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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 08.07.2019

CORAM:

THE HON'BLE MR.JUSTICE S.MANIKUMAR  
AND  
THE HON'BLE MR.JUSTICE SUBRAMONIUM PRASAD

WP. No.11229 of 2019

S.Marimuthu

... Petitioner

vs.

1. The Administrator General & Official Trustee,  
High Court Buildings,  
High Court,  
Madras - 600 104.

2. The Government of India,  
Ministry of Corporate Affairs,  
Office of the Registrar of Companies (ROC),  
No.26, Haddows Road,  
Shastri Bhavan,  
Chennai - 600 006.

3. The Secretary,  
Health and Family Welfare Department,  
Fort St. George,  
Secretariat,  
Chennai - 600 009.

4. The President,  
Medical Council of India,  
Docket - 14, Sector 8,  
Dwaraka, Phase I, New Delhi - 110 077.

5. The Secretary,  
University Grants Commission,  
Bhadurshah Zafar Marg,  
New Delhi - 110 002.

6. The Secretary,  
Vigilance Cell,  
University Grants Commission,  
New Delhi.



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7. The Superintendent of Police,  
CBCID Office,  
(Crime Branch Crime Investigation Department)  
Metro Wing,  
Egmore, Chennai - 600 008.

8. The Collector,  
Kanchipuram District,  
Tamil Nadu.

9. The Secretary,  
Housing and Urban Development Department,  
Fort St. George,  
Chennai - 600 009.

10. The Chennai Metropolitan Development Authority,  
Rep. by its Member Secretary,  
Thalamuthu Natarajan Building,  
No.8, Gandhi Irwin Road,  
Egmore, Chennai - 600 008.

11. The Registrar,  
Bharat Institute of Higher Education and Research,  
No.173, Agaram Road, Selaiyur,  
Chennai - 600 073.

12. Sri Balaji Medical College and Hospital,  
Zamin Pallavaram,  
Chrompet, Chennai.

13. Chrome Leather Company Limited,  
Rep. by its Directors, Dr.S.Jagatratchagan,  
No.7, M/s.Chrome Leather Company, Works Road,  
Chromepet,  
Chennai - 600 044

... Respondents

WRIT Petition filed under Article 226 of the Constitution of India, praying for the issuance of a writ of mandamus, for a direction to the 1st respondent to take possession of the assets of the above named deceased Mrs.Ida L. Chambers namely, land measuring of an extent of 268 acres comprised in Document No.530 of 1944, Zamin Pallavaram Village, Thiruneermalai, Chennai - 600 044.

For Petitioner : Mr.Ramakrishnan Viraraghavan, Sr. counsel  
for Mr.P.Jayapaul

Mr.B.Rabu Manohar - R2, 5 & 6

Mr.M.Baskaran for AG 01-R1



## ORDER

(Order of the Court was delivered by SUBRAMONIUM PRASAD, J)

The instant public interest litigation, is for a writ of mandamus, directing the Administrator General and Official Trustee, to take possession of land and administration of 268 acres, mentioned in a document bearing No.530 of 1944 belonging to deceased Mrs.Ida L.Chambers.

2. One Murugu Pillai owned lands in Chrompet, Chennai and other places. He was declared insolvent in Insolvency Proceedings viz., I.P.No.277 of 1917 and his property was vested in Official Assignee. The Official Assignee brought the properties for sale and in the auction one George Alexander Chambers, was the highest bidder. He was running business under the name of M/s.Chrome Leather Company. The properties were conveyed to George Alexander Chambers vide sale deed registered as Document No.2192 of 1917 Book-I, Volume 189 at pages 292 to 296, SRO, Saidapet.

3. George Alexander Chambers, married thrice. His first wife Mrs.Ethyl Mary Chambers passed away on 23.02.1924. After her death he married Mrs.Margaret Agnes on 28.06.1924 and on her death (02.02.1927), he married for the 3rd time a lady by name Mrs. Ida Lousia Chambers on 18.12.1930.

4. George Alexander Chambers passed away on 16.11.1937. Through his first wife Mrs. Ethyl Mary Chambers, he had 3 children viz., a son [K.H.Chambers] and two daughters [Dora and Sheela Flora]. His son K.H.Chambers passed away on 29.11.1989. He had a son by name George Joseph Chambers. Two daughters of Mrs.Ethyl Mary Chambers passed away without having any children.

5. George Joseph Chambers, Son of K.H.Chambers also married twice. He married Mrs. Margaret Plate. Through her he had one son Julient Chambers. He married another woman by name Saroja and through Saroja, he had 5 children.

6. George Alexander Chambers had a son viz., Roy Edwin Medcalf Chambers through his second wife i.e., Mrs.Margaret Agnes, and the said Roy Edwin Medcalf Chambers had five children.

7. As stated earlier, George Alexander Chambers has started business as Proprietor of M/s.Chrome Leather Company. He had another business in the name of M/s. Chambers and Company. Before he passed away on 16.11.1937, he executed his last Will on 18.12.1930 and also added a codicil to the Will on 28.05.1931. Letters of Administration was granted on the Will



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of George Alexander Chambers by High Court of Madras in Order dated 15.03.1938 in OP No.57 of 1938. The two companies were converted into a Private Limited Company and incorporated under the Indian Companies, Act 1913 (Act VII) as M/s.Chrome Leather Company Private Limited.

8. The Executors of Will of late George Alexander Chambers executed a sale deed on 14.03.1944 in respect of properties comprised in S.No.407, 499, 500, 510, 502, 504, 519, 524 and 529 in Collanchavadi Village, Zamin Pallavaram in favour of M/s.Chrome Leather Company Limited. The said sale was challenged by Roy Edwin Medcalf Chambers. He filed C.S.No.46 of 1963 in the High Court of Madras. Mrs.Ida L.Chambers also filed CS No.2 of 1964 against Roy Edwin Medcalf Chambers for effecting sale of 7000 shares held by them to M/s.Chrome Leather Company Limited. A compromise was entered into between the parties on 19.02.1965. The relevant portion of the compromise deed reads as under:

1. That the trust created as a result of the Will of the late G.A.Chambers, be and is hereby put an end to and Mr.Ida L.chambers and Mr.Roy Edwin Medcalf Chambers and his heirs do divide the corpus of the property (belonging to the testator the late G.A.Chambers) so as to enable them to obtain an absolute estate in whatever properties they hold thereafter;

2. That the following securities standing in the name of the trustees and belonging to Mr.Roy Edwin Medcalf Chambers , shall be transferred to him, the plaintiff herein and upon such transfer, the said Roy Edwin Mecalf Chambers shall take necessary steps to get the said securities transferred in his name;

- |                                  |                     |
|----------------------------------|---------------------|
| (a) 4% Madras Loan 1964 Stock    | ----- Rs.1,10,000/- |
| (b) 4% Madras Loan Pronotes      | ----- Rs. 88,000/-  |
| (c) 3% Ten Year Treasury Savings |                     |
| Deposit Certificates             | ----- Rs. 50,000/-  |
|                                  | ----- Rs.2,48,000/- |

3. That the portion of Lecots Buildings at No. -26, Errabalu Chetty Street George Town, Madras-1, still belonging to Messrs. Chrome Leather Company Private Limited, be and is hereby transferred to the children of Roy Edwin Medcalf Chambers, the Plaintiff herein in the following shares,

- (a) One-fifth to Conrad Lionel-Chambers
  - (b) One-fifth to Raymond Lourenoe Chambers
  - (c) One-fifth to George Alexander Chambers
  - (d) One-fifth to Mario L Ambrion Chambers
- and



(e) One-fifth to Maria do Fatima Loucia Chambers

During the minority of any child, his/her share in the property will be held on his/her behalf by his/her parents. Mr. Roy Chambers and mother, Mrs. Elsa L. Chambers who may utilize the income thereon for the maintenance and benefit of such child.

4. That, during the minority of any child mentioned clause (3) supra, his/her share in the said property shall be held on his/her behalf by his/her parents; Roy Edwin Medcalf Chambers and (Mrs.) Elsa L. Chambers and they shall be at liberty to utilise the income therefrom for the maintenance and the benefit of such child.

5. That, Roy Edwin Medcalf Chambers, the plaintiff herein, shall be paid a sum of Rs.3,00,000/- (Three Lakhs Only) in half yearly installments of Rs.30,000/- (Thirty Thousand) every six months and the first of such installments shall be paid within six months from this date (i.e.,) on or before 19.08.1965;

6. That Mrs. Elsa L. Chambers, wife of the plaintiff herein, shall be paid a sum of Rs.2,00,000/- (Two Lakhs only) in half yearly installments of Rs.20,000/- (Twenty Thousand) every six months and the first of such installments shall be paid within six months from this date (i.e.,) on or before 19.08.1965;

7. that each of the minor children of Roy Edwin Medcalf Chambers, viz., (i) Conrad Lionel Chambers, (ii) Raymond Loureno Chambers (iii) George Alexander Chambers (iv) Maria L Ambrich Chambers (v) Maria de Fatima Louoia Chambers shall be paid a sum of Rs.1,00,000/- (Rupee one lakh) in half yearly installments of Rs.10,000/- (Ten Thousand) every six months and the first of such installments shall be paid within six months from this date (i.e.,) on or before 19.08.1965;

8. That, notwithstanding the directions mentioned in clauses (5) to (7) supra. Mrs. Ida L. Chambers or Messrs. Chrome Leather Company (Private) Limited, shall be at liberty to pay the entire balance or any installments mentioned therein at an earlier date.

9. That interest at the rate of six percent per annum, from 19.02.1965 till the date of payment shall be payable on all capital sums due and mentioned in clauses 5 to 7 supra, and out of such interest, one half thereof shall be paid monthly and the balance shall be paid whenever possible and that any balance



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of interest due as aforesaid at the end of every month shall be added to the capital.

10. That in case, there is any delay in the payments of installments of either capital or interest mentioned in clauses 5 to 7 and 9 supra; by more than three months the entire unpaid balance amount then due shall become payable forthwith; and the parties shall be at liberty to collect the said amount from Mrs. Ida L. Chambers and Messrs. Chrome Leather Company (Private) Limited as a money decree;

11. That, subject to the payments, as directed in Clauses 5 to 7 and 9 supra, the balance of the property belonging to the trust or to Messrs. Chrome Leather Company Private Limited, shall belong absolutely to Messrs. Ida L. Chambers or neither Roy Edwin Medcalf Chambers nor his wife nor his children nor their heirs, shall have any manner of claim regarding this aforesaid property and that no civil or criminal proceedings shall lie against Messrs. Ida L. Chambers or Messrs. Chrome Leather Company Private Limited, or the trustees of the estate of the Late. G.A. Chambers, or the heirs or successors of any of them in respect of anything done or omitted to have been done (before the compromise is approved by this Court) or in respect of any matters arising out of the administration of the estate of the late G.A. Chambers, the affairs of Messrs. Chrome Leather Company Private Limited or this agreement other than the implementation of this agreement by the parties hereto;

12. That the entire property of Messrs. Ida L. Chambers and of Messrs. Chrome Leather Company Private Limited shall be a charge for the payment of any sums due under this decree;

13. That all proceedings pending in respect of this matter shall be withdrawn; and

14. That the Trustees and the Directors be and are hereby discharged of all liabilities in respect of the estate of the late G.A. Chambers.

15. That the National and Grindlays Bank Limited do handover the Roy Edwin Medcalf Chambers, the securities mentioned in clause (2) supra, and upon such transfer, the said Roy Edwin Medcalf Chambers shall take necessary steps to get them transferred to his name.

#### SCHEDULE

#### MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT executed this 7th day of January 1965, between Mrs. Ida L. Chambers,



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residing at No.3, Bungalow, Lake Road, Chromepet, Madras-44, of the First Part, and M/s. Chrome Leather Company Private Limited, a company registered under the Indian Companies Act 1956, and having its registered office at Chromepet, of the Second Part and M/s.Roy Edward Medcalf Chambers, his wife Mrs. Elsa L.Chambers and his five minor children, (a) Conrad Lionel Chambers born on 13.08.1949, (ii) Raymond Loureno Chambers born on 08.08.1950 (iii) George Alexander Chambers born on 12.12.1951 (iv) Maria L Ambrich Chambers born on 18.01.1953 (v) Maria de Fatima Louoia Chambers born on 15.07.1954, represented by her father and natural guardian, Mr. Roy Edwin Medcalf Chambers all residing at No.18, Cathedral Road, Madras-6, of the Third Part

WHEREAS, Mrs. Ida L. Chambers along with other Trustees has been in possession of the entire estate of the Late G.A. Chambers comprised in the property belonging to M/s. Chrome leather Co. Pvt. Ltd Government securities and other properties in pursuance of the Will of the Late G.A. Chambers probated in O.P.No.57 of 1938 on 15.03.1938 and subsequent orders of Court;

AND WHEREAS differences have arisen between M/s. Roy Edwin Medcalf Chambers on one hand and Mrs. Ida L. Chambers and the Trustees of the estate along with other persons on the other;

AND WHEREAS the parties have been carrying on a protracted litigation both in the Civil and Criminal Courts since 1950 by way of applications, original suits, criminal proceedings, appeals and revisions in O.P.No.57 of 1938, C.S.No.165 of 1942, O.S.No.311 of 1950, O.S.No.46 of 1963, O.S.No.2 of 1964 and C.S.No.16485 of 1962 resulting in considerable damage to the estate;

AND WHEREAS the parties are desirous that all differences should be amicably settled so that the beneficiaries of the estate obtain some just and equitable apportionment of the estate without any restrictions on their enjoyment and the parties be able to enjoy their properties without any interference with or accounting to the others;

No this agreement WITNESSETH AS FOLLOWS;

1. The parties hereby agree that the Trust created as a result of the Will of the Late G.A. Chambers should be put an end to, and Mrs. Ida L. Chambers and Mr. Roy Edwin Medcalf Chambers and his heirs divide the corpus of the property so as to enable them to obtain an absolute estate in whatever



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properties they hold thereafter;

2. The following securities standing in the names of the Trustees and belonging to M/s.Roy Edwin Medcalf Chambers be transferred to him

- |                                  |       |               |
|----------------------------------|-------|---------------|
| (a) 4% Madras Loan 1964 Stock    | ----- | Rs.1,10,000/- |
| (b) 4% Madras Loan Pronotes      | ----- | Rs. 88,000/-  |
| (c) 3% Ten Year Treasury Savings |       |               |
| Deposit Certificates             | ----- | Rs. 50,000/-  |
|                                  | ----- | Rs.2,48,000/- |

3. That the portion of Lecots Buildings at No. -26, Errabalu Chetty Street George Town, Madras-1, still belonging to Messrs. Chrome Leather Company Private Limited, be and is hereby transferred to the children of Roy Edwin Medcalf Chambers, the Plaintiff herein in the following shares,

- (a) One-fifth to Conrad Lionel-Chambers
- (b) One-fifth to Raymond Lourenoe Chambers
- (c) One-fifth to George Alexander Chambers
- (d) One-fifth to Mario L Ambrich Chambers and
- (e) One-fifth to Maria do Fatima Loucia Chambers

During the minority of any child, his/her share in the property will be held on his/her behalf by his/her parents. Mr.Roy Chambers and mother, Mrs.Elsa L.Chambers who may utilize the income thereon for the maintenance and benefit of such child.

4. That, Roy Edwin Mecalf Chambers, will be paid a sum of Rs.3,00,000/- (Three Lakhs Only) in half yearly installments of Rs.30,000/- (Thirty Thousand) every six months and the first of such installments shall be paid within six months after the compromise is approved by Court.

5. That Mrs.Elsa L.Chambers, shall be paid a sum of Rs.2,00,000/- (Two Lakhs only) in half yearly installments of Rs.20,000/- (Twenty Thousand) very six months. The first of such installments shall be paid within six months after the compromise is approved by Court.

6. Conrad Lionel Chambers, Raymond Loureno Chambers, George Alexander Chambers, Maria L Ambrich Chambers, Maria de Fatima Louoia Chambers shall be paid a sum of Rs.1,00,000/- (Rupee one lakh) in half yearly installments of Rs.10,000/- (Ten Thousand) every six months. The first of such installments shall be paid on or before six months after the compromise is approved by Court.



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7. notwithstanding the above, it shall be open for Mrs. Ida L. Chambers or M/s.Chrome Leather Company (Private) Limited, to pay the entire balance or any installments at an earlier date.

8. Interest at the rate of 6% per annum, shall be payable on all capital sums due if this 6% half shall be paid monthly and the balance shall be paid whenever possible and the balance will be paid whenever possible. Any balance of interest due at the end of every month shall be added to the capital. Interest will be due from the date the compromise is approved by Court.

9. Should there be any delay in the payments of the installments of either capital or interest by more than three months the entire unpaid balance amount shall become forthwith payable and may be collected from Mrs.Ida L.Chambers and Messrs.Chrome Leather Co., (Pvt.) Limited as a money decree;

10.Subject to the payment of the above, the balance of the property belongings to the Trust or to Messrs.Chrome Leather Co., (Pvt.,) Ltd as well as Messrs.Chrome Leather Co.Pvt.Ltd shall belong absolutely to Mrs.Ida L.Chambers and neither Mr.Roy Edwin Medcalf Chambers nor his wife nor his children nor their heirs shall have any manner of claim regarding this property, and no civil or criminal proceedings shall lie against Mrs. Ida L.Chambers or Messrs.Chrome Leather G.A.Chambers or the heirs or successors of any of them in respect of anything done or omitted to have been done before the compromise is approved by court or in respect of any matters arising out of the administration of the Estate of the late G.A. Chambers, the affairs of Messrs Chrome Leather Company Private Limited or this agreement other than the implementation of this agreement by the parties hereto.

11.The entire property of Mrs.Ida L.Chambers and of Messrs Chrome Leather Company private Limited shall be a charge for a payment of any sums due under this agreement.

12.Both parties agree that all proceedings pending shall be withdrawn and that there are no differences whatsoever between the parties or the Trustees of the company and the Trustees and Directors shall be discharged of all liabilities in respect of the estate of the Late G.A Chambers.

13. The parties agree that the necessary



documents will be drawn up and applications filed in Court as soon as possible and orders obtained.

14. This Agreement shall be implemented as soon as the permission of Court is obtained.

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IN WITNESS WHEREOF, the parties have set their hands this day and year abovenamed.

9. It is the case of the petitioner that under the Compromise Decree, Mrs. Ida L. Chambers and Roy Edwin Medcalf Chambers and his legal heirs, divided the corpus of the properties among themselves. It is stated that M/s. Chrome Leather Company Limited was given to M/s. Ida L. Chambers and the Trustees / Executors were discharged from their liabilities in respect of the estate of late George Alexander Chambers. It is stated that as per the decree M/s. Chrome Leather Company Limited was wound up. Mrs. Ida L. Chambers entered into an agreement with one A. Nagappa Chettiar on 21.04.1965 to sell and alienate the entire share holdings in favour of A. Nagappa Chettiar. In pursuance of this agreement, Mrs. Ida L. Chambers sold the entire shares of M/s. Chrome Leather Company Limited to A. Nagappa Chettiar. Said A. Nagappa Chettiar, after purchasing the shares from Mrs. Ida L. Chambers, started running M/s. Chrome Leather Company.

10. On 14.06.1956, M/s. Chrome Leather Company Private Limited which was a Private Limited Company was converted to a Public Limited Company. M/s. Chrome Leather Company Limited after conversion took loans from Central Bank of India for credit facilities. M/s. Chrome Leather Company Limited defaulted in the payment of its dues to the bank. The bank therefore filed OS No. 314 of 1980 against the Company for recovery of due amount of Rs. 2.26 Crores. This suit also ended into a compromise on 19.10.1981. Under the terms of compromise, the bank had the right to sell the shares of the company, till the dues of the bank is satisfied. In pursuance of the same, certain properties were sold to one M/s. V.K.V. Charities, which nominated one Dr. Jagatratnachagan, to receive the shares of M/s. Chrome Leather Company Limited.

11. After becoming the Chairman, Dr. S. Jagatratnachagan, executed a Registered Lease Deed by giving lands measuring an extent of AC. 67.69 cents comprised in Survey Nos. 407/1B1, 407/1A1B, 407/22C, 500/47F, 501/2A, 502/3C, 502/6B, 504/21A1A, 519/1A1B, 529/282C, 407/22B1, 407/23A1, 407/24C, 407/26B1, 499/3A, 499/4B, 500/59F1, 500/59G1A, 500/59H1, 524/1B1A, 524/22C, 524/32B, 524/32B, 524/43A, 501/5, 504/4A, 502/7B, 504/3A, 524/32B, 524/43A, 502/7B, 504/3A, 407/22 of Zamin Pallavaram Village, in favour of a trust viz., M/s. Lakshmiammal



Educational Trust, which is running various educational institutions.

12. According to the petitioner, these properties could not be given on lease. According to the petitioner, as per the compromise decree extracted supra, M/s.Chrome Leather Company Limited, has been wound up and the properties vested absolutely with Mrs.Ida L.Chambers. According to the petitioner, after 19.02.1965 and in terms of the compromise decree M/s.Chrome Leather Company Limited, is not in existence, whatsoever all the assets belonged to Mrs.Ida L.Chambers, after 19.02.1965. According to the petitioner, Mrs.Ida L.Chambers, has executed a Will on 28.10.1949. The Administrator General and Official Trustee had filed OP No.156 of 1968 in this Court, that he may be directed to collect and take possession of the assets of Mrs.Ida L.Chambers and to hold deposit, realise, sell or invest the same, in accordance with the directions of this Court, till a proper administrator is appointed by this Court.

13. It is stated that by an order dated 23.08.1968, this Court in OP No.156 of 1968 directed the Administrator General and Official Trustee, to collect and take possession of the assets of Mrs.Ida L. Chambers. According to the petitioner, in pursuance of the order dated 23.08.1968, Mrs.Ida L.Chambers, could not have entered into any agreement. Order of this Court dated 23.08.1968 made in OP No.156 of 1968, reads as under.

In the matter of the Administrators - General Act 45  
of 1963

and

In the matter of the estate of Mrs.Ida Chambers,  
deceased.

No.3, Lake Road, Chromepet, Chingleput District.

The Administrator-General, Madras,  
having his Office at the High Court  
Buildings, Madras-1.  
Petitioner.

Petition praying (1) that two petition be treated as urgent and to dispense with notice, etc., (2) that (a) the petitioner be directed to collected and take possession of such assets: and (b) to hold, deposit, realise, sell or invest the same according to the directions of this Court and provisions of the Acct 45 of 1963 so far as the same are applicable to such assets till a proper administrator is appointed by this Court or until further directions of this Court.



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This original petition coming on this day before this Court for hearing in the proser co of the Administrator General of Madras, the petitioner herein appearing in person and upon reading the original petition and the letter marked as 'A' filed herein and the Court bearing satisfied that this is a proper case where the directions asked for by the Administrator General should be issued IT IS ORDERED that the Administrator General of Madras do collect and take possession of the assets of the abovenamed deceased Mrs.Ida L.Chambers and hold, deposit, realise, sell or invest such aspects according to the directions of this Court and to the provisions of Administrator General's Act 45 of 1963 so far as the same are applicable to such assets till a proper administrator is appointed by this Court.

Witness the Honourable Mr.Madavayya Anathanarayana, Chief Justice at Madras aforesaid, this 23rd day of August 1968. (1st day of Bhadra-1980-Sake)

14. According to the petitioner, the agreement between the Mrs.Ida L.Chambers and A.Nagappa Chettiar, was of no meaning. He has further stated that mere transfer of shares to A.Nagappa Chettiar, could not have transferred the ownership of the land to the Company, which was already transferred to Mrs.Ida L. Chambers under the compromise. According to the petitioner, after the compromise deed, the Company could not have possessed any property, which had been divided between Mrs.Ida L.Chambers and Roy Edwin Medcalf Chambers and the transfer of shares would not have the effect of transfer of assets of the Company, which do not belong to the Company.

15. The petitioner would therefore, contend that it is the duty of Administrator General and Official Trustee, to take possession of the assets of Mrs.Ida L.Chambers to the extent of 268 acres. He has also stated that he has also filed a criminal complaint with CBCID that the properties belong to Mrs.Ida L.Chambers has been wrongly taken possession by Dr.S.Jagatratchagan, who had purchased only the shares. FIR was also registered and that investigation is in progress under CBCID Crime Nos.2 of 2016 and 3 of 2016.

16. According to the petitioner, lease of the property to the Educational Trust, was not permissible under law. Therefore, petitioner has filed the instant Public Interest Writ



Petition, for a writ of mandamus, directing the Administrator General and Official Trustee, to take possession of land and administration of 268 acres, mentioned in a document bearing No No.530 of 1944 belonging to deceased Mrs.Ida L.Chambers.

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17. Heard Mr.Ramakrishnan Viraraghavan, learned senior counsel for the petitioner and perused the materials available on record.

18. At the outset, this Court fails to understand as to how this instant Public Interest Litigation is maintainable. The petitioner by this Public Interest Litigation has in fact sought for a declaration of title of the properties.

19. It is well settled that public interest litigation is extended to address the issues of poor and down trodden, especially, who are not in a position to approach the Court to voice their rights. Public Interest Litigation cannot be converted into a suit. Of late, there is a growing tendency of converting Public Interest Litigation to Publicity Interest Litigation.

20. The Hon'ble Supreme Court, has time and again, observed that there is, in recent years, a feeling which is not without any foundation that public interest litigation is now tending to become publicity interest litigation or private interest litigation and has a tendency to be counterproductive.

PIL is not a pill or a panacea for all wrongs. It was essentially meant to protect basic human rights of the weak and the disadvantaged and was a procedure which was innovated where a public-spirited person files a petition in effect on behalf of such persons who on account of poverty, helplessness or economic and social disabilities could not approach the court for relief. [Refer BALCO EMPLOYEES' UNION (REGD) Vs. UNION OF INDIA AND OTHERS (2002 (2) SCC - 333)].

21. There is no public interest involved. This Court cannot conduct a roving enquiry on disputes, which arise between parties inter se. This Court is also surprised as to how the petitioner has managed to obtain documents, to file this instant Public Interest Litigation. Therefore, there is something much more than what meets the eye.



22. In view of the fact that a criminal complaint has already been filed, and for the reasons stated supra, this Court is not inclined to entertain this public interest litigation. It is for the Administrator General and Official Trustee, 1st respondent herein to take whatever steps as required under law, for compliance of the order dated 23.08.1968. Instant writ petition is dismissed. No Costs.

Sd/-  
Assistant Registrar (CO)

//True copy//

Sub Assistant Registrar

ars/asr

To

1. The Administrator General & Official Trustee,  
High Court Buildings,  
High Court,  
Madras - 600 104.

2. The Government of India,  
Ministry of Corporate Affairs,  
Office of the Registrar of Companies (ROC),  
No.26, Haddows Road,  
Shastri Bhavan,  
Chennai - 600 006.

3. The Secretary,  
Health and Family Welfare Department,  
Fort St. George,  
Secretariat,  
Chennai - 600 009.

4. The President,  
Medical Council of India,  
Docket - 14, Sector 8,  
Dwaraka, Phase I, New Delhi - 110 077.

5. The Secretary,  
University Grants Commission,  
Bhadurshah Zafar Marg,  
New Delhi - 110 002.



6. The Secretary,  
Vigilance Cell,  
University Grants Commission,  
New Delhi.

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7. The Superintendent of Police,  
CBCID Office,  
(Crime Branch Crime Investigation Department)  
Metro Wing,  
Egmore, Chennai - 600 008.

8. The Collector,  
Kanchipuram District,  
Tamil Nadu.

9. The Secretary,  
Housing and Urban Development Department,  
Fort St. George,  
Chennai - 600 009.

10. The Member Secretary,  
Chennai Metropolitan Development Authority,  
Thalamuthu Natarajan Building,  
No.8, Gandhi Irwin Road,  
Egmore, Chennai - 600 008.

+1cc to Mr.T.Murugan for AG OT, Advocate SR.No.57579

+3cc to Mr.C.Ramesh, Advocate SR.No.56708

+1cc to Mr.B.Rabu Manohar, Advocate SR.No.57037

+1cc to Government Pleader SR.No.57307

WP. No.11229 of 2019

RSI (CO)  
GMY (19/08/2019)