

(1997) 07 P&H CK 0010

In the Punjab And Haryana At Chandigarh

Case No : Regular First Appeal No. 1871 of 1991

The State of Haryana

APPELLANT

Vs

Suresh Chand and Others

RESPONDENT

Date of Decision : 01-07-1997

Acts Referred:

Evidence Act, 1872 — Section 51A

Land Acquisition Act, 1894 — Section 23

Citation : (1998) 118 PLR 464 : (1998) 1 RCR(Civil) 536

Hon'ble Judges : V.K. Bali, J

Bench : Single Bench

Advocate : H.S. Hooda, A.G. and S.K. Sharma, D.A.G, for the Appellant; O.P. Goyal Sandeep Kumar and Rakesh Sharma, for the Respondent

Judgement

V.K. Bali, J.—In this bunch of appeals, whereas obvious prayer of the claimants in R.F.A. Nos. 1824 of 1990, 1823, 1868, 1869, 1870 of 1991, 33 to 43, 273, 274, 468, 1230 and 1231 of 1995 is to increase the compensation which has already been assessed by the learned Additional District Judge, prayer of the State and Market Committee in R.F.A. Nos. 1869-A, 1870-A, 1871, 1872 and 1874 of 1991, 409 to 426 and 524 of 1995, 393 to 408 and 428 to 430 of 1995, once again obviously, is to uphold the market value that was assessed by the Land Acquisition Collector and consequently set aside the award passed by the Additional District Judge enhancing the market value. All the claim applications were consolidated by the Additional District Judge and disposed of by common order. Learned counsel for the parties suggest this Court as well that all these matters may be disposed of by a common order.

2. Brief facts of the case reveal that an area measuring 88 Kanals 2 Marias was notified for acquisition on July 27, 1987 when notification for the purpose came to be issued u/s 4 of the Land Acquisition Act. The public purpose for acquisition was construction of Sub Divisional Offices and residential houses of the officers at Safidon. After notification, follow up declaration u/s 6 was issued and claimant/

land owners were invited to file their objections with regard to determination of compensation and after due formalities were observed, the Land Acquisition Collector, vide his award dated March 28, 1989, determined market value of the land @ Rs. 80,000/- per acre. Being aggrieved, the claimants filed their applications u/s 18 of the Act seeking reference to be made to the Court for determination of correct market value of their land at the time of acquisition i.e. at the time when notification u/s 4 of the Act was issued. It was, inter alia, pleaded by the claimants that all the relevant factors for determining the market value of the land were not considered by the Land Acquisition Collector. The land was situated within the municipal limits of Safidon town and rate of the land in the vicinity, where the acquired land is situated, was not less than Rs. 700/- per sq. yard. It was also pleaded that the main abadi of Safidon city was at a distance of 100-125 yards from the acquired land and there was a market, cinema and workshops etc. at a distance of 200 yards from the land under acquisition. The acquired land had a potential of being converted into residential and commercial use. On these broad facts, the claimants prayed that the market value of the land be assessed @ Rs. 700/- per sq. yard. Pursuant to the notice issued by the Court, the State entered defence and opposed the cause of the claimants, by pleading that the award given by the Land Acquisition Collector was just and proper and that the land under acquisition was being used for agricultural purpose and had no potential value whatsoever. It was also pleaded that there was no population near the acquired land and there were no houses at all near the acquired land.

From the pleadings of the parties, learned Addl. District Judge, framed the following issues:-

- (1) What was the market value of the land under Acquisition at the time of acquisition? OPP.
- (2) Whether adequate compensation has not been awarded to the petitioners Tarlok Chand and Satish Chand, regarding the tubewell and kotha? OP Tarlok Chand.
- (3) Whether there existed pucca khala in the land in dispute which belongs to petitioners Tarlok Chand and Satish Chand at the time of acquisition and they were not awarded compensation? If so, to what amount they are entitled, to compensation in this regard? OPP.
- (4) Whether there existed 10 Shisham and one Mango trees in the land under acquisition which belonged to petitioners Tarlok Chand and Satish Chand? If so, how much amount they are entitled to as compensation? OP Tarlok Chand and Satish Chand.
- (5) Whether adequate compensation has not been awarded to their petitioner Suresh Chand regarding the tubewell and kotha? OP Suresh Chand.
- (6) Whether there existed pucca khals in the land in dispute which belonged to

the petitioner Suresh Chand at the time of acquisition and he was not awarded compensation, if not to what amount they are entitled to as compensation? OPP.

(7) Whether there existed 10 Shisham and one Mango tree in the land under acquisition which belonged to petitioner Suresh Chand? If so much they are entitled to compensation? OP Suresh Chand.

(7-A) Whether any Aam, Amrood, Anar and papita trees existed in the land under acquisition which belonged to the petitioners Smt. Mehma etc. at the time of acquisition and they were not awarded compensation in this regard? If so, to what amount they are entitled to as compensation? OPP.

(7-B) Whether fully grown up high variety fruit yielding Mango trees existed in the land which belonged to petitioner Smt. Lila Kumari etc. and they were not awarded compensation? If so to what amount what amount they are entitled to as compensation? OPP.

(7-C) Whether the reference-petition titled Lila Kumari and Ors. v. State is time barred? OPR.

(8) Relief."

The resultant trial culminated into an order passed by learned Addl. District Judge dated May 3, 1990 vide which whereas market value of the land of claimants Kusum Goel and Nirmala, which was a part of the acquired land itself, was assessed at Rs. 163/- per sq. yard, the remaining land was assessed @ Rs. 109/- per sq. yard. In addition to the market value, claimants were also held entitled to the amount calculated @ 12% per annum as excess market value for the period from the date of publication of notification u/s 4 till the date of taking possession of the acquired land as also 30% solatium. They were also held entitled to interest @ 9% per annum for the period of one year from the date of taking over possession and for the exceeding period @ 15% till the amount is paid. It is against these orders that the present appeals have been filed by the claimants and the State for the prayers as mentioned in the earlier part of the judgment..

3. As in every such matter, in this case as well the only question is with regard to determination of market value of the acquired land when notification u/s 4 of the Act was issued. Before that exercise is, however, taken in hand, it shall be relevant to determine as to whether the land under acquisition had a potential of being converted into an industrial/commercial/residential use. It is not disputed that the land under acquisition is situated within the, municipal limits of Safidon town as also that there is Rampura road towards North of the acquired land. There is kacha rasta towards the South of the acquired land and towards West-North there" is Rajbah. There is a bus stand across the road from the eastern corner of the acquired land and Alora theatre adjoins the new bus stand. Abadi of city Safidon is at a distance of one or 1-1/4 Kms. and there are few shops adjoining the Alora theatre. These facts which stand either admitted or proved, in

view of this Court are enough to hold, as was held by the learned Addl. District Judge, that even though the land under acquisition did not have any potential of being converted into a commercial use, it certainly had the residential potential value. Mr. Sharma, learned D.A.G., Haryana, during the course of arguments, had to concede that the findings of the learned Additional District Judge that the land under acquisition had a residential potential were based upon valid reasons. He, however, contends that there was no legal, relevant or admissible evidence so as to hold that the market value of the land was the one as has been assessed by the learned Addl. District Judge. Mr. O.P. Goel, learned counsel for the claimants, however, contends that the market value assessed by the learned Addl. District Judge is based upon sale instances which are relevant and in fact while taking into consideration the said sale instances, learned Addl. District Judge has erred in assessing the market value of the land on lower side. In other words, based upon the same very sale instances, as were relied upon by the learned Addl. District Judge, Mr. Goel contends that the market value of the land had to be assessed as was demanded by the claimants. The diametrical opposite stands taken by learned counsel for the parties to necessarily require examination of all sale instances relied upon by the claimants and to find out as to whether the same are admissible and relevant. The sale instances, Ex.P4 to P-11 relied upon by the claimants are tabulated below:-

Ex.	Date of Sale	Area	Price per Sq.Y.	Price	Distance from sold	sq. yard acquired land
P4	24.3.87	30	Sq.Y. 20,000/-	666.65	238"	
P5	24.3.87	20-1/2	Sq.Y. 12,000/-	585.00	230"	
P6	24.3.87	26	Sq.Y. 17,000/-	653.80	245"	
P7	25.3.87	37	Sq.Y. 15,000/-	405.00	220"	
P8	6.8.84	120	Sq.Y. 14,400/-	120.00		Part of acquired land belongs to Nirmal petitioner.
P9	6.8.84	90	Sq.Y. 10,800/-	120.00		Part of acquired land belonging to petitioner Kusum.
P10	6.6.84	120	Sq.Y. 14,400/-			Part of acquired land.
P11	29.11.88	86	Sq.Y. 90,000/-	1046.00	550"	

4. Vide sale deed, Ex.P8 claimant Nirmala had purchased 120 Square yards of land on August 6, 1984 for an amount of Rs. 14,400/-. The rate of land in terms of yards works out to be Rs. 120/- per sq. yard. Vide sale deed Ex.P9 claimant Kusum Goel purchased 90 Sq. yards of land for an amount of Rs. 10,800/-, again at the rate of Rs. 120/- per sq. yard. One Uma Gupta, vide sale deed, Ex.P10 purchased a plot measuring 86 Sq. yards for Rs. 14,400/-. once again @ Rs. 120/- per sq. yards. It may be mentioned here that Smt. Uma Gupta did not file an application u/s 18 but in so far as Nirmala and Kusum Goel are concerned, they had filed applications u/s 18 and the applications disclosed the sale price paid by them. The plots purchased by these two claimants are shown at Nos.6 and 7 abutting the Kacha Rasta in site plan, Ex.P2. Learned Addl. District Judge, while holding that the instances, Ex.P8 and P9 were genuine, held that the market value of the acquired land abutting the Kacha rasta towards South of the acquired land upto the depth of 30 yards was at the rate of Rs. 120/- per Sq. Yards in the year 1984. The learned Addl. District Judge further observed that in order to determine the market value of the chunk of acquired land, other than the plots purchased by claimants Smt. Nirmala and Kusum Goel, keeping in view

sum total of potential value and other circumstances, 38% deduction would be safe criteria for assessing the compensation on the basis of sale instances Ex.P8 to P.10, but insofar as fixing the market value of the acquired land involved in the cases of Nirmala and Kusum Goel was concerned, the same was assessed at the rate of Rs. 163/- per sq. yard by granting 12% increase per year for three years from 1984 to 1987. Calculating in the manner aforesaid, the market value of the land of the claimants, other than Nirmala and Kusum Goel was determined @ Rs. 109/- per sq. yard.

5. A discussion made by the learned Addl. District Judge further reveals that no reliance was placed upon sale instances Ex.P4 to P7 and Ex.P11. Sale instance, Ex.P11 was naturally not relied upon by learned counsel for the parties either before the Addl. District Judge or before this Court as the same is of after more than a year when notification u/s 4 was issued. Likewise, no reliance was placed upon sale instance, Ex.P4 to P7 either before the learned Addl. District Judge or before this Court. It appears, that these sale instances are of very small piece of land i.e. ranging between 20 sq. yards to 37 sq. yards. That leaves the court only with sale instances Ex.P8 to P10 which are of the same day i.e. August 6, 1984. The land sold vide sale instances is 120,90 and 120 sq. yard for the same price i.e. @ 120/- per sq. yard. The vendor of the sale instances Ex.P8 and P9 is Ishwar Chand son of Fateh Chand whereas vendor of sale instance Ex.P10 is Ramesh Chander son of Hukam Chand son of Fateh Chand. In other words, land subject matter of sale in all these sale instances belonged to the same family. It is interesting to note that in all the sale deeds a very small amount was paid by way of advance whereas substantial amount of sale consideration was to be paid before the Sub Registrar. Ex.P8 was for a total consideration of Rs. 14,400/-, out of which Rs. 2400/- were paid at the time of execution of agreement and remaining amount of Rs. 12,000/- was to be paid before the Sub Registrar at the time of registration of sale deed. Exactly same is the position with regard to sale, Ex.P10. Sale, Ex.P9 was to be for a total consideration of Rs.10,800/-. Out of which Rs. 800/- were paid at the time of execution of the agreement whereas Rs. 10,000/- were to be paid at the time of registration of the sale deed, before the Sub Registrar. Since the endorsements made by the Sub Registrar on the back of the sale deeds, copies whereof were tendered into evidence were not legible, Mr. Goel was asked to show the original sale deeds with a view to find out as to whether the remaining amount was paid before the Sub Registrar or not. He has produced one such sale deed, the endorsement on which also is not clear with regard to payment before the Sub registrar. In all the sale deeds the recital is that the vendee required the land to do some business (KAROBAR). Insofar as location of these sale instances and, in particular, Ex.P8 and P9 are concerned, the same have been shown at Nos. 6 and 7 in the site plan, Ex.P2. Insofar as claimants of sale instance, Ex.P10 is concerned, as mentioned above, no application was filed by her u/s 18 of the Act. The sale instances, Ex.P8 and P9 are adjoining the Kacha rasta which goes to the bridge canal and ultimately to Saffidon. Perusal of site plan, Ex.P2 further shows that sale instances, Ex.P6 and

P7 are closest from the acquired land to Saffidon town. In fact, Kacha Rasta, as mentioned above, joins the bridge canal and this road adjoins the railway road of the town. Insofar as part of the land that abuts Rampura road on Northern side of the acquired land is concerned, it may be mentioned that it is farther from Safidon town as also new Bus stand, Alora theatre and other business premises, even though situated on the said road, are not in the immediate vicinity of the land under acquisition. It is well made out from the statement of PW8 Gian Chand, who proved site plan, Ex.P2, that farthest eastern corner of the acquired land is at a distance of 200-225 feet from the farthest western side of the bus stand. In other words the nearest two points between the acquired land and the bus stand were at a distance of 200-225 feet. The land under acquisition, concededly, at the time when notification u/s 4 of the Act was issued, was being used for agricultural purposes. Another thing which needs to be highlighted is that on the eastern side of sale instances Ex.P6 and P7 and towards South, where residential quarters of Safidon town are located, quite a few residential houses and commercial establishments have come about. As to when these establishments, however, came about, is not known as no evidence was led on that count.

6. From the facts, as have been fully detailed above, Mr. S.M. Sharma, learned D.A.G., Haryana, vehemently contends that sale instances, Ex.P8 and P9, besides being wholly irrelevant, could not be looked into and relied upon as neither the vendor nor the vendees of these sale instances were produced in the witness box. The State was deprived in eliciting from the vendor and vendees that these sale instances were not genuine. He further contends that mere tendering of these sale deeds into evidence would not make them reliable as also that even if one goes by circumstances surrounding these sale instances, the same do not appear to be genuine as also that location of sale instances, Ex.P8 and P9 is such that it certainly makes the site, subject matter of sales, far better than the remaining part of the land.

7. Mr. Goel, learned counsel for the claimants has joined issues with Mr. Sharma on all the points canvassed by the latter with regard to admissibility and reliability of sale instances, Ex.P8 and P9, he contends that no objection at all was taken by the State when these documents were tendered and exhibited by the trial Judge as also that the claimants had produced certified copies of the sale deeds which were per-se admissible in evidence as also that in any case there was no need at all to examine the vendor and vendees in view of provisions contained in Section 51-A of the Land Acquisition Act inserted by Act No 68 of 1984.

8. Before dealing with other issues raised by Mr. Sharma, learned D.A.G., Haryana, it would be worthwhile to first determine as to whether sale instances, Ex.P-8 to P-10 were admissible in evidence and if so, what is their evidentiary value. Insofar as exhibiting the sale deeds is concerned, it may be mentioned that there is no dispute that the same could be tendered into evidence and could

also be exhibited. However, the question that has really been mooted out is as to whether by mere tendering into evidence certified copies of the sale deeds, contents of the documents are automatically proved and, therefore, such contents become an admissible evidence? In view of this Court, the answer to question posed has to be in negative. In view of this Court, mere tendering of a copy of a registered sale deed to evidence, even though execution of document is proved, there is no proof of truth of the contents of such document. The truth of the fact stated in the document, if denied, is to be proved by admissible evidence. u/s 61 of the Indian Evidence Act, contents of the document are to be proved either by primary or secondary evidence and u/s 62 primary evidence means the document itself produced for inspection of the Court. Even on such proof the Court is not bound to accept the contents, unless it is satisfied about the truth of the matter stated. The apex Court in *Ramji Dayawala and Sons (P) Ltd. Vs. Invest Import, ,* held as follows :-

"Undoubtedly, mere proof of hand-writing of a document would not tantamount to proof of all the contents or the facts stated in the document. If the truth of facts stated in a document is in issue mere proof of the handwriting and execution of the document would not furnish evidence of the truth of the facts or contents of the document. The truth or otherwise of the facts or contents so stated would have to be proved by admissible evidence, i.e. by the evidence of those persons who can vouchsafe for the truth of the facts in issue."

The facts of the case cited above reveal that a subcontract between the appellant and respondent therein contained a clause for arbitration. The appellant sent a letter and cable to the respondent to delete the clause for arbitration from the agreement between the parties. There was no reply by the respondent, who allowed the appellant to proceed with the implementation and execution of the sub contract without controverting what the appellant had asked for in his letter and cable. One of the questions before the Supreme Court was as to whether the appellant had proved the contents of the letter and cable despatched by him to the respondent and it was in that context that the Supreme Court observed as has been quoted above.

9. The matter in view of this Court, stands clinched in favour of the State and against the claimants by a recent decision of the Supreme Court in *Kumari Veeraiah and 18 Ors. v. State of Andhra Pradesh 1995(1) R.L.R. 606*. The claimants in the said case had placed reliance upon Ex.A-2, sale deed relating to the land in question dated February 12, 1985, and sale deeds, Ex.A-9, A-11 and A-17, relating to the lands in neighbourhood. The High Court rejected all these sale instances on variety of reasons. When the matter came up before the Supreme Court, the claimants once again relied upon the same very sale instances, i.e. Ex.A-2, A-9, A-11 and A-17. It appears that the vendor or the vendees of the sale instances, referred to above, were not examined. While commenting upon the evidentiary value of such sale instances, the Apex Court observed as follows :-

"It is true that the certified copies of the sale deeds are admissible in evidence as secondary evidence u/s 61-A of the Act, since owners would be reluctant to part with their original sale deeds. But unless either the vendor or the vendee has been examined as witness to testify not only the consideration that paid but also their specific knowledge and the circumstances in which the sale deed came to be executed, nearness to the lands etc. the sale deeds cannot be relied on to determine market value of the acquired lands. The true nature and situation of the respective lands are relevant and germane as comparable sales for determination of the compensation and are required to be brought on record through admissible evidence and tested on the anvil of ,common experience. Therefore, by mere marked the documents exhibits A-3, A-4, A-8 and A-10 by themselves do not amount of proof of the aforesaid factors."

Mr. O.P. Goyal, learned counsel for the claimants, however, relies upon Section 51-A of the Act inserted by Act No. 68 of 1984. There is absolutely no need to comment upon the contention of the learned counsel based upon Section 51-A of the Act as the said section was taken into consideration by the Supreme Court in Kumari Veeraiah's case. Mr. Goel, for his contention that Section 51-A permits , the Court to accept as evidence the transaction recorded in certified copy of registered sale deed, also relies upon a Division bench judgment of this Court in Hukam Chand and Ors. v. Haryana State 1989 L.A.C.C. .357. I am afraid, this judgment does not advance the cause of claimants. In paragraph 20 of the report it has been held that "though Section 51-A of the Act permits the Court to accept as evidence the transaction recorded in the certified copy of the document, yet it lies within the discretion of the Court to cast doubt on suspicious portions of it for valid reasons. We need to express this because it is not unknown that sale considerations are inflated in order to scare away pre-emptors and at the time when these sales were gone into the Punjab Pre-emption Act, as applicable to Haryana, was operative. The claimants did not produce the vendors. Though Ashok Kumar PW-3 appeared to introduce sale deed Exhibit P-4 claiming it to be in favour of his father, he was not in a position to depose as to the terms of the transactions."

Nothing at all has been argued in this case to show that Punjab Pre-emption Act had since been repealed before notification u/s 4 of the Act was issued. Even if the Punjab Pre-emption Act had since been repealed before notification u/s 4 came into being, the same, in view of the decision rendered by the Supreme Court in Kumari Veeraiah's case (supra) would not make any difference. Mr. Goel then relied upon a D.B. judgment of the Bombay High Court in Osmani Khan Abdul Majid Khan and Anr. v. State of Maharashtra 1994 L.A.C.C. 486. The observations made by the High Court of Bombay in the aforesaid case do support the contention of Mr. Goel that by virtue of Section 51-A of the Act, certified copies of the sale deeds are enough to prove the contents thereof. In paragraph 8 of the report, the contention of counsel for the appellant to the contrary was repelled by observing as follows :-

"Mr. Khader, learned counsel appearing for the appellants, points out that the Courts below did not exhibit the sale deed dated 5.8.1981 as in its view mere filing of the certified copy of the sale deed is not enough proof of its contents. That view, however, is not correct in view of the express provisions contained in Section 51-A of the Act."

This judgment of the Bombay High Court was delivered on February 8/9, 1994 by which time, obviously, view of the Supreme Court in Kumari Veeraiah's case (supra) was not available. In view of later decision of the Supreme Court in Kumari Veeraiah's case (supra), this Court, can not possibly place any reliance on the D.B. judgment of the Bombay High Court in Osman Khan's case (supra). In fact, Mr. Goel, during the course of arguments, was himself convinced that in view of the Supreme Court judgment in Kumari Veeraiah's case (supra), it is necessary to examine the vendor or vendees and being so convinced, he then prayed that permission may be given to the claimants to lead additional evidence, obviously, so as to examine the vendor or vendees, of the sale instances. I am afraid, this prayer is made at too late a stage. The present appeals remained pending in this Court for about six years. But for a D.B. judgment of the Bombay High Court mentioned above, no Court had while dealing with Section 51-A of the Act, held that mere tendering of certified copies of the sale deeds in evidence, would be proof of the contents thereof. In fact, the judgment of this Court that has been relied upon by Mr. Goel, i.e. Hukam Chand's case (supra), in terms has the effect of saying that the vendor or vendee should be examined. Prior to introduction of Section: 51-A of the Act, it has been the consistent law that mere exhibition of a document does not automatically prove the contents of the same. At no stage, i.e. either before the trial Judge or before this Court, it was ever thought by the claimants to lead additional evidence so as to examine vendor or vendees of the sale instances, Ex.P8 to P10. It is during the course of arguments and that too when it became absolutely apparent to the counsel representing the claimants that sale instances, Ex.P8 to P10 would not be relied upon to determine the market value that prayer for additional evidence was made. Oral prayer made during the course of arguments for additional evidence is, thus, rejected.

10. The sale instances, Ex.P8 to P10 can even otherwise be not relied upon for determining the market value of the land under acquisition, as even though the said sale deeds came about three years before the notification u/s 4 of the Act was issued and formed part of the acquired land, the same are of very small pieces of land as compared to the land under acquisition. As mentioned above, three pieces of land measuring 90, 120 and 90 sq. yards was sold vide sale instances aforesaid. The land of all sale instances, inclusive of the one sold to non-claimant shown at Sr.No. 8 in the site plan, Ex.P2 belonged to one family. All sale deeds were made on the same day and it has come in evidence that site for a bus stand had earlier been acquired and in fact construction of bus stand was going on when notification u/s 4 was issued in this case. It is possible that the land owner(s) in anticipation that his/their land would be acquired, made sales of

small pieces of land with a view to create evidence. This Court, while observing, as has been mentioned above, is certainly not in the realm of conjectures and surmises. The similar language used in all the sale deeds, which, as referred to above, came about on the same day, and for the same purpose, leave this Court with no doubt that the land owner(s) was/were in any case anticipating that their land would be acquired in near future. It is interesting to note that even though these small piece of land were purchased by the vendees of these sale instances for doing business, no evidence at all has been brought on records to show that any business was actually going on by the persons who purchased the land when notification u/s 4 was issued. Mr. Goel was asked to point out anything from records, be it award of the Land Acquisition Collector or revenue record, from where it could be made out that the land sold vide sale instances, Ex.P8 to P-10 was used for any business till such time possession thereof was taken from the owners. If vendees of these sale instances had actually purchased the land for doing some business, there was no question that for three years they would have dumped their money without doing anything. In case some business was actually going on, then there would have been some construction on these sale sites and in that case it must have been mentioned by the Land Acquisition Collector and compensation also assessed for the construction. Mr. Goel was unable to point out either from revenue records or award of the Land Acquisition Collector that any construction was made. What perhaps clinches the issue is that the claimants of sale instances, Ex.P8 and P-9 have not demanded any compensation for the construction that they might have done or for loss of business. Site plan, Ex.P2 was prepared on February 20, 1990. The marginal notes.1 to 10 in the site plan show various constructions, tubewells, trees etc. but there is no mention in these notes that there was construction of any kind whatsoever in the land, subject matter of sale instances, Ex.P8 and P9.

11. For the reasons given above, no reliance can at all be placed upon sale instance, Ex.P8 to P-10, once sale instances, Ex.P8 to P10 are held neither relevant nor admissible nor even genuine, the entire case built by the claimants for enhancement of compensation falls. However, it may be mentioned that even if sale instances, Ex.P8 to P10 could be relied, the entire land could not be evaluated on the same rate. What the learned Addl. District Judge has done is to first determine the market value of the land of claimants of sale instances, Ex.P8 and P9 and to determine the market value at the rate they purchased the land plus increase of three years and slashed it by 1/3rd with regard to others. As mentioned above, even if the sale instances, Ex.P8 to P10 could be relied upon, the land owners(s), having kacha rasta where Ex.P8 and P9 are located, could get the same rate as that of the claimants, who purchased the land vide said sale instances, upto 30 yards/There was no case at all made out to increase the price with regard to other land owners. As mentioned above, sale instances, Ex.P8 and P-9 are adjacent to the Kacha Rasta which connects the road leading to canal bridge and then to railway road of Safidon town. The said sale instances are nearer to the town as also to other residential and commercial establishments

towards South of the kacha Rasta. These is, however, no need to go any further in the matter as sale instances Ex.P8 to P-10 are excluded from the array of consideration which leaves the claimants with no other evidence to ask for higher compensation from the one that was awarded by the Land Acquisition Collector.

12. Since this Court is inclined to accept the State appeals, there is no need at all to discuss the contentions of Mr. Goel asking for higher compensation by contending that the entire land ought to have been evaluated on the same rates, and no discrimination could be made between the claimants who had purchased the land from the acquired land itself and the others. It may, however, be mentioned that Mr. Goel had cited some case law on desirability of belting as also that when sale deeds forming part of the acquired land are produced, the price paid by the purchaser has to be determined as market value of the land.

13. In view of what has. been said above, whereas. State appeals bearing Nos. 1869-A, 1870-A, 1871, 1872 and 1874 of 1991, 409 to 426 and 524 of 1995 as also the appeals preferred by Market Committee, Safidon, bearing Nos. 393 to 408 and 428 to 430 of 1995 are allowed. Claimants appeals bearing Nos. 1824 of 1990, 1823, 1868, 1869, 1870 of 1991, 33 to 43, 273, 274, 468, 1230 and 1231 of 1995 are dismissed. Award rendered by the learned Addl. District Judge is set aside and the one given by Land Acquisition Collector is upheld. In view of fluctuating fortunes of the parties, they are left to bear their own costs.