



W.A.No.3593 of 2019

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on: 04.09.2023

Delivered on: 25.09.2023

CORAM:

THE HONOURABLE MR.JUSTICE D.KRISHNAKUMAR

AND

THE HONOURABLE MR.JUSTICE P.B.BALAJI

W.A.No.3593 of 2019

and

C.M.P. No.23107 of 2019

1. The Collector,
Kanchipuram District,
Kanchipuram.

2. The Special Tahsildar (L) Unit VI,
SIPCOT, Sriperumbudur Expansion,
Scheme – II, Sriperumbudur,
Kanchipuram District.

.. Appellants

Vs.

1. P. Haridoss,
Cheran Street, Indra Nagar,
Mathur Village & Post,
Sriperumbudur Taluk,
Kancheepuram District – 602 105.

2. The Managing Director,
SIPCOT,
19A, Rukmani Lakshmi pathy Road,
Egmore, Chennai.

.. Respondents



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Prayer:- Appeal filed under Clause 15 of Letter Patent praying to set aside the order passed by this Court in W.P.No.29797 of 2015 dated 22.02.2018.

For Appellants : Mr. U.M. Ravichandran, Special
Government Pleader.

For Respondents : Mr. T. Varadarajulu [for R1]
Mr. Sudarsana Sundar [for R2].

JUDGMENT

(Judgment of the Court was made by P.B.BALAJI,J.)

The instant intra-court appeal arises under land acquisition proceedings. The respondent, as writ petitioner sought for issuance of a writ of mandamus seeking compensation to be paid under the ***Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013.***

2. The brief facts that are necessary to deciding the present writ appeal are as follows;

The property of the respondent was sought to be acquired, invoking the provisions of the ***Tamil Nadu Acquisition of Land for Industrial Purposes Act, 1997 (Tamil Nadu Act 10 of 1999)***, Section 7(2) notice dated 14.08.2012, was issued expressing such intent to acquire the respondent's property. In response to the same, on 31.08.2012, the



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respondent gave objections to the said notice. Further representation was also given by the respondent seeking parity in the matter of paying compensation since neighbouring land owners had been paid a much higher compensation. Subsequently, the respondent filed a writ petition in W.P.No.4393 of 2014, wherein this Court directed the respondent to appear before the Authority and put forth all the grievances. As the Collector rejected his representation, the respondent filed W.P.No.20025 of 2014. The said writ petition was disposed-off by this Court on 25.11.2014, directing the respondent to receive compensation as declared by the Collector and giving liberty to the respondent to seek additional compensation. The respondent sought for direction to the Authority to pay compensation under the New Act and filed the writ petition before this court.

3. The appellants filed a counter affidavit stating that under the provisions of the *Tamil Nadu Acquisition of Land for Industrial Purposes Act, 1997 (Tamil Nadu Act 10 of 1999)*, the procedure was different from the one contemplated under the Land Acquisition Act, 1894. Under the special enactment, parties had to negotiate and arrive at a compensation to be paid to the land owner. Accordingly the respondent



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has agreed to receive a compensation of Rs.18 Lakhs per Acre, and also signed an agreement on 10.10.2013. Therefore, it is contended by the appellants that the writ petition itself could not be entertained.

4. The Writ Court directed the representation of the respondent to be one seeking reference to the Civil Court under Section 8 of the ***Tamil Nadu Acquisition of Land for Industrial Purposes Act, 1997 (Act 10 of 1999)***, and to consequently refer the matter to the concerned Civil Court, ignoring any period of limitation provided in this regard in the statute.

5. Aggrieved by the said order of the Writ Court, the State has come up with the present writ appeal, challenging the order of the Writ Court, mainly on the ground that having entered into an agreement to receive compensation, it was not open to the respondent to seek for higher compensation, that too under the new Land Acquisition Act. It is also further contended that invocation of Section 8 of Act 10 of 1999, would come into play only if the respondent had not executed an agreement contemplated under Section 7(2) of the Act. On these grounds the order of the Writ Court is sought to be set-aside.



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6. We have heard Mr.U.M.Ravichandran, Special Government Pleader for the appellants, Mr.S.T.Varadarajulu, counsel for the 1st respondent and Mrs.Sudharsana Sundar, counsel for the 2nd respondent. We have perused the records produced before us as well as the order of the Writ Court. We have also gone through the Scheme of the Act namely, Act 10 of 1999.

7. As rightly pointed out by the counsel for the appellant, in cases of land acquisition invoking the special enactment namely, Act 10 of 1999, there is deviation from the regular procedure that is contemplated under the central Act, namely the Land Acquisition Act, 1894. Unlike the Central Act, under Act 10 of 1999, a negotiation is contemplated between the land owner and the State/requisitioning body and if they are able to reach at an amicable and mutually agreeable figure of compensation, then an agreement would be entered into between them, in terms of which compensation amount would be paid to the land owner. However, in the cases of land acquisition under the Central Act, the compensation is fixed by the State and offered to the land owners and if the land owners are not agreeable to receive the same then they are entitled to seek for a higher



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compensation by seeking a reference to the Civil Court, invoking Section 18 of Land Acquisition Act, 1894. A similar provision is also available in the present Act, the Act 10 of 1999. However, the said provision namely Section 18, will come into play and can be invoked by the land owner only when the agreement contemplated U/s 7(2) of the Act is not reached or executed.

8. Admittedly, in the instant case, the parties have entered into an agreement arriving at a compensation amount. However, according to the counsel for respondent the said agreement would not come in the way of the respondent seeking enhanced compensation or higher compensation since liberty had been granted to the respondent in W.P.No.20025 of 2014, by order dated 25.11.2014. Moreover, it is seen from the records that subsequent to the said order passed in the writ petition, namely W.P.No.20025 of 2014, the respondent entered into an agreement on 16.07.2015, U/s 7(2) of the Act, accepting to receive the compensation as mentioned in the said agreement. Unfortunately, the respondent had not reserved his right or entered into the agreement without prejudice to his rights that became available to him in and by an order of this Court dated 25.11.2014 in W.P.No.20025 of 2014. We have carefully perused the said



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agreement dated 16.07.2015. The said agreement is clearly the one that is contemplated U/s 7(2) of the Act. Having consciously entered into such an agreement subsequent to the order dated 25.11.2014 in W.P.No.20025 of 2014, the respondent is estopped from turning around and seeking higher compensation, that too under the new Act of 2013.

9. The Writ Court has held that the agreement should be treated as an award determined by the Authority and as if it was U/s 7(3) of the Act and therefore, the respondent was entitled to a reference to the Civil Court, U/s 8 of the Act. We are unable to accept the said reasoning of the Writ Court. No doubt, the respondent had the benefit of a liberty granted by the Writ Court in W.P.No.20025 of 2014, to receive the compensation offered by the Collector without prejudice to his right to seek enhanced compensation. However, the respondent has literally thrown away the benefit given to him by way of such liberty, by subsequently entering into an agreement on 16.07.2015, U/s 7(2) of Act 10 of 1999, where under the parties have clinched an agreement fixing the compensation amount. Post such an agreement, there is no window open to the respondent to once again seek reference to the Civil Court, for the purposes of enhanced compensation. For these reasons, we are constrained to interfere with the



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order of the Writ Court.

10. In fine the writ appeal is allowed. The order of the Writ Court in W.P.No.29797 of 2015 dated 22.02.2018 is set-aside. There shall be no order as to costs. Consequently, the connected miscellaneous petition is closed.

(D.K.K.J) & (P.B.B.J)

25.09.2023

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Neutral Citation: Yes/No
mjs

To

The Managing Director,
SIPCOT,
19A, Rukmani Lakshmipathy Road,
Egmore, Chennai.



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D.KRISHNAKUMAR, J.,
and
P.B.BALAJI, J.

(mjs)

Pre-delivery judgment in
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