



W.A.No.1189 of 2024

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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 16.04.2024

CORAM

THE HON'BLE MR.SANJAY V.GANGAPURWALA, CHIEF JUSTICE
AND

THE HON'BLE MR.JUSTICE J.SATHYA NARAYANA PRASAD

W.A.No.1189 of 2024

M.Sivadevi

.. Appellant

Vs.

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

2. The Executive Engineer & Administrative Officer
Mogappair Division, Tamil Nadu Housing Board
III Floor, Aringar Anna Shopping Complex
Thirumangalam, Chennai – 600 101.

.. Respondents

Prayer: Appeal filed under Clause 15 of the Letters Patent against the order dated 09.11.2021 in W.P.No.13201 of 2013 and consequently quash the order of 1st respondent in Letter No.Allot.1.3/7493/11 dated 08.02.2013.

For the Appellant : Mr.M.Velmurugan

For the Respondents : Mr.D.Veerasekaran
Standing Counsel



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JUDGMENT

(Delivered by the Hon'ble Chief Justice)

Heard Mr.M.Velmurugan, learned counsel for the appellant and Mr.D.Veerasekaran, learned Standing Counsel for the respondents.

2. The appellant has filed a writ petition challenging the communication issued by the respondent Board, wherein the appellant was directed to pay interest. The learned Single Judge dismissed the writ petition, aggrieved thereby, the present writ appeal.

3. Learned counsel for the appellant submits that the appellant was not at fault. Though the letter of allotment was issued in 2007, possession was handed over only in 2010. Because of incomplete documents, the Bank did not sanction the loan in time. The fault does not entirely lie with the appellant. The respondent Board is also at fault. The interest rate of 9% per annum is also too exorbitant. The bank interest is much less than the same.



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4. It has been observed by the learned Single Judge that the cost of the flat has to be paid by 30.10.2007. In the allotment order itself it is mentioned that if the payment is not made as per the terms, then interest will be charged at 9% for the delayed payment. It has been further observed by the learned Single Judge that the appellant submitted the letter dated 06.06.2008 to the Tamil Nadu Housing Board after a lapse of one and a half years.

5. In the light of that, it cannot be stated that the learned Single Judge has committed any error. The rate of interest is a contractual rate of interest between the parties. It is further observed that on 06.06.2008 only the appellant made a request to pay the balance amount and that she wants to avail the bank loan, for which she requires a No Objection Certificate and the allotment order, which it is seen, is given after a lapse of one and a half years.



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6. In light of the above, no error is committed by the learned Single Judge. The writ appeal, as such, stands dismissed. There shall be no orders as to costs. Consequently, C.M.P.No.8646 of 2024 is closed.

(S.V.G., CJ.)

(J.S.N.P., J.)

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Index : Yes/No

Neutral Citation : Yes/No

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THE HON'BLE CHIEF JUSTICE
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J.SATHYA NARAYANA PRASAD, J.

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