

HIGH COURT LEGAL SERVICES COMMITTEE, CHENNAI
Lok Adalat-II organised by the High Court Legal Services
Committee

Tuesday, the 28th day of January, 2020
LOK ADALAT AWARD

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

The Hon'ble Mr.JUSTICE M.VIJAYARAGHAVAN (Retd.)
and

Member

Mr.S.Panneerselvam

W.P.No.22932 of 2016 and W.M.P.No.19640 of 2016

Prayer :- Writ Petition filed for issuance of a writ of Certiorari to call for the records of the 1st respondent pertaining to the impugned reference in R.C.A./49/2008 dated 12.11.2008 and quash the same as illegal and contrary to Sec.18 of the Act 1894.

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

Vs.

1. The Special Tahsildar No.3
Land Acquisition,
Neyveli - 607 802.

2. Mr.Balasubramanian ... Respondents

This case came up for settlement before the Lok Adalat. Mr.A.Jayaraman, learned counsel for the petitioner is present. There is no representation for the respondents. Respondents 1 and 2 are present.

TERMS OF SETTLEMENT

Petitioner as well as their counsel and R1 and R2 are present. Though R1 and R2 counsel name printed in the cause list, they are not appeared today. Today the petitioner as well as R1 and R2 filed a Compromise Memo and request to pass orders in terms of the compromise. Petitioner represented by their official, viz., Mr.N.Sankara Narayanan, General Manager as well as R1 Special Tahsildar, viz., Ms.Jeyanthi and R2 viz., Balasubramanian are present and fairly conceded that they entered into a compromise and agreed terms of compromise entered into and they have put their signature in the compromise memo

today filed. Today the petitioner has handed over the cheque bearing No.401048 for Rs.78,130/- dated 28.01.2020 drawn on Indian Bank, Neyveli Main Branch to the second respondent / Balasubramanian present today. For the receipt of the same amount duly stamped receipt also filed along with Memo of Compromise. Perused the compromise memo and the same is recorded.

2. In view of the compromise entered into the entire claim made in LAOP No.283 of 2013 pending on the file of Special Sub Court for LAOP cases Cuddalore is settled out of Court and the said LAOP is closed accordingly and the Writ Petition is disposed of. Consequently connected miscellaneous petition is closed. The aforesaid Compromise is treated as part and parcel of the decree.

3. The full Court fee paid shall be refunded to the petitioner 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 and there shall be no demand for additional Court fee.

Sd/-
The Secretary,
Corporate Office,
Neyveli Lignite Corporation Limited,
Neyveli - 607 801.

Sd/-
Counsel for the Petitioner

Sd/-
1. The Special Tahsildar No.3
Land Acquisition,
Neyveli - 607 802.

Sd/-
2. Mr.Balasubramanian

Sd/-
Judge

Sd/-
Member

Sd/-
Assistant Registrar

//True Copy//

Sub Assistant Registrar

ENCL: Xerox Copy of Memo of Compromise

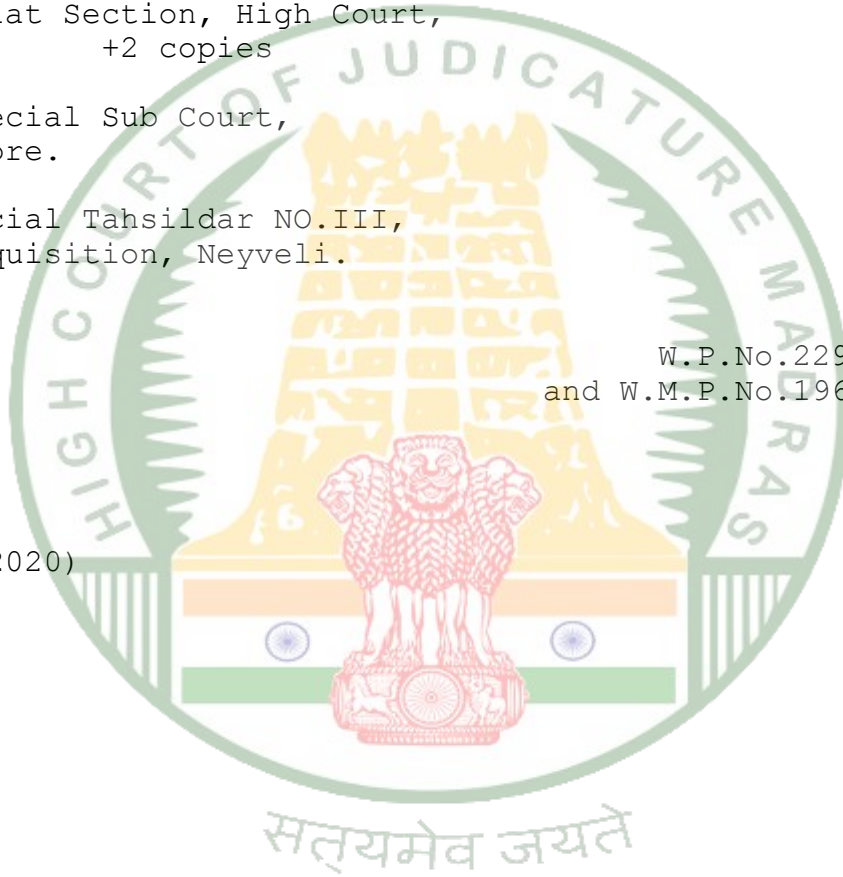
To: The parties/Advocate concerned

Copy to:

1. The Secretary,
High Court Legal Services Committee,
Chennai.
2. The Section Officer,
V.R. Section, High Court, Madras.
3. The Section Officer,
Lok Adalat Section, High Court,
Madras. +2 copies
4. The Special Sub Court,
Cuddalore.
5. The Special Tahsildar NO.III,
Land Acquisition, Neyveli.

W.P.No.22932 of 2016
and W.M.P.No.19640 of 2016

SVI (CO)
GN(28/02/2020)



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