

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD**R/SPECIAL CIVIL APPLICATION NO. 5878 of 2026**

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SOLANKI RAYSANGBHAI LALLUBHAI

Versus

STATE OF GUJARAT & ORS.

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Appearance:

RUCHITA T JAIN(7695) for the Petitioner(s) No. 1

GOVERNMENT PLEADER for the Respondent(s) No. 1,2,5

MR RITURAJ M MEENA(3224) for the Respondent(s) No. 3,4

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CORAM:HONOURABLE THE CHIEF JUSTICE MRS. JUSTICE

SUNITA AGARWAL

and

HONOURABLE MR.JUSTICE D.N.RAY

Date : 27/04/2026

ORAL ORDER

(PER : HONOURABLE THE CHIEF JUSTICE MRS. JUSTICE SUNITA AGARWAL)

1. The advance notice of the present petition has been received by Mr. Rituraj Meena, learned advocate appearing on behalf of respondent No. 3 and 4 - Oil and Natural Gas Corporation (ONGC). However, it is intimated to us today by Ms. Vaidehi Parikh, learned advocate that Mr. Rituraj Meena, learned advocate has been replaced by Mr. Anuj K. Trivedi, learned advocate, who has now been engaged by the ONGC.

2. The petitioner herein is seeking relief in the nature of mandamus directing the respondents - ONGC to vacate the land bearing Survey No. 892 (892/1/2) situated at Mouje: Vastral, Vatva, Ahmedabad and handover peaceful and

vacant possession thereof and further to deposit the arrears of rent as per the prevailing market rate from 15.03.2000 till date with interest. The contention of the petitioner in the writ petition is that the petitioner is land holder of land bearing Survey No. 892/1 (Old Block/Survey No. 892. Final Plot No. 1/2/1) admeasuring 1/27/90 sq. mtrs. located at Mouje Vastral, Vatva, Ahmedabad, which was temporarily acquired on 15.03.1997 for ONGC under Section 35 of the Land Acquisition Act, 1894, for a period of three years.

3. It is further contended in the writ petition that at the time of temporary acquisition only possession receipt dated 15.03.1997 was issued to the petitioner and as per the award for temporary acquisition for three years, the acquiring body was required to restore the land to the owner in its original condition and if the land is required to be acquired on temporary or permanent basis on the expiry of the lease period, proposal for the same was required to be forwarded well in time.
4. The contention is that the ONGC continued to occupy the land in question beyond the lease period and did not resolve the issue inspite of repeated representations made by the petitioner. As a result of it, a writ petition namely Special Civil Application No. 19638 of 2015 was filed by the petitioner wherein a statement was made on behalf of ONGC by the Chief Manager (H.R.), ONGC Limited in unequivocal terms that out of total area admeasuring 17493 sq. mtrs., ONGC was using only 4060 sq. mtrs. of

land. and on account of completing the formalities of having sufficient area surrounding the well, they will be required only 4500 sq. mtrs. of the land in question. It seems that the said statement made on behalf of the ONGC, the following order was passed:-

“Shri Vasavda, learned advocate for the petitioners submitted that be it encroached land or otherwise, let there be handing over the possession by ONGC of the rest of the area. Shri Nayak, learned advocate for the respondent no.3 submitted that on or before 20th October 2016, with prior intimation to the petitioners, the possession of rest of the land will be handed over. In view thereof, Shri Vasavda, learned advocate for the petitioners does not press this petition with a liberty to file afresh in case of difficulty. Matter is disposed of as not pressed with aforesaid liberty. Notice discharged. Direct service permitted.”

5. A perusal of the said order indicates that on the statement made by the learned advocate appearing for ONGC that keeping 4500 sq. mtrs. of the land required by the ONGC, the possession of rest of the land will be handed over, the learned advocate for the petitioner did not press the writ petition with a liberty to file afresh in case of difficulty.
6. It is submitted that the dispute in the present petition only pertains to the area of 4500 sq. mtrs., which was allowed to remain in the possession of respondent – ONGC under the order dated 13.10.2016.
7. However, the submission before us is that the ONGC

cannot continue to occupy the land in question in perpetuity on the premise of a temporary acquisition made on 15.03.1997 under Section 35 of the Act, 1894 for a period of three years which had expired on 14.03.2000.

8. The contention in the writ petition is that repeated reminders were sent by the petitioner to the ONGC since after 2016 asking them to initiate acquisition proceedings, if the land in question is permanently required by them. It is contended that even at that stage, in the year 2016, the permanent acquisition proceedings had been initiated but the same had not been taken further by the ONGC and resultantly it had lapsed. The petitioner has received this information from the office of Deputy Collector and Special Land Acquisition Officer, ONGC by way of communication dated 16.11.2022 addressed to the Chief General Manager, H.R., ONGC, Ahmedabad, copy whereof is appended as Annexure-'I' at Page No. '59-A' of the paperbook.
9. The grievance raised by the petitioner in the present petition essentially is that the ONGC cannot continue to occupy the land in question on the premise of a temporary acquisition made in the year 1997, the tenure of lease under which had expired in the year 2000, that too on the basis of possession receipt dated 15.03.1997 and the petitioner cannot wait in perpetuity for a decision to be taken at the ends of ONGC to acquire the land in question permanently if they require the same.
10. It is an admitted fact of the matter that ONGC is paying

annual rent to the petitioners – land owners . However, the submission is that there is no rent agreement executed in favour of the ONGC and the rent determined by the ONGC is unilateral. When no action was taken at the ends of ONGC, a communication dated 16.01.2024 has been sent to the General Manager. ONGC, the Special Land Acquisition Officer, Secretary Revenue Department and the District Collector intimating them that the ONGC is required to vacate the land in question, inasmuch as the process of acquisition of the land in question has not been completed so far.

11. A perusal of the said representation at Page No. '55' of the paperbook indicates that the acquisition notifications dated 12.03.2019 and 08.09.2019 were published under Sections 11 and 19 of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 (hereinafter referred to as 'the Act, 2013') and even notice dated 21.12.2019 under Sections 21(1) and 21(2) of the Act, 2013 was issued for clean statement. A draft award dated 27.04.2020 has been prepared but there is no declaration thereof.
12. The petitioner, thus, has prayed that either the proceedings for acquisition of the land in question under the Act, 2013 be completed or the vacant possession of the land in question be handed over to them.
13. The petitioner then would submit that till date, the ONGC has not come forward to respond to the notice sent

by the petitioner dated 16.01.2024 and neither the land in question has been permanently acquired nor the rent at the prevailing market rate has been determined w.e.f. 15.03.2000 i.e. after expiry of initial period of three years from the date of temporary acquisition i.e. 15.03.1997.

14. The submission is that the meager rent paid to the petitioner unilaterally by the ONGC cannot give rise to any right in favour of ONGC to continue to occupy the land in question without adopting due process of law. As there is no lease agreement signed by the petitioner beyond 14.03.2000, after expiry of initial period of lease, the Collector has no option but to handover physical possession of the land in question to the petitioner.
15. Reference has been made to provisions of Section 36 contained in Part IV of the Land Acquisition Act, 1894 which deals with temporary acquisition of the land. From reading of Sections 35 and 36 of the Land Acquisition Act, 1894, it appears to us that on payment of compensation, or on executing such agreement, or on making a reference under Section 35, as the case may be, the Collector is empowered to enter upon and take possession of land acquired temporarily under Section 35 and use or permit the use thereof in accordance with the terms of the notice.
16. However, as per sub-section (2), on expiration of the term, the Collector shall restore the land to the persons interested therein and also shall make or tender to the person interested compensation for the damage, if any

done to the land and not provided for by the agreement. Section 35 of the Land Acquisition Act, 1894 contemplated temporary occupation and use of any land, needed for any public purpose, or for a company, not exceeding three years from the commencement of such occupation.

17. A conjoint reading of Sections 35(1) and 35(2) indicates that the temporary occupation of the acquired land for a company could have been permitted on payment of compensation as determined by the Collector under subsection (2) of Section 35 by giving notice in writing to the persons interested in such land, or on execution of an agreement.
18. In the instant case, though compensation has been paid to the petitioners for temporary occupation of the land in question and a possession receipt has been issued by the ONGC, stating that the land would be occupied for a period of three years and shall be restored to the land owners in its original condition thereafter. However, if the land was required further on temporary or permanent basis on expiry of lease period, a fresh proposal for the same was required to be forwarded well in time.
19. This undertaking given by the ONGC in the possession receipt on 15.03.1997 has not been adhered to nor the Collector who is mandated under Section 36(2) of the Land Acquisition Act, 1894 to restore the land to the persons interested has taken any such steps. The land in question remained in the possession of the ONGC throughout for

about 26 years on the rent determined by the ONGC unilaterally without getting a lease agreement in writing, executed by the land owner.

20. We are therefore, of the *prima-facie* view that the ONGC is in illegal possession of the land in question, the area of 4500 sq. mtrs. which it has retained after the order dated 13.10.2016 passed by this Court in Special Civil Application No. 19638 of 2015.
21. In any case, for occupation of a private land by any company including ONGC, only two ways are possible, either the ONGC could enter into a lease agreement in writing in accordance with the provisions of the Transfer of Property Act, 1882 where the lessee would be in a position to quote the annual rent as per the market value, or to acquire the land permanently by adopting due process of law.
22. This has not been done in the instant case and hence the ONGC is left with no right to occupy the land in question and is required to vacate it immediately.
23. We, therefore, require Mr. Anuj Trivedi, learned advocate appearing for the ONGC to file a personal affidavit of the Chairman and Managing Director, ONGC namely respondent No. 3 to answer to this Court as to which of the two options, ONGC proposed to undertake, i.e. whether the land in question is to be returned to the land owners to its original position or the ONGC proposed

to acquire the land in question permanently. The affidavit to this respect shall be filed on the next date fixed.

24. Put up this matter on 29.06.2026 showing the name of Mr. Anuj Trivedi, learned advocate in place of Mr. Rituraj Meena for the respondent Nos. 3 and 4.

25. It may also be noted that being conscious of the fact that the ONGC was required to initiate acquisition proceedings for acquisition of land in question, such proceedings were initiated in the year 2019, as submitted before us, however, for the reasons best known to the ONGC, the same was allowed to be dropped, inasmuch as no final award was passed. So we do not know as to who is responsible for this situation. This aspect of the matter is also required to be answered in the affidavit of the Chairman and Managing Director, ONGC, as directed hereinabove.

(SUNITA AGARWAL, CJ)

(D.N.RAY,J)

SHRIJIT PILLAI