



IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on: 10.02.2026

Pronounced on: 20.02.2026

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THE HONOURABLE MR.JUSTICE P.B.BALAJI

**CRP. Nos.5803 & 5804 of 2025
and CMP. Nos.28831 & 28834 of 2025**

The Project Director,
The Deputy General Manager (Tech),
NHAI, Guindy, Chennai.

Petitioner in both CRPs

Vs

1.P.Saraswathi
2.The Arbitrator and District Collector,
Tiruvallur District.
3.The Competent Authority,
The Special District Revenue Officer (L.A.),
N.H.205, Tiruvallur - 602 001.

Respondents in both CRPs

COMMON PRAYER: This Civil Revision Petition is filed under Section 115 of the CPC, to set aside the fair and decreetal order passed by the Hon'ble 1st Additional District and Session Court, Tiruvallur in E.A. No.1 of 2023 in E.P. No.2 of 2022 & E.P. No.4 of 2022 dated 21.03.2025.

For Petitioner : Mr.Su.Srinivasan, Standing Counsel and
Mr.V.Ashok Kumar in both CRPs

For Respondents : Mr.V.Raghavachari for
Mr.P.V.Ravichandran for R1
Mr.A.Anandan,
Government Advocate for R2 and R3
in both CRPs



COMMON ORDER

The Project Director, National Highways Authority of India, is the revision petitioner in these revision petitions. The revision petitioner challenges the dismissal of Section 47 Applications filed by the petitioner in Execution Proceedings laid by the first respondent/decree holder in these revision petitions.

2. I have heard Mr.Su.Srinivasan, learned Standing Counsel for Mr.V.Ashokkumar, learned counsel for the National Highways and Mr.V.Raghavachari, learned Senior Counsel for Mr.P.V.Ravichandran, learned counsel for the first respondent.

3.Mr.Su.Srinivasan, learned Standing Counsel would contend that the decree holder, after the award was passed, voluntarily approached the revision petitioner and expressed urgency for release of funds and was willing to give up the solatium of 30% and 10% and was happy to receive the balance compensation. The said proposal of the first respondent was taken up by the Authorities and after going through various administrative levels, a decision was taken by the petitioner to settle the claim of the decree holder herein and consequently, the amount was also paid in full satisfaction.

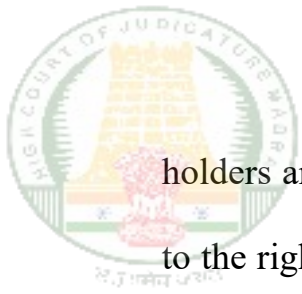


4. Mr.Su.Srinivasan, learned Standing Counsel would further state that after having received the entire agreed compensation amount, the first respondent, with ulterior motive, has filed the Execution Petitions, as if the amounts paid were only in part satisfaction and that the decree holder was entitled to 30% and 10% solatium. He would further state that when the factum of the payments having been made in full satisfaction was brought to the notice of the Executing Court, by taking out an Applications under Section 47 of CPC, the Executing Court has erroneously dismissed the Applications stating that the agreement reached between the decree holder and the petitioner was not valid and sufficient to satisfy the award passed in the Arbitration OP proceedings. Mr.Su.Srinivasan, learned counsel for the petitioner has relied on the decision of the Hon'ble Supreme Court in *The Government of Tamil Nadu, Rep. by its Secretary, Transport Department and Others Vs. P.R.Jaganathan and Others, etc.*, reported in 2025 INSC 1322, where the Hon'ble Supreme Court, after referring to various decisions, held that the High Court cannot re-write an agreement arrived at between the parties and when the land owners have acquiesced to the action of the Government, by accepting compensation under an agreement, then the land owners were not justified in making out a grievance at a belated stage. The learned counsel would therefore pray for the revisions being allowed.



5. Per contra, Mr.V.Raghavachari, learned Senior Counsel appearing for the first respondent, would state that the decree holder has been repeatedly knocking at the doors of the Authorities for release of compensation amount and taking advantage of the urgent requirement of funds shown by the decree holder, the petitioners have taken advantage of the same and had informed the decree holder that if she is willing to give up the solatium of 30% and 10%, then it was possible for the petitioner to release the balance compensation. He would therefore state that the respondents have taken advantage of the illiteracy of the decree holder who is not even aware of the various documents that she has executed.

6. The learned Senior Counsel would further state that solatium is a statutory compensation provided for the land owners and it cannot be taken away by a private contract between the parties. He would further state that similarly placed land owners have been given the benefit of additional solatium of 30% and 10% and the first respondent/decreed holder alone cannot be left out and not provided the additional compensation to which she is legitimately, otherwise entitled to. The learned Senior Counsel has relied on the decision of the Hon'ble Supreme Court in *Lakshmi Narayanan Vs. S.S.Pandian*, reported in *LAWS (SC)-2000-9-176*, where the Hon'ble Supreme Court referring to Order XXI, Rule 2 CPC, held that though it was open to the parties, viz., decreed



holders and judgment debtor to enter into a contract or compromise with regard to the rights and obligations under the decree, such contract or compromise, has to be recorded by the Court under Rule 2 of Order XXI and any un-certified payment or adjustment which is not recorded by the Court under Order XXI, Rule 2 cannot be recognised by the Executing Court. In *Union of India and another Vs. Tarsem Singh and others*, reported in 2025 INSC 146, the Hon'ble Supreme Court held that the land owners were entitled to solatium and interest.

7. I have carefully considered the submissions advanced by the learned Standing Counsel for the petitioner and learned Senior Counsel for the respondents.

8. In order to adjudicate the issues that arise for consideration, it would be relevant to refer to some of the communications that have been exchanged between the parties and also to the agreements that have also been entered into, touching the subject matter. Before advertng to the same, for completion of facts, it is seen that an award was passed on 05.11.2012, fixing the land value of Rs.50/- per sq.ft. The learned Arbitrator, allowed the claim of the land owners and passed an award on 30.07.2015, enhancing the compensation to Rs.409/- per sq.ft. It is at this juncture, that the parties have engaged themselves in exchange of communication. The first respondent has addressed a letter on



12.11.2019, expressing her willingness to waive 30% and 10% solatium, so that the balance compensation amount would be paid.

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9. On going through the said letter dated 12.11.2019, I find that it is in the form of an affidavit signed by the first respondent before a Notary Public. In the said affidavit, the first respondent has stated that she has been put on notice that the issue of solatium is pending before the Hon'ble Supreme Court and as the respondent is a cancer patient and she is also aged, she is not in a position to litigate further and therefore, she was willing to waive 30% and 10% solatium voluntarily, without any pressure or coercion from any person whomsoever. She has also undertaken that if her offer is accepted, neither she nor her legal heirs would re-open the issue and seek for enhancement in future. She has also categorically stated that the offer is binding on her and her legal heirs. The said request of the first respondent has been taken up in right earnest and communications have been addressed by the Project Director to the Regional Officer of the National Highways. The Regional Officer, in turn, directed the Project Director to seek legal opinion of the Additional Solicitor General Office. The Solicitor General has also given legal opinion and advised the parties to enter into an agreement before settling the claim.



10. In pursuance thereof, the parties have also entered into a Tripartite Agreement on 14.02.2020. Even after the execution of the Tripartite Agreement, on 05.05.2020, the first respondent has written to the petitioner, stating that she is in urgent need of funds and that on 12.11.2019, she has already agreed to waive the solatium of 30% and 10% and has sought for early settlement. Therefore, it is clear that even as late as May 2020, the first respondent has reiterated her voluntary act of waiving and foregoing the solatium of 30% and 10%. Even at that stage, it is not the case of the first respondent that, her consent was brought about by suppression of fact or coercion and undue influence. Without even referring to the payments having been received by her and after remaining silent for over a year, the first respondent has proceeded to file the Execution Petitions as if the amounts paid were in part satisfaction. Even in the Execution Petitions, there is absolutely no whisper with regard to the request of the decree holder for waiving and foregoing solatium of 30% and 10% and the subsequent agreements entered into between the decree holder and the judgment debtor.

11. It was rightly brought to the notice of the Executing Court by the petitioner by taking out Section 47 applications. However, the Executing Court has proceeded to dismiss the Section 47 application only on the ground that the payments made to the decree holder cannot be recognised by the Court, as



mandated under Order XXI CPC and therefore, it is not open to the revision petitioner to contest the award amount. On the date of the compromise entered

into between the parties, there was no Execution Petition pending admittedly.

Therefore, there was no forum for the parties to record the compromise reached between themselves. I can understand if the settlement was reached pending legal proceedings and in such event, it would have been open to either of the parties to bring the settlement to the notice of the Court and seek for termination of proceedings. Therefore, when there was no Execution Petitions pending and the request for early settlement agreeing to forego solatium of 30% and 10% emanated voluntarily from the first respondent/decreed holder and the said offer has also been accepted and acted upon, it was not proper for the first respondent/decreed holder to file an Execution Petitions, that too, after a lapse of one year after having received the entire agreed compensation amount.

12. The first respondent was clearly estopped from making any further claims, after having voluntarily foregone and given up the solatium of 30% and 10%. It was never the case of the first respondent that she was illiterate or that she never knew what document she was executing. The representation as already discussed dated 05.05.2020 also reiterates her offer for waiving the solatium of 30% and 10% and therefore, once the offer has been accepted and the first respondent has received the balance compensation in full settlement



and satisfaction, the Execution Petitions, thereafter, that too, after remaining quite for one year are certainly not maintainable.

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13. The Hon'ble Supreme Court in the *Government of Tamil Nadu's* case (referred herein supra), has dealt with a similar issue which arose under the land acquisition of law viz., Tamil Nadu Land Acquisition of Land for Industrial Purposes Act, 1997 and held that when a party voluntarily enters into a concluded contract, it was not open to seek further relief. The ratio laid down by the Hon'ble Supreme Court would squarely apply to facts of the present case. In fact as rightly, pointed out by Mr.Su.Srinivasan, learned Standing Counsel for the first time, the respondents have made a feeble plea in the counter affidavit to the Section 47 Applications alone, that she is illiterate and she was not aware of the contents of the documents that were signed by her. Such stand taken by the first respondent/decreed holder is clearly an afterthought and can never be countenanced.

14. With regard to the decisions that have been relied on by the learned Senior Counsel, Mr.V.Raghavachari, no doubt the Hon'ble Supreme Court has held in *Lakshmi Narayanan's* case (referred herein supra), that the order XXI mandates recording of any compromise, by the Court. However, on facts, I find that based on a memo of compromise, the Execution Petition has been



dismissed as not pressed. However, after the period agreed in the compromise lapsed and on default, fresh Execution Petition was filed for execution of the delivery for recovery of possession of the immovable property. Pending the Execution Petition, it was contended that the parties has compromised the matter. However, the Hon'ble Supreme Court, on facts, found that the compromise did not extinguish the decree and it had merely postponed the execution of the decree. In such circumstances, I do not see how this decision will apply to the facts of the present case.

15. Insofar as *Union of India's* case (referred herein supra), the Hon'ble Supreme Court settled the divergent views that emanated from various High Courts and held that land owners were entitled to solatium of 30% and 10%. There is no difficulty with regard to the ratio laid down in the said case. However, applying the same to the facts of the present case, cannot be as a matter of right, since at the time when the respondent/decree holder made an offer for settlement, the matter was very much pending before the Hon'ble Supreme Court and that there was a likelihood that the petitioner could have even succeeded and their liability to pay the solatium could have been set aside. In such circumstances, when the land owner had approached and given an offer go waive the solatium of 30% and 10% voluntarily, without waiting for the final decision of the Hon'ble Supreme Court and the said offer has been accepted and



acted upon as well, the decision is of no avail to the first respondent/decreed holder.

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16. For all the above reasons, the first respondent/decreed holder was not justified in filing the Execution Petitions after having received the agreed compensation amount, after foregoing solatium of 30% and 10%. The Executing Court has clearly erred in dismissing the Section 47 Applications. As the decrees were clearly inexecutable, the Section 47 Applications are allowed and the Execution Petitions filed by the first respondent respectively, are dismissed.

17. In fine, these Civil Revision Petitions are allowed. Consequently, connected Miscellaneous Petitions are closed. No costs.

20.02.2026

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Neutral Citation Case : Yes
Internet: Yes
Index : Yes

To:
The 1st Additional District and Session Court, Tiruvallur.



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P.B.BALAJI, J.,

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Pre-delivery order in
CRP. Nos.5803 & 5804 of 2025
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