



WEB COPY

W.P.(MD)No.1304 of 2021

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 04.02.2021

CORAM

THE HONOURABLE MR.JUSTICE **G.R.SWAMINATHAN**

W.P. (MD)No.1304 of 2021

and

W.M.P. (MD)No.1092 of 2021

S.Ramadas

: Petitioner

Vs.

1.The Managing Director,
Tamil Nadu Housing Board, Anna Salai, Chennai.

2.The Executive Engineer,
Uchapatti Thoppur Satellite Town Division,
Tamil Nadu Housing Board,
Elllis Nagar, Madurai - 625 016.

3.The Manager,
Uchapatti Thoppur Satellite Town Division,
Tamil Nadu Housing Board,
Elllis Nagar, Madurai - 625 016.

: Respondents

PRAYER :- Petition filed under Article 226 of the Constitution of India seeking a Writ of Certiorarified Mandamus, to call for the records pertaining to the impugned letter passed by the third respondent vide his proceedings in Letter No.UTAI/MIG C-167/2020 dated 14.12.2020 and quash the same as illegal and consequentially to direct the third respondent to allot the plot to the petitioner to an extent of 1453 sq.feet of land in MIG C category at Utchapatti Thoppur Satellite Town Division.

For Petitioner

: Mr.D.Senthil

For Respondents

: Mr.R.Janarthanan

ORDER

Heard the learned Counsel appearing for the petitioner and the learned Standing Counsel appearing for the respondents.

2.The respondent Housing Board issued a notification seeking applications for allotment of Middle Income Group Category plots in the petition mentioned scheme. The petitioner was one of the applicants. The petitioner was expecting that he would be allotted a plot measuring 1453 sq.ft. But the petitioner came to be allotted a plot measuring about 3570 sq.ft. The petitioner, therefore, challenges the allotment stating that the respondents ought not to have allotted more than what the petitioner applied for.



3.As rightly contended by the learned Standing Counsel for the respondents that the petitioner has not taken into account the relevant terms and conditions. The allotment is done through a very transparent digital process. The petitioner got a corner plot and that plot happens to measure 3570 sq.ft. It is not possible for the Housing Board to parcel it. Therefore, the petitioner either can take it or give up the allotment.

4.In fact, Clause No.10 of the tender notification clearly states so. Since the petitioner has not challenged the said Clause No.10, the petitioner is squarely bound by the same. This Court adjourned the case to enable the petitioner's Counsel to get instructions from the petitioner, as to whether the petitioner is still interested in taking the allotment or he wants to give up. Today, when the matter was taken up for hearing, the learned Counsel for the petitioner states that the petitioner would accept the allotment and he only wants time to pay the amount. The petitioner was hoping that he will be allotted a plot of measuring 1453 sq.ft., and that he would have to pay a sum of Rs.8,00,000/-. Now, he has to pay almost a sum of Rs.20,00,000/-, which is higher even than that of the Higher Income Group category allotment.

5.I am, therefore, of the view that in equity, the petitioner can be given some more time. Therefore, in the interest of justice, the petitioner is given three months time from today to pay the allotment amount to the Housing Board. The relief that is given in this Writ Petition is extension of time to pay the amount in question. The petitioner is, of-course, bound to pay the interest at 8.5% per annum.

6.This Writ Petition is disposed of with the above directions. No costs. Consequently, connected miscellaneous petition is closed.

Sd/-

Assistant Registrar (CO)

// True Copy //

/ /2021

Sub Assistant Registrar(CS)

Cmr

+1 CC to M/s.R.JANARTHANAN, Advocate (SR-3367[F] dated 04/02/2021)

W.P. (MD)No.1304 of 2021
04.02.2021

(NA) CO

AP(17/02/2021) 2P 2C