IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

141
1. RFA No.1172 of 2017 (O&M) &
Cross-Objection No.75 of 2021
with other connected cases
Date of Decision: 25.02.2026

GREATER MOHALI AREA DEVELOPMENT AUTHORITY (GMADA),
THROUGH ITS ESTATE OFFICER ......Appellant(s)

Vs

JASVIR SINGH DHALIWAL AND ORS. ...Respondent(s)

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

Present: Mr. Vinod Ghai, Sr. Advocate with
Mr. V.G. Jauhar, Advocate
Mr. Arnav Ghai, Advocate
Mr. R.S. Bagga, Advocate
Mr. Gagandeep Singh Wasu, Advocate
for the appellant(s)/GMADA.

Mr. Naresh Kaushal, Advocate
Mr. Nitish Kaushal, Advocate
Mr. B.S. Jaswal, Advocate
Mr. G.S. Jaswal, Advocate
Capt. Arun Sharma, Advocate with
Mr. Gurjeet Singh, Advocate
Ms. Surbhi Rana, Advocate for
Mr. P.S. Saini, Advocate
Col. Kulwant Singh, in-person (landowner)
for the respondent(s)/landowner(s).

Mr. Karunesh Kaushal, Asstt. A.G., Punjab.

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HARKESH MANUJA, J. (Oral)

[1]. Vide this common order, a bunch of 155 Regular First Appeals, details of which are given in the footnote of this judgment, are being decided as all the appeals 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.1172 of 2017.**

[2]. By way of present appeal(s), challenge has been laid to the Award dated 29.10.2016 passed by the learned Addl. District Judge, S.A.S. Nagar (Mohali) (hereinafter to be referred as the 'Reference Court').

[3]. Briefly stating, in the present case(s), land measuring 133.4248 acres situated within the revenue estates of villages Boothgarh, Kartarpur, Kansala, Rani Majra, Saini Majra, Ghandauli, Bansepur, Togan and Teera, District S.A.S. Nagar (Mohali) came to be acquired vide Notifications dated 17.05.2013 and 10.09.2013 issued under Sections 4 & 6 of the Land Acquisition Act, 1894 (for short the '1894 Act') respectively for the public purpose, namely, "*for the construction of PR-4 60 mtrs. wide road as per Master Plan from village Boothgarh to Togan*". Award under Section 11 of the 1894 Act was passed by the Land Acquisition Collector (for short 'the LAC') on 30.12.2013, thereby determining the market value of the acquired land @ Rs.1,36,00,000/- per acre besides award of all other statutory benefits and interests provided under the 1894 Act.

[4]. Dis-satisfied with the Award passed by the learned Land Acquisition Collector, respondent(s)-landowner(s) invoked Reference under Section 18 of the 1894 Act, which came to be partly allowed by the learned Reference Court vide its decision dated 29.10.2006, while granting enhanced compensation @ Rs.3,50,32,000/- per acre besides awarding all other statutory benefits/interest in their favour under the 1894 Act. Aggrieved thereof, the present appeals were preferred at the instance of appellant(s)/GMADA as well as respondent(s)/ landowner(s).

CONTENTION(S):

ON BEHALF OF THE APPELLANT(S)-GMADA:-

[5]. Impugning the aforesaid Award, learned Senior counsel representing the appellant(s)/GMADA submits that the learned Reference Court went wrong having placed reliance upon the previous Award dated 22.07.2013 (Ex.P-6) which pertained to the determination of market price qua the acquisition carried out in terms of Notification dated 20.02.2009 issued under Section 4 of the 1894 Act, wherein the land forming part of the five revenue estates of villages namely Mullanpur Garibdass, Ferozepur, Parol, Hoshiarpur and Majra were involved. Learned Senior counsel specifically points out that no part of the revenue estates of any of the above mentioned villages, was acquired/involved in the case(s) in hand for the public purpose, namely, *"for the construction of PR-4 60 mtrs. wide road as per Master Plan from village Bhootgarh to Togan"* vide notification dated 17.05.2013 issued under Section 4 of the 1894.

[5.1]. Learned Senior counsel thus submits that in the present case(s), acquisition was carried out for the revenue estates of 09 different villages namely, Boothgarh, Kartarpur, Kansala, Rani Majra, Saini Majra, Ghadoli, Bansepur, Teera and Togan therefore, the determination made by the learned Reference Court in terms of Award dated 22.07.2013 (Ex.P-6) which related to five different revenue estates was liable to be ignored especially when the independent evidence in the form of sale instances forming part of the revenue estates involved in the present acquisition were available on record.

[5.2]. Learned Senior counsel further submits that from the record, it was traceable that revenue estates of five villages which were involved in the previous acquisition commenced vide notification under Section 4 of the 1894 Act issued on 20.02.2009 were not abutting or adjoining the revenue estate of 09 villages involved in the present acquisition and, thus the determination made by the learned Reference Court was required to be re-assessed/set aside in the wake of evidence and the material available on record in the present case alone.

[5.3]. Learned Senior counsel further submits that the learned Reference Court went wrong having discarded the sale instances produced on record by the appellant-authority according to which the market value of the acquired land ranged between Rs.54 lakhs per acre to Rs.80 lakhs per acre, whereas significantly higher compensation already stands awarded to the respondent(s)/landowner(s) by the Land Acquisition Collector, as such the impugned award was liable to be set aside and that of the LAC was to be restored.

[5.4]. Learned Senior counsel also points out that out of the five sale deeds produced on record by the respondent(s)/landowner(s), two sale deeds Ex.P-1 dated 14.12.2007 and Ex.P-2 dated 17.12.2007, pertained to the revenue estate of Village Parol, which was not part of the present acquisition and, thus were liable to be ignored. He also submits that the sale deeds Ex.P-3 dated 06.12.2011 and Ex.P-5 dated 05.06.2012 pertained to small parcels of land and therefore, were not to be relied upon and at best, the sale deed which was required to be taken into consideration was Ex.P-4 dated 05.01.2012 pertaining to 6 Kanals 15¼ Marlas relating to the revenue estate of village Teera with base price of Rs.2,70,00,000/- per acre.

ON BEHALF OF THE RESPONDENT(S)-LANDOWNER(S):-

[6]. On the other hand, learned counsel representing the respondent(s)/landowner(s) submits that out of five sale deeds produced and proved on record, the sale deed dated 14.12.2007 (Ex.P-1) measuring 23 Kanals 07 Marlas of land pertaining to the revenue estate of village Parol with base price of Rs.2,88,00,000/- per acre was the best sale exemplar and the market value was thus rightly assessed by the learned Reference Court on the basis of previous Award dated 22.07.2013 (Ex.P-6) passed in LAC-RT 87 dated 25.05.2011. He thus submits that the decision dated 27.01.2026 passed in ***RFA No.7762 of 2013 (O&M) with other connected cases*** titled '***The Greater Mohali Area Development Authority, S.A.S. Nagar (Mohali) vs. Baldev Singh (Deceased) through His LRs. and Ors.***', vide which the determination made in the previous Award dated 22.07.2013 (Ex.P-6) was re-assessed by this Court from Rs.2,32,00,000/- per acre to Rs.3,38,40,000/-per acre, was required to be relied upon along with appreciation @ 15% per annum for the time gap between the two notifications i.e. from 20.02.2009 to 17.05.2013.

[6.1] Learned counsel contends that the sale instances produced by the appellant-authority were rightly rejected by the learned Reference Court; the same being of lesser value than that assessed by the LAC and as such the Award passed by the learned Reference Court, needs to be modified.

[7]. Learned counsel for the respondent (s)/landowner(s) further submits that in the alternative, the learned Reference Court could have placed reliance upon the sale deed dated 06.12.2011 (Ex.P-3) which pertained to the revenue estate of village Rani Majra relating to 1 Kanal 5-5/3 marlas of land, against the sale price

of Rs.4,10,00,000/- per acre. Learned counsel submits that by applying appreciation @ 15% per annum over the base price for the time gap between the said sale instance and the date of notification under Section 4 of the 1894 Act in the case(s) in hand, the market value was required to be re-assessed.

No other argument has been advanced by learned counsel for the respondent(s)/landowner(s).

DISCUSSION AND REASONING: -

[8]. I have heard learned counsel for the parties and gone through the paper book as well as records of the case(s). I find substance in the submissions made on behalf of the respondent(s)/landowner(s).

[9]. A perusal of the record shows that the land in the case(s) in hand has been acquired vide Notification dated 17.05.2013 under Section 4 of the 1894 Act for the public purpose, namely, "*for the construction of PR-4 60 mtrs. wide road as per Master Plan from village Boothgarh to Togan*" in 09 villages namely, Boothgarh, Kartarpur, Kansala, Rani Majra, Saini Majra, Ghadoli, Bansepur, Teera and Togan. Simultaneously, vide notifications dated 17.05.2013 issued under Section 4 of the 1894 Act, the land parcels forming part of villages Hoshiapur, Majra and Takipur were also sought to be acquired for the public purpose namely, "*for setting up Residential Urban Estate Phase-II in the area of Mullanpur, Tehsil Kharar, District S.A.S. Nagar (Mohali)*". For convenience, a comparative chart of the minimum details pertaining to the two acquisitions are given below:-

	Previous Acquisition	Present Acquisition
Section 4	17.05.2013	17.05.2013
Section 6	10.09.2013	10.09.2013
Revenue Estates of villages involved	Hoshiarpur, Majra and Takipur	Boothgarh, Kartarpur, Kansala, Rani Majra, Saini Majra, Ghadoli, Bansepur,

		Teera and Togan
Award passed by the LAC	Rs.1,36,00,000/- per acre vide Award dated 30.12.2013	Rs.1,36,00,000/- per acre vide Award dated 30.12.2013
Award passed by the Reference Court	At uniform rate of Rs.3,86,86,925/- per acre vide Award dated 14.02.2017	At uniform rate of Rs.3,50,32,000/- per acre vide Award dated 29.10.2006
Determination by this Court in RFA No.3096 of 2017 (O&M) with Cross-Objection No.116-CI of 2017	Vide decision dated 18.02.2026, landowners were awarded uniform market value @ Rs.4,15,59,750/- per acre.	Sub-*judice* in present Appeals-Cross-objections.

[9.1]. The above chart clearly reflects that in both the acquisitions, the notifications under Sections 4 and 6 of the Act were dated 17.05.2013 and 10.09.2013 respectively, with the same market value been assessed @ Rs.1,36,00,000/- per acre vide two separate Awards of the even date by the LAC. The LAC Award in the present case(s) was based on the decision made by the Divisional Level Price Fixation Committee, headed by the Deputy Commissioner, SAS Nagar. The report dated 07.10.2013 by the Divisional Level Price Fixation Committee has been proved on record as Exhibit R-42 in Land Reference No. 81 of 2015 with leading case titled as ***Harjit Singh vs State of Punjab.***

[9.2]. A perusal of Ex.R-42 shows that while setting up the base rate for all kinds of land acquired in respect of 09 villages namely, Boothgarh, Kartarpur, Kansala, Rani Majra, Saini Majra, Ghandauli, Bansepur, Togan and Teera, the Committee considered the prevalent Collector rate, *Chhant* rate, market value and all other aspects including the maximum basic rate of land to be acquired for other projects in the same area during that year, which was fixed @ Rs.1.36 crore per acre on 09.09.2013. Since the present acquisition fell in the same area, the

Committee was of the view that uniform rate was to be maintained. The relevant extract thereof is reproduced hereunder:-

> *"The Committee heard the views of members present, perused records and considered from every aspect regarding fixation of rates. The points which emerged are shown as follows:-*
>
> *1. That the Land Acquisition Officer, GMADA, stated that basic rate of land of every kind for the area of village Mullanpur Garibdas, Ratwara, Ferozepur Bangar and Bhadounjian to be acquired for Urban Estate, Mullanpur Garibdas Phase-1 in this area was fixed at Rs 1.36 crore per acre by this committee on 09-09-2013. Therefore, it was requested by him to fix rates keeping this issue in mind while fixing rates.*
>
> *2. The Naib Tehsildar, Majri, stated that the Collector rate of these villages is Rs 75 Lakh to Rs 85 Lakh per acre.*
>
> *3. Apart from this, it was also noted that in the meeting of this committee held on 29-04-2013, the rate of acquired area of adjoining villages Dusarna, Naggal, Shekhpura, Andheri, Barodi, Fatehpur, Chandpur, Boothgarh, Siswan and Chanalon for upgradation and widening of Morinda-Kurali-Siswan (MDR-31) road was fixed at Rs 75 Lakh per acre for the first 9 (nine) villages and Rs 90 Lakh per acre for village Chanalon.*
>
> *Upon considering prevalent Collector rate, Chhant rate, market value and all aspects it emerged that:-*
>
> *1. At the time of notification under Section 4 for the area to be acquired, the Collector rate of villages was Rs 75 lakh to Rs 85 lakh per acre.*
>
> *2. Apart from this the maximum basic rate of land to be acquired for other projects in this same area during this year was fixed at Rs 1.36 crore per acre on 09-09-2013 and now the area being acquired, falls in this same area. (line seems incomplete)*
>
> *Therefore, keeping in view, the Chhant rate and location of land to be acquired and rates given earlier in this area and possibility of future development in this area, decision has been taken unanimously according to discussion held between non-official members and official members present in the meeting to grant basic rate of land of every kind to be*

acquired in respect of 9 (nine) villages namely Boothgarh, Kartarpur, Kansala, Rani Majra, Saini Majra, Ghandauli, Bansepur, Togan and Tira@Rs 1.36 crores per acre. As per prevalent instructions, 30 percent solatium and interest at the rate of 12% and compensation of 10% for not filing a court case shall be given by calculating separately on the present rate."

[9.3]. Similarly, a separate report of even date, dated 07.10.2013 by the Divisional Level Price Fixation Committee headed by the Deputy Commissioner, SAS Nagar, consisting of the same members, after considering all the relevant factors, also recommended the rate to be Rs. 1.36 crores for villages Hoshiarpur, Majra and Takipur involved in the other acquisition relating to the public purpose namely, *"for setting up Residential Urban Estate Phase-II in the area of Mullanpur, Tehsil Kharar, District S.A.S. Nagar (Mohali)".* The relevant extract thereof is reproduced hereunder:-

"After considering all the aspects i.e. collector rate, Chhant rate, market price and all other aspects, it was informed that:-

1. Collector rate of the lands of these villages to be acquired under section 4 of the notification is from Rs.50 lakhs to 85 lakhs per acre.

2. Apart from this, in this year itself, on 09.09.2013, maximum basic rate of the land to be acquired for other projects in this area has been fixed at the rate of Rs.1.36 crores per acre. The area/land which is now going to be acquired is situated in this area itself.

Thus, keeping in view the chhant rate, location of the land to be acquired, earlier rates given in this area and also keeping in view the possibility of development to be taken place in this area in future, according to the conversation/ discussion made between the non-government members and government members came present/appeared in the meeting, it has been decided to grant basic rate at the rate of Rs.1.36, Crores per acre for all types of land situated in the revenue estate of villages Hoshiarpur, Majra and Takipur to be acquired. According to the present instructions, 30%

Solatium shall be granted by calculating the same on the basic rate along with 12% interest and 10% compensation in case of not filing any court case."

[9.4]. Once the Divisional Level Price Fixation Committee consisting of Senior revenue officers of the State of Punjab, evaluated uniform land price @ Rs.1.36 crores for three villages i.e. Hoshiarpur, Majra and Takipur involved in the earlier acquisition and the nine villages i.e. Boothgarh, Kartarpur, Kansala, Rani Majra, Saini Majra, Ghandauli, Bansepur, Togan and Teera forming part of the present acquisition, vide different reports of even date, keeping in mind the prevalent *Chhant* rate, Collector rate, location of the land to be acquired, earlier rates, the development that is going to take place in the area; it was evident that the whole area had uniform character and potential for development, especially in the light of assessment made by the officers of the appellant(s) themselves. Thus, in such circumstances, this Court is of the humble opinion that the respondent(s)-landowner(s) in the case(s) in hand are also entitled to the same market value as assessed for the revenue estates of villages Hoshiarpur, Majra and Takipur pertaining to the separate acquisition vide notification dated 17.05.2013 issued under Sections 4 of the 1894 Act.

[9.5]. Since the market value assessed for the villages Hoshiarpur, Majra and Takipur stands enhanced by this Court vide its decision dated 18.02.2026 passed in ***RFA No.3096 of 2017 (O&M) with Cross-Objection No.116-CI of 2017,*** with leading case titled as ***Greater Mohali Area Development Authority (Gmada), through its Estate Officer Vs. Arminderjit Kaur and Anr.,*** to Rs.4,15,59,750/- per acre, from the discussion made hereinabove, the respondent(s)-landowner(s) in the present acquisition need to be held entitled to the same market price.

[10]. Similarly, on the other hand, if the market value is assessed on the basis of the evidence available on record in the present case(s); the land in the case(s) in hand was acquired vide Notification dated 17.05.2013 under Section 4 of the 1894 Act for the public purpose, namely, "*for the construction of PR-4 60 mtrs wide road as per Master Plan from village Boothgarh to Togan*" in 09 villages namely, Boothgarh, Kartarpur, Kansala, Rani Majra, Saini Majra, Ghadoli, Bansepur, Teera and Togan. The learned Reference Court relied upon an earlier Award dated 22.07.2023 (Ex.P-6) passed in ***Baldev Singh and others vs. State of Punjab*** by the learned Additional District Judge, SAS Nagar (Mohali), whereby, the determination was in relation to the acquisition carried out in terms of Notification dated 20.02.2009 under Section 4 of the 1894 Act for the land forming part of the five revenue estates of Villages, namely, Mullanpur Garibdass, Ferozepur, Parol, Hoshiarpur and Majra. However, the sale deeds placed on record in the present case(s) by the respondents-landowners in the form Ex.P-3 dated 06.12.2011, Ex.P-4 dated 05.01.2012 and Ex.P-5 dated 05.06.2012 pertained to Villages Rani Majra, Teera and Togan, respectively. In that case, the learned Reference Court erred in discarding those merely on the account that the same pertained to small parcels of the land.

[10.1]. Once, the direct evidence in the form of sale instances forming part of the revenue estates of 09 villages involved in the present acquisition were available on record, the earlier Award by the learned Reference Court pertaining to other revenue estates could not be taken into account. Therefore, it may be necessary to take note of the sale deeds produced by both the sides in their evidence in the case(s) in hand. The details of the same in a tabulated form are extracted hereunder:-

Sale deeds produced by the Appellant(s)-GMADA

Sr. No.	Area	Date of Sale	Village	Rate per marla (in Rs.)	Rate per acre (approx.)	Exhibit
1.	0K-1-1/4M	08.09.2011	Teera	62,500/-	80 lakh	R4
2.	0K-1-1/2M	09.11.2011	Teera	75,000/-	80 lakh	R5
1.	0K-2-1/2M	12.01.2012	Rani Majra	84,000/-	53.76 lakh	R6
2.	0K-2M	21.02.2012	Bassepur	70,000/-	56 lakh	R7
3.	0K-3/4M	26.05.2011	Teera	50,000/-	60 lakh	R8
4.	0K-2M	01.07.2011	Parol	60,000/-	48 lakh	R9
5.	0K-1-1/2M	12.01.2012	Rani Majra	50,000/0	54 lakh	R10
6.	0K-1-1/4M	22.02.2011	Teera	56,250/-	72 lakh	R11

Sale deeds produced by the Respondent(s)-Landowner(s)

Sr. No.	Area	Date of Sale	Village	Rate per acre (approx.)	Exhibit
1.	23K-07M	14.12.2007	Parol	2.88 Cr.	P1
2.	4K-3M	17.12.2007	Parol	3.00 Cr.	P2
3.	1K-5-5/3M	06.12.2011	Rani Majra	4.10 Cr.	P3
4.	6K-15-1/4M	05.01.2012	Teera	2.70 Cr.	P4
5.	0K-8M	05.06.2012	Togan	3.00 Cr.	P5

[10.2]. At first instance, it may be relevant to take note of the sale instances produced by the appellant(s)-GMADA as Ex.R-4 to Ex.R-11 which were appropriately discarded by the learned Reference Court for reflecting consideration lower than that of the rate assessed by the LAC in the present case(s). Further, the sale instances Ex.P-1 dated 14.12.2007 and Ex. P-2 dated 17.12.2007 pertained to Village Parol, which was not part of the acquisition in the case(s) in hand, thus, need not be relied upon for the purpose of determining the market value either.

[10.3]. As regards the other sale instances produced by the respondent(s)-landowner(s) in the form of Ex.P-3 dated 06.12.2011, Ex.P-4 dated 05.01.2012 and Ex.P-5 dated 05.06.2012, the same pertained to Villages Rani Majra, Teera and Togan respectively, which formed part of the revenue estates under acquisition in the present case(s), were prior to the date of Notification under Section 4 of the Act i.e. 17.03.2013 and also in close proximity with respect to the time period of the acquisition. In such circumstances, the learned Reference Court rather than discarding the said sale instances merely on the ground that the same pertained to small parcels of the land, could have taken into account those while assessing the market value of the land in the opinion of this Court especially in the wake of well-settled principles of law that the small parcels of land were to be relied upon albeit applying appropriate deductions to the base price.

[10.4]. Further, a perusal of the sale deeds in the form of Exs.P-3, P-4 and P-5 shows that all three sale instances belonged to three different estates namely, Rani Majra, Teera and Togan respectively, out of the 09 estates under acquisition in the present case(s). No other evidence was relied upon by either of the parties. It is evident from the material on record that a compact block of land from nine contiguous villages was acquired. In other words, although, the acquired land was located in different villages, however, there was not much difference in the geographical location or topography of the land in all these villages as the same were adjoining each other. There is no evidence to establish that the market value of the acquired land located in various contiguous villages was significantly different because of its locational advantage, rather, such uniformity in location and potential stood conceded by the State given that market price of the land was uniformly assessed for all 09 estates by the LAC and subsequently, the learned Reference Court as well. Even before this Court, comparative locational and potential value of all the 09 estates was not disputed by either of the parties, therefore, the aforementioned sale instances could be safely relied upon for assessing the uniform market price for land parcels falling in all the 09 estates in the present case(s).

[10.5]. In such circumstances out of the said three sale instances, the sale deed dated 06.12.2011 (Ex.P-3) vide which 1 Kanal 5-5/3 Marlas of land forming part of the revenue estate of village Rani Majra was sold @ Rs.4.10 crore per acre, carrying the highest sale price per acre needs to be taken into account for the purpose 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."*

[11]. Taking into account the fact that the sale deed (Ex.P-3) is dated 06.12.2011, whereas the acquisition in the present case(s) commenced vide notification dated 17.05.2013; for the time gap of around 1 year, 5 months between the date of sale deed (Ex.P-3) and the date of issuance of notification under Section 4 of the 1894 Act in the case(s) in hand, an appropriate appreciation needs to be awarded in favour of the respondent(s)-landowner(s). It has been held by the Hon'ble Apex Court in ***General Manager, Oil and Natural Gas Corporation Ltd v. Rameshbhai Jivanbhai Patel and Anr,*** reported as ***(2008) 14 SCC 745***, that primarily, the increase in land prices depends on four factors-situation of the land, nature of development in surrounding area, availability of land for development in the area, and the demand for land in the area.

[11.1]. Admittedly, in the case(s) in hand, firstly, the acquired land, is located within the close geographical proximity of Union Territory of Chandigarh. The land under acquisition is surrounded by various developed and developing residential colonies. Vide award dated 29.10.2016, in Land Reference No. RT-19 of 14.10.2014 with leading case titled as ***Jasvir Singh vs State of Punjab***, a categorical finding affirming the geographical and potential advantage of the land under acquisition has been recorded. The same is extracted hereunder:-

> *"They have also proved copy of Master Plan prepared as per decision taken by The Punjab Regional and Town Planning and Development Board in its 26th meeting on 28.5.2013, a careful perusal of which reveals that PR-4 road runs almost parallel to HR-2 road leading from Mullanpur Garibdass to Kurali-Siswan T-juntion, land for which was acquired vide the aforesaid award No.507 dated 31.3.2010. Both the roads are of equal width i.e. 60 meters. Both the roads run almost parallel to each other. Both the roads are situated at a distance of 2/3 kilometer from each other. Both these roads enclose the newly christened "New Chandigarh` area which adjoins the City Beautiful. It has rightly been urged that the area falling in between both these roads is most prolific having exponential construction activity as many renowned builders have carved residential and commercial colonies in this area. Even respondent GAMADA has carved out residential colony in-between these roads, thus, making out that entire area, without distinction, has gained in value."*

[11.2]. Secondly, vide Award dated 24.08.2018 in Land Reference No.227 of 28.11.2016, titled as ***Dharam Singh vs. State of Punjab***, it has been noticed that it is the admitted position of the appellant(s)-State Authority, GMADA, that GMADA is developing the vicinity of the acquired land by developing an Urban Estate in that area at fixed rates. It is further admitted that the Homi Bhabha Cancer Hospital and Research Centre, set up by the Government in collaboration with TATA, was inaugurated in the recent past. Thus, it is quite evident that the acquired land in the present case(s) carried locational as well as potential advantage, suitable for both residential and commercial purposes. In such circumstances, it would be appropriate to apply cumulative appreciation @ 15% per annum over the base price derived from the sale instance dated 06.12.2011 (Ex.P-3). In this regard, reliance can be placed upon the latest decision of ***"Ramrao Shankar Tapase Vs. Maharashtra Industrial Development Corporation and Ors." 2022(7) SCC*** 563 whereby the law laid down in ***General Manager case*** (supra) and ***Pehlad Ram v. Haryana Urban Development Authority, (2014) 14 SCC 778*** was affirmed to the effect that the Courts may grant cumulative increase of 10 to 15% per year in the market value of the land depending upon the circumstances of the case. Relevant paragraph No.10 in this regard is reproduced hereunder:-

> *"10. Looking to the fact that the sale deed produced at Ex. 41 with respect to the land bearing Survey No. 20/2 was with respect to the very village Bhoyar which was the only sale exemplar of the same village and other sale exemplars/sale deeds were with respect to another village Lohara and also with respect to small pieces of land, we are of the considered view that the High Court has rightly relied upon and considered the sale exemplar at Ex. 41 while determining the compensation in the present cases with respect to the lands of very village Bhoyar.*
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> ***However, at the same time, bearing in mind the decision of this Court in the case of Pehlad Ram (supra), by which this Court has observed and held that a cumulative increase of 10 to 15% per year in the market value of the land may be accepted****, in the facts and circumstances of the case, we are of the opinion that instead of 10% cumulative increase as adopted by the High Court, if 12% cumulative increase would have been adopted, it would have been just and proper and in the fitness of things."*

[12]. Insofar as the smallness of the land parcels forming part of the sale deed dated 06.12.2011 (Ex.P-3) is concerned, since the land acquired in the present case(s) measures 133.4248 acres whereas the sale instance Ex. P-3 pertains to 1 Kanal 5-5/3 Marlas, keeping in mind the location and potential value attached to the acquired land, a cut of 20% would suffice towards smallness of the area involved in the sale exemplar dated 06.12.2011 (Ex. P-3) *vis-a-vis* the acquired land.

[12.1]. Moreover, in the given facts, since the acquisition has been carried out for the public purpose, namely, "*for the construction of PR-4, 60 mtrs. wide road as per Master Plan from village Boothgarh to Togan*", the appellant(s)-GMADA did not suffer any loss towards optimum utilization of the area acquired and also did not incur expenditure towards providing of additional infrastructural amenities, therefore, no cut towards development cost needs to be imposed.

[13]. Accordingly, by applying the aforesaid discussion, the approximate value of market price for the land under acquisition comes to Rs. 4,02,44,804/- per acre as per calculation below:-

<u>CALCULATION: -</u>

<u>Description</u>	<u>Amount per acre (in Rs.)</u>
Appreciation @ 15% per annum (compound) Period: 06.12.2011 ~ 17.05.2013 (1 year 5 months 11 days)	Interest for 1 year = Rs. 61,50,000/- Amount after adding interest for 1 year = Rs. 4,71,50,000/- Interest for 5 months 11 days = Rs. 31,56,004/- Amount after adding interest for 5 months 11 days = Rs. 5,03,06,004/- = Rs. 5,03,06,004/-
Applying 20% cut on account of smallness of land	Rs.5,03,06,004 – (20 % of Rs.5,03,06,004) =Rs.5,03,06,004 – Rs.1,00,61,200.80 =**Rs. 4,02,44,803.20**
<u>Final Value</u>	**= Rs. 4,02,44,804/- (rounded off)**

[13.1]. It is pertinent to mention here that the market value assessed in accordance with the evidence on record in the present case(s) does not significantly differ from the value assessed for the villages Hoshiarpur, Majra and Takipur by this Court vide its decision in ***RFA No.3096 of 2017 (O&M) with Cross-Objection No.116-CI of 2017*** i.e. Rs.4,15,59,750/- per acre. Thus, keeping in mind the peculiar circumstances of the present case(s) whereby the District Price Fixation Committee itself recommended uniform rate across all the villages surrounding the already developed Union Territory of Chandigarh, by considering the Collector rate, *Chhant* rate and the scope of development; the date of notification under Sections 4 and 6 of the 1894 Act, being also the same for both the acquisitions; to accord parity among similarly situated landowners and to grant just and fair compensation, this Court is of view that the market value of the acquired land on the date of issuance of Notification under Section 4 in the present case(s) is assessed to be **Rs.4,15,59,750/- per acre** as already granted to similarly situated landowners in ***RFA No.3096 of 2017 (O&M) with Cross-Objection No.116-CI of 2017.***

[13.2]. In addition, the landowners shall also be entitled for award of all statutory benefits and interest as provided under the provisions of 1894 Act (amended up to date). The landowners shall also be entitled for solatium @ 30% besides award of interest thereupon.

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

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

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

(HARKESH MANUJA)
JUDGE

February 25, 2026
Atik

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

Sr. No.	Case Number	Sr. No.	Case Number
1	RFA No.1422 of 2021 (O&M)	4	RFA No.2101 of 2018 (O&M) with XOBJR No.92-CI of 2018
2	RFA No.2099 of 2018 (O&M) with XOBJR No.94-CI of 2018	5	RFA No.2102 of 2018 (O&M) with XOBJR No.93-CI of 2018
3	RFA No.2100 of 2018 (O&M) with XOBJR No.177-CI of 2018	6	RFA No.2103 of 2018 (O&M) with XOBJR No.91-CI of 2018

Sr. No.	Case Number	Sr. No.	Case Number
7	RFA No.636 of 2019 (O&M)	40	RFA No.1900 of 2017 (O&M)
8	RFA No.1429 of 2021 (O&M) with XOBJR No.80 of 2022	41	RFA No.1901 of 2017 (O&M)
9	RFA No.1174 of 2017 (O&M) with XOBJR No.12-CI of 2018 (O&M)	42	RFA No.1902 of 2017 (O&M)
10	RFA No.1258 of 2017 (O&M)	43	RFA No.1907 of 2017 (O&M)
11	RFA No.1259 of 2017 (O&M) with XOBJR No.74 of 2021	44	RFA No.1927 of 2017 (O&M) XOBJR No.37 of 2021
12	RFA No.1017 of 2017 (O&M)	45	RFA No.1928 of 2017 (O&M)
13	RFA No.1689 of 2017 (O&M)	46	RFA No.1985 of 2017 (O&M)
14	RFA No.2484 of 2017 (O&M)	47	RFA No.1987 of 2017 (O&M)
15	RFA No.1874 of 2017 (O&M)	48	RFA No.1986 of 2017 (O&M)
16	RFA No.1875 of 2017 (O&M)	49	RFA No.1544 of 2018 (O&M)
17	RFA No.1876 of 2017 (O&M)	50	RFA No.4055 of 2017 (O&M)
18	RFA No.1877 of 2017 (O&M)	51	RFA No.4056 of 2017 (O&M)
19	RFA No.1878 of 2017 (O&M)	52	RFA No.4057 of 2017 (O&M)
20	RFA No.1879 of 2017 (O&M)	53	RFA No.4058 of 2017 (O&M)
21	RFA No.1880 of 2017 (O&M)	54	RFA No.4059 of 2017 (O&M)
22	RFA No.1881 of 2017 (O&M)	55	RFA No.4060 of 2017 (O&M)
23	RFA No.1882 of 2017 (O&M)	56	RFA No.4061 of 2017 (O&M)
24	RFA No.1883 of 2017 (O&M) with XOBJR No.150 of 2021	57	RFA No.4072 of 2017 (O&M)
25	RFA No.1884 of 2017 (O&M)	58	RFA No.4073 of 2017 (O&M)
26	RFA No.1885 of 2017 (O&M)	59	RFA No.4074 of 2017 (O&M)
27	RFA No.1886 of 2017 (O&M) with XOBJR No.34 of 2017	60	RFA No.4075 of 2017 (O&M)
28	RFA No.1887 of 2017 (O&M)	61	RFA No.4076 of 2017 (O&M)
29	RFA No.1888 of 2017 (O&M) with XOBJR No.42 of 2021	62	RFA No.5128 of 2017 (O&M)
30	RFA No.1889 of 2017 (O&M)	63	RFA No.5129 of 2017 (O&M)
31	RFA No.1890 of 2017 (O&M)	64	RFA No.1996 of 2018 (O&M)
32	RFA No.1891 of 2017 (O&M) with XOBJR No.32 of 2021	65	RFA No.2567 of 2019 (O&M)
33	RFA No.1892 of 2017 (O&M)	66	RFA No.2468 of 2021 (O&M)
34	RFA No.1893 of 2017 (O&M)	67	RFA No.4982 of 2018 (O&M)
35	RFA No.1894 of 2017 (O&M)	68	RFA No.5004 of 2018 (O&M) with XOBJR No.51 of 2021
36	RFA No.1895 of 2017 (O&M)	69	RFA No.5005 of 2018 (O&M) with XOBJR No.13 of 2020
37	RFA No.1896 of 2017 (O&M)	70	RFA No.5007 of 2018 (O&M) with XOBJR No.34 of 2021
38	RFA No.1897 of 2017 (O&M)	71	RFA No.5008 of 2018 (O&M) with XOBJR No.31 of 2021
39	RFA No.1899 of 2017 (O&M) with XOBJR No.23-CI of 2018 & XOBJR No.43 of 2018	72	RFA No.5009 of 2018 (O&M) with XOBJR No.23 of 2021

Sr. No.	Case Number	Sr. No.	Case Number
73	RFA No.5010 of 2018 (O&M) with XOBJR No.59 of 2021	96	RFA No.4070 of 2017 (O&M)
74	RFA No.5011 of 2018 (O&M) with XOBJR No.52 of 2021	97	RFA No.4071 of 2017 (O&M)
75	RFA No.5012 of 2018 (O&M) with XOBJR No.78 of 2021	98	RFA No.5034 of 2018 (O&M) with XOBJR No.16 of 2021
76	RFA No.5013 of 2018 (O&M) with XOBJR No.81 of 2021	99	RFA No.5035 of 2018 (O&M) with XOBJR No.44 of 2021
77	RFA No.5014 of 2018 (O&M) with XOBJR No.61 of 2021	100	RFA No.5036 of 2018 (O&M) with XOBJR No.73 of 2021
78	RFA No.5015 of 2018 (O&M) with XOBJR No.15 of 2021	101	RFA No.5037 of 2018 (O&M) with XOBJR No.79 of 2021
79	RFA No.5016 of 2018 (O&M) with XOBJR No.80 of 2021	102	RFA No.5038 of 2018 (O&M) with XOBJR No.56 of 2021
80	RFA No.5017 of 2018 (O&M) with XOBJR No.50 of 2021	103	RFA No.5039 of 2018 (O&M) with XOBJR No.33 of 2021
81	RFA No.5018 of 2018 (O&M) with XOBJR No.135 of 2021	104	RFA No.5040 of 2018 (O&M) with XOBJR No.94 of 2021
82	RFA No.5019 of 2018 (O&M)	105	RFA No.5041 of 2018 (O&M) with XOBJR No.118 of 2021
83	RFA No.5020 of 2018 (O&M) with XOBJR No.58 of 2021	106	RFA No.6303 of 2018 (O&M) with XOBJR No.100 of 2021
84	RFA No.5021 of 2018 (O&M) with XOBJR No.138 of 2021	107	RFA No.6304 of 2018 (O&M) with XOBJR No.96 of 2021
85	RFA No.5022 of 2018 (O&M)	108	RFA No.6305 of 2018 (O&M) with XOBJR No.40 of 2021
86	RFA No.5023 of 2018 (O&M)	109	RFA No.6306 of 2018 (O&M) with XOBJR No.95 of 2021
87	RFA No.5024 of 2018 (O&M) with XOBJR No.99 of 2021	110	RFA No.6307 of 2018 (O&M) with XOBJR No.72 of 2021
88	RFA No.4062 of 2017 (O&M)	111	RFA No.6308 of 2018 (O&M) with XOBJR No.76 of 2021
89	RFA No.4063 of 2017 (O&M)	112	RFA No.6309 of 2018 (O&M) with XOBJR No.57 of 2021
90	RFA No.4064 of 2017 (O&M)	113	RFA No.6311 of 2018 (O&M) with XOBJR No.82 of 2021
91	RFA No.4065 of 2017 (O&M)	114	RFA No.5026 of 2018 (O&M) with XOBJR No.17 of 2021
92	RFA No.4066 of 2017 (O&M)	115	RFA No.5027 of 2018 (O&M) with XOBJR No.29 of 2021
93	RFA No.4067 of 2017 (O&M)	116	RFA No.5028 of 2018 (O&M) with XOBJR No.19 of 2021
94	RFA No.4068 of 2017 (O&M)	117	RFA No.5029 of 2018 (O&M) with XOBJR No.11 of 2020
95	RFA No.4069 of 2017 (O&M)	118	RFA No.5030 of 2018 (O&M) with XOBJR No.26 of 2020

Sr. No.	Case Number	Sr. No.	Case Number
119	RFA No.5031 of 2018 (O&M) with XOBJR No.14 of 2020	137	RFA No.6362 of 2018 (O&M)
120	RFA No.5032 of 2018 (O&M) with XOBJR No.17 of 2020	138	RFA No.6363 of 2018 (O&M) with XOBJR No.86 of 2021
121	RFA No.5033 of 2018 (O&M) with XOBJR No.60 of 2021	139	RFA No.6364 of 2018 (O&M) with XOBJR No.82 of 2021
122	RFA No.6312 of 2018 (O&M)	140	RFA No.6365 of 2018 (O&M) with XOBJR No.8 of 2026
123	RFA No.6313 of 2018 (O&M) with XOBJR No.85 of 2021	141	RFA No.6366 of 2018 (O&M) with XOBJR No.47 of 2024
124	RFA No.6314 of 2018 (O&M) with XOBJR No.84 of 2021	142	RFA No.6367 of 2018 (O&M) with XOBJR No.144 of 2021
125	RFA No.6315 of 2018 (O&M) with XOBJR No.70 of 2021	143	RFA No.6368 of 2018 (O&M) with XOBJR No.68 of 2022
126	RFA No.6316 of 2018 (O&M) with XOBJR No.10 of 2020	144	RFA No.6369 of 2018 (O&M) with XOBJR No.98 of 2021
127	RFA No.6317 of 2018 (O&M) with XOBJR No.66 of 2021	145	RFA No.6370 of 2018 (O&M) with XOBJR No.27 of 2021
128	RFA No.6318 of 2018 (O&M) with XOBJR No.63 of 2021	146	RFA No.6371 of 2018 (O&M) with XOBJR No.116 of 2021
129	RFA No.6319 of 2018 (O&M) with XOBJR No.35 of 2021	147	RFA No.6372 of 2018 (O&M) with XOBJR No.81 of 2023
130	RFA No.6320 of 2018 (O&M) with XOBJR No.65 of 2021	148	RFA No.6373 of 2018 (O&M) with XOBJR No.55 of 2021
131	RFA No.6321 of 2018 (O&M) with XOBJR No.90 of 2021	149	RFA No.6374 of 2018 (O&M) with XOBJR No.12 of 2020
132	RFA No.6322 of 2018 (O&M) with XOBJR No.101 of 2021	150	RFA No.6375 of 2018 (O&M) with XOBJR No.38 of 2021
133	RFA No.6323 of 2018 (O&M) with XOBJR No.16 of 2020	151	RFA No.140 of 2019 (O&M)
134	RFA No.6324 of 2018 (O&M) with XOBJR No.87 of 2021	152	RFA No.613 of 2019 (O&M) with XOBJR No.77 of 2021
135	RFA No.6360 of 2018 (O&M)	153	RFA No.614 of 2019 (O&M) with XOBJR No.24 of 2020 & XOBJR No.10 of 2022
136	RFA No.6361 of 2018 (O&M) with XOBJR No.64 of 2021	154	RFA No.2467 of 2021 (O&M)

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