

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 21.01.2019

CORAM

THE HON'BLE Mr. JUSTICE S.M.SUBRAMANIAM

W.P.No.24444 of 2004

Sri Chandra & Co.
Rep.by its Partner
S.Chandran

...Petitioner

Vs

1. The Member Secretary
Chennai Metropolitan Development Authority,
Gandi Irwin Road
Egmore, Chennai, 600 008.

2. The Chief Executive Officer,
Chennai Metropolitan Development Authority
Gandi Irwin Road,
Egmore, Chennai-600 008

3. The Chief Administrative Officer
Market Management Committee
Koyambedu Wholesale Market Complex
Koyambedu, Chennai.

...Respondents

PRAYER:

Writ Petition filed under Article 226 of the Constitution of India praying to issue a writ of Mandamus, directing the respondents to fix at the cost of Rs.2000/- per sq.ft for the petitioner's shop E-113 instead of Rs.2,750/- per sq.ft collected from the petitioner and further direct the respondents to refund the excess amount of Rs.13,30,350/- collected for the shop bearing No.E113 at the Koyambedu Wholesale Market Complex, Koyambedu, Chennai.

For Petitioner : Mr.Ashok Kumar for M/S.Vanathi
Srinivasan

For Respondents: No Appearance

O R D E R

The relief sought for in the present writ petition is for a direction to the respondents to fix at the cost of Rs.2000/- per

sq.ft for the petitioner's shop E-113 instead of Rs.2,750/- per sq.ft collected from the petitioner and further direct the respondents to refund the excess amount of Rs.13,30,350/- collected for the shop bearing No.E113 at the Koyambedu Wholesale Market Complex, Koyambedu, Chennai.

2. This Court is of an opinion that fixing of the cost is the prerogative of Administrative Authorities with reference to the rules and regulations and as per the Government orders in force. The shop was allotted in favour of the writ petitioner on condition that he should pay the cost of Rs.2,750/- per sq.ft. When the writ petitioner had accepted the terms and conditions, signed the agreement and occupied the shop at Koyambedu Wholesale Market Complex. Thus the writ petitioner cannot plead that the cost fixed by the authorities is high and the petitioner is not in a position to pay the same.

3. The learned counsel for the petitioner states that the petitioner had already paid the cost, as fixed at the rate of 2,750/- per sq.ft. However, the petitioner seeks refund of the cost already paid. Such an exercise can never be done by this Court, in view of the fact that the writ petitioner at the first instance had agreed the terms and conditions and accepted the cost fixed by the competent authorities as Rs.2,750/- per sq.ft. and paid the said amount.

4. The shop was allotted by way of a contract and on terms and conditions. When the parties to the contract agreed the terms and conditions stipulated in the contract, then thereafter, the writ petitioner cannot go back and say that the cost fixed is higher in nature. Even if it is higher as per the petitioner, it is open to him to approach the competent authorities with reference to the Government orders or with reference to the Rules in force.

5. However, this Court cannot consider the relief sought for in the present writ petition as the petitioner agreed to pay the cost of Rs.2,750/- in respect of the shop allotted to him in E-113 at Koyambedu Wholesale Market Complex, Koyambedu, Chennai. This Court is of an opinion that the writ petitioner is not entitled for the relief, as such sought for in the present writ petition. In this view of the matter, the writ petition stands dismissed.

Sd/-

Assistant Registrar(CS III)

//True Copy//

Sub Assistant Registrar

ska/kkn

To,

1. The Member Secretary
Chennai Metropolitan Development Authority,
Gandi Irwin Road
Egmore, Chennai, 600 008.
2. The Chief Executive Officer,
Chennai Metropolitan Development Authority
Gandi Irwin Road,
Egmore, Chennai-600 008.
3. The Chief Administrative Officer
Market Management Committee
Koyambedu Wholesale Market Complex
Koyambedu, Chennai.

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srg 20/02/2019