

A HINDUSTAN ZINC LTD.  
v.  
BHAGWAN SINGH BHATI & ORS.  
(Civil Appeal Nos. 2869-2876 of 2005)

B MARCH 10, 2008  
(DR. ARIJIT PASAYAT AND P. SATHASIVAM, JJ.)

*Land Acquisition:*

C *Acquisition of land for company – Writ Petition by*  
*landholders – Claiming employment in the company for one*  
*member of each family – Company disputing the relevant*  
*clause in the agreement as a fabricated one and also raising*  
*plea of delay — High Court allowing the claim relying upon*  
*an earlier order — HELD: High Court having not recorded its*  
D *findings on the issues raised as also with regard to similarity*  
*of fact of the case relied upon, matter remitted to it for disposal*  
*afresh.*

E **The respondent landholders filed writ petitions**  
**before the High Court seeking a direction to the appellant-**  
**company at whose instance the lands were acquired, to**  
**give employment to one member of each of such families.**  
**The stand of the appellant-company was that the said**  
**stipulation was in the agreement with respect to the lands**  
**acquired for establishment of the plant and not in the**  
F **agreement for acquisition of lands in the instant case**  
**which was for residential colony. It was further stated that**  
**the relevant clause in the agreement was a doctored one;**  
**and that the petitions were filed with a delay of about 10**  
**years. The High Court ignored the document and, on the**  
G **basis of an earlier decision, allowed the claim.**

Allowing the appeals filed by the Company, the Court

HELD: It appears that various points urged by the  
appellant have not been taken note of; more particularly,

the stand that the purported agreement relied upon was a fabricated one and there was an insertion by manipulation. It is to be noted that the order on which the Division Bench of the High Court placed reliance was rendered in a factually different scenario and reliance should not have been placed thereupon in a routine manner. The High Court has not indicated as to how the factual scenario is similar. No finding has been recorded on the stand that the writ petitions not only were belated but also were founded on a fabricated document. Therefore, the impugned order of the High Court is set aside and the matter is remitted to it for fresh consideration in accordance with law. [para 8-9] [619-D, E, F]

CIVIL APPELLATE JURISDICTION : Civil Appeal Nos. 2869-2876 of 2005.

From the final Order dated 1.4.2004 of the High Court of Jodhpur (Rajasthan) in D.B.C.Spl. Appeal Nos. 1465/1999, 85/2000, 1049/1998, 374/2001, 1466/1999, 439/2002, 1464/1999 and 1463/1999

WITH

Civil Appeal No. 7424/2005

C.A. Sundaram, P.C. Sen, Pallav Kumar, Vishwajit Singh, Rajendra Singhvi, Maitreyi Singhvi, Ashok Kumar Singh, Dr. Sushil Balwada and R.C. Kaushik for the appearing parties.

The Judgment of the Court was delivered by

**Dr. ARIJIT PASAYAT, J.** 1. Challenge in these appeals is to the order passed by a Division Bench of the Rajasthan High Court dismissing the Civil Special Appeals filed by the appellant. The appeals were directed against the order of learned Single Judge dated 25.10.1999.

2. The respondents had filed the writ petitions seeking directions to the present appellants for giving employment to

A members of the families of persons whose lands were acquired  
at the instance of appellant M/s. Hindustan Zinc Ltd. According  
to them, there was an agreement with the company whereby  
the company had agreed to give compensation for the land  
acquired and also to give employment to one member of the  
B family of the land owners.

3. The learned Single Judge taking note of the  
submissions of the company that there was no such agreement  
for giving employment but in view of the policy some preference  
was to be given, disposed of the writ petitions. It was the stand  
C of the company that the only direction that is to be given was to  
consider cases of the writ petitioners in consonance with the  
applicable rules of the company. The High Court referred to an  
earlier order and allowed the special appeals.

D 4. Stand of the present appellant was that there was no  
such agreement as contended. In fact the document which has  
been produced to project the claim that there was any agreement  
to give employment as claimed was a doctored one. The  
Division Bench did not attach any importance to the same and  
directed that in view of the earlier decision dated 21<sup>st</sup> November,  
E 1996, the Writ Petitioners were entitled to the relief claimed.

5. In support of the appeals, learned counsel for the  
appellant submitted that two types of agreements were entered  
into for acquisition of land. One category related to the land  
F acquired for the plant and the other for the residential colonies.  
So far as the land acquired for plant is concerned there was a  
specific clause i.e. Clause 6 which read as follows:

“Those cultivators whose land is being acquired, one  
member of the family of that cultivator or his legal heirs  
shall be given employment according to his qualification  
by Hindustan Zinc in its Institution.”

6. It is pointed out that so far as the land acquired for the  
residential colonies is concerned there was no stipulation and  
fraudulently a para was inserted which did not even bear the  
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signature of any representative of the company. Though this document was produced before the High Court, the same was totally ignored. It is further pointed out that even for the lands acquired for the plant is concerned, if one family member has been given employment, no further claim can be entertained. The High Court did not also take note of the fact that the writ petitions were filed after about a decade. The land was acquired sometime in 1988 whereas the writ petitions were filed in 1998. In view of the Central Government's directives, employment can be given only as per the guidelines. The High Court has completely lost sight of these facts.

7. In response, learned counsel for the respondents submitted that since in one case relief has been granted by application of parity, the respondents were also entitled to similar relief.

8. It appears that various points urged by the appellant have not been taken note of; more particularly the stand that the document relied upon i.e. the purported agreement was a fabricated one and there was an insertion unauthorizedly by manipulation. It is to be noted that the factual scenario of the order on which the Division Bench of the High Court placed reliance was rendered in a factually different scenario. It is also stated that reliance should not have been placed on the order in a routine manner.

9. The High Court has not indicated as to how the factual scenario is similar. No finding has also been recorded on the stand that the writ petition not only was beated but also was founded on a fabricated document. It is therefore appropriate to set aside the impugned order of the High Court and remit the matter to it for fresh consideration in accordance with law. The High Court is requested to explore the possibility of disposing of the appeal by the end of July, 2008.

10. The appeals are allowed to the aforesaid extent.