



W.A.(MD)No.1555 of 2021

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

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DATED : 21.04.2025

CORAM

**THE HONOURABLE MR.JUSTICE G.R.SWAMINATHAN
and
THE HONOURABLE MR.JUSTICE M.JOTHIRAMAN**

**W.A.(MD)No.1555 of 2021
and
C.M.P.(MD)No.6405 of 2021**

1.The Chairman,
Bharat Sanchar Nigam Limited (BSNL),
Bharat Sanchar Bhavan,
Harish Chandra Mathur Lane,
Janpath, New Delhi- 110 110.

2.The Divisional Engineer (Rural),
Bharat Sanchar Nigam Limited,
Rajapalayam - 626 117,
Virudhunagar District.

... Appellants

Vs.

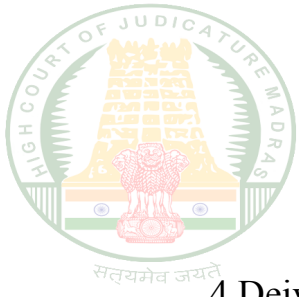
1.A.S.Marimuthu (Died)

2.The Ministry of Telecommunications,
Government of India,
No. 20, Sanchar Bhawan, Ashoka Road,
New Delhi - 110 001.

*(R2 is deleted vide order dated 09.04.2025 in
C.M.P.(MD)No.912 of 2022 in
W.A.(MD)No.1555 of 2021 by GRSJ & MJRJ)*

3.Palaniyammal

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4.Deivanai

5.Palaniguru

6.Akila

7.Muthumari

8.Sankaralingam

9.Rajapadmavathi

... Respondents

(R3 to R9 are impleaded vide order dated 25.03.2025 in C.M.P.(MD)No.8037 of 2021 in W.A.(MD)No.1555 of 2021 by GRSJ & MJRJ)

Prayer : Writ Appeal filed under Clause XV of Letters Patent, to allow the writ appeal by setting aside the order dated 23.06.2021 made in W.P.(MD)No.5485 of 2014 on the file of this Court.

For Appellants : Mr.D.Shanmugaraja Sethupathi

For Respondents : Mr.R.Balakrishnan for R3 to R9.

JUDGMENT

A.S.Marimuthu / writ petitioner wanted to donate 59 cents of land in Samusigapuram, Rajapalayam Taluk, Virudhunagar District to Bharat Sanchar Nigam Limited so that BSNL can put up a telephone exchange building in the said site and name the same after his father



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(Thiru.Sankaralingam). Since the norms governing BSNL transactions did not permit acceptance of such a gift, sale deed was executed by Marimuthu in favour of BSNL vide document dated 06.09.2001. The sale consideration was fixed at Rs.1. Even though two decades passed by, no telephone exchange was put up. That led to the filing of W.P.(MD)No.5485 of 2014 by Marimuthu. The writ petition was allowed vide order dated 23.06.2021 by the learned Single Judge in the following terms:-

“22. In view of the above discussion, this Court has absolutely no hesitation in coming to a conclusion that the contract entered into between the petitioner and BSNL by virtue of the sale deed dated 06.09.2001 is totally unfair, arbitrary and unreasonable. Therefore, this Court has a constitutional obligation to interfere with the same by exercising its jurisdiction under Article 226 of the Constitution of India.

23. In the result, there shall be a direction to the respondents to pay the market value of the property as it stood on the date of execution of the sale deed that is on 06.09.2001 along with interest at the rate of 9% per annum from 06.09.2001 till the date of the payment of the market value of the property to the petitioner or in the alternative, it is also open to the respondents to reconvey the property to the petitioner if there is no proposal to construct any telephone exchange in the property. In either



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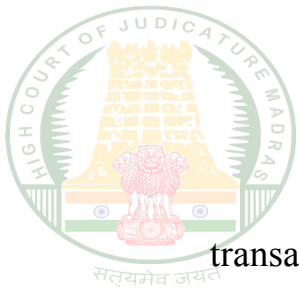
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case, the respondents are directed to comply with this direction within a period of eight weeks from the date of receipt of a copy of this order.”

Questioning the same, this writ appeal has been filed by BSNL.

2.The learned counsel for the appellants reiterated all the contentions set out in the memorandum of grounds of writ appeal. Relying on the decision of the Hon'ble Full Bench of the decision reported in **2011 (1) CTC 1 (M/s.Latif Estate Line India Limited Vs. Hadeeja Ammal)**, he contended that a concluded sale transaction cannot be rescinded unilaterally at the instance of one party. In the alternative, he added that as and when a telephone exchange building is constructed, the building will be named after Thiru.Sankaralingam.

3.We are not swayed by the submissions of the learned standing counsel for BSNL. This is for more than one reason. It is true that BSNL had taken a sale deed from Marimuthu. But as rightly observed by the learned Single Judge, a careful consideration of the all the surrounding circumstances would go to show that it was in effect a gift. A sale deed was formally executed only because the norms governing BSNL



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transactions did not permit acceptance of gift. In fact, the sale consideration of Rs.1/- was fixed only for nominal purpose. It is obvious that Marimuthu wanted to convey the land in favour BSNL so as to perpetuate his late father's memory. Since the purpose was not fulfilled, he was right in moving the Writ Court for re-conveyance. The learned Single Judge rightly issued the direction extracted *supra*.

4.On the last occasion, we called upon the learned standing to obtain written instruction from the Principal General Manager, BSNL, Madurai. The written instruction reads as under:-

“3.At present, there is no proposal to construct in Telephone Exchange Building in the above said land. In future, if Telephone Exchange Building is constructed on the land, the building will be named after the name of the owners, subject to the guidelines ruling raised by BSNLCO, New Delhi / GOI.”

5.From a reading of the above instructions, we are not able to come to any conclusion that BSNL is serious about effectuating the purpose for which the land was conveyed in favour of the appellants.



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6.At this stage, we record the submission made by the learned counsel for the respondent / writ petitioner that the writ petitioner is ready to put up a community hall at his own cost so that the people of the locality will be benefited. BSNL's terms of business may not permit such a course of action. We therefore direct the appellants to execute a deed of cancellation so that the conveyance of the petition mentioned land in favour of the appellants vide sale deed 06.09.2001 is set at naught. Thereupon, the legal heirs of the writ petitioner shall execute a gift deed in favour of the local body and we hope that a community hall would be constructed in the petition mentioned site for the benefit of the members of the locality within a period of twelve to eighteen months from the date of receipt of a copy of this judgment.

7.The writ appeal is dismissed with the aforesaid direction. No costs. Consequently, connected miscellaneous petition is closed.

(G.R.S. J.) & (M.J.R. J.)
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