



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 27.02.2025

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THE HONOURABLE MR.JUSTICE N. ANAND VENKATESH

W.P.No.30896 of 2024

M/s.RK Dhayu Real Estates LLP,
Represented by its Partner,
R.Krishnamurthy
69, Karumarampalayam,
Uthukuli Main Raod, Tiruppur – 641 607.

... Petitioner

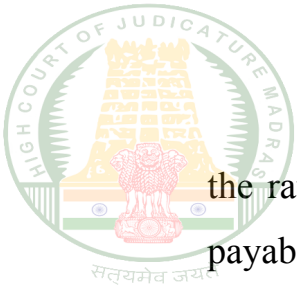
Vs.

1. The Special District Revenue Officer,
Land Acquisitions Department,
Vellore District, Vellore – 632 009.

2. Office of the Deputy Tahsildar,
Land Acquisition Department,
Vellore District, Vellore – 632 009.

... Respondents

Prayer: Writ Petition filed under Article 226 of the Constitution of India, to issue a writ of certiorarified mandamus, calling for the records of the second respondent culminated in the impugned order dated 01.08.2024 made in the Tha.Va.Aa.Na.Ka. /18/ 2022 and quash the same and consequentially direct the first respondent to pay the compensation amount ascertained at Rs.3,52,35,674/- (Rupees Three Crores, Fifty Two Lakhs, Thirty Five Thousand, Six Hunder and Seventy Four) to the petitioner herein in lie of the acquisition of the Scheduled Mentioned Property along with interest at



the rate of 15% p.a. From the date the said compensation amount became payable till date and pass such further or other orders as this Hon'ble Court may deem fit and proper.

For Petitioner : Mr.P.V.Balasubramaniam,
Senior Counsel

For Respondent : Mr.P.Sathish,
Additional Government Pleader

ORDER

This writ petition has been filed challenging the impugned proceedings of the second respondent dated 01.08.2024 and for a consequential direction to the first respondent to pay the total compensation amount ascertained at Rs.3,52,35,674/- to the petitioner along with interest.

2. The case of the petitioner is that the subject property belonged to M/s.Sahara City Homes. The total extent of the property is 69.5025 acres. The Sahara group owes money to various investors and hence the case is pending before the Hon'ble Supreme Court wherein the properties belonging to M/s.Sahara is being permitted to be sold and the sale consideration is directed to be deposited in a special account created for this purpose. Accordingly, the property was sold in favour of the petitioner after



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getting concurrence from the Supreme Court by means of five sale deeds on 06.01.2023. The petitioner had deposited a sum of nearly 45 crores in the special account. The compliance affidavit was also filed in this regard by Sahara Group before the Apex Court.

3. Out of total 69.5025 acres, 2.5437 acres was the subject of acquisition by the Tamil Nadu State Highways Department. Therefore, even though the petitioner paid the consideration for the entire extent of 69.5025 acres, the petitioner will be entitled to take possession of a reduced extent due to the acquisition of 2.5437 acres. In view of the same, the petitioner was permitted to receive the compensation that was fixed towards the acquisition of the lands. Such a clause was infact incorporated even in the sale deed that was executed in favour of the petitioner.

4. The petitioner made a representation in this regard and the Special Tahsildar through proceedings dated 26.03.2024 informed the petitioner as follows:-

“3. இது தொடர்பாக அலுவலகத்தில் உள்ள ஆவணங்களை பரிசீலனை செய்யப்பட்டதில் பார்வை 1-ல் காணும் வேலுார்



தனிமாவட்ட வருவாய் அலுவலர், (நிலைநடுப்பு மற்றும் மேலாண்மை) அவர்களின் தீர்ப்பாணையில் சகாரா குடும்புக்கு சொந்தமான நிலைநடுப்பு செய்யப்பட்ட புலங்களில் நிலைநடுப்பு பரப்பிற்குண்டான இழப்பீடு தொகையினை உரிய ஆவணங்கள் சமர்ப்பிக்கும் நிறுவனத்திற்கு வழங்க உத்தரவிடப்பட்டுள்ளது. எனவே இவ்வினத்தில் ஆவணங்கள் சமர்ப்பிக்கும் நிறுவனத்திற்கு இழப்பீடு தொகை வழங்க இயலும். மேலும் மனுதாரர் கிரையம் பெற்றுள்ள பரப்பானது சகாரா நிறுவனத்திற்கு சொந்தமான நிலத்தில் அரசால் நிலைநடுப்பு செய்யப்படும் பகுதி போக மீதம் உள்ள பகுதியில் மட்டுமே கிரையம் செய்யப்பட்டுள்ளது. நிலைநடுப்பு பரப்பினை கிரையம் போக மீதம் உள்ள பகுதியில் மட்டுமே கிரையம் செய்யப்பட்டுள்ளது. நிலைநடுப்பு பரப்பினை கிரையம் ஏதும் செய்யப்படவில்லை. இந்நிலையில் நிலைநடுப்பு பரப்பிற்குண்டான இழப்பீடு தொகையினை தங்களுக்கு வழங்க இயலாது என இதன் மூலம் தெரிவிக்கப்படுகிறது.”

5. Pursuant to the above, the representative of the Sahara Group through communication dated 07.07.2024 informed the Special Land Acquisition Officer that the petitioner can receive the compensation amount payable with respect to the subject property that was acquired by the Highways Department. For proper appreciation, the relevant portions are



WEB COPY

W.P.No.30896 of 2



extracted hereunder:-

*“The Subject Property originally belonged to the partnership firm - M/s Sahara City Homes, Vellore. As the partnership firm is part of the Sahara Group, the alienation of the Subject Property is to be conducted in compliance with the orders and directions of the Hon'ble Supreme Court of India. Accordingly, we received the entire sale consideration for the Subject Property from **M/s RK DHAYU REAL ESTATES LLP**, a limited liability partnership with **LLP Identification Number AAM-8436** and **PAN AAZFR0559C**, and registered office at 69, KarumaramPalayam, Uthukuli Main Road, Tirupur-641607, Coimbatore, Tamil Nadu and deposited the same into the designated SEBI-Sahara Refund Account as mandated by the Hon'ble Supreme Court. In consideration of receipt of the entire sale consideration, vide the registered sale deeds referenced in the schedule, we assinged all our rights including our right to claim compensation in respect of the Subject Property in favour of M/s RK Dhayu Real Estates LLP.*

We hereby confirm that M/s RK Dhayu Real Estates



WEB COPY

W.P.No.30896 of 2



LLP is legally entitled to receive the compensation payable with respect to the Subject Property as we have assigned in its favour our right to claim compensation regarding the Subject Property. Further, vide this letter, we hereby affirm that we no objection to receipt of the compensation by the said M/s RK Dhayu Real Estates LLP and undertake not to file any claim for the compensation by ourselves concerning the Subject Property. Additionally, we hereby undertake to indemnify and protect you from any losses or damages arising from the disbursement of the compensation to M/s RK Dhayu Real Estates LLP relating to the Subject Property.”

6. In spite of the above authorization given by the representative of the Sahara company, the impugned proceedings came to be issued by the second respondent dated 01.08.2024 refusing to pay the compensation to the petitioner. Aggrieved by the same, the present writ petition has been filed before this court.

7. The first respondent has filed a counter-affidavit. The stand



WEB COPY

W.P.No.30896 of 2



taken by the first respondent is extracted hereunder:-

9) *I submit that at this stage the writ petitioner who is not an awardee in the said land acquisition proceedings, presented a representation dated 10.02.2024 to the Special District Revenue Officer (L.A. and M) Vellore on 12.02.2024 stating that R.K.Dhayu Real Estates LLP has purchased 2.28 acres of the said acquired land in S.No.391/1, 399/4, 397/1, 414/1, 399/2B, 414/3, 435/1D, 435/1F, 416/2, 435/7B, 435/2A, 435/3E, 406/3, 406/7, 406/2, 417/1A and 417/1B from M/s.Sahara City homes, Vellore vide sale deeds bearing Nos.233 to 235 dated 06.01.2023 and requested compensation in their favour.*

10) *I submit that the above lands are not in the name of R.K.Dhayu Real Estate LLP in Revenue computer Chitta. They stand in Joint Patta Nos.81, 353, 1547 and 1926 of Brammapuram Village in the names of*
i) Chaalaka Development & Reality (P) Ltd.,
ii) Saravi Reality & Dev (P) Ltd.,
iii) Sirau Estate & Dev (P) Ltd.,
iv) Sairus Estate Reality (P) Ltd.,



WEB COPY

W.P.No.30896 of 2



- v) *Dharmarar Dev & Reality (P) Ltd.*,
- vi) *Dhanagai Estate & Reality (P) Ltd.*,
- vii) *Devaputra Estate & Investment (P) Ltd.*,
- viii) *Helari City Homes Reality (P) Ltd.*,
- ix) *Deepisha Reality & leasing (P) Ltd.*,
- x) *Dhathatharayo Estate & Reality (P) Ltd.*,

8. Heard Mr.P.V.Balasubramaniam, learned Senior Counsel and Mr.P.Sathish, learned Additional Government Pleader appearing for the respondents.

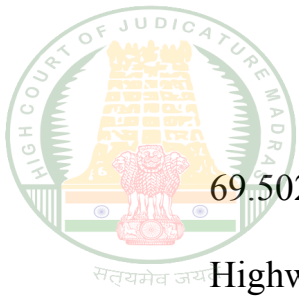
9. The respondents are apprehensive in handing over the compensation amount to the petitioner since they are not the owners of the property at the time of the acquisition and that it involves the Sahara Group which owes money to various investors across India and a case is also pending before the Apex Court in this regard. Therefore, the respondents fear that if the compensation amount is paid to the petitioner, they will get into problems in future considering the fact that the Apex Court is monitoring the case. It was further noticed that the subject properties were



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conveyed by nearly 10 entities and a joint patta stood in their name. Hence, the respondents did not want to take a chance by handing over the entire compensation to the petitioner and they were inclined to refer the matter to the concerned authority/ court to deal with the apportionment of the compensation.

10. This court on carefully considering the submissions made on either side and also carefully perusing the materials available on record, is able to clearly ascertain that the entire sale had taken place under the direct monitoring of the Apex Court. The same is apparent from the compliance affidavit that has been filed before the Apex Court wherein the sale that was made in favour of the petitioner has been stated and it also states about the entire consideration amount being deposited in the special account. Thus, there is no difficulty in coming to the conclusion that the sale in favour of the petitioner had taken place in a proper manner by properly intimating the same before the Apex Court. The entire sale consideration of nearly 45 crores has gone into the special account and it covered the entire extent of property that was purchased by the petitioner to the tune of 69.5025 acres. If that is so, the petitioner will not be able to enjoy nearly 2.5437 acres out of



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69.5025 acres since that extent of property has already been acquired by the Highways Department. Therefore, the only manner in which the petitioner can be compensated is by permitting the petitioner to receive the compensation amount that was fixed by the Highways Department.

11. In this regard, the representative of the company, who was the one who represented the company even when the sale deed was executed, has made a communication dated 07.07.2024 and the relevant portions have already been extracted supra. It is clear from the same that no objection has been given in order to enable the petitioner to receive the entire compensation amount. Thus, handing over of the entire compensation amount to the petitioner will not cause any hardship to the respondents in terms of facing any court proceedings in future. The respondents do not want to get into any problems and if at all, any issue arises in future, they do not want to get embroiled in court proceedings.

12. The vendor viz., Sahara Group has given the No Objection and even in the sale deed, a specific clause has been incorporated to enable the petitioner to receive the compensation amount and the entire transaction



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has been reflected in the compliance affidavit filed before the Supreme Court. Therefore, there will be no bar in handing over the entire compensation amount to the petitioner. It is also made clear that if in the event of any dispute in future, the respondents will not be made responsible for the same and it will be handled by the petitioner.

13. In the result, this writ petition is allowed and the respondents are directed to hand over the entire compensation amount to the petitioner within a period of six weeks from the date of receipt of a copy of this order. The learned Senior Counsel appearing on behalf of the petitioner also filed a memo by mentioning the bank account to which the compensation has to be credited. These particulars can be given by the petitioner to the first respondent and the first respondent shall credit the compensation amount in the said account. No costs.

27.02.2025

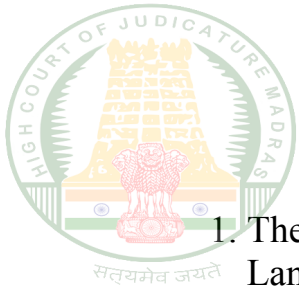
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Index : Yes / No

Speaking order / Non-speaking order

Neutral Citation : Yes / No

To



W.P.No.30896 of 2



WEB COPY

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Land Acquisitions Department,
Vellore District, Vellore – 632 009.

2. Office of the Deputy Tahsildar,
Land Acquisition Department,
Vellore District, Vellore – 632 009.



WEB COPY

W.P.No.30896 of 2



N. ANAND VENKATESH, J.

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W.P.No.30896 of 2024

27.02.2025