

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD**R/SPECIAL CIVIL APPLICATION NO. 15650 of 2013**

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VIJUBEN PARSOTTAMBHAI & ORS.

Versus

STATE OF GUJARAT & ORS.

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Appearance:

ABATED for the Petitioner(s) No. 4

DECEASED LITIGANT THROUGH LEGAL HEIRS/

REPRESENTATIVES for the Petitioner(s) No. 2

MEETKUMAR J PANDIT(9479) for the Petitioner(s) No. 2.1,2.2,2.3

MR PREMAL NANAVATY with MR BS KHATANA(3671) for the
Petitioner(s) No. 1,3,5,6,7,8

MR SANJAY UDHWANI, AGP for the Respondent(s) No. 1

MR ABHAYKUMAR P SHAH(3093) for the Respondent(s) No. 3

MR RD DAVE(264) for the Respondent(s) No. 5

RULE SERVED for the Respondent(s) No. 2,4

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**CORAM:HONOURABLE THE CHIEF JUSTICE MRS. JUSTICE
SUNITA AGARWAL**

and

HONOURABLE MR.JUSTICE D.N.RAY

Date : 17/06/2026

ORAL ORDER

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

1. The petitioners herein, eight in numbers, claim to be the owners/persons interested in the land in question, which has been acquired vide acquisition proceedings concluded with the award dated 29.12.2012 appended as Annexure 'C' to the writ petition at page '22' of the paper book.

2. It is sought to be contended in the writ petition that the petitioners had given consent to hand over their lands to respondent no.2 who had agreed to pay compensation at the

rate of Rs.1,200/- per sq. mtrs. for acquisition of the land in question for the purposes of GIDC. Based on the said agreement, the petitioners moved a representation dated 01.04.2013, appended as Annexure 'A' to the writ petition. It is further contended in the writ petition that inspite of the agreement, made by the villagers and respondent no.2, an award dated 29.12.2012 was passed and to the utter shock and surprise of the petitioners, the compensation payable under the said award has been kept in abeyance on account of a Civil Suit pending with respect to the land in question being Civil Suit No. 1073 of 2011 filed by the respondent no.3 herein.

3. It is further contended that the petitioners approached respondent no.2, namely the Officer on Special Duty, Land Acquisition, Unit No.1, GIDC Ahmedabad, pleading before him that the suit filed by the respondent no.3 was a frivolous suit and that the petitioners are rightful owner of the land in question. The further contention is that there is no injunction or prohibitory order of the civil court.

4. By means of the amendment brought in the writ petition by virtue of order dated 23.01.2015, various contentions have been raised with regard to the claim of respondent no.3 being absolutely sham and bogus.

5. The amended prayers made in the writ petition under the order dated 23.01.2015 are as under :-

“7(A) Your Lordships may be pleased to issue an appropriate writ, order or direction, directing the

respondent no.2 to pay to the petitioners the compensation for acquisition of the land bearing Survey/Block No.450 of village Charal, Taluka Sanand, District-Ahmedabad at the rate of Rs.1200 per sq. mtrs. as has been paid as per the consent award.

7(B) Pending hearing and final disposal of may be pleased to direct the respondent the petitioners dated 1.4.2013 to pay to the petitioners compensation for acquisition of the land bearing Survey /Block No.450 of village Charal, Taluka Sanand, District Ahmedabad, at the rate of Rs.1200 per sq. mtrs. as has been determined in the consent award passed by the concerned respondents.”

6. Insofar as the prayer made by the petitioners for issuing direction to respondent no.2 to pay compensation for acquisition of the land in question at the rate of Rs.1200/- per sq. mtr. as per the consent award, there is nothing on record which would indicate that any consent award was passed providing for determination of compensation at the rate of Rs.1,200/- per sq.mtr. as a market value of the land in question. The copy of the award dated 29.12.2012 appended at page ‘22’ of the paper book indicates that the award was passed under Section 11(1) of the Land Acquisition Act, 1894 (in short as the Act’ 1894’).

7. From a perusal of the opening paragraph of the award dated 29.12.2012 passed under Section 11(1) of the Act’ 1894, it is evident that some persons had given consent and entered into an agreement dated 09.06.2010 for acquisition of the land in question by consent at the rate of Rs.1200 per sq. mtr. But the said agreement could not be finalised in view of the dispute between the land holders.

8. The land acquisition officer concerned, thereafter proceeded to declare the award dated 29.12.2012 under Section 11(1) of the Act' 1894. The submission of the learned counsel for the petitioners is that since there was an agreement between the land holders and the GIDC and the possession of the land in question had been taken by the GIDC on the basis of the consent given by it to pay Rs.1200/- per sq. mtrs. for the land in question, they cannot turn around to pay compensation of Rs. 90/- per sq. mtr., which has been determined under the Award dated 29.12.2012.

9. Reliance is placed on the order dated 23.04.2014 passed by this Court in Special Civil Application No. 14870 of 2013, wherein, referring to the award dated 29.12.2012, noticing the prayer made therein, it was held that the petitioners may make an appropriate application for withdrawal of the amount deposited by the respondent no.2 before the concerned trial court. The trial court was further directed to decide the application and disburse the amount in accordance with law, expeditiously.

10. We may further take note of the affidavit-in-reply filed on behalf of the respondent no.2 dated 27.03.2014, wherein it is stated that a regular award determining the compensation amount has been passed and the compensation determined under the said award has been deposited before the Principal Senior Civil Judge, Ahmedabad (Rural), Mirzapur in lieu of Sections 30 and 31 of the Act' 1894. It is further stated that no further amount of compensation except the amount determined under the regular award is to be given to the

petitioners.

11. In a previous affidavit dated 06.03.2014, it is submitted on behalf of the respondent that the land in question was part of acquisition proceedings conducted by the acquisition notifications dated 03.12.2009 and 02.12.2010 under Sections 4 and 6 of the Act' 1894; respectively. On 25.11.2011, a Civil Suit No. 1073 of 2012 has been filed by one Parmar Babubhai Merabhai, namely, respondent no.3 herein raising a dispute with regard to the ownership and title of the petitioners herein.

12. The contention is that an award dated 29.12.2012 was passed under Section 11(1) of the Act' 1894 and since there was a dispute with regard to the apportionment of the compensation, the entire compensation amount have been deposited before the concerned Civil Court vide cheque dated 07.12.2012, on 03.01.2013 in lieu of Sections 30 and 31 of the Act' 1894.

13. In the affidavit dated 25.08.2014 filed on behalf of GIDC, it is submitted that the land of the petitioners was acquired for GIDC for development of industrial estate in Sanand Taluka. Total around 2000 hectares land of villages Bol, Charal, Shiyawada and Hirapur were acquired in the land acquisition proceedings conducted with the notifications dated 18.11.2009 and 02.12.2010 under Sections 4 and 6 of the Act' 1894; respectively. It is contended that initially, the respondent Corporation had negotiated land price with the villagers of Bol and consent price of Rs. 1200/- was offered to the land owners of village Charal. Out of 257.90 hectres land

of village Charal, owners of 195.25 hectares had accepted consent prices and executed consent agreement to the GIDC and they were paid advance compensation. However, so far as the petitioners herein are concerned, they could not execute consent agreement on account of the dispute related to the ownership of the land in question and hence, a regular award dated 29.12.2012 was declared under Section 11(1) of the Act' 1894.

14. It is further contended on behalf of GIDC that there is no provision for conversion of regular award to a consent award under the Act' 1894 and once, regular award is passed by the Land acquisition officer, consent term, if any have been arrived between the land owners and the GIDC, cannot be pressed into service. Moreover, the Civil Suit No. 1073 of 2011 filed by the respondent no.3 claiming 2 wighas of land of Block/Survey No. 450 (Old Block/Survey No. 250) is still pending.

15. It is, thus, the stand of GIDC that as per the own assertion of the petitioners in their affidavit that the Survey/Block No.250, the old number has been assigned new number, viz Block/Survey No. 450 during the course of consolidation and that once regular award has been declared on 29.12.2012, insistence of the petitioners for award of compensation on the consent rate, is not possible.

16. Taking note of the stand of the parties in the writ petition, pertinent is to note that Regular Civil Suit No. 85 of 2018 has been disposed of as withdrawn, by the judgment and order dated 09.03.2023 on a withdrawal purshis at Exhibit 53

submitted by the learned advocate for the plaintiff stating that the parties to the suit have amicably settled the matter out of the Court and the suit is, thus, not to be pursued.

17. It is, thus, evident that though at one point of time, some consent term was arrived between the petitioners and the GIDC, but as no consent agreement was executed, no consent award under Section 11(2) could be passed by the Special land acquisition officer. The regular award under Section 11(1) was passed on 29.12.2012 and the compensation determined under the said award is already been deposited before the concerned Civil Court. The prayer of the petitioners to grant compensation at the rate of Rs.1200/- on the premise that other land holders had been given the said amount under the consent award, cannot be appreciated. It could not be disputed by the petitioners that no consent agreement had been signed by the petitioners in terms of the consent terms, and no consent award has been passed.

18. The contention of the petitioners to pay compensation beyond the compensation determined under Section 11(1) of the Act' 1894, cannot be accepted.

19. The only course open for the petitioners is to approach the Civil Court for apportionment and disbursement of compensation amongst the land holders by producing the copy of the settlement arrived between the petitioners and respondent no.3 and the withdrawal order dated 09.03.2023.

20. In case such an application is filed before the competent court along with the copy of this order, the competent court

shall be required to conduct a proceeding for apportionment of compensation amongst the land holders and disbursement thereof as per their shares in the land in question. In this proceeding of apportionment and disbursement of compensation, notice shall also be given to GIDC.

21. The reliefs prayed in the present petition for payment of compensation at the rate of Rs.1200/- per sq. mtr. is, thus, rejected.

22. With the above observations and direction, the present petition stands disposed of.

(SUNITA AGARWAL, CJ)

(D.N.RAY,J)

BIJOY B. PILLAI