

**IN THE COURT OF THE PRINCIPAL SUBORDINATE JUDGE, VILLUPURAM**

**Present: Thiru.A.Tamilselvan, M.L.,**

**Principal Subordinate Judge, Villupuram.**

**Thursday, the 10<sup>th</sup> day of July 2025**

**E.P.No.147/2012**

**in**

**LAOP.No.90/1996**

**(CNR.No. TNVP02-000385-2012)**

Jayabal

....

Petitioner/Claimant

/Vs/

1. The Special Tahsildar (Tamil Nadu Housing Board, Cuddalore)
2. Executive Engineer & ADO  
Tamil Nadu Housing Board  
Villupuram Housing Unit  
Villupuram

....

Respondents/Respondents

This petition is filed on 29.06.2012 and taken on file on 30.08.2012 and came up for final hearing before me on 03.07.2025 in the presence of Thiru.R.Tharaniventhan, Advocate for the petitioner and Thiru.J.Nagarajan, Additional Government Pleader for respondent and heard both sides and upon perusing this case records and having stood over for consideration till this day, today this court delivers the following....

**ORDER**

The petitioner filed this Execution petition U/o.21 Rule 54 & 66 of CPC praying to attach and sell the petition mentioned immovable properties.

**2. Short and Summary of the Petition filed by the Petitioner as follows:-**

டிகிரி தேதி	29.06.2005	
அப்பீலாயிருந்தால் அது	ஏ.எஸ்.நெ.854/2009 நாள் 23.12.2009	
பின்னிட்டு விவாத விஜயத்தை குறித்து ஒழுங்காய் இருந்தால் அது	அவார்டு தேதியில் பெற்றுக்கொண்ட தொகை ரூ.5,07,814/- டெபாசிட் தொகை ரூ.1,41,642/- 28.11.2011 டெபாசிட் தொகை ரூ.33,11,201/-	
டிக்கிரி நிறைவேற்று முன் மனு கொடுத்திருந்தால் அதுவும் அதன் முடிவும்	மனு கொடுத்து தள்ளுபடி செய்யப்பட்டுள்ளது.	
வட்டி இருந்தால் அது சகிதமாய் வஜ்வேண்டிய டிகிரி துகை அல்லது வேறே பரிகார விபரம் எதிரி டிகிரி ஏதாவது இருந்தால் அதுவும்	சென்னை உயர்நீதிமன்ற தீர்ப்புப்படி சதுரடிக்கு ரூ.17/- வீதம் தீர்ப்பு தொகை மேற்படி தொகைக்கு 30% சொலேஉஜியம்  ரூ.35,57,896/- தொகைக்கு 03.01.1992 முதல் 30.12.1994 வரை 12% வீதம் வட்டி  ரூ.35,57,896/- தொகைக்கு 01.01.1995 முதல் 31.12.1995 வரை 9% வீதம் வட்டி.  ரூ.35,57,896/- தொகைக்கு 01.01.1996 முதல் 20.11.2011 வரை 15% வீதம் வட்டி  மொத்தம் அவார்டு தேதியில்	ரூ.35,57,896/- ரூ.10,67,369/-  ரூ.12,80,843/-  ரூ.3,20,211/-  ரூ.84,94,477/-  ரூ.1,47,20,796/-

	பெற்றுக்கொண்ட தொகை பாக்கித்தொகை 16.04.2007 நீதிமன்றத்திலிருந்து காசோலை மூலம் பெற்றுக்கொண்ட தொகை பாக்கித்தொகை 21.12.2011 காசோலை மூலம் நீதிமன்றத்திலிருந்து பெற்றுக்கொண்ட தொகை பாக்கித் தொகை ரூ.ரூ.35,57,896/- தொகைக்கு 01.12.2011 முதல் 30.06.2012 வரை 15% வீதம் வட்டி மொத்தம்	ரூ. 5,07,814/-  ரூ.1,42,12,982/-  ரூ.1,41,642/-  ரூ.1,40,71,340/-  ரூ.33,14,201/-  ரூ.1,07,57,139/-  ரூ.3,11,316/-  ரூ.1,10,68,455/-
ஏதாவது சிலவிற்கு டிக்சிரியாயிருந்தால் அந்த துகையும் சிலவு துகையும்	இம்மனு செலவு டிக்சிரி மொத்தத் தொகை	ரூ. 5/- ரூ.1,10,68,460/-
யார் பேரில் நிறைவேற்ற வேண்டும் என்பது	எதிர்மனுதாரர்கள் பேரில்	

**Memo filed by the petitioner dated 05.02.2025 as follows:**

**EP No.147/2012 in LAOP No.90/1996**

**Memo of Calculation**

Extent acquired	S.No.2	Hec. 0.41.00
	S.No.10/2	Hec. 1.53.34
	-----	
	Total	Hec.1.94.34
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Total Sq.ft	2,09,096.62 sq.ft	
Sec.4 (1) Notification	03.01.1992	
Date of Award	30.12.1994	
Date of Possession as per delivery receipt	20.02.1995	
Rate fixed by L.O. per sq.ft.	Rs.7.35	
Rate fixed by Court per sq.ft.	Rs.13.87	
Rate fixed by High Court per sq.ft.	Rs.17.00	
Rate Fixed by Supreme Court per sq.ft.	Rs.23.00	
Market Value (2,09,096.62x23)	Rs.48,09,222.00	
30% Solatium	Rs.14,42,766.00	
Interest @ 12% p.a. from 03.01.1992 to 30.12.1994 on Rs.48,09,222	Rs.17,26,577.00	
	-----	
	Total	Rs.79,78,565.00
Amount paid on 30.12.1994	Rs.25,81,315.00	
	-----	
	Rs.53,97,250.00	
Interest @ 9% p.a. from 20.02.1995 to 19.02.1996 on Rs.53,97,250	Rs. 4,84,422.00	
Interest @15% p.a. from 20.02.1996 to 16.04.2007 on Rs.53,97,250	Rs.90,34,109.00	
	-----	
	Rs.1,49,15,781.00	
Amount Deposited into court on 20.01.2007 is Rs.1,41,642/- instead of Rs.54,93,566/- which is paid on 16.04.2007 in LAOP 92/1996	Rs. 54,93,566.00	
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<b>Balance due as on 16.04.2007</b>	Rs.94,22,215.00 -----
Interest from 17.04.2007 to 20.12.2011 at 15% p.a. on Rs.53,97,250	Rs.37,88,425.00
Total Amount payable is	Rs.1,32,10,640.00
Amount Deposited on 21.12.2011	Rs.33,14,201.00
Balance	Rs.98,96,439.00
Interest from 22.12.2011 to 09.11.2023 on Rs.53,97,250 at 15% p.a. (4370 days)	Rs.96,92,870.00
Total Amount	Rs.1,95,89,309.00
Amount Deposited on 09.11.2023	Rs. 97,87,602.00
Balance	Rs.98,01,707.00
Less: TDS	Rs.10,87,511.00 -----
	Rs.87,14,196.00
Interest from 10.11.2023 to 05.02.2025 on Rs.53,97,250 at 15% p.a. (453) days	Rs.10,04,775.00 -----
	Rs.97,18,971.00 -----

**3. Short and Summary of the Counter filed by the 2nd Respondent and adopted by the 1st respondent as follows:- (Counter filed on 07.12.2012)**

The Execution petition filed by the petitioner was not maintainable, false and liable to be dismissed in limini and the execution petition filed by the petitioner was not according to both the trial court order and High Court order the petitioner had filed the execution petition with entirely wrong and false calculation and the prayer of attachment of the third person property, who is not a party to the case is bias and such numbering of an Execution petition is void and on 14.10.2011 itself the referring officer had deposited the entire amount according to order of the Hon'ble High Court and towards the entire satisfaction of the Claimant and as per their award of Rs.7.35/Sq.ft, they had paid Rs.25,81,315/- with Additional compensation of 30%

Solatum and 12% interest and as per Trail Court (Sub Court) Enhancement of Rs.13.87/Sq.ft, they had paid Rs.61,14,152/- with Additional compensation of 30% Solatum & 12%, 9% & 15% interest on 11.01.2007 and as High Court Enhancement of Rs.17.00/Sq.ft, they had paid Rs.36,94,761/- with Additional compensation of 30% Solatum & 12%, 9% & 15% interest on 14.10.2011 and the Claimant has handling the L.A.O.P Case as Golden Duck and such claim of Excess amount by claimant may be termed as Annual income, Annual profit, Pawn Brokder & ect... and by way of defrauding not only the Referring officer but also the Hon'ble Court and even the numbering of the E.P. petition itself is void and since the Hon'ble Court has recorded F.S.Memo of the Petitioner/Claimant under E.A No. of 2007 dated 16.04.2007 and when a petitioner/Claimant is fully satisfied, under section 23-A of L.A Act, the reference is to be closed but when the Petitioner/Claimant had learnt that the Reference is not closed by the Hon'ble Court due to heavy work and Disposal and weaker on other side, the petitioner files this petition as party in person, to grad the excess money as Pawn Shop and the high Court had fixed the market value as Rs.17.00/Sq.ft and where as the Amount paid by the Referring officer so far was Rs. /Sq.ft and the Execution petition is false and frivolous and is liable to be dismissed with exemplary costs and therefore the respondent most humbly prays that the Hon'ble Court may be pleased to dismiss this E.P. petition and the respondent also reserves his right to file additional counter with proper calculation memo and additional allegations if any at the time of Enquiry and as well as reserves their right to enquiry the petitioner in Open Court.

**4. Affidavit filed by the petitioner/2nd respondent as follows :- (As per memo of Respondent No.2 filed on 29.11.2021, Affidavit treated as Additional Counter)**

The petitioner is the 2nd respondent in the above EP.No.147/2012 in the said case and he conduct this case on behalf of the TNHB and whereas, TNHB is the requisition body of the Land Acquisition proceedings of this Case and he deny all averments contained in the submission filed in support of the Executive petition those

which are specifically admitted here under and the referring Special Thasildar and Tamil Nadu Housing Board Cuddalore fixed the Market Value of the property as Rs.7.35/- per square feet, after conducting the Award enquiry they passed our award on 30.12.1994 and land was delivered to this petitioner on 30.03.1995 and the aggrieved by this the land owner herein and after called the Respondent/Petitioner/Claimant preferred a Reference to the Principal Sub Judge, Villupuram and it has been numbered as LAOP: 90 of 1996 and the Hon'ble Principal Sub Judge after considering the potential value of the Property had enhanced the market value by Rs.6.52/- Re fixed the Market value as Rs.13.87/- per square feet on 22.11.2004 and on 23.03.2006 the said Respondent/Petitioner/Claimant had filed an execution application on 2006 and after having had filed the said execution petition the Petitioner/Respondent deposited the entire amount with interest Acquisition Act on 18.01.2007 and Respondent/Petitioner/Claimant had received the entire amount after making full satisfaction to that effect and the cheque application filed in connection which was numbered as E.A.No.303 of 2007 and as per F.S. memo the Execution petition was dismissed as not pressed on 04.04.2007 and on 16.04.2007 the Hon'ble Court ordered to issue the cheque in the name of the petitioner and this makes it crystal clear that the Respondent/Claimant had received the Re-Determined market value of Rs.13.87/- after full satisfaction and after recording full satisfaction the Respondent/Petitioner/Claimant had preferred an appeal before the High Court Judicature Madras and such appeal was numbered as 854 of 2009 and the Hon'ble High court also, on 23.12.2009 had enhanced the Market Value by Rs.3.13/- ie. Re.fixed the Market value as Rs.17.00 pcs/- per square feet (Rs.13.87/- + Rs.3.13/- = Rs.17.00 pcs) and after receiving the order of Hon'ble High Court the petitioner had deposited the entire amount along with statutory benefits as per the Order of the Hon'ble High Court Judicature and as per L.A. Act into the Court through a vide cheque dated 02.11.2011 and the same had also been received and realized by the Respondent/Petitioner/Claimant even before filed of this E.P. and the Respondent/Petitioner/Claimant had filed the present Execution petition before the

Hon'ble Court to the tune of Rs.76,57,740.03/- which was not maintainable under law and the execution petition coupled with calculation of the decretal amount with the Respondent/petitioner/Claimant has made is found to be unduly excessive which was impermissible neither on fact nor on law and the para A, B and C in submission by the counsel for the Respondent/Petitioner/Claimant is denied and entire payment was made by TNHB, as per Hon'ble Sub Court Hon'ble Sub court and Hon'ble High Court Orders and in fact excess amount was deposited in respective LAOP Cases and the benefit granted to the Respondent/Petitioner/Claimant had already paid to him even before filing of this De-Void Execution Petition and therefore the decree - holder is not entitled to any further payment.

S. No.	Description	Amount in Rs.	Remarks
	<b>ENHANCED AMOUNT FIXED BY LOWER COURT IN LAOP (Rs.13.87 per Sq.ft)</b>		
1	Land Cost Rs.13.87 per Sq.Ft fixed by Lower Court (209188 sq.ft)	2901437.56	
2.	30% solatium for Land Cost - (S.No.1)	870431.27	
3.	12% Additional Market Value for Land Cost - (S.No.1) From the date of 4(1) Notification to till the date of award (03.01.1992 to 30.12.1994) 1093 Days	1041661.04	
4.	Sub total (S.No. 1+2+3)	4813529.87	
5.	Deduct already paid Award amount on 30.12.1994	2581315.00	
6.	Balance amount to be paid (S.No.4-5)	2232214.87	
7.	9% Interest - (S.No.6) Upto one year from the date of taking possession (30.03.1995 to 29.03.1996)	200899.34	
8.	15 % Interest - (S.No.6) From after the one year taking possession to till	3618022.79	

	the payment (30.03.1996 to 18.01.2007) 3946 days		
9.	Sub total (S.No 6+7+8)	6051137.00	
10.	Enhanced compensation amount paid as per SubCourt order on 18.01.2007 (Rs.54,93,566/- was deposited in Sub Court after deducting IT of Rs.6,20,586/-)	6114152.00	
11.	Balance to be paid as on 18.01.2007 - S.No.(9-10)	NIL	
12.	Excess amount was paid as on 18.01.2007 - S.No.(10-9)	63015.00	
	<b>ENHANCED AMOUNT FIXED BY HIGH COURT IN APPEAL SUIT (AS) (Rs.17.00 per Sq.ft)</b>		
13.	Land cost Rs.17.00 per Sq.ft fixed by Hon'ble High Court	3556196.00	
14.	Deduct already paid land cost (S.No.1)	2901437.56	
15.	<b>Balance Land Cost to be paid as per AS order (S.No.13-14)</b>	654758.44	
16.	30% Solatium for Land Cost - (S.No.15)	196427.53	
17.	12% Additional Market Value for Land Cost (S.No.15) From the Date of 4(1) Notification to till the date of award (03.01.1992 to 30.12.1994) 1093days	235068.43	
18.	9% Interest - (S.No.15) Upto one year from the date of taking possession (30.03.1995 to 29.03.1996)	58928.26	
19.	15% Interest - (S.No.15) From after the one year taking possession to till the payment (30.03.1996 to 18.01.2007) 3946 Days	1061246.83	
20.	15% Interest - (S.No.15) From after the one year taking possession to till the payment (19.01.2007 to	470080.68	

	2.11.2011)		
21.	Amount entitled as on 02.11.2011(S.No.15+16+17+18+19+20)	2676510.17	
22.	<b>Enhanced compensation amount paid on 02.11.2011(Rs.33,14,201/- was deposited in Sub Court after deduction IT of Rs.3,80,560/-)</b>	3694761.00	
23.	Balance to be paid as on 02.11.2011 - S.No. (11)	<b>NIL</b>	
24.	Excess amount was paid as on 02.11.2011 S.No.(22-21)	<b>1018250.83</b>	
25.	Excess amount was paid as on 18.01.2007 - S.No.(12)	63015.00	
26.	<b>TOTAL EXCESS PAYMENT WAS PAID S.NO.(24+25)</b>	<b>10,81,265.83</b>	

**Memo filed by the Respondent dated 20.03.2025 as follows:**

**Memo of Calculation filed by the Respondent as per Supreme Court Judgment**

**Order EP No.147/2012**

Sl.No.	Description		Remarks
1	Extent acquired	S.No.2 Hec. 0.41.00 S.No.10/2 Hec. 1.53.34 ----- Total Hec.1.94.34 -----	
2	Total Sq.ft	2,09,188 sq.ft	The petitioner as calculate the extent as 2,09,096 sq.ft. but the correct extent is 209188 sq.ft. which is 92 sq.ft. more.
3	Sec.4 (1) Notification	03.01.1992	
4	Date of Award	30.12.1994	
5	Date of Possession as per delivery receipt	30.03.1995	The petitioner as taken the date of

			possession Taken over as 20.02.1995 instead 30.03.1995 which 38 days extra
6	Rate fixed by L.O. per sq.ft.	Rs.7.35	
7	Rate fixed by Court per sq.ft.	Rs.13.87	
8	Rate fixed by High Court per sq.ft.	Rs.17.00	
9	Rate Fixed by Supreme Court per sq.ft.	Rs.23.00	
10	Actual enhanced amount	Rs.6.00	
11	Market Value	Rs.2,09,188 x 6.00= Rs.12,55,128	
12	30% Solatium	Rs.3,76,538.40	
13	Interest @ 12% p.a. from 03.01.1992 to 30.12.1994	Rs.4,50,610.40	
14	Total	Rs.20,82,276.80	The petitioner as calculate the extent as 2,09,096 sq.ft. but the correct extent is 2,09,188 sq.ft. which is 138 sq.ft. more. As the extent is 92 sq.ft. more the Respondent's calculated amount is Rs.913.8 more.
15	Interest @ 9 % p.a. from 30.03.1995 to 29.03.1996	Rs.1,87,404.91	The petitioner here as taken wrong date of possession taken over.
16	Interest @ 15% p.a. from 30.03.1996 to 17.10.2023	Rs.86,05,430.90	No of days calculated here is 10,063 days where as petitioners calculated no of days is 10,126 the difference as arises due to three reason 1. Extent difference. 2. Possession Taken over difference.

17	Total	Rs.1,08,75,113	
18	100% Enhanced compensation amount paid as per Supreme Court order 01.03.2023 (Rs.97,87,602/- was deposited in Sub Court after deducting IT of Rs.10,87,511/-)	Rs.1,08,75,113	

On perusal of the counters in the main execution petition as well as counter on all three subsequent calculation memo will crystal clearly explain that, this petitioner had paid excess amount to the tune of Rs.10,81,265.83/- for which the claimant is not entitled to receive and the respondent/Claimant is bound to repay the same together with statutory interest of 15% per annum from the date of realisation and the said finding is confirmed by the Hon'ble High Court of Judicature in several judgments in which was emphasized as " As excess amount deposited after satisfying the award is permitted to be withdrawn " and the TDS is compulsory for all compensation payment to the ex land owner and more over the said land is dry land and not put into agriculture use at the time of acquisition and the execution petition filed by the Respondent/Petitioner/Claimant is neither maintainable under law nor on facts and deserves dismissal in limini for being vexatious, false and frivolous and at the same time this petitioner has got every right to get back the amount excessively paid from the Respondent/Petitioner/Claimant.

5. In this petition, Petitioner examined as PW1 and Ex.P1 marked. Respondent side no oral and documentary evidence let in by respondent side. Case records are perused.

**6. Point for determination:**

1. Whether the respondents liable to pay the amount as prayed by the

petitioner or not?

2. What order?

**7. DISCUSSION, DECISION, AND REASONS THEREOF:**

I have elaborately heard the learned Counsel for the Petitioner/Claimant/Land Owner and the learned Government Pleader for Land Acquisition Cases, and perused the entire records and materials placed before this Court.

**8. REASONS LEADING TO THIS PETITION:**

It is revealed from records that the 1st respondent herein (Special Tahsildar, TNHB, Semmandalam, Cuddalore, Land Acquisition) acquired an extent of 0.41.00 hectares of Land situated in S.No.2, 1.53.34 hectares of Land situated in S.No.10/2 total Hec 1.94.34 of Keelperumpakkam Village to implement the neighbourhood Scheme of the Tamil Nadu Housing Board. The petitioner is the Owner/Claimant of the said land, and he has filed this Execution petition to collect compensation from the respondent, as awarded by the Reference Court and enhanced by the Appellate Courts, failing which, attachment of the immovable property will be made. 1st respondent is the Special Tahsildar (Tamil Nadu Housing Board, Cuddalore), and the 2nd respondent is the Executive Engineer & ADO, Tamil Nadu Housing Board, Villupuram.

**9. LAOP CASE TRAJECTORY:**

Upon perusal of records, it is revealed that the execution proceedings arise out of the Land Acquisition to implement the neighbourhood Scheme of the Tamil Nadu Housing Board. The notification under Section 4(1) was published on 03.01.1992, and an Award No.13 of 1994 came to be passed on 30.12.1994 fixing the Market value at 7.35 sq.ft. along with statutory benefits. The land owner sought for a reference under Section 18 of the Act. Upon a reference being made, the learned 2nd Additional Subordinate Judge, Villupuram, took up the proceedings in LAOP 90 of 1996. The Referring officer deposited Rs.25,81,315/- into the reference court as per

the award. The reference Court, by its Decree and Judgment dated 22.12.2004, made in the above Original Petitions, enhanced the Market Value and fixing at 13.87 per sq.ft. and granted the statutory benefits viz., 30% solatium, 12% additional amount under section 23 (1-A), an interest at 9% for the first one year from the date of taking possession and at 15% for the subsequent period. The dissatisfied petitioner approached the Hon'ble High Court of Madras through first appeal AS No.854 of 2009, and the Referring officer preferred Cross objection No 73 of 2009. The Hon'ble High Court of Madras partly allowed the appeal vide its judgment dated 23.12.2009 and fixing the market value at 17.00 per sq.ft. Again, the land owner was dissatisfied with the order of the Hon'ble High Court of Madras, and preferred Civil Appeal before the Hon'ble Supreme Court of India in C. A. No 7318-7319/2013 and the Hon'ble Supreme Court partly allowed the appeal and modified the Hon'ble High Court judgment dated 23.12.2009 and fixing the market value at Rs.23/- and also held that the land owner entitled to other statutory benefits including solatium, additional compensation and interest in accordance with the provisions of the Act 1894 and directed the respondent authorities, the enhanced amount of compensation shall be deposited within 90 days from date of judgment dated 01.03.2023 and disbursed to the land owner forthwith.

#### **10. BACKGROUND AND DIRECTIVE OF THE HON'BLE HIGH COURT OF MADRAS:**

(7). The land owner filed this Execution Petition and was taken on file on 29.06.2012 as E.P No.147 of 2012 U/O 21 R 54 & 66 CPC, praying attachment of the immovable properties mentioned in the petition Schedule. This Executing Court directed the 1st respondents to pay a sum of Rs.75,33,863.03 by order dated 09.09.2021 and respondent challenged the said order before the Hon'ble High Court of Madras in CRP Nos 2290 to 2292, 2298 and 2306 of 2021 and the same was allowed with a direction to this court to give an opportunity to the respondent to file counter affidavit in execution petition, hear the parties and pass fresh orders.

Thereafter, the respondents filed a counter in the execution petition and also filed a calculation memo. Again, this court passed an order on 02.03.2022 directing the respondent to pay a sum of Rs.76,57,740.03 to the petitioner as on 24.11.2021, and on 01.07.2022, this court passed an attachment order. Against these orders the respondent preferred a CRP 3129 of 2022 before the Hon'ble High Court of Madras and both the order was set aside by the Hon'ble High Court of Madras by allowing CRP 3122 of 2022 vide its order dated 22.11.2022 and remanded back to this court to consider the memo of calculation filed by the petitioner as well as the respondent and to pass a fresh order on its own merits in accordance with law.

### **11. COMPLIANCE WITH HON'BLE HIGH COURT'S DIRECTIONS:**

In compliance with the aforesaid directive of the Hon'ble High Court:

- (a). The memo of calculation filed by the petitioner/ Decree Holder, dated 05.02.2025, marked as Ex.C1, and the respondents/Judgment Debtors, dated 20.03.2025, marked as Ex.C2, were placed on record.
- (b). Both parties were granted the opportunity to advance oral/written arguments on their respective memos on 21.06.2025 and 03.07.2025.
- (c). This court has independently applied its mind to the rival contentions, evidence, and applicable legal principles.

### **12. SUBMISSION OF THE PARTIES:**

12(1). Learned counsel for the petitioner would submit that the total land acquired by the 1st respondent was 2,09,096.62 Sq.ft for the public purpose on 20.02.1995. The requisition department did not fully satisfy the decree amount passed by the reference court and subsequently enhanced in appeal for payment of compensation to the owner of the said land for several years. In this land acquisition proceedings, a notification under Section 4 (1) of the Land Acquisition Act 1894 (for short 'the Act') was published on 03.01.1992. Thereafter, the 1st respondent passed Award No.13/1994 on 30.12.1994, awarding an amount of Rs.7.35 per sq ft, but the

petitioner herein, being a land owner, was dissatisfied with the award. The 1st respondent herein, however, referred Under Section 18 (1) of the Act before the 2nd Additional Subordinate Judge, Villupuram in LAOP No.90/1996 and the Original Petition was disposed of on 29.06.2005 enhancing compensation over and above what has been awarded by the Land Acquisition Officer from Rs.7.35 per Sq.ft. to 13.87 per Sqft. The petitioner preferred Second Appeal before the Hon'ble High Court of Madras in A.S. No.854/2009, and the Hon'ble High Court of Madras enhanced the compensation amount from Rs.13.87 per Sq.ft. to Rs.17.00 per sq.ft. vide its order dated 23.12.2009. The learned counsel for the petitioner would submit further that the claimant preferred Civil Appeal before the Hon'ble Supreme Court in C. A Nos.7318, 7319/2013 and the Hon'ble Supreme Court finally fixed the market value of the acquired properties as Rs.23.00 per sq.ft. on 01.03.2023.

12(2). Learned counsel for the petitioner would submit further that the petitioner preferred this execution petition initially before the Principal Subordinate Judge, Villupuram, for the realisation of the amount Rs.1,10,68,460/- due to them, failing which, attach the immovable properties mentioned in the petition belonging to the respondent and sell them. Learned counsel submits further that the respondent, during the pendency of the execution petition, the 2nd respondent deposited Rs.54,93,566/- on 16.04.2007 and 21.12.2011 Rs.33,14,201/- and finally Rs.97,87,602/- after deducting TDS, which is against law. Learned counsel submit further that since the acquired land was agricultural land, Income Tax could not be assessed for income tax, and the 2nd respondent also failed to furnish FORM-16-A to the petitioner within time to claim before the income tax department. Learned counsel for the petitioner submits further that to support the execution petition and the subsequently filed memo of calculation, the petitioner entered into the witness box and examined himself as PW1 and marked the calculation memo dated 06.01,2023 as Ex.P1. Learned counsel submits further that the memorandum of calculation filed by the respondent is contrary to the judgment and the law. Learned counsel submit

further that the compensation amount includes the market value payable under section 23(1), additional amount payable under section 23 (1-A), and solatium payable under section 23(2) of the Act. Learned counsel submits further that the interest on the compensation amount to be paid by the Collector under section 34 of the Act. Learned counsel submit further that the compensation amount include market value fixed under section 23(1) of the Act, the additional amount determined under section 23 (1-A) and Solatium worked out under section 23(2) as held by the Hon'ble Supreme Court and he relied on the decision of the Hon'ble Supreme Court in the case of Sundar Vs Union of India reported in 2002 (2) LW. 39. Learned counsel submit further that the respondent is calculating the interest on the market value only and excluding interest on solatium and other components of section 23 of the Act, which is contrary to the judgment of the Hon'ble Supreme Court. Learned counsel submits further that the calculation memo filed by the petitioner as of 5.2.2025 is in accordance with law, and he prays to accept the memo of calculation dated 5.2.2025 and reject the objection and the calculation memo filed by the 2nd respondent.

12(3). Per Contra, learned Government Pleader for LAOP cases submitted that the land in S.No.2, 10/2 an extent of 1.94.34 Hectare in Keelperumpakkam Village, Villupuram Taluk, was acquired for the Tamil Nadu Housing Board Schemes vide award no 13 of 1994 dated 30.12.1994 by the learned Land Acquisition officer at the rate of 7.35 per sq.ft. Learned GP submitted further that the claimant was not satisfied with the award, the matter was referred to the 2nd Additional Subordinate Judge, Villupuram, and the reference court enhanced the market value and refix it as 13.87 per sq.ft. The learned GP submitted further that to comply with the reference court order, Rs.54,93,866/- was deposited after deducting an IT of Rs.6,20,586/-. The learned GP submitted further that the petitioner claimant was not satisfied with the order of the reference court, preferred an appeal before the Hon'ble High court in AS 854 of 2009, and the market value was enhanced and refixed as Rs.17.00 per sq.ft in the order dated 21.11.2011. The order of t he Hon'ble High Court of Madras has been

complied by deposit of enhanced compensation of Rs.33,14,201 on 02.11.2011 after deducting IT Rs.3,80,560/-. Learned GP submitted further that the petitioner again preferred Civil Appeal before the Hon'ble Supreme Court in CA Nos 7318, 7319 of 2013 and enhanced the marker value and refixed as Rs.23.00 per sq.ft by its order dated 01.03.2023 and the order of the Hon'ble Supreme Court has complied by deposit of enhanced compensation of Rs.97,87,602/- on 9.11.2023 after deducting IT Rs.10,87,511/-. Learned GP submitted further that it is the mandatory duty of the 2nd respondent while depositing the enhanced compensation to deduct tax at source, and the 2nd respondent has no power to decide whether the acquired land is agricultural or not, and the claimant has the liberty to claim a refund from the IT department. Learned GP submitted further that the acquired land was taken over by the 2nd respondent only on 30.03.1995, but the claimant claimed that the date of taking possession on 20.02.1995. Learned GP submitted further that the claimant submitted an incorrect calculation with a wrong calculation on interest. Learned GP submitted further that the respondent paid 100 of % decree amount and is fully satisfied.

12(4). Heard the learned counsel for the petitioner and learned Government Pleader LAOP appearing for both the Respondents, and carefully perused the documents and materials available in the case records.

13. In this case, it is necessary to consider various amounts described in Section 23 of the Land Acquisition Act 1894. Section 23 of the Act refers to four distinct amounts:

*(i) The market value of the land on the date of publication of the notification under Section 4(1) of the Act is first and foremost of the six factors to be taken note of for determining the amount of compensation for the land acquired. It is the major component (and in most cases, the only component) of the compensation determined by the court under Section 23(1) of the Act.*

*(ii) Compensation to be awarded to a person for the acquired land, is to*

*be determined under Section 23(1) of the Act by taking into consideration six factors - (i) the market value of the land, on the date of publication of the notification under section 4(1) of the Act; (ii to iv) damage sustained by the person interested by reason of the taking of any standing crops or trees in the lands, or severing such land from his other land/s, or the acquisition injuriously affecting his other property or earnings; (v) the reasonable expenses incidental to the person interested being compelled to change the residence or place of business as a consequence of acquisition; and*

*(iv) the damage bona fide resulting from diminution of the profits of the land between the time of publication of the declaration under section 6 and the time of the Collector's taking possession of the land.*

*(iii) Additional amount at the rate of 12% per annum on such market value (for the period commencing on and from the date of publication of notification under Section 4(1) of the Act to date of award of the Collector or the date of taking possession of the land, whichever is earlier).*

*(iv) Solatium at 30% on such market value, in consideration of the compulsory nature of acquisition. While market value and compensation are factors to be assessed and determined by the court, no such judicial exercise is involved with regard to additional amount payable under Section 23(1A) and solatium payable under Section 23(2) as they are statutory benefits payable automatically at the rates specified in those sub-sections, qua the market price. No reasons need be assigned for the grant of an additional amount or solatium.*

14. Under the Land Acquisition Act 1894, a person who has acquired land under the said Act shall be awarded by the Land Acquisition Officer in the amount specified in Section 23 as mentioned above. The landowner may refuse to accept the market value determined by the Land Acquisition Officer after making the award. In case the landowner refuses, interest shall be calculated for the period during which the Court of Reference or the Court of Appeal determines the market value. For this purpose, it is necessary to refer to the relevant sections here.

***“28. Collector may be directed to pay interest on excess compensation:***

*If the sum which, in the opinion of the Court, the Collector ought to have awarded as compensation is in excess of the sum which the Collector did award as compensation, the award of the Court may direct that the Collector shall pay interest on such excess at the rate of [nine per centum] [Substituted by Act 68 of 1984, Section 18, for " six per centum" (w.e.f. 24.9.1984).] per annum from the date on which he took possession of the land to the date of payment of such excess into Court:[Provided that the award of the Court may also direct that where such excess or any part thereof is paid into Court after the date of expiry of a period of one year from the date on which possession is taken, interest at the rate of fifteen per centum per annum shall be payable from the date of expiry of the said period of one year on the amount of such excess or part thereof which has not been paid into Court before the date of such expiry.] [Inserted by Act 68 of 1984, Section 18 (w.e.f. 24.9.1984).]*

*[28-A. Re-determination of the amount of compensation on the basis of the award of the Court [Inserted by Act 68 of 1984, Section 19 (w.e.f. 24.9.1984).]*

*(1)Where in an award under this Part, the Court allows to the applicant any amount of compensation in excess of the amount awarded by the Collector under section 11, the persons interested in all the other land covered by the same notification under section 4, sub-section (1) and who are also aggrieved by the award of the Collector may, notwithstanding that they had not made an application to the Collector under section 18, by written application to the Collector within three months from the date of the award of the Court require that the amount of compensation payable to them may be re-determined on the basis of the amount of compensation awarded by the Court:*

*Provided that in computing the period of three months within which an application to the Collector shall be made under this sub-section, the day on which the award was pronounced and the time requisite for obtaining a copy of the award shall be excluded.(2)The Collector shall, on receipt of an application under sub-section (1), conduct an inquiry after giving notice to all the persons interested and giving them a reasonable opportunity of being heard, and make an award determining the amount of compensation payable to the applicants.*

*(3)Any person who has not accepted the award under sub-section (2) may, by*

*written application to the Collector, require that the matter be referred by the Collector for the determination of the Court and the provisions of sections 18 to 28 shall, so far as may be, apply to such reference as they apply to a reference under section 18.]*

### **15. Payment of interest:**

*When the amount of such compensation is not paid or deposited on or before taking possession of the land, the Collector shall pay the amount awarded with interest thereon at the rate of [nine per centum] [Substituted by Act 68 of 1984, Section 20, for " six per centum" (w.e.f. 24.9.1984).] per annum from the time of so taking possession until it shall have been so paid or deposited:*

*[Provided that if such compensation or any part thereof is not paid or deposited within a period of one year from the date on which possession is taken, interest at the rate of fifteen per centum per annum shall be payable from the date of expiry of the said period of one year on the amount of compensation or part thereof which has not been paid or deposited before the date of such expiry.] [Inserted by Act 68 of 1984, Section 20 (w.e.f. 24.9.1984).]”*

16. A perusal of Sections 23, 28, and 34 of the Land Acquisition Act, 1894 reveals that a person who has acquired land under the said Act is entitled to the following amounts under the said Act. (a) Compensation as determined under Section 23(1) of the Act (including the market value of the land referred to in the first factor and any damages/expenses referred to in the second to sixth factors under the said sub-section). (b) Solatium at 30% on the market value determined as the first factor under Section 23(1) of the Act as specified in Section 23(2). (c) An additional amount of 12% per annum on the market value of the land referred to in the first factor under Section 23(1) of the Act for the period commencing on and from the date of publication of notification under Section 4(1) of the Act to date of award of the Collector or the date of taking possession of the land, whichever is earlier as specified in Section 23(1-A). (d) Interest on the aggregate of (a), (b), and (c) above at the rate

of 9% per annum for the first year from the date of acquisition to the date of payment/deposit and 15% per annum for the remaining period.

17. Section 28 of the Act deals with interest on enhanced land compensation. When a Court determines that the compensation awarded by the Collector for land acquisition (LAO) was too low, and the rightful amount should have been higher, interest at 9% per annum is payable by the Collector (LAO) on the excess amount, starting from the date of taking possession of the land until the excess is deposited into Court. If the excess (or part of it) is not deposited within one year of taking possession. The interest rate increases to 15% per annum on the unpaid portion, from the day after the one-year period ends until payment. The provision hinges on a few key dates, each playing a distinct legal and financial role:

### **Legally Significant Dates in the Provision**

#### **i. Date of Possession by the Collector (LAO):**

This is the anchor point from which interest calculations begin. From this date, 9% per annum interest is applicable on the excess compensation determined by the court.

#### **ii. Expiry of One Year from Possession:**

If the excess compensation is not deposited into court within one year from taking possession. The interest rate on the unpaid amount escalates to 15% per annum, starting after that one-year period expires.

#### **iii. Date of Actual Payment of Excess into Court**

Marks the cut-off point for interest accrual. The duration for which interest (either 9% or 15%) is payable ends on this date.

#### **So, in summary:**

(i) From possession to payment within a year = 9% interest

(ii) From the end of year one to eventual payment = 15% interest on the delayed portion.

18. Section 34 ensures timely compensation through statutory interest. When the government takes possession of land but does not pay or deposit compensation simultaneously, it triggers a statutory obligation. 9% interest per annum is payable from the date of possession until actual payment or deposit is made. If the payment is delayed beyond one year from possession. The interest rate escalates to 15% per annum on the unpaid portion, starting from the day after one year period expires. The key Functions of this Provision are (i) disincentivize delay in compensation by imposing financial liability on the state, (ii). protects landowners' economic interests during the transition period of dispossession. (iii). affirms a principle of just compensation not only in quantum but in timing.

19. Upon careful analysis of the above-mentioned provisions, it is clear that Section 34 applies when the Collector (LAO) delays initial compensation at the time of taking possession, and Section 28 applies after court enhancement of compensation (i.e., post-judicial award). Section 34 automatically applies when there is non-payment at the time of taking possession; however, Section 28 comes into play only if the court awards a sum higher than the Collector originally did. According to Section 28, interest is on the excess amount determined by the court, but interest is on the entire awarded compensation not paid on time as per Section 34. The Initial interest Rate under Section 28 is 9% per annum from the date of possession to the date of payment into court, as per Section 34, 9% per annum from the date of possession to the actual payment or deposit. Enhanced interest rate is 15% per annum if the excess is not paid into court within 1 year from possession under Section 28, and the enhanced interest rate is 15% per annum if the total compensation is not paid/deposited within 1 year from possession as per Section 34.

20. As per the Land Acquisition Act 1894, the land owner is entitled to (a) compensation as fixed under section 23(1) of the Act, (b) solatium under section 23(1) of the Act, and (c) additional amount under section 23(1-A) of the Act.

However, there was a discrepancy in the calculation of interest under section 28. In *Union of India Vs Shri Ram Mehar and Ors* reported in 1973 (1) SCC 109, the three-judge Bench of the Hon'ble Supreme Court held that solatium cannot form part of the market value of the land. But a two-judge Bench of the Hon'ble Supreme Court in *Periyar & Pareekanni Rubbers Ltd vs State of Kerala* reported in 1991 (4) SCC 195 held that the appellant is entitled to interest on solatium. In *Mir Fazeelath Hussain & Ors vs Special Deputy Collector* reported in 1995 (3) SCC 208, wherein a three-judge Bench held that solatium is not a part of the ward and hence interest is not claimable thereon. In *Prem Nath Kapur & Anr vs National Fertilizers Corporation of India Ltd. & Ors* reported in (1995) Supp.5 SCR 790 a three judge Bench of the Hon'ble Supreme Court held that the expression "compensation" under Section 23(1) of the Land Acquisition Act, 1894 as amended by Act 68 of 1894 read in the context of Section 28 or 34 thereof, by necessary implication excludes solatium and that no interest is payable on solatium or on the additional amount under Section 23 (1) (A) of the Act. In other words, it was held that the liability to pay interest was only on the excess under section 26 or on appeal under Section 54 of the Act, over and above the amount awarded under Section 11 of the Act. It is apparent that there were divergent views even as between Benches of co-equal strength. In order to resolve the same, the Hon'ble Supreme Court constituted a Constitutional Bench and settled the issue in *Sundar vs Union of India* (supra) and held as follows.

*"22. In deciding the question as to what amount would bear interest under Section 34 of the Act, a peep into Section 31(1) of the Act would be advantageous. That sub-section says: "On making an award under section 11, the Collector shall tender payment of the compensation awarded by him to the persons interested entitled thereto according to the award, and shall pay it to them unless prevented by some one or more of the contingencies mentioned in the next sub-section." The remaining sub-sections in that provision only deal with the contingencies in which the Collector has to deposit the amount instead of paying it to the party concerned. It is the legal obligation of the Collector to pay "the compensation awarded by him" to*

*the party entitled thereto. We make it clear that the compensation awarded would include not only the total sum arrived at as per sub-section (1) of Section 23, but the remaining sub-sections thereof as well. It is thus clear from Section 34 that the expression "awarded amount" would mean the amount of compensation worked out in accordance with the provisions contained in Section 23, including all the sub-sections thereof.*

*23. The proviso to Section 34 of the Act makes the position further clear. The proviso says that "if such compensation" is not paid within one year from the date of taking possession of the land, interest shall stand escalated to 15% per annum from the date of expiry of the said period of one year "on the amount of compensation or part thereof which has not been paid or deposited before the date of such expiry". It is inconceivable that the solatium amount would attract only the escalated rate of interest from the expiry of one year and that there would be no interest on solatium during the preceding period. What the legislature intended was to make the aggregate amount under Section 23 of the Act to reach the hands of the person as and when the award is passed, at any rate as soon as he is deprived of the possession of his land. Any delay in making payment of the said sum should enable the party to have interest on the said sum until he receive the payment. Splitting up the compensation into different components for the purpose of payment of interest under Section 34 was not in the contemplation of the legislature when that section was framed or enacted."*

21. In the landmark Sundar's case, a five-judge bench ruled that landowners are entitled to interest on solatium and an additional amount. The Court held that "compensation" under Section 28 includes solatium determined under Section 23(2) and additional amount determined under Section 23 (1-A) of the Act. This decision overturned previous rulings that excluded solatium and an additional amount from interest calculations.

22. In Sundar's case, the Hon'ble Supreme Court has ruled in its judgment dated 19.9.2001 that land owners are entitled to get interest on solatium. In this juncture, it is relevant to refer the decision of Gurupreet Singh Vs Union of India,

(2006) 8 SCC 457 wherein it was held as follows:-

*“44. One other question was also sought to be raised and answered by this Bench, though not referred to it. Considering that the question arises in various cases pending in Courts all over the country, we permitted counsel to address us on that question. That question is whether in the light of the decision in Sunder (supra), the awardee/decree holder would be entitled to claim interest on solatium in execution though it is not specifically granted by the decree. It is well settled that an execution court cannot go behind the decree. If, therefore, the claim for interest on solatium had been made and the same has been negated either expressly or by necessary implication by the judgment or decree of the reference court or of the appellate court, the execution court will have necessarily to reject the claim for interest on solatium based on Sunder (supra) on the ground that the execution court cannot go behind the decree. But if the award of the reference court or that of the appellate court does not specifically refer to the question of interest on solatium or in cases where claim had not been made and rejected either expressly or impliedly by the reference court or the appellate court, and merely interest on compensation is awarded, then it would be open to the execution court to apply the ratio of Sunder (supra) and say that the compensation awarded includes solatium and in such an event interest on the amount could be directed to be deposited in execution. Otherwise, not. We also clarify that such interest on solatium can be claimed only in pending executions and not in closed executions, and the execution court will be entitled to permit its recovery from the date of the judgment in Sunder (September 19, 2001) and not for any prior period. We also clarify that this will not entail any re-appropriation or fresh appropriation by the decree-holder. This we have indicated by way of clarification also in exercise of our power under Articles 141 and 142 of the Constitution of India with a view to avoid multiplicity of litigation on this question.”*

23. The question that arose in Gurpreet Singh's case was what would happen in cases where the judgment was passed before the judgment in Sundar's case, and whether it would affect the cases where the execution was completed. While dealing

with such a situation, the Hon'ble Supreme Court held that in Gurpreet Singh's case, if the judgment of the reference court or the appellate court did not specifically address the question of interest on solatium or if the compensation claim was not made expressly or impliedly and rejected by the reference court or the appellate court, in cases where interest on compensation only was awarded, it would be open to the execution court to apply the rate in Sundar's case and the compensation awarded would include solatium and in such an event the interest on the amount cannot be ordered to be deposited in the execution. It was clarified that interest on solatium can be claimed only for pending executions and not for closed executions, and that the execution court has the power to allow it to be recovered from the date of the judgment in Sundar's case and not for any earlier period.

24. The Hon'ble Madras High Court in Saraswathi Ammal's case (The Executive Engineer vs Saraswathiammal, 27 September, 2018 in CRP (NPD) Nos. 3440 & 3441 of 2018) has held that the judgment in Gurpreet Singh's case applies only to the petitions seeking enforcement of the judgments passed before the date of Sundar's judgment, 19.9.2001, and does not apply to the awards given after the Sundar's judgment. For this reason, it is necessary to mention the paragraph of that judgment here.

*“16. I am unable to agree with the interpretation placed by Mr. Emilias, on this conclusion of the Hon'ble Supreme Court. This conclusion, of the Hon'ble Supreme Court, in my opinion, has to be restricted only to cases in which execution of the awards, made prior to the judgment in Sundar's case, were pending and not to awards which were passed after the judgment in sundar's case, wherein the award itself granted payment of interest on solatium and the additional market value.*

*17. As already pointed out, the awards of the Reference Court in these cases were passed in April 2005, and the awards specifically directed payment of interest on the solatium and the additional amount. The said grant was confirmed by this court in the Appeals and by the Hon'ble Supreme Court in the Civil Appeals. I therefore*

*do not think that para 44 of the judgment in Gurupreet Singh's case could be invoked by the Housing Board to deny interest on the solatium and the additional amount for the period between the date of taking possession and the date of judgment in Sundar's case. Hence, the first contention of the learned Additional Advocate General stands rejected."*

25. It is clear from the above-mentioned decision that the Supreme Court's interpretation in Gurupreet Singh and the fixed cut-off date for applying Sundar's case is limited to the execution of awards made before the Sundar judgment. It does not apply to cases where awards were made after Sundar, especially when those awards explicitly provided interest on solatium and the additional market value. It is further clear that the Claimants are entitled to receive interest on the solatium and additional amount for the period spanning from the date of land possession to the date of the Supreme Court's decision in the Sundar case, unaffected by the interpretation in paragraph 44 of Gurupreet Singh.

26. In this case, the reference court award was passed on 22.11.2004, after the Sundar's case. So, the cut-off date fixed in Gurupreet Singh's case does not apply to this case. Since this is an execution court, this court must execute the decree passed by the court. In these land acquisition proceedings, the award given by the land acquisition officer, the judgment and decree given by the reference court in the LAOP case filed against it, the judgment given in the appeal suit filed against it in the Madras High Court and finally the judgment given by the Hon'ble Supreme Court in the civil appeal case have to be carefully considered.

27. A careful consideration of all the above court decrees reveals that the land acquisition officer had fixed the market value of the land of the petitioner acquired on 30.12.1994 at Rs.7.35/-. It was enhanced to Rs.13.87 by the Reference court / 2nd Additional Subordinate court, Villupuram in the case LAOP 90/1996 in the judgment dated 29.06.2005. The Hon'ble High Court of Madras in A.S 854/2009 had enhanced

the market value to Rs.17/- in the judgment dated 23.12.2009. Finally, on 01.03.2023, the Hon'ble Supreme Court has fixed the market value at Rs.23/-.

28. There is no dispute on the above decree between the two parties. The land acquisition officer has deposited the amount fixed in the award in the court. In LAOP No.90/1996, the reference court enhanced the market value in its decree dated 29.06.2005, following the Sundar's case. Therefore, the respondent ought to have paid the enhanced compensation with market value at the rate of Rs.13.87 per square foot for the acquired land extent of 2.09.096.62 sq.ft, solatium 30% on the market value, additional amount at 12% per annum of the market value from the date of Section 4 (1) notification to date of award i/e 03.01.1992 to 30.12.1994, with interest for the principal compensation market value + solatium + additional amount at 9% per annum for the first year from the date of possession, and subsequently 15% per annum till the satisfaction. In the appeal, the Hon'ble High Court of Madras modified the market value at the rate of Rs.17/- on 23.12.2009 and the Hon'ble Supreme Court enhanced and fixed it at the rate of Rs.23/- on 01.03.2023.

29. Upon careful perusal, the Hon'ble Supreme Court of India fixed the fair and just compensation at Rs.23 per square feet, solatium at the rate of 30% and also awarded 12% of the additional market value. As far as the interest portion is concerned, on the market value of the acquired land, the additional amount, and the solatium were fixed at Rs. 9% from the date of taking possession for the one year and thereafter, at the rate of 15% per annum, till the date of realisation. Therefore, it is clear that the claimants are entitled to interest at the rate of 9% from the date of taking possession and thereafter, they are entitled to the interest at the rate of 15% per annum till the date of realisation on the market value, additional amount, and solatium. Accordingly, the petitioner is entitled to interest on the market value of the land fixed at Rs.23 per square feet as per section 23(1) of the Act+ 30% solatium on the market value as per section 23(2) of the Act + 12% additional market value as per section 23 (1-A) of the Land Acquisition Act.

30. In this regard, the learned counsel for the petitioner relied upon the judgment (2001) 7 SCC 211 (Sundar vs Union of India). As discussed above, the Hon'ble Supreme Court of India, while deciding the interest under Section 34 of the Land Acquisition Act, held that the amount of compensation was worked out in accordance with the provisions contained in Section 23, including all subsections thereof. Therefore, the petitioner is entitled to the interest for the award amount + 30% solatium and 12% of the additional market value of the land acquired by the respondents.

31. Accordingly, to satisfy the decree of the respective court, the respondent/judgment debtor paid some amount into the court. Firstly, on 16.04.2007, the 2nd respondent Rs.54,93,566 was deposited after deducting an IT of Rs.6,20,586. Secondly, Rs.33,14,201 on 21.12.2011 after deducting IT Rs.3,80,560. has been deposited. Finally, Rs.97,87,602 on 09.11.2023 after deducting IT Rs.10,87,511/- has been deposited. These facts are not in dispute. It is the contention of the petitioner/Decree Holder that the amount deposited was not to be appropriated towards the interest. Whereas, the judgment debtor contends that payments made by them have been credited and appropriation has to be made as per the decision of the Hon'ble Supreme Court of India reported in 2006 (8) SCC 457 (Gurpreet Singh vs Union of India). In Prem Nath Kapur and another Vs National Fertilizer Corpn. Of India Ltd and others reported in 1996 (2) SCC 71(2) the Hon'ble Supreme Court held that when the deposit is made towards the specified amounts, the claimant/owner is not entitled to deduct from the amount of compensation towards costs, interest, additional amount under Section 23 (1-A) with interest and then to claim the total balance amount with further interest. So, if the judgment debtor indicate while deposit the amount in to the court as it to be deduct only for principal compensation a landowner cannot reallocate the components of compensation deposited, such as costs, interest,

or the additional amount under Section 23(1-A), to artificially create a balance and then claim further interest on that recomputed balance. This position of law was subsequently approved by Hon'ble Constitution Bench of the Supreme Court of India in Gurpreet Singh Vs Union of India reported in 2006 (8) SCC 457. At this juncture, it is relevant to refer to the decision of the Hon'ble High Court of Madras that deals with the mode of appropriation, titled as The Additional Special Tahsildar, Adi Dravidar Welfare Department, (Land Acquisition Officer) Harur, Rep. by The District Collector, Dharmapuri. Vs R.M. Chinnaraj, (CRP. (NPD) No. 586 of 2017 & CMP. No 2981 of 2017 & Contempt Petition No 1407 of 2015 in CRP. (NPD). No. 2400 of 2014 dated 4.4.2019) wherein it was held after referring to those judgments as follows:

*7. From both the calculation memos, the enhancement amount and the rate of interest is not in dispute. The serial No.12 of the calculation memo filed by the revision petitioner tallies with the serial No.4 of the calculation memo filed by the respondent. Thereafter, the serial No.14 in the calculation memo of the revision petitioner also tallies with the serial No.6 of the calculation memo filed by the respondent. The mode of appropriation is different in both the calculation memos. According to the revision petitioner, the amount deposited shall be appropriated only to the principal. Whereas, it is the contention of the learned counsel for the respondent, the calculation memo is prepared as per the dictum of the Constitution Bench.*

*8. In the light of the above, now it is relevant to refer the judgment of the Constitution Bench Gurpreet Singh Vs. Union of India reported in 2006 (8) Supreme Court Cases 457, wherein the Honourable Supreme Court had approved the mode of appropriation indicated in the earlier judgment in Prem Nath Kapur and another Vs. National Fertilizers Corpn. Of India Ltd. and others reported in 1996 (2) Supreme Court Cases 71 (2), wherein the Honourable Supreme Court has held as follows :*

*“13. Thus we hold that the liability to pay interest on the amount of compensation determined under Section 23 (1) continues to subsist until it is paid to the owner or*

*interested person or deposited into court under Section 34 read with Section 31. Equally, the liability to pay interest on the excess amount of compensation determined by the Civil Court under Section 26 over and above the compensation determined by the Collector/Land Acquisition Officer under Section 11 subsists until it is deposited into court. Proprio vigore in case of further enhancement of the compensation on appeal under Section 54 to the extent of the said enhanced excess amount or part thereof, the liability subsists until it is deposited into court. The liability to pay interest ceases on the date on which the deposit into court is made with the amount of compensation so deposited. As held earlier, the computation of the interest should be calculated from the date of taking possession till the date of payment or deposit in terms of Section 34 or deposit into court in terms of Section 28, as the case may be.*

*14. Equally, the right to make appropriation is indicated by necessary implication, by the award itself as the award or decree clearly mentions each of the items. When the deposit is made towards the specified amounts, the claimant/owner is not entitled to deduct from the amount of compensation towards costs, interest, additional amount under Section 23 (1-A) with interest and then to claim the total balance amount with further interest. The ratio of Joginder Singh & Ors. v. State of Punjab & Anr. [AIR 1985 SC 382] has no application to the facts of this case. Right to compensation and the qualification thereof are two distinct concepts. The right to compensation arises when the land vests in the State while its qualification may be concluded at a later stage through several hierarchical stages referred to hereinbefore. The question therein was whether the High Court, while enhancing the compensation, would direct payment of interest on the enhanced amount at 4 per cent per annum. This Court held that the distinction made by the High Court in payment of interest from the date of taking possession till date of its judgment was incorrect. Accordingly, it directed payment of interest @ 6 per cent per annum on the enhanced compensation from the date of taking possession of the land till date of payment.”*

*9. The above judgment makes it very clear that when the deposit is made towards specified amounts, the claimant is not entitled to deduct from the same towards the costs, interest etc. The above judgment has been approved by the Constitution Bench. It is useful to refer to the relevant paragraphs of the judgment of the*

*Constitution Bench, which reads as follows :*

*“29. Let us now consider the scheme of the Land Acquisition Act, 1894 as amended by the Land Acquisition (Amendment) Act 68 of 1984. After the publication of the preliminary notification under Section 4 of the Act and after in hearing of objections, a declaration has to be made under Section 6 of the Act. The Collector is then to take the order for acquisition from the Appropriate Government or the officer authorized in that behalf by the Government. After completing the formalities contemplated and the enquiry made in terms of Section 11 of the Act, the Collector has to make an award indicating the true area of the land, the compensation which in his opinion should be allowed for the land and the apportionment of the compensation among the persons known or believed to be interested in the land. In making the award, the Collector shall be guided by Sections 23 and 24 dealing with matters to be considered in determining the compensation and matters to be excluded in determining the compensation as enjoined by Section 15 of the Act. Under Section 12 of the Act, the award becomes final as between the Collector and the persons interested and the Collector is to give notice of his award to persons interested. On making the award, the Collector may take possession of the land in terms of Section 16 of the Act. Under Section 31, on making an award under Section 11, the Collector shall tender payment of the compensation awarded by him to the persons interested entitled thereto according to the award, and shall pay it to them unless prevented by the contingencies referred to in Section 31 itself. Under Section 34 of the Act, when the amount of compensation awarded is not paid or deposited on or before taking possession of the land, the Collector shall pay the amount awarded with interest thereon at the rate of nine per cent per annum from the time of taking possession till it shall have been paid or deposited. But if the compensation or any part thereof is not paid within a period of one year from the date on which possession is taken, interest is payable at the rate of fifteen per cent per annum from the date of expiry of the said period of one year on the amount of compensation or part thereof which has not been paid or deposited before the date of such expiry. It is relevant to notice that on payment of the amounts thus due, the award made by the Collector stands satisfied.*

*30. A person interested, who is not satisfied with the amount of compensation awarded by the Collector is entitled to receive the amount under protest and could*

*apply to the Collector requiring him to refer the matter to the Court in terms of Section 18 of the Act. The Collector is then to make a statement to the Court and the Court is entitled to fix the compensation subject to Section 25 of the Act which provides that the amount of compensation awarded by the Court shall not be less than the amount awarded by the Collector under Section 11 of the Act. In fixing the compensation, the Court shall have regard to the matters referred to in Sections 23 and 24 of the Act. Under Section 26, every award shall be deemed to be a decree within the meaning of Section 2(2) of the Code of Civil Procedure and every reasoned award shall be deemed to be a judgment as defined in Section 2(9) of the Code of Civil Procedure. Under Section 27 of the Act, every award made by the Court shall also contain directions regarding the costs incurred in the proceedings in Court, the costs of the claimant found entitled to enhancement, normally to be borne by the Collector. Under Section 28 of the Act, the Court which has awarded compensation in excess of the sum which the Collector did award as compensation, may direct that the Collector shall pay interest on such excess at the rate of nine per cent per annum from the date on which he took possession of the land to the date of payment of such excess into Court. The proviso enjoins the Court to direct that where such excess or any part thereof is paid into Court after the expiry of a period of one year from the date on which possession is taken, interest at the rate of fifteen per cent per annum, shall be payable from the date of expiry of the said period of one year on the amount of such excess or part thereof which has not been paid into Court after the date of such expiry. Two aspects require to be noted. One is that the interest is payable only on the excess amount of compensation awarded by the reference court and the second is that interest on the enhanced amount awarded is payable from the date of taking possession at the rate of 9% per annum for the first year after taking possession and thereafter at 15% per annum till the deposit of the excess is made. This clearly indicates that there is no scope for the re-opening of the appropriation already made pursuant to the award. The other significant factor is that the award should specify the amount awarded as market value of the land separately and the other amount, if any, awarded under other heads of Section 23(1).*

32. *On the scheme of the Act, it is seen that the award of compensation is at different stages. The first stage occurs when the award is passed. Obviously, the*

*award takes in all the amounts contemplated by Section 23(1) of the Act, Section 23(1A) of the Act, Section 23(2) of the Act and the interest contemplated by Section 34 of the Act. The whole of that amount is paid or deposited by the Collector in terms of Section 31 of the Act. At this stage, no shortfall in deposit is contemplated, since the Collector has to pay or deposit the amount awarded by him. If a shortfall is pointed out, it may have to be made up at that stage and the principle of appropriation may apply, though it is difficult to contemplate a partial deposit at that stage. On the deposit by the Collector under Section 31 of the Act, the first stage comes to an end, subject to the right of the claimant to notice of the deposit and withdrawal or acceptance of the amount with or without protest.*

*33. The second stage occurs on a reference under Section 18 of the Act. When the reference Court awards enhanced compensation, it necessarily has to take note of the enhanced amounts payable under Section 23(1), Section 23(1A), Section 23(2), and interest on the enhanced amount as provided in Section 28 of the Act, and costs in terms of Section 27. The Collector has the duty to deposit these amounts pursuant to the deemed decree thus passed. This has nothing to do with the earlier deposit made or to be made under and after the award. If the deposit made, falls short of the enhancement decreed, there can arise the question of appropriation at that stage, in relation to the amount enhanced on the reference.*

*In paragraph no.36, the Constitution Bench has clearly held as follows :*

*“36. Can a claimant or decree holder who has received the entire amount awarded by the reference court or who had notice of the deposit of the entire amount so awarded, claim interest on the amount he has already received merely because the appellate court has enhanced the compensation and has made payable additional compensation? We have already referred to Order XXI and Order XXIV of the Code to point out that such a blanket re-opening of the transaction is not warranted even in respect of a money decree. Section 28 of the Act indicates that the award of interest is confined to the excess compensation awarded and it is to be paid from the date of dispossession. This is in consonance with the position that a fresh re-appropriation is not contemplated or warranted by the scheme of the Act. But if there is any shortfall at any stage, the claimant or decree holder can seek to apply the rule of appropriation in respect of that amount, first towards interest and costs and then towards the principal, unless the decree otherwise directs.”*

10. The above dictum makes it very clear that when there is a short fall at any stage, the claimant/decreed holder can seek to apply the rule of appropriation in respect of that amount, first towards interest and then towards principal, unless the decree otherwise directs. The paragraph no.50 of the above judgment approving the reasoning adopted in Prem Nath Kapur case, the Honourable Supreme Court has held as follows :

“50. It is true that the understanding of the expression "compensation awarded" for the purpose of Section 28 of the Act in Prem Nath Kapur (supra) was modified. To that extent one strand of reasoning in Prem Nath Kapur (supra) also stands discredited. But as we see it, on the question of appropriation, the decision in Sunder (supra) does not have such an impact as to compel us to jettison the reasoning adopted in Prem Nath Kapur (supra). Slightly deviating from the reasoning in Prem Nath Kapur (supra) we have indicated earlier that even going by Order XXI Rule 1 of the Code, the position would be as envisaged in Prem Nath Kapur (supra). That apart, we are inclined to respectfully agree with the reasoning in Prem Nath Kapur (supra) that on the wording of Section 34 and Section 28 of the Act read with and understood in the light of the stages of the award of compensation, the question of appropriation would be at different stages and a decree holder would not be entitled to reopen the entire transaction to claim a reappropriation of the amounts already received by him and appropriated at that particular stage. The reliance on the doctrine of merger does not enable the decree-holder to get over the scheme adopted by the Act.”

and finally in para 53, the Honourable Supreme Court has held as follows:

“53. Thus, on the whole, we are satisfied that the essential ratio in the Prem Nath Kapur (supra) on appropriation being at different stages is justified though if at a particular stage there is a shortfall, the awardee decree holder would be entitled to appropriate the same on the general principle of appropriation, first towards interest, then towards costs and then towards the principal, unless, of course, the deposit is indicated to be towards specified heads by the judgment debtor while making the deposit intimating the decree-holder of his intention. We, thus, approve the ratio of Prem Nath Kapur (supra) on the aspect of appropriation.”

11. From the dictum held in the Constitution Bench judgment, it is very clear that when the deposit made falls short of the enhancement of the decree, there arise a

*question of appropriation arises at this stage. Similarly, when there is short shortfall in the deposit, the amount paid shall be appropriated first only towards interest and cost and the balance towards principal.*

*12. Admittedly, in this case, a sum of Rs.7,11,133/- was deposited in Court on 07.09.2004, which is even below the interest calculated by the Subordinate Judge. Further, the amount deposited on 27.01.2010 and also 31.7.2013 as stated in the calculation memo not towards the specified heads as indicated in the Constitution Bench judgment and also the Prem Nath Kapur case. As long as the amount is not deposited towards the specified heads, now the judgment debtor cannot contend that it has to be adjusted only towards principal. In fact, in the first instance, when the amount was deposited on 07.09.2004, the amount was even below the interest rate. Even though there is a shortfall in interest. Similarly, in the deposits made by the judgment debtor, there is a shortfall. Further, there is no indication towards the specified head under which the amount is deposited. Therefore, I am of the view that the calculation memo filed by the respondent is correct. The judgment debtor is entitled to appropriate the deposited amount first towards interest and cost, and the balance towards principal as held in the Constitution Bench judgment.”*

32. It is clear from the decision referred to above that when the deposit made falls short of the enhancement of the decree, there arise a question of appropriation arises at this stage. Similarly, when there is a shortfall in the deposit, the amount paid shall be appropriated first only towards interest and cost, and the balance towards principal.

33. The inquiry revealed that there was a discrepancy in the appropriation of the amount so deposited; therefore, the memo of calculation filed by the petitioner on 05.02.2025 and the memo of calculation filed by the respondent on 20.03.2025 need to be carefully examined to ascertain whether the decree amount was fully satisfied or not.

#### **34. ANALYSIS OF MEMO OF CALCULATION FIELD BY THE DECREE**

**HOLDER:**

This Execution Petition has been filed by the petitioner/claimant to execute the decree passed in LAOP No.90 of 1996 dated 29.06.2005, subsequently modified by the Hon'ble High Court of Madras in A.S. No.854/2009 dated 23.12.2009. During pendency of the Execution petition the Hon'ble Supreme Court of India passed a final order in Civil Appeal Nos.7318-7319/2013 dated 01.03.2023. In pursuance of the final judgment of the Hon'ble Supreme Court dated 01.03.2023, fixing the market value of the acquired land at Rs.23 per square foot. The petitioner has filed a memo of calculation dated 05.02.2025 in support of the execution claim.

**35. The said memo has been examined, and the findings are as follows:****1. Principal Compensation:-**

(i) The acquired extent of land is 2,09,096.62 sq. ft.. Applying the rate of Rs.23 per sq. ft. as fixed by the Hon'ble Supreme Court, the market value is computed as  $Rs.2,09,096.62 \times Rs.23 = Rs.48,09,222/-$ , under Section 23(1) of the Land Acquisition Act, 1894. (ii) Solatium @30% under Section 23(2) amounts to  $Rs.48,09,222 \times 30\% = Rs.14,42,766$  (iii) Additional amount @12% per annum under Section 23(1-A), for the period from 03.01.1992 (4(1) notification) to 30.12.1994 (date of award) i.e., 1,093 days, is computed correctly as: (i) Leap year (364 days): Rs.5,73,953/- (ii). Non-leap year (729 days): Rs.11,52,632/-, and (iii). Total: Rs.17,26,585/-.

**(iv) Thus, the total enhanced compensation amounts to:**

Sl.No	Component	Amount (Rs.)
1	Section 23(1)	48,09,222
2	Section 23(2) (Solatium)	14,42,766
3	Section 23(1-A)	17,26,585
4	Total	79,78,573

(v) After deducting the amount already deposited by the Land Acquisition Officer (Rs.25,81,315), the enhanced compensation payable is Rs.53,97,258/-

## 2. Interest under Section 28 of the Act:

(vi) Interest for the first year (20.02.1995 to 19.02.1996) @ 9% is:  $\text{Rs.}53,97,258 \times 9\% = \text{Rs.}4,85,753$ . Petitioner had slightly understated it as  $\text{Rs.}4,84,422/-$ .

(vii) Interest from 20.02.1996 to 16.04.2007 @ 15% per annum: Leap year (1078 days):  $\text{Rs.}23,84,526/-$ , Non-leap year (3026 days):  $\text{Rs.}67,11,823/-$  Total:  $\text{Rs.}90,96,349/-$ . The Petitioner incorrectly calculated  $\text{Rs.}90,34,109/-$  without bifurcation.

(viii) Thus, the total interest up to 16.04.2007:

$\text{Rs.}4,85,753 + \text{Rs.}90,96,349 = \text{Rs.}95,82,102$ . But the petitioner has wrongly shown that the principal compensation is  $\text{Rs.}53,97,250/-$  and the total including interest is  $\text{Rs.}1,49,15,781/-$ .

(ix) A sum of  $\text{Rs.}54,93,566/-$  was deposited on 16.04.2007. As per settled law, the said amount must first be appropriated towards accrued interest, and not towards the principal. Since the interest due exceeded the deposit, no adjustment could be made against principal compensation. But instead of adding both the interest at 9% and the interest at 15%, the petitioner has added the principal compensation amount and shown it as  $\text{Rs.}1,49,15,781/-$  which is wrong.

## 3. Subsequent Interest Calculations:

(x) Interest from 17.04.2007 to 20.04.2011 @ 15%: Leap year (366 days):  $\text{Rs.}8,09,588$ , Non-leap year (1353 days):  $\text{Rs.}30,01,023/-$  Total:  $\text{Rs.}38,10,611/-$ . This is wrongly calculated by the petitioner and shown as  $\text{Rs.}37,88,425/-$  without bifurcation.

(xi) The following amounts were thereafter deposited: Rs.33,14,201 on 21.12.2011, Rs.97,87,602/- on 09.11.2023, TDS deducted: Rs.10,87,511/- Total Rs.1,08,75,113/-.

(xii) Interest from 22.12.2011 to 09.11.2023 @ 15%: Leap year (1,098 days): Rs.24,28,766/-, Non-leap year (3273 days): Rs.72,59,681/- Total: Rs.96,88,447/- But the petitioner wrongly stated this component as Rs.96,92,870/-.

(xiii) Interest from 10.11.2023 to 05.02.2025 @ 15%: Leap year (366 days): Rs.8,09,588, Non - leap year (88 days): Rs.1,95,188 Total: Rs.10,04,776, this is correctly calculated by the petitioner.

#### **4. Findings on Memo:**

Upon careful verification of the memo of calculation, this Court finds:

The principal compensation and statutory components under Sections 23(1), 23(1-A), and 23(2) have been correctly applied. The interest calculations under Section 28 are broadly accurate in terms of applicable rates and periods, though there are minor numerical inaccuracies. However, the manner of adjustment of deposits is erroneous, as the petitioner has failed to first appropriate payments toward accrued interest, resulting in inflated balances being claimed under principal and interest. The total outstanding dues as claimed by the petitioner in the execution petition are therefore not entirely correct, and recalculation is necessary to determine the actual amount payable in accordance with law.

#### **5. Overall Observations:**

Principal compensation and statutory benefits (23(1), 23(1-A), 23(2)) are correctly calculated. Interest calculation has minor arithmetic errors and conceptual errors in the treatment of deposits—i.e., interest must be settled first, then the remaining deposit adjusted against enhanced compensation, but interest for the period 1995 to 2023 is not properly computed. The petitioner's total dues figures of Rs.97,18,971/- is

inaccurate due to the flawed methodology of summing and deducting without proper sequencing. Therefore, the petitioner's memo dated 05.02.2025 reflects overall diligence in computing compensation but contains some minor computational errors and a crucial procedural mistake in prioritizing the adjustment of deposits. Interest dues must be offset first, in line with judicial precedents and Section 34/28 of the Act. With proper sequencing and correction of small miscalculations, the final payable amount would be more accurate and legally tenable. So, the memo of calculation filed by the petitioner, dated 05.02.2025, is a partially acceptable one.

### **36. ANALYSIS OF MEMOS OF CALCULATION FILED BY THE JUDGMENT DEBTOR:**

The Execution Petition is filed for the enforcement of the decree passed in LAOP No.90 of 1996. The 2nd respondent has filed a memo of calculation dated 20.03.2025 with respect to the compensation amount, interest, and deposits made. The said memo has been examined, and the following findings are recorded:

#### **1. Error in Land Area Conversion:**

The 2nd respondent has stated that the acquired land measuring 1.94.34 Hectares is equivalent to 209188 sq.ft., whereas the correct conversion comes to 209096.62 sq.ft. This discrepancy is significant as the entire compensation calculation hinges on the extent of acquired land. The 2nd respondent, therefore, has proceeded on an erroneous foundational figure, undermining the correctness of the entire memo.

#### **2. Computation Based on Incorrect Date of Possession:**

The 2nd respondent has assumed the date of taking possession as 30.03.1995, without filing any supporting document. However, the records of the original LAOP proceedings, particularly the delivery receipt, clearly establish the date of possession as 20.02.1995. Hence, the interest computation starting from 30.03.1995 is factually

and legally incorrect.

### **3. Incorrect Methodology of Interest Calculation:**

While calculating interest, the 2nd respondent has repeatedly applied interest only on the market value component, excluding solatium and additional amount under Sections 23(2) and 23(1-A) of the Land Acquisition Act, 1894. This practice is in direct violation of the law laid down by the Hon'ble Supreme Court, which mandates that interest is payable on the entire compensation, including solatium and additional amount.

### **4. Contravention of Supreme Court's Judgment in Gurpreet Singh v. UOI (2006) 8 SCC 457:**

The 2nd respondent's memo demonstrates that the amounts deposited on 16.04.2007, 21.12.2011, and 09.11.2023 were adjusted collectively against both principal and interest, without following the priority mandated in the Gurpreet Singh judgment. As per the said precedent:

“When an amount is deposited without specifying the head, it must be first adjusted toward interest, then cost, and only then toward principal compensation.”

This cardinal rule has been violated, rendering the respondent's accounting method legally untenable.

### **5. Deficiency in TDS Documentation:**

Though TDS deductions were made from the amounts deposited on three occasions, the 2nd respondent has only filed Form 16A for the deduction made on 09.11.2023. No Form 16A has been filed for the TDS on earlier deposits dated 16.04.2007 and 21.12.2011. This omission raises serious doubts regarding due compliance with Income Tax regulations and the rightful credit of such deductions to the landowner's PAN account.

**6. Improper Notice and Deposit Application:**

Each time a deposit was made, the 2nd respondent has failed to notify the decree holder about: (i). The fact of deposit, (ii). The purpose or head (interest/principal) to which the deposit was to be applied. This omission violates principles of natural justice and Order XXI Rule 1 of CPC, especially when deposits are claimed to be made in satisfaction of a decree.

**7. Interest Not Computed Separately for Leap and Non-Leap Years:**

In violation of settled computation practices, the respondent has not bifurcated leap years and non-leap years while calculating interest. This leads to inexact figures, particularly over long durations, thereby undermining the accuracy of accrued interest.

**8. Final Set of Calculations Lacks Transparency:**

Though the 2nd respondent, in the memo, has referred to the final enhanced market value of Rs.12,55,128/-, solatium, and additional amounts totalling to Rs.20,82,276/-, and calculated interest of Rs.1,08,75,113/-, there is no clear disclosure of the base amount on which 9% and 15% interests were computed. This lack of clarity renders the final computation opaque and unreliable.

**9. Summary of Incorrect Practices by 2nd Respondent:**

Wrong land extent (2.09.188 sq.ft. instead of 209096.62 sq.ft.). Wrong date of possession (30.03.1995 instead of 20.02.1995). Interest calculated only on the market value (excluding solatium/additional amount). Violation of the Gurpreet Singh principle for deposit adjustment. No Form 16A filed for TDS deducted in 2007 and 2011. Deposits made without notice or proper application toward decree components. No segregation of leap and non-leap years in interest calculation. Non-transparent final interest calculation without base amount disclosure

**10. Overall Observation:**

In view of the above discrepancies, this Court is of the view that the memo of calculation filed by the 2nd respondent dated 20.03.2025 is: (i). Factually erroneous (ii). Legally unsustainable (iii). Not in accordance with binding judicial precedents. Accordingly, the said memo of calculation is liable to be rejected.

37. It is the admitted fact in this case that a sum of Rs.54,93,566 after deducting TDS Rs.6,20,586/- was deposited in Court on 16.04.2007, which is even below the interest calculated by the petitioner/Decree Holder. Further, the amount deposited on 21.12.2011 and also 09.11.2023, as stated in the calculation memo not towards the specified heads as indicated in the Constitution Bench judgment and also the Prem Nath Kapur's case. As held by the Hon'ble High Court of Madras in Additional Special Tahsildar, Adi Dravidar Welfare Department (supra), as long as the amount is not deposited towards the specified heads, now the judgment debtor cannot contend that it has to be adjusted only towards principal. In fact, in this first instance, when the amount was deposited on 16.04.2007, the amount was even below the interest rate. Even there is a shortfall in interest. Similarly, in the deposits made by the judgment debtor on 21.12.2011 and 09.11.2023, there was a shortfall. Further, there is no indication of the specified head under which the amount is deposited. Therefore, this court is of the view that the calculation memo filed by the decree Holder is correct with a modification of the calculation. The judgment debtor is entitled to appropriate the deposited amount first towards interest and cost, and the balance towards principal, as held by the Constitution Bench judgment and relied on by our Hon'ble High Court of Madras in the Additional Special Tahsildar's case referred to supra.

38. As discussed above, although the mode of appropriation in the memo of calculation filed by the petitioner is as per the decision of the case of the Additional

Special Tahsildar, Adi Dravidar Welfare Department, (supra) the calculation is wrong in doing the calculation, so if petitioner is directed to file a revised memo of calculation, further delay will occur. This execution petition is pending since 2012, at this juncture, it is necessary to refer to the decision of the Hon'ble High Court of Madras in the case of Sarada Rajagopalan vs The Sub -Collector (25.11.2009) and K.G. Krishnamurthy vs the sub -Collector (25.4.2014) with regarding to the calculation itself has been worked out by the court to avoid delay and to give a quietus to the case. The relevant extract of the Sarada Rajagopalan vs The Sub-Collector (25.11.2009) judgment is as follows:

*19. On a careful consideration of respective contentions, and also taking note of the fact that the Appeal No.1101 of 1993 has been dismissed by judgment of this Court dated 12.07.2001 and further, that Cross Objection 90 of 1996 has been allowed by this Court and added further, after going through the order passed by the Executing Court in E.P.No.32 of 2003, this Court is of the considered view that the observations made by the Executing Court that " there is difference in regard to the amount shown in the memo of calculation and that of the one shown in the petition and therefore, it is dismissed by the Execution petition on the ground that the memo of calculation filed by the Revision petitioners is wrong one" are not a valid and correct one in the eye of law. Further this Court opines that if the memo of calculation filed by the Revision petitioners is not a correct one, then the Executing Court, instead of dismissing the Execution petition, ought to have directed the petitioners to file a fresh memo of calculation in regard to the amount due to be paid to the petitioners by the respondents herein or it should have also worked out a memo of calculation by itself by taking the aid of the office through Chief Ministerial Officer viz. Sheristadar. But unfortunately, such a procedure has not been resorted to by the Executing Court, and this has resulted in a miscarriage of justice. However, on a conspectus of over all assessment of the facts and circumstances of the present case, in a cumulative and integrated manner, this court on the basis of Equity, Fair Play and Good Conscience and as a matter of Prudence, sets aside the order passed by the Executing Court*

*in E.P.No. 32 of 2003 and allows the Civil Revision petition in the interest of justice by means of issuing an appropriate direction to the Executing Court to restore E.P.No.32 of 2003 to its file and to decide the same afresh on merits dispassionately uninfluenced with any of the observations made by this court in this Revision and in accordance with law, after providing due opportunities to the respective parties to let in oral or documentary evidence as the case may be, if so advised, and if exigency of situation so requires. The parties are directed to file a fresh memo of calculation as on date on their side and to present before the Court effectively and efficaciously and the Executing Court shall dispose of the Execution Petition No.90 of 1993 by passing a reasoned order on merits within a period of three weeks from the date of receipt of copy of this order and to report compliance to this Court without fail.”*

39. The relevant extract of the K.G. Krishnamurthy vs the sub-Collector (25.4.2014) judgment is as follows:

*“21. As the case has been pending for quite a long time, this Court feels that instead of remanding the matter to the Court below, the calculation itself has been worked out by this Court to avoid any further delay and to give a quietus to this case.*

*22. As mentioned above, due to the delay on the part of the respondents in depositing the compensation amount in time, a huge amount was made to be paid by the exchequer than the actual compensation amount. This court is unhappy with the manner in which the officials of the respondents have dealt with this case, especially in the matter of depositing the compensation amount. This only shows that the officials of the respondents are not familiar with the nuances of law, at least in the matter of calculating and depositing the compensation amount in time. With the result, the lands which were sought to be acquired by issuing the notification under Section 4 (1) of the Land Acquisition Act during 1986 and acquired subsequently is dragging on till this date relating to payment of compensation amount. Therefore, there will be a direction to the respondents to deposit/pay the sum of Rs.11,08,234/- mentioned above towards compensation payable to the petitioners within a period of four weeks from the date of receipt of a copy of this order without*

any further delay and to avoid any further payment of interest.

23. In the light of the calculation arrived at by this Court, mentioned supra, the Civil Revision Petition is partly allowed. No costs. The respondents are directed to deposit/pay the sum of Rs.11,08,234.00 before the court below without any further interest, within a period of four weeks from the date of receipt of a copy of this order. If the amount is not deposited within four weeks, as ordered above, then the respondents have to pay/deposit the amount of Rs.11,08,234.00 with future interest at the rate of 15% per annum, which the respondents shall avoid.”

40. In view of the above judgments, to avoid any further delay and to give a quietus to this case, this court has decided to conduct a proper calculation and has worked out as follows:

### CALCULATION WORKED OUT BY COURT

#### WORKED OUT BY COURT

Sl.No	Description	Amount
1.	Section 4(1) Notification Date: 03.01.1992	
2.	Date of Possession: 20.02.1995	
3.	Award No. 13/1994: 30.12.1994	
4.	Date of Reference Court Decree (LAOP No. 90/1996): [29.06.2005]	
5.	Hon'ble High Court Judgment in A.S. No. 854/2009 & C.O. No.73/2009: 23.12.2009	
6.	Hon'ble Supreme Court Judgment in Civil Appeal Nos.7318-7319/2013: 01.03.2023	
	<b>Enhanced Compensation Computation</b>	<b>(Rs)</b>
7.	Market Value (209096.62 x Rs.23)	48,09,222
8.	Additional Amount @ 12% p.a. on Rs.48,09,222/- (03.01.1992–30.12.1994)	17,26,585
9.	Solatium @ 30% on Market Value Rs.48,09,222/-	14,42,766
10.	<b>Total Enhanced Compensation (7+8+9)</b>	<b>79,78,573</b>

11.	Less: Amount Already Deposited by LAO			25,81,315
12.	<b>Balance Enhanced Compensation</b>			53,97,258
<b><u>Interest Calculations</u></b>				
	<b>Period</b>	<b>Rate</b>	<b>Days Leap year / Non- Leap year</b>	<b>Interest (Rs)</b>
13.	20.02.1994 – 19.02.1996	9%	365 (Non-leap)	4,85,753
14.	20.02.1996 – 16.04.2007	15%	1078 days (leap) + 3026 days (non- leap) Total = 4104 days	23,84,526 + 67,11,823 ----- 90,96,349 -----
15.	<b>Total Interest Till 16.04.2007</b>	—	—	4,85,753 + 90,96,349 ----- 95,82,102 -----
16.	Deposit on 16.4.2007	—	—	54,93,566
17.	Less: Rs.54,93,566 Deposit on 16.04.2007 <b>(First)</b> from Interest pending as on 16.04.2007	—	—	95,82,102.00 – 54,93,566.00 ----- 40,88,536.00 -----
18.	Balance deposit amount after adjust interest if any			0.00
19.	Balance Interest After 16.04.2007	—	—	40,88,536.00
20.	Enhanced Compensation Pending After 16.04.2007	—	—	53,97,258.00
21.	<b>Total Balance as on 16.04.2007</b>	—	—	94,85,794.00
<b>Continue Interest on Rs.53,97,258.00/-</b>				
	<b>Period</b>	<b>Rate</b>	<b>Days</b>	<b>Interest (Rs.)</b>

			<b>Leap year / Non- Leap year</b>	
22.	17.04.2007 – 20.12.2011	15%	366 days (leap) + 1353 (non-leap) =Total 1719 days	8,09,588.00 30,01,023.00 ----- 38,10,611.00 -----
23.	Total Interest Till 21.12.2011	—	—	40,88,536.00+ 38,10,611.00 ----- 78,99,147.00 -----
24.	Less: Rs.33,14,201 Deposit on 21.12.2011 (First) from balance Interest.	—	—	78,99,147.00- 33,14,201.00 ----- 45,84,946.00 -----
25.	Balance deposit amount after adjusting interest, if any			0.00/-
26.	Balance Interest after 21.12.2011	—	—	45,84,946.00
27.	Enhanced Compensation Pending After 21.12.2011			53,97,258.00
28.	<b>Total Balance as on 21.12.2011</b>			99,82,204.00
	<b>Continue Interest on Rs.53,97,258.00/-</b>			
	<b>Period</b>	<b>Rate</b>	<b>Days Leap year / Non- Leap year</b>	<b>Interest (Rs.)</b>
29.	Interest from 22.12.2011 – 09.11.2023	15%	1098 days (leap)+ 3273 days (non- leap) =Total 4401 days	24,28,766.00 72,59,681.00 ----- 96,88,447.00 -----
30.	Total Interest as on 09.11.2023	—	—	45,54,946.00+ 96,88,447.00 ----- 1,42,73,393.00 -----
31.	Less: Rs.1,08,75,113	—	—	1,42,73,393.00 - 1,08,75,113.00

	Deposit on 09.11.2023 (First) from Interest			----- 33,98,280.00 -----
32	Balance deposit amount after adjust interest if any			0.00
33.	Balance Interest after 09.11.2023	—	—	33,98,280.00
34	Enhanced Compensation Pending After 09.11.2023			53,97,258.00
35	<b>Total Balance as on 9.11.2023</b>			87,95,538.00
	<b>Continue Interest on Rs.53,97,258.00/-</b>			
	<b>Period</b>	<b>Rate</b>	<b>Days Leap year / Non- Leap year</b>	<b>Interest (Rs.)</b>
36.	Interest from 10.11.2023 – 05.02.2025	15%	366 days (leap) + 88 days (non-leap) = Total 454 days	8,09,588.00 1,95,188.00 ----- 10,04,776.00 -----
37.	<b>(Total Interest as on 05.02.2025</b>	—	—	33,98,280.00 10,04,776.00 ----- 44,03,056.00 -----
38.	Enhanced Compensation Pending	—	—	53,97,258.00
39.	<b>Final Outstanding as on 05.02.2025</b>	—	—	<b>98,00,314.00/-</b>

Accordingly, this Court, exercising powers under Section 151 CPC to avoid further multiplicity of proceedings and delay in the execution of the decree, fixes the total amount due and payable by the respondents/judgment debtors as Rs.98,00,314.00/- as on 05.02.2025, inclusive of enhanced compensation and

statutory interest.

In the light of the calculation arrived at by this court, mentioned supra, this execution petition is partly allowed. No cost. The respondents/judgment debtors are directed to deposit/pay the sum of Rs.98,00,314.00/- before the court within one month from the date of this order. Since the calculation has been made, adding interest up to 05.02.2025, the respondent shall deposit the sum along with further interest at 15% per annum on Rs.53,97,258/- from 06.02.2025 till the date of deposit. Failing which, an attachment order will be passed. Call on: 11.08.2025

Dictated to the Steno-Typist directly to be typed by her in computer, corrected and pronounced by me in Open Court, this the 10<sup>th</sup> day of July 2025.

Principal Subordinate Judge,  
Villupuram.

**Enclosure :**

**List of Petitioner side Witness**

PW1 - Jayabal

**List of Petitioner side Exhibit:-**

Ex.P1 - 06.01.2023 Calculation memo

**List of Respondents side Witness and Exhibit:-**

-Nil-

Principal Subordinate Judge,  
Villupuram.