

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 22.03.2017

CORAM

THE HONOURABLE Mr. JUSTICE D.KRISHNAKUMAR

W.P.No.38611 of 2016
and WMP.No.33071 of 2016

S.Selvaganapathy

.. Petitioner

Vs

1.The Registrar,
Co-operative Society
Puducherry.

2.The Secretary,
Karaikal Co-operative Building Society Ltd.,
P-87, Nehru Nagar,
Karaikal.

.. Respondents

Writ Petition filed under Article 226 of the Constitution of India, praying to issue a Writ of Certiorarified Mandamus calling for the records on the file of the 2nd respondent herein which relates to the impugned allotment order dated 30.09.2016 bearing Ref.No.KCBS/67/2016-17 thereby allotted a house plot No.102, admeasuring 223.4 sq.m at rate of Rs.2,955/- per sq.m. comprised in R.S.No.107/2 situated at Mayer Packirisampillai Nagar, Thalatheru Village, Keelakasakudi, Karaikal, insofar as fixing rate at Rs.2,955/- per sq.m. and quash the same and consequently direct the 2nd respondent to fix the rate to the house plots depending upon its location and allot regular size plot to the petitioner in the same layout.

For Petitioner : Mr.Ilanthiraiyan

for M/s.Sai Bharath and Ilan

For Respondents: Mrs.Reena Ishwariya [R1 & R2]

Additional Government Pleader (Pondy)

ORDER

By consent of the parties, the Writ Petition is taken up for final disposal.

2. Heard Mr.Ilanthiraiyan, learned counsel appearing for the petitioner and Mrs.Reena Ishwariya, learned Additional Government Pleader (Pondy) appearing for the respondents 1 and 2.

3.It is the case of the petitioner that the second respondent herein notified through paper publication regarding purchase of land measuring 3 Hec. 30 Acres 32 Ca comprised in R.S.No.107/2 situated in Mayor Packirisampillai Nagar, Thalatheru Village, Kizhakasakudi Village, Karaikal for layout of house plot. Vide its communication dated 21.01.2011, it was brought to the notice of the petitioner that the said extent of land on final approval of plots, would fetch nearly 100 plots at an approximate rate of Rs.5,00,000/- each and that any intended purchaser shall deposit advance amount of Rs.1,50,000/- within fifteen days on receipt of said letter.

4. The petitioner being a member of the second respondent- Society intended to purchase a plot from the second respondent-Society and paid a sum of Rs.1,50,000/- at the first instance as per the terms and conditions indicated in its communication dated 21.01.2011. Later, the second respondent, vide its communication dated 30.5.2011 intimated the petitioner to pay the second instalment of Rs.1,00,000/- within 15 days. In response to the said communication, the petitioner also paid a sum of Rs.1,00,000/- on 17.06.2011. Thereafter, the petitioner received a letter from the second respondent stating that inspite of the best efforts, the Society had put, they were not able to secure loans from the authorities and could not register the land in Society's name and hence, to meet out their requirements, the petitioner was required to pay another sum of Rs.50,000/-. In the said circumstances, the petitioner had decided to drop his idea of purchasing the plot and sent a letter to the second respondent to return his advance amount paid and to cancel his registration. In this regard, several correspondences took place between the petitioner and the second respondent. Finally, the petitioner agreed and paid another sum of Rs.50,000/- as advance. Thereafter, the petitioner, vide impugned order dated 30.09.2016 was allotted Plot No.102 measuring an extent 223.4 sq.mtr (2404.65 sq.ft.) at the rate of Rs.2,955/- per sq.mtr and the total value of the plot comes out

to Rs.6,60,147/-.

5. According to the petitioner, he had paid a sum of Rs.3,00,000/- to the second respondent-Society. It is the contention of the petitioner that while notifying the scheme, a rough plan was annexed by the second respondent-Society which indicates that there are 104 plots, which are almost of equal in size and that the approximate price would be Rs.5,00,000/- each. Since the notification was attractive, the petitioner intended to purchase the plot. But in the impugned order, it appears that the plots vary in sizes and the petitioner was allotted a plot ad-measuring 223.4 sq.mtr. at the rate of Rs.2,955/- without any prior intimation to the petitioner and moreover, no arrangements were made by the respondent-Society in securing the loans to the petitioner, as mentioned in the notification. Feeling aggrieved by the impugned order, the petitioner made a representation dated 17.10.2016 to the second respondent in connection with fixing the rate of the land without prior intimation. Despite the receipt and acknowledgment of the said representation, there was no response from the second respondent-Society. Therefore, the petitioner is before this Court in this Writ Petition.

6. The learned Additional Government Pleader appearing for the respondents submitted that the said plot was allotted to the petitioner on his acceptance and that he had also paid the advance amount to the respondent-Society. Therefore, the petitioner has no legal right to dispute the said purchase in the present Writ Petition.

7. The learned counsel for the petitioner, on instructions, submitted that the petitioner has agreed to pay the balance amount of Rs.3,60,147/- within a reasonable time that may be fixed by this Court.

8. By considering the said submissions, it is made clear that the learned counsel for the petitioner does not have serious objection with regard to the payment of the balance amount as impugned in the order.

9. Taking into consideration the above submissions, this Court is inclined to direct the petitioner to pay the balance amount of Rs.3,60,147/- to the second respondent-Society in two instalments, of which, the petitioner is directed to pay a sum of Rs.2,00,000/- within a period of two months from the date of receipt of a copy of this order and thereafter, the petitioner shall pay the balance amount of Rs.1,60,147/- within a period of one month. On receipt of the said amounts, the second respondent-Society shall issue receipts for the said amount and register the plot in the name of the petitioner that was allotted to him. If the petitioner fails to comply with the order of this Court, liberty is given to the second respondent-

Society to take action against the petitioner in accordance with law.

10. With the above directions, this Writ Petition is disposed of. Consequently, connected miscellaneous petition is closed. No costs.

Sd/-

ASST. REGISTRAR

/TRUE COPY/

SUB ASST. REGISTRAR

To:

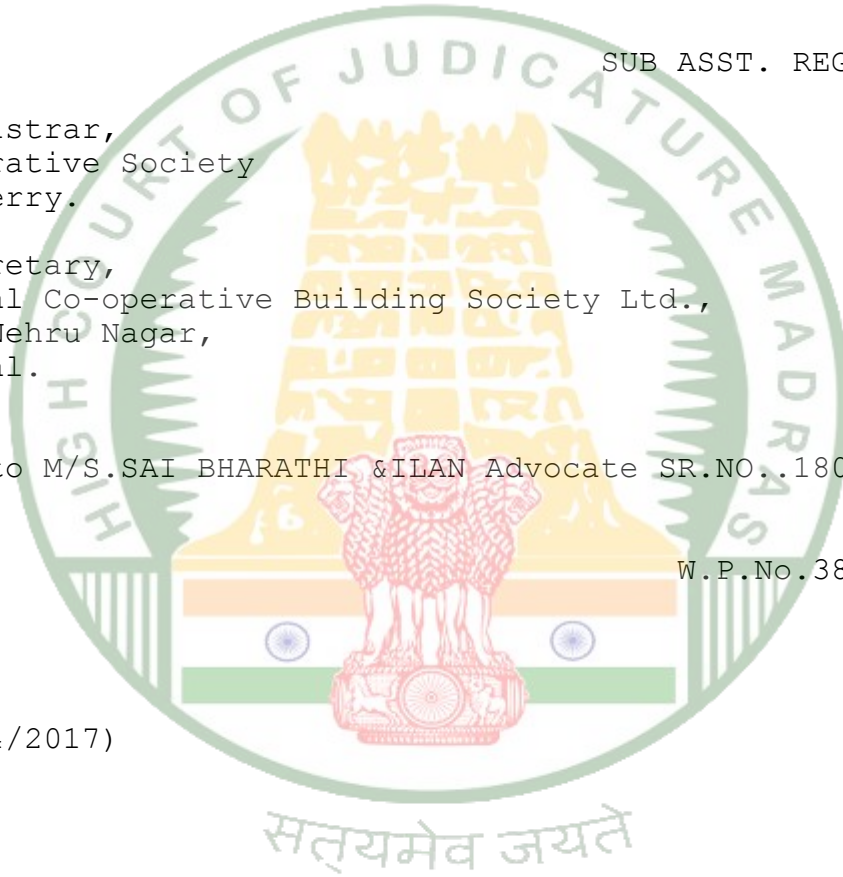
1.The Registrar,
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2.The Secretary,
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Karaikal.

+ one cc to M/S.SAI BHARATHI &ILAN Advocate SR.NO..18078

W.P.No.38611 of 2016

GJ(CO)
RRI (20/04/2017)



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