



*W.P(MD)No.9177 of 2015*

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 24.11.2022

CORAM

**THE HON'BLE MR.JUSTICE R.VIJAYAKUMAR**

**W.P(MD)No.9177 of 2015**

**and**

**M.P(MD)Nos.1 & 2 of 2015**

S.Kannaiyan

... Petitioner

Vs.

1.The State of Tamil Nadu,  
Represented by its  
Secretary to Government,  
Housing Unit and Urban Development Department,  
Fort St. George,  
Chennai-600 009.

2.The Chairman and Managing Director,  
Tamil Nadu Housing Board,  
Nandanam,  
Chennai-600 009.

3.The Public Information Officer / Administrative Officer,  
Tamil Nadu Housing Board,  
Trichy Housing Unit,  
Kajamalai Colony,  
Trichy District.

... Respondents

**PRAYER :** Writ Petition filed under Article 226 of the Constitution of India, praying this Court to issue a Writ of Certiorarified Mandamus, to



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call for the records pertaining to the impugned demand notice in Letter No.R.3/1525/91, dated 15.12.2014 on the file of the third respondent and quash the same as illegal and consequently to direct the third respondent to issue sale deed to the petitioner for his allotted ready built house No.6, HIG (KA. PURAM B TYPE) on payment of difference in land cost without any interest within the time stipulated by this Court.

For Petitioner : M/s.T.Lajapathi Roy

For R-1 : M/s.B.Saravanan  
Additional Government Pleader

For R-2 & R-3 : M/s.M.Suresh  
Standing Counsel

### **ORDER**

The present Writ Petition has been filed challenging an information received from the third respondent herein, under which, the petitioner was directed to pay a sum of Rs.2,22,674/- on or before 31.12.2014 and thereafter, get the draft sale deed.

2. According to the learned Counsel for the petitioner, though he has regularly paid the amount, under the order impugned in the writ petition, a huge amount has been demanded. The learned Counsel for the petitioner further relied upon an intimation, dated 30.10.2012, under



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which, a demand notice was issued by the third respondent herein. In the said communication, only a sum of Rs.22,628/- was shown as an outstanding amount. However, in the year 2014, suddenly, a sum of Rs.2,22,674/- has been demanded. Hence, he prayed for allowing the writ petition.

3. Per contra, the learned Standing Counsel appearing for the Housing Board pointed out that the letter, dated 30.10.2012, has been sent with erroneous calculation and the same was also intimated to the writ petitioner by proceedings, dated 26.07.2013. Hence, the petitioner cannot rely upon the communication, dated 30.10.2012. The learned Standing Counsel for the respondents also brought to the notice of the Court that a communication has been sent to the writ petitioner on 01.10.2001, informing that he has to pay a difference in land cost of Rs.32,900/- on or before 30.11.2001. The said amount has not been paid and continuously communications are being sent by the writ petitioner. Therefore, he prayed for dismissal of the writ petition.



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4. Admittedly, the petitioner is an allottee of HIG [KA. PURAM B-Type] house and an order of allotment has been issued to the writ petitioner to the said effect. The original land cost was fixed at Rs.1,17,000/- and the petitioner has to pay the said amount by way of equated monthly installments. Even in payment of the said installment amount, there was some default to an extent of Rs.4,389/-, for which, the respondent Board had imposed a penal interest of Rs.17,220/-. As far as the imposition of penal interest for non-payment of the principal amount mentioned in the tentative cost is concerned, this Court cannot interfere.

5. The lands which have been developed by the Housing Board have been subjected to acquisition proceedings and thereafter, developments have been made by the Housing Board. In view of the said proceedings, the land cost has got increased and the petitioner was directed to pay the difference in land cost, namely, a sum of Rs.32,900/- by way of a communication, dated 01.10.2001. The said communication has not been challenged at any point of time by the writ petitioner. Hence, it is clear that despite information from the Board, the respondent has not chosen either to pay the said amount or to challenge the said



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amount in a manner known to law.

6. In view of the default committed by the writ petitioner in payment of difference in land cost, the respondent Board has imposed an interest of Rs.74,153/-. Calculating the said amount, the order impugned in the writ petition has been issued. Since the authorities have not imposed any interest prior to the intimation of the difference in land cost, this Court does not find any illegality or infirmity in the order impugned in the writ petition. The petitioner is directed to approach the respondent authorities for settling the dues and for getting a draft sale deed from them.

7. With the above said observation, the writ petition stands disposed of. There shall be no order as to costs. Consequently, connected Miscellaneous Petitions stand closed.

**24.11.2022**

Index : Yes / No  
Internet : Yes / No  
btr



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To

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**R.VIJAYAKUMAR, J.**

btr

Order made in  
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