

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 22.11.2019

CORAM

THE HONOURABLE MR. JUSTICE V.BHARATHIDASAN

W.P. 24911 of 2015

V.P.R.Auto Components,
No.17 A/D, SIDCO Industrial Estate,
Ambattur,
Chennai-600 098
rep. by its Managing Partner
Mr.P.Ranganathan ... Petitioner

Versus

1. The Managing Director,
Tamil Nadu Small Industries Development
Corporation Ltd.,
Regd. Office : SIDCO Corporate Office
Buildings, Thiru-vi-ka Industrial
Estate, Guindy,
Chennai-600 032.
2. The Branch Manager,
SIDCO Branch Office,
Industrial Estate,
Kakkalur-602 003. ... Respondents

PRAYER : Writ Petition is filed under Article 226 of the Constitution of India, praying for the issuance of a Writ of Mandamus, directing the respondents to hand over possession of the plot No.S121 to an extent of 8.53 cents (approximately) allotted to the petitioner by allotment letter dated 23.10.2008 and enter into Memorandum of Understanding with regard to said plot on or before a date as may be fixed by this Hon'ble Court.

For Petitioner : Mr.V.Bhiman for
M/s.Sampathkumar and Asso.

For Respondents : Mr.S.Prabhakaran for R1 & R2

O R D E R

This Writ Petition has been filed seeking a direction to the respondents SIDCO to hand over the possession of Plot No.S121 allotted to the petitioner by an order dated 23.10.2008.

2. According to the petitioner, a vacant plot in Plot No.S121 at the SIDCO Industrial Estate, Kakkalur was allotted to the petitioner vide order dated 23.10.2008. As per the allotment order, the tentative land cost was fixed as Rs.7,65,400/-. The petitioner has to pay 25% of the cost of the plot within a period of two months, and the balance of 75% shall be paid within 6 months from the date of the said allotment order. According to the petitioner, the petitioner has paid a sum of Rs.2,01,900/- on 03.06.2009. Thereafter, he has paid a further sum of Rs.7,51,000/- by way of demand draft, and another sum of Rs.50,000/- was paid by the petitioner on 16.03.2011. Thereafter, the 2nd respondent vide letter dated 09.01.2012, directed the petitioner to pay further sum of Rs.1,45,200/-. Once again, by letter dated 09.01.2013, the petitioner was directed to pay the balance cost of Rs.12,22,840/- on or before 31.07.2013. In absence, necessary action will be taken for cancelling the allotment order.

3. According to the petitioner, inspite of various payments made by him, the respondents are demanding money without any reason whatsoever. Hence, he has submitted a representation before the 2nd respondent against the demand made by them. Thereafter, a show cause notice was issued on 31.01.2014 directing the petitioner to pay the amount within 15 days. Once again, by another letter dated 11.08.2014, the respondent directed the petitioner to pay a sum of Rs.17,23,329/- towards revised plot cost. According to the petitioner, the demand made by the respondents are highly arbitrary without assigning any reason whatsoever. Since the petitioner has made substantial payments to the respondents, came up with the present Writ Petition seeking a direction to hand over the possession of the plot.

4. The respondents have filed a counter affidavit stating that, the plot was allotted to the petitioner on 23.10.2008 on outright sale basis fixing the land cost, tentatively for a sum of Rs.7,65,400/-. The petitioner has paid 25% of the plot cost only belatedly on 03.06.2009, and the petitioner has failed to pay 75% of the remaining land cost till 2010. Thereafter, the allotment order was cancelled by the respondents in and by proceedings dated 30.07.2010. Thereafter, the petitioner has

approached the respondents, and furnished the demand draft for a sum of Rs.7,51,000/-, but it was not accepted by the 1st respondent as he has to pay the revised land cost. Further, the petitioner was requested to pay a demand draft for a sum of Rs.1,95,250/- towards land cost, which is applicable for the year 2011, and to furnish an undertaking agreeing to pay the revised land cost to be fixed by the respondents or allotted cost with interest whichever is higher. But, the petitioner has only paid a sum of Rs.50,000/- on 16.03.2011, and furnished an undertaking agreeing to pay the difference in the land cost as per the land cost fixed by the Government, or the allotted cost with interest, whichever is higher. Since the balance land cost has not been paid, the 2nd respondent has sent a letter dated 09.01.2012 to pay the balance land cost. But, the petitioner did not come forward to pay the same. Once again, the petitioner has made a representation to the 1st respondent to execute memorandum of understanding for his plot, and the petitioner was requested to pay a sum of Rs.12,22,840/- towards the balance revised plot cost vide letter dated 09.07.2013. The same has been reminded vide letter dated 15.07.2013. But, the petitioner did not remit the revised plot cost. Hence, a show cause notice dated 31.01.2014 has been issued to the petitioner. After receipt of show cause notice, the petitioner has given a representation to execute MOU. However, the petitioner has been requested to pay a sum of Rs.17,23,329/- as on 31.07.2014 towards balance revised plot cost vide letter dated 11.08.2014 as the land cost gets revised every year. But, the petitioner so far not paid the amount. Without paying the amount, the petitioner has filed a Writ Petition seeking a direction to hand over the plot after executing MOU.

5. I have heard and considered the rival submissions made by the learned counsel appearing for the petitioner as well as the learned counsel appearing for respondents 1 and 2 and perused the materials available on record.

6. The petitioner has sought for a direction to the respondents to hand over the possession of the plot after execution of MOU. From the counter affidavit filed by the respondents, it could be seen that, after the allotment, the petitioner has committed default in payment, despite several opportunities given to the petitioner, he has failed to pay the amount. That apart, the petitioner has also given an undertaking to the respondents that, he will pay the revised land cost fixed by the Government or the allotted cost with interest whichever is higher. Based on the undertaking, the respondents issued a demand notice, but the petitioner did not come forward to pay the amount. That apart, the petitioner has also not challenged

the notice issued by the respondents demanding the revised land cost. In the above circumstances, without paying the revised land cost as demanded by the respondents, the petitioner is not entitled to seek any relief for execution of MOU. In the said circumstances, the prayer sought by the petitioner cannot be granted. Hence, the Writ Petition is liable to be dismissed. Accordingly, the Writ Petition stands dismissed. No costs.

Sd/-
Assistant Registrar(CS-III)

// True Copy//

Sub Assistant Registrar

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To

1. The Managing Director,
Tamil Nadu Small Industries Development
Corporation Ltd.,
Regd. Office : SIDCO Corporate Office
Buildings, Thiru-vi-ka Industrial
Estate, Guindy,
Chennai-600 032.
2. The Branch Manager,
SIDCO Branch Office,
Industrial Estate,
Kakkalur-602 003.

+2cc to M/s.Sampath Kumar Associates, Advocate, SR.No.97476.
+1cc to Mr.S.P.Prabhakaran, Advocate, SR.No.97478.

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