

Union of India Vs. Ramkishan

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Court : Delhi

Decided On : Feb-23-1979

Reported in : 1980RLR173

Judge : Avadh Behari Rohtagi, J.

Acts : Land Acquisition Act, 1954 - Sections 23

Appeal No. : Regular First Appeal Nos. 46, 131, 137 and 155 of 1977 and 116 of 1978

Appellant : Union of India;union of India ;union of India ;suraj Bhan ;chattar

Respondent : Ramkishan;bhagwana;deep Chand;union of India ;union of India

Advocate for Pet/Ap. : S.N. Chopra,; Charanjit Talwar,; K.N. Kataria,;

Judgement :

Avadh Behari Rohtagi, J.

(1) These are 5 appeals from the order of Addl. Distt. Judge. In all question relates to Compensation payable for lands in village Nangal Dewat, 2 appeals are by owners and 3 are by Union of India. This judgment will govern them all.

(2) Government acquired land measuring 5889 bighas 11 bids was for a public purpose connected with development of Palam Airport. Notification u/s of Land

Acquisition Act was issued on 3.12.71, After usual proceeding Collector made his award No. 23/73-74 on 20.7.73. He classified entire acquired land in 4 blocks. For each block, he made an offer of different Sum : Block 'A' Rs. 6,600.00, Block 'B' Rs. 6,000.00, Block 'C' Rs. 5,500.00 and Block 'D' Rs. 1,800.00 per bigha. Basis of his classification was land in block 'A' abutted on main Delhi Gurgaon Road and a road to village abadi in Nangal Dewat. Block 'B' comprised of land on road from village abadi to village Bijwasan. Block 'D' consisted of Bhatta lands. Remaining lands he grouped under block 'C'.

(A) owners did not accept offer of Collector. They required the matter to be referred to Civil Court u/s 18 of the Act. The matter came in due course before Additional Distt. Judge who enhanced compensation : Block 'A' Rs. 11,875.00; Blocks 'B' and 'C' amalgamated into one Rs. 10,000.00; Block 'D' Rs. 300.00 per bigha.

(3) An objection was taken to Collector's classification that distinction between blocks 'B' and 'C' was a distinction without a difference. The judge accepted this and combined block 'B' and 'C' and awarded a uniform rate of Rs. 10,000.00 per bigha.

(4) Before the judge, evidence produced was :1. Sale deeds (a) Sale deed dt. 28.3.68 executed by Mir Singh, Vendor in favor of Om Prakash purchaser. Sale was of 3 bighas of land in Nangal Dewat for 30,000.00. This shows that land was sold at Rs. 10.00 per sq. yd (b) Sale deed dt. 24.9.69 executed by Vendor Surjan in favor of Ram Phal, buyer. Sale was of 100 sq. yds. in Nangal Dewat for Rs. 2,000.00. This was made @ Rs. 20.00 per sq. yd. (c) Sale deed dt. 15.4.71 by Charan Singh in favor of Bhartu. Sale was of 500 sq. yd. in village Smalkla for Rs. 10,000.00. Price of this sale comes to Rs. 20.00 per sq. yd.

(5) Judgments : Besides above 3 sales, following judgments were also produced (1) Judgment of F.S. Gill, Addl, District Judge (as His Lordship then was) in respect of the lands acquired in the village of Nangal Dewat under s. 4 notification dated September 26, 1964. In these judgments the learned judge raised the compensation from Rs. 1,300.00 to Rs. 5,350.00 per bigha. The cases in which he delivered judgments are these ; (i) Jai Ram Singh v. Union of India, decided on

23.12.67. (2) Pyare Lal v. Union of India, decided on 20.3.68. (ii) The judgment of the division bench of the High Court in Pyare Lal v. Union of India dated 19.7.1972 in R.F.A. 150 of 1968, upholding the market price of Rs. 5,350.00 per bigha as fixed by Mr. F.S. Gill, Additional District Judge, (iii) Judgment of Mr. O.N. Vohra, Additional District Judge in Narain Singh v. Union of India, decided on February 1, 14, by which he fixed compensation at Rs. 6,600.00 per bigha for lands acquired under s. 4 notification dated December 6, 1966

(6) At this stage it may be mentioned that the decision of Mr. O.N. Vohra came in appeal to this court and I affirmed it in Union of India v. Narain Singh, R.F.A. 277 of 1974 decided on February 8, 1979.

(7) The upshot of his investigation was that the judge accepted the sale deed dated March 29, 1968, as a guide to the market value of the land which is the subject of these appeals. He held it to be a genuine sale. He rejected the sale deed dated September 24, 1969 as of being too small a plot. Of the deed dt. 15.4.1971 he thought it of little value as evidence of price on account of the fact that it pertained to village Smalkha, a different revenue estate altogether. The judgment of Mr. O.N. Vohra, Additional District Judge he did not find helpful as in his view it related to a s. 4 notification of 1966. For a like reason he did not attach much importance to the judgments of Mr. F.S. Gill, Additional District Judge given on the notification of 1964.

(8) Accepting the sale of March 28, 1968, as a proper basis for assessing the market value he allowed an increase of 5 per cent for the intervening years of 1968 and 1971 and enhanced the compensation in the manner above stated.

(9) From the decision of the Additional District Judge both parties appeal to this court. Union of India Claim that the award of the judge is utterly extravagant and should be lowered and reduced to the compensation fixed in his award by the collector. The owners, on the other hand, claim that the judge has awarded them less than the market value, They claim a further increase in competition.

(10) First I take up the appeals of the Union of India. Two principal arguments were raised by Mr. S. N. Chopra, counsel for the Union of India. Firstly, he said

that the sale of 28-3-1968 is a doubtful transaction inasmuch as full consideration of Rs. 30,000.00 was not paid before the Sub-Registrar. Only Rs. 20,000.00 were paid before him. The balance consideration of Rs. 10,000.00 was acknowledged to have been received earlier on account of earnest money. This amount of Rs. 10,000.00 which was so acknowledged, counsel said, was in fact never paid. Though the transaction as such is not disputed, what is said is that the price stated therein is a fanciful value and bears no relation to the real market value. The argument is that this transfer was made for the purpose of creating a fictitious standard of value as the impending acquisition was in the air and people knew that soon acquisition proceedings will be afoot. Counsel contended that to bolster their claim the owners thought about this sale transaction while in truth and in fact Rs. 10,000.00 were never paid and the real consideration for the sale that actually passed was Rs. 20,000.00 which would work out to a price of Rs. 6,600.00 per bigha and not Rs. 10,000.00 per bigha as is stated in the instrument. Counsel further submitted that the real price paid was Rs. 6,600.00 per bigha which is confirmed by the fact that the Additional District Judge Mr. O.N. Vohra had himself awarded Rs. 6,600.00 per bigha for land acquired under s. 4 notification dated December 6, 1966.

(11) A number of circumstances were relied upon for this contention. It was said that the agreement dated March 16, 1968 which it is alleged preceded the execution of the sale deed and which was produced in court is a manufactured document as it has not been mentioned in the sale deed dated March 28, 1968, as is the usual practice with conveyancers. It was then said that the eastern part of Khasra No. 1541/2 which was conveyed was not detailed in the agreement at all. Then it was said that there is no evidence of any previous negotiations between the parties preceding the execution of the agreement on 16.3.1968. It was pointed out that though the agreement allowed one month's time for the completion of the sale the sale deed was executed before 12 days expired from the date of the agreement dt. 16.3.68 is a spurious document as it was written and attested by interested persons whose lands had also been acquired.

(12) Lastly, it was argued and this is the main ground of attack that Kalu Ram, father of the purchaser Om Parkash, who had actually paid the amount of Rs.

10,000.00 to Mir Singh, vendor, on 16-3-1968, was not produced in evidence, presumably for the reason that he was not willing to support a false sale.

(13) To prove the sale deed dated March 28, 1968 the vendor, purchaser, scribe and attesting witness were all produced in evidence. They all deposed to the genuineness of the agreement dated March 16, 1968, and to the sum of Rs. 10,000.00 which was paid on its execution. The pradhan of the village admitted that he scribed the agreement at the request of Om Parkash. Ram Kalan who attested it deposed to its execution in his presence. The vendor and the purchaser admitted that it was executed and the earnest money was paid to bind the bargain. Om Parkash in his evidence stated that his father Kalu Ram was doing vegetable business and he took the money from him. A number of receipts were produced to show the income from produce. This evidence was led in order to prove that Om Parkash was a man of means and not a mere man of straw.

(14) The judge discussed the evidence in minute detail. He found as a fact that the agreement was executed and the earnest money of Rs. 10,000.00 was paid there under on March 16, 1968. I think there was evidence on which he could so find. The judge saw the witnesses. He watched their demeanour. He accepted their testimony as trustworthy. He held that full price was paid by the purchaser as set forth in the conveyance.

(15) I agree with the finding of the judge. His conclusion is in consonance with the evidence produced before him. I cannot hold that the receipt of Rs. 10,000.00 is a fictitious or bogus document. There are three reasons for this view. Firstly, there is nothing inherently improbable in this transaction of sale. The land occupied an advantageous position, situated as it is on the main Delhi-Gurgaon Road. It was an excellent site for business. It is hard to believe that no purchaser was prepared to pay Rs. 30,000.00 for 3 bighas of land at that time. Prices were ruling high. There was a rising market as the sale deeds of 1969 and 1971 indicate. Before the collector a wealth-tax order was produced by the owners for the assessment year 1970-71. The wealth-tax officer had assessed the value of land situated in this village of Nangal Dewat at Rs. 10,000.00 per bigha. Keeping this fact in mind it appears that the sale of 28-3-1969 was a perfectly normal transaction. The

witnesses from the village attested it. Their testimony cannot be rejected on that account. It is true that the village pradhan and Ram Kalan's lands had also been acquired. But for that matter the entire village land was acquired. It was impossible to get a witness who was not a suitor in a claim for compensation.

(16) The second reason is that the purchaser Om Perakash had nothing to gain by entering into this doubtful transaction, as counsel called it. He was, if the argument were accepted, entering into a hazardous and speculative transaction because he was investing money in a land which he well knew will soon be acquired. In such cases one can never know what will be the award of compensation ultimately by the court and after how many years of litigation. Om Perakash was a resident of Masjid Moth. He did not reside in this village. Why should he enter into a stepped-up sale is not quite easy to understand.

(17) Thirdly, the Government has not adduced any evidence in rebuttal to prove the spurious nature of the agreement and the sale to the extent of the consideration of Rs. 10,000.00. Many of the points now raised to create suspicion in the mind of the court were not pursued in cross-examination. No questions were put to witnesses to show that price paid was a fancy price. The discrepancies relied upon are so unsubstantial in themselves as not to amount to any evidence in favor of the Government on which to rest a judicial conclusion that partial consideration for the sale never passed. I am therefore of the view that the sale of 28.3.1968, cannot be doubted for the reasons ascribed by counsel for the Union of India.

(18) The second contention more ingenious than commendable was raised on behalf of the Government resting on the assumption based on the observation of the collector that there was 'a downward trend in prices from 1969 to 1971'. The collector in his award had said this : 'A scrutiny of the sale transactions has revealed that there is no evidence whatsoever regarding the rise in the trend of prices from 1969 to 1971. This can be attributed to the proposed acquisition of land for expansion of Palam Airport as no purchaser would like to invest money in land which was proposed for acquisition.'

(19) Counsel heavily relied on these observations and in support of his submission he referred me to a mutation mentioned in the collector's award which shows that the highest sale of land was a sale deed dt. 25.9.1969 for Rs. 7,500.00 per bigha. Basing himself on this transaction counsel contended that the prices never went beyond Rs. 7,500.00 per bigha till the end of 1971 when the whole land was acquired by the Government.

(20) Counsel relied upon three other factors in support of his submission. Firstly, he submitted that there was an immediate threat of aquisition in this locality as is born outs by the appointment of a Committee under the chairmanship of J.R.D. Tata on 19.7.1967, to consider the feasibility of setting up international airport authorities at Delhi, Bombay and Calcutta. As the International Airport Committee was appointed on 19-7-67 counsel maintained that this was a depressant influence on the prevailing market prices and discouraged persons from buying lands. The Tata Committee on 5-4-68, submitted an interim report (RY). On 4-9-68, they made a report of their study groups (RX). On 24-4-69, the committee embodied their conclusions in a final report known as the report of Tata Committee. The labours of the committee finally led to the passing of the International Airport Authority Act 1971 which received the assent of the President of India on 8-12-71 and came into force on 1-2-72.

(21) In (he second place counsel referred me to the statement of Om Parkash, purchaser, in the sale dt. 28-3-68. A question was put to him. In reply he said ; 'The land in question was purchased for poultry farm. The said business was not started as the land in dispute was acquired.'

(22) His answer was recorded on 4-8-76. Counsel submitted that this clearly proves that Om Parkash purchased the land knowing fully well of the impending danger of aquisition in the near future.

(23) Thirdly, counsel referred to the past history of acquisition in this village. The village of Nangal Dewat has been the subject of successive notifications under the Act. The expropriator's axe fell on it as many as five times. On 27-5-61, the first notification under s. 4 was made acquiring 6 bighas of land. The Adj in proceedings for compensation awarded Rs. 3,000.00 per bigha. The second

notification came on 26-9-64. Land measuring 1674 bighas was acquired for which the Adj gave compensation at the rate of Rs. 5,350.00 per bigha and which the division bench on appeal affirmed. The third notification was promulgated on 12-2-65 acquiring there under land measuring 150 bighas for which also the same award of Rs. 5,350.00 per bigha was made. The fourth notification was issued on 6-12-66 acquiring 255 bighas of land for which the awarded Rs. 6,600.00 per bigha as compensation and appeal against his decision was dismissed by me on 8-2-79. Last of all came the present notification of 3-12-71, by which the remaining lands of this village were acquired and what was begun in 1961 was completed in 1971.

(24) Counsel says that an immediate threat of acquisition, the reports of the Tata Committee, Om Parkash's own statement and the past history of acquisition are ample evidence in support of his contention that the prices in the market registered a steep decline between 1969 and 1971 and no one was willing to buy land at high rates. A series of acquisitions had a depressant effect on a people engulfed by fear. Such is the burden of the argument. I cannot accept this contention. There is no evidence that people in the village got wind of the appointment of Tata Committee. Only its reports were produced in evidence. No one on behalf of the Government has come forward to depose that the appointment of the committee had a deterring influence on prices, that people generally knew of the coming acquisition, that study groups actually visited the village to survey the scene of their operations, that people were not prepared to buy or sell lands. No one on behalf of Government has said that coming acquisition was an open secret and that the impending doom was pre-ordained. owners' witnesses positively denied the suggestion of knowledge attributed to them. They said that they were living happily and it was not present to their minds that the Government had some grandiose scheme of international airports in contemplation and that they soon would be torn up by the roots from their farms and fields. Whether the scheme is visionary or had some probability in it no one could divine. The reports of the Tata Committee were confidential. They were not on sale. Om Parkash's statement means that he could not start business because ultimately the land was acquired. Why he did not do so for three years that elapsed between 28-3-68 and 3-12-71 was never asked. To build an argument on one sentence torn from a witness's

statement is against all methods of weighing judicial evidence. It is a misreading of Om Parkash's statement that he had knowledge of coming acquisition. In these circumstances it will be a far fetched conclusion to say that the Government plans had become known to the people in the village and that the sale transaction of 28-3-68 was a made up affair concocted for the purpose of creating a standard of value.

(25) Another factor of great importance is that the sale deed dated 28.3.68, was executed before the Tata Committee submitted its interim report on 5.4.68. No one could have known that the Committee has made recommendations in favor of the Government scheme and that they will soon take steps to acquire the land to implement the scheme. Counsel then said that in any case the appointment of Tata Committee had taken place before the sale. This is true. But there is no evidence that the terms of reference included the acquisition of land and that the study groups went to the village to survey the land. The suggestion that the people knew of the impending acquisition has no foundation in fact. To say that people knew of what was in the air is to give solidity to wind, to use a phrase of George Orwell.

(26) There is another answer to this contention It is true that the threat of acquisition has a depressing effect on the market and as a sequel to it sales are few and far between. Paucity of sales and a general thaw such is the chilling influence of the grasping hand of the expropriator. But the Government cannot take advantage of its own action if as a result of the acquisition prices go down. The Government cannot say to the owner 'We will take your fortune for a farthing.' (See *M/s D.L.F. Housing and Construction (P) Ltd. v. Union of India.* and *Dewan Anand Kumar v. Union of India.* : AIR1973 Delhi102

(27) Compensation has to be 'a full and perfect equivalent' for the acquired property. The value of the property at the time of taking, as depreciated or depressed by the prospect of compulsory acquisition, is not the proper basis for compensation but rather the value as it would be at the time of taking if it had not been subject to the debilitating threat of acquisition and was not being taken (See *American Jurisprudence*, Vol. 27, 2nd ed. para 266). The theory of compensation

is based on the principle of equivalence. There is not the slightest reason for not giving the owner the benefit of value which prevailed in the market at the time of expropriation. To do otherwise would be to permit the acquiring authority to acquire property at less than the fair market value.

(28) Indeed when one comes to close quarters with counsel's objection, it seems to resolve into no more than this, that the court gave undue weight to the price paid on this particular sale of land in the vicinity as affording a guide to the compensation to be awarded in the case before the judge. In my opinion the judge was quite right in accepting this sale as a fair test of value. That there had been an upward trend in the market value generally is not only indisputable as a matter of opinion, but is affirmatively supported by satisfactory proof. The wealth tax order to which I have already referred supports the judge in the view he took. The Government cannot value the same land at one figure for purposes of land acquisition and at another figure for purposes of wealth tax. (See *M.C. Chockalingam v. State* Air 1976

(29) It was said that the wealth tax order was not produced in court and therefore it cannot be read in evidence. It was produced by the owners before the collector. He has referred to it. Why cannot it be referred to in these proceedings when the Government's own agent admits that the wealth tax order showed that the authorities under the Wealth Tax Act had valued the owner's land for assessment year of 1970-71 at Rs. 10,000.00 per bigha is not comprehensible.

(30) I would therefore hold that the sale of 28.3.68 was genuine, that full consideration passed between the vendor and the purchaser and that it is a safe and reliable guide for the ascertainment of market value in this case. In the result the appeals of the Union of India are dismissed leaving the parties to bear their own costs,

(31) In now turn to the owner's appeals, Suraj Bhan, appellant in R.F.A. 155 of 1977, has claimed the maximum compensation of Rs. 15.00 per sq. yd.

(32) On behalf of the owners reliance has been placed on the sale deed dt. 15.4.71, which relates to a sale of a plot of 500 sq. yds in the village of Smalkha

for Rs. 10,000.00. Basing themselves on this sale counsel contend that the prices in the market were ruling high at that time and that if for a plot of 500 square yard the prevailing price was Rs. 20.00 per sq. yd. they are entitled to an award of at least Rs. 15.00 per sq. yd. as is the maximum claim.

(33) Counsel for the Union of India in answer has made two submissions. Firstly, that this sale relates to another village and secondly that the collector's award showed that the prices in village Nagal Dewat never reached beyond Rs. 7,500.00 per bigha. It is true that Smalkha is a different revenue estate but it adjoins this village and land which was sold is situated at a distance of less than a furlong from the village of Nangal Dewat. That the sale is genuine has also not been disputed. Charan Singh, vendor, came in the witness box to prove the sale. This sale can certainly be admitted in evidence for the purpose of ascertaining the market value because the land sold is situated in reasonable proximity and the village itself is in the immediate vicinity. As regards the second submission it should be noted that the collector had himself discarded the transaction of sale dt. 25.9.69, for the price of Rs. 7,500.00 per bigha on which Union of India relies so heavily. He based his award not on sale transactions. With that evidence he himself was not satisfied. For his award he relied on the judgment of Mr. F.S. Gill in *Pyare Lal v. Union of India* where the learned judge had awarded Rs. 5,350.00 per bigha for the land acquired under the notification dt. 26.9.68 and which was subsequently affirmed in appeal on this point. When the Government's own agent has not relied upon the sale of Rs. 7,500.00 dt 25.9.69, what worth is such a transaction. Moreover, it is a mutation and is of little value as evidence of price.

(34) There is another sale deed dt. 24.9.69 in which 100 square yards was sold for Rs. 2,000.00 As regards this sale it was said that it was never properly proved because the original sale deed was not produced and only a certified copy was tendered in evidence. An objection was taken by counsel at that time. The record shows this. But it was never persisted in. If counsel had persisted in the objection and the judge had decided it the owner would have brought the original sale deed on the record. The seller Surjan was giving evidence at the time the objection was taken. He has pledged his word for this sale. The collector has himself referred to document. thereforee factum of sale cannot be disputed and that the price paid

was Rs. 20.00 per sq. yd. also cannot be doubted.

(35) The judge has refused to rely on these two sales. But in my opinion they cannot be thrown out of consideration. Though they cannot be accepted as a guide to the market value of large tracts of land yet they are illustrative of a rising market. True it is that compensation cannot be awarded on their basis, but they represent the upward market trend. To award compensation for large tracts of lands on their basis will be misleading. All that it means is that misleading importance has not to be given to sales of small plots while valuing large plots. The judge did not attach any value to these sales. In my opinion it will not be right to ignore them altogether as having no place at all in a rigid system of calculation. They may be of great importance or little, according to the circumstances of the particular case. But nevertheless they swim in a valuer's ken. He gives them such weight as he thinks proper. (See *Nowroji v. The Govt. of Bombay*, I.L.R. 49 Bom. 700. In any method of valuation the court has to weigh the equities and hold the scales properly balanced between the rights of private owner and the interest of the community.

(36) The learned judge adopted a formula of 5 per cent of yearly increase which he allowed on the market price of Rs. 10.00 per sq. yd. obtaining on 28.3.68. He said : 'The value of land had been on increase in Delhi every year constantly, the rate of land had been on increase and there is a tendency of rising prices of land in Delhi. The Judicial courts had been allowing an increase of 5 per cent every year in rising prices of land in Delhi. Under these circumstances an increase is allowed of 5 per cent for the period 3 years to the value of land at the rate of Rs. 10,000.00 per bigha which existed on 28.3.68, the increase would be about Rs. 1,875.00.'

(37) I cannot agree with this approach. No decision of yearly increase was cited before me. Market-value is the basic conceptual tool in the law of compulsory acquisition. (See s. 23(1) of the Act). Market value is the price which a willing seller might reasonably expect to obtain from a willing purchaser. And market value has to be inferred from an examination of actual transactions. The award of compensation is not an algebraic problem which can be solved by an abstract

formula. (Nowroji v. Govt. of Bombay, supra).

(38) Potentiality is a true element of market value. The learned judge did not take into account the potentiality of land. On this aspect I feel bound to differ from him. The value to the owner consists in all advantages which the land possesses, present or future. It is the duty of the valuer to take into consideration every intrinsic quality and every intrinsic circumstance which tends to push the value up or down, just because it is relevant to the value. I think the land here should be estimated more highly than what the learned judge has given. The land which forms the subject of these appeals occupied a highly advantageous position. Its geographical position shows that it is surrounded by cantonment on one side, Palam Aerodrome on the other. It is situated on main Delhi Gurgaon Road, enjoying all the modern amenities like electricity water transport, a railway station (at Shahbad and Bijhawasan at a short distance) and the village of Smalkha is in the South of Nangal Dewat. The owners have set up poultry and dairy farms. There is evidence of increasing business activity in the locality. The witnesses stated that they bought and sold lands for poultry and dairy farms. That there were anxious purchasers for setting up business in this commercial centre can also be inferred from actual transactions which were given in evidence. The collector had awarded nearly Rs. 10 Lakhs for the value of a structure for poultry farms such as Universal Poultry Farms and Popular Farm. The Delhi Land Reforms Act 1954 to which this land is subject has given an extended meaning to the term 'agriculture'. It includes within it 'purposes connected with agriculture, horticulture or animal husbandry which includes pisciculture and poultry farming'. (See s. 22 of Delhi Land Reforms Act).

(39) The learned judge has refused to take two sale transactions of 24-9-69 and 15-4-71 into account on the ground that the sales were made for business purposes. That agricultural land was also being used for a nourishing business is in fact indicative of potentiality of land. It is not a ground for discarding the evidence of sales.

(40) What value should therefore be fixed for the given date, that is, 3-12-71 In all valuations there is an element of guess work. As the Privy Council said in Secy. of

State v. C. P. & Co. ILR. 26. Bom. 1. 'In all valuations, judicial or other, there must be room for inferences and inclinations of opinion which being more or less conjectural, are difficult to reduce to exact reasoning or to explain to others',

(41) 'THE successive awards in acquisitions in this area from 1961 to 1966 and the sale dt. 8-2-68, are an empirical evidence of a constant rise in prices ranging between 15 per cent at the lowest and 40 per cent at the highest. They give us value-idea, seen from a statistical standpoint, if we go by figures. Prices rise like a tidal wave and engulf us. We are caught in a vicious spiral of rising prices and wages.

(42) Taking all the factors into account I accept the appeals of the owners and cross-objections (C.M. 660 of 1977) in R.F.A. 46 of 1977 and enhance the compensation from Rs. 11,875.00 per bigha to Rs. 13,000.00 per bigha for block 'A' lands and for lands of blocks 'B' and 'C' from Rs. 10,000.00 per bigha to Rs. 11,000.00 per bigha and for block 'D' lands which are bhatta lands from Rs. 3,000.00 to Rs. 7,000.00 per bigha. The owners will also be entitled to 15 per cent solarium and 6 per cent interest per annum on the enhanced compensation from the date of dispossession till the date of payment and proportionate costs.

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