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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED 11.08.2021

CORAM:

THE HON'BLE MR.JUSTICE N.ANAND VENKATESH

W.P.No.33030 of 2018 &

W.M.P.No.38296 of 2018

C.Balakrishnan

.. Petitioner

Vs

1.Cooperative Society (Housing) Ltd.

Rep. by Registrar, 18/ 28, Ramanatham Street,
T.Nagar, Chennai - 600017

2.Deputy Registrar,

Cooperative Society (Housing) Ltd, 18/ 28
Ramanathan Street, T.Nagar, Chennai - 600017

3.The President,

Sathiyamoorthy Cooperative Building Society Ltd.
No. 2/ 15, S.V.Chitambaram Road,
Jawahar Nagar, Haffarkhan Pettai, Chennai - 600095

... Respondents

Prayer .: Writ petition filed under Article 226 of the Constitution of India praying for issuance of a writ of Mandamus directing the respondents to deduct the appropriate sq.ft. for which Petitioner had paid 60 percent of the value of the plot in the year 1997 and pay the remaining for Plot 110 Kathirvedu Housing Plot Scheme within a time period fixed by this Honorable Court and till such time plot No.110 Kathirvedu Housing Plot Scheme shall not be encumbered by the respondents.

For Petitioner : Mr.D.Prabhu Mukunth Arunkumar

For Respondents : Mr.A.Selvendiran

Government Advocate

for R1 and R2

Mr.L.P.Shanmuga Sundaram

for R3



O R D E R

This writ petition has been filed for the issue of writ of Mandamus directing the respondents to consider the representation made by the petitioner on 22.01.2018, wherein, the petitioner has requested the respondents to deduct the appropriate square feet for which, the petitioner had paid 60% of the value of the plot in the year 1997 and permit the petitioner to pay the remaining amount for plot No.110 that was allotted to the petitioner.

2. The 3rd respondent allotted a plot in favour of the petitioner in the year 1996 under the New Housing Plot Scheme. Plot No.4 was provisionally allotted and the price was fixed at Rs.72,000/-. This plot was an extent of 1800 sq.ft. The petitioner was directed to pay the entire amount for plot No.4 and the petitioner was able to pay only a sum of Rs.25,000/-.

3. Thereafter, plot No.4 that was allotted to the petitioner was renumbered as Plot No.2 ad-measuring 2100 sq.ft and the petitioner was directed to pay 25% of the value of the newly allotted plot. The petitioner did not pay the amount and hence, the 3rd respondent issued a remainder letter on 12.02.2002, directing the petitioner to pay the entire amount of Rs.24,250/- on or before 31.12.2002. By then, the plot number had changed to 110.

4. There was a complete lull on the side of the petitioner from the year 2002 up to the year 2017 for nearly 15 years. The 3rd respondent informed the petitioner through a letter dated 19.09.2017 that he has to pay the revised price for the plot fixed at 2,000/- per Sq.f.t, within 30 days from the date of receipt of copy of the order. Thereafter, the petitioner requested for extension of time and the 2nd respondent informed the petitioner that as a last chance, the time is extended by 15 days and if the balance amount is not paid, the plot will be put for auction sale.

5. The petitioner thereafter requested the 3rd respondent to reconsider the decision with regard to the revised price and the petitioner made an offer to the effect that the amount that has already been paid by the petitioner shall be adjusted towards 60% of the value of the plot after deducting the



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appropriate square feet and the petitioner is willing to pay the remaining amount claimed by the 3rd respondent. Since this representation was not acted upon by the 3rd respondent, the present writ petition has been filed before this Court.

6. The 3rd respondent has filed a counter affidavit and has questioned the maintainability of the writ petition, in view of the judgement of the larger bench in [K.Marappan Vs.Deputy Registrar of Co-operative Societies, Namakkal] in 2006(4) CTC 689. The 3rd respondent has taken a stand that the present writ petition is not maintainable. On the merits of the case, the 3rd respondent has taken a stand to the effect that the petitioner was given lot of chances to make the payment and after the last communication was made on 12.02.2002, there was absolutely no response from the petitioner and after nearly 15 years, the petitioner had chosen to take advantage of the letter issued by the 3rd respondent on 19.09.2017, re-fixing the price for the plot. The 3rd respondent has further stated that after coming into force of G.O.Ms.No.224, it is only the Price Fixation Committee, which will determine the price for all unsold plots and therefore, the 3rd respondent cannot consider the representation made by the petitioner.

7. Heard the learned counsel for the petitioner and Mr.A.Selvendiran, learned Government Advocate, for Respondents 1 and 2 and Mr.L.P.Shanmuga Sundaram, learned counsel appearing for 3rd respondent.

8. In the considered view of this Court, there has been absolutely no explanation on the side of the petitioner as to what happened from the period from 2002 to 2017 as to why the petitioner was not following up with the 3rd respondent by paying the balance amount demanded by the 3rd respondent. The petitioner has tried to take advantage of the letter dated 19.09.2017, issued by the 3rd respondent revising the price for the plot. This letter issued by the 3rd respondent in the year 2017 may not be sustainable in view of coming into force of G.O.Ms.No.224 dated 27.11.2009. After this Government Order came into force, it is only the Price Fixation Committee which can fix the price for all unsold plots. In view of this development, the 3rd respondent cannot consider the representation made by the petitioner.



9. In view of the above, the 3rd respondent is directed to place the issue before the Price fixation Committee and the price shall be determined by the Price Fixation Committee and it shall be informed to the petitioner. If the petitioner is willing to pay the price and purchase the plot, a sale deed can be executed in favour of the petitioner. If the petitioner is not in a position to pay the cost, it is always left open to the 3rd respondent to proceed further to bring the plot for auction sale and sell the same as per the cost fixed by the Price Fixation Committee. This process shall be completed by the 3rd respondent, within a period of three months from the date of receipt of copy of this order.

10. This writ petition is disposed of with the above directions. No costs. Consequently, the connected miscellaneous petition is closed.

Sd/-

Assistant Registrar(CS-VI)

//True Copy//

Sub Assistant Registrar

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To

1.The Registrar,

Co-operative Society (Housing) Ltd.

18/ 28, Ramanatham Street,

T.Nagar, Chennai - 600017

2.Deputy Registrar,

Cooperative Society (Housing) Ltd, 18/ 28

Ramanathan Street, T.Nagar, Chennai - 600017

3.The President,

Sathiyamoorthy Cooperative Building Society Ltd.

No. 2/ 15, S.V.Chitambaram Road,

Jawahar Nagar, Haffarkhan Pettai, Chennai - 600095

+1cc to Mr.D.Prabhu Mukunth Arunkumar, Advocate, S.R.No.40136

+1cc to the Government Pleader, S.R.No.40072

W.P.No.33030 of 2018 &

W.M.P.No.38296 of 2018

PCH(CO)

SB(03/09/2021)