

(2002) 05 AHC CK 0146

Allahabad High Court

Case No: Civil Miscellaneous Writ Petition No"s. 14387 of 1990, 40257 of 1992, 31400, 31401, 31402, 31403, 31405, 31406, 31407, 31408, 31410, 31411, 31412, 31414, 31415, 31416 and 31419 of 1993 and Civil Miscellaneous Writ Petition No. 14387 of 1990

Ist Additional District

APPELLANT

Judge/Arbitrator and Another

Vs

Union of India (UOI)
Kiran

Singh and Others Vs Union of

India (UOI) and Another

RESPONDENT

Mahender Singh and

Another Vs 1st Additional District

Judge and Others

Date of Decision: May 22, 2002

Acts Referred:

- Defence of India Act, 1962 - Section 29, 36, 37, 37(1), 37(2)
- Land Acquisition Act, 1894 - Section 23(1A)

Citation: (2002) 3 UPLBEC 2074

Hon'ble Judges: Vineet Saran, J; G.P. Mathur, J

Bench: Division Bench

Advocate: Umesh Narain Sharma, Subodh Kumar and S.C, for the Appellant; P.K. Jain, for the Respondent

Final Decision: Disposed Of

Judgement

G.P. Mathur, J.

The controversy involved in all these writ petitions is identical and, therefore, they are being disposed of by a common order.

2. An area measuring 2221.12 acres in villages Pasonda, Karhera Nistali, Aslatpur, Sikanderpur, Mewlagiri, Brahmpur alias Hapura and Makarmatpur in district Meerut was requisitioned for construction of Hindan Air Field u/s 29 of Defence of India Act, 1962 (hereinafter referred to as the Act). Since the land was occupied for a work of

permanent character viz. construction of an Air Base, it was acquired after observing the necessary formalities u/s 36 of the Act. The land vested with the Ministry of Defence, Government of India, some time in 1964-65. The Special Land Acquisition Officer (Defence Project) after considering the objections filed by the land owners and taking into consideration the sale deeds of the year 1963-64 determined the compensation payable for the acquired land u/s 36 of the Act. The Union of India approved the rates which had been determined by the Special Land Acquisition Officer (Defence Project) and payments were made to the landholders. Feeling aggrieved by the quantum of compensation, the landholders approached the appropriate Government for appointment of an Arbitrator u/s 37 (1) of the Act. The appropriate Government thereafter appointed the District Judge/Additional District Judge, Meerut as Arbitrator u/s 37 (2) of the Act for determination of the compensation amount.

3. The landholders filed objection before the Arbitrator on various ground and the main ground being that the price of the acquired land fixed by the Special Land Acquisition Officer was less than the market value and that they were entitled to solatium @ 30 per cent and also interest @ 15 per cent from the date of dispossession till the date of actual payment of the compensation amount. The objection filed by the landholders was contested by the Union of India on the ground inter alia that the price determined for the acquired land was proper and that the landholders were not entitled to any solatium or interest. After considering the evidence adduced by the parties, the Arbitrator/Additional District Judge, Meerut, held that the market value of the acquired land which was agricultural in character is Rs. 2.60 per sq. yard. It was further held that the landholders were entitled to solatium @ 30 per cent and interest @ 9 per cent on the excess amount from the date of dispossession till the date of payment.

4. Feeling aggrieved by the award of the Arbitrator, the Union of India has preferred writ petitions which are under Group A. Some of the landholders have also preferred writ petitions challenging the award of the Arbitrator (Group B) and their plea is that they are entitled to additional amount in accordance with Section 23(1-A) of the Land Acquisition Act @ 12 per cent commencing from the date of acquisition till the date of award or the date of taking possession of the land whichever is earlier and also interest @ 9 per cent for the first year and thereafter @ 15 per cent from the date of dispossession till the date of payment.

5. We have heard Sri Subodh Kumar, learned Additional Standing Counsel for Union of India and Sri P.K. Jain for some of the landholders.

6. An identical controversy regarding determination of compensation for acquisition of land for Hinden Air Base was considered in detail by a Division Bench of this Court in Civil Misc. Writ Petition No. 8594 of 1980 (Ram Dutt and Ors. v. 1st Additional District Judge, Meerut and Ors.) alongwith other connected matters decided on 5th January, 1990. It was held that the market value of the agricultural land was Rs. 3.60

per sq. yd. and the landholders were also entitled to interest @ 6 per cent per annum on the amount of compensation from the date of acquisition of the land till the date of payment of deposit. It was further held that the landholders were not entitled to any solatium. This decision was followed in Civil Misc. Writ Petition No. 6519 of 1984 (Kami v. 1st A.D.J. and Ors.) and other connected matters decided on 12th February, 1990. The SLP preferred against the aforesaid decision was dismissed by the Hon'ble Supreme Court on 29th January, 1998.

7. Following the aforesaid decision, the award given by the Arbitrator/ Additional District Judge, Meerut deserves to be modified. The market value of the agricultural land is enhanced from Rs. 2.60 to Rs. 3.60 per sq. yd. The landholders would be entitled to interest @ 6 per cent only from the date of acquisition till the date of payment or deposit as the case may be. They will not be entitled to any solatium.

8. All the writ petitions are, therefore, disposed of with the direction that the award given by the Arbitrator/Additional District Judge, Meerut, shall stand modified in the following manner:

- (i) the market value of the agricultural land is enhanced to Rs. 3.60 per sq. yd.;
- (ii) the landholders would be entitled to interest @ 6 per cent per annum from the date of acquisition till the date of payment or deposit as the case may be;
- (iii) the landholders are not entitled to any solatium and the award regarding solatium made in their favour is set aside,
- (iv) the award of the Arbitrator not covered by point Nos. (i), (ii) and (iii) above shall remain intact.

9. The parties to bear their own cost.