

IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : 05.08.2020

DELIVERED ON : 18.08.2020

CORAM :

THE HON'BLE MR.A.P.SAHI, CHIEF JUSTICE

AND

THE HON'BLE MR.JUSTICE SETHILKUMAR RAMAMOORTHY

W.P.Nos.2116, 2709, 3247, 6930, 7283, 7350, 11672, 13114, 13430,
13503, 17196, 23415, 24514 and 25189 of 2017

and

W.M.P.Nos.2651, 2080, 2081, 2082, 2652, 3194, 3195, 7517, 7518,
7939, 7940, 8010, 8011, 8012, 12698, 12699, 12700, 14009, 14010,
14475, 14476, 14477, 14478, 14479, 14578, 14579, 18688, 18689,
22777, 22778, 22779, 22780, 22781, 24540, 24541, 25885, 25886,
26630, 26631, 26632, 30065, 31705, 31706, 31707, 31708, 31709,
31710, 31711, 31712 of 2017; 1396, 1397, 1398 of 2018; 5341,
5368, 6404, 6406, 6408, 6417, 6426, 7528, 7530, 7534, 7536, 7538
of 2020

I P.R.JAGANNATHAN ...PETITIONER IN W.P.NO.2116 OF 2017

1 D.AMMINI ... PETITIONER in WP No.2709 of 2017

1 D.PARTHASARATHI ... PETITIONER in WP No.3247 of 2017

1 CHITHRA ... PETITIONER in WP No.6930 of 2017

1 PREMA GOVINDASWAMI ... PETITIONER in WP No.7283 of 2017

1 K.ARASAPPAN

2 K.SATHAPPAN ... PETITIONER in WP No.7350 of 2017

1 TMT.GUNAVATHI

2 TMT.RENUKA

3 RAMESHCHANDRAN ... PETITIONERS in WP No.11672 of 2017

1 K.SELVI ... PETITIONER in WP No.13114 of 2017

1 D.SUDAMANI
2 D.RAVICHANDRAN
3 D.SURESH ... PETITIONERS in WP No.13430 of 2017

1 K.HEMALATHA ... PETITIONER in WP No.13503 of 2017

1 D.SUJITHAMANI
2 D.KALAMANI
3 D.AJANTHAMANI
4 D.RUSHANDRAMANI
5 D.RADHA RAMANI
6 D.RANGANAYAKI ... PETITIONERS in WP No.17196 of 2017

1 V.DAMODHARAN
2 JANAKI
3 E.VARADHARAJAN
4 JAYARAJ
5 E.JAGADESAN ... PETITIONERS in WP No.23415 of 2017

1 SARADHA MANI
2 R.SARASWATHI
3 P.VANASATCHI
4 RAJU AYYASWAMY
5 R.SUNDARAMBAL
6 MS.GEETHAMANI ... PETITIONERS in WP No.24514 of 2017

1 MRS.NACHAMMAL ... PETITIONERS in WP No.25189 of 2017

VS

1 THE GOVERNMENT OF TAMIL NADU
REP BY SECRETARY TRANSPORT DEPARTMENT
FORT ST. GEORGE CHENNAI-600009.

2 THE DISTRICT COLLECTOR,
COIMBATORE- 641 018.

3 THE DISTRICT REVENUE OFFICER,
COIMBATORE- 641 018.

4 THE AIRPORT AUTHORITY OF INDIA,
REP BY CHAIRMAN RAJIV GANDHI BHAVAN
SAFDUR JUNG AIRPORT NEW DELHI-110 003.

5 THE AIRPORT AUTHORITY OF INDIA
REP BY MANAGER SOUTH MEENAMPAKKAM,
CHENNAI.

6 THE DIRECTOR OF AIRPORTS
AIRPORT AUTHORITY OF INDIA, COIMBATORE.

... RESPONDENT in WP No.2116 of 2017

1 THE GOVERNMENT OF TAMIL NADU
REP. BY ITS SECRETARY 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 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.

... RESPONDENT in WP No.2709 of 2017

1 THE GOVERNMENT OF TAMIL NADU
REP. BY ITS SECRETARY TRANSPORT DEPARTMENT
FORT ST. GEORGE CHENNAI-9.

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 SAFUR 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.

... RESPONDENT in WP No.3247 of 2017

1 THE GOVERNMENT OF TAMIL NADU
REP BY ITS SECRETARY TRANSPORT DEPARTMENT
FORT ST. GEORGE CHENNAI 9.

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

... RESPONDENT in WP No.6930 of 2017

1 THE GOVERNMENT OF TAMIL NADU
REP. BY ITS SECRETARY TRANSPORT DEPARTMENT
FORT ST. GEORGE CHENNAI-9.

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 MEENAMBAKKAM
CHENNAI.

6 THE DIRECTOR OF AIRPORTS
AIRPORT AUTHORITY OF INDIA,
COIMBATORE.

... RESPONDENT in WP No.7283 of 2017

1 THE DISTRICT COLLECTOR,
COIMBATORE DISTRICT, COIMBATORE - 641 018.

2 THE SPECIAL TAHSILDAR
LAND ACQUISITION OFFICER AIRPORT AUTHORITY
EXTENSION OF RUNWAY PROJECT COLLECTORATE
COIMBATORE - 641 018.

3 THE SPECIAL REVENUE OFFICER,
COIMBATORE AIRPORT EXTENSION OF RUNWAY
DISTRICT COLLECTOR OFFICER,
COIMBATORE DISTRICT - 641 018.

4 THE MANAGING DIRECTOR,
THE AIRPORT AUTHORITY OF INDIA,
COIMBATORE.

5 THE GOVERNMENT OF TAMILNADU
REP. BY ITS SECRETARY (TRANSPORT DEPARTMENT)
FT. ST. GEORGE CHENNAI - 600 009.

... RESPONDENT in WP No.7350 of 2017

1 THE GOVERNMENT OF TAMIL NADU
REP BY SECRETARY TRANSPORT DEPARTMENT,
FORT ST GEORGE, CHENNAI-09.

2 THE DISTRICT COLLECTOR,
COIMBATORE- 641 018.

3 THE DISTRICT REVENUE OFFICER,
COIMBATORE- 641 018.

4 THE AIRPORT AUTHORITY OF INDIA
REP BY CHAIRMAN RAJIV GANDHI BHAVAN
SAFDUR JUNG AIRPORT, NEW DELHI- 110 003.

5 THE AIRPORT AUTHORITY OF
INDIA REP BY MANAGER SOUTH MEENAMPAKKAM,
CHENNAI.

6 THE DIRECTOR OF AIRPORTS
AIRPORT AUTHORITY OF INDIA,
COIMBATORE.

... RESPONDENT in WP No.11672 of 2017

1 THE GOVERNMENT OF TAMIL NADU
REP. BY ITS SECRETARY 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 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
MEENAMBAKKAM, CHENNAI.

6 THE DIRECTOR OF AIRPORTS
AIRPORT AUTHORITY OF INDIA, COIMBATORE.

... RESPONDENT in WP No.13114 of 2017

1 THE GOVERNMENT OF TAMILNADU
REP BY SECRETARY TRANSPORT DEPARTMENT
FORT ST GEORGE CHENNAI-600 009.

2 THE DISTRICT COLLECTOR
COIMBATORE- 641 018.

3 THE DISTRICT REVENUE OFFICER
COIMBATORE- 641018.

4 THE AIRPORT AUTHORITY OF INDIA
REP BY CHAIRMAN RAJIV GANDHI BHAVAN
SAFDEN JUNG AIRPORT NEW DELHI-110 003.

5 THE AIRPORT AUTHORITY OF INDIA
REP BY MANAGER SOUTH MEENAMBAKKAM,
CHENNAI.

6 THE DIRECTOR OF AIRPORTS,
AIRPORT AUTHORITY OF INDIA PEELAMEDU,
COIMBATORE.

... RESPONDENT in WP No.13430 of 2017

1 THE GOVERNMENT OF TAMIL NADU
REP.BY ITS SECRETARY 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 AIRPORT AUTHORITY OF INDIA
REP.BY ITS CHAIRMAN RAJIV GANDHI
BHAVAN SAFDEN JUNG AIRPORT
NEW DELHI - 110 003.

5 THE AIRPORT AUTHORITY OF INDIA
REP.BY ITS MANAGER SOUTH MEENAMBAKKAM
CHENNAI.

6 THE DIRECTOR OF AIRPORTS
AIRPORT AUTHORITY OF INDIA PEELAMEDU
COIMBATORE.

... RESPONDENT in WP No.13503 of 2017

1 THE GOVERNMENT OF TAMIL NADU
REP BY SECRETARY TRANSPORT DEPARTMENT,
FORT ST. GEORGE CHENNAI-09.

2 THE DISTRICT COLLECTOR
COIMBATORE- 641 018.

3 THE DISTRICT REVENUE OFFICER
COIMBATORE- 641 018.

4 THE AIRPORT AUTHORITY OF INDIA
REP BY CHAIRMAN RAJIV GANDHI BHAVAN
SAFDEN JUNG AIRPORT NEW DELHI-110 003.

5 THE AIRPORT AUTHORITY OF INDIA
REP BY MANAGER SOUTH MEENAMBAKKAM
CHENNAI.

6 THE DIRECTOR OF AIRPORTS
AIRPORT AUTHORITY OF INDIA PEELAMEDU
COIMBATORE.

... RESPONDENT in WP No.17196 of 2017

1 THE GOVERNMENT OF
TAMIL NADU REP BY ITS SECRETARY TRANSPORT
DEPARTMENT FORT ST. GEORGE CH-600 009.

2 THE DISTRICT COLLECTOR
COIMBATORE- 641 018.

3 THE DISTRICT REVENUE OFFICER
COIMBATORE- 641018.

4 THE AIRPORT AUTHORITY OF INDIA
REP BY ITS CHAIRMAN RAJIV GANDHI
BHAVAN SAFDEN JUNG AIRPORT
NEW DELHI-110 003.

5 THE DIRECTOR OF AIRPORTS
AIRPORT AUTHORITY OF INDIA PEELAMEDU
COIMBATORE- 641 018.

... RESPONDENT in WP No.23415 of 2017

1 THE GOVERNMENT OF
TAMIL NADU REP BY ITS SECRETARY TRANSPORT
DEPARTMENT FORT ST. GEORGE CHENNAI-09

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
SAFDEN JUNG AIRPORT
NEW DELHI-110 003. सत्यमेव जयते

5 THE DIRECTOR OF AIRPORTS
AIRPORT AUTHORITY OF INDIA PEELAMEDU
COIMBATORE.

... RESPONDENT in WP No.24514 of 2017

1 THE GOVERNMENT OF TAMILNADU
REP BY ITS ADDITIONAL CHIEF SECRETARY
TRANSPORT DEPARTMENT,
FORT ST. GEORGE,
CHENNAI-09.

- 2 THE DISTRICT COLLECTOR,
COIMBATORE DISTRICT,
COIMBATORE- 641 018
- 3 THE DISTRICT REVENUE OFFICER,
COIMBATORE- 641 018
- 4 THE SPECIAL TAHSILDAR,
LAND ACQUISITION (FOR AIRPORT EXTENSION)
COIMBATORE DISTRICT.
- 5 THE AIRPORT AUTHORITY OF INDIA
REP BY ITS CHAIRMAN
RAJIV GANDHI BHAVAN
SAFDEN JUNG AIRPORT
NEW DELHI-110 003.
- 6 THE DIRECTOR OF AIRPORTS
AIRPORT AUTHORITY OF INDIA PEELAMEDU
COIMBATORE.

... RESPONDENT in WP No.25189 of 2017

These Writ Petitions are filed under Article 226 of the Constitution of India to issue a Writ of Certiorarified Mandamus to

W.P.No.2116 of 2017:

call for the entire records of the Notification Downloaded in webside in G.O.MS. NO.117 Transport Department date 13.10.2015 Tamil Nadu Government Extraordinary Gazette 13 issued under Section 3(2) as published on 04.04.2011 of the Tamil Nadu Acquisition of Land for Industrial purposes act 1997 Act 10/99 and the rules framed thereunder and quash the same and consequently direct the 1st respondent to release the recovery surrender possession of the lands to the petitioner herein as per and in accordance with 4th respondent letter dated 25.03.2014 as per section 7 of the Said Act in S.F. No.23 an extent of 3.86 acres at Singanallur Village Coimbatore District.

WP No.2709 of 2017:

directing the respondents to fix the apportionment of their share amount of compensation to this petitioner to their lands in S.F.No.501/2 Kalappatti Village, Coimbatore District an extent of 36 4/7 cents, a sum of Rs.3.5 crores at the rate of Rs.8 lakhs per cent and disburse the said amount immediately, failing which to fix and disburse the said amount adding 12% interest per annum to the said amount from the date of 3(2)

Notification under section 12 of the Tamil Nadu Acquisition of land for Industrial purposes Act 1997 and Tamil Nadu Act 10/1999 and the rules framed thereunder.

WP No.3247 of 2017:

Directing the respondents 1 & 2 to fix the apportionment of their share amount of compensation to this petitioner land in S.F. No.503 at Kalappatti Village, Coimbatore an extent of 16.6 cents at the rate of Rs.8 lakhs per cent totalling to Rs.1,33,32,800/- and also direct the respondents to disburse the lease rental amount being a sum of Rs.1,56,727/- from March 2013 to till this date

WP No.6930 of 2017:

directing the respondents 1 and 2 to fix the apportionment of their share amount of compensation to this petitioners land in S.F. No. 502, 503 at Kalappatti Village, Coimbatore an extent of 2.66 cents at the rate of Rs.8 Lakhs per cent totalling to Rs. 1,33,32,800/- and also direct the respondents to disburse the lease rental amount being a sum of Rs.1,56,727/- from March 2013 to till this date

WP No.7283 of 2017:

Directing the respondents 1 & 2 to fix the apportionment of their share amount of compensation to this petitioner land in S.F. No.502, 503 at Kalappatti Village, Coimbatore an extent of 2.66 cents at the rate of Rs.8 lakhs per cent totalling to Rs.21,28,00,000/- and also direct the respondents to disburse the lease rental amount being a sum of Rs.25,01,465/- from March 2013 to till this date.

WP No.7350 of 2017:

to call for the records pertaining to Na Ka No. 13/2011 Alagu 3 dt 4.4.2011 of the 1st respondent and G.O. Ms. No. 117 Transport Department (1,2) dt 13.10.2015 as gazette in Tamil Nadu Gazette Special Publication No. 216 dt 14.10.2015 and notice Na Ka No. 13/2011/Alagu 3 Block 2 dt 16.12.2015 and quash the same.

WP No.11672 of 2017:

directing the respondents 1 & 2 to fix the apportionment of their share amount of Compensation to this petitioners land in S.F. No.502, at Kalappatti Village, Coimbatore an extent of 2.66 cents at the rate of Rs.8 lakhs per cent totalling to Rs.1,33,32,800/- and also direct the respondents to disburse the

lease rental amount being a sum of Rs.1,56,727/- from March 2013 to till this date.

WP No.13114 of 2017:

directing the respondents 1 and 2 to determine the amount of compensation to this petitioners land in S.F.No. 526 at Kalappatti Village, Coimbatore an extent of 25 cents at the rate of Rs. 8 Lakhs per cent totalling to Rs. 2 Crores and also direct the respondents to disburse the lease rental from 11.01.2013 to till this date.

WP No.13430 of 2017:

to call for the entire records pertaining to the notice issued under sec 3 (2) dated 04.04.2011 and the notice issued under sec 3(1) dated 18.08.2015 of the TN Acquisition of land for industrial purposes Act 1997 Act 10/1999 dated Gazetted in TN Gazette extraordinary in G.O.Ms. No.117 Transport Department (1), 2 on 13.10.2015 in G.O.Ms. No.97 Transport Dept 1.2 dated 18.08.2015 and all other connected proceedings in as far as the petitioners land is concerned in 1.Mrs.Sudamani, SF No.8/1A Extent 16970 Sq.mts or 420 cents, 2.Mr.Ravichandran SF. No.D, 24/1, 7/1, Extent 1012 sq.mts or 25 Cents 10158 Sq.mts or 251 Cents, 3.Mr.D.Suresh SF No.25/2, 7/1 Extent 3375 Sqmts or 83 Cents 10158 Sqmts or 251 Cents. Singanallur, Village, Coimbatore Taluk and District.

WP No.13503 of 2017:

directing the 1st and second respondents to fix and determine the rate of compensation amount in accordance with section 7 sub section 3 and 11 of the Tamil Nadu Acquisition of Land for Industrial purposes Act 1997 Tamil Nadu Act 2 of 2000 along with interest under section 12 of the said Act and in accordance with the sale deed dated 02.06.2014 in SRO Coimbatore in document No.3891 /2014 for the lands of this peititioner in S.f.No.502 at Kalappatti Village Coimbatore District and pass such other or further orders as deem fit and necessary in the circumstances of the above case.

WP No.17196 of 2017:

directing the 1st and 2nd respondents to fix compensation amount at the rate of Rs.8 lakhs per cent in accordance with Section 7 sub section 3 and 11 of the Tamil Nadu Acquisition of Land for Industrial purposes Act 1997 Tamil Nadu Act 2 of 2000 along with interest under Section 12 of the said Act, for the petitioners land of 2 acres in S.F.No. 502 at Kalappatti Village, Coimbatore District And also direct the respondents to

disburse the lease rental amount from 11.01.2013 to till this date.

WP No.23415 of 2017:

directing the 1st and 2nd respondents to fix compensation amount at the rate of Rs.8 lakhs per cent in accordance with section 7 sub section 3 and 11 of the Tamilnadu Acquisition of Land for Industrial purposes Act 1997 Tamilnadu Act 2 of 2000 and accordance with section 26, 38, 105 of the right to fair compensation and transparency in land acquisition Rehabilitation and Resettlement Act 2013, along with interest under section 12 and 100% solatium of the said Act, for the petitioners land of 365 cents each in S.F.No.501/2 at Kalappatti Village, Coimbatore District and also direct the respondents to disburse the lease rental amount from 11.1.2013 to till this date

WP No.24514 of 2017:

directing the 1st and 2nd respondents to fix compensation amount at the rate of Rs.8 Lakhs per cent in accordance with section 7 Sub section 3 and 11 of the Tamil Nadu Acquisition of Land for Industrial purpose Act 1997 Tamil Nadu Act 2 of 2000 and accordance with section 38,105 of the Right to fair compensation and transparency in Land Acquisition Rehabilitation and Resettlement Act 2013, along with interest under section 12 and 100% solatium of the said Act, for the petitioners land of 36.5 cents in S.F No.501 / 2 at Kalappatti village, coimbatore District and also direct the respondents to disburse the lease rental amount from 11/01/2013 to till this date.

WP No.25189 of 2017:

to call for the records pertaining to Na.Ka. No.13/2011 Alagu 3 dated 4.4.2011 of the 4th respondent and G.O.Ms. No.97 Transport Department (I 2) dated 18.08.2015 as Gazetted in Tamil Nadu Gazette special publication No.181 dated 18.08.2015 issued by the 1st respondent and Notice in Na.Ka. No.12/ 2011/ Alagu 3 Block 1 dated 16.12.2015 issued by the 4th respondent and quash the same and consequently direct the respondents to reconvey the land of the petitioner.

For Petitioners

: Mrs.P.Bagyalakshmi

For Respondents

: Mrs.Narmatha Sampath
Addl. Advocate General
assisted by
Mr.V.Anandhamoorthy
Addl. Government Pleader
for the State Government

: Father Xavier Arulraj
Senior Counsel
for M/s.A.Arulmary
for Airport Authority of
India

COMMON ORDER

The Hon'ble Chief Justice

These writ petitions relate to, on the one hand, payment of lease rent of the land in question being claimed by the petitioners from the Department of Civil Aviation and on the other hand, a challenge raised to the acquisition of the same land which came to be acquired in terms of the Tamil Nadu Acquisition of Land for Industrial Purposes Act, 1997 (in short, "1997 Act").

2. The ancestors of the present land owners/petitioners had leased out the land to the Department of Defence, Government of India, under a lease agreement dated 08.08.1942 during the period of Second World War. The lands are situate in Villages Singanallur and Kalapatti of Coimbatore District, that was utilized as an Aerodrome and later on transferred to the Department of Civil Aviation in the year 1947. The petitioners contend that there was a big default in payment of lease rent, and even the subsequent transfer of the said land to the Airport Authority of India. Ultimately after protests, a tripartite agreement was arrived at in a meeting convened on 22.08.2006, whereupon it was agreed that a lease rent of 5% of the land cost would be payable subject to re-valuation of the land at regular intervals, whereafter there was a partial release of rent, but after the proceedings of the land acquisition were undertaken, the arrears of lease rent as well as the future lease rent remained unpaid.

3. The State Government, vide G.O.Ms.No.259, Transport (I-2) Department, dated 4.10.2019 accorded an administrative sanction for acquiring/transfer of the land to an extent of 612.97 acres,

later on revised as 624.85 acres and a re-revised administrative sanction in April, 2017 for 490.27 acres in the villages of Kalapatti, Singanallur, Uppillipalayam, Neelambur and Irugur for the purpose of expansion of Coimbatore Airport runway. The acquisition process was initiated as per the 1997 Act read with the Tamil Nadu Acquisition of Land for Industrial Purposes Rules, 2001 (in short, "2001 Rules").

4. The 1997 Act provides for a procedure to call upon the owner or any other person interested in the land to show cause within a specified time as to why the land should not be acquired. This is to be accompanied by a public notice as well that may be prescribed. The prescription is provided for a show cause notice under Rule 3 of the 2001 Rules and public notice under Rule 4 thereof. After hearing of the objections, orders are to be passed by the Government and the acquisition takes place in terms of Section 3 of the 1997 Act. Upon acquisition and the notification published in the Government Gazette under Section 3 of the 1997 Act, the land is to vest in Government free from all encumbrances under Section 4 of the Act. In the instant case, the show cause notice and the public notice in terms of Section 3(2) came to be issued on different dates on 22.4.2011 and 30.4.2011. The Gazette notification of the acquisition under Section 3(1) followed thereafter, that was published on different dates on 10.1.2013, 13.10.2015 and 18.8.2015.

5. It is at this stage that the litigation commenced with representations being moved claiming compensations as well as arrears of lease rents.

6. From the record and the compilation of typed set of papers, we find information being exchanged with regard to payment of the lease rent, and its delay was questioned by the Secretary of the Revenue Department vide letter dated 02.9.2016. We may point out that W.P.No.8357 of 2014 had been filed by one D.Ammani claiming payment of arrears of lease rent that was disposed of on 10.8.2016 by the following order:

"Heard.

2. This writ petition has been filed, praying that this Court may be pleased to issue a Writ of Mandamus, directing the fourth respondent to disburse the pending lease arrears amount for the period, from 2010 to 2013, in respect of the the lands in S.F.No.501/2, having an extent of 36 4/7 cents, at Kalapatti and Singanallur Villages.

3. At this stage of the hearing of the writ petition, the learned counsel, appearing on behalf

of the third and the fourth respondents had placed before this Court, a copy of the 'Statement of Lease Rent Calculation', dated 7.1.2015, stating that the payment of the total lease rent amount had already been made, for the period, from 01.04.2009 to 31.12.2014, in respect of the lands, taken on lease, in Kalapatti and Singanallur Villages.

4. The learned counsel, appearing on behalf of the first and the second respondents herein, had submitted that the second respondent would disburse of the amounts due to the land owners concerned, on the production of the relevant documents, by the petitioners, showing that they are the owners of the lands in question, within a period of twelve weeks from the date of receipt of a copy of this order.

5. The above submission of the learned counsel, appearing for the first and the second respondents is hereby recorded.

In view of the above submissions of the learned counsels appearing on behalf of the respondents 1 to 4, this Court is of the view that no further orders are necessary, in the present writ petition. Hence, the writ petition is closed. No costs."

7. However, the same petitioner challenged the acquisition proceedings and the attempt of the Airport Authority to raise a boundary wall so as to enclose the acquired property under acquisition in W.P.No.2709 of 2017, where an interim order was passed granting an injunction till further orders on the ground that the District Revenue Officer had not complied with the orders of the Court for release of lease rent to the petitioner as directed in W.P.No.8357 of 2014 and therefore, interference was called for. The interim order dated 03.2.2017 passed in the said writ petition is extracted hereinunder:

"Mr.R.Govindasamy, learned Special Government Pleader takes notice on behalf of the respondents 1 to 3. Notice to the respondents 4 to 6 returnable in two weeks. Private notice is also permitted.

2. It is stated by the learned counsel for the petitioner that from 10.1.2013, the respondents, who sought to acquire the land belonging to the petitioner for expansion of the runway at Coimbatore airport, have not even paid the

compensation. However, the learned counsel for the petitioner fairly submitted that since the purpose of acquisition is for expansion of the runway at the Coimbatore airport, at least the order passed by this Court in W.P.No.8357 of 2014 dated 10.8.2016 directing the second respondent-District Collector, Coimbatore and the third respondent-District Revenue Officer, Coimbatore to disburse the lease rent from 1.4.2009 to 31.12.2014 should have been complied with. Since they have not done so, till date, in spite of the order, there shall be an order of interim injunction not to utilize the land of the petitioner.

3. I find, prima facie, merits in her submissions. Hence, there shall be an order of interim injunction, till further orders. Post the matter after two weeks "for orders".

8. Other writ petitions were also filed being W.P.No.3247 of 2016, where a similar interim order came to be passed on 09.2.2017. The same was followed in W.P.No.2116 of 2016 vide order dated 22.2.2017. This interim order was further extended in W.P.No.6930 of 2017 on 22.3.2017, where a direction was issued to maintain status quo. On 7.5.2017 in W.P.No.11672 of 2017, an interim injunction was granted restraining the respondents from raising constructions until further orders and the same was directed to be connected along with W.P.No.3247 of 2017. Similar orders came to be passed in W.P.No.13114 on 18.5.2017 and W.P.No.24514 of 2017 on 13.9.2017.

9. All these writ petitions were heard by a learned Single Judge on 12.3.2018 and the following order was passed:

"Mrs.Bhayagalakshmi, the learned counsel for the petitioners has circulated a letter dated 09.03.2018 to the Registry requesting it to post a batch of cases in W.P.No.2116, 2709, 3247, 6930, 7283, 13114, 13430, 17196, 1350, 11672, 23415, 25189, 33305, 24514, 7350 of 2017 & 4798 of 2018, before the Division Bench, where constitutionality of 105-A to the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 (Central Act 30 of 2013) (hereinafter referred to as "Right to Fair Compensation Act, 2013") introduced by the Tamil Nadu Amendment, is in challenge.

2. This is opposed by the respondents on the ground that this is an attempt by the petitioners to sabotage the public purpose rather the national

interest involved in expansion of International Airport at Coimbatore, for which lands are being acquired under the provisions of Tamil Nadu Acquisition of Land for Industrial Purposes Act, 1997 (hereinafter referred to as "Act 1997"). It was also submitted that unfortunately the acquisition proceedings did not proceed to the stage of passing of the awards, since considerable time was lost in private negotiations undertaken by the respondents went in vain. Initially, the price offered was Rs.100/- per sq.ft., and later it was increased to Rs.700/- per sq.ft., Since the petitioners did not evince interest in the same, the offer price of the government was increased to Rs.1,500/-sq.ft. Consequently, there is considerable activity now, and several landowners have entered into agreement for receiving compensation at the said rate. So far as the petitioners are concerned, if they are not interested in agreeing to the offer price under Sec.7(2), an award can still be passed under Sec.7 (3) of the Act.

3.1. At the outset, in none of these cases constitutionality of Section 105-A is involved. In this batch three cases namely W.P.Nos.2116, 7350 and 13430 of 2017, the petitioners challenge the notification issued under Section 31 of Act 1997, and in the rest they seek compensation in terms of the provisions of the Right to Fair Compensation Act, 2013.

3.2. In this backdrop, the letter dated 09.03.2018 now addressed by the learned counsel for the petitioners to the Registry appears to be a notice to the Court that the petitioners are not interested in prosecuting these cases before this Court.

4.1. While this Court is least interested in any particular case, it must also record with some degree of disappointment the tendency on display in certain quarters to derail the hearing by adopting such methods/techniques that can hardly be termed as legitimate grounds.

4.2. It must be stated with a note of appreciation that it was solely the petitioners' effort in having these cases listed and activating them through the orders of this Court that was singularly responsible for this Court compelling the respondents to break

their inertia and inch forward after issuing the notification under Section 3(1) of the Act, 1997.

5.1. Before that, situation was that the Land Acquisition Officer had notified the concerned Sub Registry not to register any transaction involving the properties covered in the said notification. As a result of this, the land owners could neither enjoy the property; b) improve the property; c) transact the property or raise finances on the securities of these properties. In the course of hearing this Court was informed that hundreds of hectares of lands are being acquired and all the lands owners, of whom the petitioners form a negligible number are put to considerable hardship due to the apathy of the Land Acquisition Authority. Considering the plight of the citizen, who are caused to chew and swallow the pill of agony this Court thought it fit to ensure that the citizens do not go remedy less.

5.2 This case was posted on 18.01.2018, 31.01.2018, 07.02.2018, 09.02.2018, 20.02.2018, 26.02.2018 & 05.03.2018 and the Law Officers of the Government could not make an encouraging statement for this Court to appreciate or acknowledge that citizens' rights are cared. Therefore, this Court summoned the District Collector of Coimbatore along with other officials and they appeared before this Court on 20.02.2018. After briefing the District Collector in the Court hall, he was invited to the chambers as this Court felt that the exercise must aim at finding a solution to the problem rather than breeding confrontation. The invitation to the collector for the Chamber meeting was given in the open Court, in the presence of the petitioners' counsel. However, in the meeting none appeared. But it also must be added, no decision affecting anyone's right was taken in the Chamber- meeting.

6. Subsequently, this batch of cases were posted before this Court on 26.02.2018 & 05.03.2018. It was in one of these postings the learned Government Advocate made a statement before this Court that the Government has increased the offer price from Rs.700 per sq.ft to Rs.1,500 per sq.ft

7. This is the setting in which this Court began to monitor the response of the Authorities to their own responsibilities vis-a-vis the acquisition

proceedings and hence the case is posted almost every week. It is how, the cases came to be posted today.

8. Today, Mrs. Bhayalakshmi, the learned counsel for the petitioners, circulated a copy of what appears to be a standard form of an agreement served on one of her clients, and his objection, rather unwillingness expressed by him for the negotiation. Reacting to the same, the learned Government Advocate replied that if the petitioners do not incline to consent for a consensual determination amount to be paid under Section 7(2), then automatically the Collector would hold an enquiry for passing of award in terms of Section 7(3) of the Act. And, wherever, awards are required to be made in terms of Section 7(3), it would be done only in terms of Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013, and therefore, the petitioners would never be at a loss, more so the context of the cause of action they have raised for filing this batch of petitions. He further submitted that in some cases, stay orders have been obtained and it is to delay and deflect the interest of all concerned, the petitioners want the cases to be tagged with those set of cases where Constitutionality of Section 105-A is involved.

9. Even though, Constitutionality of Section 105-A is not in challenge, this Court is least interested in retaining any cases, nor is this Court inclined to go into the reasons behind the letter of petitioners' counsel. Still, this Court considers that it has a duty to record that all that have happened in these cases as well as that have been submitted at the Bar. It must be added that every aspect stated here may not have been meticulously recorded on each occasion. But, since the Court has been monitoring this batch of cases it is adequately aware of them. Now, having chosen to part with these cases, this Court is of the view that they must be recorded for the benefit of My Lord, the Honourable Chief Justice.

10. The Registry is therefore required to post the matter before some other Bench or Court dealing with Constitutionality of Section 105, after obtaining the appropriate orders of the Honourable Chief Justice."

10. The Court noticed that the matters were tagged with those petitions where the constitutional validity of Section 105-A of the Right to Fair Compensation and Transparent in Land Acquisition, Rehabilitation and Resettlement Act, 2013 was challenged. The learned Single Judge, under the said order quoted above, directed the matter to be placed before the Hon'ble Chief Justice for obtaining orders as to whether the matter should be heard by a learned Single Judge or should go before the Division Bench.

11. The Registry placed a Note on 14.9.2018 before the Hon'ble Chief Justice, whereupon a direction was issued that the same be listed as per roster. Accordingly, the matter went up before the Division Bench, where submissions were noted and the Airport Authority of India was directed to furnish details of payment of lease rent to the land owners from 2013 onwards and learned Government Advocate was directed to produce Files regarding the determination of compensation per square feet in respect of the acquired lands. The order dated 28.2.2019 is extracted hereunder:

"Ms.P.Bagyalakshmi, learned counsel for the petitioner submitted that acquisition proceeding was initiated in the year 2011. There was an offer to pay Rs.1,500/- per sq.ft., as compensation for the lands to be acquired. She further submitted that though Airport Authority of India, is in possession, in some cases, lease amount is not paid from 2013 and in some other cases, lease amount is not paid from 2015 onwards.

2. The grievance of the petitioners is that the petitioners have been put to hardship that Airport Authority of India, having occupied the land, has not paid either the lease amount or the compensation, as agreed for the lands to be acquired.

3. Mr.Akhil Akbarali, learned Government Advocate submitted that compensation amount as submitted by the petitioner, has not been arrived at. However, Ms.P.Bagyalakshmi, learned counsel for the petitioner, refute the same.

4. Mr.Akil Akbarali, learned Government Advocate, is directed to produce entire files as regards the determination of compensation per square feet, for the lands to be acquired.

5. Ms.Arul Mary, learned counsel for Airport

Authority of India, is directed to furnish all the details of payment of rent to the land owners from 2013 onwards.

6. Learned counsel for the parties, shall inform this order of this Court and get appropriate instructions.

7. Post on 04.03.2019 at 2.15. p.m."

12. On 4.3.2019, the Bench dealing with the matter, passed an order that the matter be placed before the Hon'ble Chief Justice for suitable orders. The order dated 4.3.2019 is extracted hereinunder:

"Ms.P.Bagyalakshmi, learned counsel for the petitioner in all the writ petitions submitted that Vires of Section 105-A of the Land Acquisition Act 2013, has not been challenged.

2. Material on record discloses that, on 09.11.2018, a Hon'ble Division Bench of this Court, has passed the following order:-

"In the order dated 12.03.2018 in W.P.No.2116 of 2017 etc. batch at paragraph 7, it is, inter alia, observed that' in some cases, stay orders have been obtained and it is to delay and deflect the interest of all concerned, the petitioners want the cases to be tagged with those set of cases where Constitutionality of Section 105-A is involved.

2. Further, the Learned Counsel for the Petitioner had addressed a communication to the Registry dated 09.03.2018, among other things, stating that the matter involved is a Constitutional Issue.

3. In view of the above, the Registry is directed to list the matters before the Hon'ble Division Bench, where Vires of Section 105-A of the Right to Fair Compensation and Transparency in Land Acquisition, Act, 2013 is assailed."

3. Ms.P.Bagyalakshmi, learned counsel for the petitioner further submitted that on 21.02.2019, the following letter has been addressed to the Registrar (Judicial), High Court, Madras.

"P.BAGYALAKSHMI
ADVOCATE

The Madras Bar Association, High Court
Buildings, Chennai - 600 104. Mobile: 98409
61964

Date:21/2/19

To The Registrar (Judicial),
High Court,
Chennai - 104.

Sir,

Sub: High Court, Chennai - W.P.No.
2116/2017 and batch cases.

The above matter is filed almost by all the senior citizens who are more than 75 to 80 years. We as counsel on record driven to pillar to post to list the case.

The case is filed for a mere Mandamus for a direction to fix the compensation amount for the land to be acquired by the government for expansion of Coimbatore international airport. Even though the AAI is in illegal unauthorised possession of the petitioners' property without paying any lease amount we sought lease to be paid from 2015 onwards. The lease amount is not paid to the land owners till date and no compensation amount at all is paid to them, the govt is just squatting over the properties of all the land owners to the detrimental interest of the citizens illegally.

Therefore the above writ petitions are filed for mere Mandamus and I make it clear we have nowhere challenged the vires of the act. When the centre and state government does the illegality and the poor senior citizens approach this Hon'ble Court they are driven from pillar to post even for listing of the case before appropriate bench. Whatever is the decision and whichever is the bench the petitioners would like to accept from this Hon'ble Court at the earliest. Even for their day today life

the petitioners are suffering for daily bread medical expenses education and even to arrange for their children's weddings, one of the family wedding itself stopped due to insufficient funds in the family.

Kindly consider the sufferings and plight of the petitioners I request and plead beg to direct the registry to immediately post the case before concerned portfolio judge without any further delay. This is very urgent and any case of a senior citizen cannot be kept pending for so long even to get interim orders to get a direction for payment of lease amount.

Therefore I request you to kindly consider and direct the registry to include the matter in the list for hearing for that I am driven from pillar to post for the posting section to the joint registrar to the record section to the registrar etc. I once again plead beg and request you to include the above matter in the list for hearing and thus oblige.

Thanking You

Yours faithfully,

P.Bagyalakshmi"

4. When the attention of this Court was brought to the notice of the letter dated 21.02.2019, we directed the Registry to post the writ petitions.

5. Learned counsel for the parties made submissions and on 28.02.2019, we recorded as hereunder:-

"Ms.P.Bagyalakshmi, learned counsel for the petitioner submitted that acquisition proceeding was initiated in the year 2011. There was an offer to pay Rs.1,500/- per sq.ft., as compensation for the lands to be acquired. She further submitted that though Airport Authority of India, is in possession, in some cases, lease amount is not paid from 2013 and in some other cases, lease amount is not paid from 2015 onwards.

2. The grievance of the petitioners is that the petitioners have been put to hardship that Airport Authority of India, having

occupied the land, has not paid either the lease amount or the compensation, as agreed for the lands to be acquired.

3. Mr.Akhil Akbarali, learned Government Advocate submitted that compensation amount as submitted by the petitioner, has not been arrived at. However, Ms.P.Bagyalakshmi, learned counsel for the petitioner, refute the same.

4. Mr.Akil Akbarali, learned Government Advocate, is directed to produce entire files as regards the determination of compensation per square feet, for the lands to be acquired.

5. Ms.Arul Mary, learned counsel for Airport Authority of India, is directed to furnish all the details of payment of rent to the land owners from 2013 onwards.

6. Learned counsel for the parties, shall inform this order of this Court and get appropriate instructions.

7. Post on 04.03.2019 at 2.15. p.m."

6. In none of the prayers made in the writ petitions, petitioners have challenged the vires of Section 105-A of the Land Acquisition Act, 2013.

7. Ms.P.Bagyalakshmi, learned counsel for the petitioner further submitted that when she mentioned before the Hon'ble Division Bench comprising of Hon'ble Justice R.Subbiah and Hon'ble Justice R.Pongiappan, matters were directed to be listed before this Bench.

8. As early as on 09.11.2018, there is a direction by a Hon'ble Division Bench comprising of Hon'ble Justice M.Venugopal and Hon'ble Justice R.Pongiappan, to list the matters before the Hon'ble Division Bench, where Vires of Section 105-A of the Right to Fair Compensation and Transparency in Land Acquisition Act, 2013, is challenged. According to the learned counsel, another Hon'ble Division Bench, comprising of Hon'ble Justices R.Subbiah and R.Pongiappan, to post the matters before this Bench. It is difficult

to ascertain circular of the High Court, regarding listing to be respected and followed. Ordinarily, a Writ of Mandamus and a Certiorarified Mandamus to quash acquisition proceeding not challenging the vires of the statutory provisions/statutory rules/statutory regulations, would be listed before a learned Single Judge. As stated supra, in none of the writ petitions Vires of Section 105-A is challenged.

9. Grievance of the petitioner appears to be that there are senior citizens who are more than 75 to 80 years, writ petitions are pending for quite some time.

10. In the abovesaid circumstances, Registry is directed to prepare a note, with the orders passed by the other Hon'ble Division Bench of this Court, letter of the learned counsel for the petitioner and place the same, before the My Lord the Honourable the Chief Justice, High Court, Madras, for suitable orders."

13. On 25.3.2019, the then Hon'ble Chief Justice passed an order that since the counsel are taking different pleas before the learned Single Judge and Division Bench, hence, the cases are assigned to roster Division Bench. The matter was again listed before a Division Bench, that passed an order on 15.7.2019 to the following effect:

"The petitioners herein have filed these writ petitions, either challenging the notification issued under Section 3 (1) or 3 (2) of The Tamil Nadu Acquisition of Land for Industrial Purposes Act, 1997, or for issuing a Mandamus directing the respondents to determine the compensation amount payable to them together with interest. However, the learned counsel for the petitioners, during the course of hearing of these writ petitions, has made an endorsement to the effect that she is not insisting the prayer sought for in these writ petitions as such in so far as it relates to challenge made to the notification issued under Section 3 (1) of The Act but confine the relief in all these writ petitions only in so far as it relates to the prayer for Mandamus directing the respondents to fix and determine the compensation amount payable to the petitioners. After hearing the counsel for the petitioners as well as the respondents in these petitions at length, we have reserved the case for "passing orders" on

12.06.2019. Thereafter, for the purpose of certain clarification, these writ petitions were posted under the caption "for clarification" on 14.06.2019 and on that date, at the request of both sides, the hearing in the writ petitions was adjourned to 02.07.2019 and thereafter to 08.07.2019.

2. When these writ petitions were under our consideration for passing orders, the Division Bench of this Court in WP No. 22448 of 2018 etc., batch had an occasion to consider the validity of (1) The Tamil Nadu Acquisition of land for Harijan Welfare Schemes Act, 1978 (Tamil Nadu Act 31 of 1978) (2) Tamil Nadu Acquisition of Land for Industrial Purposes Act, 1997 (Tamil Nadu Act 10 of 1999) and (3) Tamil Nadu Highways Act, 2001 (Tamil Nadu Act 34 of 2002). After considering the various submissions, the Division Bench, in the Judgment dated 03.07.2019, in para No.115 held that since the President has given the assent to the New Act on 27.09.2013, all the three States Acts had become repugnant to the Central enactment and therefore these Acts have become void on 27.09.2013 and consequently, the acquisition of lands made by invoking these three Acts after 27.09.2013 are declared as illegal.

3. When these writ petitions were taken up for hearing on 08.07.2019, by referring to the order dated 03.07.2019 in WP No. 22448 of 2018 etc., batch, the learned Additional Advocate General appearing for the respondent sought time purportedly on the ground that Government had taken steps to prefer a Special Leave Petition before the Honourable Supreme Court challenging the Order dated 03.07.2019 passed in WP No. 22448 of 2018 etc., batch. It is also submitted by the learned Additional Advocate General appearing for the respondent that an application seeking interim stay of the order dated 03.07.2019 passed in WP No. 22448 of 2018 etc., batch has been filed before the Honourable Supreme Court and they are likely to get an order of interim stay. By saying so, the learned Additional Advocate General appearing for the respondents sought further time. Accordingly, the hearing in the writ petitions was adjourned to 02.07.2019 and subsequently it was once again adjourned to today i.e., 15.07.2019.

4. Today, when these writ petitions are taken up for hearing, the learned counsel for the petitioners insisted for a direction to direct the respondents herein to pay the arrears of lease amount to the petitioners pending disposal of these writ petitions.

5. However, the learned Senior counsel appearing for the Airports Authority of India would submit that only in two cases, there is an outstanding lease amount. By referring to WP No. 2116 of 2017, the learned Senior counsel for Airports Authority of India would contend that the notification under Section 3 (1) of the Act in respect of WP No. 2116 of 2017 was issued on 13.10.2015. In this case, the lease amount was paid upto 31.12.2014 and only from 01.01.2015, the lease amount is required to be paid till the date of notification namely 13.10.2015. Similarly, in respect of the lands of the petitioners in WP No. 13430 of 2017, the notification under Section 3 (1) of the Act was issued on 13.10.2015 and the lease amount has been paid upto 10.01.2013 and from 11.01.2013 till 13.10.2015, the respondents are liable to pay the lease amount. According to the learned Senior counsel appearing for the Airports Authority of India, from the date of notification under Section 3 (1) of the Act, the lands vest with the Government and therefore, after the date of notification under Section 3 (1) of the Act, the respondents/Airports Authority of India, need not pay any lease amount to the petitioners. Thus, according to the learned Senior counsel for the Airports Authority of India, except in these two cases, in all other cases, the respondents have paid lease amount from the date of notification under Section 3 (1) of the Act to the petitioners.

6. However, the learned counsel for the petitioners would contend that in all these cases, lease amount has to be paid up to date by the respondents, but they did not pay.

7. The learned Senior counsel for the Airports Authority of India disputed the claim made by the learned counsel for the petitioners. Therefore, this Court expressed the view that the respondents shall consider disbursing the lease amount in respect of those claims which are admitted by the

respondents themselves and the correctness or otherwise of such payments to be made by the respondents can be subject to the final order to be passed in the writ petitions. The learned Senior counsel appearing for the Airports Authority of India agreed for the same. However, the learned counsel for the petitioners disagreed and submitted if this Court is not inclined to pass an interim direction in all the cases, let the writ petitions be posted before some other Division Bench for hearing.

8. In view of such submission made by the learned counsel for the petitioners, we are of the opinion that it would not be appropriate for us to deal with these writ petitions any longer. Accordingly, these writ petitions are ordered to be de-part-heard. Registry is directed to post these writ petitions before some other Division Bench after obtaining orders from The Honourable The Chief Justice."

14. The Hon'ble Chief Justice thereafter called for an explanation from the staff as to why the matter was not listed before the appropriate Bench, whereafter the same was listed before another Division Bench, that passed the following order on 12.9.2019:

"In continuation and in conjunction with the earlier order dated 15.07.2019, this Court is passing the following order :

2.Heard the submissions of learned counsel for the petitioners and Mr.V.Anantha Murthy, learned Additional Government Pleader, appearing for the official respondents of the State of Tamil Nadu and Dr.FRA.Xavier Arul Raj, learned Standing Counsel appearing for 'Airport Authority of India' ('AAI' for brevity) and also perused the materials placed before this Court.

3.The matter in issue pertains to acquisition of land for expansion of runway of Coimbatore International Airport of AAI.

4.The counter affidavit of the 3 rd respondent filed in these writ petitions would disclose the following facts. The predecessors of the land owners of the subject lands and the Department of Defence entered into a lease agreement on 08.08.1942. Later, a part of the land was

transferred to the Department of Civil Aviation in the year 1947. Since then, the lands are under the enjoyment of the AAI. A proposal was mooted for expansion of runway of Coimbatore International Airport and acquisition of the land was sought to be made under the provisions of the 'Tamil Nadu Acquisition of Land for Industrial Purposes Act, 1997' ('Industrial Purposes Act' for brevity) and some of the land owners made a challenge to the acquisition proceedings and some of them were interested in getting compensation amount towards the acquisition at the earliest point of time.

5. The land owners made a request to hike the lease rent and accordingly, a joint meeting was convened on 22.08.2006 in the presence of the jurisdictional District Revenue Officer, the officials of AAI, wherein, the land owners made a request that 5% of the land cost, assessed by the District Collector, Coimbatore, in Ref. No.26021/2003/F1 dated 15.11.2004, shall be fixed as lease rent. The same was accepted and the lease amounts were also been regularly paid upto 31.12.2014 in respect of Singanallur Village. The proposal has been made out for acquiring the lands and hence, for the said purpose, a notification under Section 3(2) of the Industrial Purposes Act was issued and it was also published in the local dailies on 22.04.2011 and 30.04.2011. Objections were invited from the persons interested and thereafter, the same notification was published in the State Gazette under Section 3(1) of the Industrial Purposes Act on 10.01.2013, 18.08.2015 and 14.10.2015. Initially, the land value for the subject lands was fixed at Rs.41,81,760/-. Subsequently, the AAI was requested by the District Collector to deposit the amount of Rs.3,19,20,160/- being the lease rent due and a sum of Rs.1,34,74,233/- being the lease rent for the period from 01.01.2014 to 31.12.2014 was deposited in respect of lease holders of Singanallur Village.

6. After the issuance of the notification under Section 3(1) of the Industrial Purposes Act, an issue arose as to the payment of the lease amount. The Government decided that, while pronouncing the award under the Industrial Purposes Act, the land value will be calculated as on the date of notification under Section 3(2) of the Act with 12% additional market value. A stand was taken by the

Government that, since the land is absolutely vested with the Government free from all encumbrances, there is no necessity to pay the lease rent and subsequently, it was also agreed by the land owners that the lease amount paid for the acquisition could be deducted out of the award amount to be calculated and disbursed to them.

7. For the purpose of fixing the rate of compensation, a meeting was conducted under Section 7(2) of the Industrial Purposes Act. Initially, it was fixed at the rate of Rs.200/- per sq.ft. and the land owners demanded a compensation at the rate of Rs.2,000/- per sq.ft.

8. The Special District Revenue Officer (Land Acquisition), Extension of Runway at Coimbatore International Airport, convened the meeting with the concerned officials of the AAI, wherein, the land owners have also participated and in respect of Block No.7/house sites, compensation was sought to be fixed at the rate of Rs.1,500/- per sq.ft and for agricultural lands, compensation was sought to be fixed at the rate of Rs.900/- per sq.ft., so also in respect of the lands in Block Nos.1, 2. In respect of Block No.15 of Kalapatti Village, it was fixed at the rate of Rs.900/- per sq.ft. for the lands which are classified as agricultural lands as per the revenue records. It is primarily submitted by the learned counsel appearing for the Revenue authorities that there is no agricultural land and the fact remains that the said lands are within the limits of Coimbatore City Municipal Corporation and admittedly, the lands are located very nearer to the Airport and further, a lot of commercial entities and residential localities are there and therefore, compensation cannot be fixed on the ground that the lands are classified as agricultural lands as per the revenue records.

9. Though, some of the land owners made a challenge to the acquisition proceedings, some of them are interested in getting a fair and adequate compensation and right of access at the earliest point of time. The notification under Section 3(1) of the Industrial Purposes Act came to be issued and published in the State Gazette, as early as between the years 2013-2015 respectively, and thereafter nothing has moved forward. The AAI took a stand that a compound wall is put around, taking

into consideration the security aspect, since, in the light of the notification issued under Section 3(1) of the Act, the land vests with the Government free from all encumbrances and the AAI is entitled to put up the compound wall. The learned Standing Counsel appearing for the AAI would submit that the payment of lease amount after the notification is also subject to the clarification letter of the District Collector, Coimbatore, dated 06.10.2016, wherein, it has been stipulated that the lease amount paid, if any, after the date of notification, shall be adjusted from the final compensation amount to be determined.

10.The fact remains that despite consensus having been reached to fix the compensation at the rate of Rs.1,500/- per sq. ft. in respect of the lands classified as house sites and Rs.900/- in respect of the lands classified as agricultural lands, nothing is moving forward. When the Court has put a query to Mr.V.Anantha Murthy, learned Additional Government Pleader, appearing for the official respondents of the State of Tamil Nadu, on instructions, he submitted that in respect of the lands located in Block Nos.1, 3, 11 and 20, a proposal has been routed through the Commissioner of Land Administration and now, it is pending before the Finance Department and in respect of Block No.15, it is pending before the Transport Corporation and so far as Block No.2 is concerned, it is still with the District Collector of Coimbatore District.

11.The land owners have been deprived of their benefits due to this delayed process and therefore, it is the duty and obligation, cast upon the concerned authorities to ensure payment of compensation to the land owners at the earliest, however, it has got prolonged for nearly four years. As a result of this undue and unexplained delay, according to the learned counsel for the petitioners, the land owners with meager land holdings continue to suffer very much and that apart, in respect of the lands owned by them, which are not the subject matter of acquisition, a statutory right to have access is also being denied. According to the learned Standing Counsel appearing for the AAI, there is an alternate access available and the pathway or access or whatever, through which the land owners claim access, is only

for the benefit of the AAI and as such, the land owners are not entitled to claim such a right of access.

12. Section 105(A) of the Tamil Nadu Act 1 of 2015 was put under challenge, wherein, the Tamil Nadu Highways Act, 2001 and Industrial Purposes Act came to be inserted. A Division Bench of this Court, in *Caritas India, Chennai - 600 060 v. Union of India, Department of Law and Justice, New Delhi and others* [2019 (4) CTC 737] has held that, Article 254(1) of the Constitution of India by its operation rendered the impugned Tamil Nadu Legislations repugnant and null and void as on the date on which the New Act was made, i.e., 27.09.2013, the date of making of the New Act, in the light of the decision reported in *State of Kerala v. Maar AppraemKuri Co.* [2012 (7) SCC 106], and therefore, the impugned Acts do not survive.

13. The materials placed before this Court would prima facie indicate that there is undue and unexplained delay in determining and disbursing the compensation for nearly four years and the only explanation offered by the learned Additional Government Pleader, on instructions, is that the files are under circulation before the Finance Department and Transport Department and pending with the District Collector, Coimbatore, respectively. This Court takes into consideration the hardship, difficulties and anxiety of the land owners, as explained by the learned counsel for the petitioners. Therefore, for the purpose of rendering effective and necessary assistance to this Court and to solve this issue, the Secretary to Government, Finance Department, Secretariat, Chennai - 600 009, the Secretary to Government, Transport Department, Secretariat, Chennai - 600 009, the District Collector, Coimbatore District, as well as the Special District Revenue Officer (Land Acquisition), Extension of Runway at Coimbatore Airport, District Collector Office Complex, Coimbatore-18, shall remain present before this Court on 03.10.2019, for providing necessary assistance to this Court.

Call on 03.10.2019 under the caption "Part Heard"

15. The same Bench passed the following order on 3.10.2019, which is extracted hereinunder:

"(1)This Court, in continuation and in conjunction with the earlier order dated 12.09.2019, is passing the following order.

(2)In compliance of the order, [1] Mr.S.Krishnan, I.A.S., Principal Secretary to Government, Finance Department, Secretariat, Chennai-600 009 ; [2] Mr.J.Radhakrishnan, I.A.S., Principal Secretary to Government, Transport Department, Secretariat, Chennai-9 ; and [3] Mr.K.Rajamani, District Collector of Coimbatore are present before this Court for the purpose of assisting this Court.

(3)It is brought to the knowledge of this Court challenging the legality of the judgment rendered by a Division Bench of this Court reported in 2019 [4] CTC 737 [Caritas India rep. by Diocesan Director Fr.Anthony Raj Vs. Union of India, Department of Law and Justice rep. by its Secretary and Others], SLP.[Civil] Nos.22727 to 22730 of 2019 were filed and the said Special Leave Petitions were entertained and the Hon'ble Supreme Court of India has ordered maintenance of Status Quo as per the order dated 08.09.2014 made in WP.No.24182/2014.

(4)The Secretary to Government, Finance Department as well as the Secretary to Government, Transport Department would assure that all necessary and expeditious steps have already been taken to address the grievances of the land owners and come out with a workable solution within a month from today and also undertake to file Status Reports in this regard.

(5)The Court heard the submissions of Mrs.Narmadha Sampath, learned Additional Advocate General assisted by Mr.V.Anandhamurthy, learned Additional Government Pleader appearing for the State, Mrs.Bakiyalakshmi, learned counsel appearing for the petitioners, who would submit that despite the undertaking given to pay and settle the compensation at the earliest, nothing is moving and as usual, administrative reasons are cited to delay the payment of compensation and as a result, the land owners are suffering very much without the compensation amount for nearly 4 years and odd and prays for immediate and appropriate orders to alleviate their grievance.

(6) In the light of the submissions made by the Secretaries of the respective Departments and also taking into consideration, the submissions made by the learned counsel for the petitioners and the learned Additional Advocate General appearing for State as well as the learned Standing counsel appearing for the Airport Authority of India, this Court is inclined to grant one more opportunity to file the Status Reports which would indicate the positive response and workable solution as to the payment of compensation to the land owners.

(7) Call on 11.11.2019.

(8) The presence of the above officials are dispensed with."

16. Upon the change of roster, the matter came to be listed before the Bench presided over by one of us [Chief Justice] and after a couple of hearings, the following order was passed on 20.12.2019 directing the State Government to deposit the entire amount of compensation as indicated in the affidavit, which is extracted hereinafter:

"We have heard learned counsel for the parties.

2. The issue relating to acquisition of the land even though has been raised with a prayer for quashing of the proceedings, yet after deliberations, we find that the land which has been acquired is being claimed by the petitioners to be under their ownership, for which compensation has not been paid till date. It is for this reason, we had called for status report.

3. An affidavit has been filed by the District Collector, Coimbatore, wherein, it has been stated that for Block No.1 - Singanallur Village, a sum of Rs.189,29,71,894/- has already been sanctioned and released for disbursement subject to the scrutiny of the documents pertaining to the land owners. In respect of Block No.2 - Singanallur Village and Block No.15 - Kalapatti Village, it has been stated that the matter has been processed and proposal has been despatched to the Government on 16.12.2019 for issuing necessary orders. It is stated by learned Additional Advocate General that orders have not been issued so far.

4. In the background above and subject to the adjudication of the controversy and without

prejudice to the rights of the petitioners, we direct that the entire amount as indicated in the affidavit in respect of Block No.1 shall be deposited with the Registrar General of this Court on 13 th January 2020. The State Government shall pass orders and release the sanction for Block No.2 and Block No.15 by the said date. The Chief Secretary, Government of Tamil Nadu is hereby directed to ensure that the amount for Block No.2 and Block No.15 is also deposited before this Court by the date fixed. The cases will proceed thereafter. Any disobedience of this order might invite appropriate action in the matter.

Put up on 13.01.2020."

17. The matter was thereafter adjourned and could not be taken up during the intervening Corona period, whereafter on the request made by the parties, particularly the petitioners, the following order was passed on 29.7.2020:

"We have heard learned counsel for the petitioners and the learned Additional Advocate General and have also perused the provisions of Section 7 of the Tamil Nadu Acquisition of Land for Industrial Purposes Act, 1997, read with the Tamil Nadu Acquisition of Land for Industrial Purposes Rules, 2001. The first issue which has been canvassed by the learned Additional Advocate General is that the petitioners having given their consent for receiving the amount of compensation as agreed upon, they cannot now decline to take that compensation or alter their stand. It is this first issue that we proceeded to examine along with the provisions of Section 7 of the Act read with Rule 10 and Form-F of the 2001 Rules. The stated consent has been filed along with the typed set of papers filed on behalf of the respondent through the Special Government Pleader which extends from page 397 to 415 of the Typed Set papers-II. The agreement has to be with the State Government as per the provisions aforesaid. The State Government is defined in Section 2(b) of the 1997 Act and the word 'Collector' has been defined in Section 2(a) of the Act. Prima facie we find that the language used in Section 7(2) read with Rule 10 is that the Government shall pay and the agreement has to be between the Government and the tenure holder.

2.Learned Additional Advocate General submitted that the Collector had the power for which several Government Orders were issued in the year 2017. The compilation of the said G.Os. has also been placed from page 417 to 427 of the same typed set of papers referred to above.

3.The question of delegation of powers by the Government in respect of the power exercisable by it is governed by Section 23A of the 1997 Act, which provision came to be introduced by Tamil Nadu Act 17 of 2005 with effect from 12.07.2005.

4.Learned Additional Advocate General prays that she may be granted time till 31.07.2020 to organise the documents as well as the arguments, keeping in view the aforesaid documents and submissions that have been noticed by the Court.

List on 31.07.2020."

18. This is how the writ petitions were finally heard by us and orders were reserved.

19. We may first deal with the issue of lease rent to which the petitioners claim entitlement.

20. The argument of Smt P.Bagyalakshmi is that so long as the respondents are continuing in possession without making any payment of compensation to the petitioners of the land acquired, the petitioners continue to be the owners of the land and therefore, they are entitled to the lease rent with all arrears on that count upto date.

21. This is opposed by the respondents on two grounds. Firstly, that once the land has been acquired in terms of the 1997 Act, then according to Section 4 thereof, the land vests in the respondent State free from all encumbrances and from the date of such vesting, no lease rent is payable. Secondly, any lease rent so paid beyond the period of vesting is liable to be adjusted from the compensation payable and therefore, if the respondents have been compelled to make any such payments, the same is liable to be adjusted, for which the petitioners have also given an undertaking to that effect before the Collector.

22. The issue is, as to till what time the petitioners were entitled to receive the lease rent or would continue to receive the same in the aforesaid background.

23. It is no gainsaying that once the land has been acquired and vesting takes place under Section 4 of the 1997 Act, then in that event, the lease rent would be payable to the petitioners only upto the date of final notification under Section 3(1) of the 1997 Act. The reason is not far to see as the petitioners ceased to be the owners so as to claim any lease rights over the land after the notification is issued under Section 3(1) of the Act and the land vests under Section 4 thereof.

24. The contention raised by the petitioners is that possession has not been lawfully taken, and there is no symbolic transfer of possession, even though the respondents were in physical occupation by virtue of the lease deeds. The contention is that if possession has not been taken after acquisition in terms of the 1997 Act which has to be symbolically performed, then in that event, in the absence of any compensation having been paid, the possession continues with the petitioners in law and therefore, they are entitled for the lease rent. We are unable to agree with this proposition, inasmuch as, so long as notifications pertaining to the acquisition are not set aside, the fact remains that the land was in possession of the respondents physically and the land was acquired under the provisions of the 1997 Act, which acquisition proceedings having not been held to be invalid so far. In such circumstances, the argument that symbolic possession has not been taken and therefore, the ownership continued in favour of the petitioners is an argument that cannot be countenanced against the facts on record. The right and interest of the parties to be governed by the lease deed ceases upon issuance of the acquisition notification in the Gazette under Section 3(1) of the Act and the land by virtue of the operation of Section 4 of the 1997 Act vests in State free from all encumbrances. The ownership therefore stands transferred in absolute terms, whereby the petitioners stood divested of the land and undisputedly the physical possession was already with the respondents. In the given circumstances, the lease rent is accordingly payable only upto the date of the notification under Section 3(1) of the 1997 Act. This calculation, therefore, has to be made, keeping in view the other findings recorded by us hereinafter pertaining to acquisition and payment of compensation.

25. There is one legal aspect which deserves to be pointed out at this stage viz., that a Division Bench of this Court vide judgment dated 3.7.2019 had quashed the local Land Acquisition Acts, including the 1997 Act on the ground of the promulgation of the 2013 Act. An S.L.P. was filed against the same where an

interim order was passed, but later on the State Government passed a re-validation Act on 5.12.2019. Thus, the provisions of the 1997 Act survived and are available for the purpose of decision of the present case.

26. There is no challenge now surviving against the acquisition and the notifications under Section 3(1) of the 1997 Act, keeping in view the statement made by the counsel as recorded in paragraph (1) of the order of the Court dated 25.3.2019 and the consensus acknowledged in paragraph (9) and (10) of the Court order dated 12.9.2019 quoted above and reiterated during the course of final submissions once again. The contentions are now confined only to the issue of lease rent as already decided by us hereinabove and to the rate of compensation and other ancillary claims in respect thereof.

27. The contention raised on behalf of the State is that the resistance of the petitioners to receive higher compensation or resist the acquisition now is an attempt to overcome their own consent tendered by them in the negotiations that ensued between the Government and the petitioners, whereby the petitioners in respect of rural area agreed to surrender all rights on a lumpsum payment of Rs.900/- per square feet as full and final payment and in respect of urban area at the rate of Rs.1500/- per square feet. These consent letters in a big compilation have been brought on record and it is urged that the petitioners now cannot resile back and take a different stand. In the event the aforesaid offer made by them was not acceptable, then they had a right to question the same, for which the determination has to be made by the Collector.

28. At this juncture, a reference to the provisions of the 1997 Act is necessary. If a land owner/tenure holder/person interested seeks to receive the amount of compensation, then the process of determination has been provided for under Chapter III of 1997 Act. Sections 6 and 7 are extracted hereinunder:

"6. Right to receive amount. - Every owner or person interested in any land acquired under this Act, shall be entitled to receive and be paid an amount as hereinafter provided.

7. Determination of amount.- (1) Where any land is acquired by the Government under this Act, the Government shall pay an amount for such acquisition which shall be determined in accordance with the provisions of this section.

(2) Where the amount has been determined by

agreement between the Government and the person to whom the amount has to be paid, it shall be paid in accordance with such agreement.

(3) Where no such agreement can be reached, the Government shall refer the case to the Collector for determination of the amount to be paid for such acquisition as also the person or persons to whom such amount shall be paid :

Provided that no amount exceeding such amount as the Government may, by general order, specify, to be paid for such acquisition shall be determined by the Collector without the previous approval of the Government officer as the Government may appoint in this behalf.

(4) Notwithstanding anything contained in sub-section (3) after the case is referred to the Collector under that sub-section, but before he has finally determined the amount, if the amount is determined by agreement between the Government and the person to whom the amount has to be paid, such amount shall be paid by the Collector in accordance with such agreement.

(5) Before finally determining the amount, the Collector shall give an opportunity to every person to whom the amount has to be paid to state his case as to the amount.

(6) In determining the amount, the Collector shall be guided by the provisions contained in Sections 23 and 24 and other relevant provisions of the Land Acquisition Act, 1894 (Central Act I of 1894) subject to modifications that-

(a) in the said section 23, the references to the date of publication of the notification under section 4, sub-section (1) and the time of publication of the declaration under section 6 of the said Act shall be construed as references to the date of publication of notice under sub-sections (2) and (1), respectively, of section 3 of this Act; and

(b) in the said section 24, the references to the date of publication of notification under section 4, sub-section (1) and the date of publication of the declaration under

section 6 of the said Act shall be construed as references to the date of publication of notice under sub-sections (2) and (1), respectively, of section 3 of this Act.

(7) For the purpose of determining the amount-

(a) the Collector shall have power to require any person to deliver to him such returns and assessments as he considers necessary;

(b) the Collector shall also have power to require any person known or believed to be interested in the land to deliver to him a statement containing as far as may be practicable, the name of every other person interested in the land as co-owner, mortgagee, tenant or otherwise, and the nature of such interest, and of the rents and profits, if any, received or receivable on account thereof for three years next preceding the date of the statement.

(8) Every person required to deliver a return, assessment or statement under sub-section (7) shall be deemed to be legally bound to do so within the meaning of section 175 and section 176 of the Indian Penal Code (Central Act XLV of 1860).

(9) The Collector may hear expert witnesses if it be necessary to do so in any particular case.

(10) The Collector or any officer authorized by him in this behalf shall be entitled to enter in and inspect any land which is subject to proceedings before him.

(11) The Collector shall dispose of every case referred to him under sub-section (3) for determination of amount as expeditiously as possible and in any case [within six months from the date of such reference].

(12) Where any case is referred to any Collector under sub-section (3), the Government may, at any stage by order in writing and for reasons to be recorded therein, transfer it to any other officer, and upon such transfer, unless some special directions are given in the order, the officer to whom the case is transferred, may hear and dispose of the case from the stage at which it was transferred or the case may be heard and disposed of by him de novo.

29. Payment of amount is provided for in Section 10 of the Act, that is extracted hereinunder:

"Payment of amount.- (1) Where the amount is determined by agreement, the Government shall pay such amount to the person or persons entitled thereto.

(2) Where the amount is determined by the Collector or by any other officer under the provisions of section 7, the Government shall tender payment of the amount determined to the persons entitled thereto according to such determination and shall pay to them unless prevented by someone or more of the contingencies mentioned in sub-section (3).

(3) If the persons entitled to amount according to the decision of the Collector do not consent to receive it, or if there be no person competent to alienate the land or if there be any disputes as to the title to receive the amount, the Government shall deposit the amount so determined in the Court:

Provided that any person admitted to be interested may receive such payment under protest as to the sufficiency of the amount:

Provided further that nothing herein contained shall affect the liability of any person, who may receive the whole or any part of any amount determined under this Chapter, to pay the same to the persons lawfully entitled thereto."

30. Rules 10 and 11 of the 2001 Rules are extracted hereinunder:

"10. Determination of amount by agreement.- The agreement to be executed by the Government and the person to whom the amount has to be paid under subsection (2) of section 7 shall be in Form F.

11. Proceedings of the Collector determining the amount.- The proceedings of the Collector determining the amount under section 7 shall be on the lines specified in Form G. The Collector need not fill up this Form in his own hand, but he shall sign it. A copy of the proceedings shall be furnished free of charge to the person interested."

31. Upon a consent being arrived at on a settled amount, an agreement has to be entered into, which has to be registered with stamp duty payable thereon, which is provided for in Form "F" that is extracted hereinunder:

Form F

[See Rule 10]

Agreement to be Executed when Land is Acquired for Industrial Purposes under Sub-Section (2) of Section 7 of the Tamil Nadu Acquisition of Land for Industrial Purposes Act, 1997 (Tamil Nadu Act 10 of 1999)

An agreement made this day of 2001 of between the Governor of Tamil Nadu acting through (hereinafter called the "Government") on the one part and (herein after called the owner/ person interested which expression shall, unless repugnant to the context or meaning thereof include his/ their successor and assignees) on the other part.

Whereas, the right, title, and interest of the owner/ person interested in the following land/ lands (hereinafter called the land/ lands) is/ are as specified below:

(a) owner being the absolute owner of the property or having an interest therein, capable of leading to ownership, ultimately hereinafter mentioned and hereby conveyed in the following shares:-

(1) Son of share ..

(2) Son of
share ..

(3) Son of
share ..

(b) where the land/ lands are held by the person interested under the owners named hereinafter with respective terms and nature of interest:

(1) Son of Definite term and nature of interest

(2) Son of Definite term and nature of interest

(3) Son of Definite term and nature of interest

And whereas, the said lands/ lands specified in the Schedule below have been acquired under the Tamil Nadu Acquisition of Land for Industrial Purposes Act, 1997 (Tamil Nadu Act 10 of 1999) in respect of which notice under sub-section (1) of section 3 was published by the Department in Part Section of the Tamil Nadu Government Gazette, dated the;

And, whereas, the owner/ person interested agrees to the deduction of the total amount deposited in case any or all of the thing(s) attached to the earth or permanently fastened to anything attached to the earth is withdrawn with the prior approval of the Government;

And, whereas, the owner/ person interested further agrees to the deduction of the amount to be mentioned in case they are allowed to harvest the standing crop thereon, by the Government;

Now, therefore, the owner/ person interested do hereby agrees with the Government as follows:

(1) The Government shall be competent to pay the amount determined as per the terms of this agreement with any further enquiry which is required to be held under the provisions of the Act.

(2) If the Government deem it necessary to take immediate possession of the land under acquisition even that there is a standing crop on it, the

Government will be entitled to do so provided that compensation for the standing crop is paid.

(3) The owner/ person interested shall not claim any amount in addition to the amount agreed upon aforesaid as compensation and accept it without any protest.

(4) If it hereafter or after the payment of compensation transpires that the owner/ person interested is not entitled to the entire amount of compensation paid by the Government in terms of this agreement in respect of the said lands as mentioned at the end, the Government is required to pay any compensation to any other person, the owner/ person interested shall, on demand, refund to the Government the entire amount of money received by the owner/ person interested or such amount as may be determined by the Government as refundable by the owner/ person interested to the Government and shall also indemnify jointly and severally the Government against and claim or compensation or part thereof by any other person and against all proceedings and liabilities of any loss or damage suffered by any of the charges or expenses incurred by the Government by reason of the payment to the owner/ person interested and the owner/ person interested shall pay the interest at the rate of nine per cent on the amount refundable for the first year and at the rate of fifteen per cent for the subsequent years.

(5) If the owner/ person interested fails to refund to the Government the amount mentioned in the preceding paragraph, the Government shall have the full right to recover the same as arrears of land revenue or undertake to proceed under any law in force for recovery of such amount.

(6) Without prejudice to any other remedies for the enforcement of any refund or indemnity, the Government may recover any sum determined to be due and payable by the owner/ person interested to the Government by way of refined or otherwise-under these presents as an arrear of land revenue.

(7) If any Government dues/ shares/ premium from his land/ lands are payable by the owner/ person interested and the lands of any public financial institutions are outstanding against the land/ lands, the same shall be deducted from the said compensation amount that may be determined under these presents.

(8) The Government shall bear the stamp duty payable in respect of this agreement.

The Schedule

Village

Taluk

District

In witness whereof, this.....acting for an, on behalf of the party of the one part and ..., the party of the other part have set their hands, hereunder.

(Signature of the party of the one part)

Full Name

Designation

Witnesses :

1.

2.

3.

(Signature of the party of the other part)

Full Name

Address

Witnesses:

1.

2.

3."

32. We may further point out in the event no agreement is arrived at, Section 7(3) enjoins upon the Government to refer the case to the Collector for determination. In the event, any person is aggrieved about the determination by the Collector, then a reference can be made to the Court as defined under the Land Acquisition Act, 1894. Thus, if the agreement cannot be arrived at, then the matter has to go before the Collector for determination and if any person is aggrieved by such determination, then a reference can be made to the Court concerned.

33. Learned counsel for the petitioners Smt Bagyalakshmi has very categorically, on instructions, stated that all the petitioners with the exceptions referred to hereinafter have given their consent for receiving compensation at the rate of Rs.900/- for rural area and Rs.1500/- for urban area, which has also been accepted by the Government and therefore, such compensation should be paid to them coupled with solatium and interest thereon.

34. She has further invited the attention of the Court to Section 12 of the 1997 Act to contend that there is a statutory interest payable and therefore, the said benefit should be extended and the amount deposited before this Court under the interim order should be directed to be disbursed without prejudice to the rights to any further claims in this regard.

35. Smt Bagyalakshmi has specified insofar as the petitioners Sudamani, Suresh and Ravichandran in W.P.No.13430 of 2017 are concerned, that they also agree for receiving the compensation at same rate offered to others provided they are given access to their lands beyond the area acquired by providing an alternative road. They submit that at present, there is a road, which is within the acquired area and is open for the use to the entire public including the said petitioners, hence, they would accept the compensation together with solatium and interest as prayed for by the others provided they are given access to their land by an alternative route.

36. The third set of petitioners Arasappan and Sathappan in W.P.No.7350 of 2017 having not given any consent for the same rates. They urge that their land is almost in residential area, therefore, they are entitled to the compensation at the rate of Rs.3000/- per square feet. Learned counsel for the petitioners states that she has instruction that in the event the respondents accept the said offer, the said petitioners shall surrender their land immediately so as to receive the compensation at the rate of Rs.3000/- per square feet.

37. Learned counsel for the petitioners has also additionally stated that when the consents were given in the year 2018, the offer made by the Government was to make payments within three months which period has long expired and therefore, interest should be heavily awarded.

38. Having gone through the documents on record, the legal position with regard to determination and payment of amount is governed by the provisions contained under Chapter III extracted hereinabove. As per Section 7(2) of the 1997 Act, where the

amount is determined by agreement between the Government and the person to whom the amount has to be paid, it shall be paid in accordance with such agreement and where no such agreement can be reached, the Government shall refer the case to the Collector for determination of the amount as per sub-section (3) thereof. Before determining the amount, the Collector shall give an opportunity to every person to whom the amount has to be paid to state his case and in determining the amount, the Collector has to follow the other provisions contained in Section 7. Section 10(1) of the 1997 Act provides that where the amount is determined by agreement, the Government shall pay such amount to the person and where the amount is determined by the Collector in terms of Section 7(3), then the Government shall tender payment according to such determination. The agreement, as per Rule 10 of the 2001 Rules, has to be executed by the Government and the person to whom the amount has to be paid in case of an agreement is in Form "F".

39. Thus, where an agreement has been arrived at, payment has to be paid by the Government and the word "Government" has been defined under Section 2(b) of the 1997 Act as the "State Government". However, the State Government can by notification delegate the powers exercisable by it to the Collector of the District under Section 23-A of the 1997 Act. Section 23-A is extracted hereunder:

"23-A. Delegation of powers. - The Government may, by notification, direct that all the powers under this Act, except the powers -

(1) to issue notice under sub-section (1) of Section 3;

(2) to withdraw the land from acquisition under the first proviso to sub-section (1) of Section 4; and

(3) to make rules under Section 25; shall, subject to such condition, if any, as may be specified in the notification, be exercised by the Collector."

It would thus be seen that the powers exercisable under Section 7, Section 10 read with Rule 10 can be delegated to the Collector by way of a notification.

40. Learned Additional Advocate General Smt Narmada Sampath has invited the attention of the Court to the notification issued on 2.9.2005, whereby such powers have been delegated to the Collector. The said notification is extracted herein under:

"NOTIFICATION

In exercise of the powers conferred by section 23-A of the Tamil Nadu Acquisition of Land for

Industrial Purposes Act, 1997, (Tamil Nadu Act 10 of 1999), the Governor of Tamil Nadu hereby directs that the powers exercisable by the Government under said Act except the powers excluded in the said Section 23-A shall be exercised by the Collector of the District concerned.

2. The Notification hereby issued shall come into force on the 2nd day of September 2005.

N.SUNDARADEVAN
SEVERETARY TO GOVERNMENT
//True Copy//
Sd/- xxxx
SECTION OFFICER."

41. For the purpose of acquisition through negotiation followed by agreement, the State Government had issued Government Orders in this regard. We may refer to G.O.(Ms) No.103, Revenue (LA.I) Department, dated 28.02.2011, which provides for the forming of District Level Private Negotiation Committee and the State Level Private Negotiation Committee with their monitoring powers. The same is extracted herein under:

"ABSTRACT

LAND ACQUISITION - Acquisition of land for various purposes - Acquisition through Private Negotiation - Structures and trees - Reconstitution of the District Level and State Level Private Negotiation Committees - Amendment - Orders - Issued.

Revenue (LA.I) Department

G.O. (Ms) No.103 Dated 28.02.2011

- 1) G.O. (Ms) No.885, Revenue, dated 21.09.1995
- 2) G.O.. (Ms) No.1246, Revenue, dated 22.11.1995
- 3) From the Principal Secretary/Commissioner of Land Administration letter No.M3/20336/10, dated 29.07.2010
- 4) From the Principal Secretary/Commissioner of Land Administration letter No.M3/26637/07, dated 19.08.2010.

ORDER:

In the Government order first read above, orders have been issued for the constitution of District Level Private Negotiation Committee and

the State Level Private Negotiation Committee for fixation of land value for acquisition of land through Private Negotiation.

2. In the letter second and third read above, the Principal Secretary, Commissioner of Land Administration has reported that the land value in the State has increased many times since the issuance of the G.O.(Ms) No.885, Revenue, dated 21.09.1995 and the monetary limit of District Level Committee and the State Level Committee be enhanced appropriately in order to remove the difficulties in acquiring lands for Government schemes, by equipping with the experts from the concerned fields. He has also suggested that the monetary limits of both the Committees in respect of structure and tree value may also be fixed so as to speed up the land acquisition Process.

3. Based on the above suggestion, Government have decided to issue suitable amendments to the G.O.(Ms) No. 885, Revenue, dated 21st September 1995. Accordingly, the Government issue the following amendments to the said G.O:-

AMENDMENTS

In the said Government Order, for paragraph 6, the following paragraph shall be substituted, namely:-

"6. Accordingly, the Government constitute the following committees for fixing of value of the land, structures and trees and for negotiation etc. uniformly for all Departments as follows:-

(1) (1) District Level Private Negotiation Committee:-

The following are the members of the Committee:

(a) The Collector ... Chairman

(b) Regional or District Level
Officer of the requisitioning
department of the body ...

Member

(c) Any other member such as Deputy
Director, Town and Country Planning /
Executive Engineer (Public Works
Department)/ District Forest Officer/ Joint

Director of Agriculture / Joint Director of Horticulture (To be co-opted by the Collector with reference to the local needs/ conditions and the needs of particular case

..... Member

(d) Deputy Inspector General of Registration

..... Member

(e) District Revenue Officer

Member

Secretary

(ii) Monetary Powers for District Level Private Negotiation Committee:

The District Level Private Negotiation Committee is conferred with powers for approval of negotiated price upto Rupees One crore and purchase of land at that price by the requisitioning body. The maximum upto which the Committee 7/28/2019 Compendium for Land 181/340177 can negotiate is 150% of land value i.e. where the value per acre / hectare is equal to or less than 150% of the market value or guideline value, whichever is lower. The Committee can pass award upto that limit.

(2) (i) State Level Private Negotiation Committee:
The following are the members of the Committee:

(a) The Commissioner of Land Administration
..... Chairman

(b) Head of Department / Chief Executive of the requisitioning body.
Member

(c) Special or Additional Secretary to Government of Administrative Department concerned of the Secretariat.
..... Member

(d) Special or Additional Secretary to Government, Finance Department.
..... Member

(e) Inspector General of Registration ...
Member

(f) Joint Commissioner (Land)
Member Secretary

(g) Any other member such as Principal Chief Conservator of Forests (or) Additional Chief Conservator of Forests as nominated by the

Principal Chief Conservator/Director of Agriculture/Director of Horticulture/Chief Engineer (Public Works Department) [To be co-opted by the Commissioner of Land Administration with reference to the local needs/particular case] Member

(ii) Monetary Powers of State Level Private Negotiation Committee.

The State Level Private Negotiation Committee will have powers to approve negotiated price exceeding Rupees One crore. The maximum upto which the Committee can negotiate is 150% of land value i.e., where the value per acre / hectare is equal to or less than 150% of the market value or Guide line value, whichever is lower. The Committee can pass award upto that limit.

If the value of the land is above 150 % of the market / guideline value, the Commissioner of Municipal Administration shall send the proposal to the Government based on the recommendation of the District / State Level Negotiation Committee, as already ordered in the G.O. second read above.

(3) Monetary Powers to fix Structure and tree value for District Level Private Negotiation Committee

1. The District Level Private Negotiation Committee shall approve the structure value equal to the land value;
2. The District Level Private Negotiation Committee shall approve the tree value equal to 50 % of land value.

(4) Monetary powers to fix Structure and tree value for State Level Private Negotiation Committee

1. The State Level Private Negotiation Committee shall approve the structure value above the land value;
2. The State Level Private Negotiation Committee shall approve the tree value above 50 % of land value.

4. This order issues with the concurrence of Finance Department vide its U.O.No. 11011/ Finance (Revenue)/2011, dated 28.02.2011.

(By Order of the Governor)

V.K.JEYAKODI,
Principal Secretary to Government.

All District Collectors
/Forwarded by order /

Sd/- xxxx
SECTION OFFICER."

42. This was followed by a revision of procedures contained in the said Government Order after the promulgation of the 2013 Act by another G.O.(Ms) No.281, Revenue and Disaster Management Department, Land Administration Wing, LA-I(1) Section, dated 7.9.2017, which is extracted herein under:

"ABSTRACT

LAND ACQUISITION - Acquisition of land for various purposes - Acquisition through Private Negotiation - Revision of procedures and enhancement of monetary powers of the Committee - Orders - Issued.

Revenue & Disaster Management Department,
Land Administration Wing,
LA-I(1) Section

G.O. (Ms) No.281 Dated 7.9.2017
Heyvilambi Aavani
Thiruvallur Aandu 2048

- 1) G.O. (Ms) No.885, Revenue Department, dated 21.9.1995.
- 2) G.O.. (Ms) No.103, Revenue (LA-I(1) Department, dated 28.2.2011.
- 3) From the Additional Chief Secretary/Commissioner of Land Administration letter No.M2/27011/2013, dated 7.2.2014, 22.4.14 and 5.8.2016.

ORDER:

The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act (Central Act 30/2013) came into force on 1.1.2014 repealing the earlier Land Acquisition Act, 1894. The Additional Chief Secretary/Commissioner of Land Administration has accordingly sent the proposal in the reference 3rd

read above for revision of the procedure for private negotiation in order to acquire land for various Government Departments/Agencies.

2. In the Government Order 1st read above, the Government have issued order prescribing uniform procedure for all Departments by constituting various Committees fixing of value of land and for negotiating etc. and also conferring monetary power to these Committees. In the Government Order 2nd read above, the Government have issued amendment to the Government Order first cited reconstituting the District Level Private Negotiation Committee and State Level Private Negotiation Committee and also enhancing the monetary powers of these Committees to fix land value, structure and tree value.

3. The Additional Chief Secretary/Commissioner of Land Administration has reported that certain provisions for fixation of compensation for the acquired land have been changed from the Land Acquisition, Rehabilitation and Resettlement Act, 2013.

4. Due to changes in the procedure for determination of the compensation under the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013, the Additional Chief Secretary/Commissioner of Land Administration has sent proposal recommending the revised procedures for purchase of land by private negotiation in such a way that benefits under private negotiation fall in line with the monetary benefits eligible to land owner under the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 and enhanced the monetary powers of District Level/State Level Committee and the Government, in respect of urban and rural areas as detailed in para 5 given below.

5. The Government after careful consideration hereby accept the recommendations of the Additional Chief Secretary/Commissioner of Land Administration and orders to revise the procedures and enhance the monetary powers of the District Level/State Level Private Negotiation Committee and the Government in order to enhance the monetary benefits for the lands acquired through private negotiation as given below:

I) District Level Private Negotiation Committee:

a) Urban Areas:

Approval of negotiated value not exceeding Rs.2 Crore and the maximum upto which the Committee can negotiate is 225% of market / guideline value whichever is higher. The Committee can pass award upto the limit.

b) Rural Areas:

Approval of negotiated value not exceeding Rs.2 Crore and the maximum percentage of Market value/Guideline value, whichever is higher, upto which the Committee can negotiate is 275% for projects falling within 30Km from urban area; 325% for projects falling beyond 30Km and within 50Km from urban area; and 425% for projects falling beyond 50Km from urban area. The Committee can pass award upto the limit.

II) State Level Private Negotiation Committee:

a) Urban Areas

Approval of negotiated value exceeding Rs.2 Crore and the maximum upto which the Committee can negotiate is 225% of market / guideline value whichever is higher. The Committee can pass award upto the limit.

b) Rural Areas

Approval of negotiated value exceeding Rs.2 Crore and the maximum percentage of Market value/Guideline value, whichever is higher, upto which the Committee can negotiate is 275% for projects falling within 30Km from urban area; 325% for projects falling beyond 30Km and within 50Km from urban area; and 425% for projects falling beyond 50Km from urban area. The Committee can pass award upto the limit.

III. Government Level:

a) Urban Areas:-

Approval of negotiated value above 225% of market/guideline value whichever is higher.

b) Rural Areas:-

Approval of negotiated value above the percentage of Market value/Guideline value whichever is higher, allowed in each category mentioned above, i.e. above 275% for projects falling within 30Km from urban area; above 325% for projects falling

beyond 30Km and within 50Km from urban area; and above 425% for projects falling beyond 50Km from urban area.

Monetary Powers to fix Structure and Tree value:
The District Level Private Negotiation Committee can approve:-

- (i) Structure value equal to land value and
- (ii) Tree value equal to 50% of Land Value

The State Level Private Negotiation Committee can approve:-

- (i) Structure value above the land value and
- (ii) Tree value above 50% of Land Value

6. The order issues with the concurrence of Finance Department vide its U.O.No.44428/Finance (Revenue)/2017, dated 1.9.2017.

(By order of the Governor)

Dr.Chandra Mohan. B,
Secretary to Government.

To
The Additional Chief Secretary/Commissioner of Land Administration, Chennai-5.
All Head of Department.
All District Collectors.
All District Revenue Officers.
All Departments in Secretariat, Chennai-9.

Copy to:
All Officers/Sections in Revenue Department.

//Forwarded By Order //

Section Officer."

43. Thus, there is a two level Committee, one at the District Level and the other at State Level with their monetary jurisdictions to negotiate and finalise the settlement of compensation of the land acquired by the State Government.

44. A first round of negotiation in the year 2015 failed between the petitioners and the State Government, but after the filing of the writ petitions, the negotiations were again attempted and ultimately, vide resolution dated 6.3.2018,

negotiations succeeded between a majority of the land owners and the State Government barring a few exceptions. These negotiations which were finalized were based on the consent letters tendered by most of the tenure holders, including the majority of the petitioners. The fact of this negotiation having been undertaken is undisputed and the rates that were arrived at for payment was Rs.1500/- per square feet for urban area and Rs.900/- per square feet for rural area. After the negotiations were held and documented, the same were forwarded mentioning therein the numbers of the writ petitions for being dealt with by the District Level Committee. The same is dated 10.8.2018 and has been placed on record. Since the pecuniary involvement according to the Government Orders referred to therein was such that it had to be finalized by the State Level Committee, the same was considered by the State Level Committee and approved, whereafter recommendations were made to the State Government vide letter dated 16.10.2018 for sanctioning the same and entering into the formal agreements as per the consent letters given by the land owners.

45. Samples of the consent letters have been filed and the rough translation of the said documents, which are in Tamil, have been provided in English as well. The consent letter, in the case of the P.R.Jagannathan dated 21.5.2018 categorically states that the petitioner agrees to receive the compensation amount as fixed and surrender his land accordingly. He also gave his no objection for delivery of possession and for carrying out the project for which it has been acquired. He has also expressed his readiness to receive the compensation so fixed. The entire negotiations that were finalized coupled with the consent letters received with the approval of the District Level Committee and the State Level Committee were forwarded to the State Government and the State Government accordingly approved and agreed for the release of funds and payment of compensation to the land owners.

46. The sanctioned amount was released by G.O.(Ms) No.173, Transport (I-2) Department, dated 20.11.2019 and after intervention of this Court, the amount which was approximately required to be disbursed in respect of the petitioners came to be deposited in the High Court on 13.01.2020, which is a sum of Rs.97,75,93,526/-. The actual payments however could not be made, as the matter was pending here and the respondents were insisting on the surrender of title deeds and signing of the agreements. The petitioners who have given their consent ultimately agreed to surrender the title deeds, but the respondents appear to have called upon them to get an appropriate order from this Court before proceeding to finalize the same.

47. It may be relevant to point out that even before the negotiations had been finalized, interim Awards had been passed for payment to the land owners vide several Government Orders dated 20.12.2017 and 22.12.2017 that have been placed on record.

48. When the matters came to be heard on the previous occasions, the petitioners filed an affidavit on 23.7.2020 and they offered conditional surrender of the land. The respondents also filed a status report on 27.7.2020 explaining their stand.

49. Since the petitioners are raising a demand of solatium and payment of interest and in two of the cases conditional passage to their land, and in the third case for an enhanced rate of Rs.3000/- per square feet, we heard the learned counsel for the parties and the petitioners have also submitted the communications together with the land plan schedule and maps to support their aforesaid submissions. Their contention is that there is a delay caused by the respondents and therefore, they should also be paid interest together with additional benefits as prayed for.

50. The learned Additional Advocate General for the respondent State as well as learned Senior Counsel for the Airport Authority of India have urged that once there was an agreement for payment of compensation between the parties, then it is no longer open to the petitioners to re-open the said issue. Such of the petitioners who had not given their consent are also not entitled to receive any higher compensation, as that would amount to discriminating between the same set of land owners. It is also urged that the claim for passage made by one set of the petitioners is absolutely impossible, as the road through which they are claiming passage is already within the boundaries of acquisition and there is no possibility of providing any such passage on such road not only for mere usage of the Airport, but also for heavy security concerns.

51. The petitioners, in their turn, have urged that the road being within the Municipal Corporation of Coimbatore, the same is public road and if the same is being blocked, then the public access should be provided by the respondents through some alternative road for access to their lands, which are beyond the acquired area. They also contend that there is no other alternative access road and therefore, the authority should provide an additional access land for free passage.

52. Learned Senior Counsel for the Airport Authority of India had relied on the judgment in the case of State of Gujarat and others v. Daya Shamji Bhai and others, (1995) 5 SCC 746, to urge that once consent has been given, then no enhancement can be claimed by the petitioners.

53. We have perused the said judgment and we find that, that was a case arising out of a consent and an agreement already entered into, whereafter payments had been made. Subsequent thereto, the land owners therein had sought further enhancement by way of reference to the Court. The Apex Court held that such a course was not open as the transaction had already been crystallized and payments had already been received by the land owners.

54. In the present case, payments have not yet been received.

55. The second case, which has been relied on by learned Senior Counsel for the Airport Authority of India is in the case of Ranveer Singh v. State of U.P. and others, (2016) 14 SCC 191. In the said case, the compensation was disbursed as per the agreement and it was also paid. The land owner had accepted the amount without any demur or protest. It was then held that as per the rules of agreement prevalent in the State of U.P., which was involved in that case, the land owner could not demand anything over and above the agreed amount except for interest that became payable in terms of Section 34 of the Land Acquisition Act, 1894. The Apex Court had also the occasion to consider the case of State of Gujarat and others v. Daya Shamji Bhai (supra) and went on to hold that such a contract was conclusive and binding as once the parties agree to the compensation payable, the same would bind the parties. The said case was also based on the rules and one of the clauses in the agreement was that the land owner or interested party shall not claim any amount in addition to the amount agreed upon. There also the payment had already been made, whereafter a subsequent claim was set up and therefore, it was held that once an agreement had been arrived at, then it was inclusive of all the amount that was receivable. As pointed out above, in the instant case, even though the consent was given and has been approved by the State Government, and the money has also been deposited before this Court under the interim orders passed herein, yet payments have not been received by the petitioners.

56. The first question therefore is as to whether the consent extended by the petitioners who have tendered their written offer will amount to having accepted the terms of the negotiations dated 6.3.2018 and acted upon so as to treat the same as final and binding between the parties.

57. We have examined the claims and we find that learned counsel for the petitioners has clearly made a statement that in respect of those petitioners, who had given their consent for

receiving the compensation at the rates agreed upon, they still accept the said rates, but in addition thereto, they are claiming solatium and interest. It is, thus, clear that the said agreement is being acknowledged even today that was acted upon by the State and was approved by the District Level Committee as well as the State Level Committee and finally, the amount came to be released by the Government, which now in part stands deposited before this Court. We are of the considered opinion that in the above background the consent to part with the land has to be treated as final between the parties insofar as those land owners are concerned who have given their consent in writing. The only dispute now remains is with regard to the claim of solatium and interest.

58. The entire chronology of events discloses a clear intent to enter into a negotiation and finally settle the rate of compensation, the acquisition no longer being questioned. Thus those landowners who had voluntarily tendered their consent, which includes majority of the petitioners, accepted the rates that form part of the negotiated settlement dated 6-3-2018 supported by the consent letters on record. This therefore crystallizes into an offer translated into an acceptance that was approved by the Government on the recommendations made by the District Level Committee and the State Level Committee, that too after taking full notice of these pending writ petitions. The pleadings on record encapsulate the entire transaction duly acknowledged by the Court leaving no doubt about the settlement having been finalized. It is the delay in the signing of the formal agreements and release of actual payments of compensation that have led to the prolonging of a final shape to the said transaction. It has therefore not frustrated nor the negotiations loose their precipitate character as the compensation amount has also been secured by the respondents in depositing the same before this Court. The consideration amount has therefore travelled more than half-way through which could not be disbursed due to the pendency of these petitions. These peculiar facts in the present case give an unequivocal impression that the negotiations are complete and it is only the final amount of compensation that has to be calculated as per the judgment of this Court to conclude the performance of execution of deeds and receipt of payments, except in those cases where no consent was given and where the petitioners are demanding an additional right of passage. Thus the consenting parties and the Government have actively participated in the negotiations, cooperated and collaborated to arrive at a permanent settlement with a view to facilitate the parting of rights and getting compensated which in our opinion fulfills the ingredients of Article 300-A of the Constitution of India. The settlements are statutorily protected and the procedure is prescribed through Rules and the Government Orders referred to

above and therefore every step towards a lawful agreement has been fulfilled except in particular cases as dealt with in the judgment. We do not find any infirmity in the process much less a legal infirmity and we therefore hold the negotiations to be lawful. The contract has been negotiated in public interest and for a public purpose. The power of acquisition through negotiations is for a legitimate purpose. The formal agreement has to follow the settlement which in this case was arrived at between the consenting landholders voluntarily with equal participation of full bargaining opportunity during the negotiations. There is no error and the State also by its conduct is estopped from resiling back from the terms settled. The State also has an obligation to preserve public exchequer and be watchful enough so that public funds are not depleted.

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 25.3.2019 before this Court.

62. Such of the petitioners who had not given their consent and had interim orders in their favour, in those cases, the deduction apart from the excess lease rent as observed above, shall be from the date of the grant of interim order till the date of disposal of these writ petitions, as it is they who are responsible for stay of the proceedings and not the respondents.

63. We are granting this interest as we find that the State Government in spite of negotiations having been finalized on 6.3.2018 did not make the payments within a reasonable time and it is only after this Court intervened that the money came to be deposited before this Court.

64. The aforesaid issue having been settled, we may also observe that the entire acquisition proceedings are in overriding public interest for the expansion of the Airport at Coimbatore and therefore, to keep these matters pending for a minuscule area would be against public interest.

65. We, therefore, dispose of the writ petitions in the terms indicated above with a direction to the petitioners that in case they are agreeable to surrender their title deeds and their documents pertaining to the ownership of the land before the Collector for receiving compensation at the rates agreed on 6.3.2018, then the Collector shall get their agreements executed without any further delay and disburse the entire amount receivable by the petitioners in terms aforesaid within one month from today.

66. The second group of petitioners, who are demanding access of passage, is almost asking an easementary right in a compulsory acquisition matter. We are not inclined to accept this, inasmuch as, a passage through the boundaries of the Airport would be highly hazardous for security and that cannot be a ground for claiming an additional passage as compensation in order to seek access to the land beyond the acquired area. This can be a separate issue to be agitated by the petitioners, but certainly not as a pre-condition for receiving the compensation. These petitioners (Sudamani, Suresh and Ravichandran) of W.P.No.13430 of 2017 if they agree to receive the compensation on the terms referred to hereinabove without insisting it as a pre-condition of the acquisition proceedings, such of these petitioners may also receive the compensation and the Collector may proceed in respect of these petitioners as well, as observed above. If they choose to insist on a separate access to land and claim passage, they can take recourse to Section 7(3) of the 1997 Act.

67. The third set of petitioners Arasappan and Sathappan in W.P.No.7350 of 2017 have claimed a higher compensation of Rs.3000/- per square feet without giving consent. This is being completely disputed by the respondents contending that there cannot be any discrimination and even otherwise if the said petitioners are disputing the same, then the matter can be referred to the Collector for decision in terms of Section 7(3) of the 1997 Act. We make it clear that if these petitioners also agree on the same rates of compensation as concluded with the other land owners on 6.3.2018, they shall also be entitled to the same benefits as extended by us under this judgment to the other petitioners on the same terms and conditions. In the event, they choose to resist this, it is open to them to seek their determination before the Collector in terms of Section 7 (3) of the 1997 Act.

68. The amount deposited under the interim order by the respondent State before this Court with the Registrar General shall be released forthwith to the State Government, and the Collector shall utilize the said amount for the dispensation of compensation in the light of the observations made in this judgment.

With the above directions and observations, all these writ petitions are finally stand disposed of. No costs. Consequently, all connected miscellaneous petitions are closed.

Sd/-
Assistant Registrar(CS III)

//True Copy//

Sub Assistant Registrar

To:

- 1.The Secretary,
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. सत्यमेव जयते
- 5.The Manager - South,
Airport Authority of India,
Meenambakkam,
Chennai.
- 6.The Director of Airports,
Airport Authority of India,
Coimbatore.

7.The Special Tahsildar,
Land Acquisition Officer,
Airport Authority Extension of Runway District Collector
Office, Coimbatore District 641 018.

8.The Special Revenue Officer,
Coimbatore District Extension of Runway District Collector
Office, Coimbatore District 641 018.

9.The Director of Airports,
Airport Authority of India,
Peelamedu, Coimbatore.

10.The Special Tahsildar,
Land Acquisition CFO Airport Extension,
Coimbatore District.

Copy to

1.The Registrar General,
High Court, Madras-104

2.The Deputy Registrar,
Accounts Section, High Court, Madras-104.

+3cc to M/s.Father Xavier Associates, Advocate Sr.27177
+1c to the Government Pleader, Sr.27091

Common order in
W.P.Nos.2116,
2709, 3247, 6930, 7283, 7350, 11672,
13114, 13430, 13503, 17196, 23415, 24514
and 25189 of 2017

vsn II[co]
gn+gmy+srg 28/08/2020

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