



Cont p(MD).No.472 of 2023

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

WEB COPY

DATED : 12.06.2023

CORAM

THE HONOURABLE MR.JUSTICE R.VIJAYAKUMAR

CONT.P(MD)No.472 of 2023

in

W.P(MD) No.12719 of 2015

T.Thirunarayanan

..... Petitioner/Petitioner

- Vs-

C.Irulappan, B.E., M.B.A.,
The Executive Engineer and
Administrative Officer,
Tamil Nadu Housing Board,
Ellis Nagar Housing Unit,
Ellis Nagar, Madurai,
Madurai District – 625 016.

... Contemnor/ Respondent

PRAYER: Contempt Petition is filed under Section 11 of the Contempt of Courts Act, 1971, to punish the contemnor for his willful disobedience of the order passed by this Court made in W.P(MD) No.12719 of 2015 and M.P(MD) No. 1 of 2015, dated 05.09.2022 received by the respondent C.Irulappan on 10.10.2022.

For Petitioner : Mr.R.Rajagopal
for M/s.R.Jansirani

For Respondent : Mr.R.Sivakumar
Standing Counsel



Cont p(MD).No.472 of 2023

WEB COPY

ORDER

The present Contempt Petition has been filed alleging violation of the order of this Court, dated 05.09.2022 made in W.P(MD) No.12719 of 2015. The Housing Board had demanded additional land cost which was challenged by the writ petitioner in W.P(MD) No.12719 of 2015.

2. This Court, by an order, dated 05.09.2022 directed the Housing Board not to demand any interest for the said additional land cost except for the period between 01.01.2001 to 30.11.2008. The said order was challenged in W.A(MD) No.392 of 2023. The Hon'ble Division Bench of this Court was pleased to dismiss the said writ appeal on 10.04.2023. The present contempt petition has been filed by the allottee, alleging that despite payment of the entire amount as per the order of the Hon'ble Supreme Court, the Housing Board has not come forward to execute the sale deed in his favour.



Cont p(MD).No.472 of 2023

3. The learned Standing Counsel appearing for the Housing Board had submitted that the order of the Supreme Court related only to the additional land cost levied by the Housing Board and interest for the said amount. He further pointed out that original order of allotment was made in favour of the contempt petitioner, on 10.03.1988 requesting him to pay the initial deposit and monthly maintenance amount within a period of three months. However, the said payment was made only on 11.04.1990. Therefore, the allottee has to pay the interest for the said amount to an extent of Rs.73,158/- (Rupees Seventy Three Thousand One Hundred and Fifty Eight only). Further, the allottee has to pay maintenance of Rs.3,600/- (Rupees Three Thousand and Six Hundred only). Totally, the allottee has to pay a sum of Rs.76,758/- (Rupees Seventy Six Thousand Seven Hundred and Fifty Eight only). The said interest for the belated payment of the initial deposit and maintenance amount was not the subject matter of the proceedings before the Hon'ble Supreme Court or before this Court in W.P(MD) No.12719 of 2015. Therefore, any demand made by the Housing Board under the above said heads cannot be considered to be the violation of the order of this Court, dated 05.09.2022.



Cont p(MD).No.472 of 2023

WEB COPY

4. A perusal of the order impugned in the writ petition, the order passed in the writ petition and the order of the Hon'ble Division Bench of this Court in W.A.(MD)No.392 of 2023 makes it clear that the subject matter of the writ petition is related to the interest amount demanded by the Housing Board for the additional land cost and he does not cover any other demand for interest towards belated payment of the initial deposit or the maintenance amount.

5. Therefore, this Court is of the view that there is no violation of the order of this Court dated 05.09.2022 and the demand made by the Housing Board for a sum of Rs.76,758/- (Rupees Seventy Six Thousand Seven Hundred and Fifty Eight only) towards interest for the belated payment of initial deposit and the maintenance amount, is as per the agreement between the parties. Therefore, there are no merits in the contempt petition.

6. Accordingly, this Contempt Petition is closed. On payment of Rs.76,758/- (Rupees Seventy Six Thousand Seven Hundred and Fifty



Cont p(MD).No.472 of 2023

Eight only), the Housing Board is directed to execute the sale deed in favour of the allottee on production of “No Due Certificate” from the concerned District Collector.

12.06.2023

Index : Yes/No
Internet : Yes/No
NCC : Yes/No
ebsi

To

1. The Executive Engineer and Administrative Officer,
Tamil Nadu Housing Board,
Ellis Nagar Housing Unit,
Ellis Nagar, Madurai,
Madurai District – 625 016.
2. The District Collector,
Madurai District.



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Cont p(MD).No.472 of 2023

R.VIJAYAKUMAR,J.

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CONT P(MD)No.472 of 2023

12.06.2023