



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 02.01.2024

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THE HONOURABLE MR.JUSTICE S.M.SUBRAMANIAM

W.P.No.9771 of 2020

and

W.M.P.No.11896 of 2020

1.L.Rajendran

2.L.Velmurugan

3.L.Ramachandran

4.L.Rajkumar

5.L.Perumal

6.L.Kalaiselvi

7.L.Indirani

8.L.Akila

... Petitioners

Vs.

1.The Chairman cum Managing Director,
The Tamil Nadu Slum Clearance Board,
Kamarajar Salai, Chennai – 600 005.

2.The Assistant Secretary (House Site),
The Tamil Nadu Slum Clearance Board,
Kamarajar Salai, Chennai – 600 005.

... Respondents



Prayer: Writ Petition filed under Article 226 of the Constitution of India for issuance of a Writ of Certiorarified Mandamus, direction in the nature of writ there by quashing the Clause 4 at page No.4 of the Sale Deed dated 22.07.2019 executed by the respondents infavour of the petitioners (vide Document No.2238 of 2019 SRO Ashok Nagar, Chennai) and the offending Clause No.4 at page No.4 of the Sale Deed may be deleted from the Sale Deed dated 22.07.2019.

For Petitioners : Mr.Balasubramanian

ORDER

The writ on hand has been instituted to quash Clause 4 of the Sale Deed dated 22.07.2019.

2. The order of allotment was issued in favour of the writ petitioners father by the Tamil Nadu Slum Clearance Board now renamed as Tamil Nadu Urban Habitat Development Board on 02.05.1984. The father of the petitioner paid the sale consideration. The original allottee Mr.Loganathan died intestate on 26.09.2007. The original allottee died leaving behind his wife and eight children. The Sale Deed was executed in favour of the writ



petitioners on 19.07.2019 by the Slum Clearance Board. However, in the Sale Deed, there is a condition in Clause 4 stating that the allottees or their legal heirs cannot alienate the subject property for a period of 10 years from the date of the execution of the sale deed.

3. It is not in dispute that the writ petitioners have accepted the said conditions stipulated in the Sale Deed and signed the documents. After receiving the Sale Deed, the petitioners have filed the present writ petition stating that Clause 4 is causing inconvenience to them for the purpose of alienating the property, since the original allottee Mr.Loganathan died leaving behind his eight children and his wife also died in the year 2015.

4. The learned counsel for the petitioners mainly contended that in similar circumstances, the Slum Clearance Board granted relaxation of such condition by issuing a no objection certificate and those allottees have sold their properties. While so, the case of the petitioners are also to be considered.

5. Question arises, whether the condition stipulated in the Sale Deed agreed between the parties can be quashed by the High Court in exercise of



powers of judicial review under Article 226 of the Constitution of India.

Such contractual obligation between the parties cannot be interfered with by the High Court in a writ proceeding.

6. In the present case, the petitioners have agreed the conditions and a Sale Deed was executed in their presence. While so, High Court cannot relax the condition, which was agreed between the parties in a Sale Deed executed in respect of an immovable property. Such relaxation, if granted by the High Court in a writ proceeding, the same would result in a wrong precedent and every such allottee on execution of Sale Deed would claim such exemption by filing writ proceedings before the High Court. It is beyond the scope of power of judicial review. If at all some similar cases are considered by the Slum Clearance Board on exceptional circumstances, then the petitioners are at liberty to approach the Slum Clearance Board, but the Court cannot quash the conditions stipulated, which was agreed between the parties in the Sale Deed and it is a registered document.

7. The learned counsel for the petitioners contended that the condition is arbitrary. This Court is of the opinion that such conditions are imposed, since the Slum Clearance Board is allotting house sites or tenements at lower



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cost for the eligible people through special schemes. While extending concession to the eligible persons, the Slum Clearance Board is empowered to impose conditions, since the cost recovered is not in commensuration with the market value of the subject property.

8. Therefore, the condition stipulated in the Sale Deed cannot said to be arbitrary, but the Slum Clearance Board has intended and allotted for the occupation of the allottee and not to alienate the property at least for a minimum period of 10 years. Since the eligibility criteria are ascertained and a tenement or house site has been allotted, then the allottees are expected to take possession and reside there in order to fulfil the very purpose and object of such schemes, which is meant to assist the poor and homeless people. Therefore, the contention in this regard by the petitioners are untenable.

9. In view of the facts and circumstances, the very relief as such sought for in the present writ petition is beyond the scope of the powers of the judicial review and admittedly, the condition was accepted by the petitioners and the Sale Deed was executed, which is binding on the parties. If at all any exemption has been granted by the Slum Clearance Board in respect of other



persons, it is for the petitioner to approach the Slum Clearance Board and certainly not the High Court.

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10. Accordingly, this Writ Petition stands dismissed. No costs.
Consequently, connected Miscellaneous Petition is closed.

02.01.2024

Jeni
Index : Yes
Speaking order
Neutral Citation : Yes

To

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- 2.The Assistant Secretary (House Site),
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S.M.SUBRAMANIAM, J.

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