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WP.No.17471 of 2015

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated: 10.01.2023

CORAM

THE HONOURABLE **DR. JUSTICE ANITA SUMANTH**

WP.No.17471 of 2015

Uma Gopalakrishnan

... Petitioner

Vs

The Chairman,
Tamil Nadu Slum Clearance Board,
No.5, Kamarajar Salai, Triplicane,
Chennai – 600 005.

... Respondent

PRAYER: Writ Petition filed under Article 226 of the Constitution of India praying to issue a Writ of Mandamus, to direct the respondent herein to execute the sale deed in favour of the legal heirs of Late.Mr.Gopalakrishnan the original allottee in respect of the property at Plot No.143, Door No.14/34, Marimuthu Street, Carnation Nagar, Korukupet, Chennai – 600 021 (measuring 2330 sq.fts) within such stipulated time.

For Petitioner : Mr.M.Karthikeyani
For Respondent : Mrs.G.Thilakavathy, Senior Counsel
for Mr.G.Siva Kumar, Standing Counsel

ORDER

This matter has been listed on several dates and the Court has heard the rival contentions in regard to the computation of dues by the petitioner in respect of the



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property at Plot No.143, Door No.14/34, Marimuthu Street, Carnation Nagar, Korukupet, Chennai-600 021 (plot/plot in question).

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2.The plot in question admeasuring 2330 sq. ft. had been allotted to the husband of the petitioner/Gopalakrishnan vide Board proceedings (in short Board/TNSCB) bearing Reference No.Se.Mu.No.105/86/L dated 18.08.1986 on a hire purchase basis on monthly payment of Rs.157/- for a term of 10 years.

3.According to the petitioner, the entire amount had been paid by her husband during his life time, but the sale deed has not been executed in her favour/favour of the legal heirs of the original allottee, till date. Hence, this writ petition, wherein the petitioner seeks a mandamus directing the Board to execute a sale deed in her favour within the a time frame to be fixed by this Court.

4.The matter has been hanging fire since its institution on 22.06.2015 and there were several disputes that were raised by the parties.

5.Firstly, the Board contended that there was a difference of around 22 sq. mtrs. In the dimensions of the plot that was allotted. According to them only 211 sq. mtrs. had been allotted to the husband of the petitioner, whereas the petitioner was found in possession and occupation of an extent of 233 sq. mtrs. This fact was noted by the Court in order dated 21.07.2022 and a prima facie finding recorded that the difference in measurement was not sustainable since the allotment order had specifically referred to the



extent of land. Revenue records reveal that the dimensions of the property allotted was, in fact 233 sq. mtrs. This aspect of the matter has been settled under order dated 15.02.2005 wherein the respondent had categorically confirmed that what has been allotted to the petitioner (her husband) was an extent of 233 sq. mtrs. only.

6.The second dispute raised related to the alleged delay in the petitioner having settled the installments of payment. No doubt, there has been some delay in remittance of the amount. However, the parties have on several occasions filed their own computations of what would be the balance amount are payable and the interest thereupon.

7.This exercise has engaged the attention of the Court on more than a dozen occasions from 28.07.2022 till 04.11.2022. On 05.12.2022 when the matter was listed before me, the following order was passed:

'The petitioner has been allotted a plot as early as on 18.08.1986. On the mistaken assumption that the plot admeasures 211 sq. mts., the price was fixed at a sum of Rs.13,840/- and she has, admittedly, not paid that amount within the time available.

2. On 15.02.2005, an order has come to be passed on the ground that the measurement was, in fact, not 211 sq. mt. but 233 sq. mt. An additional sum of Rs.69,900/- was determined as payable toward sale consideration. The petitioner has remitted this amount on 03.09.2009, along with interest computed at 8% per annum and simple interest, which amounts to a sum of Rs.21,366/-. Thus, in all, the petitioner has remitted a sum of Rs.90,266/-.

3. According to the respondents, this additional demand would also be governed by the terms of the original contract and thus the interest payable ought to have been compounded. Therein lies the difference in computation.

4. I am inclined to proceed with the view that the demand dated



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15.02.2005 is a new demand and which does not contain any provision for interest at all. Since, admittedly, the petitioner has remitted more than the amount demanded on 15.02.2005, the amount so computed should suffice.

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5. Learned counsel for the respondents seeks two days time to obtain instructions. At his request, list on 08.12.2022 as Item No.3 in the cause-list.'

8.On 08.12.2022, the parties, at their request, were referred to Mediation to decide solely the issue of rate of interest and whether it be simple or compounded. The respondent counsel accedes to the position only that simple interest is to be levied. Before the Mediator, the parties have agreed as to what would be the balance of the consideration payable. As against the balance determined at an amount of Rs.69,900/-, the parties have agreed on a sum of Rs.57,617/- as being the balance payable/recoverable. This amount shall be paid within a period of one week from today.

9.This writ petition had been filed in the year 2015 only seeking a mandamus. The order enhancing the demand has been passed in 2005 but has not been disputed or challenged by the petitioner at any point in time. Needless to say, the petitioner is required to compensate the respondent to some extent for the delay in effecting payment.

10.The second component of the demand relates to interest at the rate of 12% for the period 01.07.2015 to 31.12.2022 that has been complied by the respondents at Rs.27,172/-. Since the original term of allotment refers to interest only at the rate of 8%, it would be appropriate to direct the Board to re-compute interest at the rate of 8% and convey such computation to the petitioner within a week from today. The petitioner will



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be granted eight (8) weeks to pay the amount computed in installments.

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11.The execution of sale deed shall be within a period of one week after the interest component is remitted. This writ petition stands disposed in the aforesaid terms. No costs.

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vs

Index : Yes / No

Speaking Order / Non Speaking Order

To

The Chairman,
Tamil Nadu Slum Clearance Board,
No.5, Kamarajar Salai, Triplicane,
Chennai – 600 005.

Dr.ANITA SUMANTH,J.

VS



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