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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 08.09.2021

CORAM:

THE HONOURABLE MR.JUSTICE G.K.ILANTHIRAIYAN

W.P.NO.2993 OF 2015

E.V.P.Estates and Properties Development Limited,
Rpe.by its Director,
E.V.P. Perumalsamy Reddy,
23, Sir Thiyagaraya Road,
Pondy Bazaar, T.Nagar,
Chennai - 600 017.

... Petitioner

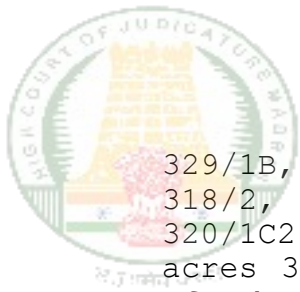
.Vs.

1. The District Collector,
Kancheepuram District,
Kancheepuram.
2. The Special Tahsildar,
(Land Acquisition),
Chennai Airport Expansion Scheme,
Patunoolchathiram,
Kancheepuram District.
3. The Block Development Officer/Commissioner,
Panchayat Union,
Kundrathur @ Padappai,
Kancheepuram District.
4. The Airport Authority of India,
represented by its Director,
Chennai Airport.
[R-4 is suo-motu impleaded
as per Order dated 06.06.2016
in W.P.No.2993/2015]

... Respondents

PRAYER:-

Writ Petition filed under Article 226 of the Constitution of India, to issue a writ of Mandamus, directing the respondents to pay the compensation amount by passing appropriate Award for the petitioner's lands situated at Kolapakkam Village, Sriperumpudur Taluk, Kancheepuram District comprised in Survey Nos.326/1B,



329/1B, 311/2, 326/2B, 309/2, 317/2, 321/1B, 322/2B, 322/1B, 318/2, 326/4B, 325/5A, 310/2, 326/5B, 325/3B, 307/1B, 320/1B2, 320/1C2, 320/3B2, 324/2B and 323/2 measuring a total extent of acres 3.91 cents to the petitioner company as per Section 24(2) of the Right to Fair Compensation and Transparency in Land Acquisition Rehabilitation and Resettlement Act, 2013 within the time limit as may be fixed by this Court.

For Petitioner : Mr.R.C.Paul Kanagaraj
For Mr.S.Anandaraaj

For Respondents : Mr.M.R.Gokul Krishnan
Government Advocate
(for R-1 and R-2)

: Mr.M.Elumalai (for R-3)

: Mr.V.Ramesh (for R-4)

O R D E R

This petition has been filed seeking to direct the respondents to pay the compensation amount by passing appropriate Award for the petitioner's lands situated at Kolapakkam Village, Sriperumpudur Taluk, Kancheepuram District comprised in Survey Nos.326/1B, 329/1B, 311/2, 326/2B, 309/2, 317/2, 321/1B, 322/2B, 322/1B, 318/2, 326/4B, 325/5A, 310/2, 326/5B, 325/3B, 307/1B, 320/1B2, 320/1C2, 320/3B2, 324/2B and 323/2 measuring a total extent of acres 3.91 cents to the petitioner company as per Section 24(2) of the Right to Fair Compensation and Transparency in Land Acquisition Rehabilitation and Resettlement Act, 2013 (hereinafter referred to as 'the New Act', for short).

2. The case of the petitioner is that the petitioner company purchased the subject properties from various land owners and the said lands were laid out for house plots. During the layout, some portion of the lands were proposed for roads and other common purpose. On that basis, a registered gift deed was executed in favour of the third respondent herein dated 05.11.2004, vide Document No.4148 of 2004. However, the first and second respondents herein initiated the land acquisition proceedings under the Tamil Nadu Acquisition of Land for Industrial Purposes Act, 1997 (hereinafter referred to as 'the Act', for short) for the purpose of providing lands to the Airport Authority of India for expansion of Chennai Airport under G.O.Ms.108, Transport (1.2) Department, dated 09.10.2007 to an extent of 45 acres in Kolapakkam Village. Thereafter, the



entire lands purchased by the petitioner were acquired and award has also been passed. According to the petitioner, the gift deed dated 05.11.2004 was wrongly executed in favour of the third respondent and as such, the third respondent realized the mistake and both mutually executed the cancellation deed, thereby cancelling the gift deed on 18.07.2007 registered, vide Document No.4038 of 2007. Therefore, the petitioner is entitled for compensation for the lands, which were acquired by the respondents 1 and 2 herein.

3. The learned counsel for the petitioner submitted that the award amount has not been paid to the petitioner or deposited in any of the Court. Therefore, the entire land acquisition proceedings are deemed to have lapsed as per provisions under Section 24(2) of the New Act.

4. The third respondent filed counter affidavit stating that the petitioner company is no longer the owner of the lands in question. Those lands have already been gifted by the erstwhile owner of the lands by the gift deed dated 05.11.2004, registered vide Document No.4148 of 2004 in favour of the third respondent herein. It is a condition precedent for granting layout approval for large extent of lands promoted by the petitioner company. On the execution of the gift deed, layout approval was accorded and based on the same, the lands were plotted out by the petitioner company and they were also sold to individual owners on various dates. As far as the gift deed is concerned, the lands covered therein have become the exclusive property of the Government and once a gift deed is executed, it cannot be revoked or the lands covered therein cannot be re-conveyed by cancelling the gift deed. It is further stated that the cancellation deed dated 18.07.2007, registered vide Document No.4038 of 2007, is per se, forged and fabricated one. The so called, Block Development Officer was impersonated by the petitioner company and he had executed the alleged cancellation deed dated 18.07.2007. In fact, one Syed Mohideen had executed the cancellation deed, whereas, the said Syed Mohideen was functioning as Block Development Officer only between 01.04.2006 and 22.11.2006. Therefore, it is evident that on 18.07.2007, the said Syed Mohideen was not functioning as Block Development Officer. However, his signature was forged by the executants of the deed of cancellation dated 18.07.2007, whereby the gift deed executed in favour of the third respondent was cancelled. In this regard, the third respondent also lodged a complaint before the jurisdictional Police and it is pending.

5. Mr.Elumalai, learned counsel appearing for the third respondent submitted that, it is evident from other writ petition in W.P.No.3177 of 2020, that this Court suo-motu impleaded the jurisdictional Police and directed to take



appropriate action as against the accused persons. He further submitted that, once the gift deed was executed in favour of the Government, it is not open to the Sub Registrar to entertain the cancellation deed to cancel the gift deed, when it is irrevocable and unconditional. Therefore, he prayed to take appropriate action as against the petitioner and the petitioner is not at all entitled for any compensation as claimed in this Writ Petition.

6. The learned counsel for the fourth respondent submitted that the gift deed was executed in favour of the third respondent on 05.11.2004, registered vide document No.4148 of 2004 for approval of layout. Though the entire land was acquired for the purpose of expansion of Airport, after execution of the gift deed in favour of the third respondent, the petitioner is not at all entitled for any compensation. That apart, the alleged cancellation deed was registered on 29.08.2007 and on the same date, the said Block Development Officer issued a letter stating that the cancellation deed was registered, vide Document No.4038 of 2007 and the said Block Development Officer has no objection to receive the compensation by the owner of the lands. He also pointed out that the signature found in the said communication dated 29.08.2007 and the signature found in the alleged cancellation deed, are found to be completely different. In this regard, the third respondent already lodged a complaint and it is pending. The fourth respondent also clarified that the subject lands are meant for road purpose, in view of the settlement deed executed in favour of the third respondent and no award has been passed in respect of those lands, since it was already registered in favour of the third respondent and accordingly, the Revenue Records also were mutated in favour of the third respondent. As such, the petitioner is not entitled for any compensation.

7. Heard both sides and perused the materials available on record.

8. The petitioner company proposed to layout the lands purchased by them. While sending a proposal for layout, they had registered the gift deed, executed in favour of the third respondent in respect of the lands for roads and other common purposes to form layout. Before approval of the layout, the entire land had been acquired for the expansion of the Airport by the respondents. Therefore, the petitioner and the third respondent executed the cancellation deed and the same was registered vide document No.4038 of 2007 dated 18.07.2007. In pursuant to the cancellation deed, the third respondent issued letter dated 29.08.2007 stating that the gift deed executed in favour of the third respondent was cancelled and as such, the original owner is entitled to the compensation for the land,



which was gifted to the third respondent for common purpose. After the acquisition of the land, the award was passed in the month of April 2009 itself, whereas, the petitioner claimed compensation under Section 24(2) of the New Act only in the year 2015, that too after the New Act came into force. It is also seen that the third respondent already lodged a complaint before the Inspector of Police, Sriperumbudur Police Station as against the petitioner for impersonating the third respondent and executed forged cancellation deed dated 18.07.2007.

9. As rightly pointed out by the learned counsel for the fourth respondent, even seen from the naked eye, the signatures found in the cancellation deed and the communication of the third respondent are found completely different and they require investigation. In this regard, already the police complaint is pending on the file of the Inspector of Police, Sriperumbudur Police Station. Therefore, concerned jurisdictional Police is directed to investigate the issue since it is very serious in nature as the third respondent was impersonated by the petitioner and the cancellation deed was executed and complete the investigation and take appropriate action as against the petitioner in accordance with law.

10. As far as the compensation is concerned, the petitioner claimed the same through the cancellation deed dated 18.07.2007, registered vide Document No.4038 of 2007. Now, the cancellation deed is under dispute. Since the third respondent denied his signature and he was alleged to have been impersonated and the cancellation deed was executed. That apart, once the gift deed was executed in favour of the third respondent, it is not open to the concerned Sub Registrar to entertain the cancellation deed to cancel the gift deed, when the gift deed is irrevocable and unconditional.

11. In the case on hand, the lands which were meant for common purposes and for approval of layout, were gifted in favour of the third respondent. After laying out, most of the plots were sold out to various persons and as such, the subject lands are meant for common purposes and it cannot be cancelled in favour of the petitioner. Further, the entire land including the house plots and the common area, were acquired and if the cancellation of gift deed is accepted, even then the petitioner alone is not entitled for any compensation. Since after layout the plots were sold out to various owners, at any cost, the petitioner is not entitled for any compensation and this Writ Petition is devoid of merits and it is liable to be dismissed.

12. In the result, this Writ Petition is dismissed. However, if the petitioner proves title over the subject properties which were gifted in favour of the third respondent which was



subsequently cancelled through cancellation deed, before the Civil Court, he can claim compensation before the authority concerned. No costs.

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Sd/-
Assistant Registrar(CS IX)

//True Copy//

Sub Assistant Registrar

kv

To

1. The District Collector,
Kancheepuram District,
Kancheepuram.
2. The Special Tahsildar,
(Land Acquisition),
Chennai Airport Expansion Scheme,
Patunoolchathiram,
Kancheepuram District.
3. The Block Development Officer/Commissioner,
Panchayat Union,
Kundrathur @ Padappai,
Kancheepuram District.
4. The Airport Authority of India,
represented by its Director,
Chennai Airport.

+1cc to Mr.V.Ramesh, Advocate, S.R.No.45747
+1cc to the Government Pleader, S.R.No.45907

W.P.NO.2993 OF 2015

PL(CO)
PBS/13/10/2021