

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 13.02.2018

Coram: The Honourable Mr. Justice N. SESHASAYEE

W.P.No.11703 of 2017

Asma Fathima

...Petitioner

Versus

1. The Chief Secretary,
Secretariat,
St.George Fort,
Chennai.
2. The District Collector,
Kancheepuram District.
3. The Tahsildar,
Unit - I, SIPCOT,
Sriperumbudur Expansion Scheme,
Sriperumbudur - 602 105.

...Respondents

Writ Petition filed under Article 226 of the Constitution of India praying for issuance of a Writ of Mandamus directing the respondents to refer the petitioner's claim dated 05.04.2016, 07.04.2017 for enhancement of compensation accumulating the penal interest in respect of the property at Survey No.44/2, Pallanallur Village, Sriperumbudur Taluk, Kancheepuram District to the appropriate Civil Court under Section 8(1) of the Tamil Nadu Acquisition of Lands for Industrial Purposes Act, 1997 and also take necessary action against Special Tahsildar Unit - 4, SIPCOT, Sriperumbudur namely Rani.

For Petitioner : Mr.G.Mohammed Aseef

For Respondents : Mr. M. Karthikeyan,
Additional Government Pleader

ORDER

The present petition is filed seeking a Writ of Mandamus to direct the respondents to refer the matter to the Civil Court under Section 8(1) of the Tamil Nadu Acquisition of Land for Industrial Purposes Act, 1997 (hereinafter referred to as "Act"). The brief facts are that the petitioner owned a plot of land measuring to an extent of 2,400 Sq.ft situated in Pallanallur Village, Sriperumbudur Taluk, Kancheepuram District, and that he has purchased the aforesaid land in 1986, and the

same was sought to be acquired by the Government under the provisions of Tamil Nadu Acquisition of Land for Industrial Purposes Act, 1997. According to the third respondent/Special Tahsildar, compensation payable was quantified at Rs.190/- per Sq.ft., and a cheque for Rs.4,56,000/- dated 13.11.2014 was also issued. As this amount does not represent the market value of the property, the petitioner seeks the Authority to refer the matter to the Civil Court in terms of Section 8 of the said Act.

2. In the counter affidavit filed by the respondents, it is submitted that an award was passed based on an agreement consensually made between the parties under Sec. 7(2) of the Act, and where an award was passed under Section 7(2) of the Act, Reference under Section 8 of the Act is not available, and as per the scheme of the Act, Reference is available only for awards passed under Sec.7(3) of the Act. Further, possession of the petitioner's property was taken in 2013 itself and the petitioner has claimed only interest in terms of Section 12 of the Act and nothing more.

3. Heard Mr.G.Mohammed Aseef, learned counsel for the petitioner and Mr.M.Karthikeyan, learned Additional Government Pleader for the respondents.

4. Mr.M.Karthikeyan, the learned Additional Government Pleader made available the original files pertaining to acquisition which contained the agreement in a printed form, duly executed by the petitioner. A copy of the said agreement was circulated to the counsel for the petitioner earlier to enable him to obtain instructions from his client.

5. The learned counsel for the petitioner brought to the notice of the Court that there is some discrepancy in the matter, that the said agreement was executed only during the pendency of this Writ Petition. He also suspected the signature of the petitioner in the agreement. In reply, the learned Additional Government Pleader submitted that it is not so.

6. The issue is not when the agreement was executed but whether an agreement at all was executed. Here this Court finds merit in the submission of the learned Additional Government Pleader. It may be that on the date the petitioner came forward with this petition, he might have had a cause of action. But the same was lost to him today. Therefore, nothing survives in this case since under the provisions of Tamil Nadu Acquisition of Land for Industrial Purposes Act, 1997, a reference is contemplated only as against an award passed under Section 7(3) of the Act and not when compensation was determined in an consensual agreement under Section 7(2) of the Act.

7. During the course of hearing, some arguments were heard suspecting the genuineness of the signature of the petitioner in the agreement, but it is made clear that the same cannot be decided in this proceedings, and if at all the petitioner has any such right, the same may have to be decided in a separate proceeding before appropriate forum. In this regard it shall not be forgotten that the petitioner has already received the compensation quantified.

8. In conclusion, this Court does not find any merit in the petition. Therefore, this Writ Petition is dismissed. No costs.

9. This order however does not deny the petitioner to receive interest or such other benefit which she is otherwise entitled to receive. No costs.

-s/d-

Assistant Registrar(CCC)

True Copy

Sub-Assistant Registrar

mrr

To

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Secretariat,
St.George Fort,
Chennai.
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+1 CC to Mr.G.Mohammed Aseef, Advocate sr 11441

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LRS (CO)
SP(04/06/2018)