

2. The contempt petition was filed seeking enforcement of the directions issued by the Single Judge of the High Court in his judgment dated 02.01.2008 in Writ Petition No.1177 of 1985. The prayers in said writ petition, as amended, were as under:

“(a) A writ of and/or in the nature of prohibition do issue commanding and directing the Respondent No.1 from handing over possession of 22 building sites/plots described in Annexure-16 to the Respondent No.3 to 20 or to any other person/persons whatsoever.

(b) A writ of and/or in the nature of mandamus do issue, commanding and directing the respondent No.1 to reallocate 22 building sites/plots better described in Annexure-16 to the Petitioners.

(c) A writ of and/or in the nature of mandamus, do issue commanding and directing the respondent No.1 to handover vacant and peaceful possession of the said 22 building sites/plots in Sailendra Nagar Scheme No.27 to the Petitioners.

(d) A writ of and/or in the nature of certiorari do issue calling upon the respondent No.1 to produce before the Hon’ble Court all the original files pertaining to acquisition of 45.68 acres of land belonging to the petitioners and covered by the Sailendra Nagar Scheme No.27 and also all the files pertaining to the allotment of the said building sites/plots in favour of the Respondent No.3 to 20 so that conscionable justice may be done, by setting aside and/or quashing the allotment of the said 22 building sites/plots in favour of the Respondent No.3 to 20.

(e) A writ of and/or in the nature of mandamus do issue commanding and directing the Respondent No.1 to forthwith execute and register proper Indentures of lease in respect of the said 22 building sites/plots in favour of the petitioners.

(f) A writ of and/or in the nature of mandamus do issue, commanding and directing the Respondent No.1 to forthwith refund and/or pay the said sum of Rs.2,94,676/- to the Petitioners alongwith accrued interest due thereon at the rate of 24% from the date of acquisition of the petitioners’ lands comprised in the said scheme till the date of actual refund, which amount has been illegally and wrongfully retained and withheld by the respondent No.1 during all these years.

(g) Alternatively, a writ of and/or in nature of mandamus do issue commanding and directing the respondent No.1 to act in

accordance with the said Act and the Rules framed thereunder for purpose of disbursement of compensation payable by the respondent No.1 to the Petitioners for the acquisition of their 45.68 acres of land covered by the Sailendra Nagar Scheme No.27.

(h) Rules NISI in terms of prayers (a) to (g) above.

(i) An injunction do issue restraining the respondent No.1 from giving and/or any further effect to the allotment orders passed by the Respondent No.1 in favour of the Respondent No.3 to 20 and/or from taking any steps in connection thereto and/or from handing over possession of the said 22 building sites/plots to the respondent No.3 to 20.

(j) Ad-interim orders in terms of prayer (i) above.”

3. It was submitted in Writ Petition No.1177 of 1985 that under an arrangement arrived at between the writ petitioners and the Raipur Development Authority (“the Authority” for short) an extent of about 36.08 acres of land was made over by the writ petitioners to the Authority for development purposes. The details in that behalf were:-

“S.No.	Name of Petitioners	Areas in acres
1	Late Ram Gopal Sharma	17.08
2	Shri Deepak Sharma	05.00
3	Shri Prakash Sharma	05.00
4	Smt. Asha Lata	02.25
5	Smt. Hemlata Sharma	02.25
6	Smt. Pushpa Lata	02.25
7	Smt. Prem Lata	02.25”

It was further submitted that at the time when the possession was handed over, it was agreed between the parties that the writ petitioners would sell the concerned lands and the Authority would buy those lands at the tentative price of Rs.20000/- per acre but the agreement stipulated that the actual consideration payable for those lands would be one that would be settled by the State

Government under the provisions of the Land Acquisition Act, 1894 (“the Act” for short). Further, by a supplementary agreement, the Authority also agreed to hand over 22 developed plots to the writ petitioners.

4. Submitting that despite such arrangement, no steps were being taken by the Authority, Writ Petition No.1177 of 1985 was filed. The principal prayers made in the writ petition show the emphasis on 22 building sites/plots and in prayer ‘F’, it was specifically prayed that a sum of Rs.2,94,676/- representing the balance amount payable in respect of the entire extent of land be made over to the writ petitioners. Some of the relevant assertions in the writ petition were:-

“7. Late Shri Ram Gopal Sharma who was a practising advocate of Raipur and was holding power of attorney on behalf of the Petitioner No.2 to 7 duly attended the office of the Respondent No.1 in the last week of June, 1978 and held detailed discussions. . . . Late Shri Ramgopal Sharma agreed to hand-over possession of 45.68 acres of land belonging to himself and his family members and covered by the said scheme to the Respondent No.1 under Agreement to sell @ Rs.20,000/- per acre.

.....

(m) The Respondent No.1 is bound in law to pay to the Petitioners the balance compensation amount of Rs.294676/- alongwith accrued interest due thereon at the prevailing Bank rate of Rs.24% per annum from the date of taking possession of the acquired land till the date of actual repayment.”

5. The writ petition was allowed by the Single Judge by his judgment and order dated 02.01.2008 and following directions were issued:

“30. In view of the above premises, the petition is allowed. The respondent no.1 is directed to determine the compensation of the lands in dispute belonging to the petitioners, as on the date when possession of the lands in dispute was taken over. The petitioners would further be entitled to interest at the rate of 12% p.a. from the date of taking over possession of the said land on the amount of award, after deducting the part payment made earlier. The petitioners are further entitled to the residential plots/sites as admitted by the respondent No.1 in its return. The respondent. No.1 may either allot plots of the same size and value or pay appropriate compensation, if the petitioners agree for the same. Since the dispute has been pending for more than 22 years, the interest of justice would suffice if the needful for determination of award, payment thereof, and allotment of building plots/sites as stated above is done within a period of three months from the date of receipt of a copy of this order. It is ordered.”

6. Thereafter, an exercise was undertaken to arrive at the compensation payable for the lands in dispute. The record indicates that going by the comparable rates available in the area and by the sale transactions which had taken place around the relevant time, the appropriate rate was stated to be in the region of Rs.7755/- per acre. At that juncture, a meeting was arranged wherein it was submitted on behalf of the writ petitioners that the initial arrangement at which tentative rate of Rs.20000/- per acre was adopted ought not to be departed from. The record also indicates that certain payments at the rate of Rs.20000/- per acre were thereafter made by the Authority. Some of the writ petitioners did accept such payment while some did not. We however need not go into that question.

7. Alleging that the directions issued by the Single Judge in his order dated 02.01.2008 were not being complied with, Contempt Petition No.289 of 2008 was filed. In said Contempt Petition, following charges were framed against

respondent Nos.1 to 3:-

"Charge No.1 - That you Alex Paul Menon, the Present incumbent C.E.O. of Raipur Development Authority; Shri M.D. Diwan, the then C.E.O. of Raipur Development Authority and Shri Ashok Agrawal, the then C.E.O. of Raipur Development Authority while functioning as the C.E.O. of Raipur Development Authority failed to comply with the direction issued by this Court vide order dated 02nd January, 2008 in W.P. No.1177/1985 by not determining the compensation of lands in dispute in the manner directed by this Court and has not made payment of amount directed by this Court.

Charge No.2 - That each of the above named contemnors have neither allotted plots of the same size and value to the petitioners as directed by this Court in Paragraph 30 of the Order.

Charge No.3 - That the directions issued by this Court in Para 30 of the order passed in W.P. No.1177/1985 have not been complied within a period of 3 months from the date of receipt of copy of the said order."

8. The Single Judge by order dated 15.07.2013 found respondent Nos.1 to 3 guilty of contempt on aforesaid charges but gave 10 days' time to the contemnors to come forward with concrete proposal/solution for compliance of the order dated 02.01.2008 and adjourned the matter.

9. Being aggrieved, respondent Nos.1 to 3 preferred Misc. Appeal No.61 of 2013 before the Division Bench of the High Court. During the pendency of said appeal, another petition being Writ Petition No.1308 of 2018 was preferred by the writ petitioners praying, *inter alia*, that respondents be directed to comply with the directions issued by the Single Judge in his order dated 02.01.2008 in Writ Petition No.1177 of 1985 and refer the matter for award being made for acquisition of the lands of the writ petitioners. The appeal as

well as the writ petition were heard and disposed of together by the Division Bench by its order dated 06.12.2019.

The Division Bench found that all three charges against the respondent nos.1 to 3 were not proved. After dealing with the substantive issues concerning contempt, the Division Bench considered two issues from paragraph 39 of its judgment; the *first* dealing with the eligibility to get the compensation in respect of the land handed over by the writ petitioners, and, the *second* pertaining to the allotment of alternative plots of equal size and equal value instead of originally earmarked 22 plots.

10. While dealing with the first issue, the Division Bench observed in paragraph 40 as under:

“40. With regard to the first part, it should be noted that the property was agreed to be taken over under Section 56 of the Act, 1973 way back in the year 1977-78, under which Scheme, appropriate compensation would be fixed and paid, simultaneously offering residential plots of the specific size to the landowners, subject to payment of development charges as provided under the Scheme. It was accordingly, that two separate agreements were executed; one with regard to the compensation payable and the other with regard to the exchange of plots. The price offered by the RDA in respect of the property acquired from the landowners was Rs.20,000/- per acre, which was accepted under protest, incorporating necessary clauses in the agreement, to have it fixed as payable under the LA Act, 1894 which was to be fixed by the State. The amount was calculated accordingly, after giving credit to the advance amount already paid. It is pointed out that, pursuant to the judgment in the Writ Petition No.1177 of 1985, the RDA requested the SDO/Land Acquisition Authority to determine the compensation by passing an award with regard to which inability was expressed by the SDO, pointing out that award could be passed only after completing procedural formalities; which was not possible to be given effect in the instant case, in view of the facts and circumstances. The RDA sought to ascertain the market value of the land, in response to which, it was intimated by the SDO/ Land

Acquisitioning Authority, that similar land in the area was having a market value of Rs.7755/- per acre, as on relevant date. The above intimation from the SDO/Land Acquisitioning Authority was based on the report submitted by the Tehsildar, after making necessary enquiry. A similar letter was sent to the Deputy Registrar of the area, who also responded that similar land was having a value of Rs.7725/- per acre. According to the RDA, on calculating the compensation for 36 acres @ Rs.7725/- per acre, it comes to a total of Rs.2,78,100/-. The amount paid in advance itself was more than the market value, but during the course of discussion, the landowners referred to the specific clause in the agreement, whereby the RDA had agreed to pay @ Rs.20,000/- per acre and insisted that the RDA could not go back. This was accepted and acted upon by the RDA, who recalculated the compensation @ Rs.20,000/- per acre, for the total of 36 acres and the balance payable with interest was satisfied accordingly. For holding it as inadequate, no documents have been produced by the landowners either before the RDA or before this Court, showing that the property acquired from the landowners was having a higher market value than Rs.20,000/- per acre, offered by the RDA. The market value of similar land as on the relevant date, as certified by the SDO/Land Acquisitioning Authority vide memo dated 18.09.2008 is only Rs.7725/- per acre (based on the report and memo dated 15.09.2008 of the Additional Tehsildar, Raipur). It is the same figure as mentioned by the Deputy Registrar of the area as well vide his memo Dated 27.08.2008. In the absence of any evidence to reckon a higher market value for fixation of the compensation and since the RDA has worked out the compensation payable in respect of lands acquired from the landowners @ 20,000/- per acre as agreed by them, satisfying the same with interest @ 12% per annum, by releasing the balance amount by way of crossed - cheques to the landowners pursuant to judgment dated 02.01.2008 passed in Writ Petition No.1177 of 1985 and further since no award, strictly in terms of the LA Act, 1894, could have been passed by the RDA for the reasons already mentioned above, we are of the view that the first part of the judgment i.e. payment of compensation for the lands acquired from the landowners stands satisfied by the RDA and no further amount is payable under this head (except for effecting actual disbursement in respect of whom the cheques are still to be encashed, if any).”

11. With regard to the second issue, the matter was dealt with in paragraphs 41 onwards and the Division Bench passed certain directions in paragraph 45 of its judgment and directed the first respondent through the District Collector of Raipur, to fix the land value as on the date of judgment dated 02.01.2008

with respect to the extent of 51000 sq. ft. comprising of 22 plots to be handed over to the writ petitioners. The exercise was directed to be undertaken within two months from the date of receipt of copy of the judgment. In addition, the Division Bench also quantified the amount of compensation to be paid to each of the writ petitioners, which was fixed at Rs.1,00,000/- per petitioner.

12. Special Leave Petition (Civil) No.8422 of 2020 was filed on behalf of the Authority principally praying that some additional time be afforded to it to comply with the directions issued by the Division Bench. While dealing with said Special Leave Petition, following order was passed by this Court on 24.09.2020:

“Mr. Rajul Shrivastav, learned Advocate appearing for the petitioner submitted that by order dated 31.07.2020, this Court recorded his submission that the petitioner be given three months’ time to make the payment along with interest as may be determined by the Court, which rate of interest was then stated by this Court to be 6% per annum.

We direct the petitioner Raipur Development Authority to deposit the payment along with interest in the Registry of this Court on or before 31.10.2020. We also direct that within a week of such deposit, an appropriate affidavit indicating the modalities as to how the computation and final figure was arrived at, shall be placed on record. The affidavit shall also indicate the current addresses of alleged contemnors, namely, (1) Mr. Alex Paul Menon, (2) Mr. Ashok Agrawal, and (3) Mr. M.D. Diwan.

List the matter to report compliance on 04.11.2020.”

13. In terms of the aforesaid direction, a sum of Rs.6,68,13,140/- has been deposited in the Registry of this Court. The affidavit of compliance has indicated the amounts payable to each of the writ petitioners as under:

“24. In terms of the aforesaid direction of the Hon’ble High Court, following is the amount paid to the petitioners herein:

a) Amount payable to Smt. Ashalata Sharma with regard to plot no.C-03 and C-04 (area 4800 sq. ft.)

a.	Premium amount (at the rate of Rs. 6500/- sq. ft. for 4800 sq. ft)	Rs. 28,99,200/-
b.	Interest @ 12 % p.a. from January 2008 to 11.9.2012	Rs. 16,34,189/-
	Total amount	Rs. 45,33,389/-
c.	Partial payment of Rs. 11,39,040/- made to the Respondent on 12.9.2012	Rs. 11,39,040/-
	Amount payable after adjustment	Rs. 33,94,349/-
d.	Interest at 12% p.a. from 12.09.2012 to 6.12.2019	Rs. 29,47,484/-
	Amount payable	Rs. 63,41,833/-
e.	Gratification expenditure to be given per land owner as per para 46 of the impugned order dated 6.12.2019	Rs. 1,00,000/-
	Amount due to be paid	Rs. 64,41,833/-

b) Amount payable to Smt. Hemlata Sharma with regard to plot no.C-21 and C-22 (area 4800 sq. feet)

a.	Premium amount (at the rate of Rs. 6500/- sq. ft. for 4800 sq. ft)	Rs. 28,99,200/-
b.	Interest @ 12 % p.a. from January 2008 to 8.11.2017	Rs. 34,28,792/-
	Total amount	Rs. 63,27,992/-
c.	Partial payment of Rs. 20,29,830/- made to the Respondent on 9.11.2017	Rs. 20,29,830/-
	Amount payable after adjustment	Rs. 42,98,182/-
d.	Interest at 12% p.a. from 9.11.2017 to 6.12.2019	Rs. 10,71,692/-
	Amount payable	Rs. 53,59,854/-
e.	Gratification expenditure to be given per land owner as per para 46 of the impugned order dated 6.12.2019	Rs. 1,00,000/-
	Amount due to be paid	Rs. 54,69,854/-

c) Amount payable to Smt. Pushpalata Sharma with regard to plot no.C-17 and C-18 (area 4800 sq. feet)

a.	Premium amount (at the rate of Rs. 6500/- sq. ft. for 4800 sq. ft)	Rs. 28,99,200/-
b.	Interest @ 12 % p.a. from January 2008 to 11.9.2012	Rs. 16,34,189/-
	Total amount	Rs. 45,33,389/-
c.	Partial payment of Rs. 11,39,040/- made to the Respondent on 12.9.2012	Rs. 11,39,040/-
	Amount payable after adjustment	Rs. 33,94,349/-
d.	Interest at 12% p.a. from 12.9.2012 to 6.12.2019	Rs. 29,47,484/-
	Amount payable	Rs. 63,41,833/-
e.	Gratification expenditure to be given per land owner as per para 46 of the impugned order dated 6.12.2019	Rs. 1,00,000/-
	Amount due to be paid	Rs. 64,41,833/-

d) Amount payable to Smt. Premlata. Sharma with regard to plot no. C-19 and C-20 (area 4800 sq. feet)

a.	Premium amount (at the rate of Rs. 6500/- sq. ft. for 4800 sq. ft)	Rs. 28,99,200/-
b.	Interest @ 12 % p.a. from January 2008 to 11.9.2012	Rs. 16,34,189/-
	Total amount	Rs. 45,33,389/-
c.	Partial payment of Rs. 11,39,040/- made to the Respondent on 12.9.2012	Rs. 11,39,040/-
	Amount payable after adjustment	Rs. 33,94,349/-
d.	Interest at 12% p.a. from 12.9.2012 to 6.12.2019	Rs. 29,47,484/-
	Amount payable	Rs. 63,41,833/-
e.	Gratification expenditure to be given per land owner as per para 46 of the impugned order dated 6.12.2019	Rs. 1,00,000/-
	Amount due to be paid	Rs. 64,41,833/-

e) Amount payable to Sh. Deepak Sharma with regard to plot no.D247 to D250 (area 6000 sq. feet)

a.	Premium amount (at the rate of Rs. 6500/- sq. ft. for 6000 sq. ft)	Rs. 36,24,000/-
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b.	Interest @ 12 % p.a. from January 2008 to 27.9.2010	Rs. 11,92,296/-
	Total amount	Rs. 48,16,296/-
c.	Partial payment of Rs. 13,24,490/- made to the Respondent on 28.9.2010	Rs. 13,24,490/-
	Amount payable after adjustment	Rs. 39,91,806/-
d.	Interest at 12% p.a. from 28.9.2010 to 6.12.2019	Rs. 38,51,456/-
	Amount payable	Rs. 73,43,262/-
e.	Gratification expenditure to be given per land owner as per para 46 of the impugned order dated 6.12.2019	Rs. 1,00,000/-
	Amount due to be paid	Rs. 74,43,262/-

f) Amount payable to Sh. Prakash Sharma with regard to plot no.D 251, D252, D253, D254 (area 6000 sq. feet)

a.	Premium amount (at the rate of Rs. 6500/- sq. ft. for 6000 sq. ft)	Rs. 36,24,000/-
b.	Interest @ 12 % p.a. from January 2008 to 27.9.2010	Rs. 11,92,296/-
	Total amount	Rs. 48,16,296/-
c.	Partial payment of Rs. 13,24,490/- made to the Respondent on 28.9.2010	Rs. 13,24,490/-
	Amount payable after adjustment	Rs. 34,91,806/-
d.	Interest at 12% p.a. from 28.9.2010 to 6.12.2019	Rs. 38,51,456 /-
	Amount payable	Rs. 73,43,262/-
e.	Gratification expenditure to be given per land owner as per para 46 of the impugned order dated 6.12.2019	Rs. 1,00,000/-
	Amount due to be paid	Rs. 74,43,262/-

g) Amount payable to Smt. Rameshwari Devi Sharma with regard to plot no.D66, 067, D68, D69 (area 20500 sq. feet)

a.	Premium amount (at the rate of Rs. 6500/- sq. ft. for 20500 sq. ft)	Rs. 1,23,82,000/-
b.	Interest @ 12 % p.a. from January	Rs. 40,73,669/-

	2008 to 27.9.2010	
	Total amount	Rs. 1,64,55,669/-
c.	Partial payment of Rs. 45,25,342/- made to the Respondent on 28.9.2010	Rs. 45,25,342/-
	Amount payable after adjustment	Rs. 1,19,30,327/-
d.	Interest at 12% p.a. from 28.9.2010 to 6.12.2019	Rs. 1,31,59,123/-
	Amount payable	Rs. 2,50,89,450/-
e.	Gratification expenditure to be given per land owner as per para 46 of the impugned order dated 6.12.2019	Rs. 1,00,000/-
	Amount due to be paid	Rs. 2,51,89,450/-

True copy of the calculation chart is marked and annexed herein as Annexure A1.

21. The total amount commuted to be paid to the Petitioners is a collective sum of Rs.6,48,71,327/-. The above-mentioned amount includes the sum of Rs.7,00,000/- directed to be paid by the answering respondent in terms of paragraph 46 of the impugned order. Therefore, the total amount to be paid to the Petitioners in lieu of the total extent of 51700 sq ft. i.e. the area of total lands which were to be allotted to the land owners under the "Shailendra Nagar Scheme no."27" is Rs.6,41,71,327/- (Rupees Six Crores Forty One Lakhs Seventy One Thousand Three Hundred And Twenty Seven Rupees Only).

22. Thus, the directions passed by the Ld. Single Judge in its order dated 2.1.2008 passed in Writ Petition No. 1177 of 1985 and the directions of the impugned order are being complied with and the answering respondent is ready to deposit a sum of Rs.6,41,71,327/- (Rupees Six Crores Forty One Lakhs Seventy One Thousand Three Hundred And Twenty Seven Rupees Only) in full and final settlement of the land acquired, along with a sum of Rs.7,00,000/- as directed in paragraph 46 of the impugned order.

That no new facts are raised in the instant counter affidavit which are not part of the Hon'ble High Court."

14. Since the directions issued by the Division Bench were complied with by the Authority, nothing survives in SLP (Civil) No.8422 of 2020, which is,

therefore, disposed of.

15. We now take up SLP (Civil) Nos.9912-9913 of 2020 preferred by the writ petitioners.

16. We have heard Mr. Shyam Divan, learned Senior Advocate assisted by Ms. Vanshaja Shukla, learned Advocate in support of the petitions, and Mr. Vikas Singh, learned Senior Advocate for the Authority and respondents 1 to 3.

17. The principal submissions advanced by Mr. Shyam Divan, learned Senior Advocate are:-

(i) that in terms of the directions issued in order dated 02.01.2008, the appropriate proceedings under the Act had to be initiated and only whereafter the price or consideration payable in respect of the extent of 36.08 acres of land was to be determined;

(ii) that in the absence of such exercise, there is no determination of price known to law which can be stated to be the basis for taking over of the lands belonging to the landholders;

(iii) that under the initial arrangement, 22 plots in Shailendra Nagar Scheme were earmarked and set apart for the writ petitioners; however, those plots were disposed of by the Authority; and, as such, the alternative plots must be of the

same value and same size.

18. The submissions are countered by Mr. Vikas Singh, learned Senior Advocate, who has relied upon Section 56 of the Madhya Pradesh Nagar Tatha Gram Nivesh Adhiniyam, 1973 to submit that two modalities would be available under Section 56, one through the agreement between the parties, on the failure of which under the second mode, the lands could be taken by acquisition. In his submission, the facts on record indicate that the parties had adopted the former course and as such, there was no requirement of initiation of any proceeding under the Act. He has also emphasized that the comparable prices around the relevant time were far lesser than the tentatively agreed rate of Rs.20000/- per acre, and as such, the Division Bench was right in holding said price to be adequate. It is also submitted that the amount of Rs.20000/- per acre representing the price along with interest @ 12% (after deducting the initial payments) was made over to each of the writ petitioners.

With regard to the issue concerning 22 plots, it is submitted that the amounts deposited in the Registry of this Court are more than adequate to take care of the money equivalent for those plots.

19. Having considered the record and the rival submissions, we see no reason to take a view different from the one which weighed with the Division Bench of the High Court. We do not see any reason to hold respondent nos.1 to 3 guilty of contempt of court. In our view, exercise was undertaken by the

Authority in right earnest to determine the value of the lands. The record also shows that the price in terms of the Act was attempted to be arrived at. It was found that going by the comparable sales in the area, the appropriate price would be in the region of Rs.7755/- per acre. In the meeting held it was so expressed that the comparable sales did not indicate the value at the relevant time to be in excess of Rs.7755 per acre. It was however represented on behalf of the writ petitioners that instead of Rs.7725/- per acre as suggested, the Authority may go by the arrangement under which Rs.20000/- per acre was arrived at.

In the circumstances, no infraction could be found on part of the concerned officials. The findings rendered by the Division Bench, therefore, are absolutely correct and do not warrant any interference.

20. As regards the other two issues dealt with by the Division Bench, the first was about the determination of price payable for the extent of 36.08 acres of land. The conclusion arrived at by the Division Bench in this respect also does not call for any interference. If the money was made over at the tentative rate of Rs.20000/- per acre, which on later analysis was found to be higher than the actual rate, the action on part of the Authority in showing willingness to disburse the compensation at the rate of Rs.20000/- per acre with 12% interest as directed by the judgment dated 02.01.2008, cannot be termed to the prejudice of the writ petitioners.

21. With regard to the second issue concerning the quantum of the price to be paid to the writ petitioners for 22 plots, the figures indicated in the affidavit in compliance filed on behalf of the Authority also show that no prejudice on any count has been visited upon the writ petitioners. The price of Rs.6500 per square foot is more than adequate.

22. In the premises, we see no substance in these petitions.

23. In the end, we direct as under:-

a) the amounts deposited by the Authority in the Registry of this Court, pursuant to the order dated 24.09.2020 passed by this Court along with interest accrued thereon, shall be made over to the Registry of the High Court within two weeks from today;

b) The writ petitioners shall be entitled to the sums indicated against their names in the compliance affidavit of the Authority alongwith interest accrued thereon, after the Conveyance Deeds in respect of the parcels of land which were held by the writ petitioners (the details of which are given hereinabove), are executed in favour of the Authority.

C) To facilitate the exercise as directed in afore-stated directions:-

(i) Within two weeks of the receipt of money in terms of direction (a) by the Registry of the High Court, the writ petitioners shall indicate a day for

execution of the conveyance Deed with advance intimation of at least three days.

(ii) The writ petitioners shall, on the day so indicated, execute the Conveyance Deeds in favour of the Authority which shall be represented by a competent official of the Authority, duly authorised in that behalf.

(iii) All the charges in respect of the execution of Conveyance including stamp duty, if any, shall be borne by the Authority.

(iv) Upon furnishing of proof of such execution, the Registry of the High Court shall disburse the money allocable to each of the writ petitioners or to their successors as the case may be, within a week.

24) These petitions are disposed of accordingly.

.....J.
[UDAY UMESH LALIT]

.....J.
[K.M. JOSEPH]

NEW DELHI;
MARCH 03, 2021.

**UPON hearing the counsel the Court made the following
O R D E R**

**The Special Leave Petitions are disposed of, in terms of the
Signed Order.**

Pending applications, if any, also stand disposed of.

**(MUKESH NASA)
COURT MASTER**

**(VIRENDER SINGH)
BRANCH OFFICER**

(Signed Order is placed on the File)