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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 07.06.2023

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THE HON'BLE MR.JUSTICE M.DHANDAPANI

W.P.No.20063 of 2019

J.Benjamin Jacob

... petitioner

-Vs-

1. Tamil Nadu Housing Board,
Rep. By its Chairman,
Anna Salai, Nandanam,
Chennai-35.

2. The Executive Engineer,
SAF Games Village Division,
Tamil Nadu Housing Board,
G-133, First Avenue Road,
Anna Nagar East, Chennai-102.

3. The Manager (Sales and Service)
SAF Games Village Division,
Tamil Nadu Housing Board,
Anna Nagar West Extension,
Chennai-600 101.

... Respondents

Prayer: Petition filed under Article 226 of the Constitution of India, for issuance of Writs of Certiorarified Mandamus Calling for the records in Letter No. The.Aa.Koo.V.Ko / Othu / 1292015 dated 21.05.2019 on the file of the 3rd Respondent herein and quash the same and direct the Respondents herein to execute sale deed in respect of the Flat No.4 HIG Flat 14th Floor at SAF Games



Village Koyambedu allotted to the petitioner vide allotment letter dated 31.12.2015 to and in favour of the petitioner and put him into possession of the flat.

For petitioner : Mr. A.Saravanan

For Respondent : Mr.D.Veerasekaran

ORDER

The writ petition has been filed seeking to quash the order dated 21.05.2019 on the file of the 3rd Respondent herein and direct the Respondents herein to execute sale deed in respect of the Flat No.4 HIG Flat 14th Floor at SAF Games Village Koyambedu allotted to the petitioner vide allotment letter dated 31.12.2015 to and in favour of the petitioner and put him into possession of the flat.

2. It is the case of the petitioner that on 30.03.2015, the petitioner made application to the second respondent for allotment of a flat in SAF games village under self financing scheme furnishing necessary particulars as per the rules and regulations prescribed in the application form of the first respondent Housing Board enclosing a demand draft dated 23.03.2014. Thereafter, the second respondent allotted a flat No.4, HIG flat, 14th floor at SAF Games Village, Koyambedu under Self Financing Scheme vide letter dated 10.06.2015. As per



the agreement, the petitioner, on various occasion, paid a sum of Rs.1,26,44,000/- and the same was admitted by the third respondent vide letter dated 07.03.2019 and requested to pay a sum of Rs.21,52,758/- towards tentative cost of the flat on or before 31.03.2019 and after payment of the above said amount, possession will be handed over to the petitioner. The petitioner has sent objection on 20.03.2019 to the third respondent stating that how the extra cost of Rs.21,52,758/- has been arrived. Pursuant to which, the second respondent has issued the impugned notice dated 21.05.2019 calling upon the petitioner to pay a sum of Rs.21,78,475/- towards tentative cost of the flat on or before 31.09.2019 and after payment of the above said amount, possession will be handed over the the petitioner. Aggrieved over the impugned notice dated 21.05.2019, the petitioner has filed the present writ petition.

3. The learned counsel for the petitioner submitted that though the petitioner filed a writ petition challenging the impugned order dated 21.05.2019 wherein the respondent demanded a sum of Rs.21,17,475/- on or before 31.03.2019. However, the learned counsel fairly submitted that the amount which was fixed earlier was already paid by the petitioner as per the allotment order dated 31.12.2015. The demand made by the respondents to pay the excess



amount is illegal and therefore, the impugned notice is liable to be quashed.

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4. Per contra, the learned Standing counsel appearing for the respondents submitted that on 29.03.2023, when the matter taken up for hearing, the respondent has filed a calculation sheet. The respondents have calculated the interest, as of now, the petitioner has to pay a sum of Rs.30,00,000/- for the flat.

5. Heard the learned counsel on either side and perused the materials available on record.

6. The facts of the present case are not in dispute. Admittedly, the petitioner made application for allotment of a flat as stated supra. It is also equally undisputed fact that the flat was allotted in favour of the petitioner vide allotment order dated 09.06.2015. After the allotment, the petitioner has paid the instalments on various occasions. Totally, he paid a sum of Rs.1,26,44,000/- as on 05.09.2015. Thereafter, the tentative cost was fixed and informed to the petitioner and he has to pay the money by way of instalments vide order dated 31.12.2015. The petitioner has paid the first instalment with 10% interest and he has not paid the second instalments from 31.01.2016. Admittedly, the petitioner has not paid



the instalments as per the order dated 31.12.2015. The petitioner paid the instalments belatedly and he paid the last instalment only on 07.03.2019.

However, the petitioner has paid a total sum of Rs.1,26,44,000/- and as of now the petitioner has to pay a sum of Rs.30,00,000/- as per the new calculation sheet.

7. Considering the facts and circumstances of the case and in order to quietus the issue, this Court directs the petitioner to pay a sum of Rs.25,00,000/- (Rupees Twenty five lakhs only) to the second respondent within a period of eight weeks from the date of receipt of a copy of this order. Upon receipt of such amount, the second respondent is directed to execute the sale deed in respect of the subject property in favour of the petitioner within a period of four weeks thereafter.

8. With the above observation, this writ petition is disposed of. No costs.

07.06.2023

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M.DHANDAPANI, J.

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To

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Chennai-35.

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