and Town Planning [(Amendment) Act, 1993]), the State Government may make a fresh declaration for acquiring the land under the Land of Acquisition Act, 1894, in the manner provided by Sub-sections (2) and (3) of this section, subject to the modification that the market value of the land shall be the market value at the date of declaration in the Official Gazette, made for acquiring the land afresh.”

20. In **Manohar Joshi Vs. State of Maharashtra and**

Others; (2012) 3 SCC 619, relied by the learned Advocate for the

Petitioners, in support of his contention that, on an Application to

the State Government under Section 126(1)(c) of the MRTP Act, the land vests absolutely with the planning authority. The relevant observations made in Paragraph No.119 are reproduced below :

“119. The appellants relied upon the judgment of this Court in *Land Acquisition Officer v. Godrej & Boyce*¹⁵ in support of their contention, that the purpose for acquisition must continue until possession is taken. In that matter this Court held that the title to the land vests in the Government only when the possession is taken. It is, however, material to note that this judgment is concerning Section 16 of the L A Act. As far as this submission is concerned, as held by K. Ramaswamy, J. in *Industrial Development Investment Co. case*¹⁴, one must note that the scheme of the MRTP Act is different from that under the LA Act. In paras 11 and 12 of this judgment in *Industrial Development Investment Co. case*¹⁴ he has specifically held that Section 126(1) of the MRTP Act is a substitute for the notification under Section 4 of the LA Act. A declaration under Section 126(2) is equivalent to a declaration under Section 6 of the LA Act. The objections of the persons concerned are considered before such land gets earmarked for public purpose in the plan. Therefore, there is no need of any enquiry as under Section 5-A of the LA Act. **Section 26(1)(c) specifically states that when an application is made to the State Government for acquiring the land under the LA Act, the land vests absolutely with the Planning Authority.** Therefore, it was held that in the scheme of the MRTP Act, it is not necessary that the original public purpose should continue to exist till the award was made and possession taken.”

21. As noted above, while considering the undisputed aspects, the possession of the Petitioners' lands are taken by the CIDCO. As seen from the documents on record, the acquisition of the subject lands is initiated by making an Application to the

Collector under Section 126(1)(c) of the MRTP Act, and thereafter, CIDCO followed up the matter and deposited 30% of the estimated cost of acquisition with the Collector. Further, the learned Advocate for the Petitioners contended that, the CIDCO's stand that, the State Government has withdrawn from the acquisition by issuing Notification under Section 48 of the L. A. Act, is contrary to its stand taken in one Writ Petition No.6917/2004 filed by the CIDCO before this Court and decided on 06/10/2017, which was the case regarding acquisition initiated under Section 126(4) of the MRTP Act and the land owners approached the State Government under Section 48 of the L. A. Act, for deletion of land from acquisition, which was allowed by the concerned Minister and the said order of Minister was challenged by the CIDCO before this Court in the said Writ Petition. The contention of the CIDCO in the said Writ Petition is reproduced below :

"(29) It is submitted by the Learned Counsel that, the application thus made by respondent No. 7 for deletion of the plot in question from the acquisition itself was not maintainable. He submits that, since the acquisition of the land in question was not under the provisions of the Land Acquisition Act, 1894, the question of applicability of Section 48 of the said Act for deletion of the plot in question from acquisition did not arise. The learned counsel

submits that, though this Court in the order passed in the Writ Petition filed by the respondent No. 7 and several other land owners had made it clear that, the owners could approach the CIDCO or the State Government praying for either concession or deletion of the lands as they continued in possession, would not create any remedy in favour of the respondent No. 7 for invoking Section 48 of the Land Acquisition Act, 1894 which provision is not extended to the acquisitions made under the provision of Section 126 of the said M.R.T.P. Act."

22. After considering the above submissions, this Court observed in Paragraph Nos.91 and 100 as under :

"(91) Insofar as the issue whether Section 48 of the Land Acquisition Act is applicable to the acquisition initiated under the provisions of M.R.T.P. Act or not is concerned, in our view, in view of the principles laid down by the Supreme Court in case of Girnar Traders (3) (supra), in case of Special Land Acquisition Officer, KIADB, Mysore (supra) and Judgment of the Division Bench of this Court in case of Hanumanrao Morbaji Gudadhe (Supra), remedy under Section 48 cannot be attracted in case of acquisition initiated under M.R.T.P. Act. The said application made by respondent No. 7 before respondent No. 2 for seeking deletion of the land from acquisition itself was not maintainable. In our view, the Learned Minister for Revenue and Forest Department had acted without jurisdiction, without authority of law by entertaining the application purported to have been filed by the respondent No.7 under Section 48 of the Land Acquisition Act, 1894.

(100) In our view, the principles of law laid down by the Supreme Court in case of Girnar Traders (3) (supra), in case of Special Land Acquisition Officer, KIADB, Mysore (supra) and Judgment of this Court in case of Hanumanrao Morbaji Gudadhe (supra) squarely apply to the facts of this case. We are respectfully bound by this Judgment. In our view, the application, thus, filed by the respondent No. 7 purportedly under Section 48 of the Land Acquisition Act, 1894 itself was not maintainable and thus, the impugned order passed by the Learned Minister for Revenue & Forest Department was totally without jurisdiction, without authority of law and illegal."

23. In view of the above aspects, the contention of the learned Senior Advocate for the CIDCO that, the Writ Petitions be dismissed, falls down.

24. Further, reliance is placed by the learned Senior Advocate for the CIDCO on (i) **Shree Vinayak Builders and Developers, Nagpur Vs. State of Maharashtra and Others; 2022 SCC Online Bom 1562**, (ii) **Special Land Acquisition Officer, Bombay and Others Vs. M/s Godrej and Boyce; (1988) 1 SCC 50**, (iii) **Mahal Pictures Private Ltd. & Anr. Vs. Union of India in Writ Petition No.2024/2014 decided on 26/08/2024**, (iv) **Rajbir Singh Dalal Vs. Chaudhari Devi Lal University, Sirsa and Another ; (2008) 9 SCC 284**. In the light of the undisputed aspects in the matters and the settled legal position in respect of the acquisition under the MRTP Act, these Judgments are of no assistance to the CIDCO. The facts and circumstances of the present matters materially differ from the facts and circumstances of the said cases.

25. As regards the case of CIDCO that, there was an unprecedented hike in the ready reckoner rates of the Golwadi area, where the subject lands are situated, for the year 2016, undisputedly, the IGR, who was called upon to throw light on the same, had opined that, the read reckoner rates of the year 2016 were realistic and lower than the rates offered by the CIDCO. The said Communication from the IGR is dated 23/12/2019 and is placed at 'Exhibit - N', Pages - 152 to 155 of Writ Petition No.4778/2022.

26. Thus, in the light of the above-referred legal positions, we find merit in the submissions of the learned Advocate for the Petitioners that, the land vests with the CIDCO, and once the land vests, the only course remains to follow is compensating the land owners. As the above-referred provisions of the MRTP Act do not contemplate the hybrid mode or method of acquiring the land, the contention of the learned Senior Advocate for the CIDCO that, the land does not vest as it was hybrid mode of acquisition, has no legal support. The contention that, the Petitioners were not the original land owners and they calculatedly purchased the land to

earn unjust profit, has no substance, as the Petitioners purchased the subject lands from the original owners after obtaining NOC from the CIDCO. The contention of the learned Senior Advocate for the CIDCO that, the possession was not given as contemplated under the applicable statutes and it was pursuant to the Consent Agreement, was an advance and voluntary, and the possession was given to CIDCO, and not to the Collector or the SLAO, and no Award was passed either prior to or post possession being handed over to CIDCO, will not have any bearing for the reason that, there is no dispute on the factual aspects that more than 50% land of the Petitioners governed by the Consent Agreements have been utilized by the CIDCO for erecting infrastructures like Stadium, Roads, and other facilities. Moreover, the said possession was in consonance with the Board Resolution dated 15/03/2016.

27. The amount arrived at after recalculation was also approved by the Board of Directors. True it is that, the amount of compensation agreed between the Petitioners and the Board goes around 200 Crores for 12.05 Hectares of land. In the backdrop of the factual matrix of the matter and legal position, the Petitioners

cannot be deprived of compensation towards acquisition of their lands by the CIDCO. In its Additional Affidavit, the CIDCO has stated that, the CIDCO is the Government Company, which acts through the Board of Directors for its decision, is designated as New Town Development Authority and also being a Special Planning Authority, with a view to make a planned city notified for it, by carving out plots for various purposes (such as Residential, Commercial, Infrastructure, Social amenities etc.) has to allot the plots on lease basis and from the lease premium charge, it recovers amount spent over for acquisition, infrastructural developments, establishment of office and maintenance of office staff etc. This shows that, the CIDCO is also a profit-making entity.

28. In light of the above discussion, the only course open is to issue a Writ of Mandamus to the Respondents to pass the Consent Award and disburse the compensation to the Petitioners as per the Consent Agreement. As the Petitioners are deprived of the compensation after executing the Consent Agreement, we find it appropriate to grant interest @ 6% per annum from the date

of passing Consent Award till the amount is paid. Thus, we proceed to pass the following order :-

ORDER

- [I] The Respondent No.3 - Collector and Respondent No.4 - SLAO are directed to pass the Consent Award pursuant to the Consent Agreements between the Petitioner and the CIDCO, within a period of three [03] months from today.
- [II] The CIDCO is directed to pay the amount of compensation to the Petitioners as per the Consent Award along with interest @ 6% per annum from the date of Consent Award till its realization.
- [III] The Writ Petitions are disposed off accordingly.

[NEERAJ P. DHOTE, J.]

[R. G. AVACHAT, J.]