



WEB COPY

W.P(MD)No.3436 of 2021

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: **23.02.2021**

CORAM

THE HONOURABLE MR.JUSTICE **V.PARTHIBAN**

W.P (MD)No.3436 of 2021

and

W.M.P (MD)No.2787 of 2021

T.Paulraj

... Petitioner

Vs

1.Tamil Nadu Housing Board,
represented by its Chairman cum Managing Director,
Nandanam, Chennai - 35.

2.The Executive Engineer and Administrative Officer,
Tamil Nadu Housing Board,
Madurai Housing Unit,
Ellis Nagar, Madurai - 625 010.

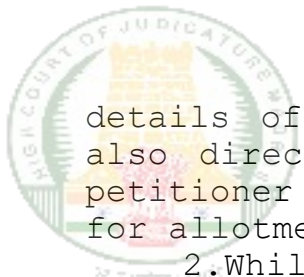
... Respondents

PRAYER: Writ Petition filed under Article 226 of the Constitution of India,praying this court to issue a writ of certiorarified Mandamus calling for the records of the 2nd respondent here in letter No.A3/PC.2/2004 dt 21.01.2021 and quash the same and further direct the 2nd respondent to receive the outstanding amount of Rs.44,89,251/- from the petitioner and execute the sale deed in favour of the petitioner.

For Petitioner : Mr.Veera Kathiravan,
Senior Counsel for
Mr.Vastlaw Associates
For Respondents : Mr.Mehaboob Athiff

ORDER

The case of the petitioner is that the respondent Housing Board had issued a notification in the year 2003 inviting offers for allotment of prime commercial plots at Avaniapuram sites and services scheme through open auction. The petitioner in response to the notification applied for plot No.2 for a sum of Rs.15,03,300/- vide application dated 31.03.2003, According to the petitioner, he had also enclosed 10 % of the offer amount i.e., Rs.1,50,300 vide his application dated 31.03.2003. The petitioner was also informed by the respondents on 18.06.2004 that the offer of the amount of the petitioner was highest amount and according to him his offer was accepted and plot was also allotted with conditions providing the



details of the remaining payments to be made. The petitioner was also directed to register the sale immediately. According to the petitioner he had made payment of 15 % of the total amount payable for allotment of the plot.

2.While matter stood thus, nothing has been stated as to what transpired thereafter. According to the averments in the affidavit, the petitioner appears to have obtained some information under the Right to Information Act regarding the allotment of the shop to him vide notification issued in the year 2003.

3.According to the petitioner has also stated that a number of correspondences being exchanged and finally a letter was sent by the 2nd respondent on 19.08.2019 that the petitioner had been permitted to pay the outstanding due, which had been worked to Rs.44,89,251/- to be paid by him on or before 31.10.2019.

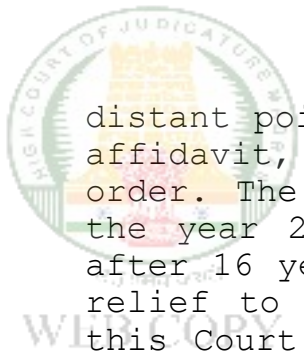
4.The grievance of the petitioner is nothing was forthcoming from the respondent thereafter, despite when the petitioner was willing to make good payment and in that circumstances, a legal notice was issued on 19.12.2019 to the 2nd respondent. Finally an order was passed on 21.01.2021 by the 2nd respondent, rejecting the petitioner's representation and cancelled the petitioner's provisional allotment made on 18.06.2004. The said order is the subject matter of challenge in this writ petition.

5.From the above factual narrative, it can be seen that the petitioner had been given allotment way back on 18.06.2004 and from the impugned order it could be seen from 2004 number of opportunities had been afforded to the petitioner for making good payment in terms of the agreement, but despite opportunity being offered to him there were no payments forthcoming from the petitioner and the Board was finally constrained to sell the plot through public auction and advised the petitioner to participate in the public auction and offer the highest offer in the circumstances.

6.This Court in view of the contents as contained in the impugned proceedings, is unable to appreciate as to how the petitioner leisurely is seeking the allotment of the plot, which was offered to him sixteen years ago. In fact nothing has been explained in the affidavit as to what happened during the long period of sixteen years, as the petitioner had not shown any immediate and prompt interest in discharging their part of the contractual obligation.

7.The affidavit filed in support of the writ petition is bereft of substantive details except referring to one or two details, which hardly covered the period of 16 years from the date of allotment in the year 2014. All of a sudden, the petitioner is before this Court in the year 2021 and seeking to challenge the present impugned order dated 21.01.2021.

<https://hcservices.courts.gov.in/hcservices/> is unable to appreciate the challenge at this



distant point of time as hardly any grounds have been raised in the affidavit, which is worthy enough to interfere with the impugned order. The petitioner, who was initially allotted with the plot in the year 2004, is precluded from having the allotment regularised after 16 years. Therefore, this Court is not inclined to grant any relief to the petitioner, at this distant point of time and also this Court is not convinced about the *bona fides* of the petitioner in approaching this Court leisurely after 16 years from the date of cause of action in the year 2003.

9.Although this Court was initially inclined to impose cost on the petitioner, considering the facts and circumstances of the case, it is refraining from doing so.

10.For the above said reasons, the writ petition stands dismissed as devoid of merits. No costs. Consequently, connected miscellaneous petitioner is also dismissed.

Sd/-

Assistant Registrar (T&P)

// True Copy //

/ /2021

Sub Assistant Registrar(CS)

dsk

To

1.The Chairman cum Managing Director,
Tamil Nadu Housing Board,
Nandanam, Chennai - 35.

2.The Executive Engineer and Administrative Officer,
Tamil Nadu Housing Board,
Madurai Housing Unit,
Ellis Nagar, Madurai - 625 010.

+1 CC to M/s.VAST LAW ASSOCIATES, Advocate (SR-7065[F] dated
24/02/2021)

W.P (MD) No.3436 of 2021
23.02.2021

GS (19.05.2021) 3P 4C