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**BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT**

**Reserved on : 24.06.2026**

**Pronounced on: 07.07.2026**

**CORAMF**

**THE HONOURABLE MRS JUSTICE S.SRIMATHY**

**WP. (MD) NO. 7472 of 2026**

**and**

**WMP (MD) No.6141, 6143 of 2026**

**P.K.Selvaraj**

**....Petitioner**

**Vs**

1.The Special District Revenue Officer,  
Land Acquisition, NH 948 A STRR,  
No.39/8, 2<sup>nd</sup> Floor, MIN Nagar,  
Rayakottai Road, Hosur,  
Krishnagiri District-635 109

2.National Highways Authority of India (NHAI)  
represented by its project Director,  
Project Implementation Unit,  
Bengaluru(Expressway),  
Sy.no.84/11, Uttarahalli Main Road,  
Kengeri, Bengaluru – 560 060

3.SREI Equipment Finance Limited,  
A non-banking Financial Company,  
Represented by its Senior Vice President,  
Om Chambers, 3<sup>rd</sup> Floor,  
D.No.1-10-74/A/TF, Ward Block1,  
Dwarakadas Colony, Begumpet, Hyderabad,  
Telangana-500 016.



4. Indian Overseas Bank,  
Represented by its Manager,  
Arignar Anna Nagar Branch,  
80 Feet Road, Arignar Anna Nagar,  
Madurai-625 020

...Respondent(s)

**For Petitioner(s):** Mr.R.Suriya Narayanan, for Mr.Gowtham Thilak

**For Respondent(s):** Mr.I.Pinaygash,  
Counsel for State of TamilNadu – For R-1  
Mr.Su.Srinivasan, Standing Counsel for R-2  
Mr.M.Senthil Kumar – For R-4  
Mr.Srinath Sridevan,  
Senior Counsel for Mr. Anant Merathiya –  
For R-3

**Prayer:** Writ Petition filed under Article 226 of the Constitution of India praying for issuance of a Writ of Certiorarified Mandamus to quash the records of the 1<sup>st</sup> Respondent in letter bearing Roc.No.243/2022(L1) dated 02.01.2026 and the letter bearing Roc.243 of 2022(L1) dated 23.02.2026 and consequently direct the 1<sup>st</sup> respondent to disburse the enhanced compensation to the 4<sup>th</sup> respondent.

### **ORDER**

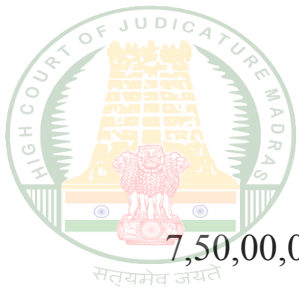
The present Writ Petition has been filed for the issuance of a Writ of Certiorarified Mandamus to quash the impugned communication dated 02.01.2026 of the 1<sup>st</sup> respondent in letter bearing Roc.No.243/2022(L1) and the letter bearing Roc.243 of 2022(L1) dated 23.02.2026 and consequently direct the 1<sup>st</sup> respondent to disburse the enhanced compensation to the 4<sup>th</sup> respondent.



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2.1. The brief facts of the case are that the petitioner is carrying on mining business and export of granite. He has availed credit facilities from 3<sup>rd</sup> and 4<sup>th</sup> respondents by mortgaging several immovable properties and was repaying the loan in installments. But due to ban on mining the business had come to standstill during 2012. In the year 2022, the 1<sup>st</sup> respondent had taken a portion of the petitioner's land through acquisition proceedings, which was under mortgage with the 3<sup>rd</sup> respondent, to an extent of 10,758 square meters along with building comprised in survey nos. 757/1B, 754/2B and 761/3A in Moranapalli village, Hosur Taluk, Krishnagiri District, for expansion of highway. For the said acquisition, compensation for a sum of Rs.11,80,31,080/- (Eleven Crore Eighty Lakhs Thirty One Thousand and Eighty Rupees) was awarded by the 1<sup>st</sup> respondent vide Award in Roc.16/2019/L-1 dated 15.03.2022. But the same was communicated to the petitioner belatedly, only in the year 2024.

2.2. The petitioner intended to repay the loan from the award amount to the 3<sup>rd</sup> and 4<sup>th</sup> respondents. Therefore, the petitioner obtained “One Time Settlement” (OTS) offer from both the creditors to close the respective loans. The 3<sup>rd</sup> respondent has sanctioned OTS as per letter dated 03.07.2024 for Rs.

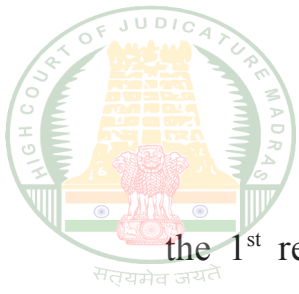


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7,50,00,000/- (Rupees Seven Crore and Fifty Lakhs) and the same ought to be

paid within 21 days i.e., on or before 23.07.2024. Hence the petitioner requested the 1<sup>st</sup> respondent to disburse Rs.7.5 Crore to the 3<sup>rd</sup> respondent. Based on the petitioner's request, the 1<sup>st</sup> respondent vide letter dated 09.07.2024 directed the 2<sup>nd</sup> respondent to verify the sanction of OTS and to furnish the bank account details. In response, the 3<sup>rd</sup> respondent replied vide letter dated 10.07.2024 confirming the OTS sanction and stated that on payment of Rs.7.5 crores all loan with the petitioner and his entities would stand closed.

2.3. In the meanwhile, the 1<sup>st</sup> respondent refused to disburse the compensation citing that land were attached by Enforcement Directorate as per the Prevention of Money Laundering Act vide proceedings in O.C.No.806/2017 dated 17.01.2018. Despite producing the evidence that the attachment was subsequently set aside by the PMLA Tribunal, Delhi vide Order in appeal bearing no. FPA-PMLA-2179/CHN/2018 and FPA-PMLA-2199/CHN/2018 dated 27.03.2019, the 1<sup>st</sup> respondent refused to disburse the compensation as prayed for. As a consequence, the OTS offers that the petitioner had obtained on the hope of disbursal of the compensation, were about to expire. Hence the petitioner filed W.P.(MD) No.16026 of 2024 on 15.07.2024 inter alia praying to direct to



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the 1<sup>st</sup> respondent to disburse the OTS amount to the 3<sup>rd</sup> respondent and the

balance amount to the 4<sup>th</sup> respondent from the total compensation awarded. This

Court vide order dated on 25.07.2024 allowed the writ petition observing that the attachment order for the properties mortgaged with SREI and IOB were set aside by the PMLA Tribunal, and that there was no reason for not disbursing the compensation. Pursuant to the above order, the 3<sup>rd</sup> respondent vide communication dated 29.07.2024 to the 1<sup>st</sup> respondent had furnished its bank account details to which the sum of Rs.7.5 Crore had to be credited and also addressed a letter dated 01.08.2024 to the petitioner asking the him to communicate the bank account details to the competent authority and that failing which contempt action would be initiated.

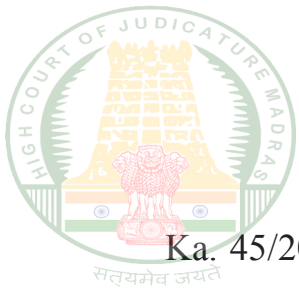
2.4. At this juncture, the petitioner approached the Court to clarify the above Order that the payments were payable towards the OTS offer received from the 3<sup>rd</sup> respondent and this Court vide Order dated 05.08.2022, included the facts regarding receipt of OTS offer from the 3<sup>rd</sup> respondent in paragraph No.3 of the Order. Thereafter, the petitioner wrote multiple communications to the 1<sup>st</sup> respondent to disburse the compensation to the 3<sup>rd</sup> and 4<sup>th</sup> respondents. But the 1<sup>st</sup> respondent refused to comply stating that it needed a “No objection letter” from



the Enforcement Directorate. Therefore, the petitioner was compelled to file a

Contempt Petition (MD) No.1979 of 2024, wherein this Court vide Order dated 26.11.2024 made it clear to the 1<sup>st</sup> respondent that it need not wait for any such “No objection letter” and directed to disburse the compensation. It is only thereafter in January 2025, the 1<sup>st</sup> respondent finally disbursed Rs.7.5 crores to the 3<sup>rd</sup> respondent and the balance to the 4<sup>th</sup> respondent as per the order of this Court. After payment, the 1<sup>st</sup> respondent wrote a letter dated 13.02.2025 to the 3<sup>rd</sup> respondent informing that the entire OTS amount of Rs. 7.5 Crores has been disbursed.

2.5. On account of the delay caused by the 1<sup>st</sup> respondent in disbursing the amount, the 3<sup>rd</sup> respondent even after receipt of Rs.7.5 Crores refused to give effect to the OTS stating that the payment was received after the stipulated 21 days timeline. Therefore, in order to revive the OTS, the petitioner had to pay an interest at the rate of 12% per annum amounting Rs.41,37,375/- to the 3<sup>rd</sup> respondent for the delay. The petitioner had borrowed loans at high interest rates from private money lenders and relatives to pay the same. In the meanwhile, the petitioner had challenged the award of the 1<sup>st</sup> respondent before the District Collector/Arbitrator and the compensation was enhanced vide proceedings in Na.



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Ka. 45/2023/Arb. dated 08.10.2025 and a sum of Rs. 63,71,610/- (Rupees Sixty Three Lakhs Seventy One Thousand Six Hundred and Ten) was allotted by the CALA for ready disbursement to the landowner.

2.6. The 1<sup>st</sup> respondent without the petitioner's knowledge and consent had sent the impugned communication dated 02.01.2026 in Roc. No. 243/2022(L1) to the 3<sup>rd</sup> respondent wherein it is stated that the above enhanced compensation is ready to be disbursed and enquired the 3<sup>rd</sup> respondent whether there were any outstanding loans to be paid by the petitioner and if there is no such loan outstanding, to issue a no due certificate so as to enable the compensation to be disbursed to the petitioner. On receipt of said letter the petitioner raised strong objection vide letter dated 09.02.2026, wherein it is stated that the said letter was issued without his consent and the said letter is against the order passed in W.P. (MD) no. 16026 of 2024. In the said order only Rs.7.5 Crore was ordered to be paid to the 3<sup>rd</sup> respondent and the balance ought to be paid to the 4<sup>th</sup> respondent. The petitioner also issued lawyer's notice dated 16.02.2026 to the 1<sup>st</sup> respondent that in the event of any amount being disbursed without his consent, legal action would follow. Yet, the 1<sup>st</sup> respondent wrote the 2<sup>nd</sup> impugned communication dated 23.02.2026 to the 3<sup>rd</sup> respondent stating that in the absence of any reply to



the previous communication dated 02.01.2026 after the expiry of 15 days, the compensation would be released to the landowner.

2.7. The 3<sup>rd</sup> respondent despite having received the OTS amount together with the applicable interest, has failed to release the petitioner's title deeds and is arbitrarily claiming further sums. Aggrieved by the said conduct, the petitioner has already filed a separate writ petition against the 3<sup>rd</sup> respondent seeking return of his title deeds. In these circumstances, the petitioner apprehends that, in response to the impugned communications, the 3<sup>rd</sup> respondent may falsely and arbitrarily contend that the loan account is still outstanding, pursuant to which the 1<sup>st</sup> respondent may disburse a sum of Rs.63,71,610/- to the 3<sup>rd</sup> respondent, thereby causing serious prejudice to petitioner. Hence, this writ petition.

3. The 3<sup>rd</sup> respondent had filed written submissions and additional written submissions wherein it is stated the writ petition is wholly misconceived, devoid of merits and liable to be dismissed in limine for suppression of material facts. The petitioner deliberately concealed the OTS proposal letter dated 09.04.2024, letter dated 04.07.2024 seeking corrigendum, OTS cancellation letter dated 24.07.2024 and letter dated 03.08.2024 which contradicts the petitioner's current



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stand and acts as an estopped against his present claims. The petitioner had defaulted approximately Rs.76 crores to the 3<sup>rd</sup> respondent. The petitioner had misrepresented regarding the source of funds and subsequently breached. Through the present proceedings the petitioner is attempting to usurp the enhanced compensation of Rs.63,71,610/- for which the 3<sup>rd</sup> respondent is having lien. The petitioner is bypassing the debt obligations and unlawfully siphoning the enhanced compensation of Rs.63,71,610/- by invoking the extraordinary jurisdiction. The petitioner has suppressed the material facts that the land was acquired in the year 2022 and compensation amount was quantified as Rs. 11,80,31,080/-, but the petitioner offered only Rs.7.5 crores. By misrepresenting and by fraudulent inducement the petitioner had represented that he is trying to settle the amount by sourcing the amount from friends and family and had obtained the OTS, but the petitioner had not disclosed that the compensation award was fixed as Rs.11,80,31,080/-. Had the real facts been placed the OTS amount would have been varied. The petitioner had failed to challenge the cancellation of OTS and the OTS is in-principle, time-bound and stands cancelled. The writ petition is not maintainable due to disputed questions of facts and extension of OTS cannot be granted in writ jurisdiction. The petitioner is liable to pay the outstanding due approximately Rs.76 crores, but seeking to



release the enhanced compensation of Rs.63,71610/- thereby unjustly enriching at the cost of public monies. Hence prayed to dismiss the writ petition.

4. The 4<sup>th</sup> respondent had filed written submission wherein it is stated that the petitioner had availed loan which was not repaid and the loan was declared as NPA, hence recovery proceedings were initiated under Sarfaesi proceedings. During the recovery proceedings the mortgaged property came to be acquired for National Highway project. Hence the compensation amount payable in respect of the property is liable to be appropriated towards the outstanding dues payable to the secured creditors 3<sup>rd</sup> and 4<sup>th</sup> respondent. When there was delay in disbursement this Court had issued direction to disburse the amount to the 3<sup>rd</sup> and 4<sup>th</sup> respondents, in fact specifically directed to pay Rs.7.50 crores to the 3<sup>rd</sup> respondent and balance to the 4<sup>th</sup> respondent. There is no appeal against the said order and it has attained finality. Hence the obligation is to disburse the said amount to the 4<sup>th</sup> respondent. There is an outstanding of Rs.4,17,70,860/- payable to the 4<sup>th</sup> respondent as on 13.04.2026 along with subsequent interest. The 1<sup>st</sup> and 2<sup>nd</sup> respondents without disbursing the balance compensation amount is insisting “no objection certificate” from the 3<sup>rd</sup> respondent which is unnecessary and

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contrary to the direction of the Court. Once the 3<sup>rd</sup> respondent had received the said amount earmarked in its favour, no further consent or no objection certificate is not required for disbursement of balance compensation. Any claim made over and above the order of the Court is contrary and beyond the scope of the order of the High Court and prayed to allow the writ petition and to direct the 1<sup>st</sup> and 2<sup>nd</sup> respondents to disburse the amount to the 4<sup>th</sup> respondent.

5. Heard Mr.R.Suriya Narayanan for Mr.Gowtham Thilak, the Learned Counsel appearing for the petitioner, Mr.I.Pinaygash, the Learned counsel for the state of Tamil Nadu appearing for 1<sup>st</sup> respondent, Mr.SU.Srinivasan, the Learned standing counsel appearing for 2<sup>nd</sup> respondent, Mr.Srinath Sridevan, the Learned Senior Counsel for Mr.Anant Merathia appearing for 3<sup>rd</sup> respondent and Mr.M.Senthil Kumar, the Learned counsel appearing for 4<sup>th</sup> respondent and perused the records.

6. After hearing the rival submissions, this Court had given its anxious consideration. The petitioner had borrowed loan from the 3<sup>rd</sup> respondent, when the account had become NPA, there was an OTS offer between the 3<sup>rd</sup> respondent and the petitioner was arrived at and the petitioner was directed to pay Rs.7.5



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crores. Prior to the OTS, the petitioner's land was acquired by the Special Tahsildar for National Highways Authority of India and compensation was awarded. From the compensation award amount the 3<sup>rd</sup> respondent received Rs. 7.5 crores and the balance compensation amount were paid to Indian Overseas Bank. But the same was paid belatedly, hence the petitioner was directed to pay the 12% interest which was quantified as Rs.41,37,375/- and the same was paid in two installments on 11.09.2025 and 10,00,000/- on 15.09.2025. In the meanwhile, based on the application of the petitioner the revenue authorities had enhanced the compensation and the enhanced the amount as Rs.63,71,610/-. At this stage the petitioner had received the impugned communication dated 02.01.2026 and 23.02.2026 which was addressed to the 3<sup>rd</sup> respondent with a copy marked to the petitioner, wherein it had directed the 3<sup>rd</sup> respondent to state whether the petitioner / land owner had any due payable to the 3<sup>rd</sup> respondent, if no due payable, directed the 3<sup>rd</sup> respondent to issue "no due certificate" so that the enhanced amount would be disbursed to the petitioner / landowner. Subsequently on 18.03.2026 again another letter was issued with the same request. Aggrieved over the said letters present petition is filed. The issue for consideration is whether the Tahsildar has any right or power to seek clarification or seek "no due certificate" from the 3<sup>rd</sup> respondent to disburse the enhanced



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amount to the petitioner / landowner and whether the 3<sup>rd</sup> respondent is entitled to claim the said enhanced amount beyond the OTS amount.

7. The primary contention of the 3<sup>rd</sup> respondent is that the petitioner had not paid the OTS amount within 21 days, hence the said offer had already been withdrawn, consequently the 3<sup>rd</sup> respondent is not having any obligation to issue no objection certificate to the petitioner and further the 3<sup>rd</sup> respondent is entitled to the amount which has been granted as additional compensation from the land acquisition proceedings. On the other hand, the petitioner submitted that the time provided under the OTS scheme was “21 days”, but through corrigendum the 3<sup>rd</sup> respondent had granted “21 working days”, however there was a delay by the Tahsildar to disburse the compensation amount. Even then the amount was paid as soon as the Tahsildar disbursed the said, hence the claim of the 3<sup>rd</sup> respondent is incorrect.

8. It is seen from the records that the OTS offer was granted on 03.07.2024, the corrigendum on 04.07.2024 and the petitioner is liable to pay on or before 02.08.2024. The Tahsildar had sought bank details and the loan details to the 3<sup>rd</sup> respondent on 09.07.2024 and the 3<sup>rd</sup> respondent had provided the bank

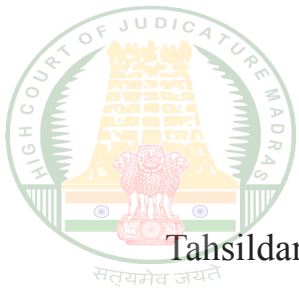


details to the Tahsildar on 10.07.2024. All within the stipulated time in OTS. But

the Tahsildar was under the impression that the property was under attachment by Enforcement Directorate, hence delayed the disbursement. Hence the petitioner had filed W.P.(MD)No.16026 of 2024 on 15.07.2024 to direct the Tahsildar to disburse the amount at the earliest. The said petition was filed within stipulated time in OTS. The Court vide order dated 25.07.2024 had held that the Tahsildar is incorrect, the Appellate Tribunal had already lifted the said attachment long back vide order dated 27.03.2019 itself and directed the Tahsildar to disburse the amount forthwith and a specific direction is issued as under:

*“...In view of the same, I direct the first respondent to disburse a sum of rupees 7.5 crores to the second respondent (i.e. SREI Equipment Finance Limited) without any delay. The balance compensation amount shall be credited to the account of the 3<sup>rd</sup> respondent (i.e. Indian Overseas Bank) again forthwith without any delay. The petitioner shall furnish the bank details of the second respondent as well as the third respondent along with the order copy to the first respondent.”*

Even then the Tahsildar had not disbursed the amount. When the Tahsildar had not disbursed the said amount in time the petitioner had taken earnest efforts to pay the same by approaching the Tahsildar and also the Court, in such circumstances, the delay is not on the part of the petitioner but on the part of the



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Tahsildar, hence the 3<sup>rd</sup> respondent finance company cannot attribute the delay on the part of the petitioner.

9. Further it is seen that the 3<sup>rd</sup> respondent has issued a communication dated 01.08.2024 along with the copy of the writ order and requested the petitioner to comply with the order of the High Court and pay Rs.7.5 crores. The petitioner had replied vide detailed letter dated 03.08.2024 narrating the entire facts and events, wherein it is also stated that the time granted under OTS was subsisting, but the 3<sup>rd</sup> respondent had cancelled the OTS on 24.07.2024. This Court is of the considered opinion when the time granted under OTS is valid until 02.08.2024, then the 3<sup>rd</sup> respondent ought not have cancelled the OTS on 24.07.2024 which is prior to the time granted until 02.08.2024, hence the cancellation is illegal.

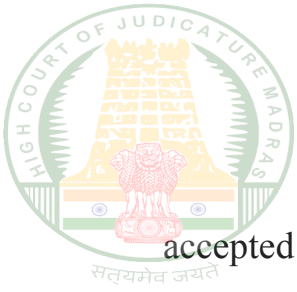
10. In the meanwhile, there was clarification to the said order and the corrigendum order was issued 05.08.2024. In spite of the order passed by High Court the Tahsildar had not disbursed the said amount, hence the petitioner preferred contempt petition in Cont.Pet.(MD)No.1979 of 2024, wherein there is a specific direction to the Tahsildar that he need not wait for any “no objection



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certificate” from the Enforcement Directorate for complying with the order passed by the Court. Then also the Tahsildar had not disbursed the said amount inspite of the order passed in contempt proceedings. Finally, the Tahsildar had paid the said amount of Rs.7.5 crores on 13.02.2025 and the 3<sup>rd</sup> respondent had received the same and also confirmed the receipt of the amount under OTS to the Enforcement Directorate vide letter dated 03.07.2025. When the 3<sup>rd</sup> respondent had accepted the amount of Rs.7.5 crores under OTS and admitted the said amount was received under OTS to the Enforcement Directorate, then the 3<sup>rd</sup> respondent cannot now turn around and state that the said OTS have been cancelled. If the 3<sup>rd</sup> respondent is sticking to the stand of cancellation on 24.07.2024, then the 3<sup>rd</sup> respondent ought to have refused to receive the said amount and demanded the outstanding to be paid forthwith. The 3<sup>rd</sup> respondent having accepted under OTS, cannot turned around and state that the amount was received for the outstanding amount. Therefore, the said stand of the 3<sup>rd</sup> respondent that the OTS was cancelled is rejected.

11. It is seen that the 3<sup>rd</sup> respondent had demanded interest at 12% for the belated payment and had quantified it as Rs.41,37,375/- which was communicated to the petitioner vide email dated 22.08.2025. The petitioner had



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accepted the same vide email dated 22.08.2025 and sought time to pay the same on or before 15.09.2025. Thereafter the petitioner had paid the said amount in two installments, on 11.09.2025 the petitioner had paid Rs.31,37,375/- and on 15.09.2025 had paid Rs.10,00,000/- which is evident from the communication dated 15.09.2025. The 3<sup>rd</sup> respondent had accepted the payment. When the 3<sup>rd</sup> respondent had demanded interest for the belated payment of the OTS and had received the said amount, then at this stage the 3<sup>rd</sup> respondent cannot turn around and state that OTS was cancelled. Hence the 3<sup>rd</sup> respondent claim of cancellation of OTS was rejected on this ground also.

12. In the meanwhile, the petitioner had filed an application to enhance compensation for acquiring the petitioner land which was adjudicated and enhanced compensation of Rs.63,71,610/- was granted. While that being so, the 3<sup>rd</sup> respondent had communicated to the Tahsildar that the petitioner is liable to pay Rs.76,49,85743/- which is outstanding under the loan along with overdue interest, overdue charges as accruing under the loan agreement, hence demanded to disburse the enhanced amount to the 3<sup>rd</sup> respondent. The Tahsildar vide the impugned communication dated 02.01.2026 and 23.02.2026 to the 3<sup>rd</sup> respondent with a copy marked to the petitioner, directed the 3<sup>rd</sup> respondent to state whether



the petitioner / land owner had any due payable to the 3<sup>rd</sup> respondent, if not

directed to issue no due certificate so that the enhanced amount would be disbursed to the petitioner / landowner. Subsequently on 18.03.2026 again another letter was issued with the same direction. After perusing the said impugned communication this Court is of the considered opinion that the said impugned communication is total inference in the OTS scheme, which is none of the business of the Tahsildar. Further as held supra the 3<sup>rd</sup> respondent is not having any power to cancel the OTS when the time granted to complete the OTS was still subsisting then. Further the 3<sup>rd</sup> respondent had accepted the interest for the belated payment of OTS amount which is evident from the letter dated 03.07.2025, which would amount to extension of time for payment of OTS. Having accepted the interest for the belated payment of OTS the 3<sup>rd</sup> respondent is estopped from the plea that OTS was withdrawn. In such circumstances, the impugned communication is liable to be quashed.

13. The contention of the 3<sup>rd</sup> respondent is that the petitioner had submitted OTS but failed to disclose that the petitioner would be receiving Rs. 11,80,31,080/- as compensation from land acquisition proceedings. Had the source of the said amount was disclosed the 3<sup>rd</sup> respondent would have fixed the



OTS amount as Rs.11,80,31,080/- and not Rs.7,50,00,000/-. The said plea cannot

be entertained at this point of time, since the 3<sup>rd</sup> respondent is aware of the said amount at the time of adjudicating the earlier writ petition in W.P.(MD)No.16026 of 2024 wherein there is a specific direction to pay Rs.7.5 crores to the 3<sup>rd</sup> respondent and the balance amount to the Indian Overseas Bank. Therefore the 3<sup>rd</sup> respondent is estopped to raise such plea. Further such a plea from the 3<sup>rd</sup> respondent / finance company cannot be entertained, the 3<sup>rd</sup> respondent being in the business of lending loans ought to be aware of the source of income of the borrower and other transactions of the borrower. Lending loan has business risk and granting OTS is a business decision coupled with risk. Having taken a business decision, the 3<sup>rd</sup> respondent cannot raise such plea. In several cases, when the borrowers had pleaded for modification of OTS schemes, the financial institutions had taken a stand that the OTS cannot be modified. Now the 3<sup>rd</sup> respondent is seeking to modify and grant the enhanced amount to the 3<sup>rd</sup> respondent which cannot be allowed.

14. The contention of the 3<sup>rd</sup> respondent is that the petitioner is usurping the enhanced compensation. But it is seen that the enhanced compensation is not going to the petitioner but to the 4<sup>th</sup> respondent Indian Overseas Bank, another

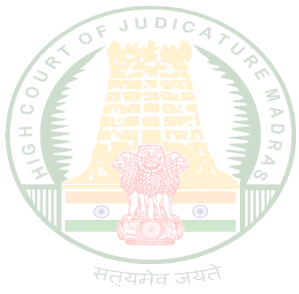


creditor. The petitioner is liable to pay an outstanding of Rs.4,17,70,860/- to the 4<sup>th</sup> respondent as on 13.04.2026 along with future interest. It is seen that there is no OTS scheme with the 4<sup>th</sup> respondent. The 4<sup>th</sup> respondent is also public institution dealing with public money. Hence the allegation that the 3<sup>rd</sup> respondent alone is dealing with public money and the petitioner is trying to usurp the enhance compensation is incorrect.

15. With the above observations, this Writ Petition is allowed, the impugned communications dated 02.01.2026 and 23.02.2026 and subsequent communication dated 18.03.2026 and any other communications pertaining to the same contents are hereby quashed. The 1<sup>st</sup> respondent is directed to disburse the enhanced compensation of Rs.63,71,610/- to the 4<sup>th</sup> respondent forthwith. There shall be no order as to costs. Consequently, connected miscellaneous petitions are closed.

**07.07.2026**

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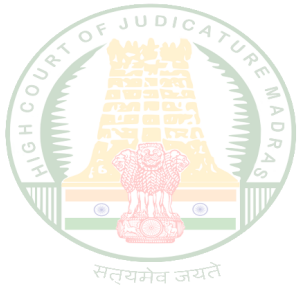
1.The Special District Revenue Officer,  
Land Acquisition, NH 948 A STRR,  
No.39/8, 2<sup>nd</sup> Floor, MIN Nagar,  
Rayakottai Road, Hosur,  
Krishnagiri District-635 109

2.National Highways Authority of India (NHAI)  
represented by its project Director,  
Project Implementation Unit,  
Bengaluru(Expressway),  
Sy.no.84/11, Uttarahalli Main Road,  
Kengeri, Bengaluru – 560 060

3.SREI Equipment Finance Limited,  
A non-banking Financial Company,  
Represented by its Senior Vice President,  
Om Chambers, 3<sup>rd</sup> Floor,  
D.No.1-10-74/A/TF, Ward Block1,  
Dwarakadas Colony, Begumpet, Hyderabad,  
Telangana-500 016.

4.Indian Overseas Bank,  
Represented by its Manager,  
Arignar Anna Nagar Branch,  
80 Feet Road, Arignar Anna Nagar,  
Madurai-625 020

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**S.SRIMATHY.J**

**TMG**

**Order made in**

**W.P (MD)NO.7472 OF 2026**

**DATE: 07.07.2026**