2025 INSC 646

Reportable

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION

Civil Appeal No..... of 2025
(@Special Leave Petition (C) No.1866 of 2024)

MAHNOOR FATIMA IMRAN & ORS.

APPELLANT(S)

VERSUS

M/S VISWESWARA INFRASTRUCTURE PVT. LTD & ORS.

RESPONDENT(S)

With

Civil Appeal No..... of 2025
(@Special Leave Petition (C) No.3660 of 2024)

Civil Appeal No..... of 2025
(@Special Leave Petition (C) No.3661 of 2024)

Civil Appeal No..... of 2025
(@Special Leave Petition (C) No.....of 2024)
(@Dy. No.19071 of 2024)

J U D G E M E N T

K. VINOD CHANDRAN, J.

1. Leave granted.

2. These appeals arise from the order of the Division Bench of the High Court of Telangana in a writ appeal filed

from the judgment in a batch of writ petitions dismissed by a common order. The appeal was only against the judgment in W.P No.30855 of 2016; which writ petition essentially prayed for restraining the Telangana State Industrial Infrastructure Corporation Limited[1], the first respondent therein from attempting to enter into the land of the writ petitioners having an extent of 53 acres, situated in Survey No.83/2 of Raidurg Panmaktha, Village Serilingampalle Mandal, Ranga Reddy District, with prayers also against demolition of the fencing and structures without any notice or without any right or authority. The connected writ petitions also claimed similar reliefs as against the first respondent, but with respect to smaller extents of property, said to have been purchased from the original owners. The appellants before the Division Bench claimed that they are in possession of the subject property on the strength of registered title deeds in which the vendor is one M/s Bhavana Co-operative Housing Society Ltd.[2] who obtained possession of the land under an

[1] For brevity 'the TSIICL'
[2] Bhavana Society hereinafter

agreement of sale on 19.03.1982. We are not concerned with the other writ petitions since the impugned judgment in the SLPs are concerned with only an appellate order reversing the judgment in WP No.30855 of 2016 and allowing the said writ petition.

3. The learned Single Judge after dealing with the various proceedings taken against the total extent of 525 acres 31 guntas in Survey No.83 of Raidurg Panmaktha Village, Serilingampalle Mandal, Ranga Reddy District, originally belonging to 11 individuals, under the Andhra Pradesh Land Reforms (Ceiling on Agricultural Holdings) Act, 1973[3] and the Urban Land (Ceiling and Regulation) Act, 1976[4] confined the consideration to the 53 acres. It was noticed that the agreement of sale dated 19.03.1982 was validated by proceedings of the Assistant Registrar, Ranga Reddy District on 11.09.2006 which validation was held to be fraudulent by the District Registrar, Karimnagar by order dated 12.08.2015. The No Objection Certificates issued by the Urban Land

[3] (hereinafter referred to as, 'the Land Reforms Act')
[4] (hereinafter referred to as 'the Land Ceiling Act')

Ceiling authorities against the writ petitioners also stood cancelled, against which no proceedings were taken. There was nothing to show a valid title having been conferred on the writ petitioners and the vendor of the writ petitioners had filed a suit for specific performance; O.S.No.248 of 1991 before the jurisdictional civil court which had been dismissed for default on 06.04.2001 and the application for restoration was also dismissed on 23.02.2004. Finding no valid explanation as to how another agreement of sale of the same date i.e., 19.03.1982 surfaced, relying on ***S.P. Chengalvaraya Naidu (D) by LRs v. Jagannath (D) by LRs and Ors.***[5] emphasised the fraud perpetrated by the petitioners. The subject land was comprised in a total of 99 acres 17 guntas, covered by the agreement of sale dated 19.03.1982; stated to be in the possession of the Government as on the date of the agreement, having vested in the Government under the Land Reforms Act. The possession was said to have been redelivered to the General Power of

[5] (1994) 1 SCC 1

Attorney (GPA) of the original declarants, thus, negativing the claim of possession with M/s. Bhavna Cooperative Housing Society from 1982. The writ petition filed on the ground of possession stood dismissed.

4. In the appeal, the Division Bench found that the State was concerned with only 470 acres of land out of the total 525.31 acres, as per the learned Advocate General and hence the 53 acres stood distinct and separate. The learned Single Judge, according to the Division Bench, erred in so far as looking into the title of the writ petitioners since the prayer was against illegal dispossession, based merely on the possession of the subject land. As far as the possession, interim orders by co-ordinate benches were relied on. One in WP No.29547 of 2011, wherein a Division Bench by interim order dated 01.03.2011 restrained the Lok Ayukta from proceeding further in an application filed by the Andhra Pradesh Industrial Infrastructure Corporation Ltd.[6], the predecessor of TSIIC. The other order was passed on

[6] The APIIC

17.02.2012 in WP No.4466 of 2012 filed by the appellants wherein there was a stay of demolition of the structures raised by the writ petitioners (the appellants herein) in Survey No.83/2 in Raidurg Panmaktha, Village Serilingampalle Mandal, Ranga Reddy District. Relying on the settled legal position that a person in possession cannot be dispossessed, except in accordance with law and finding the actions of the TSIIC, to be in violation of the interim orders issued, restrained the respondents from dispossessing the appellants from 53 acres situated in Survey No.83/2 as also from demolishing the fencing sheets and construction raised by the appellants without taking recourse to law.

5. The appeals before us have been filed by the party respondents in the writ petition who are the legal heirs of the original owners and one, by individuals claiming smaller extents of property. Before us, for the appellants Shri Nidhesh Gupta, learned Senior Counsel appeared, Shri Hiren P.Raval, learned Senior Counsel appeared for the respondents who are the writ petitioners and Shri S. Niranjan

Reddy, learned Senior Counsel appeared for the State of Telangana and the petitioners in SLP (C) Diary No.19071 of 2024 are represented by Shri P. Mohith Rao, Advocate on Record, who adopted the arguments raised by the learned Senior Counsel appearing in the other appeals.

6. At the outset, we notice that the writ petition is only one filed seeking an order against dispossession, unless in accordance with law, as noticed by the Division Bench. However, we cannot but say that the learned Single Judge has not decided the question of title and has only raised an apprehension on the asserted title and possession by the writ petitioners. The title was asserted to be validly obtained by instruments of conveyance, but the title of the vendor was suspect. Likewise, possession, on the ground, in reality, had not been proved was the essence of the findings of the learned Single Judge. Before we look at the sustainability of the impugned judgment, we have to notice that the subject land, rather the total larger extent; the original owners being the 11 individuals, predecessors in interest of the appellants

herein, had a chequered career as is seen from the decisions produced in the records; ***State of A.P and Ors. v. N. Audikesava Reddy and Ors.***[7] and ***Omprakash Verma v. State of A.P.***[8]

7. We notice the facts from ***Omprakash Verma***[8] which, at the outset, found that one Mohd. Ruknuddin Ahmed and 10 others were the original owners of a land admeasuring 526.07 acres in Survey No.83 situated at Village Raidurg (Panmaktha) of Ranga Reddy District in the State of Andhra Pradesh; comprised in which is the subject land of this litigation having an extent of 53 acres. On 07.07.1974, the owners executed registered GPA in favour of a partnership firm known as Sri Venkateswara Enterprises, represented by its Managing Partners A. Ramaswamy and A. Satyanarayana. On 01.01.1975, when the Land Reforms Act came into force, the said land being an agricultural land, the owners filed 11 declarations under the Land Reforms Act. About 99.07 acres was found surplus in the hands of 4 declarants and possession

[7] (2002) 1 SCC 227
[8] (2010) 13 SCC 158

was taken on 11.04.1975, which vested in the State Government. Later, the Land Ceiling Act came into force and the owners through their GPA, filed declarations under Section 6 (1) of the that Act, allegedly on a mistaken impression, since the land in question was agricultural land and it was not included in the Master Plan under that Act.

8. Draft statements were issued on 06.12.1979 and 25.01.1980 under the Land Ceiling Act. The final statements under Section 9 were issued declaring the surplus area for each of the declarants on 16.09.1980 and 30.01.1980. A notification was issued by the competent authority under Section 10 (1) by GOMS No.5013 dated 19.12.1980 vesting the surplus land determined. The State Government under Section 23 of the Land Ceiling Act allotted 470.33 acres to the Hyderabad Urban Development Authority (HUDA), the possession of which was not surrendered. Later, in exercise of the powers conferred under Section 20(1) of the Land Ceiling Act, certain exemptions were granted, entitling each holder of excess land to hold 5 acres instead of 1000 sq.

meters. A number of persons, including the appellants purchased different extents of land which sale deeds were directed to be cancelled by the Inspector General of Registrations. The cancellation order passed by the Registrar was challenged in a writ petition which was allowed. A Division Bench rejected the appeal against which a SLP was filed in ***N. Audikesava Reddy and Ors.***[7], in which the decision of the High Court was reversed. The State Government then took a decision to allot the excess land to third parties who were in occupation of such excess land on payment of prescribed regular charges, upon which the original declarants sought for a consideration providing them to retain the excess land on payment of requisite compensation.

9. The State Government without taking any action on the representations allotted 424.13 acres of land in the name of APIIC against which four writ petitions were filed in the High Court by individual owners as well as one M/s. Chanakyapuri Cooperative Housing Society Ltd., Secunderabad which

Society claimed that the proceedings of the competent authority under the Land Ceiling Act stood restored by the judgment in ***N. Audikesava Reddy and Ors.***[7] The Division Bench rejected the writ petitions against which SLPs were filed which were decided in ***Omprakash Verma's***[8] case. The learned judges in ***Omprakash Verma's***[8] case rejected the contention that the original owners had filed the declaration on a misconception and confusion. We extract paragraph 86 to 88 of the cited decision: -

> *"**86.** It is not in dispute that the panchnama has not been questioned in any proceedings by any of the appellants. Though it is stated that Chanakyapuri Cooperative Society was in possession at one stage and Shri Venkateshawar Enterprises was given possession by the owners and possession was also given to Golden Hill Construction Corporation and thereafter it was given to the purchasers, the fact remains that the owners are not in possession. In view of the same, the finding of the High Court that the possession was taken by the State legally and validly through a panchnama is absolutely correct and deserves to be upheld.*

87. *It is relevant to point out the conduct of the appellants in the previous proceedings which were highlighted by the learned Senior Counsel for the State as well as APIIC. They are:*

(a) the appellants themselves described the land in Survey No. 83 as "grazing land" in their declarations filed under Section 6(1);

(b) the appellants filed declarations under the Land Reforms Act subjecting the land to the jurisdiction of the Tribunal;

(c) filing declarations under the ULC Act treating the land in Survey No. 83 as vacant land;

(d) the transaction of agreement of sale entered into between GPA and Chanakyapuri Cooperative Housing Society;

(e) owners and Society filed applications for exemptions which were rejected;

(f) Chanakyapuri Society pursued its remedies against such rejection of exemption up to this Court in which the owners through their power of attorney were sailing with the Society.

In fact these instances were projected in their counter-affidavit before the High Court

by the State and APIIC to non-suit the appellants. Though the learned Senior Counsel for the appellants pointed out that these aspects were not highlighted before the High Court, the conduct of the appellants as regards the above aspects cannot be ignored.

88. *It is pointed out that the owners themselves have described the land in Survey No. 83 as "grazing lands" and "vacant land" in the relevant columns of their declaration under Section 6(1) and, therefore, the proceedings of the competent authority under Sections 8, 9 and 10 are valid. Though the said aspect had not been disputed by the appellants, however, it is pointed out that the mentioning of "grazing lands" in the said declaration is not conclusive. However, as observed earlier, their statements in the form of declarations before the authorities concerned cannot be denied. In fact, we were taken through those entries which are available in the paper book in the form of annexures."*

10. Hence, in so far as the land allotted to APIIC, now in the possession of TSIIC, which is 424.13 acres, the vesting and allotment has attained finality. There can be no dispute either of title or possession raised on that land.

11. Now, we come to the 99.07 acres, vested under the Land Reforms Act. While proceedings were continuing under the Land Ceiling Act, which were also challenged on the ground that the entire lands were agricultural lands, not included under the Land Ceiling Act, the GPA of the original declarants filed a petition before the Land Tribunal pointing out the proceedings taken under the Land Ceiling Act, asserting that the provisions of the Land Reforms Act are not applicable since the entire land in Survey No.83 was treated as vacant land under the provisions of the Land Ceiling Act. The GPA sought release of the extent of 99.07 acres which was rejected. Four appeals were filed before the Land Reforms Appellate Authority-cum-District Judge, Ranga Reddy in which there was a remand. The Land Tribunal on remand accepted the plea of the declarants and directed the

extent of 99.07 acres to be released to the declarants; which according to the learned Senior Counsel appearing for the State was not permissible.

12. Subject of the present appeals; 53 acres, is said to be comprised in the 99.07 acres of land allegedly reverted to the declarants on 25.04.1990, the possession allegedly having been handed over to the GPA of the declarants. In so far as the remaining 46.20 acres, there is said to be a writ petition pending before the High Court in which the High Court has permitted the State to protect the total 470.33 acres, including the 424.32 acres earlier allotted to APIIC, now with the TSIIC. While the appellants herein, the legal representatives of the original owners/declarants asserted their possession and ownership, the respondents who are the writ petitioners equally assert their possession on the strength of title deeds which have not been challenged at all.

13. All the parties have filed their detailed written submissions. On the arguments, suffice it to notice that Shri Nidhesh Gupta, learned Senior Counsel appearing for the

appellants submitted that there could be no conveyance effected by the sale agreement of 19.03.1982 and the title deeds executed cannot confer any title on the vendees since the vendor did not have a valid title. The vendor in the said title deeds had sought for specific performance which suit stood dismissed for default and the application for restoration was also rejected. Based on the sale deeds, the writ petitioners had taken loans from banks, offering the said lands as collateral security, which had led to a CBI investigation where the sale deeds were found to be fraudulent. Proceedings were initiated under the criminal law against the writ petitioners and their Directors. In so far as the 46.20 acres, the appellants would agitate their cause in the writ petition pending before the High Court. The remaining 53 acres was admittedly taken possession by the GPA of the original declarants, which possession is with the appellants, the ownership having devolved upon them.

14. Shri Hiren P. Raval, learned Senior Counsel appearing for the respondents on the other hand submits that there is no

challenge to the sale deeds and the entire exercise is experimental, especially considering the development agreement entered into with a builder as is produced by the Respondent No.1 to 7 through I.A. No.83765 of 2025. Behind the scenes, the developer is funding the litigation in the hope that the appellants who are all living abroad would obtain possession of the disputed land on which the developer could carry out their activities. Shri S. Niranjan Reddy, learned Senior Counsel on the other hand submits that the State is concerned with 99.07 acres of land which had vested in the State under the Land Reforms Act. The land having vested with the State, there is no reason for reverting it back to the original declarants who had claimed the said lands to be agricultural lands when the Land Reforms Act came into force. Shri S. Niranjan Reddy also points out Section 9-A of the Land Reforms Act which provides for reopening of cases. It is also pointed out that though the Land Ceiling Act, 1976 has been repealed in 1999, the vesting cannot be disturbed and the decisions of this Court on the earlier two occasions

has brought about a finality to the vesting under the repealed Act.

15. The respondents herein who were the writ petitioners have emphasised their claims on the basis of the decision in ***Suraj Lamp & Industries Pvt. Ltd. v. State of Haryana & Anr.***[9]***.*** The said decision has been cited to argue that the title deeds; registered instruments of conveyance, are to be deemed valid unless set aside or declared void by a Civil Court of competent jurisdiction. There is no such dictum in the said decision wherein a Division Bench of this Court was concerned with conveyances made on the strength of agreements of sale, General Power of Attorney and Wills. The issue addressed was avoidance of execution and registration of deed of conveyances as a mode of transfer of a free hold immovable property, especially in the teeth of Section 17 and Section 49 of the Registration Act. The tendency to adopt Power of Attorney sales along with execution of sale agreements and a bequeath by way of will,

[9] (2012) 1 SCC 656

instead of execution and registration of proper deeds of conveyance on receipt of full consideration was deprecated. We extract paragraphs 15 to 17 of an earlier order dated 15.05.2009 in the said case, extracted as such in para 15 of the aforesaid decision:

> *"15. The Registration Act, 1908 was enacted with the intention of providing orderliness, discipline and public notice in regard to transactions relating to immovable property and protection from fraud and forgery of documents of transfer. This is achieved by requiring compulsory registration of certain types of documents and providing for consequences of non-registration.*
>
> *16. Section 17 of the Registration Act clearly provides that any document (other than testamentary instruments) which purports or operates to create, declare, assign, limit or extinguish whether in present or in future 'any right, title or interest' whether vested or contingent of the value of Rs.100 and upward to or in immovable property.*
>
> *17. Section 49 of the said Act provides that no document required by Section 17 to be registered shall, affect any immovable property comprised*

therein or received as evidence of any transaction affecting such property, unless it has been registered. Registration of a document gives notice to the world that such a document has been executed."

16. The observation that registration of a document gives notice to the world that such a document has been executed is not to confer an unimpeachable validity on all such registered documents. Even the respondents/writ petitioners accept that the presumption coming forth from a registered deed of conveyance is rebuttable. While reserving the right of persons who had obtained sale agreement/general power of attorney/will executed, to complete confirmation of title on them by getting registered deeds of conveyance, the conclusion of the cited decision, which acts as a binding precedent, is available in para 24, which we extract hereunder: -

"24. We therefore reiterate that immovable property can be legally and lawfully transferred/conveyed only by a registered deed of conveyance. Transactions of the nature of "GPA

sales" or "SA/GPA/will transfers" do not convey title and do not amount to transfer, nor can they be recognised or valid mode of transfer of immovable property. The courts will not treat such transactions as completed or concluded transfers or as conveyances as they neither convey title nor create any interest in an immovable property. They cannot be recognised as deeds of title, except to the limited extent of Section 53-A of the TP Act. Such transactions cannot be relied upon or made the basis for mutations in municipal or revenue records. What is stated above will apply not only to deeds of conveyance in regard to freehold property but also to transfer of leasehold property. A lease can be validly transferred only under a registered assignment of lease. It is time that an end is put to the pernicious practice of SA/GPA/will transactions known as GPA sales."

17. It is in this context that we must examine the document of 19.03.1982, an agreement which is said to have been validated in the year 2006. We immediately notice that the very contention of the writ petitioners is only that they have obtained proper conveyances by registered sale deeds from

Bhavana society, whose claim is under the agreement of 1982, which has not till date been registered and hence cannot be recognized as a valid mode or instrument of transfer of immovable property, going by the above decision.

18. We refer to the documents from the memorandum of appeal in SLP (C) No. 1866 of 2024. The agreement of sale executed by the GPA holder of the original declarants, in favour of M/s. Bhavana Society is produced as Annexure P-33. The agreement is dated 19.03.1982 and the extent of the property agreed to be sold is 125-35 acres. Clause (2) of the agreement clearly indicates only a payment of Rs.50,000/- by cheque towards part of sale consideration, the balance sale consideration to be paid within six months from the date of obtaining permission under the provisions of the Land Ceiling Act. The original declarants represented through the GPA, termed as the vendors in the agreement, also spoke of the delivery of vacant possession of the land to the intending purchaser. The plaint in the suit filed by the Bhavana Society

is produced as Annexure P-32 which, while asserting actual physical possession having been handed over to the plaintiff sought only for a direction to the defendants 1 to 9 through the defendants 10 and 11 to execute a sale deed in favour of the plaintiff society in respect of the scheduled land admeasuring 125-35 acres. Hence Bhavana Society was aware that they obtained no valid title from the agreement of sale. The suit filed in 1991 after possession of 99.07 acres was taken under the Land Reforms Act, was stood dismissed for default on 06.04.2001. The petition filed under Order IX Rule 9 of the Code of Civil Procedure, 1908[10] was rejected on 23.02.2004 as seen from Annexure P-36. After this, the revalidation was done on the agreement of sale, as is produced at Annexure P-37, a copy of which also has been produced by respondents Nos.1 to 7 as Annexure 2 in IA No. 83765 of 2025; but without registration, which in any event is not possible at this distance of time.

[10] (for brevity, 'the CPC')

19. Moreover, though the agreement of sale dated 19.03.1982 is said to be one based on which the suit for specific performance was filed and later revalidated, both differ considerably. The agreement produced as Annexure P-37, though of the same date and the very same vendors and vendees, as is seen from Annexure P-34, the extent differs in so far as it refers to 99.17 acres out of the total extent of 525.35 acres. Here, we must specifically notice that there was a demarcation of 99.17 acres of land out of the total extent when the land had been declared vested in the State under the Land Reforms Act and possession taken by the State in 1975. In 1982 when the agreement of sale validated subsequently was executed, that extent had vested in the State and was in the State's possession. The alleged reversion of such land to the original declarants occurred only in the year 1990 and hence there was no reason for the sale of the specified extent as seen from Annexure P-37 at that point of time. These are not two separate transactions since the consideration paid is Rs.50,000/- by cheque issued on Andhra Bank,

Mukharamjahi Road, Hyderabad. However, the cheque numbers differ in so far as Annexure P-33 showing the number of 738569 while Annexure P-37 indicates it to be 238569; obviously a printer's devil.

20. Further clause (2) in the said agreements also differ which stands extracted hereunder:

Annexure P-33: -

> *"2) That in pursuance of the above said offer and acceptance, the Second party purchaser has this day paid a sum of Rs. 50,000/- (Rupees fifty thousands only) by cheque no. 738569 on Andhra Bank, Mukharamjahi Road, Hyderabad towards part of sale consideration and agreed to pay the balance of sale consideration within six months from the date of obtaining permission under the provisions of Urban Land Ceiling and Regulation Act, 1976."*
>
> *(para-2, page 872)*

Annexure P-37 :

> *"That in pursuance of the above said offer and acceptance, the Second party purchaser has paid the total sale consideration of Rs. 4,95,350/- this*

day and out of which a sum of Rs. 50,000/- (Rupees Fifty thousands only) by cheque no. 238569 on Andhra Bank, Mukharamjahi Road, Hyderabad."

(para-2, page-906)

The very recital in Annexure P-37 is anomalous and does not with certainty declare that the entire consideration was paid or only Rs. 50,000/ as part payment by cheque.

21. Annexure P-33 speaks only of a consideration of Rs. 50,000/- and the balance consideration to be paid within six months from the date of obtaining permission under the provisions of the Land Ceiling Act. Annexure P-37 speaks of payment of total sale consideration of Rs. 4,95,350/- out of which Rs.50,000/- has been paid by cheque; the recital not really lending any assurance of the payment. Though the extents differ, the schedule of the property in both the agreements shows the very same boundaries, another anomaly which raises a suspicion on the actual demarcation and reversion to the original declarants.

22. Further, an instrument of conveyance is compulsorily registrable as required under the Registration Act. Section 23 prescribes four-months' time for presenting a document for registration from the date of its execution. Section 24 provides that if there are several persons executing a document at different times, such document may be presented for registration or re-registration within four months from the date of such execution. In the instant case, all the executants, parties to the agreement, have signed on the day shown in the agreement. The proviso to Section 34 also enables the Registrar to condone the delay, if the document is presented within a further period of four months, on payment of a fine. The validation of the sale agreement, which clearly is shown to be not one executed by the declarants, by reason of it materially differing from that produced as Annexure P-33, on the strength of which a suit for specific performance was filed by the vendor, the Bhavana Society, which is also the intended purchaser in the sale agreement of 1982, it smacks of fraud. The agreement of

1982, the original one and the revalidated one, cannot result in a valid title, merely for reason that the subsequent instrument had been registered. As we noticed at the outset, the learned Single Judge did not decide the title but only raised valid suspicion insofar as the title of the vendor in the deed of conveyance. Even according to the writ petitioners, their claim stems from a sale agreement, which is not a proper deed of conveyance, especially since it is not a registered document.

23. The Division Bench has found possession on the appellants and the writ petitioners by virtue of two interim orders passed by Co-ordinate Benches of the High Court. The first one is in W.P. No. 29547 of 2011, wherein the Lok Ayukta was directed not to pass any further orders but the State Government and the APIIC Ltd. were not restrained from taking any action in accordance with law. The interim order in W.P. No. 4466 of 2012 also does not establish possession on the writ petitioners. Undoubtedly, the 53 acres would be comprised in the 99.07 acres alleged to have been

resumed to the possession of the original declarants through their GPA, but there is nothing on record indicating the possession, either of the respondents/writ petitioners or the appellants/respondents in the writ petition.

24. We also take serious notice of the submission made by the State insofar as the invocation of Section 9-A of the Land Reforms Act, as of now against the 99.07 acres vested in the State, which would ideally remain in the possession of the State. As far as 46.20 acres is concerned, it would depend upon writ petitions pending before the Telangana High Court and the proceedings sought to be initiated by the State under the Land Reforms Act. But we cannot ignore the submission of the State that the Land Ceiling Act permits retention of only 1000 Sq. m. with each declarant. At the same time, we must notice that ***Omprakash Verma***[8] speaks of an exemption granted to the original declarants to hold 5 acres each instead of 1000 Sq.m. We notice this not as an entitlement which exemption will have to be proved in accordance with the Act when a claim is raised or an action against the land is

resisted. Even then the declarants cannot have possession of 99.07 acres; the reversion of which, physically is not clearly established. The fate of 53 acres comprised in 99.07 acres also would be subject to a proposed action by the State under the Land Reforms Act.

25. We make it clear that we have not said anything about the possession of 99.07 acres which will have to be agitated in appropriate proceedings. As far as the writ petition praying for a direction not to dispossess, we find that the writ petitioners to have not established a valid title. We *prima facie* find the title to be suspect, which would disentitle them from claiming a rightful possession, which also has not been proved.

26. In this context, we refer to the judgment of this Court in ***Balkrishna Dattatraya Galande v. Balkrishna Rambharose Gupta***[11]. The dispute was with respect to a tenant and landlord and the bone of contention was possession. In the suit for permanent injunction filed by the tenant, the Trial

[11] (2020) 19 SCC 119

Court, on appreciation of the oral and documentary evidence found that the plaintiff failed to prove his actual and physical possession over the suit property. The finding of the Trial Court based on the oral and documentary evidence was overturned by the First Appellate Court and the High Court drawing inference of possession from applications filed in an earlier suit. This Court restored the order of the Trial Court, finding that actual and physical possession must be proved, which principle would apply even in a writ petition under Article 226, more strictly since there is no evidence led and the consideration is only based on documents produced on affidavit.

27. When dispossession by the State is alleged on the strength of possession, mere reliance on interim orders passed in writ petitions earlier filed cannot establish such actual and physical possession. We have also noticed that the validated agreement of 19.03.1982, based on which conveyance is claimed by the writ petitioners, cannot be sustained on the clear terms in the two agreements. We

noticed on a comparison of the actual agreement on which a suit for specific performance was filed and the latter agreement, which stood validated but not registered even now that the original declarants and the writ petitioners have been approbating and reprobating. The power of absolute right over lands is on the State and the person in occupation, is only there, by virtue of the grants, which can be brought to an end by the State which has the power of *eminent domain*. Here there is a statutory vesting of property and *prima facie,* guile employed in making conflicting claims before the authorities under the Land Reforms Act and the Land Ceiling Act as also entering into multiple transactions to defeat the statutory vesting with successive litigations, all in vain, which travelled up to this Court twice earlier.

28. The cloud on title and the doubts raised on possession by the learned Single Judge, as affirmed by us are merely *prima facie* observations to deny discretion to invoke the extra ordinary power under Article 226. So are the misgivings expressed on the claim of repossession by the

original declarants through their GPA and the skepticism regarding their very right to obtain repossession of property already vested in the State, under a Statute, which Statute also does not provide for any review of the notification issued under the Act; the notification having merely affirmed the statutory vesting. The reservation in favour of the State also arises only from our anxiety to preserve the property, without creation of any third-party interest, to avoid any hindrance of the State's power to invoke the provisions under the Land Reforms Act, if done within a reasonable period, which would also be subject to legitimate legal scrutiny. It goes without saying; then, the parties would be entitled to agitate their respective causes, in the appropriate civil forum or if statutorily prohibited, avail of the remedies made available under the statute which proceedings will not be governed by the findings in our judgment, we having only *prima facie* declined invocation of the discretionary, extraordinary jurisdiction.

29. The judgment of the learned Single Judge is restored, and the appeals stand disposed of, with the above observations and reservations.

30. Pending applications, if any, shall stand disposed of.

..... J.
(SUDHANSHU DHULIA)

..... J.
(K. VINOD CHANDRAN)

NEW DELHI;
MAY 07, 2025.