

(2025) 04 SHI CK 1107
In the High Court Of Himachal Pradesh
Case No : CWP No.237 Of 2019

Shalughat Bisthapit Kalyan Samiti

APPELLANT

Vs

State Of Himachal Pradesh And Others

RESPONDENT

Date of Decision : 03-04-2025

Acts Referred:

Motor Vehicle Act, 1988 — Section 163A, 163A(3)

Citation : (2025) 04 SHI CK 1107

Hon'ble Judges : Satyen Vaidya, J

Bench : Single Bench

Advocate : Vivek Negi, Bhupender Singh Kanwar, Arvind Sharma

Final Decision : Disposed Of

Judgement

Sandeep Sharma, J.

1. Petitioner, namely, the Shalughat Bisthapit Kalyan Samiti, claiming to be a Committee constituted for the redressal of grievances of local residents has approached this court in the instant proceedings, through its President, Subhash Chand, praying therein for following main reliefs:

(a) "That the respondents may kindly be directed to grant same rate of the land which has been granted in favour of land owners of village Baga i.e. Rs.5 Lakh per Bigha irrespective of classification of the land with other statutory benefits and further fulfill all the terms & conditions as per the agreement signed on 27.07.2009 (Annexure P-1).

(b) That the respondents may kindly be directed to implement the Rehabilitation & Resettlement policy framed by the Government of Himachal Pradesh in the year 2004 as well as amended from time to time and all the villagers of village Dhar-Tatoh may kindly be included as their land has also been taken by Respondent No.4.

(c) That the respondents may kindly be directed to fulfill all the terms &

conditions written in the agreement dated 27.07.2009, immediately, so that the poor land owners may be benefited with all the facilities.”

2. For having bird's eye view of the matter, facts relevant for the adjudication of the case are that in the year 2005, cement plant was established by company namely Jaiprakash Associates (now Ultra-tech Cement Limited). Though land was acquired for construction of aforesaid cement plant by the State of Himachal Pradesh for respondent No.4 but for the construction of residential colony, aforesaid cement company, itself purchased land from the residents of Village Dhar Tatoh, District Bilaspur. Aforesaid company entered into an agreement with the residents (Annexure P-1), thereby agreeing that they shall be given same rate of land, which has been given to the land owners in Village Baga, whose land was acquired for construction of the plant. Vide agreement dated 27.7.2009, it was agreed inter se land owners of Village Dhar Tatoh, including the petitioners, that they shall be given similar benefits under Rehabilitation and Resettlement Scheme, as have been agreed to be given to the land owners in Village Baga, which is at a distance of 1 km from Dhar Tatoh. As per agreed terms, land owners of Village Dhar Tatoh came to be awarded compensation qua their land at the rate of Rs.4.25 Lakh per Bigha for Bila Mukht and Rs.1.25 Lakh per Bigha for Majrua land. Besides agreeing to provide basic facilities under Rehabilitation and Resettlement Scheme, it was further agreed by Jaiprakash Associates that one person from each affected family shall be provided job.

3. After execution of aforesaid agreement, respondent No.4 acquired cement plant of Jaiprakash Associates at Village Baga. Vide letter dated 21. 6.2017, Director of Industries, Himachal Pradesh conveyed approval of the Government for transfer of cement and clinkerisation manufacturing plants of M/s Jaiprakash Associate Limited situated in Himachal Pradesh (alongwith all moveable and immoveable assets and liabilities) declared or undeclared and ancillary thereto) to M/s Ultra Tech Cement Limited, strictly as per Scheme of Arrangement approved by National Company Law Tribunal Bench Allahabad and Mumbai and as per Tripartite Agreement dated 29.6.2017, between Government of Himachal Pradesh, Jaiprakash Associates Limited and M/s Ultra Tech Cement Limited (respondent No.4) (Annexure R-4/2 and Annexure R-4/3). Pursuant to aforesaid development, mining lease was transferred in favour of M/s Ultra Tech Cement Limited. Principal Chief Conservator of Forests, Himachal Pradesh, wrote a letter to Ministry of Environment, Forest and Climate Change on 6.7.2007, for change in the name of user agency and diversion of forest land for mining lease from Jaiprakash Associates Limited to M/s Ultra Tech Cement Limited (Unit Baga Cement Works). Ministry of Environment, Forest and Climate Change vide letter dated 28.7.2017 conveyed its approval. In the afore background, cement plant at Baga came to be taken over by present respondent no.4.

4. Land in Village Baga was acquired by the State Government for establishment of plant for Rs.2.30 Lakh per Bigha for cultivated land and Rs.40,000/- per Bigha for uncultivated land, whereas, through private negotiations, land owner of

Village Dhar Tatoh, were paid Rs.4.25 Lakh per Bigha for cultivated land and Rs.1.25 Lakh per Bigha for uncultivated land. Land owners of Village Baga being dissatisfied with amount awarded by Land Acquisition Collector, filed reference petition under S.18 of the Land Acquisition Act, 1894, where award passed by Land Acquisition Collector came to be enhanced from Rs.2.30 Lakh per Bigha for cultivated land and Rs.40,000/- per Bigha for uncultivated land to Rs. 5.00 Lakh per Bigha, for all land, irrespective of its classification.

5. Apart from above, statutory benefits also came to be provided to the land owners of Village Baga by the learned District Judge, while disposing of reference petitions filed under S.18 of the Act (Annexure P-2). In the afore background, petitioners, who are residents of Village Dhar Tatoh, approached respondent Nno.4 for payment of compensation qua their land, purchased for the purpose of residential colony at Village Dhar Tatoh to bring them at par with amount awarded by learned District Judge, Solan in reference petition filed by land owners of Village Baga. Besides above, petitioners also claimed similar benefits under Rehabilitation and Resettlement Scheme, as were agreed to be provided to the land owners of Village Baga. Since despite repeated requests, respondent No.4, which had stepped into the shoes of the original allottee, Jaiprakash Associates failed to take any action, petitioners were compelled to approach this court in the instant proceedings, praying therein for the reliefs, as have been reproduced herein above.

6. Grouse of the petitioners, as has been highlighted in the petition and further canvassed by Mr. Virender Thakur, Advocate is that in terms of agreement signed between Jaiprakash Associates and land owners of Village Dhar Tatoh, they were to be given rates qua their land as given to residents of Village Baga. While making this Court peruse agreement dated 27.7.2009, arrived inter se predecessor-in-interest of private respondent and Jaiprakash Associates and land owners of Village Dhar Tatoh, Mr. Thakur vehemently argued that at the time of acquisition of land of the petitioners through private negotiations, they were assured that the amount likely to be awarded to residents of Village Baga for their land acquired for construction of cement plant, shall also be given to the residents of Village Dhar Tatoh, which is at a distance of 1 km from Baga. Mr. Thakur admitted that learned District Judge in reference petition(s) filed under S.18 of the Act, filed by land owners of Baga has awarded Rs.5.00 Lakh per Bigha irrespective of classification of land owner of Baga. However, through private negotiations petitioners herein have been only awarded Rs.4.25 Lakh per Bigha for cultivated land and Rs. 1.25 Lakh per Bigha for uncultivated land. He further submitted that though in terms of agreement, land owners of Dhar Tatoh were to be given similar benefits as have been given to land owners of Baga under Rehabilitation and Resettlement Scheme, but no facility, otherwise agreed to be extended, was given to them, as a result thereof petitioners, who are land owners in Village Dhar Tatoh, have been cheated. He submitted that since at the time of execution of agreement dated 27.7.2009, an assurance was given to the petitioner and other land owners of Dhar Tatoh, that they shall be given

compensation equivalent to residents of Village Baga, directions are required to be issued to respondent No.4 to implement agreement dated 27.7.2009. In support of his contention, Mr. Thakur placed reliance upon judgment passed by a Co-ordinate Bench of this Court in Himachal Pradesh Power Corporation Ltd. v. Sat Dev Singh and another, LPA No. 64 of 2019, decided on 2.1.2020.

7. In addition to aforesaid submissions, Mr.Thakur also submitted written submissions, which on their perusal clearly suggest that same is nothing but repetition of pleadings adduced on record by petitioners as well as submissions made on behalf of the petitioners, as recorded herein above.

8. Per contra, Mr. Romesh Verma, learned senior counsel duly assisted by Mr. Digvijay Singh, Advocate, appearing for respondent No.4, vehemently argued that since agreement containing terms and conditions of private negotiations was signed between land owners of Village Dhar Tatoh and Jaiprakash Associates, cause of action, if any, is against said firm and present respondent No.4 has been dragged into litigation unnecessarily. He submitted that otherwise Jaiprakash Associates being a necessary party has not been impleaded as a party, in whose absence, no effective order can be passed by this Court. While referring to agreement dated 27.7.2009,, Mr. Verma, learned senior counsel strenuously argued that as per agreed terms and conditions, sum of Rs.4.25 Lakh per Bigha for cultivated land and Rs.1.25 Lakh per Bigha for uncultivated land already stands paid to the petitioners. He submitted that besides above, all facilities as per agreed terms like Hospitals, schools etc. have been provided in Village Dhar Tatoh. He submitted that land owners of Village Dhar Tatoh cannot claim parity with the land owners of Village Baga because, land of the land owners of Baga was acquired through compulsory acquisition proceedings under Land Acquisition Act, 1894, whereas, in Village Dhar Tatoh, land owners willfully entered into agreement with Jaiprakash Associates Limited, which on mutually agreed rates, purchased their land for construction of colony. He further submitted that otherwise also, petitioners herein were aware that their land was acquired on higher rate in comparison to rates given by Land Acquisition Collector qua the land of the land owners of Baga, which subsequently came to be enhanced by learned District Judge, Solan, exercising power under S.18 of the Act. He submitted that though agreement alleged to have been not complied with stands duly implemented but even otherwise, implementation thereof cannot be sought in the instant proceedings filed under Art. 226 of the Constitution of India.

9. Lastly, Mr. Verma submitted that otherwise also, on the ground of delay and laches, writ petition filed by the petitioners deserves to be dismissed. He submitted that the petition has been filed after an inordinate delay of nineteen years, which itself is a sufficient ground to dismiss the writ petition. He submitted that cause of action arose allegedly in 2010, when said factum came into their notice with regard to facilities and again in the year 2019, when sale consideration was received by the petitioners unconditionally. He submitted that otherwise also, careful perusal of Clauses 2.2.2 and 2.2.3 of the agreement

clearly suggests that before filing instant petition, petitioners ought to have approached Deputy Commissioner for redressal of their grievance. While referring to judgment in Sat Dev Singh supra, pressed into service by the petitioners, Mr. Verma submitted that no written assurance was given to the land owners of Dhar Tatoh, that negotiated rates shall be enhanced in future whereas, in Sat Dev Singh (supra) a written assurance was given. In support of his contention, Mr. Verma placed reliance upon certain judgments, which shall be noted hereinafter.

10. Mr. Anup Rattan, learned Additional Advocate General, while adopting submissions made by learned senior counsel for respondent No.4, submitted that since land of the petitioners was not acquired under Land Acquisition Act, rather was purchased in private negotiations inter se petitioners and Jaiprakash Associates Limited, no role was ever played by the respondent State, except registration of sale deed and permission granted under Himachal Pradesh Land Reforms and Tenancy Act.

11. Having heard learned counsel for the parties and perused the material available on record, this court finds that at the first instance, permission was granted to Jaiprakash Associates Limited for construction of cement factory at Village Baga, which came to be set up in the year 2010. However, at the stage of acquisition and grant of permission under various statutes, factory at Baga set up by Jaiprakash Associates Limited, came to be taken over by respondent No.4 i.e. M/s Ultra Tech Cement Limited. Perusal of reply filed by respondent No.4 itself suggests that as per scheme of amalgamation framed by National Company Law Board, Allahabad and Mumbai Benches, factory earlier owned by Jaiprakash Associates Limited was taken over by M/s Ultra Tech Cement Limited alongwith all moveable and immoveable assets and liabilities, declared or undeclared.

12. Pursuant to aforesaid amalgamation, mining lease was transferred in favour of M/s Ultra Tech Cement Limited and thereafter all necessary statutory permissions were granted in favour of M/s Ultra Tech Cement Limited including environment clearance granted by Ministry of Environment, Forest and Climate Change. However, agreement, which is otherwise bone of contention in the case at hand, dated 27.7.2009, was entered into inter se land owners of Village Dhar Tatoh and Jaiprakash Associates Limited, wherein the then acquiring company i.e. Jaiprakash Associates Limited had agreed to purchase cultivated land of the land owners of Village Dhar Tatoh for Rs.4.25 Lakh per Bigha and uncultivated land for Rs.1.25 Lakh per Bigha, for construction of residential colony. It also came to be agreed inter se land owners of Village Dhar Tatoh and Jaiprakash Associates Limited that benefits otherwise agreed to be provided to land owners of Village Baga where ultimately cement factory came to be set up, in terms of Rehabilitation and Resettlement Scheme, shall also be provided to the residents of Dhar Tatoh, whose land was otherwise purchased through private negotiations for construction of residential colony.

13. Though, having taken note of scheme of amalgamation approved by National

Company Law Board, this court is not persuaded to agree with Mr. Romesh Verma, learned senior counsel for respondent No.4 that M/s Ultra Tech Cement Limited has no obligation to honour the commitment given by Jaiprakash Associates Limited, especially with regard to facilities agreed to be provided under Rehabilitation and Resettlement Scheme, however, after having perused the agreement dated 27.7.2009, this Court is persuaded to agree with Mr. Romesh Verma, learned senior counsel representing respondent No.4 that at no point of time, it was agreed to by predecessor-in-interest of respondent No.4 that the land owners of Dhar Tatoh shall also be paid similar compensation as has been paid to land owners of Village Baga. It was agreed that they shall be also given compensation qua their land, as has been given to residents of Village Baga for setting up cement factory. At this stage, it would be apt to take note of clauses 2 to 4 of the agreement (Annexure P-1), which read as under:

14. A careful perusal of Clause (2) reveals that vide aforesaid agreement, it was agreed inter se parties that similar benefits under Rehabilitation and Resettlement Scheme, as have been agreed to be provided to the land owners of Village Baga, shall also be provided to the land owners of Dhar Tatoh. Vide clause (3) of agreement Jaiprakash Associates Limited also agreed to pay Rs.4.25 Lakh per Bigha for cultivated land and Rs.1.25 Lakh for uncultivated land to land owners of Dhar Tatoh, qua their land, acquired for construction of residential colony. There is nothing on record to suggest that by way of aforesaid agreement, Jaiprakash Associates Limited ever undertook to extend similar rate for land to the land owners of Village Dhar Tatoh, as were given to land owners in Baga, rather, their land was straightway purchased for the rates as detailed herein above.

15. Had, Jaiprakash Associates Limited agreed to pay the rates as were given to land owners of Village Baga, there was otherwise no occasion to mention /write a specific amount, otherwise agreed to be paid by Jaiprakash Associates Limited for the land in Village Dhar Tatoh, which came to be acquired for construction of residential colony.

16. Interestingly, in the case at hand, land in Village Dhar Tatoh was purchased for Rs.4.25 Lakh and Rs.1.25 Lakh per Bigha, as per classification given above by way of sale deed, whereas, at the first instance, residents of Village Baga were only paid Rs.2.30 Lakh and Rs.40,000/- per Bigha for aforesaid classification of lands by Land Acquisition Collector, meaning therein, at no point of time, amount which came to be given to residents of Village Dhar Tatoh was agreed to be paid by respondent No.4 rather, land of land owners in Baga was acquired on lower rates than the rates given for land of petitioners, but subsequently, learned District Judge, in reference petitions filed under S.18 of the Act, enhanced the compensation to Rs.5.00 Lakh per

17. Since, land of petitioners never came to be acquired by way of acquisition under Land Acquisition Act, they otherwise cannot claim any parity with the land owners of Village Baga, whose land was acquired by resorting to provisions

contained under Land Acquisition Act.

18. Judgment passed by a Division Bench of this court in *Sat Dev Singh supra*, is not applicable in the present facts, since in that case, a written assurance was given to the land owners that in case negotiated rates are enhanced in future, then same will be paid to them, after acquisition of land purchased by Himachal Pradesh Power Corporation Limited. However, in the instant case, no such assurance came to be given by Jaiprakash Associates Limited or its successor i.e. M/s Ultra Tech Cement Limited.

19. Though, Mr. Thakur, learned counsel for the petitioner repeatedly argued that contents of the agreement in question reveal that an undertaking was given to the petitioners and other land owners of Dhar Tathoh that they shall be given the rates for their land, at par with the rates given to land owners in Baga under Land Acquisition Act, but having perused the agreement in its entirety, relevant clauses whereof have been extracted above this court is not persuaded to agree with Mr. Verma. By way of aforesaid agreement, Jaiprakash Associates Limited, at first instance offered higher rates to the land owners in Dhar Tathoh for their land. However, even if it is assumed for the sake of arguments that by way of agreement, Jaiprakash Associates Limited had undertaken to pay higher rates to land owners in Dhar Tathoh, to bring them at par with land owners in Baga, dispute with regard to non-payment of higher rates, in terms of an agreement, cannot be resolved in the instant proceedings filed under Art. 226 of the Constitution of India.

20. Reliance has been placed by Mr. Verma, learned senior counsel on the following judgments to plead that enforcement of an agreement cannot be sought in proceedings filed under Art. 226 of the Constitution of India. placed upon judgments detailed herein below:

21. In *Radhakrishna Agarwal v. State of Bihar*, (1977) 3 SCC 457, Hon'ble Apex Court has observed as under:

"11. In the cases before us the contracts do not contain any statutory terms or obligations and no statutory power or obligation which could attract the application of Article 14 of the Constitution is involved here. Even in cases where the question is of choice or consideration of competing claims before an entry into the field of contract facts have to be investigated and found before the question of a violation of Article 14 could arise. If those facts are disputed and require assessment of evidence the correctness of which can only be tested satisfactorily by taking detailed evidence, involving examination and cross-examination of witnesses, the case could not be conveniently or satisfactorily decided in proceedings under Article 226 of the Constitution. Such proceedings are summary proceedings reserved for extraordinary cases where the exceptional and what are described as, perhaps not quite accurately, "prerogative" powers of the Court are invoked. We are certain that the cases before us are not such in which powers under Article 226 of the Constitution

could be invoked.”

22. Hon'ble Apex Court in *Divl. Forest Officer v. Bishwanath Tea Co. Ltd.*, (1981) 3 SCC 238, held as under:

“9. Ordinarily, where a breach of contract is complained of, a party complaining of such breach may sue for specific performance of the contract, if contract is capable of being specifically performed, or the party may sue for damages. Such a suit would ordinarily be cognizable by the civil court. The High Court in its extraordinary jurisdiction would not entertain a petition either for specific performance of contract or for recovering damages. A right to relief flowing from a contract has to be claimed in a civil court where a suit for specific performance of contract or for damages could be filed. This is so well-settled that no authority is needed. However, we may refer to a recent decision bearing on the subject. In *Har Shankar v. Deputy Excise & Taxation Commissioner* [(1975) 1 SCC 737 : AIR 1975 SC 1121 : (1975) 3 SCR 254] the petitioners offered their bids in the auctions held for granting licences for the sale of liquor. Subsequently, the petitioners moved to invalidate the auctions challenging the power of the Financial Commissioner to grant liquor licences. Rejecting this contention, Chandrachud, J. (as he then was), speaking for the Constitution Bench at p. 263 observed as under: (SCC p. 746, para 16).

Those who contract with open eyes must accept the burdens of the contract along with its benefits. The powers of the Financial Commissioner to grant liquor licences by auction and to collect licence fees through the medium of auctions cannot by writ petitions be questioned by those who, had their venture succeeded, would have relied upon those very powers to found a legal claim. Reciprocal rights and obligations arising out of contract do not depend for their enforceability upon whether a contracting party finds it prudent to abide by the terms of the contract. By such a test no contract could ever have a binding force.

Again at p. 265 there is a pertinent observation which may be extracted:

(SCC p.747, para 21)

“Analysing the situation here, a concluded contract must be held to have come into existence between the parties. The appellants have displayed ingenuity in their search for invalidating circumstances but a writ petition is not an appropriate remedy for impeaching contractual obligations.

This apart, it also appears that in a later decision, the Assam High Court itself took an exactly opposite view in almost identical circumstances. In *Woodcrafts Assam v. Chief Conservator of Forests* [AIR 1971 Ass 92 : LR 1970 Ass 183] a writ petition was filed challenging the revision of rates of royalty for two different periods. Rejecting this petition as not maintainable, a Division Bench of the High Court held that the complaint of the petitioner is that there is violation of his rights under the contract and that such violation of contractual obligation cannot be remedied by a writ petition. That exactly is the position in the case before us.

Therefore, the High Court was in error in entertaining the writ petition and it should have been dismissed at the threshold."

23. Hon'ble Apex Court in Kerala SEB v. Kurien E. Kalathil, (2000) 6 SCC 293, held as under:

"11. A statute may expressly or impliedly confer power on a statutory body to enter into contracts in order to enable it to discharge its functions. Dispute arising out of the terms of such contracts or alleged breaches have to be settled by the ordinary principles of law of contract. The fact that one of the parties to the agreement is a statutory or public body will not by itself affect the principles to be applied. The disputes about the meaning of a covenant in a contract or its enforceability have to be determined according to the usual principles of the Contract Act. Every act of a statutory body need not necessarily involve an exercise of statutory power. Statutory bodies, like private parties, have power to contract or deal with property. Such activities may not raise any issue of public law. In the present case, it has not been shown how the contract is statutory. The contract between the parties is in the realm of private law. It is not a statutory contract. The disputes relating to interpretation of the terms and conditions of such a contract could not have been agitated in a petition under Article 226 of the Constitution of India. That is a matter for adjudication by a civil court or in arbitration if provided for in the contract. Whether any amount is due and if so, how much and refusal of the appellant to pay it is justified or not, are not the matters which could have been agitated and decided in a writ petition. The contractor should have relegated to other remedies."

24. In National Highways Authority of India v. Ganga Enterprises, (2003) 7 SCC 410, Hon'ble Apex Court held as under:

"6. The respondent then filed a writ petition in the High Court for refund of the amount. On the pleadings before it, the High Court raised two questions viz.: (a) whether the forfeiture of security deposit is without authority of law and without any binding contract between the parties and also contrary to Section 5 of the Contract Act; and (b) whether the writ petition is maintainable in a claim arising out of a breach of contract. Question (b) should have been first answered as it would go to the root of the matter. The High Court instead considered Question (a) and then chose not to answer Question (b). In our view, the answer to Question (b) is clear. It is settled law that disputes relating to contracts cannot be agitated under Article 226 of the Constitution of India. It has been so held in the cases of Kerala SEB v. Kurien E. Kalathil [(2000) 6 SCC 293] , State of U.P. v. Bridge & Roof Co. (India) Ltd. [(1996) 6 SCC 22] and Bareilly Development Authority v. Ajai Pal Singh [(1989) 2 SCC 116] . This is settled law. The dispute in this case was regarding the terms of offer. They were thus contractual disputes in respect of which a writ court was not the proper forum. Mr Dave, however, relied upon the cases of Verigamto Naveen v. Govt. of A.P. [(2001) 8 SCC 344] and Harminder Singh Arora v. Union of India [(1986) 3 SCC 247] . These, however, are cases where the writ court was enforcing a statutory right or duty.

These cases do not lay down that a writ court can interfere in a matter of contract only. Thus on the ground of maintainability the petition should have been dismissed.”

25. From the aforesaid exposition of law it is quite evident that disputes relating to contracts cannot be agitated under Article 226 of the Constitution of India. If facts are disputed and require assessment of evidence, the correctness of which can only be tested satisfactorily by taking detailed evidence, involving examination and cross-examination of witnesses, the case could not be conveniently or satisfactorily decided in proceedings under Article 226 of the Constitution. Such a suit would ordinarily be cognizable by the civil court. The High Court in its extraordinary jurisdiction would not entertain a petition either for specific performance of contract or for recovering damages. Similarly, in the case at hand, learned counsel representing respondent no.4, submitted that since the dispute interse parties is born out of a contract, matter must be adjudicated by a civil court or in arbitration, if provided for in the contract

26. In *Banchhanidhi Rath v. The State of Orissa and Ors.* (1972) 4 SCC 781 Hon'ble Apex Court has held as under:

“If a right is claimed in terms of a contract such a right cannot be enforced in a writ petition.”

27. A Constitution Bench of Hon'ble Apex Court in *Har Shankar and Ors. vs. The Dy. Excise and Taxation Commr. and Ors.*(1975) 1 SCC737 has held as under:

“The appellants have displayed ingenuity in their search for invalidating circumstances but a writ petition is not an appropriate remedy for impeaching contractual obligations.”

28. Similarly, law laid down in a judgment passed by another Co-ordinate Bench of this Court in *M/s Jaiprakash Associates Limited v. Smt. Mahanti Devi and others*, RFA No. 178 of 2013 (alongwith Cross-objections No. 65 of 2014), decided on 18th May, 2022, is not applicable to the facts of present case. In that case, amount to land owners was paid pursuant to acquisition of their land under Land Acquisition Act and there was no question with regard to any undertaking given by the beneficiary of acquisition to private land owners from whom some land was purchased by way of an agreement, for enhancement, to bring rates at par with the rates awarded in land acquisition proceedings.

29. Though, careful perusal of the reply filed by respondent No.4, reveals that the facilities under Rehabilitation and Resettlement Scheme, which were provided in Baga, like school, Hospital, employment, transportation etc. have also been provided in Dhar Tatoh. Nonetheless, this court is of the view that in case Rehabilitation and Resettlement Scheme has not been implemented in Dhar Tatoh, in its entirety, affected persons can approach the Deputy Commissioner concerned, for implementation of Rehabilitation and Resettlement Scheme.

30. Though, Mr. Thakur, learned counsel for the petitioner placed reliance upon

judgment dated 17.3.2025 passed by a Co-ordinate Bench of this Court in CWP No. 2793 of 2024 titled Raj Kumari & Others v. State of Himachal Pradesh & others, to state that similar relief was given to the land owners in the aforesaid case, but a perusal of the aforesaid judgment shows that in that case an assurance was given to the land owners to pay them enhanced rates. No such assurance has been given in the case at hand, where a specific rate has been mentioned in the agreement and no assurance was given to land owner of Dhar Tatoh, to pay them enhanced rates. Thus, aforesaid judgment has no relevance in the case at hand.

31. Though an objection has been raised on behalf of the respondents that otherwise the claim of the petitioner is barred by delay inasmuch as agreement was entered into between respondent No.4 and the land owners of Dhar Tatoh on 27.7.2009, whereas, present writ petition has been filed in 2019. However, this court is of the view that since the cause of action arose in favour of the land owners of Dhar Tatoh after the rates of compensation qua land of land owners of Baga were enhanced in 2016 and thereafter the writ petition was filed in December, 2018, which was registered in 2019 and as such, it cannot be said that there is any delay on the part of the petitioner, but for the reason that the writ petition itself is not maintainable, on account of reasoning given in paras, supra, said issue need not be gone into.

32. Mr. Rajan Kahol, learned Additional Advocate General, while referring to reply filed by respondent No.4, vehemently argued that though all basic facilities agreed to be provided to land owners in Dhar Tatoh stand provided, but if not members of petitioner Samiti can approach Deputy Commissioner concerned, by way of a detailed representation, who in turn shall decide the same in accordance with law.

In view of the detailed discussion made supra, this Court finds no merit in the petition and the same is dismissed. No order as to costs. All pending applications also stand disposed of.