

HIGH COURT LEGAL SERVICES COMMITTEE, CHENNAI

National Lok Adalat organised by the High Court Legal Services Committee

Saturday, the 14th day of March, 2015

NATIONAL LOK ADALAT AWARD
(Chapter VI and u/s 21 of Legal Services Authorities Act, 1987)

Presided over by

The Hon'ble MR.JUSTICE T.S.SIVAGNANAM
and

Members

Mr.B.Rosaiah.
Mrs.S.S.Jothivani

A.S.Nos.161 to 163, 865, 867 to 871 of 2012

A.S.No.161 of 2012

(To set aside the judgment and decree dated 17.2.2011 made in LAOP No.12/2007 by the Learned Subordinate Judge, Mettur, enhancing the compensation awarded by the 2nd respondent)

The Managing Director
SISCOL, presently
known as JSW Steels Limited ... Appellant/3rd Defendant
Vs.

1.Chandra

2.The Land Acquisition Officer &
Revenue Divisional Officer
Mettur.

3.The Special Tahsildar (Land Acquisition Officer)
Pig Iron Project Unit 2,
Mettur.

...Respondents/Claimants & 1&2
Defendant

(ii) A.S.No.162 of 2012 : to set aside the judgment and decree dated 17.2.2011 made in LAOP.No.14 of 2007 by the learned Subordinate Judge, Mettur, enhancing the compensation awarded by the 8th respondent.

The Managing Director, SISCOL,
presently known as JSW Steels
Ltd., Pothaneri, Mettur Taluk,
Salem District-636453.

...Appellant/3rd
Defendant in both

- 1.Kannammal
- 2.Dhanapal
- 3.Manimegalai
- 4.Manikandan
- 5.Prabhakaran
- 6.Chandra

7.The Land Acquisition Officer &
Revenue Divisional Officer,
Mettur.

8.The Special Tahsildar (Land
Acquisition Officer), Pig Iron
Project Unit-II, Mettur. ...Respondents/
Claimants 1 to 6 & Defendants 1 &2 in both

(iii) A.S.No.163 of 2012 : to set aside the
judgment and decree dated 17.2.2011 made in LAOP.No.17
of 2007 by the learned Subordinate Judge, Mettur,
enhancing the compensation awarded by the 10th
respondent.

The Managing Director, SISCOL,
presently known as JSW Steels
Ltd., Pothaneri, Mettur Taluk,
Salem District-636453. ...Appellant/3rd
Defendant in both

Vs

- 1.Manickam
- 2.Chinnaponnu
- 3.Thangam (deceased)
- 4.Pappathi
- 5.Suseela
- 6.Pusbha
- 7.Vijaya
- 8.Murugan

9.The Land Acquisition Officer &
Revenue Divisional Officer,
Mettur.

10.The Special Tahsildar (Land
Acquisition Officer, Pig Iron
Project Unit-II, Mettur.

...Respondents/
Claimants 1 to 8 &
Defendants 9 & 10 in both

(iv) A.S.No.865 of 2012 : to set aside the
judgment and decree dated 17.2.2011 made in LAOP.No.11
of 2007 by the learned Subordinate Judge, Mettur,
enhancing the compensation awarded by the third
respondent.

The Managing Director, SISCOIL,
presently known as JSW Steels
Ltd., Pothaneri, Mettur Taluk,
Salem District-636453.

...Appellants/ 3rd
Defendant in both

Vs

1.Mr.Mari Udayar

2.The Land Acquisition Officer &
Revenue Divisional Officer,
Mettur.

3.The Special Tahsildar (Land
Acquisition Officer, Pig Iron
Project Unit-II, Mettur. ...Respondents/ Claimants
/ 1st & 2nd Defendants in both

(v) A.S.Nos.867 & 868 of 2012 : to set aside the
judgment and decree dated 17.2.2011 made in LAOP.Nos.18
and 19 of 2007 respectively by the learned Subordinate
Judge, Mettur, enhancing the compensation awarded by
the third respondent.

The Managing Director, SISCOIL,
presently known as JSW Steels
Ltd., Pothaneri, Mettur Taluk,
Salem District-636453.

...Appellant in both AS/
3rd defendant in both

Vs

1.Deivanaiammal

2.The Land Acquisition Officer &
Revenue Divisional Officer,
Mettur.

3.The Special Tahsildar (Land
Acquisition Officer, Pig Iron
Project Unit-II, Mettur. ...Respondents in both
AS/ Claimants / Defendant
1 & 2 in both

(vi) A.S.Nos.869 and 871 of 2012 : to set aside
the judgment and decree dated 17.2.2011 made in
LAOP.Nos.20 and 16 of 2007 by the learned Subordinate
Judge, Mettur, enhancing the compensation awarded by
the seventh respondent.

The Managing Director, SISCOL,
presently known as JSW Steels
Ltd., Pothaneri, Mettur Taluk,
Salem District-636453.

...Appellant in both AS/
3rd Defendant in both

Vs

1.Kannammal
2.Dhanapal
3.Manimegalai
4.Manikandan
5.Prabhakaran

6.The Land Acquisition Officer &
Revenue Divisional Officer,
Mettur.

7.The Special Tahsildar (Land
Acquisition Officer, Pig Iron
Project Unit-II, Mettur. ...Respondents in
both AS/ Claimants 1 to 5 / Defendant 1&2 in both

and

(vii) A.S.No.870 of 2012 : to set aside the
judgment and decree dated 17.2.2011 made in LAOP.No.15
of 2007 by the learned Subordinate Judge, Mettur,
enhancing the compensation awarded by the seventh
respondent.

The Managing Director, SISCOL,
presently known as JSW Steels
Ltd., Pothaneri, Mettur Taluk,
Salem District-636453. ...Appellant in AS/ 3rd
Defendant in both

Vs

1.Deivanai
2.Maragatham
3.Kunasekaran
4.Manivasagam
5.Suseela

6.The Land Acquisition Officer &
Revenue Divisional Officer,
Mettur.

7.The Special Tahsildar (Land
Acquisition Officer, Pig Iron
Project Unit-II, Mettur. ...Respondents 1 to 5/
Claimants 1 to 5/
Defendants 6&7 in both

5. Registry is directed to incorporate the above portion in the award.

This case came up for settlement before the National Lok Adalat. Both the parties are present. Mr. P.Boopalan, Vice President (Finance & Accounts) and Mr.V.Sundaram, Associate Vice President (Corporate Relations) and M/s.S.R.Raghunathan, C.Karthik, learned counsel for the appellant have appeared. On behalf of the land owners the learned counsel Mr. S.Lakshmanasamy and M.S.Tamilnathan, learned counsel who appeared before the trial Court have appeared. After mutual discussion, negotiation, mediation and conciliation between both parties, they arrived at a compromise to settle the matter as follows:

TERMS OF SETTLEMENT

These appeals have been preferred by the SISCOL presently known as JSW Steels Limited, challenging the Award in land acquisition proceedings, passed by the Sub Court, Mettur.

2. There are nine appeals and the parties have entered into a compromise and the terms of compromise has been reduced into writing, signed by the parties and other Counsels. In all the Appeals one of the land owners are present before the Adalat and has signed the Memorandum of compromise. On behalf of the appellant Mr. P.Boopalan, Vice President (Finance & Accounts) and Mr.V.Sundaram, Associate Vice President (Corporate Relations) and M/s.S.R.Raghunathan, C.Karthik, learned counsel for the appellant have appeared. The land owners are present along with their counsel Mr. S.Lakshmanasamy and M.S.Tamilnathan, learned counsel who appeared before the trial Court.

3. The terms of compromise entered into between the parties is on the following terms:

TERMS OF COMPROMISE ENTERED BETWEEN THE PARTIES

1. The Parties agree that the order passed by the Reference Court awarding enhanced compensation, solatium, additional compensation, interest etc., be set aside in entirety.

2. As a compromise between the parties the following is agreed:

a. The Appellant had paid a sum of Rs.23,000/- per acre as exgratia payment to all the land owners whose lands were acquired. The Respondents had not collected this exgratia payment. The Appellant shall pay the same exgratia amount of Rs.23,000/- per acre to the respondents herein along with interest as a good will gesture. The respondents agree to receive the same in full and final quits of all claims against the Appellant.

b.The exgratia amount of Rs.23,000/- per acre payable to the Respondents along with interest is mentioned hereunder: (The following has been calculated on the basis of exgratia of Rs.23,000/- per acre based on the proportionate land holding of the respondents).

Appeal No	Respondent Names	Exgratia Amount payable along with interest in Rupees
AS/865/2012	Mari Udayar	14,71,200
AS/161/2012	Chandra	2,85,200
AS/162/2012	1.Kannammal & 4 Others 2.Chandra	92,355 2,26,845
AS/870/2012	Deivanaiammal & 4 Others	14,67,200
AS/871/2012	Kannammal & 5 Others	1,49,300
AS/163/2012	1.Manickam & Chinnaponnu 2.Thangam (deceased) & 5 Others	6,48,050 4,35,150
AS/867/2012	Deivanaiammal	9,89,300
AS/868/2012	Deivanaiammal	9,94,200
AS/869/2012	Kannammal & Others	2,42,200
Total		70,01,000

3. The Appellant has deposited the amounts to the credit of the Reference Court. The same has been deposited in an interest bearing account. The Respondents shall be entitled to withdraw the amount mentioned in clause 2 herein above along with proportionate accrued interest by following the procedure of the Reference Court.

4. The Appellant shall be entitled to withdraw the excess amount deposited along with proportionate accrued interest from the Reference Court by filing necessary application.

5. The Parties shall bear their respective cost.

6. The respondents confirm that they have no further claims whatsoever against the Appellant herein.

4. In the light of the compromise arrived at and since the parties have agreed to accept the amount exgratia and also agreed that order of Reference Court awarding enhanced compensation, solatium, etc. be set aside in its entirety. The above compromise is placed on record. Consequently, orders passed by the Reference Court, which is the subject matter of challenge in these appeals are set aside and the exgratia amount mentioned against each of the appeal in the above tabulated statement is agreed to be paid by the appellant to the land owners and the land owners are willing to accept the same in full satisfaction of their claims.

5. It is seen that the total compensation awarded by the Reference Court was deposited by the appellant and it is stated that the total amount deposited is Rs.78,30,454/-. The Reference Court has in turn directed the amounts to be invested in interest bearing fixed deposit account and interest earned on the deposited amount is also lying in deposit since it is a cumulative deposit scheme.

6. Thus, in terms of the above referred compromise, each of the respondents is entitled to withdraw the amount, which has been agreed to be paid by the appellants together with proportionate interest, which has accrued on the said amount. Consequently, as agreed to by the parties, the remaining amount which shall also include the accrued interest shall be permitted to be withdrawn by the appellants.

7. In the light of the compromise arrived at in these appeals, the parties are entitled to withdraw the amount as agreed to without filing a Petition seeking permission to withdraw the amount and the amount may be permitted to be withdrawn by the land owners as well as the appellants in terms of the above agreement by filing a Check Petition. The Memorandum recording the terms of compromise shall form part of the record.

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8. In the light of the above compromise, there are no other claims between the parties and the matter is settled on the above terms.

The appellant is entitled for refund of full Court fee.

The above First Appeals are disposed of accordingly.

sd/-

The Managing Director

SISCOL, presently

known as JSW Steels Limited

sd/-

Counsel for the

Appellant

1. Chandra

2. The Land Acquisition Officer &
Revenue Divisional Officer
Mettur.

3. The Special Tahsildar (Land Acquisition Officer)

Pig Iron Project Unit 2,

Mettur.

sd/-

Counsel for the Respondents

This Lok Adalat award is passed in terms of the above settlement.

The Court fee paid shall be refunded to the parties in the manner provided under the Court Fees Act, 1870 as provided for under sub Sec.1 of Section 21 r/w 25 of LSA Act 1987 as amended in 1994.

sd/-

Judge

sd/-

Member

sd/-

Member

Sd/-

Asst. Registrar

dt. 18.3.2015

***Corrected order as per the
order dt.**

sd/-

Assistant Registrar

Dt. 19.8.2016

/true copy/

Sub Asst. Registrar

To
The parties/Advocate concerned

Copy to

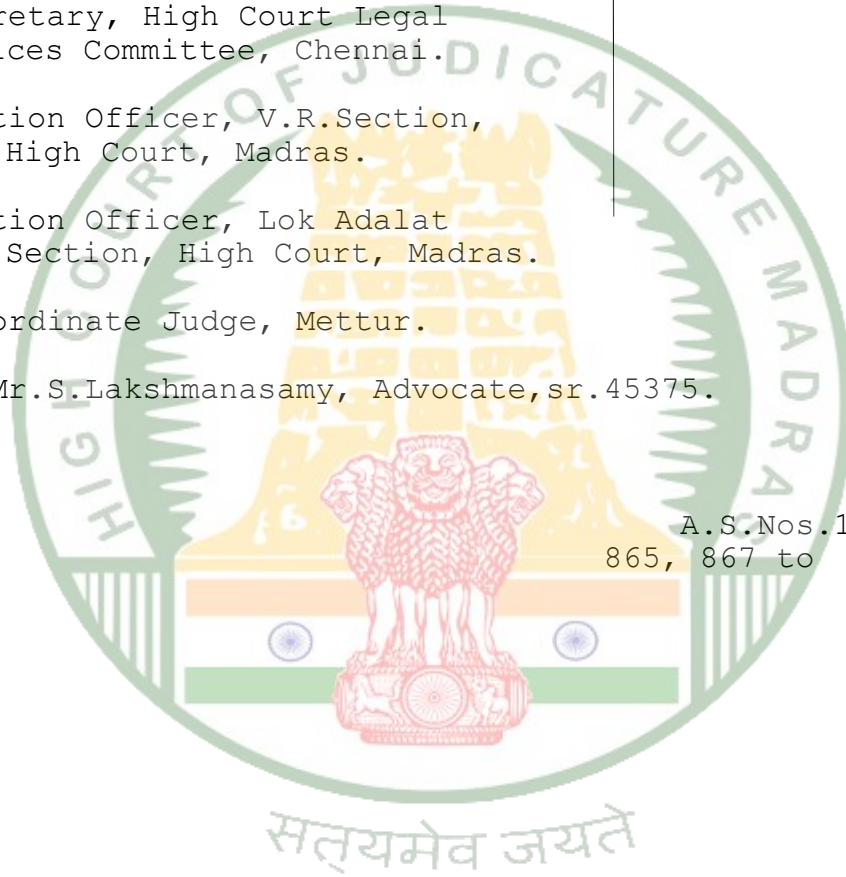
- 1.The Land Acquisition Officer &
Revene Divisional Officer, Mettur.
- 2.The Special Tahsildar
(Land Acquisition Officer)
Pig Iron Project Unit 2, Mettur.
- 3.The Secretary, High Court Legal
Services Committee, Chennai.
- 4.The Section Officer, V.R.Section,
High Court, Madras.
- 5.The Section Officer, Lok Adalat
Section, High Court, Madras.
- 6.The Subordinate Judge, Mettur.

+1 cc to Mr.S.Lakshmanasamy, Advocate,sr.45375.

ug(co)
krd 24/8

***To be substituted to
the order already
despatched on 20.3.15
and made herein.**

A.S.Nos.161 to 163,
865, 867 to 871 of 2012



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