

AWARD NO. : 01/2009-10

Name of Village/Locality : Mohan cooperative Industrial Area,
Mathura Road, Tajpul

Area under acquisition : 9768.581 sqm.

Purpose of acquisition : Construction of station building and
parking of Badarpur station for Central
Secretariat- Badarpur Corridor of Delhi
MRTS Project Phase-II

Nature of acquisition : Permanent

Notification u/s 4 : F.9 (81)/07/L&B/LA/MRTS(S)/12651
dt.3.12.07

Notification u/s 6 : F.9 (81)/07/L&B/LA/MRTS(S)/15675
dt.7.2.08

Notification u/s 17(1) : F.9 (81)/07/L&B/LA/MRTS(S)/15676
dt.7.2.08

The detail of true and correct area of the land under award is as under: -

S.No.	Property No.	Area	Remarks
1	B-II/52	2007.070 sqm.	Vacant sub lease not executed
2	B-II/53	2007.070 sqm.	--do--
3	B-II/54	2000.000 sqm.	--do--
4	B-II/55	1924.360 sqm.	Lease hold property
5	B-II/56	1830.081 sqm.	--do--

HISTORY

The following Civil Writ Petition was received subsequent to acquisition proceeding of above mentioned land:

CWP No.	Title	Status of the Case
CWP No.3511/08	M/s. P.G. Industries Ltd. Vs UOI & Others	The Hon'ble High Court has directed the LAC to decided the award and submit the award within 4 weeks.

Notices: - Notice u/s 9 & 10 were issued to the all recorded owners.

Compensation Claims: - The following persons have filed claims for compensation: -

S.N	Name of the Claimant	Property No.	Claim
1.	Sh. Avtar Krishan Gupta,R/o 3 Pusa Road, New Delhi-5	B-II/52, B-II/53 & B-II/54Total area measuring 6114.51 sqm.	Rs.3.5 lacs per sq.meter as market value along with other statutory benefits as per provision of LA Act.
2.	Sh. Balraj Krishan Gupta for self & on behalf his sister Anjali Bindal, R/o 3 Pusa Road, New Delhi-5	-Do-	-Do-
3.	Sh. Chandra Krishan Gupta,38 Amrita Shergill Marg, New Delhi-3	-Do-	-Do-
4.	Sh. Saket Dalmia on behalf of PG Industries Ltd.	B-II/55	The claimant has demanded/valued the property at Rs. 63.48 crores.
5.	M/s Burr Brown Communication Pvt. Ltd through its Directors	B-II/56	Rs. 2 lacs per sqm. for land and 2 crore towards displacement and and reestablishment and other statutory benefit.

Documentary Evidence: -

The following main documentary evidence was adduced by the claimants in support of their claims: -

1. Copy of auction document for residential plots at Jasola pocket-II
2. Copy of result of tender for chopat Badarpur.
3. Copy of site map
4. Copy of master plan showing the land use change
5. Copy of valuers report and copy of the notification for the auction of the plot no. E-16/B-1, MCIE.
6. Copy of the judgement of Hon'ble High Court dt. 16-05-08 in W.P.(C) No. 6900/07.
7. Copy of sale deed of D-177, Okhla phase-I dt. 19-05-08.
8. Copy of sale deed of A-86, Okhla phase -II dt. 19-9-07.

Market Value:-

The notice u/s50 (2) of L.A. Act has been issued to the requisitioning agency i.e. DMRC. In response to the notice U/s 50(2) of L.A. Act no reply has been received till date.

The market value of the land has to be determined with reference to the price prevailing as at the date of preliminary notification. The market value means the price that would be paid by willing purchaser to a willing seller where both are actuated by business principles prevalent at the time in the locality. The price, therefore, paid for comparable properties in the neighborhood are the usual evidence as to the market value.

The property in question is situated in Mohan Co-operative Industrial Estate. The details of which are as under:

S.No.	Property No.	Area
1	B-II/52	2007.070 sqm.
2	B-II/53	2007.070 sqm.
3	B-II/54	2000.000 sqm.
4	B-II/55	1924.360 sqm.
5	B-II/56	1830.081 sqm.

All these properties are lease hold properties. The DDA is the lessor of such property which has given the property on perpetual lease hold basis to the Society for allotment of the same to the members. In respect of plots No. B-II/55 and B-II/56 perpetual sub-lease deeds were executed in favour of the member by the Society.

In respect of other three plots no sub-lease deed has been executed in favour of the allottee till date, though, it appears that the plot was allotted by the Society to the Member. The right and obligation of the members of the Society are governed by the terms of the perpetual lease deed and the sub-lease deed, if any executed by the society. The most important aspect in lease deed as well as the sub-lease deed is about the right and authority of the member to transfer the land to third party. Members are not entitled to transfer the plots freely to third party without the consent in writing of the DDA and also subject to payment of an un-earned increase to the DDA. Besides this, the members are required to complete the construction within the stipulated time frame failing which DDA is entitled to cancel the lease deed.

No construction was found in existence at the time of issuance of Section 4 notification in respect of plots No. B-II/52, B-II/53 and B-II/54. However, boundary wall and some negligible construction was found in respect of the plot No. B-II/55 and B-II/56 for which the PWD has sent the valuation report. This shows that the property in question was not being utilized for the purpose for which it was allotted.

Mohan Co-operative Industrial Estate starts from Sarita Vihar and goes up to Faridabad Border. This property is situated at the extreme end which is about approx 3 kms from Sarita Vihar side. In between, there is a railway bridge near Ali Village which divides the Mohan Co-operative Industrial Estate into two parts. All the development and industrial and other commercial activities are found between Sarita Vihar uptill this railway over bridge, i.e., upto corner of Ali Village. On the other side and particularly towards the Badarpur side the Industrial and other activities are not so prominent. Thus, this side of the Mohan Co-operative Industrial Estate cannot fetch the same price which can be fetched by the property situated towards the Sarita Vihar side due to locational disadvantage.

One of the documents filed by the claimant relates to the auction rate in respect of small piece of land at Jasola Pocket-II. There is no comparison between the land covered by this document with the acquired land. Therefore it cannot be fetch the same rate as reflected in the auction rate document in as much as the potentiality, location, advantage and disadvantage of both the piece of land is absolutely not comparable. So, I discard this document for the purpose of comparison assessment of the market value of the land in question.

Similarly, the sale deed in respect of D-177, Okhla, Phase-I and A-86, Okhla Phase-II cannot be relied upon because of the locational advantages attached to the plot situated in Okhla, Phase-I and Okhla Phase-II. Which are fully developed and functional industrial area. Both the plots are not comparable and is 5 k.ms. away from the land in question towards Delhi.

Okhla is situated near Nehru Place and other important prime colonies of Delhi. Thus, I cannot accept the price reflected in the sale deeds. As far as the result of tender for shops and offices are concerned, this is a photocopy of same and which does not reflect the correct position and cannot be taken as evidence reflecting voluntary sale and purchase of the land for the purpose of taking the same as representative market price.

As far as public auction rate of property E-16, B-1, Mohan Co-operative Industrial Estate is concerned the same is not an evidence of sale and purchase but a public notice inviting tender from the persons interested to purchase the property. Nothing has been placed on record to suggest that how this property is, in any way, comparable with the land in question. Besides this, it appears from a reading of the public notice that the same is a built up property having covered area of 24,300 Sq.Ft. It is not clear from this document as to what type of building is constructed and whether the property is freehold property or lease hold property. So, in the absence of relevant documents in this behalf this document cannot be taken as evidence to fix the market value for the land in question.

Another piece of evidence is the circle rate issued by the Government for the purpose of collection of the stamp duty in respect of the area in question. As narrated above, the land in question is approx 3 k.ms. away from the main industrial area and towards the Badarpur side near Delhi Haryana border and where less industrial activities are being carried out in as much as all the 5 plots were lying vacant. Apart from this, the circle rate is in respect of the free-hold property which is easily transferable. In the present case, the land is governed by the terms of the perpetual lease deeds and sub-lease deeds, if any. The rights and obligations of the members or the allottees are subject to the terms and conditions of the sub-lease deeds. Under the terms of the sub-lease deeds, the rights available to the members are not freely transferable and the same is subject to the conditions and restrictions put by the DDA under the lease/sub-lease deed. Thus, it becomes imperative to find out the un-earned increase rate which the DDA charges for getting the land converted to the free hold or for granting permission to the allottee.

Since the property is a lease hold property the rate charged by the DDA for property situated at B-I/G-9, MCIE on account of un-earned increase was ascertained from the DDA, which has charged a sum of Rs.6,230/- per Sq.Mt. for the period 1990-1991. While applying the formula for increase of the rate every year adopted by the DDA, i.e., 10% every year, if the same is added to the same for 17 years, it comes to Rs.31,091.73/-. Since the above property was situated at the Sarita Vihar Side, the price of the acquired land would be little less which, in my view, should be about 20% less than the price fetched by the above mentioned properties, due to

locational disadvantages, which works out to Rs. 24873.38 or say 24875/- per sqm.

Thus as discussed above I have only two piece of evidence which can be taken into consideration for fixing the market value of the acquired land namely the rate charged by the DDA and circle rate. For the reasons stated above circle rate can not be adopted in the present case as the same is applicable to free hold properties. Whereas the rate charged by the DDA is for lease hold properties. Thus I fix the market value of acquired land at Rs. 24,875/- per sqm.

TREES: -

The land is vacant, hence no compensation assessed.

STRUCTURE: -

The property no.B-II/55 & B-II/56 are partially builtup. The valuation of these properties was got assessed from PWD (Division M-112), Delhi Government. The valuation is conveyed by the executive engineer of the division vide letter no. DB (Val)/PWD Divn-M-112/GOD/A-1123/377 dt. 19-12-08.

POSSESSION:

The possession of land has been taken on 30-05-08.

30% SOLATIUM: -

30%Solatium is payable on the market value of the land U/S 23(2) of L.A. Act 1894.

ADDITIONAL AMOUNT U/S 23(1-A):

In addition to the market value of the land an amount calculated at the rate of 12% per annum on such market value for the period commencing on and from the date of publication of the notification under section-4, sub section- (1), in respect of such land to the date of the award of the Collector or the date of taking possession of the land, whichever is earlier.

APPORTIONMENT

Compensation will be paid on the basis of the latest entries in the record. If there is a dispute regarding title/apportionment, which could not be settle here

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within a reasonable period, the dispute will be referred to the court of ADJ for adjudication u/s 30 & 31 of L.A. Act.

VESTING OF OWNERSHIP

From the date of taking over the possession of the land, the land under acquisition will vest absolutely in government and free from all encumbrances.

SUMMARY OF AWARD:

<u>S. No.</u>	<u>Details</u>	<u>Amount of Compensation.</u>
1.	Market value @ Rs.24, 875/ per sq. mtr. for an area measuring 9768.581 sq. mtr.	= Rs. 24, 29, 93,452=38
2.	Solatum @ 30%	= Rs. 7, 28, 98,035=71
3.	Additional amount @ 12% u/s 23(1-A) on (1) w.e.f. 03-12-07 to 30-05-08(179 days)	= Rs. 1,42,99,998=24
		Rs. 33, 01, 91,486=33
4.	Cost of structures of property no. B-II/55 & B-II/56(Rs.5, 31,491/- + Rs.70, 603/- respectively)	= Rs. 6, 02,094=00
5.	Interest u/s 34 @ 9% from 31.05.08 to 30.05.09(365 days)	= Rs. 2, 97, 17,233=77
6.	Interest u/s 34 @ 15% from 31-5-09 to 24-08-09(85days)	= Rs. 1, 15,34,086=27
	TOTAL	Rs. 37, 20, 44,900=27

(Rupees Thirty seven crore twenty lacs forty four thousand nine hundred and twenty seven paise only)


(S.K.SINGH)

LAND ACQUISITION COLLECTOR (SOUTH)

SECRETARY (REVENUE)

Approved -
24/8/09

Award announced in open court on 25/8/09

