

**Md. Hazi Ali Vs. Central Coalfields Ltd. and ors.**

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**SooperKanoon Citation :** [sooperkanoon.com/518014](http://sooperkanoon.com/518014)

**Court :** Jharkhand

**Decided On :** Jul-18-2001

**Reported in :** 2002(50)BLJR2115

**Judge :** M.Y. Eqbal, J.

**Acts :** Service Law; Coal Bering Areas Acquisition and Development Act, 1957 - Sections 9

**Appeal No. :** CWJC No. 1770 of 1999 (R)

**Appellant :** Md. Hazi Ali

**Respondent :** Central Coalfields Ltd. and ors.

**Advocate for Def. :** Ashok Kumar,; B. Verma and; Manoj Prasad, Adv.

**Advocate for Pet/Ap. :** Kalyan Roy, Adv.

**Disposition :** Writ application dismissed

**Judgement :**

ORDER

M.Y. Eqbal, J.

1. Heard learned counsel for the parties.

2. In this writ application the petitioner has prayed for issuance of appropriate direction for giving employment to the rightful owner whose land in question has been acquired and further for an order for removal of respondent No. 4 who allegedly obtained employment in Piparwar Project of respondent-C.C. Ltd. by submitting forged documents.

3. Petitioners' case is that he purchased the land pertaining to Khata No. 6 under various plots measuring total area of 3.11 acres from one Smt. Bhulani Devi on 24.10.1994. The said land has been acquired by respondent No. 1 and under the Land Looser Scheme prevailing in C.C. Ltd. He was entitled to compensation as also employment. It is alleged that respondent No. 4 taking advantage of the illiteracy of respondent No. 5 Smt. Bhulani Devi prepared a fake sale deed alleged to have been executed by respondent No. 5 and on the basis of the said sale deed respondent No. 5 made application for employment in C.C. Ltd. Petitioner's case is that he filed Title Suit No. 14/95 seeking declaration of his title and also for declaration that the sale deed dated 10.3.1994 executed in favour of respondent No. 4 as null and void and also for permanent injunction against respondent No. 4 for getting any job in C.C. Ltd. The trial Court decreed the aforesaid suit on 20.8.1996 and restrained respondent No. 4 after issuing permanent injunction from getting any Job in C.C. Ltd. Petitioner stated that after the decree was passed by the trial Court, he made several representation before the respondent-C.C. Ltd. for not giving employment on the basis of forged documents, but nothing was done. Rather respondent No. 4 was appointed as Peon in the year 1997.

4. A counter-affidavit has been filed by respondent No. 4 stating that the land was acquired by respondent-C.C. Ltd. in 1982. In 1986 respondent-CCL paid compensation to him and also under Land Looser scheme he was given employment. The case of this respondent (respondent No. 4) is that he had only 47.1/2 decimals of land and therefore in order to get employment he entered into an agreement with respondent No. 5 on 10.3.1994 so that he could have 3 Acres of land for obtaining employment. Respondent No. 4 contended that on execution of the agreement by respondent No. 5 and by giving consent of clubbing her land respondent No. 4 secured employment. In the counter-affidavit filed by respondent-C.C. Ltd. it is stated that the petitioner has no right to claim appointment as in view of the facts that employment under the policy of Land Looser's Scheme has already been offered to the rightful owner whose land has been acquired under the provisions of Coal Bearing Areas Acquisition & Development' Act, 1957. It is stated that the clubbing of the land has been done as per the provisions laid down in Guidelines for offering employment against acquisition and use of land. Respondents' case is that the land in question measuring 3.11 acres belonged to respondent No. 5 and the same was acquired under the aforesaid Act by notification dated 17/27.2.1982. It is stated that after 1982 there was no question of sale and purchase of the land in question by respondent No. 5. It is further stated that in 1995 respondent No. 5 executed an affidavit in which she clearly denied that she had any relation with the petitioner and taking advantage her illiteracy, petitioner managed to execute affidavit in his name.

5. Admittedly, the land in question at one point of time belonged to Smt. Bhulani Devi. The said land was acquired in 1982 under the provisions of Coal Bearing Areas Acquisition & Development Act, 1957 and the notification to that effect was issued vide notification dated 17/27.2.1982 (S.O.761) which was published in the Gazette of India dated 17/27.2.1982. Under Section 9 of the said Act. the right title and possession of the land is vested in the Central Government pursuant to the said notification free from all encumbrances. Petitioner is claiming to have purchased the land in question on 24.10.1994 for consideration of Rs.40,000/-. However, nothing has been stated whether that transaction was made by virtue of registered sale deed nor a copy of the sale deed has been annexed with the writ petition. Petitioner put heavy reliance on the ex parte judgment and decree passed in Title Suit No. 14/95. The said suit was filed for declaration of title and for permanent injunction. The case of the petitioner as plaintiff in the said suit was that he entered into an agreement with Smt. Bhulani Devi for purchase of the land and full consideration was paid. After execution of agreement he came in possession of the land. On the basis of that agreement plaintiff/petitioner sought a declaration of his title over the land in question. On the basis of said agreement the trial court decreed the suit of the plaintiff/petitioner.

6. It is well settled that an agreement to sale does not create any interest in immovable property. It is right in person and not in the estate. The right created under an agreement to sale, if not enforced in time, is of no avail unless decree for specific performance of contract is obtained and sale deed comes into existence. This Court therefore can not issue writ in the nature of mandamus directing the respondents C.C. Ltd. either to give employment to the petitioner or to direct the respondent-C.C. Ltd. to remove respondent No. 4 from the employment. It is for the respondent-C.C. Ltd. to reconsider the case of respondent No. 4, whether he got employment by making any false representation. As a matter of fact, respondent-C.C. Ltd. supported respondent No. 4 by asserting that there was scheme of clubbing of land in order to get employment and under that scheme respondent No. 4 was given employment.

7. For the reasons aforesaid, no relief can be granted to the petitioner. This writ application is therefore dismissed.

8. Writ application dismissed.