



WEB COPY



WP No.15091 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 05.04.2023

CORAM

THE HONOURABLE MR. JUSTICE M. DHANDAPANI

W.P. No.15091 of 2022

and

WMP.No.14308 of 2022

T.A.Balachandiran

... Petitioner

Versus

1. The Chief Educational Officer,
Chennai District,
Egmore, Chennai- 600 008.

2. The District Elementary Educational Officer,
(North Chennai)
District Educational Office,
Sidco Nagar,
Villivakkam, Chennai- 600 049.

3. The Zonal Educational Officer,
Periyamet, Chennai- 600 003.

4. The Inspector of Police
C-3 Seven Wells Police Station, Chennai.

5. K.Kothandapani

6. K.Manivannan

7. S.Kasthurithilagam

.. Respondents

Petition filed under Article 226 of the Constitution of India, praying for
issuance of a Writ of Certiorari Call for the records of the impugned notice of



WP No.15091 of 2022

the 1st Respondent issued to the Petitioner in Na.Ka. No.1746 / C3 / C5 / 2020, dated 12.04.2022 and quash the same as illegal.

For Petitioners : Mr.Ma.Gouthaman
For Respondents : Mr. KMD.Muhilan, AGP RR1 to 4
Mr.Thanjai P.N.Chezhian RR5 to 7

ORDER

The writ petition has been filed seeking to quash the impugned notice of the 1st Respondent issued to the Petitioner in Na.Ka. No.1746 / C3 / C5/ 2020, dated 12.04.2022.

2. During the pendency of this writ petition, the petitioner and the private respondents have arrived at a settlement and in this regard, a joint memo of compromise has been filed before this Court and the relevant paragraphs are extracted hereunder:

" T.A.BALACHANDRAN, S/o Late.T.Anandan, Hindu, aged about 62 years, Founder Trustee, Yuva Educational Trust, a trust established under the laws of India and having its office at No 15. Venkatarama lyer Street. Chennai 600 076 as 1st PARTY;

AND

(1) Mr.KOTHANDAPANI S/o.P.V.Kannaiah Naidu, Hindu, aged about 74 years, residing at No.1A, Peddu Naicken Street, Kondithope, Chennai - 600001;



WP No.15091 of 2022

(2) Mr.MANIVANNAN S/o.P.V.Kannaiah Naidu, Hindu, aged about 68 years, residing at No.39, Nethaji Subash Chandra Bose Road, Chennai 600 001; and

(3) Mr.S.KASTHURITHILAGAM, W/o.Srinivasalu Naidu, Hindu, aged about 64 years, residing at No.3/14, Venugopal Street, Guduvancherry, Kancheepuram District herein jointly referred as 2nd PARTY

WHEREAS

1. A Trust has been started in the name of "**Yuvan Educational Trust**" vide trust deed dated 21-12-1998 in Document No. 1756 of 1998, more fully described in the Schedule hereunder and forming the trust board consisting of 1. K.Rajasekaran, 2.Revathy Rajasekaran and 3. T.A.Balachandran referred 1st Party with an object to provide education and educational scholarship to the economically weaker section people and opened a school in the name "**Noble Nursery and Primal School**" at the above mentioned address.
2. Mr.K.Rajasekaran Revathy Rajasekaran died leaving behind their only son Mr.Yuvanesh as their heir and . subsequently Mr.Yuvanesh has been inducted as the member of the trust vide MOU dated 17-08-2013. Unfortunately Mr.Yuvanesh died on 02-11-2017 leaving behind no issues.
3. After the demise of the Late.Mr Yuvanesh certain disputes has arisen between the parties i.e the 1st Party and the 2nd Party referred herein and ended up in litigating the issues before various Courts, Tribunal and Authorities as a result of which a number of cases have been filed by both the parties. The list of cases and extracted hereunder:-



S. No.	Case Type and Number	Petitioner/Appellant / Plaintiff	Respondent/ Defendant
1.	OS.No. 2472/2018	K.Sridhar	T.A.Balachandran
2.	OS.No. 3932/2018	Yuvan Educational Trust and 5 others	T.A.Balachandran
3.	OSA No. 130/2020	T.A Balachandran and 2others	K.Kothandapani & 2 others
4.	OSA.No. 215 2020	T.A Balachandran and 2others	K.Kothandapani & 2 others
5.	W.P.No. 15091/ 2022	T.A.Balachandran	The Chief Educational Officer and 6 others
6.	C.C.No. 531/2023	T.A.Balachandran	The State and others

4. One such litigation is the present Writ Petition in W.P. No.15091 of 2022 filed before the Hon'ble High Court at Madras preferred by the 1st Party challenging the cancellation of approval of the 1st Party's School by the Chief Educational Officer. The Hon'ble High Court was pleased to stay the proceedings of the Chief Educational Officer and permitted the 1st Party to run the school and directed the 1st Party and the 2nd Party to go for mediation and amicably settle the issue with regard to the ownership of the property and other disputes.
5. Though there were minor differences between the parties in arriving the quantum of settlement, the mediation failed and the matter has been remanded back to this Hon'ble Court. When the Matter was taken up by the Hon'ble High Court at madras again, it was pleaded by the Parties that the quantum proposed by the 1st Party was **2.60 Crores** and the quantum Proposed by the 2nd Party is **3.00 Crores**.
6. Thereafter in order to bring a quietus to the entire commercial dispute



*lingering amongst the parties, the parties appeared before this Hon'ble Court and Agreed for a Sum of **Rs.2.80 Crores** as full and final settlement so as to settle all their disputes on the following terms and conditions.*

NOW THEREFORE INTENDING TO BE LEGALLY BOUND THE PARTIES TO THIS MEMORANDUM OF SETTLEMENT AGREE AS FOLLOWS:-

- (i.) The 2nd Party Shall Execute a sale deed in favour of the 1st Party Mr. T.A. Balachandran free from all encumbrances and by also surrendering the Vacant position including the 4 shops attached to the suit scheduled property, all that piece and parcel of land admeasuring to the extent of 1548 Sq.ft of land along with building at No.15. Venkatarama lyer street, Chennai 600079 comprised to R.S.No.357/ I.*
- (ii.) The 1st Party will make a payment of **Rs. 1,00,00,000 / -(Rupees one crore)** to the 2nd Party within a period of **15 days** from the date of entering into this Memorandum of Settlement and the remaining **Rs.1,80,00,000/- (Rupees one crore eighty lakhs)** will be paid to the 2nd Party within a period of **3 months** from entering into this Memorandum of Settlement at the time of execution of sale deed in favour of the 1st Party.*
- (iii.) The 2nd party shall clear all the debts directly and indirectly attached on the property including but not limited to any lien, mortgage, usufructuary mortgage or any other attachment and unequivocally to release the mortgage on the property.*
- (iv.) The 1st Party and the 2nd Party shall withdraw all the pending cases filed against each other before City Civil Court, High Court*



at Madras and other Court of law and indemnify each other from any proceedings.

(v.) *Whereas adjacent to the schedule property is K.Kothandapani's property, the wall in between or which divides the schedule property and Kothandapani's property, absolutely belongs to K.Kothandapani and the 1st Party shall not' have any claim whatsoever over the wall to which the 1st party strongly agrees not to disturb in any manner K.Kothandapani's possession over the same now and in future but before altering or demolishing the wall, the parties of the 2nd Part shall put a notice to the party of the 1st Part in advance.*

(vi.) *The 2nd Party shall issue a No Objection Certificate to Chief Educational Officer, Revenue Divisional Officer and other authorities for running the School and also withdraw the complaint/Representation placed before them and ensure that the 1st Party will not be hindered in any matter whatsoever by the 2nd Party in smooth functioning of the school and further to co-operate any instances, if required.*

(vii.) *The 2nd Party shall issue NOC in favour of the 1st Party to de-freeze the Account lying in the name of the School i.e. "Noble Nursery and Primary School" before the Tamilnadu State Apex Co-Operative Bank Limited Bank, Mint Street Branch, in Account No. 710769820 and Punjab National Bank, Mint Street Branch in Account No.2524002100326513 and Account No.25240001002771429 so as to enable them to run and function the school.*

(viii.) *The 2nd Party shall cancel the Trust deed incorporated by them in*



the name "Yuvan Educational Trust" and renounce any and every claim associated with the above said Trust and its activities dated 04-01-2018.

- (ix.) *The 1st Party will make payment to the 2nd Party a sum, of Rs.2.80,00,000/- (Rupees two crore and eighty Lakhs Only) inclusive of all taxes, duties and governmental levies vide Demand Draft/ Cheque drawn in favour of the 2nd Party as full and final settlement and shall not create or arise any future litigation relating to the present disputes, transactions or arrangements between the Parties (hereinafter referred to as "Settlement Amount").*
- (x.) *The 2nd Party acknowledges and agrees that post receipt of the Settlement Amount, they have no further claim/ claims against 1st Party, its associated Trust, School, employees, representatives and agents of any nature whatsoever including but not limited to costs, expenses, damages of any kind and losses.*
- (xi.) *In the event, there are any other proceedings (legal or otherwise) initiated by 1st Party and 2nd Party against each other the same shall be immediately withdrawn by either of the Parties who initiated the case. The present memorandum of compromise is entered upon to leave parties at peace and out of goodwill to bring down the dispute to a closure with good relationship between the parties.*
- (xii.) *Upon receipt of the Settlement Amount to the 2nd Party, the 1st Party shall relinquish all rights and claims and that the 2nd Party shall not initiate any proceedings (legal or otherwise) in relation to the present disputes, transactions or arrangements between the*



Parties.

- (xiii.) *There shall not be any future claim by either of the parties.*
- (xiv.) *The 1st Party and the 2nd Party may produce the Memorandum of Settlement before the relevant authority/court and the same may be recorded and the proceedings may accordingly be disposed off.*
- (xv.) *This Memorandum of Settlement shall be governed by the laws of India.*

SCHEDULE

All that piece and parcel of land admeasuring to the extent of 1548 Sq.ft of land along with building at No.15, Venkatarama Iyer street, Chennai 600 079 including 4 Shops, comprised to R.S.No.357/1, bounded on the

NORTH BY : R.S.No.460, Pethu Naicken Street;

SOUTH BY : R.S.No.352;

EAST BY : R.S.No.357/2 Plot and House; and

WEST BY : R.S.No.358, Venkatarama Iyer Street;

Situated within the Registration District of Chennai-North and Sub-Registration District of Sowcarpet."

3. This joint memo of compromise is taken on file and it is made part of the record.

4. In view of the above, this Writ Petition is allowed in terms of the joint memo of compromise and the impugned order passed by the first respondent dated 12.04.2022 is hereby set aside and the matter is remanded back to the



WP No.15091 of 2022

first respondent for fresh consideration. No costs. Consequently, connected miscellaneous petition is closed.

05.04.2023

Index : Yes/No

Internet : Yes/No

rli

To

1. The Chief Educational Officer,
Chennai District,
Egmore, Chennai- 600 008.

2. The District Elementary Educational Officer,
(North Chennai)
District Educational Office,
Sidco Nagar,
Villivakkam, Chennai- 600 049.

3. The Zonal Educational Officer,
Periyamet, Chennai- 600 003.

4. The Inspector of Police
C-3 Seven Wells Police Station, Chennai.



WEB COPY



WP No.15091 of 2022

M. DHANDAPANI, J

rli

W.P. No.15091 of 2022

05.04.2023