IN THE HIGH COURT OF JUDICATURE AT MADRAS

Orders Reserved on : 21.09.2020
Pronouncing orders on : 24.09.2020

CORAM

THE HONOURABLE MR.JUSTICE N.ANAND VENKATESH

W.P.No.31220 of 2019

S.Anil Kumar ...Petitioner

vs.

1. The Government of Tamil Nadu
   Rep. the Secretary to Department of Housing and Urban Development,
   Fort St. George,
   Chennai 600 009

2. The Member Secretary
   Chennai Metropolitan Development Authority,
   Thazhamuthu Natarajan Maligai
   No. 1, Gandhi Irwin Road,
   Egmore, Chennai 600 008

3. The District Collector
   Office of the District Collector,
   Thiruvallur

4. The District Revenue Officer
   ORR Project Phase II,
   CMDA, Koyembedu,
   Chennai 600 107

5. The Land Acquisition Officer-cum,
   Special Tahsildar (LA),
   Unit VI, ORR project, Phase II,
   CMDA, Koyambedu,
   Chennai 600 107

6.The Branch Manager
Indian Overseas Bank,
Sowcarpet Branch,
143, NSC Bose Road,
Sowcarpet, Chennai 600 079

7. The Branch Manager
Indian Bank,
CMDA Branch,
MMDA Towers,
8, Gandhi Irwin Road,
Egmore, Chennai 600 008

8. K.Venkatesan

9.M.Aslam Khan ... Respondents

PRAYER: Writ Petition filed under Article 226 of the Constitution of India for issuance of a Writ of Mandamus, directing the 2nd Respondent herein to implement the 3rd respondents Award in Na.Ka.No. 12346 / ANIL / 2018 / F3 dated 22.02.2019 made pursuant to the order in W.P.No.27320 of 2016 dated 19.02.2018 forthwith and to honour the cheque bearing No.893611 dated 28.08.2019 for a sum of Rs.8,53,54,736/- (Rupees Eight Crores Fifty Three Lakhs Fifty Four Thousand Seven Hundred and Thirty Six only) issued in favour of the petitioner on its presentation or in the alternative to issue fresh cheque in favour of the petitioner as per the above 3rd respondents award dated 22.02.2019.

For Petitioner : Mr.P.S.Raman
Senior Counsel for
Mr.S.Sathyaseelan

For Respondents: Mr.D.Raja for R1, R3 to R5

Mr.Karthik Rajan
Standing Counsel for R2

Mr.Benjamin George
Standing Counsel for R6

Ms.S.R.Sumathy
Standing Counsel for R7

Mr.A.R.L.Sundaresan
Senior Counsel for
Mr.Mohanakrishnan for R8

Mr.C.K.Chandrasekar for R9

O R D E R

This writ petition has been filed for the issuance of a writ of mandamus directing the 2nd respondent to implement the Award passed by the 3rd respondent, dated 22.02.2019 and to pay the compensation amount to the petitioner.

2.The case of the petitioner is that one Mr.Vivekananda Chettiar executed a registered Power of Attorney, dated 27.11.2003 in favour of the petitioner and authorized the petitioner to deal with the property, conduct any proceedings, prosecute any case and to do all necessary acts in respect of the property in Survey Nos.87/1 and 88/1B1B, measuring an extent of 1.54 Ares at Attanthangal Village, Redhills, Chennai. The Power of Attorney executed in favour of the petitioner was also confirmed by this Court by directing the Principal to be present before this Court and the Principal also filed an affidavit on 11.09.2019 to the effect that the petitioner is the power agent and he is the entitled to receive the entire compensation on behalf of him.

3.The subject property was acquired by the Notification issued under Section 4(1) of the Land Acquisition Act, 1894 (hereinafter called as the "Act"), dated 24.01.2006. The Section 6 declaration was made on 12.03.2007. The subject property was acquired along with a larger extent of property for the formation of an Outer Ring Road. The 5th respondent passed an Award on 16.02.2009 and fixed a compensation of Rs.11,81,038/-

4.One of the adjacent land owner filed a Reference in L.A.O.P.No.2 of 2011 before the Sub Court, Ponneri for enhancement of compensation. The compensation amount was also enhanced. The petitioner immediately made a representation seeking for the same enhancement with respect to the subject property also. The claim made by the petitioner was rejected.

5.The petitioner approached this Court and filed W.P.27320 of 2016 seeking for enhancement of compensation by invoking Section 28(A) of the Act. This Court allowed the writ petition by an order dated 23.05.2016 and directed the 5th respondent to consider the claim made by the petitioner and pass a fresh Award. Thereafter, a fresh Award was passed for an extent of 1.11 Ares and Rs.8,53,54,743/- was fixed as the enhanced compensation and was directed to be disbursed in favour of the petitioner by proceedings dated 22.02.2019.

6.The further case of the petitioner is that he received the enhanced compensation through an Account Payee Cheque drawn on the 7th respondent Bank, dated 28.08.2019 for a sum of Rs.8,53,54,736/-. The cheque was deposited on 29.08.2019 by the petitioner in his bank viz., 6th respondent Bank. According to the petitioner, the cheque was sent for collection and amount was also credited in his account on 30.08.2019.

7.The petitioner was shocked to find that the amount that was credited in his account was reverted to the 2nd respondent's account for the reason "Payment Stopped by the Drawer".

8.The petitioner enquired with the 5th respondent and he was informed that an objection was received from the 8th respondent to the effect that the petitioner has fraudulently received compensation for the properties in S.Nos.84, 78/1 and 83/1, even though the Power of Attorney was given in favour of the 8th respondent. That apart, the 8th respondent has also stated that the petitioner undertook to release the compensation amount and in spite of the same, he went back on the promise. A criminal complaint was also filed in this regard. Taking into consideration the objection made by the 8th respondent, the amount was reverted back to the 2nd respondent. Aggrieved by the same, the present writ petition has been filed before this Court.

9.Mr.P.S.Raman, learned Senior Counsel appearing on behalf of the petitioner made the following submissions:

The 2nd respondent ought not to have acted like a garnishee based on the objection given by the 8th respondent and taken back the compensation amount more particularly since the 8th and 9th respondents are claiming compensation amount from the petitioner for different Survey numbers.

The 6th respondent Bank does not have the power to revert the credit entry already made in the account of the petitioner without the concurrence of the petitioner.

When a cheque is deposited and it is credited into the account of the petitioner, it becomes the property of the petitioner and no one has the right to deprive of the property unless by due process of law.

If at all the 8th and 9th respondents have any claim from the petitioner, they can only file a regular suit before the competent Civil Court and claim for the amount and they cannot use the 2nd respondent for the said purpose and the entire action of the respondents is illegal.

This Court has already directed the amount to be deposited in the Fixed Deposit and the petitioner is therefore, entitled to receive the entire amount with interest.

The learned Senior Counsel in order to substantiate his submissions relied upon the following judgments:

a) AIR 1967 SC 540 (Jammu & Kashmir Bank Ltd vs. Attar-Ul-Nissa & Others)

b) 2001 (1) CTC 88 (Indian Bank rep. by its Manager, Royapettah, Chennai-14 vs. M.S.Habibullah, Sole Proprietor, M.S.H.Movies, 4, Ganapathi Mudali St, royapettah Branch, Madras - 600 014.)

c) 2011 (9) SCC 1 (K.T.Plantation Private Limited and Another vs. State of Karnataka)

d) 1982 (1) SCC 39 (Bishambhar Dayal Chandra Mohan and others vs. State of Uttarpradesh and others)

10.The 2nd respondent has filed a counter affidavit. The relevant portions in the counter affidavit are extracted hereunder:

> 10.It is respectfully submitted that the 2nd respondent has accorded orders for payment on the order of the 3rd respondent after obtaining approval from the competent authority. The Authority in A.R.No.56/2019 has resolved to accept the compensation amount fixed. Based on the approval, the file was circulated to Member Secretary and orders obtained and an amount of Rs.5,53,54,743/- was credited into the account of Thiru Anil Kumar.
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> 11.It is respectfully submitted that the 8th respondent has preferred an objection petition on 30.08.2019 to the 2nd respondent in respect of Survey No.87/1 and 88/1 of Attanthangal Village, alleging that the petitioner had given a Power of Attorney in favour of 8th respondent and also handed over the original documents in respect of the lands (S.No.78/1B and 84/2). Considering the prima facie dispute and the large amount of compensation involved, to safeguard the Govt financial interest, a stop payment instruction was issued to the Chief Manager, Indian Bank, CMDA Branch, Egmore on 30.08.2019 in view of objections received by the 2nd respondent from the 8th

respondent. The enhanced compensation amount thus reverted back to CMDA, Accounts.

12.With regard to allegatiions in Para No.9, it is respectfully submitted that on perusal of award No.1/2009, dated 16.02.2009 in Sl.No.1A and 1B, in S.No.78/1B1, lands to the extent of 1.10.0 Ares, in Survey No.83/2A, an extent of 0.83.0 Ares and S.No.81/2 an extent of 1.18.0 Hectares were acquired and stand registered in the joint name of the Petitioner and Joint Commissioner (Land Reforms), Villupuram whereas in the case of village accounts and through local enquiry, it is revealed that lands measuring 2.11.0 Hectares in said Survey numbers involved in the qcquisition are under possession and enjoyment of the petitioner. The Joint Commissioner, Land Reforms, Villupuram, in his letter dated 30.11.2007 stated that the lands in S.No.83, 84 to an extent of 3.84 and 3.20 Ares respectively are attracted under Tamil nadu Land Reforms (Fixation of ceiling Act). Hence compensation was deposited in CCD under Section 30 and 31(2) of the Land Acquisition Act. Thiru Anilkumar has obtained compensation for Survey No.38/2 and 84/2 of Attanthangal Village, by way of common judgment delivered in L.A.O.Ps.89, 99 and 101 of 2011 on 03.09.2014, and the land value deposited in C.C.D. In respect of lands measuring 0.83.0 Hectares in S.No. 83 & lands measuring 1.18.0 Hectares in Survey No.84/2, totalling to 2.01.- Hectares of Rs.15,41,485/-, on the ground that the lands acquired in above said survey numbers are at the title rights of Joint Commissioner (ULC). Thiru Anil Kumar from the Sub-ordinate Judge, Ponneri on 05.11.2014 contradicting the fact that the power of attorney for Survey No.83, is already conferred with Thiru Venkatesan on 10.11.2013. This fact is supported with encumbrance certificate obtained from Sub Registrar Office, Redhills. The contentiion of Thiru Venkatesan with regard to Survey No.83, of Attanthangal Village is that the land measuring an extent 1.57.0 hectares is vested with him. Thiru.Anilkumar, by virtue of Power of Attorney document No.12384/2013, dayted 11.11.2013, executed subsequently by Thiru Venkatesan sold this land to Thiru Azharudeen, registered at Document No.398/2014 dated 20.01.2014 in the office of the Sub Registrar, Ponneri.

13.As regards the allegations contained in Paragraph 10 to 14 it is respectfully submitted that the 5th respondent has sent a notice for enquiry to both parties by RPAD on 06.09.2019. The petitioner and counsel for the 8th respondent have attended the enquiry. During enquiry the counsel for the 8th respondent represented that the compensation for S.No.83, ought to have been given to him based on the POA document executed on 10.11.2013 and has requested to withhold the enhanced compensation ordered in Survey No.87/1 and 88/1 on moral grounds. Further, it is submitted that as per the instructions of the 2nd respondent, CMDA, the enhanced compensation amount granted to the petitioner has been returned back to the CMDA, Accounts.

14.It is respectfully submitted that even though the entire enhanced compensation ordered under Section 28(A) of the LA Act, 1894 by the District Collector and the total compensation working to Rs.8,53,54,743/- as approved by the Member Secretary, CMDA has been credited into the account of individual vide cheque No.833611, dated 28.08.2019, based on the objection petition from the Venkatesan on 30.08.2019, as instructed by Member Secretary, CMDA, the amount was reverted back to CMDA account. The fund sanctioning authority (i.e) CMDA has all the rights to withdraw any amount credited into the land owner account in case of objections raised since there is special responsibility to ensure that payment of compensation is paid to be legally entitled party. Thus the actions taken by this respondent are legal, with an intention to refer the dispute to the competent court for adjudication on the dispute as to entitlement. Subsequently, an enquiry was conducted by Special Tahsildar (LA) Unit- VI, on 18.09.2019 with both the parties. The Counsel for the petitioner has in person presented an indemnity bond on 27.09.2019. On the basis of the indemnity bond, file was circulated to the 2nd respondent and approval was granted on 08.11.2019. The compensation amount of Rs.8,53,54,743/- was deposited in Sub Court Ponneri by means of cheque No.833755, dated 08.11.2019 under Section 30 and 31(2) of LA Act, 1894. The petitioner was duly intimated about depositing the compensation amount by RPAD on 09.11.2019. Subsequently, the Learned Sub-Judge Ponneri by his endorsement dated 14.11.2019 returned the reference along with the cheque stating that it should be presented before the proper forum and upon receipt of this communication on 15.11.2019 the 4th respondent by proceeding No.Rc.77/2005/Unit-VI/ORR dated 9.11.2019 has made reference to the Principal District Judge, District Court, Thiruvallur being the enhanced compensation amount order under Section 28(A) of the Act with a further request that the case may be taken on file and disposed of according to law. The above action has been taken only with a view to safeguard the interests of the Government since certain objections have come to light which have to be adjudicated upon by the competent court in accordance with Section 31 of the Act. This decision is in exercise of the special responsibility which the respondents have to adhere as envisaged under Section 30 and 31 of the Act.

11.The 6th respondent Bank has filed a counter affidavit. The relevant portions in the counter affidavit are extracted hereunder:

> 4.I state that the amount under clearing was supposed to be regularized on the next day (i.e.) by 30.08.2019 evening by the Central Clearing Office (CCO) of the respondent. I state that the cheque was originally honored by the 7th respondent. However, before the said amount was regularized by the CCO, on 30.08.2019 itself, the 6th respondent sent a mail to the Service Branch(CCO) requesting late return of inward Cheque. Later, at about 5.30 pm the Asst. Manager of Indian Bank, the 7th respondent herein, met the 6th respondent and requested to stop payment under the said cheque. In view of the fact that the cheque in question was originally honored by the 7th respondent, the CCO of the 6th respondent, transferred the funds in respect of the cleared cheques pertaining to the Sowcarpet Branch on the bank presented for clearing on 29.08.2019 involving 407 instruments for a total sum of Rs.9,93,54,785.65. The regularization of the accounts pertaining to the cheques present for clearance is done through a software under sing batch credit (i.e) by a single operation. In other words, once the Central Clearance Office, clears the amount the respective branches are to regularize all the accounts or not at all. Needless to add that stopping credit of clearing proceeds of all the cheques would create undue hardship to the other customers. Therefore all the 407 accounts including the account

of the petitioner was regularized at about 6.30 PM on 30.08.2019 itself. However in view of the late return and stop payment instruction received before regularisation process in respect of the instrument presented by the petitioner for clearing the account of the petitioner was frozen. Later after getting confirmation from the Central Clearance Officer, the entry made on 29.08.2019 in the petitioner's account was reversed and the amount was returned through RTGS to the 7th respondent.

5.As already stated, in the instant case, the request for stop payment was made by the 7th respondent by way of late return memo (i.e) after initially honoring the cheque such late return is a permissible course and a normal banking practice when the cheque issued by the drawer is wrongly honored or for any other similar reasons. However alleging that the reversal entry made by the 6th respondent is fradulent, the petitioner made a complaint to the Banking Ombudsman against this respondent. The 6th respondent has furnished its reply on 15.10.2019 through the customer service department of the 6th respondent Bank.

6.I deny the allegation made in the affidavit filed in support of the writ petition that the amount covered under the Cheque in question was credited to the account of the petitioner in the usual course of baning transaction and thereafter the 6th respondent withdrew the funds from the account of the petitionerand transferred the same to the 7th respondent. As already stated, before the account of the petitioner was regularized, the 6th respondent received the late return memo followed by a letter requesting to stop payment. In order to complete the clearing operations pertaining to the other instruments presented on 29.08.2019, all the instruments that were cleared by the Central Clearing House of the 6th respondent on 30.08.2019 including the account of the reversal entry was made and the amount credited to the account of the petitioner, was remitted back to the 7th respondent.

12.The 7th respondent Bank has also filed a counter affidavit and the relevant portions are extracted hereunder:

3.I humbly submit that the 2nd respondent is maintaining Current Account with our Branch, vide A/c No.842596593. The 2nd respondent issued Cheque no.893611 dated 28.08.2019 for a sum of Rs.8,53,54,736/- in favour of the petitioner. Whileso, Indian Overseas Bank, Sowcarpet Branch, Chennai forwarded the Cheque No.893611 for a sum of Rs.8,53,54,736/- issued by the 2nd respondent for collection purposes. I humbly submit that the service branch of Indian Bank at Chennai on behalf of Indian bank, CMDA Branch cleared a sum of Rs.8,53,54,736/- for the petitioner's Current Account with Indian Overseas Bank, Sowcarpet branch on 30.08.2019 itself. Whileso, on 30.08.2019, this respondent is in receipt of a letter from the Member Secretary, CMDA, Chennai – 600 008 for stop payment of the cheque No.893611 dated 28.08.2019 issued by them.

4.I humbly submit that on 31.08.2019, the aforesaid amount of Rs.8,53,54,736/- was reverted into, 2nd respondent's Current Account maintained with our Branch namely Indian Bank, CMDA Branch, Chennai. with a reason as "Payment Stopped by Drawer". There is no collusion between the Bankers and Indian Bank has acted as per the norms prescribed by RBI.

5.Hence, on 31.08.2019, Indian Bank, CMDA forwarded a letter to Indian Overseas Bank, Sowcarpet, Chennai intimating as follows:

> "Kindly return the clearing cheque proceeds credited to the account of Mr.Anil Kumar on 30.08.2019 vide our Indian Bank, CMDA Cheque No.893611 for amount Rs.8,53,54,736/-(Rupees Eight Crores fifty three lakhs fifty four thousand seven hundred thirty six only). Presented in clearing on 30.08.2019.
>
> Since the drawer stopped payment of the Cheque in late return, kindly re-credit the proceeds of the Cheque to Drawer's account, details furnished below, through RTGS to-day".

13.Mr.A.R.L.Sundaresan, learned Senior Counsel appearing on behalf of the 8th respondent submitted that the petitioner executed a registered Power of Attorney dated 11.11.2013 in favour of the 8th respondent with respect to S.Nos.78/1, 83, 84/1, 84/3. The 8th respondent executed a Sale Deed dated

20.01.2014 in favour of one Azarudeen with respect to the property in S.No.83 measuring an extent of 3.88 acres. The said Azarudeen settled the property in favour of his wife Iyanul Fathima by a registered Settlement Deed dated 20.07.2017. She in turn, executed a Power of Attorney in favour of the 9th respondent by a registered document dated 22.11.2018.

14.The learned Senior counsel submitted that the 8th respondent made a complaint to the 2nd respondent to the effect that he has been cheated by the petitioner by not paying the compensation amount in spite of a Power of Attorney executed in his favour by the petitioner on 11.11.2013. Since there was a dispute with regard to the payment of compensation to the rightful person / owner, the 2nd respondent took the correct decision to deposit the compensation amount before the concerned Court under Section 30 and 31 of the Act. The parties must be relegated to the concerned Court to work out their rights and till then, the petitioner is not entitled to receive the compensation amount.

15.Mr.C.K.Chandrasekar, learned counsel appearing on behalf of the 9th respondent submitted that the petitioner is aware about the dispute between the parties and the same is reflected at Paragraph Nos.8, 9 and 10 of the affidavit filed in support of the writ petition. The learned counsel submitted that the 9th respondent is entitled to receive a sum of Rs.7,10,000/- and this amount has been cheated by the petitioner. Since the case involves disputed facts, this Court should not go into the said dispute and the parties should be relegated to the competent Civil Court.

16.Mr.Karthik Rajan, learned counsel appearing on behalf of the 2nd respondent submitted that a genuine dispute was raised by the 8th respondent on the ground that the petitioner did not pay the compensation for S.No.83 to the 8th respondent and therefore, the compensation payable for S.Nos.87/1 and 88/1B1B was deposited before the competent Court and the parties will have to work out their remedies in accordance with law.

17.Heard Mr.Benjamin George, learned Standing Counsel appearing on behalf of the 6th respondent Bank and Ms.S.R.Sumathy, learned Standing Counsel appearing on behalf of the 7th respondent Bank.

18.This Court has carefully considered the submissions made on either side and also the materials available on record.

19.It is not in dispute that the compensation that was payable to the petitioner pertains to the property at S.Nos.87/1 and 88/1B1B. There is also no dispute with regard to the fact that this property is owned by one Mr.Vivekananda Chettiar. He has executed a general Power of Attorney in favour of the petitioner and he has further appeared before this Court in person and filed an affidavit on 09.11.2019 to the effect that he has no objection in the petitioner receiving the entire compensation amount with regard to the above said property.

20.The petitioner was the one who prosecuted the case with regard to the enhancement of compensation up to this Court and pursuant to the orders passed by this Court in W.P.No.27320 of 2016, dated 19.02.2018, the petitioner also made a representation before the 3rd respondent and the 3rd respondent by an order dated 22.02.2019 enhanced the compensation under Section 28(A) of the Act. The 3rd respondent directed the enhanced compensation amount of a sum of Rs.8,53,54,743/- to be paid to the petitioner. Till this juncture, the 8th and 9th respondents were nowhere in the picture.

21.It is also seen from records that a cheque was drawn in favour of the petitioner by the 2nd respondent and this was deposited by the petitioner in his account maintained with the 6th respondent Bank. The Statement of Account shows that the amount was credited in the account on 30.08.2019 and it was reversed on 31.08.2019 by RTGS. The 6th respondent Bank claims that the cheque was originally honored by the 7th respondent Bank and before it could be regularized, the 7th respondent Bank requested the 6th respondent Bank to stop payment under the above said cheque. Therefore, the amount was transferred back to the 7th respondent Bank. This is claimed to be a normal practice that is adopted by the Bank. The 7th respondent Bank has taken a stand that the 2nd respondent stopped the payment of cheque amount to the petitioner and this was informed to the 6th respondent Bank and immediately the amount was transferred through RTGS.

22.The 2nd respondent has taken a very categorical stand in the counter affidavit to the effect that the 8th respondent gave an objection stating that he is entitled for compensation amount with regard to the property in S.No.83, payable by the petitioner pursuant to the Power of Attorney dated 10.11.2013 and since this amount was not paid, the compensation payable for S.Nos.87/1 and 88/1B1B was withheld. It is nobody's case that neither 8th respondent nor the 9th respondent were given any right with regard to the properties in S.Nos.87/1 and 88/1B1B. They are also not claiming any ownership or right over the properties in S.No.87/1 and 88/1B1B. None of the documents filed before this Court creates even a semblance of right over these properties in favour of the 8^{th} respondent and / or 9^{th} respondent.

23.The 8^{th} respondent has virtually used the 2^{nd} respondent like a garnishee and has made an attempt to recover the amount from the petitioner allegedly owed to him, by stopping the payment of compensation to the petitioner and thereby, recover the amount from the petitioner. Order XXI Rule 46(A) was introduced in the Civil Procedure Code by an Amendment Act, 1976. Garnishee is a 3^{rd} person in whose hands the debt of the judgment debtor is kept. A garnishee order can be passed under this provision by the Executing Court directing or ordering a garnishee not to pay the money to the judgment debtor since, the latter is indebted to the decree holder. The CPC gives the procedure for passing such an order. The 2^{nd} respondent has virtually taken the role of an executing Court based on the objections made by the 8^{th} respondent and has exercised a power which he did not posses. The 2^{nd} respondent cannot act like a recovery agent for the 8^{th} and 9^{th} respondents. The 8^{th} and 9^{th} respondents even without going before the competent Civil Court seeking for recovery of the amount from the petitioner, have managed to take the services of the 2^{nd} respondent to achieve their object. The procedure adopted by the 2^{nd} respondent is unknown to law. Sections 30 and 31 of the Act will not have any application to the facts of the present case for the simple reason that they are not claiming any right over the property in S.Nos.87/1 and 88/1B1B.

24.In the considered view of this Court, the 2^{nd} respondent acted beyond his powers and jurisdiction and virtually became a recovery agent for the 8^{th} and 9^{th} respondents. The 2^{nd} respondent has gone out of the way to help the 8^{th} respondent. Once the enhanced compensation has been fixed by the 3^{rd} respondent and it was directed to be paid in favour of the petitioner, the 2^{nd} respondent did not have the power to stop the payment of compensation to the petitioner. The 2^{nd} respondent ought to have directed the 8^{th} and 9^{th} respondents to work out their remedy in accordance with law before the competent civil court and the 2^{nd} respondent should not have interfered with an inter se dispute between the petitioner and the 8^{th} respondent. The alacrity with which the 2^{nd} respondent stopped the payment and got the entry reversed in the account of the petitioner and transferred the amount back through RTGS to the account of CMDA, is really astounding. This procedure adopted by the 2^{nd} respondent is something unheard of and it does not have the support of law. The act of the 2^{nd} respondent in stopping the payment and getting the amount reversed in the account of the petitioner is patently illegal and hence, requires interference of this Court.

25.In view of the above discussion, this writ petition is allowed and the petitioner is permitted to withdraw the compensation amount deposited to the credit of W.P.No.31220 of 2019 in the Fixed Deposit at Indian Bank, High Court Branch, along with accrued interest. The petitioner shall make a representation to the Manager, Indian Bank, High Court Branch, along with a copy of this order and the amount shall be paid to the petitioner forthwith. This order will not stand in the way of the 8th and 9th respondents to make their claim against the petitioner, if any, in the manner known to law. No Costs.

Note:Registry is directed to immediately handover the original FDR receipt to the Manager, Indian Bank, High Court Branch, Chennai.

-s/d-
Assistant Registrar

True Copy

Sub-Assistant Registrar

ssr
To

1. The Government of Tamil Nadu
   Rep. the Secretary to Department of Housing and Urban Development,
   Fort St. George, Chennai 600 009

2. The Member Secretary
   Chennai Metropolitan Development Authority,
   Thazhamuthu Natarajan Maligai
   No. 1, Gandhi Irwin Road,
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Indian Bank,
CMDA Branch,
MMDA Towers,
8, Gandhi Irwin Road,
Egmore, Chennai 600 008

8.The Registrar General
High Court of Madras

9.The Branch Manager
Indian Bank High Court Branch, Chennai

10.The Section Officer
High Court Madras

+2 ccs to M/s.S.Sathiseelan Advocate sr31210

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