

IN THE SUPREME COURT OF INDIA

CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NO. 6993 OF 2013
(Arising out of SLP (C) No.19985 of 2008)

Land Acquisition Collector, Mohali and another ...Appellants

Versus

Surinder Kaur ...Respondent

JUDGMENT

G.S. SINGHVI, J.

1. Leave granted.
2. Having failed to convince the learned Single Judge of the Punjab and Haryana High Court to entertain the revision filed by them against order dated 7.5.2008 passed by Additional District Judge, Ropar in Civil Miscellaneous No.RT-22/10.3.1999/24.12.1999 refusing to tinker with judgment dated 9.4.2001 whereby he held that the respondent herein is entitled to compensation at the rate of Rs.24,200/- per marla, which is equivalent to 30 sq. yards, i.e., at the rate of Rs.806.67 per sq. yard, the appellants have filed this appeal.
3. By Notification dated 12.11.1997 issued under Section 4(1) of the Land

Acquisition Act, 1894 (for short, ‘the Act’), the Government of Punjab proposed the acquisition of land measuring 68 kanals 3 marlas for setting up an Urban Estate at Anandpur Sahib. After considering the report submitted by the Land Acquisition Collector under Section 5-A(2), the State Government issued declaration dated 8.5.1998. The Land Acquisition Collector determined market value of the acquired land as follows:

1.	Abadi land within municipal limits or Lal Dora	Rs.4,55,000/- per acre
2.	Gair Mumkin Pahar/Choe/khad	Rs.65,000/- per acre
3.	Barani/Banjar Zaidid/Kadim	Rs.1,95,000/- per acre
4.	Chahi/Nehri	Rs.3,00,000/- per acre

4. Dissatisfied with the award of the Land Acquisition Collector, the respondent filed an application under Section 18 of the Act. Thereupon, the Collector made a reference to the Court for determination of the amount of compensation. Additional District Judge, Ropar decided the reference vide judgment dated 9.4.2001, the relevant portion of which is extracted below:

“I find that the applicant is entitled to compensation at least at the rate mentioned in sale deed Ex P/7, which is prior to the date of notification under section 4 of the Act. I do not agree with the contention of learned counsel for the claimant that the compensation in terms of sale deed Ex. P5 should be given, which is much higher than the rate mentioned in sale deed Ex.P-7 as such I find that the claimant is entitled to compensation at the rate of Rs.24,200/- per marla which comes to Rs.806.67 per square yards since one marla is equivalent to 30 sq. yards for the acquired land. Accordingly, this issue is decided in favour of the applicant holding that she is entitled to compensation at the rate of Rs. 24,200/- per marla.”

5. After about two years, the respondent filed Execution Petition No.402 of 2003 and prayed for issue of a direction to the appellants to pay the amount of compensation. The appellants filed objections dated 9.12.2004 under Section 47 CPC and pleaded that the determination made by the Reference Court was erroneous. The same were rejected by the learned Additional District Judge vide order dated 18.4.2007 in the following terms:

“It is also not disputed that the claimant invoked section 18 of the Land Acquisition Act, and the Land Acquisition Collector referred the matter to this Court. It is also agreed that my learned predecessor was pleased to pass an award dt. 9.4.2001 and to order that the compensation be given to the claimant of her acquired land at the rate of Rs.24,200/- per marla. The dispute between the parties, at present is as to whether my learned predecessor, has awarded compensation by holding that the marla should be treated to be measuring 25 sq. yds or as to whether the marla should be treated to be that of 30 sq. yards. The controversy above said, has been answered by my learned predecessor, in the award itself, that in para no. 11 of the award dated 9.4.2001 Herein my learned predecessor, has clearly asserted that the claimants are entitled to compensation at the rate of Rs.806.67 per sq. yard. Hence by way of clarification, it is ordered that the compensation be computed at the rate of Rs.806.67 per sq yard. Accordingly, both the parties, are directed to furnish their respective statement of account by computing the compensation of the award at the said rate. The statement of account be furnished by 1.5.2007 and if any amount as per the state is still payable to the claimant, the said amount also disbursed to the claimant by the next date.”

6. The learned Additional District Judge passed another order dated 7.5.2008 and rejected the argument of the appellants that the marla measures only 22.37 sq. yards. He observed that while deciding the execution petition, the Court cannot go behind the award proposed to be executed. He further observed that the marla is either treated equivalent to 25 sq. yards or 30 sq. yards and that in view of award dated 9.4.2001, the issue cannot be allowed to be re-agitated. For the sake

of reference, paragraphs 3 and 4 of order dated 7.5.2008 are reproduced below:

“3. The learned counsel Shri Hargobind Singh submits that the State has acquired 4027.68 square yards of land only and that as per the same, the marla measures 22.37 square yards only. As per him, as per practice in the area in question, the marla is treated to be equivalent of 22.37 sq. yds only. The contention cannot be considered. The reason is that this court in execution petition cannot go beyond the award which is proposed to be executed through these proceedings. Furthermore, it is common knowledge that the marla is either treated to be equivalent to 25 sq yards or it is treated to be equivalent to 30 sq. yards and it has never been heard before that the marla can be treated to be equivalent to 22.37 sq. yards. In any case, this court cannot go beyond the award above said. As the above said award state that the marla at the given place is to be treated to be equivalent to 30 sq yards, therefore, the court has to merely execute the said award in letter and spirit by believing that the marla means 30 sq. yards.

4. Shri Hargobind Singh agrees that if the marla is to be treated to be equivalent to 30 sq. yds then the calculations furnished by the decree holder are correct. In support of his above said claim, Sh Hargobind Singh has placed on file the comparative details of the calculations. The above said calculations placed on file by Sh Hargobind Singh today, reveal that the JDs agree that if the marla is to be treated to be equivalent to 30 yards, then the calculations furnished by the Decree Holder are correct. Accordingly, the remaining amount disclosed by the Decree Holder in their calculation, be disbursed to the decree holder by 11.6.2008.”

7. The appellants challenged the last mentioned order in Civil Revision No.3005/2008, which was dismissed by the learned Single Judge on the ground that the appellants had not challenged award dated 9.4.2001. In the opinion of the learned Single Judge, the award passed by the Reference Court cannot be modified in the execution proceedings.

8. Mrs. Rachana Joshi Issar, learned counsel for the appellants relied upon the

provisions contained in the Punjab Land Records Manual and argued that the unit of measurement of land in Anandpur Sahib is 57 inches per karam as against the standard karam of 66 inches and argued that the learned Additional District Judge committed serious error by awarding compensation on the assumption that one marla is equivalent to 30 sq. yards whereas in the area of Anandpur Sahib one marla is equivalent to 22.37 sq. yards. She argued that the Reference Court committed serious illegality by awarding compensation at the rate of Rs.806.67 per sq. yard by treating measure of one marla as 30 sq. yards.

9. Shri P. S. Patwalia, learned senior counsel appearing for the respondent supported the impugned order and argued that the appellants cannot seek modification of the award because they had not challenged judgment dated 9.4.2001 by filing an appeal. Learned senior counsel submitted that even though the appellants had an option to challenge the determination made by the Additional District Judge, they did not file appeal under Section 54 of the Act and, therefore, they do not have the locus to contend that the measure of marla is less than 30 sq. yards.

10. We have considered the respective arguments. In our view, while deciding the objections filed under Section 47 CPC, the Additional District Judge did not have the jurisdiction to go into the legality or correctness of judgment dated 9.4.2001 by which compensation was awarded to the respondent on the premise that one marla is equivalent to 30 sq. yards. If the appellants felt aggrieved by judgment dated 9.4.2001 then they should have filed appeal under Section 54 of

the Act. Having failed to do that, the appellants cannot seek modification of the judgment by relying upon alleged measurement of the land for Anandpur Sahib which according to the appellants is different than the measurement of land in other areas.

11. In the result, the appeal is dismissed. The interim order passed by this Court on 13.8.2008 stands automatically vacated. The appellants shall pay the balance amount of compensation to the respondent within a period of three months by getting prepared a demand draft in her name from a nationalized bank.

.....J.
(G.S. SINGHVI)

.....J.
(V. GOPALA GOWDA)

New Delhi;
August 22, 2013.

JUDGMENT

SUPREME COURT OF INDIA



JUDGMENT