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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

% ***Judgment reserved on: 02.09.2026***
Judgment pronounced on: 18.11.2026

\+ EX.F.A 12/2026 & CM APPL. 6121/2026 (U/O 39 Rule 10)

DEEPJOT SINGH ANAND .....Appellant
Through: Mr. Mahesh K. Mehta, Advocate with Appellant in Person

versus

UNION OF INDIA ...Respondent
Through: *Appearance not given.*

CORAM:
HON'BLE MR. JUSTICE HARISH VAIDYANATHAN SHANKAR

J U D G M E N T

HARISH VAIDYANATHAN SHANKAR, J.

1. The **present Execution First Appeal**[1], filed under Section 104 read with Section 151 of the Code of Civil Procedure, 1908, seeks to assail the **Order dated 17.12.2025**, passed by the learned **District Judge-02, West District, Tis Hazari Courts, Delhi**[2] in **Execution Petition, being Ex. 202/2017**[3].

2. By way of the said Execution Petition, the Appellant sought execution of **Decree drawn from the Judgement dated 10.05.2016, corrected *vide* Order Dated 07.03.2017**[4], by the Court of learned **Additional District Judge-02, West District, Tis Hazari Courts,**

[1] Present Appeal
[2] Executing Court
[3] Execution Petition
[4] Reference Decree/ Judgment

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Delhi[5], in Reference proceedings under Section 18 of the **Land Acquisition Act, 1894**[6], being **LAC No. 8/10/01**[7], whereby interest on the original awarded compensation for delay in disbursement; enhanced compensation, together with consequential benefits and interest thereupon, was awarded to the Appellant.

3. By way of the Impugned Order, the learned Executing Court, upon consideration of the material on record, the payments made, and the rival computations placed before it, determined that a further sum of ₹88,681/- remained payable to the Appellant under the Reference Judgment and Decree.

FACTUAL MATRIX:

I. Acquisition and LAC's Award

4. The Appellant's land, situated in Village *Tikri Kalan*, Delhi, and measuring 25 *bighas* 13 *biswas*, was acquired by the Government of NCT of Delhi under the LA Act. Of this, 18 *bighas* 5 *biswas* were classified as Category 'A' land and 7 *bighas* 8 *biswas* as Category 'B' land. The notification under Section 4 of the LA Act was issued on 12.08.1997, and the declaration under Section 6 followed on 10.09.1997. The urgency provisions under Section 17 were invoked, and possession of the land was taken on 13.11.1997.

5. By Award dated 15.09.1998, bearing **Award No. 3/DCW/98-99 dated 15.09.1998**[8], the **Land Acquisition Collector (West)**[9] assessed the market value at ₹2,08,333/- per *bigha* for Category 'A' land and ₹1,83,333/- per *bigha* for Category 'B' land. The total

[5] Reference Court
[6] LA Act
[7] Reference Petition
[8] Award
[9] LAC

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market value thus came to ₹51,58,741.45, which, upon the addition of *solatium* and the additional amount, resulted in total compensation of ₹68,65,790.20. By Notice dated 29.10.1998, the Appellant was informed that a sum of ₹72,51,223.77 was payable to him, inclusive of interest at the rate of 9% per annum on the market value for the period between the taking of possession and the making of the Award.

II. Delayed Payment and the Resulting Writ Petition

6. The said amount was, however, not paid to the Appellant, who consequently approached this Court by way of **W.P.(C) 5463/1999**[10]. Pursuant to the directions issued in the Writ Petition, a cheque for the awarded amount of **₹72,12,682/-**[11], after deduction of tax at source, was handed over to the Appellant in Court on **20.02.2002**[12].

7. During the pendency of the said Writ Petition, the LAC made two further payments to the Appellant in February 2005. The first, of ₹3,84,295/- on 07.02.2005, was towards interest for a part of the period of delay. The second, of ₹1,27,538/- on 15.02.2005, was towards interest on the *solatium* and the additional amount, in view of the Judgment of the Supreme Court in ***Sunder v. Union of India***[13], which held that interest under the LA Act is payable on the entire compensation, including *solatium*, and not merely on the market value.

8. The Writ Petition was thereafter disposed of *vide* Judgment dated 05.05.2005, with a direction to the Reference Court to determine whether anything further was payable to the Appellant for the period

[10] Writ Petition
[11] The net amount is variously recorded in the Reference Judgment as ₹72,12,668/- (Paragraph No. 35) and ₹72,12,688/- (paragraph 34); the figure adopted is that in the payment table at Paragraph No. 33 of the Impugned Order.
[12] The payment is recorded as made on 08.02.2002 in Paragraph No. 33 of the Impugned Order; the Reference Judgment and the Order of this Court record that the cheque was handed over on 20.02.2002.
[13] (2001) 7 SCC 211.

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of delay.

III. Reference Proceedings

9. The Appellant's reference under Section 18 of the LA Act, registered as LAC No. 8/10/01, was decided by the learned Additional District Judge-02 (West), Tis Hazari Courts, Delhi, by Judgment dated 10.05.2016, as corrected by Order dated 07.03.2017. The Reference Judgment granted the Appellant two distinct sets of relief.

10. The *first relief* related to the delay in payment of the compensation awarded by the LAC. By Paragraph No. 35 of the Reference Judgment, the Reference Court directed payment of interest at the rate of 15% per annum under Section 34 of the LA Act on the compensation awarded by the LAC, for the period from **15.09.1998**[14] to 20.02.2002, during which that compensation had remained unpaid. For ready reference, the said paragraph has been reproduced hereunder:

> "**35.** I have considered respective submissions of Counsels for parties. The petitioner has proved that the acquired land was possessed by LAC on 13.11.1997 and award was pronounced on 15.09.1998. The petitioner further proved the correspondence with the LAC whereby compensation was demanded and ultimately a Civil Writ No. 5463/99 filed before the Hon'ble High Court. It is further proved on record that a cheque of Rs.72,12,668/- was handed over to the petitioner before the Hon'ble High Court on 20.02.2002. It establish beyond any doubt that Land Acquisition Collector failed to pay the amount of compensation till 20.02.2002 since the pronouncement of award on 15.09.1998. Hence, issue is decided in favour of petitioner and against the respondents. I direct the respondents to pay interest @ 15% p.a. for the period 15.09.1988 *[sic.15.09.1998]* to 20.02.2002 under Section 34 of the Act on the compensation awarded by the Collector in the award to the petitioner."

11. The *second relief* related to the inadequacy of the Award itself. The Reference Court enhanced the market value to ₹2,35,815/- per

[14] The date of commencement of this period, initially recorded as 15.09.1988, was subsequently corrected by an Order dated 07.03.2017.

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bigha for Category 'A' land and ₹1,90,156/- per *bigha* for Category 'B' land, *i.e.*, by ₹27,482/- and ₹6,823/- per *bigha* respectively. By Paragraph Nos. 43 to 46 of the Reference Judgment, it granted *solatium* at the rate of 30% and the additional amount at the rate of 12% per annum on the enhanced compensation. It also granted interest thereon under Section 28 of the LA Act, at the rate of 9% per annum for the first year from the date of taking possession and 15% per annum thereafter *"till the entire payment of the compensation is made"*. For ready reference, the relevant paragraphs have been reproduced hereunder:

> "**43.** In view of the above discussion & observations and having regard to the fact and circumstances of the present case, the present reference under Section 18 of the Act is disposed of by holding that the compensation awarded to the petitioners @ Rs.8,80,000/- per acre or Rs.1,83,333/- per bigha by the Collector was inadequate and unreasonable. The petitioner is required to be paid the compensation @ Rs.2,35,815/- for 'A' category and Rs.1,90,156/- for 'B' category for the acquired land in question.
> **44.** The petitioner is thus entitled to the above said enhancement in the compensation along with 30% solatium.
> **45.** The petitioners will also be entitled to additional amount @ 12% per annum from the date of notification till the date of award i.e. from 12.08.1997 to 15.09.1998.
> **46.** In additional to above, the petitioner shall be entitled to the interest @ 9% p.a. for the first year from the date of taking possession of the land in question and @ 15% p.a. for the subsequent years till the entire payment of the compensation is made as per Section 28 of the Act."

12. By Paragraph No. 47 of the Reference Judgment, the Appellant was further held entitled to statutory benefits in accordance with ***Sunder*** *(supra)*. For ready reference, the said paragraph has been reproduced hereunder:

> "**47.** The petitioners will also be entitled to the statutory benefits in accordance with the judgment of Hon'ble Supreme Court of India in case titled as **'Sunder vs. UOI' reported as 93 (2001) DLT 569**."

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13. By Paragraph No. 48, however, the Reference Court declined interest at the rate of 15% per annum for the period from 18.02.2010 to 30.03.2016, on the ground that the Appellant had himself delayed the proceedings during that period. For ready reference, the said paragraph has been reproduced hereunder:

> "**48.** The petitioner is not entitled to interest of 15% because the proceedings have been delayed by the petitioner since 18.02.2010 as petitioner failed to lead any evidence despite six opportunities and moved one application or the other to delay the proceedings. Even after conclusion of evidence by the petitioner on 01.03.2011, he filed applications which were dismissed by this Court as well as by the Hon'ble High Court with costs. Hence, the petitioner is not entitled to 15% interest from 18.02.2010 to 30.03.2016."

14. Subsequently, *vide* Order dated 16.07.2023 passed in M.A. No. 228/2020, the period for computation of the additional amount was confined to 12.08.1997 to 13.11.1997 by the learned Reference Court, since possession had been taken before the Award was made.

IV. Execution of the Reference Judgment and Decree

15. In 2017, the Appellant instituted an Execution Petition, being Ex. 202/2017, before the learned Executing Court, seeking enforcement of the Reference Judgement and Decree.

Payments during the Execution Proceedings

16. In the course of the execution proceedings, sums of ₹20,35,662/- and ₹3,76,389/-, each inclusive of tax deducted at source, were released towards the enhanced compensation and interest thereon on 19.09.2017 and 23.08.2018, *respectively*. A further sum of ₹28,85,895/-, inclusive of tax deducted at source, was released on 28.11.2018 towards the interest awarded under Paragraph No. 35 of the Reference Judgment.

Dispute over Computation

17. The dispute in execution centred on a single question. The

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interest awarded under Paragraph No. 35 of the Reference Judgment had become payable in 2002 but was paid only on 28.11.2018. The Appellant claimed that this amount constituted a *"statutory benefit"* forming part of the compensation. He contended that, on the strength of ***Sunder*** *(supra)* and Paragraph No. 47 of the Reference Judgment, it must carry further interest for the intervening period at the rates prescribed in Paragraph No. 46 of the Reference Judgment.

18. The Civil Nazir declined to compute the claim on that basis, treating it as a claim for *"interest upon interest"*.

19. In the course of the execution proceedings, the Appellant filed three calculations, each proceeding on a different basis, claiming ₹1,02,93,325/- in 2017, ₹1,16,54,931/- on 29.04.2019 and ₹2,10,32,977/- on 14.05.2025. In the last of these, after giving credit for ₹50,46,714/- received after the Reference Judgment, he claimed a net balance of ₹1,59,86,263/-.

20. The LAC, by report dated 13.05.2025, reflected an amount of ₹33,97,629.78 as payable to the Appellant. In a subsequent report, the LAC acknowledged that the two payments made in February 2005 had not been accounted for. It revised the balance to ₹28,85,795/- and requested that the figure be cross-checked against the computation prepared by the Civil Nazir.

21. The Civil Nazir computed the amounts payable under the Reference Judgment, as modified, under two separate heads, *namely*:

(a) the original compensation together with interest for delay, and

(b) the enhanced compensation together with interest thereon.

22. After giving credit for all the payments set out hereinabove, and adjusting an excess payment of ₹1,82,733/- under the head of enhanced compensation, the Civil Nazir determined the balance

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payable to the Appellant to be ₹88,681/-.

V. Impugned Order and the present Appeal

23. By the Impugned Order dated 17.12.2025, the learned Executing Court accepted the computation prepared by the Civil Nazir while holding that Paragraph No. 35 of the Reference Judgment grants interest only on the compensation awarded by the LAC for the specified period of delay, and confers no entitlement to interest upon that interest. It further held that ***Sunder*** *(supra)* brings *solatium* within the amount on which interest is payable, but does not authorise interest upon interest.

24. It also noted that the LAC's earlier report had not accounted for the payments already made, and that the Appellant's computation of the additional amount was contrary to the Order dated 16.07.2023. The learned Executing Court accordingly held the Appellant entitled to a sum of ₹88,681/- and directed the LAC to pay the same within two days.

25. Aggrieved thereby, the Appellant has preferred the present Appeal. He seeks a direction that the interest awarded under Paragraph No. 35 of the Reference Judgment be treated as a *"statutory relief"* forming part of the compensation, and that further interest be paid thereon in terms of ***Sunder*** *(supra)* and the Reference Judgment.

SUBMISSION ON BEHALF OF THE APPELLANT:

26. Learned counsel appearing on behalf of the Appellant would assail the Impugned Order, whereby the learned Executing Court held that only a sum of ₹88,681/- remains payable to the Appellant under the Reference Judgment and Decree. Learned counsel for the Appellant would contend that the said computation is erroneous,

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inasmuch as a sum of ₹1,59,86,263/- is due to him, and not ₹88,681/-.

27. Learned counsel for the Appellant would submit that the said discrepancy in the amount due to him arose because the learned Executing Court misconstrued the purport of Paragraph Nos. 46 and 47 of the Reference Judgment, since the amount granted to him under Paragraph No. 35 of the Reference Judgment, by way of interest for the delay in payment of the compensation awarded by the Collector, was itself liable to carry interest for the period during which it remained unpaid.

28. Learned counsel for the Appellant, elaborating upon the aforesaid contention, would submit that the Reference Judgment granted the Appellant two distinct reliefs, namely, *first*, the relief granted under Paragraph No. 35 of the Reference Judgment, whereby the Reference Court held that the Land Acquisition Collector had failed to pay the compensation until 20.02.2002 and directed payment of interest at 15% per annum under Section 34 of the LA Act for the period from 15.09.1998 to 20.02.2002; and *secondly*, the enhanced compensation determined by the Reference Court, together with *solatium*, additional amount and interest under Paragraph Nos. 43 to 46 of the Reference Judgment.

29. Learned counsel for the Appellant would therefore contend that the computation of the Civil Nazir, and consequently the Impugned Order, gives effect only to the reliefs granted in Paragraph Nos. 43 to 46 of the Reference Judgment and fails to give full effect to the relief granted under Paragraph No. 35 of the Reference Judgment. The Appellant's case is that the amount granted under Paragraph No. 35 of the Reference Judgment is not *"mere interest"* but a *"statutory relief"* for the Respondent's delay in disbursing the compensation, and that it

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forms a component of compensation, as such, liable to carry interest until paid. In support, learned counsel advances two independent limbs of challenge.

In respect of the First limb being that the Reference Judgment in Paragraph No. 46 itself provides for interest on the amount under Paragraph No. 35 thereof

30. Learned counsel for the Appellant would contend that the Reference Judgment itself directs interest on the amount awarded under Paragraph No. 35 of the Reference Judgment. It would be submitted that Paragraph No. 46 of the Reference Judgment entitles the Appellant to interest at 9% per annum for the first year and 15% per annum for the subsequent years *"till the entire payment of the compensation is made as per Section 28 of the Act"*, and that Section 28 of the LA Act provides for interest on the excess compensation granted by the Court, which has been granted to the Appellant in Paragraph No. 35 of the Reference Judgment.

31. Learned counsel for the Appellant would therefore submit that, on this reading, the amount granted under Paragraph No. 35 of the Reference Judgment, which became payable when the awarded compensation was paid in 2002, forms part of *"the compensation"*, whose *"entire payment"* had not been made until 28.11.2018. It would therefore be submitted that interest under Paragraph No. 46 of the Reference Judgment runs on that amount for the intervening period, until it was paid in full.

*In respect of the Second limb being **Sunder** (supra) and Paragraph No. 47 of the Reference Judgment, making the amount part of the compensation*

32. Learned counsel for the Appellant would contend that, independently of the direction in Paragraph No. 46 of the Reference

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Judgment, the amount under Paragraph No. 35 of the Reference Judgment carries interest by virtue of the decision of the Hon'ble Supreme Court in ***Sunder*** *(supra)*, the benefit of which is expressly extended to the Appellant by Paragraph No. 47 of the Reference Judgment. It would be submitted that in ***Sunder*** *(supra)*, it was held that the expression *"compensation"*, though not defined in the LA Act, means the aggregate of all statutory benefits made available to a landowner under the Act, including *solatium* and interest, under Section 34 thereof.

33. Learned counsel for the Appellant would further submit that the Hon'ble Supreme Court, in the same decision, held that where any component of compensation is not included at the time of its computation, and is subsequently held to be payable, the State is liable to pay interest on the amount so left unpaid in terms of Section 34 of the LA Act. It would be urged that, just as the *solatium* in ***Sunder*** *(supra)* was held to carry interest, the amount awarded under Paragraph No. 35 of the Reference Judgment must likewise carry interest.

34. It would therefore be contended that the amount under Paragraph No. 35 of the Reference Judgment, being a statutory relief forming part of the compensation, was payable to the Appellant when the awarded amount was paid in 2002 and, having been withheld by the Respondent and paid substantially only on 28.11.2018, it is said to carry interest for the intervening period. It would be submitted that since Paragraph No. 47 of the Reference Judgment categorically entitles the Appellant to *"the statutory benefits in accordance with"* ***Sunder*** *(supra)*, which, according to learned counsel, is wide enough to extend to the amount awarded under Paragraph No. 35 of the

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Reference Judgment.

35. On either limb, learned counsel for the Appellant would contend that the learned Executing Court misconstrued both the Reference Judgment and ***Sunder*** *(supra)* in characterising the Appellant's claim as one for interest upon interest. It is urged that the Appellant does not seek interest on interest, but interest on a statutory relief which, by the terms of the Reference Judgment read with ***Sunder*** *(supra)*, forms part of the compensation payable to him. The claim, according to learned counsel, therefore flows from the Reference Judgment itself, and the learned Executing Court, in declining to give effect to it, failed to execute the Judgment and Decree in its true terms.

36. Learned counsel for the Appellant would further submit that the Respondent, including the beneficiary department, the Directorate of Education, did not challenge the relief granted under Paragraph No. 35 in their Appeal against the Reference Judgment, and that it has, therefore, attained finality. It would also be contended that the Respondent filed no objections to the Appellant's calculations before the learned Executing Court, and that the objection that the Appellant was claiming interest on interest was raised only by the Civil Nazir, on an informal objection of the LAC, and that, in the absence of any objection by the Respondent, the Appellant's calculations ought to have been accepted.

37. Learned counsel for the Appellant would accordingly pray that the Impugned Order be set aside, and that the Respondent be directed to treat the amount granted under Paragraph No. 35 of the Reference Judgment as statutory relief forming part of the compensation, and to pay interest thereon in terms of ***Sunder*** *(supra)* and at the rates

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directed under Paragraph No. 46 of the Reference Judgment.

38. No other ground was pressed into service or submission advanced on behalf of the Appellant.

SUBMISSIONS ON BEHALF OF THE RESPONDENT:

39. Learned counsel appearing on behalf of the Respondent would support the Impugned Order and contend that an Executing Court cannot travel beyond the terms of the Decree/Judgement it is called upon to execute. Paragraph No. 35 of the Reference Judgment directs payment of interest at 15% per annum under Section 34 of the LA Act on the compensation awarded by the LAC, and that too only up to 20.02.2002. No paragraph of the Reference Judgment grants interest upon the interest so awarded. Significantly, even Row No. 7 of the Appellant's own Execution Petition did not claim any such relief.

40. Learned counsel for the Respondent, answering the first limb of the challenge, would submit that Paragraph No. 46 of the Reference Judgment grants interest *"as per Section 28 of the Act"*, which operates only on the excess compensation determined by the Reference Court, *namely*, the enhancement granted under Paragraph Nos. 43 to 45 of the Reference Judgment. Learned counsel would submit that the amount awarded under Paragraph No. 35 of the Reference Judgment is not such *"excess compensation"*, as the Appellant seeks to construe, but is interest under Section 34 of the LA Act upon the compensation awarded by the LAC.

41. It would be submitted that such interest compensates the landowner for being deprived of the use of the compensation amount during the period of delay in its disbursement, and remains distinct from the compensation itself. What the Appellant describes as *"excess*

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compensation" is, therefore, interest and not compensation, and the attempt to levy further interest on it at 9% and 15% per annum is, in substance, a claim for compound interest, which the LA Act does not contemplate.

42. Learned counsel for the Respondent, controverting the second limb of the challenge, would contend that the reliance sought to be placed on the Judgment of the Hon'ble Supreme Court in ***Sunder*** *(supra)* by the Appellant is misconceived, inasmuch as the said decision recognises the entitlement of a landowner to interest on *solatium*, in addition to interest on the market value of the acquired land and does not hold that interest awarded for delayed payment becomes a component of compensation.

43. Learned counsel for the Respondent would submit that Paragraph No. 47 of the Reference Judgment only extends the aforesaid benefit to the Appellant, and which has already been given effect to. It would be submitted that the payment of ₹1,27,538/- made on 15.02.2005 was released in view of ***Sunder*** *(supra)*, and the Civil Nazir has computed interest on the entire compensation, including *solatium* and the additional amount and further that Paragraph No. 47 of the Reference Judgment was, in essence, a direction to give effect to ***Sunder*** *(supra)* by computing interest on the compensation inclusive of solatium and the additional amount, under both heads, which has already been done.

44. Learned counsel for the Respondent, in view of the foregoing, would submit that the submission of the Appellant that the interest granted under Paragraph No. 35 of the Reference Judgment amounts to *"Statutory Benefit"/"Compensation"* in terms of ***Sunder*** *(supra)* or amounts to *"excess compensation"* in terms of Section 28 of the LA

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Act, thereby drawing benefit from Paragraph No. 46 of the Reference Judgement, cannot be sustained, and therefore, the challenge to the Impugned Order fails on both the limbs of challenge, as sought to be raised on behalf of the Appellant.

45. Learned counsel for the Respondent would further submit that the contention of the Appellant that the absence of any challenge to Paragraph No. 35 of the Reference Judgment would entail finality in terms of Appellant's own construction and interpretation of the directions cannot be sustained. It would be submitted that what the Appellant herein is seeking to do is to enlarge the scope of the Reference Judgment and reap benefits which neither are contemplated in the statute nor have been granted by the Reference Judgment.

46. Learned counsel would further contend that the calculations furnished by the Appellant are *ex facie* erroneous. The Appellant has applied an incorrect differential rate to Category 'A' land and adopted incorrect areas, calculated *solatium* on a time basis, extended the period of the additional amount beyond that permissible, and claimed interest from 12.08.1997, although possession was taken only on 13.11.1997. He has, moreover, furnished three separate calculations, each proceeding on a different basis, which itself demonstrates the inconsistency of the claim and has, most importantly, claimed *"interest on interest"*, which in view of the foregoing submissions is erroneous.

47. Learned counsel for the Respondent would submit that the computation of the Civil Nazir accords with the Reference Judgment, and that the Appellant has been unable to point out any arithmetical error in the computation thereof. It would therefore be submitted that the Impugned Order calls for no interference, and the present Appeal

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is, accordingly, liable to be dismissed.

48. No other submission was advanced on behalf of the Respondent.

ANALYSIS:

49. This Court has heard the learned counsel appearing on behalf of the parties and, with their able assistance, perused the material available on record.

50. At the outset, it is necessary to note that, for clarity and convenience, the ensuing analysis and discussion are arranged hereinafter under separate headings corresponding to the principal issues addressed. The said headings are merely intended to facilitate the orderly appreciation of the reasoning and are not to be construed as creating isolated compartments between the issues. The Judgment is to be read as a whole, and the findings recorded under each heading shall be understood in the context of, and in conjunction with, the findings and reasoning contained in the other parts of the Judgment.

Scope of Controversy

51. The controversy arising in the present Appeal turns on the construction of the Reference Judgment and, in particular, the legal character of the interest awarded under Paragraph No. 35 thereof. The rival submissions, though founded on different constructions of the Reference Judgment, converge on a common question, *namely*, whether the interest awarded under Section 34 of the LA Act for the delayed disbursement of the compensation, determined by the LAC, can itself be treated as a component of compensation, so as to attract further interest thereupon under Paragraph No. 46 of the Reference Judgment, or by virtue of the statutory benefits referred to in

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Paragraph No. 47 of the Reference Judgment in accordance with ***Sunder*** *(supra)*.

Reference Judgment and Decree

52. Before examining the rival contentions in light of the statutory scheme, it is necessary to refer to the relevant directions in the Reference Judgment dated 10.05.2016, as corrected and modified by the subsequent Orders. The relevant analysis and findings are reproduced in full below:

> "**30.** I have heard Sh. Mahesh Mehta, Ld. Counsel for the petitioner, Sh. I.P. Singh, Ld. Counsel for the respondent no. 1/ Union of India and perused the record. My findings on issues are as under:
> **31.** The issues which were framed on 06.02.2013 are taken up first:
> **ISSUE NO.1:**
> **32.** This issue is framed as pleaded by respondent in the written statement. However, neither any evidence led nor same has been pressed at the time of final arguments. Therefore, in these circumstances, the issue is decided against the respondents and in favour of the petitioner.
> **33.** The remaining two issues shall be taken up with the issues framed on 20.11.2007. Now I will take issues framed on 06.03.2010:
>
> > **"1(a) Whether the respondents have caused delay in making payment of compensation in respect of petitioner's acquired land in village Tikri Kalan? If yes, by what period and whether the petitioner is entitled to interest, if yes, at what rate and for which period? OPP**
>
> **34.** The onus to prove this issue is on the petitioner, who examined Sh. Deepjot Singh as PW1, who proved his affidavit Ex. PW1. As per Section 19 Statement, the possession of acquired land was taken on 13.11.1997. PW1 also deposed that award was made on 15.09.1998. Petitioner caused appearance before LAC on 10.11.1998 and reminded him in writing for release of compensation and proved the reminder Ex. PW1/15. He further proved the letter dated 03.12.1998, 08.12.1998, 03.04.1999 and 10.06.1999 Ex. PW1/16 to 19. Several letters were written to LAC and Director of Education for release of the compensation amount. PW1 further proved the legal notice dated 20.07.1999 served upon respondents through Advocate Sh.A.P. Mahajan, Ex. PW1/20. PW1 further proved that a writ petition titled as 'Sh. Deepjot Singh Anand vs. Union of India & others' Civil Writ No. 5463/99 filed before the Hon'ble High Court and proved two orders dated

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28.01.2002 and 20.02.2002 Ex. PW1/29 and 30. In the cross-examination, respondent did not put any question or suggestion on the all exhibited documents including the filing of the Writ petition by the petitioner. Further, there is no cross-examination by the respondents on the point of non entitlement of compensation for the period 23.10.1998 to 19.02.2002. Although Ex. PW1/30, the order of Hon'ble High Court specifically mentioned that a cheque of Rs.72,12,688/- was handed over to petitioner from the office of LAC before the Court. It is not disputed by parties that the above said writ petition was disposed of vide judgment dated 05.05.2005 by the Hon'ble Mr. Justice Swatantra Kumar, J and Hon'ble Mr. Justice Madan B. Lokur, J. whereby the directions have been given to this court to determine the final amount payable to the petitioner including the above said period from 23.10.1998 to 19.02.2002.

35. I have considered respective submissions of Counsels for parties. The petitioner has proved that the acquired land was possessed by LAC on 13.11.1997 and award was pronounced on 15.09.1998. The petitioner further proved the correspondence with the LAC whereby compensation was demanded and ultimately a Civil Writ No. 5463/99 filed before the Hon'ble High Court. It is further proved on record that a cheque of Rs.72,12,668/- was handed over to the petitioner before the Hon'ble High Court on 20.02.2002. **It establish beyond any doubt that Land Acquisition Collector failed to pay the amount of compensation till 20.02.2002 since the pronouncement of award on 15.09.1998. Hence, issue is decided in favour of petitioner and against the respondents. I direct the respondents to pay interest @ 15% p.a. for the period 15.09.1988 *[sic.15.09.1998]* to 20.02.2002 under Section 34 of the Act on the compensation awarded by the Collector in the award to the petitioner.**

36. Now coming to the issue no.2 framed on 06.02.2003 and issue nos. 1 & 2 framed vide order dated 20.11.2007:

ISSUE NO. 2 dated 06.02.2003

And

ISSUE NO. 1 & 2 dated 20.11.2007

37. In the present case the land of petitioner as per Section 19 statement filed by the Collector mention rates for Block - A and Block – B and the Collector vide above mentioned Award No. 3/DCW/98-99 dated 15.09.1998 has fixed the value of the acquired land @ Rs.8,80,000/- per acre or Rs.1,83,333/- per bigha. The petitioner in the affidavit Ex. PW1 deposed that the acquired land should have been calculated at the rate fixed for category 'A' as no part of it liable to be calculated otherwise. The calculation of the Collector would have been done justly, fairly and reasonably. I have gone through the Award Ex. R-1, where the land comprising of 67 Bigha calculated in Category 'B' and rest of the land was in Category 'A'. According to Section 19 statement land of petitioner having Khasra no. 65/5/2, 6/1, 66/1/2/1 min, 1/2/2 min and 10/1 falls in category 'B'. As per record petitioner has not filed any

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objections to Section 19 statement. In the amended reference also there is no mentioning of any objection for the category 'B' land by the petitioner as assessed by the Collector. Petitioner proved on record Ex. PW1/3 to PW1/10, Khasra Girdawaris from the year 1985-86 to 1996-97, according to which Khasra no. 65//2 (0-12) (structure), Khasra No.6/1 (2-8) (structure), Khasra No. 66/1/2/1 (0-2) (trees), 1/2/2 min (2-7) (trees), Khasra No. 10/1 (2-8). However, as per award Ex. R-1, some part of Khasra no. 65/5/2, 6/1, 62/1/2/1, 1/2/2 also shown in category 'A'. The Collector has correctly shown the categories of acquired land in his award Ex. R-1 as category 'A and 'B', which is corroborated by Ex. PW1/3 to PW1/10. Therefore, I do not find any error committed by Collector in the award Ex. R-1 as well as in Section 19 Statement.

38. Hence, on the basis of above observation and discussion, petitioner failed to establish/prove that all his land belong to category 'A'. The petitioner is entitled to the rate as per award of his acquired land as per categorization by Collector of both categories 'A' and 'B' respectively of respective portions.

39. The petitioner in this case has relied upon the order/judgment dated 19.12.2008 passed by the Hon'ble High Court of Delhi in LA (Appeal) No. 193/06 in case titled as "Partap Singh (dead) through LRs etc. etc. vs. UOI & Ors" pertaining to Award No. 3/DCW/98-99 dated 15.09.1998 of same village i.e. Tikri Kalan, wherein the Hon'ble High Court has fixed the fair market value of the acquired land of Block -A @ Rs.2,35,815/- and Block – B @ Rs.1,90,156/-.

40. In the case titled as ,"Nand Ram Vs. State of Haryana" reported as JT 1988 (4) SC 260, it has been inter-alia held that if a compensation amount is already fixed for a land then the same amount of compensation has to be given to the other land owners whose similarly placed land situated adjacent is acquired under the same notification.

41. In the instant case, the petitioners have not brought on record any evidence, documentary or otherwise that their land was having more potential and that the compensation should have been granted to them at a higher rate.

42. In these circumstances and in view of the aforesaid judgment of the Hon'ble Supreme Court of India in the case of Nand Ram (Supra) and having regard to the fact and circumstances of the present case, the petitioners shall be entitled to the compensation as awarded by the Hon'ble High Court of Delhi vide above said order/judgment dated 19.12.2008 in LA Appeal Nos. 193/06 & 284, 229, 228 etc. of 2007 in case titled as "Pratap Singh (dead) through LRs etc. etc. vs. UOI & Ors." in respect of the same village i.e. Rs.2,35,815/- for 'A' category and Rs.1,90,156/- for 'B' category for the acquired land in question. Hence, in view of the above, issue no. 2 of dated 06.02.2003 and issue no. 1 & 2 dated 20.11.2007 are decided accordingly.

(RELIEF)

43. In view of the above discussion & observations and having

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regard to the fact and circumstances of the present case, the present reference under Section 18 of the Act is disposed of by holding that the compensation awarded to the petitioners @ Rs.8,80,000/- per acre or Rs.1,83,333/- per bigha by the Collector was inadequate and unreasonable. The petitioner is required to be paid the compensation @ Rs.2,35,815/- for 'A' category and Rs.1,90,156/- for 'B' category for the acquired land in question.

44. The petitioner is thus entitled to the above said enhancement in the compensation along with 30% solatium.

45. The petitioners will also be entitled to additional amount @ 12% per annum from the date of notification till the date of award i.e. from 12.08.1997 to 15.09.1998.

46. In additional to above, the petitioner shall be entitled to the interest @ 9% p.a. for the first year from the date of taking possession of the land in question and @ 15% p.a. for the subsequent years till the entire payment of the compensation is made as per Section 28 of the Act.

47. The petitioners will also be entitled to the statutory benefits in accordance with the judgment of Hon'ble Supreme Court of India in case titled as 'Sunder vs. UOI' reported as 93 (2001) DLT 569.

48. The petitioner is not entitled to interest of 15% because the proceedings have been delayed by the petitioner since 18.02.2010 as petitioner failed to lead any evidence despite six opportunities and moved one application or the other to delay the proceedings. Even after conclusion of evidence by the petitioner on 01.03.2011, he filed applications which were dismissed by this Court as well as by the Hon'ble High Court with costs. Hence, the petitioner is not entitled to 15% interest from 18.02.2010 to 30.03.2016."

(emphasis supplied)

53. A conjoint reading of the aforesaid directions reveals that the Reference Court granted interest under two distinct provisions of the Act.

54. Paragraph No. 35 of the Reference Judgment directs payment of interest at the rate of 15% per annum, under Section 34 of the LA Act, on the compensation awarded by the Collector for the period of delayed disbursement ending on 20.02.2002.

55. Paragraph No. 46 of the Reference Judgment, on the other hand, grants interest at the prescribed rates under Section 28 of the LA Act on the enhanced compensation determined by the Reference Court.

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56. Paragraph No. 47 of the Reference Judgment extends the statutory benefits recognised in ***Sunder*** *(supra)*.

57. It is the legal relationship between these directions, and the extent to which one may operate upon the amount awarded under the other, that lies at the heart of the present controversy. The mere fact that all three directions form part of the same Judgment does not, by itself, resolve whether the interest awarded under Paragraph No. 35 of the Reference Judgment can be treated as a component of compensation for the purposes of Paragraph Nos. 46 and 47 of the Reference Judgment.

58. All questions and contentions raised by the Appellant before this Court would answer themselves upon consideration of the statutory scheme governing the two heads of interest under the LA Act, followed by an examination of the scope of the principle laid down in ***Sunder*** *(supra)* in relation to the express or literal directions, as noted above, contained in the Reference Judgment.

Section 34 and Section 28 of the Land Acquisition Act: Distinct Statutory Functions

59. Adverting to the first limb of the challenge whereby the Appellant contends that Paragraph No. 46 of the Reference Judgment, which grants interest *"till the entire payment of the compensation is made as per Section 28 of the Act"*, extends to the amount awarded under Paragraph No. 35. The premise is that Section 28 of the LA Act provides for interest on the *"excess compensation"* granted by the Court, and that such excess compensation was granted to the Appellant under Paragraph No. 35, so that the amount awarded thereunder carries interest until paid. However, the aforesaid construction and interpretation finds no support in terms of the

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statutory scheme, and therefore, does not commend itself to this Court.

60. At the threshold, the premise of the submission is contradicted by the terms of the Reference Judgment itself. Paragraph No. 35 of the Reference Judgment does not grant any excess compensation. It directs payment of *"interest @ 15% p.a….. under Section 34 of the Act on the compensation awarded by the Collector"*. The excess compensation, in the sense in which Section 28 of the LA Act uses that expression, was determined separately, under Paragraph Nos. 43 to 45 of the Reference Judgment. The two grants of interest in the Reference Judgment are thus made under two different provisions of the LA Act *viz.*, Paragraph No. 35 under Section 34 of the LA Act, and Paragraph No. 46 under Section 28 of the LA Act. Whether one can be carried into the other depends on the relationship between those provisions, which read as under:

> "**28. Collector may be directed to pay interest on excess compensation. -**
> If the sum which, in the opinion of the Court, the Collector ought to have awarded as compensation is in excess of the sum which the Collector did award as compensation, the award of the Court may direct that the Collector shall pay interest on such excess at the rate of nine per centum per annum from the date on which he took possession of the land to the date of payment of such excess into Court:
> Provided that the award of the Court may also direct that where such excess or any part thereof is paid into Court after the date of expiry of a period of one year from the date on which possession is taken, interest at the rate of fifteen per centum per annum shall be payable from the date of expiry of the said period of one year on the amount of such excess or part thereof which has not been paid into Court before the date of such expiry."

> "**34. Payment of interest. -**
> When the amount of such compensation is not paid or deposited on or before taking possession of the land, the Collector shall pay the amount awarded with interest thereon at the rate of nine per centum per annum from the time of so taking possession until it shall have

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been so paid or deposited:
Provided that if such compensation or any part thereof is not paid or deposited within a period of one year from the date on which possession is taken, interest at the rate of fifteen per centum per annum shall be payable from the date of expiry of the said period of one year on the amount of compensation or part thereof which has not been paid or deposited before the date of such expiry."

61. A perusal of the aforestated provisions makes it manifest that although Sections 28 and 34 prescribe the same rates of interest and contemplate its accrual from the date of taking possession, they operate upon different sums and are attracted in different circumstances:

a) Section 34 of the LA Act operates on *"the amount awarded"* by the *Collector*. It is attracted when that amount is not paid or deposited on or before the taking of possession, and runs *"until it shall have been so paid or deposited"*. The default it addresses is the delay in paying what the Collector has himself determined to be due.

b) Section 28 of the LA Act operates only on *"such excess"*, namely, the amount by which the compensation which, *"in the opinion of the Court, the Collector ought to have awarded"*, exceeds *"the sum which the Collector did award"*. It runs until *"such excess"* is paid into Court. The default it addresses is the under-valuation of the land by the Collector, which the Court corrects on reference.

62. The structure and distinction of the two provisions becomes further clear when the compensation finally payable to a landowner is seen as the sum of two parts. Where a reference succeeds, the total compensation consists of (i) the compensation awarded by the Collector, and (ii) the excess determined by the Court over and above

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that award. Section 34 provides interest on the first part, and Section 28 on the second. Each part carries interest from the date of taking possession until it is paid. The two provisions are thus mutually exclusive, since neither operates on the sum to which the other applies. Taken together, they cover the whole of the compensation, without gap and without overlap. Every rupee of compensation carries interest once, and only once, from the date on which the owner was dispossessed until the date on which it is paid.

63. The scheme is a deliberate one. Had either provision been capable of operating on the sum covered by the other, the same compensation would attract interest twice over for the same period. By confining Section 34 to *"the amount awarded"* and Section 28 to *"such excess"*, the statute ensures that interest is neither duplicated nor compounded. It follows that the two provisions cannot be treated as interchangeable, or applied cumulatively, merely because they relate to the same acquisition, prescribe the same rates, or find place in the same Judgment.

64. A bare reading of the Reference Judgment makes it clear that the present case follows the statutory scheme precisely. Paragraph No. 35 of the Reference Judgment grants interest *"under Section 34 of the Act on the compensation awarded by the Collector"*, for the period from 15.09.1998 to 20.02.2002, during which that compensation remained unpaid. Paragraph No. 46 of the Reference Judgment grants interest *"as per Section 28 of the Act"* on the enhanced compensation determined by the Reference Court under Paragraph Nos. 43 to 45 of the Reference Judgment. Each direction operates on its own part of the total compensation, and the two do not intersect. This is also how the Reference Judgment has been executed.

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65. The expression *"till the entire payment of the compensation is made"* in Paragraph No. 46 of the Reference Judgment, on which the Appellant places reliance, must be read in the context of the provision under which that direction was issued. It refers to the payment of the compensation on which interest under Section 28 runs, *namely*, the enhanced compensation. It cannot be read as extending Section 28 to a different sum, still less to the interest separately granted under Section 34 by Paragraph No. 35 of the Reference Judgment. The submission that the *"entire payment"* of the compensation was not made until 28.11.2018 proceeds on treating the interest paid on that date as part of "*the compensation"*. That is the very premise which, for the reasons stated above, cannot be accepted.

66. The Appellant's construction would require the interest awarded under Section 34 to be treated as though it were itself *"excess"* compensation attracting interest under Section 28 of the LA Act. That would collapse the two parallel heads into one. It would also produce precisely what the scheme of the LA Act avoids, *i.e.*, interest would first be paid on the Collector's award under Section 34, and then paid again, under Section 28, on that interest. As rightly contended on behalf of the Respondent, the interest under Paragraph No. 35 of the Reference Judgment is not *"excess"* compensation within the meaning of Section 28. Nor does Section 34 permit interest payable under it to be added to *"the amount awarded"* for computing further interest.

67. This Court, therefore, holds that the interest granted under Paragraph No. 35 of the Reference Judgment remains referable to Section 34 of the LA Act, and that granted under Paragraph No. 46 to Section 28. Paragraph No. 46 of the Reference Judgment does not

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authorise interest on the interest granted under Paragraph No. 35 of the Reference Judgment, and therefore the first limb of the challenge fails.

68. Whether the Appellant's reliance on Paragraph No. 47 of the Reference Judgment, and on ***Sunder*** *(supra)*, warrants a different conclusion is considered hereinafter.

Scope of the Principle in Sunder (supra)

69. The second limb of the Appellant's challenge rests upon the expression *"statutory benefits"* employed in Paragraph No. 47 of the Reference Judgment, which extends to the Appellant the benefits recognised in ***Sunder*** *(supra)*.

70. The Appellant's contention is that such benefits are not confined to the inclusion of *solatium* and the additional amount in the base for computing awarded compensation, but also encompass the interest awarded under Paragraph No. 35 of the Reference Judgment. On this construction, the said interest, being a statutory entitlement under Section 34 of the LA Act, must itself carry further interest. The submission thus calls for an examination of the scope of the expression *"statutory benefits"* in Paragraph No. 47 of the Reference Judgment and the principle for which ***Sunder*** *(supra)* stands.

71. In ***Sunder*** *(supra)*, the question referred to the Constitution Bench concerned the base on which interest is calculated under the LA Act. More specifically, the Court had to determine whether the solatium payable under Section 23(2) must be included in the amount on which interest is payable under Sections 34 and 28, or whether interest is confined to the market value of the acquired land.

72. In answering that question, the Hon'ble Supreme Court considered the meaning of "*amount awarded*" in the statutory scheme.

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It held that compensation under Section 23 is not limited to the market value determined under Section 23(1). It also includes the other statutory components specified in Section 23, *namely*, the additional amount under Section 23(1A) and solatium under Section 23(2). Accordingly, where interest is payable on the compensation awarded, the relevant base includes those components of compensation.

73. The expression "*statutory benefits*" in Paragraph No. 47 of the Reference Judgment has to be read in light of the issue decided in ***Sunder*** *(supra)* and the principle on which that decision rests. ***Sunder*** *(supra)* addressed which components of compensation under Section 23 form part of the amount on which statutory interest is calculated. For ready reference, the relevant portion of the judgment is reproduced below:

> "**2.** The power of granting interest on the sums involved in land acquisition proceedings is endowed in two provisions of the Act. Section 34 enjoins on the Collector to pay interest at two-tier rates. For the first stage, from the date of taking possession until disbursement of the awarded amount the rate is 9% per annum. If such disbursement is delayed beyond one year the rate of interest would escalate to 15% per annum from the date of expiry of the said period of one year. Section 28 of the Act contains the same postulates and it is supplementary to the above provision. It empowers the court to direct the Collector to pay interest at the above two-tier rates on the excess sum awarded by the court. The real question is whether in calculating the interest, as mentioned in the said provisions the amount of solatium envisaged in Section 23(2) of the Act should be included in or excluded from the sum on which interest is liable to be paid.
>
> *****
>
> **23.** In deciding the question as to what amount would bear interest under Section 34 of the Act, a peep into Section 31(1) of the Act would be advantageous. That sub-section says:
>
> > "31. (1) On making an award under Section 11, the Collector shall tender payment of the compensation awarded by him to the persons interested entitled thereto according to the award, and shall pay it to them unless prevented by some one or more of the contingencies mentioned in the next sub-section."

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> The remaining sub-sections in that provision only deal with the contingencies in which the Collector has to deposit the amount instead of paying it to the party concerned. It is the legal obligation of the Collector to pay "the compensation awarded by him" to the party entitled thereto. We make it clear that the compensation awarded would include not only the total sum arrived at as per sub-section (1) of Section 23 but the remaining sub-sections thereof as well. It is thus clear from Section 34 that the expression "awarded amount" would mean the amount of compensation worked out in accordance with the provisions contained in Section 23, including all the sub-sections thereof.

24. The proviso to Section 34 of the Act makes the position further clear. The proviso says that "if such compensation" is not paid within one year from the date of taking possession of the land, interest shall stand escalated to 15% per annum from the date of expiry of the said period of one year "on the amount of compensation or part thereof which has not been paid or deposited before the date of such expiry". It is inconceivable that the solatium amount would attract only the escalated rate of interest from the expiry of one year and that there would be no interest on solatium during the preceding period. What the legislature intended was to make the aggregate amount under Section 23 of the Act to reach the hands of the person as and when the award is passed, at any rate as soon as he is deprived of the possession of his land. Any delay in making payment of the said sum should enable the party to have interest on the said sum until he receives the payment. Splitting up the compensation into different components for the purpose of payment of interest under Section 34 was not in the contemplation of the legislature when that section was framed or enacted.

25. We may also point out that different High Courts have taken the same view in the following decisions: ***G. Venkatesh* v. *Special Land Acquisition Officer* [AIR 1975 Kant 95],** ***B. Ravinder Reddy* v. *Special Dy. Collector, Land Acquisition (Industries)* [AIR 1981 AP 381],** ***State of Haryana* v. *Kailashwati* [AIR 1980 P&H 117]** and ***Hindustan Aeronautics Ltd.* v. *Muniswamy Reddy* [AIR 1993 Kant 77]**.

26. We think it useful to quote the reasoning advanced by Chief Justice S.S. Sandhawalia of the Division Bench of the Punjab and Haryana High Court in ***State of Haryana* v. *Kailashwati* [AIR 1980 P&H 117]**: (SCC p. 119, para 10)

> "Once it is held as it inevitably must be that the solatium provided for under Section 23(2) of the Act forms an integral and statutory part of the compensation awarded to a landowner, then from the plain terms of Section 28 of the Act, it would be evident that the interest is payable on the compensation awarded and not merely on the market value of the land. Indeed the language of Section 28 does

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> not even remotely refer to market value alone and in terms talks of compensation or the sum equivalent thereto. The interest awardable under Section 28 therefore would include within its ambit both the market value and the statutory solatium. It would be thus evident that the provisions of Section 28 in terms warrant and authorise the grant of interest on solatium as well."
>
> **27.** In our view the aforesaid statement of law is in accord with the sound principles of interpretation. Hence the person entitled to the compensation awarded is also entitled to get interest on the aggregate amount including solatium. The reference is answered accordingly."
>
> **(Emphasis supplied)**

74. The reproduced extract confirms that interest under the LA Act is calculated on the compensation awarded under Section 23, including statutory components such as solatium under sub-section (2) thereof, which forms part of that compensation. In ***Sunder*** *(supra)*, the Court held that solatium could not be excluded from the interest-bearing amount merely because it is a distinct statutory component. The decision does not, however, establish that every amount payable under any provision of the LA Act becomes part of the compensation, and thereby attracts further interest, merely because it is payable by operation of the statute. Whether an amount forms part of compensation remains material to determining whether further interest is payable on it.

75. Interest under Section 34 of the LA Act occupies a different position in the statutory scheme. It is payable because the Collector has delayed payment or deposit of the compensation awarded. The compensation is the amount on which interest is calculated; the interest is the consequence of delay in paying that amount. Thus, the fact that interest is payable on statutory components that form part of compensation does not, by itself, make the interest accrued another component of compensation. The Appellant's reliance on ***Sunder***

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(supra) conflates the compensation on which interest is payable with the interest that accrues on that compensation.

76. The distinction between the two statutory provisions is also borne out by the decision of the Hon'ble Supreme Court in ***CIT v. Ghanshyam (HUF)***[15] wherein it was explained that interest under Section 28 of the LA Act forms part of the enhanced compensation, whereas interest under Section 34 is payable on account of delay in payment of the compensation after its determination. This distinction is material in the present case. The amount awarded under Paragraph No. 35 of the Reference Judgment is expressly interest under Section 34 of the LA Act on the compensation determined by the Collector. Its character does not change merely because the Reference Court subsequently enhanced the compensation and separately awarded interest under Section 28 of the LA Act.

77. The decision in ***Ghanshyam (HUF)*** *(supra)*, therefore, does not support treating the interest awarded under Paragraph No. 35 of the Reference Judgment as enhanced compensation upon which further interest is payable. The relevant portion of the said Judgment, being Paragraph No. 35 thereof, reads as under:

> "**35.** To sum up, interest is different from compensation. However, interest paid on the excess amount under Section 28 of the 1894 Act depends upon a claim by the person whose land is acquired whereas interest under Section 34 is for delay in making payment. This vital difference needs to be kept in mind in deciding this matter. Interest under Section 28 is part of the amount of compensation whereas interest under Section 34 is only for delay in making payment after the compensation amount is determined. Interest under Section 28 is a part of enhanced value of the land which is not the case in the matter of payment of interest under Section 34."

78. Read in this statutory context, ***Sunder*** *(supra)* does not support

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the proposition advanced by the Appellant that interest awarded under Section 34 of the LA Act itself becomes part of the compensation, or that the amount of such interest must consequently carry further interest. To extend the principle in ***Sunder*** *(supra)* in that manner would be to move from the proposition that interest is payable on compensation to the materially different proposition that interest is payable on interest.

79. Therefore, since ***Sunder*** *(supra)* concerns interest on the statutory components of compensation, Paragraph No. 47 of the Reference Judgment cannot, merely by employing the expression *"statutory benefits"*, be construed as directing that the interest awarded under Paragraph No. 35 of the Reference Judgment must itself carry further interest. Such an interpretation would conflate two distinct propositions, *namely*, that interest is payable on the compensation together with its statutory components, and that interest already awarded on that compensation itself becomes a component upon which further interest is payable. The former is supported by ***Sunder*** *(supra)*; the latter does not follow from it. The Appellant's reliance upon the expression *"statutory benefits"* cannot bridge that distinction in the absence of a statutory provision or a direction in the Reference Judgment supporting the further entitlement claimed.

80. Accordingly, Paragraph No. 47 of the Reference Judgment must be understood as extending to the Appellant the statutory benefits recognised in ***Sunder*** (*supra*), and not as creating an independent entitlement to interest upon the interest awarded under Paragraph No. 35 of the Reference Judgment. Such an entitlement neither follows from the principle laid down in ***Sunder*** (*supra*) nor finds expression in the Reference Judgment. The second limb of the Appellant's

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challenge, therefore, fails.

Effect of Non-Challenge to Paragraph No. 35 of the Reference Judgment

81. Another major contention of the Appellant before this Court is that the Respondent did not challenge the relief granted under Paragraph No. 35 of the Reference Judgment and raised no objection in the initial stage of the execution proceedings. The Appellant submitted that the objection concerning "*interest upon interest*" was first raised by the Civil Nazir, and that too, at a later stage of the execution proceedings.

82. In the considered view of this Court, these circumstances do not support the Appellant's claim to interest on the interest.

83. The Appellant's submissions clearly overlook the distinction between the relief expressly granted by the Reference Judgment and the further relief which the Appellant seeks in the form of interest on interest. Paragraph No. 35 of the Reference Judgment awards interest on the compensation determined by the Collector for a specified period. The Appellant seeks to treat that interest itself as a further interest-bearing amount.

84. The Reference Judgment, dated 10.05.2016, by its Paragraph No. 35, expressly directed payment of interest at 15% per annum under Section 34 of the LA Act on the compensation awarded by the Collector, for the period from 15.09.1998 to 20.02.2001. The direction thus specifies both the amount on which interest is payable and the period for which it is payable. Neither Paragraph No. 35 nor Paragraph Nos. 46 and 47 of the Reference Judgment contain any direction that the interest awarded for that period will itself carry further interest. Read together, these paragraphs define the relief

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granted; they do not award interest on the interest directed under Paragraph No. 35 in any manner.

85. From the very beginning of the Reference Judgment, the Appellant was aware of its Paragraph Nos. 35, 46 and 47, Sections 28 and 34 of the LA Act, and the decision in ***Sunder*** (*supra*) as well. The Reference Judgment was delivered on 10.05.2016, after 15 years for which interest was awarded had ended. It nevertheless specified that interest was payable on the Collector's compensation for that period, without directing anywhere that the interest so awarded would itself carry interest. If the Appellant believed that it granted or ought to have granted further interest, it was for the Appellant to seek appropriate clarification, modification or appellate relief. The Appellant did not do so at that stage. The Appellant cannot now blame the Respondent for failing to challenge the relief expressly granted and rely on that failure as a basis for claiming additional relief that the Reference Judgment does not contain. Given the express terms of the Reference Judgment and Sections 28 and 34 of the LA Act and/or the principle in ***Sunder*** (*supra*), any ambiguity, if so perceived as such, was for the concerned party, in this case, the Appellant herein, to raise in appropriate proceedings.

86. At this juncture, it is pertinent to note that while passing directions in the Reference Judgment, the Reference Court was well aware of the historical and relevant factual circumstances, including interest granted expressly in Paragraph Nos. 35 and 46. Had it intended to award interest on the interest granted under Paragraph No. 35, it could have said so expressly in the Reference Judgment itself. It did not do so. The Appellant cannot use the execution proceedings to supply a direction absent from the Reference Judgment, particularly

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when that further relief does not follow from either Sections 28 and 34 of the LA Act or the principle determined in ***Sunder*** (*supra*), in any manner.

87. It is settled law that once the Reference Judgment attained finality, the executing court's task was to determine whether the computation conformed to the relief expressly granted. The court may construe the judgment to ascertain its true import, but it cannot enlarge the award by adding an entitlement that the judgment does not provide. The decree must be enforced in accordance with its terms. That duty does not depend on whether the judgment debtor has raised a particular objection at a particular stage. Nor is the court precluded from examining the correctness of a computation because the issue was first identified by the Civil Nazir. Therefore, in the considered view of this Court, the learned Executing Court was entitled to call for and examine the Civil Nazir's computation to determine the amount payable under the Reference Judgment.

Assessment of Rival Computation

88. The Civil Nazir's computation, reproduced in Paragraph No. 28 of the Impugned Order, proceeds by separately calculating the enhanced compensation and the compensation originally awarded by the Collector, together with the interest and statutory benefits payable under the Reference Judgment, as amended. The additional amount has been calculated for the period from 12.08.1997 to 13.11.1997, in accordance with the amendment dated 16.07.2023. Interest has been computed on the compensation inclusive of *solatium* and the additional amount, consistently with ***Sunder*** *(supra).*

89. The period from 18.02.2010 to 30.03.2016 has been excluded in accordance with Paragraph No. 48 of the Reference Judgment, an

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exclusion also reflected in the Appellant's own calculation dated 29.04.2019. The computation further accounts for the payments previously made under the respective heads and adjusts the excess identified in relation to the enhanced compensation. On this basis, the Civil Nazir determined the balance payable to the Appellant to be ₹88,681/-.

90. The Appellant's latest calculation dated 14.05.2025, on the other hand, cannot be accepted even on its own terms. Apart from computing interest on the interest awarded under Paragraph No. 35 of the Reference Judgment, it applies an incorrect differential rate of ₹52,482/- per *bigha* for Category 'A' land, in place of ₹27,482/- (*which the Appellant himself adopted in his earlier calculations*), and adopts incorrect areas. Similarly, the period for which solatium was calculated has been overstated.

91. Further, the calculation sheet continues to charge interest on the aggregate amount up to 13.05.2025, even though the enhanced compensation was admittedly paid in 2017-18 and a substantial portion of the interest awarded under Paragraph No. 35 of the Reference Judgment was paid on 28.11.2018. The sheet accounts for these payments only by deducting them at the end of the calculation, rather than reducing the interest-bearing balance from the dates on which the payments were made. It also gives no credit for the payments of ₹3,84,295/- and ₹1,27,538/- made in February 2005.

92. The Appellant has, moreover, filed three calculations, i.e., of ₹1,02,93,325, ₹1,16,54,931 and ₹2,10,32,977, each based on a different method. In the considered view of this Court, the learned Executing Court rightly declined to accept them, as they materially overstate the amount payable and are inconsistent with the facts and

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the principles governing the computation.

93. At this stage, this Court expresses its strong disapproval of the Appellant's approach to the calculations and his persistence in prolonging the dispute before both the Executing Court and this Court. The calculations advanced by the Appellant substantially overstate the amount payable and have required the courts to devote considerable judicial time to examining and verifying the parties' competing claims. Such an approach is unacceptable. Parties are expected to present accurate calculations and assist the court in resolving execution proceedings efficiently. They should not prolong the dispute by pressing an overstated claim that demands extensive judicial scrutiny. The resulting expenditure of judicial time is serious and avoidable.

DECISION:

94. In view of the foregoing, this Court finds that the Appellant has identified no error in the Civil Nazir's application of the rates, periods or components stipulated in the Reference Judgment. The Appellant's principal objection is that the Civil Nazir's computation does not include interest on the interest awarded under Paragraph No. 35 of the Reference Judgment. For the reasons discussed in detail above, that objection is untenable.

95. Accordingly, the present Appeal is dismissed, and the Impugned Order dated 17.12.2025, passed by the learned Executing Court in Execution Petition No. 202/2017, is upheld.

96. Accordingly, the Land Acquisition Collector (West) is directed to pay the sum of ₹88,681/- to the Appellant, within two (02) weeks from today, if it has not already been paid. Upon payment, the learned

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Executing Court shall determine the Execution Petition, being Ex. 202/2017, in accordance with law.

97. The present Appeal, along with pending Application(s), if any, stands disposed of in the aforementioned terms.

98. There shall be no Order as to Costs.

99. A copy of this Judgment be transmitted to the learned Executing Court for information and compliance.

HARISH VAIDYANATHAN SHANKAR, J.

NOVEMBER 18, 2026/ DJ

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