

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 27.11.2020

CORAM:

THE HONOURABLE MR. JUSTICE N.ANAND VENKATESH

W.P.No.14541 of 2020

1 V.Ranjitham
2 R.Selvarajan
3 G.Venkatesan
4 G.Balasundaram
5 G.Chandrasekar
6 R.Manoharan
7 R.Vijayakumar
8 R.SureshKumar
9 Bakkialakshmi
10 Soundararaj
11 G.Venkatesh
12 Ramkumar
13 Kumar
14 Mahesh
15 V.Suresh
16 Vidhyasaker
17 Gandadevi
18 Parimala
19 Prabhu
20 Tamilselvi

...Petitioners

Vs.

1 The Government of Tamil Nadu
Rep. by its Secretary
Transport Department
Fort St. George Chennai 600 009.

WEB COPY

- 2 The District Collector
Coimbatore 641 018
- 3 The District Revenue officer
Coimbatore 641 018
- 4 The Airport Authority of India
Rep. by its Chairman
Rajiv Gandhi Bhavan
Safdur Jung Airport
New Delhi 110 003
- 5 The Airport Authority of India
Rep by its Manager
South Meenampakkam
Chennai.
- 6 The Director of Airports
Airport Authority of India
Coimbatore. ...Respondents

This Writ Petition is filed under Article 226 of the Constitution of India praying to issue a Writ of Mandamus directing the respondents 1 to 3 to pay compensation to the petitioners along with interest as per the agreement dated 06.03.2018 in terms of the orders dated 18.08.2020 made in batch of writ petitions in W.P. No. 2116 / 2017 by the Division Bench of this Honble Court considering the representation of the petitioners dated 28.08.2020 in respect of the lands of the petitioners in S.No. 502 and 503 Kalapatti village, Unit- II / Block No.15, Coimbatore North Taluk, Coimbatore District S.F.No. 23 comprised in S.No. 22 / 1C2 TS. No. 29 / 3B Singanallur Village, Coimbatore District, in accordance with law.

सत्यमेव जयते

For Petitioners : Mr.V.M.Venkatramana

For Respondents 1 to 3: Mr.V.Anandha Moorthy
Additional Government Pleader

For Respondents 4 to 6: M/s.SR.A.Arulmary

ORDER

This Writ Petition has been filed for the issue of a Writ of Mandamus directing the respondents 1 to 3 to pay compensation to the petitioners along with interest as per the agreement dated 06.03.2018 and in terms of the orders passed by the Hon'ble Division Bench in W.P.No.2116 of 2017 batch dated 18.08.2020.

2. The case of the petitioners is that they are the owners of the subject property situate at Kalapatti Village and Singanallur Village, Coimbatore District. The process of acquisition was initiated under the Tamil Nadu Acquisition of Land for Industrial Purposes Act, 1997. The petitioners did not challenge the notification issued under this Act and chose to enter into a private negotiation to convey the property at an agreed rate. The specific case of the petitioners is that on 06.03.2018, a consensus was arrived at between the parties and it was placed before the State Level Committee for approval. According to the petitioners, it was also approved by the first respondent. Thereafter, there was no progress and the petitioners also made a representation on 28.08.2020 in this regard to the first and second respondents. In the mean time, the Hon'ble Division Bench of this Court passed an order in a batch of Writ Petitions on 18.08.2020 and the petitioners claimed that this order squarely applies to their case also. Since there was no response from the respondents, the petitioners have approached this Court seeking for appropriate directions.

3. Heard Mr.V.M.Venkatramana, learned counsel for petitioners and Mr.V.Anandha Moorthy, learned Additional Government Pleader for respondents 1 to 3 and Mrs.SR.A.Arulmary, learned counsel for respondents 4 to 6.

4. The issue involved in the present Writ Petition is squarely covered by the judgment of the Hon'ble Division Bench in W.P.No.2116 of 2017 batch dated 18.08.2020. The relevant portions in the judgment is extracted hereunder:-

"59. When consent is given and an agreement to receive payment on certain terms and conditions is arrived at, then the same is a complete package and therefore, claiming of an additional amount as solatium or otherwise does not arise. The entire transaction cannot in any manner be treated less than a concluded agreement binding the consenting parties and the State Government as observed above. We, therefore, hold that the consent given and the negotiations finalized with regard to the rates was inclusive of all claims in respect to compensation subject

to the terms thereof. We may, however, clarify that after the agreement had been entered into and consent given, then any delay in payment would attract the payment of interest as indicated hereinafter.

60. If we go by the consent and agreed rates, then the amount sanctioned and approved by the District Level Committee and the State Level Committee and finally disbursed by the State Government would include all claims whatsoever. However, at this stage, Section 12 of the 1997 Act deserves to be noted. Section 12 of the 1997 Act reads as under:

12.Payment of interest.

When the amount is not paid or deposited on or before taking possession of the land, the Government shall pay the amount determined with interest thereon at the rate of nine per cent per annum from the time of so taking possession until it shall have been so paid or deposited.

61. A perusal of the said Section, in our opinion, leaves no room for doubt that in the instant case the possession was already with the Government, though on lease. However, for the purpose of the present case, it would be appropriate to presume that the date of taking over possession under the 1997 Act would be the date on which notification under Section 3(2) came to be issued. The petitioners would, therefore, be entitled to payment of interest after the notification under Section 3(2) at the rates prescribed therein till date. The deduction will however be made in respect of any amount of lease rent paid beyond the date of the notification under Section 3(2) of the 1997 Act. Apart from this, the petitioners themselves obtained an interim order of status quo and other orders restraining the respondents from raising constructions in the present batch of writ petitions. The petitioners had given up their challenge to the acquisition notification as is recorded in the order dated 25.3.2019 and acknowledged by the Court in the order dated

12.9.2019. In the said circumstances, this period between the grant of the stay order up to the stage of surrender made to the challenge of the notification i.e., 25.3.2019 has to be excluded for the purpose of award of interest. The petitioners would however be entitled for interest after deductions as aforesaid. This would be only in respect of those petitioners, who had given their consent and on whose behalf the surrender to the challenge had been made on 25.03.2019 before this Court. "

5. The learned Additional Government Pleader appearing on behalf of the respondents 1 to 3 submitted that this judgment was taken on Appeal before the Hon'ble Supreme Court only with regard to the award of interest and the Hon'ble Supreme Court by an order dated 05.11.2020, has stayed the portion dealing with the payment of interest in S.L.P. (C) Nos. 12770 - 12783 of 2020.

6. The learned counsel for the petitioners submitted that the respondents can be directed to pay the compensation and insofar as the claim made for the payment of interest, it can await the final disposal of the Appeal pending before the Hon'ble Supreme Court.

7. In view of the specific stand taken by either of the parties, there shall be a direction to respondents 1 to 3 to pay the compensation amount that was already agreed, to the petitioners. The petitioners shall convey the property to the respondents by executing an appropriate document at the time of receiving the compensation. Insofar as the payment of interest is concerned, the same shall await the final orders to be passed by the Hon'ble Supreme Court in the pending Appeal. Necessary clause shall be incorporated in the Conveyance Deed protecting the rights of the petitioners for receiving the interest subject to the final verdict of the Hon'ble Supreme Court in the pending Civil Appeal. If ultimately the payment of interest is upheld by the Hon'ble Supreme Court, the same shall be paid to the petitioners at a later point of time and the conveyance shall be subjected to this condition. The entire process shall be completed within a period of eight weeks from the date of receipt of a copy of this order.

8. This Writ Petition is disposed of with the above directions. No costs.

Sd/-
Assistant Registrar(CS VII)

//True Copy//

Sub Assistant Registrar

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To

- 1 The Secretary
The Government of Tamil Nadu
Transport Department
Fort St. George Chennai 600 009.
- 2 The District Collector
Coimbatore 641 018.
- 3 The District Revenue officer
Coimbatore 641 018.
- 4 The Chairman
Airport Authority of India
Rajiv Gandhi Bhavan
Safdur Jung Airport
New Delhi 110 003.
- 5 The Manager,
Airport Authority of India
South Meenampakkam
Chennai.
- 6 The Director of Airports,
Airport Authority of India,
Coimbatore.

+1cc to M/s.V.M.Venkataramana, Advocate Sr.37917

+2cc to M/s.A.Arulmery, Advocate Sr.38104

W.P.No.14541 of 2020

vsn II[co]
caa 19/12/2020