

RAJASTHAN HIGH COURT

सत्यमेव जयते

HIGH COURT OF JUDICATURE FOR RAJASTHAN
BENCH AT JAIPUR

S.B. Civil Writ Petition No. 13454/2022

CNR: RJHC020712112022 | URN: CW / 26830U / 2022

Subhash Chand S/o Shri Ramdayal, Aged About 53 Years, R/o Village- Kalyanpura Khurd, Tehsil Kotputli, District Jaipur.

-----Petitioner

Versus

1.

State of Rajasthan, through The Principal Secretary, Department Of Revenue, Secretariat, Jaipur.
2.

District Collector, Jaipur.
3.

Sub Divisional Magistrate Officer, Tehsil Kotputli, District Jaipur.
4.

Tehsildar, Tehsil Kotputli, District Jaipur.
5.

Custodian Land Allotment Advisory Committee, Through Its President, Sub Divisional Officer, Kotputli, District Jaipur.
6.

Netram Adopted Son Of Late Naina, (Since Deceased) Through his LR's-
- 6/1.

Ramniwas S/o Netram, R/o Village Kalyanpura Khurd, Tehsil Kotputli, District Jaipur.
- 6/2.

Jagdish S/o Netram, R/o Village Kalyanpura Khurd, Tehsil Kotputli, District Jaipur.
- 6/3.

Sonaram S/o Netram, R/o Village Kalyanpura Khurd, Tehsil Kotputli, District Jaipur.
- 6/4.

Chhoti Devi W/o Netram, R/o Village Kalyanpura Khurd, Tehsil Kotputli, District Jaipur.
7.

Kishan Chand S/o Nihal Singh, R/o Village Narsinghpur, Tehsil Gurugram, District Gurugram, (Haryana)

-----Respondents

For Petitioner(s)	:	Mr. Lokesh Kumar Verma
For Respondent(s)	:	Mr. V.D. Gathala, AGC with Ms. Vijay Laxmi and Ms. Lipi Garg

HON'BLE MR. JUSTICE ANAND SHARMA

Order

12/08/2026

1. Matter has come up on an application filed by the respondents for vacation of ex-parte interim order dated 06/7/2023, however, with the consent of both the parties, the writ petition itself was heard finally.

2. Writ petition has been filed by the petitioner challenging minutes of meeting dated 03.11.2021, whereby Custodial Land Allotment Advisory Committee recommended for allotment of Khasra No. 1 to 11 situated at village Bhaloji, Tehsil Kotputli, District Jaipur in favour of respondent No. 6. It is submitted by learned counsel for the petitioner that respondent No. 6 has already sold the aforesaid land vide agreement to sell dated 13.11.2006 to one Kishan Chand and thereafter, Kishan Chand sold the said land to the petitioner by a subsequent agreement to sell dated 29.4.2016. It is submitted that the land which has already been sold, cannot be allotted to respondent No. 6 or his legal heirs treating the land to be custodial land. Hence, in case such allotment is permitted to be made, then ultimately it would cause grave prejudice and miscarriage of justice to the petitioner and would also cause adverse effect upon property rights of the petitioner.

3. Learned counsel for the respondents, while opposing the writ petition, raised an objection with regard to locus of the petitioner and submitted that petitioner has got no legitimate right to claim

the land in question, which is otherwise notified custodial land, and no person can carry out any sale and purchase transaction in respect of custodial land. It is submitted that admittedly, petitioner is claiming rights on the basis of an agreement to sell, which was allegedly executed in his favour by a person who himself did not have any right over the land and was also allegedly holder of an agreement to sale stated to have been executed by respondent No. 6. It is submitted that all such documents as filed by the petitioner along with the writ petition have got no sanctity in the eye of law and title was never passed on in favour of the petitioner in accordance with law. Learned counsel for respondent No. 6 submitted that since, the land in question situated at revenue village Bhaloji, Tehsil Kotputli was a custodial land and after the death of respondent No. 6, his legal heirs are having long possession over the said land, therefore, they applied for allotment of the land and after verifying their possession, decision has been taken by the allotment committee to allot the same. The process has been conducted strictly in accordance with law and petitioner has no right whatsoever to object the same.

4. Heard learned counsel for the parties and perused the record.

5. This Court finds that petitioner has utterly failed to establish his title or any rights related to the land in question. It is settled proposition of law that agreement to sale does not confer any title upon holder of such agreement, until and unless a decree of specific performance or any other declaratory decree is obtained by him from a competent Court of law. It is also settled that no

one can convey better title than he himself has. In the instant case, petitioner has allegedly purchased the land in question through alleged agreement to sale from one Shri Kishan Chand and the record reveals that Kishan Chand had also no title whatsoever over the land in question. It is also settled proposition of law that custodial land, once notified, vests with the government and no other person can carry out any sale transaction in respect of such land. Such land can be allotted by the appropriate government strictly in accordance with the rules. In the instant case, the application filed by respondent No. 6 was duly processed under the rules and after verifying his possession, recommendations were made by the allotment committee in its meeting dated 03.11.2021.

6. In view of above, this court does not find any scope to interfere in the instant writ petition and the same filed by the petitioner is hereby dismissed.

7. Pending application(s), if any, stand(s) dismissed.

(ANAND SHARMA),J