



W.P.No.10705 of 2020  
& WMP.Nos.13007 & 13008 of 2020

WEB COPY IN THE HIGH COURT OF JUDICATURE AT MADRAS

**DATED: 04.09.2023**

**CORAM: JUSTICE N.SESHASAYEE**

**WP.No.10705 of 2020**  
**& WMP.Nos.13007 & 13008 of 2020**

S.Tamilselvi

...Petitioner

-Vs-

- 1.The Chairman,  
Tamil Nadu Housing Board,  
Nandhanam,  
Chennai – 600 035.
- 2.The Executive Engineer & Administrative Officer,  
Thirumazhisai Satellite Town Division,  
Tamil Nadu Housing Board,  
No.792, T.K.S.B.M. Towers,  
Trunk Road, Poonamalle.  
Chennai – 600 056.

- 3.The Manager Sales & Services,  
Thirumazhisai Satellite Town Division,  
Tamil Nadu Housing Board,  
No.792, T.K.S.B.M. Towers,  
Trunk Road, Poonamalle,  
Chennai – 600 056.

...Respondents

Prayer: Writ Petition is filed under Article 226 of Constitution of India,  
to issue a Writ of Certiorarified Mandamus, calling for records of the 2<sup>nd</sup>



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respondent in letter No.KKLR2/4139/94 dated 14-11-1996, consequence order in Letter No.Thi.Thu.Na.Ko/A2/4139/94 dated 27-11-2014, quash the same and consequently direct the respondents to execute the sale deed in respect of the plot No.3418, LIG-I, Kakkalur Sites and Service Scheme in the name of the petitioner after receiving the balance sale consideration of Rs.4028/-.

For Petitioner : Mr.M.L.Ramesh

For Respondents : Mr.D.Veerasekaran

### **ORDER**

The petitioner herein challenges the proceedings of the Tamil Nadu Housing Board (TNHB) dated 27.11.2014, under which, TNHB has raised a claim for Rs.10,00,146/-.

2.The petitioner herein was allotted a plot of land by the TNHB Vide its allotment letter dated 31.03.1994. The value of the plot was fixed at Rs.16,800/- and an initial deposit of Rs.1,530/- was required to be made. The balance cost of Rs.15,270/- was required to be paid in 240 equal monthly installments at Rs.168/-each.



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3.The learned counsel for the petitioner made a candid statement that the monthly installment of Rs.168/- commenced from 23.06.1994. The petitioner needed to pay only 31 installments up to 08.11.1996. However, by the said date, the petitioner had paid 33 installments, two installments more than what is required.

4.The learned counsel would further submit that during the period from 23.06.1994 to 08.11.1996, the petitioner delayed in making the payment, for which the respondents are entitled to claim interest at 12% per annum for the delay period in terms of the agreement of allotment. This interest, if any due to be paid will be adjusted in the two additional installments, which the petitioner had paid as stated above.

5.According to the petitioner, she has paid all the installments and when she approached the TNHB for execution of the sale deed, the latter intimated to the petitioner that her allotment itself was cancelled on 20.11.1996. As advised, she preferred a representation dated 20.01.2013



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for revocation of the cancellation. This resulted in TNHB favourably considering the request of the petitioner in its 8<sup>th</sup> Revocation Committee Meeting held on 20.03.2014. As per the decision taken in the meeting, the case of the petitioner and others, who had committed default in paying their monthly installments was considered, and it was decided that these allottees should pay a penalty of 10% to 50% of the market value according to the number of years of default. In cases where the default was over 10 years, then 50% of the market value needs to be paid as penalty. It is based on this resolution, the impugned notice was issued.

6.This was earlier challenged in WP.No.10414 of 2015. In this proceedings, the TNHB informed the Court that the allotment made to the petitioner was cancelled even in 1996 and therefore, the Court directed the TNHB to serve the petitioner a copy of the proceedings cancelling the allotment made to her and permitted the petitioner to withdraw WP.No.10414 of 2015 with liberty to the petitioner to challenge them all.



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7.The learned counsel for the petitioner now submits that in the light of the fore going, the cancellation of the petitioner's allotment on 20.11.1996 itself was incompetent. This apart, the petitioner had being making payments even prior to the alleged date of cancellation of allotment for next few years, and the respondent had received the same. It is in these circumstances, the 8<sup>th</sup> Revocation Committee Meeting decided to renew the allotment to the petitioner on payment of penalty. The petitioner's objection is that the cancellation was not owing to his default, and hence, the petitioner is not liable for penalty. At the best, the petitioner is liable for payment of interest for the delay period.

8.The learned counsel for the petitioner explained the above statement with a copy of the statement said to have provided been by the respondent.

9.Mr.D.Veerasekaran, learned counsel takes notice for the respondents 1 to 3.



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10.Mrs.C.Prema, ARO and Mr.S.Saravanan, Superintendent were present before the Court to assist the Court with this matter.

11.The learned counsel for the respondents, now submits that the file provided by the respondents has detailed statements and he needs to ascertain the statement of the petitioner.

12.After making a comparative analysis of the statement made by the learned counsel for the petitioner and the original records, the learned counsel for the TNHB made a fair statement that the petitioner has paid the entire installements and there is no dues to the TNHB and the cancellation of allotment made on 20.11.1996 was a mistake.

13.The said statement of the learned counsel for the TNHB is recorded.

14.Since the cancellation itself is bad, there is no need for the Revocation Committee to consider the case of the petitioner. All that now required to



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15.This, the learned counsel for the TNHB undertakes to do.

16.In view of this development, nothing needs to be decided nor any direction is required to be issued.

17.The Writ Petition is accordingly disposed of. No costs. Consequently, the connected miscellaneous petitions are closed.

**04.09.2023**

Index : Yes/No  
Internet : Yes/No  
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**N.SESHASAYEE, J.,**

Tsg

To

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Nandhanam,  
Chennai – 600 035.
- 2.The Executive Engineer & Administrative Officer,  
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Order made in  
**W.P.No.10705 of 2020**

**04.09.2023**