<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Name of Field</th>
<th>Full area of revenue records</th>
<th>Area proposed to be acquired</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Lehamra</td>
<td>366</td>
<td>4</td>
<td>10</td>
</tr>
<tr>
<td>2</td>
<td>-do-</td>
<td>367</td>
<td>7</td>
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<td>5</td>
<td>15</td>
</tr>
<tr>
<td>4</td>
<td>-do-</td>
<td>392</td>
<td>10</td>
<td>5</td>
</tr>
<tr>
<td>5</td>
<td>-do-</td>
<td>393</td>
<td>12</td>
<td>3</td>
</tr>
<tr>
<td>6</td>
<td>-do-</td>
<td>391</td>
<td>19</td>
<td>17</td>
</tr>
<tr>
<td>7</td>
<td>-do-</td>
<td>389</td>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td>8</td>
<td>-do-</td>
<td>376</td>
<td>10</td>
<td>11</td>
</tr>
<tr>
<td>9</td>
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<td>375</td>
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<td>5</td>
</tr>
<tr>
<td>10</td>
<td>-do-</td>
<td>397</td>
<td>16</td>
<td>0</td>
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<td>11</td>
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<td>395</td>
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<td>15</td>
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<tr>
<td>12</td>
<td>-do-</td>
<td>394</td>
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<td>15</td>
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<td>13</td>
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<td>16</td>
</tr>
<tr>
<td>14</td>
<td>-do-</td>
<td>377</td>
<td>7</td>
<td>15</td>
</tr>
<tr>
<td>15</td>
<td>-do-</td>
<td>363/1</td>
<td>7</td>
<td>0</td>
</tr>
<tr>
<td>16</td>
<td>-do-</td>
<td>363/2</td>
<td>7</td>
<td>1</td>
</tr>
<tr>
<td>17</td>
<td>-do-</td>
<td>363/2</td>
<td>2</td>
<td>0</td>
</tr>
<tr>
<td>18</td>
<td>-do-</td>
<td>365/2</td>
<td>1</td>
<td>8</td>
</tr>
<tr>
<td>19</td>
<td>-do-</td>
<td>378</td>
<td>8</td>
<td>11</td>
</tr>
</tbody>
</table>

Total: 516 11 acres or 3.7 acres

Sd/- K.F. Rathur
A. P. Gorakhpur

Sd/- K.S. Varshney
S O

Sd:
20/4

Asstt. Director
Central Storage
Allahabad

Sd/-15.6/61
Executive Engineer
Food Storage Division
CPWD, Kanpur
# TABLE NO. 2

Map of Land being Acquired by the Ministry of Food & Agriculture for construction of Foodgrain godown at Basti.

The following particulars have been supplied from the Revenue Records by Shri Rama Pati Ram Srivastava, the Lokpal concerned.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Field No. of the field as per revenue records</th>
<th>No. of the Khata</th>
<th>Name of the Owners and Cultivators</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>366</td>
<td>4</td>
<td>373 Ws Isphen etc.</td>
</tr>
<tr>
<td>2</td>
<td>367</td>
<td>7</td>
<td>107 Ws Bhadshwar etc.</td>
</tr>
<tr>
<td>3</td>
<td>368</td>
<td>5</td>
<td>107 Ws Bhadshwar etc.</td>
</tr>
<tr>
<td>4</td>
<td>392</td>
<td>10</td>
<td>15 (19 Srij Jal Pati) 113 Sri Ram Nath</td>
</tr>
<tr>
<td>5</td>
<td>393</td>
<td>12</td>
<td>3 99 Sri Rameshwar</td>
</tr>
<tr>
<td>6</td>
<td>391</td>
<td>19</td>
<td>17 77 Ws Kalpo etc.</td>
</tr>
<tr>
<td>7</td>
<td>389</td>
<td>10</td>
<td>10 77 Ws Kalpo etc.</td>
</tr>
<tr>
<td>8</td>
<td>376</td>
<td>10</td>
<td>11 76 Shri Kalpo S/o Sri Phagun</td>
</tr>
<tr>
<td>9</td>
<td>375</td>
<td>10</td>
<td>5 19 Sri Jal Pati 113 Sri Ram Nath</td>
</tr>
<tr>
<td>10</td>
<td>397</td>
<td>15</td>
<td>0 33 Ws Dhrinish etc.</td>
</tr>
<tr>
<td>11</td>
<td>395</td>
<td>5</td>
<td>15 122 Sri Shiv Dutt</td>
</tr>
<tr>
<td>12</td>
<td>394</td>
<td>5</td>
<td>15 102 Ws Baranti etc.</td>
</tr>
<tr>
<td>13</td>
<td>374</td>
<td>0</td>
<td>16 72/1 Sri Shiv Nath</td>
</tr>
<tr>
<td>14</td>
<td>377</td>
<td>7</td>
<td>15 83 Sri Gaya etc.</td>
</tr>
<tr>
<td>15</td>
<td>362/1</td>
<td>7</td>
<td>0 98 Ws Budha Ram etc.</td>
</tr>
<tr>
<td>16</td>
<td>363/2</td>
<td>7</td>
<td>1 98 Ws Budha Ram etc.</td>
</tr>
<tr>
<td>17</td>
<td>364/2</td>
<td>2</td>
<td>0 98 Ws Budha Ram etc.</td>
</tr>
<tr>
<td>18</td>
<td>365/2</td>
<td>1</td>
<td>8 45 Sri Ram Kripal etc.</td>
</tr>
<tr>
<td>19</td>
<td>378</td>
<td>8</td>
<td>11 52 Sri Ram Rathe</td>
</tr>
</tbody>
</table>

Sd/- Rr. Nathur
Asstt. Director
Food Storage Division
CPWd. Gorakhpur.

Sd/- V.G. Verma
Exec. Engineer
Food Storage Division
CPWd. Gorakpur.

Sd/- Asstt. Director
Central Storage
Allahabad.
The following plots were purchased by Shri Deshraj Bhatia

<table>
<thead>
<tr>
<th>PLOT NO.</th>
<th>AREA</th>
<th>FROM WHOM</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>0.5-3</td>
<td>Smt. Jai Pati</td>
</tr>
<tr>
<td>2</td>
<td>0.5-2</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>0.10-11</td>
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<tr>
<td>4</td>
<td>0.10-10</td>
<td>N/S Kalpoo</td>
</tr>
<tr>
<td>5</td>
<td>0.19-17</td>
<td></td>
</tr>
</tbody>
</table>

2 Biswa
2 Dighra
GOVT. OF UTTAR PRADESH
FOOD AND CIVIL SUPPLIES (D) DEPT.
NO: 54/35/XXII(D)
DATED: LUCKNOW JAN. 12, 1962

NOTIFICATION

Under Sub-Section (1) of Section 4 of the Land Acquisition Act 1894 (Act No. 1 of 1894) the Governor of Uttar Pradesh is pleased to notify for general information that the land mentioned in the Schedule is needed for a public purpose.

2. The Governor being of opinion that the provision of Sub-Section (1) of Section 17 of the said act are applicable to the land is further pleased under Sub-Section (4) of the said Section to direct that the provision of Section 5-A of the Act shall not apply.

SCHEDULE

<table>
<thead>
<tr>
<th>District</th>
<th>Paragna</th>
<th>Numa</th>
<th>Approx. Area</th>
<th>For what purpose required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basti</td>
<td>Basti Purah</td>
<td>LAKHINABA</td>
<td>3.7 Acres</td>
<td>Construction of grain godowns of the G.O.L.</td>
</tr>
</tbody>
</table>

NOTE: A plan of the land can be inspected in the office of the Collector Basti.

BY ORDER

36/-

( B.S. SETH )

SECRETARY

Contd. . . . P/4
No. WH-35(1)/XXIX D

Copy forwarded for information to:

1. The Under Secy. to the Govt. of India, Ministry of Food & Agriculture (Deppt. of Food) New Delhi.

2. The Asstt. Director, Central Storage, Allahabad.

3. The Regional Food Controller, Gorakhpur Region, Gorakhpur.


By Order

( S. P. S. Sirohi )
Under Secretary.

---

No. WH-35(11)/XXIII D

Copy with a copy of Hindi Version forwarded to the Superintendent, Printing Stationery, Uttar Pradesh, Allahabad for publication in the next issues of the Gazette.

By Order

( S. P. S. Sirohi )
Under Secretary.
फेश गोबाल कला ग्राम सहायता जमा करना लागिता किया
क्योंकि जय 11 के सिद्धि विषयक 1-5-1982

बाज़ दिनां 1-5-1982 क्या 11 के दिन के श्री राम जी के नाम
ग्रामीणों भी अच्छी तरह सहित करके फेश गोबाल कला के लिए जमा कर्दा

272 272 272 272 272 272 272 272 272 272 272 272 272 272 272
0-10-5, 0-7-10, 0-4-15, 0-10-5, 0-12-5, 0-19-17, 0-10-15, 0-10-15, 0-10-15

272 272 272 272 272 272 272 272 272 272 272 272 272 272 272
0-10-5, 0-7-10, 0-4-15, 0-10-5, 0-12-5, 0-19-17, 0-10-15, 0-10-15, 

है 10 जोल 5-16-11 वा तपता जाना 1 घंटे

पर यह को उत्तर भारतीय सरकार का एक बड़ा शही भी समझौता और बदलकर
कर निर्णय ला फेरी अस्वादित किया।

 Signed

Harry d/o

(Shri Ram Dalal)

हस्सार ठाकुरकों
बदल ठाकुर बलादिए
3 and 4.

3. Bean seeds plated, each contained with 1, 2, 3, 4, 5, 6, 7, 8, or 9 seeds.

4. Seedlings arranged in groups of 10 or 12 to study position of initial.

5. Plants grown in moist peat moss and held at various temperatures.
Goel/142

Rs. 18,000/- by Mr. mohan 2.02.62

Forいち

As per Paper:

The Encroachment

Gobindpur

Date

E.C. 317-28-1949

P.C.

The title deed of the executed deed of the encroachment

To the

Lands

The encroachment taken for the reason:

Details of the land comprised in the same or PCI owned land & building

132
कृपया अपने कार्यालय के पुष्टिकृत पत्र/आ.लि. का संदर्भ लें जो प्रमुख तत्विक, सिपाई, उत्तर प्रदेश शासन, लड़ाकू को संबोधित है। इस सम्बन्ध में यह कहना है कि मुख्य अधिकायता [गण्डकी] ने अपने पत्र संख्या 7468/भ.36 गो./53-6 डब्लू/पुनःधन दिनांक 11.11.96 के द्वारा श्री रवीन्द्र प्रसाद सिंह, अधीरपुर अधिकायता के अधीरपुर स्थित पत्रकार 6935 दिनांक 14.11.96 को लटका किया है, जो श्री रवीन्द्र शासन, मुख्य अधिकायता [गण्डकी], सिपाई विभाग, उत्तर प्रदेश, गोरखपुर को संबोधित है। वर्णित पत्र के अध्ययन से पुरीत होता है कि ग्राम सहायता में गाटा संख्या 793 रक्षा 2.02 एक्स नियामित रेट प्राप्त करने के अनुसार भारतीय खाद्य निगम के पश्चात् हस्तान्तरित फटक की जा लकी है।

अतः आप द्वारा निर्देशित अग्नियोजन उपरोक्त भू-क्षेत्र के इस्तानबल हेतु सु. 1.81,800.00 डिमांड प्राइपल स्ऱ्ट की आई द्वारा आपके तेतार में इस अनुरोध के तहत पुरी किया है कि उपरोक्त अग्नियोजन की पावनी स्पष्टक कर ग्राम सहायता में गाटा संख्या 793 रक्षा 2.02 एक्स का भारतीय फटक दिलाने की कृपया कहें ताकि भारतीय खाद्य निगम द्वारा पुष्टिकृत मानदंड नियामित की प्रकृति प्राप्त की जा सके।

लेखन: 3 + D.O. No. 908786 del 28-11-77

भारतीय खाद्य सिगम

नोट :
1. संयुक्त पुष्टिकृत [मण्डल] क्षेत्रीय कार्यालय, भारतीय खाद्य निगम, लखनऊ।
2. मुख्य अधिकायता [गण्डकी], सिपाई विभाग, गोरखपुर।
3. प्रमुख साधन, सिपाई विभाग, उत्तर प्रदेश शासन, लखनऊ।
4. महाइक प्रक्रिया [मण्डल] [पुष्टिकृत] मिश्रित, देवरिया।

अन्य पुष्टिकृत
DRAFT CONVEYANCE DEED

This indenture made this__________ day of ________
one thousand nine hundred and sixty seven between the
President of India hereinafter referred to as "The President"
(which expression shall unless excluded by or repugnant to
the context include his successor or successors in office
and assigns) of the one part and the Food Corporation of
India, a body corporate established under the Food 
Agricul7ures Corporations Act (37 of 1964) and having its registered
office at New Delhi hereinafter referred to as "The
Corporation" (which expression shall unless excluded by
or repugnant to the context include its successors and
assigns) of the other part:

Whereas the President has agreed with the Corporation
for the sale to the Corporation for the sum of Rs.7,60,846-47
(Rs. seven lacs eighty thousand eight hundred forty six & paisa
forty seven only).

The property known as the Central Food grain storage
Depot of the Ministry of Food, Agriculture, C.D.A.C.(Department
of Food), Government of India, at FSD Basi I with all buildings,
erotions, structures, equipments, fixtures and fittings,
free from encumbrances together with his right, title and
interest in the properties described in the first schedule
and second schedule hereunder written in the manner here-
inafter appearing.

Now this indenture withethat that in pursuance of the
sale agreement and in consideration of the sum of Rs.760,846-47.
(Rs. seven lacs eighty thousand eight hundred forty six & paisa
forty seven only).

Paid by the Corporation to the President on or before
the execution of these presents (the receipt whereof the
President hereby acknowledges) the President as beneficial
owner both hereby grant transfer, convey, assign and assure
up to the Corporation all that piece or parc I of land at
Basi I which is more fully described in the first schedual
heretofore written and with boundaries thereof for greater
clerness has been delineated in the plan annexed to these
presents and thereon coloured.................................

Cont'd..............P/2
together will all rights, easements and appurtenances whatsoever to the said land belonging or appertaining and all buildings, structures, fixtures and fittings thereon or therein (a list of the principal portion whereof is set out in the second schedule hereunder written) out-houses and all other erections and all paths, passages, walls, trees, woods, fences, hedges, ditches, ponds, sewers, drains, railway sidings, railway tracks, railway station, railway platforms and appurtenances thereto, belonging or in anywise, appertaining or therewith usually hold, occupied, enjoyed, reputed or known as part or parcel thereof or appurtenant thereto, all the estate, right, title and interest, properly claim hereby conveyed and transferred un to the Corporation or expressed or intended so to be or any part or parts thereof (hereinafter referred to as "The said property and premises") and all deeds, mortgages, covenants, and instruments of title whatsoever exclusively relating to the said property and premises which are now in the possession of the President or any person or persons from whom he can procure the same without any action or suit TO HAVE AND TO HOLD the said property and premises herein comprised and hereby granted conveyed, transferred, assigned and assured or intended so to be as aforesaid with his and every of his rights un to the Corporation absolutely and for ever securing to the respective natures and tenures thereof free from all encumbrances whatsoever.

Subject always to the exceptions and reservations hereinafter contained that is to say, the President excepts and reserved unto himself all mines, minerals, coal, goldwashing, earth oils and quarries in or under the said land fully described in the first schedule hereunder written and full right and power at all times to do all acts and things which may be necessary or expedient for the purpose of searching for, working, obtaining, removing and enjoying the same without providing or leaving any vertical support for the surface of the said land described in the first schedule hereunder written or for any building for the time being standing thereon provided always that the President shall make reasonable compensation to the Corporation for all damage directly occasioned by the exercise of the rights
The President doth hereby convene with the Corporation as follows:

i) The President has not any time done or knowingly omitted or suffered any act, deed or thing whereby he is in any way prevented or restained from transferring the said property and premises unto the Corporation in the manner aforesaid.

ii) The interest which the President professes to transfer subsists and he has good right and full power to grant convey, transfer, assign and assure, the said property and premises hereby conveyed and transferred unto the Corporation and every part thereof and to hold and enjoy the said property and premises without any interruption, claim or demand whatsoever by the President or any person or persons claiming through under or in trust for his freed and discharged from or otherwise by the President sufficiently indemnified against all and all manner of incumbrances, claims and demands whatsoever created, occasioned suffered or made by the President.

iii) The President and every person or persons having or Lawfully claiming through or under the President any estate-right, title or interest in to or upon the said property and premises hereby conveyed and transferred unto the Corporation or any part thereof shall and will at all times hereafter upon every reasonable request and at the cost of the Corporation make do acknowledge, execute and perfect all such further and other Lawful and reasonable acts, deeds, assurances, matters and things whatsoever for the further better and more perfectly assuring the said property and premises unto the Corporation in the manner and subject as aforesaid as shall or may be reasonable required.

iv) The President has agreed to bear the stamp duty, if any chargeable on those presents.

The First Schedule above referred to is £11,295-31

As per annexure I

The second Schedule above referred to is £7,69,551-16

As per annexure III
In witness whereof Shri ________________________________

For and on behalf of the President of India has hereunto set and subscribed his hand the day and year first above written.

Signed and delivered by Sri ________________________________

Name & Designation

For and on behalf of the President of India.

In the presence of :

1) ________________________________

2) ________________________________

* Particulars of lands should be given here.

* Particulars of buildings, structures etc. to be given here.
CERTIFICATE

ANNEXURE-I

This is to certify that the particulars furnished in first and second schedule in the draft conveyance deed are correct.

DISTRICT MANAGER
FOOD CORPORATION OF INDIA
GORAKHPUR

CERTIFIED BY

DEPUTY MANAGER (STORAGE)
FCI Regional Office,
Lucknow.

SR. REGIONAL MANAGER
<table>
<thead>
<tr>
<th>Remarks</th>
<th>Blown Glass</th>
<th>Account Number</th>
<th>Account Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Remarks</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Amount:** $6,367.50
**Award Order U/s 11 of the Land Acquisition Act**

1. **Case No.:** 157/302
3. **Area Required:** 3.7 Acres.
4. **Whether 2A. Area of Non 2A. Area:** ZA. Area.
5. **Name of Acquiring Body:** S.M. (RA) Viharg, U.P.
6. **Date of Notification:** U/S 4/17=12.1.62
7. **Date of Notification:** U/S 5/17=12.1.62
8. **Whether Sec.17 was applied:** Yes.
9. **Purpose of Acquisition:** For the construction of Central Foodgrain godowns by Govt. of India at Basti Railway Station.
10. **Date of Possession:** 1.5.1962.
11. **Date of Award:** 23.4.1963.
12. **Amount estimated:** R1.
13. **Amount Awarded:**
   - At Agricultural Rate = Rs 910=40.
   - At other Rate = R1.
   - Building = Rs 1700=00
   - Trees = Rs 471=00
   - At other constructions = R1
   **Total: Rs 3081=40**
14. **Amount capitalized value of land:** NIL
15. **Amount of Interest if any:** Rs 13+4=88.
16. **Cost of Acquisition:** Rs 3081=14 (Justification for the amount awarded with others necessary and relevant details).

The Land to be acquired was surveyed U/S L.A. Act. The compensation statement were prepared for the valuation of the various interests in the Land according to the rates. Samudharni Land was valued at forty times of the valuation at hereditary rates or 80 times of the Land revenue which ever was greater and shahdiari Land at 20 times of the valuation at hereditary rates in addition to twenty times of the difference between the valuation and the Land revenue, where the Land revenue happen to be less than the valuation in either case..............More than 10% of the entries of the compensation statement were checked and the mistakes detected were got corrected.

In response to the notices U/S of the L.A. Act objections were filed by Kohan, Ansai, Rambali and Mangru stating that Land shown in the site plan belonging to Shiv Ram Kohli is in dispute and Litigation is pending in the Court of Munsif - Basti, payment of the compensation therefore, should be stayed till final order. However, they did not give evidence in support of their contention and were also absent on subsequent date. These objection is therefore dismissed.
A second objection was filed by Usman, Harif, Ismail and Latif Ali and others praying that trees on plot No. 691 be excluded or their compensation be assessed to the time of Rs. 1500-00 because of their proximity to the main road. From the marginal orders of my Learned Predecessor it appears that the Applicant has not objected that they were given compensation only for the land and allowed to cut the trees. The matter was referred to the Asstt. Engineer Gorenpur. From their reply 1-9-52, it is clear that the Department is not willing to allow such concession and is prepared to pay minimum compensation for the trees. There are accordingly to the Applicants own admission six mango trees and one bany tree. Taksildar has assessed their value as Rs. 471-00 which appear reasonable. The objection is therefore decided accordingly.

A third objection was filed by Desh Raj Bhatia and others. They alleged that the acquired land has a greater market value than assessed that the name of Desh Raj Bhatia be substituted in place of Kalpoo and Jat. Jaiqabi and that compensation for well constructed for residential purpose should also be given. As regards the first objection about market value the objection has filed two sale deeds dated 14-2-1959 and 16-10-1952. The date of Notification U/S 5 of the Land Acquisition Act is Jan 12, 1952. According to Section 23 of the L.A. Act the market value of the land has to be determined according to prevalent rate on the date of the Notification. As such the sale deed dated 16-10-1952 is out of date. We may consider the sale deed dated 14-2-1959. However is referred to Plot No. 519 measuring 6 Biswa 6 Dhurs sold for Rs. 1550/- it is notable that the objection has given no evidence to show that the land acquired has the same or greater market value. I have seen the site plan which shows Plot No. upto 524. It is appears that the Plot No. 519 is situated at a distance from the land under question. It is possible therefore that it may have carried a higher valuation for matters which have not been placed before the court for consideration. As such it will not be desirable to hold that the land under requisition should be valued at the same market value as Plot No. 519. I therefore find the claim for higher compensation for land is not possible second clause regarding substitution of the name of Shri Deshraj Bhatia in place of Shri Kalpoo and others the objection Shri Desh Raj Bhatia has filed extract of Khatum of Village Lakhmaura for the year 1366 F. which shows that name of Kalpu and others has been ordered to
be expunged from Plot No. 376, 389, 391 and that of Sat. Jaipati from Plots No. 375 and 392 under requisition and that of Shri Desh Raj Shatia has been substituted instead under the orders of A.O.D.

Notices were also issued to Sri Kalpu and others and Sat. Jaipati to justify its point. Kalpu is dead Neti S/o Dehal changara S/o Kalpu deceased and Sat. Jaipati appeared before the Court and admitted the claim of the objection. Hence this objection is also decided accordingly. Let names of Kalpu and others and that of Sat. Jaipati be struck off from the compensation statement and that of Sri Desh Raj Shatia be substituted instead.

As regards the third claim for compensation of bricks used in the wall it is obvious from the table no. 3 of the CPWD dated 20-10-61 that the bricks wall existed at the time of execution on plots no. 389, 391, 375 and 376. Compensation for wall has been assessed by CPWD as Rs. 1700/- and is therefore admissible.

No capitalized value of the land is charged because the land has been acquired by a non-commercial department of the State i.e. CPWD.

Interest will be charged 6% i.e. Rs. 184.88 for the compensation amounting to Rs. 3081.40 for 1 year as the possession has already been taken by the acquiring body on 1-5-1972.

Considering the amount of labour and time involved in this case I assess 10% of the compensation i.e. Rs. 308.14 as the cost of acquisition and Rs. 184.88 as the interest of the Land for the permanent acquisition of 3.7 acres of Land. The item-wise details of the compensation are given according to the compensation are given; according to the area in Form 'A' appendix XI, placed on the file.

Let necessary statements be prepared and a copy of this Award be submitted to the Sanchiv, Rajarwa Parishad, U.P. Khand-10 Lucknow.

Sd/- (S.K. SHARMA)
LAND ACQUISITION OFFICER
BASTI
DATED: 23-4-63
In the Court of the Distt. Judge of Basti

Present: Sri Jagdish Sharma, DJ

Case No. 2 of 1964

Deshraj Bhatia V/s State

JUDGEMENT

Land measuring 3.7 acres in area situated in village Lakhsura Pargana Basti Estd., Tehsil Basti, Distt. Basti was acquired for the constructions of Central Foodgrains godowns on behalf of the Govt. of India. Notices U/s 4 of the Land Acquisition Act were issued on 12.4.62 and notification for interested parties were issued. The same day possession was taken on 15.4.62. Deshraj Bhatia and others filed objections against the acquisition of the land. The Land Acquisition Officer gave his Award on 23.4.63 giving compensation of Rs. 3081.40 for the land at agricultural rates so far building & trees etc.

Feeling aggrieved Deshraj Bhatia applied U/s 18 for reference to this Court. The case was referred by the Collector Basti to this Court U/s 18 of the L.A. Act. Deshraj Bhatia filed objection to the Award. He claimed Rs. 7601/- per Hava as the price of the land (which measures 2 Bighas 11 Biswas 2 Dhuris) of his share at the prevailing market rates and claimed compensation at Rs. 35760/-. The claims of Deshraj Bhatia has been contested on behalf of the State of U.P. According to them, the Award given by the L.A. Officer was perfectly justified and the rate of compensation allowed by him was proper and adequate.

The following issues were framed by learned Predecessor in office on the basis of the pleadings of the parties:

1. What amount of compensation is the applicant entitled to?
2. Whether the claim for further compensation is barred by estoppel?

FINDING

Issue No.

Parties have led oral as well as documentary evidence in support of their respective cases.

The oral evidence in this case was recalled by my Learned Predecessor in office.

Deshraj Bhatia examined one Ram Chandra Sahay and his own self in support of his claim.
of the acquisition.

A perusal of the statement of Ram Chandra Sahai shows that he had hardly any knowledge of the market rate on which land is being sold in the vicinity of the Land in question. He has stated about some sale deeds obtained by the Sugar Mills Basti for some pieces of land required by them can not in my opinion determine the market rates of the Land in the vicinity of the Land purchased by the Sugar Mills Basti.

Apart from the above aspect none of these sale deeds is about the land in vicinity of the land in question.

Deshraj Bhatia in his cross examination admitted that he had claimed £ 200/- per bishwa as compensation for this very land before L.A. Officer Basti.

After this admission of Deshraj Bhatia about the compensation, he claimed for the land in question before the Land Acquisition Officer there is noting left in the claims of Deshraj Bhatia claiming £ 760/- per bishwa for this very land as compensation.

Deshraj Bhatia can not be permitted to claim more than £ 200/- per bishwa of the land in question.

The State of U.P. has examined several witnesses including the village Lakhpal about the rate on which the land has been acquired and about the market rates.

It can not be disputed that the Land in question is in the near VICINITY of the Sugar Mills Basti and constructions of good pucca houses is progressing on a very high speed.

It can not also be disputed that the price of Land which were lying following either to has shot up very high on account of the increase in population and the demand of Land for residential quarters and also for industrial purposes.

The State Govt. has also filed example to show that the land in this village was sold at £ 100/- per bishwa in the year 1937 to Deshraj Bhatia.

Strangely none of the examples filed by Deshraj Bhatia and also that filed by the State Govt. relate to the Land in the near VICINITY of the Land in question.

These examples have not much value in determining the market rates for the land in question.
Calculating in the light of what has been said above the piece of the Land acquired from Shri Deshraj Bhatia comes to ₹6367-50 paisa as the areas of the Land acquired from Deshraj Bhatia according to his own objection contained in dated 28.3.64.

I, therefore, hold that the adequate and reasonable compensation for the land acquired from Shri Deshraj Bhatia is ₹6367-50 paisa.

Issues No. 1 is decided accordingly.

Issue No. 2:

No separate finding need be recorded for this issue as the same has been covered by the finding on issue No. 1.

This reference is decided as under, that the State of Uttar Pradesh shall pay "₹6367-50 paisa to Shri Deshraj Bhatia as compensation for the Land measuring 22ighas" 11 Kissew 2 dhurs in area and acquired from him as detailed in Award within two months of this order, Deshraj Bhatia shall also be entitled to interest at 3% per annum on this sum from the date of possession up to the date of payment. Cost of references shall remain easy.

A copy of this Judgement and order shall be sent to Collector Basti for information for necessary action.

Sd/- JUGDISH SHARMA
DISTT. JUDGE : BASTI
7.12.68

Judgement pronounced delivered signed and in open Court today.

Sd/- JUGDISH SHARMA
DISTT. JUDGE: BASTI
7.12.68

Forwarded to the Distt. Land Acquisition Officer Basti for favour of necessary action.
Supplementary Award in Land Acquisition case No. 457/302
For acquisition of 3.7 Acres Land Village in Lakhnaura
for constructions of foodgrain godowns for Govt. of India

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<th>Add. Amount Compensation</th>
<th>Interest</th>
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<td>6307=50</td>
<td>1332=39</td>
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sd/- (A.P. UPADHYAY)
DISTT. LAND ACQUISITION OFFICER
BASTI
DATE: 5.4.69

NOTE: INTEREST @ 3% paid to Dashraj Rhatia from 1.5.62 to 15.4.69