



W.P.No.4571 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 30.08.2023

CORAM

MR.JUSTICE N.SESHASAYEE

W.P.No.4571 of 2022
and
WMP.Nos.4709 and 5538 of 2022

L.Manickasundaram

... Petitioner

Vs.

1.The Chairman
Tamil Nadu Housing Board
331, Mount Road
Nandanam, Chennai 600 035.

2.The Executive Engineer & Administrative Officer
Tamil Nadu Housing Board
Erode Housing Unit
Sampath Nagar
Erode 638 011.

... Respondents

PRAYER: The writ petition filed under Article 226 of the Constitution of India, to issue a Writ of Certiorarified Mandamus, to call for the records on the file of the second respondent in proceedings in LR.No.R5/4623A/1991 dated 27.01.2022 and quash the same as illegal, incompetent and without jurisdiction



W.P.No.4571 of 2022

and further direct the respondent to execute the sale deed as directed by this Court in W.A.No.1317 of 2000 dated 12.06.2007 by determining the price as was prevailing in between January-June 2000 and also without charging any further interest and thereby render justice.

For Petitioner : Mr.V.Raghavachari
Senior Counsel
for Mrs.V.Srimathi

For Respondents : Mr.D.Veerasekaran for R1 & R2

ORDER

The petitioner herein is tormented by the recklessness of the TNHB for close to 32 years. This Court will narrate the agony with a degree of pain and with lot of contempt for the indifference and carelessness with which the TNHB approached the property of this litigant, a citizen of this Country.

2.The property of the petitioner was acquired by the Government for the purposes associated with TNHB. He is in Erode. Instead of paying compensation, the land acquiring authority struck a deal with the petitioner and those who are similarly placed that they would be compensated in terms of cash, plus allotment of a plot.



W.P.No.4571 of 2022

This Court is informed that because the property acquired are residential houses, plots were allotted in addition to the money-compensation.

3.Scene 2: TNHB not to keep their word to allot the plot that it had promised to the petitioner. Even as it kept its word to some of the other landowners. Except four individuals, namely Palanisamy, Krishnasamy, Manickasundaram and Chellappa Gounder, others were given money compensation plus allotment of plots in Sampath Nagar Phase-I. These unfortunate landowners approached this Court for remedy. Therefore, 2 among the aggrieved 4 individuals preferred WP.Nos.19951 of 1992 and 32080 of 1993. The prayer before the Court was to direct the Government and TNHB to allot a plot each, in Sampath Nagar Phase-I as was originally promised. Indeed prior to filing of these petitions, these petitioners approached TNHB for allotment in terms of the promise made but that came to be rejected some time in November 1992. Challenge to this proceedings of TNHB is the subject matter of the said Writ Petitions.

4.A learned Single Judge of this Court, vide his order dated 25.04.2000, allowed the same. In the meantime, remaining 2 also obtained a favourable order such as



one indicated above. TNHB would prefer W.A.Nos.1371 and 1320 of 2000 and a Division Bench of this Court vide its order dated 12.06.2007 confirmed the said order. The operating portion of the order is contextually relevant.

"3.....Accordingly the following order is passed:-

“The judgment under challenge in each writ appeal quashing the order impugned in the writ petition is confirmed. However the mandamus issued to allot a residential/commercial plot is modified directing the Housing Board to allot a commercial plot in Sampath Nagar Phase I/Phase II Scheme to each of the writ petitioners, within a period of 30 days from the date of receipt of a copy of this order. As far as the payment of the price for the plot to be allotted is concerned, since even at the earliest stage when the acquisition proceedings were commenced the land owners were informed that they must pay the prevailing price and since much water had flown under the bridge from then onwards and the fact that the learned Single Judge allowed the writ petitions on 25.04.2000, 19.06.2000 and 30.06.2000, we are of the considered opinion that ends of justice would be met if the Housing Board is directed to fix the price at which the Housing Board had allotted commercial plots to other people in Sampath Nagar Phase I or Phase II Scheme as the case may be during the period from January



W.P.No.4571 of 2022

2000 to June 2000. Once a provisional allotment is made by the Housing Board and a demand is made for the price payable for such allotment, each of the allottee would pay the amount demanded within three equal bi-monthly instalments to the Housing Board and on payment of the entire sum only, the Housing Board will execute the sale deed."

5.A significant deviation which the Division Bench had made vis-a-vis the decision of the learned Single Judge is that it required the petitioner to pay the compensation of certain value for the commercial plots, but has underscored that it should be the value on the date the order of the learned Single Judge in each of the petitions filed by the landowners.

6.This order of the Division Bench was challenged by the TNHB before the Hon'ble Supreme Court in a batch of SLP Civil Nos.23940 of 2007, 23941 of 2007 and 23945 of 2007 and it came to be dismissed on 21.02.2012.

7.Very unfortunately, TNHB could not understand what the Courts have said, and it would continue to defy the orders of the Court, which forced the petitioner



W.P.No.4571 of 2022

herein to prefer W.P.No.6657 of 2013, which came to be disposed of by the learned Single Judge of this Court vide order dated 12.04.2016. The relevant portion reads as follows:

"5.....When there is a specific direction by the Division Bench of this Court to the Housing Board to fix the price at which the Housing Board had allotted commercial plots, during the period from January 2000 to June 2000, which direction was also confirmed by the Honourable Supreme Court, now by in total violation to the said order, the respondents cannot fix the price arbitrarily for the plot. Therefore, I am of the opinion that the writ petition deserved to be allowed as prayed for."

8.Housing Board still cannot understand this order written in absolutely simple and understandable English. Finally, after nearly 32 years since TNHB ignited the agony of the petitioner, provided them with a calculation statement dated 27.01.2022. They have calculated the cost of the land as on 07.03.2000 at Rs.29,90,401/- for the petitioner. Interestingly, if not shamelessly, for all the default which the TNHB had made in not doing, what it should have done immediately after the order of the Division Bench dated 25.04.2000, by just



picking a calculator and pressing the numbers, it slapped interest on the above referred to sum and fixed the total cost at Rs.1,71,38,000/- for the petitioner.

9.Inexplicable are the ways of TNHB, if only this Court needs to show some degree of respect to it. Here is an entity, an instrumentality of the State, which chose to expropriate the citizens of their property, make promises, invite judicial orders, but still never has an intention to show any respect to any of them. They are in their own zone, which is far beyond the milky way, as its altitude is disconnected with the legal process of this Country. This is evident.

10.For all its default, it has slapped the interest on the petitioner. This is untenable, unless this Court wants to patronise patent illegality, and gross contempt of its own process.

11.To a query from this Court, the counsel for the petitioner submitted that he agrees with the cost of the land as was arrived by the TNHB. In other words, the petitioner agrees to pay Rs.29,90,401/- as the cost. This is in conformity with the earlier orders passed by this Court and it will end the dispute.



W.P.No.4571 of 2022

12.This Court therefore has to intervene with the impugned notice, which is now under challenge, and quash the interest component stated therein. The petitioner is directed to deposit Rs.29,90,401/- with TNHB within a period of four weeks.

13.The learned counsel for the petitioner submitted that the petitioner had already paid Rs.5,00,000/- pursuant to an interim order of this Court. After adjusting the same, the petitioner is now directed to pay Rs.24,90,401/- within a period of four weeks from the date of receipt of a copy of this order, whereupon, the TNHB shall execute the sale deed.

14.Any deviation from this order, would instantly expose the authority concerned not only to Civil Contempt but also to Criminal Contempt since the conduct of the TNHB and his various authorities at various points of time have put the spoke on the smooth running of the judicial wheel, with their utter defiance to judicial orders of this Court.

15.The writ petition is accordingly disposed of. No costs. Consequently, the connected miscellaneous petitions are closed.



W.P.No.4571 of 2022

16.Post for reporting compliance on 01.11.2023.

30.08.2023

pvs

Index : Yes / No

Neutral citation : yes/no

To

1.The Chairman

Tamil Nadu Housing Board

331, Mount Road

Nandanam, Chennai 600 035.

2.The Executive Engineer & Administrative Officer

Tamil Nadu Housing Board

Erode Housing Unit

Sampath Nagar

Erode 638 011.



WEB COPY



W.P.No.4571 of 2022

N.SESHASAYEE, J.

pvs

W.P.No.4571 of 2022
and
WMP.No.4709 of 2022

30.08.2023