



WEB COPY

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on : 01.10.2020

Pronounced on : 29.10.2020

CORAM

THE HONOURABLE MR. JUSTICE G.R.SWAMINATHAN

W.P. (MD) .No.8867 of 2020
and
W.M.P. (MD) .No.8127 of 2020

1. S.Thiyagarajan

2. Kala

.. Petitioners

..Vs..

1. The District Collector/District Magistrate,
Collectorate, Pudukkottai.

2. M.Shanmugam Pillai.

... Respondents

PRAYER : Petition filed under Article 226 of the Constitution of India praying to issue a Writ of Certiorari, to call for the records of the 1st respondent in Na.Ka.No.8155/2020 (D5) dated 28.06.2020 and quash the same as illegal and arbitrary.

For Petitioners : Mr.P.Ganapathy Subramanian

For Respondents : Mr.M.Rajarajan,
Government Advocate for R1.

Mr.M.Ramesh for R2.

ORDER

The petitioners herein are husband and wife. The second respondent is the father of the first petitioner. The second respondent had executed a settlement deed dated 10.11.2010 in favour of the first petitioner. It was registered as document No.893 of 2010 on the file of the Sub Registrar Office, Keelaniilai. The first petitioner was also put in possession. The first petitioner had also put up a residential house in a portion thereof.

2.While so, the second respondent herein filed in W.P.(MD). No.3259 of 2016 before the Madurai Bench, seeking cancellation of the aforesaid settlement deed dated 10.11.2010 and the writ petition was disposed of on 27.02.2020 by permitting the second respondent to



pursue his application filed before the District Collector. The District Collector was mandated to pass final orders. After hearing both the parties, pursuant to the aforesaid direction, the first respondent held an enquiry and by the impugned order dated 28.06.2020 nullified the settlement deed and directed the cancellation of the said registration. Challenging the said order, the present writ petition came to be filed.

3.The case of the petitioners is that the property in question is an ancestral property and that the first petitioner is also having a right therein. According to the first petitioner, the second respondent had sought for cancellation of the settlement deed at the instance of Ganesan @ Ganapathy who is the brother of the first petitioner herein. The first petitioner would contend that a document that was executed under registered settlement deed in the year 2010 cannot be nullified several years later. He would also point out that the petitioner spent about Rs.30,00,000/- not only for bore well but also made improvements in the property and constructed a house. According to the petitioners' counsel, the petition filed by the second respondent is not maintainable in terms of the provisions set out under the Tamil Nadu Maintenance and Welfare of Parents and Senior Act and the Rules framed thereunder.

4.This Court ordered notice to the second respondent, who entered appearance through counsel. This Court felt that the issue has to be resolved amicably in view of the close relationship between the parties. Further, it is seen that subsequent to the settlement deed which was executed on 10.11.2010, in the name of the first petitioner herein, he applied to the Revenue Authorities and the patta was also changed in his name. He had raised funds for digging a bore well and also for constructing a residential house. Hence, if the entire document is nullified, certainly the first petitioner will be put to irreparable hardship.

5.Therefore, this Court suggested that both the parties can work out the terms of compromise. Taking a cue, the parties spoke to each other and the first petitioner had stated that he would give 50 cents of land in favour of the second respondent/his father and that he would also pay a sum of Rs.50,000/- to the second respondent/his father. The first petitioner has also undertaken to pay a sum of Rs.3,000/- per month to the second petitioner for his needs. The first petitioner has also stipulated that the 50 cents of land to be released by the first petitioner herein shall not be leased out in favour of any third party. If the second respondent himself engages in agricultural operation, the petitioner will not have any objection. If the second respondent wants to lease out, it should be leased out only to the first petitioner. The first petitioner is willing to pay the lease amount to be fixed in a fair manner. The second respondent has no objection in accepting the aforesaid terms. The parties herein have also filed a memo of



compromise. The same is taken on record and it will form part of this order.

6. Since the parties themselves have arrived at an amicable understanding, the order impugned in the writ petition is quashed and the writ petition is allowed in terms of the above said compromise. No costs. Consequently, connected miscellaneous petition is closed.

Sd/-

Assistant Registrar(CRL SIDE)

// True Copy //

/ /2021

Sub Assistant Registrar(CS)

skm

ENCL.: XEROX COPY OF JOINT COMPROMICE

To,

The District Collector/District Magistrate,
Collectorate, Pudukkottai.

order made in
W.P. (MD) .No.8867 of 2020
and
W.M.P. (MD) .No.8127 of 2020
29.10.2020

SV2 (CO)

TR(19.01.2021) 3P 2C