

IN THE COURT OF PARMINDER SINGH GREWAL,
ADDITIONAL DISTRICT JUDGE (UID NO.PB0438),
SAS NAGAR.

1).

CIS No.	LAC-17-2019
CNR No.	PBSA010016122019
DATE OF INSTITUTION	21.02.2019
DATE OF DECISION	22.12.2023

Justice (Retd.) Harjit Singh Bedi, aged 72 years, son of Late Justice Tikka Jagjit Singh Bedi, Khewatdar of Village Bahalpur, Tehsil Kharar, District SAS Nagar (Mohali), resident of Village Rani Majra, Tehsil Kharar, District SAS Nagar (Mohali).

.....Petitioner/Claimant.

Versus.

1. State of Punjab, through the Land Acquisition Collector, Urban Development Department Punjab, PUDA Bhawan, SAS Nagar (Mohali), District Mohali.
2. The Greater Mohali Area Development Authority, SAS Nagar (Mohali), District Mohali, through its Chief Administrator.

.....Respondents

2).

CIS No.	LAC-36-2019
CNR No.	PBSA010025972019
DATE OF INSTITUTION	26.03.2019
DATE OF DECISION	22.12.2023

Harwinder Singh, aged 33 years, son of Sh. Sant Singh, Khewatdar and resident of village Rani Majra, Tehsil Kharar, District SAS Nagar (Mohali).

.....Petitioner/Claimant.

Versus

1. State of Punjab, through the Land Acquisition Collector, Urban Development Department Punjab, PUDA Bhawan, SAS Nagar (Mohali), District Mohali.
2. The Greater Mohali Area Development Authority, SAS Nagar (Mohali), District Mohali, through its Chief Administrator.

.....Respondents.**3).**

CIS No.	LAC-15-2019
CNR No.	PBSA010016102019
DATE OF INSTITUTION	21.02.2019
DATE OF DECISION	22.12.2023

1. Adarsh Preet Singh, aged 33 years, son of Gurdarshan Singh son of Gurdit Singh, through GPA Gurdarshan Singh son of Gurdit Singh, resident of Village Mullanpur Garibdass, Tehsil Khararm, District SAS Nagar (Mohali).
 2. Charanjit Kaur wife of Balbir Singh son of Hakam Singh, resident of Village Rasulpur, Tehsil Bassi Pathana, District Fatehgarh Sahib.
 3. Manpreet Kaur wife of Sukhchain Singh son of Kirpal Singh, resident of Village Gige Majra, Tehsil and District SAS Nagar (Mohali).
 4. Mandeep Kaur wife of Karamjit Singh son of Amrik Singh, resident of Village Patton, Tehsil Bassi Pathana, District Fatehgarh Sahib.
- Khewatdars of Village Rani Majra, Tehsil Kharar, District SAS Nagar (Mohali).

.....Petitioners/Claimants.**Versus**

1. State of Punjab, through the Land Acquisition Collector, Urban Development Department Punjab, PUDA Bhawan, SAS Nagar (Mohali), District Mohali.
2. The Greater Mohali Area Development Authority, SAS Nagar (Mohali), District Mohali, through its Chief Administrator.

.....Respondents.

4).

CIS No.	LAC-11-2019
CNR No.	PBSA010016062019
DATE OF INSTITUTION	21.02.2019
DATE OF DECISION	22.12.2023

Kuldeep Singh, aged 52 years, son of Sh. Rachan Singh, Khewatdar of Village Rani Majra, Tehsil Kharar, District SAS Nagar (Mohali), resident of Village Saini Majra, Tehsil Kharar, District SAS Nagar (Mohali).

.....Petitioner/Claimant.

Versus.

1. State of Punjab, through the Land Acquisition Collector, Urban Development Department Punjab, PUDA Bhawan, SAS Nagar (Mohali), District Mohali.
2. The Greater Mohali Area Development Authority, SAS Nagar (Mohali), District Mohali, through its Chief Administrator.

.....Respondents

5).

CIS No.	LAC-34-2019
CNR No.	PBSA010025952019
DATE OF INSTITUTION	26.03.2019
DATE OF DECISION	22.12.2023

1. Labh Singh, aged 59 years, son of Sh. Hazura Singh son of Hira Singh,
2. Avtar Singh, aged 37 years, son of Sh.Labh Singh son of Sh. Hazura

Singh,

3. Naginder Singh, aged 36 years, son of Sh. Labh Singh son of Sh. Hazura Singh,
Khewatdars and residents of Village Rani Majra, Hadbast No.85, Tehsil Kharar, District SAS Nagar (Mohali).

.....Petitioners/Claimants.

Versus.

1. State of Punjab, through the Land Acquisition Collector, Urban Development Department Punjab, PUDA Bhawan, SAS Nagar (Mohali), District Mohali.
2. The Greater Mohali Area Development Authority, SAS Nagar (Mohali), District Mohali, through its Chief Administrator.

.....Respondents

6).

CIS No.	LAC-118-2018
CNR No.	PBSA010087032018
DATE OF INSTITUTION	22.11.2018
DATE OF DECISION	22.12.2023

1. Kishan Singh, aged 70 years, son of Sh. Norata Singh,
2. Gurbachan Singh, aged 72 years, son of Sh. Norata Singh,
3. Sardara Singh, aged 62 years, son of Sh. Norata Singh,
4. Tara Singh, aged 63 years, son of Sh. Norata Singh,
5. Hardial Singh, aged 58 years, son of Sh. Norata Singh,
6. Harbhajan Singh, aged 57 years, son of Sh. Norata Singh,
7. Nathu Singh, aged 71 years, son of Sh. Hira Singh,
8. Karam Singh, aged 66 years, son of Sh. Hira Singh,
9. Sher Singh, aged 68 years, son of Sh. Hira Singh,
Khewatdars and residents of Village Husainpur, Tehsil and District SAS Nagar (Mohali).

.....Petitioners/Claimants.

Versus.

- 1. State of Punjab, through the Land Acquisition Collector, Urban Development Department Punjab, PUDA Bhawan, SAS Nagar (Mohali), District Mohali.
- 2. The Greater Mohali Area Development Authority, SAS Nagar (Mohali), District Mohali, through its Chief Administrator.

.....Respondents

7).

CIS No.	LAC-116-2018
CNR No.	PBSA010087012018
DATE OF INSTITUTION	22.11.2018
DATE OF DECISION	22.12.2023

- 1. Parvinder Singh, aged 50 years, son of Labh Singh,
 - 2. Kesar Singh, aged 45 years, son of Labh Singh,
 - 3. Dilbagh Singh, aged 40 years, son of Labh Singh,
- Khewatdars and residents of Village Palheri, Tehsil Kharar, District SAS Nagar (Mohali).

.....Petitioners/Claimants.

Versus.

- 1. State of Punjab, through the Land Acquisition Collector, Urban Development Department Punjab, PUDA Bhawan, SAS Nagar (Mohali), District Mohali.
- 2. The Greater Mohali Area Development Authority, SAS Nagar (Mohali), District Mohali, through its Chief Administrator.

.....Respondents

8).

CIS No.	LAC-19-2019
CNR No.	PBSA010016252019
DATE OF INSTITUTION	21.02.2019
DATE OF DECISION	22.12.2023

Harvinder Singh, aged 44 years, son of Sh. Sapura Singh son of Sh. Sita Singh, Khewatdar of Village Rani Majra, Tehsil Kharar, District SAS Nagar (Mohali), resident of Village Bharonjian, Tehsil Kharar, District SAS Nagar

(Mohali).

.....Petitioner/Claimant.

Versus.

- 1. State of Punjab, through the Land Acquisition Collector, Urban Development Department Punjab, PUDA Bhawan, SAS Nagar (Mohali), District Mohali.
- 2. The Greater Mohali Area Development Authority, SAS Nagar (Mohali), District Mohali, through its Chief Administrator.

.....Respondents

9).

CIS No.	LAC-10-2019
CNR No.	PBSA010016052019
DATE OF INSTITUTION	21.02.2019
DATE OF DECISION	22.12.2023

- 1. Mam Raj, aged 59 years, son of Late Sh. Kehar Singh,
 - 2. Dharambir, aged 53 years, son of Late Sh. Kehar Singh,
 - 3. Bhagirathi, aged 70 years, wife of Late Sh. Kehar Singh,
 - 4. Harkesh Singh, aged 50 years, son of Late Sh. Piara Singh,
 - 5. Subhash Kumar, aged 39 years, son of Late Sh. Piara Singh,
 - 6. Krishan Singh, aged 72 years, son of Late Sh. Kapuria,
- Khewatdars and residents of Village Husainpur, Tehsil and District SAS Nagar (Mohali).

.....Petitioners/Claimants.

Versus.

- 1. State of Punjab, through the Land Acquisition Collector, Urban Development Department Punjab, PUDA Bhawan, SAS Nagar (Mohali), District Mohali.
- 2. The Greater Mohali Area Development Authority, SAS Nagar (Mohali), District Mohali, through its Chief Administrator.

.....Respondents

10).

CIS No.	LAC-40-2019
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CNR No.	PBSA010026222019
DATE OF INSTITUTION	26.03.2019
DATE OF DECISION	22.12.2023

Balbir Singh, aged 48 years, son of Sh. Amar Singh son of Sh. Madho Singh, Khewatdar and resident of Village Rani Majra, Tehsil Kharar, District SAS Nagar (Mohali).

.....**Petitioner/Claimant.**

Versus.

1. State of Punjab, through the Land Acquisition Collector, Urban Development Department Punjab, PUDA Bhawan, SAS Nagar (Mohali), District Mohali.
2. The Greater Mohali Area Development Authority, SAS Nagar (Mohali), District Mohali, through its Chief Administrator.

.....**Respondents**

11).

CIS No.	LAC-117-2018
CNR No.	PBSA010087022018
DATE OF INSTITUTION	22.11.2018
DATE OF DECISION	22.12.2023

Mohan Singh, aged 66 years, son of Sh. Rachan Singh, Khewatdar of Village Rani Majra, Tehsil Kharar, District SAS Nagar (Mohali), resident of Village Saini Majra, Tehsil Kharar, District SAS Nagar (Mohali).

.....**Petitioner/Claimant.**

Versus.

1. State of Punjab, through the Land Acquisition Collector, Urban Development Department Punjab, PUDA Bhawan, SAS Nagar (Mohali), District Mohali.
2. The Greater Mohali Area Development Authority, SAS Nagar (Mohali), District Mohali, through its Chief Administrator.

....**Respondents**

12).

CIS No.	LAC-30-2019
CNR No.	PBSA010025912019
DATE OF INSTITUTION	26.03.2019
DATE OF DECISION	22.12.2023

1. Balwinder Kaur wife of Kirpal Singh,
 2. Manjit Kaur daughter of Kirpal Singh,
 3. Jaswinder Kaur daughter of Kirpal Singh,
 4. Malwinder Singh son of Kirpal Singh,
 5. Kuldeep Kaur daughter of Kirpal Singh,
 6. Jasbir Singh son of Kirpal Singh,
- Khewatdars and residents of Village Rani Majra, Hadbast No.85,
Tehsil Kharar, District SAS Nagar (Mohali).

.....Petitioners/Claimants.**Versus.**

1. State of Punjab, through the Land Acquisition Collector, Urban Development Department Punjab, PUDA Bhawan, SAS Nagar (Mohali), District Mohali.
2. The Greater Mohali Area Development Authority, SAS Nagar (Mohali), District Mohali, through its Chief Administrator.

....Respondents

13).

CIS No.	LAC-130-2018
CNR No.	PBSA010094932018
DATE OF INSTITUTION	19.12.2018
DATE OF DECISION	22.12.2023

1. Swaran Singh, aged 70 years, son of Sadhu Singh,
 2. Amrik Singh, aged 45 years, son of Prem Singh,
 3. Charan Singh, aged 85 years, son of Sadhu Singh,
- Khewatdars and residents of Village Palheri, Tehsil Kharar, District SAS Nagar (Mohali).

.....Petitioners/Claimants.

Versus.

- 1. State of Punjab, through the Land Acquisition Collector, Urban Development Department Punjab, PUDA Bhawan, SAS Nagar (Mohali), District Mohali.
- 2. The Greater Mohali Area Development Authority, SAS Nagar (Mohali), District Mohali, through its Chief Administrator.

....Respondents

14).

CIS No.	LAC-121-2018
CNR No.	PBSA010087062018
DATE OF INSTITUTION	22.11.2018
DATE OF DECISION	22.12.2023

- 1. Sajjan Singh, aged 46 years, son of Tarlochan Singh,
 - 2. Gursharan Singh, aged 45 years, son of Tarlochan Singh,
 - 3. Gurpreet Singh, aged 26 years, son of Sajjan Singh,
 - 4. Gurtej Singh, aged 20 years, son of Gursharan Singh,
 - 5. Gurjit Singh, aged 25 years, son of Gursharan Singh,
- All residents of Village Rani Majra, Tehsil Kharar, District SAS Nagar (Mohali).

.....Petitioners/Claimants.

Versus.

- 1. State of Punjab, through the Land Acquisition Collector, Urban Development Department Punjab, PUDA Bhawan, SAS Nagar (Mohali), District Mohali.
- 2. The Greater Mohali Area Development Authority, SAS Nagar (Mohali), District Mohali, through its Chief Administrator.

....Respondents

15).

CIS No.	LAC-131-2018
CNR No.	PBSA010094942018
DATE OF INSTITUTION	19.12.2018

DATE OF DECISION	22.12.2023
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1. Satwant Singh, aged 62 years, son of Sh. Gurcharan Singh,
2. Tarsem Singh, aged 40 years, son of Sh. Satwant Singh,
Khewatdars and residents of Village Rani Majra, Tehsil Kharar,
District SAS Nagar (Mohali).

.....Petitioners/Claimants.

Versus.

1. State of Punjab, through the Land Acquisition Collector, Urban
Development Department Punjab, PUDA Bhawan, SAS Nagar
(Mohali), District Mohali.
2. The Greater Mohali Area Development Authority, SAS Nagar
(Mohali), District Mohali, through its Chief Administrator.

....Respondents

16).

CIS No.	LAC-126-2018
CNR No.	PBSA010094892018
DATE OF INSTITUTION	19.12.2018
DATE OF DECISION	22.12.2023

1. Kesar Singh, aged 63 years, son of Sh. Hazara Singh,
2. Gurmail Singh, aged 51 years, son of Sh. Hazara Singh,
3. Jaswinder Singh, aged 34 years, son of Sh. Nachhattar Singh,
4. Gursewak Singh, aged 28 years, son of Sh. Beant Singh,
5. Lakhwinder Singh, aged 26 years, son of Sh. Beant Singh,
Khewatdars and residents of Village Husainpur, Tehsil and District
SAS Nagar (Mohali).

.....Petitioners/Claimants.

Versus.

1. State of Punjab, through the Land Acquisition Collector, Urban
Development Department Punjab, PUDA Bhawan, SAS Nagar
(Mohali), District Mohali.

2. The Greater Mohali Area Development Authority, SAS Nagar (Mohali), District Mohali, through its Chief Administrator.

....Respondents

17).

CIS No.	LAC-128-2018
CNR No.	PBSA010094912018
DATE OF INSTITUTION	19.12.2018
DATE OF DECISION	22.12.2023

1. Surjit Singh, aged 51 years, son of Sarwan Singh,
2. Ranjodh Singh, aged 23 years, son of Gurdev Singh,
Khewatdars and residents of Village Palheri, Tehsil Kharar, District SAS Nagar (Mohali).

.....Petitioners/Claimants.

Versus.

1. State of Punjab, through the Land Acquisition Collector, Urban Development Department Punjab, PUDA Bhawan, SAS Nagar (Mohali), District Mohali.
2. The Greater Mohali Area Development Authority, SAS Nagar (Mohali), District Mohali, through its Chief Administrator.

....Respondents

18).

CIS No.	LAC-122-2018
CNR No.	PBSA010087072018
DATE OF INSTITUTION	22.11.2018
DATE OF DECISION	22.12.2023

1. Swaran Singh, aged 67 years, son of Sh. Naranjan Singh,
2. Jaswinder Singh, aged 44 years, son of Sh. Swaran Singh,
3. Jagtar Singh, aged 43 years, son of Sh. Swaran Singh,
4. Sukhwinder Singh, aged 40 years, son of Sh. Swaran Singh,

5. Sukhdarshan Singh @ Gurdarshan Singh, aged 39 years, son of Sh. Swaran Singh,
Khewatdars and residents of Village Palheri, Tehsil Kharar, District SAS Nagar (Mohali).

.....Petitioners/Claimants.

Versus.

1. State of Punjab, through the Land Acquisition Collector, Urban Development Department Punjab, PUDA Bhawan, SAS Nagar (Mohali), District Mohali.
2. The Greater Mohali Area Development Authority, SAS Nagar (Mohali), District Mohali, through its Chief Administrator.

....Respondents

19).

CIS No.	LAC-32-2019
CNR No.	PBSA010025932019
DATE OF INSTITUTION	26.03.2019
DATE OF DECISION	22.12.2023

Simratpal Singh, aged 28 years, son of Sh. Kulwant Singh son of Sh. Nasib Singh, Khewatdar and resident of Village Rani Majra, Tehsil Kharar, District SAS Nagar (Mohali).

.....Petitioner/Claimant.

Versus.

1. State of Punjab, through the Land Acquisition Collector, Urban Development Department Punjab, PUDA Bhawan, SAS Nagar (Mohali), District Mohali.
2. The Greater Mohali Area Development Authority, SAS Nagar (Mohali), District Mohali, through its Chief Administrator.

....Respondents

20).

CIS No.	LAC-20-2019
CNR No.	PBSA010016262019

DATE OF INSTITUTION	21.02.2019
DATE OF DECISION	22.12.2023

1. Ranjit Kaur, aged 31 years, wife of Late Sh. Dilbara singh son of Sh. Bahadur Singh,
 2. Udham Singh, aged 13 years, minor son of Late Sh. Dilbara Singh son of Sh. Bahadur Singh,
 3. Jashanpreet Kaur, aged 10 years, minor daughter of Late Sh. Dilbara Singh son of Sh. Bahadur Singh,
- Both the above aid minors through their mother and natural guardian Ranjit Kaur, claimant no.1.
- Khewatdars and residents of Village Palheri, Tehsil Kharar, District SAS Nagar (Mohali).

.....Petitioners/Claimants.

Versus.

1. State of Punjab, through the Land Acquisition Collector, Urban Development Department Punjab, PUDA Bhawan, SAS Nagar (Mohali), District Mohali.
2. The Greater Mohali Area Development Authority, SAS Nagar (Mohali), District Mohali, through its Chief Administrator.

....Respondents

21).

CIS No.	LAC-31-2019
CNR No.	PBSA010025922019
DATE OF INSTITUTION	26.03.2019
DATE OF DECISION	22.12.2023

1. Ranjit Singh, aged 34 years, son of Sh. Amarjit Singh son of Sh. Nirranjan Singh,
 2. Jaswinder Singh, aged 31 years, son of Sh. Amarjit Singh son of Sh. Nirranjan Singh,
- Khewatdars of Village Rani Majra, Hadbast No.85, Tehsil Kharar,

District Mohali, residents of Village Rasulpur, Tehsil Kharar, District SAS Nagar (Mohali).

.....Petitioners/Claimants.

Versus.

- 1. State of Punjab, through the Land Acquisition Collector, Urban Development Department Punjab, PUDA Bhawan, SAS Nagar (Mohali), District Mohali.
- 2. The Greater Mohali Area Development Authority, SAS Nagar (Mohali), District Mohali, through its Chief Administrator.

....Respondents

22).

CIS No.	LAC-132-2018
CNR No.	PBSA010094952018
DATE OF INSTITUTION	19.12.2018
DATE OF DECISION	22.12.2023

- 1. Surjit Singh, aged 71 years, son of Sh. Chattar Singh,
- 2. Jagjit Kaur, aged 67 years, wife of Sh. Surjit Singh,
Khewatdars and residents of Village Rani Majra, Tehsil Kharar, District SAS Nagar (Mohali).

.....Petitioners/Claimants.

Versus.

- 1. State of Punjab, through the Land Acquisition Collector, Urban Development Department Punjab, PUDA Bhawan, SAS Nagar (Mohali), District Mohali.
- 2. The Greater Mohali Area Development Authority, SAS Nagar (Mohali), District Mohali, through its Chief Administrator.

....Respondents

23).

CIS No.	LAC-119-2018
CNR No.	PBSA010087042018
DATE OF INSTITUTION	22.11.2018

DATE OF DECISION	22.12.2023
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1. Sadhu Singh, aged 71 years, son of Telu Singh,
2. Gurpal Singh, aged 67 years, son of Telu Singh,
Khewatdars and residents of Village Palheri, Tehsil Kharar, District SAS Nagar (Mohali).

.....Petitioners/Claimants.

Versus.

1. State of Punjab, through the Land Acquisition Collector, Urban Development Department Punjab, PUDA Bhawan, SAS Nagar (Mohali), District Mohali.
2. The Greater Mohali Area Development Authority, SAS Nagar (Mohali), District Mohali, through its Chief Administrator.

....Respondents

24).

CIS No.	LAC-51-2019
CNR No.	PBSA010041732019
DATE OF INSTITUTION	08.05.2019
DATE OF DECISION	22.12.2023

Amarjeet Singh, aged 67 years, son of Sh. Chattar Singh, Khewatdar and resident of Village Rani Majra, Tehsil Kharar, District SAS Nagar (Mohali).

.....Petitioner/Claimant.

Versus.

1. State of Punjab, through the Land Acquisition Collector, Urban Development Department Punjab, PUDA Bhawan, SAS Nagar (Mohali), District Mohali.
2. The Greater Mohali Area Development Authority, SAS Nagar (Mohali), District Mohali, through its Chief Administrator.

....Respondents

25).

CIS No.	LAC-16-2019
CNR No.	PBSA010016112019
DATE OF INSTITUTION	21.02.2019
DATE OF DECISION	22.12.2023

1. Palwinder Singh, aged 36 years, son of Sh. Gurdev Singh,
 2. Narinder Singh, aged 53 years, son of Sh. Gurdev Singh,
 3. Karamjit Singh, aged 50 years, son of Sh. Pritam Singh,
 4. Kuldip Singh, aged 45 years, son of Sh. Pritam Singh,
 5. Harjinder Singh, aged 55 years, son of Sh. Pritam Singh,
- Khewatdars and residents of Village Palheri, Tehsil Kharar, District SAS Nagar (Mohali).

.....**Petitioners/Claimants.**

Versus.

1. State of Punjab, through the Land Acquisition Collector, Urban Development Department Punjab, PUDA Bhawan, SAS Nagar (Mohali), District Mohali.
2. The Greater Mohali Area Development Authority, SAS Nagar (Mohali), District Mohali, through its Chief Administrator.

....**Respondents**

26).

CIS No.	LAC-14-2019
CNR No.	PBSA010016092019
DATE OF INSTITUTION	21.02.2019
DATE OF DECISION	22.12.2023

1. Ajit Singh, aged 49 years, son of Sh. Amar Singh, Khewatdar of Village Palheri, Tehsil Kharar, District SAS Nagar (Mohali), resident of House No.3442, Sector 27-D, Chandigarh.
2. Veena Thukral wife of Sh. Narinder Kumar Thukral, Khewatdar of Village Palheri, Tehsil Kharar, District SAS Nagar (Mohali), resident

of House No.1117, Sector-7, Panchkula.

.....Petitioners/Claimants.

Versus.

- 1. State of Punjab, through the Land Acquisition Collector, Urban Development Department Punjab, PUDA Bhawan, SAS Nagar (Mohali), District Mohali.
- 2. The Greater Mohali Area Development Authority, SAS Nagar (Mohali), District Mohali, through its Chief Administrator.

....Respondents

27).

CIS No.	LAC-12-2019
CNR No.	PBSA010016072019
DATE OF INSTITUTION	21.02.2019
DATE OF DECISION	22.12.2023

- 1. Hardip Singh, aged 36 years, son of Sh. Ranjit Singh,
 - 2. Ajaib Singh, aged 70 years, son of Sh. Surjan Singh,
 - 3. Paramjit Kaur, aged 42 years, daughter of Sh. Mohinder Singh,
 - 4. Sewa Singh, aged 46 years, son of Sh. Mohinder Singh,
- Khewatdars and residents of Village Palheri, Tehsil Kharar, District SAS Nagar (Mohali).

.....Petitioners/Claimants.

Versus.

- 1. State of Punjab, through the Land Acquisition Collector, Urban Development Department Punjab, PUDA Bhawan, SAS Nagar (Mohali), District Mohali.
- 2. The Greater Mohali Area Development Authority, SAS Nagar (Mohali), District Mohali, through its Chief Administrator.

....Respondents

28).

CIS No.	LAC-120-2018
CNR No.	PBSA010087052018

DATE OF INSTITUTION	22.11.2018
DATE OF DECISION	22.12.2023

1. Jarnail Singh, aged 61 years, son of Sh. Gurmukh Singh,
2. Nirmal Singh, aged 54 years, son of Sh. Gurmukh Singh,
Khewatdars and residents of Village Palheri, Tehsil Kharar, District
SAS Nagar (Mohali).

.....Petitioners/Claimants.

Versus.

1. State of Punjab, through the Land Acquisition Collector, Urban
Development Department Punjab, PUDA Bhawan, SAS Nagar
(Mohali), District Mohali.
2. The Greater Mohali Area Development Authority, SAS Nagar
(Mohali), District Mohali, through its Chief Administrator.

....Respondents

29).

CIS No.	LAC-76-2019
CNR No.	PBSA010084642019
DATE OF INSTITUTION	16.09.2019
DATE OF DECISION	22.12.2023

1. Bhag Singh, aged 72 years, son of Teja Singh,
2. Pala Singh, aged 54 years, son of Teja Singh,
3. Jeet Singh @ Ajit Singh son of Teja Singh,
All residents of Village Palheri, Tehsil Kharar, District SAS Nagar,
Mohali.
4. Kulwinder Kaur wife of Gurdev Singh,
5. Sachneet Singh son of Gurdev Singh,
Both residents of H. No.2368, 2nd Floor, Sector 44-D, Chandigarh.

.....Petitioners/Claimants.

Versus.

1. State of Punjab, through the Land Acquisition Collector, Urban Development Department Punjab, PUDA Bhawan, Sector-62, District SAS Nagar, Mohali.
2. The Greater Mohali Area Development Authority, PUDA Bhawan, District SAS Nagar (Mohali), through Chief Administrator.

...Respondents

30).

CIS No.	LAC-47-2019
CNR No.	PBSA010040632019
DATE OF INSTITUTION	06.05.2019
DATE OF DECISION	22.12.2023

1. Davinder Singh, aged about 61 years, son of Shadi Singh,
 2. Darshan Singh, aged about 57 years, son of Shadi Singh,
- Both residents of Village Rani Majra, Tehsil Kharar, District SAS Nagar, Mohali.

.....Petitioners/Claimants.

Versus.

The Greater Mohali Area Development Authority, through its Land Acquisition Collector, SAS Nagar, Mohali.

....Respondent

Application/Reference under Section 64 of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013.

Present : Mr. Sher Singh Rathore, Advocate for the petitioners/claimants.
 Mr. Bharpur Singh, Government Pleader for the respondent No.1.
 Mr. Ashok Sharma, Advocate, Mr. Pankaj Sikka, Advocate and Mr. Maninder Badwal, Advocate for the respondent No.2.

AWARD

1. This Award of this Court shall dispose of the aforesaid 30 petitions arisen out of the same Award No.569, whereby the land of the

petitioners was acquired by the respondents. The aforesaid 30 Land References are based upon the similar facts, similar pleadings and similar and common question of law involved therein, however, the same are filed in connection with enhancement of compensation of the adjoining acquired land and therefore, the same were consolidated and therefore, are hereby taken up together for final disposal on merits.

2. The claimants/petitioners have filed the aforesaid 30 claim petitions under Section 64 of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 for referring/forwarding the matter to the Land Acquisition, Rehabilitation and Resettlement Authority [constituted under Section 51 of the Act of 2013] or the Learned Reference Court/the Court of Learned District Judge, SAS Nagar (Mohali) for proper adjudication of the matter for the purposes of determination of the actual market value of the land in question situated at Villages Bahalpur, Rani Majra, Husainpur and Palheri, District SAS Nagar (Mohali) acquired vide Award No.569 dated 18.05.2018 as well as on account of severance allowance, acquired underground pipeline, tubewell/bore, kotha, Chabacha, trees etc.

(1. Justice (Retd.) Mr. Harjit Singh Bedi Vs. State of Punjab & another, LAC-17-2019)

3. The factual conspectus of this case in brief as outlined/pleaded/alleged in the application filed by the petitioner before the aforesaid concerned Land Acquisition Collector is that the land belonging to the claimant/petitioner measuring 10.48 Marlas comprising in Khasra

No.11/20 min (1-6), situated in village Bahalpur, Hadbast No.86, Tehsil Kharar, District SAS Nagar (Mohali) has been acquired by the Punjab Government for the public purpose for construction of 200 feet wide Master Plan Road P.R. 7 in New Chandigarh and SAS Nagar vide Award No.569 dated 18.05.2018.

(2. Harwinder Singh Vs. State of Punjab & another, LAC-36-2019)

4. The factual conspectus of this case in brief as outlined/pleaded/alleged in the application filed by the petitioner before the aforesaid concerned Land Acquisition Collector is that the land belonging to the petitioner/claimant to the extent of his respective share, out of the land comprising in Khasra No.6-7//6/3 min (0-6) situated in village Rani Majra, Hadbast No.85, Tehsil Kharar, District SAS Nagar(Mohali) has been acquired by the Punjab Government for the public purpose for construction of 200 feet wide Master Plan Road P.R. 7 in New Chandigarh and SAS Nagar vide Award No.569 dated 18.05.2018.

(3. Adarsh Preet Singh & others Vs. State of Punjab & another, LAC-15-2019)

5. The factual conspectus of this case in brief as outlined/pleaded/alleged in the application filed by the petitioners before the aforesaid concerned Land Acquisition Collector is that the land belonging to the petitioners/claimants to the extent of their respective shares, out of the land comprising in Khewat/Khatoni No.291/293, Khasra No.109/2 situated in village Rani Majra, Hadbast No.85, Tehsil Kharar, District SAS Nagar(Mohali) has been acquired by the Punjab Government for the public

purpose for construction of 200 feet wide Master Plan Road P.R. 7 in New Chandigarh and SAS Nagar vide Award No.569 dated 18.05.2018.

(4. Kulwant Singh Vs. State of Punjab & another, LAC-11-2019)

6. The factual conspectus of this case in brief as outlined/pleaded/alleged in the application filed by the petitioner before the aforesaid concerned Land Acquisition Collector is that the land belonging to the petitioner/claimant to the extent of his respective share, out of the land comprising in Khasra Nos.5//22/2/1(0-8), 8//8/1/2(3-11) and 8//2/2//2/2(2-17) situated in village Rani Majra, Hadbast No.85, Tehsil Kharar, District SAS Nagar(Mohali) has been acquired by the Punjab Government for the public purpose for construction of 200 feet wide Master Plan Road P.R. 7 in New Chandigarh and SAS Nagar vide Award No.569 dated 18.05.2018.

(5. Labh Singh & others Vs. State of Punjab & another, LAC-34-2019)

7. The factual conspectus of this case in brief as outlined/pleaded/alleged in the application filed by the petitioners before the aforesaid concerned Land Acquisition Collector is that the land belonging to the petitioners/claimants comprising in Khasra Nos.129 and 131 situated in village Rani Majra, Hadbast No.85, Tehsil Kharar, District SAS Nagar(Mohali) has been acquired by the Punjab Government for the public purpose for construction of 200 feet wide Master Plan Road P.R. 7 in New Chandigarh and SAS Nagar vide Award No.569 dated 18.05.2018.

(6. Kishan Singh & others Vs. State of Punjab & another, LAC-118-2018)

8. The factual conspectus of this case in brief as outlined/pleaded/alleged in the application filed by the petitioners before the aforesaid concerned Land Acquisition Collector is that the land belonging to the petitioners/claimants to the extent of their respective shares, out of the land comprising in Khewat/Khatoni No.63/83, Khasra Nos.11//10/2(1-12), 12//6 min (4-10) and 15/1 min (1-3) situated in village Husainpur, Hadbast No.178, Tehsil and District SAS Nagar(Mohali) has been acquired by the Punjab Government for the public purpose for construction of 200 feet wide Master Plan Road P.R. 7 in New Chandigarh and SAS Nagar vide Award No.569 dated 18.05.2018.

(7. Parvinder Singh & others Vs. State of Punjab & another, LAC-116-2018)

9. The factual conspectus of this case in brief as outlined/pleaded/alleged in the application filed by the petitioners before the aforesaid concerned Land Acquisition Collector is that the land belonging to the petitioners/claimants out of the land comprising in Khasra Nos.11//9/2/1(1-4), 10/3 min (0-6), 11/1 min (1-0) and 12/1 (0-8) situated in village Palheri, Hadbast No.173, Tehsil Kharar, District SAS Nagar(Mohali) has been acquired by the Punjab Government for the public purpose for construction of 200 feet wide Master Plan Road P.R. 7 in New Chandigarh and SAS Nagar vide Award No.569 dated 18.05.2018.

(8. Harvinder Singh Vs. State of Punjab & another, LAC-19-2019)

10. The factual conspectus of this case in brief as outlined/pleaded/alleged in the application filed by the petitioner before the

aforesaid concerned Land Acquisition Collector is that the land belonging to the petitioner/claimant comprising in Khewat/Khatoni No.281/283, Khasra No.109/6 situated in village Rani Majra, Hadbast No.85, Tehsil Kharar, District SAS Nagar(Mohali) has been acquired by the Punjab Government for the public purpose for construction of 200 feet wide Master Plan Road P.R. 7 in New Chandigarh and SAS Nagar vide Award No.569 dated 18.05.2018.

(9. Mam Raj & others Vs. State of Punjab & another, LAC-10-2019)

11. The factual conspectus of this case in brief as outlined/pleaded/alleged in the application filed by the petitioners before the aforesaid concerned Land Acquisition Collector is that the land belonging to the petitioners/claimants, as per their respective shares, out of the land comprising in Khasra Nos.11//9/1 min (0-0), 9/2/1 min (1-5), 10/1/1(2-0), 10/1/2 min(1-6) and 10/1/3 min (0-4) situated in village Husainpur, Hadbast No.178, Tehsil and District SAS Nagar(Mohali) has been acquired by the Punjab Government for the public purpose for construction of 200 feet wide Master Plan Road P.R. 7 in New Chandigarh and SAS Nagar vide Award No.569 dated 18.05.2018.

(10. Balbir Singh Vs. State of Punjab & another, LAC-40-2019)

12. The factual conspectus of this case in brief as outlined/pleaded/alleged in the application filed by the petitioner before the aforesaid concerned Land Acquisition Collector is that the land belonging to the petitioner/claimant, as per his respective share, out of the land comprising in Khasra Nos.8//1/1 min (1-19), 6-7//6/1 min (0-1), 6/2(0-5),

15/2(1-1), 8//10/2 min (0-9) and 10/3(0-10) situated in village Rani Majra, Hadbast No.85, Tehsil Kharar, District SAS Nagar(Mohali) has been acquired by the Punjab Government for the public purpose for construction of 200 feet wide Master Plan Road P.R. 7 in New Chandigarh and SAS Nagar vide Award No.569 dated 18.05.2018.

(11. Mohan Singh Vs. State of Punjab & another, LAC-117-2018)

13. The factual conspectus of this case in brief as outlined/pleaded/alleged in the application filed by the petitioner before the aforesaid concerned Land Acquisition Collector is that the land belonging to the petitioner/claimant, as per his respective share, out of the land comprising in Khasra Nos.5//22/2/1(0-8), 8//8/1/2(3-11) and 8//2/2/2/2 (2-17) situated in village Rani Majra, Hadbast No.85, Tehsil Kharar, District SAS Nagar(Mohali) has been acquired by the Punjab Government for the public purpose for construction of 200 feet wide Master Plan Road P.R. 7 in New Chandigarh and SAS Nagar vide Award No.569 dated 18.05.2018.

(12. Balwinder Kaur & others Vs. State of Punjab & another, LAC-30-2019)

14. The factual conspectus of this case in brief as outlined/pleaded/alleged in the application filed by the petitioners before the aforesaid concerned Land Acquisition Collector is that the land belonging to the petitioners/claimants comprising in Khasra Nos.131/1 and 109/7 situated in village Rani Majra, Hadbast No.85, Tehsil Kharar, District SAS Nagar(Mohali) has been acquired by the Punjab Government for the public purpose for construction of 200 feet wide Master Plan Road P.R. 7 in New

Chandigarh and SAS Nagar vide Award No.569 dated 18.05.2018.

(13. Swaran Singh & others Vs. State of Punjab & another, LAC-130-2018)

15. The factual conspectus of this case in brief as outlined/pleaded/alleged in the application filed by the petitioners before the aforesaid concerned Land Acquisition Collector is that the land belonging to the petitioners/claimants out of the land comprising in Khasra Nos.3//25(2-7), 5//5 min(4-16) and 6 min (0-12) situated in village Palheri, Hadbast No.173, Tehsil Kharar, District SAS Nagar(Mohali) has been acquired by the Punjab Government for the public purpose for construction of 200 feet wide Master Plan Road P.R. 7 in New Chandigarh and SAS Nagar vide Award No.569 dated 18.05.2018.

(14. Sajjan Singh & others Vs. State of Punjab & another, LAC-121-2018)

16. The factual conspectus of this case in brief as outlined/pleaded/alleged in the application filed by the petitioners before the aforesaid concerned Land Acquisition Collector is that the land belonging to the petitioners/claimants to the extent of their respective shares, out of the land comprising in Khewat/Khatoni No.209/210, Khasra Nos.17//19/3(0-1), 20//6/1(5-12), 21//1(7-1), 10(2-7), 27(0-3), 17//21/3(1-17), 22/1(1-0), 20//5/3(1-7), 17//21/2(0-10), 20//15/3(2-13), 20//6/2(0-16), 6(0-5), 7/1(0-4), 14/3(0-16), 15/1(0-12), 17/2(0-1), 26//2/2 (2-14), 9(7-2), 10(0-19), 20//22/1(0-6), 26//2/1(1-6), 15/2(1-8) situated in village Rani Majra, Hadbast No.85, Tehsil Kharar, District SAS Nagar(Mohali) has been acquired by the

Punjab Government for the public purpose for construction of 200 feet wide Master Plan Road P.R. 7 in New Chandigarh and SAS Nagar vide Award No.569 dated 18.05.2018.

(15. Satwant Singh & another Vs. State of Punjab & another, LAC-131-2018)

17. The factual conspectus of this case in brief as outlined/pleaded/alleged in the application filed by the petitioners before the aforesaid concerned Land Acquisition Collector is that the land belonging to the petitioners/claimants, out of the land comprising in Khasra Nos.8//3/1(0-16), 8//9/2(3-7), 8//3/2/1(1-17), 8/2(0-11) and 8//8/1/2(3-11) situated in village Rani Majra, Hadbast No.85, Tehsil Kharar, District SAS Nagar(Mohali) has been acquired by the Punjab Government for the public purpose for construction of 200 feet wide Master Plan Road P.R. 7 in New Chandigarh and SAS Nagar vide Award No.569 dated 18.05.2018.

(16. Kesar Singh & others Vs. State of Punjab & another, LAC-126-2018)

18. The factual conspectus of this case in brief as outlined/pleaded/alleged in the application filed by the petitioners before the aforesaid concerned Land Acquisition Collector is that the land belonging to the petitioners/claimants, as per their respective shares, out of the land comprising in Khasra Nos.11//1/1 min (0-12) and 12//5 min(4-15) situated in village Husainpur, Hadbast No.178, Tehsil and District SAS Nagar(Mohali) has been acquired by the Punjab Government for the public purpose for construction of 200 feet wide Master Plan Road P.R. 7 in New Chandigarh

and SAS Nagar vide Award No.569 dated 18.05.2018.

(17. Surjit Singh & another Vs. State of Punjab & another, LAC-128-2018)

19. The factual conspectus of this case in brief as outlined/pleaded/alleged in the application filed by the petitioners before the aforesaid concerned Land Acquisition Collector is that the land belonging to the petitioners/claimants out of the land comprising in Khasra Nos.11/19/2 min (2-11) and 11/22/1 min (0-11) situated in village Palheri, Hadbast No.173, Tehsil Kharar, District SAS Nagar(Mohali) has been acquired by the Punjab Government for the public purpose for construction of 200 feet wide Master Plan Road P.R. 7 in New Chandigarh and SAS Nagar vide Award No.569 dated 18.05.2018.

(18. Swaran Singh & others Vs. State of Punjab & another, LAC-122-2018)

20. The factual conspectus of this case in brief as outlined/pleaded/alleged in the application filed by the petitioners before the aforesaid concerned Land Acquisition Collector is that the land belonging to the petitioners/claimants out of the land comprising in Khasra Nos.5//4 min(3-0), 11//2/1 min (0-2), 9/2/2 min (0-7), 5//8 min (0-5) and 5//7/2 min (6-4) situated in village Palheri, Hadbast No.173, Tehsil Kharar, District SAS Nagar(Mohali) has been acquired by the Punjab Government for the public purpose for construction of 200 feet wide Master Plan Road P.R. 7 in New Chandigarh and SAS Nagar vide Award No.569 dated 18.05.2018.

(19. Simratpal Singh Vs. State of Punjab & another, LAC-32-2019)

21. The factual conspectus of this case in brief as outlined/pleaded/alleged in the application filed by the petitioners before the aforesaid concerned Land Acquisition Collector is that the land belonging to the petitioner/claimant comprising in Khewat/Khatoni No.115/115, Khasra No. 8//9/1 min (0-1) situated in village Rani Majra, Hadbast No.85, Tehsil Kharar, District SAS Nagar(Mohali) has been acquired by the Punjab Government for the public purpose for construction of 200 feet wide Master Plan Road P.R. 7 in New Chandigarh and SAS Nagar vide Award No.569 dated 18.05.2018.

(20. Ranjit Kaur & others Vs. State of Punjab & another, LAC-20-2019)

22. The factual conspectus of this case in brief as outlined/pleaded/alleged in the application filed by the petitioners before the aforesaid concerned Land Acquisition Collector is that the land belonging to the petitioners/claimants out of the land comprising in Khewat/Khatoni No.77/77, Khasra No.5//8 min (0-5) and Khewat/Khatoni No.76/76, Khasra No.5//7/2 min (6-4) situated in village Palheri, Hadbast No.173, Tehsil Kharar, District SAS Nagar(Mohali) has been acquired by the Punjab Government for the public purpose for construction of 200 feet wide Master Plan Road P.R. 7 in New Chandigarh and SAS Nagar vide Award No.569 dated 18.05.2018.

(21. Ranjit Singh & another Vs. State of Punjab & another, LAC-31-2019)

23. The factual conspectus of this case in brief as

outlined/pleaded/alleged in the application filed by the petitioners before the aforesaid concerned Land Acquisition Collector is that the land belonging to the petitioners/claimants, as per their respective shares, out of the land comprising in Khasra Nos.20//17/4 min (1-17) and 20//18/1 min (0-13) situated in village Rani Majra, Hadbast No.85, Tehsil Kharar, District SAS Nagar(Mohali) has been acquired by the Punjab Government for the public purpose for construction of 200 feet wide Master Plan Road P.R. 7 in New Chandigarh and SAS Nagar vide Award No.569 dated 18.05.2018.

(22. Surjit Singh & another Vs. State of Punjab & another, LAC-132-2018)

24. The factual conspectus of this case in brief as outlined/pleaded/alleged in the application filed by the petitioners before the aforesaid concerned Land Acquisition Collector is that the land belonging to the petitioners/claimants, as per their respective shares, out of the land comprising in Khewat/Khatoni No.143/144, Khasra No.8//9/3/1 (1-19) situated in village Rani Majra, Hadbast No.85, Tehsil Kharar, District SAS Nagar(Mohali) has been acquired by the Punjab Government for the public purpose for construction of 200 feet wide Master Plan Road P.R. 7 in New Chandigarh and SAS Nagar vide Award No.569 dated 18.05.2018.

(23. Sadhu Singh & another Vs. State of Punjab & another, LAC-119-2018)

25. The factual conspectus of this case in brief as outlined/pleaded/alleged in the application filed by the petitioners before the aforesaid concerned Land Acquisition Collector is that the land belonging to

the petitioners/claimants out of the land comprising in Khasra Nos.20//25/1 min (1-3), 25//5/1 min (4-19) and 6/2 min (2-6) situated in village Palheri, Hadbast No.173, Tehsil Kharar, District SAS Nagar (Mohali) has been acquired by the Punjab Government for the public purpose for construction of 200 feet wide Master Plan Road P.R. 7 in New Chandigarh and SAS Nagar vide Award No.569 dated 18.05.2018.

(24. Amarjeet Singh Vs. State of Punjab & another, LAC-51-2019)

26. The factual conspectus of this case in brief as outlined/pleaded/alleged in the application filed by the petitioner before the aforesaid concerned Land Acquisition Collector is that the land belonging to the petitioner/claimant, as per his respective share, out of the land comprising in Khewat/Khatoni No.193/194, Khasra Nos.6-7//6/1 (0-1), 6/2(0-5), 15/2(1-1), 8//10/2(0-9), 10/3(0-10), Khewat/Khatoni No.194/195, Khasra No.8//11/1(1-19) and Khewat/Khatoni No.144/145, Khasra Nos.8//10/1(3-11), 11/3(2-12), 12/1(0-13) and 9/3/2(1-14) situated in village Rani Majra, Hadbast No.85, Tehsil Kharar, District SAS Nagar(Mohali) has been acquired by the Punjab Government for the public purpose for construction of 200 feet wide Master Plan Road P.R. 7 in New Chandigarh and SAS Nagar vide Award No.569 dated 18.05.2018.

(25. Palwinder Singh & others Vs. State of Punjab & another, LAC-16-2019)

27. The factual conspectus of this case in brief as outlined/pleaded/alleged in the application filed by the petitioners before the aforesaid concerned Land Acquisition Collector is that the land measuring

16 Kanals 19 Marlas belonging to the petitioners/claimants out of the land comprising in Khasra Nos.38//25/2/1, 38//25/2/3, 38//6/2, 38//15/2, 38//16/2, 38//24/3/2 and 38//25/1/2/1 situated in village Palheri, Hadbast No.173, Tehsil Kharar, District SAS Nagar (Mohali) has been acquired by the Punjab Government for the public purpose for construction of 200 feet wide Master Plan Road P.R. 7 in New Chandigarh and SAS Nagar vide Award No.569 dated 18.05.2018.

(26. Ajit Singh & another Vs. State of Punjab & another, LAC-14-2019)

28. The factual conspectus of this case in brief as outlined/pleaded/alleged in the application filed by the petitioners before the aforesaid concerned Land Acquisition Collector is that the land belonging to the petitioners/claimants out of the land comprising in Khasra Nos.11//19/2(2-11) and 11//22/1 (0-11) situated in village Palheri, Hadbast No.173, Tehsil Kharar, District SAS Nagar (Mohali) has been acquired by the Punjab Government for the public purpose for construction of 200 feet wide Master Plan Road P.R. 7 in New Chandigarh and SAS Nagar vide Award No.569 dated 18.05.2018.

(27. Hardip Singh & others Vs. State of Punjab & another, LAC-12-2019)

29. The factual conspectus of this case in brief as outlined/pleaded/alleged in the application filed by the petitioners before the aforesaid concerned Land Acquisition Collector is that the land belonging to the petitioners/claimants out of the land comprising in Khasra Nos.5//17/2

min (0-3), 17/3 min (0-0) and 17/4 min (0-0) situated in village Palheri, Hadbast No.173, Tehsil Kharar, District SAS Nagar (Mohali) has been acquired by the Punjab Government for the public purpose for construction of 200 feet wide Master Plan Road P.R. 7 in New Chandigarh and SAS Nagar vide Award No.569 dated 18.05.2018.

(28. Jarnail Singh & another Vs. State of Punjab & another, LAC-120-2018)

30. The factual conspectus of this case in brief as outlined/pleaded/alleged in the application filed by the petitioners before the aforesaid concerned Land Acquisition Collector is that the land belonging to the petitioners/claimants out of the land comprising in Khasra Nos.11//11/2 min (1-10), 20/1 min (0-9) and 20//5/1 (0-1) situated in village Palheri, Hadbast No.173, Tehsil Kharar, District SAS Nagar (Mohali) has been acquired by the Punjab Government for the public purpose for construction of 200 feet wide Master Plan Road P.R. 7 in New Chandigarh and SAS Nagar vide Award No.569 dated 18.05.2018.

(29. Bhag Singh & others Vs. State of Punjab & another, LAC-76-2019)

31. The factual conspectus of this case in brief as outlined/pleaded/alleged in the application filed by the petitioners before the aforesaid concerned Land Acquisition Collector is that the land measuring 13 Kanal 10 Marlas belonging to the petitioners/claimants comprising in Khasra Nos.11/2//2 (5-8), 3 (2-6), 9/1 (5-13), 8 (0-3) situated in village Palheri, Hadbast No.173, Tehsil Kharar, District SAS Nagar (Mohali) has

been acquired by the Punjab Government for the public purpose for construction of 200 feet wide Master Plan Road P.R. 7 in New Chandigarh and SAS Nagar vide Award No.569 dated 18.05.2018.

(30. Davinder Singh & another Vs. GMADA, LAC-47-2019)

32. The factual conspectus of this case in brief as outlined/pleaded/alleged in the application filed by the petitioners before the aforesaid concerned Land Acquisition Collector is that the land measuring 2 Kanals 9 Marlas belonging to the petitioners/claimants comprising in Khewat/Khatoni No.123/123, Khasra Nos.17//14/1 (2-1), 17//3 (0-2), 27 (0-6) situated in village Rani Majra, Hadbast No.85, Tehsil Kharar, District SAS Nagar(Mohali) has been acquired by the Punjab Government for the public purpose for construction of 200 feet wide Master Plan Road P.R. 7 in New Chandigarh and SAS Nagar vide Award No.569 dated 18.05.2018.

33. This Court is of the considered view that similar grounds/pleas for enhancement of compensation after determining the actual market value of the acquired land, severance allowance, acquired underground pipeline, tubewell/bore, kotha, Chabacha, trees etc. have been pleaded and the similar relief has been sought in the aforesaid 30 claim petitions, which is reproduced here as under:-

- (a) It has been further pleaded that the Award No.569 in respect of the aforementioned land has been announced by the concerned Land Acquisition Collector on dated 18.05.2018, but the claimants were not present at the time of announcement of the aforesaid award and neither any notice under Section 21 of the

Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 has been served upon them by the concerned Land Acquisition Collector. It has been further pleaded that the claimants were neither supplied the copy of the award nor apprised about any contents and particulars etc. of the Award by the concerned Land Acquisition Collector and as such, the present application has been filed well within the period of limitation from the date of knowledge.

- (b) It has been further pleaded that the compensation awarded in respect of the acquired land of the claimants is inadequate, insufficient and the same is not acceptable to them. It has been further pleaded that the aforesaid Land Acquisition Collector has not followed the provisions of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013, while announcing the aforesaid Award in question, which per-se shows that a great miscarriage of justice has been done with the claimants for which the claimants are required to be awarded the adequate compensation, while properly following the provisions of the applicable Statute.
- (c) It has been further pleaded that the public purpose indicated in the aforesaid Award itself talks about the potentiality of the land in question, which is apparently fit for residential as well as

commercial purposes and the following factors with respect to the location of the land are very crucial for adjudication of the proper value of the land in question at the relevant time:-

i) Because as depicted from the public purpose given in the award itself i.e. for construction of 200 feet wide Master Plan Road P.R. 7 in New Chandigarh and SAS Nagar, it is abundantly clear that the land in question is having potentiality for the purposes of commercial as well as residential use and the value of the same is not less than Rs.25 Crores per acre.

(ii) That the land in question is adjacent/touching the boundary of beautiful city Chandigarh and the same is just at a distance of 2-3 kilometers from the land in question and total urbanization has come up in it.

(iii) That the land in question is part and parcel of newly established Urban Estate of Mullanpur by the Punjab Government in the name of New Chandigarh.

(iv) That the private developers have purchased the land and they are making part of the land adjacent to the land in question to be urban land very rapidly and while selling the flats etc., they are bent upon to and rather earned crores of rupees out of one acre of land and that being so, the rate awarded by the Government is very much on a lower side.

(v) That the glaring facts, which clearly throw the light on the price of the land, are that Omaxe Company is selling the

land at the rate of Rs.16,000/- per sq. yard, while purchasing the same at the rate of Rs.3 Crores 19 Lacs per acre and further, the D.L.F. Company is also selling residential colonies, while making the same in village Devinagar (which again is far away from the boundaries of the beautiful city Chandigarh, whereas the land in question is virtually touching the said boundaries) in crores of rupees.

(vi) That one more factor, which is very important is that on the land in question, right from the year 1952, the Periphery Act has been made applicable by operation of which, restrictions have been imposed on the claimants/land owners upon the user of their own land, which is infact violation of the Fundamental Rights of the claimants. Due to that, they could not properly enjoyed the property/land possessed by them, whereas at the same time, the Government, while acquiring it, is using the same for the residential as well as commercial purposes and while awarding the compensation at a meager rate to the claimants totally as per their whims, the Government/GMADA is earning crores of rupees out of even half acre of land. The claimants herein were totally debarred by operation of the aforesaid Act from utilization of the land as per their wish and as such, they are suffering loss for the last 50 years. The aforesaid aspect of the matter, which was of serious concern of the authorities concerned, have totally been ignored, while

awarding the compensation.

(vii) That the land in question has got urban potential and the same is fit for commercial as well as residential use.

(viii) That even awarding of compensation very inadequately in comparison to the potentiality of the land by the Government is also illegal, arbitrary, without jurisdiction and in contravention of the provisions of the Land Acquisition Act, 1894 as well as 2013 especially governing the fixation of the price of the relevant time.

(ix) That even the award in question sans any reason in order to reach the conclusion that the rate of the land is such as awarded by the Collector.

(x) That India's important and unique building of the PGI, Chandigarh is also situated near the land in question and the said factor self speaks about the value of the land, which cannot be quantified atleast less than Rs.25 Crores per acre.

(xi) That the land in question falls on the road as discernible from the public purpose mentioned in the award itself and the Greater Mohali Area Development Authority is now going to develop the area as an Urban Estate and the rates of the nearby land are touching the sky now a days and the Medicity and Education Cities I and II are also coming up in the vicinity of the land in question, which is very crucial factor for determining the value of the land in question.

(xii) That the GMADA is developing the area as an Urban Estate (Residential) as well as commercial area in the name of 'New Chandigarh' and the rate for allotment of the residential plots have been fixed to the tune of Rs.15,000/- to Rs.17,000/- per sq. yard and some private developers like DLF and Omaxe are also constructing the residential plots in the area and other companies also and the rate of the plots of the same are fixed to the tune of Rs.23,000/- per sq. yard onwards.

(xiii) That even if the relevant date is taken to be serious note of, the land in the surrounding area to the land in question is fully developed and the same being form part of the development Urban Estates of Mullanpur, Urban Estates SAS Nagar (Mohali) and adjacent to the beautiful city Chandigarh and the rate of the land to which, the claimants are legally entitled to, is not less than Rs.25 Crores per acre.

(xiv) That some time ago, the inauguration of the work known 'Homi Bhabha Cancer Hospital and Research Center' established by the Government in collaboration with TATA had taken place and it is a very important factor to show that the land in question being now on the International Graph/Map is of the value much more than awarded/fixed by the Collector.

(xv) That a very famous 'Gurudwara Ratwara Sahib' is situated in the vicinity of the land in question and it is a very crucial factor that this Gurudwara is being run by the Vishav

Gurmat Ruhani Mission Trust and it is on the International Map and devotees across the world use to come there for worship and for other social activities and apart from it, there are number of marriage palaces, schools, temples and other Gurudwaras in the vicinity of the land in question, which clearly establishes that the land is purely of commercial nature and as such, the value of the same should have been fixed, while keeping in view the said aspect also.

(xvi) That apart from the Mega Townships in the area of Mullanpur (New Chandigarh), two luxury hotels one of seven star and other of five star are also coming up as per the Master Plan and the Punjab Government has also started the process for setting up an International Cricket Stadium in Mullanpur and due to which, the area is on the International Graph/Map and as such, its market value should have been fixed by the Government keeping in view the said aspect also.

(xvii) That a world renowned University i.e. Panjab University and other number of important and famous educational institutes such as the Punjab Engineering College and the Government Colleges are also situated very near the land in question and which also speaks about the potentiality of the same.

(d) It has been further pleaded that keeping in view the above said factors, the value of the land in question is more than the

awarded one and being dissatisfied with the award of the Land Acquisition Collector, the petitioners/claimants claim the compensation to the tune of Rs.25 Crores per acre along with all statutory benefits as available under the prevailing Act in respect of their acquired land. It has been further pleaded that the concerned Land Acquisition Collector has not followed the provisions enshrined under Section 26 of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 carefully, while fixing/determining the market value of the land in question, thereby causing miscarriage of justice to the claimants/applicants.

- (e) It has been further pleaded that there are two crucial aspects of the matter i.e. firstly the applicants/claimants have not been heard before fixing the market value of the land in question and the Department has fixed the same as per its own whims, while concealing the material evidence qua the sale deeds of the similar area as well as the adjoining/proximate areas. It has been further pleaded that secondly, while determining the compensation, the collector has not properly appreciated the sale deeds applicable to the case in hand, and has concealed the material sale deeds to deprive the claimants of their lawful compensation and rather the sale price of the sale deeds for similar type of area of the nearby villages or near vicinity of the

appropriate time and stage, had not been properly appreciated by the Land Acquisition Collector.

- (f) It has been further pleaded that the rate of the land arrived at by the Land Acquisition Collector is not justified in any manner, because the value of the land in question is more than the awarded one. It has been further pleaded that the Collector had ignored the relevant evidence, which was already in his knowledge and which was also very necessary for proper adjudication of the matter and as such, the compensation in question is definitely required to be enhanced, which has been fixed firstly without hearing the claimants and secondly by ignoring the material piece of evidence available on the record.
- (g) It has been further pleaded that most crucial part of the evidence had been left out by the Collector intentionally and deliberately, while reaching the totally unjustified rate of the land because the Collector had ignored the sale deeds of the relevant time of the village in question as well as of the nearby villages and secondly, the judgments/awards passed by the Learned Reference Courts as well as the Hon'ble High Court qua the earlier acquisitions of the village in question has been left out by the Collector, which was very necessary for fixing/determining the actual market value of the land in question as it was very necessary to be taken care of, being a very vital piece of evidence. It has been further pleaded that

even the Collector had not properly and correctly worked out the higher half of the total number of the sale deeds in the last three years in the vicinity, while determining the amount in question in the matter in question and even the calculations made in the Award with regard to the average registry of 50% higher sale deeds sans any valid foundation and prima-facie, the Collector vide the Award in question had breached the provisions of the Section 26 of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013, meaning thereby, the said provisions had not been followed properly, while fixing the rate of the land in question and thus, the award in question, which sans any valid foundation, is straightway requires modification by way of fixing the rate of the land in question to the tune of Rs.25 Crores per acre.

- (h) It has been further pleaded that earlier also, the land of one of the immediate adjoining village of the village Bahalpur namely Village Rani Majra, Tehsil Kharar, District SAS Nagar (Mohali) was acquired by same very acquiring authority i.e. the Land Acquisition Collector, Urban Estates, Punjab, SAS Nagar (Mohali) vide Award No.546 dated 30.12.2013, in furtherance to the notification dated 17.05.2013 under Section 4 of the Land Acquisition Act, 1894 for the public purpose namely for construction of PR-4 60' wide road as per the Master Plan from

Boothgarh to Togan and in the aforesaid matter, the Land Acquisition Collector had awarded a sum of Rs.1.36 Crores per acre as compensation to the land owners of the said Award dated 30.12.2013 and aggrieved against the said inadequate award, the said land owners had filed the Reference Petitions under Section 18 of the Land Acquisition Act, 1894 before the Learned Reference Court as the Court of Mr. Tarsem Mangla, the then Learned Additional District Judge, SAS Nagar (Mohali) vide judgment dated 08.02.2017 rendered in the Land Reference No.RT-3741 of 04.08.2015/27.05.2016 CIS No. LAC/0038/2015 titled as, "Harpal Singh & others Vs. State of Punjab & another" had fixed the compensation to the tune of Rs.3,50,32,000/- per acre and the claimants of the said matters had also been held entitled to all statutory benefits available under Sections 23(1-A), 23(2) and 28 of the Land Acquisition Act, 1894. It has been further pleaded that even as per the present award in question, the land compensation of Village Bahalpur is Rs.37,89,621/- per acre, whereas, the adjoining land of village Rani Majra has been assessed at the rate of Rs.1,44,35,708/- per acre.

- (i) It has been further pleaded that the aforesaid judgment was passed by the Learned Reference Court in the presence of the counsel representing the Land Acquisition Collector as well as the GMADA, Mohali on dated 08.02.2017, but despite the

same, a very meager amount of compensation i.e. Rs.37,89,621/- per acre had been awarded by the Land Acquisition Collector in the matter in question. It has been further pleaded that the aforesaid land of the aforesaid Award No.546 dated 30.12.2013 that too of the just adjoining village, was acquired by the same very Collector in furtherance of the notification dated 17.05.2013 and in the present matter, the relevant date of notification is 03.01.2017 i.e. after a period of more than 3 years and 8 months. It has been further pleaded that thus, the compensation in the matter in hand is required to be fixed, while keeping in view the said difference in the dates of the notifications, thereby giving the proportionate appreciations vis-a-vis the judgment/award of the Land Reference Court by virtue of which, the rate of the land of the relevant date 17.05.2013 was determined to the tune of Rs.3,50,32,000/- per acre, thereupon the rate of the land in question may kindly be fixed of the relevant date 03.01.2017.

- (j) It has been further pleaded that another error committed by the Land Acquisition Collector in the Award in question is that the land in question has been categorized, while grant of different compensations for the different villages by the Collector for the lands acquired vide the same award, whereas, as per the settled proposition of law, the Collector is bound to award the same compensation qua the lands, which had been acquired vide the

same notification and the same award that too for the same public purpose and thus, the claimants craves indulgence of this Court for grant of uniform compensation in the matter in hand. It has been further pleaded that even besides, the enhanced compensation, which has to be assessed in the matter at least at the first instance, the compensation, which is the maximum awarded vide the Award in question ought to have been awarded by the Collector to the claimants of all the villages, whose lands had been acquired vide the Award in question and it is a fact that qua the village Bahalpur, very inadequate compensation i.e. Rs.37,89,621/- per acre had been awarded by the Collector, which is the least one amongst the compensations awarded to all other villages, whose lands had been acquired vide this Award in question and thus, the claimants seek indulgence of this Court for modification of the Award in question in the manner indicated above. It has been further pleaded that the applicants/claimants are also entitled to get all the benefits of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013. Hence, the present petitions.

34. The respondent no.2/GMADA has filed similar replies in all the 30 claim petitions on the basis of similar grounds/pleas taken therein. In the replies filed thereto, the respondent No.2/GMADA has pleaded that the petitioners have not come to the Court with clean hands and have suppressed

the material facts from the Court and the present land reference is time barred having been filed beyond the prescribed period of limitation and is liable to be dismissed. It has been further pleaded that the present reference is not maintainable and the same has been filed without any cause of action. It has been further pleaded that the amount of compensation awarded is sufficient and adequate and the said compensation has been awarded after considering all the relevant factors under the provisions of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013. It has been further pleaded that the claimants had voluntarily accepted the amount of compensation without any protest and as such, they are now estopped by their own act and conduct from filing the present reference and the claimants have no locus standi to file the present reference petition under Section 64 of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013. It has been further pleaded that the land in question was acquired by the Government of Punjab vide notification no.6/22/2016-6HG1/903452/1 dated 03.01.2017 for public purposes namely for construction of 200 feet wide Master Plan Road P.R. 7 and Part of P.R. 6 in New Chandigarh and SAS Nagar as per the Master Plan approved vide drawing no.2252/15/D.T.P. (s) dated 28.12.2015 in the area of Tehsil Kharar, District SAS Nagar and vide drawing no. DTP(S)1991/2008 dated 19.11.2008 in the area of Tehsil Mohali, District SAS Nagar after conducting Social Impact Survey. It has been further pleaded that after issuance of the notification under Section 11 of the Right to Fair Compensation and Transparency in Land Acquisition,

Rehabilitation and Resettlement Act, 2013, due opportunity of being heard was given to the interested/concerned persons including the petitioners. It has been further pleaded that the Land Acquisition Collector after considering the objections filed before him made a report to the Government and the Government, after careful consideration to these objections, in its executive wisdom, rejected the same and then issued declaration under Section 19 of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013. It has been further pleaded that thereafter, the Land Acquisition Collector after following the due procedure under law, announced the award on dated 18.05.2018 for acquiring the land, vide which adequate compensation was given to the land owners, which was fixed by the concerned Land Acquisition Collector after considering all the prominent factors regarding the price of the acquired land under Section 26 of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013. It has been further pleaded that the award amount was received by the claimants without protest at all. It has been further pleaded that after the lapse of so much time, the petitioners had filed the present petition, which is not maintainable. It has been further pleaded that the award so passed by the Government is fair, adequate, reasonable and also as per the market value prevalent in the market/near locality and the same is as per law. It has been further pleaded that moreover, the condition of the acquired land at the time of the issuance of the notification has to be kept in view and the amount of compensation has been rightly assessed. It has been further pleaded that there is no major

project in or around the acquired land or constructional activities. It has been further pleaded that the property in question is not in the jurisdiction of the Municipal Corporation, SAS Nagar and the land of the petitioners is purely agricultural land and had no potential value at the time of the acquisition of the land in question. It has been further pleaded that each and every aspect has been considered, while assessing the price of the land and the amount of compensation awarded is adequate, fair and reasonable and the said compensation has been awarded after considering all the relevant factors like prevalent market price, situation and location of land, sale transactions and other relevant factors. It has been further pleaded that the award in question is well reasoned and it does not deserve any interference or modification. It has been further pleaded that the present petition is misuse of the process of law and the same has been filed just to harass the respondents. It has been further pleaded that the construction of 200 feet wide Master Plan Road P.R. 7 and Part of P.R. 6 in New Chandigarh and SAS Nagar is for the welfare of the public at large and the Government/GMADA has spent lot of money and infrastructure for the implementation of it. It has been further pleaded that the land of the petitioners as shown in Statement No.65 was acquired by the Government for public purpose and the petitioners have been awarded adequate, fair and reasonable compensation for their acquired land. It has been further pleaded that the proper notices under Section 21 of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 were served to the petitioners and the munadi was also affected in the village by the office of the Land Acquisition

Collector on dated 17.05.2018 regarding announcement of the Award on dated 18.05.2018 and more so, the notice regarding the announcement of the Award was also given to the Village Panchayat and Numberdar of the village regarding announcement of the Award on dated 18.05.2018 and the Rapat regarding the same was also recorded by the Halqa Patwari on dated 17.05.2018. It has been further pleaded that the GMADA has acquired the land in question for public purpose and for the welfare of the public and it has incurred crores of rupees on the development of the road and other amenities in the area. It has been further pleaded that the land has been acquired in the interest of the public at large and the rates have been announced keeping in view the potential value of the land in question at the time of its acquisition. It has been further pleaded that the land in question falls under the Periphery Control Area and neither the petitioners nor any other person can use the land for commercial as well as residential purpose without obtaining the requisite permissions from the competent authority. It has been further pleaded that as per provisions of the Punjab Regional and Town Planning & Development Act, 1995, no land can be used for residential or commercial purpose without obtaining permission for change of land from the Government and without getting approved the building plan from the Town & Country Planning Department. It has been further pleaded that as per provisions of the Punjab Apartment & Property Regulation Act, 1995, land measuring 1000 Square meters or more cannot be converted into a colony or residential, commercial or industrial plots without obtaining colony licence from the competent authority. It has been further pleaded that

the land in question was not a part and parcel of the newly established Urban Estates of Mullanpur in the name of New Chandigarh at the time of acquisition and rather the land in question is being developed for road only after the acquisition. It has been further pleaded that the projects developed in the vicinity of the land in question had obtained necessary permission from the competent authority after depositing requisite development charges and the said factors have no bearings on the determination of the market value of the acquired land, which was purely an agricultural land at the time of its acquisition. It has been further pleaded that the compensation has been awarded to the claimants at a much more higher rate than the market value after following the proper procedure under the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013. It has been further pleaded that the land of village Rani Majra was acquired by the Land Acquisition Collector, SAS Nagar vide Award No.546 for the public purpose namely for construction of PR-4 (60' wide road) and the Land Acquisition Collector had awarded a sum of Rs.1.36 Crores per acre as compensation to the land owners and the said land owners had filed the reference petitions under Section 18 of the Land Acquisition Act, 1894 before the Learned Reference Court and while deciding the Land Reference titled as, "Harpal Singh Vs. State of Punjab & anr.", the Court of the then Learned Additional District Judge, SAS Nagar had enhanced the compensation. It has been further pleaded that the aforesaid case was under old Act of 1894, whereas the present petition is under the provisions of the New Act of 2013, wherein each and every factor has been considered, while

determining the rate of compensation. It has been further pleaded that the compensation qua the land acquired vide Award No.546 dated 30.12.2013 was assessed by the then Land Acquisition Collector after considering all the relevant factors as mandated under Section 23 and 24 of the Land Acquisition Act, 1894, whereas the compensation of the land acquired under Award No.569 dated 18.05.2018 has been assessed by the Land Acquisition Collector strictly in consonance with the parameters mentioned in Section 26 of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013. It has been further pleaded that even otherwise, the rate of compensation for two different lands situated in two different villages cannot be the same. It has been further pleaded that the enhancement of the compensation awarded by the Learned Reference Court vide the aforesaid judgment dated 08.02.2017 in L.R. No. RT-3741 of 04.08.2015/27.05.2016 is also under challenge in the Regular First Appeal No.1875 of 2017 filed by the GMADA before the Hon'ble High Court of Punjab & Haryana and the matter is still pending before the Hon'ble High Court of Punjab & Haryana. It has been further pleaded that the rates awarded vide Award no.569 dated 18.05.2018 are more attractive and more than market value and each and every aspect has been considered, while assessing the price of the land and the amount of the compensation awarded is sufficient and adequate and the said compensation has been awarded after considering all the relevant factors. All other averments of the petitions have been denied and prayer for dismissal of the present petitions has been made.

35. Learned Government Pleader for the respondent no.1/State has

made statement before the Learned Predecessor Court of this Court, whereby the Learned Government Pleader for the respondent no.1/State has adopted the written statement filed by the respondent no.2/GMADA as the written statement on behalf of the respondent no.1, as the respondent no.1/State has not filed a separate written statement to the present petitions.

36. From the respective pleadings of the all the parties, the following issues were framed:-

1. Whether the claimants are entitled to the enhancement of compensation under Section 64 of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013? OPA
2. What was the market value of the acquired land at the time of issuance of notification under Section 11 of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013? OPA
3. Whether the claimants are entitled to enhancement of the compensation, if so, to what extent? OPA
4. Whether this application is not maintainable? OPR
5. Whether this application is time barred? OPR
6. Relief.

37. In order to prove their case, the petitioners/claimants have examined PW-1 Justice (Retd.) Harjit Singh Bedi, PW-2 Amar Singh, PW-3 Subhash Kumar, PW-4 Buta Singh, and have produced and proved on record the documents i.e. Ex.P1 & Ex.P2 location maps, Ex.P3 valuation report and

Ex.P4 site plan. Learned counsel for the claimants has also tendered into evidence the documents i.e. Ex.P5 the copy of the Award dated 08.02.2017 passed by the Court of Mr. Tarsem Mangla, the then Learned Additional District Judge, SAS Nagar in case titled as, “Harjit Singh & others Vs. State of Punjab & another” CIS No. LAC/0081/2015, Ex.P6 the copy of the Award dated 24.05.2018 passed by the Court of Mrs. Monika Goyal, the then Learned Additional District Judge, SAS Nagar in case titled as, “Amritpal Singh Vs. State of Punjab & another”, Ex.P7 the copy of the Award No.546 dated 30.12.2013, Ex.P8 the copy of Aks-Sijra (Latha), Ex.P9 the attested copy of the sale deed bearing vasika no.2143 dated 30.06.2014, Ex.P10 the attested copy of the sale deed bearing vasika no.3899 dated 19.09.2014, Ex.P11 & Ex.P12 the copies of the Aks-Sijra, Ex.P13 the certified copy of the sale deed bearing vasika no.2054 dated 14.12.2007, Ex.P14 the certified copy of the sale deed bearing vasika no.2065 dated 17.12.2007, Ex.P15 the certified copy of the sale deed bearing vasika no.3816 dated 06.12.2011, Ex.P16 the certified copy of the sale deed bearing vasika no.2059 dated 17.12.2007, Ex.P17 the copy of the Award dated 31.10.2022 passed by this Court in case titled as, “Rupinder Singh & another Vs. State of Punjab & another” CIS No. LAC-308-2017, Ex.P18 the copy of the Award dated 24.05.2018 passed by the Court of Mrs. Monika Goyal, the then Learned Additional District Judge, SAS Nagar in case titled as, “Surinder Kaur Vs. State of Punjab & another” Land Reference No.19 dated 01.09.2015, Ex.P19 the copy of the Award dated 20.11.2018 passed by the Court of Mrs. Monika Goyal, the then Learned Additional District Judge,

SAS Nagar in case titled as, “Amrik Singh & others Vs. State of Punjab & another” CIS No.LAC/0008/2015, Ex.P20 the copy of the Award dated 11.08.2016 passed by the Court of Mr. Tarsem Mangla, the then Learned Additional District Judge, SAS Nagar in case titled as, “Gian Singh & others Vs. State of Punjab & another”, Ex.P21 the copy of the Award dated 02.03.2017 passed by the Court of Mr. Tarsem Mangla, the then Learned Additional District Judge, SAS Nagar in case titled as, “Amarjit Singh & others Vs. State of Punjab & another” CIS No.LAC/0024/2014, Ex.P22 the copy of the Aks-Sijra/Latha and closed the evidence of the claimants in the main case as well as in the connected cases.

38. On the other hand, to rebut the evidence led by the claimants/petitioners, the respondents have examined RW-1 Parminder Singh, Patwari and have produced documents i.e. Ex.R1 the copy of the notification dated 03.01.2017 under Section 11 of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013, Ex.R2 the copy of the Award No.569 dated 18.05.2018, Ex.R3 the copy of Munadi Notice, Ex.R3 to Ex.R33 the Statement No.65(1) of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013.

Thereafter, Learned counsel for the respondent no.2/GMADA has also tendered into evidence the documents i.e. the Notification under Section 11 published in English Newspaper The Tribune as Ex. R-34; Notification under Section 11 published in Punjabi Newspaper Ajit as Ex. R-35; Notification under Section 19 published in English Newspaper The

Tribune as Ex. R-36; Rapat Roznamcha of Village Daun as Ex. R-37; Rapat Roznamcha of Village Jandpur as Ex. R-38; Collector rate of Kharar as Ex. R-39; Collector rate of Mohali as Ex. R-40; List of Average Rate of Sale Deed during 3 years of Village Jandpur as Ex. R-41; the copy of sale deed vide Vasika No.2306 dated 07.07.2014 as Ex. R-42; the copy of sale deed vide Vasika No.4111 dated 30.09.2014 as Ex. R-43; the copy of sale deed vide Vasika No.4191 dated 07.10.2014 as Ex. R-44; the copy of sale deed vide Vasika No.4678 dated 03.11.2014 as Ex. R-45; the copy of sale deed vide Vasika No.4677 dated 03.11.2014 as Ex. R-46; the copy of sale deed vide Vasika No.4747 dated 05.11.2014 as Ex. R-47; the copy of sale deed vide Vasika No.1708 dated 15.06.2015 as Ex. R-48; the copy of sale deed vide Vasika No.1737 dated 15.06.2015 as Ex. R-49; the copy of sale deed vide Vasika No.1762 dated 16.06.2015 as Ex. R-50; the copy of sale deed vide Vasika No.1812 dated 18.06.2015 as Ex. R-51; the copy of sale deed vide Vasika No.2749 dated 03.08.2015 as Ex. R-52; the copy of sale deed vide Vasika No.3372 dated 31.08.2015 as Ex. R-53; the copy of sale deed vide Vasika No.4086 dated 06.10.2015 as Ex. R-54; the copy of sale deed vide Vasika No.4118 dated 08.10.2015 as Ex. R-55; the copy of sale deed vide Vasika No.5312 dated 01.12.2015 as Ex. R-56; the copy of sale deed vide Vasika No.6283 dated 31.12.2015 as Ex. R-57; the copy of sale deed vide Vasika No.2193 dated 09.06.2016 as Ex. R-58; the copy of sale deed vide Vasika No.5349 dated 15.09.2016 as Ex. R-59; the copy of sale deed vide Vasika No.7361 dated 02.12.2016 as Ex. R-60; the copy of sale deed vide Vasika No.7360 dated 02.12.2016 as Ex. R-61; the copy of sale deed

vide Vasika No.7571 dated 09.12.2016 as Ex. R-62; the copy of sale deed vide Vasika No.7574 dated 09.12.2016 as Ex. R-63; List of Average Rate of Sale Deed during 3 years of Village Desumajra as Ex. R-64; List of Average Rate of Sale Deed during 3 years of Village Ranimajra as Ex. R-65; the copy of sale deed vide Vasika No.3257 dated 06.03.2014 as Ex. R-66; the copy of sale deed vide Vasika No.84 dated 09.04.2014 as Ex. R-67; the copy of sale deed vide Vasika No.341 dated 06.05.2014 as Ex. R-68; the copy of sale deed vide Vasika No.604 dated 22.05.2014 as Ex. R-69; the copy of sale deed vide Vasika No.1021 dated 01.07.2014 as Ex. R-70; the copy of sale deed vide Vasika No.1184 dated 05.08.2014 as Ex. R-71; the copy of sale deed vide Vasika No.1480 dated 22.08.2014 as Ex. R-72; the copy of sale deed vide Vasika No.1552 dated 27.08.2014 as Ex. R-73; the copy of sale deed vide Vasika No.1674 dated 10.09.2014 as Ex. R-74; the copy of sale deed vide Vasika No.1692 dated 11.09.2014 as Ex. R-75; the copy of sale deed vide Vasika No.1693 dated 11.09.2014 as Ex. R-76; the copy of sale deed vide Vasika No.2833 dated 09.02.2015 as Ex. R-77; the copy of sale deed vide Vasika No.2958 dated 02.03.2015 as Ex. R-78; the copy of sale deed vide Vasika No.493 dated 18.05.2015 as Ex. R-79; the copy of sale deed vide Vasika No.1820 dated 05.11.2015 as Ex. R-80; the copy of sale deed vide Vasika No.2418 dated 12.01.2016 as Ex. R-81; the copy of sale deed vide Vasika No.2757 dated 16.02.2016 as Ex. R-82; the copy of sale deed vide Vasika No.3047 dated 14.03.2016 as Ex. R-83; List of Average Rate of Sale Deed during 3 years of Village Palheri as Ex. R-84; the copy of sale deed vide Vasika No.6495 dated 06.02.2014 as Ex. R-85; the copy of

sale deed vide Vasika No.6701 dated 17.02.2014 as Ex. R-86; the copy of sale deed vide Vasika No.256 dated 10.04.2014 as Ex. R-87; the copy of sale deed vide Vasika No.1689 dated 11.06.2014 as Ex. R-88; the copy of sale deed vide Vasika No.1902 dated 19.06.2014 as Ex. R-89; the copy of sale deed vide Vasika No.3056 dated 07.08.2014 as Ex. R-90; the copy of sale deed vide Vasika No.5932 dated 05.01.2015 as Ex. R-91; the copy of sale deed vide Vasika No.2547 dated 24.07.2015 as Ex. R-92; the copy of sale deed vide Vasika No.4102 dated 07.10.2015 as Ex. R-93; the copy of sale deed vide Vasika No.5314 dated 01.12.2015 as Ex. R-94; the copy of sale deed vide Vasika No.5975 dated 21.12.2015 as Ex. R-95; the copy of sale deed vide Vasika No.7104 dated 01.02.2016 as Ex. R-96; the copy of sale deed vide Vasika No.7319 dated 05.02.2016 as Ex. R-97; the copy of sale deed vide Vasika No.8729 dated 21.03.2016 as Ex. R-98; the copy of sale deed vide Vasika No.4507 dated 17.08.2016 as Ex. R-99; the copy of sale deed vide Vasika No.4524 dated 17.08.2016 as Ex. R-100; the copy of sale deed vide Vasika No.4929 dated 31.08.2016 as Ex. R-101; the copy of sale deed vide Vasika No.5137 dated 06.09.2016 as Ex. R-102; the copy of sale deed vide Vasika No.5580 dated 20.09.2016 as Ex. R-103; the copy of sale deed vide Vasika No.5671 dated 22.09.2016 as Ex. R-104; the copy of sale deed vide Vasika No.6192 dated 10.10.2016 as Ex. R-105; the copy of sale deed vide Vasika No.7541 dated 09.12.2016 as Ex. R-106; List of Average Rate of Sale Deed during 3 years of Village Bahalpur as Ex. R-107; the copy of sale deed vide Vasika No.4185 dated 07.10.2014 as Ex. R-108; the copy of sale deed vide Vasika No.6240 dated 30.12.2015 as Ex. R-109; the copy

of sale deed vide Vasika No.7363 dated 09.02.2016 as Ex. R-110; the copy of sale deed vide Vasika No.5179 dated 07.09.2016 as Ex. R-111; the copy of sale deed vide Vasika No.7475 dated 07.12.2016 as Ex. R-112; List of Average Rate of Sale Deed during 3 years of Village Daun as Ex. R-113; the copy of sale deed vide Vasika No.281 dated 25.04.2014 as Ex. R-114; the copy of sale deed vide Vasika No.1570 dated 12.08.2014 as Ex. R-115; the copy of sale deed vide Vasika No.1770 dated 28.08.2014 as Ex. R-116; the copy of sale deed vide Vasika No.2762 dated 03.12.2014 as Ex. R-117; the copy of sale deed vide Vasika No.2364 dated 14.07.2015 as Ex. R-118; the copy of sale deed vide Vasika No.3228 dated 24.08.2015 as Ex. R-119; the copy of sale deed vide Vasika No.3764 dated 11.09.2015 as Ex. R-120; the copy of sale deed vide Vasika No.3978 dated 24.09.2015 as Ex. R-121; the copy of sale deed vide Vasika No.6669 dated 29.02.2016 as Ex. R-122; the copy of sale deed vide Vasika No.2977 dated 03.08.2016 as Ex. R-123; the copy of sale deed vide Vasika No.3795 dated 07.09.2016 as Ex. R-124; the copy of sale deed vide Vasika No.5673 dated 28.12.2016 as Ex. R-125; List of Average Rate of Sale Deed during 3 years of Village Husainpur as Ex. R-126; List of Average Rate of Sale Deed during 3 years of Village Sinhpur as Ex. R-127; List of Average Rate of Sale Deed during 3 years of Village Malakpur as Ex. R-128; the copy of sale deed vide Vasika No.5635 dated 10.12.2015 as Ex. R-129; the copy of sale deed vide Vasika No.808 dated 28.04.2016 as Ex. R-130; the copy of sale deed vide Vasika No.809 dated 28.04.2016 as Ex. R-131; List of Average Rate of Sale Deed during 3 years of Village Bhagat Majra as Ex. R-132; the copy of sale deed vide Vasika

No.1697 dated 12.06.2015 as Ex. R-133; the copy of sale deed vide Vasika No.2799 dated 04.08.2015 as Ex. R-134; the copy of sale deed vide Vasika No.3792 dated 12.09.2014 as Ex. R-135; the copy of sale deed vide Vasika No.5315 dated 01.12.2015 as Ex. R-136; the copy of sale deed vide Vasika No.6455 dated 06.01.2016 as Ex. R-137; the copy of sale deed vide Vasika No.8924 dated 29.03.2016 as Ex. R-138; the copy of sale deed vide Vasika No.4571 dated 19.08.2016 as Ex. R-139; List of Average Rate of Sale Deed during 3 years of Village Sangala as Ex. R-140; the copy of sale deed vide Vasika No.1720 dated 26.10.2015 as Ex. R-141; the copy of sale deed vide Vasika No.3260 dated 21.12.2016 as Ex. R-142; List of Average Rate of Sale Deed during 3 years of Village Thaska as Ex. R-143; the copy of sale deed vide Vasika No.6083 dated 29.01.2016 as Ex. R-144; List of Average Rate of Sale Deed during 3 years of Village Rurki Kham as Ex. R-145; the copy of sale deed vide Vasika No.5064 dated 20.11.2014 as Ex. R-146; the copy of sale deed vide Vasika No.127 dated 09.04.2015 as Ex. R-147; the copy of sale deed vide Vasika No.3241 dated 25.08.2015 as Ex. R-148; the copy of sale deed vide Vasika No.7183 dated 03.02.2016 as Ex. R-149; the copy of sale deed vide Vasika No.2157 dated 09.06.2016 as Ex. R-150; the copy of sale deed vide Vasika No.3244 dated 13.07.2016 as Ex. R-151; the copy of sale deed vide Vasika No.7404 dated 05.12.2016 as Ex. R-152; List of Average Rate of Sale Deed during 3 years of Village Shamipur as Ex. R-153; the copy of sale deed vide Vasika No.6360 dated 31.01.2014 as Ex. R-154; the copy of the sale deed Vasika No. 6865 dated 05.12.2013 as Ex. R-155; the copy of sale deed vide Vasika No.2377 dated 10.07.2014 as Ex. R-156;

List of Average Rate of Sale Deed during 3 years of Village Dhakora Kalan as Ex. R-157; the copy of sale deed vide Vasika No.2762 dated 27.12.2013 as Ex. R-158; the copy of sale deed vide Vasika No.3213 dated 05.03.2014 as Ex. R-159; the copy of sale deed vide Vasika No.338 dated 06.05.2014 as Ex. R-160; the copy of sale deed vide Vasika No.452 dated 13.05.2014 as Ex. R-161; the copy of sale deed vide Vasika No.559 dated 20.05.2014 as Ex. R-162; the copy of sale deed vide Vasika No.687 dated 30.05.2014 as Ex. R-163; the copy of sale deed vide Vasika No.1535 dated 27.08.2014 as Ex. R-164; the copy of sale deed vide Vasika No.784 dated 22.06.2015 as Ex. R-165; the copy of sale deed vide Vasika No.1190 dated 11.08.2015 as Ex. R-166; the copy of sale deed vide Vasika No.1191 dated 11.08.2015 as Ex. R-167; the copy of sale deed vide Vasika No.2305 dated 04.01.2016 as Ex. R-168; the copy of sale deed vide Vasika No.2368 dated 11.01.2016 as Ex. R-169; the copy of sale deed vide Vasika No.54 dated 05.04.2016 as Ex. R-170; the copy of sale deed vide Vasika No.1366 dated 19.07.2016 as Ex. R-171; List of Average Rate of Sale Deed during 3 years of Village Dhakora Khurd as Ex. R-172; the copy of sale deed vide Vasika No.1348 dated 01.09.2015 as Ex. R-173; the copy of sale deed vide Vasika No.2614 dated 06.01.2015 as Ex. R-174; List of Average Rate of Sale Deed during 3 years of Village Kansala as Ex. R-175; the copy of sale deed vide Vasika No.3118 dated 19.02.2014 as Ex. R-176; the copy of sale deed vide Vasika No.71 dated 07.04.2014 as Ex. R-177; the copy of sale deed vide Vasika No.73 dated 07.04.2014 as Ex. R-178; the copy of sale deed vide Vasika No.900 dated 19.06.2014 as Ex. R-179; the copy of sale deed vide Vasika No.1700

dated 12.09.2014 as Ex. R-180; the copy of sale deed vide Vasika No.1822 dated 01.10.2014 as Ex. R-181; the copy of sale deed vide Vasika No.2115 dated 13.11.2014 as Ex. R-182; the copy of sale deed vide Vasika No.2474 dated 18.12.2014 as Ex. R-183; the copy of sale deed vide Vasika No.1798 dated 03.11.2015 as Ex. R-184; the copy of sale deed vide Vasika No.92 dated 08.04.2016 as Ex. R-185; the copy of sale deed vide Vasika No.855 dated 10.06.2016 as Ex. R-186; the copy of sale deed vide Vasika No.955 dated 15.06.2016 as Ex. R-187; the copy of sale deed vide Vasika No.954 dated 15.06.2016 as Ex. R-188; the copy of sale deed vide Vasika No.1369 dated 20.07.2016 as Ex. R-189; List of Average Rate of Sale Deed during 3 years of Village Dode Majra as Ex. R-190; the copy of sale deed vide Vasika No.3307 dated 10.03.2014 as Ex. R-191; the copy of sale deed vide Vasika No.603 dated 22.05.2014 as Ex. R-192; the copy of sale deed vide Vasika No.751 dated 04.06.2014 as Ex. R-193; the copy of sale deed vide Vasika No.976 dated 25.06.2014 as Ex. R-194; the copy of sale deed vide Vasika No.1136 dated 01.08.2014 as Ex. R-195; the copy of sale deed vide Vasika No.1964 dated 22.10.2014 as Ex. R-196; the copy of sale deed vide Vasika No.1963 dated 22.10.2014 as Ex. R-197; the copy of sale deed vide Vasika No.1962 dated 22.10.2014 as Ex. R-198; the copy of sale deed vide Vasika No.3069 dated 13.03.2015 as Ex. R-199; the copy of sale deed vide Vasika No.137 dated 15.04.2015 as Ex. R-200; the copy of sale deed vide Vasika No.346 dated 05.05.2015 as Ex. R-201; the copy of sale deed vide Vasika No.597 dated 27.05.2015 as Ex. R-202; the copy of sale deed vide Vasika No.497 dated 18.05.2015 as Ex. R-203; the copy of sale deed vide Vasika

No.2883 dated 22.02.2016 as Ex. R-204; the copy of sale deed vide Vasika No.2961 dated 04.03.2016 as Ex. R-205; the copy of sale deed vide Vasika No.2357 dated 20.09.2016 as Ex. R-206; List of Average Rate of Sale Deed during 3 years of Village Saini Majra as Ex. R-207; the copy of sale deed vide Vasika No.3114 dated 18.02.2014 as Ex. R-208; the copy of sale deed vide Vasika No.693 dated 30.05.2014 as Ex. R-209; the copy of sale deed vide Vasika No.905 dated 20.06.2014 as Ex. R-210; the copy of sale deed vide Vasika No.2735 dated 22.01.2015 as Ex. R-211; the copy of sale deed vide Vasika No.2805 dated 05.02.2015 as Ex. R-212; the copy of sale deed vide Vasika No.2959 dated 02.03.2015 as Ex. R-213; the copy of sale deed vide Vasika No.611 dated 01.06.2015 as Ex. R-214; the copy of sale deed vide Vasika No.1885 dated 19.11.2015 as Ex. R-215; the copy of sale deed vide Vasika No.2098 dated 11.12.2015 as Ex. R-216; the copy of sale deed vide Vasika No.2224 dated 23.12.2015 as Ex. R-217; the copy of sale deed vide Vasika No.2458 dated 18.01.2016 as Ex. R-218; the copy of sale deed vide Vasika No.390 dated 03.05.2016 as Ex. R-219; the copy of sale deed vide Vasika No.1021 dated 24.06.2016 as Ex. R-220; List of Average Rate of Sale Deed during 3 years of Village Gandoli as Ex. R-221; the copy of sale deed vide Vasika No.3140 dated 20.02.2014 as Ex. R-222; List of Average Rate of Sale Deed during 3 years of Village Manana as Ex. R-223; the copy of sale deed vide Vasika No.3961 dated 15.09.2016 as Ex. R-224; the copy of sale deed vide Vasika No.5342 dated 08.12.2016 as Ex. R-225; List of Average Rate of Sale Deed during 3 years of Village Hasanpur as Ex. R-226; the copy of sale deed vide Vasika No.3813 dated 27.03.2014 as Ex. R-227;

the copy of sale deed vide Vasika No.256 dated 23.04.2014 as Ex. R-228;
the copy of sale deed vide Vasika No.317 dated 05.05.2014 as Ex. R-229;
the copy of sale deed vide Vasika No.514 dated 09.05.2014 as Ex. R-230;
the copy of sale deed vide Vasika No.2336 dated 22.10.2014 as Ex. R-231;
the copy of sale deed vide Vasika No.3579 dated 11.02.2015 as Ex. R-232;
the copy of sale deed vide Vasika No.5123 dated 11.12.2016 as Ex. R-233;
the copy of sale deed vide Vasika No.5783 dated 12.01.2016 as Ex. R-234;
List of Average Rate of Sale Deed during 3 years of Village Chando
Gobindgarh as Ex. R-235; the copy of sale deed vide Vasika No.7200 dated
03.02.2016 as Ex. R-236; List of Average Rate of Sale Deed during 3 years
of Village Sihpur as Ex. R-237; List of Average Rate of Sale Deed during 3
years of Village Tadoli as Ex. R-238; List of Average Rate of Sale Deed
during 3 years of Village Bahilolpur as Ex. R-239; the copy of sale deed vide
Vasika No.2564 dated 21.07.2015 as Ex. R-240; the copy of sale deed vide
Vasika No.1579 dated 13.08.2014 as Ex. R-241; the copy of sale deed vide
Vasika No.1173 dated 26.05.2015 as Ex. R-242; the copy of sale deed vide
Vasika No.4414 dated 30.10.2015 as Ex. R-243; List of Average Rate of Sale
Deed during 3 years of Village Ballo Majra as Ex. R-244; the copy of sale
deed vide Vasika No.81 dated 07.04.2014 as Ex. R-245; the copy of sale
deed vide Vasika No.1606 dated 14.08.2014 as Ex. R-246; the copy of sale
deed vide Vasika No.1791 dated 02.09.2014 as Ex. R-247; the copy of sale
deed vide Vasika No.2892 dated 12.12.2014 as Ex. R-248; the copy of sale
deed vide Vasika No.3687 dated 20.02.2015 as Ex. R-249; the copy of sale
deed vide Vasika No.3715 dated 23.02.2015 as Ex. R-250; the copy of sale

deed vide Vasika No.4138 dated 12.10.2015 as Ex. R-251; the copy of sale deed vide Vasika No.4661 dated 18.11.2015 as Ex. R-252; the copy of sale deed vide Vasika No.6121 dated 01.02.2016 as Ex. R-253; the copy of sale deed vide Vasika No.6676 dated 29.02.2016 as Ex. R-254; the copy of sale deed vide Vasika No.6182 dated 04.02.2016 as Ex. R-255; the copy of sale deed vide Vasika No.292 dated 12.04.2016 as Ex. R-256; the copy of sale deed vide Vasika No.1384 dated 01.06.2016 as Ex. R-257; the copy of sale deed vide Vasika No.3704 dated 05.09.2016 as Ex. R-258; the copy of sale deed vide Vasika No.4223 dated 03.10.2016 as Ex. R-259; the copy of sale deed vide Vasika No.4497 dated 12.10.2016 as Ex. R-260; List of Average Rate of Sale Deed during 3 years of Village Bar Majra as Ex. R-261; the copy of sale deed vide Vasika No.567 dated 22.05.2014 as Ex. R-262; the copy of sale deed vide Vasika No.1751 dated 04.06.2015 as Ex. R-263; the copy of sale deed vide Vasika No.3794 dated 07.09.2016 as Ex. R-264; the copy of sale deed vide Vasika No.4269 dated 04.10.2016 as Ex. R-265; the copy of sale deed vide Vasika No.5551 dated 21.12.2016 as Ex. R-266; List of Average Rate of Sale Deed during 3 years of Village Raipur as Ex. R-267; the copy of sale deed vide Vasika No.4345 dated 26.10.2015 as Ex. R-268; the copy of sale deed vide Vasika No.5546 dated 01.01.2016 as Ex. R-269; the copy of sale deed vide Vasika No.121 dated 06.04.2016 as Ex. R-270; the copy of sale deed vide Vasika No.385 dated 20.04.2016 as Ex. R-271; List of Average Rate of Sale Deed during 3 years of Village Jhungia as Ex. R-272; the copy of sale deed vide Vasika No.6051 dated 15.01.2014 as Ex. R-273; the copy of sale deed vide Vasika No.5831 dated 03.01.2014 as Ex.

R-274; the copy of sale deed vide Vasika No.733 dated 06.05.2014 as Ex. R-275; the copy of sale deed vide Vasika No.2882 dated 01.08.2014 as Ex. R-276; the copy of sale deed vide Vasika No.5883 dated 31.12.2014 as Ex. R-277; the copy of sale deed vide Vasika No.6093 dated 13.01.2015 as Ex. R-278; List of Average Rate of Sale Deed during 3 years of Village Harlarpur as Ex. R-279; the copy of sale deed vide Vasika No.6035 dated 15.01.2014 as Ex. R-280; the copy of sale deed vide Vasika No.1476 dated 03.06.2014 as Ex. R-281; the copy of sale deed vide Vasika No.7630 dated 17.02.2016 as Ex. R-282; the copy of sale deed vide Vasika No.7246 dated 29.11.2016 as Ex. R-283; List of Average Rate of Sale Deed during 3 years of Village Chajju Majra as Ex. R-284; List of Average Rate of Sale Deed during 3 years of Village Mundi Kharar as Ex. R-285 and closed his evidence.

Learned Government Pleader for the respondent no.1 has made a statement in writing, whereby he has closed the evidence on behalf of the respondent no.1 in this main case as well as in other consolidated cases.

39. In rebuttal evidence, Learned counsel for the claimants has also tendered document i.e. the copy of the notification/policy dated 01.04.2021 as Ex.P23, the copy of the judgment dated 25.11.2016 passed in case titled as, “Mohan Singh Vs. State of Punjab” as Ex.P24, the copy of the judgment dated 20.04.2017 in case titled as, “Baljit Singh Vs. State of Punjab” as Ex.P25, the copy of the sale deed bearing vasika no.8953 dated 15.01.2013 as Ex.P26, the copy of Master Plan of Mohali as Ex.P27, the copy of Master Plan of New Chandigarh as Ex.P28 and thereafter, closed the rebuttal evidence of the claimants/petitioners in this main case as well as in other

consolidated cases.

40. The Learned counsel for the claimants has made a statement at bar, whereby he has stated that as per instructions received by him from the respective claimants, he forgo his claim for grant of compensation with respect to severance allowance, acquired underground pipeline, tubewell/bore, kotha, Chabacha, trees etc. and confines the relief claimed in these claim petitions only to enhancement of compensation on account of the acquired land only. His separate statement was also recorded in this regard in the Court in this case.

41. All the learned counsel for the parties have respectively reiterated their respective pleadings as their respective arguments and therefore, the same are not repeated here once again for the sake of brevity.

42. This Court has heard Learned counsel for the parties and has gone through the record of the present case with their able assistance.

43. This Court is of the considered view that the Learned Predecessor Court of this Court as well as this Court has consolidated the aforesaid 30 cases vide separate orders dated 15.01.2020 and 16.12.2023 passed in each of the connected cases, whereby the evidence recorded in the main case titled as, “Justice (Retd.) Harjit Singh Bedi Vs. State of Punjab & another” is to be read as evidence in all the 30 cases and therefore, this Court proceeds to discuss the evidence proved on records of the present main case for deciding the aforesaid issues framed in each of the aforesaid 30 cases including the present main case. Thus, the issue wise findings are as under:-

Findings on Issues framed:

44. All these issues are interconnected and therefore, all these issues are taken up together for the sake of brevity.

45. This Court is of the considered view that it is an admitted case of both the parties that the land in question of the claimants has been acquired vide the aforesaid notifications by the respondents and the aforesaid Award No. 569 dated 18.05.2018 has been passed, whereby the petitioners have been awarded compensation for acquisition of their aforesaid land in question.

46. Furthermore, this Court is of the considered view that the only contentious issue between both the parties is whether the present petition as well as other connected petitions as mentioned in the memo of parties of this judgment for compensation for enhancement etc. are time barred and not maintainable and about the adequacy or inadequacy of the compensation awarded for the acquisition of the aforesaid land in question vide the aforesaid award no.569 dated 18.05.2018 and if so, the enhancement of the compensation thereof.

47. In order to prove their case, the petitioners have examined PW-1 Justice (Retd.) Mr. Harjit Singh Bedi, the petitioner of the main petition, PW-3 Subhash Kumar, PW-4 Buta Singh, who have submitted their respective affidavits Ex.PW1/A, Ex.PW3/A and Ex.PW4/A by way of their respective examinations in chief, whereby they have reiterated almost all the averments made in the claim petition in their aforesaid respective affidavits Ex.PW1/A, Ex.PW3/A and Ex.PW4/A and therefore, the same are not

repeated here once again for the sake of brevity.

48. So far as the issue relating to the question as to whether the present main petition as well as the connected/consolidated petitions are time barred or not is concerned, the respondents have taken the plea that the impugned award has been passed on 18.05.2018, whereas the present main petition as well as the connected/consolidated petitions have been filed beyond the prescribed period of limitation, however, this plea of the respondents **is not sustainable**, in as much as, PW-1 Justice (Retd.) Mr. Harjit Singh Bedi, the petitioner of the main petition as well as other witnesses i.e. PW-3 Subash Kumar and PW-4 Buta Singh have testified that the aforesaid award no.569 has been announced by the concerned Land Acquisition Collector on dated 18.05.2018, when the petitioners were not present at the time of the aforesaid announcement of the award and furthermore, no notice under Section 21 of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 was ever served upon the petitioners and the present main petition as well as the connected/consolidated petitions have been filed within the period of limitation from the date of their knowledge and thus, the present main petition as well as the connected/consolidated petitions are filed within the period of limitation from the date of knowledge of the aforesaid Award No.569 dated 18.05.2018 and furthermore, PW-1 Justice (Retd.) Mr. Harjit Singh Bedi has retired from Hon'ble Supreme Court of India and thus, his testimony recorded in this regard is given more weightage and credence, in as much as, any witness including PW-1 Justice (Retd.) Mr. Harjit Singh

Bedi, who has retired from the Hon'ble Apex Court, always deposes truthfully with respect to the facts in his knowledge. Thus, the issue qua the present main petition as well as the connected/consolidated petitions being time barred or not is decided in favour of the petitioners and against the respondents and these petitions are hereby held to be not time barred.

49. In order to prove the market value of the land acquired, the petitioners have produced on record the sale deeds i.e. Ex.P9 the attested copy of the sale deed bearing vasika no.2143 dated 30.06.2014, Ex.P10 the attested copy of the sale deed bearing vasika no.3899 dated 19.09.2014, Ex.P13 the certified copy of the sale deed bearing vasika no.2054 dated 14.12.2007, Ex.P14 the certified copy of the sale deed bearing vasika no.2065 dated 17.12.2007, Ex.P15 the certified copy of the sale deed bearing vasika no.3816 dated 06.12.2011 and Ex.P16 the certified copy of the sale deed bearing vasika no.2059 dated 17.12.2007, the execution and registration of which have not been denied by the respondents.

Whereas, on the other hand, in order to prove the market value of the land acquired, the respondents have produced on record the sale deeds and other documents i.e. List of Average Rate of Sale Deed during 3 years of Village Jandpur as Ex. R-41; the copy of sale deed vide Vasika No.2306 dated 07.07.2014 as Ex. R-42; the copy of sale deed vide Vasika No.4111 dated 30.09.2014 as Ex. R-43; the copy of sale deed vide Vasika No.4191 dated 07.10.2014 as Ex. R-44; the copy of sale deed vide Vasika No.4678 dated 03.11.2014 as Ex. R-45; the copy of sale deed vide Vasika No.4677 dated 03.11.2014 as Ex. R-46; the copy of sale deed vide Vasika No.4747

dated 05.11.2014 as Ex. R-47; the copy of sale deed vide Vasika No.1708 dated 15.06.2015 as Ex. R-48; the copy of sale deed vide Vasika No.1737 dated 15.06.2015 as Ex. R-49; the copy of sale deed vide Vasika No.1762 dated 16.06.2015 as Ex. R-50; the copy of sale deed vide Vasika No.1812 dated 18.06.2015 as Ex. R-51; the copy of sale deed vide Vasika No.2749 dated 03.08.2015 as Ex. R-52; the copy of sale deed vide Vasika No.3372 dated 31.08.2015 as Ex. R-53; the copy of sale deed vide Vasika No.4086 dated 06.10.2015 as Ex. R-54; the copy of sale deed vide Vasika No.4118 dated 08.10.2015 as Ex. R-55; the copy of sale deed vide Vasika No.5312 dated 01.12.2015 as Ex. R-56; the copy of sale deed vide Vasika No.6283 dated 31.12.2015 as Ex. R-57; the copy of sale deed vide Vasika No.2193 dated 09.06.2016 as Ex. R-58; the copy of sale deed vide Vasika No.5349 dated 15.09.2016 as Ex. R-59; the copy of sale deed vide Vasika No.7361 dated 02.12.2016 as Ex. R-60; the copy of sale deed vide Vasika No.7360 dated 02.12.2016 as Ex. R-61; the copy of sale deed vide Vasika No.7571 dated 09.12.2016 as Ex. R-62; the copy of sale deed vide Vasika No.7574 dated 09.12.2016 as Ex. R-63; List of Average Rate of Sale Deed during 3 years of Village Desumajra as Ex. R-64; List of Average Rate of Sale Deed during 3 years of Village Ranimajra as Ex. R-65; the copy of sale deed vide Vasika No.3257 dated 06.03.2014 as Ex. R-66; the copy of sale deed vide Vasika No.84 dated 09.04.2014 as Ex. R-67; the copy of sale deed vide Vasika No.341 dated 06.05.2014 as Ex. R-68; the copy of sale deed vide Vasika No.604 dated 22.05.2014 as Ex. R-69; the copy of sale deed vide Vasika No.1021 dated 01.07.2014 as Ex. R-70; the copy of sale deed vide

Vasika No.1184 dated 05.08.2014 as Ex. R-71; the copy of sale deed vide Vasika No.1480 dated 22.08.2014 as Ex. R-72; the copy of sale deed vide Vasika No.1552 dated 27.08.2014 as Ex. R-73; the copy of sale deed vide Vasika No.1674 dated 10.09.2014 as Ex. R-74; the copy of sale deed vide Vasika No.1692 dated 11.09.2014 as Ex. R-75; the copy of sale deed vide Vasika No.1693 dated 11.09.2014 as Ex. R-76; the copy of sale deed vide Vasika No.2833 dated 09.02.2015 as Ex. R-77; the copy of sale deed vide Vasika No.2958 dated 02.03.2015 as Ex. R-78; the copy of sale deed vide Vasika No.493 dated 18.05.2015 as Ex. R-79; the copy of sale deed vide Vasika No.1820 dated 05.11.2015 as Ex. R-80; the copy of sale deed vide Vasika No.2418 dated 12.01.2016 as Ex. R-81; the copy of sale deed vide Vasika No.2757 dated 16.02.2016 as Ex. R-82; the copy of sale deed vide Vasika No.3047 dated 14.03.2016 as Ex. R-83; List of Average Rate of Sale Deed during 3 years of Village Palheri as Ex. R-84; the copy of sale deed vide Vasika No.6495 dated 06.02.2014 as Ex. R-85; the copy of sale deed vide Vasika No.6701 dated 17.02.2014 as Ex. R-86; the copy of sale deed vide Vasika No.256 dated 10.04.2014 as Ex. R-87; the copy of sale deed vide Vasika No.1689 dated 11.06.2014 as Ex. R-88; the copy of sale deed vide Vasika No.1902 dated 19.06.2014 as Ex. R-89; the copy of sale deed vide Vasika No.3056 dated 07.08.2014 as Ex. R-90; the copy of sale deed vide Vasika No.5932 dated 05.01.2015 as Ex. R-91; the copy of sale deed vide Vasika No.2547 dated 24.07.2015 as Ex. R-92; the copy of sale deed vide Vasika No.4102 dated 07.10.2015 as Ex. R-93; the copy of sale deed vide Vasika No.5314 dated 01.12.2015 as Ex. R-94; the copy of sale deed

vide Vasika No.5975 dated 21.12.2015 as Ex. R-95; the copy of sale deed
vide Vasika No.7104 dated 01.02.2016 as Ex. R-96; the copy of sale deed
vide Vasika No.7319 dated 05.02.2016 as Ex. R-97; the copy of sale deed
vide Vasika No.8729 dated 21.03.2016 as Ex. R-98; the copy of sale deed
vide Vasika No.4507 dated 17.08.2016 as Ex. R-99; the copy of sale deed
vide Vasika No.4524 dated 17.08.2016 as Ex. R-100; the copy of sale deed
vide Vasika No.4929 dated 31.08.2016 as Ex. R-101; the copy of sale deed
vide Vasika No.5137 dated 06.09.2016 as Ex. R-102; the copy of sale deed
vide Vasika No.5580 dated 20.09.2016 as Ex. R-103; the copy of sale deed
vide Vasika No.5671 dated 22.09.2016 as Ex. R-104; the copy of sale deed
vide Vasika No.6192 dated 10.10.2016 as Ex. R-105; the copy of sale deed
vide Vasika No.7541 dated 09.12.2016 as Ex. R-106; List of Average Rate of
Sale Deed during 3 years of Village Bahalpur as Ex. R-107; the copy of sale
deed vide Vasika No.4185 dated 07.10.2014 as Ex. R-108; the copy of sale
deed vide Vasika No.6240 dated 30.12.2015 as Ex. R-109; the copy of sale
deed vide Vasika No.7363 dated 09.02.2016 as Ex. R-110; the copy of sale
deed vide Vasika No.5179 dated 07.09.2016 as Ex. R-111; the copy of sale
deed vide Vasika No.7475 dated 07.12.2016 as Ex. R-112; List of Average
Rate of Sale Deed during 3 years of Village Daun as Ex. R-113; the copy of
sale deed vide Vasika No.281 dated 25.04.2014 as Ex. R-114; the copy of
sale deed vide Vasika No.1570 dated 12.08.2014 as Ex. R-115; the copy of
sale deed vide Vasika No.1770 dated 28.08.2014 as Ex. R-116; the copy of
sale deed vide Vasika No.2762 dated 03.12.2014 as Ex. R-117; the copy of
sale deed vide Vasika No.2364 dated 14.07.2015 as Ex. R-118; the copy of

sale deed vide Vasika No.3228 dated 24.08.2015 as Ex. R-119; the copy of sale deed vide Vasika No.3764 dated 11.09.2015 as Ex. R-120; the copy of sale deed vide Vasika No.3978 dated 24.09.2015 as Ex. R-121; the copy of sale deed vide Vasika No.6669 dated 29.02.2016 as Ex. R-122; the copy of sale deed vide Vasika No.2977 dated 03.08.2016 as Ex. R-123; the copy of sale deed vide Vasika No.3795 dated 07.09.2016 as Ex. R-124; the copy of sale deed vide Vasika No.5673 dated 28.12.2016 as Ex. R-125; List of Average Rate of Sale Deed during 3 years of Village Husainpur as Ex. R-126; List of Average Rate of Sale Deed during 3 years of Village Sinhpur as Ex. R-127; List of Average Rate of Sale Deed during 3 years of Village Malakpur as Ex. R-128; the copy of sale deed vide Vasika No.5635 dated 10.12.2015 as Ex. R-129; the copy of sale deed vide Vasika No.808 dated 28.04.2016 as Ex. R-130; the copy of sale deed vide Vasika No.809 dated 28.04.2016 as Ex. R-131; List of Average Rate of Sale Deed during 3 years of Village Bhagat Majra as Ex. R-132; the copy of sale deed vide Vasika No.1697 dated 12.06.2015 as Ex. R-133; the copy of sale deed vide Vasika No.2799 dated 04.08.2015 as Ex. R-134; the copy of sale deed vide Vasika No.3792 dated 12.09.2014 as Ex. R-135; the copy of sale deed vide Vasika No.5315 dated 01.12.2015 as Ex. R-136; the copy of sale deed vide Vasika No.6455 dated 06.01.2016 as Ex. R-137; the copy of sale deed vide Vasika No.8924 dated 29.03.2016 as Ex. R-138; the copy of sale deed vide Vasika No.4571 dated 19.08.2016 as Ex. R-139; List of Average Rate of Sale Deed during 3 years of Village Sangala as Ex. R-140; the copy of sale deed vide Vasika No.1720 dated 26.10.2015 as Ex. R-141; the copy of sale deed vide

Vasika No.3260 dated 21.12.2016 as Ex. R-142; List of Average Rate of Sale Deed during 3 years of Village Thaska as Ex. R-143; the copy of sale deed vide Vasika No.6083 dated 29.01.2016 as Ex. R-144; List of Average Rate of Sale Deed during 3 years of Village Rurki Kham as Ex. R-145; the copy of sale deed vide Vasika No.5064 dated 20.11.2014 as Ex. R-146; the copy of sale deed vide Vasika No.127 dated 09.04.2015 as Ex. R-147; the copy of sale deed vide Vasika No.3241 dated 25.08.2015 as Ex. R-148; the copy of sale deed vide Vasika No.7183 dated 03.02.2016 as Ex. R-149; the copy of sale deed vide Vasika No.2157 dated 09.06.2016 as Ex. R-150; the copy of sale deed vide Vasika No.3244 dated 13.07.2016 as Ex. R-151; the copy of sale deed vide Vasika No.7404 dated 05.12.2016 as Ex. R-152; List of Average Rate of Sale Deed during 3 years of Village Shamipur as Ex. R-153; the copy of sale deed vide Vasika No.6360 dated 31.01.2014 as Ex. R-154; the copy of the sale deed Vasika No. 6865 dated 05.12.2013 as Ex. R-155; the copy of sale deed vide Vasika No.2377 dated 10.07.2014 as Ex. R-156; List of Average Rate of Sale Deed during 3 years of Village Dhakora Kalan as Ex. R-157; the copy of sale deed vide Vasika No.2762 dated 27.12.2013 as Ex. R-158; the copy of sale deed vide Vasika No.3213 dated 05.03.2014 as Ex. R-159; the copy of sale deed vide Vasika No.338 dated 06.05.2014 as Ex. R-160; the copy of sale deed vide Vasika No.452 dated 13.05.2014 as Ex. R-161; the copy of sale deed vide Vasika No.559 dated 20.05.2014 as Ex. R-162; the copy of sale deed vide Vasika No.687 dated 30.05.2014 as Ex. R-163; the copy of sale deed vide Vasika No.1535 dated 27.08.2014 as Ex. R-164; the copy of sale deed vide Vasika No.784 dated 22.06.2015 as

Ex. R-165; the copy of sale deed vide Vasika No.1190 dated 11.08.2015 as
Ex. R-166; the copy of sale deed vide Vasika No.1191 dated 11.08.2015 as
Ex. R-167; the copy of sale deed vide Vasika No.2305 dated 04.01.2016 as
Ex. R-168; the copy of sale deed vide Vasika No.2368 dated 11.01.2016 as
Ex. R-169; the copy of sale deed vide Vasika No.54 dated 05.04.2016 as Ex.
R-170; the copy of sale deed vide Vasika No.1366 dated 19.07.2016 as Ex.
R-171; List of Average Rate of Sale Deed during 3 years of Village Dhakora
Khurd as Ex. R-172; the copy of sale deed vide Vasika No.1348 dated
01.09.2015 as Ex. R-173; the copy of sale deed vide Vasika No.2614 dated
06.01.2015 as Ex. R-174; List of Average Rate of Sale Deed during 3 years
of Village Kansala as Ex. R-175; the copy of sale deed vide Vasika No.3118
dated 19.02.2014 as Ex. R-176; the copy of sale deed vide Vasika No.71
dated 07.04.2014 as Ex. R-177; the copy of sale deed vide Vasika No.73
dated 07.04.2014 as Ex. R-178; the copy of sale deed vide Vasika No.900
dated 19.06.2014 as Ex. R-179; the copy of sale deed vide Vasika No.1700
dated 12.09.2014 as Ex. R-180; the copy of sale deed vide Vasika No.1822
dated 01.10.2014 as Ex. R-181; the copy of sale deed vide Vasika No.2115
dated 13.11.2014 as Ex. R-182; the copy of sale deed vide Vasika No.2474
dated 18.12.2014 as Ex. R-183; the copy of sale deed vide Vasika No.1798
dated 03.11.2015 as Ex. R-184; the copy of sale deed vide Vasika No.92
dated 08.04.2016 as Ex. R-185; the copy of sale deed vide Vasika No.855
dated 10.06.2016 as Ex. R-186; the copy of sale deed vide Vasika No.955
dated 15.06.2016 as Ex. R-187; the copy of sale deed vide Vasika No.954
dated 15.06.2016 as Ex. R-188; the copy of sale deed vide Vasika No.1369

dated 20.07.2016 as Ex. R-189; List of Average Rate of Sale Deed during 3 years of Village Dode Majra as Ex. R-190; the copy of sale deed vide Vasika No.3307 dated 10.03.2014 as Ex. R-191; the copy of sale deed vide Vasika No.603 dated 22.05.2014 as Ex. R-192; the copy of sale deed vide Vasika No.751 dated 04.06.2014 as Ex. R-193; the copy of sale deed vide Vasika No.976 dated 25.06.2014 as Ex. R-194; the copy of sale deed vide Vasika No.1136 dated 01.08.2014 as Ex. R-195; the copy of sale deed vide Vasika No.1964 dated 22.10.2014 as Ex. R-196; the copy of sale deed vide Vasika No.1963 dated 22.10.2014 as Ex. R-197; the copy of sale deed vide Vasika No.1962 dated 22.10.2014 as Ex. R-198; the copy of sale deed vide Vasika No.3069 dated 13.03.2015 as Ex. R-199; the copy of sale deed vide Vasika No.137 dated 15.04.2015 as Ex. R-200; the copy of sale deed vide Vasika No.346 dated 05.05.2015 as Ex. R-201; the copy of sale deed vide Vasika No.597 dated 27.05.2015 as Ex. R-202; the copy of sale deed vide Vasika No.497 dated 18.05.2015 as Ex. R-203; the copy of sale deed vide Vasika No.2883 dated 22.02.2016 as Ex. R-204; the copy of sale deed vide Vasika No.2961 dated 04.03.2016 as Ex. R-205; the copy of sale deed vide Vasika No.2357 dated 20.09.2016 as Ex. R-206; List of Average Rate of Sale Deed during 3 years of Village Saini Majra as Ex. R-207; the copy of sale deed vide Vasika No.3114 dated 18.02.2014 as Ex. R-208; the copy of sale deed vide Vasika No.693 dated 30.05.2014 as Ex. R-209; the copy of sale deed vide Vasika No.905 dated 20.06.2014 as Ex. R-210; the copy of sale deed vide Vasika No.2735 dated 22.01.2015 as Ex. R-211; the copy of sale deed vide Vasika No.2805 dated 05.02.2015 as Ex. R-212; the copy of sale deed

vide Vasika No.2959 dated 02.03.2015 as Ex. R-213; the copy of sale deed vide Vasika No.611 dated 01.06.2015 as Ex. R-214; the copy of sale deed vide Vasika No.1885 dated 19.11.2015 as Ex. R-215; the copy of sale deed vide Vasika No.2098 dated 11.12.2015 as Ex. R-216; the copy of sale deed vide Vasika No.2224 dated 23.12.2015 as Ex. R-217; the copy of sale deed vide Vasika No.2458 dated 18.01.2016 as Ex. R-218; the copy of sale deed vide Vasika No.390 dated 03.05.2016 as Ex. R-219; the copy of sale deed vide Vasika No.1021 dated 24.06.2016 as Ex. R-220; List of Average Rate of Sale Deed during 3 years of Village Gandoli as Ex. R-221; the copy of sale deed vide Vasika No.3140 dated 20.02.2014 as Ex. R-222; List of Average Rate of Sale Deed during 3 years of Village Manana as Ex. R-223; the copy of sale deed vide Vasika No.3961 dated 15.09.2016 as Ex. R-224; the copy of sale deed vide Vasika No.5342 dated 08.12.2016 as Ex. R-225; List of Average Rate of Sale Deed during 3 years of Village Hasanpur as Ex. R-226; the copy of sale deed vide Vasika No.3813 dated 27.03.2014 as Ex. R-227; the copy of sale deed vide Vasika No.256 dated 23.04.2014 as Ex. R-228; the copy of sale deed vide Vasika No.317 dated 05.05.2014 as Ex. R-229; the copy of sale deed vide Vasika No.514 dated 09.05.2014 as Ex. R-230; the copy of sale deed vide Vasika No.2336 dated 22.10.2014 as Ex. R-231; the copy of sale deed vide Vasika No.3579 dated 11.02.2015 as Ex. R-232; the copy of sale deed vide Vasika No.5123 dated 11.12.2016 as Ex. R-233; the copy of sale deed vide Vasika No.5783 dated 12.01.2016 as Ex. R-234; List of Average Rate of Sale Deed during 3 years of Village Chando Gobindgarh as Ex. R-235; the copy of sale deed vide Vasika No.7200 dated

03.02.2016 as Ex. R-236; List of Average Rate of Sale Deed during 3 years of Village Sihpur as Ex. R-237; List of Average Rate of Sale Deed during 3 years of Village Tadoli as Ex. R-238; List of Average Rate of Sale Deed during 3 years of Village Bahilolpur as Ex. R-239; the copy of sale deed vide Vasika No.2564 dated 21.07.2015 as Ex. R-240; the copy of sale deed vide Vasika No.1579 dated 13.08.2014 as Ex. R-241; the copy of sale deed vide Vasika No.1173 dated 26.05.2015 as Ex. R-242; the copy of sale deed vide Vasika No.4414 dated 30.10.2015 as Ex. R-243; List of Average Rate of Sale Deed during 3 years of Village Ballo Majra as Ex. R-244; the copy of sale deed vide Vasika No.81 dated 07.04.2014 as Ex. R-245; the copy of sale deed vide Vasika No.1606 dated 14.08.2014 as Ex. R-246; the copy of sale deed vide Vasika No.1791 dated 02.09.2014 as Ex. R-247; the copy of sale deed vide Vasika No.2892 dated 12.12.2014 as Ex. R-248; the copy of sale deed vide Vasika No.3687 dated 20.02.2015 as Ex. R-249; the copy of sale deed vide Vasika No.3715 dated 23.02.2015 as Ex. R-250; the copy of sale deed vide Vasika No.4138 dated 12.10.2015 as Ex. R-251; the copy of sale deed vide Vasika No.4661 dated 18.11.2015 as Ex. R-252; the copy of sale deed vide Vasika No.6121 dated 01.02.2016 as Ex. R-253; the copy of sale deed vide Vasika No.6676 dated 29.02.2016 as Ex. R-254; the copy of sale deed vide Vasika No.6182 dated 04.02.2016 as Ex. R-255; the copy of sale deed vide Vasika No.292 dated 12.04.2016 as Ex. R-256; the copy of sale deed vide Vasika No.1384 dated 01.06.2016 as Ex. R-257; the copy of sale deed vide Vasika No.3704 dated 05.09.2016 as Ex. R-258; the copy of sale deed vide Vasika No.4223 dated 03.10.2016 as Ex. R-259; the copy of sale

deed vide Vasika No.4497 dated 12.10.2016 as Ex. R-260; List of Average Rate of Sale Deed during 3 years of Village Bar Majra as Ex. R-261; the copy of sale deed vide Vasika No.567 dated 22.05.2014 as Ex. R-262; the copy of sale deed vide Vasika No.1751 dated 04.06.2015 as Ex. R-263; the copy of sale deed vide Vasika No.3794 dated 07.09.2016 as Ex. R-264; the copy of sale deed vide Vasika No.4269 dated 04.10.2016 as Ex. R-265; the copy of sale deed vide Vasika No.5551 dated 21.12.2016 as Ex. R-266; List of Average Rate of Sale Deed during 3 years of Village Raipur as Ex. R-267; the copy of sale deed vide Vasika No.4345 dated 26.10.2015 as Ex. R-268; the copy of sale deed vide Vasika No.5546 dated 01.01.2016 as Ex. R-269; the copy of sale deed vide Vasika No.121 dated 06.04.2016 as Ex. R-270; the copy of sale deed vide Vasika No.385 dated 20.04.2016 as Ex. R-271; List of Average Rate of Sale Deed during 3 years of Village Jhungia as Ex. R-272; the copy of sale deed vide Vasika No.6051 dated 15.01.2014 as Ex. R-273; the copy of sale deed vide Vasika No.5831 dated 03.01.2014 as Ex. R-274; the copy of sale deed vide Vasika No.733 dated 06.05.2014 as Ex. R-275; the copy of sale deed vide Vasika No.2882 dated 01.08.2014 as Ex. R-276; the copy of sale deed vide Vasika No.5883 dated 31.12.2014 as Ex. R-277; the copy of sale deed vide Vasika No.6093 dated 13.01.2015 as Ex. R-278; List of Average Rate of Sale Deed during 3 years of Village Harlалpur as Ex. R-279; the copy of sale deed vide Vasika No.6035 dated 15.01.2014 as Ex. R-280; the copy of sale deed vide Vasika No.1476 dated 03.06.2014 as Ex. R-281; the copy of sale deed vide Vasika No.7630 dated 17.02.2016 as Ex. R-282; the copy of sale deed vide Vasika No.7246 dated 29.11.2016

as Ex. R-283; List of Average Rate of Sale Deed during 3 years of Village Chajju Majra as Ex. R-284; List of Average Rate of Sale Deed during 3 years of Village Mundi Kharar as Ex. R-285, the execution and registration of which have not been denied by the petitioners.

However, this Court is of the considered view that it is an admitted fact by both the parties that the notification for acquisition of the land in question has been issued on dated 03.01.2017 in the official Gazette as mentioned in the Land Reference sent by the Land Acquisition Collector, SAS Nagar in this main petition. Furthermore, this Court is of the considered view that although more than 200 sale deeds have been produced and proved on record by both the contesting parties, however, the practice followed as per settled law to take into consideration the 05 highest value sale deeds for assessing market value from the sale deeds produced/proved on records of the present case.

However, this Court deems it appropriate to consider the following sale deeds produced/proved on records of the present case to make just, fair and reasonable assessment of the market value in this case as these sale deeds have near proximity in time and date to the date i.e. 03.01.2017 of the aforesaid notification in question. The list of these sale deeds, which are taken into account for assessing just, fair and reasonable market value of the land acquired in this case, is reproduced here as under:-

List of Sale Deeds produced/proved, which are taken into Consideration for Assessing the Market Value:

Sr. No.	Sale Deed Dated	Name of Village	Area	Total Consideration Price	Per Acre Price
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1.	30.06.2014 (Ex.P9)	Jandpur	8 Kanal	Rs.6,00,00,000/-	Rs.6,00,00,000/-
2.	14.12.2007 (Ex.P13)	Parol	23 Kanal 7 Marla	Rs.8,40,60,000/-	Rs.2,88,00,000/-
3.	17.12.2007 (Ex.P14)	Parol	4 Kanal 3 Marla	Rs.1,57,70,000/-	Rs.3,04,00,000/-
4.	06.12.2011 (Ex.P15)	Rani Majra	1 Kanal 5 Marla	Rs.66,66,500/-	Rs.4,26,65,600/-
5.	17.12.2007 (Ex.P16)	Parol	2 Kanal 4 Marla	Rs.83,60,000/-	Rs.3,04,00,000/-

Thus, this Court is of the considered view that the average mean value of the sale consideration price per acre of the aforesaid sale deeds (mentioned in the aforesaid table in this para) proved on record are hereby taken into account for assessing the market value of the land acquired in this case. Furthermore, this Court is of the considered view that while assessing the market value for awarding compensation in this case, the Learned Land Acquisition Collector has not taken into consideration all the aforesaid sale deeds, which are most relevant sale deeds and the Learned Land Acquisition Collector has deliberately not taken into consideration these sale deeds just to award lesser compensation to those land owners including the petitioners, whose lands have been acquired under the aforesaid notification dated 03.01.2017. Thus, as per this formula of the average mean value of the sale consideration price per acre of the aforesaid sale deeds (mentioned in the aforesaid table in this para), the total sale consideration price of the aforesaid 05 sale deeds proved on record comes out to be Rs.19,22,65,600/- per acre and thus, the market value of the land acquired in this case is hereby assessed by dividing this amount of Rs.19,22,65,600/- by '5' and thus, accordingly, the market value of the land acquired in this case comes out to

be and assessed as Rs.3,84,53,120/- per acre.

Furthermore, as per Section 28 of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013, in determining the amount of compensation to be awarded for the land acquired, the market value as determined under Section 26 and the award amount in accordance with the First and Second Schedules attached to the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 are to be taken into consideration and if the First Schedule is to be taken into consideration, then the factor by which the market value is to be multiplied in the case of rural areas is also to be taken into consideration, while awarding compensation. Furthermore, the villages, whose land has been acquired in this case, is rural area and falls very nearby to the fully developed cities of Mohali and Chandigarh and is at a very short distance of about 5-10 Kilometers from International Airport and International Cricket Stadium, which are situated in the aforesaid fully developed cities of Mohali and Chandigarh and therefore, this factor of the multiplier of '1' under Section 26 (2) of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 is to be applied in this case as the villages in question are situated in 0 to 10 kilometers from the developed cities of Mohali and New Chandigarh, which, in the considered opinion of this Court is appropriate and therefore, the same is not required to be raised and the same is to be applied to the market value for assessing appropriate compensation in this case and furthermore, it is substantiated by the

testimony of RW-1 Parminder Singh, Patwari, in as much as, he has admitted during his cross-examination that the land in question was acquired for the Master Plan Road PR-7, which connects and the land of the 08 villages i.e. Jandpur, Desu Majra, Rani Majra, Palheri, Bahalpur, Daun, Hussanpur and Sinhpur was acquired by the concerned Land Acquisition Collector and the land of these 08 villages is adjoining to each other and falls in the same category at the time of its acquisition and furthermore, it is correct that Sunny Enclave, Altus, DLF, Omaxe residential colonies are adjoining to the acquired land in question, which falls in the fully developed cities of Mohali and New Chandigarh and this PR-7 Road is also known as Airport Road as the Mohali International Airport is situated very near to it alongwith other GMADA developed ECO City-1, Medicity and other commercial as well as residential projects including Tata Cancer Hospital. Thus, this Court is of the considered view that the aforesaid 05 highest value sale deeds of the adjoining land to the land in question have been taken into considering for assessing the enhanced compensation in this case.

Furthermore, this Court is of the considered view that as per Section 69 (2) of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013, the A.P. @ 12% from the date of publication of the primary Notification to the date of Award is also to be awarded in addition to the market value of the land acquired.

Furthermore, as per Section 69 (3) of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013, the solatium @ 100% over the total compensation

amount is to be awarded in addition to the aforesaid market value arrived at by adding the multiplier factor of '1'. Furthermore, the petitioners are also entitled to interest as provided under Section 80 of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013, besides their entitlement for the aforesaid enhanced compensation.

50. So far as the compensation/enhanced compensation claimed on account of superstructures and trees etc. is concerned, the same has been foregone as not claimed by the petitioners through their counsel, whose statement in writing was earlier recorded in this case. Furthermore, the remaining arguments raised by the Learned counsel for the respondents have already been squarely dealt with while appreciating the evidence proved on records of the present case and therefore, the same are not dealt with here once again for the sake of brevity. Thus, issues framed in this case are decided in favour of the petitioners and against the respondents.

51. In view of the reasons discussed herein before, the present petitions are hereby allowed and the compensation awarded in this case by the Learned Land Acquisition Collector, SAS Nagar vide Award No.569 dated 18.05.2018 is hereby enhanced at the rate of Rs.3,84,53,120/- per acre, which is to be paid by the respondents to the petitioners and in addition to it, the petitioners are also held entitled to A.P. @ 12% from the date of the notification till the date of the Award No.569 alongwith interest as provided under Section 80 of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 and the

solatium @ 100%, which is to be paid by the respondents to the petitioners. Counsel fees is assessed as Rs.10,000/- each. The copies of this judgment be placed on the records of the connected cases titled as, “Harwinder Singh Vs. State of Punjab & another, LAC-36-2019”; “Adarsh Preet Singh & others Vs. State of Punjab & another, LAC-15-2019”; “Kulwant Singh Vs. State of Punjab & another, LAC-11-2019”; “Labh Singh & others Vs. State of Punjab & another, LAC-34-2019”; “Kishan Singh & others Vs. State of Punjab & another, LAC-118-2018”; “Parvinder Singh & others Vs. State of Punjab & another, LAC-116-2018”; “Harvinder Singh Vs. State of Punjab & another, LAC-19-2019”; “Mam Raj & others Vs. State of Punjab & another, LAC-10-2019”; “Balbir Singh Vs. State of Punjab & another, LAC-40-2019”; “Mohan Singh Vs. State of Punjab & another, LAC-117-2018”; “Balwinder Kaur & others Vs. State of Punjab & another, LAC-30-2019”; “Swaran Singh & others Vs. State of Punjab & another, LAC-130-2018”; “Sajjan Singh & others Vs. State of Punjab & another, LAC-121-2018”; “Satwant Singh & another Vs. State of Punjab & another, LAC-131-2018”; “Kesar Singh & others Vs. State of Punjab & another, LAC-126-2018”; “Surjit Singh & another Vs. State of Punjab & another, LAC-128-2018”; “Swaran Singh & others Vs. State of Punjab & another, LAC-122-2018”; “Simratpal Singh Vs. State of Punjab & another, LAC-32-2019”; “Ranjit Kaur & others Vs. State of Punjab & another, LAC-20-2019”; “Ranjit Singh & another Vs. State of Punjab & another, LAC-31-2019”; “Surjit Singh & another Vs. State of Punjab & another, LAC-132-2018”; “Sadhu Singh & another Vs. State of Punjab & another, LAC-119-2018”; “Amarjeet Singh

Vs. State of Punjab & another, LAC-51-2019”; “Palwinder Singh & others Vs. State of Punjab & another, LAC-16-2019”; “Ajit Singh & another Vs. State of Punjab & another, LAC-14-2019”; “Hardip Singh & others Vs. State of Punjab & another, LAC-12-2019”; “Jarnail Singh & another Vs. State of Punjab & another, LAC-120-2018”; “Bhag Singh & others Vs. State of Punjab & another, LAC-76-2019” and “Davinder Singh & another Vs. GMADA, LAC-47-2019”. Separate memo of costs be prepared. File be consigned to the record room.

Pronounced in Open Court.
Dated: 22.12.2023

Tajinder Singh

(Parminder Singh Grewal)
Additional District Judge,
SAS Nagar
UID No. PB0438