

HIGH COURT FOR THE STATE OF TELANGANA
THE HON'BLE SRI JUSTICE V.RAMASUBRAMANIAN
AND
THE HON'BLE SRI JUSTICE ABHINAND KUMAR SHAVILI

APPEAL SUIT No.330 OF 2016
AND
WRIT PETITION No.20919 OF 2018

Date: 12.03.2019

Between:

A.S. No.330 of 2016:

M/s. Nutramax Organic Farms Private Limited.,
Banjara Hills, Hyderabad, rep. by its Director and
Authorized Signatory M.V. Aditya.

... Appellant

v.

P. Balraj S/o.P. Buchaiah,
R/o. Kothacheruvu Road, New Ganj Street,
Mahabubnagar and others.

... Respondents

W.P. No.20919 of 2018:

M/s. Nutramax Organic Farms Private Limited,
Banjara Hills, Hyderabad, rep. by its Director and
Authorized Signatory M.V. Aditya.

... Petitioner

v.

The State of Telangana, Rep. by its Principal Secretary,
Land Acquisition Department, Secretariat, Hyderabad
and others.

... Respondents

For Appellant in the appeal and Petitioner : Mr. S. Sridhar
in the writ petition.

For Respondents

: Mr. VSRMV Prasad
Mr. Madhusudhan Rao
Mr. R.N. Hemendranath
Reddy

Gist :
Head Note :
Cases Referred : Nil

**HONOURABLE SRI JUSTICE V. RAMASUBRAMANIAN
AND
HONOURABLE SRI JUSTICE ABHINAND KUMAR SHAVILI**

**APPEAL SUIT No.330 OF 2016
AND
WRIT PETITION No.20919 OF 2018**

COMMON ORDER: *(Per V. Ramasubramanian, J)*

Aggrieved by the dismissal of a suit for recovery of money, the plaintiff has come up with A.S. No.330 of 2016. The claim for recovery of money arose out of an agreement of sale dated 22.12.2011, in respect of an immovable property measuring an extent of Acs.75.23 guntas.

2. It appears that after the agreement of sale was entered into, a portion of the land that was the subject matter of the agreement of sale was acquired for Palamuru R.R. Lift Irrigation Scheme and an award was passed on 26.02.2018. Fearing that the payment of the entire award amount to the land owners may defeat their claims in the first appeal, the agreement holder came up with the writ petition in W.P. No.20919 of 2018, seeking a mandamus to injunct the Revenue and Land Acquisition Authorities from disbursing the compensation amount. On 26.06.2018, a learned Judge of this Court granted an interim order in W.P. No.20919 of 2018 interdicting the payment of the compensation to the land owners.

3. The first appeal being a regular first appeal of a monitory value that came within the jurisdiction of the Division Bench, it came up before this Bench. Finding that the disposal of the writ petition along with the first appeal would resolve the disputes between the same parties fully and finally, we directed the writ petition to be tagged along with

the first appeal after obtaining the orders of the Hon'ble Chief Justice. Accordingly, the writ petition was tagged along with the regular appeal.

4. After hearing the learned counsel appearing for the appellant/plaintiff in the first appeal, the respondents/defendants in the first appeal and the learned Government Pleader for Land Acquisition (TG), we suggested to the parties that the matter could be amicably resolved. The Director of the Company, which is the appellant in the first appeal and the petitioner in the writ petition, was present in Court on 19.02.2019 and he accepted a suggestion made by this Court for an amicable settlement. On instructions from his clients, Mr. R.N. Hemendranath Reddy, learned counsel for the land owners also agreed to the suggestion. Therefore, we passed an order on 19.02.2019 to the following effect:

“By virtue of an interim order passed by a learned Single Judge of this Court on 26.06.2018, the amount of compensation payable for the land acquired, totaling to about Rs.5,00,00,000/-, is now stuck with the Land Acquisition Officer. This is on account of a dispute between the petitioner in this Writ Petition and the unofficial respondents, who had an agreement for the sale of the property and on which a claim for refund has arisen in a collateral proceeding which is also pending on the file of this Court in A.S.No.330 of 2016.

Upon a perusal of the papers in the appeal and the Writ Petition, we suggested to the learned Counsel for the parties on both sides that if the petitioner in the writ petition is permitted to withdraw a sum of Rs.55,00,000/- out of the amount of compensation now available with the Land Acquisition Officer and if the unofficial respondents are permitted to withdraw the balance amount, all the disputes between all the parties may come to an end. On instructions, Mr.R.N. Hemendranath Reddy, learned Counsel for the unofficial respondents submitted that his clients are agreeable to the proposal. Mr.M.V. Aditya, the Director of the petitioner Company is present in Court and he is represented by Mr.S.Sridhar, learned Counsel. The learned Counsel as well as Mr.M.V. Aditya both agreed to the proposal so that an early settlement is much better than a victory after a long period of time.

In order to have the compromise reached between the parties in principle work out to its full without any further complications, we pass an interim order directing the Land Acquisition Officer namely the 3rd respondent herein to deposit into this Court, in the name of the Registrar (Judicial) the total amount of compensation now lying with him for disbursement to the unofficial respondents within a period of two weeks.”

5. It appears that pursuant to the aforesaid order, the Land Acquisition Officer has deposited a sum of Rs.3,62,43,750/- by way of a demand draft dated 01.03.2019, taken in the name of the Registrar (Judicial) of this Court. This is due to the fact that out of the total amount indicated in our order dated 19.02.2019, a portion has already been paid. This fact is not disputed and hence, the amount now deposited by the Land Acquisition Officer is accepted as correct. Mr. R.N. Hemendranath Reddy, learned counsel for the land owners has also filed an affidavit today. The affidavit is sworn to by all the four land owners, who are parties to the agreement of sale that became the subject matter of the first appeal.

6. It is stated in the affidavit filed by the respondents 4 to 7 in the writ petition and who are also respondents 1 to 4 in the first appeal that out of the total amount of compensation awarded by the Land Acquisition Officer, one of the four land owners has already received his share. Therefore, the remaining land owners have come to a mutual understanding. The mutual understanding is recorded in Paragraph Nos.5 and 6 of the affidavit sworn to by the respondents. These paragraph Nos.5 and 6 read as follows:

“5. It is submitted that since Mr. Santhosh Reddy, the respondent No.7 herein has already received/taken his amount of compensation awarded with regard to his land even before passing of the above stated interim order and as Mr. V. Manohar Rao, the 6th respondent herein, is not awarded any amount of compensation as of now in regard to his land, due to some procedural delay, we, the undersigned, have mutually come to an understanding that the above agreed amount of Rs.55,00,000/- is not be deducted from and out of the amount of compensation payable to P.Balraj and K. Purushotham i.e. the Respondent Nos.4 and 5 in W.P. No.20919 of 2018 and the same be paid to the writ petitioner and thereafter Mr. V. Manohar Rao and T. Santhosh Reddy, the respondent Nos.6 and 7 will reimburse/pay their share/contribution towards that Rs.55,00,000/- to Mr. P.Balaraj and K. Purushotham outside this Hon’ble court later.

6. Hence, we the undersigned, who are respondent Nos.4 to 7 in W.P. No.20919 of 2018, are hereby jointly pray this Hon'ble Court to deduct Rs.27,50,000/- (Rupees twenty seven lakhs and fifty thousand only) from and out of the amount of compensation payable to P.Balraj i.e. respondent No.4 and an amount of Rs.27,50,000/- (Rupees twenty seven lakhs and fifty thousands only) from and out of the amount of compensation payable to K.Purushotham i.e. the Respondent No.5 and pay the same to the writ petitioner and the remaining balance amount of awarded compensation may be paid to Respondents 4 and 5 respectively i.e., P. Balraj and K.Purushotham and pass such other order or orders in the interest of justice."

7. In the light of the above, the writ petition as well as the first appeal are disposed of to the following effect:

i) The Registrar (Judicial) shall make payment of a sum of Rs.55,00,000/-, by way of a cheque drawn in favour of the writ petitioner/appellant in the first appeal.

ii) From out of the balance amount lying with him, the Registrar (Judicial) shall issue a cheque for a sum of Rs.1,68,66,215/- in favour of the 1st respondent in the first appeal, who is also the 4th respondent in the writ petition.

iii) The balance amount shall be paid in favour of the 2nd respondent in the first appeal, who is also the 5th respondent in the writ petition.

iv) As a sequence, the writ petition will stand dismissed as infructuous and the first appeal will stand disposed of in terms of the compromise reached between the parties and there will be no order as to costs.

The miscellaneous petitions, if any, pending shall stand closed.

V. RAMASUBRAMANIAN, J

ABHINAND KUMAR SHAVILI, J

March 12, 2019

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HON'BLE SRI JUSTICE V.RAMASUBRAMANIAN

AND

THE HON'BLE SRI JUSTICE ABHINAND KUMAR SHAVILI



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