



WEB COPY

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 11.08.2021

CORAM

THE HONOURABLE MR. JUSTICE N. ANAND VENKATESH

W.P No.33972 of 2019

1.G.Baskaran (Died)

2.B.Haree Prakash

3.B.Kalpana Sree

4.B.Latha

... Petitioners

(Substituted as Lrs of deceased
sole petitioner vide order dated
11.08.2021 made in W.M.P.No.2813
of 2021 in W.P.No.33972 of 2019)

Vs.

1. The Member Secretary,
The Chennai Metropolitan Development Authority,
Thalamuthu Natarajan Maaligai,
No.1, Gandhi Irwin Road,
Egmore, Chennai - 600 008.

2. The Estate Officer,
The Chennai Metropolitan Development Authority,
Thalamuthu Natarajan Maaligai,
No.1, Gandhi Irwin Road,
Egmore, Chennai - 600 008.

3. The Chief Executive Officer,
The Chennai Metropolitan Development Authority,
Thalamuthu Natarajan Maaligai,
No.1, Gandhi Irwin Road,
Egmore, Chennai - 600 008.

4. B.Rajendran

5.R.Indumathi

6.R.Rekha

... Respondents

(Respondents 4 to 6 are impleaded as per order in W.M.P.No.36838
of 2019 in W.P.No.33972 of 2019 dated 07.01.2020)



Prayer: Writ Petition filed under Article 226 of the Constitution of India for issuance of a Writ of Certiorarified Mandamus, to call for the records of the 3rd Respondent dated 15.11.2019 vide Ref. No.K4/3701/2009 and quash the same and consequentially direct the Respondents to execute the sale deed in favour of the petitioner by Disposing off the Representation dated 12.12.2018 and 14.5.2019 in accordance with Compromise Award.

For Petitioners : Mr.M.Ganeshan

For Respondents : Mr.P.Tamizhmani
Standing Counsel
for R1 to R3

ORDER

This writ petition has been filed challenging the proceedings of the 3rd respondent dated 15.11.2019 and for a consequential direction to the respondent to execute the Sale Deed in favour of the petitioner by considering representations made by the petitioner on 12.12.2018 and 14.05.2019.

2.The petitioner expired during the pendency of this writ petition and hence his legal heirs have been substituted in his place.

3.The subject property which is Shop No.G-79 at Koyambedu Wholesale Market Complex was originally allotted in favour on one V.R.Gopal Naidu. On his demise, the allotment was transferred to the name of the petitioner and the allotment order was also made in his favour.

4.There was a dispute between the legal heirs of the said V.R.Gopal Naidu and the petitioner and they claimed right over the shop on the ground that it is a joint family property. They also questioned the allotment of the shop in the name of the petitioner. This dispute resulted in various litigations and ultimately, the parties decided to compromise among themselves and a compromise memo was filed before this Court during the pendency of the earlier writ petition in W.P.No.17077 of 2013. Based on the said compromise, an Award was also passed on 09.12.2017.



5. Similarly, a compromise memo was also filed in the pending suit in O.S.No.6059 of 2015 and the same was recorded and Award was passed on 09.12.2017 by the XVI Additional Judge, Chennai. The pending criminal case was also quashed by this Court in Crl.O.P.No.19848 of 2018 after recording the compromise between the parties.

6. The petitioner after fulfilling his obligation under the compromise memo, approached the respondents requesting for the execution of the Sale Deed in his favour and the petitioner also was willing to pay the balance amount that was due and payable. The 3rd respondent has issued the impugned letter dated 15.11.2019 informing the petitioner that only on the appearance of the legal heirs of one G.Devika, the request made by the petitioner can be considered. Aggrieved by the same, the present writ petition was filed before this Court.

7. Heard Mr.M.Ganeshan, learned counsel appearing on behalf of the petitioner and Mr.P.Tamizhmani, learned Standing Counsel appearing on behalf of the respondents 1 to 3.

8. It is quite unfortunate that the petitioner was unnecessarily made to run from pillar to post in spite of the Award passed by this Court and also the competent civil Court. It is seen from the compromise memo that the deceased G.Devika was also a party to the compromise and the petitioner had agreed to pay a sum of Rs.3,50,000/- to all the other legal heirs including G.Devika. The said G.Devika was also a signatory in the Award passed by this Court. After the parties have reached such compromise and the petitioner had acquired a right under the compromise, it was not proper on the part of the 3rd respondent to have insisted for the appearance of the legal heirs of G.Devika. The 3rd respondent is not supposed to conduct an enquiry and the 3rd respondent was only expected to go through the documents submitted and the Award passed by this Court and the City Civil Court and act upon the same. Therefore, the insistence of the personal presence of the legal heirs of the G.Devika was unwarranted.

9. In view of the above, the impugned letter dated 15.11.2019 issued by the 3rd respondent is hereby quashed. The 3rd respondent is directed to act upon the representations made by the petitioner on 12.12.2018 and 14.05.2019 in accordance with the Compromise Award and execute the Sale Deed in favour of the petitioner after receiving the entire amount due and payable, if it has not already been paid. This process shall be completed



by the 3rd respondent, within a period of four weeks from the date of receipt of copy of this order.

10. In the result, this writ petition stands allowed with the above direction. No Costs.

Sd/-
Assistant Registrar (CS-IV)

//True Copy//

Sub Assistant Registrar

ssr

To

1. The Member Secretary,
The Chennai Metropolitan Development Authority,
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W.P No.33972 of 2019

PMK (CO)
SU (20/09/2021)