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BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 14.08.2015

Coram
THE HONOURABLE MR.JUSTICE R.SUBBIAH

W.P. (MD) No.21457 of 2014
and
M.P. (MD) Nos.1 and 2 of 2014
and
M.P. (MD) No.1 of 2015

S.Manikandan :Petitioner
vs.

- 1.The Assistant Director and
P.A. To District Collector,
Survey and Land Records,
Trichy.
- 2.The Special Tahsildar,
Srirangam Town Settlement,
Srirangam Taluk Office, Trichy District.
- 3.Sobha
The Special Tahsildar,
Srirangam Town Settlement,
Srirangam Taluk Office, Trichy District.
- 4.Tamil Constructions (P) Ltd.,
Rep. By its Managing Director,
P.Prabakar
T-4, Rana Block, Dhathachariyar Garden,
Mambala Saalai, Trichy - 620 005
5. V.Rengarajan : Respondents

Prayer: Petition is filed under Article 226 of the Constitution of India for the issue of a Writ of Certiorari, to call for the records pertaining to the impugned order passed by the 2nd respondent in Na.ka.A1-42-2014, dated 10.11.2014 and quash the same.

For Petitioner :Mr.R.Subramanian

For Respondents :Mr.M.Murugesan,
(R1 to R3) Govt.Advocate
For Respondent-4 :Mr.S.S.Sundar
For Respondent-5 :Mr.V.Mohan



O R D E R

The Writ Petition has been filed, praying for issuance of a Writ of Certiorari, to call for the records pertaining to the impugned order passed by the 2nd respondent in Na.Ka.A1-42-2014, dated 10.11.2014 and quash the same.

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2. The case of the petitioner is that the petitioner and his brother Jambunathan are the absolute owners of a portion of the agricultural properties in T.S.No.2391, 2392 and 2393 in Kondayampettai Village, Srirangam Taluk, Trichy District under a registered partition deed, dated 30.08.1985, bearing Document No.2059/1985, on the file of the Sub Registrar Office, Srirangam. In that partition deed, undivided properties were allotted to the petitioner and his brother Jambunathan in the above said three Town Survey numbers. After the partition deed, without the knowledge and consent of the petitioner, his brother Jambunathan had sold his undivided share to one Arokia Arul Dass and 3 others. After that it seems that the property was subdivided under the Town Survey. As per the said sub divisions, the property in T.S.Nos.2392/2, 2392/4 and 2393/2 belongs to his brother Jambunathan. As per the sub divisions, the said Arokia Aruldass and 3 others have sold the lands in the above said sub divisions to a construction company viz., the 4th respondent, in order to connect the planned bridge with their property in T.S.No.2392/4. The construction company seems to have given a petition to the 2nd respondent herein, as if the measurements found in the sub division plan is differing from their sale deeds and SLR. But, no notice of the said application was given to the petitioner. On 26.09.2014, the petitioner sent a legal notice, requesting the 2nd respondent to provide an opportunity to the petitioner, before passing any order. But the 2nd respondent, without hearing the petitioner passed the impugned order, dated 10.11.2014. Hence, the present writ petition has been filed, challenging the impugned order, dated 10.11.2014.

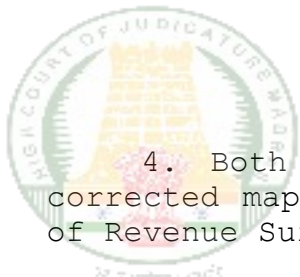
3. Today, when the matter is taken up for consideration, a Joint Memo of Compromise, dated 14.08.2015, has been filed by the petitioner and the Managing Director of the Tamil Constructions (P) Ltd., Trichy, signed by both parties and their respective counsel, which reads as follows :-

"JOINT MEMO OF COMPROMISE

"1. The writ petitioner S.Manikandan hereby accepts that title of the disputed area rests with M/s. Tamil Constructions P.Ltd., the 4th respondent herein and accepts the impugned order dated 10.11.2014 passed by-Special Tahsildar (Settlement) Srirangam.

2. M/s.Tamil Constructions P.Ltd represented by-Mr .P.Prabhakar, Managing Director agrees to surrender portion of the land measuring 40 sq.m mentioned as A,D,E,F and 18.5 sq.meter mentioned as G,E,D in the sketch annexed herein totalling 58.5 sq.meters to the local body, which shall be used as' road for both Mr.S.Manikandan and M/s.Tamil Constructions P.Ltd.

3. M/s.Tamil Constructions P.Ltd agrees to surrender 72 sq.meters mentioned as A,B,C,D in the annexed sketch to the local body, which shall be used as a public road and both Mr.S.Manikandan and M/s.Tamil Constructions P. Ltd can use the same.



4. Both parties hereby agree to measure the properties as per the corrected map on spot and fix the boundary line between them with the help of Revenue Surveyor.

5. M/s.Tamil Constructions P.Ltd agrees to bear all the incidental expenses for carrying out measurement as per the new sketch and surrendering the land to local body.

6. Both parties have annexed to this Memo of Compromise a plan signed by both of them so that the same may be taken as part of the Compromise Memo.

7. Both parties agree that they will mutually cooperate each other if they have problems or difficulties before statutory authorities in any matter revolving around the issue now settled between parties.

4. In view of the above said compromise, this writ petition is disposed of by recording the Memo of Compromise, dated 14.08.2015. The Memo of Compromise shall form part of the order. No costs. Consequently, connected miscellaneous petitions are closed.

Sd/-

Assistant Registrar

/True Copy/

Sub Assistant Registrar

MPK
To

1.The Assistant Director and
P.A. To District Collector,
Survey and Land Records,
Trichy.

2.The Special Tahsildar,
Srirangam Town Settlement,
Srirangam Taluk Office, Trichy District.

3.Sobha
The Special Tahsildar,
Srirangam Town Settlement,
Srirangam Taluk Office, Trichy District.

1CC TO MR. S.S.SUNDAR, ADV SR: 46550
1CC TO MR. R. SUBRAMANIAM,ADV SR: 46811

RG 27 8 15 - 3P 6C

W.P. (MD) No.21457 of 2014
14.08.2015