

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION
CIVIL APPEAL NO.5712 OF 2002

Garg Woollen Pvt. Ltd.

...Appellant(s)

Versus

State of Uttar Pradesh and Ors. ...Respondent(s)

With Civil Appeal No.5713 of 2002

O R D E R

Heard learned counsel for the parties.

These appeals are directed against orders dated 9.9.1997 vide which the Division Bench of the Allahabad High Court dismissed the writ petitions filed by the appellants for quashing the notifications issued by the State Government for acquisition of their land.

When the special leave petitions, out of which these appeals arise, were listed for admission hearing learned counsel appearing on behalf of the appellants stated that their clients are willing to take the acquired land on which the structures stand on lease on reasonable rent. In view of the statements of the learned counsel, notice was issued to the respondents on 20.3.1998 and orders of status quo regarding possession were passed.

...2/-

On behalf of the Uttar Pradesh State Industrial Development Corporation [for short, “the Corporation”], its Regional Manager, Shri S.K. Srivastava has filed identical counter affidavits, paragraphs 4 and 5 of which read thus:

“4. That after 3.1.1987, the rate of premium of the various plots, carved out of land, acquired under the notification were allotted to the various industrialists, was Rs.120/- p.sq.mtrs.

5. That in the circumstances the corporation is entitled to the following amount, should this Hon’ble Court come for the conclusion that the plots should be allotted to the petitioner:-

1. The rate of premium Rs.120/-P.SQ.Mt.
for allotment of plot.
2. Interest on the simple interest
aforesaid amount at the rate of
18% per annum
w.e.f. 3.1.87.
3. Lease rent @ Rs.250/- per
Hectare per year
which is subject
upward revision
@ Rs.320 after
30 years and
Rs.620/- after
60 years.”

Learned counsel for the appellants stated that their clients are agreeable to accept the allotments at the rates specified in the above reproduced paragraphs 4 and 5 of the counter affidavits. They, however, made a request that nine months’ time may be allowed to their clients for making payment of the entire amount. In our view, the prayer made on behalf of the appellants is reasonable and merits acceptance. Accordingly, the appellants are allowed nine

...2/-

months' time from today for making payment in terms of paragraphs 4 and 5 of the counter affidavit subject to their filing undertaking to this effect within four weeks from today.

The civil appeals are, accordingly, disposed of.

It is made clear that in case within the aforesaid period of nine months payment is not made by the appellants, the appeals shall stand dismissed without further reference to the court and the respondents shall be entitled to take possession of the land from the appellants forthwith.

New Delhi,
April 15, 2009.

[B.N. AGRAWAL]

.....J.

[G.S. SINGHVI]

.....J.

[H.L. DATTU]

.....J.

JUDGMENT