



(1)

FA-152-2026

IN THE HIGH Court OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

FIRST APPEAL NO. 152 OF 2026

Dhondiba s/o. Baburao Shep
Died through his LRS.

...Appellants

VERSUS

The State of Maharashtra and Ors.

...Respondents

WITH

FIRST APPEAL NO. 2289 OF 2018

Narhari Baburao Shep
(Died) through LRs. And Ors.

...Appellants

VERSUS

The State of Maharashtra and Ors.

...Respondents

WITH

FIRST APPEAL NO. 1845 OF 2018

Vishwanath s/o. Bhaguji Shep
(Died) through LRs. And Ors.

...Appellants

VERSUS

The State of Maharashtra and Ors.

...Respondents

WITH

FIRST APPEAL NO.2288 OF 2018

Pandurang s/o. Ragghunathrao Shep and Ors.

...Appellants

VERSUS

The State of Maharashtra and Ors.

...Respondents

WITH

FIRST APPEAL NO. 2228 OF 2018

Mahadev s/o. Baburao Shep and Ors.

...Appellants

VERSUS

The State of Maharashtra and Ors.

...Respondents

...

Mr. S. R. Shirsath, Advocate for Appellant in FA/152/2026, FA/2228/2018 and FA/1845/2018.

Mr. A. N. Nagargoje h/f Mr. R. K. Shingnapure, Advocate for Appellant in FA/2228/ and FA/2289/2018.

Mr. V. D. Sapkal, Senior Advocate i/by Mr. G. S. Rane, Advocate for Respondent/Acquiring Body.

Mr. D. R. Bhadekar, Advocate for Respondent No.2, 3, 4, 5, 15A to 15C.

Mr. V. V. Bhavthankar, Advocate for Respondent No.4.

Mrs. Kalpalata Patil Bharaswadkar, AGP for Respondent-State.

CORAM

: KISHORE C. SANT &

SUSHIL M. GHODESWAR, JJ.

RESERVED ON

: 12th MARCH 2026.

PRONOUNCED ON

: 7th MAY 2026.

ORDER :- [PER:- KISHORE C. SANT, J.]

1. Heard the parties.

2. All these first appeals are arising out of common Judgment and Award dated 05.10.2017 passed by learned Civil Judge, Senior Division, Ambajogai in Land Acquisition Reference Nos. 129/2007 and 128/2007.

The learned Reference Court, on recording the evidence and hearing the parties, partly allowed the references and granted the rate of Rs.5,000/- per R. including the compensation amount paid earlier with consequential benefits. The appellants/Original claimants have therefore approached this Court seeking further enhancement.

3. For the purpose of convenience, the appellants are called as claimants. Respondent Nos. 1 is the State, Respondent No.2 is the Deputy Collector, Respondent No.3 is the Power Grid Corporation/Acquiring Body, and other Respondents are the original claimants in LAR No.128/2007 and LAR No.129/2007.

4. A notification under Section 4 came to be issued on 12.10.2006. Section 6 proclamation is issued on 17.01.2007. The possession of the land was taken and award was passed on 08.02.2007. Section 12(2) notice served to the original claimants on 07.06.2007. The payment was made on 16.06.2007. The SLAO awarded the amount of compensation Rs. 2,300/- per R.

5. It is the case of the appellants/claimants that they are entitled to get the compensation at the rate of Rs.77,000/- per R. The learned SLAO had awarded the compensation at meager rate, and therefore, they had approached the Collector by filing References. However, the reference Court also failed to appreciate the evidence in its proper perspective and granted meager enhancement. The compensation awarded is thus not just and fair. The Court failed to appreciate that the lands are situated outside Ambajogai city. There are also constructions made in and around the vicinity. The area is well-developed area. The learned Court below has failed to appreciate that the agreement to sale and sale-deed at Exh.120 was for the land with constructions and that the highest exemplar is not considered. The adjacent land survey No.100 is converted long back into non-agricultural land. The Court failed to appreciate these aspects. The other lands in the vicinity are also converted into N.A. land.

6. The learned Advocate Mr. Nagargoje, appearing for Appellant in First Appeal No.2289/2018 and FA/2289/2018, submits that the Court

below ought to have granted the rate as prayed for in the References whereas, the Court has granted only rate of Rs.5,000/-. He relied upon the judgment passed by the learned Civil Judge, Senior Division, Ambajogai in LAR No.130/2007 against which the appeal is filed by Power Grid Corporation. In the said Reference, the rate awarded is Rs.77,000/- per R. wherein the same sale-deed is considered which is considered in the present Reference. The trial Court has committed an error wherein the land with construction was sold for Rs.45 lakhs whereas, the Court has considered the cost of construction to be Rs.40 lakhs and granted compensation by considering the valuation of the land only Rs.5 lakh. In the other reference, the construction was considered only for the land and the rate of Rs.77,000/- per R. was granted. He thus submits that at least the rate of Rs.77,000/- per R. ought to have been granted. The Court also failed to appreciate that the land is having N.A. potential. The adjoining lands are included in the municipal council limits. There are facilities available in the vicinity of Ambajogai like Medical College, Hospital, Engineering College, Educational Institution, Rural Hospital etc. There is also a District and Sessions Court etc. He

thus submits that the said rate ought to have been granted in the present case also. The vendor and purchaser are also examined, who are parties to the sale-deed dated 03.01.2007. He further submits that the reliance placed by the reference Court on the sale deed dated 03.01.2007 is not challenged by the acquiring body and thus the same needs to be considered. The acquiring body has now again raised an objection for relying upon the said sale-deed. The Court has only considered the rate alongwith constructions. Thus, he submits that at-least the compensation of Rs.77,000/- ought to have been granted.

7. Learned Advocate Mr. Shirsath in First Appeal No. 2228/2018 and in First Appeal No. 152/2026 adopted the argument of Mr. Nagargoje, learned Advocate for Appellant.

8. Learned Senior Advocate Mr. Sapkal, appearing for Respondent-Acquiring Body, vehemently opposed the appeals. He submits that the sale-deed dated 03.01.2007 cannot be considered as the said sale-deed is after the date of notification. The agreement to sale, on the basis of which sale-deed is executed, is unregistered agreement and therefore

cannot be relied upon. He invites an attention to Section 34 of the Bombay Stamp Act. It is submitted that though there is no challenge to the conclusion by the Court on the basis of said sale-deed, it is only because the appellant accepted the price granted in the Reference Court. It could not be taken that the evidence is accepted by the acquiring body unless the contents of document are specifically admitted. During the course, it is shown that the some land of Shepwadi village is included in Municipal Corporation area in 2011. It is also seen that the secondary evidence was led before the Court.

9. Learned Advocate Mr. Girish Rane adopted the argument of learned Senior Advocate Mr. Sapkal.

10. Parties have relied upon the following judgments:

(i) *Manohar & Ors. Vs. State of Maharashtra and Ors.*¹

(ii) *Muruganandam Vs. Muniyandi (Died) Through LRs.*²

(iii) *Mahadev Vs. The Asstt. Commissioner/Land*³.

1 AIR 2025 SC 3500

2 AIR online 2025 SC 399

3 2002 (9) SCC 487

11. In the case of *Manohar* (supra), the Hon'ble Apex Court considered that the trial Court has rightly enhanced the compensation by considering the highest exemplar sale-deed after applying appropriate deduction. The trial court's judgment was modified by the High Court. The Hon'ble Apex Court considered that the high Court erred in modifying the rate granted by the trial Court.

12. This Court has heard the appeal filed by acquiring body alongwith these appeals. This Court in the said judgment has already considered the argument of claimant therein. In that judgment, this Court has come to the conclusion that the reference Court has rightly relied upon the sale instance of the land. The sale instance is also relied upon in the group of References in the present appeals. Though the argument advanced is that only the rate is acceptable and therefore, no appeal is filed, this Court finds that the fact remains that the document, once relied upon in the references and not challenged, can certainly be read for the purpose of determining just and fair compensation. This Court in First Appeal No.203/2007 had clearly held that though the sale-deed

was after the date of notification, the agreement to sale was executed prior to notification, and therefore, the same is not considered. In the present case, though the said sale-deed is considered, the Court necessarily has taken the value of the construction to be Rs.40,00,000/- out of the total consideration of Rs.45,00,000/-. The Court ought to have considered that the construction was of the land for the purpose of development of the land. The developer had purchased the land by paying consideration for the land only, it has come on record that the developer has made some construction like site office. The said construction is only for the purpose of develop and not for sale. In such circumstances, it can not be said that the cost was towards construction. The learned trial Court therefore committed a mistake in the present case by considering the construction amount as part of the consideration and very meager amount is considered towards land. This Court has already taken a view in the appeal No.203/2007. In view of judgment in the case of *Manohar* (supra) after applying some deduction, it is held that the value would be Rs.57,750/- per R. which would be fair and adequate compensation for this land.

13. This Court thus finds that the appeal deserves to be partly allowed by modifying the award holding proper rate to be Rs.57,750/- per R. alongwith statutory benefits. The award stands modified to the extent above. The amount of compensation be paid within a period of six months from today with all statutory benefits.

14. With these, First Appeals stand disposed off. No order as to costs.

[SUSHIL M. GHODESWAR, J.]

[KISHORE C. SANT, J.]

D.A.ETHAPE