

(2019) 12 CHH CK 0150

In the Chhattisgarh High Court

Case No : Miscellaneous Appeal No. 61 Of 2013, Writ Petition (C) No. 1308 Of 2018

Alex Paul Menon And Ors

APPELLANT

Vs

Vijay Laxmi Sharma And Ors.

RESPONDENT

Date of Decision : 06-12-2019

Acts Referred:

Constitution Of India, 1950 — Article 215
Madhya Pradesh Nagar Tatha Gram Nivesh Adhiniyam, 1973 — Section 50, 56
Contempt Of Courts Act, 1971 — Section 12, 19(1)
Land Acquisition Act, 1894 — Section 4, 5A, 6, 9, 11, 17

Citation : (2019) 12 CHH CK 0150

Hon'ble Judges : P.R. Ramachandra Menon, J; Parth Prateem Sahu, J

Bench : Division Bench

Advocate : Vikash Singh, Ashish Shrivastava, B.P. Sharma, M.L. Saket, Gagan Tiwari

Final Decision : Allowed

Judgement

P.R. Ramachandra Menon, CJ

1. Finding rendered by the learned Single Judge in Contempt Case (C) No. 289 of 2008, holding the Respondents/Contemnors guilty of the offence of contempt, for not complying with the directions given as per judgment dated 02.01.2008 in Writ Petition No.1177 of 1985 (preferred by the writ petitioners/landowners originally before the High Court of Madhya Pradesh at Jabalpur and later transferred to this Court after formation of the State of Chhattisgarh), is put to challenge in MA No. 61 of 2013. The grievance of the writ petitioners / land owners who lost the land, nearly four decades ago, on acquisition by the Raipur Development Authority and are still running from pillar to post for getting the balance amount of compensation and also the alternate plots, despite the judgement dated 02.01.2008 passed in Writ Petition No. 1177 of 1985, is projected in Writ Petition (C) No.1308 of 2018, seeking adequate compensation and such other reliefs. For convenience of reference, the claimants are referred

to as 'landowners' and the opposite side is described as 'Raipur Development Authority' (for short, 'RDA'), apart from the State (State of Chhattisgarh) shown as the 1st Respondent in the writ petition.

2. The case has got a chequered history. The RDA, as part of implementation of several Housing Development Schemes, notified 'Shailendra Nagar Scheme No.27' in the year 1977 and identified various extents of land to be acquired, which included lands belonging to the late Ram Gopal Sharma, his two sons and four daughters, situated in Khasra No. 293, P.C. No.114, R.I. Circle - Raipur, Block - Dharshiwa, Tehsil and District - Raipur (C.G.). Infact, the land was sought to be acquired offering to pay appropriate extent of compensation and also to allot building sites/plots under the notified Scheme to the landowners, in accordance with Section 56 of the Madhya Pradesh Nagar Tatha Gram Nivesh Adhiniyam, 1973 (for short, 'the Act, 1973'). It was accordingly, that different agreements were executed on 16.09.1978 and 17.10.1978 with different landowners, by virtue of which the land was stated as being acquired for a sum of Rs.20,000/- per acre (under protest), effecting an advance payment and agreeing to pay the actual consideration for the land as may be settled by the State Government under the provisions of the Land Acquisition Act, 1894 (for short, 'the LA Act, 1894'). Based on the agreement, the RDA decided to allot 22 plots of specified extent to the landowners and agreements of exchange were also executed in this regard. As per the above deeds and proceedings, the land owners were to pay 'development charges' in respect of the plots being allotted to them and accordingly, a sum of Rs.92,950/- was deducted towards the development charges from the compensation payable to the landowners.

3. Later, by June, 1984, the landowners came to know that the RDA, instead of honouring the commitment as per the agreements, by paying the compensation as agreed and instead of allotting the plots already earmarked under the Scheme to them, diverted the said plots and allotted it to strangers (Respondents No.3 to 20), which made them to prefer a complaint in July, 1984 to the Chairman of the RDA. As the RDA did not pay any heed to the claim put forth by the landowners, they approached the High Court by filing Writ Petition No.1177 of 1985, seeking for the following reliefs :

(a) A Writ of and/or in the nature of prohibition do issue, commanding and directing the Respondent No. 1 from handing over possession of 22 building sites/plots described in Annexure-16 to the Respondent No. 3 to 20 or to any other person/persons Whatsoever.

(b) A Writ of and/or in the nature of mandamus do issue, commanding and directing the respondent No. 1 to realLOT 22 building sites/plots better described in Annexure-16 to the petitioners.

(c) A Writ of and/or in the nature of mandamus do issue commanding and directing the respondent No. 1 to handover vacant and peaceful possession of the said 22 building sites/plots in Sailendra Nagar Scheme No. 27 to the

petitioners.

(d) A writ of and/or in the nature of mandamus do issue calling upon the respondent No. 1 to produce before the Hon'ble Court all the original files pertaining to acquisition of 45.68 acres of land belonging to the petitioners and covered by the Silendra Nagar Scheme No. 27 and also all the files pertaining to the allotment of the said building sites/plots in favour of the Respondent No. 3 to 20 so that conscionable justice may be done, by setting aside and/or quashing the allotment of the said 22 building sites/plots in favour of the Respondent No. 3 to 20.

(e) A writ of and/or in the nature of mandamus do issue commanding and directing the Respondent No. 1 to forthwith execute and register proper Indentures of lease in respect of the said 22 building sites/plots in favour of the petitioners.

E.I That Respondent No. 1 may kindly be directed to deliver the actual physical possession of the plots referred to, in the agreement dated 21.10.1992.

(f) A Writ of and/or in the nature of mandamus do issue, commanding and directing the Respondent No. 1 to forthwith refund and/or pay the said sum of Rs. 2,94,676/- to the Petitioners along with accrued interest due thereon at the rate of 24% from the date of acquisition of the petitioner's lands comprised in the said scheme till the date of actual refund, which amount has been illegally and wrongfully retained and withheld by the respondent No. 1 during all these years.

(g) Alternatively, a writ of and/or in nature of mandamus do issue commanding and directing the respondent No.1 to act in accordance with the said Act and the Rules framed thereunder for purpose of disbursement of compensation payable by the respondent No.1 to the Petitioner for the acquisition of their 45.68 acres of land covered by the Sailendra Nagar Scheme No. 27.

(h) Rules NISI in terms of prayers (a) to (g) above.

(i) An Injunction do issue restraining the respondent No. 1 from giving and/or any further effect to the allotment orders passed by the Respondent No. 1 in favour of the Respondent No. 3 to 20 and/or from taking any steps in connection thereto and/or from handing over possession of the said 22 building sites/plots to the respondent No. 3 to 20.

(j) Ad-interim orders in terms of prayer(i) above.

(k) Cost of and/or incidental to this petition be paid by the respondents to the petitioners and

(l) Such further or other order/orders be made and/or direction/directions be given as to this Hon'ble Court seem fit and proper and for which act of kindness and benevolence on the part of the Hon'ble Court, the petitioners shall, as in duty bound ever pray."

4. The prayers were resisted from the part of the RDA on various grounds, including that the writ petition was not maintainable and that the writ petitioners / landowners had to move the Civil Court. After hearing both the sides, the learned Single Judge clearly held, as per judgment dated 02.01.2008, that writ petition was not liable to be dismissed after 22 years, relegating the writ petitioners to approach the Civil Court. It was accordingly, that the merit was considered, also placing reliance on the various verdicts passed by the Apex Court with reference to the availability of alternate remedy.

5. With reference to the pleadings and proceedings, particularly, the return filed from the part of the RDA, it was observed by the learned Single Judge, that the rate of compensation mentioned in the agreement was accepted 'under protest' and that the same was not finalized by the authorities concerned, as mentioned therein. The admission made from the part of the RDA, as to a decision taken to allot various plots by way of exchange of lands, was also taken note of. The different extents of properties acquired from the different landowners and the particulars of the plots decided to be allotted to different landowners by way of exchange of lands were extracted in the 'tables' given in paragraph 22 and 23 of the judgment, which are reproduced below for convenience of reference :

"22. Respondent No. 1 in its return/reply has clearly stated as under:

"It is submitted that under the Shailendra Nagar Scheme which is a part of the Katora Talab Scheme No. 16 has been implemented by the respondent No. 1.

The lands of the petitioner are in Patwari Halka No. 114 and Khasra No. 293 and the total area in Patwari Halka No. 114 is 46.68 acres. However, it is denied that the whole land of Khasra No. 293 is 45.68 acres belong to the petitioner No. 1 to 7 below is a chart showing the land which The respondents No. 1 wished to acquire and for which the respondent No. 1 had entered into correspondence with the petitioners.

S. No.

Name of Petitioners

Areas in acres

1

Late Ram Gopal Sharma

17.08

2

Shri Deepak Sharma

05.00

3

Shri Prakash Sharma

05.00

4

Smt. Asha Lata

02.25

5

Smt. Hemlata Sharma

02.25

6

Smt. Pushpa Lata

02.25

7

Smt. Prem Lata

02.25

The Raipur Development Authority (respondent No. 1) offered residential plots in the scheme to the owners of the undisputed land(Free from all encumbrances), besides payment of compensation which is mentioned in Clause-2 of the agreement, however, it may be mentioned that the petitioner's land as vested in Ceiling Act."

23. With regard to the proposed allotment of plots by exchange of land, the respondent No. 1 has admitted in its return as under:

S.No.

Name of petitioner

Proposed No. of plot by exchange of land

Total area in sq. ft.

1.

Smt. Ashalata

C-3 & C-4

4,800.00

2.

Smt. Hemlata

C-21 & C-22

4,800.00

Smt. Pushp Lata

C-17 & C-18

4,800.00

4.

Smt Prem Lata

C-19 & C-20

4,800.00

5.

Shri. Deepak

D-247, 248,

6,000.00

Sharma

249 & 250

6.

Shri Prakash

D-251, 252,

6,000.00

Sharma

253, 254

7.

Late Ramgopal

D-66, 67, 68,

20,500.00

Sharma.

69

Total

51,700 sq.ft

6. The liability cast upon the RDA pay proper compensation and to allot the

different plots as already agreed and decided, was mainly sought to be resisted by the RDA, stating that pendency of some land ceiling cases against the landowners was never brought to the notice of the RDA. The learned judge noted that the RDA, admittedly, had not sent any notice or information to the landowners that, due to pendency of the ceiling cases, the landowners were not entitled to any compensation or allotment of the building plots under the exchange of land, simultaneously, observing that all the ceiling cases had come to an end with effect from the date, the Urban Land (Ceiling and Regulation) Repeal Act, 1999 came into force on 18.03.1999 (by virtue of which, all the pending proceedings were got abated and the lands reverted back to the landowners, to the exclusion of others). It was accordingly held that the contention of the RDA was without any basis and was rejected accordingly. Based on the materials brought on record, the learned Judge observed that, after taking possession of the land decades ago, no further steps were taken by the RDA to finalize the compensation payable and to allot the plots identified and decided to be allotted in conformity with the terms of the Scheme / Agreements. The learned judge also noted that the High Court of Madhya Pradesh at Jabalpur had passed an interim order on 02.05.1985 in the writ petition filed by the landowners, directing the RDA not to effect any deed in favour of Respondents No.3 to 20 or any other person until further orders; which was subsequently confirmed on 23.01.1990. Despite the said order, the Respondents No.3 to 20 proceeded with construction on the disputed plots, who contended before the Court that they were bonafide purchasers and hence their ownership and possession over the plots/sites in question might not to be disturbed. This was clearly held as unsustainable as noted in paragraph 28 of the judgment, for the reason that they had taken the risk at their cost, to construct the houses in the disputed plots, notwithstanding the interim order passed by the High Court. Still, the Court found it necessary to take a pragmatic view and accordingly spared them from parting with the possession, which otherwise was sure to be ordered to the landowners and the relief was moulded, holding that the writ petitioners / landowners were entitled to get building plots / sites of the same size and value as per the agreements and the understanding between the parties, as admitted in the return filed by the 1st Respondent / RDA.

7. Based on the above finding, the 1st Respondent / RDA was directed to determine the compensation for the lands acquired, as on the date when possession of the land was taken over and to disburse the same with interest @ 12% per annum from the date of taking over possession, after deducting the part payments made already. After declaring the right of the writ petitioners/ landowners to get residential plots/ sites, as admitted by the 1st Respondent / RDA in the return, the 1st Respondent/ RDA was directed that they might either allot plots of the same size or value or pay compensation, if the writ petitioners agreed for the same, alerting the necessity to have the proceedings finalized within three months, as the issue was pending for more than 22 years.

8. It is pointed out that, after the judgment, though some meetings and

negotiations were held, it did not culminate in the reliefs ordered to be given to the writ petitioners; which made them to approach the Court by filing Contempt Petition (C) No.289 of 2008. Notice was ordered to the contemnors, who appeared and put forth their version, stating the facts and figures and asserting that, there was no contemptuous act or conduct on their part. It was also pointed out that all necessary steps were taken to cause an Award to be passed for determining the compensation, by approaching the SDO / authority under the LA Act, 1894, who expressed his inability stating that, it cannot be done without pursuing the various procedural steps including Section 4 Notification/ Section 5A Enquiry/ Section 6 Declaration and such other steps. It was also pointed out that the RDA had requested the Deputy Registrar and also the SDO, by separate letters, to inform the rate of compensation to be paid in respect of similar undeveloped / under developed lands in the area, who reported that the value was only 'Rs.7,725/- per acre'. The various steps taken by the Respondents/ Contemnors to give effect to the verdict by getting opinion from the lawyer and also to get advice from the learned Advocate General were also brought on record. The factum of affording alternate sites/plots under a different Scheme (since no plot / land was available under the 'Shailendra Nagar Scheme No.27') was also put in writing. However, prima facie, not being satisfied, the learned Judge proceeded with the matter by framing three separate charges; as given below :

"Charge No. 1- That you Alex Paul Menon, the Present incumbent C.E.O. of Raipur Development Authority; Shri M.D. Diwan, the then C.E.O. of Raipur Development Authority and Shri Ashok Agrawal, the then C.E.O. of Raipur Development Authority while functioning as the C.E.O. of Raipur Development Authority failed to comply with the direction issued by this Court vide order dated 02nd January, 2008 in W.P. No. 1177/1985 by not determining the compensation of lands in dispute in the manner directed by this Court and has not made payment of amount directed by this Court.

Charge No. 2- That each of the above named contemnors have neither allotted plots of the same size and value to the petitioners as directed by this Court in Paragraph 30 of the Order.

Charge No. 3- That the directions issued by this Court in Para 30 of the order passed in W.P. No.1177/1985 have not been complied within a period of 3 months from the date of receipt of copy of the said order."

9. After hearing both the sides and after evaluation of the materials brought on record, a finding was rendered as per judgment/order dated 15.07.2013 to the effect that the Contemnors were guilty of the charges levelled against them and were to be punished accordingly. After pronouncement of the said verdict in the forenoon, the matter was ordered to be taken up in the afternoon, to hear the Contemnors on the question of sentence. In the afternoon, adjournment was sought for and it was ordered to be listed after 'two' weeks. In the meanwhile, the contemnors approached this Court by filing an appeal against the said order

(MA No. 61 of 2013).

10. After hearing on admission, notice was ordered to the Respondents in the appeal, also granting an interim stay as per order dated 30.07.2013. The said order was sought to be challenged by the landowners by filing SLP(C) No. 29392/2013; which came to be dismissed as per order dated 04.10.2013 passed by the Apex Court. Subsequently, I.A. No.2 of 2013 was filed by the landowners, challenging the maintainability of the appeal before this Court, which was dismissed as per order dated 21.01.2015. This was challenged by the landowners by filing SLP(C) No. 11455 of 2015. Another application was filed by the landowners as I.A. No.3 of 2016 before this Court, seeking for dismissal of the MA No. 61 of 2013; which subsequently came to be dismissed as withdrawn on 05.04.2018. It was thereafter that the landowners chose to file WPC No. 1308 of 2018 on 02.05.2018.

11. Maintainability of the above writ petition was questioned by the RDA by filing I.A. No.2 of 2018, seeking for dismissal of the writ petition. Meanwhile, SLP(C) No.11455 of 2015 filed by the landowners; which was pending before the Apex Court was disposed off on 17.08.2018, leaving it open for the High Court to decide the appeal on merits expeditiously. A learned Judge of this Court considered the question of maintainability of WPC No.1308 of 2018 and a detailed order was passed on 13.09.2018, holding it as maintainable and admitting the writ petition, in turn, dismissing the I.A. No.2 of 2018 filed by the RDA. This was sought to be challenged by filing SLP(C) No. 30089 of 2018 before the Apex Court; which came to be dismissed on 26.11.2018; however making it clear that the order dated 13.09.2018 passed by the learned Single Judge will not be understood that it has foreclosed the claim of RDA, to hold that the writ petition was not maintainable. It was also observed by the Apex Court that the RDA would be at liberty to make a prayer before the High Court for hearing the Contempt Appeal along with WPC No.1308 of 2018 and both the matters could be considered by the High Court accordingly.

12. Pursuant to the above order, I.A. No. 4 of 2019 was filed by the RDA in MA No. 61 of 2013 to have analogous hearing of both the matters together, which was heard and allowed as per the order dated 23.09.2019 passed by this Court. The matters were accordingly heard on different dates including 21.10.2019 and 06.11.2019.

13. We heard Mr. Vikash Singh, the learned Senior Counsel and Mr. Ashish Shrivastava, learned counsel appearing on behalf of the RDA/ Contemnors and Mr. B.P. Sharma, the learned counsel for the writ petitioners/landowners; besides Mr. Gagan Tiwari, the learned counsel appearing for the State.

14. In support of the maintainability of the appeal, reliance is sought to be placed by the learned counsel for the Appellants on the verdicts passed by the Apex Court in *Modi Telefibres Ltd. & Ors. Vs. Sujit Kumar Choudhary & Ors.* (2005) 7 SCC 40, *Midnapore Peoples' Cooperative Bank Ltd. & Ors. Vs. Chunilal*

Nanda & Ors. (2006) 5 SCC 399, R.N. Dey & Ors. Vs. Bhagyabati Prmanik & Ors. (2000) 4 SCC 400. At the same time, the Appellants made a reference to the order passed by the learned Single Judge in the Contempt of Court Case, pointing out that the learned Judge has gone much beyond the original order / judgment passed in the writ petition; which is quite not possible in view of the law declared by the Apex Court in Jhareswar Prasad Paul and Another Vs. Tarak Nath Ganguly and Others (2002) 5 SCC 352 {paragraph 11} and Sudhir Vasudeva, Chairman and Managing Director, Oil and Natural Gas Corporation Limited and Others Vs. M. George Ravishekar (2014) 3 SCC 373 {paragraph 19}. It is further pointed out that the scope of the submission / undertaking given from the part of the RDA has not been correctly understood or analysed by the learned Single Judge and it is contended that no Court can curtail or foreclose a statutory remedy of appeal or revision; much less a Constitutional remedy. Reliance is sought to be placed on the verdict passed by the Apex Court in P.R. Deshpande Vs. Maruti Balram Haibatti (1998) 6 SCC 507 and Southern Railway Officers Association & Anr. Vs. Union of India (2009) 9 SCC 24 in this regard. The learned counsel further submits that, if two interpretations are possible, no contempt will lie in view of the ruling rendered by the Supreme Court in Anil Ratan Sarkar and Others Vs. Hirak Ghosh and Others (2002) 4 SCC 21 {paragraph 15}. The principles of 'constructive res judicata' are sought to be highlighted with reference to the position explained by the Apex Court in Shiv Chander More and Others Vs. Lieutenant Governor and Others (2014) 11 SCC 744 {paragraphs 22 to 24}.

15. Mr. B.P. Sharma, the learned counsel appearing for the writ petitioners / landowners, who sought to challenge the maintainability of the Contempt of Court Appeal and wanted to assert the sustainability of the writ petition with reference to the facts and figures, sought to place reliance on various verdicts passed by the Apex Court. Baranagore Jute Factory PLC. Mazdoor Sangh (BMS) and Others Vs. Baranagore Jute Factory PLC. And Others (2017) 5 SCC 506 {paragraph 16} was cited pointing that when order was self evident, no further scrutiny was necessary. Insofar as the verdict passed by the learned Single Judge in Writ Petition No.1177 of 1985 was quite categoric, no ambiguity was involved and since the directions have not been complied with, the finding on guilt arrived at by the learned Single Judge as per the order dated 15.07.2013 in the Contempt Case (Civil) No.289 of 2008 is stated as perfectly in order. The learned counsel also submits that any judgment has to be read as a whole and not as a statute, to understand the meaning and purport as explained by Supreme Court in Dadu Dayalu Mahasabha, Jaipur (Trust) Vs. Mahant Ram Niwas and Another (2008) 11 SCC 753. Reliance is sought to be placed also in Special Land Acquisition Officer Vs. Karigowda and Others (2010) 5 SCC 708 {paragraph 101}.

16. The appeal has been preferred by the contemnors under Section 19(1) of the Contempt of Court's Act, 1971; which reads as follows :

"19. Appeals.- (1) An appeal shall lie as of right from any order or decision of

High Court in the exercise of its jurisdiction to punish for contempt-

(a) where the order or decision is that of a single Judge, to a Bench of not less than two Judges of the Court;

(b) where the order or decision is that of a Bench, to the Supreme Court: Provided that where the order or decision is that of the Court of the Judicial Commissioner in any Union territory, such appeal shall lie to the Supreme Court."

17. Maintainability of the appeal is questioned by the Respondents in the appeal, pointing out that the order passed by the learned Single Judge on 15.07.2013 is not against any 'punishment' ordered for contempt and hence no appeal is maintainable. This Court is aware of the law declared by the Apex Court that appeal is maintainable only against an order or decision of the High Court passed in exercise of the jurisdiction to punish for contempt as held in *Midnapore Peoples' Cooperative Bank Ltd's Case* (supra). When the High Court passes an order acquitting the contemnors, no appeal lies. The question is whether non-prescription of 'punishment' in the order under challenge will negate the right of the Appellants in preferring an appeal in respect of the finding rendered against the contemnors, is the question.

18. As borne by the order under challenge in the appeal, three specific charges were framed against the contemnors and after considering the entire materials and after hearing both the sides, a finding was rendered in paragraph 27 of the judgment, to the following effect :

"27. As an upshot of the above discussion and having found all the 3 charges against the contemnors of lawful authority of this Court by willful defiance/violation of the order passed by this Court on 2.1.2008 in Writ petition No. 1177/1985, this Court has no other option to punish the contemnors under section 12 of the contempt of Courts Act read with Article 215 of the Constitution of India. The contemnors are present before this court and they are directed to make full compliance of the order passed by this Court in a sincere and bona fide manner within a period of 3 months from today. After delivery of judgment in open Court, this Court wanted to hear the contemnors on the point of sentence and the matter was again posted for hearing to taken up after launch at 2.15 pm."

19. The discussion made by the learned Single Judge clearly shows that a finding on guilt in respect of all the three charges has already been arrived at, holding the contemnors guilty of the charges levelled against them. The order also shows that, after passing the said order in the forenoon, it was taken up in the afternoon to hear the contemnors on the question of punishment and it was at that juncture, that an adjournment was sought for and the matter was adjourned by two weeks. Section 19(1) of the Contempt of Courts Act, 1971 (for short, 'the Act, 1971') clearly says that an appeal shall lie as of right from any order or decision of the High court in exercise of the jurisdiction to punish for contempt.

20. The provision does not say that, it will lie only against an order 'imposing the punishment' and it is wide enough to include any order or decision to punish the contemnor as well. As mentioned already, there is a finding by the learned Single Judge holding the contemnors guilty of all the three charges levelled against them and that they have to be punished accordingly. The remaining part is only as to the quantum of punishment and that alone. This being the position, the order under challenge clearly comes within the purview of Section 19(1) of the Act, 1971 and the mere fact that quantum of punishment was not included or considered as part of the order by itself will not take it away from the purview of Section 19(1) of the Act, 1971.

21. In the above context, it will be appropriate to refer to the finding given by the learned Single Judge in the Contempt Case (Civil) No. 289 of 2008 as contained in paragraph 27 (extracted above). It is clear point blank that a finding has been rendered that the contemnors are guilty of all the three charges levelled against them. The Court has found that there is no other option but to punish them under Section 12 of the Act, 1971, read with Article 215 of the Constitution of India and it was after delivery of the decision in open Court, that the matter was ordered to be taken up in the afternoon, to hear the contemnors on the point of sentence. This very much satisfies the requirements of Section 19(1) of the Act, 1971 and what remained was only to determine the quantum of punishment. This being the position, the version of the Respondents/landowners that appeal is not maintainable, as it is not against an order imposing punishment, is only to be repelled and we hold that the appeal is maintainable.

22. Coming to Writ Petition (C) No. 1308 of 2018. The prayers are in the following terms :

"A. A writ and/or an order in the nature of writ of appropriate nature do issue calling the relevant records pertaining to case of the petitioners from the respondent authorities concerned showing the action taken by them in respect of the reports lodged by the petitioner and her staff, for its kind perusal.

B. A writ and/or an order in the nature of writ of mandamus do issue commanding and directing the respondent authorities to comply with the writ/order/directions issued by this Hon'ble Court in WP No.1177/1985 on 2.1.2008 in its true spirit and refer the matter for award being made for acquisition of the lands of the respective petitioners for which time to time the respondent authorities have acknowledged their liability but have not referred the matter to the Land Acquisition Authority for giving its award as per law and for payment of compensation of the lands acquired as ordered by this Hon'ble Court and in the facts and circumstances of the case.

C. A writ and/or an orders in the nature of writ of mandamus do issue commanding and directing the respondent authorities to comply with other directions i.e. allotment of plots of same size and value and with the concurrence of the petitioners in this regard available with the respondents in their any

scheme in the city of Raipur and in the facts and circumstances of the case.

D. A writ and/or an order in the nature of appropriate writ do issue attaching the properties of respondents as per relevant provisions of Order 21 of the CPC and sale of the attached properties etc. if the orders are not complied with and also passing an order of civil imprisonment against the directly concerned officers of the respondents authorities as per law at the cost of the petitioners.

E. A writ and/or an order in the nature of

F. issue of appropriate writ do issue directing payment of suitable compensation to the petitioners for causing physical, mental, monetary and other losses for prosecuting the matter for the last more than four decades and recovery of the same be ordered from the directly concerned officers of the State whose acts of omission and commission has resulted into losses to the petitioners and others and in the facts and circumstances of the case.

G. Any other relief which this Hon'ble Court may deem fit in the facts & circumstances of case.

H. Cost of the petition may also be awarded."

23. There is no dispute, that the prayers raised in the earlier writ petition with regard to granting of compensation and also as to the right to get alternate plots in terms of the relevant agreements has become final. The remaining part is only as to compliance of the said direction. There is force in the submission made by the learned counsel appearing for the RDA that no writ petition will lie before this Court in the form of an execution proceeding; more so, when the alleged inaction on the part of the RDA stands already taken up in the contempt matter and there is already a finding on guilt against them in the Contempt Case (Civil) No. 289 of 2008, which is under challenge in MA No. 61 of 2013. When the RDA contends that the first part of the directions contained in paragraph 30 of the judgment passed by the learned Single Judge in Writ Petition No. 1177 of 1985 with regard to payment of compensation has been complied with (by determining the compensation with reference to the market value of the land pointed out by the SDO and by the Deputy Registrar and awarding interest @ 12% per annum from the date of possession and thereafter, by calculating the compensation on a much higher rate (@ Rs.70/- per sq.ft.) as agreed in the year 1992 and satisfying the same with interest as specified (correctness of which is being tested in other paragraphs / elsewhere in the judgment), the factum of non-allocation of the plots, which were already ear-marked in the name of the landowners as per the provisions under the Scheme and the agreement, but allotting the same to the Respondents No. 3 to 20 stands conceded. The version of the RDA is that they had proposed to allot the land of the same size / equal value under the another Scheme (Indraprasth Scheme), but it was not acceptable to the landowners and hence the compensation was fixed based on the relevant norms and the amounts were paid by way of crossed-cheques. It is conceded that no written consent was given by the landowners with regard to

the amount so fixed by the RDA; under which circumstance, whether it will amount to full compliance of the verdict passed in the writ petition, is a matter to be considered. This is sought to be agitated in the present writ petition, also raising a prayer for 'compensation' to be paid to the writ petitioners (prayer 'E') because of the ordeal they had to face for the past 40 years. Since there is some obscurity with regard to the directions given by the learned Single Judge in the writ petition (which will be discussed in the due course) and since the relief has to be moulded to an appropriate extent and further since the grievance of the landowners stands still to be redressed, we are of the view that the writ petition is maintainable, atleast to a limited extent to mould the proper relief, taking the judgment dated 02.01.2008 passed by the learned Single Judge in the Writ Petition No. 1177 of 1985 as the base. This point is answered in favour of the landowners.

24. As mentioned already, the judgment in question, which led to the contempt proceedings consists of two parts; firstly, with regard to the compensation to be paid to the landowners with interest in respect of the land acquired and secondly, with regard to the allotment of plots of the same size and equal value as of the plots ear-marked to them under the Shailendra Nagar Scheme No.27 or to pay adequate compensation - if the landowners agreed for the same. The word 'award' has been mentioned twice in the said judgment in paragraph 30, which is the operative portion and it reads as follows:

"30. In view of the above premises, the petition is allowed. The respondent No. 1 is directed to determine the compensation of the lands in dispute belonging to the petitioners, as on the date when possession of the lands in dispute was taken over. The petitioners would further be entitled to interest at the rate of 12% p.a. from the date of taking over possession of the said land on the amount of award, after deducting the part payment made earlier. The petitioners are further entitled to the residential plots/sites as admitted by the respondent No. 1 in its return. The respondent No. 1 may either allot plots of the same size and value or pay appropriate compensation, if the petitioner agree for the same, Since the dispute has been pending for more than 22 years, the interest of justice would suffice if the needful for determination of award, payment thereof, and allotment of building plots/sites as stated above is done within a period of three months from the date of receipt of a copy of this order. It is ordered."

25. According to the landowners, in view of the specific observations with reference to the contents of the agreement as referred to by the learned Single Judge while passing the judgment in the writ petition, the direction contained in paragraph 30 of the judgment casts a duty upon the 1st Respondent/RDA to pass an award in terms of the LA Act, 1894 and to have disbursed the amount accordingly; more so, when the scope of the judgment was understood by all the parties including the RDA, as of having necessity to pass an award under the LA Act, 1894. The version of the RDA is that, after passing the judgment, though they had taken up the matter before the SDO and the Competent Authority

under the LA Act, 1894 requesting to pass an award, it was not acceded to, stating that an award could be passed under the LA Act, 1894 only after completing the procedural formalities (issuance under Section 4 notification, Section 6 declaration etc.). It was in the said circumstance, that the market value of the land as on relevant date was sought to be ascertained by writing to the SDO-Land Acquisition Authority and also the Deputy Registrar having jurisdiction over the area. As per the reply sent by the said authorities, the land of similar nature in the area, as on the relevant date, was stated as having a value of Rs.7,725/- per acre and since the total extent of land acquired was only 36 acres (with due credit to the extent of land covered by the developed plots allotted under the Scheme), the total value was computed accordingly and the amount due was paid with interest @ 12% per annum, after giving credit to the advance amount already paid; thus, applying the principles for passing an award. Later, based on the subsequent proceedings, the RDA agreed to have it re-worked, reckoning the market value as Rs.70/- per sq.ft. for similar land as it existed in the year 1992. A re-calculation was effected and the total sum payable was worked out with interest @ 12% from that date and after giving credit to the amount already paid, the balance was paid to the parties by crossed-cheques which have been accepted by them and got en-cashed, except in the case of one or two persons, who either refused the same or returned for their own reasons.

26. The rival contentions were taken note of by the learned Judge, who passed an order, arriving at a finding on guilt in the contempt matter and decided to punish the contemnors holding that no award has been passed under the LA Act, 1894 for determining the compensation and no steps have been taken to allot the plots of same size / equal value to the landowners, despite the observations made by the learned Single Judge in paragraph 27 of the judgment in the writ petition and the subsequent directions contained in paragraph 30; which has been recapitulated towards the end of paragraph 18 of the order passed in the contempt matter. The first and foremost question is whether there was a proper direction by the learned Single Judge to pass an award under the LA Act, 1894 and to pay the compensation accordingly (besides the direction to allot plots of same size and equal value to the landowners) ?

27. It may be noted that the property was sought to be acquired way back in the year 1977-78, in terms of Section 56 of the Act, 1973 which provision is reproduced below:

"56. Acquisition of land for Town and Country Development Authority. - The Town and Country Development Authority may at any time after the date of publication of the final town development scheme under Section 50 but not later than three years therefrom, proceed to acquire by agreement the land required for the implementation of the scheme and, on its failure so to acquire, the State Government may, at the request of the Town and Country Development Authority, proceed to acquire such land under the provisions of the Land Acquisition Act, 1894 (No. 1 of 1894) and on the payment of compensation

awarded under that Act and any other charges incurred by the State Government in connection with the acquisition, the land shall vest in the Town and Country Development Authority subject to such terms and conditions as may be prescribed."

28. As per the said provision, the land could be acquired on the basis of agreement and if does not materialize, it could be pursued by requesting the Government to take the land under the LA Act, 1894. Admittedly, there was an agreement to surrender the property and to have it used for implementation of the Scheme. The disagreement of the landowners was only with regard to the extent of compensation payable. It was accordingly, that the position was sorted out, leading to two separate agreements; the first one, as to the compensation for the property and the second one, for exchange of plots in terms of the Scheme. This being the position, the question of compulsory acquisition by requesting the Government to take over the property did not arise and the compensation was required to be passed in terms of an award under the LA Act, 1894, as fixed by the State. It is relevant to note in the context, that the landowners are entitled to have allotment of plots, as ear-marked in the instant case, only under the particular Scheme; which is having a bearing with regard to the fixation of value / compensation payable in respect of the total land acquired from the landowners. This is more so, since if the acquisition is strictly based on the provisions of the LA Act, 1894, there is no obligation (or to execute any agreement) for allocation of plots under the Scheme after its development, in addition to the full compensation payable under the LA Act, 1894. This is more so, when it was also possible to take over the possession urgently, if so required, invoking the emergency clause under Section 17 of the LA Act, 1894. These aspects are pointed out here, only to appraise the circumstances under which the allotment of the plots was also agreed to, besides fixing the compensation for the land taken over.

29. Be that as it may, it may still be right for the landowners to contend that insofar as there is a specific clause in the agreement to have the compensation fixed by passing an award in terms of the LA Act, 1894, the said liability cannot be wriggled out and hence it was obligatory for the Respondents in the writ petition to have pass an award with regard to the compensation payable. The first point to be considered in the said circumstances, is whether any such relief was prayed for in the writ petition. From the prayers in the Writ Petition No. 1177 of 1985 mentioned already, it is clear that no such prayer was ever raised under '(a) to (g)' and the remaining prayers were only 'alternative prayers'. The question is whether any relief could be granted by the Court, which is not prayed for in the writ petition; which can only be answered in the 'negative'.

30. It may be possible for the landowners to contend that there is already a direction given by the learned Single Judge, as contained in paragraphs 27 and 30 of the judgment in the Writ Petition No. 1177 of 1985, to pass an award and grant compensation accordingly; adding that the question of granting a relief

which is not prayed for may not be relevant, insofar as the said judgment is not challenged by the RDA on any count and has become final. Let us assume that such direction to have passed an award under the LA Act, 1894 stands. Still, the question is whether it could have been complied with by the 1st Respondent/RDA, who has been directed in this regard; so as to punish them for contempt ?

31. Obviously, the direction given by the learned Single Judge in the writ petition was to the 1st Respondent/RDA to determine the compensation for the land in dispute. But, as per the scheme of the LA Act, 1894, it is not possible for the 1st Respondent/RDA to pass an award, as no such power is vested under the LA Act, 1894 to pass an award by the 'Requisitioning Authority' since the power is exclusively vested upon the 'Acquisition Authority', who is none other than the State / District Collector. To this extent, if the judgment in the writ petition is to be read as a positive direction to have passed an award in terms of the LA Act, 1894, it has to be held as per incuriam, being contrary to the provision of the LA Act, 1894 and hence the alleged violation, if any, cannot be held as a contemptuous act on the part of the contemnors.

32. Reliance is sought to be placed by the landowners (and so also by the learned Single Judge who found the contemnors as guilty) on the dictum in *Tukaram Kana Joshi and others, through Power-of-Attorney Holder vs. Maharashtra Industrial Development Corporation and others* (2013) 1 SCC 353 as to the 'deemed acquisition proceeding', to have passed an award in terms of the LA Act, 1894. It was a case where the 'State' was already in the party array and the Apex Court permitted the State to notify the land in dispute under Section 4 of the Act within a period of 4 weeks, to issue declaration under Section 6 within a period of one week thereafter, to issue notice under Section 9 within four weeks from then and to pass the award within three months thereafter; thus completing the deemed acquisition proceedings. This persuaded the learned Judge who arrived at the finding on guilt on the part of the contemnors, to hold that the charges were proved that the contention of the contemnors that no deemed acquisition proceedings can be finalized under the Act, 1894 in the year 2008 in respect of the lands which were taken over in the year 1977-78 was not correct. We find it difficult to agree to the said proposition, as nothing can be deemed to punish a person; that too for contempt, as the basic issue to be considered is whether there is any 'wilful disobedience' to malign the dignity of the Court. That apart, it is to be noted from the pleadings / return filed by the RDA / Contemnors that they had requested the SDO-Land Acquisition Authority as per letter dated 06.12.2008 to pass an appropriate award in terms of the LA Act, 1894, but the SDO as per letter dated 22.12.2008 replied that no such award can be passed without completing the procedural formalities under the LA Act, 1894, which made the contemnors to ascertain the market value of similar plots in the area from the SDO-Land Acquisition Authority and also from the Deputy Registrar having jurisdiction over the area. Based on the report given by the Tehsildar having jurisdiction, the SDO intimated that, it was of 'Rs.7725/- per acre' and similar figure was mentioned in the reply given

by the Deputy Registrar as well. This was taken as the basis for determining the compensation as ordered in paragraph 30 of the judgment passed by the learned Single Judge in the Writ Petition No. 1177 of 1985. We find considerable force in the version given by the SDO-Land Acquisition Authority, as award under the LA Act, 1894 cannot come as a bolt from the blue and various procedural formalities have to be complied with.

33. The next question to be considered is whether such proceeding could have been complied with in the instant case by the Respondents concerned and whether there was any failure amounting to 'wilful disobedience' on part of the RDA, so as to cause them to be punished for contempt. It cannot be disputed by anybody, that an award under the LA Act, 1894 can be passed only by the 'Acquisitioning Authority' i.e. the State, invoking the machinery under the State through the District Collector (under Section 11 of the LA Act, 1894). Here, the State of Chhattisgarh or the District Collector, Raipur was never made a party to the proceedings in the writ petition filed by the landowners. Infact, the writ petition was filed way back in the year 1985, in the High Court of Madhya Pradesh and the State of Madhya Pradesh alone was impleaded as the 'Respondent No.2'. After reorganisation of the State and formation of the State of Chhattisgarh in the year 2000, the writ petition came to be transferred to this Court. Though it was pending for more than 08 years before this Court, but no steps were taken by the landowners / writ petitioners to cause the cause title to be amended by impleading the State of Chhattisgarh and the District Collector, Raipur (the Land Acquisitioning Authorities) in the party array. Without impleading the State of Chhattisgarh and the Land Acquisitioning Authority of the State of Chhattisgarh in the party array, can there be any valid direction to pass award in terms of the LA Act, 1894, is the most important question. The answer can only be an emphatic 'No'. As such, the direction having been given only to the 1st Respondent/RDA (Requisitioning Authority) to determine the compensation for the land acquired, no award could have been passed by the 'RDA' under the LA Act, 1894, having no such power conferred upon the RDA / Requisitioning Authority under the statute, but for determining the compensation reckoning the "principles under the LA Act, 1894".

34. The patent lapse from the part of the landowners / writ petitioners in not impleading the State of Chhattisgarh or the Land Acquisitioning Authority in the party array and in not raising specific prayers to cause to issue Section 4 notification or to proceed with further steps / procedure in accordance with the provisions of the LA Act, 1894 and to pass an award in terms of the Act, 1984 cannot be shifted to the shoulders of others. For the lapse / inaction / failure on the part of the landowners in this regard, they can blame only themselves and not others. This being the position, we are of the firm view that the finding rendered by the learned Single Judge in the order dated 15.07.2013 holding the contemnors guilty of the offence of contempt in respect of the 'first charge' is not correct and the same is liable to be set aside. It is ordered accordingly. Whether the quantum of compensation paid in respect of the properties acquired is

however a question to be considered and it will be dealt with separately.

35. Coming to the 'second charge' as to the non-allotment of plots of the same size and equal value or payment of appropriate compensation, if the petitioners agreed for the same, there is no dispute to the fact that 22 plots were earmarked in the name of the landowners under the Scheme. There was an interim order dated 02.05.1985 passed by the High Court of Madhya Pradesh, interdicting the RDA from effecting any lease or conveyance to the private Respondents, despite which the latter proceeded to effect construction therein and were occupying the premises. This stands deprecated by the learned Single Judge in 'paragraph 28' of the judgment in Writ Petition No. 1177 of 1985, holding that their plea, that they were bonafide purchasers and their ownership and possession over the plots/sites in question might not be disturbed, is not sustainable; as they have taken risk at their cost to construct the houses, if any. However, taking a pragmatic view, the landowners were declared as entitled to get building plots/sites of the same size and value as per the agreement and understanding between the parties, which was directed to be given effect to in 'paragraph 30' of the judgment. The question is whether this has been complied with and if not, is there any contemptuous act on the part of the contemnors in this regard ?

36. It is borne out from the pleadings and proceedings that, after passing the judgment in Writ Petition No. 1177 of 1985, several rounds of meetings were held. It is also borne out from the record that, no spare plot was available under the 'Shailendra Nagar Scheme No.27' or elsewhere in Raipur and hence the RDA offered alternate plots as directed by the learned Single Judge, under a different Scheme (Indraprasth Scheme), which however was not acceptable to the landowners. The proceedings reveal that, in the said circumstance, the question of payment of compensation in respect of 'equal extent of plot having equal value' was thought about and there was a discussion with one Mr. Deepak Sharma, who was representing all the landowners in the proceedings so far, on 11.11.2008, and the rate was also stated as agreed to. Based on the consensus arrived at, the individual landowners were required to furnish the 'consent in writing' and it was thereafter, that the landowners withdrew from the proceedings, which made the RDA to workout the compensation payable in respect of an area of 51,000 sq.ft. (the total area of the plots ear-marked and decided to be allotted in the name of landowners under the Scheme) and this was computed and paid by way of crossed-cheques of different dates; particulars of which have been given in the chart produced before this Court. It is seen that, one or two parties could not or did not accept the amount and the cheques have not been encashed, for their own reasons. Whether the action pursued by the RDA / Contemnors would amount to any contemptuous act has to be considered and decided in the said background.

37. It is true that the learned Single Judge had directed in 'paragraph 30' of the judgment in the writ petition, to allot building plots / sites of equal size and value

or to pay compensation, if the same was agreeable to the landowners / writ petitioners. The facts that no plots were available under the 'Shailendra Nagar Scheme No.27', to have it allotted to landowners in Raipur and further that plots were offered to them under a different Scheme - Indraprasth Scheme, which however was not accepted by the landowners have been brought on record. As it stands so, there was an attempt from the part of the RDA to comply with the judgment by causing to allot alternate plots, though it did not come to be fruitful, for not being acceptable to the landowners. Then, the next course of action was to pay compensation in respect of such plots, but the judgment had placed a rider that it could be done so, if the petitioners agreed for the same. The compensation for the alternate plots can be fixed only in a reasonable manner and if the petitioners continued to express disagreement till the compensation / price / value was escalated and fixed at the level of the sky, based on their wishful thinking, it cannot be given effect to. To this extent, the judgment is not specific. It has been declared by the Apex Court that in contempt jurisdiction, if the judgment gives rise to two different interpretations, it is not possible to punish the contemnor - Anil Ratan Sarkar's case (supra) {paragraph 15} [described}. Similarly, by virtue of law declared by the Apex Court in *Vikas Father Peter and Others vs. Administrator, Guardian Angel English Medium High School* (2010) 2 SCC 705 {paragraphs 15 to 20}, the alleged action / inaction should be intentional, to punish for contempt. So goes the declaration by the Apex Court in *Gyanichand vs. State of Andhra Pradesh* (2016) 15 SCC 164 {paragraphs 10, 11 & 12} as well. In the said circumstance, insofar as the RDA / Contemnors had made earnest efforts to allot alternate plots as directed by the learned Single Judge, which was not acceptable to the landowners; whereupon they had offered compensation by re-fixing the same, based on the relevant norms and had effected the balance payment as per the crossed-cheques, as given in the chart mentioned above (adequacy of which is a different matter), it was not correct or proper for the learned Single Judge to have arrived at a finding on guilt of the contemnors, holding that there was an intentional / contemptuous act, to have them punished for the offence of contempt. The said finding is not correct or liable to be sustained and hence, we set aside the same.

38. Coming to the 'third charge' as to the compliance to be effected within 3 months, it is closely interlinked with the other two charges and this cannot be considered in isolation. This is more so, in view of the finding rendered by us in respect of the charges 'one' and 'two' as discussed above. In the said circumstance, the finding rendered by the learned Single Judge in Contempt Case (Civil) No. 289 of 2008 with regard to 'charge No. three' also is liable to be set aside. It is ordered accordingly.

39. Two more questions remain to be considered in the light of the unchallenged judgment passed by the learned Single Judge in Writ Petition No.1177 of 1985. The first one is with regard to the eligibility to get the compensation in respect of 36 acres of land acquired from them and whether the compensation has been paid as agreed. The second question is whether the allotment of the alternate

plots under the Scheme of equal size and equal value has been satisfied ? Since it is admittedly not satisfied (the alternate plots under a different Scheme - Indraprasth Scheme having not been accepted by the landowners), whether adequate compensation i.e. equal value of the plots of similar size has been made available to the landowners ?

40. With regard to the first part, it should be noted that the property was agreed to be taken over under Section 56 of the Act, 1973 way back in the year 1977-78, under which Scheme, appropriate compensation would be fixed and paid, simultaneously offering residential plots of the specific size to the landowners, subject to payment of development charges as provided under the Scheme. It was accordingly, that two separate agreements were executed; one with regard to the compensation payable and the other with regard to the exchange of plots. The price offered by the RDA in respect of the property acquired from the landowners was Rs.20,000/- per acre, which was accepted under protest, incorporating necessary clauses in the agreement, to have it fixed as payable under the LA Act, 1894 which was to be fixed by the State. The amount was calculated accordingly, after giving credit to the advance amount already paid. It is pointed out that, pursuant to the judgment in the Writ Petition No.1177 of 1985, the RDA requested the SDO / Land Acquisition Authority to determine the compensation by passing an award, with regard to which inability was expressed by the SDO, pointing out that award could be passed only after completing procedural formalities; which was not possible to be given effect in the instant case, in view of the facts and circumstances. The RDA sought to ascertain the market value of the land, in response to which, it was intimated by the SDO / Land Acquisition Authority, that similar land in the area was having a market value of Rs.7755/- per acre, as on relevant date. The above intimation from the SDO / Land Acquisition Authority was based on the report submitted by the Tehsildar, after making necessary enquiry. A similar letter was sent to the Deputy Registrar of the area, who also responded that similar land was having a value of Rs.7725/- per acre. According to the RDA, on calculating the compensation for 36 acres @ Rs.7725/- per acre, it comes to a total of Rs.2,78,100/-. The amount paid in advance itself was more than the market value, but during the course of discussion, the landowners referred to the specific clause in the agreement, whereby the RDA had agreed to pay @ Rs.20,000/- per acre and insisted that the RDA could not go back. This was accepted and acted upon by the RDA, who re- calculated the compensation @ Rs.20,000/- per acre, for the total of 36 acres and the balance payable with interest was satisfied accordingly. For holding it as inadequate, no documents have been produced by the landowners either before the RDA or before this Court, showing that the property acquired from the landowners was having a higher market value than Rs.20,000/- per acre, offered by the RDA. The market value of similar land as on the relevant date, as certified by the SDO / Land Acquisition Authority vide memo dated 18.09.2008 is only Rs.7725/- per acre (based on the report and memo dated 15.09.2008 of the Additional Tehsildar, Raipur). It is the same figure

as mentioned by the Deputy Registrar of the area as well vide his memo dated 27.08.2008. In the absence of any evidence to reckon a higher market value for fixation of the compensation and since the RDA has worked out the compensation payable in respect of lands acquired from the landowners @ 20,000/- per acre as agreed by them, satisfying the same with interest @ 12% per annum, by releasing the balance amount by way of crossed-cheques to the landowners pursuant to judgment dated 02.01.2008 passed in Writ Petition No.1177 of 1985 and further since no award, strictly in terms of the LA Act, 1894, could have been passed by the RDA for the reasons already mentioned above, we are of the view that the first part of the judgment i.e. payment of compensation for the lands acquired from the landowners stands satisfied by the RDA and no further amount is payable under this head. (except for effecting actual disbursement in respect of whom the cheques are still to be encashed, if any).

41. With regard to the 'second part' i.e. offering of plots of equal size and equal value to the landowners, as directed by the learned Single Judge in the Writ Petition No.1177 of 1985, it is discernible from the materials on record, that 22 plots were specifically ear-marked and admittedly decided to be allotted in favour of the landowners under the 'Shailendra Nagar Scheme No.27' and the development charges were already realized from the landowners by the RDA. It is also an undisputed fact that the above plots, however, were not allotted to the landowners and the RDA allotted the same to strangers i.e. Respondents No. 3 to 20, absolutely without any valid or acceptable reason. The Respondents No.3 to 20 took over the possession, effected construction and were occupying the said plots, enjoying themselves, to the exclusion of the landowners in favour of whom it was decided to be allotted earlier. Obviously, this was a high-handed action, so far as it was very much contrary to the interim order dated 02.05.1985 (made absolute on 23.10.1990) passed by the High Court of Madhya Pradesh, where the writ petition was pending at that point of time. Absolutely, no explanation is forthcoming, as to what made the RDA to deny the allotment to the landowners and to have it allotted in favour of strangers, contrary to the agreements executed at the time of taking over the possession of the properties from the landowners and the specific agreements to have the properties exchanged. It was with reference to this aspect, that the learned Single Judge observed in 'paragraph 28' of the judgment in the writ petition, that the contention of the Respondents No.3 to 20 that they are bonafide purchasers and their ownership and possession over the plots/sites in dispute might not be disturbed, was not sustainable, as the said Respondents had taken the risk at their cost to construct the houses. But, taking a pragmatic view, extending some leniency, a clear finding was rendered by the learned Single Judge in 'paragraph 27' of the judgment that the writ petitioners / landowners were entitled to have the building plots / sites of the same size and value; in turn leading to the directions given in 'paragraph 30' of the judgment.

42. From the observations made by the learned Single Judge in 'paragraphs 28 and 29' of the judgment in the writ petition, it is quite evident that the

landowners/petitioners have established a case as to their right to get the ear-marked plots under the Scheme; more so, by virtue of the interim orders passed by the High Court of Madhya Pradesh in Writ Petition No.1177 of 1985 on 02.05.1985 (and confirmed on 23.01.1990), which was continuing even after transfer of the writ petition to this Court and till the matter was finally decided as per judgment dated 02.01.2008. But for the leniency shown by the learned Single Judge in favour of the private Respondents, the plots ear-marked under the 'Shailendra Nagar Scheme No.27' ought to have come to the hands of the writ petitioners/ landowners by virtue of the finding as to their eligibility to get the same. But, since there is no challenge against the said judgment even from the part of the writ petitioners / landowners, it is not necessary to consider anything else, except the direction contained therein, to allot building plots / sites of the same size and value to the landowners.

43. In the above context, the stand of the RDA is that they were ready to offer plots of equal size and equal value and it was accordingly, that plots were offered under another Scheme i.e. 'Indraprasth Scheme', as no plots were available under any other Scheme in Raipur. According to the landowners, 'Indraprasth Scheme' is at a far away place and plots offered under the said Scheme were 'not of equal size or equal value' and hence, not accepted. The version of the RDA is that, to fix the size and value of the plot, it has to be with reference to the date on which the proceedings have been finalized, as agreed and it cannot be with reference to any subsequent date. We find it difficult to agree.

44. Insofar as the landowners were entitled to get plots under the 'Shailendra Nagar Scheme' as part of the benefit payable to them on surrendering their properties which were taken over by the RDA, apart from the compensation, and since separate plots were identified, ear-marked and decided to be allotted in favour of the landowners as conceded in the return filed by the RDA and since the requisite development charges payable in respect of the said extent of property (51,000 sq.ft.) has already been realized by the RDA from the compensation payable to the landowners and further since there was an interim direction granted by the High Court of Madhya Pradesh during the pendency of the proceedings from issuing any lease deed / conveyance in favour of the private respondents (which was nor properly given effect to by the RDA) and above all, since the eligibility to get the said plots has been declared in crystal-clear terms by the learned Single Judge in 'paragraph 29' of the Judgment in the writ petition, it stands unchallenged and has become final. The direction to allot the ear-marked plots to the writ petitioners / landowners was spared by the learned Single Judge, extending leniency to the private Respondents No. 3 to 20, only by virtue of the lapse of nearly 22 years. But for the said concession to the private respondents, the writ petitioners / landowners would have obtained the plots under the 'Shailendra Nagar Scheme No.27' itself, by virtue of the finding rendered by the learned Single Judge. In other words, the eligibility of the writ petitioners / landowners to get the plots under the said Scheme stands declared and it was only by virtue of the concession and leniency shown to the private

Respondents, that such a direction was not given, taking a pragmatic view, granting liberty to the RDA to allot building plots / sites of the same size and value to the landowners. By virtue of the said finding, declaration and direction, it was obligatory for the RDA to have given effect to the said verdict by letter and spirit, ensuring that the plots offered were of the same size and value. It is to be noted that, since the value of the property would get accreted / increased by the passage of time, the writ petitioners / landowners were having every right to have had the benefit flowing there from. In other words, by virtue of the declaration made by the learned Single Judge as to the eligibility of the writ petitioners to have the building plots / sites of the same size and value, as agreed, the value of the property to be offered ought to have been with reference to value of the land under the same Scheme (which came to be given to the Respondents No. 3 to 20) as on the date of the judgment and not with reference to any prior date. The submissions made on behalf of the RDA to the contrary stands repelled.

45. The RDA has effected the calculation and has issued crossed-cheques in favour of the landowners, computing the land value in respect of similar plots of same size only with reference to the value as it existed on a prior date. This Court is of the view that, it is not sufficient to give effect to the unchallenged judgment dated 02.01.2008 in Writ Petition No. 1177 of 1985. The said judgment has to be taken as it is and it cannot be widened, nor can it be reduced in any manner. Because of non-availability of land under the 'Shailendra Nagar Scheme' and since RDA has proceeded to fix equal compensation payable in respect of the plots of same size, a re-computation has to be done by the RDA, fixing the value of the plots originally ear-marked in favour of the writ petitioners/ landowners under the 'Shailendra Nagar Scheme No.27' as on the date of passing of the judgment i.e. as on 02.01.2008 in respect of the total area of 51,000 sq.ft. and after giving credit to the amounts already released, the balance shall be made available to the writ petitioners / landowners, with interest for the relevant period. For fixing the land value as above, it is for the Respondents to get it ascertained through the District Collector, Raipur, also considering the 'minimum value' fixed for registration of conveyances in the area for realisation of stamp duty as on that date, in terms of the relevant Rules. This exercise shall be done by the 1st Respondent, through the District Collector of Raipur and a speaking order, fixing the land value as on the date of judgment i.e. 02.01.2008, shall be intimated to the RDA / 2nd Respondent in the present writ petition i.e. WPC No. 1308 of 2018 within 'two months' from the date of receipt of a copy of this judgment. On fixing the land value as above, the RDA shall re-compute the compensation payable in respect of the total extent of 51,000 sq.ft. i.e. area of total lands which were to be allotted to the landowners and the same shall be disbursed to the individual landowners with interest for the relevant period, after giving credit to the amount already disbursed. This shall be done as expeditiously as possible, at any rate within 'one month' thereafter.

46. Considering the ordeal faced by the landowners / writ petitioners who have

been pursuing various steps and proceedings to get their rights established from 1985 onwards, the huge expenses incurred by them under different heads, the arbitrary act on the part of the RDA in turning their back against the promise in allotting the ear-marked plots to the petitioners, while giving to the strangers / Respondents No.3 to 20 that too, virtually in violation of the interim order passed by the High Court of Madhya Pradesh which was continuing during pendency of proceedings before this Court, we are of the view that each of the petitioners is entitled to get 'compensation' as prayed for in prayer No. 'E' in Writ Petition No.1308 of 2018. We fix it as Rs.1,00,000/- (one lac) per petitioner. The said amount shall also be disbursed by the RDA along with the balance amount to be paid to them, as ordered above, within the time frame already fixed by this Court

47. In the result, MA No. 61 of 2013, challenging the order dated 15.07.2013 passed by the learned Single Judge holding the contemnors guilty of the offence of contempt stands set aside and the Appeal is allowed. Writ Petition No.1308 of 2018 stands allowed to the above limited extent, moulding the relief payable, taking the judgment dated 02.01.2008 passed by the learned Single Judge in Writ Petition No.1177 of 1985 as the basis, as it has become final.

48. No separate order as to cost(s).