



RFA No.7762 of 2013 (O&M) with other connected cases

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

142

1.

RFA No.7762 of 2013 (O&M) with
Cross-Objection No.98-CI of 2018 (O&M)
along with other connected cases

Date of Decision: 27.01.2026

**THE GREATER MOHALI AREA DEVELOPMENT AUTHORITY, SAS
NAGAR (MOHALI)Appellant**

Vs

BALDEV SINGH (DECEASED) TH. HIS LRS AND ORS. .Respondent(s)

CORAM: *HON'BLE MR. JUSTICE HARKESH MANUJA*

Present: Mr. R.S. Khosla, Sr. Advocate with
Mr. Yogender Verma, Advocate
Mr. Ashish Kumar, Advocate for
Mr. G.S. Wasu, Advocate
Mr. Aman Sharma, Advocate
Mr. Vivek Dahiya, Advocate
for the appellant(s)/GMADA.

Mr. Gunjan Mehta, Addl. A.G., Punjab.

Mr. G.S. Punia, Sr. Advocate with
Ms. Harveen Kaur, Advocate
Mr. P.S. Guliani, Advocate
Mr. Naresh Kaushal, Advocate
Mr. Nitish Kaushal, Advocate
Mr. J.K. Singla, Advocate
Mr. Jatinder Singh, Advocate and
Mr. R.S. Athwal, Advocate
for the cross-objector(s)/landowner(s)/respondent(s).

HARKESH MANUJA, J. (Oral)

[1]. Vide this common order, a bunch of 42 Regular First Appeals along with Cross-objections, details of which are given in the footnote of this judgment, are being decided as all the cases have arisen out of common acquisition/Award



involving identical facts and question of law. For the sake of brevity, facts are being taken from RFA No.7762 of 2013 and Cross-Objection No.98-CI of 2018.

[2]. By way of present appeal(s), challenge has been laid to the Award dated 22.07.2013 passed by the learned Addl. District Judge, SAS Nagar (Mohali) (hereinafter to be referred as the ‘Reference Court’).

[3]. Briefly stating, in the present case(s), land measuring 56.87 acres situated within the revenue estate of villages Mullanpur Garib Dass, Ferozepur, Parol, Hoshiapur and Majra, was acquired vide Notifications dated 20.02.2009 and 10.08.2009 issued under Sections 4 & 6 of the Land Acquisition Act, 1894 (for short the ‘1894 Act’) respectively for the public purpose, namely for construction of road from Mullanpur Garib Dass to Kurali-Siswan T-Junction. An Award under Section 11 of the 1894 Act was passed by the Land Acquisition Collector (for short ‘the LAC’) on 31.03.2010, thereby determining the market value of the acquired land as under:-

<u>“Village(s)”</u>	<u>Compensation</u>
Mullanpur Garib Dass	Rs.1,45,00,000/-per acre
Ferozepur and Parol	Rs.1,31,00,000/- per acre
Hoshiarpur	Rs.1,35,00,000/- per acre
Majra	Rs.1,29,00,000/- per acre

The compensation amount included all other statutory benefits/interest available to the landowners under the 1894 Act.

[4]. Aggrieved thereof, the appellant(s)-landowner(s) from the revenue estates of villages Mullanpur Garib Dass, Ferozepur and Parol invoked Reference under Section 18 of the 1894 Act, which came to be partly allowed by the learned Reference Court vide its award dated 22.07.2013, granting them enhanced



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compensation at uniform rate of Rs.2,32,00,000/- per acre besides awarding all other statutory benefits/interest in their favour under the 1894 Act.

Dis-satisfied with the decision of the learned Reference Court, the present appeals were preferred at the instance of appellant(s)/GMADA as well as landowner(s). Whereas, cross-objections were filed by some of the respondents/landowners.

[5]. Impugning the aforesaid Award, learned Senior counsel for the appellant(s)/GMADA submits that the learned Reference Court went wrong having relied upon the sale deed dated 14.12.2007 (Ex.P-1) vide which 23 Kanals of land situated in the revenue estate of village Parol was alienated @ Rs.2,88,00,000/- per acre especially when the said purchase was made by some private developer; M/s D.V.M Realtors Pvt. Ltd., and not by an individual. He thus, submits that such sale deed was not to be taken into account as genuine and *bona fide* sale transaction for the purpose of determination of market value of the acquired land.

[5.1]. Learned Senior counsel also submits that the learned Reference Court committed illegality while rejecting all the 14 sale instances Ex.R-1 to Ex.R-14 which were produced by the appellant(s) merely for the reason that those alienations were made at the price which was less than the market value assessed by the Land Acquisition Collector.

[5.3]. Learned Senior counsel by relying upon the sale deeds Annexures A-3 to A-15, produced as additional evidence in terms of order dated 05.05.2025, submits that the sale consideration reflected therein for the relevant period was ranging between Rs.9,22,509/- to Rs.59,96,120/- per acre. He thus, submits that the abovementioned sale instances were required to be taken into account as the land parcel under majority of such sale deeds was either part of the acquired land



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(Annexures A-13 to A-15) or located in the close vicinity thereof. Learned Senior counsel also points out that the sale instances Annexures A-9 to A-11, A-12, A-14 and A-15 were all related to the revenue estate of village Mullanpur Garib Dass and the alienations were made in favour of Vintage Heights Estate and Hotels Pvt. Ltd., and especially vide Annexure A-11 the alienation made by landowner namely Sushil Kumar to Vintage Heights Estate and Hotels Pvt. Ltd., even formed part of the present acquisition itself. Thus, as per the aforementioned sale deeds, the landowners were already awarded significantly higher compensation as compared to the rates which were prevailing around the vicinity of acquired land, thus the Award passed by the learned Reference Court called for no interference.

[6]. On the other hand, learned Senior counsel appearing on behalf of the respondents-landowners submits that the sale deed dated 14.12.2007 (Ex.P.1) pertained to the revenue estate of village Parol itself. He points out that vide sale deed Ex.P-1, 23 Kanals of land was sold for Rs.2,88,00,000/- per acre. He thus submits that the sale exemplar which fetched the highest sale price only was required to be taken into consideration for the purposes of determination of market value of the acquired land especially when part of acquired land also comprised of the same revenue estate of village Parol. Learned Senior counsel further points out that while taking into account the location and potential advantage attached to the land under acquisition, the learned Reference Court was even required to apply an appreciation @ 15% per annum over the sale price per acre derived from the sale deed dated 14.12.2007 (Ex.P-1) for the time gap between the date of sale i.e. 14.12.2007 till the date of Notification issued under Section 4 of the 1894 Act, in the present case(s) i.e. 20.02.2009, and accordingly the market value was required to be enhanced in favour of the respondent(s)-landowner(s).

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[6.1]. Learned Senior counsel representing the landowners further submits that vide sale deed dated 09.07.2008 (Ex.P-2), 4 *biswas* and 8 *bighas* of land falling in the revenue estate of village Mullanpur Garib Dass was sold for Rs.2,72,72,727/- per acre. While referring to the contents of the sale deed, learned Senior counsel submits that the land sold therein comprised of *Killa* No.2217 which even formed part of acquired land as per the notification under Section 4 of the 1894 Act in the case in hand and thus, could also be relied upon for determining the market value.

[6.2]. Learned Senior counsel also points out that firstly the learned Reference Court went wrong having taken the average of the sale price derived from the two sale instances Ex.P-1 and Ex.P-2 and further it also went wrong having applied deduction of 25% towards development cost(s) which was not to be made applicable in the fact and circumstances of the case as the acquisition was carried out for the purposes of widening of already existing road only and the appellants were not required to spend towards providing of any additional infrastructural amenities to the area.

[7]. I have heard learned counsel for the parties and gone through the paper book as well as records of the case(s). I am unable to find substance in the submissions made on behalf of the appellant(s)/GMADA.

[7.1]. Before proceeding further, it may be relevant to take note of the location and potential of the acquired land. As per the site plan proved on record as Ex.P-1 (in Land Reference No.RT-80/2011/2012, titled as '*Harvinder Singh and others vs. State of Punjab and others*'), the acquired land forming part of the revenue estate of village Mullanpur Garib Dass abuts and adjoins the boundary of the fully developed Urban Territory, Chandigarh. Even RW-1 Ashok Kumar,



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Kanungo, office of Land Acquisition Collector, Department of Urban Development, GMADA, S.A.S Nagar (Mohali) while appearing as witness in LR No.RT-87/2011/2012, titled as ‘*Baldev Singh and others vs. State of Punjab and another*’ in his cross-examination went on to admit that many colonizers have developed colonies around the acquired land. Cross-examination of RW-1, being relevant in this regard is reproduced hereunder:-

“It is correct that the claimants of these land references have not given any affidavit to the department to the effect that they will not file any petition under Section 18 of the Act and they received the compensation at the rate of Rs.,122,72,727/- per acre under protest. Many colonizers have developed the colonies around the acquired land. It is wrong to suggest that the claimants have been awarded lesser amount of compensation. It is correct that this Court has awarded Rs.2.32 crore per acre for the land acquired in this very village regarding the same award No.was 507. It is wrong to suggest that at the time of notification under Section 4 of the Act, the market price of the land in the village was Rs.10 crores per acre. It is incorrect that I am deposing falsely. It is wrong to suggest that the acquired land is urban land. It can not say whether the acquired area has been declared as green belt and no construction can be carried out. It is wrong to suggest that the land of the claimants have been bifurcated and not useful for agricultural purposes. It is correct that the acquired land is approximately 8 Km from Botanical gardens and 10 Kms from PGI and Punjab University. It do not know if there exist ITFI College Hoshiarpur. I do not know if there is a factory premises of Hindustan Livers Limited about 2 Kms away from the acquired land.

RA&AC
23.09.2013

Sd/-
(Manjot Kaur)
ADJ/Mohali”

Based on the above evidence and the other relevant material available on record, the learned Reference Court went to record the following findings about location and potential advantage of the acquired land:-



“Although vide award No.507 dated 31.03.2010 Ex.R31, Collector has granted different rates for the land situated in village Mullanpur Garibdas on one side and village Parol and Ferozepur Bangar on the other side yet his court is of the opinion that the potential value of the land falling in all the three villages is almost similar. As per evidence brought on file, different companies namely Omaxe and DLF have acquired land in village Mullanpur as well as Ferozepur wherein extensive residential colonies are being developed up. Moreover, now on account of non-availability of residential land in beautiful city Chandigarh, for the purpose of development projects land is being acquired towards village Mullanpur, Ferzoepur and Parol. For the said purpose, this court would award compensation at the same rte to these three villages.”

No contrary evidence has been referred to by the learned Senior counsel appearing on behalf of the appellants before this Court to take any contrary view on the aspect of its location and potential attached to the acquired land towards its residential and commercial value, the above mentioned finding is, therefore, upheld.

[8]. As per records, the land forming part of five revenue estate of villages Mullanpur Garib Dass, Ferozepur, Parol, Hoshiarpur and Majra was acquired for the public purpose, namely for construction/widening of a road from Mullanpur Garib Dass to Kurali-Siswan T-Junction. Before proceeding further, it may be relevant to provide the details of the sale deeds produced by the respective parties in a tabulate form.

Sale Deeds produced by the respondent(s)/landowner(s)

Sr. No.	Document	Vasika No. & Date	Area sold	Consideration (in Rs.)	Rate per acre	Village
1	Ex.P-1	2054 dated 14.12.2007	23K-0M	8,40,60,000/-	2,88,00,000/-	Parol
2	Ex.P-2	1220 dated 09.07.2008	4B-08B	2,50,00,000/-	2,72,72,727/-	Mullanpur Garib Dass



Sale Deeds produced by the appellant(s)/GMADA

Sr. No.	Document	Vasika No. & Date	Area sold	Consideration (in Rs.)	Rate per acre	Village
1	Ex.R-1	3810 dated 06.03.2009	1B-7 2/3B	4,50,000/-	15,61,444/-	Mullanpur Garib Dass
2	Ex.R-2	1374 dated 20.07.2009	0K-19M	4,50,000/-	37,89,473/-	Ferozepur Bangar
3	Ex.R-3	3839 dated 09.03.2009	0K-10½M	5,00,000/-	76,19,047/-	Hoshiarpur
4	Ex.R-4	219 dated 04.05.2009	1B-6 1/2B	5,55,000/-	20,10,566/-	Mullanpur Garib Dass
5	Ex.R-5	837 dated 17.07.2009	0K-3M	60,000/-	32,00,000/-	Parol
6	Ex.R-6	99 dated 17.04.2009	1B-8B	4,40,000/-	15,08,571/-	Mullanpur Garib Dass
7	Ex.R-7	3107 dated 31.12.2008	0K-12 1/2M	2,50,000/-	32,00,000/-	Rana Gobindgarh
8	Ex.R-8	3714 dated 27.02.2009	1-K-2M	4,50,000/-	32,72,727/-	Majra
9	Ex.R-9	1047 dated 03.08.2009	5K-16M	6,00,000/-	8,27,586/-	Majra
10	Ex.R-10	98 dated 17.04.2009	0B-12B	7,00,000/-	56,00,000/-	Mullanpur Garib Dass
11	Ex.R-11	3915 dated 18.03.2009	0K-4 1/4M	90,000/-	33,88,235/-	Parol
12	Ex.R-12	287 dated 08.05.2009	1K-9M	5,80,000/-	32,00,000/-	Ferozepur Bangar
13	Ex.R-13	912 dated 22.07.2009	0K-5.5M	1,10,000/-	32,00,000/-	Hoshiarpur
14	Ex.R-14	924 dated 22.07.2009	3K-10M	3,00,000/-	6,85,714/-	Parol



Sade Deeds produced by the appellant(s)/GMADA by way of additional evidence before this Court in terms of order dated 05.05.2025.

Annexure	Type of Document	Date
Annexure A-3	Sale Deed	04.04.2008
Annexure A-4	Sale Deed	28.11.2008
Annexure A-5	Sale Deed	08.12.2008
Annexure A-6	Sale Deed	02.02.2009
Annexure A-7	Sale Deed	24.10.2008
Annexure A-8	Sale Deed	04.02.2009
Annexure A-9	Sale Deed	21.05.2008
Annexure A-10	Sale Deed	28.05.2008
Annexure A-11	Sale Deed	25.06.2008
Annexure A-12	Sale Deed	16.07.2008
Annexure A-13	Sale Deed	18.08.2008
Annexure A-14	Sale Deed	10.09.2008
Annexure A-15	Sale Deed	06.10.2008

[9]. In the humble opinion of this Court, no merit can be found with the submissions made on behalf of the appellant(s) that the sale deed dated 14.12.2007 (Ex.P-1), vide which 23 Kanals of land forming part of revenue estate of village Parol was sold @ Rs.2,88,00,000/- per acre in favour of M/s D.V.M. Realtors Pvt. Ltd., was not to be relied upon. In fact, no evidence at all has been referred to by the learned Senior counsel representing the appellant to question the *bona fide* of the sale price depicted in the said sale deed dated 14.12.2007 (Ex.P-1), so as to establish that the same was got executed by the landowners just for the purposes of getting higher market value. Furthermore, the argument that the land has been purchased by a Realtor, therefore, the same cannot be considered for the purposes of determination of market value against the acquired land, fails to persuade this Court, especially when the Realtor being a willing vendee is ready to part with sale consideration as agreed to between the parties. It may also be noticed

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here that the appellant-authority itself has permitted the private colonizers to develop this area as commercial and residential after purchasing the land from the farmers-landowners.

[10]. It may also be noticed here that as per the details of sale deeds provided in the preceding part of the decision, the sale instances Ex.R-1 to Ex.R-6 and Ex.R-8 to Ex.R-14 pertained to the period which was post notification under Section 4 of the 1894 Act and, thus could not be relied upon in the given facts. Further, the sale instance Ex.R-7 dated 29.12.2008 related to the revenue estate of village Rana Gobindgarh, which did not form part of the acquired land and, thus has got no material relevance while assessing the market value of the acquired land in the present case.

[11]. With respect to the sale deeds Annexure A-3 to Annexures A-15 which were permitted to be taken on record as additional evidence vide order dated 05.05.2025, in the humble opinion of this Court, even those have got no material relevance for adjudication of the appeal(s) in hand. A perusal of the said sale deeds shows that the sale price per acre for these sale instances forming part of revenue estates of villages Majra, Hoshiarpur, Ferozepur Bangar and Mullanpur Garib Dass for the period 2008-2009 ranges between Rs.9,22,509/- to Rs.59,96,120/- which is less than even half of the amount awarded by the Land Acquisition Collector vide its award dated 31.03.2010. Further, a perusal of the proceedings of meeting of the District Land Price Fixation Committee held on 19.10.2009 (Annexure A-1 part of additional evidence led by the appellant) shows that the primary rates for the five revenue estates forming part of the acquired land as recommended was to the following effect:-



<u>Village(s)</u>	<u>Recommended Rate/ per acre</u>
Mullanpur Garib Dass	Rs.95,00,000/-
Ferozepur Bangar	Rs.87,00,000/-
Padol	Rs.87,00,000/-
Bhadojian	Rs.90,00,000/-
Hoshiarpur	Rs.89,00,000/-
Majra	Rs.85,00,000/-

[12]. As per records, the proceedings of the District Land Price Fixation Committee were attended by the revenue officers from District SAS Nagar (Mohali). The said meeting was even attended by the Additional Chief Administrator, GMADA being representative of the Chief Administrator, GMADA and the recommendations were made on the basis of information and reports collected from the concerned SDM, Kharar, Naib Tehsildar/Joint Sub-Registrar, Majri as well as Tehsildar, Kharar. In such circumstances, once the recommendations made by the District Land Price Fixation Committee headed by the Deputy Commissioner, S.A.S. Nagar (Mohali) having collected the relevant data from the revenue estates and the price recommended was almost double than that of the price reflected in the sale instances Ex.A-3 to Ex.A-15, such sale instances produced by the appellant/Authority by way of additional evidence could not be treated to be *bona fide* and genuine sale transactions as reflecting the representative market price of the acquired land in the present case(s).

[13]. Further, as per the evidence produced on record by way of additional evidence in the shape of Annexure A-16 (Site Plan), the revenue estate of village Mullanpur Garib Dass abuts the revenue estate of Union Territory of Chandigarh. Also, revenue estate of village Mullanpur Garib Dass abuts revenue estate of



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village Ferozepur Bangar on one side which in turn lies along the revenue estate of village Parol. The revenue estate of village Hoshiarpur abuts to the revenue estate of village Parol and thereafter the revenue estate of village Majra comes as we go away from the U.T., Chandigarh towards Kurali-Siswan T-Junction. The aforementioned site plan further shows that the five revenue estates of villages Mullanpur Garib Dass, Ferozepur Bangar, Parol, Hoshiarpur and Majri are all abutting, adjoining and contiguous. In fact, the revenue estates of villages Mullanpur Garib Dass, Ferozepur Bangar and Parol on one side form a contiguous unit whereas the revenue estate of village Hoshiarpur and Majra are located just opposite the already existing *rasta*. It may also be noticed here that as per the aforementioned site plan (Annexure A-16), revenue estate of village Parol is surrounded and located exactly in the middle of the aforementioned five revenue estates.

[14]. In such circumstances, the sale deed dated 14.12.2007 (Ex.P-1) vide which 23 Kanals of land forming part of the revenue estate of village Parol was sold @ Rs.2,88,00,000/- per acre, carrying the highest sale price per acre needs to be taken into account for the purposes of determination of market value of the acquired land, especially, in the wake of law laid down by the Hon'ble Apex Court in the case of *Horrmal Vs. State of Haryana*, reported as '2024(4) R.C.R. (Civil) 758', as per which the highest valued sale exemplar needs to be relied upon while assessing the market value in compulsory land acquisition cases. Relevant paragraph Nos.27 and 28 from *Horrmal's* case (supra) are extracted hereunder:-

“27. In the instant case, there are multiple sale deeds of smaller plots, and these represent the best available evidence for estimating compensation. Since there is no legal impediment to considering such sale deeds, the logical progression in the compensation estimation process would be to identify the most suitable sale deed(s) for determining the market value and



*subsequently, to apply adequate deductions on the same. The solution to this state of flux may thus be found in the case of **Mehrawal Khewaji Trust v. State of Punjab, (2012) 5 SCC 432** where this Court laid down as follows:*

"....It is clear that when there are several exemplars with reference to similar lands, it is the general rule that the highest of the exemplars, if it is satisfied that it is a bona fide transaction, has to be considered and accepted. When the land is being compulsorily taken away from a person, he is entitled to the highest value which similar land in the locality is shown to have fetched in a bona fide transaction entered into between a willing purchaser and a willing seller near about the time of the acquisition."

28. *This view has been reiterated in **Sh. Himmat Singh v. State of M.P., (2013) 16 SCC 392** where a three-judge bench of this Court consolidated various precedents to affirm that in circumstances where there are multiple sale deeds available for consideration, the Court shall rely on the highest valued exemplars unless the prices fall within a narrow range, in which case calculating an average of the values therein may be more congruous."*

[15]. In view of the aforementioned findings with respect to the locational and potential advantage attached to the land under acquisition having gone unrebutted and uncontroverted for not filing any cross-appeal or cross-objections by the appellant-authority, rather than applying the principle of average of the sale price mentioned in the sale exemplars/sale deeds (Ex.P-1 and Ex.P-2) produced by the respondents/landowners, it was more appropriate for the learned Reference Court to have taken into account the highest of the sale exemplars pertaining to the same revenue estate of village Parol. More particularly, when the average sale price needs to be applied only in cases when there are several sale instances of similar land whose price ranges in a narrow bandwidth. Reference in this regard can be made to the decision rendered by the Hon'ble Apex Court in case of



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Mehrawal Khewaji Trust (Regd.) Faridkot and others Vs. State of Punjab and others, 2012(2) R.C.R. (Civil) 893. Paragraph No.15 thereof is extracted hereunder:-

“15. It is clear that when there are several exemplars with reference to similar lands, it is the general rule that the highest of the exemplars, if it is satisfied, that it is a bonafide transaction has to be considered and accepted. When the land is being compulsorily taken away from a person, he is entitled to the highest value which similar land in the locality is shown to have fetched in a bona fide transaction entered into between a willing purchaser and a willing seller near about the time of the acquisition. In our view, it seems to be only fair that where sale deeds pertaining to different transactions are relied on behalf of the Government, the transaction representing the highest value should be preferred to the rest unless there are strong circumstances justifying a different course. It is not desirable to take an average of various sale deeds placed before the authority/court for fixing fair compensation.”

Similarly Para No.46 from the case of *Manohar and others vs. The State of Maharashtra and others, 2025 INSC 900* being extracted hereunder:-

“46. It was sought to be contended by the learned counsel for the Respondent No. 3 (MIDC) that the Reference Court has rightly used the principle of averaging of sale price of sale exemplars at Sr. No. 1, 2, 3 and 5 for determination of market value of acquired land. However, it is clear from a reading of paragraph 20 of the judgment of this Court in the case of Anjani Molu Dessai (supra) that the legal position is that even where there are several exemplars with reference to similar lands, usually the highest of the exemplars, which is a bonafide transaction will be considered. Further, only where there are several sales of similar lands whose prices range in a narrow bandwidth, the average thereof can be taken, as representing the market price. The said position of law was reiterated in the judgment of this Court in the cases of Mehrawal Khewaji Trust (supra) and Mohammad Yusuf (supra).”



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[16]. Taking into account the fact that the sale deed (Ex.P-1) is dated 14.12.2007, whereas the acquisition in the present case(s) was commenced vide notification dated 20.02.2009; for the time gap of around 14 months between the date of sale deed (Ex.P-1) and the date of issuance of notification under Section 4 of the 1894 Act in the case(s) in hand, an appreciation @ 15% per annum needs to be awarded over the base price per acre derived from the same; which thus comes to Rs.3,38,40,000/-per acre in favour of the respondent(s)/cross-objector(s)/landowner(s) especially when the acquired land, geographically, is located within the close proximity of Union Territory of Chandigarh. From the site plan proved on record as Ex.P-1 in Land Reference No.RT-80/2011/2012, it has been established that the revenue estate of village Mullanpur Garib Dass abuts the outer limits of Union Territory. Furthermore, as per the said records of Land Reference No.RT-80/2011/2012, titled as '*Harvinder Singh and others vs. State of Punjab and others*', RW-1 Ashok Kumar, Kanungo, office of LAC, Department of Urban Development, GMADA, S.A.S. Nagar (Mohali) went on to depose that many colonizers have developed colonies around the acquired land. Moreover, with respect to the benefit of appreciation @ 15% for the time gap between the date of sale exemplar Ex.P-1 and the Notification under Section 4 of the 1894 Act, reliance can be placed upon the case of *Krishi Utpadan Mandi Samiti Sahaswan Dist. Badaun Thr. Its Secretary vs. Bipin Kumar & Another, Etc, 2004 (2) SCC 283*. Relevant paragraph No.8 in this regard is reproduced hereunder:-

"8. However there is evidence of high potentiality. The increase of 15% given by the High Court cannot therefore be said to be unreasonable. Of course, the 15% increase has to be on Rs.15.40 which is the figure shown in the sale deed. It cannot be on Rs.120 as wrongly taken by the High Court. The High Court also erred in considering only three years increase whereas



in fact there is four years difference between the respondent's sale deed and the acquisition proceedings. Thus taking an increase of 60% over the price of Rs.15.40 per sq. yard the value comes to Rs.24.64 per sq. yard. We accordingly set aside the order of the Reference Court and the High Court and fix value at the rate of Rs.24.64 per sq. yard. The respondent will also to be entitled to solatium and other statutory benefits under the Land Acquisition Act, 1894."

[17]. Further, the learned Reference Court went wrong having applied cut @ 25% towards development cost(s). In the given facts, since the acquisition has been carried out for the public purpose, namely for the construction of a road from Mullanpur Garib Dass to Kurali-Siswan T-Junction and the appellant(s) did not suffer any loss towards optimum utilization of the area acquired and also did not incur expenditure towards providing of additional infrastructural amenities, no cut towards development costs needs to be imposed. Moreover, no cut is required to be imposed in this case towards smallness of land parcel forming part of Ex.P-1 dated 14.12.2007, the same measuring 23 Kanals.

[18]. Accordingly, the market value for the land under acquisition is re-assessed @ Rs.3,38,40,000/-per acre. In addition, the landowners shall also be entitled for award of all statutory benefits and interest as provided under the provisions of the 1894 Act (amended upto date). The landowners shall also be entitled for solatium @ 30% besides award of interest thereupon.

[19]. Consequently, in view of the discussion made herein above, the appeals preferred at the instance of appellants-GMADA are hereby dismissed and the appeals as well as cross-objections filed by the landowners are partly allowed in the aforesaid terms.

[20]. Wherever the landowner(s) has/have unfortunately expired in the appeal(s)/cross-objection(s) after filing thereof and the legal heirs have not been



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impleaded, they shall be at liberty to seek execution of the present decision by moving appropriate application(s) before the learned Executing Court.

[21]. All pending application(s), if any, shall also stand disposed of.

(HARKESH MANUJA)
JUDGE

January 27, 2026
Atik

Whether speaking/reasoned Yes/No
Whether reportable Yes/No

Sr. No.	Case Number	Sr. No.	Case Number
1	RFA No.7763 of 2013 with Cross-Objection No.88 of 2023 (O&M)	23	RFA No.7785 of 2013 with Cross-Objection No.3 of 2022 (O&M)
2	RFA No.7764 of 2013 with Cross-Objection No.26 of 2019 (O&M)	24	RFA No.7786 of 2013 with Cross-Objection No.87 of 2023 (O&M)
3	RFA No.7765 of 2013 with Cross-Objection No.9 of 2019 (O&M)	25	RFA No.7787 of 2013 with Cross-Objection No.8 of 2019 (O&M)
4	RFA No.7766 of 2013	26	RFA No.7788 of 2013 with Cross-Objection No.49 of 2021 (O&M)
5	RFA No.7767 of 2013	27	RFA No.7789 of 2013
6	RFA No.7768 of 2013 with Cross-Objection No.39 of 2021 (O&M)	28	RFA No.7790 of 2013 with Cross-Objection No.10 of 2019 (O&M)
7	RFA No.7769 of 2013 with Cross-Objection No.65-CI of 2018 (O&M)	29	RFA No.7791 of 2013 with Cross-Objection No.15 of 2019 (O&M), Cross-Objection No.12 of 2019 (O&M) & Cross-Objection No.34 of 2024 (O&M)
8	RFA No.7770 of 2013 with Cross-Objection No.97-CI of 2018 (O&M)	30	RFA No.7792 of 2013
9	RFA No.7771 of 2013	31	RFA No.7793 of 2013
10	RFA No.7772 of 2013	32	RFA No.5418 of 2014
11	RFA No.7773 of 2013	33	RFA No.5419 of 2014
12	RFA No.7774 of 2013 with Cross-Objection No.130 of 2019 (O&M)	34	RFA No.5420 of 2014
13	RFA No.7775 of 2013	35	RFA No.201 of 2014
14	RFA No.7776 of 2013 with Cross-Objection No.28 of 2019 (O&M)	36	RFA No.8986 of 2014
15	RFA No.7777 of 2013	37	RFA No.367 of 2017



RFA No.7762 of 2013 (O&M) with other connected cases

16	RFA No.7778 of 2013 with Cross-Objection No.26 of 2021 (O&M)	38	RFA No.2039 of 2017
17	RFA No.7779 of 2013 With Cross-Objection No.84 of 2023 (O&M)	39	RFA No.7936 of 2014
18	RFA No.7780 of 2013 with Cross-Objection No.37-CI of 2018 (O&M)	40	RFA No.7937 of 2014
19	RFA No.7781 of 2013 with Cross-Objection No.11 of 2019 (O&M)	41	RFA No.3047 of 2017 with Cross-Objection No.7 of 2022 (O&M)
20	RFA No.7782 of 2013		
21	RFA No.7783 of 2013		
22	RFA No.7784 of 2013 with Cross-Objection No.36 of 2021 (O&M)		

January 27, 2026
Atik

(HARKESH MANUJA)
JUDGE