

State of Uttar Pradesh

Vs

Major Jitendra Kumar and Others

Civil Appeal No. 1922 of 1970

(V. D. Tulzapurkar, A. N. Sen JJ)

19.01.1982

JUDGMENT

TULZAPURKAR, J. -

1. The only question raised in this appeal pertains to adequacy of compensation and the points raised before us really dwell on appreciation of evidence on record and hence we are not inclined to interfere with the High Court's appreciation, especially as no breach of any principle of involved.

2. About 80 bighas and 19 biswas of land in the town of Meerut was acquired for the benefit of the Meerut Cooperative Housing Society, Meerut under a Notification issued under Section 4 of the Land Acquisition Act on January 6, 1948 and the Notification under Section 6 followed on February 12, 1949. The Land Acquisition Officer made his award fixing the compensation at the rate of Re 1-0-6 per sq. yd. which was confirmed by the Civil Court in the land reference made to it. When the matter was carried in appeal to the High Court by the claimants, the High Court enhanced the rate of compensation from Re 1-0-6 to Rs 2-12-0 per sq. yd. It is this enhancement that is challenged before us.

3. Principally the High Court relied upon a sale deed dated July 11, 1951 (Ex. 21) whereunder the Cooperative Society itself had purchased a part of this land at a price calculated at the rate of Rs 2-12-0 per sq. yd. for enhancing the rate of compensation. Other sale deeds at Exs. 1, 2, 3, 4, 5 and 6 under which the prices varying from Rs 5 per sq. yd. to Rs 2-12-0 per sq. yd. were also relied upon by the claimants but the High Court rejected the other sale deeds as affording proper guidance and accepted the rate of Rs 2-12-0 per sq. yd. at which land under Ex. 21 was purchased by the Society itself. Counsel for the State contended that the other sale deeds had been rejected on the ground that they pertained to comparatively smaller areas of land but the same reason was applicable to Ex. 21 also, for Ex. 21 also related to a smaller area. Secondly, counsel contended that Ex. 21 was of a date three years later than the relevant date of the Notification under Section 4. As against Ex. 21, on which the High Court has relied, counsel for the State urged before us that there were two compromise documents of the year 1949 Ex. A and Ex. B under which the Housing Society had purchased land from one Khan Bahadur Sheikh Wahiduddin and his tenants and the rate of Rs 1-0-6 per sq. yd. at which the land under these two documents had been purchased ought to have been accepted by the High Court. The High Court has pointed out that at the material time of the compromise deeds Khan Bahadur Sheikh Wahiduddin was heavily indebted to the tune of Re 1,33,000 and was financially embarrassed and, therefore, it left that it would be improper to rely upon these deep as affording proper guidance. It is true that the sale deed Ex. 21 upon which the High Court has relied is of a date three years later than the Notification under Section 4 but no material was produced before the Court to suggest that there was any fluctuation in the market rate

at Meerut from 1948 onwards till 1951 and if so to what extent. In the absence of any material showing any fluctuation in the market rate the High Court thought it fit to rely upon Ex. 21 under which the Housing Society itself had purchased land in the neighbourhood of the land in dispute. On the whole we are not satisfied that any error was committed by the High Court in relying upon the sale deed Ex. 21. We do not think any case for interference is made out. The appeal is, therefore, dismissed, but since the respondents have not appeared there will be no order as to costs.

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