

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATE: 16.03.2017

CORAM

THE HONOURABLE MR.JUSTICE M.SATHYANARAYANAN

W.P.No.6476/2017 & WMP.No.6987/2017

V.Dilli Babu

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Petitioner

Versus

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

2.The Manager [Sales and Service]
Tamil Nadu Housing Board
Thirumazhisai Satellite Town Division,
792, TKSPM Towers Trunk Road
Poonamallee, Chennai-56.

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Respondents

Prayer: Writ Petition filed under Article 226 of the Constitution of India, seeking for a writ of certiorarified mandamus calling for the records in connection with the impugned order in Letter No.Thi.Thu.Ko.Na/A1/4373/98 dated 27.02.2017 passed by the 2nd respondent and to quash the same and further direct the respondents to register the sale deed in favour of the petitioner as per the Allotment Order.

For Petitioner : Mr.S.Sivakumar

For Respondents : Mr.V.Anandamoorthy

ORDER

By consent, the writ petition is taken up for final disposal. Mr.V.Anandamoorthy, learned Standing Counsel accepts notice on behalf of the respondents.

2 The Tamil Nadu Housing Board, Korattur Division, Chennai-83, vide Allotment Order in Letter No.A1/4373/98 dated 21.08.1998, had allotted LIG House bearing No.104, at Sevvapet Scheme, subjected to certain terms and conditions and according to the petitioner, he has paid the entire cost and also is in possession of the said property. The grievance expressed by the petitioner is that all of a sudden, the 2nd respondent vide communication dated 28.01.2016 has called upon the petitioner to pay the enhanced value of Rs.4,80,796/- on or before 31.01.2016 and since the petitioner has not paid the same, the arrears worked out to a sum of Rs.10,01,089/- and it should be paid within a period of fifteen days from the date of receipt of the said communication. The petitioner, in this regard, has also submitted a detailed representation dated 19.02.2016 stating among other things that the Land Acquisition Original Petitions are pending in respect of the acquired lands and since the petitioner has paid the entire cost, he is not liable to pay any further amount. The grievance expressed by

the petitioner is that without taking note of the said representation, the 2nd respondent, once again has sent a communication dated 27.02.2017, which is impugned herein, calling upon the petitioner to pay the arrears to the tune of Rs.10, 40,147/- as on 28.02.2017 within a period of fifteen days from the date of receipt of a copy of the notice, failing which, appropriate action will be taken to cancel the allotment and therefore, the petitioner came forward to file the present writ petition.

3 The learned counsel for the petitioner has drawn the attention of this Court to the order dated 21.09.2015 made in WP.No.28290/2015 ***[S.Balaji Vs. The Managing Director, TNHB, Chennai-34 and another]*** as well as to the proceedings of the Executive Engineer-cum-Administrative Officer, Thirumazhisai Division, TNHB, Chennai-56, dated 09.03.2016 in Letter No. Thi.Thu.Ko.Na .Ko/A1/9299/99 addressed to one Mr.N.Malaisamy and would submit that as per the said communication, the payment of cost in respect of the said allottee, has been deferred till final cost is determined by the Board after the disposal of the pending cases for obtaining the Sale Deed and since the petitioner is not interested in getting the Sale Deed, further proceedings of the impugned communication may be deferred

till the finality of the Land Acquisition Original Proceedings and prays for appropriate orders.

4 Per contra, Mr.V.Anandamoorthy, learned Standing Counsel appearing for the respondents would submit that admittedly, at the time of allotment, only tentative cost has been fixed and therefore, the petitioner is bound to pay the enhanced cost and he cannot make a complaint and prays for dismissal of this writ petition.

5 The Court has considered the rival submissions and also perused the materials placed before this Court.

6 A Single Bench of this Court vide order dated 21.09.2015 made in WP.No.28290/2015 has referred to the judgment reported in **2011 [11] SCC 30 [Tamil Nadu Housing Board Vs. Service Society]** and held that the petitioner therein to pay the requisite difference in payment with reference to compensation to be fixed by the Sub Court on a Reference made and on such determination, he shall pay the same and thereafter, get the Sale Deed executed. The Executive Officer-cum-Administrative Officer of Thirumazhisai Zone of the Tamil Nadu Housing Board, Chennai-56, has

also sent a communication dated 09.03.2016 to one of the allottees, viz., N.Malaismy, with regard to the payment of final cost till determination by the Judicial Forum and thereafter, he can get the Sale Deed. In the considered opinion of the Court, the above cited judgment as well as the proceedings would squarely applicable to the facts of the case on hand.

7 In the result, the writ petition stands disposed of and the 2nd respondent is directed to defer all further proceedings in pursuant to the impugned communication dated 27.02.2017 till the disposal of the Land Acquisition Original Petition cases by the jurisdictional Court and depending upon the result of the same, shall work out the cost and make the demand and subject to the payment of the said demand, the petitioner can get the Sale Deed executed in respect of the Allotment dated 21.08.1988 of LIG House No.104 at Sevvapet Scheme. No costs. Consequently, the connected miscellaneous petition is closed.

16.03.2017

Speaking Order

Index : No

Internet : Yes

AP

M.SATHYANARAYANAN, J.,

AP

To

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