



W.A.No.3088 of 2021

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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 31.10.2023

CORAM

THE HON'BLE MR.SANJAY V.GANGAPURWALA, CHIEF JUSTICE
AND
THE HON'BLE MR.JUSTICE D.BHARATHA CHAKRAVARTHY

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1.The District Collector,
Kancheepuram District,
Kancheepuram-631 501.

2.The Special District Revenue Officer (LA),
SIPCOT
Sriperumbudur and Oragadam Extension Scheme-2,
Sriperumbudur.

3.The Special Tahsildar (LA),
SIPCOT, Unit-3,
Sriperumbudur Extension Scheme-2,
Sriperumbudur,
Kancheepuram District.

.. Appellants

Vs.

M.Kaviarasu

.. Respondent

Prayer : Appeal filed under Clause 15 of the Letters Patent against the

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order of the learned Single Judge dated 12.02.2018 made in W.P.No.26213 of 2017.

For the Appellants : Mrs.R.Anitha
Spl. Government Pleader

For the Respondent : Mr.M.Balasubramanian

JUDGMENT

(Delivered by the Hon'ble Chief Justice)

Heard Mrs.R.Anitha, learned Special Government Pleader for the appellants and Mr.M.Balasubramanian, learned counsel for the respondent.

2. The appellant State assails the order passed by the learned Single Judge in W.P.No.26213 of 2017.

3. The respondent herein had filed the reference for enhancement of compensation granted to him pursuant to the award dated 30.06.2016. The reference was rejected on the



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ground that the present respondent had agreed to receive the compensation already determined. Aggrieved thereby, the present respondent had filed W.P.No.26213 of 2017. The same is allowed under the impugned judgment.

4. Learned Special Government Pleader submits that the respondent had agreed to receive the compensation amount determined. An agreement has been executed by the present respondent on 24.01.2017 and, subsequently, the amount is credited to his bank account. All these aspects clearly demonstrate that the compensation amount has been received by the respondent without any demur. Only after the withdrawal of the amount, the respondent has said that he is withdrawing the amount under protest. However, no such protest is recorded in the agreement or any other document. It was an error on the part of the learned Single Judge to observe that the signature was obtained on a blank document.

5. The agreement relied by the State is dated 24.01.2017,

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whereas the award is already passed on 30.06.2016. If the acquisition is by consent, then the agreement would precede the award and not the other way round. Here, the award is already passed on 30.6.2016 and, after lapse of seven months, the agreement is executed. The copy of the agreement is also placed on record. If the said agreement is perused, it is clear that on behalf of the appellants none has signed that agreement and on behalf of the first party as well as the other party, the present respondent signature appears. The learned Single Judge has also observed about the signature being obtained on Form-64, Acquittance as also the relevant disbursement register. The present respondent has received the amount under protest.

6. As the amount was determined under an award and the award was never consent award, a subsequent agreement would not negate the right of the present respondent, more particularly, after the learned Single Judge observed about the manner in which the agreement was executed.



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7. In the light of that, there is no merit in the appeal. The writ appeal is dismissed. There will be no order as to costs. Consequently, C.M.P.No.21405 of 2021 is closed.

(S.V.G., CJ.)

(D.B.C., J.)

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Index : Yes/No
Neutral Citation : Yes/No
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THE HON'BLE CHIEF JUSTICE
AND
D.BHARATHA CHAKRAVARTHY, J.

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