

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 15.04.2016

CORAM

THE HONOURABLE MR. JUSTICE **N. KIRUBAKARAN**

CONTEMPT PETITION No. 991 of 2016

Mr.S. Asgar Ali

..Petitioner

Vs.

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

..Respondent

Prayer: Petition under Sections 10 & 12 of the Contempt
of Courts Act, 70/71, to punish the respondents for having
committed contempt of Court by disobeying the order dated
13.10.2015 made in W.P. No. 21829 of 2015.

For Petitioner :: Mr.M. Rajasekhar

For Respondent :: Mr.P. Tamilmani
for CMDA

O R D E R

When the matter is taken up, it is represented by
Mr.P.Tamilmani, learned counsel for the respondent that, as
per the order of this Court dated 13.10.2015, passed in
W.P. No. 21829 of 2015, the shop was handed over on
06.04.2016 to the petitioner and the same is agreed to, by
Mr.M. Rajasekar, learned counsel for the petitioner.

dated 13.10.2015 is relevant to be extracted for this purpose:

"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."

A perusal of the above extracted portion of this Court's order dated 13.10.2015 would make it clear that the petitioner should be handed over possession of the shop, as he had already paid more than 50% of the sale consideration

and that the balance amount had to be paid, either in lumpsum or in 20 quarterly instalments, as per the Terms and Conditions of Allotment of Shops in FoodGrains Market at Koyambedu. In compliance with the order passed by this Court, the respondent wrote to the petitioner on 30.03.2016 calling upon the petitioner to get possession of the shop.

3. As stated above, the petitioner had already been handed over possession on 06.04.2016. Therefore, as per the terms and conditions, the petitioner has to pay the balance amount in 20 quarterly instalments. With the above observation, the contempt petition is closed.

nv

SD/
DEPUTY REGISTRAR(OS)

//Certified to be true copy//

Dated at Madras this the day of 2016.

सत्यमेव जयते COURT OFFICER(O.S.)
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