



W.P.No.7039 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 01.04.2024

CORAM

**THE HONOURABLE MR. JUSTICE G.K.ILANTHIRAIYAN**

W.P.No.7039 of 2022

and

W.M.P. No. 7074 of 2022

1. Kasi Rajeswari

2. S.Viveka

... Petitioners

Vs

1. The Executive Engineer cum Administrative Officer,  
Tamil Nadu Housing Board,  
Anna Nagar Division,  
Thirumangalam,  
Chennai – 600 101.

2. The Deputy Secretary (Revenue),  
O/o. The Managing Director,  
Tamil Nadu Housing Board,  
No. 493, Anna Salai, Nandanam,  
Chennai – 600 035.

3. The Chief Revenue Officer,  
Tamil Nadu Housing Board,  
Chennai Metropolitan Development Complex,  
Market Road, Koyambedu,  
Chennai – 600 107.

... Respondents



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Writ Petition is filed under Article 226 of the Constitution of India praying to issue a Writ of Certiorari, calling for the records of the first respondent in Letter No. அ.ந.கோ/2/358/2018 dated 09.02.2022 and to quash the same.

For Petitioners : Mr. M.Chithiragomathy

For Respondents : Mr.D.Veerasekaran,  
Standing Counsel

### **ORDER**

The Writ Petition has been filed challenging the order passed by the first respondent, thereby directing the petitioner to pay arrears of rent and vacate the premises and hand over to the first respondent.

2. The petitioner's husband, viz., V.Sankara Subramanian was originally allotted a flat No. B-69 at (606) Thirumangalam, Chennai – 600 040 under the Tamil Nadu Government Rental Housing Scheme by the second respondent, vide Allotment Order dated 20.08.2018. The rent for the premises was fixed at Rs. 10,296/- per month. The said rent was deducted



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from his salary amount. While that being so, on 07.05.2019, the first petitioner's husband died due Covid-19, leaving behind the petitioners. The first petitioner's husband worked as Co-operative Sub Registrar in the office of the Co-operative Societies (Housing), Chennai – 600 007. The first petitioner is the house wife. During the Covid-19, she did not vacate the housing flat and as such, she had made request to the respondents seeking permission to continue to reside in the rental premises till her daughter completes of graduation. Accordingly, the second respondent had permitted the petitioners to live in the said flat for further period of three months, viz., till 06.08.2019. Further, she had made a representation on 06.01.2020, requesting further time till May 2021 to vacate the premises. However, the first petitioner issued demand notice dated 21.10.2021 to vacate and hand over the premises, which was challenged before this Court in W.P. No.1829 of 2022. This Court, by order dated 03.02.2022, directed the respondents to permit the petitioners to stay in the same residence for a further period of three months, viz., till 03.05.2022 on condition that the petitioners shall deposit the arrears of rent and also directed the petitioner to pay three months rental amount well in advance to the respondents within a period of



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two weeks. Accordingly, the petitioners had deposited the entire rental arrears as well as three months rent in advance. Hence, as per the order passed by the Court, the petitioners vacated the said premises on 03.05.2022 and handed over the vacant possession to the respondents. Thereafter, now the first respondent issued order dated 09.02.2022, thereby the petitioners were directed to pay the rental arrears along with damage.

3. On a perusal of the counter-affidavit filed by the third respondent, it reveals that the rent was calculated for the premises, which was allotted in favour of the first petitioner's husband as follows:-

*“9. With regard to the Grounds No. 1 and 2 raised by the petitioner, I respectfully submit that the economic rent will change every year and the indicative economic rent for the apartment in question is given in the Table-A below:-*

**TABLE-A**

| <b>S. No.</b> | <b>Period</b>   | <b>Economic Rent per month<br/>(in Rs.)</b> |
|---------------|-----------------|---------------------------------------------|
| 1             | 07/2018-06/2019 | 11,648/-                                    |
| 2             | 07/2019-06/2020 | 12,813/-                                    |
| 3             | 07/2020-06/2021 | 14,095/-                                    |



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| <b>S. No.</b> | <b>Period</b>   | <b>Economic Rent per month<br/>(in Rs.)</b> |
|---------------|-----------------|---------------------------------------------|
| 4             | 07/2021-06/2022 | 15,505/-                                    |

*10. With regard to the Ground Nos. 3 & 4 raised by the petitioner, I respectfully submit that water charges payable is clearly communicated to the allottee in the allotment order issued by the respondent/Board. Similarly, mobile water charges is at actuals based on the purchase of water made by the respondent/Board and communicated to the allottees by the Field Office of the respondent/Board from time to time.*

*11. With regard to the Ground Nos. 5 & 6 raised by the petitioner, I respectfully submit that the Hon'ble High Court of Madras, in its order, has directed to extend the stay, whereas economic rent, penal rent are governed by provisions of Government Order, Allotment Order ad Agreement executed by the respondent/Board with the allottee. It is further submitted the respondents here not disobeyed the order of the Hon'ble High Court of Madras dated 03.02.2022, in any manner as alleged by*



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*the petitioner.*

*12. With regard to the Ground Nos. 7 and 8 raised by the petitioner, I respectfully submit that the economic rent is increased by 10% every year. The imposition of economic rent, penal rent, water charges etc., are governed by Government Orders, Allotment Order and Agreement etc. As such it is neither illegal nor arbitrary as alleged by the petitioner.*

*13. With regard to the Ground No. 9 raised by the petitioner, I respectfully submit that though the petitioner on 06.01.2022 made a representation to the Government, the Government did not consider the request favorable as lot of eligible serving Government employees are waiting in the queue for allotment of rental apartments in the scheme.*

*14. With regard to the Ground Nos. 10 and 11 raised by the petitioner, I respectfully submit that the demand notice was*



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*prepared by the respondent/Board by taking into consideration the provisions contained in the Government Orders, Allotment Order and Agreement. As such, the allegations made by the petitioner are stoutly denied.*

*The demand, collection and the balance payable by the allottees is given in the Table – B, C & D respectively:-*

**TABLE-B**

| <b>Period</b>                                       | <b>Economic Rent/Water charges (Rs)</b> | <b>Penal Rent (Rs)</b> | <b>Total Outstanding dues (Rs)</b> |
|-----------------------------------------------------|-----------------------------------------|------------------------|------------------------------------|
| <i>From 07.05.2019 to 06.08.2019</i>                | 36,335                                  | 0                      | 36,335                             |
| <i>From 07.08.2019 to 03.02.2022</i>                | 4,17,799                                | 12,53,397              | 12,53,397                          |
| <i>From 04.02.2022 to 03.05.2022</i>                | 46,515                                  | 1,39,545               | 1,39,545                           |
| <i>Water Charges from 07/2018 to 05/2022</i>        | 3,760                                   | 0                      | 3,760                              |
| <i>Mobile Water Charges from 04/2019 to 02/2022</i> | 19,788                                  | 0                      | 19,788                             |
| <b>Total</b>                                        |                                         |                        | <b>14,52,825</b>                   |

**TABLE-C**

| <b>Details of Payment</b>                        | <b>Amount (in Rs)</b> |
|--------------------------------------------------|-----------------------|
| <i>Receipt No.HOC 19190949, dated 16.08.2019</i> | 32,028                |



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| <b><i>Details of Payment</i></b>                | <b><i>Amount<br/>(in Rs)</i></b> |
|-------------------------------------------------|----------------------------------|
| <i>Receipt No.ANN22417617, dated 25.02.2022</i> | <i>3,08,880</i>                  |
| <i>Receipt No.ANN22417621, dated 25.02.2022</i> | <i>30,888</i>                    |
| <b><i>Total</i></b>                             | <b><i>3,71,796</i></b>           |

***TABLE-D***

| <b><i>Demand</i></b> | <b><i>Collection</i></b> | <b><i>Balance</i></b> |
|----------------------|--------------------------|-----------------------|
| <i>Rs. 14,52,825</i> | <i>Rs. 3,71,796</i>      | <i>Rs. 10,81,029</i>  |

*As may be seen from the Table-D supra out of total demand of Rs.14,52,825/-, a sum of Rs.3,71,796/- was paid by the allottee leaving the balance of Rs.10,81,029/-*

*To sum up, the respondent/Board had acted well within four walls of law. The evidence are carried out as per the provisions contained in the Tamil Nadu Housing Board Act, 1961 and time tested procedures followed by the respondent/Board over 6 decades. The economic rent, penal rent, water charges, mobile water charges etc. were levied in accordance with Government Orders, Allotment Order ad provisions of Agreement executed by the respondent/Board. The working sheet was prepared diligently*



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*and transparently without any bias. As such there is neither illegality nor arbitrariness in the action of the respondent/Board.*

*In the light of the above, the petition is not maintainable either on law or facts.”*

4. The demand was made by enhancing the rent by economic rent per month from the month of July 2018 to June 2019 at Rs.11,648/-. From the month of July 2019 to June 2020, it was enhanced to Rs.12,813/-. From the month of July 2020 to June 2021, it was enhanced to Rs.14,095/- and further, from the month of July 2021 to June 2022, it was enhanced to Rs.15,505/-. Accordingly, they calculated the rent including the water charges and now the respondents have claimed arrears as Rs.10,81,029/-. As per the order passed by this Court in W.P.No.1829 of 2022 dated 03.02.2022, the petitioners ought to have paid the rental arrears as per the contractual rent. The respondents never disputed the rent payable by the petitioners as directed by this court.

5. Admittedly, the respondents did not file any appeal as against



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the order passed by this Court in W.P.No.1829 of 2022 dated 03.02.2022.

That apart, now the respondents calculated the rental arrears even from the date of original allotment of the residence to the first petitioner's husband.

As per the admitted rent, they have to pay only a sum of Rs.10,296/- per month. Further, this Court directed the petitioners to deposit the rental arrears without any interest. However, the petitioners did not vacate the premises due to Covid-19 pandemic circumstances. In view of the above discussion, this Court finds infirmity and illegality in the order passed by the first respondent and it cannot be sustained and the order dated 09.02.2022 passed by the first respondent is hereby quashed.

6. In the result, this Writ Petition is allowed. Consequently, the connected Miscellaneous Petition is closed. No costs.

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Index:Yes/No  
Neutral Citation/Yes/No  
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To

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**G.K.ILANTHIRAIYAN, J.**

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