



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

**REVIEW APPLICATION NO. 30 OF 2026
WITH
CIVIL APPLICATION NO. 1927 OF 2026
IN
FIRST APPEAL NO. 3336 OF 2021**

Dattatraya Jaydeo Desale .. Applicant

Versus

The Executive Engineer, Hatnur Project
Chopada, Now Office at L.T.P.D. Amalner
and others .. Respondents

Shri Pratik Bhosale, Advocate h/f Shri Vinayak Dahihande,
Advocate for the Applicant through V/C.
Shri S. S. Chillarge, Advocate for the Respondent No. 1.
Shri B. R. Warma, Advocate for the Respondent Nos. 4 to 8.

CORAM : SHAILESH P. BRAHME, J.

CLOSED FOR ORDER ON : 08.05.2026
ORDER PRONOUNCED ON : 09.06.2026

FINAL ORDER :

. Heard both sides.

2. The judgment and order dated 05.02.2026 is sought to be recalled.

3. Learned counsel Mr. Pratik Bhosale holding for Mr. Vinayak Dahihande, learned advocate for the applicant submits

that the entitlement of the applicant in pursuance of consent decree dated 29.09.2016 passed in Spl. C. S. No. 24 of 2016 has not been taken into account. This Court totally ignored Civil Application No. 539 of 2026 and the prayers made therein. The direction to disburse the amount as per entitlement is an error on the face of record, which is likely to cause prejudice to the applicant. The apportionment and right under the registered agreement dated 27.01.2024 is suppressed by the respondents, which is good ground for review. The respondent Nos. 4 to 8 are not entitled to receive the amount with accrued interest lying in this Court, which could not be brought to the notice of this Court.

4. Per contra, learned counsel Mr. B. R. Warama appearing for the respondent Nos. 4 to 8 submits that no submissions were advanced by the present applicant when matter was decided. Applicant was neither owner, nor the claimant before the Reference Court. The agreement dated 27.01.2014 is unenforceable. His claim of 50% of the share in the compensation for the trees was not accepted when previous orders of disbursement were passed on 04.07.2022 and 24.03.2025. No case is made out to entertain the review application.

5. Mr. Chillarge, learned advocate for the acquiring body submits that the documents filed along with review application were not before the Reference Tribunal. The entire claim for

compensation of pomegranate trees is misconceived.

6. Applicant had filed Civil Application No. 539 of 2016, which was disposed of along with first appeal by judgment under review. Applicant did not bring to the notice of this Court his independent entitlement based on decree passed in Spl. C. S. No. 24 of 2016 or registered agreement dated 27.01.2014. He was party respondent No. 6 in the first appeal, but no submissions were advanced when judgment under review was passed.

7. The respondent Nos. 4 to 8 are the owners of the land which was acquired. Applicant was expert in orchard plantation. He had entered into registered agreement with the respondents-owners on 27.01.2014. It was agreed between them that he was to get 50% of the profits from orchard or compensation in case of acquisition. He had filed Spl. C. S. No. 24 of 2016. A settlement was arrived at banking on registered agreement. A consent decree was passed on 14.09.2016 acknowledging the apportionment as per agreement dated 27.01.2014.

8. In the first appeal acquiring body had deposited in aggregate Rs. 1,00,00,000/- by different installments. By the interim order, this Court permitted applicant to receive Rs. 10,00,000/- and balance Rs. 15,00,000/- to the respondents – owners out of first installment of Rs. 25,00,000/-. At the time of disbursement of second installment of Rs. 50,00,000/-, applicant was disbursed Rs. 22,00,000/- and the respondents – owners were

disbursed Rs. 28,00,000/-. Now the controversy cropped up when balance amount of Rs. 25,000/- is directed to be disbursed as per the entitlement by the judgment under review.

9. The parties have rival claims for sharing of the compensation towards pomegranate trees. On one hand registered agreement executed between the parties on 27.01.2014 and consent decree in Spl. C. S. No. 24 of 2016 would indicate entitlement of the applicant. On the other hand inaction or silence on the part of the applicant while disbursing amounts to the parties would estop the applicant from claiming 50% of the share. Before the Reference Tribunal, applicant did not raise his entitlement. He failed to agitate his entitlement when judgment under review was decided.

10. It is informed by the parties that the claimants are entitled to receive compensation of Rs. 1,63,90,483/- with interest and statutory benefits towards pomegranate trees. Out of that Rs. 75,00,000/- are already disbursed as referred above. The amount of Rs. 25,00,000/- with accrued interest would be disbursed as per the judgment under review. The balance outstandings would be secured by the claimants from the acquiring body directly or through execution. The parties can agitate their entitlement while securing the balance outstandings.

11. Learned counsel Mr. Warma has relied on the judgment of the Supreme Court in the matter of Meera Sahni Vs. Lt. Governor of

Delhi and others reported in *(2008) 9 SCC 177* to buttress that any transfer of interest without securing requisite permission of the competent authority under the acquisition act would be void. It would be open for the parties to agitate their submissions and the claim while receiving balance outstanding. The rival claims of the entitlement are contentious issues which need to be addressed separately.

12. The submissions of the acquiring body cannot be entertained as that is outside of the purview of review jurisdiction.

13. During the course of arguments, the learned counsels for the contesting parties have expressed readiness to accept disbursement of Rs. 10,00,000/- with proportionate accrued interest to the applicant and Rs. 15,00,000/- with proportionate accrued interest to the respondent Nos. 4 to 8. I don not find any substance in the grounds of review made by the applicants. However, a clarification is necessary to the extent of disbursement of the amount and the consensus referred above.

14. Review application is partly allowed and the judgment under review shall stand confirmed by deleting clause (ii) of the operative part and incorporating following clauses :

(ii) (a) Office shall disburse Rs. 10,00,000/- (Rs. Ten Lakhs only) with proportionate interest to the applicant

and Rs. 15,00,000/- (Rs. Fifteen Lakhs only) with proportionate interest to respondent Nos. 4 to 8.

(ii) (b) The contesting private parties shall be at liberty to agitate their grievance or claim regarding entitlement to share the compensation for trees by resorting to the remedy as is permissible in law.

15. The review application stands disposed of. The civil application for stay also stands disposed of.

[SHAILESH P. BRAHME J.]

16. After pronouncement of the order, learned counsel for the respondent Nos. 4 to 8 Mr. Warma points out that already verification of documents has been undertaken by the learned Registrar (Judicial) for disbursement of the amount and the same may not be repeated.

17. To avoid hardship the verification of the documents, which is done already need not be repeated. The disbursement of the amount shall be made as per the directions stated above.

[SHAILESH P. BRAHME J.]

bsb/June 26