



2023/KER/47014

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE MR. JUSTICE GOPINATH P.

FRIDAY, THE 4TH DAY OF AUGUST 2023 / 13TH SRAVANA, 1945

WP(C) NO. 2271 OF 2023

PETITIONER:

CIBY GEORGE
AGED 56 YEARS, S/O.BABU GEORGE, FLAT C-0101, AWHO,
SILVER SAND ISLAND, VYTTILA P.O, ERNAKULAM DISTRICT,
KOCHI- 682 019, PIN - 682019

BY ADV CIBY GEORGE (Party-In-Person)

RESPONDENTS:

- 1 KOCHI METRO RAIL LIMITED
REPRESENTED BY THE MANAGING DIRECTOR, JLN STADIUM
METRO STATION , 4TH FLOOR, KALOOR, ERNAKULAM- 682017,
PIN - 682017
- 2 ARMY WELFARE HOUSING ORGANISATION
REPRESENTED BY THE MANAGING DIRECTOR, SOUTH HUTMENTS,
KASHMIR HOUSE, RAJAJI MARG, NEW DELHI - 110011, PIN -
110011
- 3 ZILA SAINIK WELFARE OFFICER
PRESIDENT, ZILA SAINIK WELFARE OFFICER AND DISTRICT
COLLECTOR CIVIL STATION, KAKKANAD, ERNAKULAM - 682030,
PIN - 682030
- 4 DISTRICT COLLECTOR
EXECUTIVE MAGISTRATE AND DISTRICT COLLECTOR CIVIL
STATION, KAKKANAD, ERNAKULAM - 682030, PIN - 682030
BY ADVS.
M.U.VIJAYALAKSHMI M U
GEORGE CHERIAN
K.JAJU BABU (SR.) (K/116/1981)
P.T.MOHANKUMAR (K/78/1983)
RAJESH CHERIAN KARIPPAPARAMBIL (K/000301/1995)

THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION
ON 04.08.2023, THE COURT ON THE SAME DAY DELIVERED THE
FOLLOWING:



'C.R.'

J U D G M E N T

The petitioner is a retired Army Officer. He purchased an apartment in a residential complex put up by the Army Welfare Housing Organisation (hereinafter referred to as 'AWHO') and known as '*AWHO CHANDERKUNJ*' at Silver Sand Island, Vyttila, Ernakulam District. The AWHO is stated to be an organisation completely under the management and control of the Indian Army. According to the petitioner, the petitioner had purchased the apartment together with undivided rights in the land on which the apartment was constructed in the month of May 2018. The petitioner has approached this court with a grievance that without the knowledge of the petitioner and other apartment owners, about 30 cents of land forming part of the larger extent of 4.24 Acres on which several apartment blocks have been constructed by AWHO had been taken over and used by the Kochi Metro Rail Limited (KMRL) without subjecting the land to any process of acquisition under the provisions of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 (In short 'the 2013 Act') and without the payment of any compensation.

2. The petitioner has filed several complaints before the AWHO and to the KMRL and has also sought details from KMRL regarding the authority given to them to occupy the land in question. The petitioner also approached the District Collector, who also acts as the Zila Sainik Welfare Officer and also sought the exercise of jurisdiction of the District Collector as Executive Magistrate to evict the illegal encroachments etc. The petitioner also addressed the AWHO to remove all encumbrances over the land in question on account of illegal occupation by the



KMRL. Though not relevant for the purposes of this case, the petitioner also claims to have filed a criminal complaint against the AWHO alleging serious incidents of cheating, criminal breach of trust etc., in the execution of the project for the construction of the residential apartment complex in question. The petitioner has thereafter approached this court by filing the above writ petition and seeking the following reliefs;

- “1. *Issue a Writ of Mandamus or any other Writ, order or direction commanding the First Respondent to take action on Exts.P8, P9, P10 and 12 complaints pending and grant redress within a time frame.*
2. *Issue a Writ of Mandamus or any other Writ, order or direction commanding the Second Respondent to take action on Exts.P2, P4, P15 to P19 complaints pending and grant redress within a time frame.*
3. *Issue a Writ of Mandamus or any other Writ, order or direction commanding the Third Respondent to take action on Exts.P13 and P14 complaints pending and grant redress within a time frame.*
4. *Pass any other Writ, order or direction as the Hon'ble court may deem fit in the fact and circumstances in favour of the complainant.”*

3. The petitioner appears in person. He contends that the entire sequence of events leading to the occupation of the land by the KMRL and the construction activities carried out by KMRL clearly indicate that the action of the KMRL in occupying the land without any permission or legal authority is illegal and unsustainable in law. He submits with reference to the pleadings in the reply filed to the counter affidavit filed by the KMRL that, the KMRL has no case that there was any notification or proceedings under the 2013 Act enabling the 1st respondent to occupy and use the land for its own purposes. It is submitted that the reliance placed by the 1st respondent on Ext.R1 (a) communication itself shows that the



AWHO had initially asked for compensation of Rs.2.64 Crores. It is submitted that Exts.P25 and 26 documents produced, along with the reply filed to the counter affidavit filed by the KMRL show that the AWHO had clearly asked for compensation. It is submitted that Exts.P35 and P36 letters indicate that the only proposal on paper at that time was that the land would be taken over subject to payment of compensation. It is submitted that under the Memorandum of Understanding (MoU) thereafter proposed to be executed between the AWHO and KMRL (after giving up the earlier arrangements whereby compensation would be payable by KMRL for the land required for the purposes of its project), a completely new arrangement had been entered to /proposed which provided for handing over the land free of cost on condition that the KMRL would at its cost construct a Foot Over Bridge from the Vyttila Metro Station / Mobility Hub to the apartment complex crossing the water channel along with KMRL Via-duct for the easy passage of residents of the apartment complex to the Vyttila Metro Station and the Mobility Hub. It is submitted that the said MoU itself is very vague and provides for the construction of a Foot Over Bridge in 3 months, which was practically an impossibility. It is submitted that the MoU contains vague and absurd clauses, and at any rate, it is illegal as in every contract, '*time is the essence of contract*'. It is submitted that in such circumstances, even disregarding the contentions taken in the counter affidavit filed by the 1st respondent that the land would now be made subject matter of acquisition, and compensation would be paid to owners of the land, this court must direct the 1st respondent to immediately vacate the land by demolishing the pillars constructed on it to enable the passage of the Metro through



the Via-duct. In other words, it is contended that this court should not close its eyes to gross illegality and permit the 1st respondent to continue in illegal occupation of the land, and notwithstanding the fact that the Metro project has already been completed, all constructions must be demolished and the land must be handed over back to the apartment owners who have undivided interests over it.

4. Sri. Jaju Babu, the learned Senior Counsel appearing for the 1st respondent on the instructions of Adv. M.U. Vijayalakshmi refers to the counter affidavit filed in this court by the 1st respondent. It is submitted that the land in question, which was part of the land then belonging to the AWHO, was required for the purposes of completing the Metro Project. It is submitted that the AWHO vide Ext.R1 (a) communication had agreed that the possession of the land required for the KMRL would be handed over subject to the payment of the compensation demanded therein at a later stage. It is submitted that thereafter there was a change of proposal, and it was later agreed that the land would be handed over free of cost provided the KMRL constructs, at its cost, a foot-over bridge over the Kaniyampuzha River for providing to the residents of the apartment complex easy access to the Vyttila Metro Station / Mobility Hub. It is submitted that the proposal was accepted in principle by the 1st respondent, and thereafter, the 2nd respondent AWHO itself had requested that the land acquisition proceedings be dropped. Reference is made in this regard to Ext.R1 (d) letter dated 22-12-2017. It is submitted that thereafter it was informed by the AWHO that the land in question was allotted to individual flat owners (264 in number), and therefore, the AWHO does not have full ownership over the land. It is submitted that the conveyance to



individual flat owners was after the AWHO had permitted the KMRL to take possession of the property and to construct the necessary pillars etc., on the land in question. It is submitted that the General Body of the Apartment Owners Association had thereafter taken a decision to hand over the land free of cost subject to the following conditions.

“(a). KMRL shall construct a Foot Over Bridge from the Vyttila Metro Station/Mobility Hub to the Chanderkunj Army Towers (AWHO land) for free passage of residents of the above Chanderkunj Army towers (without any payment of licence fee).

(b) KMRL shall allow the residents of Army towers to use the Via-duct area to be utilized for children play area without any construction of permanent structures.

(c) KMRL shall allow Chanderkunj Army Tower residents to pass through freely Via-duct area to the other side where a piece AWHO/UDSL land is situated.”

It is submitted that the petitioner was also a member of the Executive Committee of the Apartment Owners Association at that time, and no objection was raised to the aforesaid proposal. It is submitted that Exts.R1 (i) and R1 (j) documents indicate that the land was agreed to be transferred free of cost subject to the conditions extracted above from Ext.R1 (g) communication. It is submitted that all except two members of the Association had agreed to the proposal, and since there was no consensus, the proposal did not fructify. It is submitted that the concurrence of all the apartment owners was necessary as the title to the land had by then been transferred to the individual apartment owners, all of whom had an undivided interest in the land. It is submitted that owing to the inordinate delay in executing the necessary documents, the proposal for taking over the land free of cost subject



to compliance with conditions set out in Ext.R1 (g) has not fructified, and the KMRL has now decided to acquire the land as per the provisions of the 2013 Act. It is submitted that the Apartment Owners Association had filed W.P (C) No.34427/2019 before this court essentially seeking the implementation of the proposals contained in Ext.R1 (g). It is submitted that the said writ petition has been closed by this court, taking note of the submissions made on behalf of the KMRL that the land will now be the subject matter of acquisition under the provisions of the 2013 Act. It is submitted that there is not even a prayer in the writ petition for demolishing the works carried out by the KMRL on the land in question and for handing over the land back to the common ownership of the owners of apartments in the apartment complex.

5. Having heard the submissions of the petitioner and the learned Senior Counsel appearing for the 1st respondent, I am of the view that the petitioner is clearly not entitled to any relief in this writ petition. The documents produced along with the counter affidavit of the 1st respondent clearly indicate that the 1st respondent was permitted to occupy the land pending finalization of the compensation amount which the AWHO initially claimed. The documents also indicate that thereafter a totally different proposal, i.e., to provide a Foot Over Bridge connecting the apartment complex and the Vyttila Metro Station / Mobility Hub and crossing the Kaniyampuzha River in lieu of providing compensation for land, was mooted. However, owing to the objection raised by two among the 264 apartment owners, the said proposal did not fructify. On finding that the proposal for the free surrender of land (subject to the condition that KMRL would provide a



Foot Over Bridge) did not fructify on account of the objections of 2 out of the 264 apartment owners, the KMRL has now decided to subject the land already occupied by it to a process of acquisition under the provisions of the 2013 Act. The right of the State to exercise its power of eminent domain for acquiring the land for the purposes of the 1st respondent is not in dispute. Considering the fact that the land has already been utilized by the 1st respondent and considering the fact that the Right to Property is no longer a Fundamental Right, the facts and circumstances of this case compel me to hold that the petitioner and other apartment owners will not be prejudiced in any manner if the land is now made the subject matter of acquisition and compensation is paid to the persons entitled to the same in accordance with the provisions of the 2013 Act.

THE NATURE OF JUDICIAL DISCRETION

6. That KMRL could not have occupied any land belonging to private parties (here, the AWHO / Apartment Owners) without subjecting the said land to a process of acquisition is not in dispute. However, in the peculiar facts of this case, the said finding does not mean that this Court must grant relief to the petitioner since the grant of relief under Article 226 is discretionary, and even if the applicant for a writ has made out a case for grant of the relief sought it can be withheld. The only exception, perhaps, is the writ of *habeas corpus* which issues *ex debito justitiae*. The writ of *prohibition* may also be sought as of right as the writ issues from a Court of superior jurisdiction to a court or tribunal of inferior jurisdiction to keep them within the bounds of their jurisdiction. However, the writs of *certiorari* and *mandamus* are clearly discretionary. The constitutional justification and the



jurisprudential basis for retaining discretion with the constitutional courts to refuse relief (even if a ground has been made out) is supervening public interest. Lord Justice Bingham's illuminating lecture to the Administrative Law Bar Association, the revised text of which was published under the title "**Should public law remedies be discretionary**"¹, argues that the discretion must be retained subject to the condition that "...the rules for its exercise (are) clearly understood". The lecture - starts thus:-

"If any of us were buttonholed in the street by an intellectually curious Martian who asked what was meant by "the rule of law" - an expression he had observed much used in some of the more pretentious journals - our definition might be more or less incoherent. But it would, I think, include as an important element the requirement that the rights and obligations of citizens should depend on clear rules publicly stated and not on the whims, prejudices or predilections of the individual decision-maker. "Where law ends, tyranny begins." If the Martian were to ask how in the public law sphere these rights and obligations were now enforced in English law, we would, with great confidence regale him with an account of judicial review, Order 53 and the boom town that the Crown Office List has become, perhaps garnished with a reference to Lord Diplock's judicial lifetime. So, the Martian persists, where unlawful conduct in the public law sphere is shown to have occurred or to be threatened, according to clear rules publicly stated, relief must follow as a matter of right and not of the judge's discretion? "Well, no, not exactly," we reply, perhaps with a little less confidence, acknowledging that public law remedies are for the most part discretionary. Understandably puzzled, the Martian puts his final question, which I take as the title of this lecture: Should public law remedies be discretionary? To this I would answer: "Well, yes, probably, in some cases, up to a point, provided the discretion is strictly limited and the rules for its exercise clearly understood." Disgusted with this tortuous and



heavily qualified answer, the Martian stumps off, and we may all share a sense of relief that he will not reappear.

I hope, however, that his final question is worth asking and deserves some consideration. The judge in a civil law country would not, I think, claim such a discretion. The French administrative judge can annul for vice de forme if an essential procedural requirement has been broken, as can the European Court under Article 173 of the EEC Treaty, and this involves a judgment whether the procedural requirement broken is in truth essential. Similarly, in evaluating the legality of measures de police the French judge must make a judgment on proportionality, and the doctrine of erreur manifeste d'appréciation requires him to assess whether the erreur is manifeste. And it may be that a civilian judge will exercise a discretion without acknowledging it as such. It is, however, my impression that a continental lawyer would raise an eyebrow at the notion that a remedy for a proven abuse of power should be discretionary.”

The author defines judicial discretion thus:-

"..... an issue falls within a judge's discretion if, being governed by no rule of law, its resolution depends on the individual judge's assessment (within such boundaries as have been laid down) of what it is fair and just to do in the particular case. He has no discretion in making his findings of fact. He has no discretion in his rulings on the law. But when, having made any necessary finding of fact and any necessary ruling of law, he has to choose between different courses of action, orders, penalties or remedies he then exercises a discretion. It is only when he reaches the stage of asking himself what is the fair and just thing to do or order in the instant case that he embarks on the exercise of a discretion.”

In the facts of this case, the only prayers made in this writ petition are those which are extracted above. None of these prayers seek a direction from this court to the competent authorities to remove the 'encroachment by KMRL' and to demolish the



construction activities carried out by the KMRL on the property in question though such a prayer was made during the course of arguments, in this court. Now, even if there were such relief prayed for, it would not be proper in the totality of the facts and circumstances of this case to grant such a relief as substantial public interest will be affected if a direction is issued to the authorities to demolish all constructions made on the land in question. The metro viaduct rests on pillars erected on the said land. Where the grant of relief would be detrimental to good administration, relief can be withheld. (See *R v. Dairy Produce Quota Tribunal for England and Wales, ex parte Caswell*²). Further, as already found, the petitioner and other apartment owners will not be prejudiced in any manner if compensation is paid for the land taken over by the 1st respondent under the provisions of the 2013 Act. They also cannot object to the State exercising its right of eminent domain. Therefore, in the exercise of the discretion vested in this Court, I refuse relief to the petitioner. This writ petition fails, and it is accordingly dismissed. However, taking note of the statement made by the 1st respondent that the 1st respondent has already requested the revenue authorities to initiate land acquisition proceedings in respect of the land in question, there will be a direction to respondents 1 and 4 to ensure that the land acquisition proceedings are completed in accordance with the law within an outer time limit of 12 months from the date of receipt of a certified copy of this judgment.

Sd/-
GOPINATH P.
JUDGE

AMG

**APPENDIX OF WP (C) 2271/2023**

PETITIONER EXHIBITS

- Exhibit P1 TRUE COPY OF THE LAND TAX RECEIPT DATED 20.10.2018 ISSUED BY NADAMA VILLAGE OFFICER TO THE PETITIONER IN RESPECT OF THE UNDIVIDED SHARE OF THE PROPERTY.
- Exhibit P2 TRUE COPY OF APPLICATION DATED 30.5.2019 SENT TO AWHO REQUESTING TO REMOVE THE ENCUMBRANCE IN THE LAND.
- Exhibit P3 TRUE COPY OF NOTICE ADDRESSED TO AWHO DATED 16.12.2020 CALLING UPON AWHO TO REMOVE THE ENCUMBRANCE IN THE LAND
- Exhibit P4 TRUE COPY OF APPLICATION ADDRESSED TO AWHO DATED 06.12.2021 REQUESTING TO REMOVE ENCUMBRANCE IN THE LAND.
- Exhibit P5 TRUE COPY OF APPLICATION DATED 10.10.2022 ISSUED TO KMRL REQUESTING KMRL TO PROVIDE THE AUTHORITY IF ANY, UNDER WHICH KMRL HAS ILLEGALLY OCCUPIED THE PETITIONER'S LAND.
- Exhibit P6 PHOTOGRAPH SHOWING THE MISLEADING DEMARCATION OF THE BOUNDARY WALL AT THE TIME OF GIVING POSSESSION OF THE PETITIONER'S JOINT PROPERTY.
- Exhibit P7 PHOTOGRAPH SHOWING ACTUAL BOUNDARY SHOWN IN YELLOW DOTTED LINE AND KMRL'S THREE PILLARS WITHIN THE ACTUAL BOUNDARY OF THE PETITIONER'S JOINT PROPERTY.
- Exhibit P8 TRUE COPY OF COMPLAINT DATED 02.8.2022 SUBMITTED TO KMRL.
- Exhibit P9 TRUE COPY OF COMPLAINT DATED 14.9.2022 SUBMITTED TO KMRL.
- Exhibit P10 TRUE COPY OF COMPLAINT DATED 06.10.2022 SUBMITTED TO KMRL.
- Exhibit P11 TRUE COPY OF COMPLAINTS DATED 12.10.22 SUBMITTED TO KMRL.
- Exhibit P12 TRUE COPY OF COMPLAINT DATED 07.11.2022 SUBMITTED TO KMRL.
- Exhibit P13 TRUE COPY OF THE COMPLAINT DATED 24.11.2022 SUBMITTED TO THE PRESIDENT, ZILA SAINIK WELFARE OFFICER.
- Exhibit P14 TRUE COPY OF THE COMPLAINT DATED 16.12.22 ADDRESSED TO THE EXECUTIVE MAGISTRATE AND DISTRICT COLLECTOR.



- Exhibit P15 TRUE COPY OF THE COMPLAINT DATED 16.7.2022
SUBMITTED TO AWHO.
- Exhibit P16 TRUE COPY OF THE COMPLAINT DATED 27.8.2022
SUBMITTED TO AWHO.
- Exhibit P17 TRUE COPY OF THE COMPLAINT DATED 07.10.2022
SUBMITTED TO AWHO.
- Exhibit P18 TRUE COPY OF THE COMPLAINT DATED 10.11.2022
SUBMITTED TO AWHO.
- Exhibit P19 TRUE COPY OF THE COMPLAINT DATED 29.12.2022
SUBMITTED TO AWHO.
- Exhibit P20 TRUE COPY OF FIR NO. 620/2022 DATED 18.6.2022
REGISTERED AT SHO MARADU POLICE STATION.

RESPONDENT EXHIBITS

- Exhibit R1(g) True copy of the letter dated 02.01.2019 issued by
the Apartment Owners Association to the 2nd
respondent

PETITIONER EXHIBITS

- Exhibit P21 NEWSPAPER CUTTING OF NEW INDIAN EXPRESS DATED
10.1.2023.

RESPONDENT EXHIBITS

- Exhibit R1(a) True copy of the letter
B/03029/SSI/DMRC/32/CHN/AWHO dated 24.06.2014
issued by the Project Director of 2nd respondent
granting permission.
- Exhibit R1(b) True copy of the letter B/03020/SSI/Fri/AWHO dated
15.05.2017 issued by the 2nd respondent to this
respondent
- Exhibit R1(c) True copy of the letter No KMRL/ PRJ /DSGN and
PLG /18/2017/63 dated 15.11.2017 issued by this
respondent to the 2nd respondent
- Exhibit R1(f) True copy of the letter KMRL/PRJ/97/2015/202 dated
01.03.2019 issued by this respondent to 2nd
respondent
- Exhibit R1(d) True copy of the letter B/03029/SSI/Metro Land
/Fri/CHN/AWHO dated 22.12.2017 issued by the 2nd
respondent to this respondent
- Exhibit R1(e) True copy of the letter B/03003/44/(Addl) SSI,
Cochin AWHO dated 08.01.2019 issued by the 2nd
respondent to this respondent



- Exhibit R1(k) True copy of the letter KMRL/PRJ/97/2015/254 dated 13.08.2019 issued by this respondent to the 2nd respondent
- Exhibit R1(l) True copy of the letter B/03029/SSI/RWA/Wed /CHN/AWHO dated 14.08.2019 issued by 2nd respondent to the Association with copy to this respondent.
- Exhibit R1(m) True copy of the letter dated 23.09.2019 issued by the Apartment Owners Association to this respondent
- Exhibit R1(n) True copy of the letter dated 02.11.2019 issued by the Apartment Owners Association to this respondent
- Exhibit R1(o) True copy of the letter dated 03.11.2019 issued by the Apartment Owners Association to this respondent
- Exhibit R1(p) True copy of the letter KMRL/PRJ/VMH Station/97/2013/459 dated 13.12.2019 forwarded by the 1st respondent to the District Collector.
- Exhibit R1(q) True copy of the Memorandum of Association of the Chanderkunju Army Towers Apartment Owners Association along with declaration and the list of members of Executive Committee.
- Exhibit R1(r) True copy of the reply KMRL/PRJ/VMH Station/97/2013/2029 dated 15.09.2022 issued by this respondent to the petitioner
- Exhibit R1(h) True copy of the letter dated 10.03.2019 issued by the Association to the 2nd respondent with copy to this respondent
- Exhibit R1(i) True copy of the letter dated 17.03.2019 forwarded by the Apartment Owners Association to the 1st respondent.
- Exhibit R1(j) True copy of the letter dated 11.04.2019 issued by this respondent to the Project Director of the 2nd respondent.
- Exhibit R1(s) True copy of the reply KMRL/PRJ/VMH Station/97/2013/2196 dated 02.01.2023 issued by this respondent to the petitioner
- Exhibit R1(t) True copy of the reply dated 24.01.2023 filed by this respondent before the 3rd respondent

PETITIONER EXHIBITS

- Exhibit P 22 True copy of extract of the technical report submitted by the expert company (Bureau Veritas)



- Exhibit P-23 True copy of extract of the technical report submitted by Government Engineering College, Thiruvananthapuram
- Exhibit P-24 True copy of the said letter dated 17.2.2023 by the Project Management Consultant (M/s Ajit Associates)
- Exhibit P-25 True copy of letter dated 12.10.2013 written by respondent 2 for monetary compensation
- Exhibit P-26 True copy of letter dated 19.5.2014 written by respondent 2 for monetary compensation
- Exhibit P-30 True copy of the letter dated 28.10.2015 written by Respondent 2 following up the claims for compensation
- Exhibit P-31 True copy of the letter dated 02.12.2015 written by Respondent 2 following up the claims for compensation
- Exhibit P-32 True copy of the letter dated 18.4.2016 written by Respondent 2 following up the claims for compensation
- Exhibit P-33 True copy of the letter dated 08.7.2016 written by Respondent 2 following up the claims for compensation
- Exhibit P-35 True copy of the letter dated 06.12.2013 written by Respondent 1 processing the claims for compensation
- Exhibit P-36 True copy of the letter dated 21.4.2014 written by Respondent 1 processing the claims for compensation
- Exhibit P-37 True copy of the letter dated 23.1.2017 written by Respondent 1 processing the claims for compensation
- Exhibit P-46 True copy of letter dated 31.1.2023 issued by the Zila Sainik Welfare Office, Ernakulam
- Exhibit P-45 True copy of KMRL's reply dated 21.9.2022, to RTI application
- Exhibit P-44 True copy of withdrawal letter submitted by Deepak dated 19.12.2019.
- Exhibit P-43 True copy of withdrawal letter submitted by Lt Col Anil Raj dated 18.12.2019.
- Exhibit P-41 True copy of the resignation letter dated 19.12.2019
- Exhibit P-34 True copy of the letter dated 06.10.2016 written by Respondent 2 following up the claims for compensation



- Exhibit P-39 True copy of Notice dated 14.1.2023 submitted to respondent 1 regarding site visit of property.
- Exhibit P-27 True copy of the letter dated 05.2.2014 written by Respondent 2 following up the claims for compensation
- Exhibit P-28 True copy of the letter dated 19.3.2014 written by Respondent 2 following up the claims for compensation
- Exhibit P-29 True copy of the letter dated 09.1.2015 written by Respondent 2 following up the claims for compensation
- Exhibit P38 True copies of the receipts for the payment to respondent 2 dated 04.10.2013
- Exhibit P38(a) True copies of the receipts for the payment to respondent 2 dated 18.10.2013
- Exhibit P38(b) True copies of the receipts for the payment to respondent 2 dated 18.10.2013
- Exhibit P38(c) True copies of the receipts for the payment to respondent 2 dated 06.05.2014
- Exhibit P-42 True copy of withdrawal letter submitted by Colonel Unnithan (Retd) dated 18.12.2019.
- Exhibit P-40 True copy of the MoU referred to in the writ petition No.34427/ 2019
- Exhibit P-47 TRUE COPY OF LETTER BY E-MAIL DATED 14.4.2023
- Exhibit P-48 TRUE COPY OF LETTER DATED 29.4.2023
- Exhibit P-49 TRUE COPY OF LETTER DATED 12.5.2023
- Exhibit P-50 TRUE COPY OF LETTER BY E-MAIL DATED 14.4.2023
- Exhibit P-51 TRUE COPY OF LETTER BY E-MAIL DATED 30.4.2023
- Exhibit P-52 TRUE COPY OF LETTER BY E-MAIL DATED 11.5.2023
- Exhibit P-53 TRUE COPY OF THE LETTER NO. DMRC/KOCHI/1268 DATED 11.9.2012
- Exhibit P-54 TRUE COPY OF THE LETTER NO. KMRL/PRJ/LA/2013 DATED 28.1.2013
- Exhibit P-55 TRUE COPY OF THE LETTER NO. DMRC/KOCHI/12/1384/729 DATED 9.7.2013
- Exhibit P-56 TRUE COPY OF THE LETTER NO. DMRC/KOCHI/12/1382/1137 DATED 29.8.2013
- Exhibit P-57 TRUE COPY OF THE LETTER NO. B/03003/44/(ADDL)/AWHO DATED 02.12.2015
- Exhibit P-58 TRUE COPY OF LETTER NO. KMRL/PRJ/VMH STATIONS/97/2013/1996 (A) DATED 19.8.2022



RESPONDENT EXHIBITS

- Exhibit R2(a) True copy of occupancy certificate issued by Thripunithura Municipality dated 21/02/2018
- Exhibit R2(b) True copy of judgment in Writ Petition (Civil) No. 34427/2019 dated 14/03/2023
- Exhibit R2(c) True copy of willingness letter issued by the petitioner to the first respondent dated 07/10/2019
- Exhibit R2(e) True copy of letter No KMRL/PRJ/VMH/Stations/97/2013/138 by The General Manager (Project), KMRL addressed to Deputy Collector (LA), KMRLP, Kochi -30 dated 27/08/2021
- Exhibit R2(d) True copy of letter of AWHO addressed to GM (Design and Planning), KMRL, kochi-11 dated 03/08/2021

PETITIONER EXHIBITS

- Exhibit P- 59 True copy of the newspaper publication Deshabhimani dated 26.6.2023.
- Exhibit P- 60 True copy of the newspaper publication Deshabhimani ' dated 04.7.2023.
- Exhibit P- 61 True copy of the newspaper publication Times of India dated 03.7.2023.
- Exhibit P- 62 True copy of the convening order of Court of Inquiry dated 10.4.2023.
- Exhibit P- 63 True copy of letter dated 10.10.2017.
- Exhibit P- 64 True copy of letter dated 10.03.2018.
- Exhibit P- 65 True copy of letter dated 06.06.2019.
- Exhibit P- 66 True copy of letter dated 16.12.2020.
- Exhibit P- 67 True copy of letter dated 16.01.2021.
- Exhibit P- 68 True copy of the format of willingness certificate.