



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

WRIT PETITION NO.9829 OF 2022

- 1) Shivdatta Arjun Nilkanth,
Age 37 years, Occ. Agri.
R/o Sadola, Tq. Majalgaon,
District Beed
- 2) Sk. Mainuddin Abdul Rahim,
age 75 years, Occ. Agri.
R/o Sadola, Tq. Majalgaon,
District Beed
- 3) Swarupa Datta Solanke,
Age 14 years, minor,
through Guardian,
Datta Madhukar Solanke,
Age 42 years, Occ. Agri.
R/o Sadola, Tq. Majalgaon,
District Beed

... PETITIONERS

VERSUS

- 1) The State of Maharashtra
through its Secretary,
Department of Revenue & Forest,
Mantralaya, Mumbai
- 2) The Divisional Commissioner (R & R),
Aurangabad
- 3) The Collector/ Sp. Land
Acquisition Officer, Beed

- 4) Sub-Divisional Officer/ Land Acquisition Officer,
Majalgaon, Tq. Majalgaon,
District Beed.
- 5) The Executive Engineer
(Acquiring Body)
Nandur Madhameshwar Canal (Kalwa)
Div. II, No.2, Vaijapur,
Head Office at Walmi,
Paithan Road, Aurangabad
At present
The Minor Irrigation Department,
Near Moti Bag, Jalna, Dist. Jalna

... RESPONDENTS

.....
Mrs. Anjali Dube (Bajpai), Advocate for petitioners
Mr. P.K. Lakhotiya, A.G.P. for State
.....

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

DATE : 20th AUGUST, 2025

ORAL JUDGMENT (PER : R.G. AVACHAT, J.):

Heard. This petition, under Article 226 of the Constitution of India, has been filed for the following main reliefs :

- “(C) By allowing this writ petition, the compensation rates as determined by the District Level Compensation Determination Committee, Beed, in its meeting dated

28/12/2016 of land acquired as submerged area of Loni-Savangi High Level Dam, at Sadola, Tq. Majalgaon, Dist. Beed, applying the rates of Jirayat Land to the land of the petitioners, may kindly be quashed and set aside.

- (D) The District Level Compensation Determination Committee, Beed be directed to determine the compensation by applying the rates of perennially irrigated land/ Barmahi Bagayat land to the lands of the petitioners by giving hearing to the petitioners for finally determining the compensation.
- (E) The requiring body/ respondent No.5 be directed to pay the difference amount of compensation determined by the District Level Compensation Determination Committee, Beed, after applying the rates of perennially irrigated land to the lands of the petitioners within the prescribed period.
- (F) The requiring body/ respondent No.5 be directed to pay the amount of interest on the delayed payment of compensation from 28/12/2016 to 25/02/2018 to the petitioners.

2. The petitioners owned agricultural lands in Gut No.49, situated at village Sadola, Taluka Majalgaon, District Beed. The said lands have been acquired for construction of Nandur Madhameshwar Canal. The acquisition proceedings were initiated way back in 2006. The possession of the lands was taken over in the year 2009. The joint measurement of the lands took place in 2012. Till then no award was passed. In the meanwhile, the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and

Resettlement Act, 2013 came into force. The State Government issued a resolution in May 2015, authorising the acquiring body to acquire the land through private negotiations. A District Level Committee was constituted for determination of price of the lands to be acquired. In the case in hand, a meeting of the District Level Committee took place on 14/12/2016. It published the rates at which the lands were proposed to be acquired.

3. The petitioners executed the Sale Deeds on 2/10/2018. They received the entire amount of consideration.

4. After a lapse of four years post execution of the Sale Deeds, the petitioners have approached this Court claiming to have not been paid the consideration amount considering the lands to be perennially irrigated.

5. We have heard the learned Advocate for the petitioners and the learned A.G.P. for the respondents/ State authorities. It was the submission on behalf of the petitioners that the petitioners had all along been claiming their lands to be perennially irrigated. They had even made representation

to the revenue authorities. Pursuant to those representations, the Collector had directed the Sub-Divisional Officer to verify whether the lands acquired were perennially irrigated. The Sub-Divisional Officer, in turn, passed on the directions to the Tahsildar concerned, who in turn, asked his subordinate Talathi to make report in that regard. The Village Talathi, therefore, paid visit to the lands and prepared the panchanama, stating therein the lands to have been perennially irrigated. On receipt of such a report, the Sub-Divisional Officer had made a communication with the Collector about determination of the price, considering the lands to be perennially irrigated.

6. The learned Advocate for the petitioners relied on the judgment of this Court in case of Murlidhar s/o Rama Veer & ors. Vs. The State of Maharashtra & ors. (Writ Petition No.2806/2020, decided on 9/12/2021).

7. So far as regards delay in approaching this Court is concerned, learned Advocate for the petitioners would submit that, the petitioners had made number of representations to the revenue authorities and ultimately, after having the patience to have been run out, approached this Court by filing

this Writ Petition. According to her, the petitioners are poor farmers and illiterate. They were not called upon to have negotiations with them for determination of price of the lands. She, therefore, urged for allowing the Writ Petition with direction to grant the petitioners compensation considering the lands to be perennially irrigated.

8. The learned A.G.P. would, on the other hand, submit that, once the Sale Deeds are executed by the petitioners, nothing remains in the matter. He referred to certain recitals in the Sale Deeds to submit that, the petitioners have consciously executed the same. The petitioners could have executed the sale deed reserving their right to claim enhanced rate/ consideration amount. According to him, the Writ Petition suffers from delay and laches and acquiescence as well. He would further submit that, the petitioners have not come with any case of misrepresentation or fraud indicating the petitioners to have been induced to enter into the sale transaction. He, therefore, ultimately urged for dismissal of the Writ Petition.

9. We have considered the submissions advanced.

Almost all the facts are not in dispute. The petitioners were the owners of the lands in Gut No.49, situated at village Sadola, Taluka Majalgaon, District Beed.

10. The acquisition proceedings for the said lands were initiated way back in 2006. The petitioners handed over possession of the lands in the year 2009. The joint measurement of the lands took place in 2012. The same indicates that the petitioners were very much present when measurement took place. Whatever the scenario of the writ lands was there at the time of joint measurement, the petitioners would have refused to sign the panchanamas regarding the joint measurement and the map drawn pursuant thereto. Needless to mention, the petitioners have executed the sale deed. The sale deed is nothing short of a concluded contract. All the provisions of Section 10 of the Indian Contract Act would come into play with rigour. The petitioners could not be held to have been not in agreement to execute the sale deed for certain quantum of consideration amount. The sale deed was executed way back in October 2018. A copy of the sale deed is on record. Certain recitals therein need to be

reproduced in verbatim below :

"पार्टी क्र. १ व २ यांचा सरळ खरेदी विक्रीचा व्यवहार करून व संपूर्ण बाबीचा विचार करून मौजे सादोळा शिवारातील गट क्र. ४१५ चे एकूण क्षेत्र १ हे. ४.२५ आर पैकी ० हे. ८ आर क्षेत्र व पोट खराबा ० हे. १४ आर असे एकूण ० हे. २२ आर, हे क्षेत्र पार्टी क्र. १ ला पार्टी क्र. २ विकत आहे. या खालील जमिनीची मूळ विक्री किंमत पोट खराबासह रु.११८६५७/- एवढी होत असून जिल्हाधिकारी बीड व जिल्हा समितीने ठरवून दिलेल्या नियमाप्रमाणे एकंदरीत देय होणारी दिलासा रक्कम रु.४७४६२८/- एवढी होत असून एकूण रक्कम रु.५९३२८५/- ही सदरील रक्कम पार्टी क्र.२ ला पार्टी क्र.१ यांच्याकडून एकत्रित धनादेशाद्वारे ज्यामध्ये जमीन, फळझाडे, विहीर, घर, गोठे, पाईपलाईन यांचे मूल्यांकनाप्रमाणे देय होणारी रक्कम त्यावर नियमाप्रमाणे दिलासा व इतर बाबी जी. आर. प्रमाणे विचारात घेऊन येणारी एकूण रक्कम पार्टी क्र.२ ला भरून पावलो आहे. ही किंमत कार्यकारी अभियंता ना.म.का.वि. क्र.२ वैजापूर मु.औरंगाबाद जि. बीड पार्टी क्र.१ हे पार्टी क्र.२ ला देत असून ते पार्टी क्र.२ ला मान्य आहे."

11. It is true that, the petitioners had approached the revenue authorities claiming the land to be perennially irrigated. The revenue authorities, therefore, had called upon the Tahsildar to submit his report. In deference to the directions of the Tahsildar, the Village Talathi paid visit to the land and drew the panchanama dated 31/8/2017. A copy of the panchanama is very much on record. It only recites the land to be "Baarmaahee Bagayat". The Talathi's report is silent to state as to how the land is irrigated. Whether there was source of water in the nature of existence of well therein or

canal or alike. On the other hand, the price of the land was fixed by the Town Planning Officer. Moreover, the 7/12 extract of the land is on record. The same indicates the land to have no source of water to have cash crops or irrigate the same.

12. The facts of the judgment in the case of Murlidhar Rama Veer (supra) are quite different than the facts of the case on hand. In the said case, the authorities concerned had first determined the value of the land, considering it to be perennially irrigated, but granted the rate considering it to be unirrigated land. In the said judgment, it has been observed that the principle of estoppel would not be applicable in view of the facts and circumstances of the case. The petitioners therein had approached this Court within a year of the execution of the sale deed. Whereas the petitioners herein have approached this Court after the period of four years. Reverse is the situation herein. The authorities concerned determined the rate of the land, considering it to be unirrigated. The petitioners accepted the same without any demur. They even executed the sale deed. The recitals in the sale deed indicate the petitioners to have admitted the land to

be unirrigated. The recitals in the sale deed read thus :

"सन २०१८-१९ साली करणे स्थावर शेत मालकाचे विक्री पत्र लिहून देणार पार्टी क्र.२ रा. सादोळा, ता. माजलगाव, जि. बीड विक्रीपत्र लिहून घेणार पार्टी क्र.१ ला विक्रीपत्र लिहून देत आहे. बीड जिल्हा अंतर्गत कचेरीचे कक्षेतील मौजे सादोळा, शिवारातील गट क्रमांक ४१५ मधील एकूण क्षेत्र १ हे. ४.२५ आर पार्टी क्र.२ भोगवटादार वर्ग १ चे ताब्यातील व स्वतःच्या मालकीची शेत जमीन आहे व त्या एकूण क्षेत्राची आकारणी रु.२.५३ पै. एवढी आहे. जमिनीचा प्रकार जिरायत आहे."

13. The petitioners have approached this Court with a view to take advantage of the judgment in the case of Murlidhar Rama Veer (supra). They approached this Court four years after the execution of the sale deed. In our view, the principles of estoppel bar the petitioners to claim the enhanced amount of consideration, since the sale deed was executed knowing fully well the land to be unirrigated. We, therefore, find no merit in the Writ Petition. The same, therefore, deserves to be dismissed. The petition is dismissed. Rule discharged.

(NEERAJ P. DHOTE, J.)

(R.G. AVACHAT, J.)

FMPathan/-