1844

ne

C

Award No. 1849 Name of Village. Name of Village..... Tatarpur.
Nature of Acquisition...Permanent.
Purpose of Acquisition...Planned Development of Delhi.

(3

tl

TI

In pursuance of notification No. F. 15(III)/59-LSG date 13th Nov. 1959 issued under the provisions of section 4 of te Land Acquisition Act, 1894, Land measuring 34070 acres situate in various villages around Delhi was notified for acquisition the planned Development of Delhi. Tatarpur village along with its area was also included in the aforesaid notification. Obje received u/s 5(a) were duly considered by the appropriate Government and on this a declaration u/s 6 was issued under authority of the Chief Commissioner, Delhi vide notification F.4(31)/63-L&H dated 14th June 1963 wherein the Collector of De was authorised to take order of acquisition in respect of the land measuring 403 bighas 19 bis. situated in village Tatar pur included in the notification ut7 of the Act. Notices u/s 9 and 10 of the Land Acquisition Act 1894 were issued to the know persons interested in the land under acquisition. The class compensation received in compliance with the notices are an in this award under separate heading 'Compnesation Claims". MEASUREMENT & CLASSIFICATION OF LAND.

(1) An area of 5 big. of Banjir Jadid land out of Kila No. 2511 of Rect. 13 has been withdrawn from the aforesaid notification No.F.4(31)/63-L&H dated 14.6.63 vide Deputy Housing Commissioner, Delhi Administration's letter No, F.4(31)/63. L&H dated 27.6.64. (2) The perusal of the revenue records has shown that In. No 5/3/2 and 5/3/1 of Rect. No. 25 are entered as G.M.Pits but at the spot there is a small house, Coal Depot, Dairy and Fodder Shop on the aforesaid Kh. Nos. It is reported that these structures ere at the spot prior to the issue of notification u/s 4 of the land Acquisition Act. 1894 i.e. 13.11.59. It has been suggested hat an area of 1 bighas 10 biswas under these Kh. Wos. be excluded rom this award for the time being. I have seen the spot. All the eve mentioned structures are of ordinary type and can easily be loved by the owners. I, there have, do not think it recessary exclude this area.

(3) The verification of the land in question was carried out with the entries in the records maintained by the Patwari Mahal.

The corrects area according to the revenue records comes to 401 big. 2 bis and the same has been taken for the purpose of acquisition in this case.

The details of interests, ownership, occupancy tenants and tenants-at-will held by the different persons interested in the land under Acquisition according to the entries in the revenue records are as follows:-

S.No. Name of Owners. Name of Field No. Area Classification according to entries in revenue recommon 13.11.59

1. 2 3 4 5 6

1. Ram Singh s/o Sada Ram s/o 12 2/2 1-4 B.Jaddid.

Baldev. Shiba r/o V. 3/4 0-7 Chani (0-5) G.M.

Tatarpur, free of rent on account of Apasdari.

B.Jaddid. Chani (0-5) G.M.

Chani (0-5) B.Jadid (1-4), G.M-Well (0-2)

2; Sada Ram s/o Self Cultiva- 12 8/1 0--7 Chahi (0-5) G.M-Well(0-2) (Fallen)

8/2 4-11 Chahi 13 4-16 Chahi 3/2 3--5 Chahi

Total 12-19

Chahi(12-17) G.M-Well (0-2)

2/1 Sada Ram s/o Self Cultiva- 12 18/1 8--9 B.Jadid. Shibba-49/69 tion. share.

Daulat Ram 3/0 Ganta Ram 20/69 share.

3. Beg Ram etc. Maharaja s/o 17 6/2 0-18 Rosli
owners 18 Net Ram r/o 24 7 4-16 Chahi
shares. V.Tatar pur 8/2 3--1 Chahi (2-18)
occupancy
tenent u/s

Beg Ram s/o
Ram Jas 3 shares
Sis Ram, Sher
Singh ss/o

Contd....3

O

```
Thana in equal shares
3 shares. Hookam Chanseles S/o Chotu, 2 shares, Kh.No. 24/13,17 lookam Chanseles S/o Chotu, 2 shares, Kh.No. 24/13,17 lookam Chanseles Singh, Ro. 24/13,17 look
         share, Yadu Ram, Bhagwana
Dass ss/o Kishan Lal in
           equal shares, 1 share Ram
Singh s/o Baldev, 1 share
           Sada Ram s/o Shida, 1 share Occupancy tenant
Pribhu Dayal, Khushal Singh u/s of 6 of Oct.
ss/o Singha in equal share 16 of 1887
                  1 share.
```

13/1 2--3 Chahi 6 of Act 16 of 1887 @ 12 annas 14/1 4-14 17/1 0-19 per bigha for 17/1 0-19 Kh.No. 24/13, 17 10/3/2 less than one bis. Chahi. Total 16-11 Chahi (15-10) G.M.well(0--3) (0-18)Rosli 17/11: Ram Sarup 3/0 24/3/1 0-11 Rosli.GM (0-9)(0-2)11 Sada Ram r/o V. Tatarpur, 4-17G. Rosli " Total 5--8 paying as rent 24 Rosli (5-6) G.M.(0-2)0-75 nP per bigh.

7u/s 6 of Act 16 of

```
Ram Chander, Ratti
Ram ss/o Tulta Ram
                                         4-16 Chahi
                               13 21
                                    14/2 1--4 B. Wadim
17/1 1-12
    r/o V. Tatarpur in equal share/occupa-
                                          5--1 Rosli
                                    19
    ncy tenents pays
                                          2--1
                                    20
                                                  Chahi
     only 0-63 nP per
                                          4-16
                                    23
                                    24/2 4-13Chahi(4-0)
G.M.Pit(0-13)
     bigha for Rect. No.
     13, Killa No. 14/2
17/1, 19, 21, &
Rect.No. 23,4,5,6
                                           4-16 Chahi
                                    24/1 0--3 G.M.well
     7,8,13,14,18,measuring 49 big. 14 bis.
                                           in working
                                              order.
     for remaining Batai 23
                                           4-16 Chahi
                                          4-16
     1/3.
                                          4-16
                                           4-16
                                            4-16
                                            4-16
                                        8
                                      13/14-16
                                   14/1 |3-11
15/1 3--5
18/1 - 2 - 3 . Chahi
                                            3--5 Rosli
                                           69-10
                                Total
```

hi(59-14) Rosli (10-7) B. Qaddim (2-16), G.M. Well(0-3) .Pits (0-13), Total G.M. (0-16)

> 11 4-16 Chahi 12 4-16 " 20 4-16 " (4-10) 23 Mahabir s/o Bhagwana, Brij Lal s/o Raja Ram B/o V.Tatarpur in equ-G.M.well(0-6) al shares occupancy tenants u/s 6 of Act 16 of 1887 21/1 2-10 Chahi 16/2 0--8 " paying 10 annas 8 pat 24 paying 10 annus part of the per bigha, Total Rs. 14/2/9 13 for Kh.No. 23/11, 12, 19 23 & 21. Rect.13 Kild.14/1 Total 22-4 for remaining Batai (Chamber of the paying 10 annus 14/1 3-13 Rosli 1 19/1 5-01 Chahi 23 Total (Chahi 22-1)(G.M.0-6) 1/3 share for 5 big.4bis. (Rosli 3-13) under Kh. No. 23/20 & 24/16/2

Grand Total = 119-12

mahi **95-1**) Reeli (20-4), B. Wadim (2-13) G.M. Well(0-12) G.M. Pits (0-13), G.M. (0.2)

te:- Land 22 big. 7 bis stands hyppoticated hypothicated against a sum of Ps. 1500/- as Taccavi loan for sinking a well on behalf of Mahabir & Brij Lal occupancy tenants.

Beg Ram s/o Ram Jas Self Possession.

0-11 B. Qaddim 13/2 13 Contd...4

4)

n

```
5. Khazan Singh, Raghunath Singh Self

ss/o Ranjit in equal ahares 2/3 possession.

share, Mange Ram xxo son and

Smt. Balu Matived Mate daughters

and Smt. Durgi wd/o Ram Parshad

all the four are in equal shares

1/3 share.
```

```
6. Mehr Chand s/o Bhulley
                                                      13/1 4--15 Rosli
                                     - do -
                                                  17
                                                            4--16 "
                                                      14
                                                      17/1 4--15 Chahi
                                                       13/1 1---5 "
                                                      25/1 3--13GXX."
                                                                  xkexx
                                                      19/1 0---7 *Kahi
                                                        G.M.Well(@x7)
                                                      19/2 4--14 Chahi
                                                                (-7)
                                                             4--16 Chahi
                                                                 (4-10)
                                                           G.M.well(0-6)
                                                      22/1 2--- 9 Chahi
22/1 2--- 5 "
33--15
```

Chahi (22-06) Rosli (10-16) G.M. (0-13)

```
7. Daya Mand Co-operative
                                   Self
                                                             4--16 hahi
                                                      15
   House Building Soceity Ltd. Possession.
                                                      16
                                                              4-16
                                 Cultivation.
                                                      20
                                                               4-10
                                                18
                                                     Total
8. Jagat Singh s/o Nethu
                                ---do---
                                                13
                                                      22
                                                             4--16 Chahi
                                                      23
                                                             4--16
                                                      24
                                                             4--16
                                                18
                                                      1
                                                             4--16
                                                      2
                                                             4--16
                                                                           打造
                                                      3
                                                             4--16 "
                                                      4
                                                             4--16 "
                                                             2---0 "chali
4---9 "(4-4)
                                                               G.M.well(
                                                                (0-5)
                                                             4--16 Chahi
                                                              3--17
                                                      10/1
                                         Total
                                                            48--14
```

Chahi (48-9) G.W. Well (0-5)

Note:- Land measuring 27-big. 17 bis under No. 18, KillaNo.
1, 2, 3, 4, 9, 10/1 stands hypothecated in favour
of Govt. against Taqavi Loan of 1500/- for sinking a well.

18 24 H-16 Chuhi 9. Ram Chander, Tara Chand Self Hargian Singh, Atar Singh Cultivation. ss/o Lal Singh in equal 12 4--16 Chahi 13/1 2--18 " shares. 17/2 2--19 Rosli 4--16 Chahi (4-10)G.M.well(0-6) 4--16 Chahi G.M. Pils 0-2. 23 10/2 1--- Rosli 11 4--16 4--11 Chahi 2/1 25 3/1 4---5 " 4/1 2---1 Rosli

4/2 0--1 Total 41--15

```
Chahi (30-10), Rosli (10-17) G.M.well (0-6), G.M.pits(0-2)
Land measuring 20-9 under Kh.No. 25/2/3/1, 4/1, /18/8, 18/1, 23 stands hypothecated in favour of Govt. against Rs. 1500/- Taqavi
loan for well.
10. Magi Suddin s/o, Nafigdin Masisudal8
                                                                 16/2/1 1--8 G.M.Pits.
                                                                             2--3G.M.pits(1-15
                                                 Vendor
                                                                   25/1
11. Azizudin Raga Kanen Singh
                                                                            G.M. Jhopri (0-8)
                                               Major
     s/o Kalyan Singh Sikh in
                                            Dhian Singh 25 5/3/1 0--17 G.M.pits.
     equal shares.
                                             s/o Bheja
     Malkun Kabja
                                            Singh r/o
                                            Babu Gunj,
                                            Agra Cantt
                                            Vendee in
                                            self posse-
                                            ssion(of
                                        vendee)
                                                                                  1--1 G.M. Pits.
2--14 (0-2)
                                                                18 16/2/2
           --do --
                                        In possession
 XX.
                                        of KanalaSingh
                                                                       24/2
                                                                                  G.M.pits(2-12)
                                        Malik Kabja.
                                        Selfx Caltivation 25 5/3/2 0-13 G.M. Pits
          -- do--
                                                                  Total
       B.M. (8-6) G.M. Jhopri (0-10)
                                                                           4--0 Chahi
                                                         9
                                                                 22
 12 Bhanwar Singh s/o Self
                                                                 17/1
                                                                           4--8 B. Jadid. 2-17 "
                                  Cultivation.
     lamrau.
                                                                 18
                                                                           4-16 "
                                                                 23
                                                                 24
                                                                            4-16 "
                                                                 2/1
                                                                            2--1 Chahi
                                                         12
                                                                           0--7 "
                                                                 3/3
                                                                          1-16 B. Qaddim
3-07 B. Jaddid
0--3 G.M.well
                                                                 21/1
                                                          13
                                                                 25/1//
                                                          30
                                                     Total
                                                                           28-15
 arup s/o 17 ·7 4-16 Chahi
Sada Ram, r/o V. 8 4-16 "
Tarapur, occupancy24 3/2 4--6 Rosli
tenent, u/s 6 of Total- 13--18

Mange Ram son, Smt.Balu paying 0-69 nP per
vati, Ved Vati daughters bigha.
Smt. Durgi wd/o Ram Par-
sad all fotoganequal snares
in 1/24 shares.
 Chahi (6-8) B. Jaddid (20-4), B. Qaddim (1-16), G.M. well (0-3)
  sad all for ahequal snares Maharaja s/o 17 in 1/24 shares. Mehr Chand Net Ram f/o s/o Bhulley, 1/8, Tej Ram Tatarpur, Occus/o Chhanga 1/16, Munshi s/o pancy tenant Changa, 1/16, Balwant Singh m/s 6 of Act s/o Ram Saran 1/8, Net Ram 16, 1887 paying s/o Khushi Ram 1/4, Jagat 0-69 NP per big. Singh s/o Nathu 1/12, Ram 18 2.46.
                                                                        6/1 3--16 Rosli.
  Chander, Tara Chand, Har Gian 2.46.
   Singh equalxxharesxx/12xx
   xxxo Attar Singh ss/o Lal
   1/12
```

Total (17-14) Chahi (9-12) Rosli (8-2)

14. Beg Ram etc. owners as followsxx

Contd....6

Ram s/o Ramjas 1/2, Khazan

sh, Raghunath Singh ss/o

njit in equal shares 1/24

Mange Ram søn Smt.Bala Vati

Vati daughters and Smt.Durgi

Ram Parshad. All four in

shares. 1/48. Tej Ram s/o

nga, 1/32, Mehr Chand s/o

lley, 1/16, Munshi s/o Changa

Balwant Singh s/o Ram Saran

Net Ram s/o Kushi Ram 1/8,

at Singh s/o Nathu 1/24, Ram

nder, Tara Chand, Hargian Singhçu nder, Tara Chand, Hargian Singhçupancy tenant ar Singh ss/o Lal Singh in equal u/s 6 of Act res 1/24, Bhanwar Singh s/o 1/24-

Maharaja s/o Net Ram B/o V. Tatar pur 16, 1887 pay-ing 1/3 share of produce.

paying 1/3 of produce.

24 9/1/1 2--15 Chah 9/2/1 0--18 " 10/2/1 0---2 " Total

Ram Sarup s/o Sada 19 21/3 0--7 Rosli Ram **2**/o V. Taratpur 24 2 4-16 " occupancy tenent %6Total

aff 16 of 1887 paying 1/3 share of
produce 4-16 " produce.

Mahabir s/o Bhagwana 24 16/1/1/ 3--11 Chah Brij Lal s/o Raja Ram, r/o V. Tatarpur occupancy tenents u/s 6 of act 16 of 1887 paying 1/3 share of produce. an equal shares. Ram Chander, Ratti 14
Ram ss/o Tula Ram
EB/o V.Tatarpur in 17
equal shares occu-25 3--14 Rosli 24/2 1---3 " 3/2 2--10Chahi equal shares occu-pancy tenents u/s 6 of Act 16 of 1887 4--17Chahi (4--16) 4

G.M.Pits(0-1) 4--14 Chahi

Total= 29 bigha 7 bis.

(19/6), Rosli (10-0), G.M. (0-1-)

Ram etc. owners as below:

m s/o Ramjas 1/6 Hookam Ram Sarup s/o
s/o Chotu 1/18, Nand Sada Ram r/o hagwana ss/o Lakhi Ram V. Tatarpur al shares 1/9 Sohan Lal, occupancy Tenent ingh, Murari Lal ss/o u/s 6 of Act 16 in equal shares 1/36 1887. Ram Chander, Ratti Ram ss/o in equal shares 1/36 in s/o Barte, 1/36, Bhagwana Dass ss/o Lal in equal shares m Singh sto Baldev Ada Ram s/o Shibba, rabhu Dayal, Khushal s/o Singha in equal 1/36 Khazan Singh, th Singh ss/o Ranjit 1 shares 1/24, Sh. am son Smt. Bala led Vati daughter Durgi wd/o Ram Traxform all four l share. 1/48 and s/o Bhulley, 1/16 s/o Change 1/32,

19 22/3 1--8 Rosli 4--9 Rosli 24 (4-3)G.M. Kacha well (0-6)10/1/1 0--8 Chahi Tula Ram r/o V. Total 6--5 Tatarpur, in equal snares, Chahi(0-8) Rosli(5-11) u/s 6 of Act 1887 G.M.(0-6) paying 0-67 nP. . x. 17 0-13 Chahi 3/1 5--5 Chahi 9 per bigha. 12/1 3-10 3-10 Rosli

Chahi (5-18) Rosli (3-10)

Total

hi s/o Changa 1/32 ant Singh s/o Ram Saran,
Ram s/o Khushi Ram 1/8,
S/o Khushi Ram, Jagat
n s/o Nathu, 1/24, Ram
der, Tara Chand, Har Gian
n, Attar Singh ss/o Lal
n, in equal shares 1/24
diameter, Bhawar Singh s/o
Singh 1/24

Chahi (6-6) Rosli(9-1) G.M.well (0-6)

Qadim.

I:

Shamlat Deh, Hasab Besad Rakba Khewat Kh ot Net Ram s/o Khushi as per Khewat No. 50.

Jagan Nath s/o Ram 13 15/1 0-18 B. Saran 1/2 share, Jagdish Pershad son, Smt. Kailash vati d/o
Badri Math 1/2 share
(1 share) Om Parkash
son. Smt. Santosh, Jilo, Omi, Risalo daughter, Smt. Birhma Devi wd/oNegi all in equal shares 1/2. Smt. Sudhi wd/o Balmukand 1/2 Share in (1 share) Smt. Bhagwati dangheer of Bhama Harbans s/o Ram Parshad in equal shares 1/2 share, Yad Ram, Bhagwan Dass, Remeshawar s/o Dharmi in equal share 1/4 Dharmi in equal share 1/4
share Ude Bhan Om Parkash
ss/o Jug Lal in equal
share Mmx.1/4 (1 share)
Smt. Kishan Devi, Devki
duaghters of Chadent Bhan
in equal share 1/2, Smt.
Jharian wd/o Rithu Dayal
1/2 share (in 1 share) all
r/o Naraina, at will on
occupant of Dholi free of Rent.
account

Mukbuja

Malkan

d Ram s/o Kakhi Ram Tatar Pur..1/4 share

Singh s/o Badlu r/o Pur Raya..1/4 Share.

s/o Bhola r/o hrapur...1/4 share

Singh s/o Lakhi Ram b. 27, Banglow Road, Magar, S. Mandi, Delhi.1/4 share.

t Dehm Hasab-ulResad Sharai Aam

26 0---4 14 G.M.Rasta 22 0--7

13 13/1

13/1 2--8 B. Qaddim 17/2 3--5 "

4-16

Deh, Hasab -Ul-Rasad

Jagat Nath s/o Ram Jagat Nath s/o Ram
Saran 1/2 share
Jagdish Parsad son
Smt. Tailash Vati
daughter of Badri
Nath 1/2 share in
(1 share) Om Parkash
som Smt. Santosh Jito
Risalo, Omi daughters
Smt. Birhma Devi, wd/o

Neki all ame in equal 30 3 0-6 G.M. shares 1/2 share Smt. Sadhi wd/oBalmukand 1/2 share (1 share). Smt. Bhag-wanti daughter of Dharma
Harbans s/o Ram Parshad in
equal share 1/2 share, Ydd Ram, Bhagwan Dass, Remeshwar Ss/o harmi in equal share 1/24 share, Ude Bhan Om Parkash ss/o Jug Lal in equal shares 1/4
share (1 share) Smt. Kishan
Devi, Devki daughters of Chander
Than in equal share 1/2 share
Smt. Jhadian wd/o Pirbhu Dayal 1/2 share (1 share) Tenents at will.

> Total 11--6

Well

(addim (10-9); G.M.Rasta (0-11); G.M-Well (0-6)

Mehr Chand s/o Baulley Self Cultivation 22/2 2--7 Chahi

--do--

Ram Chander, TaraChand Hargian, Attar Singh ss/o Lal Singh in equal shares.

21/1 1--5 B.Jaddid 19

46 shares as below:

shares in 583 shares . Maryam Ulinsa, Smt. athulnisa d/p Karim mres Mohd. Hussain, Mohmd sain ss/o Badardin in Lal shares 7 shares, Smt. d Ul Zisa d/o Badaruddin shares r/o Chatta Jon shares r/o Chatta Jam er Khan. shares in 2 shares.

zan Singh, Raghunath th, ss/o Ranjit in tal share 2/3 shares Mange Ram son Smt. Vati, Ved Vati share. hters and Smt. Durgi
Ram Parshad 1/3 shares Ram Chander, Ratti 16
qual shares 1 Mehr Ram s/o Tula Ram
nd s/o Balley 1 shares r/o V.Tatar Pur in
Ram 1/0 Changa 1 shares equal shares, Occuhi s/o Changa 1 shares pancy tenents u/s 6 of
ant Singh s/o Ram Saran Act, 16 of 1887 paying
ares, Jagat Singh s/o athu 1/3 shares length
ares, Ram Chander Tara Chand,
Gian Singh i Attar Singh
Lal Singh in equal shares
are, Banwar Singh s/o Umrao
ares. Beg Ram s/o Ramjas, 1/2,
Ram, Sher Singh, ss/o Thana
are, Banwar 1/6, Hookam
as/o Chettu 1/9, Nand Ram,
ana ss/o Lakhi Ram in equal
s 2/9

Maharaja s/o 24 8/1 1--16 Chahi Net Ram r/o Tatarpur Occupancy tenent u/s 64Act 16 of /887

Ram Sarup s/o 19 22/2 1--4 Rosli Sada Ram r/o V. 23/2 4--1 Rosli Tatar pur Occu-pancy tenent u/s 6 of Act 16 of 1887 paying 1/3

16

Total = 8 bighas 7 biswas. Area Chahi (1-16) Rosli (6-1).

1= 394 big. & bis. Chahi(1-16) Rosli (6-11) Chahi (267-3) Rosli (75.11) B.Jadid (26-2) B.Wadim (1717-0) G.M- (13-0)

15/1 1--6 Rosli

n

mi

10

Notices were issued u/s 9 and 10 of the Land Acquisition Act, to the persons interested in the land under acquisition at last known addresses. They were also given sufficient oppory to file documentary evidence in support of their claims. In response to the said notices persons interested filed their s demanding compensation ranging from B. 10/- to B. 100/- on that the land under acquisition is Surrounded by Colonies on three rounds/sides, that a major portion of the land in question is ted on the main Delni Najafgarh Road where all amentities of are available, that the market rate at the time of notificau/s 4 of the Act was to the tune of Rs. 39/- per sq. yd. that evelopment authorities themselves sold plots in aution, which ituated either opposite to the land under acquisition very to it, at therate of %. 86/- per sq. yd and that too on leasebasis while the land under acquisition is free hold one, the entire land is levelled and has a great potential value that a major portion of the land in question is a developednt

and as such it is fit for building purposes. The details of the chaim and theevidence produced in support

nesaid claimsare as flollows:-

Field No. of

13

Total = 28-6.

Brief detáils of claim

Documentary proof produced in support of the claim

Singh 22, 17/1, 18 He has filed two claims 23 & 24 of ao

Rect. 9,3/1 @ R. 65/- per sq.yd He
3/3 & 21/1 has stated that he agrof Rec. 12 eed to sell the land in
25/1 and question @ R. 8/- per Sq. 30/2 of Rect.yd. much prior to the notification u/s 4 of 6

the prominent House Bldg., 2. Copy of saledded, it appears that he sold respect of 4-8 bis out 270 sq. yds of land of land under Kh. No.

se of land under Kh.No. sale transactions 21/1 of Rect.No. 12 where were made in favour he is running a shop for of prominent House the last 15 years. He also Bldg. Society. asserts that the land in question is developed land and is known as Rajori Garden Extention.

1. copy of salede demanding compensation dated 29.5.61 whide goes to show that land measuring 2.1 out of the landunde, acquisition i,e,Kh.
No. 18 was sold for
Rs. 22984/-

Contd....1D

Sada Ram 8/2, 8/1, s/oShiba 18/1,13

of Rect.No. 12. Total

He too has filed two claims He says that he agreed to sell his land measuring 12-14 referred to in Col.3 to one Shri Pirthi Pal Singh 12-14. 3/2, one Shri Pirthi Pal Singh 8/1 of Rect. s/o Nidan Singh for a sum No. 12. Measu-of %. 65500/- which was laring 5-5 bis. ter on enhanced to 70375/Total= 17 big. and that Shri Pirti Pal
19 bis. Singh incurred a sum of R.

20,000/- on its development for which the said Pirthi Pal Singh is entitled to receive uring 12-14 bis. compensation @ Rs. 7/- per Sq. and 5-5 bis will yd. He has request that the remain disputed claimant and the other property till Shai Pinti claiment and the other properi-till Shri Pirti tors Shri Pirthi Pal Singh Pal Singh & Sada are entitled to get compensation @ Rs. 29/- per sq. yd. As mutations are sanc. 12/8/1, he has stated that he transferred this land by means of sale deed to a state of the means of sale deed to one +Shri Kishan Chand Sharma s/o Shri Buta Ram in consideration of a sum of 8. 26460/on 3.8.59 and that he is no more owner of the said Kh.No.

Copy of sale deed n registered on 3.8.59 which goes to show that 5-5-of land in quetion was sold to Shri Kishan(Nath) as detailed in the claim for a sum of %. 26460/- compensation in res- 'a pect of land meas-Pal Singh & Sada Ra.

ender Nath 3/2,8/1 He has xxixxX claimed Rs. rlokiNath 8/2, & 13200/- for 1000 sq. yds.
13 of of land out of Kh.No. Rect.12 mensioned in Co. 3. measuring 17-19 bis.

Copy of sale deed registered on ne 6.8.59 which goes to show that Shri Kishan Chand Sharms sold out the land in question to Shri Narender Math out of the land under acquisition for %. 12000/- The compensation is held to be disputed till decision of the mutation in favour of Narander Nath.

Pal Singh 12/8/2, He has cdaimed Rs. 107300/han Singh 12/8/1, for his interest in theland 12/18/1Besides the amount payable & 12/13to Shri Sada Ram s/o Sitpa. measur- He has stated that he entered tention. into an agreement with Shri Sada Ram to purchase this land for a sum of Rs. 70350/- for thepurpose of developing the same into a residential colony and paid %. 5000/- as an advance to Shri Sada Rand. ding the said colony he alleged to have paid of plans etc. to the Archt. In the plans were preparation of plans were preparation of the said colony that the plans were preparation of the said colony plans etc. to the Archt. In the plans were preparation of the said colony plan to show that the plans were preparation of the said colony plan to show that the plans were preparation of the said colony plan to show that the plans were preparation of the said colony plan to show that the plans were preparation of the said colony plan to show that the plans were preparation of the said colony plan to show that the plans were preparation of the said colony plan to show that the plans were preparation of the said colony plan to show that the plans were preparation of the said colony plan to show that the plans were preparation of the said colony plan to show that the plans were preparation of the said colony plan to show that the plans were preparation of the said colony plan to show that the plans were preparation of the said colony plan to show that the plans were preparation of the said colony plan to show that the plans were preparation the said colony plan to show that the plan to show that the plan to show the said colony plan to show that the plan to show the said colony plan the said colony plan to show the said colony plan to sh this way he says that he is entitled to get a sum of B. 7/- per sq. yd. as develop-ment charges over and above the cost of land. He has

One copy of lay out plan of the land under the name of Rajori Garden Ex-2. Annexure A to the Plan. 3. Annexure B to the the plans were prepared and submitted to the Municipal Corporation of Delhi. Annexure A- letter further stated that a similar goes to show that the

Dass Choudhary s/o Shantter Dass to Shri Bhutta Singh Garden Extention can for S. 32/- per sy. yd. and be given final approa similar plot No. J-3/10 val by the standing was sold by Shri haman Lal Committee provided at S. 32/- per sq. yd. 5 copies of service

layout plan of Rajori plans are submitted to office of M.C.D.

Annexure B- to show that the standing Committee agreed to approve theplan with the conditions of sowers and road for connecting the same with main 1 d road. 6. copy of letter addressed to the Special Engineer saying that the claimant has no objection to laying the sewersage in the land with cle mr understanding that these drains could be used by the claimant in his colony also 7. Copy of sale deed in respect of sale of land measurmant 8 sq. yds out of Rect.No Kh.No. 18/1, for a sum of Rs-164/8- 8. copy of saledeed in respect of plot No. 10 Block J- 3 measuring 200 Sq. Yds. situated in Rajori Garden bought by Shri Chaman Lal for & S. 6400/- @ S. 38/- per sq. yd. vide registered saledeed dated 24-11-59 sale . 9. copy of registered deed dated 9-11. 59 from a persual of which it appears that Shri Ishwar Dass s/o Sh. Shankar Dass sold plo No. 81 of J-3 measuring 160 s yds in Rajori Garden for a su of Rs. 5000/- i.e. at the rate of Rs. 31-5 NP.

They have demanded Prominent 9/18 use Bldg., 9/17/1, compensation @ Bs. ciety Ltd. 12/3/2 60/- per sq. yd. + rough Shri 15% on account of N.Sahni. compulsory acquisition cost.

1. Copy of registered saledeeq dated 16.8.61 which goes to show that Shri Kishan Chand s/o Butta Ram sold 3-5 Bis. under Killa No. 3/2, of rect. No. 12 for a sum of Rs. 33579/i.e. Rs. 10.25 per sq. yd. 2. copy of saledeed dated 29.5.61 between Bhanwar Singh and the Prominent House Bldg. Society Itd. in respect of land under acquisition for a sum of %. 22, 984/+

L 3

Beg Ram Ramijas.

He has come forward saying that according to the entries of Misale-Hakigat of 1880, the occupancy tenants who paid land revenue only were entitled to receive half the conpensation were entitled to get 2/3 of produced in theremaining land and had no right of selling the land in their cultivation and that they had also right to 6ut the trees. He has demanded compensation @ B. 80/-Contd....14 to 90/- per sq. yd.

on

10

7 h

d

in e

LC

组

- 13 -

am Chand Chettu	Same a	s in	S.No.		No file	documentary d.	evidenc	е
vant Singh Ram Saran	- d	0 -				do		
shal Singh Singh Ram	- de	0 -				do		
a Ram s/o bba	- d	o -		- 1		do		
gat Singh o Nathu	- d	0 -				do		
nga Ram s/o Parshad, Balla i, Vido Devi d/o parshad through a Ram		0 -				do		
agwan Dass s/o shan Lal	- d	0 -			-	do		
s Ram, Saher gh Ss/o, Thana ough Shar Singh		do -				do		
m Singh s/o Balo	iev - d	0 -				do		
anwar Singh s/o	- d	o -				do		
abu Dayal s/o wh Ram	- d	0 -				do		/
an Nath, 13/10/ Ram Saran 30/3 Jadgish ad s/o I Nath	/1, They compe 50/-	nati	e clain on @ Rs. sq. yd.		bee hav whe opp 86/ per	ducumentary n filed by to e however st n Delhi Dey osite the la - per \$q. yo feetly justi ion @ Bs. 50/	them. The cated the Author and at a late they fied co	ey at ity mpen-
Ram s/o nga	а Не	has	demande	ed com-	-No	documentary	proof h	as

Ram s/nga He has demanded com-No documentary proof has pensation on the same been filed.

basis asdemanded by Beg
Ram, Hukan Chand &
Balwant Singh.

ars of Shamlat They has claimed compensation ourgh Prab hu for the land owned by Shamlat Deh Sohan Lal, Sher keeping in view that the land is - do - Murari Lal, Yod in Municipal Corporation of Delhi wookan Chand, Ram and is selling @ Rs. 80/- or Rs. 90/- Munshi Ram, Attat per sq. yd. Ram Chander, Joti Balwant Singh, Het leg Ram, Khushal Jugal Singh, Sada tta Ram, Khazan wange Ram, Raghunath Singh.

Ram s/o Bharta.

Same as at Sl.No. 5

1. Nand Ram and Bhagwana ss/o

1/9 share in Kh. No. Rect. 17/6/2

They have claimed compensation No. Rect. 17/6/2
Rec. 24/7,8/2,13/1,
14/1, 17/1, 10/3/1,
3/1 & 4 13/21,14/2,
14/1,19&20,20/23,24/
2,25,24/1,23/3,4,5,
6,7,8,13/1,14/1,15/
1,18/1,11,12,19/2,20
21/1,26/16/2,13/12/1
19/22/3,24/1/1,10/1/1
12,3/1m9,12/1,24/8/1,
19/22/2,23/2 & 16/15/1

Rec. 24/7,8/2,13/1,
2/3 share from occupancy tenent,
whereas they are getting
2/3 share from occupancy tenent,
penditure on sheme etc. so 2/3
of compensation be paid to them,
and 1/3 share to the occupancy
tenent. They have further stated
that there is some land held by
occupancy tenants of which they
only pay land revenue and as suc
half share of comepsnation
should be paid to the occupancy @ Rs. 50/- per sq- yd. and have 2/3 share from occupancy tenent in whereas they are incurring expenditure on sheme etc. so 2/3 i of compensation be paid to them, should be paid to the occupancy 1

2. Nand Ram s/o Devi Rams/o singh s/o Lakhi.

Lakhi Ram, Dalip No. 13. Total=10-9 bis. B. 80/- per sq.yd.

Have claimed compensation @

Khazan Singh, aghunath Singh, s/o Ranjit Singh

Mehr Chand s/o Bulley

Munshi s/o Changa

Yad Ram s/o Mishan Lal

ohan Lal, lla Singh, rari Lal ss/o

Ram Chander, ra Chand, Hargian, tar Singh ss/o Lal Ingh.

m Chander, Tara Hargian, Attar ss/o Lal Singh

Same as on No. 5

6- do-

- do -

- do -

do -

43 big. claimed compensation al 13. 50/- per sq.yd for the land and Ns. 3000/- as compensation for a well sunk in the said land. They have further stated that in the notice the land has been mention. area of land has been mention-ed as 41-15 biswas while an area of 1-5 biswas whileken are in respect of Khasra No. 19/21 has not been included which should now be corrected. They have also stated that they agreed to sell some of their land to xxxx M/s.Daya Nand House Bldg. Society (P) Ltd., and received an advance of a sum of &. 15000/-. They have requested that this amount be paid to the above mention-

Khasra No. 19/21
bearing 1-5
has already been included.

me

1 拉

on

hazan Singh math Singh, Ranjit.

Net Ram s/o hiRam

- do -

Same as on Sl.No.5

Ram Chander, Ram Sarup
gian Ratti Ram, Attar
h, Khazan Singh, Bhanwari
h, Fina Jugat Singh, Ram
der, Balwant, Raghunath
h, Munshi Ram, Tara Chand,
Ram, Mahabir Singh, Yad
Hookan Chand, Khusal
h, Brij Lal, Ram Singh,
m Lal, Dalip, Jugat Singh,
l Ram, Maharaja Sada Ram,
li Lal, Mehar Chand, Sher
h, Mange Ram, Sis Ram, Data
Tej Ram, Prabhu Dial,
a Singh, Beg Ram.

Have claimed compensation @ Rs. 30/-per sq. yd.in respect of the land owned by them.

a) copy of registered saledeed No. 5249 dated 7.8.58 executed by M/s D.L.F. House & construction Ltd., in favour of Shri Ram Sahai for 8. 5700/- for the cost of a plot measuring 200 sq. b) Copy of registered sale deed No. 4666 dated 6.8.59 deexected by Shri K.C.Sharma in favour of Shri Narindra e Nath for No. 12000/- for ee--st of land measuring 1000 sq. yds. c) Copy of press report published in 'Stateman' dated 21.10.63 to show that the Govt.leased out land adjacent to this land @ Rs. 85%- per sq. yd. d) Copy of agreement dated! 28.9.62 wherein the owners occupancy tenant agree to sell the land on the following conditions:(i) Owners will get 6/16 and occupancy tenantsm. 10/16 out of sale price. The price of land and well was decided @ Ps. 6/- per ac sq. yd. and Rs. 1500/- respectively. This land I isheld by Shri Ram Chandent Patti Ram occurrence. Ratti Ram occupancy tenants.

Prem Nath Chadha'

The Society has 1) Copy of agreement dt.

operative Hous-115+16 claimed the com-20.2.1962 between the

g Bulding Society of Rect. pensation @ Rs. Society and Sh.Mahar Chand

d.New Delhi.throu! No.17

Prem Nath Chadha and

for this sq. yd.for purchase of land contains and No.17 10/- per sq. yd.for purchase of land 29 and for this land big. 3 bis. u/s rect.No. Kila No. and Ps. 40, 149-99 P18 Killa No. 19 & 21 Rect. various land owners.

Contd...17

through agreement of sales may be declared as charge on the compensation to be awarded to:-Sh. Beg Ram s/o Ramjas 3620--40 "Sis Ram & Sher Singh Ss/o Thana. " Hukam Chand s/o 1808--75 Chotta Ram 1293--05 Nand Ram s/o Lakhi Ram 2586--11 "Sohan Lal JillaSinghand"
"Murari Lal SS/o Chhajo 632--78 " Data Ram s/o Bharta
" Yad Ram Bhagwan Dass
ss/o Kishan Lal 632--73 " Ram Singh s/o Baldev 632--76" Prabhu Dayal, Kehar Singh, Khushal Singh ss/o Singha 632---76 Sada Ram s/o Shiba 632--78 Khayan Singh, Ram Prashad, Raghu Nath ss/o Ranjit. 568-12 Mehar chand s/o Ball& Ram. 568-12 Tej Ram s/o Changa. 299-54 Ram Saran s/oKhundoo 599-08 Munshi Ram s/o Chhan 299-54 Net Ram s/o Khushi Ram 1074-38 Shadi Ram, Jagat Si Singh ss/o Natha 378-74 Lal Singh s/o JagRam 378-76 " Bhanwar Singh s/o Unroo 378-74 " Mehar Chand s/o Balk 7500-00/ M/s Ram Chander, Hargian -gian Singh, Tara 1500-00 ~ chand, Attar Singh ss/o Late Lal Singh for the land entered in the agreements and now under acquisition in the present scheme.

The society adduced the above claim by addending this claim on 30/12/63 alongwith seven documents in support of the same. The In this claim the society has stated that this land was a part of Rajouri Gardeownership rights. Ro. en extension where the land was valued at R. 36 to 40/- per sq. yd. They had sent up a claim of Rs. 10/per sq. yd regarding the same as to be most reasonable afterne deducing the development of this colony. The society spent is. 5.50 per sq. yd as cost including the brokerage etc. counting the interest recovered on the amount spends by the society on the land they have calculated the cost as47/- per

2) Copy of agreement dated 19.2.62 between the society Ram Chand Hargian Singh nPTara Chand and Attar ! Singh ss/o Lal Singh for purchase of 42 big. 18 bis. out of Rect.No. 25. at the rate of R. 5/- per sq.yd exclusive of other expenses to be lesse by the society B. 15000/- was advan-h ced to the owners of land. 3) Copy of agreement dated 12.11.60 betwee Beg Ram etc. owners Society for purchan se of 8. 2000/- per big. from Rect. No. 17, 19 and 24 for the ownership rights of land being in possession of occupancy tenants for a sum of Ps. 31400/-. Ps. 1500/4-11 was paid as advanced towards. cost of land This was exlaims of all expenses which were to be borne by the society. 4) Copy of agreement dated 12.11.60 between the society and Sh. Khazan Singh etc. for purchase of land (6-12:1 in possession of occupancy Tenants for Ps. 9900/- for ownership rights. S. 495/were advanced in this transaction to be executed by 15.5.61. 5) Similar agreement Total Ps. 40149-99 dated 12.11.60 for purchase of land in possession of occupancy tenants at rate of Ps. 2000/- per bigh for a sum of Ps. 58000/ at the rate of Ps. 2 2000/- per bigha for 2935/- were advanced transection to be xm executed by 15.5.61 9 6) copy of similar agreeent dated 12.11.6 for purchase of land in possession of occupancy tenants for a sum of %. 40900/- where in Rs. 2045/- were advanced, transaction to the executed by 15.5.

Contd...18

They have claimed %. 10/- 7. Copy of similar per sq. yd. for its pro- agreement of dated tentiality and solitium etc.

7. Copy of similar agreement of dated 12.11.1960 for purchase of land in

possession of occupancy tenent at a rate of %. 2000/- per big. for a sum of %. 2,12,100/wherein a sum of %. 10,605/- was advanced, sale transaction to be executed by 15,561 otherwise the amount for field and agreement invalid.

on

ad

18

11

100

8) copy of agreement dated 29.4.60 between the society and Sh. Hari Chand Jain for purchase of land 100 bighas in the basis of agreement dt. 6.11.59 already executed at the rate of 5.75 for sq. yd. Ps. 10,000/- were paid as earnest money.

9) Copy of agreement dated 214.60 between the society and Sh. Ganesh Dass Behl for getting the land from H.C. Jais and the society will pay commission to Ganesh Dass Behl for that purpose at one percent %. 5000/- was acknowledge to have been paid to Sh. Ganesh Dass as detailed in this agreement.

10) Copy of agreement dated
6.11.59 between the society
and Sh. Hari Chand Jain for
purchase of land at 5.62 NP
per sq. yd. for including the
servey and getting the plass
sanctioned from the M.Corporation of Delhi for a residential colony. S. 5000/- were
paid as advance. In addition
to above the society shall
give 5000 sq. yd. of Develo-ped land to Hari Chand as
gift for getting the plan
sanctioned. It will be given
to you. It will be given
to you of development of 200
bighas in the Northern side
of Najafgarh Read.

11) This is a copy of receipt for payment of commission fee of %. 4441/35 nP- to Sh. Hari Chand Jain and sons.

12) A copy of saledeed dated.
15.12.60 between the claiment society and Sh. Meher Chand s/o Balle for the purchase

of 14 bigs 2 bis. of land of V. Tatar PUr khasra No. 17/15 & 16, 18/20 @ No. 5/per sq. yd.

on

ld

19

ın

In

rc

3]

力意

34. Ram Swarup 35 big. Rs. 30/- per sq. yd He says that he is in occu-s/o Sada Ram, 19 bis. and Rs. 2000/- each pancy tenant and was paying a nominal rent to the owners

and that the may be paid full compensation as he was paying the land revenue to the land owners after deducting 20 tross of land revenue which is being paid by him to the land owners, compensation of well, he is entitled to get full compensation.

35. Jagat Singh 50 big. Rs. 30/- per sq. yd He says that he is the sold included Rs. 2000/-towards owners of the land with no well well

8. Maharaja s/025-18 Has claimed Rs. 30%- He says that he is an occuet Ram, occu- bis. per sq. yd.+Rs.2000/-pancy tenant and enjoys
ancy tenant. includ- towards the cost of full produce paying a nomice
ing pacca well as occu- -nal share from the land. He requests that full compensation after deducting 20 tress of land revenue be paid to him.

. Ram Chnadest, 108 tti Ram ss/o bis. La Ram occu- incl includ. mcy tenant. ing well.

- do - d o -

Brij Lal s/o Ja Ram and 29-11 Labir Singh biswas. Bhagwana, includunancy ing well.

Same as above. In addition to the above he says that he may be paid cost of 35 trees in his land.

- do -

Mahor Dhian 5 big. He has submitted three the s/o S. 6 bis. claims. In one of his claim he has demanded 3346, Mir Nagar, Dalhi.

claim he has demanded compensation @ Rs. 100/per sq. yd. while in the other he has claimed Rs. 3,56,125/- for the land and has also requested that 3/4 of the land be released for the Nursing Home which he wants to construct as there is no sach hospital in the locality.

He has referred to the collowing documents and has mentioned that the evidence produced by the residents of Tatar Pur may be read in his case also. 1) saledeed No. 5249 registered on 7.8.58 executed by M/S D.L.F. Housing & Construction Ltd. infavour of Ram Sahay for %. 5700/- for cost of a plot of 200 sq. yds. 2) saledeed No. 4666 registered on 6.8.59 executed by Shri K.C. Sharma in favour of Shr Marindra Nath for %. 12000/- for a plot measuring 1000 sq. yds. 3. Receipt No 77524 dt.

Contd...20

20.10.63 in respect of earnest money Es. 4375/- on account of cost of 200 sq. yds. for 3. 17500/- sold i auction by Delhi Development Authority. 4) Plot No. J7/80 sold @ Ps. 100/- per sq. yd.

1. Smt. Lajwanti 400 sq. Hasclaimed Rs. 70, In support of her claim she /o Gopi Chand yds. 000/- for the land has produced the following:from Kh. and has stated 1) Affidavit of Santokh Singh

500/- on trees.

No. 18/25that she spent saying that he was paid &.

No. 18/25that she spent saying that he was paid &.

Development of the and pits in the land under land and R. 500/- acquisition & receipt for the a hand pump and R. same.

2) An estimate prepared by an overseer in respect of the house of the claimant in 400 sq. yds amounting to 8. 2,61, 778.50 nP. The claimant has neither mentioned the date on which the house was built nor has produced any documentary proof to show that it was built before the notification w/s 4 of the Act.

Kahan Singh Khs. No. He has claimed 1 Khs.No. He has claimed 1- Certified copy of saledeed 18/16/2/2 compensation @ Rs.No. 5249 dated 14.7.58 in res-25/2, 100/- per sq. yds.pect of 200 sq. yds. for a sum. 25/5/3/2 on the grounds al- of Rs. 5700/- @ Rs. 25-50/8q.yd Kalyan (4 big.8 bis) ready discussed above & the fact that he spend %. 30,000/- for filling the land and 2.Copy of agreement dated 5.3.63 between sada Ram and

getting %. 255/- as rent of the house & has further for 3. 70,375/urged that as it is a residential house it should not be acquired.

that Sada Ram agreed to sell land measuring 12 big. 13 bi

dian Chand 105 He has claimed the follow- He produced two rent sq- ing amount:-yds.a) Pacca well Delhi.

= 1000/b) Tin shed = 1000/c) Khokha wooden= 2000/-

d) Business of Halwai Ps.=10,000/-

receipts after 1.11.63 on which no reliance can be placed and one photograph.

Pirthi Pal Singh to show

Rathori ekal 500 r/o Sq. GandaYds. Delhi.

ses for the last 4 years and if his land is taken his coal quota will be cancelled. In the alternative, he has claimed follwing amount:-Tin shed = 5000/-Boundary well 4000/-Levelling of land = 1000/other compens sation for =30,000/-

He says that he has been He has produced some receipts doing business as Coal and other documents which go to show that he runs a coal depot.

- 210 -

Hari Ram 200 He has claimed compensa- Has produced two ordinary solosom sq. yds.tion as detailed below:- rent receipts on which no okhey Mal, -153, mda Nala Khokha = Rs. 1500 reliance can be placed. He Levelling of has also produced a copy = 3. 1500 land of the photograph. bricks of the shed and goodwill = Rs. 5000/-. Daryai 200 Sq. He has claimed compensa- He has produced a copy of 1 5/0 tion as under:
Ten shed 20X20 = 2500/
Veranda 25X10 = 2000/
his photo showing his business premises & some receipts which do not yds. shan Lal o WZ/153, nda Nala Kuti business very much help the lhi. against licence claimant. granted by cor poration = 5000/-Veranda = 1500/**-**= 3000/**-**Pacca room Chanan Lal 200 He has demanded compen-Mangat Ramsq. sation to the tune of WZ/153 Ganda Yds. S. 16500/- as per deta-Same as on Sl. No. 46 la, Delhi. ils given here under:Tin Shed 10X30 = %. 2000/Boundary ** 4000/-One room 8X10 = Fs. 2500/-Flooring = 86. 3000/-Dairy business and goodwill = Ps. 5000/-Ram Lal s/o - do - He has demanded the He has produced a copy li Ram r/o following compensation:-Tin Shed 12X40 = 2500/of photo of the site 153, Ganda and some receipts. Delhi. Boundary wall = 6000/-Flooring = 3000/loss of business and goodwill = 5000/-Milak Raj 500 Hexidiziclaimed B, 19500/-Copal s/o sq.yds.on the following basis:
me Dass

One room 12X12 = 4000 One room 12X12 = 4000/-3, Ganda Tin shed 20X30 = 5000/-Delhi. Boundary wall = 2500/-Flooring = 1500/-Small shed = 500/-Loss of business and good will = 5000/ran dayal sq. He had demanded Ps. 16500/- as compensation of 200% sq--do yds of land on account of Delhi. the following structures etc. Two pacca shops 10X8 = 2500/- each Tin Shed 10X10 = 1500/-= 1500/**-**= 2000/**-**Flooring Loss of business in Kariana and goodwill = 5000/-Loss of business in time= 3000/-18 nsa Ra**j** 180 ngat Ram sq. /153 Ganda He has claimed as below:-Tin shed 45X10 = 3000/-Pacca Room 12X10 = 3000/lelhi Flooring etc.
Boundary wall yds.

= 3000/-

= 4000/-

= 5000/-

Loss of dairy

business

Contd...22

- do -

hanu s/o Kahina They have stated that they have i Lal s/o Pata got their Jhuggis in plot No. a Ram s/o Sori WZ/153 Tatarpur-Delhi which they anu s/o Sori WZ/153 Tatarpur-Delhi which the anu s/o Kalua Ram, constructed at a cost of Relu Ram, Mangha s/o 300/- for Jhuggis and they m, Veera s/o Moti should be given alternative /o Chagwana, Raja accommodation if they land in Ramijidass, Taja their possession is acquired. ra, Nathu s/o adamliya s/o Cosin

No proof given.

ra, Nathu s/o
adamliya s/p Gaju
p Pata, Bhagwana Dass
a, Mari s/p Tago, Gangabai
na Ram, Parma s/p Aja
ti s/o Mali, Nikka søo
Maro s/p Ransad, Moti
ata, Sona s/p Nana
nd s/o Lehnu, Rupa
gwana Dass, Anra s/p
Bhagwana s/o Mira,
/p Kalua, Rama s/o
ama s/o Valla s/o Juka
s/p Rana, Lada s/o
Munna s/o Morti
/o Haiji, Saaibai w/o
awar s/o Mukana, Kishana

awar s/o Mukana, Kishana na Natha s/o Bijal, o Teja Maldas/s/o Rama

Teja Maldas/s/o Rama Rupoo, Jadha Ram s/o nim s/o Shama, Gunna ia, Tucsi s/o Vera 'o Marti r/o WZ-103

u Singh s/o Chanda

tbb Inspector of r/o Dev Samaj College n Ferojepur City (PB)

13/13/2 11 bis.

He has claimed compensation for land and B-wall stating that he purchased this plot for his son He has also demanded that the amount of compensation may be given to him. But no evidence in support of his claim is produced. The amountof compensation will remain disputed.

Si Radha han , house 4650, inorakothi had quy. ew Deede

Singh s/o Sant Kila No. 25/1 He has claimed S.No documentary Sh. Kalan Singh Land 270 sq. 50/- per sq. yd. evidence filed stating that he by him. Rohtak Road plot from Bhawer Singh s/o Umaroa.

Chand r/o 17/52 23 & 24 of R. 40/- per sq. yd -ed a certifiar, New Delhi. Rect 9 measur- and have stated Exte-ed true Kagal Panua Lal ing total area that they had enter-copy of agree-16 big. 9 bis. ed into an agree- ment where in ment with Sh. Bhanwar Bhawar Singh ment with Sh. Bhanwar Bhawar Singh the owner of had agreed to land on 7.4.58 and sallx all land paid %. 5000/- in @ %. 4250/-peradvance to him. They bigha on 7.4. have also requested 58 The amount that %. 69,912/-may of compensable paid to Bhanwar tion will Contider. ontid...

59

Bhagat Pana Lal s/o dha Kishan H.No. Shora Kothi Pahar N.Delhi.

Siggh for this land remain dispute and balance out of -ed till the this claim may be amicable decipaid tothim sion between the parties.

r Saroop Attorny of 1000 sq. yds He has requested He has filed that the amount the certified true copy of of the land to be sale deed No.

acquired may be 4676 dt.12.8.59 paid to Daulat for 8. 12000/paid to Daulat Ram s/o Ganga Ram.

The claims filed are highly exaggerated and fabulous and rates laimed cannot be made a basis for the calculation of the price f the land under acquisition particularly when the claimants have iserably failed to prove their claim to the hilt. Some of the ale deedsreferred to by the claimants relates to the rate of small ieces of land.

Hence these are not addimisible and notapplicable to the land inder acquisition. The land under acquisition is agricultural xxxx and and not residential plots.

IARKET VALUE:

In order to assess the market value of the land under acquisition s on 13.11.59 when the notification under section 4 of the Land Acquisition Ant 1894 was published in the gazette, the Naib Tehsilda Land Acquisition has furnished the following sale transactions of land year wise.

No.	Year	Area		leration Amount	Ave	rage per	Bigha.
		BIG. BIS	5.				
1.	1954-55	289-00	Ps. 3	36,30-00	Rs.	1297-72	
2.	1955-56	24-10	Ps.	73, 106-00	P5.	2983-92	
3.	1956-57	10-10	Ps.	22,564-00	Ps.	2148-95	
4.	1957-58	10-17	Ps.	44,050-00	Ps.	4059-91	
5.	1958-59	00-02	Ps.	300-00	Ps.	3000-00	
	Total	304-19	Fs. 4	.76,129-00	Ps.		

The average sale price of the 5 years comes to 13. 1561-33 while the average sale price per bigha for the year 1958-59 comes to 3000/- per bigha. Some transactions have also taken place out of the land under acquisition details of which are as under:-

Contd....24

- 23 -

No Mut	of Date tation.Regis	of Field tration.	No. Area Big. b	Sale pric	e Average Remarks
0 9	11-10-	55 18/16/2 18/25 25/5	11-01		Is. 995-40 Outof land Kh. No. 25/5 relatesto scheme and others relates to Rajori
.0	21-11-55	25/5/1	0-08	R. 400/-	Garden.
.1	23-5-56	18/16/2/1 18/25/1 25/5/3/1 25/5/2	5-07	6500/-	No. 1000/-
			5-15	% 6500/-	Out of the land No. 25/5/2 is not with the
	7.8.58	<u>13</u> 13/1-17/2-18	10-9	Ps. 41800/- Rs	scheme and other under acquisition. 4000/- The whole area is under

In this village previously someland had been acquired and details of previous awards areas under:-

0.110.	Name of Award	Date of Notificules 4 of the 1894.	ication L.A.Act	Rate awardedper big
1.	872A	11-12-54	Ps. 700/-	(Flat rate)
2.	1005	3957	Block I Block A Block B Block C Block D	Rs. 2900/- Ps. 2400/- Rs. 1200/- Rs. 800/-
1 50	1210	3957	Block II	sum) 5. 2900/-
	I have inspected	1.1		**• 2400/ -

I have inspected the land on the spot. The land adjacent to ain Najaf Garh Road is somewhat superior than the land which is at some distance from the road and behind Rajori Garden. The and adjacent to Nala is even inferior to the land which is at me distance from the coad. In view of this I have divided the and into three Blocks according to their situation, for the roose of assessment of compensation.

Contd...25

Block A

Rect. No. Kila No.

9-17/1, 18, 22, 23, 24

13. 13/1, 13/2, 13/3, 14/1, 14/2, 17/1, 17/2, 18, 19, 20, 21

14 24/2, 25

16 15/1

17. 3/1, 3/2, 9,4, 5

30. 2, 3,

(Area 75 bigh. 5 bis.)

Block B

×12. 2/1, 2/2, 3/2, 3/3, 3/4, 8/1, 8/2, 13, 18/1, 21/1, 13.

15/1, 22, 23, 24, 25/1/1

V14. 26

V17. 6/2, 7, 8, 6/1, 14, 15, 16

18. 1, 2, 3, 4, 7/1, 8/1, 10/1, 10/2, 9, 11, 12, 13/1, 16/2/1, 16/2/2, 17/2, 18, 19/1, 19/2, 20, 22/1, 22/2, 23,25/1,25/2, 19.

21/1, 21/3, 22/2, 22/3, 23/2,

U20 23, 24/1, 24/2, 25

v 23. 3, 4, 5, 6, 7, 8, 11, 12

24. 2, 3/1, 3/2, 4, 7 (Total area 232 bigh 1 bis)

Block C

17. 12/1, 17/1, 18/1, 25/1, 13/1,

18. 21, 24.

V23. 13/1, 14/1, 15/1, 18/1, 19/1, 20, 21/1, 32.

24. 1/1, 8/1, 8/2, 9/1/1, 9/2/1, 10/1/1, 10/2/1, 10/3/2, 13/1, 14/1, 16/2, 17/1, 16/1/1. 25.

1/1, 2/1, 3/1, 4/1, 4/2, 5/3/1, 5/3/2 (Area 93 big. 15 bis.)

From mutation No. 309, 310, 311 & 352 mentioned above relating to land under acquisition the average sale price ranges between %. 1000/- and &. 4000/- per bigha, but these are private sales. However the market value is to be assessed on the bais of above sales transactions which reflect the true index of the market value. In view of the above and considering the average sales of Ave years preceding the date of notification u/s 4 and sales Ith in the acquired area & demand of the land owners, I am of view that in this case following rates are reasonable and r and I assess the same accordingly.

Contd....26

24 - 25 -

BLOCKS

RATE PER BIGHA

Block A
Block B
Block C

Rs. 3,000 per bigha.

Ps. 2500 " " " Rs. 1800 " "

By applying the rates mentioned above, the compensation of land comes to as under:-

Block No.	Area		Rate		Tota	1 Comp	ens:	ation.	
A								2,25,750-00	5
В	2321	Ps.	2,500	11	H	tt	Ps.	5 ,80,125-00	
C	93-16	Ps.	1,800	11	- 11 -	11	Ps.	1,68,840-00	or

Compensation of wells, Trees and other Structures.

There are 13 wells. The compensation of these wells according to their condition is assessed as under:-

S.No. Kh.No. Details of wells Compensation assessed.

- 1. Rect No. 30 Pacca well built with Kh.No---2 stones, lime and Badarpur. but bot in working condition
- 2. Rect.No--12 Pacca well built with stone Kh.No.--3/4 and lime but not in working condition.
- 3. Rect.No. 12 Pacca well filled with Kh.No---8/1 earth, having not water and is in broken condition.
- 4. Rect. No-20 Pacca well built with bricks Kh.No--24/1 and cement fitted with Rahat in good working condition.

Rs. 900/- No compen ation is assessed for the Rahat which is removable. The pais allowed to remove it. Owned y occupancy tenant.
-- do - Rs. 800/-

- 5. Rect.No. 23 -- do -- Kh.No---20
- 6. Rect.No..24 Pacca well built with bricks %. 1000/- Owned Kh.No-- 8/2 and cement and in good working by occupancy tena condition.
- Rect.No. 24 Pucca well built with bricks S. 400/- The part Kh.No. 1/1 and in broken condition. is allowed to reHowever, it is fitted with move the rahat.
 Rahat and not in working condition. Owned by occupa-
- 8. Rect.No.17 Pacca well fitted with rahat S. 800/- Te part Kh.No. 7 in good condition. is allowed to remove the
- Rahat.

 9. Rect.No...18 Pacca well built with bricks %. 800/- Party all kh.No---21 and cement and fitted with add owed to remove the rahat in good condition.

 10. Rect.No. 18 Pacca well built with
- 10. Rect.No..18 Pacca well built with Kh.No. 19/1 stone and lime, and in broken wondition.

- 25 -

- REct.No-18 Pacca well built with bricks Rs. 800/- and cement and in good condition.
- 12. Rect.No. 30 Pacca well built with bricks B. 600/- Owned by and cement and not in good Cenent at will.
- Rect.No-18 Pacca well built with bricks %. 600/and cement and in broken condition.

In the case of occupancy tenants full amount of compensation for wellswill go them,

There are also a number of trees in land under Acquisition
The details of trees along with compensation assessed is as
under:-

S.No. Kh.No. Details of trees Weight of trees Compensation

11 - 3		Control of the contro			assessed.
1.	Rect.No. Kh.No	13 1 Ronj 22	1 Qn.	@ %. 3/-	Ps. 3/-
2.	18/18	1 Keekar	1 qn.	@ %. 3/-	Ps. 3/-
3.	18/20	l P.pal	15 Qn.	@ %. 3/-	
4.	23/11	13 Gaunavav 1 Mahandi 1 aru 1 Pøpal 2 Ber Sada 1 Lemon	Each n n n	@ % 8/- @ % 4/- @ % 4/- @ % 4/- @ % 4/-	R. 104/- R. 4/- R. 8/- R. 8/-
5.	23/18	2 Keekars 1 Beri	2 Qn	@ %. 3/- @ %. 4/-	B. 6/- B. 4/-
6.	23/19	1 Keekar	2 Qn.	@ 13.3/+	6/-
7.	23/20	1 Jemmun 1 Shatoot 2 Ber Sada 1 Alucha 1 Peepal 2 Neem	Each	@ B. 1/- @ B. 10/- @ B. 2/- @ B. 1/-	Rs. 2/- Rs. 2/- Rs. 2/- Rs. 10/- Rs. 2/- Rs. 2/-
8.	23/21/1	15 Papitas	tt	@ %. 5/-	B. 75/-
9.	24/8/2	l Neem	l Qn.		Rs. 2/-
	There are	770			

There are also some structures in field No. 9/22 and Jhuggies in Kh.No. 18/25/2 and fforexaid forewall in Kh.No. 13/13/2 these structures appears to have been set up after Notification under sedtion 4 and also of temporary nature. Hence no compensation is assessed for the same. The parties are at the liberty to remove the material of these structures.

MODE OF PAYMENT

The compensation awarded shall be paid to the persons interested according to the latest entries in the Jamabandi and according to thier shares in the particular Field Nos., irrespective of the claims filed, provided the compensation is not held as disputed in the compensation claims already discussed above or here under:-

- 1. Compensation shall not be paid to the persons interested in the land in case he is a minor or a lunatic or it is challanged by some one in the manner detailed in section 18 of the Land Acquisition Act 1894 or the land is in the possession of the tenants and land owners has been done.
- 2. There are some occupancy and non-occupancy tenants in the land under acquisition. The occupancy tenants are entitled to substantial amount out of the compensation. As regards non-occupancy tenants protection against eviction by the land lord has been secured under the Delhi Urban area tenants Relief Act 1961. Since these tenants cannot be ejected unless they violate any of the condition acquired in clauses A to D of the Act. They would also be entitled to sustantial amount of compensation forthe land acquired, which is under their possession at the moment. They would also have the same previlages as the occupancy tenents. Hence amount of such land will remain disputed and will be referred to the A.DJ.Delhi for decision owing to varied demand of the owners, occupancy tenent and non-occupancy tenents.

 Kh.No. & Rect. He 13/15/1 measuring 18 bis 15% in the
- Rh. No. & Rect. No 13/15/1 measuring 18 bis the in the possession of Dolidars. The land was donated by the owners to their prohits. It is reported that the Dohlidars are deriving benefits and other easements and are not even paying land revenue to the owners. The land Acquisition Collectors have awarded full compensation to Dohlidars in the awards already anno need by them in other villages. I see no reason to differ from them. The compensation in respect of the above Kh. Nog. in full will, therefore, be given to the Dohhidars after

Contd....

obtaining written consent from the recorded owners of the aforesaid land.

- Compensation for the vendees. Hence the compensation due to Shri Sada Ram will remained disputed and were will be paid to the parties when they prove their title.
- 5. Shri Harname Dass & Shri Panna Lal claimant at S.No. 55 have requested that they have made agreement with Bhanwar Singh to purchase the land, but it was not completed. Shri Inder Singh claimant at S.No. 54 says that he purchased the land. The amount of compensation of the land claimed by them will be kept in dispute and will be paid as and when the parties come to some settlement. Otherwise it will be referred to the court for decision.
- claimed that Shri Beg Ram and others entered into agreement to sell the land to the Society and some amount was paid to them as advanced money. The compensation of the land claimed by the Society will remain in dispute till the parties come to an amicable settlement.

7. Field No. Rect. 24/16/2, Rect 23/11, 19/1, 20, 21 measuring 22 bighas 7 biswas. Rect. No. 18 Kila No. 1, 2, 3, 4, 9, 10/1 measuring 27 big. 17 bis. Rect. No. 18 Killa No. 18, 23. Rect No. 25 Killa No. 2/1, 3/1, 4/1 measuring 20 Bighas 9 Bis are hypohicated in favour of Government. Compensation of these field Nos. will be withheld until the taccavi loan is liquidated and a clearance certificate from the Tehsildar Tacavi is produce.

Some of the claimants have claimed compensation on the basis of registered sale deeds in their favour. The compensation will only be paid to them, when they get the land mutated in their favour and produce copies thereof. At present compensation of such lands will remain disputed.

WARF PROPERTIES.

There is no temple, mosque, grave yard or any other religious place in the land under acquisition. The question of their exemption does not, therefore, arise.

MAUFI:

There is maufi amount amounting to B. 22.85 Maufida ars are entitled to 20 times of the maufi as compensation. I assess %. 457-00 as compensation to the Maufidars. INTEREST:

The possession of land bearing Rect. No. 9
17/1, 18, 22, 23, 24

has been taken over on 25.3.65. The owners are entitled to get the interest on the compensation of the above land @ 6% per annum from the date of taking over possession up to the date of announcement of award. The possession of the other land has not so far been taken over and the question of any interest on that and, therefore, does not arise.

O LAT IUM:

As provided in section 23 (2) of the land Acquisition Act 894 15% is awarded as solatium on account of compulsory nature f adquisition.

BATEMENT OF LAND REVENUE:

The land under acquisition is assessed at 8. 66.64 as nd revenue (Khalsa B. 43-79; Maufi B. 22-85). The same all be deducted from the land revenue roll for this village om the next harvest after the possession of land is taken over. The aforesaid land will vest absolutely in the Government, e from all encumberances, from the date of possession.

Subject to the above remarks, the award is summarised as follows:-

Compensation for 'A'Block measuring 75 big. 5 bis. at @ %. 3000/- per bigha.

Compensation for 'B' Block measuring 232 bigh 1 bis @ R. 2,500/- per bigha.

Compensation for 'C' Block measuring 93 bigh. 16 bis @ %. 1.800/- per bigha.

Compensation for wells

Addl. Solatium at 15%

Compensation for Maufi payable to Maufidars

Compensation for trees

3. 2,25,750-00

B. 5,80,125-00

S. 1,68,840-00

8,800-00

1,47,527-25

457-00

296-00

Total". 11,31,795-25

(Eleven laks thirty one thousand seven hundred ninty five

and twenty five paisa only)

(SHAM KARAN)
LAND ACQUISITION COLLECTOR (P)

Forwarded to the Deputy Commissioner (District Collector) for information and filing theaward.

Than have

LAND ACQUISITION COLLECTOR (P)
DELHI.

Seur

A.D.M.L.A.

with Powers of Collector, Allhi.

16.8.1965. COLLECTOR. TELHS

lease prepare and State went A

1767 Hward announced loday persons. Coice of the solution of the s

identification of interior ن المون من المون الم 12 9 - 3 (100) 50 (10 Hicos Cosion. منظیم به بسرار در در 12 3 Col 13/9/654

ردن ما من الدورد به 1844 ومع تا ناردر رسالسرى سال والمروز كوررود الحيم مناب كم . كم صاحب بسررام بالم وفع وم الحرور والحيم مناب كم ورود والحيم مناب مناب المروز والمروز والحدود والحرور و تى مادى د تىنى دىدى دىنى دى دى كالوى كى برز كادر وليه دالى دورك دولى دى كالمراد كال رده لرنام در المراد و المان فيرقي على . أو دراط در وجري وجود كي فني مار マードールールーリータードードーナードートーー 11 50.11.15.