

1123
Award 772

Name of the Village.

Sadhora Kalan.

Nature of Acquisition.

Permanent.

Land measuring 73 Bighas - 4 Biswas situated at Village Sadhora Kalan is to be acquired for the construction of Staff quarters for the Delhi State Electricity Board, New Delhi under the authority of Chief Commissioner's Notification No. F.15(3)/54-LSG (ii) dated the 10th August, 1955. This notification was issued by the State Government under the provisions of section 6 of the Land Acquisition Act, 1894. The preliminary Notification No. F.15(3)/54-LSG (1) dated 10.8.55 was issued by the State Government under the provision of Section 4 read with section 17(1) of the Act. No objections as provided in section 5(A) of the Act were, therefore, invited.

MEASUREMENT AND CLASSIFICATION.

The land under acquisition actually measures 73 Bighas 4 Biswas and the details of Khasra numbers and their area plotwise and the classification are given in Schedule 'A'. The area of the land under acquisition has been found correct on survey conducted according to the provisions laid down in Section 8 of the Act.

CLAIMANTS.

The persons found interested in the above land are detailed in schedule 'B'.

CLAIM.

Claimant No.1 is the owner of the land and he has claimed compensation at Rs.7/- per sq. yd. for the whole land under acquisition according to a settlement arrived at between him and the Deputy Commissioner, Delhi on behalf of Delhi State Electricity Board. His claim is reproduced in Schedule 'C'.

Claimant No. 2 is the mortgagee of the land and he has agreed to the claim put forth by claimant No.1 and has claimed that the payment of the awarded compensation to claimant No.1 may be made to him in the account of claimant No.1. Claimant No.3 is the

tenant of the land measuring 37 Bighas 17 Hiswas out of 73 Bighas 4 Biswas under acquisition. He has claimed compensation (vide his written statement dated 27.8.55) which was further amended by him (vide his written statement dated 3.9.55). The same is detailed in Schedule 'C-2'. I will discuss the merits of these two claims under the head 'Compensation' of this Award.

Claimant No. 4 has alleged to be a displaced person but has not produced any refugee registration card. No built temporary quarter on 4 Biswas of land with the approval of Shri Mohan Lal, owner, in the year of 1952. He has claimed Rs.200/- for the construction of temporary structure in a small portion of the land and has admitted that he was allowed construction of temporary structure by Shri Mohan Lal owner without charging any rent for the land under it out of consideration for his brother who was an employee of Shri Mohan Lal. We thus find that there existed an understanding that Shri Mulkh Raj will remove his temporary structures if and when required by the owner, and it was on this understanding that no rent was being charged upto the date of acquisition of this land. I am therefore of opinion that the claim of this person for Rs.200/- is unreasonable and exorbitant. I, however, allow Rs.10/- to him as labour charges for shifting his material to some other site.

Claimant No. 5 is the occupant of shop No.1 and he states that he stepped into the shop in place of one Gauri Shankar who was a tenant of Shri Mohan Lal, owner. He has claimed Rs.1200/- to compensate him against the credit of Rs.1500/- which he has given to several persons. He has also claimed alternative accommodation. His both claims are strange and not worth consideration. He can recover his credit amount, if any, from his debtors easily from any place to which he shifts. He ought to have been careful in recovering his credit within the period of one and a half months when wide publicity U/S 9(1) of the Act about the intended Acquisition was done in the locality on 12.8.55. I am therefore of the opinion that the demand is quite unreasonable and not

not maintainable and is, therefore, ignored. As for the alternative accommodation the applicant could manage for the same and the Govt. can not provide him with the alternative accommodation, there being no provision in the Land Acquisition Act for this purpose. No other person has filed a claim inspite of the fact that the requisite notices U/S 9(1) of the Land Acquisition Act, 1894 were published in the locality concerned by the beat of drum. I, therefore feel justified in presuming that there is no other person interested in the land.

COMPENSATION.

Schedule (C.1) details the claim of claimant No.1. He is the owner of the land. He has admitted that the area under acquisition is 73 Bighas-4 Biswas and this has also been verified by conducting a survey under section 8 of the Land Acquisition Act, 1894. He has claimed Rs.7/- per sq. yd. as compensation for the whole land under acquisition according to the settlement said to have taken place between him and the Deputy Commissioner, Delhi. Rs.7/- per sq. yd is the market value of this land and is acceptable to the willing seller and the willing purchaser, Delhi State Electricity Board and the bargain was struck through the Deputy Commissioner, Delhi. I am therefore of the opinion that this is reasonable value of the land and is allowed. The claimant has claimed Rs.25,000/- as the cost of certain structures standing on the cite. I understand that the claimant has to receive the value of the land at the above rate with no additions of any sort, i.e. cost of structures, wells or any tree standing on the site. He has accordingly dismantled the structures and removed the building material from the land. No compensation is, therefore, allowed on account of this item. Rs.10,000/- have been claimed as the cost of stones and other building material lying on the site. The Delhi State Electricity Board do not require this material. The claimant has accordingly removed it from the site. I, therefore, award no compensation on this account too.

Schedule C.2 details the claim of Shri Birbal who is a tenant at will from year to year on a portion of land under acquisition. He alleges to have been in exclusive possession of 66 Bighas of land out of 73 Bighas - 4 Biswas under acquisition. He has produced a copy of Khasra Girdawari which shows that he is a tenant at will for 37 Bighas 17 Biswas of land under Khasra Nos. 36 to 38 and 59 to 61 paying an annual rent of Rs.500/- commencing from Kharif, 1951. It is significant to note that the land under Khasra No.36 is Chair Mumkin and the remaining land is Nehri since the time this tenant commenced cultivation in the capacity of a tenant at will. In this way the allegation of this claimant that he is in possession of 66 Bighas out of 73 Bighas 4 Biswas is contradicted by the evidence filed by himself and I, therefore hold that he was a tenant at will from year to year for 37 Bighas 17 Biswas prior to the acquisition proceedings on payment of Rs.500/- as annual rent. This claimant has further alleged that the interest of the owner No.1 is restricted to the extent of receiving the rent annually and that the landowner could not oust him from the land in question as he was a permanent tenant or Bhumidar. He has, however, admitted in this para of his claim that the land in his possession is situated within the Municipal Limits. This fact has also been proved by the evidence put forth by claimant No.1, both oral and documentary. I, therefore, hold that this land is within the Municipal limits and the provisions of the Delhi Land Reforms Act 1954 do not apply to this land. This tenant's allegation that he could not be evicted from the land is baseless, frivolous and has no legal sanction behind it. He could be evicted by the land owner under the provisions of the Punjab Tenancy Act in force. This claimant's claim for compensation in the manner he has put it forth, is quite unreasonable and unwarranted by the provisions of the Land Acquisition Act 1894 and I, therefore, ignore it.

tion, by any evidence. More assertion is not enough to press a claim. Further more even if this claimant spent any amount on labour for cultivating this land, the same is negligible in the face of the benefit derived by him for three years during which he has cultivated this land. In view of the above, I hold that the demand of Rs.15,000/- made by this claimant is quite unreasonable and untenable and I, therefore, disallow it.

(ii) A sum of Rs.4000/- has been claimed as the cost of houses and huts alleged to have been constructed by this claimant on the site. The inspection of the site has revealed that the alleged houses were 6 temporary straw huts. The valuation of these structures as proposed by the Tehsil staff is Rs.30/- for each hut after allowing depreciation with regard to its age and condition. The same is reasonable and I therefore allow Rs.30/- for each hut i.e. Rs.180/- against this claimant's demand of Rs.4000/- which is evidently absurd and unreasonable, as these have been demolished during the course of taking over possession by the Tehsildar.

(iii) This claimant has claimed Rs.700/- as compensation as cost of barbed wire. Claimant No.1, the land owner has stated that the barbed wire was put up by him. The claimant has not led any evidence to show that the barbed wire was his property. Anyhow this is a moveable property. I, therefor, award nothing on this account to this claimant.

(iv) Rs.750/- have been claimed as the cost of 12 Beri trees and 7 Sheesham trees. This will be discussed under the heading TREES v. He has further claimed a sum of Rs.250/- as the cost of Persian Wheel alleged to have been provided on the well by him. When cross examined this claimant admitted that the Persian wheel in question was the property of the owner, Shri Mohan Lal claimant No.1 and that the iron girder, a wooden Balli and Parnala were his property. These are moveable things and are fixed to the well which has not been acquired. I, therefore, allow no compensation on this account to anybody.

(vi. He has claimed Rs.1500/- as the cost of drains and water courses. The inspection has revealed that these alleged water courses and drains were old and were constructed some twenty years ago and existed when this claimant came into possession of this land in Kharif 1951. Further enquiries show that no drains were ever constructed by this claimant. The question of awarding any compensation on this account does not arise.

vii. A sum of Rs.2750/- has been demanded by him as the cost of standing corps. on the land. This will be discussed under the heading (Corps).

viii. He has claimed the price of this land at Rs.13/- per sq. yd. after deducting the capitalised value on the basis of rent to be paid to the owner (Claimant No.1) I have already discussed above that this claimant's contention that he could not be evicted by the owner from the land in his cultivation was baseless as the provisions of the Delhi Land Reforms Act 1954, on which his contention is based are not applicable to this land, which is situated within the limits of the Notified Area Committee, Civil Station, Delhi. His claim for the price of the land is, therefore, far from reasonable and is not at all maintainable.

His rights in the land are of a tenant at will who can be evicted under the provisions of the Punjab Tenancy Act, 1887 applicable to this land. I, therefore, allow him exgratia one year's rent i.e. Rs.500/- for disturbance of possession.

TREES AND WELLS.

The statement of trees standing on the site prepared by the Patwari shows that there are no trees on the acquired land. The demand of Rs.750/- made by Shri Birbal claimant No.3 as the cost of 19 trees is evidently frivolous and ~~very~~ bogus and carries no weight. I, therefore, ignore this claim.

CROPS.

At the time of taking possession the Jowar and Goward crops on 10 Bighas of land were found standing at the site and were damaged as inspite of timely notice given to him, as he had failed to remove them. These have been valued at Rs.25/- per Bigha total Rs.250/-. The same is reasonable and is allowed and is to be paid to Birbal claimant No. 3 against his demand of Rs.2750 which is evidently unreasonable and exorbitant.

15% COMPULSORY ACQUISITION COST.

As the price of land was fixed at Rs.7/- per sq. yd. by the Deputy Commissioner on behalf of the Delhi State Electricity Board and the claimant No.1, inclusive of 15% for compulsory acquisition, the question of allowing 15% to claimant No.1 does not arise.

No. 15% charges will also be allowed to claimant No.4 on compensation allowed to him as for removing material from the site. Rs.180/- as the cost of structures have been allowed to the claimant No.3 He is also entitled to receive 15% on this amount and the same is allowed.

Rs.500/- have been allowed to this claimant as exgratia for disturbance of possession and I have therefore not allowed him 15% either on this amount or on the compensation for damaged crops.

The award is summarised as under:-

1.	Cost of 73 Bighas 4 Biswas of land at Rs.7/- per sq. yard payable to claimant No.2 in the account of claimant No.1.	Rs.5,16,670/-/-
2.	Cost of structures payable to claimant No.3 Birbal.	Rs. 180/-
3.	Compensation payable to claimant No.4 Mulkh Raj as charges for shifting material.	Rs. 10/-
	15% compulsory acquisition cost of item No. 2.	Rs. 27/-
	Total.	Rs.5,16,887/-/-
	Ex gratia compensation to claimant No.3.	Rs. 500/-/-
	Compensation for damages done to crops standing on the site payable to claimant No.3 Birbal.	Rs. 250/-
	Total.	Rs.5,17,637/-/-

ABATEMENT OF LAND REVENUE.

This is a Maufi land with the revenue free in favour of the owner i.e. claimant No.1 Abatement of land Revenue amounting to Rs.104/6/3 will take place from Kharif, 1955 from the Maufi revenue without interfering with the Khalsa demand. As the compensation for land has been fixed Rs.7/- per sq. yd. by the D.C inclusive of all items, the question of paying 20 times the land revenue as compensation for terminating the Maufi to the owner claimant No.1 according to F.C.'s standing order No. 28 para 53, does not arise.

Sd/-

LAND ACQUISITION COLLECTOR,
DELHI.

27.9.55

SCHEDULE 'A'

Showing the area plotwise acquired under the authority of Chief Commissioner Notification No. F.15(3)/54-LSG (ii) dated 10.8.55.

<u>No. Khasra.</u>	<u>Area Bighas.</u>	<u>Biswas.</u>
613/31	24	8
32	-	4
33	-	16
34	4	19
36	7	14
37	7	3
38	8	-
615/43	2	-
59	7	9
60	4	5
61	6	6
	<hr/> 73	<hr/> 4

SCHEDULE 'B'

A statement showing the names of the persons interested in the land.

<u>S. No.</u>	<u>NAME AND ADDRESS.</u>
1.	Shri Mohan Lal Goela S/o Sh. Bhana Mal, Caste Aggarwal, R/o Gandhi Gali, Fatehpuri Delhi Mortgagor, Land Owner.
2.	M/s. National Bank of India Ltd., Chandni Chowk, Delhi Mortgagee.
3.	Shri Birbal, S/o Rewaria, Resident of Gur Ki Mandi, Delhi.
4.	Shri Mulkh Raj S/o Shri Ratan Chand, caste Khatri resident of quarter No. 8 & 7 Gur Ki Mandi, Delhi.
5.	Shri Rameshwar Datt, S/o Shri Laxmi Sshai, caste Brahman, Resident of shop No.1 Gur Ki Mandi, Delhi.

SCHEDULE C.1.

BEFORE THE LAND ACQUISITION COLLECTOR, DELHI STATE, DELHI
Land Acquisition Case No.

Your notice dated the 10th August 1955, U/s 9(1), (ii) & (iii) dated the 12th August, 1955 appearing in Delhi State Gazette No. 33 of part V of 18th August, 1955

STATEMENT LA LAND UNDER ACQUISITION

- (1) 73 Bighas and 4 Biswas in area situated in Village Sadhora Kalan. The land is within the Notified area (Civil Station) Limits. The land Reforms Act, Delhi does not apply.
2. Sole owner Mohan Lal Goela, C/o New Friend & Co. Ltd., Watch Merchants, 625 Chandni Chowk, Delhi.

2(a) Measurement:- Total area of the land when acquired from the Court of Wards, Delhi in the year 1942, was 138 bighas and 3 Biswas Out of this, an area of 60,000 sq Yds was sold to a refugee Jain Society of Western Pakistan. Out of the remaining particular demarcated area of 73 bighas and 4 biswas is being acquired under these proceedings and a particular demarcated area, including the constructed area is being left with the owner. Actual measurement and demarcation of the land has not yet been taken in hand and if any thing crops up during the measurement further representations will be made.

3. Equitable mortgages:- Messrs. National Bank of India Ltd., Delhi.
4. Birbal son of Chhotia.

A tenant at will on annual basis and with condition that he will hand over possession immediately when required. He has no interest whatsoever in the land.

5. Sardar Arjun Singh, In do Foreign Commercial Agency, Bara Tuti Sadar Bazar, Delhi. A tenant at will on monthly basis in part of No.31 and 32 built area. He too has not interest in the land.

6. There are three other Kothries on the Grand Trunk road occupied, names of occupants could not be ascertained and given but they could have no interest or claim in the land at all.
7. Rajasthan Foundary (Seth Manak Chand) another defaulter cum-Judgment debtor. tenant in a portion of No.33 He too has no interest whatsoever in the land.

8. As regards claim for compensation and fixation of rate, the Deputy Commissioner, Delhi, went into the matter found and fixed the rate at Rs.7/- a yard net. It may be verified and fixed accordingly. Though the land is certainly worth atleast Rs.10/- a yard but if the rate of Rs.7/- be so fixed the price of land comes to

73 Bighas- 4 biswas Rs. 516670/- Yards at Rs.7/- a yard
As regards cost of construction approximately |
on 23" x 175' 4000 Sq. ft. at Rs.6/4/- a ft. | Rs.25,000/-

Stone and other construction material ... 10,000/-

or otherwise as your good office find and fix.
In the interest of a cause like that and as I purchased that land from a similar department. The court of Wards, Delhi, I do not claim anything for compulsory acquisition and leave everything to your judicious office.

9. Reservation, the land had been residence of courtiers of Mughal period, may have some underground treasure, rights in such excavations if any be reserved.

10. As regards payment:

It will perfectly be in order if a cheque for the full amount Rs.551690/- or as found and fixed is made out in the name of my Bankers Messrs. National Bank of India Ltd. Delhi and the cheque is wither handed over to me or to the Bank in my account. The bank has no objection to this and they hereunder given their consent.

Claimant,
Sd/ Mohan Lal Goela,
C/o New Friend & Copy Ltd.,
Watch Merchants, 625, Chandni Chowk, Delhi.

23.8.55.

(Seal & Sd) Manager,
Mortgagee,
M/s National Bank of India Ltd. Delhi.

SCHEDULE

INTHE COURT OF SHRI SURAT SINGH COLLECTOR ACQUISITION?DELHI.

In the matter of acquisition of 73 bighas of land comprised in Khasra No.613/31, 32,33,35,36,37,38,618/23, 59,60,61 situate in village Sahora Kalan, Subzimandi, Delhi.

THE OBJECTIONS BY BIRBAL.

i. That notice issued to the objection was manifestly wrong as it purported to convey that only 31½ Bighas of land is being acquired and hence complete objections could not be put in. It now transpired that the entire land of 73 bighas 4 biswas is intended to be acquired, hence the following objections are put in:-

a) That the objector is in exclusive possession of 66 Bighas of land to be acquired. Khasra Girdawari would show that, Hence is prima facie entitled to compensation.

b) That Shri Mohan Lal's interest are that of mere landlord. Even if it be shown that land is within municipal limits, then position of the petitioner is that of permanent tenant and he could not be objected from the land by the landlord. Whose interests therefore are limited to the extent of right to receive rent.

c) The objector was paying Rs.7000/- per annum for about 138 bighas of land included the land in dispute but about 5 years back landlord sold rent of the land and let out the land in dispute at Rs.500/- per annum as it was jungle, uneven and full of fite and depression and part of it had already been levelled by the objector. Subsequently the objector reclaimed part of the disputed land and made it fit for cultivation.

d) The objectors claim Rs.1500/- as compensation for reclaiming the land and improving it Rs.4000/- for houses and huts inclusive of superstructure and site. Rs.700/- for putting up barbed wire Rs.750/- for 12 Beri trees and 7 shisham trees Rs.250/- for Abrat of well Rs.1500/- for drains and water course and Rs.2750/- for standing crops.

e) Now for the value of land, compensation should be settled at Rs.12/- per sq. yards as determined by the Collector plus 15% for compulsory acquisition. Shri Mohan Lal, the landlord cannot defeat the rights of the objector by accepting the valuation at the rate of Rs.9/- per sq. yd in all. Out of the share of the landlord be determined by capitalation of the rent or merely on the compensation payable.

It is submitted that dispute as to apportionment between the objector and the landlord may be referred to the court U/S 30 of the Land Acquisition Act after settling the total amount of compensation.

f. The real person to be effected by the acquisition is the petitioner.

- i) The petitioner would be ousted from possession.
- ii) The petitioner would be compelled to change his residence.
- iii) The petitioner would have to change his occupation and place of occupation.
- iv) That he would be deprived of his rights to occupy cultivate the land.

Hence the petitioner is entitled to most of the compensation payable.

Dated 3.9.1955.

Birbal
through Ram Pearey Lal,
Advocate,

True Copy.
Advocate 16/5/62