

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 27.07.2015

Coram

The Hon'ble Mr. Justice T.RAJA

W.P.No.22644 of 2015

and

M.P.No.1 of 2015

K.Bhuvaneswari

.. Petitioner

Vs.

1.The Deputy Registrar (Housing),
Co-operative Housing Society,
Vellore Region, Vellore District.

2.Vellore Co-operative Building
Society Limited C.2009,
No.9, 1st Cross Street,
Bishop David Nagar,
Vellore - 632 001 rep. by its
Secretary

.. Respondents

Petition filed under Article 226 of the Constitution of India praying to issue a writ of certiorari to call for the records relating to the sale notice on the file of the first respondent dated 13.07.2015 and quash the same.

For Petitioner .. Mr.S.Doraisamy

For Respondents .. Ms.T.P.Savitha,
Govt. Advocate

ORDER

This writ petition has been filed by the petitioner - K.Bhuvaneswari, challenging the sale notice issued by the first respondent dated 13.07.2015.

2.Mr.S.Doraisamy, learned counsel appearing for the petitioner submitted that the petitioner has borrowed a sum of Rs.5 lakhs from the Vellore Co-operative Society Limited C.2009 on 29.05.2000 for construction of a residential house with an agreement to repay the loan in 15 years, on interest at the rate of 15%. Since the

petitioner committed default in payment, the second respondent filed a petition before the Arbitrator for recovery of a sum of Rs.14,96,000/- and an award was also passed on 13.05.2010 to recover the amount. In the aforesaid background, the grievance of the petitioner is that on 26.08.2013, the second respondent informed the petitioner that the Government had passed an order waiving penal interest and a portion of the interest and on that basis, the petitioner was asked to pay only a sum of Rs.7,30,225/- in total on or before 30.09.2013. Accepting the same, the petitioner gave a cheque on 28.09.2013 for a total sum of Rs.7,30,225/-. But the second respondent refused to accept the cheque. While so, all of a sudden, the second respondent demanded a sum of Rs.11,66,138/-. According to the petitioner, when she had already given a cheque towards total amount of Rs.7,30,225/-, accepting the offer of the second respondent, now, they cannot demand more.

3.Learned counsel appearing for the petitioner would submit that the petitioner undertakes to pay a sum of Rs.5 lakhs on or before 17.08.2015. He would further submit that the impugned sale notice dated 13.07.2015 may be stayed, on payment of a sum of Rs.5 lakhs by the petitioner. It is further stated that the petitioner is ready and willing to pay the balance amount on the basis of one time settlement on or before 31.10.2015 as the said scheme is expiring on 31.10.2015.

4.Ms.T.P.Savitha, learned Government Advocate appearing for the respondents submits that there has been a scheme for waiver of penal interest by way of one time settlement and requests this Court to direct the petitioner to pay the entire amount without any default.

5.This Court, considering the conduct of the petitioner that she had issued a cheque on 28.09.2013 for a sum of Rs.7,30,225/-, I direct the petitioner to pay a sum of Rs.5 lakhs on or before 17.08.2015 and the balance amount shall be paid on or before 31.10.2015. It is made clear that if any default is committed by the petitioner in making the payment, the impugned order will stand revived.

6.With the above observation, the writ petition shall stand disposed of. No costs. Consequently, connected miscellaneous petition is closed.

-s/d-
Assistant Registrar

True Copy

Sub-Assistant Registrar

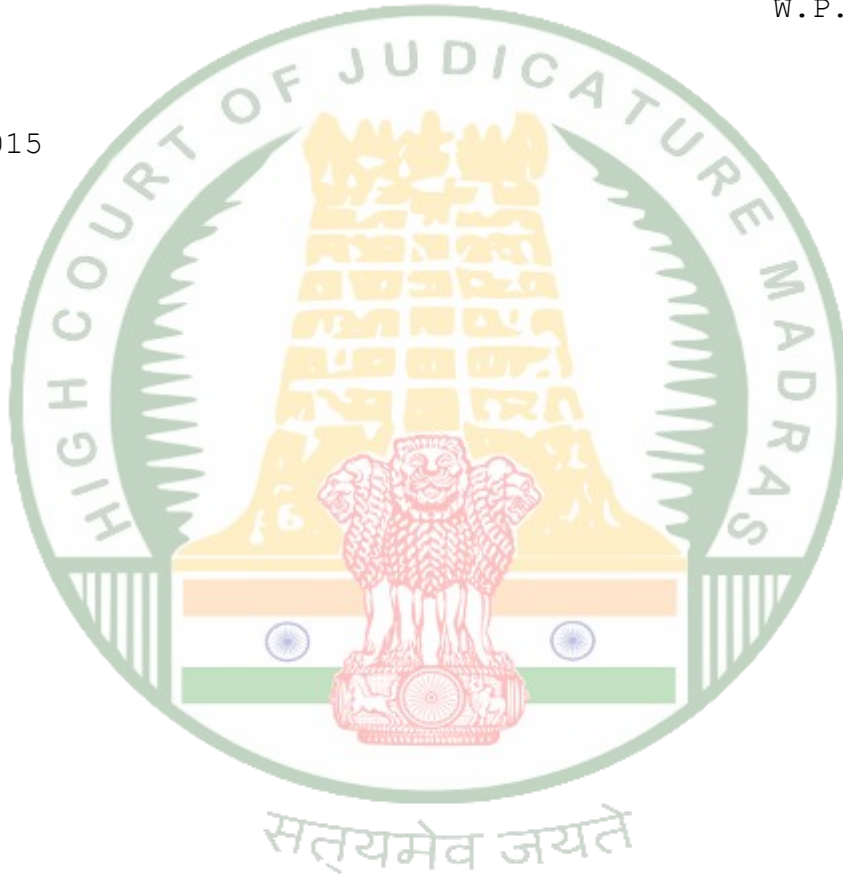
To

1.The Deputy Registrar (Housing),
Co-operative Housing Society,
Vellore Region, Vellore District.

2.The Secretary,
Vellore Co-operative Building
Society Limited C.2009,
No.9, 1st Cross Street,
Bishop David Nagar, Vellore - 632 001.

W.P.No.22644 of 2015

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