

HIGH COURT LEGAL SERVICES COMMITTEE, CHENNAI
National Lok Adalat organised by the High Court Legal Services Committee
Saturday, the 14th December 2019

NATIONAL LOK ADALAT AWARD

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

Presided over by

The Hon'ble Mr.JUSTICE G.K. ILANTHIRAIYAN

and

Members

Mr.A.Manivasakan, District Judge (retd)

Mrs.Sudharshana Sunder

W.P.NO.15855 of 2016
and W.P.No. of 2016

The Secretary

Corporate Office,

Neyveli Lignite Corporation Limited

Neyveli – 607 801.

.. Petitioner

/versus/

1.The Special Tahsildar No.3
Land Acquisition, Neyveli.

2.Senthil Kumar

.. Respondents

This case is taken up for settlement before this Lok Adalat. Both the parties are present. Mr.N.Nithianandam, learned counsel for the petitioner and Mr.V.Prabhu, learned Government Advocate for the first respondent are present. After mutual discussion, negotiation, mediation and conciliation between both parties, they arrived at a compromise to settle the matter as follows:

TERMS OF SETTLEMENT

Challenging the impugned reference dated 05.05.2015 sent by the first respondent under Section 18(1) of the Land Acquisition Act to the Court concerned, the present writ petition came to be filed by the petitioner/Management.

2.During the pendency of this writ petition, the second respondent/claimant has come forward with a settlement with the petitioner/management and has agreed to receive a sum of Rs.29,64,000/- per Hectares and the same has also been accepted by the petitioner/management. Accordingly, both the parties have entered into a memo of compromise on 14.12.2019, as per which, it is unequivocally agreed between the parties that after deducting the sum already received from the Land Acquisition officer, the

G.K.ILANTHIRAIYAN, J.

rk/smn

second respondent/claimant/land owner is entitled to and agreed to receive Rs.1,11,612/- as full and final settlement of all claims relating acquisition of the subject property. Consequently, the said amount has been received by the second respondent/claimant by way of cheque bearing No.401003 dated 14.12.2019 drawn on Indian Bank, Neyveli and the same has been duly acknowledged by him vide receipt dated 14.12.2019. A memo of compromise entered into between the parties has also been filed to that effect.

3.In view of the above, this writ petition stands disposed of in terms of the aforesaid memo of compromise. The Memo of compromise dated 14.12.2019 signed by both the parties, shall form part of this order. Consequently, connected miscellaneous petition is closed.

The Secretary, Corporate Office,
Neyveli Lignite Corporation Limited
Neyveli – 607 801.

Counsel for Petitioner

1.The Special Tahsildar No.3
Land Acquisition, Neyveli.

2.Senthil Kumar

Counsel for Respondents

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

The full Court fee paid shall be refunded to the appellant in the manner provided under Section 69-A of the Tamil Nadu Court-Fees and Suits Valuation Act, 1955 and 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.

Judge

Member

Member

To:The parties/Advocate concerned

Copy to:

- 1.The Special Sub Court for LAOP cases, Cuddalore.
- 2.The Special Tahsildar No.III, Land Acquisition, Neyveli.
- 3.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.+2 copies



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