

For Sh. Sathia

(COPY)

No. 10/4/Stats/MILC/10529/D(Lands)
Government of India, Ministry of Defence,
New Delhi, the 15th December 1958.

M-MORANDUM

Sub : PROCEDURE FOR DECLARATION OF LANDED PROPERTIES AS SURPLUS TO THE REQUIREMENTS OF THE DEFENCE SERVICES.

In this Ministry's Memorandum No 1466-Q(Otg & LHD) dated the 28th March 1958, and subsequent Memorandum No 2430-Q/D(D&L) dated the 15th May 1958, and No 4(2)/58/D(Otg)/4562-Q/D(D&L) dated the 11th September 1958, it was directed that no landed property should be declared surplus to the requirements of the Defence Services and released without the prior approval of the Defence Minister. Experience of the last few years has shown that the above orders have held up to some extent de-hiring and de-requisitioning of properties which were no longer required for any defence purposes.

In order to eliminate delay in the disposal of hired and requisitioned properties, it has been decided by the Defence Minister that the following authorities be authorised to declare surplus hired and requisitioned lands on which no assets of the Defence Ministry have been created subject to the financial limits given against each :-

Annual rental or recurring
compensation in each case
not exceeding

Authority

- | | | |
|-----|--|--------------|
| (a) | Commander of Brigade, Brigade Area or Sub Area | Rs. 5,000/- |
| (b) | Commander of a Corps, Division, Area, Independent Sub Area or Independent Brigade Group/
Equivalent Naval/Air Force Commander | Rs. 25,000/- |
| (c) | General Officer Commanding-in-Chief/
Equivalent Naval Commander/
AGC-in-C | Rs. 1 Lakh |

Cases in which the annual liability or compensation exceeds rupees one lakh or cases in which it is proposed to de-requisition only a portion of the land covered by a requisitioning order will require the approval of Government.

Sd/-

(Vinaya Vyas)

Under Secretary to the Government of India

The Requisitioning And Acquisition Of Immovable Property Rules, 1953.

GAZETTE OF INDIA 1953, Pt. II SEC. 3 P. 733

S. R. O. 948 dated the 18th May, 1953. In exercise of the powers conferred by Section 22 of the Requisitioning and Acquisition of Immovable Property Act, 1952 (30 of 1952), the Central Government hereby makes the following rules, viz :

A. Short title—These rules may be called the Requisitioning and Acquisition of Immovable Property Rules, 1953.

B. Definitions—In these rules,

(a) "Act" means the Requisitioning and Acquisition of Immovable property Act, 1952.

(aa) "Court" means a principal Civil Court of original jurisdiction in the district in which the property requisitioned or acquired is situated]

(b) "Form" means a form appended to these rules

(c) "Section" "sub-section" mean respectively a Section or sub-section of the Act.

C. Procedure to be followed by competent authority for purposes of Section 3 (1)—A notice under clause (a) of sub-section (1) and order under clause (b) of sub-section (1) of Section 3 of the Act shall be in Form 'A'.

D. Order of requisitioning—The order of requisition under sub-section (2) of Section 3 of the Act and the notice under sub-section (1) of Section 4 of the Act shall be issued in Form 'B'.

E. Breaking open of locks on requisitioned property—Where the possession of a requisitioned property is not handed over in compliance with an order issued under sub-section (1) of Section 4 of the Act and the premises are found locked, the competent authority or any other person authorised by it in writing in this behalf may break open the lock in the presence of two witnesses and take possession of the property :

Provided that—

(i) before any such action is taken the competent authority shall satisfy itself that the order under sub-section (1) of Section 4 has been duly served on the party concerned and that the party is evading compliance with the order ;

(ii) the powers under this rule shall not be exercised at any time after sunset or before sunrise ; and

(iii) where possession is taken in pursuance of the powers conferred by this rule, an inventory of the articles found in the premises shall be made in the presence of two witnesses and such articles shall be stored in safe custody.

3. Repairs to requisitioned premises—A notice under sub-section (2) of Section 5 of the Act shall be in Form 'F'. The time for execution of repairs to be specified in the notice shall be such as the competent authority may deem reasonable having regard to the nature of repairs and other circumstances of the case.

7. Procedure to be followed in releasing the property—(1) For the purpose of sub-section (2) of Section 6 the competent authority may, if it considers it necessary so to do, make or cause to be made by an officer empowered in this behalf by it, an enquiry to obtain information in respect of the following matters, namely :—

- (i) the name and address of the person from whom the property was requisitioned ;
- (ii) the name and address of the person in possession of the property at the time the property was requisitioned ;
- (iii) the name of the person who has been receiving compensation ;
- (iv) whether any alternative accommodation was provided to the occupant when the property was requisitioned or whether any compensation was paid to him for vacating the property, or whether the occupants, if any, relinquished their claims for reoccupation of the property ;
- (v) whether the occupant was a bonafide tenant of the property or was an unauthorised occupant or has no claim in law for the restitution of the property ;
- (vi) whether the owner of the property on whom the requisitioning order was first served, had sold the property and if so to whom ;
- (vii) in case the property has been sold whether the owner has sold all rights in respect of the property ;
- (viii) whether there is any objection to the property being de-requisitioned in favour of the owner from whom the property was requisitioned ;
- (ix) the state of repairs of property at the time of enquiry ;
- (x) whether any structure or articles belonging to Government have been erected or installed in the property and their value ;
- (xi) the condition of the property at the time of requisition and whether the property is in as good a condition as it was when possession thereof was taken subject to change caused by reasonable wear and tear or irresistible force ;

- (xii) the estimated cost of restoration; and
- (xiii) any other matter that the competent authority may consider necessary for the purpose of specifying the person to whom possession of the property may be given.

(2) Before issuing an order of release under sub-section (1) of Section 6 of the Act, the authority to whom the powers of the Central Government have been delegated for this purpose, shall obtain the approval of the Central Government in the administrative ministry concerned.

(3) An order under sub-section (2) of Section 6 shall be issued in Form 'G'.

(4) A notice under sub-section (4) of Section 6 shall be in Form 'H'.

B. Acquisition of requisitioned property—A notice under sub-section (1) of Section 7 of the Act calling upon the owner or any other person interested in a requisitioned property to show cause why the property should not be acquired shall be in Form I. A notice of actual acquisition shall be in Form J.

C. Compensation—(1) An authority to whom the powers of the Central Government have been delegated shall, as far as may be, associate with itself the local officer of the Central Government concerned with the property in fixing compensation under clause (a) of sub-section (1) of Section 8, and obtain the approval of the Central Government in the administrative ministry concerned [for of any officer authorised by the Government in this behalf.]

(2) Compensation for requisitioned property, other than agricultural land, shall be paid by the competent authority quarterly in arrears. In the case of agricultural land, the compensation shall be paid either annually or on release of the land whichever is earlier. The compensation shall be paid either in cash or by cheque at the discretion of the competent authority.

[(3) The competent authority shall, as soon as may be practicable after the making of a requisitioning order or the service of a notice of acquisition, communicate to each person interested an offer of what, in the opinion of the competent authority, is a fair amount of compensation payable to such person in respect of the property requisitioned or acquired.

(4) If the owner of the property is not readily traceable or if there be no person competent to *alienate* the property or if the ownership of the property is in dispute or if there be any dispute as to the title to receive the compensation or as to the apportionment of the amount offered as compensation, the competent authority shall deposit in court the amount of the compensation as determined by him under clause (a) of sub-section (1) of Sec. 8.

1. Ins. by SRO 3272 dated 19-10-1954.

2. Ins. by SRO 3252 dated 30-9-1957.

The competent authority shall at the same time submit to the Central Govt. a report setting forth the full facts of the case with all connected papers and apply for the appointment of an arbitrator. Where the compensation is recurring, the competent authority shall, in case covered by this sub-rule, deposit the amount in court from time to time in arrear as it falls due.

(5) (i) Every person interested to whom an offer is made under sub-rule (3) shall, within fifteen days of the receipt of the offer, communicate in writing to the competent authority his acceptance or otherwise of the offer. If he accepts the offer, the competent authority shall enter into an agreement with him on behalf of the Central Government in Form 'K'.

(ii) In the following circumstances the competent authority may, at his discretion, make to ²[all eligible claimants], on account payment upto 80 per cent of the amount which, in his opinion, is likely to be assessed as compensation or recurring compensation as the case may be :—

- (a) when there is likely to be delay in assessing compensation ;
- (b) where the competent authority has made an assessment but there is delay in reaching an agreement though there is a reasonable prospect of agreement being reached ; or
- (c) where it is clear that an agreement cannot be reached.

(iii) If the competent authority makes an 'on account' payment under clause (ii), he shall enter into an agreement with the person to whom payment is made on behalf of the Central Government in Form 'L' with such modification as the nature of the case may require.

(6) If any person to whom an offer is made under sub-rule (3) does not accept the offer or does not within fifteen days of the receipt of the offer communicate in writing to the competent authority his acceptance or otherwise of the offer, the competent authority shall, as soon as may be, submit to the Central Govt. a report setting forth the full facts of the case particularly as regards the nature and extent of disagreement between himself on the one hand and the said person on the other hand and he shall also forward with the report all connected papers. The competent authority shall at the same time deposit in court the amount offered by him to the said person under sub-rule (3).

²L.O. Arbitration--(1) An arbitrator appointed under clause (b) of sub-section (1) of Section 8 shall ordinarily complete the arbitration proceedings and give his award within four months. If for any reason he is unable to give his award within that period ²[the Central Government or the

1. Subs. by S.R.O. 502 dated 23-4-1960.

2. Subs. by S.R.O. 3224 dated 4-10-1954.

3. Subs. by S.R.O. 708 dated 23-1-1955.

authority to which the power of the Central Government under clause (b) of sub-section (1) of Section 8 has been delegated, may, if it thinks fit, whether the time for making the award, has expired or not and whether the award has been made or not, enlarge, from time to time, the time for making the award].

(2) An arbitrator shall take down the evidence of each witness not ordinarily in the form of question and answers, but in that of narrative and shall sign it.

(3) Where before an arbitrator is able to finish the arbitration proceedings and make his award, a new arbitrator is appointed, the new arbitrator may deal with the evidence taken down by his predecessor as if such evidence had been taken down by him and may proceed with the arbitration proceedings from the stage at which his predecessor left it.

(4) The costs of arbitration and award shall be in the discretion of the arbitrator who may direct to, and by whom, and in what manner, they or any part thereof shall be paid, and in case an appeal is preferred to the High Court, such costs and the costs of the appeal shall be in the discretion of the High Court, who may direct to, and by whom and in what manner, they or any part thereof shall be paid.]

[(5) When arbitrator has made his award he shall sign it and shall give notice in writing to the parties to the reference of the making and signing thereof. He shall also send to the competent authority as well as to the person or persons to be compensated a copy of the award with a note appended thereto setting forth the grounds on which the award is based and shall also forward the award in original together with the records of the proceedings ;—

- (a) to the proper court if an appeal is preferred against the award within the period of limitation prescribed for preferring such appeal ;
- (b) to the competent authority if no such appeal is preferred within the said period]

(6) On receipt of a copy of the award, the competent authority shall pay the amount awarded by the arbitrator to the persons entitled thereto]

§ [* * *]

[10-A. Moneys deposited in Court—If any money is deposited in court under Rule 9(4) or Rule 9(5), the court shall deal with it in the manner laid down in Sections 32 and 33 of the Land Acquisition Act, 1894]

R.L. Appeals—(1) Appeals under Section 10 shall be addressed to the

1. Ins. by S.R.O. 3252 dated 30-9-1957.

2. Subs. by G.S.R. 1212 dated 10-12-1958.

3. Omitted by G.S.R. 654 dated 25-7-1958.

Secretary to the Government of India in the administrative ministry concerned with the requisitioned property. [Where the appeal relates to a property requisitioned in the Union territory, the appeal shall be addressed of the Administrator or if there is no administrator, to the chief Secretary to the territory concerned or if there is no Chief Secretary, to the Central Government. If, however, a party addresses an appeal in respect of any such property to the Central Government, the Central Government may, if it thinks fit, hear the appeal itself and dispose it of or may direct the party to file it before the Administrator or the Chief Secretary or may send the appeal to the Administrator or the Chief Secretary, as the case may be, for disposal.]

(2) Every appeal shall contain the grounds of appeal and shall be accompanied by a copy of the order against which the appeal is preferred.

12. **Summoning of persons and witnesses and production of documents—**
An order under Section 12 of the Act summoning and enforcing the attendance of any person and examining him on oath or requiring the discovery and production of any document shall be issued in Form 'B'. An order requisitioning public records from any court or office shall be issued in Form 'C' while an order issuing commissions for examination of witnesses shall be in Form 'D'.

13. **Inspection of premises—**The competent authority or any officer empowered in this behalf by such authority by general or special order, shall not, in exercise of the powers conferred by Section 14, enter upon any property after sunset or before sunrise.

FORM 'A'

(See Rule 3)

Notice and Order

Whereas I,.....being the competent
(Name and Designation)

authority under the Requisitioning and Acquisition of Immovable Property Act, 1952 (30 of 1952), am of opinion that the property described in the Schedule hereto annexed is needed/or likely to be needed for a public purpose, to wit*.....being a purpose of the Union and that the said property should be requisitioned.

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the said Act, I, as the competent authority, hereby, call upon....., being the *(owner of the property).....
(person in possession)

1. Subs. by GSR 753 dated 15-4-1968.

to show cause within fifteen days of the date of service of this instrument upon him why the said property should not be requisitioned and I further direct that neither the owner of the said property nor any other person shall without my permission dispose of or structurally alter the said property or let it out to a tenant until the expiry of two months from the date of service of this instrument upon him.

Schedule

Competent Authority

Signature

Designation

To

*here mention the purposes for which the property shall be requisitioned,

*Strike off the irrelevant words.

FORM 'B'

(See Rule 12)

Summons to Witness

Case No.....of 19.

In the office of the.....

Proposed requisition/acquisition/fixation of compensation in respect of...

To

.....
.....

Whereas your attendance is required to give evidence/produce the documents described in the list enclosed in the above case, you are hereby required (personally) to appear before the undersigned on the.....day of....., 19, at.....O'clock in the forenoon/afternoon and to bring with you (or to send to this office) the said documents.

In case you fail to comply with this order without lawful excuse you will be subject to the consequence of non-attendance laid down in Rule 12 of Order XVI of the C.P.C.

Given under my hand and seal of this office this.....day of.....19.

Competent Authority/Arbitrator

.....
* SEAL *
.....

FORM 'C'

(See Rule 12)

Requisition for Public Record

To

.....
.....

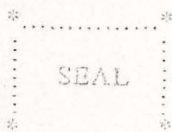
Please arrange to send per bearer/through your clerk on....., the public record (s) mentioned below for my examination in connection with the purpose of requisitioning/acquisition/fixation of compensation in respect of.....

Given under my hand and the seal of this office this..... day of..... 19.....

Details of record :—

- 1.....
- 2.....

Competent Authority/Arbitrator-



FORM 'D'

(See Rule 12)

FORM OF COMMISSION

IN THE MATTER OF.....

It is ordered as followed :—

1. A Commission may issue direction to..... of..... for the examination upon interrogatories or viva voce before the aforesaid commissioner of the following witnesses.
2. In the event of any witness on his examination, cross-examination, or re-examination producing any book, document, letter, paper or writing and refusing for good cause to be stated in his deposition, to part with the original thereof, then a copy thereof or extract therefrom certified by the Commissioner to be a true and correct copy or extract shall be annexed to the witness's deposition.
3. Each witness to be examined under the commission shall be examined on oath, affirmation, or otherwise in accordance with his religion by or before the said Commissioner.
4. The depositions to be taken under and by virtue of the said commission shall be subscribed by the witness or witnesses and by the Commissioner.
5. The interrogatories, cross-interrogatories and deposition, together with any documents referred to therein or certified copies thereof or extrates

therefrom shall be sent to the competent authority/arbitrator on or before the.....day of.....or such further or other day as may be ordered by registered post.

Dated this.....day of.....19.

Competent Authority/Arbitrator

FORM 'E'

(See Rule 4)

ORDER AND NOTICE

Whereas by a notice issued or deemed to be issued under sub section (1) of Section 3 of the Requisitioning and Acquisition of Immovable Property Act, 1952 (30 of 1952)(enter the name of person) was called upon to show cause within the period specified therein why the property specified in the Schedule hereto annexed should not be requisitioned;

And whereas the said period has expired and no cause has been shown against the said notice or the cause shown against the said notice has been considered ;

Now, therefore, in exercise of the powers conferred by sub-section (2) of Section 3 and by Section 4 of the said Act I (Name) (Designation) being a competent authority under the said Act having been satisfied that it is necessary or expedient so to do, do hereby requisition the said property and I hereby order the said (enter the name) to surrender or deliver possession thereof to (enter designation of officer) within thirty days of the service, of this notice.

If the said (enter the name) refuses or fails to comply with the above order, it shall be lawful for me to take possession of the property and for the purpose to use such force as may be necessary.

SCHEDULE

Signature
Designation.

To

.....
.....

FORM 'F'

(See Rule 6)

ORDER

Whereas the premises known as.....have been requisitioned under Section 3 of the Requisitioning and Acquisition of Immovable Property Act, 1952 (30 of 1952) or are deemed to have been requisitioned under that Section by virtue of the provision of Section 24 of the said Act ;

And whereas the said premises are in need for repairs specified in the Schedule hereto appended ;

Now, therefore, in exercise of the powers conferred by sub-section (2) of Section 5 of the said Act, I, (enter name and designation), being the competent authority under the said Act, do hereby order....., the landlord of the said premises to execute the repairs, specified in the Schedule, being repairs which are necessary and are usually made by landlords in the locality in which the premises are situated within a period of.....from the date of service of this notice.

If the said landlord fails to execute the repairs specified in this order within the aforesaid period, I shall cause the same to be executed at his expense and the cost thereof shall, without prejudice to any other mode of recovery be deducted from the compensation payable to him.

SCHEDULE

Signature
Designation

To
.....
.....

FORM 'G'

See Rule 7(5)

ORDER

Whereas the property specified in the Schedule hereto annexed was requisitioned by the order of the....., No.dated..... with effect from the.....until further orders of the Central Government;

And whereas the Central Government have now decided that the said property shall be released from requisition with effect from

Now, therefore, in exercise of the powers conferred by sub section (2) of Section 6 of the Requisitioning and Acquisition of Immovable Property Act, 1952 (No. 30 of 1952), I, (enter the name and designation), being the competent authority hereby specify (Mr./Messrs.) as the person/persons to whom possession of the said property shall be given

SCHEDULE

Signature
Designation

To
.....
.....

FORM 'H'

(See Rule 7(4))

NOTICE

Whereas the property specified in the Schedule hereto annexed was requisitioned by the order of the.....No.dated.....

with effect from.....until further orders of the Central Government;

And whereas the Central Government have decided that the said property shall be released from requisition ;

And whereas, in exercise of the powers conferred by sub-section (2) of Section 6 of the Requisitioning and Acquisition of Immovable Property Act, 1952 (No. 30 of 1952) I, being a competent authority under the said Act have specified Shri as the person to whom possession of the said property shall be given ;

And whereas the said Shri.....cannot be found and has no agent or other person empowered to accept delivery on his behalf ;

No, therefore, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act I, (name and designation), do hereby declare that the said property is released from requisition.

SCHEDULE

Signature
Designation

To

.....
.....

FORM 'I'

(See Rule 3)

NOTICE

Whereas the Central Government is of opinion that the property described in the Schedule hereto annexed which is subject to requisition should be acquired for a public purpose, namely--

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 7 of the said Act, the Central Government do hereby call upon Shri.....being the owner of the said property to show cause within fifteen days of the date of the service of this notice upon him why the said property should not be acquired.

SCHEDULE

Signature
Designation

SEAL

To

.....
.....

FORM 'J'
(See Rule 8)

NOTICE

Whereas a notice under the proviso to sub-section (1) of Section 7 of the Requisitioning and Acquisition of Immovable Property Act, 1952 (No. 30 of 1952), was issued by the Central Government to Shri....., being the owner of the said property calling upon him to show cause within the period specified therein why the said property should not be acquired;

And whereas the said period has expired and no cause has been shown against the said notice/the cause shown against the said notice has been considered;

Now, therefore, in exercise of the powers of sub-section (1) of Section 7 of the said Act, the Central Government having been satisfied that it is necessary so to do, do hereby acquire the said property.

SCHEDULE

Signature
Designation

FORM 'K'
(See Rule 9 (5) (i))

Form of Agreement to be made on behalf of the Central Government with owners of immovable property requisitioned when payment is made in full.

Memorandum of Agreement made thisday of one thousand nine hundred and.....between.....son of.....by occupation.....at present residing at.....hereinafter referred to as the owner/owners (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs/their respective executors, administrators and assigns) of the one part and the President of India hereinafter referred to as the Government (which expression shall mean and include his successors-in-office and assigns) of the other part.

Whereas the immovable property particulars whereof are set out in the Schedule hereunder written (hereinafter called the said property); has been requisitioned under the Requisitioning and Acquisition of Immovable Property Act, 1952, and the rules framed thereunder and on theday of.....19.....taken possession of by or on behalf of or under the authority of the Government; And whereas the owner has/owners have represented and stated to the Government that the owner/owners alone is/are entitled to an compensation payable in respect of the said property and no other person has any right to such compensation or any part thereof;

And whereas the said property consists, inter alia, of land and structures and the Government has dismantled the said structures;

And whereas the owner/owners and the Government have mutually agreed to settle the amount of compensation payable by the Government to the owner/owners in connection with the said requisition in the manner hereinafter appearing ;

Now it is hereby agreed by and between the parties as follows :—

(1) The Government shall pay and the owner/owners shall accept and receive a sum of Rs.....in full settlement of the compensation for the structures, (omit if the owner has no structures).

(2) The Government shall pay and the owner/owners shall accept and receive a payment of Rs.....per month/quarter/year in arrear for the said property with effect from the said day of.....19..... so long as the Government shall remain in possession thereof and the requisition continues.

(3) The owner/owners shall not claim or be entitled to any other compensation whatsoever in connection with the said requisition :

(Provided that the owner/owners may claim variation of compensation if the rent of the premises considered as on lease to the Government is variable by reason of any statutory provision).

(4) The owner/owners shall meet and pay the revenue, rent, municipal taxes and all other outgoings relating to the said property whether payable by the owner/owners or the occupier thereof.

(5) If it hereafter transpires that the owner/owners is/are not entitled or exclusively entitled to the compensation payable in respect of the said property or if the Government have to pay any compensation to any other person, the owner/owners shall refund to the Government the compensation paid or such part thereof as the owner/owners is/are not entitled to and shall otherwise indemnify the Government against any loss or damage suffered by the Government by reason of any fault or defect in title as represented by the owner/owners, without prejudice to any other remedies for the enforcement of such refund and indemnity, the Government may recover any sum payable by way of refund and/or indemnity as arrears of land revenue.

(6) Should any dispute or difference arise out of or concerning the subject matter of these presents or any covenant clause or thing herein contained or otherwise arising out of the requisition aforesaid the same shall be referred to an arbitrator to be appointed by the Government and the decision of such arbitrator shall be conclusive and binding on the parties hereto. The provisions of the Arbitration Act, 1940, shall apply to such arbitration.

Schedule Above Referred To
(particulars and description of property requisitioned)

In witness whereof these present have been executed the day and year first above written.

Signed and delivered by the above named owner/owners in presence of.....

Signed and delivered for and on behalf of the President in the presence of.....

1.

2.

[FORM 'L']

(See Rule 9 (5) (ii))

Form of Agreement to be made on behalf of the Central Government with owners of immovable property requisitioned when the persons to be compensated are known but for want of agreement as to the amount of compensation certain sums are paid on

Account

Memorandum of agreement made thisday of.....one thousand and nine hundred and.....between.....son of..... by occupation..... at present residing at.....hereinafter referred to as the owner/owners (which expression shall unless excluded by or repugnant to the context be deemed to include his/their respective heirs, executors, administrators and assigns) of the one part and the President of India (hereinafter referred to as the Govt. which expression shall mean and include his successors-in-office and assigns) of the other part.

Whereas the immovable property particulars whereof are set out in the Schedule hereunder written (hereinafter called the said property) has been requisitioned under the Requisitioning and Acquisition of Immovable Property Act, 1952 and the rules framed thereunder and on the.....day..... of.....19.....taken possession of by or on behalf of or under the authority of the Central Government ;

And whereas the said owner/owners has/have represented and stated to the Government that the owner/owners alone is/are entitled to all compensation payable in respect of the said property and no other person has any right to such compensation, or any part thereof ;

And whereas no agreement having been arrived at between the parties as to the amount of compensation payable to the owner/owners and the Government has at the request of the owner/owners agreed to make payment to the owner/owners on account pending an agreement between the parties as to the amount of compensation payable or the final determination of such amount under the law. Now this agreement witnesseth as follows :—

(1) The Government shall pay and the owner/owners shall accept and receive payment of Rs.....per month/quarter/year for the said

1. Ins. by Act 2 of 1975.

property with effect from the said day of.....19..... pending agreement as to or determination of the amount payable as compensation to the owner/owners.

(2) Upon such agreement or determination of the amount payable as compensation as aforesaid an account shall be prepared crediting the Government with the payments made by the Government as aforesaid and debiting the Government with the amount payable as compensation. If on such account being prepared there is a balance in favour of the Government the amount of such balance shall be forthwith refunded by the owner/owners to the Government. If there is a balance payable to the owner/owners the Govt. shall pay the amount thereof to the owner/owners.

(3) If it hereafter transpires that the owner/owners is/are not entitled or exclusively entitled to the compensation payable in respect of the said property or if the Government have to pay any compensation to any other person the owner/owners shall refund to the Government the payments made hereunder and shall otherwise indemnify the Government against any loss or damage suffered by the Govt. by reason of any fault or defect in his/their title as represented by him/them and without prejudice to any other remedies for the enforcement of any refund and/or indemnity, the Government may recover any sum payable by way of refund and/or indemnity as arrears of land revenue.

(4) Should any dispute or difference arise out of or concerning the subject-matter or these presents or any covenant clause or thing herein contained or otherwise arising out of the requisition aforesaid the same shall be referred to an arbitrator to be appointed by the Central Government and the decision of such arbitrator shall be conclusive and binding on the parties hereto. The provisions of the Arbitration Act, 1940, shall apply to such arbitration.

Article Above Referred To

In witness whereof these presents have been executed the day year first above written.

Signed and delivered by the above named owner/owners in the presence of.....

Signed and delivered for and on behalf of the President in the presence of.....