



W.P.No.34024 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 05.10.2023

CORAM

THE HONOURABLE Mrs. JUSTICE J.NISHA BANU
AND
THE HONOURABLE Mrs.JUSTICE N.MALA

W.P.No.34024 of 2022
and WMP Nos.33481, 33482 and 33484 of 2022

V.G.P.Housing Private Limited,
V.G.P.Square,
No.21, Dharamaraja Koil Street,
Saidapet, Chennai-600 015
Represented by its Director
Mr.VGP Rajadas

.... Petitioner

vs

1. The Commissioner,
Greater Chennai Corporation,
Rippon Building, Chennai-600 003.
2. The Assistant Executive Engineer,
Works Department,
Greater Chennai Corporation, Amma Maaligai,
Rippon Building, Chennai-600 003.
3. The Assistant Executive Engineer,
Unit 44, Greater Chennai Corporation,
Neelangarai, Chennai-600 115.



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4. The Zonal Officer,
Greater Chennai Corporation,
Zone – 15, Rajiv Gandhi Salai,
Sholinganallur,
Chennai-600 119.
5. The Superintending Engineer,
The Tamil Nadu Generation and Distribution Corporation Ltd.,
Sholinganallur Sub Division,
110 KV Perungudi SS Complex, Perungudi,
Chennai-600 096.
6. S.S.Vanangamudi
7. Mrs.K.Radhika
8. M.Srinivas Naryan
9. The Tahsildar,
Sholinganallur Taluk,
Chengalpet District.

(R9 suo motu impleaded vide order
dated 11.01.2023 made in WP No.
34024 of 2022)

...Respondents

Prayer: Writ Petition filed under Article 226 of the Constitution of India to issue a Writ of Mandamus directing the 1st to 4th respondents to take legal action against the construction by locking and sealing the building and also by demolishing the illegal structure put up by the 6th, 7th and 8th respondents in the land belonging to the petitioner in Survey No.15/116A1 measuring an extent of 14500 sq.ft situated at VGP Golden Beach Part-III, Injambakkam Village, Sholinganallur Taluk, Chennai District, pursuant to the representation dated 06.09.2022 issued by the petitioner.



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For Petitioner : Mr.J.Lenin
for Mr.D.S.David

For Respondents : Mr.D.B.R.Prabu,
Standing Counsel for R.1 to R..4
Mr.L.Jai Venkatesh
Standing Counsel for R.5
Mr.S.Anil Sandeep
For R.6 to R.8
Mr.T.Sampathkumar
for R9

ORDER

(Order of the Court was made by J.NISHA BANU, J.,)

This Writ Petition has been filed to issue a Writ of Mandamus directing the 1st to 4th respondents to take legal action against the construction by locking and sealing the building and also by demolishing the illegal structure put up by the 6th, 7th and 8th respondents in the land belonging to the petitioner in Survey No.15/116A1 measuring an extent of 14500 sq.ft situated at VGP Golden Beach Part-III, Injambakkam Village, Sholinganallur Taluk, Chennai District, pursuant to the representation dated 06.09.2022 issued by the petitioner.

2. When the matter came up on 22.08.2023, the matter was referred to Mediation to enable the parties to come to an amicable settlement. Accordingly, the matter was settled between the parties and they have also filed a Memorandum of Compromise before the Mediation and Conciliation



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Centre, High Court, Madras on 26.09.2023. The Memorandum of

Compromise dated 25.09.2023 is extracted hereunder:

MEMORANDUM OF COMPROMISE

THIS MEMORANDUM OF COMPROMISE (Memorandum") is made on the 25 day of September 2023 (Execution Date) BETWEEN:

M/s.VGP HOUSING PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having its registered office V.G.P Square, No.6, Dharmaraja Koil Street, Saidapet, Chennai 600 015 and represented by its Directions, 1.Mr.VGP Rajadas S/o Late Mr.VG Panneersdas hereinafter referred to as the "PETITIONER";

AND

S.S.VANANGAMUDI, So. Mr.S. Subramaniam, aged 66 years, residing at No.8, Arudhathi Apartments, Lakshmanan Chetty Street, T. Nagar, Chennai 600 017, hereinafter referred to as the "6TH RESPONDENT";

AND

K.RADHIKA, Wo, Mr.S.Murali, aged 58 years; residing at New No. 69, AG Block, 3rd Street, Anna Nagar, Chennai - 600 040, represented by her Power of Attorney Agent Mr.S.Murali, (authorized vide General Power of Attorney Deed dated 11.01.2023, Anna Nagar SRO hereinafter referred to as the "7TH RESPONDENT";

AND

M.SRINIVAS NARAYAN, So. Me S Murali, aged 29 years, residing at New No.69, AG Block, 3 Street, Anna Nagar, Chennai-600 040, represented by his Power of Attorney Agent Mr.S.Marali (authorized vide General Power of Attorney Deed dated 06.2023, registered as Document No: 49 of 2023, at the Office of Sub-Registrar Mylapore hereinafter referred to as the "8TH RESPONDENT";

In Writ Petition No: 34024 of 2022, in which the above said persons are



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parties and said writ petition had come up for hearing before the Hon'ble High Court of Madras on 22/08/2023, during which the case was referred to the Tamil Nadu Mediation and Conciliation Centre by the Hon'ble Court on specific request made for mediation process by the Parties herein, i.e the Petitioner and the 6th, 7th & 8th Respondents in the Writ Petition.

Pursuant to the said order in the writ petition, mediation had commenced before the mediator Mrs. S. Jayakumari on 30/08/2023 and on the successive hearings, mutually agreeable and amicable compromise terms have been achieved between the parties hereto and the same has been reduced into writing by way of this Memorandum of Compromise.

Whereas the other respondents in the said Writ Petition i.e. the Respondents 1 to 5 & 9 (Public Officials), being the formal parties to the above Writ Petition, had neither participated in the ongoing mediation process nor were represented by any of their respective counsels.

The parties (Petitioner, 6th, 7th and 8th Respondents) have arrived at a compromise in consensus in the presence of mediator Mrs.S.Jayakumari, and the terms of the said compromise are described as follows:

The terms, the PETITIONER, 6TH, 7TH AND 8TH RESPONDENT, shall, unless repugnant to the context, be deemed to include their heirs, legal representatives, successors, assigns, transferees, nominees and beneficiaries.

WHEREAS:

A) The PETITIONER promoted a residential layout namely, VGP Golden Beach Part -III Layout in the land comprised in Survey No.15(Part) measuring to an extent of 7.57 acres, situated at No.146, Injambakkam Village, then Saidapet Taluk, now Sholinganallur Taluk and Chennai District, which was purchased by virtue of Sale Deed dated 04.12.1972 bearing Doc.No.3301 of 1972 on the file of the SRO, Neelankarai.

B) The layout was approved by the competent authority vide proceedings in Part-III L.P.D.M/D.D.T.P No.150/74. The Plots of the said layout were sold to various purchasers.



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C) In the said layout, a land comprised in Survey No.15/116 was reserved for owners use and park, out of which a part of land was gifted to The St.Thomas Mount Panchayat Union, Chengalpet District for formation of a Park, wherein the greater Chennai Corporation (GCC) has developed a park ("GCC Park") and have built a compound wall, and the balance extent of 14,400 sq.ft was retained by the PETITIONER for its own use, which is bounded on the North by: 30' Wide Road of VGP Golden Beach Part III Layout, South by 30' Wide Road of VGP Golden Beach Part III Layout, East by: GCC Park, West by: Plot Nos. 27 & 28 of VGP Golden Beach Part III Layout.

D) The PETITIONER thereafter obtained Patta bearing No.7652 for the land measuring Hectares 0.13.39 Ares, comprised in Survey No.15/116A1 in the layout. The land retained by the PETITIONER is more fully described in the schedule hereunder (hereinafter referred to as "Schedule Property").

E) The 6TH RESPONDENT herein purchased the land bearing Plot Nos.28 & 29, comprised in Survey No.15/117 and Survey No.15/118 measuring an extent of 7200 sq.ft. each at VGP Golden Beach Part-III layout, and the 7 AND 8TH RESPONDENTS herein had jointly purchased the land bearing Plot No.27 comprised in Survey No.15/115 measuring an extent of 7200 sq.ft. from their respective predecessors-in-title with valid tracing of title to the original allottees/purchasers from the PETITIONER

F) The 6th , 7th and 8th Respondents have commenced construction over the Schedule Property belonging to the PETITIONER assuming the same as their Plot Nos 27 & 28.

G) In view of the above, the PETITIONER had filed a Writ Petition bearing WP.No.34024 of 2022 before the Hon'ble High Court at Madras ("Writ Petition") seeking direction to the Commissioner, Assistant Executive Engineer-Works Department, Assistant Executive Engineer-Unit 44 and Zonal Officer-Zone 15, Greater Chennai Corporation to take legal action against the construction made by the 6th, 7th and 8th RESPONDENTS in the Schedule Property.



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H) The 6th, 7th and 8th RESPONDENTS have also filed their Counter in the Writ Petition. Further, the Tahsildar, Sholinganallur Taluk who was impleaded as 9 Respondent in the said writ petition, conducted physical inspection of the disputed plots and has filed a report confirming that the land comprised in Survey No.15/116A1 is owned by the PETITIONER, and that the 6th, 7th and 8th RESPONDENTS were constructing a residential building in the land belonging to the PETITIONER.

I) During the pendency of the writ petition, the Parties underwent negotiations to amicably settle the disputes among themselves, and as a result of which the 6TH RESPONDENT has agreed to purchase the Schedule Property measuring 14,400sq.ft., comprised in Survey No.15/116A1 from the PETITIONER on such terms and conditions as more fully detailed in this Memorandum of Compromise.

NOW THEREFORE THIS MEMORANDUM OF COMPROMISE WITNESSETH THAT:

1. The PETITIONER is the sole and absolute owner of the Schedule Property.
2. The PETITIONER hereby agrees to sell, and the 6TH RESPONDENT hereby agrees to purchase, the land measuring 14,400 square feet, comprised in Survey No.15/116A1 situated in VGP Golden Beach Part-III layout, more fully described in the Schedule hereunder ("Schedule Property") in his name and/ or in the name of his nominees from the PETITIONER for a total sale consideration of Rs.6,48,00,000/- (Rupees Six Crores and Forty Eight Lakhs only).
3. The Parties agree to complete the sale transaction within a period of 30 days (Thirty Days) from the date of the PETITIONER communicating and intimating in writing to the 6TH RESPONDENT, the obtaining of plot regularization approval for the land comprised in Survey No.15/116A1 (Schedule Property) from Greater Chennai Corporation. The 6TH RESPONDENT shall pay a sum of Rs.30,00,000/- (Rupees Thirty Lakhs only) towards the cost of obtaining regularization approval from Greater Chennai Corporation. The PETITIONER shall bear all other additional expenses thereafter to be incurred for obtaining



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regularization approval for the Schedule Property from the public authorities or/of Greater Chennai Corporation.

4. It is clarified that the PETITIONER shall not be liable to obtain any other approvals or building plan sanctions for the schedule property, but shall subsequent to the sale transaction execute the necessary documents at the cost of the 6th RESPONDENT, including No Objection Certificates and Declarations required to validate, legalize and regularize the constructions put up by the 6th, 7th AND 8th RESPONDENTS in the schedule property, in favour of the 6th RESPONDENT and/or his nominees/assignees, if the need so arises. Since, the entire layout was developed by the PETITIONER, the 6th, 7th and 8th RESPONDENTS are satisfied with the title of the PETITIONER in respect of the Schedule Property

5. The 6th RESPONDENT either by himself and / or through his nominees agrees to pay the entire sale consideration (subject to TDS) to the PETITIONER at the time of registration of the Sale Deed in respect of the Schedule Property in favor of the 6TH RESPONDENT and/or his nominees.

6. The owners of Plot No.30 in the VGP Golden Beach Part-III layout have moved their possession towards Plot No.29 which belongs to the 6TH RESPONDENT. The PETITIONER hereby undertakes to take all necessary measures and ensure that the owners of Plot No.30 vacate Plot No.29 belonging to 6TH RESPONDENT and are moved to their Plot No.30 in the VGP Golden Beach Part-III layout.

7. All the Parties herein agree that any encumbrances / encroachments made by third parties in Plot No.27 owned by 7TH & 8TH RESPONDENTS shall be cleared and settled by and at the risk and cost of the 7TH AND 8TH RESPONDENTS only. The PETITIONER shall render their assistance for such process at the cost and risk of the 7 AND 8TH RESPONDENTS, but shall not be liable for any encumbrances/ encroachments made by third parties in Plot No.27.

8. The PETITIONER undertakes that they shall not at any time after the



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execution of this Memorandum of Compromise, create or set-up any encumbrance / charge or third-party rights / claims or indulge in any act or omission in respect of the possession or title with respect to the Schedule Property.

9. In pursuance to the settlement arrived between the parties hereto, they hereby agree to withdraw all their claims against each other over the Schedule Property, including but not limited to any suits, petitions (except Writ Petition No.34024 of 2022, which has been referred to mediation, wherein this Settlement is being recorded), applications, representations filed before any court of law, tribunal, quasi-judicial authorities, revenue authorities and other local authorities, and further undertake not to raise any other claims, demand, costs in respect of the Schedule Property against each other any time in future.

10. The Parties acknowledge that the settlement arrived between the parties herein shall be final and binding on all the parties herein.

11. The Parties agree that the park area in Survey No.15/116 has been shown as the eastern boundary in the documents of title of Plot Nos. 27 & 28 in the VGP Golden Beach Part-III layout, executed by the PETITIONER to the predecessors-in-title of 6th, 7th and 8th RESPONDENTS. The 6th, 7th and 8th RESPONDENTS herein declare that they would execute self- declaration deed/s before the concerned registering authorities for the purpose of rectifying the eastern side boundaries, which have been wrongly mentioned as 'Park', to which the PETITIONER agrees to extend their legally viable cooperation to get the said declaration deed/s executed to set right the anomalies as found in the title deeds belonging to Plot Nos. 27 and 28 in the VGP Golden Beach Part-III layout, and to be correctly mentioned as being bounded on the east by the property of the PETITIONER comprised in Survey No. 15/116A1. These declaration deed/s shall be executed and registered by the 6th 7th and 8th RESPONDENTS on the date of the execution and registration of the sale deed by the PETITIONER in respect of the schedule mentioned property in favor of the 6th RESPONDENT and/or in favor of his nominees, assignees, as per the terms of this



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Memorandum, and these declaration deed/s shall form part and parcel of the sale transaction agreed herein.

12. The Parties also hereby agree to do all such acts and deeds, and execute such other or further documentation as may be required to discharge the respective obligations agreed in this Memorandum of Compromise.

13. This Memorandum of Compromise may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

14. The Parties have sought the Hon'ble High Court of Madras to refer the dispute in Writ Petition No.34024 of 2022 to mediation and the parties shall settle the matter as per the terms of this Memorandum of Compromise.

15. Each party ("Indemnifying party") hereby agrees to wholly indemnify and hold harmless the other party ("Indemnified party"), their representatives, successors and assigns at all times against all claims, litigation, proceedings, costs, damages, loss, levies, charges and expenses of any kind which the Indemnified party may incur due to any misrepresentation or breach or violation of any of the terms of this Memorandum by the Indemnifying party.

16. The 6th, 7th ad 8th RESPONDENTS shall not place any conditions or claims other than those already mentioned in this Memorandum of Compromise on the PETITIONER in respect of the subject matter, post the execution of this Memorandum of Compromise

17. Time is the essence of this Memorandum. In the event the 6th RESPONDENT fails to pay the sale consideration and complete the sale transaction within the above said timeline, despite the PETITIONER honoring all its obligations under this Memorandum, then the PETITIONER shall be entitled to terminate this Memorandum unilaterally and at its sole discretion with immediate effect.

SCHEDULE OF PROPERTY

All that piece and parcel of land admeasuring 14,400 square feet or thereabouts, comprised in Survey No. 15/116A1, and situated at New No.49, Old No.146,



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VGP Golden Beach Part III (Layout approved by DTCP in LPDM/DDTP No.150/74), Injambakkam Village, Sholinganallur Taluk, Chennai District, bearing Patta No.7652, and land being bounded on the:

North by: 30' Wide Road of VGP Golden Beach Part III Layout

South by: 30' Wide Road of VGP Golden Beach Part III Layout

East by : GCC Park

West by : Plot Nos.27 & 28 of VGP Golden Beach Part III Layout

and situated within the Sub-Registration District of Neelankarai and Registration District of Chennai South

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Compromise as of the date first written above.

Sd/-

V.G.P Housing (P) Ltd
Director.

Sd/-

Counsel for Petitioner.

Sd/-

6th Respondent

Sd/-

7th Respondent

(Represented through his Registered
Power of Attorney Agent Mr.S.Murali)

Sd/-

8th Respondent

(Represented through his Registered
Power of Attorney Agent Mr.S.Murali)

sd/-

(B.REENA)

E.No.4625/2022

Junior Counsel for S.Anil Sandeep
Counsel for 6th to 8th Respondents

3. The aforesaid Memorandum of Compromise is recorded. The Writ Petition is disposed of in terms of the Memorandum of Compromise. No costs. Consequently, connected miscellaneous petitions are closed.



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(J.N.B., J.) (N.M., J.)
05.10.2023

vsi

Index : Yes / No

Internet : Yes / No

Neutral citation : Yes / No

To

1. The Commissioner,
Greater Chennai Corporation,
Rippon Building, Chennai-600 003.
2. The Assistant Executive Engineer,
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Rippon Building, Chennai-600 003.
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Chengalpet District.

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J. NISHA BANU, J.
and
N.MALA, J.

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