



L.P.A.(MD)No.1 of 2022

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

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Reserved On :22.01.2026

Pronounced On: 03.02.2025

CORAM:

THE HONOURABLE **DR.JUSTICE G. JAYACHANDRAN**
AND
THE HONOURABLE **MR.JUSTICE K.K. RAMAKRISHNAN**

L.P.A(MD)No.1 of 2022

K.Narayanan

...Appellant/Petitioner/
Petitioner

Vs.

1.M.Allimalar
The Branch Manager,
Small Industries Development Corporation Ltd.,(SIDCO)
Industrial Estate,
K.Pudur, Madurai.

2.Apporva, IAS,
The Managing Director,
Tamil Nadu Small Industries Development
Corporation Limited(TANSIDCO)
Paulwel's Road,
Kathipara Junction,
Chennai-600 016.

...Respondents/Contemnors
/Respondents

PRAYER:- Letters Patent Appeal filed under Section 15 of the Letters Patent r/w Section 19(1) of Contempt of Courts Act, against the order



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dated 07.01.2022 in Cont.p(MD)No.336 of 2020 passed by this Court.

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For Appellant : Mr.A.Saravanan
For R1 : Mr.Veerakathiravan, Senior Counsel for
Mr.T.Sakthikumaran
For R2 :Mr.J.Ashok, Additional Govt., Pleader

JUDGMENT

(Judgment of the Court was made by **DR.G.JAYACHANDRAN, J.**)

The appellant herein was joined in the post of plumber in the Office of Regional Deputy Director, Department of Industries and Commerce, Tiruchy through employment exchange on 10.11.1967. Later, on deputation transferred to Tamilnadu Small Industries Development Corporation Ltd (SIDCO), Madurai on 01.06.1974. He opted to retire under Voluntary Retirement Service on 31.01.2004 and the same was accepted and relieved vide proceedings dated 25.03.2004.

2.While he was in service, he was allotted a dwelling tenement No: 43(old) at Industrial Estate for rent on condition that the tenement should be vacated by him whenever he is transferred outside Madurai. Apart from the other conditions, the allotment order dated 03.03.1988 also says that the allotment is terminable at one month's notice on either side and rent for a month is payable by the allottee in lieu of the notice by the occupant.



4. The appellant herein, on his retirement was asked to vacate the tenement allotted to him. He refused to vacate and gave a declaration to sell the tenement based on G.O.128. That was rejected by the respondents vide proceedings dated 03.12.2004. Being aggrieved, the appellant filed W.P(MD)No.4592 of 2004 seeking certiorari. This writ was disposed of on 07.02.2005. The order passed is as follows:-

“Both the learned Counsel for the petitioner as



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well as the learned Government Pleader submits that the issue involved in the present writ petition is covered by the earlier order of this Court dated 10.03.2004 in W.P.Nos. 13846 of 2001, 13895 of 2002 6 Hence, there will be an order in 16705 of 2003. this Writ Petition directing the respondents 1 and 2 representatives to execute necessary deed of conveyance in favour of the allottee or his legal In the meantime, the petitioner is expeditiously. directed to pay monthly rent at the rate of Rs.100/-till the conveyance deed is executed in favour of It is open to the respondents 1 and 2 the allottee, to verify whether the petitioner herein is allottee or legal heirs of the allottees or not. petitioner is directed to extend full co-operation for the said verification. The petition is allowed Consequently, the in the above terms. connected W. P.M.P is closed.”

5.Alleging that the respondents failed to obey the direction issued in W.P(MD)No.4592 of 2004 dated 07.02.2005, the appellant had initiated contempt proceedings in Cont Petition No.336 of 2020. The Learned Single Judge dismissed the contempt petition on 07.01.2022. As against the dismissal of his contempt petition, the appeal under consideration is filed on the following grounds:-

“The relief sought in the W.P(md)No.4592 of 2004



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was to convey the tenement for Rs 9,600/- following G.O(Ms)No.128, Final order was passed to convey the tenement as per the GO. While so, (c)the learned Judge failed to take into account the basic history behind the litigation resulting in the order which was violated by the respondent. Batch of Writ Petitions were filed by various allottees of tenements to sell the tenements at the rate of Rs.9600/- as per G.O.Ms.No.128 Housing and Urban sell the tenements of the rate of Rs.9600/- as p Development Department dated 24.03.1997. All these writ petitions of the were allowed recording the statement Government that they were willing to sell the tenements to the allottees at Rs 9600/- and till such time the sale deed is executed, the allottees were directed to pay the rent at the rate of Rs.100/- per month. This order came to be passed by the Learned Single Judge on 10.03.2004. in the order passed in favour of the appellant herein, the Learned Single Judge has verbatim followed the order dated 10.03.2004 in W.P.No.13846 of 2001 and other writ petitions. The essence of the order passed in the batch of writ petitions which has been followed in the appellant case is



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that the sale deed will have to be executed by receiving a consideration of Rs.9600/- and ill the execution of the sale deed, the allottees will have to pay Rs. 100/- per month as rent. Therefore the fixation of consideration as contained in G.O.Ms.No. 128 Housing and Urban Development Department and promised thereon made by the respondent is recorded in the order of the Single judge Therefore the Learned Single Judge who decided the contempt application committed a serious error of fact in observing that the consideration has not been fixed in the order passed in favour of the petitioner in W.P(MD)No. 4592 of 2004.

d)The Learned Single Judge failed to see that the nature of rellel sought for by the appellant in the Writ Petition was to quash order of eviction and consequently direct ine respondent to execute sale deed by receiving Rs.9600/-The prayer in the Writ Petition has been granted. Therefore the natural consequence that would flow from the order is that the respondents are bound to execute sale deed by receiving the consideration as agreed to.

e) The Learned Single Judge failed to see that the



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respondents have not withdrawn G.O.Ms.No.128 Housing and Urban Development Department dated 24.03.1997 or restricted the implementation of the said GO to specific cases. In fact several persons who are similarly placed to that of the appellant and who were parties to the writ petitions have benefitted from the orders of this Hon'ble Court referred to above and sale deeds have the sum Q of Rs.9600/-as executed by receiving consideration in accordance with the Government order and the order of this Hon'ble Court. When such being case, appellant alone has been selectively discriminated by the respondents. Though the facts have been placed on record before the Learned Single Judge, the same has not been adverted to.

f) The Learned Single Judge failed to see technicalities cannot come in the way of substantial justice. The respondents to purge themselves of contempt.cannot hide behind technicalities. An orde whose violation is being complained has be interpreted by the Learned Judge to state that the consideration has not specifically placed. Unifortunately the fact remains that the fixation of



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consideration is with reference to the earlier orders of this Hon'ble Court which in turn refers to the GO of the respondent. All the parties were in consensus with regard to the true nature of the order passed in batch of writ petitions. Therefore the order in W.P.(MD) No.4592 of 2004 has to be interpreted in true spirit rather than in a technical manner so as to deny the real benefit of the order.”

6.The Learned Counsel for the appellant submitted that, the contention of the department that the appellant is not a labourer to get the benefit of the scheme under G.O 128 was negated by the Court and the price fixed as Rs.9600/- for outright purchase of the tenement cannot be altered at the whims and fancies of the respondent. Further he contends that the respondents are executing the sale deeds to other occupants for Rs.9600/- even now, but for the appellant alone is discriminated.

7.The Learned Additional Advocate General appearing for the respondents submitted that, the appellant is not a labourer of organised or unorganised sector for whom the scheme of outright purchase was introduced. He was an employee under SIDCO and the tenement was



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allotted on specific terms, that it will get terminated on his retirement.

However, in view of the order passed in the writ petition, the department agreed to sell the tenement to the appellant on payment of the market price. He cannot claim the tenement at concessional price, which is applicable only for the labourers of organised and unorganised sectors, but not to the employees of SIDCO. Pursuant to the direction of this Court, which has recognised the right of the appellant to purchase the tenement, the respondents were ready to convey the property as per the guideline value or market value whichever is higher. However, the appellant wants the property to be sold for Rs 9600/- only. The Learned Additional Advocate General also submitted that the contempt petition was filed in the year 2020 for the alleged disobedience of the order passed on 07.02.2004. Hence, the contempt petition is not even maintainable since it suffers from laches.

8. The learned Single Judge, in the impugned order after extracting the earlier orders passed by this Court which has been followed in W.P(md)No.4592 of 2004, had observed that the orders relied by the contempt petitioner had consciously omitted to mention the sale consideration. This naturally means, the consideration will have to



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be at the rate offered by the department. When the consideration is not fixed, the Court cannot in contempt jurisdiction expand the order and state that the order implies a particular consideration.

9.We, after careful examination of the submission and the impugned order of the Learned Single Judge, find that this Court has no doubt recognised the pre-emptive right of the appellant to purchase the tenement allotted to him, but the consideration has not been explicitly mentioned in W.P(md)No.4952 of 2004. We are not able to countenance the appellants contention that, his writ petition prayer is to convey the property for Rs.9600/- therefore the consideration is implied. He also draw parallel with the labourers, who were allowed to purchase the tenements at the rate of Rs.9600/-.

10.Firstly, the labourers, who were given concession in consideration, are not equal to the appellant. This is clearly clarified by the Housing Board vide its letter dated 09.12.1999. Having been in occupation of the tenement, the writ petitioner was given the right to purchase. This does not mean that he is entitled for the price concession also. Further, if he had anyway aggrieved by fixation of the market price



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for the tenement, he should have either filed this contempt petition within the period of limitation or ought to have challenged it separately. His attempt to get the Government property at concession rate through the contempt petition is deplorable.

11.The Learned single Judge had dismissed the contempt petition assigning acceptable reasons. Employee under SIDCO cannot claim parity with the labourers just because he was allowed to occupy the tenement on payment of rent. Hence we hold that the grounds of challenge in the Letters Patten Appeal are not legally sustainable.

12.In the result, Letter Pattent Appeal stands dismissed. No costs.

[G.J., J.] & [K.K.R.K., J.]
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DR.G. JAYACHANDRAN, J.
AND
K.K. RAMAKRISHNAN, J.

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To

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Small Industries Development Corporation Ltd.,(SIDCO)
Industrial Estate,
K.Pudur, Madurai.

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