

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED :31.08.2020

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THE HON'BLE MR.JUSTICE N.ANAND VENKATESH

W.P.No.27509 of 2019
and WMP Nos.26993, 26994, 26995 of 2019

M.Vengadesan

..Petitioner

Vs.

1. The District Collector,
Thiruvallur District,
Thiruvallur.
2. The Revenue District Officer,
Ponneri Taluk,
Thiruvallur District,
Ponneri.
3. The Tahsildhar,
Ponneri Taluk,
Thiruvallur District,
Ponneri.
4. The Chairman,
Tamil Nadu Electricity Board,
Annasalai, Chennai 600 002.
5. The Chief Engineer,
North Madras Thermal Project,
Ennore, Chennai 600 057.
6. The Block Development Officer,
Minjur Panchayath Union (Black Panchayat),
Minjur, Thiruvallur District.
7. The Assistant Superintendent of Police,
Ponneri Division, Ponneri, Thiruvallur District.
8. NDR Infrastructure Private Limited,
Mouthampedu Village,
Neithavoyal Panchayat,
Ponneri Taluk,
Thiruvallur District.

..Respondents

Prayer:- Writ petitions filed under Article 226 of the
Constitution of India praying to issue a Writ of
Certiorari/Mandamus to call for the records of the 6th

respondent culminating in letter ref. No.Na.KA.No.1564/2018/A2 dated 13.08.2019 quash the same and consequently direct the respondents 1 to 4 to implement the decision taken by the 2nd respondent at peace meeting held on 28.08.2018 by issuing patta to the petitioner in respect of 3 cents out of the entire extent of AC.03.95 cents, comprised in Survey Nos.154 & 155, Puzhithivakkam Village, Ponneri Taluk, Thiruvallur District, which was allotted by the 5th respondent as per the Rehabilitation scheme, within a time limit that may be prescribed by this Court.

For Petitioner : Mr.B.Harikrishnan

For Respondents : Mr.N.Anantha Ramakrishnan
for R8

ORDER

This writ petition has been filed challenging the impugned letter issued by the 6th respondent dated 13.08.2019 and for a consequential direction to respondents 1 to 4 to hold a peace meeting and to issue patta.

2. During the pendency of this writ petition, the 8th respondent and the petitioner along with others, have entered into a Memorandum of Understanding on 07.05.2020. The terms of the Memorandum of Understanding have been reduced into writing and for proper appreciation, the Memorandum of understanding is extracted hereunder :-

Memorandum of Understanding

This Memorandum of Understanding (MoU) is entered into at Chennai on this the 7th day of May 2020.

Between NDR Infrastructure Pvt Ltd, company having its Registered Office at Nandiambakkam Port Road, Nandiambakkam, Ponneri Taluk, Thiruvallur District, Chennai 600 0120 and represented herein by its Authorised Representative Mr.N.Jayakumar, herein after called the First party, which term shall mean and include the said Company, its executors, administrators, assignee/s of the First Part.

1. Vengadesan, S/o.Munusamy, aged 45 years residing at No.83, Muthumariamman Koil Street, Chepakkam, Chennai 600 0120
2. Baskar, S/o.Elappan, aged 38 years residing at No.89, Muthumariamman Koil Street, Chepakkam, Chennai 600 0120
3. D.Karthikeyan, S/o.Damodharan, aged 47 years residing at No.83, Muthumariamman Koil Street, Chepakkam, Chennai 600 0120
4. Kannan S/o.Sabapathy, aged 45 years residing at

No.83, Muthumariamman Koil Street, Chepakkam, Chennai 600 0120.

5. Dass, S/o.Rathinam, aged 45 years residing in Mouthempedu Village, Ponneri Taluk, Thiruvallur District.

Parties 1 to5 hereinafter called the 'Second party', which term shall mean and include his their respective heirs / legal representatives, executors and administrators, apart from the members of the displaced familyand their respective heirs of the OTHER PART, WITNESSES:

WHEREAS

A. About 77 displaced families are claiming to be provided with alternate site being comprised in Survey Nos.154 & 155, measuring Ac.03.95cents, situated in Puthivakkam village, Ponneri taluk, Thiruvallure District, under Rehabilitation scheme by the TANGEDCO. The list of displaced families is provided in the annexure.

B. The First Party and others were using a strip of land passing through Survey Nos.154 & 155, measuring Ac.03.95 cents, situated in Puzhithivakkam Village, Ponneri Taluk, Thiruvallure District, for plying its Container, Vehicles carrying goods from its ware house located in Nandiampakkam Port Road, Ponneri Taluk to Minjur Thiruvottiyur High Road via Chepakkam Village to Athipattu, by claiming that the said strip of land is part and is passing through the Survey Nos.154 and 155 is a Panchayat Road belonging to Kattipalli Panchayath approved by the BDO, Minjur Panchayath Union, which was disputed by the Second party.

c. The BDO, Minjur Panjayath Union, vide letter Ref.No.Na.Ka.Ka.No.1564/2018/A2 dated 13.08.2019 has mentioned interalia that the road leading from Chepakkam Village to Athipattu is a Panchayath Road, belonging to Kattupalli Panchayath.

D. In WP No.27509 of 2019 filed by Party No.1 of Second party, the Hon'ble High Court Madras, by order dated 16.09.2019 made in WMP No.26995 of 2019 was pleased to direct that the Revenue Divisional Officer shall not act upon the recommendation of the Block Development Officer vide proceedings letter ref.No.Na.Ka.Ka.No.1564/2018/A2, dated 13.09.2019 till the disposal of the writ petition.

E. Disputes arose between the parties herein with regard to usage of the said strip of land passing through in Survey Nos.154 & 155

measuring Ac.03.95 cents, situated in Puzhithivakkam Village, Ponneri Taluk, Thiruvallore District, as a road by the First party for plying its heavy vehicles, which prompted the parties herein to initiate legal proceedings to ascertain their respective rights.

F.The parties herein in view of the prolonged litigation and its un-certainty, and without prejudice to their respective claims, rights and contentions the first party agreed to purchase the subject lands and after mutual discussion the parties herein have agreed upon certain terms and conditions, which they further desired to have the same reduced to writing, hence this MEMORANDUM OF UNDERSTANDING.

NOW THIS MEMORANDUM OF UNDERSTANDING
WITNESSESS AS UNDER:

1. The First Party agrees to purchase the land comprised in Survey Nos.154 & 155, measuring Ac.03.95 cents, situated in Puzhithivakkam village, Ponneri Taluk, Thiruvallore District, herein after called the subject lands, which includes the subject road, from the displaced families by paying up compensation as provided under the Right to Fair Compensation and Transparency in Acquisition, Rehabilitation and Resettlement Act, 2013.
2. The market value of the subject lands will be ascertained on the basis of the prevailing guideline value and other factors. In case, no guideline value for the subject lands is available, then the market value of the land/s adjacent to the subject lands shall be reckoned in consultation with Revenue and other Government Departments.
3. The First party as paid Rs.10,00,000/- (Rupees Ten lakhs only) by Cheque dated 07.05.2020 by bearing No.036488, drawn on Punjab National Bank, Anna Salai, Chennai 600 002, favouring VENGADESAN, Party No.1 of the Second Party, as the representative of all the other parties of Second Party, as the representative of all other parties of Second Party, as part consideration. The receipt of which all the parties of the Second part do hereby admit and acknowledge and further the receipt of such amount by Party of the Second Part shall be deemed to be received by all the parties of the Second party and displaced families mentioned in the Annexure.

4. In consideration of the remittance of Rs.10,00,000/- by the Second Party as set out in Clause 3 Supra, the Second Party and the displaced families shall permit the First Party and its tenant/s to ply its vehicle on the said strip of land passing through Survey Nos.154&155, situated in Puzhithivakkam Vilage, Ponneri Taluk, Thiruvallore District, may also be used as a road by all other parties including the First Party / its tenants/agents and third parties without any let or hindrance by the Second party and / or the members of the displaced family.
5. The Second party will approach the RDO & Tahsildhar, Ponneri, for issuance of patta in the name/s of Displaced Families. After receipt of the patta(s) in the name of the displaced families, the first party shall purchase the subject lands measuring Ac.03.95 cents comprised in Survey Nos.154&155, situated in Puzhithivakkam Village, Ponneri Taluk, Thiruvallore District, within 90 days by setting / paying up the consideration / compensation amount to the displaced families.
6. In case, the Second Party is not able to get patta within stipulated period then both parties may approach and obey the instructions given by TANGEDCO, Revenue authorities and the Existing Peace Committee or alternatively both parties shall approach the Court and abide by any decision of the Hon'ble Court in regard to determination of compensation for the subject lands. The First Party shall pay the balance compensation amount within 90 days of the decision rendered by the Hon'ble Court, to the displaced families. Till such time, the Second party should not disturb the First Prtys' vehicles authorities, men and agents or any other vehicles while transporting their goods through and strip of land passing through survey Nos.154 & 155, situated in Puzhithivakkam Village, Ponneri Taluk, Thiruvallore District.
7. Should there be any inter-se dispute between the parties of the Second Part, other displaced families or legal heirs, the parties of the Second Party shall be liable and indemnify the First Party.
8. The First Party shall bear stamp duty, registration charges and all other expenses connected with the conveyance of the subject lands by the displaced families to and in favour of the First Party.
9. Based on the representation of the parties of

the second part that all the displaced parties have agreed and authorised the Second party to represent and execute this Memorandum of Understanding, the party of the First Part agreed for this settlement.

10. Without prejudice to their respective claims, rights and contentions, the Second Party has agreed to sell and the First Party has agreed to purchase the subject lands as per the terms and conditions spelt out in this Memorandum of Understanding.
11. In the event of any breach committed by the Second Party and/or displaced family and/or their failure to perform its/their obligation under this Memorandum of Understanding, the First Party shall have the right of specific performance.
12. The First Party shall prepare and produce necessary approval / resolution / authorisation to perform and comply with obligations / terms and conditions spelt out in this Memorandum of understanding.
13. If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, illegal or is otherwise unenforceable, the remainder of this Agreement of the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected hereby.
14. Counterparts : This Agreement may be executed in one or more counterparts, each of which shall constitute an original, but all of which together shall constitute one instrument.
In Witness Whereof, the parties herein have set their hands and signed their respective names on this Memorandum of Understanding at Chennai on this the 7th day of May 2020, in the presence of:

3. It is clear from the Memorandum of Understanding that the parties have specifically agreed to certain conditions and the petitioner and others will approach the revenue authorities to get the patta in their names and thereafter, the property will be transferred in favour of the 8th respondent.

4. In view of the resolution of the disputes between the parties, this writ petition is disposed of in terms of Memorandum of Understanding dated 07.05.2020. The 2nd and 3rd respondents are directed to entertain fresh applications from the petitioner and others and patta shall be issued in their favour. The 2nd and 3rd respondent will take note of the Memorandum of Understanding entered into between the parties.

Appropriate orders shall be passed within a period of eight weeks from the date of receipt of copy of this order. On such orders being passed by issuing patta in favour of the petitioner and others, the petitioner and others shall fulfill their obligation in the MOU by transferring the property in favour of the 8th respondent. Till such transfer of the property, clause 4 of the MOU shall be complied with by both the parties. No costs. Consequently, the connected miscellaneous petitions are closed.

Sd/-
Assistant Registrar (CS-III)

//True copy//

Sub Assistant Registrar

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To

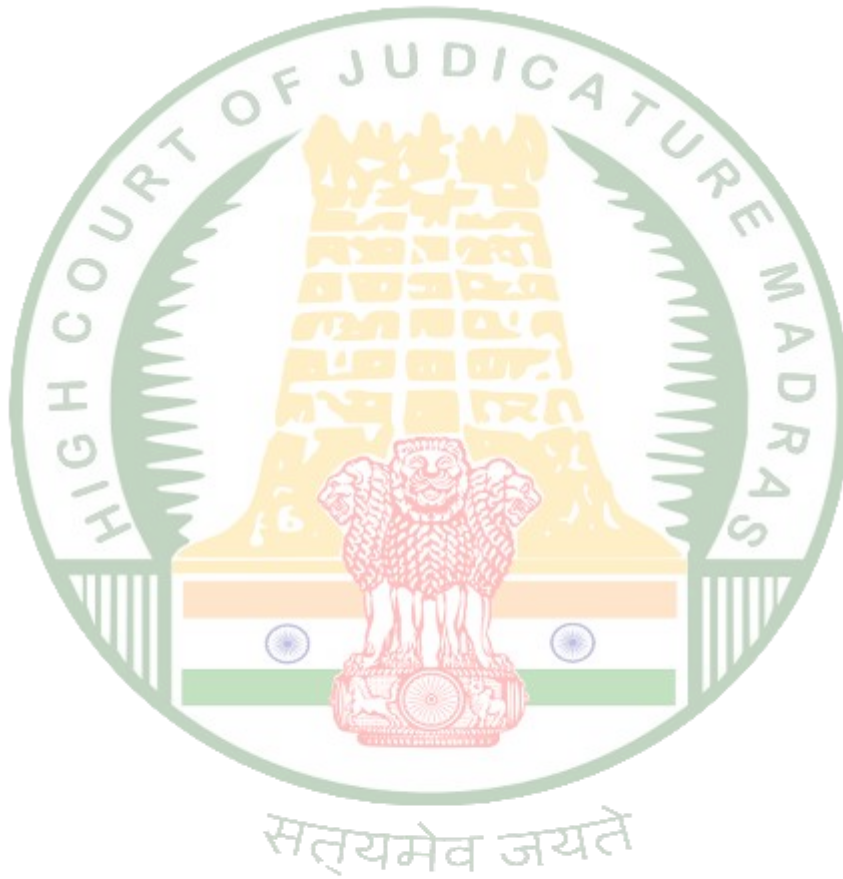
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+2ccs to Mr.N.Anantha Ramakrishnan, Advocate SR.No.28428

+1cc to Government Pleader SR.No.28508

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and WMP Nos.26993, 26994, 26995 of 2019

GMY (16/09/2020)



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