IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 14.02.2022

CORAM

THE HONOURABLE MR. JUSTICE M.GOVINDARAJ

W.P.NO. 22430 OF 2011
AND M.P.NO.1 OF 2011

R.Alagan

... Petitioner

Vs.

1. The Managing Director,
Tamil Nadu Housing Board,
Annasalai, Nandanam,
Chennai - 600 035.

2. The Executive Engineer and
The Administrative Officer,
Tamil Nadu Housing Board,
K.K.Nagar Division,
Ashok Nagar,
Chennai - 600 083.

... Respondents

Prayer:

The Writ Petition has been filed under Article 226 of the Constitution of India praying to issue a Writ of certiorarified mandamus calling for the records relating to the impugned proceedings Lr.No.A12/2320/2010 dated 03.06.2010 on the file of the 2nd respondent, quash the same and consequently constitute a committee of an experts to re-determine the actual difference in final land cost for the Mudichur-Tambaram scheme implemented in S.No.234/2 and fix the amount with interest from the date of the allotment on 25.04.2003 afresh to enable the petitioner to pay the balance amount after adjusting the amount paid already.

For Petitioner : Mr.N.Manokaran

For Respondents : Mr.R.Bharath
for Tamil Nadu Housing Board

ORDER

The petitioner applied for a flat promoted by the respondent Tamil Nadu Housing Board under the housing scheme under MIG Group. The tentative cost of flat then was Rs.5,95,600/- and which he paid. Thereafter, the 2nd respondent issued a letter dated 03.06.2010 which is impugned in this Writ Petition, calling upon the petitioner to pay a sum of Rs.2,50,446/- over and above the money already paid towards the tentative cost. According to the petitioner, the final cost arrived at by the respondents is excessive and that the respondents being a Governmental agency has charged 25% towards profit instead of 9%. Further, along with the interests he paid a sum of Rs.20,00,000/-. Therefore, the claim made by the 2nd respondent through the impugned letter dated 03.06.2010 is too excessive and is liable to be quashed.

2. Per contra, the learned counsel appearing for the Housing Board would submit that the land losers have sought for reference for enhancement of the land cost fixed by the Collector. By LAOP No.157 of 1989, the land cost was enhanced to Rs.1900/- per cent against which the respondents preferred an Appeal in A.S.No.1079 of 1995 before this Court. This court by its order dated 24.01.2008 reduced the market value of the acquired lands at Rs.1100/- per cent instead of Rs.1900/- per cent fixed by the Reference Court. Thereafter, on the basis of the enhanced compensation fixed by the Court, the final cost was arrived at. The petitioner who has agreed to pay the final cost cannot question the fixation. Further more according to him, the fixation of final cost was issued in proceedings No.C4/17123/09 dated 26.05.2010. The said proceedings fixing the final cost was not challenged by the petitioner where as the consequential letter issued by the respondent Housing Board was alone questioned. Therefore, the challenge to the consequential letter under Article 226 is not maintainable. He would further submit that the contention of the petitioner that failure to file Appeal against the enhancement is also not sustainable as the price was reduced from Rs.1900/- to Rs.1100/- and therefore the claim of the petitioner is not sustainable.

3. Heard the submissions.

4. Admittedly, the petitioner entered into a contract to purchase a flat under MIG Group and he has agreed to pay the final costs as and when it is determined on completion of the land acquisition proceedings. Admittedly, the Reference Court fixed the land cost at Rs.1900/- per cent and it was modified in appeal to Rs.1100/- per cent. The order passed by this court in A.S.No.1079 of 1995 shows that the land cost is reduced on

Appeal filed by the respondent. Therefore, the contention of the respondents have not taken any action against enhancement of the land cost and the claim made by them is exorbitant are not sustainable one. Once the petitioner entered into contract to pay the final cost, it is binding upon him and he is liable to pay the cost fixed on the basis of the award.

5. The learned counsel for the petitioner would mainly rely on the profit calculated at 25% instead of 9%. The calculation of the profit or interest are of factual details which can be gone into by way of letting in evidence. The Writ Court cannot venture into actual expenditures and other factual details involved in the fixation of final cost. As per the contract, the petitioner has agreed to pay the final cost and he cannot turn around and say that the final cost fixed by the respondents is not reasonable. If at all he wants to challenge the same, he has to file a Civil Suit and not a Writ petition. As contended by the learned counsel for the respondents, the order passed by the respondents dated 03.06.2010 was not challenged whereas the consequential notice issued alone is challenged. The Writ Petition against the letter is not maintainable. Therefore also, this court is not inclined to grant the relief as sought for by the petitioner.

6. Accordingly this Writ Petition stands dismissed. No costs. Consequently connected miscellaneous petitions are closed.

Sd/-
Assistant Registrar(CS IX)

//True Copy//

Sub Assistant Registrar

rap/kpr

To

1. The Managing Director,
Tamil Nadu Housing Board,
Annasalai, Nandanam,
Chennai - 600 035.

2. The Executive Engineer and
The Administrative Officer,
Tamil Nadu Housing Board,
K.K.Nagar Division,
Ashok Nagar,
Chennai – 600 083.

+1cc to Mr.N.Manokaran, Advocate, S.R.No.9358
+1cc to Mr.R.Bharath Kumar, Advocate, S.R.No.9628

W.P.No. 22430 of 2011
and M.P.No.1 of 2011

EV(CO)
PM/08/03/2022