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HIGH COURT OF CHHATTISGARH, BILASPUR

Judgment reserved on : 28.06.2019

Judgment delivered on : 02.08.2019

W.P.(C) No. 2432 of 2017

1. Yashdeep Singh Saini, S/o. Shri Gurmel Singh, Aged About 47 Years.
2. Amandeep Singh Saini, S/o. Shri Gurmel Singh, Aged About 45 Years.

Both R/o. House No. 609-A, Indra Vatika, Sunder Nagar, Raipur, District Raipur, Chhattisgarh, Civil & Revenue District Raipur, Chhattisgarh.

---- Petitioners

Versus

1. Naya Raipur Development Authority, Naya Raipur Through Its Chief Executive Officer, Paryawas Bhawan, North Block, Sector - 19, Naya Raipur, District Raipur, Chhattisgarh.
2. The General Manager (Rehabilitation), Naya Raipur Development Authority, Naya Raipur Paryawas Bhawan, North Block, Sector - 19, Naya Raipur, District Raipur Chhattisgarh.

---- Respondents

&

W.P.(C) No. 2477 of 2017

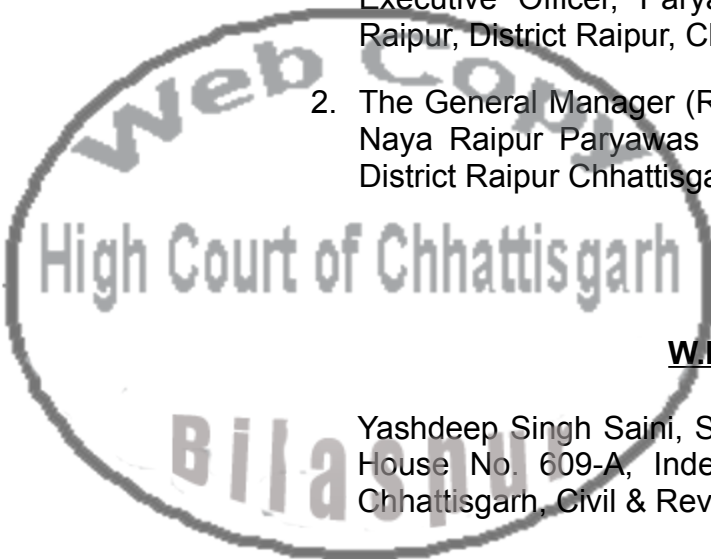
Yashdeep Singh Saini, S/o. Shri Gurmail Singh, Aged About 47 Years, R/o. House No. 609-A, Inder Vatika, Sunder Nagar, Raipur, District Raipur, Chhattisgarh, Civil & Revenue District Raipur, Chhattisgarh

---- Petitioner

Versus

1. New Raipur Development Authority, Naya Raipur, Through Its Chief Executive Officer, Paryawas Bhawan, North Block, Sector-19, Naya Raipur, District Raipur, Chhattisgarh.
2. The General Manager (Rehabilitation), New Raipur Development Authority, Naya Raipur Paryawas Bhawan, North Block, Sector-19, Naya Raipur, District Raipur, Chhattisgarh.
3. Santram, S/o. Shri Bhuneshwar, Aged About 55 Years, R/o. Village Uparwara, Naya Raipur, District Raipur, Chhattisgarh.
4. Smt. Ghasni, W/o. Bhuneshwar, Aged About 75 Years, R/o. Village Uparwara, Naya Raipur, District Raipur, Chhattisgarh.
5. Rajesh Parwani, S/o. Shri Pratap Rai Parwani, Aged About 48 Years, R/o. Opposite Chhattisgarh Club, Beside Dr. Sethi, Civil Lines, Raipur, Chhattisgarh.

---- Respondents





For Petitioner : Mr. B.P.Sharma with Mr. M.L.Saket,
Advocates

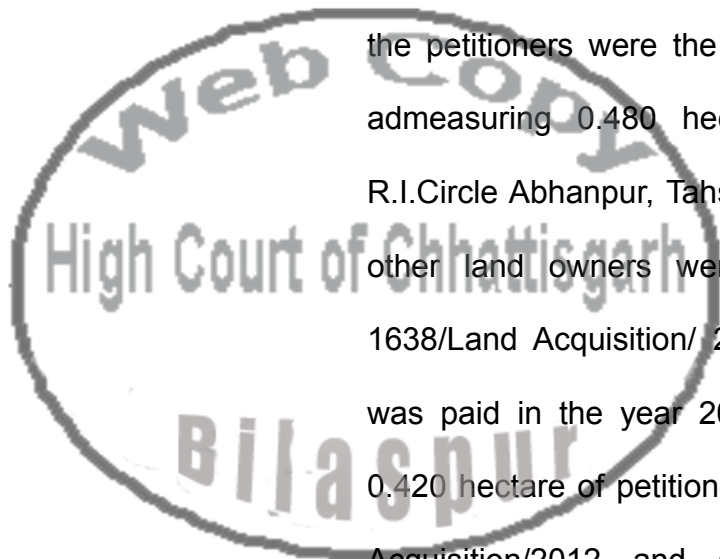
For Respondent/NRDA : Mr. Praveen Das, Advocate

Hon'ble Shri Justice Goutam Bhaduri

CAV ORDER

02.08.2019

1. Both the writ petitions are being heard together being common question of facts and law are involved.
2. (A). The Writ Petition No.2432 of 2017 is preferred by two petitioners namely Yashdeep Singh Saini & Amandeep Singh Saini. It is their case that the petitioners were the owner of the land bearing Khasra No.587 (Part) admeasuring 0.480 hectare situated at Village Jhakhi, P.C. No.139, R.I.Circle Abhanpur, Tahsil Abhanpur. The land of the petitioners along with other land owners were acquired under the Settlement Case No.6-1638/Land Acquisition/ 2010 and compensation amount of Rs.9,00,000/- was paid in the year 2010. Likewise, land bearing Khasra No.585 area 0.420 hectare of petitioners was acquired under the Case No.6-9098/Land Acquisition/2012 and compensation of Rs.7,87,500/- was paid on 27.02.2013. It is stated that to facilitate such acquisition process, the written assurance was given under Clause 19 of the scheme to give additional plots titled as "Special Rehabilitation Scheme for Naya Raipur Project". According to the petitioners, as per Clause 19(3) of the Special Rehabilitation Scheme for Naya Raipur Project, the person who have not obtained additional compensation, he would be entitled for plot of land; therefore the project affected person who had not accepted additional amount and consented to get plot of land was to be provided with plot of land according to different classification. The case of the petitioners that they were entitled for two plots of land of 3600 sq.ft. each.

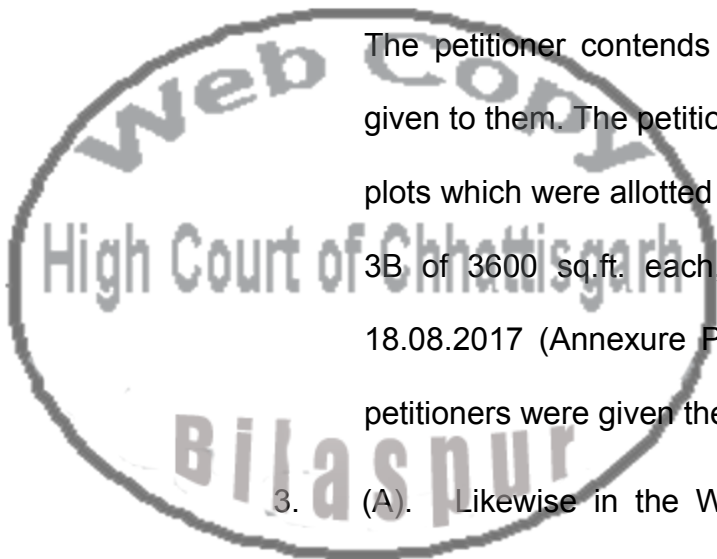




(B). The petitioners further contended that the sale deed was registered under the mutual settlement basis on the solemn promises of the respondents to get the additional plots the sale deed were executed, but the plots were not given. The petitioners contended that on a much lower price the sale of land of petitioners was made with promises to get another plot. It is stated that after severe persuasion, the respondent State Authorities were called upon the petitioners and after series of sitting, the respondents had finally allotted the plot No.3A & 3B of 3600 sq.ft. area each to the petitioners along with the location map of Bhelwadih (Mudapaar). As per the allotment, the petitioners appeared before the authorities so that conveyance deed may be executed in their favour and possession may be allotted to them.

The petitioner contends that eventually the possession of plots were not given to them. The petitioners further contents that they were entitled for two plots which were allotted to them by letter dated 6/2-3/2017 i.e. plot No.3A & 3B of 3600 sq.ft. each, however, all of a sudden, by the order dated 18.08.2017 (Annexure P-1) the area of plots were reduced and both the petitioners were given the plot No.3 admeasuring 5400 sq.ft. for horticulture.

3. (A). Likewise in the Writ Petition No. 2477 of 2017 filed by Yashdeep Singh Saini, it is stated that the petitioner was the owner of different lands bearing Khasra No.581 (Part) area 0.010 hectare, Khasra No.583 (Part) area 0.200 hectare, Khasra No.578/1 area 0.580 hectare, Khasra No.580 (Part) area 0.070 hectare, Khasra No.583/1 area 0.080 hectare, Khasra No.581/1 area 0.580 hectare and Khasra No.578/2 area 0.350 hectare, situated at Village Jhakhi, P.C. No.139, R.I.Circle Abhanpur, Tahsil Abhanpur. The said lands were acquired by two different land acquisition case and the compensation amount of Rs.3,93,750/- & 31,12,500/- was paid on 01.10.2010 & 27.02.2013. Further it is contended that to facilitate the acquisition process as per Clause 19 of the Special Rehabilitation Scheme for Naya Raipur Project, the petitioner was held to be entitled for another

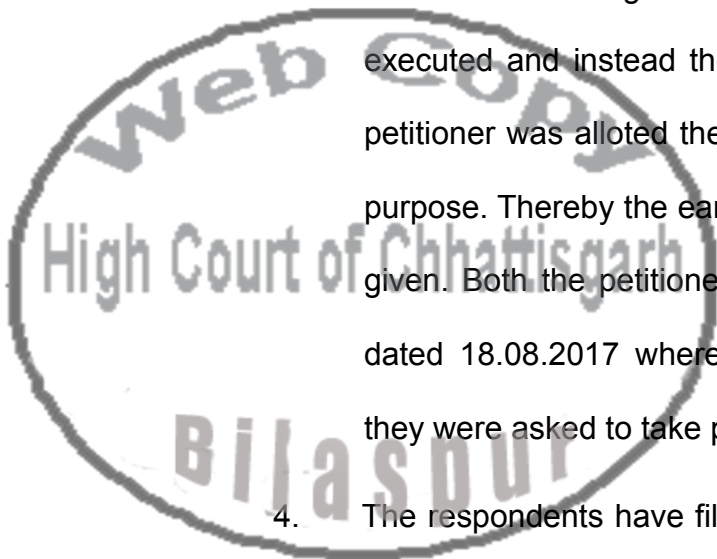




plot of land under the project since they were covered under Clause 19 of the scheme as project affected persons as they had opted for different plot instead of the additional amount.

(B). The petitioners contended that respondents have accepted the petitioners to be entitlement of plot as though the sale deed was executed but special additional compensation was not given to petitioners. It is contended that according to the policy by letter dated 29.03.2017, the petitioners were allotted two plots i.e. Plot No.3C & 3D of 3600 & 9000 sq.ft. respectively with a location map of Bhelwadih. The petitioners contended that though they appeared before the authorities for further compliance of such allotment to get the relevant conveyance deed but the same was not executed and instead the letter dated 18.08.2017 was issued wherein the petitioner was allotted the plot No.4 admeasuring 9000 sq.ft. for horticulture purpose. Thereby the earlier allotment was amended and reduced area was given. Both the petitioners in this case claims the quashment of the letter dated 18.08.2017 wherein their earlier allotment has been canceled and they were asked to take plot of lesser area, therefore, the dispute.

4. The respondents have filed their reply and contended that Yashdeep Singh Saini & Amandeep Singh Saini had sold land bearing Khasra No. 585 which was admeasuring 0.420 hectare and Khasra No.587 admeasuring 0.480 hectare which makes the total purchase of 0.9 hectare. Likewise the another sale deed made by Yashdeep Singh Saini which was in respect of land bearing Khasra No.581 admeasuring 0.010 hectare and Khasra No.583 (Part) admeasuring 0.200 hectare. Therefore, total 0.210 hectare was purchased by NRDA. It is stated as per Rehabilitation Policy Clause 3.5 to hold a land for horticulture etc., the policy says when the area was from 0.5 to 1 hectare, the person would be entitled for 5400 sq.ft. of additional land. Likewise when the area acquired is 1.5 to 2 hectare, he would be entitled to 9000 sq.ft. of additional land for horticulture. Accordingly, in Writ Petition

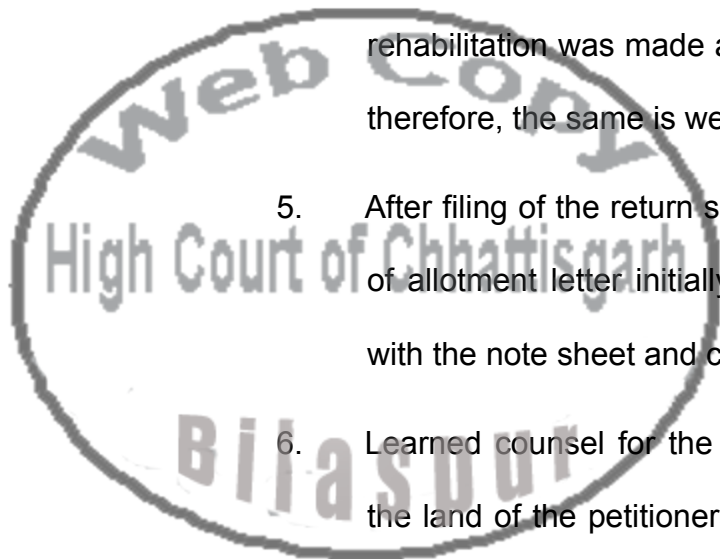




No.2432 of 2017 since the area of purchase was within the bracket of 0.5 to 1 hectare, therefore as per policy by the letter dated 18.08.2017 (Annexure P-1) Yashdeep Singh Saini & Amandeep Singh Saini was allotted Plot No.3 area 5400 sq.ft. Likewise in Writ Petition No.2477 of 2017 filed by Yashdeep Singh since the land was in the bracket of 1.5 to 2 hectare, therefore, by the letter dated 18.08.2017 (Annexure P-1) Plot No.4 admeasuring 9000 sq.ft. was allotted to the petitioners. The reply further contents that the document wherein the petitioners have placed their reliance neither has been signed by any person nor the map is authenticated where the claim of the petitioners can be held to be valid or can be said that those allotment letters were issued by NRDA. It is further contended that the allotment of the rehabilitation was made according to the existing policy of the rehabilitation, therefore, the same is well merited.

5. After filing of the return since serious objection raised about the authenticity of allotment letter initially issued, the petitioners filed their rejoinder along with the note sheet and communications of the NRDA.

6. Learned counsel for the petitioners would submit that NRDA has acquired the land of the petitioners and as per the Rehabilitation Scheme, the same was proceeded and initial allotment of land were made. The counsel would refer the document filed along with the rejoinder and additional return filed by the respondents. It is contended that after due process, the petitioners were allotted the land as they had not obtained the additional amount of rehabilitation. It is stated that despite the land was allotted, the petitioners were not given the possession of that and without giving the possession in order to cancel the allotment, the proceeding started projecting the petitioners have not taken possession of land. He submits that the respondent was under the bounden duty under the promissory estoppel to honour it's own commitment and cannot resort to their policy which was not a subject issue while initial allotments were made. Learned counsel for the



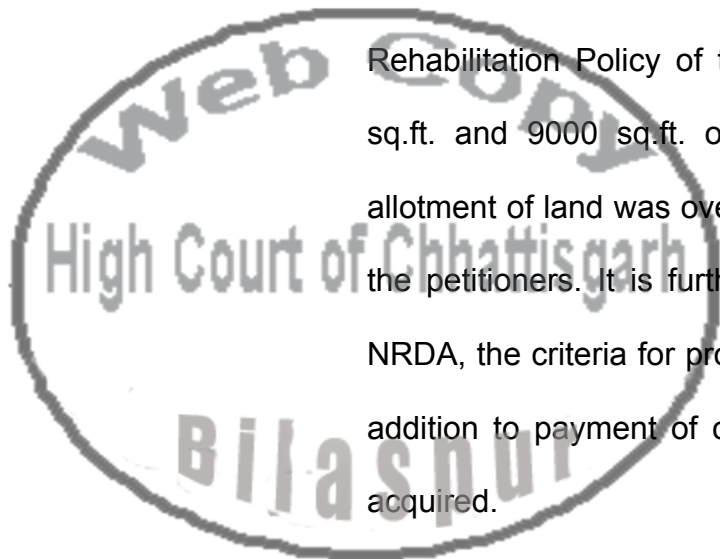


petitioners further submits that the allotment having been made, when the respondents found that the lands falls near the road and would be at prime position, in order to make the allotment to someone else, entire procedure to grant fresh land has been adopted to cause damage to the petitioners.

7. Per contra, learned counsel for the respondents would submit that after purchase of the land were made as per the Rehabilitation Policy, initially it was found that certain allotment be made. It is further contended that the documents of initial allotment neither bears any seal nor signature of the department so as to show such allotment was actually made. He further submits that the petitioners have failed to prove the fact that allotments were made in their favour of the nature as claimed. It is submitted that as per the Rehabilitation Policy of the respondents, the petitioners were given 5400 sq.ft. and 9000 sq.ft. of land respectively. He further submits the said allotment of land was over and above the sale consideration as received by the petitioners. It is further contended that according to the policy of the NRDA, the criteria for providing additional land for gardening, horticulture in addition to payment of compensation depends upon the area of the land acquired.

8. It is stated in the present case, one acquisition falls in the bracket of 1 hectare and another is in the bracket of 2 hectares. Therefore, 5400 sq.ft & 9000 sq.ft of additional land, as the petitioners were entitled were given to them. He further submits that under the circumstances, the allotment of land has been made according to the entitlement of the petitioners; whereas they are claiming over & above to their entitlement and against the rehabilitation policy. He submits in the facts of the case, Annexure P-1, in both the cases, the allotment of land would be justified.

9. I have heard learned counsel appearing for the parties and perused the documents.





10. This is an admitted position that the petitioners' land which are situated at village Jhanki have been acquired by the respondents. In both the cases, there are four sale deeds on record.

In WPC No.2432 of 2017 the sale deeds are as under :

A. Seller : (1) Yashdeep Singh
(2) Amandeep Singh
Purchaser : Naya Raipur Development Authority
Property : Khasra No. 585, A measuring 0.420 Hectare at Village Jhaki
Sale Consideration : Rs. 7,87,500/-

B. Seller : (1) Yashdeep Singh
(2) Amandeep Singh
Purchaser : Naya Raipur Development Authority
Property : Khasra No. 587 Admeasuring 0.480 Hectare at Village Jhaki.
Sale Consideration : Rs. 9,00,000/-

In WPC No.2477 of 2017 the sale deeds are as under :

A. Seller : Yashdeep Singh
Purchaser : Naya Raipur Development Authority
Property : Khasra No. 581 (Part), Admeasuring 0.010 Hectare at Village Jhanki
Khasra No. 583 (Part), Admeasuring 0.200 Hectare at Village Jhanki
Sale consideration : Rs. 3,93,750/-.

B. Seller : Yashdeep Singh
Purchaser : Naya Raipur Development Authority
Property : Khasra No.578/1 Admeasuring 0.580 Hectare
Khasra No.580/1 Admeasuring 0.070 Hectare





Khasra No.581/1 Admeasuring 0.580 Hectare

Khasra No.583/1 Admeasuring 0.080 Hectare

Khasra No.578/2 Admeasuring 0.350 Hectare

at Village Jhaki

Sale Consideration : Rs.31,12,500/-

11. The petitioners claimed that as per the Special Rehabilitation Scheme for Naya Raipur Project, the petitioners were under the project affected person and therefore the respondents by a letter dated 6/2-3/2017 on 29.03.2017 allotted Plot No.3-c to Yashdeep Singh of 3600 sq.ft, Plot No.3-d to Yashdeep Singh of 9000 sq.ft., Plot No.3-a to Yashdeep Singh & Amandeep Singh of 3600 sq.ft. and Plot No.3-b to Yashdeep Singh & Amandeep Singh of 3600 sq.ft. The particulars of the same have been filed as Annexure P-5 and the list from serial No.6 to 9 are reproduced herein under :

ग्राम भेलवाडीह में उद्यानिकी भू-खण्ड आबंटन

स्थान : एनआरडीए कार्यालय, दिनांक 20/03/2017

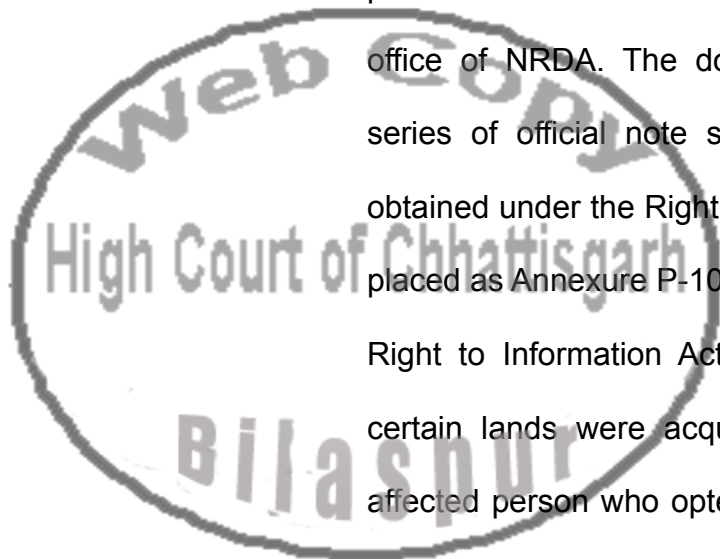
क्र.	कृषक का नाम पिता/पति का नाम	भू-खण्ड का क्षेत्रफल (वर्गफीट में)	आबंटित भू-खण्ड क्रमांक	हस्ताक्षर
01	xxx	xxx	xxx	xxx
02	xxx	xxx	xxx	xxx
03	xxx	xxx	xxx	xxx
04	xxx	xxx	xxx	xxx
05	xxx	xxx	xxx	xxx
06	यशदीप सिंह अमनदीप सिंह पिसरान गुरुमेल सिंह	3600	3-a	-Sd/-
07	यशदीप सिंह अमनदीप सिंह पिसरान गुरुमेल सिंह	3600	3-b	-Sd/-
08	यशदीप सिंह पिता गुरुमेल सिंह	3600	3-c	-Sd/-
09	यशदीप सिंह पिता गुरुमेल सिंह	9000	3-d	-Sd/-

The map of the said location was also attached.



12. In reply to such averments, the respondent NRDA contended that the petitioners were claiming larger piece of land as compared to one allotted to them vide Annexure P-1. With respect to the reply to Annexure P-5 wherein the petitioners claim that was the allotment, NRDA replied that it has no bearing with the case, as it has neither an agreement nor an undertaking executed between the parties. Further, during the argument, it was also contended that the document of allotment wherein the petitioners placed reliance has no bearing as it neither bears the signature nor any seal of the NRDA.

13. In reply to the return, a rejoinder was filed by the petitioners wherein the petitioners contended that allotment was made after due process by the office of NRDA. The documents were placed along with rejoinder. The series of official note sheet were placed before the Court which were obtained under the Right to Information Act. The said documents have been placed as Annexure P-10, which is issued from the office of NRDA under the Right to Information Act. The official note sheet would go to show that certain lands were acquired by purchase and instead of additional the affected person who opted for additional land the petitioners were found to be eligible for certain area. The petitioners were found to be given benefit of rehabilitation as they were covered under the rehabilitation scheme. The official note sheet of 26.11.2016 shows the process was started to assess the entitlement of quantum of land of the petitioners as policy agenda for effective review and opinions were called for and considering the different corners of office according to the note sheet as per the respondents, the petitioners were found to be entitlement of the land as per Annexure P-5 for larger good. Therefore by official note sheet of 06.03.2017, it was decided to give land to the petitioners as per the lay out map and they were directed to be noticed. The official note sheet of 09.03.2017 would show that the petitioners having been invited to inspect the plots, they subsequently





inspected the plot in question physically and agreed to it, as shelter for reality victim. The official note sheets therefore would show that as per the decision arrived at after series of deliberations and after obtaining opinion from the various corners of the Department on 29.03.2017, it was decided to grant the land.

14. The official note sheet dated 29.03.2017 fortifies those facts, therefore, it would show that the NRDA itself had promised according to the rehabilitation program to grant the land as per Annexure P-5 aforesaid. On 03.04.2017 the following official note sheet was drawn, which would be relevant and is reproduced as under :

Page 33

File No. 7(2)/ पुनर्वास संपदा/NRDA/2017

OFFICE OF NAYA RAIPUR DEVELOPMENT AUTHORITY, NAYA RAIPUR (C.G.)

विषय :-विशेष अनुग्रह राशि के विकल्प के रूप में पुनर्वास योजना के तहत भू-खण्ड प्रदाय करने बाबत।

विषयांतर्गत ग्राम भेलवाडीह में विशेष अनुग्रह राशि के बदले उद्यानिकी भू-खण्ड का विकल्प प्रस्तुत करने पर आपसी सहमति से भूमि विक्रय करने वाले 06 हितग्राहियों के माध्य पात्रतानुसार कुल 09 भू-खण्ड का आबंटन दिनांक 29.03.2017 को किया गया है, जो निम्नानुसार है :-

क्र.	कृषक का नाम पिता का नाम	भू-खण्ड का क्षेत्रफल (वर्गफीट में)	आबंटित भू-खण्ड क्रमांक
01	xxx	xxx	xxx
02	xxx	xxx	xxx
03	xxx	xxx	xxx
04	xxx	xxx	xxx
05	xxx	xxx	xxx
06	यशदीप सिंह, अमनदीप सिंह पिसरान गुरुमेल सिंह	3600	3-a
07	यशदीप सिंह, अमनदीप सिंह पिसरान गुरुमेल सिंह	3600	3-b
08	यशदीप सिंह पिता गुरुमेल सिंह	3600	3-c
09	यशदीप सिंह पिता गुरुमेल सिंह	9000	3-d



उपरोक्तानुसार ग्राम भेजवाडीह में 06 हितग्राहियों के मध्य पात्रतानुसार कुल 09 भू-खण्ड आबंटित किया गया है। अतः आबंटित भू-खण्ड का अनुमोदन कराया जाना प्रस्तावित है।
अवलोकनार्थ/अनुमोदनार्थ प्रस्तुत।

M (R) / AM (R)

-sd/-
03/04/2017

15. Likewise in the official note sheet of page No.36 the following note sheet was drawn, the same is also relevant and is reproduced hereunder :

Page No. 36

File No. 6(2) पुनर्वास संपदा/NRDA/2017

OFFICE OF NAYA RAIPUR DEVELOPMENT AUTHORITY, NAYA RAIPUR (C.G.)

विषय :-विशेष अनुग्रह राशि के विकल्प के रूप में पुनर्वास योजना के तहत भू-खण्ड प्रदाय करने बाबत।

विषयातर्गत नया रायपुर की पुनर्वास योजना दिनांक 28.02.2006 की कंडिका 3.4, 3.5, 4.1 एवं 4.2 के अनुसार विशेष अनुग्रह राशि के बदले उद्यानिकी भू-खण्ड का विकल्प प्रस्तुत करने पर निम्न हितग्राहियों को साग, सब्जी अथवा फूलों की खेती के लिए उद्यानिकी भू-खण्ड आबंटित किया जाना है, विवरण निम्नानुसार है:-

क्र.	आबंटित खातेदार का नाम, पिता/पति का नाम एवं पता	आबंटित भूमि का विवरण					
		ग्राम का नाम	प.ह.नं.	खसरा नं.	भू-खण्ड क्रमांक	क्षेत्रफल वर्गमीटर में	क्षेत्रफल वर्गमीटर में
1	xxx	xxx	xxx	xxx	xxx	xxx	xxx
2	xxx	xxx	xxx	xxx	xxx	xxx	xxx
3	xxx	xxx	xxx	xxx	xxx	xxx	xxx
4	xxx	xxx	xxx	xxx	xxx	xxx	xxx
5	श्री यशदीप सिंह अमनदीप सिंह पिसराम गुरुमेल सिंह निवासी ग्राम-झांकी द्वारा म.नं. 609/ए सुन्दर नगर रायपुर	भेलवाडीह	139/8	52	3-a 3-b	334.45 334.45	3600 3600
6	श्री यशदीप सिंह अमनदीप सिंह पिसराम गुरुमेल सिंह निवासी ग्राम-झांकी द्वारा म. नं. 609/ए सुन्दर नगर रायपुर	भेलवाडीह	139/8	52	3-c 3-d	334.45 836.12	3600 9000

कार्यालय नया रायपुर डेव्हलपमेंट अथॉरिटी, नया रायपुर (छ.ग.)



16. Subsequently, the allotment letter which was directed to be issued by the NRDA is reproduced herein :

नया रायपुर हेव्हलपमेंट अथॉरिटी

पर्यावास भवन, नार्थ ब्लॉक, सेक्टर-19, नया रायपुर (छ.ग.) 492002

दूरभाष : 0771-2512500, फ़ैक्स : 2512400, ई-मेल ceo@nayaraipur.com

क. 1837/7(2)/पुनर्वास/एन.आर.डी.ए./2016 नया रायपुर, दिनांक 25/03/2017
प्रति,

श्री यशदीप सिंह पिता
गुरुमेल सिंह
ग्राम -झांकी

विषय :-विशेष अनुग्रह राशि के विकल्प के रूप में पुनर्वास योजना के तहत भू-खण्ड प्रदाय करने बाबत्।

.....0.....

विषयांतर्गत विशेष अनुग्रह राशि के विकल्प में ग्राम भेलवाडीह में चयनित उद्यमिकी भू-खण्ड आबंटन हेतु दिनांक 29/03/2017, समय अपरान्ह 3:00 बजे निर्धारित की गई हैं। अतः आप अधोहस्ताक्षरकर्ता के कार्यालय में उपस्थित होने का कष्ट करें।

महाप्रबंधक (पुनर्वास),
नया रायपुर हेव्हलपमेंट अथॉरिटी,
नया रायपुर (छ.ग.)।

नया रायपुर हेव्हलपमेंट अथॉरिटी

पर्यावास भवन, नार्थ ब्लॉक, सेक्टर-19, नया रायपुर (छ.ग.) 492002

दूरभाष : 0771-2512500, फ़ैक्स : 2512400, ई-मेल ceo@nayaraipur.com

क. 1837/7(2)/पुनर्वास/एन.आर.डी.ए./2016 नया रायपुर, दिनांक 25/03/2017
प्रति,

श्री यशदीप सिंह पिता
गुरुमेल सिंह
ग्राम -झांकी

विषय :-विशेष अनुग्रह राशि के विकल्प के रूप में पुनर्वास योजना के तहत भू-खण्ड प्रदाय करने बाबत्।

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विषयांतर्गत विशेष अनुग्रह राशि के विकल्प में ग्राम भेलवाडीह में चयनित उद्यमिकी भू-खण्ड आबंटन हेतु दिनांक 29/03/2017, समय अपरान्ह 3:00 बजे निर्धारित की गई हैं। अतः आप अधोहस्ताक्षरकर्ता के कार्यालय में उपस्थित होने का कष्ट करें।

महाप्रबंधक (पुनर्वास),
नया रायपुर हेव्हलपमेंट अथॉरिटी,
नया रायपुर (छ.ग.)।





17. As against such allotted plots, the NRDA went back to the issue of allotment on the ground that to whom the plot was offered they had not given any consent and referred to an order passed in earlier round of litigation wherein High Court has directed to decide the representation made by the petitioners as the NRDA was dormant on the issue of grant of additional land. The official order sheet subsequently drawn would show that in the subsequent allotment of land the area of land were reduced. The official note sheet of Page 43 of file 7(2) of NRDA reproduced as under :

Page No. 43

File No. 7(2) पुनर्वास संपदा/NRDA/2017

OFFICE OF THE NAYA RAIPUR DEVELOPMENT AUTHORITY, NAYA RAIPUR
(C.G.)

विषय :- विशेष अनुग्रह राशि के विकल्प के रूप में पुनर्वास योजना के तहत भू-खण्ड प्रदाय करने बाबत।

नोटशीट पेज क्रमांक 42 में 06 कृषकों को उद्यानिकी भू-खण्ड आबंटन करने हेतु नियोजन, पभाग से संशोधित ले-आऊट प्राप्त हो गया है।

विशेष अनुग्रह राशि विकल्प के रूप में ग्राम भेलवाडीह में प्रस्तावित उद्यानिकी भू-खण्ड आबंटन किये जाने के संबंध में भू-खण्ड आबंटन की शर्तों पर सहमति प्राप्त करने हेतु 06 कृषकों को पत्र दिनांक 01.08.2017 प्रेषित किया गया है, जिस पर 06 कृषकों की सहमति अप्राप्त है।

माननीय उच्च न्यायालय, विलासपुर के प्रकरण क्रमांक WP(C) No. 2150/2017 पक्षकार श्री यशदीप सिंह सेनी विरुद्ध एनआरटीए एवं अन्य के प्रकरण ग्राम-झांकी, तहसील अभनपुर, जिला रायपुर के पुनर्वास योजना के तहत उद्यानिकी भू-खण्ड से संबंधित है।

उक्त याचिका में माननीय उच्च न्यायालय ने आदेश दिनांक 04/08/2017 में निम्न आदेश पारित किया गया है :- "Be that as it may, the New Raipur Development Authority is directed to consider and decide the petitioner's representation expeditiously preferably within a period of one month from the date of receipt of copy of this order"

उक्त आदेश के पालन में 06 कृषकों को उद्यानिकी भू-खण्ड आबंटन हेतु पात्रता निर्धारण निम्नानुसार है :-

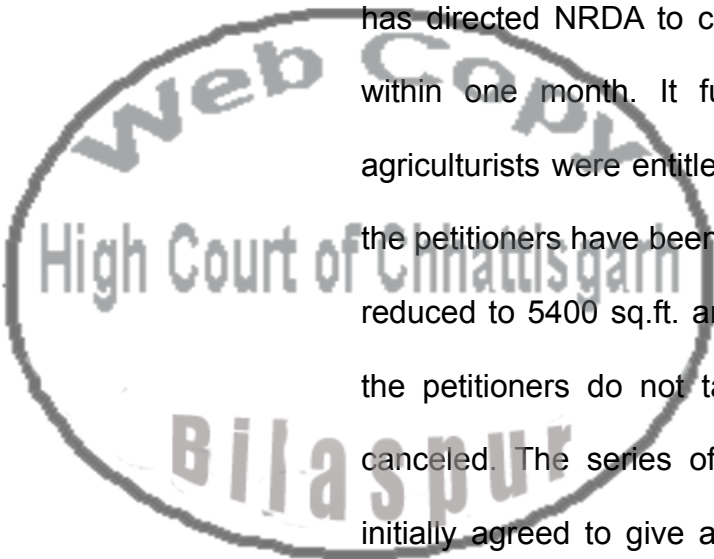
क.	कृषक का नाम पिता/पति का नाम	ग्राम	भूमि का विवरण			पुनर्वास योजना अनुसार पात्रता		
			खसरा संख्या	रकबा (हेक्टे.)	रजिस्ट्री दिनांक	श्रेणी	भू-खण्ड की पात्रता	क्षेत्रफल
01	xxx	xxx	xxx	xxx	xxx	xxx	xxx	xxx
02	xxx	xxx	xxx	xxx	xxx	xxx	xxx	xxx
03	श्री यशदीप सिंह अमनदीप सिंह पिसराम गुरुमेल सिंह	झांकी	1	0.48	01.10.10	ख	उद्यानिकी भू-खण्ड	5400 वर्गफीट
		1	0.42	27.02.13				
		2	0.90					



04	श्री यशदीप सिंह अमनदीप सिंह पिसराम गुरुमेल सिंह	झांकी	2	0.21	01.10.10	घ	उद्यानिकी भू-खण्ड एवं गुमटी	9000 वर्गफीट भू-खण्ड एवं गुमटी
			5	1.66	27.02.13			
			7	0.87				
5	xxx	xxx	xxx	xxx	xxx	xxx	xxx	xxx
6	xxx	xxx	xxx	xxx	xxx	xxx	xxx	xxx

कार्यालय नया रायपुर डेव्हलपमेंट अथॉरिटी, नया रायपुर (छ.ग.)

18. The official note sheet purports that at village Bhelwadih for proposed horticulture six agriculturists were issued notice of allotment on 01.08.2017 and it further records that six of the persons still have not consented to the same. The official note sheet also gives the reference of a writ petition filed by the petitioners at earlier point of time and has referred that High Court has directed NRDA to consider and decide the petitioner's representation within one month. It further records that pursuant to such order six agriculturists were entitled for land, wherein at serial No.3 & 4 the name of the petitioners have been shown and the area of their entitlement have been reduced to 5400 sq.ft. and 9000 sq.ft. respectively. It further speaks that if the petitioners do not take the possession their allotted land it shall be canceled. The series of act would show therefore that the respondents initially agreed to give additional plots to the petitioners for horticulture & agriculture and initially they were allotted the plot as per Annexure P-5. The official note sheet would show that thereafter the petitioners when found to be entitled for additional land and in due course were allotted the same. Subsequently, on the mandate of order of High Court the respondents recorded in official note sheet that petitioners were entitled for less area of land. Before this Court the stand taken by NRDA is that their policy do not permit to allot the extent of area earlier allotted to the petitioners. The records would show that the land of the petitioners were not acquired under the Right to Fair Compensation & Transparency in Land Acquisition, Rehabilitation & Resettlement Act, 2013 but acquisition were made by

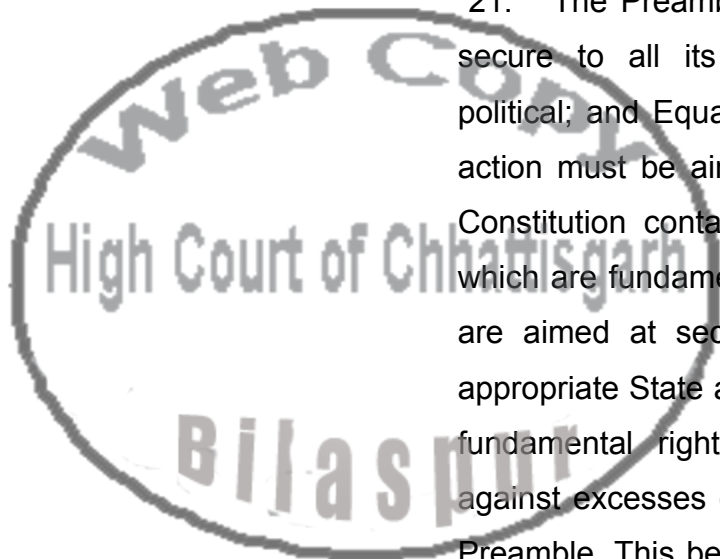




purchase and promise was extended to allot additional land in lieu of money.

19. The office of NRDA has a public element, which is sufficient to attract the power of judicial review for testing validity of the actions namely grant of land, thereafter, withdrew from the same. There is no exception that personality of the State requiring regulation of its conduct in all spheres as requirement of Article 14. Therefore, it is not that contractual obligation are alien to the concept of Article 14 of Constitution of India. The Supreme Court way back in case of ***Kumari Shrilekha Vidyarthi etc. v. State of U.P. & Others*** reported in ***AIR 1991 SC 537*** at para 21 held as under :

“21. The Preamble of the Constitution of India resolves to secure to all its citizens Justice, social, economic and political; and Equality of status and opportunity. Every State action must be aimed at achieving this goal. Part IV of the Constitution contains ‘Directives Principles of State Policy’ which are fundamental in the governance of the country and are aimed at securing social and economic freedoms by appropriate State action which is complementary to individual fundamental rights guaranteed in Part III for protection against excesses of State action, to realise the vision in the Preamble. This being the philosophy of the Constitution, can it be said that it contemplates exclusion of [Article 14](#)--non-arbitrariness which is basic to rule of law--from State actions in contractual field when all actions of the State are meant for public good and expected to be fair and just? We have no doubt that the Constitution does not envisage or permit unfairness or unreasonableness in State actions in any sphere of its activity contrary to the professed ideals in the Preamble. In our opinion, it would be alien to the Constitutional Scheme to accept the argument of exclusion of [Article 14](#) in contractual matters. The scope and permissible grounds of judicial review in such matters and the relief which may be available are different matters but that does not justify the view of its total exclusion. This is more so when the modern trend is also to examine the unreasonableness of a





term in such contracts where the bargaining power is unequal so that these are not negotiated contracts but standard form contracts between unequals.”

20. Every State action has to be on the public interest. This factor alone is sufficient to import at least the minimum requirements of public law obligations and impress with character of contracts made by the State or its instrumentality. The Supreme Court further in case supra at para 24 has held as under, which is reproduced herein below :

“24. The State cannot be attributed the split personality of Dr. Jekyll and Mr. Hyde in the contractual field so as to impress on it all the characteristics of the State at the threshold while making a contract requiring it to fulfil the obligation of [Article 14](#) of the Constitution and thereafter permitting it to cast off its garb of State to adorn the new robe of a private body during the subsistence of the contract enabling it to act arbitrarily subject only to the contractual obligations and remedies flowing from it. It is really the nature of its personality as State which is significant and must characterize all its actions, in what-ever field, and not the nature of function, contractual or otherwise, which is decisive of the nature of scrutiny permitted for examining the validity of its act. The requirement of [Article 14](#) being the duty to act fairly, justly and reasonably, there is nothing which militates against the concept of requiring the State always to so act, even in contractual matters. There is a basic difference between the acts of the State which must invariably be in public interest and those of a private individual, engaged in similar activities, being primarily for personal gain, which may or may not promote public interest. Viewed in this manner, in which we find no conceptual difficulty or anachronism, we find no reason why the requirement of [Article 14](#) should not extend even in the sphere of contractual matters for regulating the conduct of the State activity.”

21. Having been allotted the plots as per the rehabilitation scheme, can the NRDA come out of its promise. The ratio of State action has been answered



by the Supreme Court in ***Manuelsons Hotels Private Limited v. State of Kerala & Others*** reported in **(2016) 6 SCC 766**. The Supreme Court in that case reiterated the law laid down in ***Motilal Padampat Sugar Mills Co. Ltd. v. State of U.P.*** reported in **(1979) 2 SCC 409** and ***State of Punjab v. Nestle India Ltd.*** reported in **(2004) 6 SCC 465**. The ratio was laid down that the law may now be taken to be settled that where the Government makes a promise knowing or intending that it would be acted on by the promisee and, in fact, the promisee, acting in reliance on it, alters his position, the Government would be held bound by the promise and the promise would be enforceable against the Government at the instance of the promisee, notwithstanding that there is no consideration for the promise and the promise is not recorded in the form of a formal contract. The Court further held can the Government say that it is under no obligation to act in a manner that is fair and just or that it is not bound by considerations of "honesty and good faith"? Why should the Government not be held to a high 'standard of rectangular rectitude while dealing with its citizens'? It was further held that the Government cannot claim to be immune from the applicability of the rule of promissory estoppel and repudiate a promise made by it on the ground that such promise may fetter its future executive action.

22. The Supreme Court at Para 19 of the said judgment held as under :

19. In fact, we must never forget that the doctrine of promissory estoppel is a doctrine whose foundation is that an unconscionable departure by one party from the subject matter of an assumption which may be of fact or law, present or future, and which has been adopted by the other party as the basis of some course of conduct, act or omission, should not be allowed to pass muster. And the relief to be given in cases involving the doctrine of promissory estoppels contains a degree of flexibility which would ultimately render justice to the aggrieved party. The entire basis of this doctrine has been



well put in a judgment of the Australian High Court reported in *The Commonwealth of Australia v. Verwayen*, 170 C.L.R. 394, by Deane, J. in the following words:

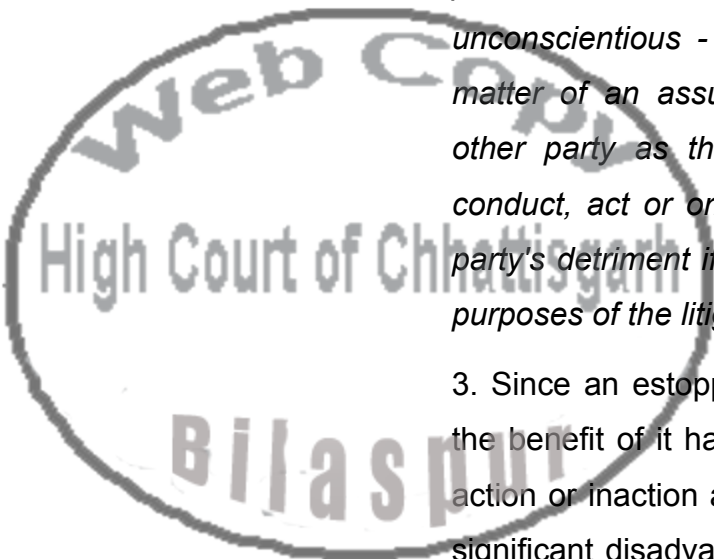
“1. While the ordinary operation of estoppel by conduct is between parties to litigation, it is a doctrine of substantive law the factual ingredients of which fall to be pleaded and resolved like other factual issues in a case. The persons who may be bound by or who may take the benefit of such an estoppel extend beyond the immediate parties to it, to their privies, whether by blood, by estate or by contract. That being so, an estoppel by conduct can be the origin of primary rights of property and of contract.

2. *The central principle of the doctrine is that the law will not permit an unconscionable - or, more accurately, unconscientious - departure by one party from the subject matter of an assumption which has been adopted by the other party as the basis of some relationship, course of conduct, act or omission which would operate to that other party's detriment if the assumption be not adhered to for the purposes of the litigation.*

3. Since an estoppel will not arise unless the party claiming the benefit of it has adopted the assumption as the basis of action or inaction and thereby placed himself in a position of significant disadvantage if departure from the assumption be permitted, the resolution of an issue of estoppel by conduct will involve an examination of the relevant belief, actions and position of that party.

4. The question whether such a departure would be unconscionable relates to the conduct of the allegedly estopped party in all the circumstances. That party must have played such a part in the adoption of, or persistence in, the assumption that he would be guilty of unjust and oppressive conduct if he were now to depart from it. The cases indicate four main, but not exhaustive, categories in which an affirmative answer to that question may be justified, namely, where that party:

(a) has induced the assumption by express or implied





representation;

(b) has entered into contractual or other material relations with the other party on the conventional basis of the assumption;

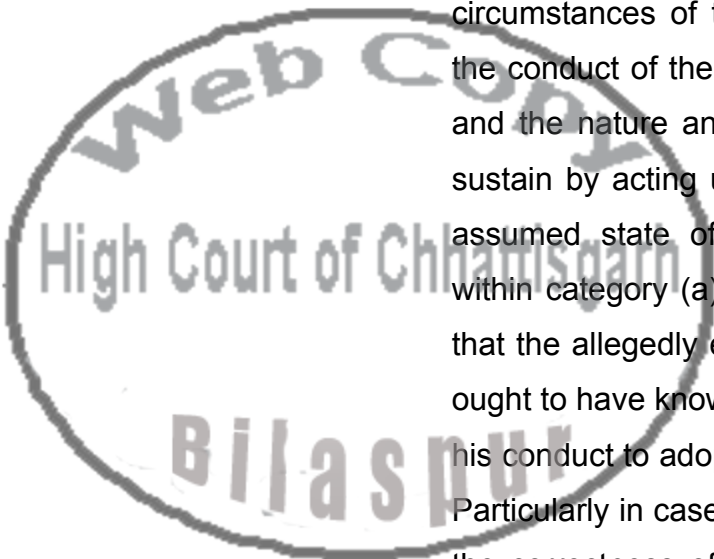
(c) has exercised against the other party rights which would exist only if the assumption were correct;

(d) knew that the other party laboured under the assumption and refrained from correcting him when it was his duty in conscience to do so.

Ultimately, however, the question whether departure from the assumption would be unconscionable must be resolved not by reference to some preconceived formula framed to serve as a universal yardstick but by reference to all the circumstances of the case, including the reasonableness of the conduct of the other party in acting upon the assumption and the nature and extent of the detriment which he would sustain by acting upon the assumption if departure from the assumed state of affairs were permitted. In cases falling within category (a), a critical consideration will commonly be that the allegedly estopped party knew or intended or clearly ought to have known that the other party would be induced by his conduct to adopt, and act on the basis of, the assumption. Particularly in cases falling within category (b), actual belief in the correctness of the fact or state of affairs assumed may not be necessary. Obviously, the facts of a particular case may be such that it falls within more than one of the above categories.

5. The assumption may be of fact or law, present or future. That is to say it may be about the present or future existence of a fact or state of affairs (including the state of the law or the existence of a legal right, interest or relationship or the content of future conduct).

6. The doctrine should be seen as a unified one which operates consistently in both law and equity. In that regard, "equitable estoppel" should not be seen as a separate or distinct doctrine which operates only in equity or as restricted to certain defined categories (e.g. acquiescence,





encouragement, promissory estoppel or proprietary estoppel).

7. Estoppel by conduct does not of itself constitute an independent cause of action. The assumed fact or state of affairs (which one party is estopped from denying) may be relied upon defensively or it may be used aggressively as the factual foundation of an action arising under ordinary principles with the entitlement to ultimate relief being determined on the basis of the existence of that fact or state of affairs. *In some cases, the estoppel may operate to fashion an assumed state of affairs which will found relief (under ordinary principles) which gives effect to the assumption itself (e.g. where the defendant in an action for a declaration of trust is estopped from denying the existence of the trust).*

8. *The recognition of estoppel by conduct as a doctrine operating consistently in law and equity and the prevalence of equity in a Judicature Act system combine to give the whole doctrine a degree of flexibility which it might lack if it were an exclusively common law doctrine.* In particular, the prima facie entitlement to relief based upon the assumed state of affairs will be qualified in a case where such relief would exceed what could be justified by the requirements of good conscience and would be unjust to the estopped party. In such a case, relief framed on the basis of the assumed state of affairs represents the outer limits within which the relief appropriate to do justice between the parties should be framed.”

23. By applying the aforesaid principles, at the first instance, it will show that the petitioners' land were acquired by the respondents. It has to be born in mind that the said acquisition was not as like of a general contract of a sale & purchase on free will of the parties or was acquired under the Right to Fair Compensation & Transparency in Land Acquisition, Rehabilitation & Resettlement Act, 2013 The sale deed contains the fact that in lieu of special amount (*Visesh Anugrah Rashi*) the right was given to claim for the plot. Pursuant to such right given, the application was filed by the petitioner for plot. The petitioners initially claimed on the basis of documents of



allotment Annexure P-4 & Annexure P-5 filed with this petition. In the initial reply, the NRDA contended that those documents have no authenticity. Such submission was also made at the bar. The documents filed by way of rejoinder, which were obtained under the Right to Information Act, would show that conscious decision was taken to allot the land of particular dimensions to the petitioners and letters were also issued. Subsequently, the respondents withdrew from their promise and reduced the area of the plot on the ground that it would be against the policy of rehabilitation. The rehabilitation policy on which the respondents relies upon would be an internal policy of the respondents which cannot be made applicable to have a statutory force over the petitioners and they have no nexus to such policy or have ever agreed to such policy. The note sheet filed in this case would show that after series of discussion and after taking input from the various corners of the Department, NRDA agreed to allot the land of greater dimensions initially and the letters were also issued. Subsequently, all of a sudden, took a somer-sault and reduced the area, therefore, the act of the respondents would be arrested on the principles of promissory estoppel and would be in ambit of judicial review on the concept of use of unfettered discretion. Therefore, it would not be equitable to allow to NRDA to come out of the promise to reduce the entitled land which was agreed to be given to the petitioners.

24. In a result, in view of the foregoing discussions, the petitions are allowed. The order dated 18.08.2017 (Annexure P-1) is quashed. The respondents are directed to allot the land to the petitioners as per earlier grant made in their favour as per Annexure P-4 & P-5.

Sd/-
Goutam Bhaduri
Judge