

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 13.10.2015

CORAM

THE HONOURABLE MR. JUSTICE N. KIRUBAKARAN

W.P. No. 21829 of 2015

&

M.P. Nos. 1 & 2 of 2015

Mr.S. Asgar Ali

..Petitioner

Vs.

1. Chennai Metropolitan Development
Authority, rep. by its
Member Secretary,
No.1, Gandhi Irwin Road,
Egmore, Chennai 600 008.

2. Chennai Metropolitan Development
Authority rep. by its
Chief Executive Officer,
No.1, Gandhi Irwin Road,
Egmore, Chennai 600 008.

..Respondents

Prayer: Petition under Article 226 of the Constitution of India praying for issue of a Writ of Certiorarified Mandamus to call for the records of the 2nd respondent and quash the impugned order dated 30.06.2015 under reference letter No. FGM/3314/13 and directing the respondents to allot the shop for an extent of 240 sq.ft in Koyambedu Food Grain Complex in the category of Non George Town Traders Type I in Koyambedu Wholesale Market Complex, Koyambedu, Chennai 107 to the petitioner.

For Petitioner :: Mr.M. Rajasekhar

For Respondents:: Mr.P. Tamilmani

O R D E R

This writ petition is filed challenging the order dated 30.06.2015 under reference letter No. FGM/3314/13 issued by the 2nd respondent and to direct the respondents to allot the shop for an extent of 240 sq.ft in Koyambedu Food Grain Complex in the category of Non George Town Traders Type I in Koyambedu Wholesale Market Complex, Koyambedu, Chennai 107 to the petitioner.

2. The petitioner was allotted a shop in the Koyambedu Wholesale Food Grain Market Complex in the category of Non George Town Traders Type I by virtue of allotment order dated 12.07.2013 for a total sale consideration of Rs. 26,64,053/-. The petitioner paid a sum of Rs.14,64,000/- and the balance amount has to be paid after the possession of the shop is handed over to the petitioner. However, before possession could be handed over, the petitioner's allotment has been cancelled by the order under challenge dated 30.06.2015 stating that the entire amount has not been paid within time. Challenging the said cancellation, the present writ petition is filed.

3. Heard Mr.M. Rajasekhar, learned counsel for the petitioner and Mr.P. Tamilmani, learned counsel for the respondents.

4. A perusal of the Terms and Conditions of Allotment of Shops in FoodGrains Market at Koyambedu, annexed to the application form, would reveal that as per clause 3(e) of Terms and Conditions for payment, "the balance 50% of the shop cost will be collected from the date of handing over the shop in 20 quarterly instalments with 15% interest per annum". As the petitioner has already paid more than 50% of the total sale consideration, before handing over the shop, namely, Rs.14,64,000/-, the balance amount is required to be paid, as per the aforesaid clause, in 20 quarterly instalments with 15% interest per annum from the date of handing over possession. When the terms and conditions clearly stipulate the mode of payment, the reason given in the impugned order for cancelling the allotment made in favour of the petitioner is unsustainable. Hence, the impugned order is set aside and the writ petition is allowed. The respondents are directed to hand over possession of the shop to be allotted to the petitioner and the petitioner shall pay the balance amount either in lumpsum or in 20 quarterly instalments as per the terms and conditions. No costs. Connected M.Ps are closed.

Sd/-

Assistant Registrar(CS VII)

//True Copy//

Sub Assistant Registrar

nv

To

1. The Member Secretary,
Chennai Metropolitan Development
Authority, rep. by its
No.1, Gandhi Irwin Road,
Egmore, Chennai 600 008.

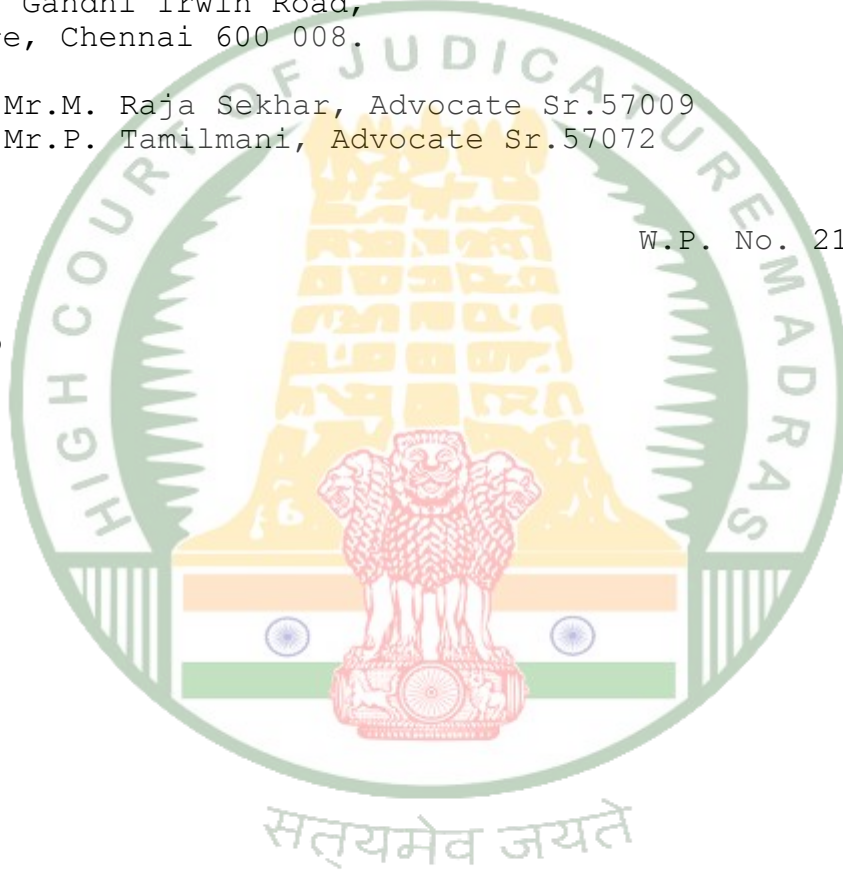
2. The Chief Executive Officer,
Chennai Metropolitan Development
Authority
No.1, Gandhi Irwin Road,
Egmore, Chennai 600 008.

+ 1 cc to Mr.M. Raja Sekhar, Advocate Sr.57009

+ 1 cc to Mr.P. Tamilmani, Advocate Sr.57072

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KGK (CO)
EU 5.11.15



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