



WEB COPY



W.A.No.1671 of 2023

THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 23.09.2025

CORAM:

THE HONOURABLE MR.JUSTICE S.M.SUBRAMANIAM
AND
THE HONOURABLE MR.JUSTICE MOHAMMED SHAFFIQ

W.A.No. 1671 of 2023
and
C.M.P.No.14864 of 2023

1.The District Collector,
Kanchipuram District,
Kanchipuram.

2.The District Revenue Officer (LA),
SIPCOT Industrial Purposes (Oragadam Expansion Scheme),
Sriperumbadur (Near SRO Sriperumbadur)
Kanchipuram District.

3.The Special Tahsildar (L.A)
SIPCOT Industrial Purposes (Oragadam Expansion Scheme),
SIPCOT Unit-III, Sriperumbudur,
Kanchipuram District.

..Appellants

Vs.

S.Sundararaj

...Respondent

PRAYER: The Writ Appeal filed under Clause 15 of the Letters Patent praying to set aside the order dated 21.04.2022 made in W.P.No.14727 of 2014 and allow this Writ Appeal.



WEB COPY



W.A.No.1671 of 2023

For Appellants : Mr.A.Selvendran, Spl.G.P

For Respondent : Mr.N.R.Anantha Rama Krishnan

J U D G M E N T

(Order of the Court was made by S.M.SUBRAMANIAM, J.)

The writ order dated 21.04.2022 made in W.P.No.14727 of 2014 came to be challenged by the State, mainly on the ground that the respondent entered into an agreement deed with the competent Authority and by way of negotiation, the compensation had already been settled. The amount had also been received by the respondent/ erstwhile land owner.

2. The learned counsel for the respondent would oppose by stating that the copy of the agreement enclosed in the typed-set of papers filed along with the Writ Appeal appears to be doubtful, since the stamp papers does not contain the date, seal of the stamp vendor etc.,

3. The writ Court disposed of the Writ Petition mainly on the ground that the agreement entered into between the erstwhile land owner and the competent Authority has not been produced before the Court. In the absence of any such agreement, it would be necessary for the Land Acquisition Officer

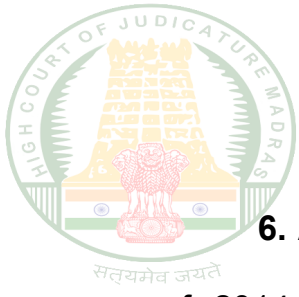


W.A.No.1671 of 2023

to refer the matter under Section 7(3) of the Tamil Nadu Acquisition of Land for Industrial Purposes Act, 1997. The writ Court proceeded on the premise that there is no agreement produced, hence, the contention of the Department cannot be accepted.

4. However, in the present appeal, the original copy of the agreement deed has been produced before this Court. On its perusal, it is found that the respondent had signed each page of the agreement Deed including Form F. It is not in dispute that the compensation amount had already been received by the respondent. Section 7(2) of the Act enumerates where the amount has been determined for acquired land, if settled by agreement between the Government and the interested parties, the same shall be paid in accordance with that agreement.

5. It is not in dispute that the compensation amount has already been settled in accordance with the agreement. The respondent cannot now turn around and claim any further compensation, which is impermissible. Therefore, this Court is of the considered view that the writ Court order deserves to be interfered.

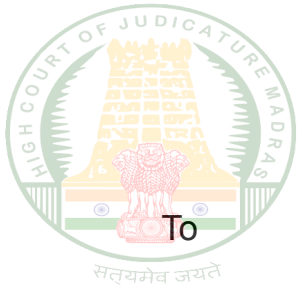


W.A.No.1671 of 2023

6. Accordingly, the writ order dated 21.04.2022 made in W.P.No.14727 of 2014 is set aside and the Writ Appeal stands **allowed**. No costs. Consequently, the connected miscellaneous petition is closed.

(S.M.S., J.) (M.S.Q., J.)
23.09.2025

dsa
Index :Yes/No
Neutral Citation :Yes/No
Speaking/Non-speaking order



W.A.No.1671 of 2023

1.The District Collector,
Kanchipuram District,
Kanchipuram.

2.The District Revenue Officer (LA),
SIPCOT Industrial Purposes (Oragadam Expansion Scheme),
Sriperumbudur (Near SRO Sriperumbudur)
Kanchipuram District.

3.The Special Tahsildar (L.A)
SIPCOT Industrial Purposes (Oragadam Expansion Scheme),
SIPCOT Unit-III, Sriperumbudur,
Kanchipuram District.



WEB COPY



W.A.No.1671 of 2023

S.M.SUBRAMANIAM, J.
and
MOHAMMED SHAFFIQ, J.

dsa

W.A.No. 1671 of 2023

23.09.2025