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WP No.6817 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 10-04-2023

CORAM

THE HONOURABLE MR.JUSTICE S.M.SUBRAMANIAM

WP No.6817 of 2014

M/s.Housing Development Finance Corporation Ltd.,
Represented by its Authorised Signatory,
II Floor, ITC Centre,
760, Anna Salai,
Chennai-600 002.

... Petitioner

Vs.

1.Tamil Nadu Housing Board, Represented by
its Chairman,
No.331, Anna Salai,
Nandanam,
Chennai.

2.The Executive Engineer and Administration Officer,
Tamil Nadu Housing Board,
Besant Nagar Division,
48, Dr.Muthulakshmi Road,
Adyar,
Chennai-600 020.

3.Dr.E.Ramakrishnan

... Respondents



Prayer: Writ Petition filed under Article 226 of the Constitution of India for issuance of a Writ of Mandamus, directing the respondents 1 and 2 to execute the Sale Deed pertaining to HIG Flat No.H35/F1 at Thiruvanmiyur Extension, Thiruvanmiyur, Chennai-600 041 in favour of the petitioner's nominee or in the alternative exercise outright option of repurchase of the property by paying the outstanding amount due to HDFC petitioner herein towards the mortgage loan and any further sums that may be due as per terms of the Mortgage Deed executed by the allottee-3rd respondent herein in favour of HDFC as undertaken in the 'A' Certificate dated 27.09.2002 executed by the respondents 1 and 2. [Prayer amended vide order of Court dated 15.03.2023 made in WMP No.8301 of 2023 in WP No.6817 of 2014].

For Petitioner : Mr.K.J.Parthasarathy

For Respondents-1 and 2 : Mr.D.Veerasekaran,
Standing Counsel for TNHB.

For Respondent-3 : Mr.K.Balasubramaniam

ORDER

The writ on hand has been instituted by writ petitioner-Housing Development Finance Corporation Limited mainly on the ground that the



third respondent, who was an allottee of a Flat, borrowed a housing loan from the petitioner-Corporation, committed default in payment of housing loan. Since the housing loan was granted on condition, the writ petitioner requested the first respondent-Tamil Nadu Housing Board to execute the Sale Deed in favour of the writ petitioner-Housing Development Finance Corporation. As the first respondent-Tamil Nadu Housing Board has not complied with the request, the petitioner is constrained to move the present writ petition.

2. The learned counsel for the third respondent, on instructions from the third respondent, made a submission that the third respondent is ready and willing to settle the entire housing loan dues to the writ petitioner-Housing Development Finance Corporation, within a period of two months and therefore, the question of granting the relief, as such, sought for in the present writ petition would not arise at all.

3. The learned counsel appearing on behalf of the writ petitioner-Housing Development Finance Corporation made a submission that they are ready to accept the settlement, as promised by the third



respondent, within a period of two months.

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4. In view of the said submission of the learned counsel for the third respondent, the third respondent is directed to settle the entire housing loan dues to the writ petitioner-Housing Development Finance Corporation, within a period of two months from the date of receipt of a copy of this order. In the event of failure on the part of the third respondent in settling the housing loan dues to the petitioner-Housing Development Finance Corporation, then the first and second respondents, as per the conditions prescribed in the 'A' Certificate, shall repay the housing loan amount to the petitioner-Housing Development Finance Corporation in full and retain the Flat (or) in alternate, execute the Sale Deed in favour of the writ petitioner-Housing Development Finance Corporation. The said exercise is directed to be done by the first and second respondents, in the event of failure on the part of the third respondent, within a period of two months from the date of completion of the period of two months granted to the third respondent to make payment of housing loan dues in entirety.



5. With the abovesaid observations, the writ petition stands

disposed of. However, there shall be no order as to costs.

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Index : Yes/No

Internet: Yes/No

Speaking order/Non-Speaking order

Neutral Citation : Yes/No

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To

1.The Chairman,
Tamil Nadu Housing Board,
No.331, Anna Salai,
Nandanam,
Chennai.

2.The Executive Engineer and Administration Officer,
Tamil Nadu Housing Board,
Besant Nagar Division,
48, Dr.Muthulakshmi Road,
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S.M.SUBRAMANIAM, J.

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