



**129 IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

RSA-80-2018

Date of Decision: 13.11.2025

GEETA RANI

....Appellant

Versus

HARYANA URBAN DEVELOPMENT AUTHORITY

...Respondent

CORAM: HON'BLE MR. JUSTICE PARMOD GOYAL

Present: Mr. Kewal, Advocate,
Ms. Saloni Chhabra, Advocate and
Mr. Vikas Sharma, Advocate
for the appellant.

Parmod Goyal, J. (Oral)

Appellant/plaintiff is aggrieved by judgment and decree dated 26.08.2016, passed by learned Civil Judge (Junior Division), Ambala vide which suit for declaration by appellant/plaintiff to be owner in possession of land comprised in Khasra No.11, Kila No.2/1/4 and 2/16 measuring 9 marlas was partly dismissed. It was held that the appellant/plaintiff is owner in possession of only 3 marlas comprised in Khasra No.11, Kila No.2/2/6. Appellant/plaintiff is also aggrieved by judgment and decree dated 01.04.2017, vide which his appeal was also dismissed by Court of learned District Judge, Ambala.

2. In the present case facts are not in dispute. Six marlas land for which declaration and injunction was denied to the appellant/plaintiff in fact was acquired by defendant No.1-Haryana Urban Development Authority



way back in 1988 vide award dated 23.02.1988. It is not in doubt that vide Ex.P4/D5 State Government had issued notification under Section 4 of Land Acquisition Act, 1894 (hereinafter referred to as 'Act') dated 04.03.1983 intending to acquire the suit land. The said notification was followed by another notification dated 27.02.1986 issued under Section 6 of the Act, Ex.P-5/D3. The proceedings initiated under Sections 4 and 6 of the Act culminated vide Award No.13 of 1987 dated 13.02.1988, whereby market value was determined and paid. Vide mutation No.5901 Ex.P-7 land was mutated in the name of Haryana Urban Development Authority, however, 3 marlas out of 9 marlas land which appellant/plaintiff claims to have purchased vide sale deed No.25.07.1986 was not part of notification under Sections 4 and 5 of the Act and award No.13 in 1987. Both the Courts accordingly concluded that since the vendor of appellant/plaintiff had lost his title on account of acquisition of land i.e. 6 marlas land on passing of award dated 23.02.1988, the sale deed qua 6 marlas is not binding upon Haryana Urban Development Authority as the vendor of appellant/plaintiff had no title in the suit land.

3. I do not find any error in the conclusion drawn by the Courts below. Both the Courts have rightly held that vendor of appellant/plaintiff had no title over the suit land for which he could have executed sale deed in favour of present appellant/plaintiff. He lost his title over 6 marlas land on account of acquisition way back in 1988 and execution of sale deed in 1996 after 8 years of acquisition, is a clear case where vendor has concealed the material facts from the present appellant/plaintiff. However, for the fault of



vendor as well as appellant for not checking the details, the defendant/respondent cannot be penalized. Plaintiff had never enquired about title qua 6 marlas land which stood acquired by defendant No.1.

4. The argument raised by learned counsel for the appellant/plaintiff that no mutation was entered in favour of HUDA would not justify his claim over the suit property as mutation is not the document of title. The title vested in HUDA w.e.f. 23.02.1988 when the award was passed, compensation was paid and possession was taken. Therefore, present regular second appeal is without any merit, hence is dismissed.

13.11.2025

chiranjeev

**(PARMOD GOYAL)
JUDGE**

Whether Speaking/Reasoned	:	Yes/No
Whether Reportable	:	Yes/No