



W.P.No.4407 of 2018

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 23.06.2023

CORAM

THE HONOURABLE MR.JUSTICE M.DHANDAPANI

W.P.No.4407 of 2018

and

W.M.P.Nos.5419 and 5420 of 2018

A.V.Tamilvanan

... Petitioner

Vs.

1. The Secretary,
Tamil Nadu Housing Board and Rural Department,
Fort St.George,
Chennai – 600 009.
2. The Chairman,
Tamil Nadu Housing Board,
Anna Salai,
Chennai.
3. The Executive Engineer,
Tamil Nadu Housing Board,
Hosur Zone,
Hosur.



W.P.No.4407 of 2018

4. The Manager Marketing,
Tamil Nadu Housing Board,
Hosur Housing Unit,
Bagalur Road,
Hosur – 635 109.

... Respondents

PRAYER : Petition filed under Article 226 of the Constitution of India praying for issuance of Writ of Certiorarified Mandamus, calling for records in proceeding pursuant to the order passed in Letter No.HR 11/4026/1990, dated 15.12.2014, on the file of the fourth respondent and quash the same and consequently, direct the respondents to consider the petitioner's representation dated 15.11.2017.

For Petitioner	:	Mr.R.K.Gandhi
For Respondents	:	Mr.M.Alagu Goutham Government Advocate for R1 Mr.D.Veerasekaran Standing Counsel for R2 to R4

O R D E R

This Writ Petition has been filed to call for the records of the Letter No.HR 11/4026/1990, dated 15.12.2014 passed by the fourth respondent and quash the same and consequently, direct the respondents to consider the representation of the petitioner dated 15.11.2017.



W.P.No.4407 of 2018

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2. The case of the petitioner is that he was allotted a house property under the LIG Scheme on payment of monthly installments in the year 1997. He had paid the initial amount of Rs.17,000/- and the balance in installments. However, he failed to keep up the commitment and did not paid the monthly installments. Hence, the fourth respondent has canceled the allotment through the allotment order dated 15.12.2014. The petitioner now rests his claim on the basis of G.O.(Ms)No.215, Housing Unit and Urban Development Department, dated 28.09.2012 waiving the default interest and penal interest and submits that the amount demanded by the third respondent to the tune of Rs.3,56,408/- without giving waiver of interest is untenable. He further requested the third respondent that he is ready to pay the said amount in installments, which was also rejected. Hence, the petitioner has challenged the impugned cancellation order by way of filing the present Writ Petition.

3. The learned counsel appearing for the petitioner submits that the petitioner is in occupation of LIG Houses at Harur, Dharmapuri District



W.P.No.4407 of 2018

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from 1999 onwards and the petitioner paid substantial amount to the respondents, however, the balance penal amount of Rs.3,56,408/- was not paid by the petitioner. The respondents are calculating huge penal interest, however the simple interest is 10.5% per annum. The petitioner is ready and willing to pay a sum of Rs.3,56,408/- with simple interest at 10.5% from 15.12.2014 to as on date.

4. The learned Standing Counsel appearing for the respondents would submit that though they have charged penal interest at 13.5%, this Court may consider and pass appropriate orders.

5. Heard the learned counsel appearing for the parties and perused the materials placed before this Court.

6. After considering the facts and circumstances of the case, a learned Judge of this Court by order dated 02.12.2021 directed the petitioner to pay a sum of Rs.5,19,834/- as full and final settlement within a



W.P.No.4407 of 2018

WEB COPY

period of three months. The petitioner sought for extension of time and the same was granted by order dated 18.02.2022. Even thereafter the petitioner did not pay the amount. The case was then referred to Lok Adalat and the respondents by communication dated 10.05.2023 has given a calculation sheet claiming Rs.5,49,856/- as the amount due as on May 2023 and that they were willing to accept the payment. However, the petitioner neither appeared nor was represented by the counsel before the Lok Adalat held on 13.05.2023. Hence, the matter listed before this Court again.

7. Considering the above circumstances and the development that has taken place, this Court is inclined to fix the interest at the rate of 10.5% simple interest from the date it became due, i.e., on 10.03.2014 to till date and on calculating the same, the amount comes due to Rs.7,11,928/- to which the petitioner has also agreed before this Court. Accordingly, the petitioner is directed to pay a sum of Rs.7,11,928/- + other incidental charges, if any and proceed to settle an amount of Rs.8,00,000/- towards full and final settlement to the respondent Board.



W.P.No.4407 of 2018

WEB COPY

8. In view of the above, the petitioner is directed to pay a sum of Rs.8,00,000/- (Rupees Eight Lakhs only) to the respondent Board within a period of eight weeks from the date of receipt of a copy of this order. If the petitioner deposits a sum of Rs.8,00,000/- within the said period, the respondent Board is directed to execute the sale deed in favour of the petitioner within a period of four weeks thereafter, failing which, the respondent Board shall take possession of the property after due process of law.

9. With the above observations and directions, this Writ Petition is disposed of. No costs. Consequently, connected Miscellaneous Petitions are closed.

23.06.2023

NCC: Yes / No
Index : Yes / No
Speaking Order : Yes / No

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W.P.No.4407 of 2018

WEB COPY

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W.P.No.4407 of 2018

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