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*** IN THE HIGH COURT OF DELHI AT NEW DELHI**

Date of decision: 29th July, 2025

+ W.P.(C) 1744/2016

HIMANSHU GUPTA

....Petitioner

Through: Mr. N.K. Kantawala, Mr. Satyender
Chahar and Mr. A. Nair, Advocates

Versus

UNION OF INDIA & ORS

....Respondents

Through: Mr. Rajesh Kumar, Special Panel
Counsel with Mr. Yash Narain,
Advocate for respondent No.1-UIO

Mr. Sanjay Kumar Pathak, Standing
Counsel with Mrs. K.K. Kiran
Pathak, Mr. Sunil Kumar Jha and Mr.
Divakar Kapil, Advocates for
respondents No.2 & 3

Ms. Deeksha L. Kakar, Ms. Sana
Parveen and Mr. Rashneet Singh,
Advocates for respondent No.4-DDA

+ W.P.(C) 10546/2023

RASESH GUPTA & ANR.

.....Petitioners

Through: Mr. Abhinav S. and Ms. Avsi Malik,
Advocates

versus

UNION OF INDIA & ORS.

.....Respondents

Through: Ms. Kritika Gupta and Mr. Vidushi
Singhania, Advocates for DDA.



CORAM:

HON'BLE MR. JUSTICE NITIN WASUDEO SAMBRE

HON'BLE MR. JUSTICE ANISH DAYAL

JUDGMENT (ORAL)

NITIN WASUDEO SAMBRE, J.

1. By consent, both these petitions are tagged and heard together.
2. For the purpose of convenience, the facts of the Writ Petition (Civil) 10546/2023 titled ***Rajesh Gupta & Anr. Vs. Union of India & Ors.*** are taken into account.
3. The petitioners are claiming to be the owner of the piece of land out of Khasra No.676 min. situated in the revenue estate of Village Malik Pur Kohi, which is otherwise known as Rang Puri, Delhi.
4. According to petitioners, the said land was purchased by them way back in 1983. Respondents issued Section 4 notification for acquisition of the said land under the Land Acquisition Act, 1894 (hereinafter referred to as "*the Act*") to the extent of 3284 bigha on 01st June, 1995. Another notification under Section 4 came to be issued on 27th June, 1996 notifying acquisition of land to the extent of 369 bighas and 1 biswas from the very same village.
5. In both these notifications issued under Section 4 of "*the Act*", the land referred to in both the petitions are included.
6. Subsequent thereto, the notification under Section 5A of the Act came to be issued which further followed with Section 6 notification on 24th June,



1997 and 22nd June, 1999 respectively.

7. It is the case of the petitioners that after the award came to be passed, the respondents have neither paid the compensation nor taken physical possession and as such has sought declaration from this Court that the acquisition is lapsed under Section 24(2) of the Right to Fair Compensation and Transparency in Land, Acquisition, Rehabilitation and Resettlement Act, 2013 (hereinafter referred to as “*the Act of 2013*”).

8. In Writ Petition (Civil) No.10546/2023, the relief claimed is in relation to Section 4 notification dated 27th June, 1996 seeking quashing of the said notification whereas in Writ Petition (Civil) No.1744/2016, the relief claimed is about declaration that the acquisition proceedings to the extent of share of the petitioners measuring 1 bigha and 2 bishwas initiated *vide* Section 4 notification on 27th June, 1996 deemed to have been lapsed.

9. The learned counsel for the petitioners in both these cases have invited our attention to the affidavit of respondent no.4, i.e. the acquiring body viz. Delhi Development Authority dated 13th October, 2017 particularly paragraph 6 so as to claim that the compensation of Rs.13,47,00,000/- was paid to Land and Building Department on 10th October, 1996 and Rs.3,56,35,349/- *vide* cheque dated 07.10.2014.

10. As against above, in the counter affidavit of respondent nos.2 & 3, i.e. the Government of NCT of Delhi and Land Acquisition Collector, it is specifically mentioned that the compensation amount had not been received in the account of Land Acquisition Collector, New Delhi and as such the same could not be paid to the interested persons. As such it is claimed that



admittedly compensation is not paid to petitioners.

11. Drawing support from the judgment of Apex Court in the matter of ***Indore Development Authority vs. Manohar Lal & Ors.: (2020) 8 SCC 129***, particularly paragraphs no. 173 & 174, it is claimed that the petitioners though accepts the contention of respondents that the possession was taken on 31st December, 2013, are entitled for compensation under the Act of 2013.

12. As against above, the learned counsel appearing for the respondents urged that once in the affidavit of respondent no.4, i.e. acquiring body, Delhi Development Authority, it is reflected that the compensation was deposited with the Land and Building Department of Rs.13,47,00,000/- and Rs.3,56,35,349/-, there is sufficient compliance on the part of the respondents thereby discharging their liability about payment of compensation.

13. It is further claimed that the petitions are preferred at much belated stage and in such an eventuality, the petitions in the matter of release of compensation under the new Act is not maintainable.

14. We have considered the rival claims.

15. The fact about the petitioners having lost possession to the respondents is not disputed by the petitioners which is also rightly claimed by the learned counsel appearing for respondent nos.1 to 3. The fact remains that the possession of the land was taken on 31st December, 2013 which is borne out of the record. The said fact can be inferred from the affidavit of respondent nos.2 & 3.



16. As regards the release of compensation in favour of the land owners is concerned, it is for the respondent nos.2, 3 & 4 to demonstrate that the compensation was offered to the petitioners and they have refused to accept the same or else same was paid to the petitioners.

17. Even if the statement made in the affidavit of respondent no.4 that they have deposited the compensation with respondent nos.2 & 3 of Rs.13,47,00,000/- and Rs.3,56,35,349/- on 10th October, 1996 and 07th October, 2014 respectively, is accepted, what is required to be established is that the said amount was towards the payment of compensation to the petitioners and, in fact, such amount was offered. In case if the petitioners refused to accept the same, then only the respondents can claim that acquisition won't lapse as the compensation was offered but was refused or not accepted by the land owner. Similarly, it is for the respondent nos.2 & 3 to demonstrate that such compliance was made at their behest. Rather, a perusal of the affidavit of respondent nos.2 & 3, particularly paragraph 8, reads as under:

“That as regards possession, it is humbly submitted as per the possession proceedings report, possession of the land in question i.e. Khasra No. 676 min (1-02) was taken on 31.12.2013. So far as compensation, is concerned, the compensation amount had not been received in the account of LAC New Delhi District & thus, the compensation amount could not be paid to the interested persons”.

18. The aforesaid stand of the respondent nos. 2 & 3 fortifies the stand taken by the petitioners that neither compensation is paid nor the same was



offered to the petitioners.

19. In such an eventuality, if we consider the mandate provided under sub-section 2 of Section 24 of the Act of 2013, as interpreted by the Apex Court in the matter of **Indore Development Authority (supra)**, we are bound to hold that the petitioners in such an eventuality can claim the compensation under the Act of 2013, however, are not entitled to claim either the quashing of the notification under Section 4 or that of the declaration that the acquisition has lapsed.

20. We are fortified in our view, in view of observation of the Apex Court in the matter of **Indore Development Authority (supra)**, as reflected in paragraphs no.173 & 174 which are as under:

“173. The main question is whether under the scheme of section 24 the proviso is treated as part of Section 24(1)(b) or it is part of the exception carved out in section 24(2) particularly in view of the fact that the word “or” has been interpreted by us as “and”. In that context, when DMRC v. Tarun Pal Singh as well as when the question was considered in DDA v. Virender Lal Bahri, the question did not come up for consideration in any of the matters whether “or” in two negative conditions in Section 24(2) has to be read conjunctively or disjunctively. When we read the word “or” as “and” in the main part of Section 24(2), it is clear that the proviso has to stay as part of section 24(2) where it has been placed by the legislature, and only then it makes sense. If “or” used in between two negative conditions of “possession has not been taken” or “compensation has not been paid”, disjunctively, in that case, the proviso cannot be operative and would become otiose and would



make no sense as part of Section 24(2). In case of amount not having been paid the acquisition has to lapse, though possession (of the land) has been taken, would not be the proper interpretation of the main part as mentioned above, when “or” is read conjunctively, Section 24(2) provided for lapse in a case where possession has not been taken, nor compensation has been paid, in such a case proviso becomes operative in given exigency of not depositing amount with respect to majority of landholdings.

174. A reading of section 24(2) shows that in case possession has been taken even if the compensation has not been paid, the proceedings shall not lapse. In case payment has not been made nor deposited with respect to the majority of the holdings in the accounts of the beneficiaries, then all the beneficiaries specified in the notification under Section 4 of the 1894 Act shall get the enhanced compensation under the provisions of the 2013 Act. Section 24(2) not only deals with failure to take physical possession but also failure to make payment of compensation. If both things have not been done, there is lapse of the acquisition proceeding. But where payment has been made though possession has been taken or payment has been made to some of the persons but not to all, and it has also not been deposited as envisaged in the proviso, in that event all beneficiaries (under the same award) shall get higher compensation. This is because once possession has been taken, there can be no lapse of the proceedings, and higher compensation is intended on failure to deposit the compensation. Once an award has been passed and possession has been taken, there is absolute vesting of the land, as such higher compensation follows under the proviso,



which is beneficial to holders. In a case where both the negative conditions have not been fulfilled, as mentioned in section 24(2), there is a lapse. Thus, the proviso, in our opinion is a wholesome provision and is, in fact, a part of section 24(2); it fits in the context of section 24(2) as deposit is related with the payment of compensation and lapse is provided due to non-payment along with not taking possession for five years or more whereas for non-deposit higher compensation is provided. Thus, when one of the conditions has been satisfied in case payment has been made, or possession has not been taken, there is no lapse of the proceedings as both the negative conditions must co-exist”.

21. Similarly, in paragraphs 366.4 and 366.5 has been observed as under:-

“366.4. The expression "paid" in the main part of Section 24(2) of the 2013 Act does not include a deposit of compensation in court. The consequence of non-deposit is provided in the proviso to Section 24(2) in case it has not been deposited with respect to majority of landholdings then all beneficiaries (landowners) as on the date of notification for land acquisition under Section 4 of the 1894 Act shall be entitled to compensation in accordance with the provisions of the 2013 Act. In case the obligation under Section 31 of the Land Acquisition Act, 1894 has not been fulfilled, interest under Section 34 of the said Act can be granted. Non-deposit of compensation (in court) does not result in the lapse of land acquisition proceedings. In case of non-deposit with respect to the majority of holdings for five years or more, compensation under the 2013 Act has to be paid to the "landowners" as on the date of notification for land acquisition under Section 4 of the 1894 Act.”



366.5. In case a person has been tendered the compensation as provided under Section 31(1) of the 1894 Act, it is not open to him to claim that acquisition has lapsed under Section 24(2) due to non-payment or non-deposit of compensation in court. The obligation to pay is complete by tendering the amount under Section 31(1). The landowners who had refused to accept compensation or who sought reference for higher compensation, cannot claim that the acquisition proceedings had lapsed under Section 24(2) of the 2013 Act.”

22. The abovesaid paragraphs also support the view expressed by this Court, as reflected hereinabove.

23. The perusal of the aforesaid law laid down by the Apex Court has made us to draw an inference that the burden is on the respondents after having taken possession of the land pursuant to the award to demonstrate that they have offered compensation or paid the compensation to the land owner. The aforesaid interpretation is drawn by this Court in the factual matrix of this case particularly when the possession being taken over by the respondents is not disputed and respondent nos.2 & 3 in their affidavit in categorical terms has stated that they have not received the amount of compensation from the acquiring body so as to offer the same to the land owner.

24. Though it is urged by the learned counsel appearing for the respondents that the petitioners have not prayed for grant of compensation under the Act of 2013, such objection, in our opinion, is liable to be rejected for the following reasons:



- i. This Court while exercising writ jurisdiction under Article 226 of the Constitution of India which is a higher prerogative jurisdiction can mould the relief in just and fair manner as the situation demands.
- ii. In case if the main relief claimed in the writ petition cannot be granted, it is always open for this Court to grant ancillary relief, having regard to the existing situation, the factual matrix and the legal provisions.
- iii. The quashing or lapsing of acquisition pursuant to provisions of sub-section 2 of Section 24 of the Act of 2013 is not granted by this Court though prayed, however, the ancillary relief for grant of compensation under the Act of 2013 can always be granted in the factual matrix of the case. In support of the aforesaid observations, reliance can be placed on the judgment of authoritative pronouncement of the Apex Court in the matter of ***B.R. Ramabhadriah Vs. Secretary, Food & Agriculture: (1981) 3 SCC 528***.

25. In that view of the matter, we deem it appropriate to allow both these writ petitions with directions to the respondents to re-assess the amount of compensation payable to the petitioners under all heads under the Right to Fair Compensation and Transparency in Land, Acquisition, Rehabilitation and Resettlement Act, 2013.

26. Let the entire exercise of determining the compensation payable to the petitioners in regard to the land to the extent of the petitioners only acquired by the respondents be completed within a period of six months from today.

27. The writ petitions stand allowed, in the above terms.



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28. A copy of this judgment be uploaded on the website of this Court forthwith.

**NITIN WASUDEO SAMBRE
(JUDGE)**

**ANISH DAYAL
(JUDGE)**

JULY 29, 2025/ab