

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated: 25/1/2017

C O R A M

The Honourable Mr. Justice S. Manikumar
and
The Honourable Mr. Justice M. Govindaraj

Writ Appeal No. 24 of 2017

P. Murthy ... Appellant/Petitioner

Vs

1. The Collector of Cuddalore
Cuddalore District.
2. The Special Tahsildar
Land Acquisition No. III
Neyveli 2
Cuddalore District.
3. The Managing Director
Neyveli Lignite Corporation
Neyveli II
Cuddalore District. ... Respondents/Respondents

Appeal filed under Chapter 15 of Letters Patent against the order passed in W.P.No.37593 of 2015 dated 2/3/2016. Writ Petition filed under Article 226 of the constitution of India for issuance of writ of mandamus directing the respondents to provide fair compensation for the lands of the petitioner comprised in an extent of 0.41.5 comprised in Survey No.3/4 in an extent of 0.16.0 comprised in Survey No.3/8 in an extent of 0.15.0 comprised in Survey No.3/9 in an extent of 0.09.5 comprised in Survey NO.3/10 in an extent of 0.21.5 comprised in Survey No.3/11 in an extent of 0.09.5 comprised in Survey No.3/12 at Valayamadevimelpathi Village Virudhachalam Taluk Cuddalore District without due process of law or under the Tamil Nadu Acquisition of land for industrial purposes Act 1997 for the Industrial purposes 1997 under the Right to Fair Compensation Act 2015.

For Appellant ... Mr. R. Karunakaran
For respondents ... Mr. T. M. Pappiah
Special Government Pleader
for R.R.1 and 2.

J U D G M E N T

(Judgment of the Court was made by S.MANIKUMAR,J)

Challenge in this appeal is to an order in W.P.No.37593 of 2015, dated 2/3/2016, by which, the writ Court refused to issue a writ of mandamus, directing the respondents herein, to provide fair compensation for the lands of the petitioner, in an extent of 0.41.5 comprised in Survey No.3/4, in an extent of 0.16.0, comprised in Survey No.3/8 in an extent of 0.15.0, comprised in Survey No.3/9 in an extent of 0.09.5, comprised in Survey No.3/10 in an extent of 0.21.5, comprised in Survey No.3/11 in an extent of 0.09.5, comprised in Survey No.3/12 at Valayamadevimelpathi Village, Virudhachalam Taluk, Cuddalore District, without due process of law or under the Tamil Nadu Acquisition of land for industrial purposes Act 1997 for the Industrial purposes 1997 under the Right to Fair Compensation Act, 2015.

2. Material on record discloses that lands were acquired from the petitioner's father. After issuing notice, to the land owner, Award No.85 of 2007, has been passed on 12/12/2007, by the Tahsildar (Land Acquisition No.III), Neyveli 2, Cuddalore District. Not satisfied with the same, petitioner's father has sought for enhancement of compensation. Matter has been referred to the Lok Adalat in Case No.141 of 2012. Petitioner's father, Pitchai Muthu, participated in the Lok Adalat.

3. After going through the material on record and with the consent of the land owner, Lok Adalat, vide order, dated 5/3/2012, passed a consent award, recording full settlement of Rs.13,28,578/-. Details of the Award are extracted hereunder:-

"This case has been sent as per the consent of both parties as per Section 19 of the Cuddalore Legal Service Authority Act 39/1987. As per the above before the presence of all the parties, the second respondent Neyveli Lignite Corporation vacated the claim of additional compensation and handed over the possession of the land and in respect of the above openly discussed and negotiated and as per their consent finalized the award has been passed before us and signed by the parties to the award.

The claimants filed petition claiming additional compensation for his properties and filed affidavit on the basis the amount has been finalized as the full final and full quit settlement mentioned below:-

The consolation amount along with interest stated in the index 2 as per the Tamil Nadu Land Acquisition for the Industrial Purposes Act 10 of 1999. As per the consent award, I have accepted the award which is awarded for my lands which was taken possession for the loss/damages which includes all. The award amount there is no additional compensation or carried over charges for the above said award and the same is accepted by both parties. It is obviously decided that in respect of the properties the legal heirs if any claimed damages or additional damages after his consent award before the Court for which the claimant himself settles on his own. The award properties were handed over to the second respondent as per this consent award. If any person other than the claimant demanded any property right for which the claimant himself admitted that they have no right to to claim over the property if any claims come forward in the near future the claimant undertakes and agreed to settle on his own responsibility. The property found in the index-1 has been handed over by the claimant to the second respondent in presence of the first respondent and the second respondent without any encumbrance obtained possession of the same. The claimant have not in possession of the Index-1 mentioned properties and agreed that it was handed over to the second respondent. If any dispute arose in respect of the schedule property through the claimant or interest claimed by any parties or any interference with the possession of the second respondent. The claimant will be held for the criminal offence and Contempt of Courts Act and the claimant agreed to amenable for all the liabilities.

The claimant had agreed fully without any advice from any quarters on his own violation with full of consent agreed the joint consent award. Both the claimant and respondents have signed the consent award after agreed read over and heard the contents and after full satisfaction and agreed to get the consent award for Rs.13,28,578/- (Rupees Thirteen lakhs twenty eight thousand five hundred and seventy eight only). Hence both parties have accepted the consent award and the award has

been passed on both side consent and prayed the Lok Adalat passed an award.

INDEX - 1 (Particulars of Acquisition of Lands)

Village Name:Valayamadevi Melpathi

Group No.1

Award No.85 and Date 85/2007-12/12/2007

S.No.	S.No and sub-survey No.	Classification	Extent in Hector
1	3/4	RD	0.415000
2	3/8	RD	0.160000
3	3/9	RD	0.150000
4	3/10	RD	0.095000
5	3/11	RD	0.215000
6	3/12	RD	0.95000
		Total	1.130000 Hector or 2.791100 Acres

INDEX - 2 (Particulars of Acquisition of Lands)

Classif i- cation	Extent in Hectors	Amount fixed by the Land Acquisit ion Officer in Hectors	Value of land as per the award passed by the Land Acquisit ion Officer in Rs. (2) x (30	Re- class ifica tion	Agreed rate of land by the parties in Acres	Parties at present accepted the value in rupees (2) x (60 x 2.47
(1)	(2)	(3)	(4)	(5)	(6)	(7)
RD	1,13,00 00	213018	240710.3 4	ID	600000	1674660. 00
Total	1,13,00 00	Hector	240710.3 4	A	B	1674660. 00
Or	2,79110 0	Acres				

INDEX - 3 (Compensation amount awarded by the Acquisition of Lands)

I. Value of Land Trees and Building	Rs.	II. Only for Lands Rs.	Note
Land value as per Index 2 A	2,40,710.34		
Value of Trees	0.00		
Value of Well	0.00		
Value of the Building	0.00		
Total Value	2,40,710.34	2,40,710.34	Index 2 "A"
Solatum amount of 30%	72,213.10	72,213.10	
12% interest (20/10/06-12/12/07)	33,158.67	33,158.67	
Advance Assignment interest	0.0	0.0	
Total	3,46,082.11	3,46,082.11	
Recovery if any			
Income Tax			Not accepted
Others	0.00		Not accepted
As per given compensation Amount	3,46,082.11	3,46,082.11	
Amount given	3,46,082.00	3,46,082.11	"C"

INDEX - 4

(The award amount accepted by both parties through people's Lok Adalat)

Parties accepted the Land cost as per Index - 2 "B" ... 16,74,660.00

Recovery if any ... -----

Already given amount as per Index 3 "C" ... 3,46,082.11

Actual amount given	...	13,28,577.89
Other recovery (Income Tax)	...	0.00
Payable award amount	...	13,28,577.89

Rounded off Total		13,28,578.00

ACCEPTANCE

I, Pichaimuthu, S/o. Anjapuli, have received Rs.9,47,278/- (Rupees Nine lakhs forty seven thousand two hundred and seventy eight only) from Neyveli Lignite Corporation Limited through Cheque No.912481 dated 3/3/2012 after deducting the Bank loan of Rs.3,81,300/- (Rupees Three lakhs eighty one thousand and three hundred only) and after deduction of income tax, if any out of the award amount of Rs.13,28,578/- (Rupees Thirteen lakhs twenty eight thousand five hundred and seventy eight only) for which this is receipt for full satisfaction. Hereafter for the above subject, I undertake that I will not claim any additional compensation and I have no right to approach the Court and if any right existed I have lost all the right as per this consent award and at any circumstances I will not claim any additional compensation and undertake that I will not encroach upon the property possession given to the respondent. I further states that I assure that there is no other legal heirs have any right over the property and if any right claim demanded and the same will be settled on my part and I have no continuation of claim in the above said property. सत्यमेव जयते

I have mortgaged the subject property of the award in the Bank and the respondents shall pay the amount of Rs.3,81,300/- (Rupees three lakhs eighty one thousand and three hundred only) to Virudhachalam Taluk Housing Co-operative Society on my behalf and in the event of deducting the same, I have no objection for the same. With my consent the Special Tahsildar No.2 had handed over the cheque bearing No.912482 dated 3/3/2012 to the Secretary, Virudhachalam Taluk Housing Co-operative Society.

A W A R D

The matter is amicably settled as above before the Lok Adalat and we pass the award in terms of the above settlement."

4. After three years and seven months, writ petitioner is stated to have sent a representation, dated 27/10/2015, to the respondents, to pay interest at the rate of 24%, on the award amount to Rs.13,28,578/-, from 12/12/2007 to 5/3/2012 and to pay enhanced compensation under the Right to Fair Compensation Act, 2013.

5. Contending inter alia that the said representation remained unanswered, the petitioner has filed W.P.No.37593 of 2015, for a mandamus as stated supra.

6. Going through the material on record and submissions made, the writ Court has observed that the petitioner's father was a signatory to the Lok Adalat settlement and the consequential award, dated 5/3/2012, and during the life time of the petitioner's father, no steps have been taken by him to reopen the award proceeding. The Writ Court has also observed that when the land owner, had consciously accepted the award, instant writ petition filed after three years is misconceived. On the above grounds, writ petition has been dismissed.

7. Before advertng to the submissions of the appellant, this Court deems it fit to consider few salient provisions of the Legal Services Authority Act, 1987. Sections 19 and 21 of the said Act, reads as follows:-

19. Organization of Lok Adalats -

(1) Every State Authority or District Authority or the Supreme Court Legal Services Committee or every High Court Legal Services Committee or, as the case may be, Taluk Legal Services Committee may organize Lok Adalats at such intervals and places and for exercising such jurisdiction and for such areas as it thinks fit.

(2) Every Lok Adalat organized for an area shall consist of such number of-

(a) serving or retired judicial officers; and

(b) other persons,
of the area as may be specified by the State Authority or the District Authority or the Supreme Court Legal Services Committee or the High Court Legal Services Committee or, as the case may be, the Taluk Legal Services Committee, organizing such Lok Adalat.

(3) The experience and qualifications of other persons referred to in clause (b) of sub-section (2) for Lok Adalats organized by the Supreme Court Legal Services Committee shall be such as may be prescribed by the Central Government in consultation with the Chief Justice of India.

(4) The experience and qualifications of other persons referred to in clause (b) of sub-section (2) for Lok Adalats other than referred to in sub-section (3) shall be such as may be prescribed by the State Government in consultation with the Chief Justice of the High Court.

(5) A Lok Adalat shall have jurisdiction to determine and to arrive at a compromise or settlement between the parties to a dispute in respect of -

(j) any case pending before; or
(ii) any matter which is falling within the jurisdiction of, and is not brought before, any court for which the Lok Adalat is organized:

Provided that the Lok Adalat shall have no jurisdiction in respect of any case or matter relating to an offence not compoundable under any law.

21. Award of Lok Adalat - [(1) Every award of the Lok Adalat shall be deemed to be a decree of a civil court or, as the case may be, an order of any other court and where a compromise or settlement has been arrived at by a Lok Adalat in a case referred to it under sub-section (1) of section 20, the court-fee paid in such case shall be refunded in the manner provided under the Court Fee Act, 1870 (7 of 1870).]

(2) Every award made by a Lok Adalat

shall be final and binding on all the parties to the dispute, and no appeal shall lie to any court against the award.

7. Though Mr.R.Karunakaran, learned counsel for the appellant assailed the correctness of the award made by the writ Court, on the grounds inter alia that the Lok Adalat has failed to consider payment of interest from 12/12/2007 to 5/3/2012, when Lok Adalat No.141 of 2012 was decided, on 5/3/2012 and further contended that interest had been calculated only from 20/10/2010 to 12/12/2017 and therefore, order impugned before us requires interference, this Court is not inclined to accept the said contentions, for the reason that as per Section 21 of the Legal Services Authorities Act, 1987, "Every award of the Lok Adalat shall be deemed to be a decree of a Civil Court or, the case may be, an order of any other Court and where a compromise or settlement has been arrived at, by a Lok Adalat. Sub-Section 2 of Section 21 of the Act, states that every award made by a Lok Adalat shall be final and binding on all the parties to the dispute, and no appeal shall like to any Court against the award.

8. It can be seen from the above that with the consent of the land owner, Lok Adalat has passed an award, on 5/3/2012 which in terms of Section 21 of the Legal Services Authorities Act, 1987, is a decree. After nearly 3 years and 7 months, writ petitioner has sent a representation, dated 27/10/2015, to reopen a decree, which has reached finality. Even taking it for granted that remedy is provided under common law to challenge a decree, the same ought to have been within the period, provided therefor and that the aggrieved person has to plead and substantiate the grounds. Writ Court has categorically observed that the averments made in the affidavit do not specify any grounds.

9. Mandamus sought for, in effect would unsettle a decree, validly passed under the provisions of the Legal Services Authority Act, 1987. Contention of the petitioner that the writ Court has failed to advert to the non-payment of interest for the period stated supra, cannot be accepted, as the Lok Adalat Award No.85 of 2007 dated 5/3/2012, a decree, has reached finality long ago. For the reasons stated supra, we do not find any valid ground to interfere with the order of the writ Court.

10. Accordingly, this Writ Appeal is dismissed. No costs.

Sd/-
Assistant Registrar

//True Copy//

Sub Assistant Registrar

mvs.

Index: yes

website: Yes

To

1. The Collector of Cuddalore
Cuddalore District.
2. The Special Tahsildar
Land Acquisition No.III
Neyveli 2
Cuddalore District.
3. The Managing Director
Neyveli Lignite Corporation
Neyveli II
Cuddalore District.

+1cc to Mr.R. Karunakaran, Advocate, S.R.No.5007
+1cc to the Government Pleader, S.R.No.5303

ak(CO)
md(13/02/2017)

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