

S U P R E M E C O U R T O F I N D I A
RECORD OF PROCEEDINGS

Petition(s) for Special Leave to Appeal (C) No(s). 2611-2622/2025

[Arising out of impugned final judgment and order dated 11-09-2024 in LAA No. 185/2017 11-09-2024 in LAA No. 78/2018 11-09-2024 in LAA No. 79/2018 11-09-2024 in LAA No. 149/2018 11-09-2024 in LAA No. 152/2018 11-09-2024 in LAA No. 186/2017 11-09-2024 in LAA No. 414/2017 11-09-2024 in LAA No. 415/2017 11-09-2024 in LAA No. 419/2017 11-09-2024 in LAA No. 157/2020 11-09-2024 in LAA No. 252/2020 11-09-2024 in LAA No. 141/2020 passed by the High Court of Kerala at Ernakulam]

THE STATE OF KERALA

Petitioner(s)

VERSUS

SURESH KUMAR K S & ORS.

Respondent(s)

[ONLY IA IN CONNECTED MATTERS ARE LISTED UNDER THIS ITEM.]

WITH

SLP(C) No. 9665-9666/2025 (XI-A)
FOR APPROPRIATE ORDERS/DIRECTIONS ON IA 181293/2025
IA No. 181293/2025 - APPROPRIATE ORDERS/DIRECTIONS

SLP(C) No. 10377/2025 (XI-A)
FOR APPROPRIATE ORDERS/DIRECTIONS ON IA 181169/2025
IA No. 181169/2025 - APPROPRIATE ORDERS/DIRECTIONS

Date : 12-08-2025 These petitions were called on for hearing today.

CORAM :

HON'BLE MRS. JUSTICE B.V. NAGARATHNA
HON'BLE MR. JUSTICE K.V. VISWANATHAN

For Petitioner(s) : Mr. Harshad V. Hameed, AOR
Mr. Dileep Poolakkot, Adv.
Ms. Ashly Harshad, Adv.

Mr. Nishe Rajen Shonker, AOR
Mrs. Anu K Joy, Adv.
Mr. Santhosh K, Adv.
Mr. Alim Anvar, Adv.

For Respondent(s) : Ms. Jyoti Dastidar, AOR

Mrs. Devika A.l., Adv.
Mr. Mohammed Sadique T.A., AOR

UPON hearing the counsel the Court made the following

O R D E R

SLP (C) Nos. 2611-2622/2025

De-tag from SLP(C) Nos. 9665-9666/2025 and 10377/2025.

Adjourned.

I.A No. 181293/2025 in SLP(C) Nos. 9665-9666/2025

Learned counsel for the respective parties submitted that a joint application under Order XXIII Rule 1 (actually Rule 3) of the Code of Civil Procedure, 1908 read with Article 142 of the Constitution of India for seeking a conclusion of these proceedings in terms of the Settlement Agreement/compromise arrived at between the parties dated 22.05.2025, has been filed.

Learned counsel for the respective parties submitted that these special leave petitions may be disposed of in terms of the said Settlement Agreement.

We have taken on record the joint application filed by the parties and perused the same. The Settlement Agreement reads as under -

" SETTLEMENT AGREEMENT

1. Shri Suresh, s/o Shri Sankarankutty, aged 55 years, of Kavintekizhakkathil, Edakulangara P.O, Kallelibhagom, Karunagappally Taluk, Kollam Dist, now residing at Amal Nivas, Edakulangara P.O, Kallelibhagom, Karunagappally Taluk, Kollam Dist., Kerala ... Party 1

1. Smt Mini, w/o Shri Suresh, aged 52 years, of Kavintekizhakkathil, Edakulangara P.O,

Kallelibhagom, Karunagappally Taluk, Kollam Dist, now residing at Amal Nivas, Edakulangara P.O, Kallelibhagom, Karunagappally Taluk, Kollam Dist., Kerala ... Party 2

3. Kerala Feeds Limited, Kallettumkara, Thrissur, represented by its Managing Director Shri Shibu AT, s/o Shri Aravindakshan A, aged 55 years, residing at Green Villa, Mullassery, Karakulam P.O, Thriuvananthapuram Dist., Kerala.

Whereas the LAO, Kollam had acquired land in the ownership of the 1st and 2nd Parties in Kallelibhagom, Karunagappally, Kollam District, after issuing a 4(1) notification under Land Acquisition Act 1894 vide LAC no 41/2009-10 and transferred the same to the 3rd Party for establishment of their Cattle Feed Plant in 2009-10.

Whereas an amount of Rs.53349/- had been paid to the 1st and 2nd parties towards value of the said land at the time of acquisition of the same, which the parties had accepted under protest and filed Land Acquisition Reference (LAR) case for enhancement before the Sub Court Kollam vide LAR 16/2011

Whereas the Sub Court had vide its final judgment in the above LAR granted enhancement of Rs.608154 plus additional interest of 15% on enhanced compensation to the parties 1 and 2

Whereas the 3rd Party had filed appeal vide LAA 282/2017 before the Hon. High Court against the verdict of the Sub Court in LAR 16/2011

Whereas the 1st and 2nd Parties had filed Execution petition no.132/2017 before the Sub Court for execution of the order of the Sub Court in LAR 16/2011

Whereas the said LAA 282/2017 has been disposed by the Hon. High Court on 04.12.2024 and aggrieved by this order of the Hon. High Court, the 3rd Party has filed appeal (Special Leave Petition) vide SLP(C) No.9665-9666 of 2025 before the Hon Supreme Court, praying to set aside the order of the Hon. High Court.

Whereas Shri. Suresh had been engaged on temporary Daily Wage basis as nominee of Parties 1 & 2 and the proposal for approval for

appointment to permanent post is pending with the Government vide File noF2/130/2015/AH.

AND WHEREAS the parties hereto confirm and declare that they have voluntarily and of their own free will arrived at this Settlement Agreement

The following settlement has been arrived at between the Parties to the SLP(C)no.9665-9666 of 2025 hereto:

1.A compensation amount calculated as follows shall be received by the 1st and 2nd Party as full and final settlement for their claim for enhanced land value as per the referred LAC.

55% increase in land value +

Solatum @ 30% on this increased land value +

12% enhancement u/s 23(1A) (for period as permitted by court in LAR judgment) +

9% interest for 1 year (for period as per permitted by court in LAR judgment) +

15% interest for remaining period upto 30.11.2019.

The Total compensation will be Rs.104424 calculated till 30.11.2019.

2.The amount of final settlement shall be net of the amount already received by the 1st and 2nd Party, if any, through attachment in connected EP case no 132/2017. In cases where excess amount has been received by the 1st and 2nd party in connected EP in excess of the compromise amount; they shall refund the excess amount to the company within the period of 18 months from the date of this settlement. Compromise amount as on 30.11.2019 due to the parties shall be paid within 3 months within date of this settlement.

3.As directed by the Government vide letter no F2/130/2015-AH dated 25.04.2025, this agreement shall be forwarded to Government for considering permanent engagement for Shri Amal Suresh, who is the son of Shri Suresh who was engaged on Daily wage basis at the Karunagappally Unit of the 3rd Party, as nominee of the 1st and 2nd party under the said LAC. His permanent

engagement shall be considered in worker/workman posts, based on his qualification. The appointment letter in permanent vacancy shall be issued to him/her within a year of the date of this agreement with the approval of Government.

4. Upon settlement agreement for the full compensation amount and permanent engagement as stated above, the 1st and 2nd Party shall withdraw the EP case no 132/2017 and any other connected cases filed with Sub, Court, Kollam.

5. This settlement agreement shall be submitted before the Supreme Court in SLP (C) No. 9655-9666 of 2025 and the court may be requested to record the compromise under Order 23 Rule 1 of the Civil Procedure Code and pass a compromise decree modifying the judgment of the High Court of Kerala in the Land acquisition Appeal case no. 282/2017.

The parties undertake to do all acts necessary for complying with the terms and condition of the present Settlement Agreement.

The Parties have entered upon and signed the present Settlement Agreement, out of their free-will, without coercion and without any undue influence. The Parties have been made understood the contents of the present Settlement Agreement in their vernacular language and they admit the same to be true and correct.

That the parties undertake before the Hon'ble Court to abide by the terms and conditions set out in the agreement and not to dispute the same hereinafter in future."

On perusal of the same, we find that there is no legal impediment in accepting the terms of the Settlement Agreement inasmuch as we find that the same are lawful.

In the circumstances, the joint application is allowed.

The special leave petitions are disposed of in terms of the settlement arrived at between the parties.

Learned counsel for the respective parties submitted that a joint application under Order XXIII Rule 1 (actually Rule 3) of the Code of Civil Procedure, 1908 read with Article 142 of the Constitution of India for seeking a conclusion of these proceedings in terms of the Settlement Agreement/compromise arrived at between the parties dated 22.05.2025, has been filed.

Learned counsel for the respective parties submitted that this special leave petition may be disposed of in terms of the said Settlement Agreement.

We have taken on record the joint application filed by the parties and perused the same. The Settlement Agreement reads as under -

"" SETTLEMENT AGREEMENT

1. Smt Geetha, w/o Remanan, aged 51 years, residing at Madathil Vadakkethil, Thodiyoor, Karunagappally Taluk, Kollam Dist., Kerala
... Party 1

2. Kerala Feeds Limited, Kallettumkara, Thrissur, represented by its Managing Director Shri Shibu AT, s/o Shri Aravindakshan A, aged 55 years, residing at Green Villa, Mullassery, Karakulam P.O, Thriuvananthapuram Dist., Kerala.
... Party 2

Whereas the LAO, Kollam had acquired land in the ownership of the 1st party in Kallelibhagom, Karunagappally, Kollam District, after issuing a 4(1) notification under Land Acquisition Act 1894 vide LAC no 41/2009-10 and transferred the same to the 3rd Party for establishment of their Cattle Feed Plant in 2009-10.

Whereas an amount of Rs.182912 had been paid to the 1st Party towards value of the said land at the time of acquisition of the same, which the party had accepted under protest and filed Land Acquisition Reference (LAR) case for enhancement before the Sub Court Kollam vide LAR 45/2010

Whereas the Sub Court had vide its final judgment in the above LAR granted enhancement of Rs.347736/- plus additional interest of 15% on enhanced compensation to the 1st Party

Whereas the 2nd Party had filed appeal vide LAA 44/2018 before the Hon. High Court against the verdict of the Sub Court in LAR 45/2010

Whereas the 1st Party had filed Execution petition no.164/2017 before the Sub Court for execution of the order of the Sub Court in LAR 45/2010

Whereas the said LAA 44/2018 has been disposed by the Hon. High Court on 04.12.2024 and aggrieved by this order of the Hon. High Court, the 2nd Party has filed appeal (Special Leave Petition) vide SLP(C) No.10377 of 2025 before the Hon Supreme Court, praying to set aside the order of the Hon. High Court.

Whereas Shri. Remanan had been engaged on temporary Daily Wage basis as nominee of 1st Party and the proposal for approval for appointment to permanent post is pending with the Government vide File no F2/130/2015/AH.

AND WHEREAS the parties hereto confirm and declare that they have voluntarily and of their own free will arrived at this Settlement Agreement

The following settlement has been arrived at between the Parties to SLP(C)no.10377 of 2025 hereto:

- 1.A compensation amount calculated as follows shall be received by the 1st Party as full and final settlement for their claim for enhanced land value as per the referred LAC.

55% increase in land value +

Solatum @ 30% on this increased land value +

12% enhancement u/s 23(1A) (for period as permitted by court in LAR judgment) +

9% interest for 1 year (for period as per permitted by court in LAR judgment) +

15% interest for remaining period upto 30.11.2019.

The Total compensation will be Rs...357860 calculated till 30.11.2019.

2. The amount of final settlement shall be net of the amount already received by the 1st Party, if any, through attachment in connected EP case no 164/2017. In cases where excess amount has been received by the 1st party in connected EP in excess of the compromise amount; they shall refund the excess amount to the company within the period of 18 months from the date of this settlement. Compromise amount as on 30.11.2019 due to the parties shall be paid within 3 months within date of this settlement.
3. As directed by the Government vide letter no F2/130/2015-AH dated 25.04.2025, this agreement shall be forwarded to Government for considering permanent engagement for Shri Rahul R who is the son of Shri Remanan who was engaged on Daily wage basis at the Karunagappally Unit of the 2nd Party, as nominee of the 1st party under the said LAC. His permanent engagement shall be considered in worker/workman posts, based on his qualification. The appointment letter in permanent vacancy shall be issued to him/her within a year of the date of this agreement with the approval of Government.
4. Upon settlement agreement for the full compensation amount and permanent engagement as stated above, the 1st Party shall withdraw the EP case no 164/2017 and any other connected cases filed with Sub, Court, Kollam.
5. This settlement agreement shall be submitted before the Supreme Court in SLP (C) No.10377 of 2025 and the court may be requested to record the compromise under Order 23 Rule 1 of the Civil Procedure Code and pass a compromise decree modifying the judgment of the High Court of Kerala in the Land acquisition Appeal case no. 44/2018.

The parties undertake to do all acts necessary for complying with the terms and condition of the present Settlement Agreement.

The Parties have entered upon and signed the present Settlement Agreement, out of their free-will, without coercion and without any undue influence. The Parties have been made understood the contents of the present Settlement Agreement in their vernacular language and they admit the same to be true and correct.

That the parties undertake before the Hon'ble Court to abide by the terms and conditions set out in the agreement and not to dispute the same hereinafter in future."

On perusal of the same, we find that there is no legal impediment in accepting the terms of the Settlement Agreement inasmuch as we find that the same are lawful.

In the circumstances, the joint application is allowed.

The special leave petition is disposed of in terms of the settlement arrived at between the parties.

(NEETU SACHDEVA)
ASTT. REGISTRAR-cum-PS

(DIVYA BABBAR)
COURT MASTER (NSH)

