

PETITIONER:
SUNIL KUMAR JAIN

Vs.

RESPONDENT:
KISHAN & ORS.

DATE OF JUDGMENT 27/04/1995

BENCH:
RAMASWAMY, K.
BENCH:
RAMASWAMY, K.
HANSARIA B.L. (J)

CITATION:
1995 AIR 1891 1995 SCC (4) 147
1995 SCALE (3) 682

ACT:

HEADNOTE:

JUDGMENT:

THE 27TH DAY OF APRIL, 1995

Present :

Hon'ble Mr. Justice K. Ramaswamy
Hon'ble Mr. Justice B.L. Hansaria

Mr. V.J. Francis, Adv. for the Petitioner

O R D E R

The following Order of the Court was delivered:

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION

SPECIAL LEAVE PETITION (CIVIL) NO. 9886 OF 1987

SUNIL KUMAR JAIN PETITIONER

VERSUS

KISHAN AND OTHERS RESPONDENTS

O R D E R

Notification under s.4(1) of the Land Acquisition Act was published on November 17, 1980 acquiring the lands in question. The Collector made an award for a sum of Rs.38,500/-. Since the petitioner laid claim for a higher amount, a reference under s.18 was made. The civil court disbelieved the agreement of sale put forth by the petitioner; therefore, reference was ordered in favour of the respondents. In appeal, the High Court said that the said agreement was in violation of s.4 of the Delhi Land (Restriction & Transfer) Act, 1972 and that, therefore, the agreement is void. Accordingly, the findings of the Reference Court was accepted. Thus, this appeal by Special Leave.

Learned counsel appearing for the petitioner contended that the under the agreement of sale dated 5th December, 1981 the respondents had received consideration and kept the petitioner in possession of the land and that, therefore, by operation of s.53-A of the Transfer of Property Act, the petitioner is entitled to the compensation. We are unable to agree with the learned counsel. In a reference, the dispute is to the title to receive the compensation. It is settled

law that the agreement of sale does not confer title and, therefore, the agreement holder, even assuming that the agreement is valid, does not acquire any title to the property. It is seen that the agreement is subsequent to the notification under s.4(1). The Government is not bound by such an agreement. The inter-se dispute is only with respect to the title as on the date of notification under s.4(1). The respondent is the undoubted owner of the property as per s.4 notification and that, therefore, the compensation was directed to be paid to the respondent since he is one of the members. We cannot find any illegality in the order passed by the Courts. However, if the petitioner has got any claim under s.30 of the Land Acquisition Act, it is open to him to take such action as open to him under law.

The Special Leave Petition is accordingly dismissed.

JUDIS