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WP-5222-2015

IN THE HIGH COURT OF MADHYA PRADESH
AT JABALPUR

BEFORE

HON'BLE SHRI JUSTICE DEEPAK KHOT

ON THE 23rd OF APRIL, 2026WRIT PETITION No. 5222 of 2015*MOHAN GADARI AND OTHERS**Versus**THE SOUTH EASTERN COAL FIELD LIMITED AND OTHERS*

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Appearance:

Mr. Puneet S. Chaturvedi - Advocate for petitioners.

Mr. Anoop Nair - Senior Advocate with Ms. Devyani Singh -

Advocate for respondents.
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ORDER

The present petition has been filed by the petitioners seeking the following reliefs:-

"7.1- Issue a Writ, order or direction in nature of Mandamus or any other appropriate writ, order or direction and call the entire records of the effected village Kudri in which the respondents had done illegal depillaring work and damaged the agriculture land of petitioners.

7.2- To direct the respondents to pay the adequate damages to the petitioners for their agriculture land since 2000 with interest and also provide the jobs to the effected families or benefit of rehabilitation scheme.

7.3- Alternatively direct the respondents to provide the



*suitable land to the petitioners as per the provisions of the new act
i.e. The Right to Fair Compensation and Transparency in Land
Acquisition, Rehabilitation Act Resettlement Act, 2013*

*7.4- And pass such other and further order which this
Hon'ble Court deems fit and proper."*

2. It is submitted by learned counsel for the petitioners that the only grievance of the petitioners is that the earth beneath the land of the petitioners has been taken for mining purposes by the respondents/company, for which an agreement was executed on 25.06.2006 (Annexure-R/1).

3. According to Clause-6 of the agreement, it is agreed between the parties that after completion of three years, the respondents shall make the land cultivable and restore it to its original position. It is submitted that as the respondents have not restored it, the petitioners are not in a position to cultivate their own land. The respondents have also not granted compensation for the same as agreed between the parties as per Clause-6, which provides the respondent/company shall restore the land and make it cultivable and if it is made by petitioners, then all the expenses shall be borne by the respondents.

4. Learned counsel for the petitioners has submitted that petitioners were made to believe that land acquired by the respondents shall be restored after three years and by application of the doctrine of legitimate expectation, the petitioners cannot be left with unrestored land from where no livelihood can be earned. By way of agreement, the earth beneath the land has been utilized and it was in lieu of promise to be fulfilled . The right to property is



a constitutional right enshrined under Article 300-A of the Constitution of India, and the petitioners earn their livelihood from the agricultural land; therefore, their right to life under Article 21 of the Constitution of India has been violated by the respondents.

5 . *Per contra*, learned counsel for the respondents submits that the respondent/company has already restored the land for cultivable use. It is further submitted that the respondents have made categorical statement in regard to it in the return and to contradict it, no rejoinder has been filed.

6. Heard learned counsel for the parties and perused the record.

7. Learned counsel for the petitioners has invited the attention of this Court to the photographs (Annexure-P/3) to state that the condition of the land has not been restored and made cultivable; therefore, the petitioners are not able to cultivate their crops. However, from a perusal of the photographs, it is not identifiable whether the land in question has been restored to its original position and made cultivable or not.

8. Parties have made allegations and counter-allegations. In the considered opinion of the Court, the controversy cannot be resolved under Article 226 of the Constitution of India, as disputed questions of fact are involved.

9. The Hon'ble Apex Court in the case of *State of Jammu and Kashmir Vs. Ghulam Mohd. Dar and Another reported in (2004)12 SCC 327* in paragraph no.3, it has been held as under:

"3. It is not disputed that the contract agreement entered into by and between the parties contains an arbitration agreement. Furthermore, the respondent herein filed the aforementioned writ petition for enforcing a contract



qua contract. Although an objection has been taken as regards the maintainability of the writ petition by the appellant herein, the same unfortunately has not been considered by the High Court. It is well settled that writ of or in the nature of mandamus would not ordinarily issue for enforcing the terms and conditions of a contract qua contract. A writ of mandamus would issue when a question involving public law character arises for consideration. It is also well settled that the High Court would not entertain a writ petition involving disputed questions of fact. Keeping in view the aforementioned well-settled principles of law, the impugned judgments cannot be sustained. They are set aside accordingly. The appeal is allowed. However, the parties appearing before us proposed that Justice R.P. Sethi, a former Judge of this Court be appointed as a sole arbitrator in terms of the arbitration agreement. Accordingly, we request Justice R.P. Sethi to act as the sole arbitrator. Learned counsel appearing for the parties also submitted that no plea as regards limitation would be raised before the learned arbitrator. The parties would be at liberty to approach Justice R.P. Sethi for the aforementioned purpose. The remuneration payable to the arbitrator shall be decided by the arbitrator himself. We may make it clear that the fees payable to the learned arbitrator would be decided by him and the award, if any, would be filed before the High Court."

10. It is not the case that the land of the petitioners has been taken away or snatched by the respondents. In fact, an agreement (Annexure-R/1) was executed between the parties. The petitioners, knowing well that they had given the land to the respondents for mining purposes beneath the earth, entered into the agreement; therefore, the cost and consequences were very much known to them. However, as the agreement contains a condition that the respondent company shall restore the land after three years when the mining work is over, this is the only obligation required to be performed by



the respondents.

11. The writ courts are not meant to be used as courts to grant a decree of specific performance. However, as the respondent, being a public company, falls within the definition of Article 12 of the Constitution of India, it is expected to perform its obligations. Since the petitioners are poor villagers, they cannot be deprived of their right to livelihood, which they earn from the land in question. However, as the fact of restoration of the land is not ascertainable by this Court, the question of legitimate expectation would not apply to the petitioners. The doctrine of legitimate expectation does not apply in the present case because, as per the stipulation in the agreement, if the respondents had not restored the land to its original position, it was the obligation of the petitioners to make it cultivable and then claim the cost and compensation incurred in making such land cultivable. The petitioners cannot hold an expectation indefinitely that the same shall be granted by the respondents and then claim compensation as the agreement was executed in 2006 for a period of three years. The respondents cannot be held responsible for any damages.

12. The Hon'ble Apex Court in the case of *Sivanandan C.T. v. High Court of Kerala*, (2024) 3 SCC 799 in paragraph no.46 has held as under:

"46. From the above discussion, it is evident that the doctrine of substantive legitimate expectation is entrenched in Indian administrative law subject to the limitations on its applicability in given factual situations. The development of Indian jurisprudence is keeping in line with the developments in the common law. The doctrine of substantive legitimate expectation can be successfully invoked by individuals to claim



substantive benefits or entitlements based on an existing promise or practice of a public authority. However, it is important to clarify that the doctrine of legitimate expectation cannot serve as an independent basis for judicial review of decisions taken by public authorities. Such a limitation is now well recognised in Indian jurisprudence considering the fact that a legitimate expectation is not a legal right. It is merely an expectation to avail a benefit or relief based on an existing promise or practice. Although the decision by a public authority to deny legitimate expectation may be termed as arbitrary, unfair, or abuse of power, the validity of the decision itself can only be questioned on established principles of equality and non-arbitrariness under Article 14. In a nutshell, an individual who claims a benefit or entitlement based on the doctrine of legitimate expectation has to establish : (i) the legitimacy of the expectation; and (ii) that the denial of the legitimate expectation led to the violation of Article 14."

13. The Hon'ble Apex Court in the case of ***Ram Pravesh Singh v. State of Bihar***, (2006) 8 SCC 381 in paragraph no.15 has held as under:-

15. What is legitimate expectation? Obviously, it is not a legal right. It is an expectation of a benefit, relief or remedy, that may ordinarily flow from a promise or established practice. The term "established practice" refers to a regular, consistent, predictable and certain conduct, process or activity of the decision-making authority. The expectation should be legitimate, that is, reasonable, logical and valid. Any expectation which is based on sporadic or casual or random acts, or which is unreasonable, illogical or invalid cannot be a legitimate expectation. Not being a right, it is not enforceable as such. It is a concept fashioned by the courts, for judicial review of administrative action. It is procedural in character based on the requirement of a higher degree of fairness in administrative action, as a consequence of the promise made, or practice established. In short, a person can be said to have a "legitimate expectation" of a particular treatment, if any representation or promise



is made by an authority, either expressly or impliedly, or if the regular and consistent past practice of the authority gives room for such expectation in the normal course. As a ground for relief, the efficacy of the doctrine is rather weak as its slot is just above “fairness in action” but far below “promissory estoppel”. It may only entitle an expectant: (a) to an opportunity to show cause before the expectation is dashed; or (b) to an explanation as to the cause for denial. In appropriate cases, the courts may grant a direction requiring the authority to follow the promised procedure or established practice. A legitimate expectation, even when made out, does not always entitle the expectant to a relief. Public interest, change in policy, conduct of the expectant or any other valid or bona fide reason given by the decision-maker, may be sufficient to negative the “legitimate expectation”. The doctrine of legitimate expectation based on established practice (as contrasted from legitimate expectation based on a promise), can be invoked only by someone who has dealings or transactions or negotiations with an authority, on which such established practice has a bearing, or by someone who has a recognised legal relationship with the authority. A total stranger unconnected with the authority or a person who had no previous dealings with the authority and who has not entered into any transaction or negotiations with the authority, cannot invoke the doctrine of legitimate expectation, merely on the ground that the authority has a general obligation to act fairly.

14. Therefore, the petition is disposed off with a direction to the petitioners to file an appropriate representation before the respondent no.1/authority, who, in turn, shall get the land inspected by independent surveyor in presence of the petitioners and decide the representation. In case it is found that the land has not been made cultivable as per the agreement, it shall be made cultivable within three months from the date of receipt of the report by the respondent. If the expert committee finds that the land has



already been restored, then the representation shall be decided by a speaking order.

15. With the aforesaid, the writ petition stands disposed of.

(DEEPAK KHOT)
JUDGE

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