



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH, NAGPUR.

WRIT PETITION NO.2041 OF 2024

PETITIONERS : 1) Yogeshwar S/o Shankar Kaswate,
Aged about- 47 years, Occupation-
R/o-Village Tadali, Taluka-
Chandrapur, District-
Chandrapur-442406.

2) Pramod S/o Shankar Kaswate, Aged
about- 41 years, Occupation-
R/o-Village Tadali, Taluka-
Chandrapur, District-
Chandrapur-442406.

3) Praveen S/o Shankar Kaswate,
Aged about- 37 years, Occupation-
R/o-Village Tadali, Taluka-
Chandrapur, District- Chandrapur-
442406.

..VERSUS..

RESPONDENTS : 1) State of Maharashtra, through the
Collector, Office of District
Collector Chandrapur, District
Chandrapur-442401

2) State of Maharashtra, through the
Sub-Divisional Officer, Office of the
Sub-Divisional Officer, Chandrapur-
442402

3) State of Maharashtra through the
Tahsildar, Tahsil Office,
Chandrapur-442401.

4) State of Maharashtra through the

Naib Tahsildar and Authorized
Officer, Tahsil Office, Chandrapur-
442401

- 5) State Bank of India, through its
Manager, Urjagram, Tadali Branch
(14782), Chandrapur-442406

Mr. S.S. Sanyal, Advocate for the petitioners
Mr. S.M. Ukey, Additional Government Pleader for the respondent Nos.1 to
4/State

**CORAM : ALOK ARADHE C.J. AND
ANIL S. KILOR, J.**

DATE : 27th FEBRUARY, 2025

ORAL JUDGMENT : (PER : CHIEF JUSTICE)

1. Heard.

2. **Rule.** Rule is made returnable forthwith. With consent of
learned counsel for the parties heard finally.

3. In this writ petition, the petitioners, who are the sons of
one late Sagunabai, question the validity of communications
dated 15/06/2023, 25/08/2023 and 20/11/2023 by which the
Sub-Divisional Officer, Chandrapur has asked the petitioners to
deposit the sum of Rs.67,98,675/-, *inter alia*, on the ground that
the aforesaid amount is an excess payment, which has been made

to their mother on account of acquisition of her land.

4. Facts giving rise to filing of this petition in nutshell are that the mother of the petitioners was the owner of the land. The respondents entered into negotiations with her and mother of the petitioners agreed to sell the land for consideration of Rs.74,89,295/-. On receipt of the aforesaid amount of compensation, mother of the petitioners executed a sale-deed in favour of the respondent No.1/Collector, Chandrapur, on 23.08.2019. Thereafter, the Sub-Divisional Officer has issued the aforesaid impugned communications, asking the petitioners to return the amount, which according to the Sub-Divisional Officer, is paid in excess as compensation. Hence, this petition.

5. Learned counsel for the parties jointly submit that the issue involved in the petition is no longer *res integra* and has been answered by Full Bench of Allahabad High Court in ***Satyendra and 2 others Vs. State of U.P. and others*** (Writ-C No.3241 of 2018) decided on 25.05.2023.

6. We have perused the aforesaid Full Bench decision of the Allahabad High Court. Admittedly, the amount of sale

consideration was paid to the mother of the petitioners on the basis of a settlement arrived at between her and the Collector, Chandrapur. On receipt of the amount of sale consideration, as agreed to between the parties, the mother of the petitioners had executed a sale-deed in favour of the Collector, Chandrapur. The amount which was paid to the mother of the petitioners on the basis of an agreement arrived at between her and the Collector, Chandrapur, cannot be recovered from the petitioners on the ground that the same is an excess amount, specially in absence of any statutory provision, apprising such a mode of recovery. It is a trite law that a party must take an action for recovery of amount in consonance with statutory provision. We agree with the view expressed by the Full Bench decision of the Alhabad High Court in *Satyendra and 2 others Vs. State of U.P. and others* (supra). In view of our aforesaid analysis, we pass following order:

- (i) The writ petition is **allowed**.
- (ii) The impugned communications dated 15/06/2023, 25/08/2023 and 20/11/2023 issued by the Sub-Divisional Officer, Chandrapur, are hereby quashed and set aside.

Rule is made absolute in the above terms. No order
as to costs.

(ANIL S. KILOR, J.)

(CHIEF JUSTICE)