

**IN THE HIGH COURT OF MADHYA PRADESH  
AT JABALPUR**

**BEFORE**

**HON'BLE SHRI JUSTICE GURPAL SINGH AHLUWALIA**

**ON THE 19<sup>th</sup> OF JANUARY, 2024**

**WRIT PETITION No. 19418 of 2017**

**BETWEEN:-**

1. **MANOJ KUMAR PRAJAPATI S/O SHRI DAYARAM PRAJAPATI, AGED ABOUT 40 YEARS, OCCUPATION: LABOUR GRAM LOTNA BAGAN TEH. ORCHHA DISTT. TIKAMGARH (MADHYA PRADESH)**
2. **SURESH CHAND VANSHKAR S/O LATE PANNALAL, AGED ABOUT 58 YEARS, OCCUPATION: LABOUR GRAM LOTNA BAGAN TEH. ORCHHA DISTT. TIKAMGARH (MADHYA PRADESH)**
3. **SHIVDAYAL SOUR S/O GOPAL SOUR, AGED ABOUT 24 YEARS, GRAM LOTNA BAGAN TEH. ORCHHA DISTT. TIKAMGARH (MADHYA PRADESH)**
4. **RATIRAM YADAV S/O LATE RAMNATH YADAV, AGED ABOUT 52 YEARS, OCCUPATION: LABOUR GRAM LOTNA BAGAN TEH. ORCHHA DISTT. TIKAMGARH (MADHYA PRADESH)**
5. **JITENDRA YADAV S/O RATIRAM YADAV, AGED ABOUT 24 YEARS, OCCUPATION: LABOUR GRAM LOTNA BAGAN TEH. ORCHHA DISTT. TIKAMGARH (MADHYA PRADESH)**
6. **JUGAL VANSHKAR S/O LATE LAMPOO, AGED ABOUT 69 YEARS, OCCUPATION: LABOUR GRAM LOTNA BAGAN TEH. ORCHHA DISTT. TIKAMGARH (MADHYA PRADESH)**

7. **NARAYAN SINGH YADAV S/O LATE RAMNATH YADAV, AGED ABOUT 56 YEARS, OCCUPATION: LABOUR GRAM LOTNA BAGAN TEH. ORCHHA DISTT. TIKAMGARH (MADHYA PRADESH)**
8. **NATHURAM YADAV S/O LATE RAMNATH YADAV, AGED ABOUT 57 YEARS, OCCUPATION: LABOUR GRAM LOTNA BAGAN TEH. ORCHHA DISTT. TIKAMGARH (MADHYA PRADESH)**
9. **AKHILESH YADAV S/O NATHURAM, AGED ABOUT 29 YEARS, OCCUPATION: LABOUR GRAM LOTNA BAGAN TEH. ORCHHA DISTT. TIKAMGARH (MADHYA PRADESH)**
10. **KASHIRAM YADAV S/O NATHURAM, AGED ABOUT 24 YEARS, OCCUPATION: LABOUR GRAM LOTNA BAGAN TEH. ORCHHA DISTT. TIKAMGARH (MADHYA PRADESH)**
11. **SHEELA VANSHKAR W/O LATE KAPURE, AGED ABOUT 66 YEARS, OCCUPATION: LABOUR GRAM LOTNA BAGAN TEH. ORCHHA DISTT. TIKAMGARH (MADHYA PRADESH)**
12. **BALWAN VANSHKAR S/O LATE KAPURE, AGED ABOUT 37 YEARS, OCCUPATION: LABOUR GRAM LOTNA BAGAN TEH. ORCHHA DISTT. TIKAMGARH (MADHYA PRADESH)**
13. **KUSHMA DEVI VANSHKAR W/O LATE PRATAP, AGED ABOUT 33 YEARS, OCCUPATION: LABOUR GRAM LOTNA BAGAN TEH. ORCHHA DISTT. TIKAMGARH (MADHYA PRADESH)**
14. **PRAKASH VANSHKAR S/O LATE LAMPOO, AGED ABOUT 64 YEARS,**

**OCCUPATION: LABOUR GRAM LOTNA  
BAGAN TEH. ORCHHA DISTT.  
TIKAMGARH (MADHYA PRADESH)**

15. **NATHURAM YADAV S/O LATE BADDE  
YADAV, AGED ABOUT 61 YEARS,  
OCCUPATION: LABOUR GRAM LOTNA  
BAGAN TEH. ORCHHA DISTT.  
TIKAMGARH (MADHYA PRADESH)**
16. **GOVIND SINGH YADAV S/O NATHURAM,  
AGED ABOUT 35 YEARS, OCCUPATION:  
LABOUR GRAM LOTNA BAGAN TEH.  
ORCHHA DISTT. TIKAMGARH (MADHYA  
PRADESH)**
17. **DEVI SINGH YADAV S/O NATHURAM,  
AGED ABOUT 40 YEARS, OCCUPATION:  
LABOUR GRAM LOTNA BAGAN TEH.  
ORCHHA DISTT. TIKAMGARH (MADHYA  
PRADESH)**
18. **LAXMINARAYAN YADAV S/O  
NATHURAM, AGED ABOUT 32 YEARS,  
OCCUPATION: LABOUR GRAM LOTNA  
BAGAN TEH. ORCHHA DISTT.  
TIKAMGARH (MADHYA PRADESH)**
19. **SIMIYA DEVI SOUR W/O LAMPOO, AGED  
ABOUT 47 YEARS, OCCUPATION:  
LABOUR GRAM LOTNA BAGAN TEH.  
ORCHHA DISTT. TIKAMGARH (MADHYA  
PRADESH)**
20. **MOOLCHAND SOUR S/O LAMPOO, AGED  
ABOUT 47 YEARS, OCCUPATION:  
LABOUR GRAM LOTNA BAGAN TEH.  
ORCHHA DISTT. TIKAMGARH (MADHYA  
PRADESH)**
21. **RAMSINGH SOUR S/O MOOLCHAND  
SOUR, AGED ABOUT 30 YEARS,  
OCCUPATION: LABOUR GRAM LOTNA  
BAGAN TEH. ORCHHA DISTT.**

**TIKAMGARH (MADHYA PRADESH)**

22. **THAN SINGH GOUR S/O MOOLCHAND SOUR, AGED ABOUT 25 YEARS, OCCUPATION: LABOUR GRAM LOTNA BAGAN TEH. ORCHHA DISTT. TIKAMGARH (MADHYA PRADESH)**
23. **RAJO SOUR W/O RAMDAS SOUR, AGED ABOUT 56 YEARS, OCCUPATION: LABOUR GRAM LOTNA BAGAN TEH. ORCHHA DISTT. TIKAMGARH (MADHYA PRADESH)**
24. **KAMALCHAND SOUR S/O LATE RAMDAS SOUR, AGED ABOUT 39 YEARS, OCCUPATION: LABOUR GRAM LOTNA BAGAN TEH. ORCHHA DISTT. TIKAMGARH (MADHYA PRADESH)**
25. **KOMAL CHAND SOUR S/O LATE RAMDAS SOUR, AGED ABOUT 34 YEARS, OCCUPATION: LABOUR GRAM LOTNA BAGAN TEH. ORCHHA DISTT. TIKAMGARH (MADHYA PRADESH)**
26. **RAJKUMAR SOUR S/O LATE RAMDAS SOUR, AGED ABOUT 25 YEARS, OCCUPATION: LABOUR GRAM LOTNA BAGAN TEH. ORCHHA DISTT. TIKAMGARH (MADHYA PRADESH)**
27. **SMT JAYABO DEVI SOUR W/O NARAYANDAS SOUR, AGED ABOUT 62 YEARS, OCCUPATION: LABOUR GRAM LOTNA BAGAN TEH. ORCHHA DISTT. TIKAMGARH (MADHYA PRADESH)**
28. **SMT KAMLESH SAUR W/O LATE ASHOK SAUR, AGED ABOUT 39 YEARS, OCCUPATION: LABOUR GRAM LOTNA BAGAN TEH. ORCHHA DISTT. TIKAMGARH (MADHYA PRADESH)**

29. **YASHPAL SOUR S/O LATE ASHOK SAUR, AGED ABOUT 23 YEARS, OCCUPATION: LABOUR GRAM LOTNA BAGAN TEH. ORCHHA DISTT. TIKAMGARH (MADHYA PRADESH)**
30. **DAYAL SOUR S/O LATE HARSINGH SAUR, AGED ABOUT 59 YEARS, OCCUPATION: LABOUR GRAM LOTNA BAGAN TEH. ORCHHA DISTT. TIKAMGARH (MADHYA PRADESH)**
31. **RAMKISHAN SOUR S/O LATE HARSINGH SAUR, AGED ABOUT 31 YEARS, OCCUPATION: LABOUR GRAM LOTNA BAGAN TEH. ORCHHA DISTT. TIKAMGARH (MADHYA PRADESH)**
32. **BIRAN SOUR S/O LATE HARSINGH SAUR, AGED ABOUT 43 YEARS, OCCUPATION: LABOUR GRAM LOTNA BAGAN TEH. ORCHHA DISTT. TIKAMGARH (MADHYA PRADESH)**
33. **PUJAR SOUR D/O BIRAN SOUR, AGED ABOUT 22 YEARS, OCCUPATION: LABOUR GRAM LOTNA BAGAN TEH. ORCHHA DISTT. TIKAMGARH (MADHYA PRADESH)**
34. **NANNI SOUR W/O LATE HARSINGHA SOUR, AGED ABOUT 69 YEARS, OCCUPATION: LABOUR GRAM LOTNA BAGAN TEH. ORCHHA DISTT. TIKAMGARH (MADHYA PRADESH)**
35. **HARIRAM SOUR S/O LATE MANSUKH SOUR, AGED ABOUT 45 YEARS, OCCUPATION: LABOUR GRAM LOTNA BAGAN TEH. ORCHHA DISTT. TIKAMGARH (MADHYA PRADESH)**
36. **MANGAL SOUR S/O HARIRAM SOUR, AGED ABOUT 23 YEARS, OCCUPATION:**

**LABOUR GRAM LOTNA BAGAN TEH.  
ORCHHA DISTT. TIKAMGARH (MADHYA  
PRADESH)**

- 37. TULSI SAUR S/O JAMANA, AGED ABOUT  
49 YEARS, OCCUPATION: LABOUR GRAM  
LOTNA BAGAN TEH. ORCHHA DISTT.  
TIKAMGARH (MADHYA PRADESH)**
  
- 38. VIJAY SOUR S/O TULSI SOUR, AGED  
ABOUT 25 YEARS, OCCUPATION:  
LABOUR GRAM LOTNA BAGAN TEH.  
ORCHHA DISTT. TIKAMGARH (MADHYA  
PRADESH)**
  
- 39. MANKUN SAUR W/O HARIPRASAD, AGED  
ABOUT 67 YEARS, OCCUPATION:  
LABOUR GRAM LOTNA BAGAN TEH.  
ORCHHA DISTT. TIKAMGARH (MADHYA  
PRADESH)**
  
- 40. AKHILESH ADIVASI W/O HARIPRASAD,  
AGED ABOUT 67 YEARS, OCCUPATION:  
LABOUR GRAM LOTNA BAGAN TEH.  
ORCHHA DISTT. TIKAMGARH (MADHYA  
PRADESH)**
  
- 41. DESHRAJ VANSKAR S/O CHHOTELLAL  
VANSKAR, AGED ABOUT 38 YEARS,  
OCCUPATION: LABOUR GRAM LOTNA  
BAGAN TEH. ORCHHA DISTT.  
TIKAMGARH (MADHYA PRADESH)**
  
- 42. CHHOTELAL VANSKAR S/O LAMPU,  
AGED ABOUT 58 YEARS, OCCUPATION:  
LABOUR GRAM LOTNA BAGAN TEH.  
ORCHHA DISTT. TIKAMGARH (MADHYA  
PRADESH)**
  
- 43. HARIMOHAN VANSKAR S/O  
CHHOTELAL VANSKAR, AGED ABOUT  
34 YEARS, OCCUPATION: LABOUR GRAM  
LOTNA BAGAN TEH. ORCHHA DISTT.**

**TIKAMGARH (MADHYA PRADESH)**

44. **SHIVKALI SOUR W/O LATE RAM PRASAD SOUR, AGED ABOUT 37 YEARS, OCCUPATION: LABOUR GRAM LOTNA BAGAN TEH. ORCHHA DISTT. TIKAMGARH (MADHYA PRADESH)**
45. **RAMU YADAV S/O SHOBHARAM, AGED ABOUT 31 YEARS, OCCUPATION: LABOUR GRAM LOTNA BAGAN TEH. ORCHHA DISTT. TIKAMGARH (MADHYA PRADESH)**
46. **SHANKARLAL YADAV S/O BHAIYALAL YADAV, AGED ABOUT 80 YEARS, OCCUPATION: LABOUR GRAM LOTNA BAGAN TEH. ORCHHA DISTT. TIKAMGARH (MADHYA PRADESH)**
47. **AWADH BIHARI VANSKAR S/O RAJDULARE, AGED ABOUT 30 YEARS, OCCUPATION: LABOUR GRAM LOTNA BAGAN TEH. ORCHHA DISTT. TIKAMGARH (MADHYA PRADESH)**
48. **RAJDULATE VANSKAR S/O DILLE VANSKAR, AGED ABOUT 40 YEARS, OCCUPATION: LABOUR GRAM LOTNA BAGAN TEH. ORCHHA DISTT. TIKAMGARH (MADHYA PRADESH)**

**....PETITIONERS****(BY SHRI ABHISHEK ARJARIA - ADVOCATE )****AND**

1. **THE STATE OF MADHYA PRADESH THR. PRINCIPAL SECRETARY FOREST DEPARTMENT VALLABH BHAWAN BHOPAL (MADHYA PRADESH)**
2. **STATE OF MP PRINCIPAL SECRETARY URBAN ADMINISTRATION AND**

**DEVELOPMENT DEPARTMENT VALLABH  
BHAWAN BHOPAL (MADHYA PRADESH)**

3. **PRINCIPAL CHIEF CONSERVATOR OF  
FOREST FOREST WILD LIFE VALLABH  
BHAWAN BHOPAL (MADHYA PRADESH)**
4. **DISTRICT FOREST OFFICER TIKAMGARH  
TIKAMGARH (MADHYA PRADESH)**
5. **COLLECTOR TIKAMGARH TIKAMGARH  
(MADHYA PRADESH)**
6. **SUB DIVISIONAL OFFICER/ CHAIRMAN  
RE SETTLEMENT COMMITTEE CENTURY  
ORCHHA (MADHYA PRADESH)**
7. **CHIEF MUNICIPAL OFFICER MUNICIPAL  
COUNCIL ORCHHA TIKAMGARH  
(MADHYA PRADESH)**

**.....RESPONDENTS**

**(BY SHRI NAVEEN DUBEY – GOVERNMENT ADVOCATE)**

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*This petition coming on for admission this day, the court passed  
the following:*

**ORDER**

This petition under Article 226 of Constitution of India has  
been filed seeking the following reliefs :-

“(i) To call for the relevant record of the case;

(ii) To direct the respondent authorities to comply with  
the provisions of the “Right to fair Compensation and  
Transparency in Land Acquisition, Rehabilitation and  
Resettlement Act, 2013” for acquisition of their



respective lands and to grant compensation in accordance with law.

(iii) To direct the respondent authorities to comply with the provisions of the “Scheduled Tribes and other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006, in addition to the provisions of the Act of 2013 after a due inquiry.

(iv) Any other order/orders, writ or writs may kindly be passed by this Hon’ble Court along with the cost of this petition.”

2. It is the case of petitioners that they are the residents of Gram Lotan and are residing there since long time. They are having ancestral properties, like agricultural lands, residential houses and other movable properties. In the year 2013, the respondent/State authority has decided for resettlement of resident of Lotan and initiated the proceedings for resettlement of all the villagers.

3. It is submitted by counsel for petitioners that neither any proceedings under the provisions of Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 were initiated nor any alternative land was given to the petitioners. In fact the respondents in a clandestine manner opened the bank account of all the petitioners in Canera Bank and forcibly deposited certain amounts.

4. By referring to Section 24 of the Wild Life Protection Act, it is submitted by counsel for petitioners that the respondents had only 2 options i.e. either to acquire such land or rights or could have entered into an agreement with the owner of such land or holder of rights. It is submitted that neither any agreement was entered into between the parties nor their lands were purchased by private negotiations.

5. Per contra, the petition is vehemently opposed by counsel for State. It is submitted that the Wild Life Protection Act, 1972 is a special Act and accordingly a Committee was formed to ascertain the compensation and as per the guidelines issued by the Ministry of Environment and Forest, Government of India, the compensation was ascertained and the said amount has been credited to the accounts of petitioners. It is submitted that the forest department had issued a letter dated 30.10.2008 pointing out that either the displaced persons should be paid the compensation in cash for their rehabilitation or they shall be given two hectares of land with remaining compensation amount and accordingly the guidelines have been issued. It is submitted that the entire proceedings have been conducted in the light of the guidelines issued by the Ministry of Environment and Forest, Govt. of India as well as the Forest Department of the State of M.P. and thus no discrepancy was committed by the respondents in depositing the money in their accounts. It is further submitted that the beneficiaries had also given their consent for the compensation amount for their rehabilitation at some other place.

6. Heard the learned counsel for the parties.

7. Section 24 of the Wild Life Protection Act reads as under :-

“24. Acquisition of rights.—(1) In the case of a claim to a right in or over any land referred to in section 19, the Collector shall pass an order admitting or rejecting the same in whole or in part.

(2) If such claim is admitted in whole or in part, the Collector may either—

(a) exclude such land from the limits of the proposed sanctuary, or

(b) proceed to acquire such land or rights, except where by an agreement between the owner of such land or holder of rights and the Government, the owner or holder of such rights has agreed to surrender his rights to the Government, in or over such land” and on payment of such compensation, as is provided in the Land Acquisition Act, 1894(1 of 1894).

(c) allow, in consultation with the Chief Wild Life Warden, the continuation of any right of any person in or over any land within the limits of the sanctuary.”

8. From plain reading of section 24(2)(b) of the Act it is clear that the Collector can acquire such land or right on payment of such compensation, as is provided in the Land Acquisition Act, which was subsequently repealed and new Act was substituted by Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 or to acquire the land or rights by an agreement between the owner of such land or holder of rights.

9. Admittedly, no proceedings under the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 were done.

10. Now the only question for consideration is as to whether the consent letter obtained from the petitioners by the respondents can be said to be an agreement between the petitioners and the respondents?

11. It is submitted by counsel for the petitioners that in Para 5.5 of the writ petition it has been specifically mentioned that the petitioners have never given any consent for their resettlement under the Scheduled Tribes and other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006; though some of the villagers have signed the consent letters under the acute pressure of forest officials. Certain individuals were not counted as one unit and

certain persons who were not entitled for the compensation in view of Scheduled Tribes and other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006 and the same was given in an illegal manner.

12. It is further submitted by counsel for petitioners that since consent letters were obtained under duress and undue influence, therefore, they are not binding on them.

13. In reply, it is submitted by counsel for State that it is a disputed question of fact as to whether the petitioners were compelled to sign the consent letters or not, therefore, if so desire, they may file a civil suit for such declaration. It is further submitted that after having utilized an amount of Rs. 10 Lakh, which was deposited in their account, they cannot take a somersault.

14. Heard the learned counsel for parties.

15. Section 16 of Contract Act reads as under:

**“16. Undue influence defined.--** (1) A contract is said to be induced by ‘undue influence’ where the relations subsisting between the parties are such that one of the parties is in a position to dominate the will of the other and uses that position to obtain an unfair advantage over the other.

(2) In particular and without prejudice to the generality of the foregoing principle, a person is deemed to be in a position to dominate the will of another--

- (a) where he holds a real or apparent authority over the other, or where he stands in a fiduciary relation to the other; or
- (b) where he makes a contract with a person whose mental capacity is temporarily or permanently affected by reason of age, illness, or mental or bodily distress.

(3) Where a person who is in a position to dominate the will of another, enters into a contract with him, and the transaction appears, on the face of it or on the evidence adduced, to be unconscionable, the burden of proving that such contract was not induced by undue influence shall lie upon the person in a position to dominate the will of the other.

Nothing in this sub-section shall affect the provisions of section 111 of the Indian Evidence Act, 1872 (1 of 1872).”

16. Section 19A of Contract Act reads as under:

**“19A. Power to set aside contract induced by undue influence.-** When consent to an agreement is caused by undue influence, the agreement is a contract voidable at the option of the party whose consent was so cause.

Any such contract may be set aside either absolutely or, if the party who was entitled to avoid it has received any benefit thereunder, upon such terms and conditions as to the Court may seem just.”

17. From plain reading of Section 16 of Contract Act, it is clear that where one of the parties is in a position to dominate the will of the other and uses that position to obtain an unfair advantage over the other, then such a contract would be a contract induced by undue influence.

18. Now the only question for consideration is that on whom the burden lies to prove that the contract was induced by undue influence?

19. Section 16(3) of Contract Act makes the situation clear. The burden to prove that contract was not induced by undue influence shall lie upon the person, who is in a position to dominate the will of the other.

20. It is not the case of respondents that before ascertaining the amount of compensation, the petitioners or the displaced persons were taken into confidence. Even according to the respondents, it is an unilateral decision on the part of the respondents by which a compensation of Rs.10 Lakh was fixed. Thus, the burden is on the respondents to prove that the contract was not induced by it because respondents are in a position to dominate the will of the other. The said burden has not been discharged by the respondents.

21. The respondents in their return have relied upon the executive instructions dated 30<sup>th</sup> of October, 2008 by which certain guidelines were issued with regard to payment of compensation on displacement. However, counsel for respondents could not point out that under which provision of law such executive instructions were issued specifically when Section 24 of Wild Life Protection Act makes a provision for payment of compensation. Thus, it is clear that since executive instructions dated 30<sup>th</sup> of October, 2008 have not been issued in exercise of any statutory power. Therefore, it cannot be approved because there cannot be any unilateral decision where the compensation is to be ascertained by an agreement. The respondents have also relied upon the meetings of Displacement Committee of Village Lotna held on 28.03.2016. In these minutes also, there is no mention about any discussion regarding the quantum of compensation. The respondents have also relied upon the consent letters given by the beneficiaries from which it appears that they were executed in the presence of SDO (Revenue), Niwari Ex-officio Chairman Displacement Committee, Deputy DFO, Niwari Ex-officio Secretary of Displacement Committee, Game Range Officer Member Displacement Committee, Tahsildar, Orchha Member Displacement Committee, Medical Officer, Primary Health Centre, Orchha and

Superintendent, *Balak Chhatrawas*. These consent letters also bear the photographs of beneficiaries, who are seen holding a plate with names on the same.

22. The petitioners have filed their rejoinder and they have specifically claimed that consent was taken under undue influence and their Bank accounts were forcibly opened and the amount has been deposited.

23. It is not the case of respondents that the compensation of Rs.10 Lakh as mentioned in the circular dated 30<sup>th</sup> of October, 2008 was discussed with the beneficiaries and they had agreed for the same.

24. Thus, it is clear that without there being any statutory provision of law, respondents unilaterally issued executive instructions and on the basis of the same, the consent letters were obtained and amount has been deposited in the accounts of petitioners. Since respondents have miserably failed in discharging their duty as required under Section 16 (3) of Contract Act therefore, this Court is left with no other option but to accept the contention of counsel for petitioners that consent letters were obtained under undue influence.

25. It is, accordingly, held that the consent letters, which have been filed as Annexure R/3, were obtained under undue influence.

26. Now the next question for consideration is that what should be the effect of such declaration?

27. Section 19A of Contract Act has already been reproduced. Thus, it is clear that it is a voidable contract.

28. Since the petitioners have approached this Court by claiming that provisions of Section 24 of Wild Life Protection Act have not been complied with to ascertain the compensation amount and their consent letters were obtained by undue influence and this Court has

also come to a conclusion that the respondents have failed to prove that the consent letters were not obtained by undue influence, therefore, this Court is left with no other option but to quash the consent letters as well as the deposit of amount in the respective accounts of the petitioners.

29. Accordingly, petitioners are directed to refund the amount so deposited by the respondents in their account within a period of three months from today. The respondents are directed to take action as per section 24(2)(b) of Wild Life Protection Act for ascertainment of compensation. The same shall be done within a period of six months from the date of refund of compensation amount by the petitioner(s).

30. It is made clear that in case if the petitioners fail to refund the amount, so deposited in their account, then it shall be presumed that petitioners have now accepted the compensation amount without any objection and no further action shall be required in respect of the said petitioners. If the petitioners or any of the petitioners refund the amount, then proceedings shall be taken by respondents in accordance with provisions of Section 24 of Wild Life Protection Act.

31. With aforesaid observation, petition is finally **disposed of**.

**(G.S.AHLUWALIA)**  
**JUDGE**

TG/SR