



WEB COPY

W.P.No.8468 of



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 11.04.2023

CORAM

THE HONOURABLE MR.JUSTICE S.M.SUBRAMANIAM

W.P.No.8468 of 2015

and

M.P.No.1 of 2015

S.Arumugam

... Petitioner

Vs.

1.The Managing Director,
Tamil Nadu Housing Board,
Nandanam,
Chennai – 600 035.

2.The Executive Engineer and
Administrative Officer
Salem Housing Unit,
Tamil Nadu Housing Board,
Ayyanthirumaligai Road,
Salem – 636 008.

3.The Manager Marketing & Service,
Tamil Nadu Housing Board,
Salem Housing Unit,
Ayyanthirumaligai Road,
Salem – 636 008.

... Respondents

Prayer: Writ Petition filed under Article 226 of the Constitution of India for issuance of a Writ of Certiorarified Mandamus, calling for the records of 3rd



respondent's letter No. R4/1100B/14 dated 03.03.2015 and quash the same consequently direct the respondents to execute a sale deed in favour of the petitioner after collecting the balance amount with reasonable interest.

For Petitioner : Mr.D.Ravindranathan

For Respondents : Mr.D.Veerasekaran
[For TNHB]

ORDER

The order dated 03.03.2015, rejecting the claim of the writ petitioner to restore the allotment is under challenge in the present writ petition.

2. The petitioner participated in the open auction cum sealed tender held on 23.01.2014 for the shop site No.S-2 at Kandampatty (West), having an extent of 1039 Sq.ft. and the petitioner was the highest bidder and accordingly, the allotment order was issued in favour of the writ petitioner, asking the petitioner to pay the balance amount.

3. Admittedly, the petitioner had deposited 50% of the auction amount and the balance 50% has not been deposited by the petitioner. Since the petitioner committed default, the allotment was cancelled by the Tamil Nadu



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Housing Board. Thereafter, the petitioner submitted a representation, which was again considered by the competent authority and on condition that the cancellation was restored, asking the petitioner to pay the entire balance amount along with the interest and other charges.

4. The learned counsel for the petitioner states that the demanded amount was higher than that of the auction amount and therefore, the petitioner has not paid the amount.

5. The disputes with reference to the terms and conditions of the allotment or contract cannot be adjudicated in the writ proceedings by the High Court. Admittedly, the petitioner committed default in payment of auction amount. Though he was a successful bidder, the allotment was cancelled.

6. The learned counsel appearing on behalf of the Tamil Nadu Housing board states that again an opportunity was given to the petitioner, which was not availed by him and thereafter, the allotment was cancelled once for all and thus, the petitioner has no locus to claim restoration of allotment made in the year 2014.



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7. This Court is of the considered opinion that the petitioner committed default in payment of the balance amount of 50%. Tamil Nadu Housing Board had given further opportunity to the petitioner to pay the balance amount along with the interest and that was also not complied with by the petitioner. Thus, the cancellation is in consonance with the terms and conditions of the allotment order and thus, the petitioner has not established any acceptable reason for the purpose of considering the relief as such sought for in the present writ petition.

8. Accordingly, this Writ Petition stands dismissed. No costs. Consequently, connected Miscellaneous Petition is closed.

11.04.2023

Jeni
Index : Yes
Speaking order
Neutral Citation : Yes



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S.M.SUBRAMANIAM, J.

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