

(2011) 02 DEL CK 0489
In the Delhi High Court
Case No : L.A. Appeal No. 581 of 2009

Space Era Electronics Pvt. Ltd.	Vs	APPELLANT
Raj Kumar Kalra and Others		RESPONDENT

Date of Decision : 09-02-2011

Acts Referred:

Land Acquisition Act, 1894 — Section 30, 31, 54

Citation : (2011) 02 DEL CK 0489

Hon'ble Judges : Valmiki J Mehta, J

Bench : Single Bench

Advocate : Rakesh Malhotra, for the Appellant; Rajeev Kumar Ra, for the Respondent No. 1 and Ashish Tanwar, for Sanjay Poddar, for the Respondent No. 2, for the Respondent

Final Decision : Dismissed

Judgement

Valmiki J Mehta, J.—The challenge by means of this first appeal u/s 54 of the Land Acquisition Act, 1894 (hereinafter referred to as the "said Act") is to the impugned judgment and decree dated 10.8.2009 whereby the reference under Sections 30-31 of the said Act was decided. The need for reference arose for deciding the apportionment of the compensation between the Appellant/tenant and Respondent No. 1/landlord.

2. The admitted fact is that the Appellant led no evidence in the trial Court with respect to the value of his tenancy or the value of the work done by him in the tenanted premises. In fact, no cross examination of Respondent No. 1/landlord was done. Further, as noted in the impugned judgment and decree, the Appellant got alternative premises under a rehabilitation policy of DMRC. Considering all the facts, the trial Court has granted 10% of the compensation to the Appellant. I do not find any illegality or perversity in the impugned judgment which calls for interference by the Court.

3. Learned Counsel for the Appellant referred to Satyawati G. Mohatta Vs. Union

of India and Others, , a Division Bench decision of this Court, in which it was held in the facts of that case that apportionment should be in the ratio of 75% to the landlord and 25% for the tenant. The learned Counsel for the Appellant relied upon paras 5 and 6 of the judgment and which read as under:

5. Mr. Seth, learned Counsel for the Appellants, said that the land had been let out to one Badam Singh at a monthly rent of Rs. 87.50.00 and that he without their permission inducted sub-tenants who in turn made unauthorised structures. Since they were liable to eviction, it was contended that they were not entitled to any share in the compensation. Mr. Seth said that Badam Singh was a tenant of open space which was outside the purview of the rent control laws as applicable to Delhi and that he could be evicted after termination of tenancy by giving 15 days notice.

6. It is difficult to lay down an exact formula for apportioning the amount of compensation between the landlord and the tenant which would be of any general application. When in arriving at the market value of the land under acquisition an amount of arbitrariness creeps in, any order for apportionment may also appear to be arbitrary. The apportionment of compensation between the landlord and tenant cannot be same in all the cases and it has to be different in different cases relying on the facts of that particular case. Of course, a distinction has to be drawn where a tenant is liable for immediate eviction for some contravention of the tenancy agreement either under the Transfer of Property Act or under the rent control laws and where a tenant is protected under the rent control laws as may be applicable. Considering all the facts in the present case, we find no error in the order of the Collector or the learned Additional District Judge apportioning the amount of compensation between the owners and tenants in the ratio of 75: 25.

In my opinion paras 5 and 6 in fact go in favour of the Respondent No. 1 and against the Appellant because the Division Bench has noted that there is no exact formula of apportionment of compensation between the landlord and a tenant and it all depends on the facts and circumstances of each case as to what should be the apportionment. In the present case, the trial Court has exercised its discretion of granting 10% compensation to the Appellant, and which cannot be interfered with by the Court because the Appellant himself lead no evidence to show the value of his tenancy.

4. In view of the above, I do not find any merit in the appeal which is accordingly dismissed, leaving the parties to bear their own costs.