



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.1983 OF 2023
WITH
INTERIM APPLICATION NO.7680 OF 2023
AND
INTERIM APPLICATION NO.7681 OF 2023
IN
WRIT PETITION NO.1983 OF 2023

1. Ashok Gangadhar Puranik
2. Atul Gangadhar Puranik

...Petitioners

Versus

1. State of Maharashtra through the office of Government Pleader, High Court, Bombay
2. The Deputy Collector (Land Acquisition) / SLAO, Metro Centre No.1
3. The Dy. Commissioner, Konkan Division, Acquisition/Award branch
4. The Tahsildar, Tahsildar & Executive Magistrates Office
5. The Circle Officer
6. Citi Bank N.A.
7. Citi Bank N.A.

8. The District Collector (IAS) Raigad
9. The Divisional Commissioner (IAS) Konkan
10. CIDCO through the office of The Managing Director & Vice Chairman (IAS) CIDCO
11. The Urban Development– 1 Department through the office of the Principal Secretary / Additional Chief Secretary (IAS)
12. The Revenue & Forest Department through the office of The Principal Secretary (IAS)

...Respondents

ALONG WITH

WRIT PETITION NO. 7604 OF 2018

AND

CIVIL APPLICATION NO. 1792 OF 2019

IN

WRIT PETITION NO. 7604 OF 2018

Ranjit Anand Puranik

...Petitioner

Versus

1. The State of Maharashtra
2. The Secretary,
Urban Development Department,
Mantralaya, Mumbai
3. The Commissioner
Kokan Division, CBD Belapur,

Navi Mumbai

4. The Collector,
Alibaug, Raigad

5. Mrs. Ashwini Patil

6. Dy. Collector, Special Land Acquisition Officer

7. City and Industrial Development Corporation

8B. Gouri Arunkumar Suvarna

8C. Gayatri Anand Puranik

9. Ashok Gangadhar Puranik

10. Atul Gangadhar Puranik

...Respondents

ALONG WITH

WRIT PETITION NO. 10264 OF 2023

Ranjit Anand Puranik

...Applicant

Versus

1. The State of Maharashtra

2. The Secretary,
Urban Development Department, Mantralaya,
Mumbai

3. The Divisional Commissioner,
Konkan Division, CBD Belapur, Navi Mumbai

4. The Collector,

5. Dy. Collector, Special Land Acquisition Officer

6. City & Industrial Development Corporation

7B. Gouri Arunkumar Suvarna

7C. Gayatri Anand Puranik

8. Ashok Gangadhar Puranik

9. Atul Gangadhar Puranik

10. Court Receiver

...Respondents

Mr. Shailendra S. Kanetkar *a/w Sapana Rachure, i/b Govind Solanke, Advocates for Petitioner in WP/1983/2023.*

Mr. Pradeep Thorat *a/w Malcolm Signporia, Bharat Jain, Abhishek Dubey, Vasundhara Soni & Swapnil Gupta, i/b M/s. Economic Laws Practice, Advocates for Petitioner in WP/10264/2023, WP/7604/2018 & Intervenor in IA/7681/2023.*

Mr. G.S. Hedge, Senior Advocates *a/w P.M. Bhansali, Advocates for Respondent-CIDCO.*

Mr. S.B. Kalel, AGP *for Respondent-State.*

Mr. Shailendra S. Kanetkar, *i/b Ms. Sapana Rachure, Advocates for Respondent Nos.8 & 9 in WP/10264/2023 & for Respondent Nos.9 & 10 in WP/7604/2021.*

**CORAM : G. S. KULKARNI &
SOMASEKHAR SUNDARESAN, JJ.**

**RESERVED ON: JULY 18, 2024
PRONOUNCED ON: NOVEMBER 26, 2024**

JUDGEMENT: (*Per, Somasekhar Sundaresan J.*)-

1. Rule. Respondents waives service. Rule made returnable forthwith. With the consent of the parties, Writ Petition is taken for final hearing and disposal.

2. These Writ Petitions relate to an acquisition of land bearing survey no. 59/8 admeasuring 3 Hectares, 72.3 Ares situated at Village Asudgaon, Taluka Panvel, District Raigad (“**Subject Property**”) . The Subject Property was notified to be acquired for the New Bombay project, for which the City and Industrial Development Corporation (“**CIDCO**”), Respondent No.7 came to be formed.

The Parties:

3. Before setting out the contents of each of these Writ Petitions, it would be instructive to note the arraignment of the parties involved. One Mr. Gangadhar Vishnu Puranik (“**Gangadhar**”) was originally the owner of the Subject Property. He had three sons, namely, Mr. Anand Gangadhar Puranik (“**Anand**”), Mr. Ashok Gangadhar Puranik (“**Ashok**”) and Mr. Atul Gangadhar Puranik (“**Atul**”). Upon the demise of Gangadhar, the names of Anand, Ashok and Atul came to be mutated as heirs inheriting the Subject Property. Anand passed away on October 20, 2023.

Writ Petitions:

4. Anand's son is Mr. Ranjit Anand Puranik ("**Ranjit**"), who has filed Writ Petition No. 7604 of 2018 ("**WP 7604**") seeking a declaration that the acquisition of the Subject Property should be declared as illegal and struck down, *inter alia* on the premise that the Subject Property is ancestral joint family property, in which Ranjit has an interest. Upon the demise of Anand, Ranjit has added his mother (widow of Anand) Sheela Puranik and his two sisters namely, Gouri Arunkumar Suvarna and Gayarti Anand Puranik as parties in WP 7604, as legal heirs of Anand.

5. Ashok and Atul have filed Writ Petition No. 1983 of 2023 ("**WP 1983**"), seeking a direction that the acquisition of the Subject Property, which is incomplete, be concluded, releasing the balance amounts due to them, and which is deposited with the Registry of this Court, pursuant to an order dated February 24, 2023. WP 1983 also seeks the quashing and setting aside of specific communications with various State authorities asking for repayment of the advance compensation that had been paid to them in connection with the acquisition of the Subject Property. A letter dated October 1, 2021 had been issued by the Deputy Commissioner, Konkan Division,

Acquisition/Award Branch, Government of Maharashtra to this effect, and various orders and letters thereafter culminated in a mutation entry No. 1349 dated February 18, 2022.

6. Ranjit has also filed Writ Petition No. 10264 of 2023 (“**WP 10264**”), seeking the quashing and setting aside of the entire proceedings relating to the acquisition of the Subject Property. In WP 10264, Ranjit has sought a declaration that acquisition of the Subject Property has lapsed and has demanded that possession of the Subject Property be handed over to the Court Receiver, who had come to be appointed in Civil Suit No.339 of 1970 (“**CS 339**”), which was old family litigation involving partition of ancestral property. At the heart of the controversy lies a confusion over whether the Court Receiver was at all in possession of the Subject Property, when possession of the Subject Property was taken over by the State – we advert to it later.

Factual Background:

7. A brief overview of the facts relevant for adjudicating these Petitions, may be summarized as under:

- a) Anand, Ashok and Atul, siblings, being sons of Gangadhar, inherited the Subject Property, with each having one-third undivided equal ownership of the Subject Property;
- b) The Subject Property is part of various parcels of land situated across 95 villages that were notified for acquisition for the CIDCO Navi Mumbai Town Project in the 1970s under the Land Acquisition Act, 1894 ("**1894 Act**"). The said acquisition lapsed and there was no further activity on the same until 2012;
- c) On July 23, 2012 a notification for acquisition under Section 4 of the 1894 Act came to issued, followed by a notification dated December 12, 2012 under Section 6 of the 1894 Act, a notification dated January 1, 2013 under Section 9 of the 1894 Act, followed by a draft award in 2013;
- d) In November 2017, CIDCO deposited the compensation amount payable towards the Subject Property, on the basis of revised calculation of the award value with the Deputy Collector, Land

Acquisition, who was the Special Land Acquisition Officer;

- e) Such acquisition lapsed in March 2018, but a notification dated April 27, 2018 was once again made for acquisition under the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 (“**2013 Act**”) pursuant to a proposal by CIDCO dated March 21, 2018;
- f) The Subject Property had been the bone of contention in past family litigation. In 1970, Atul filed CS 339 for partition of joint family properties and various other connected reliefs, with Anand and Ashok as Defendants. A Court Receiver came to be appointed pursuant to a Consent Order dated September 14, 1970 in respect of various joint family properties;
- g) On December 12, 1977 the suit came to be disposed of with Gangadhar, Atul, Ashok, Anand and Mrs. Girijabai Gangadhar Puranik (“**Girijabai**”, the wife of Gangadhar and mother to the three siblings) having an apportionment of one-fifth share in the joint family

properties;

h) Gangadhar died on August 21, 1980 leaving behind a Will dated April 6, 1980 bequeathing all his properties to Girijabai, who also passed away on October 5, 1997, leaving a Will dated October 8, 1992, appointing Ashok and one Sharmila C. Talwalkar as executors. The said Mrs. Talwalkar refused to act as an executrix and Ashok continued as sole executor under the said Will;

i) Probate was granted by an order dated November 22, 1996 in respect of the Will of Gangadhar;

j) On July 29, 1996 a memorandum of understanding was signed to settle the disputes that was subject matter of CS 339, and for consequential discharge of the Court Receiver. A settlement agreement dated August 3, 1996¹ was executed for release of properties under the custody of the Court Receiver. On December 24, 1996, the Court Receiver stood

1 In the Petition, the date of this settlement agreement is stated to be August 6, 1996. The Learned Single Judge in his order dated October 28, 2021 has referred to the said document as being dated August 3, 1996. Hence, this is the date adopted throughout this judgment.

discharged by an order of a Learned Single Judge of this Court;

k) Consequently, after the death of Gangadhar and Girijabai the names of Anand, Ashok and Atul came to be entered as the recorded land owners of the Subject Property, and mutation entries to this effect came to be passed;

l) On January 20, 2003, the notice of motion was made absolute and the Court Receiver stood fully discharged. At this stage, the Subject Property was part of the lands that had been notified at that time for acquisition by CIDCO;

m) Anand, Ashok and Atul filed Writ Petition No. 2343 of 2011 (“**WP 2343**”), seeking a direction that CIDCO should be directed to complete the acquisition, pay compensation and allot them different land under the then applicable policy. WP 2343 came to be disposed of by an order dated August 16, 2011, directing that the proposals submitted by the Collector for acquisition of the said land must be processed and an

award should be passed;

n) Contempt Petition No. 356 of 2012 came to be filed alleging inaction on this Court's order dated August 16, 2011, which came to be disposed of by an order dated August 16, 2013, holding that there is no contempt;

o) Ranjit alleged that an oral partition had taken place in 2002 in his family, and filed Civil Suit No. 462 of 2017 ("**CS 462**"), seeking a declaration that he had a 60% share in the share of Anand in the family properties, and also arraigned Ashok and Atul as defendants in CS 462. By an order dated August 2, 2018, the Learned Civil Judge Senior Division, Panvel deleted the name of Ashok and Atul from CS 462. Instead, Anand and his wife (Ranjit's mother) were directed to secure one-fifth amount of the compensation received by Anand towards acquisition of the Subject Property, as a potential future share of Ranjit;

p) Ranjit filed Writ Petition No. 13389 of 2017, seeking a

declaration that the acquisition of the Subject Property initiated in December 2012 had lapsed. The said Writ Petition was disposed of by an order dated July 26, 2019 stating that the acquisition has lapsed and nothing survives for consideration;

- q) Ranjit filed one more Writ Petition (Stamp) No.14933 of 2019, wherein on May 24, 2019, this Court issued a direction to the Deputy Collector to hear his objections and subsequently Petition was disposed of on July 26, 2019 as not pressed;
- r) In WP 7604, Ranjit filed a Civil Application No.1792 of 2019 to join the Court Receiver appointed in CS 339, as a party;
- s) Ranjit filed yet another Writ Petition (Stamp) No. 18849 of 2019 complaining, amongst others, about absence of a proper opportunity for him to make representations in relation to the land acquisition, which came to be disposed by an order dated September 17, 2019, with liberty to Ranjit to file a claim before Special Land Acquisition Officer, who

was also given directions to grant fresh hearings and pass appropriate orders;

t) On June 30, 2018, possession of the Subject Property was handed over to the State in terms of a possession receipt. Consequently, advance compensation to the extent of 80% of the estimated value of the land was paid to Anand, Ashok and Atul;

u) Contempt Petition (Stamp) No.197 of 2019 was then filed by Ranjit alleging that handing over of possession of the Subject Property on June 30, 2018, was in contempt of this Court since it was in the possession of the Court Receiver. This petition eventually came to be dismissed by an order dated October 28, 2021, observing that indisputably, Anand, Ashok and Atul were holders of the Subject Property and holding that it would be difficult to draw an inference that delivery of possession of the Subject Property handed over on June 30, 2018 was disobedience of the Court's orders;

v) A series of correspondence followed between the

Deputy Collector, Land Acquisition, the District Collector Raigad, the Divisional Commissioner, Konkan and the Court Receiver in connection with the proposal of acquisition of the Subject Property. By letter dated March 23, 2021 the Deputy Collector addressed a letter to the Court Receiver stating that a District Collector, Raigad had received a letter dated March 21, 2018 for the proposal for acquisition of land by CIDCO and certain amounts in respect of the acquisition had been received, and that the land owners had applied on April 20, 2018 for payment of advance compensation and consequently handed over possession of the Subject Property on June 30, 2018. The letter also recorded that the draft award had been sanctioned on May 31, 2019 and that on January 28, 2020, it was found that 2020 Square Meters had already been used in the Mumbai-Pune Expressway:

w) On February 26, 2021, CIDCO instructed that land acquisition process must continue in respect of the remaining area of land leading to a Corrigendum under Section 19 of the 2013 Act being published on

March 5, 2021;

- x) In terms of the sanctioned draft award and the revised area of land acquired, advance compensation amount was calculated at Rs.60,56,12,000/- out of which Rs. 35,54,38,000/- had already been paid as advance compensation under extant policy, leading to the balance amount payable to the three land owners amounting to Rs.24,01,74,000/-. The Deputy Collector sought directions from the Court Receiver as regards disbursement of the remaining amount to the three land owners;
- y) The Court Receiver forwarded a letter to the parties to CS 339 seeking their replies, and all of them replied between April 27, 2021 to April 29, 2021;
- z) Ranjit filed an Intervention Application in the hearing of Court Receiver Application Report dated August 12, 2021 in CS 339, seeking directions in respect of the letter that had been received from the Deputy Collector;

aa) Eventually, the Deputy Collector, by a letter dated October 8, 2021, directed Citibank to freeze the accounts of Ashok and Atul (into which the advance compensation had been paid), and the Bank proceeded to follow the instructions to freeze the accounts;

bb) The Deputy Collector wrote to Ashok, Atul and Anand on October 8, 2021 asking them to return the amount of Rs.35,54,38,000/- paid as advance compensation on the premise that these have been wrongly paid to them, since it was the Court Receiver to whom the amounts ought to have been paid. It was stated that failure to return the amount would lead to recovery of the amounts as if they were arrears of land revenue;

cc) On October 28, 2021, the Court Receiver was discharged pursuant to an affidavit filed by the parties to CS 339. Ashok and Atul demanded that the Deputy Collector, Land Acquisition and the Deputy Commissioner, Konkan must withdraw their letters

demanding return of the advance compensation amount;

dd) On February 18, 2022, Mutation Entry No.1349 was made by the Tehsildar in Panvel, entering the names of the Deputy Collector in the land records for the Subject Property; and

ee) Consequently, WP 1983, filed by Ashok and Atul, was amended to seek quashing of the direction by the State authorities to refund the advance compensation amounts received by the three siblings, with a direction that the acquisition proceedings be completed, with the balance amount due to them being paid.

Analysis and Findings:

8. This is an extraordinary case. Three Petitions – two by Ranjit and one by Ashok and Atul fall for consideration, in connection with acquisition of the Subject Property. Against this backdrop, this judgment deals with the varying claims and prayers made by Ashok and Atul on one hand, and by Ranjit on the other hand, in respect of the

Subject Property. It is evident from the record that possession of the Subject Property has been acquired by the State, and that an advance compensation amount too has been paid under the applicable policy. Even a mutation entry recording the ownership of the State has been entered in the land records.

9. In the pleadings, initially the State authorities had latched on to the role of the Court Receiver as the person purportedly in possession of the Subject Property, and stated that Anand, Ashok and Atul could not have handed over possession of the Subject Property to the State and that they could not have received the advance compensation. They squarely blamed a previous Special Land Acquisition Officer for having distributed the advance compensation. CIDCO, on its part, claimed that the land acquisition has lapsed and consequently the disbursement of the amounts to the three brothers was incorrect, and if at all, the amounts ought to have been deposited with the Court Receiver. It will therefore be seen that at the heart of the controversy, across the Petitions, is the question as to whether the Court Receiver was truly in possession of the Subject Property, and whether it was the Court Receiver who ought to have been paid the advance compensation amount.

10. The State has admittedly taken possession of the Subject Property on June 30, 2018, and paid advance compensation, in terms of the policy to incentivize conflict-free and speedy acquisition of land. Yet, on the premise of the Court Receiver having purportedly been in possession, the State has sought a refund of the amounts paid as advance compensation, and has also taken coercive steps to recover the compensation already paid even while making mutation entries to assert its ownership over the Subject Property. In the result, the owners of property have been deprived of their precious right to property and have also faced a freezing of their bank accounts ostensibly, as a means to recover the compensation paid.

11. To add to the mix, CIDCO has taken a stand that although a sum of Rs.75 Crores had been deposited by CIDCO with the Deputy Collector, such deposit was erroneous since the Subject Property had already been acquired in the past. Various Benches of this Court have, over the last two years, been giving CIDCO opportunities to demonstrate acquisition of the Subject Property in the past. Since the Subject Property is evidently in possession of CIDCO, there cannot be any dispute about who has possession of the same. Lest there be any doubt, mutation entries have been made in the land records in favour of

the State. The dispute instead, is about whether compensation had already been paid in the past and whether acquisition is yet to be completed by way of payment of the residual compensation. Yet, till date, there is no sign of any evidence from CIDCO, of even an award having been made in the past, much less, of any compensation having been paid.

12. On February 22, 2023, a Division Bench of this Court directed that the State could not take any coercive steps against Ashok and Atul in terms of a letter from the Deputy Collector dated October 8, 2021 demanding refund of amounts paid to them as advance compensation.

Court Receiver – Purported Possession:

13. The question about whether the Court Receiver appointed in CS 339 was in possession of the Subject Property arose because of litigation by Ranjit, in particular, Contempt Petition (L) No.197 of 2019 in CS 339. Based merely on a letter dated January 27, 2020 received from Ranjit, the Court Receiver wrote to the Deputy Collector, Special Land Acquisition Officer and the Deputy Superintendent, Land Records,

on January 29, 2020, asserting that they should note that Subject Property is in the possession of the Court Receiver.

14. However, it is seen from the record that the issue had been comprehensively put to rest by an order dated October 28, 2021 passed in Contempt Petition (L) No.197 of 2019, explicitly holding that the Subject Property was not in the possession of the Court Receiver on June 30, 2018, when possession had been handed over to the State. This ought to have put all doubts to rest. However, till date, the landowners stand deprived of their residual compensation and of the Subject Property, even while facing a demand for refund of the partial amounts paid to them as advance compensation.

15. The Contempt Petition filed by Ranjit had sought initiation of action for contempt of the Court's order dated September 14, 1970 passed in CS 339 in respect of the joint family properties, which would include the Subject Property. The Contempt Petition averred that by handing over the possession of the Subject Properties to the State and its authorities under a possession receipt dated June 30, 2018, which in turn handed over possession to CIDCO even while the Subject Property was *custodia legis*, a gross contempt had been committed. After the

Court Receiver's letter to the Deputy Collector and the Superintendent of Land Records, on February 13, 2020, a Learned Single Judge of this Court had asked the Court Receiver to file a report and sought reconciliation of the conflicting views on who in fact was in possession of the Subject Property just before possession was handed over on June 30, 2018.

16. It was noticed by the Learned Single Judge that the Court Receiver stood discharged by an order dated January 20, 2003 (15 years earlier). CS 339 had in fact been instituted by Atul against his parents and siblings. On September 14, 1970 the Court Receiver came to be appointed by consent of all parties. The Subject Property was included at Serial No.30 of Item 6 in the schedule of properties given to the Court Receiver. On December 12, 1977, Consent Terms were filed by the parties. The parties agreed and declared that each of the three siblings and two parents would have a one-fifth share of the family properties, while the sister of the three brothers would have a right of maintenance until marriage and the marriage expenses from the joint family properties.

17. After Gangadhar and his widow passed away, the Subject

Property came to be recorded in the name of three brothers, namely, Atul, Ashok and Anand. An agreement of settlement dated August 3, 1996 was eventually executed, by which it was agreed that the Court Receiver be discharged in respect of the properties listed in Exhibit 'B' to the plaint without passing any accounts, which would necessarily included the Subject Property. Clause 1.f and Clause 1.g of the said agreement provided that all lands acquired by CIDCO in Panvel and nearby villages would form part of the properties (this was a generic description) in respect of which the Court Receiver would be discharged. Consequently, an ad-interim order came to be passed on December 24, 1996 by which the release of the various properties by the Court Receiver was directed. Based on the agreement of settlement dated August 3, 1996, the parties jointly moved the Court to discharge the Court Receiver in respect of the properties listed at Clause 1.f and Clause 1.g.

18. On January 20, 2003, the Learned Single Judge noted, an order had been passed making it clear that in respect of the Subject Property too, the Court Receiver stood discharged. Evidently, the Subject Property was not "acquired" by formal completion of land acquisition proceedings as of that date. However, the Subject Property

was subject matter of acquisition proceedings at that time. According to Ranjit, since land acquisition had not been completed at that time, Clause 1.f could have never included the Subject Property (since it entailed all lands “**acquired**” by CIDCO). Therefore, he had argued that the Subject Property had not been released from receivership. Consequently, Ranjit’s allegation was that when Ashok and Atul offered to hand over possession of the Subject Property to the State on April 20, 2018 seeking disbursal of 80% of the tentative compensation in advance, they had committed contempt.

19. In reply, Ashok, Anand and Atul filed affidavits stating that Ranjit’s position was untenable. According to them Ranjit was fully aware that the Subject Property had been released from receivership long ago (in 2003) and had filed the Contempt Petition in 2019, which itself is vitiated by extraordinary delays and latches. After calling for a report from the Court Receiver, and hearing all the rival contentions of the parties and examining the record, the Learned Single Judge framed two issues for consideration, namely, whether the Petition was barred by limitation; and whether the Subject Property had continued in the possession of the Court Receiver right since September 14, 1970 and until June 30, 2018. Assuming the Subject Property had been the Court

Receiver's possession, whether delivery of possession constituted willful disobedience of the Court's order, warranting Contempt proceedings, was the consequential question framed.

20. The Learned Single Judge returned specific findings that CS 339 came to be decreed on December 12, 1977 in accordance with Consent Terms. An agreement of settlement executed in 1996 among the three brothers, declared that each of the parents and the three brothers had received one-fifth share in the joint properties, based on which the Court Receiver was discharged on, first December 24, 1996 (in respect on specific properties listed in Clauses 1.a to 1.e of the said agreement); and finally on January 20, 2003 in respect of properties listed at Clause 1.f and Clause 1.g of the said agreement.

21. The Learned Single Judge arrived at an explicit view that the properties under Clause 1.f and Clause 1.g, not being specifically identified by survey numbers, and instead being identified as a class, would cover the Subject Property. Towards this end, the question that arose was whether the Subject Property had been acquired by CIDCO as of January 20, 2003 (since the generic description in the agreement referred to properties being released as those acquired by CIDCO). The

Learned Single Judge came to a specific view that a notification for acquisition had been issued in respect of the Subject Property but acquisition had not been completed. However, the Subject Property had been subject matter of acquisition repeatedly, and eventually, the actual acquisition that took place commenced on July 23, 2012. Therefore, the Learned Single Judge framed the question as to whether the Subject Property would fall within the import of Clause 1.f of the agreement for settlement which covered “all properties acquired by CIDCO”.

22. The Learned Single Judge delved into how the parties understood the expression and noticed the unanimous consent of all parties in respect of discharge of the Court Receiver. The explicit finding of the Learned Single Judge is that with that settlement all properties ceased to be in the possession of the Court Receiver. The Subject Property having been subject matter of acquisition, the Learned Single Judge ruled that properties contemplated for acquisition and which were in the process of being acquired were also meant to be covered by the agreement for settlement when the parties exhaustively settled all their disputes. This is the settlement that led to the order dated January 20, 2003, discharging the Court Receiver.

23. The Learned Single Judge ruled that the Court Receiver came to be appointed with the consent of the parties and Court Receiver stood discharged, again with consent of the parties. It was found that all the parties and the Court were of the same view that all joint family properties stood discharged. Therefore, according to the Learned Single Judge there was no contempt in delivering possession of the Subject Property to the State authorities. It was also found that there was no other contemporaneous material to negate such a view and instead, there is contemporaneous material in the form of a letter dated May 2, 2003 from Atul to the Court Receiver asserting that all properties in question stood released from litigation. Ruling that this was the substance of the matter, the Learned Single Judge found that from every perspective of the matter there was no scope for initiation of Contempt Proceedings even if one were to read the language in Clause 1.f of the agreement for settlement in a strict manner.

24. In other words, the phrase “all properties acquired by CIDCO”, had always been understood by the parties as properties that were in the process of being acquired. It was not necessary that the properties had to have been acquired for the release from the Court Receiver to have come into effect. As a result, to remove all doubts, the Learned Single Judge explicitly ruled that the Court Receiver would

have no role whatsoever over the Subject Property. The only facet kept open was the entitlement of the parties to compensation and apportionment of the compensation. It is noteworthy that the advance compensation had also been paid to the parties directly and not to the Court Receiver and therefore the Learned Single Judge did not get drawn into any facet of apportionment of the compensation amount among the parties.

Our Conclusions from the Record:

25. Having given our anxious consideration to the record and in view of the explicit findings in respect of the Subject Property by the Learned Single Judge, we are left in no manner of doubt that when possession over the Subject Property had indeed been given (and that is admitted and demonstrated from the possession receipt dated June 30, 2018), there can be no scope for any view that the Court Receiver had been in possession. Therefore, the substratum of the objections against the payment of the payment of advance compensation stands eroded fully.

26. Likewise, it is evident that advance compensation had indeed been paid and balance compensation is still unpaid to the landowners. In the course of these proceedings, an order came to be passed by a

Division Bench of this Court on March 7, 2024, upon noticing the conflicting stances taken by the Deputy Collector, Land Acquisition. In an affidavit dated October 17, 2022, the said official stated that his predecessor had erred by releasing compensation in advance and the Subject Property having been *custodia legis*, compensation ought not to have been paid to the parties directly. An affidavit filed in 2022, well after the issue had been put to rest by the Learned Single Judges order dealing with the Contempt Petition (on October 28, 2021) is inexplicable. The Division Bench expressed its displeasure about the conduct of the State authorities and their approach to filing affidavits in the Court, and called for an explanation.

27. In an order dated March 14, 2024, the conflicting contents of four different affidavits were referred to by the Division Bench, which called for all four affidavits to be placed before the Principal Secretary Revenue Department, State of Maharashtra to look into the same and determine what action was to be taken. An affidavit dated July 13, 2024 came to be filed to state that the Commissioner, Land Records has been directed to conduct an inquiry, which is still pending. The Managing Director of CIDCO was also asked to inquire about how the acquisition proposal has been sent to the Collector of Raigad in 2011. This inquiry too is said to be pending.

28. The net result is that even this affidavit did not throw any fresh light on the subject, and eventually this Bench reserved the matter for orders on July 18, 2024. There has been no concrete explanation of the conduct of the State authorities despite the best efforts of this Court to nudge the authorities into giving an account of their conduct. Even after the judgement was reserved, till date, there has been no attempt by any of the State authorities to mention the matter to give an update on the inquiries purportedly being conducted it is evident that the conduct is inexplicable.

29. In a nutshell, the consequence of the manner of conduct of the State authorities in these proceedings is that the State has been able to take possession of the Subject Property; pay only 50% of the estimated compensation; rely on litigious conduct by a party to family litigation (Ranjit, whose litigation, in any case, could only cover his share in Anand's share of the Subject Property); and indeed, get triggered by an assertion of possession by the Court Receiver, which assertion too has been conclusively dismissed and clarified by a Learned Single Judge of this Court. The stark consequence is the expenditure of time and money by all concerned including the State authorities as also CIDCO, even while the landowners have languished without enjoyment of either the land handed over, or the compensation that is their rightful

due. These proceedings are therefore a glaring example of how litigation in a family dispute can come to taint the conduct of land acquisition by the State despite the right to property being a constitutional right albeit not a fundamental right.

30. Merely because Ranjit had complained to all and sundry including the Lok Ayukta and the Deputy Speaker of the Maharashtra Legislative Assembly, there has been a blatant disruption in the flow of rights to the parties, with the State machinery being unable to deal with baseless complaints despite a clear declaration of the position by this Court. It is evident that at the highest, Ranjit's interest was a share in Anand's share in the Subject Property, and yet, he has regularly arraigned Ashok and Atul as parties in various litigation. In fact, by an order dated August 2, 2018, the Learned Civil Judge Senior Division, Panvel had occasion to delete the names of Ashok and Atul from the CS 462 by Ranjit claiming an oral partition.

31. Enormous public resources have been expended and continue to be expended in the conduct of the purported inquiries, and all of this is consequential to the frivolous and vexatious litigation at the behest of Ranjit, whose only interest in the Subject Property, can in any case only relate to his share as a member of Anand's branch of the

family. The State's authorities could have at best referred the dispute of apportionment (of Anand's family members shares *inter se*) to the jurisdictional reference court, but have instead, filed a series of conflicting affidavits, seeking to resile from their obligation to pay compensation on the basis of vexatious family litigation. We are of the view that the conduct of repeated proceedings by Ranjit has visited Ashok and Atul with serious costs, which ought to be addressed, even if by a token amount. We direct costs payable by Ranjit to Ashok and Atul in the sum of Rs. 5 lakh each. While a case exists to impose costs on the State as well, we refrain from doing so since it would be the taxpayer who would bear the burden for the conduct of the State's officials. Instead, we direct that this order be placed before the Chief Secretary for conduct of an appropriate enquiry to fix responsibility for the conduct of the officials involved, and decide what action is required to be taken, and report to this Court within a period of six months from today.

Order:

32. In the result, we dispose of the Writ Petitions in terms of the following order:-

a) Writ Petition No. 1983 of 2023, filed by Atul and

Ashok, seeking the quashing of the State's demand for a refund of the advance compensation is hereby allowed in terms of prayer clauses (a), (b) and (b1), which read thus:

“a. That this Hon'ble Court be pleased to issue a writ of certiorari or a writ in the nature of mandamus or any other appropriate writ, order or direction directing the Respondent Nos.1 to 5 to forthwith withdraw impugned communications dated 8th October, 2021 (Exhibits "T" and "U") and 1st October, 2021 (being Exhibit-"V"), letter dated 11th November 2021 (being Exhibit-"X"), Letter dated 20th January, 2022 issued by the Respondent No.2 (being Exhibit-"BB"), and Letter dated 25th January, 2022 issued by Respondent No.4 and Mutation entry No.1349 dated 18th February, 2022 by Respondent no. 5 (being Exhibit-"AA");

b. That this Hon'ble Court be pleased to issue a writ of certiorari or a writ in the nature of certiorari or any other appropriate writ, order or direction calling for the records and proceedings in respect of acquisition of the said land in which the impugned letters came to be issued, and after going into the legality thereof, to quash and/or set aside the impugned communications 8th October, 2021 issued by Respondent No.2 (Exhibits "T" and "U") and 1st October, 2021 issued by Respondent No. 3 (being Exhibit- "V"), Letter dated 11th November, 2021 (being Exhibit- "X") letter dated 20th January, 2022 issued by the Respondent No.2 (being Exhibit- "BB"), and Letter dated 25th January, 2022 issued by Respondent No.4 and Mutation entry No.1349 dated 18th February, 2022 by Respondent no.5 (being Exhibit-"AA");

b1. This Hon'ble Court be pleased to issue a writ of mandamus and/or any other Writ/Order/ Direction in the nature of mandamus and thereby be pleased to direct the Respondent No.2 to complete the acquisition proceedings in respect of land bearing S. No. 59/8 Village Asudgaon, Taluka Panvel, District Raigad by taking necessary steps within a period of three months."

- b) As regards prayer clause (b2), the Collector is directed to compute the balance compensation due and payable to the land owners along with applicable interest in terms of the 2013 Act, and pay the same within a period of six weeks from today;
- c) Writ Petition No. 7604 of 2018, filed by Ranjit, seeking, among others, the quashing of the acquisition of the Subject Property, is hereby dismissed;
- d) Writ Petition No. 10264 of 2023, filed by Ranjit, seeking to quash the acquisition of the Subject Property, and asking for handing over of possession of the Subject Property to the Court Receiver, despite the explicit findings of this Court that the Court Receiver was discharged, is hereby dismissed;

- e) The amounts deposited in this Court in Writ Petition No.1983 of 2023 towards compensation payable to the land owners in respect of the Subject Property alongwith all accruals thereon shall stand released to the land owners in proportion to their entitlements immediately upon the expiry of two weeks from today;
- f) Ranjit shall pay costs in the sum of Rs. 5 lakh to each of Ashok and Atul within a period of two weeks from today;
- g) The Chief Secretary, Government of Maharashtra shall direct an enquiry to be conducted by an appropriate Principal Secretary, to fix accountability for the manner of conduct of the acquisition proceedings and the proceedings in this Court, by various State authorities and for continuing to file affidavits invoking the purported possession of the Subject Property by the Court Receiver despite the cogent and clear findings by this Court in disposal of the Contempt Petition (Stamp) No. 197 of 2019, and in disregard of the multiple orders of multiple

benches of this Court expressing displeasure over the manner in which affidavits have been filed in these proceedings.

33. Rule is made absolute in the aforesaid terms. Disposed of. As a result, nothing would survive in any Interim Applications filed in any of the three Writ Petitions, all of which are also stand finally disposed of.

34. Although these Petitions are disposed of, they shall be listed for reporting compliance six months from today.

35. At this stage, Mr. Thorat, learned Counsel for the Petitioner in Writ Petition No.10264 of 2023, Writ Petition No. 7604 of 2018 and for Intervenor in Interim Application No.7681 of 2023 prays for stay of our aforesaid direction. Considering the facts of the case, request for stay is rejected.

36. All actions required pursuant to this judgement and order shall be taken upon receipt of a downloaded copy of this judgement and order as published on this Court's website.

[SOMASEKHAR SUNDARESAN, J.]

[G. S. KULKARNI, J.]