

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 16.03.2018

Coram: The Honourable Mr. Justice N. SESHASAYEE

W.P.No.8110 of 2015

N.Gurumurthy

...Petitioner

Versus

1. The District Collector,  
Kanchipuram District,  
Collectorate Campus,  
Kanchipuram - 603 001.

2. The Special Tahsildar,  
SIPCOT - L.A.  
Oragadam Expansion Scheme Unit - I,  
Sriperumbudur Taluk,  
Kanchipuram - 602 105.

...Respondents

Writ Petition filed under Article 226 of the Constitution of India praying for a issuance of a Writ of Mandamus directing the respondents to pay the petitioner a sum of Rs.29,34,901/- being the balance amount paid to the petitioner in lieu of acquisition of the petitioner's land by disposing of petitioner's representation dated 22.05.2013.

For Petitioner : Mr.J.Ramakrishnan

For Respondents : Mr.Akhil Akbar Ali,  
Government Advocate

सत्यमेव जयते  
O R D E R

The case of the petitioner is that he owns a total of 6.5 grounds approximating 15,600 sq.ft in Plot Nos.318, 319, 320, 331, 332 and 333 in Survey Nos.51/3A, 3B, 3C & 51/5A in layout called 'Annai Therasa Nagar', Oragadam Village, Sriperumbudur Taluk, Kancheepuram District. The said property was sought to be acquired for purpose for the formation of an Industrial Estate by SIPCOT Expansion Scheme, Unit - I, in connection with a Notice dated 06.02.2007, under Section 3(2) of the Tamil Nadu Acquisition of Land for Industrial Purposes Act, 1997 (hereinafter referred to as "Act") was issued. Subsequently, an enquiry had taken place following which notification under Section 3(1) of the Act was issued. This was followed by a

notice from the second respondent dated 30.04.2007, wherein, Rs.2,50,000/- (Two Lakhs Fifty Thousand Rupees) per ground was offered as the offer price. The petitioner agreed to the same. Subsequently, on 25.05.2007, the Government have entered into three separate agreements with the petitioner under Section 7(2) of the Act for different plots of land at the agreed price of Rs.2,50,000/- (Two Lakhs Fifty Thousand Rupees) per ground. The petitioner's grievance is that in all he is entitled to be paid Rs.16,25,000/- (Sixteen Lakhs Twenty Five Thousand Rupees) plus the interest thereon from the date of taking possession till date of payment. The respondents have paid two cheques, one for Rs.8,74,575/- (Eight Lakhs Seventy Four Thousand Five Hundred and Seventy Five Rupees) dated 30.03.2011 and another for Rs.2,69,776/- (Two Lakhs Sixty Nine Thousand Seven Hundred Seventy Six Rupees) dated 06.09.2013, inclusive of TDS deductible. However, the entire compensation as is required to be paid in terms of the agreement that the second respondent had entered into with the petitioner has not been paid. Hence, now he has approached this Court with a prayer to issue a direction to the respondents to pay the petitioner a sum of Rs.29,34,901/- being the balance amount payable with interest.

2. Mr.Akhil Akbar Ali, the learned Government Advocate appearing for the respondents. No counter affidavit has been filed. He was instructed by Mr.S.Adishesan, Special Tahsildar (Land Acquisition) Oragadam Expansion Scheme, Unit - I, SIPCOT, Sriperumbudur, Kancheepuram District. The learned Government Advocate circulated a copy of the G.O.Ms.No.102 dated 16.04.2007, wherein, for unapproved Housing Layout not abutting main road, the compensation amount payable under Section 7(2) of the Act at Rs.1,50,000/- (One Lakh Fifty Thousand Rupees) and to that extent, a sum of Rs.2,50,000/- (Two Lakhs Fifty Thousand Rupees) per ground as mentioned in the agreement dated 25.05.2007 is wrong.

3. It is impermissible for an Authority authorized to act on behalf of the Government and who had entered into an agreement with a citizen on a promise to acquire the land at a price offered and consented, to resile from the contract. Respecting a promise so made is not just an aspect of contract but also an essential element of fairness in administration. To change the Rule after the contract was made is contrary to established principles and therefore this Court has little choice but to enforce the said contract and to direct the respondents to pay the compensation amount in terms of the agreement that it has voluntarily entered into with the petitioner. If, however, any particular Official has by his negligence has caused loss to the Government Exchequer, the Government is free to realise it from his salary or such every benefits from which it might be lawfully realise. Turning to merit itself, this Court witnessed some controversy regarding

the amount actually payable to the petitioner.

4. This petition is therefore disposed of with a modification and the petitioner is directed to present a fresh representation with better calculation-statement within four weeks from the date of receipt of a copy of this order, whereinafter, the respondent would dispose of the same again consistent with the agreement dated 25.05.2007 and make the payment within three months thereafter.

5. Accordingly, this Writ Petition is disposed of with the aforesaid modification and direction to the petitioner. No costs.

Sd/-

Assistant Registrar(CS VII)

//True Copy//

Sub Assistant Registrar

mrr

To

1. The District Collector,  
Cuddalore District,  
Cuddalore.
2. The Special Deputy Collector,  
Revenue Department,  
Land Acquisition Office No.3,  
Neyveli - 607 802.

Copy To

The Section Officer,  
Writ Section,  
High Court, Madras-104.

+1cc to Mr.J.Ramakrishnan, Advocate, S.R.No.3351

W.P.No.8110 of 2015

PPA(CO)  
CS/02/05/18