



W.P.No.33727 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 07.03.2024

CORAM :

THE HONOURABLE MR. JUSTICE S.S. SUNDAR

AND

THE HONOURABLE MR. JUSTICE N. SENTHILKUMAR

W.P.No.33727 of 2023

G.Supriya

... Petitioner

Vs.

- 1.The Commissioner,
Greater Chennai Corporation,
Rippon Building,
Chennai – 600 003.
- 2.The Zonal Engineer,
Greater Chennai Corporation,
Zone IX, Area 113,
No.1, 4th Cross Street, Lake View Road,
Nungambakkam,
Chennai – 600 034.
- 3.Assistant Executive Engineer,
Greater Chennai Corporation,
Zone IX, Area 113,
No.1, 4th Cross Street, Lake View Road,
Nungambakkam,
Chennai – 600 034.



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4. The Assistant Engineer,
Greater Chennai Corporation,
Zone IX, Area 113,
Valluvar Kottam High Road,
Nungambakkam,
Chennai – 600 034.

5. T.S. Ramaratnam

6. T.R. Anandhi

... Respondents

Prayer : Writ Petition filed under Article 226 of the Constitution of India for issuance of a Writ of Mandamus directing the respondents 1 to 3 to consider the representation of the petitioner dated 02.08.2022, 08.10.2022 and 11.09.2023 forthwith and take action and remove the unauthorized construction put up illegally on the terrace floor.

For Petitioner	:	Mr.D.Kanagasundaram
For R1 to R4	:	Mr.D.B.R.Prabhu Standing Counsel
For R5 and R6	:	Mr.R.Umasuthan



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ORDER

(Order of the Court was made by **S.S. SUNDAR, J.**)

This writ petition is filed for issuance of a Writ of Mandamus directing the respondents 1 to 4 to consider the representations dated 02.08.2022 and 08.10.2022 and 11.09.2023 forthwith and take action for removal of the unauthorised construction put up illegally on the terrace floor by the respondents 5 and 6.

2.Brief facts that are necessary for the disposal of this writ petition are as follows :

2.1.Originally, the entire property bearing Door Old No.14A, New No.27, Unnamalai Ammal Street, Thiyagaraya Nagar, Chennai, measuring about 1088 sq.ft., belonged to one Mr.S.Ranganathan, S/o. Mr.R.Srinivasa Iyengar. The said property was purchased by Mr.P.B.Ramanujam and Mrs.L.Andal from the said Mr.Ranganathan, by a sale deed dated 11.12.1981. Subsequently, Mr.P.B.Ramanjuam and Mrs.L.Andal, represented by their Power of Attorney Agent Mr.C.C.Reddy, entered into an



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agreement, dated 11.10.1982, which is crucial in this case.

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2.2.As per the agreement, Mr.P.B.Ramanujam and Mrs.L.Andal have specifically agreed to construct a building consisting of Ground Floor and First Floor. It was agreed that the Ground Floor will be constructed by Mrs.L.Andal and First Floor will be constructed by Mr.P.B.Ramanujam. It was further agreed that the Ground Floor will be the absolute property of Mrs.L.Andal and the First Floor will be the absolute property of Mr.P.B.Ramanujam. The parties have agreed to leave any open space in and around the construction which belong to both the parties. Even though it is stated that the open space, Sump and the Overhead Tank were common to both parties, the agreement does not specifically refer to any open space in the Second Floor. However, it was agreed that Mr.P.B.Ramanujam will have the right of construction on the entire Second Floor and if any construction is put up in the Second Floor, it will be the absolute property of the Mr.P.B.Ramanujam. The parties are specific with regard to their rights as regards the building after construction.



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3. After the agreement, it is admitted that Mr.P.B.Ramanujam has sold his property to the vendors of respondents 5 and 6 and the petitioner has purchased the right of Mrs.L.Andal. After specifically agreeing to leave the Second Floor to the other co-owner and acknowledging the absolute right of Mr.P.B.Ramanujam to put up any construction of his choice in the Second Floor which would be considered as the absolute property of Mr.P.B.Ramanujam, Mrs.L.Andal has sold the Ground Floor of the building to the petitioner. The petitioner as a successor-in-interest of Mrs.L.Andal is also bound by the terms of agreement and he has no right more than the right of her vendor. In that view of the matter, this Court is unable to countenance the objections of the petitioner to the construction put up by the respondents 5 and 6 on the Second Floor of the building. Since the petitioner is bound by the terms of agreement by which the petitioner's vendor had conferred certain rights on the other co-owner, this Court is of the view that the petitioner cannot raise any objection for the Second Floor being exclusively occupied by the construction put up by the vendor of the respondents 5 and 6. Though it is stated that the construction has been put



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up by the respondents 5 and 6 themselves, the petitioner cannot have a grievance, as he is estopped from raising any objection for construction being put up by the respondents 5 and 6, in view of the agreement the predecessor-in-interest of the petitioner had entered into on 11.10.1982. Both parties have no quarrel with regard to the terms of the agreement.

4.Having regard to the specific understanding between the parties at the time of entering into the agreement, this Court only records that the petitioner is estopped from objecting to the successors-in-interest of Mr.P.B.Ramanujam from enjoying the Second Floor by putting up construction. Even though it is open to the official respondents to take appropriate action for any unauthorized construction, there cannot be an objection for the construction in the Second Floor, by the petitioner. Therefore, this Court finds that the petitioner is estopped from making a representation which is quite contrary to the personal undertaking given by her predecessor-in-interest. In that view of the matter, this Court is unable to entertain this writ petition.



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5. Accordingly, this writ petition is dismissed. If the petitioner wants to enforce any right that may flow from the agreement entered into by her predecessor-in-interest, it is open to her to file a civil suit to enforce the same in the manner known to law. No costs.

(S.S.S.R., J.) (N.S., J.)
07.03.2024

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Internet : Yes

Index : Yes / No

Neutral Citation : Yes / No

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