



WEB COPY

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 25.10.2021

CORAM

THE HONOURABLE MR.JUSTICE S.M.SUBRAMANIAM

W.P.No. 14135 of 2016

and

W.M.P.No.12371 of 2016

P.Karthikeyan,
S/o L.Ramadoss,
No.730, E, Evelyn Ave,
APT 218, Sunnyvale,
United States,
Represented by its's POA
L.Ramadoss,
S/o Lakshmanan,
No.11, Erikkarai Street,
Nerkundram, Poonnamallee High Road,
Chennai- 600 017.

...Petitioner

Vs

1. The Chairman and Managing Director,
Tamil Nadu Housing Board,
Nandanam,
Chennai - 600 035.
2. The Manager (Marketing & Services),
J.J.Nagar Division,
Tamil Nadu Housing Board,
TNHB Shopping Complex,
Thirumangalam, Chennai - 600 101

... Respondents

PRAYER : Writ Petition filed Under Article 226 of the Constitution of India, to issue a Writ of Certiorarified Mandamus, calling for the records of the second respondent pertaining their proceedings J.J.A5/1394/2014 dated 02.02.2016 & J.J.A5/2891/15 dated 03.03.2016, quash the same and consequently directed the respondent to consider the petitioner to waive the interest & penal interest as we are fall under the Thiruvallur District, in view of the Judgment of the Division Bench of this Hon'ble Court in W.P.No.39329 of 2015 award costs.



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For Petitioner : Mr.S.Makesh
For Respondents : Mr.R.Bharathkumar
[For R1 and R2]

O R D E R

The order dated 02.02.2016 issued by the respondents, asking the petitioner to pay the interest for the belated payment of cost amount is under challenge in the present writ petition.

2. The petitioner was allotted with a flat and admittedly, committed default in payment of installments. Therefore, the respondents have imposed interest for the belated payment of cost amount. Thus, the petitioner is constrained to move the present writ petition.

3. The learned counsel for the petitioner made a submission that the petitioner had paid the installments in time. Based on the correct particulars, the respondents have initiated action.

4. The said submission is objected by the learned counsel appearing on behalf of the respondents and it is contended that the petitioner had not settled the installments as per the schedule. In this regard, the learned counsel for the respondents has stated that the payments were made belatedly by the petitioner and therefore, the respondents are empowered to demand interest for the belated payment of installments.

5. In the counter also, the respondent have stated that the A and B certificates were issued to the petitioner on 20.10.2015. In the B-Certificate itself, it was mentioned that the Firm cost of the Flat is fixed as Rs.74,13,600/- as on 22.09.2015. He has paid a sum of Rs.22,41,800/- and he has to pay a sum of Rs.51,71,800/- principal and the interest at the rate of 10.50% will be charged for the delayed payments. The petitioner is ignorant of the contents in the allotment order dated 31.07.2015, the relevant clauses of the sale agreement executed on 29.10.2015, the A and B certificate issued on 20.10.2015 etc. conveniently concealing these facts the petitioner has tried to establish his claims. The flat is ready for occupation and necessary intimation was already sent to take over the flat at the same was also acknowledged by the petitioner on 29.06.2016. The project period is a minimum of 16 months and can be extended for a further period of 6 months aggregating to 22 months, whereas the project is completed well within the period stipulated under clause 1(g) of the sale



agreement and so entire claim of the petitioner is liable for dismissal.

6. This Court is of the considered opinion that allotment of Housing Board flats are made based on the terms and conditions. If any default is committed as per the terms and conditions of the agreement / allotment, the respondents are empowered to claim interest. If at all, the petitioner claims any extraordinary circumstances for waiver of interest, it is for the authorities to consider the same in accordance with law. However, Court cannot consider such issues pertaining to terms and conditions of the contract and direct waiver of interest. In other words, waiver of interest cannot be considered by the Courts, more specifically when the transactions between the parties are contractual in nature.

7. This being the principles to be followed, this Court cannot considered the claim of the writ petitioner for waiver of interest by quashing the order impugned. Thus, the Writ petition stands dismissed. No costs. Consequently, connected miscellaneous petition is closed.

Sd/-
Assistant Registrar (CS-II)

//True Copy//

Sub Assistant Registrar

kak/nti

To

1. The Chairman and Managing Director,
Tamil Nadu Housing Board,
Nandanam, Chennai - 600 035.
2. The Manager (Marketing & Services),
J.J.Nagar Division, Tamil Nadu Housing Board,
TNHB Shopping Complex,
Thirumangalam, Chennai - 600 101.

+lcc to Mr.R.Bharath Kumar, Advocate, S.R.No.54859

W.P.No.14135 of 2016

GSM(CO)
SU(10/11/2021)