



S.A. No. 785 of 2003

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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 08.09.2025

CORAM:

THE HONOURABLE MR.JUSTICE V.LAKSHMINARAYANAN

S.A. No. 785 of 2003

and

C.M.P. Nos. 7467 & 7468 of 2003

The Prototype Development and
Training Centre, a unit of National
Small Industries Corporation Ltd.,
A Government of India Enterprise,
situate at sector B-24, Industrial Estate,
Guindy, Chennai – 32. (now known as
NSIC Technical Services Centre)
Rep., by it General Manager

.. Appellant

Vs.

- 1.Divisional Engineer (Highways)
Tamil Nadu Urban Development,
Division-I, Madras – 15.
- 2.Commissioner and Secretary to
Government of Tamil Nadu,
Highways Department, Fort St. George,
Madras – 9.
- 3.Collector of Madras, 'Ezhilagal',
Madras – 5.



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4.The Chairman, Small Industries
Corporation Ltd., Government of
Tamil Nadu, Jawaharlal Nehru Salai,
Eakkattuthangal, Madras – 97.

5.T. Palani
6.Palaniammal
7.Meenakshi
8.Saroja
9.Vedachala Gramini
10.R. Balamurugan
11.R.Sekar
12.M.K.Ramachandran

.. Respondents

Second Appeal is filed under Section 100 of the Code of Civil Procedure, against the judgment and decree of the learned Judge, III Additional Fast Track Court, City Civil Court, Madras, dated 21.04.2003 and confirming the judgment and decree in O.S.No.9951 of 1996 on the file of the IV Judge, City Civil Court, Madras,,,,,,

For Appellant : Mr. Anirudh Narayanan
for Mr. T.V. Krishnamachari

For Respondents : Mr. B. Tamilnidhi, for R1 to R3
Additional Government Pleader
Ms. R. Divya, for R4
for Mr. B. Manoharan
Mr. K. Ramachandran, for R5 to R8
Mr. S.S. Mathivannan, for R10 & R11

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J U D G M E N T



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The present second appeal impugns the judgment and decree of III Additional Fast Track Court, City Civil Court, Chennai in A.S.No.109 of 2001 dated 21.04.2003, in confirming the judgment and decree in O.S.No.9951 of 1996 on the file of the IV Assistant City Civil Court at Chennai dated 20.09.2000.

2. The plaintiff is the appellant. The plaintiff presented the suit for the following reliefs:

a) For a declaration that the use of the land set apart as 120 feet road and the further open space of 30 feet reserved and set apart for future expansion of the 120 feet road morefully described in the B-Schedule hereunder, for any purpose other than the purpose for which it has been reserved and earmarked, is not legal and proper and not valid and binding upon the plaintiff;

b) For a declaration that any assignment of land set apart for 120 feet road and also 30 feet open space in front of the plaint A-Schedule property reserved for future expansion of the 120 feet road, which is morefully described in the schedule B hereunder by defendants 1 to 4 or any of them in favour of defendants 5 to 12 or to any or all of them



is not legal and proper and not valid and binding upon the plaintiff;

c) For a permanent injunction restraining the defendants 1 to 12 from in any way interfering with the open space set apart for the 120 feet road and the further open space of 30 feet development of the 120 feet road for any purpose other than the purpose for which it has been specifically reserved viz., 120 feet road and for expansion of the road;

d) For a permanent injunction restraining the defendants 1 to 12 or everyone or any one claiming under them and acting on their behalf from in any way putting up any further construction upon the land forming part of the 120 feet road and the further 30 feet open space reserved for future expansion of the 120 feet road, morefully described in the B-Schedule hereunder;

e) For a mandatory injunction directing defendants 1 to 12 or any one of them to remove the weigh-bridge that has been put up in the B-Schedule property 30 feet open space within the time to be fixed by the Hon'ble Court failing which to direct an officer of this Hon'ble Court to execute the same;

3. It is the case of the plaintiff that it purchased the A-Schedule



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mentioned property on 14.03.1977. Prior to the sale, A-Schedule mentioned property belonged to the Small Industries Development Corporation, namely, the 4th defendant. The Schedule to the property purchased by the plaintiff, reads as follows: -

On the South by 60 feet road;
On the North by vacant plot;
On the East by Teleprinters employee's colony;
and on the West by 120 feet road.

4. The disputed B-Schedule mentioned property is one that lies between the 120 feet road and A-Schedule mentioned property. The plaintiff pleaded that this B-Schedule mentioned property had been set apart for the purpose of expansion of the inner ring road. In order to demonstrate this, the plaintiff relied upon a letter written by the 1st defendant on 28.01.1992, marked as Ex.B7. The plaintiff urged that the B-Schedule mentioned property cannot be put to any other use other than for expansion of the inner ring road. The suit was taken on file by the Original Side of this Court. Summons were issued to the defendants. The defendants filed a written statement stating that the 4th defendant had



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alienated the A-Schedule mentioned property in favour of the plaintiff, but urged that no promise of maintaining the property solely for future expansion had even been held out. The 4th defendant had transferred the property in favour of the 1st defendant, who had later on assigned the property to defendants 5 to 12.

5. Before the trial Court, the plaintiff examined its Authorised representative as PW.1 and marked Exs.P1 to P19. The defendants on their turn, examined DW.1 to DW.3 and marked Exs.B1 to B37.

6. The learned trial Judge, after an appreciation of the oral and documentary evidence, came to a conclusion that the plaintiff has not made out the case for the reliefs sought for, but granted liberty to the plaintiff to lay an access road over the area set apart for it. Consequently, with the above reservation to the plaintiff, the suit came to be dismissed.

7. Feeling aggrieved by the same, the plaintiff preferred a regular appeal to the file of the III Additional Fast Track Court, City Civil Court, Chennai in A.S.No.109 of 2001. After hearing both sides, the first appellate Court confirmed the decree of the learned trial Judge in and by



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way of the judgment dated 21.04.2003.

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8. Aggrieved by the concurrent findings, the plaintiff preferred the present second appeal. This Appeal was admitted on 21.05.2003, on the following substantial questions of law:

“1) Whether the Courts below have properly appreciated the plea of estoppel in a manner known to law when there has been a clear representation that the B.Schedule property is set up for future expansion of 120 ft. road based on which the plaintiff has changed his position and purchased the plaintiff A Schedule property?

2) Whether the first defendant has got legal right to convey the B Schedule property to the defendants 5 to 12 and whether the purported assignment is in consonance with the provisions of Section 54 of the Transfer of Property Act read with Section 18 of the Indian Registration Act, 1908?”

9. I heard Mr. Anirudh Narayanan for Mr.T.V.Krishnamachari for the appellant, Mr. B. Tamilnidhi for the respondents 1 to 3 and Ms. R. Divya for B.Manoharan for the fourth respondent. There is no representation for the other respondents.

10. Learned counsel for the appellant invites my attention to Ex.B7



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and to the deposition of DW.1. Relying upon Ex.B7, he points out that inter se the defendants, there was a communication to the effect that the extent of land between the 120 feet road and the A-Schedule mentioned property purchased by the plaintiff had been kept vacant for widening of the inner ring road. He relies on the evidence of DW.1 to the effect that the defendants had also kept it vacant for the aforesaid purpose. Contrary to the said purpose, the 4th and the 1st defendants have alienated the properties to the private respondents. He states that the defendants are estopped from alienating the property in favour of the private respondents, when they had kept the land apart only for road expansion.

11. Per contra, Mr.Tamilnidhi and Ms.Divya point out that at no point of time, the defendants 1 to 4 ever held out to the plaintiff that the property would be retained by them in the same capacity, as received by the 4th defendant and by the 1st defendant after having it taken over from the 4th defendant. They point out that the judgments of the Courts below have worked equity in favour of the plaintiff and has granted an access from the 120 feet road to A-Schedule mentioned property and hence, the judgments of the Courts below need not be interfered with.



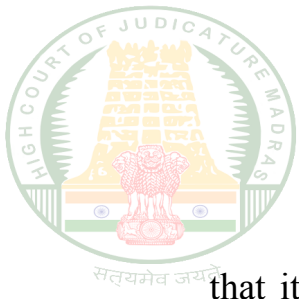
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12. I have carefully considered the submissions of the learned counsels for both sides and I have gone through the relevant records to which my attention have been invited to.

13. It is a fundamental principle of law that in order to invoke the principle of estoppel, it is the duty of the plaintiff to point out that an assurance had been given by the other party, and that he had acted upon such assurance. Apart from the schedule that is given to the sale deed dated 14.03.1977, Mr.Anirudh Narayanan is not in a position to point out any records whereby, the 4th defendant had assured the plaintiff that it would maintain the property as it stands till the 120 feet road is expanded. The foundation of promissory estoppel, on the basis of which Mr.Anirudh Narayanan urges the appeal to be allowed, requires such a promise. If there is no promise, then the case of the plaintiff vanishes faster than the dew drops on the sands of Sahara.

14. I have gone through the records and I do not find at any point of time, the 4th defendant or 1st defendant had ever assured the plaintiff



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that it will not develop the property to an extent of 22,285 square feet, which is the subject matter of B-Schedule mentioned property to the plaintiff. The 4th defendant is the owner of the property. The 4th defendant is entitled to utilise the property in a manner that it pleases. The 4th defendant has decided to alienate the property to the 1st defendant, who in turn, wanted to accommodate persons who had displaced and were rendered homeless. An owner, namely, the 4th or 1st defendant is entitled to use the property as they please without any interference from their earlier purchaser of a portion of the property. The restrictions would have arisen, had the 1st and 4th defendants held out a promise to the plaintiff. I have already pointed out that no such holding out has been proved in the case. If there is no holding out, there is no acting upon and if there is no acting upon, the question of promissory estoppel does not arise. In any event, the plaintiff would have to point out that on or before 14.03.1977, the 4th defendant had held out a promise. There is no evidence to that effect in this case.

15. That being the position, I do not find any reason to interfere with the judgments of the Courts below. The questions of law that have



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been raised by Mr.Anirudh Narayanan, do not arise for consideration in the present appeal.

16. The Second Appeal is dismissed with costs. The cost memo shall be filed within a period of one week. Consequently, connected miscellaneous petitions are closed.

08.09.2025

Index:Yes/No
Neutral Citation:Yes/No
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V. LAKSHMINARAYANAN,J.

AT

To

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