



2026:AHC:167147-DB

HIGH COURT OF JUDICATURE AT ALLAHABAD

WRIT - C No. - 22642 of 2026

Gyanendra Bahadur Singh And 3 Others

.....Petitioner(s)

Versus

Union Of India And 5 Others

.....Respondent(s)

Counsel for Petitioner(s)	: Mohak Agarwal, Prashant Pandey
Counsel for Respondent(s)	: A.S.G.I., C.S.C., Krishna Kant Shukla, Rashmi Tripathi, Siddharth Khare, Vibhu Rai

Court No. - 21

HON'BLE MAHESH CHANDRA TRIPATHI, J.

HON'BLE KUNAL RAVI SINGH, J.

1. Heard Sri Umesh Vats, learned Senior Counsel assisted by Sri Prashant Pandey, learned counsel for the petitioners; Sri Ajit Singh Rana, learned Standing Counsel for the State respondents and Sri Siddharth Khare, learned counsel for the Inland Waterways Authority of India.

2. The instant writ petition is preferred under Article 226 of the Constitution of India for a direction commanding the respondent Authority to get the sale deed executed for the land in question.

3. Sri Umesh Vats, learned Senior Counsel submits that the land of the petitioners, situated adjacent to the land in dispute has already been acquired by the Central Government through Inland Waterways Authority of India by means of a notification dated 14.09.2023. He submits that the petitioners are aggrieved as a small portion of land, which was not a subject matter of acquisition on the previous occasion, even though being situated at the middle of other acquired land, is still not acquired although the petitioner had already entered into an agreement dated 28.11.2024, which is appended as Annexure-7 to the writ petition. He submits that a Government Order dated 19.03.2015 has been issued with regard to acquisition of land on the basis of mutual agreement, keeping in mind, the urgency of the acquisition, and the probable unnecessary delay in the projects due to litigation. He submits that in order to complete the projects

expeditiously, the endeavour of the Authority/Government under the Government Order dated 19.03.2015 is to enter into an agreement directly with the tenure holders and in case the tenure holders are ready for mutual agreement with the Authority and to surrender their land, there is no requirement of drawing of proceedings under the the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 (hereinafter referred to as the "Act, 2013") Act, 2013.

4. Learned Senior Counsel has further relied upon Paragraph- 11 of the Government Order dated 19.03.2015. He submits that even though the agreement was executed on 28.11.2024 but till date the petitioners' small portion of land, which falls in the mid of the land already acquired for project, has not been taken possession of and due to the same the petitioners are also facing ingress and egress problems. He submits that the petitioners are ready to execute the sale deed with free will, but the respondent Authority has unnecessarily delayed the payment for the reasons best known to the Authority. He further submits that at present there is no necessity to initiate new proceeding under the Act, 2013, as the petitioners are willing to execute the sale deed.

5. Per contra, Sri Siddharth Khare, learned counsel for the respondent Authority has placed detailed instructions dated 08.07.2026, which is taken on record. On the basis of the instructions it is emphasized that due to the failure on the part of the authorities to complete the acquisition proceedings on the basis of mutual agreement now the proceedings to acquire the land under the Act, 2013 through Inland Waterways Authority of India has already commenced and the notification has also been issued, however the entire process would take at least six months for finalization.

6. Considering the factual situation as emerged before us, it is admitted position that in light of the Government Order the petitioners' other holding has already been acquired for the planned project under the Inland Waterways Authority of India and the petitioners grievance is that in spite of the subsequent agreement dated 28.11.2024 *qua* the leftover land, actual benefit of compensation has not been given to the petitioners in absence of the sale deed.

7. In the light of facts and circumstances, we find that on one hand, some portion of the land of the petitioners was acquired earlier through mutual settlement. Thereafter, a mutual agreement dated 28.11.2024 was also executed for the small portion of the land remaining with the petitioners but now the Authority is proceeding under the Act, 2013 whereas the petitioners are eager to sell the land to the Authority, as was done earlier, on the terms of the agreement as executed earlier. Once the Authority has already taken recourse of the Government Order dated 19.03.2015, then the requirement of the proceeding under the Act, 2013 seem to be overbearing action especially when the petitioners are ready to execute the sale deed in light of the Government Order dated 19.03.2015. Hence, interest of justice would be subserved to direct the Authority to initially explore the possibility of getting the sale deed executed on the basis of mutual agreement dated 28.11.2024 entered into by the parties in the light of the Government Order dated 19.03.2015 and only in case of any impediment they are at liberty to proceed as per the Act 2013.

7. With the aforesaid directions, the writ petition stands **disposed of**.

August 10, 2026

Pkb

(Kunal Ravi Singh,J.) (Mahesh Chandra Tripathi,J.)