
(2013) 04 CHH CK 0008

In the Chhattisgarh High Court

Case No : Writ Petition No's. (C) 5589, 6176, 6658 of 2008

Narhari Tripathi and Others

APPELLANT

Vs

State of Chhattisgarh and Others

RESPONDENT

Date of Decision : 08-04-2013

Acts Referred:

Citation : AIR 2013 Chh 91 : (2013) 2 CG.L.R.W. 80 : (2013) 2 CGBCLJ 296

Hon'ble Judges : Satish K. Agnihotri, J

Bench : Division Bench

Advocate : Rajeev Shrivastava with Malay Shrivastava and V.V.S. Moorthy, Deputy A.G. with Manish Nigam, for the Appellant; H.B. Agrawal with Pankaj Agrawal and Smt. Meera Jaiswal, Gautam Bhaduri, for the Respondent

Final Decision : Allowed

Judgement

Satish K. Agnihotri, J.—Since common facts and question of law are involved in these petitions viz. W.P. (C) No. 5589 of 2008, 6176 of 2008 and W.P. (C) 6658 of 2008, thus, these petitions are being considered and disposed of by this common order. In these petitions, the petitioners seek a direction to the concerned officers to register the lease-cum-sale deed executed between the respondent No. 7, Bhilai Steel Plant (for short "the BSP") in favour of the respective petitioners and also a direction to the respondent Nos. 1 to 4/State not to demand stamp duty, lease rent and premium on the houses in which the petitioners are residing as owners of the same.

2. Case of the petitioners are that the petitioners were the employees of the respondent/BSP. The respondent/BSP launched a scheme namely Amdi Housing Scheme with the financial assistance of Housing and Urban Development Corporation (for short "the HUDCO"). In pursuance of the said scheme, 2000 houses were constructed involving a total expenditure of Rs. 6.39 crores including contribution made by the employees also. After construction of the houses, the same were allotted to the employees in terms of the scheme. The sale-deed was executed for conveying a right, title and interest in favour of the

allottees for a period of 99 years on payment of premium, annual ground rent. It was provided under the scheme that the houses could be transferred after a period of five years. The allotment was on the basis of hire-purchase agreement. The dispute arose when the BSP was not willing to execute the lease-deed in favour of the members of the society i.e. the petitioners. Being aggrieved, the Amdi (HUDCO) Kalyan Evam Vikas Samiti preferred a writ petition being W.P. No. 2585/2002. In the said petition, it was contended that initially, 25 lease agreements entered into between the management of the BSP and the employees, were registered by the Sub Registrar, Durg, but thereafter, when some of the allottee employees submitted lease agreements for registration, the Sub Registrar refused to register the lease agreement stating that he had verbal direction from the Collector, Durg, not to register the lease agreement in respect of Amdi Housing Society. This Court, by order dated 21-12-2005 (Annexure P/13 to W.P. (C) No. 5589/2008), having considered all the aspects of the matter, held as under:--

4.....The State Government of Madhya Pradesh having acquired the land for the Govt. of India/and/or Bhilai Steel Plant and having handed over physical possession of the land in favour of the Govt. of India/and/or the Management of the Bhilai Steel Plant in 1950s cease to have the ownership rights over such land. It may be that with regard to the land granted by the State Government free of cost, perhaps it might have imposed conditions with regard to the use of the land but, nothing is produced before the Court to show that the terms and conditions to which the grant was made, free of cost by the State Government of Madhya Pradesh in favour of the Govt. of India/and or Management of the Bhilai Steel Plant have been violated. Furthermore, it needs to be noticed that the land was allotted for construction of the houses as far back as in the year 1982 under the nose of the Government, the undivided State Government of Madhya Pradesh, but, they had not taken any action to annul the grant on the ground of breach of the terms and conditions of the grant. The State Government without cancelling the grant made in favour of the Govt. of India/and or Management of the Bhilai Steel Plant cannot oppose the construction of houses. In conclusion, I should say that the impugned directive issued by the District Collector and subsequently satisfied by the State Government and its authorities is required to be condemned as arbitrary and irrational and without the authority of law. The writ petition is, therefore, allowed. The direction shall issue to the third respondent to register instruments of lease-cum-sale, in accordance with law.

3. One of the respondents in the said petition was the Sub Registrar, Durg. Thereafter, a contempt petition being Contempt Petition No. 21/2006 was filed which was dismissed as withdrawn on 7-7-2006, on the ground that the authorities have agreed to implement the order dated 21-12-2005. An appeal was also preferred by the State Government against the order dated 21-12-2005, in W.A. No. 130/2007, which was also dismissed as withdrawn on 20-6-2008. Thus, the order passed by the learned single Judge in W.P. No. 2585/2002 attained finality and there is no reason to decline to register the

lease-cum-sale-deed between the BSP management and the allottees. The petitioners herein, are seeking the same relief in this petition also.

4. Shri Shrivastava, learned counsel appearing for the petitioner submits that the petitioners have received a revenue notice for grant of permanent lease. When the petitioners approached the Naib Tahsildar, Bhilai-3, pursuant to the notice, a fresh lease-deed in favour of the petitioners were issued by the respondents/ State and directed the petitioners to get it registered by making payment of stamp duty on the same. It was further directed that the petitioners are required to pay premium and annual lease rent afresh as the land in question was subsequently transferred to the State Government.

5. This Court has found the transfer of the land to the BSP as absolute in its order dated 21-12-2005 passed in W.P. No. 2585/2002. The matter in respect of the transfer of the land by the State Government to BSP, came into consideration before the Supreme Court in Steel Authority of India Ltd. Vs. State of M.P. and Others, , in respect of the same land involved in this case also. The Supreme Court held as under:--

29. Thus, it is clear from the above clauses of the deeds of assignment that while transferring the land to the Company rights, liberties, privileges etc to the said land were also transferred. Therefore, the privileges of or right to exemption accrued to the Central Government not to pay land revenue to the State Government u/s 58 of the Code would also be available to the appellant-Company, as a successor-in-interest to the Central Government

6. In view of the above, the order passed by this Court in W.P. No. 2585/2002 has attained finality on account of withdrawal of the Writ Appeal by the respondents and subsequently, by the order passed Supreme Court in Steel Authority of India Ltd. (supra). The BSP had a right and title over the land in dispute which was allotted to the allottees on lease as aforesaid, after construction of the houses. The Allottees are already in possession of the same. This Court has already directed the Sub Registrar to register the instrument of lease-cum-sale-deed in accordance with law.

7. Accordingly, it is directed that all the respondents, especially the respondent-Sub Registrar, Registry Office, Durg, will register the instrument of lease-cum-sale-deed between the BSP and allottees in accordance with law. Registration of the subsequent lease-cum-sale-deed between the State and the allottees shall be considered after registration of the first lease-deed between the BSP and the allottees. The needful may be done as expeditiously as possible. Resultantly, the writ petition is allowed to the above extent. No order as to costs.