



WEB COPY



W.P.No.25005 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 13.09.2023

CORAM

THE HONOURABLE MR.JUSTICE S.M.SUBRAMANIAM

W.P.No.25005 of 2023
and
W.M.P.No.24428 of 2023

1.P.Periyanayagam

2.S.Bilavendiran

... Petitioners

Vs

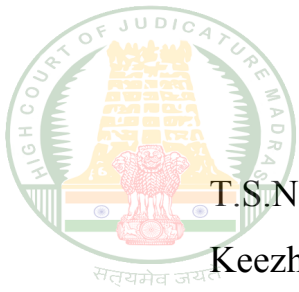
1.The Deputy General Manager,
Oil and Natural Gas Corporation Ltd,
Cauvery Asset: Land Acquisition Section,
Neravy Complex, Karaikal – 609 604.

2.The Southern Railways,
Karaikal to Peralam Broad Gauge Railway Scheme,
Indian Railways,
Trichirapalli Division.

3.The Special Tahsildar,
Land Acquisition Section,
Oil and Natural Gas Corporation Ltd,
CP, Neravy.

... Respondents

Prayer: Writ Petition filed under Article 226 of the Constitution of India for issuance of a Writ of Mandamus, directing the respondents to deliver the vacant possession of Petitioner's land measuring 00-08-65 comprised in



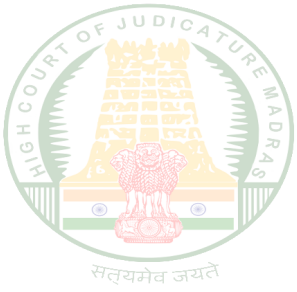
W.P.No.25005 of 2017

T.S.No.2/2/B/1 and land measuring 00-17-00 in T.S.No.2A in Block No.2 of Keezhavoor Village, Thirunallar Taluk, Karaikal or direct the first respondent to pay compensation by acquiring the aforesaid land under the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013.

For Petitioners	: M/s.Vinoth Ravi
For R3	: Mr.M.Nirmal Kumar, Government Advocate (Puducherry)
For R2	: Mrs.V.Sudha [For Railways]

ORDER

The relief sought for in the present writ petition is to direct the respondents to deliver the vacant possession of the petitioners land measuring 00-08-65 comprised in T.S.No.2/2/B/1 and land measuring 00-17-11 in T.S.No.2A in Block No.2 of Keezhavoor Village, Thirunallar Taluk, Karaikal or direct the 1st respondent to pay compensation by acquiring the aforesaid land under the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013.



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2. The petitioner states that they have executed a lease agreement with the 1st respondent/Oil Natural Gas Corporation Limited. Based on the lease, the 1st respondent is using the land, in turn the 1st respondent permitted the 2nd respondent to use the pathway for construction of subway. The agreement between the respondents 1 and 2 are stated as under in the counter affidavit filed by the 2nd respondent.

“2. The respondent railways proposed new line project between Peralam and Karaikal. The said project is under progress and the tentative target to complete the project will be by December 2023. The respondent railways constructed major bridges, minor bridges and limited use subways along the proposed new line project and all the bridges have been completed except 2 nos and some limited use subways are in progress including the LUS at disputed location

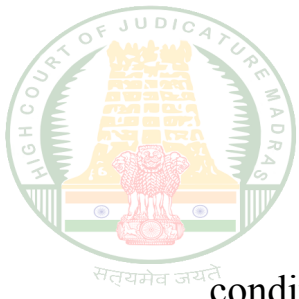


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3. *As per the requisition from ONGC, Karaikal the 1st respondent herein, a limited use subway has been proposed and now under progress at Railway Chainage 18,147.79 (m) in between Thirunallar and Karaikal on the Railway land on Deposit terms. The 1st respondent ONGC/Karaikal agreed with respondent railways for the tentative estimate value of Rs.2.88 crores on deposit terms for the above LUS work. The work of construction of twin box of size (6.00m x 4.50m) as requested by ONGC is in progress. The General Arrangement Drawing for the sub way is countersigned by the ONGC authorities and the subway work is in progress as per the General Arrangement Drawing. The proposed limited use subway is being built across the railway land and the approach shall be re-graded on the disputed land to merge with the proposed road level at the sub way location in railway land.”*



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3. Therefore, the petitioner if aggrieved in respect of the lease conditions against the 1st respondent, they have to approach the Competent Forum for the purpose of redressal of their grievances. The 2nd respondent is in noway connected with the agreement between the petitioners and the 1st respondent and if at all the petitioners are of the opinion that the lease conditions are followed by the 1st respondent, they have to approach the Competent Forum, since it is a contractual obligation between the parties and the writ Court cannot try any other proceedings for the purpose of granting the relief. Accordingly, the petitioner is at liberty to approach the appropriate forum for the purpose of redressal of their grievances.

4. Accordingly, the Writ Petition stands disposed of. No costs.
Consequently, connected Miscellaneous Petition is closed.

13.09.2023
(1/2)

veda/jeni
Index : Yes
Speaking order
Neutral Citation : Yes



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To
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S.M.SUBRAMANIAM, J.

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