2024 INSC 728

Non-Reportable

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION

Civil Appeal Nos. ……. & ……. of 2024
(@ Special Leave Petition (C) Nos. 30584-85 of 2019)

HMT Ltd. **… Appellant**

Versus

Smt. Rukmini and others **… Respondents**

with

Civil Appeal No. ……. of 2024
(@ Special Leave Petition (C) No. 13035 of 2020)

and

Civil Appeal No. ……. of 2024
(@Special Leave Petition (C) No. ……. of 2024)
(@ Special Leave Petition (C) Diary No. 17543 of 2020)

J U D G M E N T

SANJAY KUMAR, J

1. Leave granted.

2. By judgment dated 05.09.2019, a Division Bench of the High Court of Karnataka, Bengaluru, allowed Writ Appeal No. 17584 of 2011 and reversed the order dated 24.05.2010 passed by a learned Judge

dismissing Writ Petition No. 16553 of 2006. The Division Bench directed HMT Ltd., respondent No. 4 in the writ appeal, to vacate and handover the identified land, admeasuring Ac. 4-21½ Guntas in Survey Nos. 21 and 22 of Jarakabande Kaval Village, Bangalore North Taluk, to the appellants/writ petitioners or, in the alternative, the Union of India and officials of its Defence department, along with HMT Ltd., respondent Nos. 1 to 4 in the writ appeal, were held jointly and severally liable to pay the current guidance value of the land, as fixed by the State Government for non-agricultural land in square feet. In addition thereto, they were also held liable to pay rental compensation, calculated from 02.03.1973 till the date of payment along with simple interest thereon @ 6% per annum from the date the writ petition was filed. The Division Bench ordered that in the event its directions were not complied with, respondent Nos. 1 to 4 in the appeal would be jointly and severally liable to pay rental compensation from 02.03.1973 with simple interest thereon @ 6% per annum till the land was redelivered to the appellants/writ petitioners. The Division Bench concluded by stating that this would be an equitable remedy given the facts and circumstances of the case. Thereafter, by order dated 13.09.2019, passed upon an application filed by the appellants/writ petitioners, the Division Bench corrected certain errors in its judgment dated 05.09.2019.

3. These two orders are subjected to challenge by HMT Ltd., on the one hand, and by the Union of India and its officials in its Defence department, on the other. By interim order dated 10.01.2020 passed in the SLPs filed by HMT Ltd., this Court stayed the operation of the impugned judgment and order passed by the High Court. An order to the same effect was passed on 29.10.2020 in the first SLP filed by the Union of India and its officials in the Defence department.

4. The prayer of the respondents herein, *viz.*, the petitioners in Writ Petition No. 16553 of 2006, was to direct the respondents therein to pay rental compensation from 1973 till date and to continue to pay the same till the unacquired portion of their land was delivered to them; to direct delivery of the unacquired portion of their land, being an extent of Ac. 2-11 Guntas in Survey No. 21 and Ac. 2-26 Guntas in Survey No. 22 of Jarakabande Kaval Village, Yelahanka Hobli, Bangalore North Taluk. By the order dated 24.05.2010, a learned Judge of the Karnataka High Court noted that the writ petition was filed forty-six years after the acquisition and held that the disputed questions of fact that were raised could not be gone into in a writ petition after that length of time. The learned Judge accordingly held that no interference was called for and dismissed the writ petition on the ground of delay and laches. Aggrieved by this order, the

unsuccessful writ petitioners filed Writ Appeal No. 17584 of 2011, resulting in the impugned judgment and order in their favour which, in turn, led to filing of the present appeals.

5. The case of the respondents/writ petitioners, as set out in W.P No. 16553 of 2006, was as follows: -

They were the heirs and successors-in-interest of Putta Narasamma, w/o of late Papaiah Naidu. Putta Narasamma was the owner and possessor of Ac. 4-01 Guntas in Survey No. 21 and Ac. 6-34 Guntas in Survey No. 22 of Jarakabande Kaval, Yelahanka Hobli, Bangalore North Taluk. This land was requisitioned by the Ministry of Defence under the provisions of the Requisition and Acquisition of Immovable Property Act, 1952 (for brevity, 'the Act of 1952'), and Putta Narasamma was paid crop compensation of ₹650 per year. In the year 1973, the Union of India acquired Ac. 5-38 Guntas out of the total extent of Ac. 10-35 Guntas. The acquisition was initiated in 1971 and the final Notification was issued on 02.03.1973 under Section 7(1) of the Act of 1952. The acquired land was Ac. 1-30 Guntas out of Ac. 4-01 Guntas in Survey No. 21 and Ac. 4-08 Guntas in Survey No. 22, leaving Ac. 2-26 Guntas therein. The balance land, being Ac. 2-11 Guntas in Survey No. 21 and Ac. 2-26 Guntas in Survey No. 22 of the village continued to be covered by the Act of 1952.

Putta Narasamma died on 08.10.1992 and they, as heirs, were her successors-in-interest. They were entitled to receive rental compensation from the year 1973 and also to the possession of the land, if the Defence department did not require it. According to them, the land was lying fallow and was not being used for any purpose and, therefore, the respondents were under an obligation to redeliver it to them and also pay the rental compensation up to the date of handing over possession. They claimed to have made several requests to the respondents to hand over vacant possession of the land or, in the alternative, pay rental compensation according to present market rate of the produce that they would get on reasonable assessment but the respondents turned a deaf ear. Notice dated 01.08.2006 was issued to the respondents but no reply was received thereto. They accordingly prayed for the reliefs referred to hereinabove.

6. It is relevant to note that this writ petition was initially filed only against the Union of India and its officials in the Defence department but other parties, including HMT Ltd., thereafter came to be impleaded therein. Perusal of the order dated 24.05.2010 passed by the learned Judge, dismissing this writ petition, manifests that the following points were taken note of: The land in question, admeasuring Ac. 10-35 Guntas in Survey Nos. 21 and 22 of Jarakabande Kaval Village was requisitioned way back

in the year 1941. The proposal to acquire part of this land was initiated in 1971 and, ultimately, by Notification dated 02.03.1973, Ac. 1-30 Guntas in Survey No. 21 and Ac. 4-08 Guntas in Survey No. 22 came to be acquired under the Act of 1952. The learned Judge also noted that, as per the objections filed by HMT Ltd., the acquisition in its favour was made in the year 1958. This acquisition was in respect of Ac. 3-16 Guntas in Survey No. 21 and Ac. 1-06 Guntas in Survey No. 22, and HMT Ltd. took possession thereof and constructed a compound wall. The learned Judge, therefore, opined that the Union of India and HMT Ltd. were in possession of the respective portions of land acquired in their favour, and were in possession thereof since then, but the writ petitioners did not raise their little finger till the year 2006 when they filed the writ petition. It is in these circumstances that the learned Judge dismissed the writ petition on the ground of delay and laches.

7. Significantly, the complete picture, in so far as the facts of the matter are concerned, was not presented before the High Court. It would be appropriate, at this stage, to note the full facts, as they have emerged now: An extent of Ac. 14-39½ Guntas of land was originally purchased by late Papaiah Naidu. Under registered Sale Deed dated 11.07.1932, he had purchased an extent of Ac. 7-17 Guntas in Survey No. 21 and Ac. 7-22½

Guntas in Survey No. 22 of Jarakabande Kaval Village. The Ministry of Defence requisitioned Ac. 10-35 Guntas out of the land belonging to Papaiah Naidu on 30.01.1941. The Ministry of Defence is then stated to have released Ac. 4-22 Guntas out of the requisitioned area of Ac. 10-35 Guntas in favour of the landowner in 1953. No document has been produced in proof of such release but this fact stood admitted by Putta Narasamma herself. By registered Sale Deed bearing Document No. 5932/54-55 dated 12.03.1955, Putta Narasamma sold this extent of Ac. 4-22 Guntas in Survey Nos. 21 and 22 of Jarakabande Kaval Village to Mohd. Ghouse. In this Sale Deed, Putta Narasamma categorically stated that their lands in Survey Nos. 21 and 22 were acquired earlier by the Military but out of the same, Ac. 4-22 Guntas of land was released in their favour on 14.10.1953, under Reg. 56/53-54, and that the same was being sold to Mohd. Ghouse. It appears that Ac. 0-27 Guntas was then acquired by the Ministry of Defence on 24.02.1954. Thereafter, by Notification dated 30.06.1958, the Government of Mysore acquired the land sold by Putta Narasamma to Mohd. Ghouse, in exercise of powers under the Mysore Land Acquisition Act, 1894. This acquisition was for the expansion of HMT Ltd.'s existing infrastructure at Jalahalli. This Notification specifically referred to the fact that the acquired land was in the possession of Mohd

Ghouse and was an extent of Ac. 3-16 Guntas in Survey No. 21 (part) and Ac. 1-06 Guntas in Survey No. 22 (part) of Jarakabande Kaval Village, Yelahanka Hobli, Bangalore North Taluk, Bangalore District. Possession of this acquired land was stated to have been delivered to HMT Ltd. on 11.08.1961. Then, on 02.03.1973, the Ministry of Defence acquired Ac. 5-38 Guntas, out of the land that was originally requisitioned in 1941 which still remained with them. This acquisition was in exercise of power under the Act of 1952. Thereafter, HMT Ltd. sold about Ac. 3-39 Guntas out of the Ac. 4-22 Guntas acquired for its benefit in favour of Dollars Construction and Engineering Pvt. Ltd. under registered Sale Deed dated 16.09.2004. The balance land left in the possession of HMT Ltd. out of the acquired extent was, therefore. about Ac. 0-23 Guntas.

8. Pertinent to note, by letter dated 14.08.1957, the Deputy Commissioner, Bangalore District, informed the Secretary to the Government of Mysore, Commerce and Industry Department, Bangalore, that HMT Ltd. had applied for acquisition of land in Survey Nos. 21 and 22 of Jarakabande Kaval Village for its expansion; that Survey Nos. 21 and 22 were under Military occupation but out of the same, Ac. 4-22 Guntas had been released and one Mohd. Ghouse had purchased the same from the owner of the land. This letter, therefore, confirmed the recital by Putta

Narasamma in her Sale Deed executed in favour of Mohd. Ghouse. In effect, the land acquired for HMT Ltd. was the land sold to Mohd. Ghouse.

9. It appears that Writ Appeal No. 17584 of 2011 was allowed in the first instance by order dated 28.06.2012. The Ministry of Defence sought review thereof but failed. Aggrieved thereby, it approached this Court and was given liberty to file another review petition before the High Court. Thereupon, the Ministry of Defence filed Review Petition No. 4 of 2014 before the High Court. By order dated 30.03.2016, the review petition was allowed and the High Court framed three issues for consideration. The first issue related to the actual area in the occupation of the respondents, keeping in view the land originally requisitioned for defence purposes. The second issue was as to lawful occupation by the respondents and the extent of land in their possession. The third issue was as to the exact extent of land which was required to be released by the Union of India to the writ petitioners. It may be noted that, at this stage, the Union of India was supporting the respondents/writ petitioners, being under the impression that HMT Ltd. was in possession of area in excess of what had been acquired for its benefit. It was only thereafter that the Union of India and its officials of the Defence department changed their stance, in the light of the facts that came to light *vis-à-vis* the sale of land by Putta

Narasamma in favour of Mohd. Ghouse; the acquisition thereof by the Government of Mysore for the benefit of HMT Ltd.; and the fact that the land so acquired for HMT Ltd.'s benefit was not out of the balance land in the possession of the Putta Narasamma.

10. Most noteworthy is the glaring fact that the respondents/writ petitioners did not disclose any of these very relevant facts in their writ petition. No mention was made in the writ petition of the sale by Putta Narasamma in favour of Mohd. Ghouse or the fact that the land sold was the extent of land released by the Ministry of Defence out of the requisitioned original extent of Ac. 10-35 Guntas. It is also pertinent to note that the respondents/writ petitioners themselves had filed Arbitration Case No. 120/2015 (new)/179/2008 (old) before the Arbitral Tribunal in Bangalore. This arbitration pertained to enhancement of compensation for the extent of Ac. 5-38 Guntas acquired by the Ministry of Defence. Smt. Rukmini, respondent No. 1/writ petitioner No. 1, appeared as PW1 before the Arbitral Tribunal and stated that the lands in Survey Nos. 21 and 22 of Jarakabande Kaval Village were requisitioned by the Defence of India in the year 1941 and were subsequently acquired to the extent of Ac. 5-38 Guntas. She further stated that the remaining land was sold by the claimants' grandmother to one Mohd. Ghouse. Therefore, it is clear that the

respondents/writ petitioners were well aware of the sale by Putta Narasamma in favour of Mohd. Ghouse but deliberately chose to suppress not only the sale but also the crucial fact that the land so sold was that returned by the Ministry of Defence in 1953. Though the Division Bench was apprised of the sale in favour of Mohd. Ghouse, the fact that this sale pertained to the returned land was not within its knowledge, as is clear from the impugned judgment. The reason for the willful suppression of this most relevant fact is not far to gather. Once the Ministry of Defence returned an extent of Ac. 4-22 Guntas in the year 1953; acquired Ac. 0-27 Guntas in 1954; and then acquired the extent of Ac. 5-38 Guntas under the provisions of the Act of 1952, adding up to Ac. 11.07 Guntas, in excess of the total extent of the requisitioned land, the question of Ac. 4-22 Guntas still being with the Union of India and its Defence department did not arise.

11. The respondents/writ petitioners cleverly withheld the aforestated details so as to maintain their claim against the Union of India and its Defence department, the original respondents in the writ petition. The litigation however took a different turn with the impleadment of HMT Ltd., but it appears that no steps were taken to amend the prayer in the writ petition which remained focused only on the original respondents therein. The case then proceeded on the erroneous assumption that the land

acquired for HMT Ltd.'s benefit was from the balance area of land left with Putta Narasamma, after the requisitioning of Ac. 10-35 Guntas. In any event, once that mistaken assumption falls to the ground in the light of the fact that Putta Narasamma sold the returned extent of Ac. 4-22 Guntas to Mohd. Ghouse and it was that extent of land which was acquired by the Government of Mysore for the benefit of HMT Ltd.'s expansion in Jalahalli, the case of the respondents/writ petitioners also falls to the ground.

12. In ***K.D. Sharma vs. Steel Authority of India Limited and others***[1], this Court observed that the jurisdiction of the High Court under Article 226 of the Constitution is extraordinary, equitable and discretionary and the prerogative Writs mentioned therein are issued for doing substantial justice. This Court, therefore, held that it would be of utmost necessity that the petitioner approaching the Writ Court must come with clean hands, put forward all the facts before the Court without concealing or suppressing anything and seek appropriate relief. It was further held that if there is no candid disclosure of relevant and material facts or the petitioner is guilty of misleading the Court, his petition should be dismissed at the threshold without considering the merits of the claim. The aforestated principle would apply on all fours to the case on hand, given the clear lack of bonafides on the part of the respondents/writ petitioners, as is

[1] (2008) 12 SCC 481

demonstrable from their deliberate suppression of relevant particulars, which were adverse to the claim that they sought to project in their writ petition. The filing of the writ petition was, therefore, nothing short of an abuse of process and did not warrant examination on merits. They were liable to be non-suited on this short ground.

13. That apart, even as per the respondents/writ petitioners' own reckoning and as per their writ averments, their cause of action arose in the year 1973, when the Union of India and the Defence department allegedly stopped paying rental compensation. However, it was only in the year 2006 that they chose to file a writ petition. A writ petition should be preferred within reasonable time, the reasonableness of which would depend on the facts and circumstances of the case and the relief prayed for. Notably, delay by the authorities, at times, may constitute a cause of action in itself. This would be especially true in a case of a live and continuing cause of action or in the event of failure to perform a mandatory statutory duty. It is, however, equally true that there can be cases where delay and laches would be fatal and can result in the dismissal of the writ petition. For example, when there is an implied acceptance or the issue/dispute becomes stale/dead or there is a change/alteration in position or if third-party rights have been created. The above instances are illustrative

and are, by no means, exhaustive. A plea of delay and laches would not be merely technical when facts are in dispute as, over time, evidence may dissipate and materials, including Government files, may become increasingly difficult to trace. Further, individuals with knowledge of the case may move on or become unavailable. The situation is exacerbated for Government servants, as they face transfers and superannuation. Further, such deserving dismissals on delay and laches serve a larger purpose, as time would not be spent unnecessarily on stale and nebulous disputes, enabling Courts/Tribunals to deal with and decide active pressing cases.

14. Presently, as noted above, the respondents/writ petitioners repeatedly changed their stands and manoeuvred their position to suit their advantage. HMT Ltd. and the Union of India were initially handicapped and were unable to ascertain the facts and locate files, evidence and material. The Union of India was unable to produce the record relating to the release of Ac. 4-22 Guntas in the year 1953. At one point, the Union of India even supported the respondents/writ petitioners and changed its stance only after relevant facts came to light. HMT Ltd. was, however, able to cull out material to dent the oscillating and innovative stands of the respondents/ writ petitioners. The irrefutable fact remains that the respondents/writ petitioners slept over the matter for decades together which, in itself,

indicates lack of merit. They should have, therefore, been prevented from raising issues that were stale and forgotten.

15. It is in this context that this Court, in ***Syed Maqbool Ali vs. State of Uttar Pradesh and another***[2], observed that an aggrieved person should approach the High Court diligently. Delay in filing a writ petition can result in prejudice, as parties' position and status may change. Courts do, in cases of such delay, insist that the party concerned should have a good and satisfactory explanation for it. It is only on being satisfied that other factors would not outweigh grant of relief, can the weighty objection of delay and laches be rejected. In other words, a Constitutional Court should be convinced that the case warrants exercise of jurisdiction under Article 226 of the Constitution. In ***State of Maharashtra vs. Digambar***[3], a 3-Judge Bench of this Court had observed that the grant of relief by a Constitutional Court under Article 226 of the Constitution, without considering blameworthy conduct, such as delay and laches, would be unsustainable even if such relief was granted for the alleged deprivation of a legal right. Discretionary relief, in such circumstances, can only be obtained upon fully satisfying the Court that the delay was justified and explainable.

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2 (2011) 15 SCC 383
3 (1995) 4 SCC 683

16. Though the respondents/writ petitioners would now seek to place reliance on some internal correspondence of the Ministry of Defence, Union of India, and the survey maps drawn up pursuant to the orders of the High Court, we are of the opinion that these documents do not merit consideration. Such orders were passed in ignorance of the full facts of the case and the patent lack of bonafides on the part of the respondents/writ petitioners. Further, the correspondence now produced would necessarily have to be examined in the context of its genesis and foundation and cannot be relied upon, at this stage, without proper proof.

17. In any event, the issues that arose in the context of what has emerged in this case clearly demonstrate that several disputed questions of fact would come up, which could not have been adjudicated by the High Court in exercise of its extraordinary jurisdiction under Article 226 of the Constitution. Thus, viewed in any light, W.P. No. 16553 of 2006 filed by the respondents/writ petitioners ought not to have been entertained. The judgment dated 05.09.2019 and the order dated 13.09.2019 passed by the Division Bench of the High Court of Karnataka, Bengaluru, allowing the said writ petition, therefore, cannot be sustained on grounds more than one.

18. The appeals are accordingly allowed and, in consequence, Writ Petition No. 16553 of 2006 filed by the respondents/writ petitioners shall stand dismissed in its entirety.

Pending IAs, if any, shall stand closed.

Though eminently deserving, we refrain from mulcting the respondents/writ petitioners with punitive and exemplary costs.

……..,J
(SANJIV KHANNA)

……..,J
(SANJAY KUMAR)

September 24, 2024;
New Delhi.