



W.A(MD)No.751 of 2017

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

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DATED: 28.09.2022

CORAM:

**THE HONOURABLE MRS.JUSTICE J.NISHA BANU
and
THE HONOURABLE MR.JUSTICE N.ANAND VENKATESH**

W.A(MD)No.751 of 2017

R.Sasikala

.. Appellant/Writ Petitioner

Vs.

1.Government of Tamil Nadu,
Represented by its Secretary,
Housing & Urban Development Department,
Fort St.George,
Chennai- 600 009.

2.The Tamil Nadu Housing Board,
Represented by the Executive Engineer & Administrative Officer,
Madurai Housing Unit, Ellis Nagar,
Madurai – 625 016.

.. Respondents/ Respondents

PRAYER: Appeal is filed under Clause 15 of Letters Patent against the order dated 10.02.2017 made in W.P.(MD) No.14151 of 2011.

For Appellant : Mr.S.Natarajan



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For Respondents : Mr.D.Sasikumar
Additional Government Pleader for R1

Mr. A.Kannan
Senior Counsel for R2

JUDGMENT

J. NISHA BANU, J.
and
N. ANAND VENKATESH, J.

This writ appeal has been filed against the order passed by the learned Single Judge in W.P(MD)No.14151 of 2011, dated 10.02.2017.

2. The case of the appellant is that she was allotted a plot by the Housing Board under a Hire Purchase scheme. As per the allotment order, the total price of the plot was fixed at Rs.2,11,000/- and Rs.84,400/- had to be deposited initially and the balance price of Rs.1,26,600/- had to be paid by way of monthly instalments at the rate of Rs.3122/- for a period of five years.

3. The further case of the appellant is that the initial deposit of Rs.84,400/- was paid by her and the first monthly instalment was also



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paid on 13.04.2009. On 16.04.2009, the possession was handed over to the appellant and the appellant continued to pay the monthly instalment till October, 2019.

4. It is stated that the appellant paid the entire balance amount of Rs.1,14,934/- on 17.11.2009 and she requested the second respondent to execute the sale deed in her favour.

5. The grievance of the appellant is that she received the impugned communication dated 25.02.2011 from the second respondent whereby the appellant was directed to pay a further sum of Rs.3,91,420/-. Aggrieved by the same, the writ appeal was filed before this Court.

6. The second respondent had filed a counter affidavit and had justified the reason for the demand of a further sum of Rs.3,91,420/-.

7. The learned Single Judge, after taking into consideration the stand taken by the Housing Board and also the relevant clauses in the



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agreement, came to a conclusion that only a tentative cost was fixed and it was made clear in the agreement itself that the final cost will be fixed after taking into consideration the compensation fixed in the land acquisition proceedings. The learned Single Judge also took into consideration the calculation memo filed by the Housing Board and did not find any illegality in the amount demanded by the Housing Board through the impugned notice dated 25.02.2011.

8. Heard Mr.S.Natarajan, learned counsel appearing for the appellant, Mr.D.Sasikumar, learned Additional Government Pleader appearing for the first respondent and Mr.A.Kannan, learned Senior Counsel appearing for the second respondent.

9. The learned counsel for the appellant submitted that the impugned notice was issued by the Housing Board without affording any opportunity to the appellant and on that ground alone, the same is liable to be set aside. To substantiate his submission, the learned counsel relied upon the judgment of this Court in *N.Sivakumar v. Puducherry Housing Board*, reported in **2016 (1) CTC 754**.



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10. The learned counsel for the appellant further submitted that the final cost was already fixed by taking into consideration the compensation fixed in the land acquisition proceedings and that is why the appellant was directed to pay a sum of Rs.1,14,934/- and the possession of the plot was also handed over to the appellant. In view of the same, the Housing Board could not direct the appellant to pay a further sum of Rs.3,91,420/-.

11. The appellant is bound by the agreement and the agreement makes it very clear that the final cost will depend upon the compensation fixed in the land acquisition proceedings. The learned counsel for the appellant brought to the notice of this Court the proceedings of the second respondent dated 19.01.2011 wherein a reference has been made to the compensation fixed in the land acquisition proceedings. This proceeding was taken into consideration by the learned Single Judge and it was held that the proceedings was more in the nature of an advice given to the Board and it does not deal with the interest portion that has to be paid along with compensation by the Housing Board. Hence, the



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learned Single Judge took into consideration the interest component for the period from 31.03.1996 to 17.11.2009. Accordingly, it was held that the demand made by the second respondent is fully justifiable.

12. This Court exercising its jurisdiction under Clause 15 of the Letters Patent, will not interfere with the order passed by the learned Single Judge if the order is supported by reasons and the discretion has been properly exercised. We are exercising correctional jurisdiction and we do not find any infirmity in the order passed by the learned Single Judge. Ultimately, the final cost fixed by the Housing Board is in line with the terms of the agreement and the Board has not demanded any exorbitant amount from the appellant.

13. In view of the above discussion, we do not find any ground to interfere with the order passed by the learned Single Judge and accordingly, this writ appeal stands dismissed. No Costs. There shall be a direction to the appellant to pay the sum of Rs.3,91,420/- to the second respondent within a period of six(6) weeks from the date of receipt of a copy of this order and on such payment, the second respondent shall



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execute the sale deed in favour of the appellant. If such payment is not made, it is left open to the second respondent to proceed further in accordance with law.

[J.N.B., J.] & [N.A.V., J.]

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Index : Yes/No

Internet : Yes/No

PJL

To

The Secretary,

Government of Tamil Nadu,

Housing & Urban Development Department,

Fort St.George,

Chennai- 600 005.



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JUDGMENT MADE IN

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