



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED :12.02.2015

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THE HONOURABLE MS.JUSTICE V.M.VELUMANI

W.P.(MD)No.9774 of 2011

T.Paulraj ... Petitioner
Vs.

1.Tamil Nadu Housing Board,
Rep. by its Chairman cum Managing Director,
Nandanam,
Chennai-35.

2.Tamil Nadu Housing Board,
Rep. by its Executive Engineer &
Administrative Officer,
Madurai Housing Unit,
Ellis Nagar,
Madurai-625 010.

... Respondents

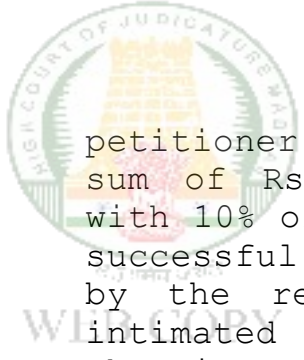
Writ petition filed under Article 226 of the Constitution of India praying for issuance of a Writ of Mandamus, directing the respondents to issue appropriate orders for payment of balance amount and to execute sale deed in favour of the petitioner as per the communication of the respondent in letter No.SD14/PC 1 (Opp.EB) AVM/2004, dated 18.06.2004 with regard to Plot No.2 (Opp.EB) at Avaniapuram Sites and Services Scheme, Madurai and allow the writ petition.

For Petitioner : Mr.Sribalaji
For Respondents : Mr.S.Nagarajan, for TNHB

ORDER

The petitioner has come up with this writ petition to direct the respondents to issue appropriate orders for payment of balance amount and to execute sale deed in favour of the petitioner as per the communication of the respondent in letter No.SD14/PC 1 (Opp.EB) AVM/2004, dated 18.06.2004 with regard to Plot No.2 (Opp.EB) at Avaniapuram Sites and Services Scheme, Madurai and allow the writ petition.

2.In pursuant to the notification, called for sealed offer cum open auction issued by the respondents for allotment of prime commercial Plot at Avaniapuram Sites and Service Scheme, the



petitioner applied for prime commercial plot No.2(opp.EB) for a sum of Rs.15,03,000/- vide application, dated 31.03.2003 along with 10% of the offer amount Rs.1,50,300/-. The petitioner was the successful bidder in the public auction and his offer was accepted by the respondent in the year 2004. The second respondent intimated the petitioner, by his communication, dated 18.06.2004 wherein reference No.SD14/PC I (opp.EB) AVM/2004, that the petitioner's offer of Rs.15,03,000/- for Plot No.2 (Opp.EB) at Avaniapuram Sites and Services scheme measuring 618 M2 was accepted and the said plot was allotted to the petitioner on the following conditions:

"1.The Prime Commercial plot should be used only for the purpose for which the allotment was made. Otherwise the allotment is liable for cancellation.

2.You have to pay the 25% cost of the plot as per the auction condition as detailed below.

Selling price of the plot

as per the auction 25% Cost to be paid

Rs.15,03,000/-

10% cost already paid

(Vide Rt.No.5955 dt.31.03.03) Rs. 3,75,750/-

Balance 15% cost to be paid Rs. 1,50,300/-

You are requested to pay the 15% cost of Rs.2,25,450/- Rs.Two Lakhs twenty five thousand four hundred and fifty only) within 15 days from date of receipt of this order. Failing which, the allotment for the commercial plot No.1 (Opp.E.B.) at Avaniapuram will be cancelled with forfeiture of 10% amount paid by you.

3.You are also requested to execute the lease cum sale agreement immediately and also produce the Income certificate.

4.On payment of the 15% cost and on production of the necessary certificate, the regular allotment order will be issued separately.

The receipt of the order should be acknowledged."

3. After accepting the same, as per the condition of the allotment, the petitioner has paid a sum of Rs.2,25,450/- on 29.09.2004. Thereafter, there was no communication from the respondent for completion of the sale. According to the petitioner, on 22.01.2011 the respondent called upon the petitioner, to pay a sum of Rs.16,53,024/- as outstanding due. When the petitioner offered the said amount, the second respondent refused to accept the same stating that only after clearance from



the first respondent, the amount will be received. In the circumstances, the petitioner filed the above writ petition for the relief stated supra.

4. The respondent has filed the counter affidavit denying the averments made in the affidavit and stating that in the year 2008, the petitioner has sought permission to pay the amounts in installment. But the petitioner did not pay any amounts. As on 31.03.2014, the petitioner has to pay a sum of Rs.32,75,000/- towards the cost with interest. The petitioner has filed the writ petition after the lapse of 7 years and prayed for dismissal of the writ petition on the ground of delay and laches.

5. Heard Mr.S.Sribalaji, learned counsel appearing for the petitioner and Mr.S.Nagarajan, learned counsel appearing for the respondents 1 & 2.

6. I have perused the materials on record and have carefully considered the arguments of the learned counsel for the petitioner and the respondents.

7. The petitioner's offer a sum of Rs.1,50,300/-was accepted by the respondent in the year 2003. The petitioner has paid 25% of the costs in the year 2004 but he has not taken any steps to pay the balance amount offered by him. The petitioner has stated that the respondent in the year 2011 called upon the petitioner to pay a sum of Rs.16,53,024/- as outstanding due. No documents has been produced by the petitioner to substantiate his claim. On the other hand, the respondent has stated that as on 31.03.2014, the petitioner has to pay Rs.32,75,000/- for getting the sale deed in his favour. The petitioner has not taken any steps from the year 2004 and filed writ petition in the year 2011, after 8 years of acceptance of offer. He has not given any reason for the delay. In view of such un-explained the long delay, the petitioner is not entitled for the relief sought for in the writ petition.

8. From the records, it is seen that the allotment of plot to the petitioner is not cancelled till today. In view of the same, it is open to the petitioner to approach the second respondent by way of representation, within a period of two weeks from the date of receipt of a copy of this order, for getting the sale deed executed in his favour. If such representation is received within two weeks from the date of receipt of a copy of this order, the second respondent is directed to consider the representation of the petitioner and pass orders on merits and in accordance with law within a period of six weeks thereafter.



9. With the above observations and directions, the writ petition is disposed of. No costs.

Sd/-

Assistant Registrar(C.O.,)

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Sub-Assistant Registrar

To

1.The Chairman cum Managing Director, Tamil Nadu Housing Board,
Nandanam, Chennai-35.

2.The Executive Engineer & Administrative Officer,
Tamil Nadu Housing Board, Madurai Housing Unit,
Ellis Nagar, Madurai-625 010.

+1cc to M/s.s.Sri Balaji, Advocate, in SR. No.6511/15.

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