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W.A.No.1347 of 2026 etc.

IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : 30.06.2026
DELIVERED ON : 09.07.2026

CORAM :

THE HONOURABLE MR. SUSHRUT ARVIND DHARMADHIKARI,
CHIEF JUSTICE

AND

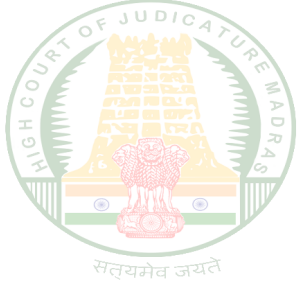
THE HONOURABLE MR.JUSTICE G.ARUL MURUGAN

WA Nos.1347, 1670, 1350, 1370, 1655 and 1671 of 2026
and CMP Nos.15173, 15283, 12466, 12564, 12457 of 2026

W.A.No.1347 of 2026:

1. The Managing Director,
Tamil Nadu Housing Board, Pocket 6,
Board Office Cum Commercial Complex,
CIT Nagar, 1st Main Road,
Chennai - 600 035.
2. The Assistant Secretary,
Allotment-Rural Division,
Tamil Nadu Housing Board,
E and C Market Road, Koyambedu,
Chennai - 600 107.
3. The Executive Engineer/
Administrative Officer,
Hosur Unit, Bagalur Road,
Hosur-635 109.
4. The Manager Marketing and Service,
Tamil Nadu Housing Board, Bagalur Road,
Hosur-635 109.

Appellant(s)



W.A.No.1347 of 2026 etc.

Vs

A.Dhanalakshmi,
W/o.Annamalai,
Perampattu Post, Tirupattur Taluk,
Tirupattur District.

Respondent(s)

and batch cases

For Appellants : Mr.Vijay Narayan
in all cases Advocate General
Assisted by Mr.P.S.Seetharaman

For Respondents : Mr. AR.L.Sundaresan
in WA Nos.1347, 1670, Senior Counsel
1350, 1370 and 1655 Assisted by Mr. KMC.Arunmokan
of 2026 :

For Respondents in : Mr.Srinath Sridevan,
WA No.1671 of 2026 : Senior Counsel,
for Mr.Mithelesh
for M/s.CRM Legal

JUDGMENT

THE CHIEF JUSTICE

Considering the shared factual matrix, identical legal issues, and a uniform grievance put forth by the Tamil Nadu Housing Board, these six intra-court appeals filed under Clause 15 of the Letters Patent are being disposed of by this common judgment.



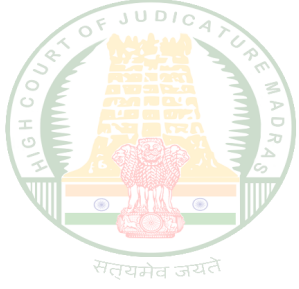
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2. The Tamil Nadu Housing Board [for brevity, "the Board"] has preferred these appeals assailing the orders passed by the learned Single Judges. In the orders impugned, acting upon the categorical statements made on instructions by the Board's own Standing Counsel, the court permitted the writ petitioners/respondents herein to deposit the stipulated prices for the subject plots and directed the subsequent execution of sale deeds.

3.1. The nub of the matter is that the respondents herein filed the writ petitions seeking allotment of plots on payment of market value of the said plots. In the writ petitions, learned Standing Counsel appearing for the Board, on express instructions, presented the Court with specified pricing frameworks for each independent plot and submitted that if the writ petitioners/respondents herein were willing to deposit these fixed valuation amounts, their long-standing claim for alternative allocation would be resolved.

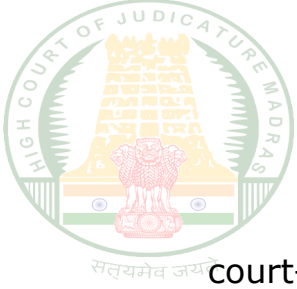
3.2. The specific valuations and the corresponding plots in these respective appeals are detailed as under:



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- (i) W.A.No.1671 of 2026: Rs.5,28,00,000/- for Plot No. 13A in Phase No.6 of the Hosur Housing Scheme to respondent [A.Ezhilarasi];
- (ii) W.A.No.1347 of 2026: Rs.14,51,88,000/- for Shop Site No.142/B in Phase-X, Hosur to respondent [A.Dhanalakshmi];
- (iii) W.A.No.1350 of 2026: Rs.3,64,20,000/- for Community Hall No. L-76A in A-Jettihalli, Dharmapuri District to respondent [Sridhar];
- (iv) W.A.No.1370 of 2026: Rs.13,40,22,000/- for Plot No. H-370A in Phase VII, Hosur Housing Unit to respondent [J.Jayanthi];
- (v) W.A.No. 1655 of 2026: Rs.23,19,06,000/- for Plot No.1084-A in Phase X, Hosur Housing Unit to respondent [C.Poongodi]; and
- (vi) W.A.No. 1670 of 2026: Rs.11,13,39,000/- for Plot No. 136-A in Phase-VIII, Hosur Housing Unit to respondent [M.Umarani].

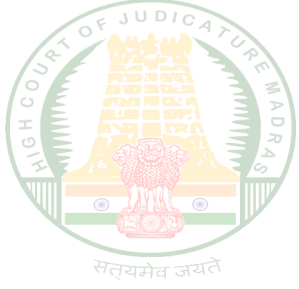


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3.3. The writ petitioners/respondents herein accepted these court-endorsed valuation rates, prompting the learned Single Judges to grant specified time frames to secure and deposit these multi-crore sums.

4.1. Mr.Vijay Narayan, learned Advocate General appearing on behalf of the Appellant Board, seeking to extricate the Board from the undertaking given by its Standing Counsel before the learned Single Judge, submitted as under:

- (i) The subject plots are commercial/utility in nature and under established statutory norms, such sites can only be alienated via a competitive public auction system to maximize public revenue;
- (ii) The upset or market baseline value is merely a floor price and public auctions would yield much higher sums. Direct allotment at the specified prices, they claim, causes huge financial loss to the Board;
- (iii) Before the learned Single Judges, learned Standing Counsel only specified the upset price fixed and the Board had never instructed the Standing



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Counsel to offer the consent of the Board. In other words, the concession given by learned Standing Counsel does not constitute a final decision of the Board to bypass public auction norms.

4.2. In furtherance of his arguments, learned Advocate General sought to rely on the following rulings of the Supreme Court:

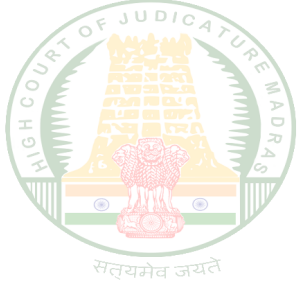
- (i) *Himalayan Coop Group Housing Society v. Balwan Singh and others*¹; and
- (ii) *Bar of Indian Lawyers v. National Institute of Communicable Diseases*².

5.1. In response, Mr.AR.L.Sundaresan and Mr.Srinath Sridevan, learned Senior Advocates appearing on behalf of the respondents, forcefully countered the Board's attempts to retract its concessions, raising the following key arguments:

- (i) The first order in this batch of writ petitions was passed as early as 23.04.2025 in W.P.No.14545 of

1 (2015) 7 SCC 373

2 (2024) 8 SCC 430



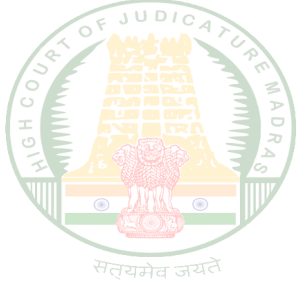
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2025 (the subject matter of appeal in W.A.No.1671 of 2026). Despite this, when subsequent orders were passed months later on 10.12.2025 and 18.12.2025, the same Standing Counsel continued to represent the Board. If the Board's plea that the Standing Counsel gave consent without any instructions was genuine, the Board ought to have terminated the counsel's services at the very first instance and immediately approached the learned Single Judge for rectification. Their failure to do so discredits their current stance;

(ii) The respondents submit that these plots were already the subject matter of earlier public auctions conducted by the Board. Because those auctions yielded no bidders, the Board appropriately made a conscious decision to dispose of the sites at the fixed upset prices;

(iii) It is an established legal principle that Constitutional Courts are open to, and fully entitled to accept, oral concessions made by learned counsel



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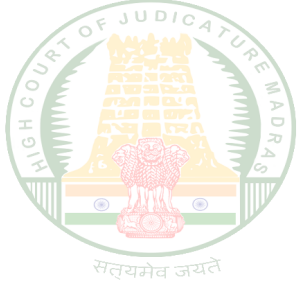
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appearing "on instructions" from statutory authorities;

(iv) The Appellants have nowhere specifically raised a plea in their affidavits stating that no instructions were given to the Standing Counsel to grant consent. Furthermore, the correctness or factual background of a consent given by counsel in open court cannot be picked apart and re-litigated within the scope of a writ appeal;

(v) The consent was not vague or arbitrary; in fact, in W.A.No.1671 of 2026, learned Standing Counsel explicitly referred to an official written communication (the letter dated 19.10.2024) while formally tendering the Board's consent before the Court;

(vi) Though learned Advocate General appearing on behalf of the Board produced certain documents to show that the plots in question were not the subject matter of public auctions earlier and that no written consent was given by the Standing Counsel in one of



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the appeals, all such documents are completely foreign to the writ pleadings. Having been placed before the Court for the very first time now, these fresh materials cannot be entertained or accepted at the appellate stage;

(vii) The respondent in W.A.No.1671 of 2026 has already demonstrated complete bona fides by depositing the entire stipulated valuation amount in July 2025, strictly in compliance with the directions of the learned Single Judge.

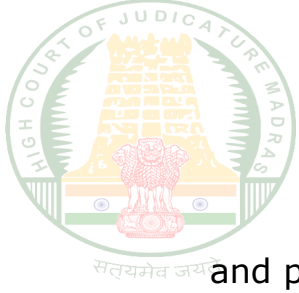
5.2. Mr.Srinath Sridevan, learned Senior Advocate, placed heavy reliance on the following decisions in support of his submissions:

(i) *State of Maharashtra v. Ramdas Shrinivas Nayak*³, ; and

(ii) *S.Thilagavathy v. State of T.N.*⁴.

3 (1982) 2 SCC 463

4 (2011) 6 SCC 365



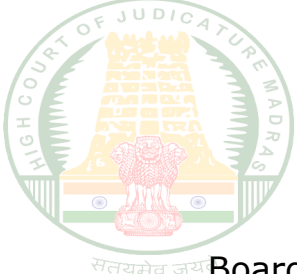
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6. We have heard the learned counsel for the parties at length and perused the records with deep circumspection.

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7. We find immense weight in the submissions of the respondents.

8. The Board's claim that its Standing Counsel acted entirely without authority is severely undermined by its own subsequent conduct. The order impugned in W.A.No.1671 of 2026 was passed on 23.04.2025. Had the Standing Counsel truly blindsided the Board, the natural course of administrative action would have been immediate disengagement of the counsel and the prompt filing of a review petition before the learned Single Judge. Instead, the Board permitted the same counsel to continue representing its interests in subsequent matters stretching into December 2025. A litigant cannot allow a counsel to repeatedly make statements in court, await the outcomes, and later disavow those statements when it becomes administratively inconvenient.

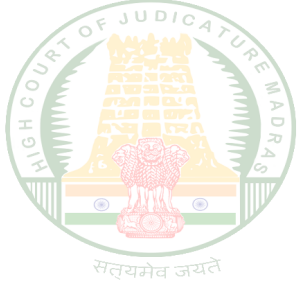


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9. Furthermore, a review of the grounds reveals that the Board has failed to state unequivocally in their affidavits that explicit instructions were withheld from the Standing Counsel. The correctness or factual background of a consent given by counsel in open court cannot be picked apart and re-adjudicated within the confines of an intra-court appeal.

10. Learned Advocate General placed heavy reliance on the following passages of the decision of the Supreme Court in *Himalayan Coop Group Housing Society* (supra):

*"22. Apart from the above, **in our view lawyers are perceived to be their client's agents.** The law of agency may not strictly apply to the client-lawyer's relationship as lawyers or agents, lawyers have certain authority and certain duties. Because lawyers are also fiduciaries, their duties will sometimes be more demanding than those imposed on other agents. The authority-agency status affords the lawyers to act for the client on the subject-matter of the retainer. One of the most basic principles of the lawyer-client relationship is that lawyers owe fiduciary duties to their clients. As part of those duties, lawyers assume all the traditional duties that agents owe to their principals*



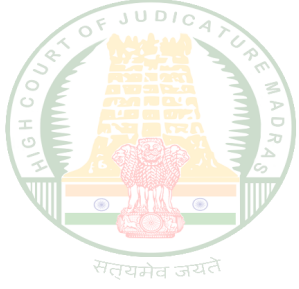
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and, thus, have to respect the client's autonomy to make decisions at a minimum, as to the objectives of the representation. **Thus, according to generally accepted notions of professional responsibility, lawyers should follow the client's instructions rather than substitute their judgment for that of the client. The law is now well settled that a lawyer must be specifically authorised to settle and compromise a claim, that merely on the basis of his employment he has no implied or ostensible authority to bind his client to a compromise/settlement. To put it alternatively that a lawyer by virtue of retention, has the authority to choose the means for achieving the client's legal goal, while the client has the right to decide on what the goal will be. If the decision in question falls within those that clearly belong to the client, the lawyer's conduct in failing to consult the client or in making the decision for the client, is more likely to constitute ineffective assistance of counsel.**

...

31. Therefore, it is the solemn duty of an advocate not to transgress the authority conferred on him by the client. **It is always better to seek appropriate instructions from the client or his authorised agent before making any concession which may,**



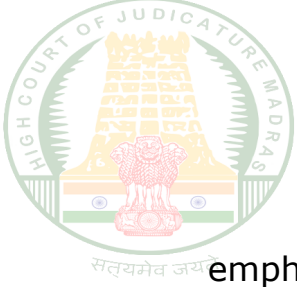
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directly or remotely, affect the rightful legal right of the client. The advocate represents the client before the court and conducts proceedings on behalf of the client. He is the only link between the court and the client. Therefore his responsibility is onerous. He is expected to follow the instructions of his client rather than substitute his judgment."

[emphasis supplied]

11. To demonstrate the inapplicability of the aforesaid ruling, learned Senior Counsel, Mr.AR.L.Sundaresan, urged that the said decision turned on a fundamentally distinct set of facts. In the said case, the issue that arose for consideration was "*Whether the counsel appearing for an appellant Society could make concession for or on behalf of the appellant Society without any express instructions/authorisation in that regard by the Society?*" In such factual backdrop, the Supreme Court held that a lawyer must be specifically authorised by his client before making any concession/ statement before the court.



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12. The next decision on which learned Advocate General laid emphasis is *Bar of Indian Lawyers* (supra). In the said decision, the

Supreme Court held thus:

"51. When we examine the relationship between an advocate and his client from this point of view, the following unique attributes become clear:

51.1. Advocates are generally perceived to be their client's agents and owe fiduciary duties to their clients.

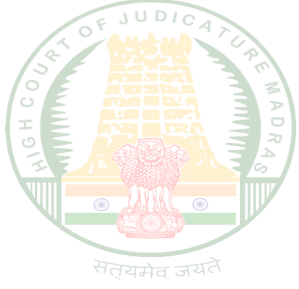
51.2. Advocates are fastened with all the traditional duties that agents owe to their principals. For example, advocates have to respect the client's autonomy to make decisions at a minimum, as to the objectives of the representation.

51.3. Advocates are not entitled to make concessions or give any undertaking to the court without express instructions from the client.

51.4. It is the solemn duty of an advocate not to transgress the authority conferred on him by his client.

51.5. An advocate is bound to seek appropriate instructions from the client or his authorised agent before taking any action or making any statement or concession which may, directly or remotely, affect the legal rights of the client.

51.6. The Advocate represents the client before the court and conducts proceedings on behalf of the client.



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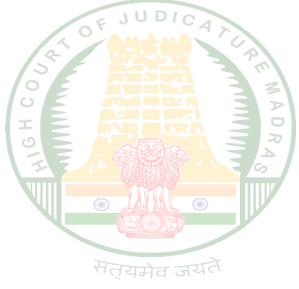
He is the only link between the court and the client. Therefore, his responsibility is onerous. He is expected to follow the instructions of his client rather than substitute his judgment."

[emphasis supplied]

13. In the case at hand, it is the specific case of the respondent and it is explicit from the orders impugned that such submission was made by the Standing Counsel before the learned Single Judges "on instructions".

14. Apropos the question of whether an appellate court can delve into the truth or accuracy of a concession made by the Standing Counsel before the writ court, it is instructive to rely on the judgment of the Supreme Court in *Ramdas Shrinivas Nayak* (supra), wherein it was held thus:

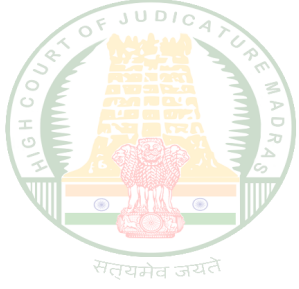
"4. When we drew the attention of the learned Attorney-General to the concession made before the High Court, Shri A.K. Sen, who appeared for the State of Maharashtra before the High Court and led the arguments for the respondents there and who appeared for Shri Antulay before us intervened and protested that he never made any such concession and



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invited us to peruse the written submissions made by him in the High Court. We are afraid that we cannot launch into an enquiry as to what transpired in the High Court. It is simply not done. Public policy bars us. **Judicial decorum restrains us. Matters of judicial record are unquestionable. They are not open to doubt. Judges cannot be dragged into the arena. "Judgments cannot be treated as mere counters in the game of litigation."** [Per Lord Atkinson in *Somasundaram Chetty v. Subramanian Chetty*, AIR 1926 PC 136 : 99 IC 742] **We are bound to accept the statement of the Judges recorded in their judgment, as to what transpired in court. We cannot allow the statement of the Judges to be contradicted by statements at the Bar or by affidavit and other evidence. If the Judges say in their judgment that something was done, said or admitted before them, that has to be the last word on the subject. The principle is well-settled that statements of fact as to what transpired at the hearing, recorded in the judgment of the court, are conclusive of the facts so stated and no one can contradict such statements by affidavit or other evidence. If a party thinks that the happenings in court have been wrongly recorded in a judgment, it is incumbent upon the party, while the matter is still fresh in the minds of the**



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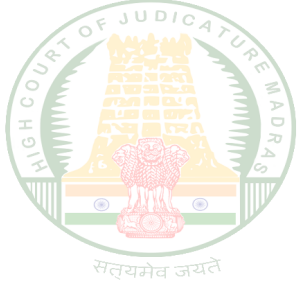
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Judges, to call the attention of the very Judges who have made the record to the fact that the statement made with regard to his conduct was a statement that had been made in error. [Per Lord Buckmaster in Madhu Sudan Chowdhri v. Chandrabati Chowdhrair, AIR 1917 PC 30 : 42 IC 527] That is the only way to have the record corrected. If no such step is taken, the matter must necessarily end there. Of course a party may resile and an appellate court may permit him in rare and appropriate cases to resile from a concession on the ground that the concession was made on a wrong appreciation of the law and had led to gross injustice; but, he may not call in question the very fact of making the concession as recorded in the judgment."

[emphasis supplied]

15. That apart, the Supreme Court in *S.Thilagavathy* (supra) held thus:

*"12. But having heard the learned counsel for the appellant, we do not find any ground to interfere with the aforesaid reason assigned by the learned Single Judge as the appellant had already given up her contest before the learned Single Judge against the order of her transfer and hence it had rightly not been allowed to be challenged by the Division Bench. **As we***



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agree with the view of the Division Bench that the appellant could not have been allowed to prefer a writ appeal against the order which was passed with her consent as she had given up her challenge before the Single Judge against the order of her transfer, we see no reason to interfere with this part of the order of the learned Single Judge passed in the appeal arising out of Writ Petition No. 9110 of 1997."

[emphasis supplied]

16. Though learned Advocate General has produced certain documents at this stage to assert that the properties were never auctioned earlier and that no written authorization was extended to the Standing Counsel in one of the matters, we are afraid such materials cannot be received. It is a well-settled rule of appellate jurisprudence that documents which did not form a part of the original writ records and are sought to be introduced for the first time during oral arguments in appeal cannot be accepted. The appellate court reviews the validity of an order based on the records available before the court below, and the Board cannot continuously plug its evidentiary gaps at this late hour.



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17. At this stage, it is apposite to refer to a Division Bench decision in *The Managing Director, Tamil Nadu Housing Board and others v. N.Sundarammal*⁵, wherein considering an identical writ appeal, against similar order passed by the learned Single Judge, it was held thus:

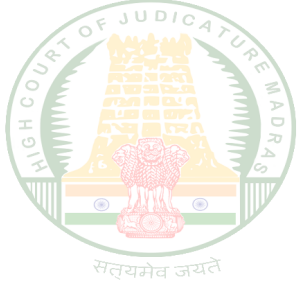
"4. It is clear that on consent, the order was passed by the learned Single Judge. There is no challenge to the consent based on fraud, misrepresentation etc.

5. In the appeal also, first respondent, on 09.12.2025, agreed for a sum of Rs.19,85,16,000/-, which is over and above the sum of Rs.10,20,25,000/-. It is stated in the order passed by the learned Single Judge.

6. Considering that first respondent herself has modified the offer from Rs.10,20,25,000/- to Rs.19,85,16,000/- and the order passed by the learned Single Judge proceeds on the consent of parties, the order of the learned Single Judge is modified only to the extent that in place of Rs.10,20,25,000/-, the amount payable by first respondent would be Rs.19,85,16,000/-.

7. It is stated that Rs.10,20,25,000/- [modified vide order dated 5.3.2026] has already been paid. Once

⁵ Judgment dated 27.2.2026 in W.A.No.2822 of 2025 [as modified on 5.3.2026]



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the balance amount is paid, appellants shall forthwith proceed to make allotment of the subject land."

[emphasis supplied]

18. In all these appeals, the financial valuations were based entirely on the instructions given to the Standing Counsel. Having led the respondents to accept these prices, the Board cannot now be permitted to blow hot and cold by retracting its own commitments

19. The learned Single Judges exercised sound judicial discretion while passing the orders impugned. There is neither an error nor an infirmity of fact in the impugned orders.

20. The appeals are hereby dismissed as devoid of merit. The impugned orders dated 23.04.2025, 10.12.2025, and 18.12.2025 are affirmed in their entirety. There shall be no order as to costs. Consequently, interim applications stand closed.



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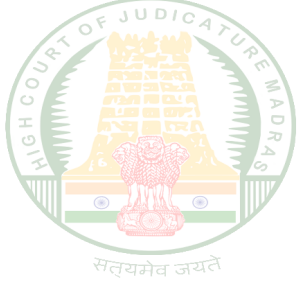
21. Noting that the respondent in W.A.No.1671 of 2026 has already deposited the entire stipulated amount in July 2025 in furtherance of the writ court's directives, the appellants are directed to execute and register the necessary sale deed and hand over vacant, peaceful possession of the plot within a period of four weeks from the date of receipt of a certified copy of this judgment, on production of payment of proof by the respondent.

22. In respect of the respondents in other appeals, a period of eight weeks from the date of receipt of a certified copy of this common judgment is hereby granted to deposit the respective amounts as directed by the learned Single Judges. Upon such deposit being made, the appellants shall execute and register the necessary sale deeds and deliver vacant possession within a period of six weeks thereafter.

(SUSHRUT ARVIND DHARMADHIKARI,CJ) (G.ARUL MURUGAN,J)

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THE HON'BLE CHIEF JUSTICE
AND
G.ARUL MURUGAN,J.

(sasi)

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