

**IN THE COURT OF ADDL.DISTRICT JUDGE-II (SPECIAL)
KOTTAYAM**

Present : Sri. Subash.S,
Addl. District Judge-II (Special),Kottayam.

Tuesday, the 7th day of April, 2026.
17th day of Chaitra, 1948

O.P No.20/2024

Petitioner:-

Kathreena Chacko, aged 70 years,
W/o Chacko, Koonath House, Njeezhoor P O,
Kottayam District, Pin-686612

By Adv. Jacob E. Simon, Adv. Shiby Alex and
Adv. Arathy P

Respondents:-

1. Power Grid Corporation of India Ltd,
400 KV substation, Pallikkara, Kunnathukaad Village,
Kumarapuram P O., Ernakulam District, Pin- 683565,
rep. by its authorized officer.
2. Kerala State Electricity Board Ltd,
Vydyuthi Bhavanam, Pattom, Thiruvananthapuram,
Pin-695004.
3. Special Tahsildar (LA), Power Grid, Chavittuvaru,
S H Mount P O, Kottayam, Pin-686006

R1 By Adv. Sunny George Chathukulam &
Adv. Satheesh P.S

R2 By Adv. Deepthy S. Nath

R3 By Addl. Govt. Pleader Cyril Thomas

This petition having been finally heard on 04.03.2026 and
the court on 07.04.2026 passed the following :-

AWARD

This is a petition filed under Section 16 (3) of the Indian Telegraph Act for the enhancement of compensation.

2. The petitioner's case in brief is as follows: Petitioner is the absolute owner of 35.30 ares of property in resurvey No. 413/1 of Njeezhoor Village. To draw the Edamon - Kochi 400 KV electric line across the petitioner's property, the 1st respondent cut down various highly yielding trees in the said property. But the 1st respondent paid only a meagre amount as compensation. According to the petitioner, the compensation awarded by the 1st respondent was inadequate. By drawing the above-said line, the value of the said property has been diminished, and no sufficient compensation was given for the diminution of land value. In the circumstances, the petitioner preferred this petition for the enhancement of compensation.

3. The 1st respondent entered appearance and filed objection contending as follows: The petition for additional compensation is not maintainable either in law or on the facts. For the purpose of drawing 400 KV electric line as part of the construction of the Edamon - Kochi 400 KV line, the

respondents have cut and removed trees standing in the property of the petitioner after observing all the necessary formalities. The 1st respondent has paid full compensation for the trees and crops cut down from the petitioner's property. Adequate compensation for the corridor area and displacement allowance for curtailing the rights of property adjacent to the land where the electric line was drawn was also given to the petitioner. The compensation was calculated under the formula is Gross Yield Constant Factor. Net Return Yield x future age equals average return value x present worth equals compensation for yield. Hence the compensation fixed for the petitioner is correct and adequate. The valuation statement contains the number of trees cut/damaged, names of trees, its age, height, growth, yield, market value of yield and total compensation. Further, the 1st respondent has paid ₹49,129/- as per the DVS dated 15.10.2020, ₹1,31,376/- as per the DVS dated 02.11.2017, ₹8,83,520/- as per the DVS dated 28.09.2018 and ₹20,000/- as per the DVS dated 26.09.2019 towards the trees cut and removed from the petitioner's property. An amount of ₹6,15,143/- was also assessed to the

petitioner towards corridor compensation for an affected area of 09.58 ares of dry land. The compensation claimed by the petitioner is exorbitant and exaggerated, and the 1st respondent is not liable to pay the same. The revenue officials have valued and assessed the compensation based on scientific data provided by the State Government. The 1st respondent has paid compensation to the petitioner based on the Package Compensation announced by the State Government, and hence petitioner is not entitled to get any additional compensation as claimed in the petition.

4. On the side of the petitioner, Exts.A1 to A4 were marked. On the side of the respondents, Exts.B1 to B5 were marked. The commission report and plan were marked as Exts.C1 and C1(a).

5. The learned Counsels appearing for the petitioner and the respondents were heard.

6. The issues that arise for consideration are:

1. Is the petitioner entitled to get enhanced compensation for yielding trees?
2. Is the petitioner entitled to get enhanced compensation for nonyielding trees?

3. Is the petitioner entitled to get enhanced compensation for the diminution of land value?
4. Reliefs and costs?

7. **Issue Nos. 1 and 2**:- To establish the case of the petitioner, Exts.A1 to A4 were marked. Ext.A1 is the copy of detailed valuation statement. Ext.B1 is the copy of notice dated 14.03.2018. As per Exts.A1 and B1 documents, the following trees were cut and removed from the petitioner's property.

Rubber	27 Nos.
Rubber>6	10 Nos.
Pepper	165 Nos.
Coconut	6 Nos.
Coffee	154 Nos.
Cashew	1 No.
Cashew (N.Y.)	2 Nos.
Arecanut	11 Nos.
Arecanut<4	5 Nos.
Jackfruit	10 Nos.
Jackfruit (N.Y.)	5 Nos.
Kudampuli	2 Nos.
Kudampuli (N.Y.)	1 No.
Champa	3 Nos.

Champa (N.Y.)	1 No.
Mango	3 Nos.
Aatha	1 No.
Drumstick	3 Nos.
Teak	29 Nos.
Anjili	27 Nos.
Mahagoni	29 Nos.
Perumaram	13 Nos.
Jungle tree	1 No.
Karuvappatta	1 No.
Chundapana	4 Nos.
Pana	1 No.
Konna	5 Nos.
Guava	2 Nos.
Veppu	1 No.
Narakam	1 No.
Maruth	1 No.

8. Coming to the compensation awarded for yielding trees, it is useful to refer to the judgments of the Hon'ble Apex Court in Shaik Imambi v. Special Deputy Collector (LA), Telungu Ganga Project [2011 (11) SCC 639]. In the said case the Hon'ble Apex Court adopted a 10-year multiplier for determining compensation for yielding trees. So, as held by the Hon'ble Apex Court in the said case, it would be just and

reasonable to adopt a multiplier of 10 for determining compensation for yielding trees.

9. Coming to the compensation awarded for rubber trees, to draw electric line, the 1st respondent cut down 37 rubber trees. As per Ext.A1, 27 trees were yielding, and 10 were aged 6 years and nonyielding. The 1st respondent fixed compensation for the yielding trees as ₹87,543.14 and ₹34,500/- for nonyielding rubber trees. With respect to the non-yielding rubber trees, the learned counsel for the petitioner argued that if the said trees were not cut down, they would become yielding trees after 2 to 3 years, and hence the petitioner is entitled to compensation by considering the expected yield of the said trees. In support of his contention, he relied on the judgment of the Hon'ble Apex Court in *Sarangapani. R (dead) through LRs. V the Special Tahsildar, Karur - Dindigul Broadguage Line* (2011 KHC 4880). In the said case the Hon'ble Apex Court observed as follows:

“Adverting to the arguments of the learned senior counsel on the issue of fixing market value of the trees, we find that while the Reference Court had relied upon reports dated 7.11.1992 and 20.11.1992

of Shri P. Nagarajan, Agricultural Development Officer and the Court Commissioner for the purpose of recording a finding that as on the date of notification under S.4(1) of the Act, the age of the trees could be 8 to 9 years and in due course even the flowering trees would become fruit bearing trees and yield income for next 60 to 70 years. The High Court totally ignored the two reports and fixed market value of young trees by treating the same as timber. Learned senior counsel for the respondent could not put forward any tangible argument as to why the report of an expert should not be relied upon for the purpose of fixing value of the trees with reference to their expected yield. Therefore, we are convinced that the High Court committed an error by upsetting the view taken by the Reference Court on the issue of market value of the trees.”

10. In the present case, as per Ext.A1 detailed valuation statement, as on the date of cutting, the non-yielding rubber trees were aged 6 years and if those trees were not cut down, after 2 to 3 years they would become yielding trees and yield income for many years. Therefore, the petitioners are entitled to compensation for the said 10 rubber trees as well, with reference to their expected yield.

11. In *Sudevan v. KSEB (CRP No. 451/2012 decided on 16.09.2015)*, the Hon'ble High Court, after deducting expenditure towards maintenance, upkeep, and tapping expenses, fixed the annual yield from a rubber tree as 15 kg. In the present case also after deducting the expenditure towards maintenance, upkeep, and tapping expenses, 15 kg. can be taken as the annual yield from each rubber tree. In the case of nonyielding rubber trees, 15 kg can be taken as the annual expected future yield. Ext.A1 would show that the 1st respondent took ₹115.3/- as the price of 1 kg of rubber for 27 rubber trees. Hence, ₹115.3/- as fixed by the 1st respondent as per Ext.A1 can be taken as the price of 1 kg of rubber. So, by applying the multiplier 10, compensation payable for 37 rubber trees would come to ₹6,39,915/- (37x115.3x15x10). Compensation already given for rubber trees is ₹1,22,043.14. So, the enhanced compensation payable is:

$$\mathbf{₹6,39,915 - ₹1,22,043.14 = ₹5,17,871.86}$$

12. Ext.A1 would show that 165 yielding pepper vines were cut down from the petitioner's property. As per Ext.A1, the 1st respondent fixed the price for 1 kg of pepper as ₹358.9,

and an amount of ₹73,336.19 was awarded as compensation. The petitioner contended that the compensation awarded by the 1st respondent was inadequate, and therefore, she is entitled to receive enhanced compensation for pepper vines. Considering the age of pepper vines, it would be just and reasonable to fix 5 kg of pepper as the annual yield from one vine after deducting the expenses for maintenance and upkeep of the said plant. The petitioner has not produced any document to establish the price of 1 kg of pepper during 2018-2019. Ext.A1 would show that the 1st respondent fixed ₹358.9 as the price of 1 kg of pepper. Hence, ₹358.9/- as fixed by the 1st respondent as per Ext.A1 can be taken as the price of 1 kg of pepper. Accordingly, by applying the multiplier 10, compensation payable for 165 pepper vines would come to ₹29,60,925/- (165x5x358.9x10). Compensation already given for the said pepper vines is ₹73,336.19. The enhanced compensation payable is:

$$\mathbf{₹29,60,925 - ₹73,336.19 = ₹28,87,588.81}$$

13. Coming to the compensation awarded for coconut trees, Ext.A1 shows that 6 yielding coconut trees were cut

down, and an amount of ₹98,665.57 was awarded as compensation for the above-mentioned trees. However, the petitioner contended that the compensation fixed by the 1st respondent was inadequate, and therefore, she is entitled to receive enhanced compensation for coconut trees. Considering the age of coconut trees, it would be just and reasonable to fix 200 coconuts as the annual yield from each coconut tree after deducting the expenses for maintenance and upkeep of the said trees. The price of each coconut can be taken as ₹20.3 as shown in Ext.A1. So, by applying a multiplier of 10, compensation payable for 6 coconut trees would come to ₹2,43,600/- (200x6x20.3x10). Compensation already given for coconut trees is ₹98,665.57. The enhanced compensation payable is:

$$\mathbf{₹2,43,600 - ₹98,665.57 = ₹1,44,934.43}$$

14. Ext.A1 would show that 154 coffee plants aged 10 years, and 7 years were cut and removed from the petitioner's property and an amount of ₹35,466.20 was awarded as compensation for the above-mentioned trees. As per Ext.A1, the 1st respondent took ₹83/- as the price for 1 kg of Coffee.

Considering the age of the said plants, it would be just and reasonable to fix 5 kg of Coffee as the annual yield from each Coffee plant after deducting the expenses for maintenance and upkeep of the said plant. The petitioner has not produced any document to establish the price of 1 kg of Coffee during 2018-2019. Therefore, ₹83/- as fixed by the 1st respondent as per Ext.A1 can be taken as the price of 1 kg of Coffee. So, by applying a multiplier of 10, the compensation that would have been awarded for 154 Coffee plants is ₹6,39,100/- (154x5x83x10). Compensation already awarded is ₹35,466.20. The enhanced compensation payable is:

$$\mathbf{₹6,39,100 - ₹35,466.20 = ₹6,03,633.80}$$

15. Coming to the compensation awarded for Cashew plants, Ext.A1 would show that 1 yielding cashew plant and 2 non-yielding cashew plants were cut down, and an amount of ₹18,700/- was awarded as compensation for the above-mentioned plants. As per Ext.A1 detailed valuation statement, as on the date of cutting, the non-yielding cashew trees were aged 10 years and if the said trees were not cut down, after 2 to 3 years they would become yielding and yield income for

many years. So, the petitioner is entitled to compensation for the said 2 cashew plants as well, with reference to their expected future yield. The 1st respondent fixed compensation for the yielding cashew plant as ₹17,500/- and ₹1,200/- for non-yielding cashew plants. However, the petitioner contended that the compensation fixed by the 1st respondent was inadequate, and therefore, she is entitled to receive enhanced compensation for cashew plants. Considering the age of the cashew plant, it would be just and reasonable to fix 20 kg as the annual yield from the said plant after deducting the expenses for maintenance and upkeep of the plant. In the case of non-yielding cashew plants also, 20 kg can be taken as the annual expected future yield. The price of 1 kg of cashew nuts can be taken as ₹87.50 as shown in Ext.A1. So, the compensation that would have been awarded for 3 cashew plants is ₹52,500/- (3x87.5x20x10). The enhanced compensation payable is:

$$\mathbf{₹52,500 - ₹18,700 = ₹33,800/-}$$

16. Coming to the compensation awarded for arecanut trees, Ext.A1 shows that 11 yielding arecanut trees and 5 non-

yielding arecanut tree were cut down, and an amount of ₹36,025.10 was awarded as compensation for the above-mentioned trees. As per Ext.A1 detailed valuation statement, as on the date of cutting, the non-yielding arecanut trees were aged 4 years and if the said trees were not cut down, after 2 to 3 years they would become yielding and yield income for many years. So, the petitioner is entitled to compensation for the said 5 arecanut trees as well, with reference to their expected future yield. The 1st respondent fixed compensation for the yielding arecanut trees as ₹35,775.10 and ₹250/- for non-yielding arecanut trees. However, the petitioner contended that the compensation fixed by the 1st respondent was inadequate, and therefore, she is entitled to receive enhanced compensation for arecanut trees. It would be just and reasonable to fix 400 arecanuts as the annual yield from each arecanut tree after deducting the expenses for maintenance and upkeep of the said tree. In the case of non-yielding arecanut trees also, 400 arecanuts can be taken as the annual expected future yield. The price of each arecanut can be taken as ₹2.03 as shown in Ext.A1. So, the compensation payable for

16 arecanut trees is ₹1,29,920/- (400x16x2.03x10).

Compensation already given for arecanut trees is ₹36,025.10.

The enhanced compensation payable is:

$$\mathbf{₹1,29,920 - ₹36,025.10 = ₹93,894.90}$$

17. Coming to the compensation awarded for jackfruit trees, to draw electric line, the 1st respondent cut down 15 jackfruit trees. As per Ext.A1, 10 jackfruit trees were yielding, and 5 were aged 15 years and 10 years and non-yielding. As per Ext.A1 detailed valuation statement, as on the date of cutting, the non-yielding jackfruit trees were aged 15 years and 10 years and if the said trees were not cut down, after 2 to 3 years they would become yielding and yield income for many years. So, the petitioner is entitled to compensation for the said 5 jackfruit trees as well, with reference to its expected future yield. As per Ext.A1 detailed valuation statement, the 1st respondent awarded a total compensation of ₹2,13,900/-. Considering the age of the jackfruit trees, it would be just and reasonable to fix 100 jackfruits as the annual yield from the said trees after deducting the expenses for maintenance and upkeep of the said trees. In the case of non-yielding jack fruit

trees also, 100 jack fruits can be taken as the annual expected future yield. It is just and reasonable to fix ₹50/- as the price of each jackfruit. So, by applying the multiplier 10, compensation payable for 15 jackfruit trees would come to ₹7,50,000/- (100x15x50x10). Compensation already given for jackfruit trees is ₹2,13,900/-. The enhanced compensation payable is:

$$\mathbf{₹7,50,000 - ₹2,13,900 = ₹5,36,100/-}$$

18. Coming to the compensation awarded for kudampuli, Ext.A1 would show that the 1st respondent cut down 2 yielding kudampuli trees aged 15 years and 9 years and 1 non-yielding kudampuli tree aged 8 years and awarded ₹44,480/- for the above-mentioned trees. As per Ext.A1 detailed valuation statement, as on the date of cutting, the non-yielding kudampuli tree was aged 8 years and if the said tree was not cut down, after 2 to 3 years it would become yielding and yield income for many years. So, the petitioner is entitled to compensation for the said kudampuli tree as well, with reference to its expected future yield. It would be just and reasonable to fix 30 kg of kudampuli as the annual yield from one tree after deducting the expenses for maintenance and

upkeep of the said tree. In the case of non-yielding kudampuli tree also, 30 kg of kudampuli can be taken as the annual expected future yield. There is no material before the court to show the price of 1 kg of kudampuli. So, considering the date of tree cutting, the price per kg of kudampuli can be taken as ₹176/- as shown in Ext.A1. By applying a multiplier of 10, the compensation payable for 3 kudampuli trees would come to ₹1,58,400/- (3x176x30x10). Compensation already given for the Kudampuli tree is ₹44,480/-. So, the enhanced compensation payable is:

$$\mathbf{₹1,58,400 - ₹44,480 = ₹1,13,920/-}$$

19. Ext.A1 would show that 3 yielding champa trees and 1 non-yielding champa tree were cut down from the property of the petitioner, and the 1st respondent paid ₹9,180/- to the petitioner as compensation. But the petitioner contended that compensation awarded for the champa trees was inadequate. As per Ext.A1 detailed valuation statement, as on the date of cutting, the non-yielding champa tree was aged 3 years and if the said tree was not cut down, after 2 to 3 years it would become yielding and yield income for many

years. So, the petitioner is entitled to compensation for the said champa tree as well, with reference to its expected future yield. It would be just and reasonable to fix 10 kg as the annual yield from one tree after deducting the expenses for maintenance and upkeep of the said tree. In the case of non-yielding champa tree also, 10 kg of champa can be taken as the annual expected future yield. The price for 1 kg of champa can be taken as ₹30/- as shown in Ext.A1. So, the compensation that would have been awarded for 4 champa trees is ₹12,000/- (4x10x30x10). Compensation already paid is ₹9,180/-. The enhanced compensation payable is:

$$\mathbf{₹12,000 - ₹9,180 = ₹2,820/-}$$

20. Coming to the compensation awarded for mango trees, Ext.A1 would show that 3 yielding mango trees were cut down from the petitioner's property. The 1st respondent awarded a compensation of ₹14,292/- for the said trees. It would be just and reasonable to fix 50 kg of mangoes as the annual yield from one tree after deducting the expenses for maintenance and upkeep of the said tree. There is no material before the court to show the price of 1 kg of mangoes. As per Ext.A1, the respondent took ₹15.88 as the price of 1 kg of

mangoes. Considering the date of tree cutting, it would be just and reasonable to fix ₹50/- as the price of 1 kg of mangoes. So, the compensation payable for 3 mango trees is ₹75,000/- (50 x 3 x 50 x 10). Compensation already given for the mango trees is ₹14,292/-. The enhanced compensation payable is:

$$\mathbf{₹75,000 - ₹14,292 = ₹60,708/-}$$

21. Ext.A1 would show that 1 yielding aatha tree aged 15 years was cut down from the property of the petitioner and the 1st respondent paid ₹200/- to the petitioner as compensation. The petitioner contended that the compensation received is not sufficient. Considering the age of the aatha tree, it would be just and reasonable to fix 100 fruits as the annual yield from the tree after deducting the expenses for maintenance and upkeep of the said tree. Considering the date of tree cutting, it would be just and reasonable to fix ₹30/- as the price of each fruit. Therefore, the compensation that would have been awarded for 1 aatha tree is ₹30,000/- (100x1x30x10). Compensation already given for the aatha tree is ₹200/-. The enhanced compensation payable is:

$$\mathbf{₹30,000 - ₹200 = ₹29,800/-}$$

22. Coming to the compensation awarded for the drumstick, the 1st respondent cut down 3 drumstick trees and awarded compensation of ₹12,000/- for the said trees. The above trees were yielding, and hence it is just and reasonable to fix 10 kg of drumsticks as the annual yield from the said trees. It is just and reasonable to fix the price of 1 kg of drumsticks at ₹50/-. So, by applying a multiplier of 10, the compensation that would have been awarded for 3 drumstick trees is ₹15,000/- (3x10x50x10). Compensation already given for drumstick trees is ₹12,000/-. Hence, the enhanced compensation payable is:

$$\mathbf{₹15,000/- - ₹12,000/- = ₹3,000/-}$$

23. Coming to the compensation awarded for teak trees, Ext.A1 would show that 3 teak trees aged 28 years, 9 teak trees aged 22 years, 9 teak trees aged 18 years, 1 teak tree aged 20 years and 7 teak trees aged 15 years were cut down from the petitioner's property. The 1st respondent awarded a total compensation of ₹45,520/- for the aforesaid trees. Considering the utility and potentiality of teak trees, it cannot be said that the compensation awarded is adequate. So,

it would be just and reasonable to award ₹6,000/- for each teak tree aged 22 years and 28 years, ₹5,000/- for each teak tree aged 18 years and 20 years and ₹3,000/- for each teak tree aged 15 years. So, the compensation payable for 29 teak trees would come to ₹1,43,000/- [(6,000 x 12) + (5,000 x 10) + (3000 x 7)]. Compensation already paid is ₹45,520/-. So, the enhanced compensation payable is calculated as:

$$\mathbf{₹1,43,000 - ₹45,520 = ₹97,480/-}$$

24. Coming to the compensation awarded for Anjili trees, Ext.A1 would show that 2 anjili trees aged 30 years, 3 anjili trees aged 18 years, 4 anjili trees aged 20 years, 2 anjili trees aged 10 years and 16 anjili trees aged 8 years were cut down from the petitioner's property. The 1st respondent awarded a total compensation of ₹27,360/- for the aforesaid trees. Considering the utility and potentiality of anjili trees it cannot be said that the compensation awarded is adequate. So, it would be just and reasonable to award ₹6,000/- for each anjili tree aged 30 years, ₹4,000/- for each anjili tree aged 18 years and 20 years and ₹2,000/- for each anjili tree aged 10 years and 8 years. So, the compensation payable for 27 anjili

trees would come to ₹76,000/- [(6,000 x 2) + (4,000 x 7) + (2,000 x 18)]. Compensation already paid is ₹27,360/-. So, the enhanced compensation payable is calculated as:

$$\mathbf{₹76,000 - ₹27,360 = ₹48,640/-}$$

25. Coming to the compensation awarded for mahagoni trees, Ext.A1 would show that 1 mahagoni tree aged 35 years, 8 mahagoni trees aged 25 years, 5 mahagoni trees aged 20 years and 15 mahagoni trees aged 18 years were cut down from the petitioner's property. The 1st respondent awarded a total compensation of ₹48,400/- for the aforesaid trees. Considering the utility and potentiality of mahagoni trees, it cannot be said that the compensation awarded is adequate. So, it would be just and reasonable to award ₹7,000/- for the mahagoni tree aged 35 years, ₹5,000/- for each mahagoni tree aged 25 years, ₹4,000/- for each mahagoni tree aged 18 years and 20 years. So, the compensation payable for 29 mahagoni trees would come to ₹1,27,000/- [(7,000 x 1) + (5,000 x 8) + (4,000 x 20)]. Compensation already paid is ₹48,400/-. So, the enhanced compensation payable is calculated as:

$$\mathbf{₹1,27,000 - ₹48,400 = ₹78,600/-}$$

26. Coming to the compensation awarded for the perumaram trees, Ext.A1 would show that 6 perumaram trees aged 20 years and 7 perumaram trees aged 10 years were cut and removed from the petitioner's property, and ₹15,200/- was awarded as compensation. Considering the utility and potentiality of perumaram tree, it cannot be said that the compensation awarded is sufficient. So, it would be just and reasonable to award ₹2,000/- for each perumaram tree aged 20 years and ₹1,500/- for each perumaram tree aged 10 years. So, the compensation payable for 13 perumaram trees would come to ₹22,500/- [(6 x 2000) + (7 x 1,500)]. Compensation already paid is ₹15,200/-. So, the enhanced compensation payable is calculated as:

$$\mathbf{₹22,500 - ₹15,200 = ₹7,300/-}$$

27. Coming to the compensation awarded for vatta trees, Ext.A1 would show that 13 vatta trees aged 8 years were cut and removed from the petitioner's property and ₹3,640/- was awarded as total compensation. Considering the utility and potentiality of vatta tree, it cannot be said that the compensation awarded is sufficient. So, it would be just and

reasonable to award ₹500/- for each vatta tree aged 8 years. So, the compensation payable for 13 vatta trees would come to ₹6,500/- (13 x 500). Compensation already paid is ₹3,640/-. Accordingly, the enhanced compensation payable is calculated as:

$$\mathbf{₹6,500 - ₹3,640 = ₹2,860/-}$$

28. Coming to the compensation awarded for jungle tree, karuvappatta, Pana, chunda pana, konna, guava, narakam, maruthu and veppu, this court is of the considered opinion that the compensation awarded for the said plants are adequate. So, the petitioner is not entitled to enhanced compensation for the said plants.

29. **Issue No.3**:- Coming to the compensation for diminution of land value, according to the petitioner, 35.30 ares of property in resurvey No. 413/1 of Njeezhoor Village absolutely belongs to her. To establish her title over the said property, the petitioner produced Ext.A2 tax receipt and Ext.A3 settlement deed pertaining to her property. As per Ext.A2 tax receipt, she is paying tax for 35.30 ares of property in resurvey No. 413/1 of Njeezhoor Village. According to the

petitioner, the market value of the property at the relevant time was ₹4,00,000/- per are, and by the drawing of 400 KV electric line across the said property, the land value has been diminished, and so she is entitled to compensation for the diminution of land value.

30. Ext.C1(a) plan submitted by the Commissioner would show that the electric line passes through the middle of the petitioner's property. The commissioner ascertained the affected area on both sides of the line corridor as plot A and plot B. The extent of plot A is 6.55 ares, and the extent of plot B is 9.22 ares. The commissioner ascertained the line corridor area as plot C and the extent of line corridor area is 13.34 ares. So, the total extent of the affected area is 29.11 ares (6.55 + 9.22 + 13.34). In this context, it is useful to refer to the judgment of the Hon'ble Apex Court in *K.S.E.B. V Livisha and others* [2007 KLT(3) 1].

31. In the said case the Hon'ble Apex court held as follows:

“ The situs of the land, the distance between the high voltage electricity line laid thereover, the extent of the line thereon as also the fact as to whether the high voltage line passes over a

small track of land or through the middle of the land and other similar relevant factors in our opinion would be determinative. The value of the land would also be a relevant factor. The owner of the land furthermore, in a given situation may lose his substantive right to use the property for the purpose for which the same was meant to be used.”

32. Coming to the case at hand electric line passes through the middle of the petitioner's property. The total extent of petitioner's property affected by drawing of electric line is 29.11 ares. The said area cannot be used for any purpose for which it was meant for, and due to the drawing of electric line, the market value of the petitioner's property has substantially diminished. Ext.C1 report and Ext.C1(a) plan would show that the electric line passes through the middle of the petitioner's property and over the house situated therein and due to the drawing of the electric line, the property has been divided into two plots. In the circumstances, it is just and reasonable to fix the percentage of diminution of land value of the affected area at 50%.

33. Coming to the market value of the petitioner's property, the petitioner has not produced any material to

establish the market value of the petitioner's property. Ext.B5 would show that the fair value of the petitioner's property is ₹35,000/- per are. The commissioner has not reported the importance of the petitioner's property. There is no material to show that the petitioner's property has road access, but it is to be noted that the petitioner's property is a residential plot with a house situated therein. Considering the nature and lie of the petitioner's land, it is just and reasonable to fix the market value of the petitioner's land at ₹80,000/- per cent. Hence, the compensation payable for the affected area is ₹28,76,000/- (71.90 cents x 80,000 x 50/100). The petitioner received ₹6,15,143/- towards land compensation. So, the enhanced compensation payable for diminution of land value is determined as follows:

$$\mathbf{₹28,76,000 - ₹6,15,143 = ₹22,60,857/-}$$

34. Coming to the interest to be awarded on the award amount, it is just and reasonable to award 8% interest per annum on the compensation amount from the date of tree cutting. Petitioner has not produced any material to show the date of the tree cutting. As per Ext.B1 DVS the date of tree

cutting is 28.09.2018, and as per Ext.B5 DVS the date of tree cutting is 28.09.2018. So, interest can be awarded from the date 28.09.2018.

Table of Enhanced Compensation Awarded

Item	Enhanced amount awarded in Rupees
Rubber	5,17,871.86
Pepper	28,87,588.81
Coconut	1,44,934.43
Coffee	6,03,633.80
Cashew	33,800
Arecanut	93,894.90
Jackfruit	5,36,100
Kudampuli	1,13,920
Champa	2,820
Mango	60,708
Aatha	29,800
Drumstick	3,000
Teak	97,480
Anjili	48,640
Mahagoni	78,600
Perumaram	7,300
Vatta	2860
Compensation for diminution of land value	22,60,857
Grand Total	75,23,808.80

35. **Issue No. 4**:-In the result,

1. The petitioner is entitled to realise the sum of **₹75,23,809/- (Rupees seventy five lakh twenty three thousand eight hundred and nine only)** as enhanced compensation from the 1st respondent with interest @ 8% per annum.
2. The petitioner is entitled to realise 8% interest on the above amount from 28.09.2018.
3. The petitioner is allowed to realise the entire cost for the litigation from the 1st respondent.

Dictated to my Confidential Assistant, transcribed and typed by her, revised and corrected by me, and pronounced in open court, on this the 07th day of April, 2026.

Sd/-
Subash. S
Addl. Sessions Judge-II(Spl.),
Kottayam

APPENDIX

Exhibits marked for the Petitioner:-

Ext.A1	28.09.2018	True Copy of detailed valuation statement of damaged trees/crops under the construction of Edamon Kochi Power Transmission line
Ext.A2	27.01.2024	Tax receipt
Ext.A3	21.03.1973	True copy of settlement deed No. 773/1973
Ext.A4	Nil	True copy of correlation statement

Exhibits Marked for The Respondents:-

- Ext.B1 14.03.2018 Copy of notice No. 10788 issued from Power Grid Corporation of India Ltd.
- Ext.B2 08.05.2018 Copy of Mahazar
- Ext.B3 28.09.2018 Copy of detailed valuation statement of damaged trees/crops under the construction of Edamon - Kochi Power transmission line
- Ext.B4 Nil Survey plan
- Ext.B5 25.11.2021 Copy of detailed valuation statement showing the displacement allowance to the land owners

Court Exhibits:

- Ext.C1 13.10.2025 Commission report
- Ext.C1(a) 13.10.2025 Survey plan

Witness Examined for the Petitioner: Nil

Witness Examined for the Respondents:NIL.

Id/-
**Addl.District Judge -II (Spl.)
Kottayam.**

//True Copy//

Copied By:
Compared By:

Sd/-
**Subash. S
Addl. Sessions Judge-II(Spl.),
Kottayam**

