



W.P.No.8070 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 24.06.2024

CORAM:

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

W.P.No.8070 of 2022 and  
WMP.No.8033 of 2022

P.Jayaraman

...Petitioner

Vs.

- 1.The Secretary to Government of Tamilnadu, (Housing),  
Fort St.George, Chennai-9
- 2.The Chairman cum Managing Director,  
Tamilnadu Housing Board, Nandanam, Chennai
- 3.The Executive Engineer, Division VII,  
Tamilnadu Housing Board, Ashok Nagar,  
Chennai 600 083
- 4.The Executive Engineer cum Administrative Officer,  
Tamilnadu Housing Board, Villupuram
- 5.The Manager(Sales & Service),  
Villupuram Housing Board Branch,  
Tamilnadu Housing Board,  
Maharajapuram, Villupuram 605 602
- 6.The District Collector,  
Cuddalore District

... Respondents

**PRAYER:** Writ Petition is filed under Article 226 of Constitution of India praying to issue a Writ of Certiorarified Mandamus calling for the records in the proceedings letter No.R/8/8306/90 dated 18.08.2021 on the file of the fifth respondent and quash the same and direct the respondents 2 to 5 to execute the sale deed with respect to the HIG Flat



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No.5, Tamilnadu Housing Board, Vilvarayanatham, Cuddalore allotted to the petitioner in his favour on production of No Objection Certificate obtained from the fifth respondent District Collector, Cuddalore.

For Petitioner : Mr.S.Sadasharam

For Respondents

For R1 & 6 : Mr.S.Arumugam,  
Government Advocate

For R2 to 5 : Mr.D.Veerasekaran,  
Standing Counsel

### **ORDER**

This writ petition has been filed challenging the order passed by the fifth respondent dated 18.08.2021 thereby demanded to pay the balance amount of Rs.10,18,590/- as on 31.08.2021 for execution of sale deed in favour of the petitioner.

2. The petitioner had applied for allotment of a HIG flat in the respondents' scheme at Vilvarayanatham, Cuddalore Circle. The petitioner was allotted a house at HIG 5 on hire purchase basis. The tentative cost of the house was fixed at Rs.2,83,700/- The purchase agreement was converted to outright purchase by the communication dated 29.10.1991 and the total cost of the house was fixed at



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Rs.2,83,700/-. After raising a loan, the petitioner had paid a sum of Rs.2,40,700/- and for the remaining amount of Rs.43,000/-, as requested by the petitioner, permission was granted to pay by monthly instalments at Rs.660/- for a period of 11 years at 14.5% interest with effect from November 1993. Thereafter, though the petitioner paid some amount, he committed default for several months. Finally, the petitioner was issued notice dated 18.08.2021 thereby called upon the petitioner to pay a sum of Rs.10,18,590/- for execution of sale deed.

3. The learned counsel for the petitioner would submit that the petitioner had availed loan to the tune of Rs.1,83,000/- from the sixth respondent and the same was also duly repaid by him. So far, no due to respondents 1 to 5 herein as far as the petitioner is concerned, since the petitioner had paid the entire amount as demanded by the respondents.

4. On perusal of the counter filed by the second respondent revealed that after the request made by the petitioner, the petitioner was permitted to pay the remaining amount of Rs.43,000/- by monthly



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instalments at Rs.660/- for a period of 11 years at 14.50% interest with effect from November 1993. However, the petitioner did not pay any amount for a period of nine years continuously, though the respondents had issued several letter and notices to the petitioner. Thereafter, the petitioner had paid a sum of Rs.5,000/- and Rs.32,780/- on 17.09.2002 and 19.09.2002. Thereafter, the petitioner had committed default for six continuous years.

5. Once again, the fourth respondent had issued notice to the petitioner dated 07.03.2011 and requested to pay the balance amount of Rs.5,66,863/- on 31.03.2011 after adjusting the earlier payments made by the petitioner. Thereafter, once again the fourth respondent by its communication dated 28.06.2013 requested the petitioner to settle the balance amount of Rs.6,01,657/- as on 30.06.2013. Thereafter, the petitioner was also issued notice under Sections 84(2) and 85(1) of the Tamilnadu Housing Board Act, 1961 dated 20.12.2013 and also notice dated 11.02.2014. However, the petitioner failed to come forward to make any payment. Therefore, the petitioner failed to pay the said



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amount for the past 28 years. Now the petitioner is on due to the tune of Rs.10,21,617/- as on 15.09.2022. Therefore, this Court finds no infirmity or illegality in the order passed by the fifth respondent. As such, this writ petition is liable to be dismissed. However, the fifth respondent is directed to issue fresh demand as on the date of the demand along with calculation sheet to the petitioner after giving opportunity of hearing to the petitioner. If the petitioner pays the said amount without any dues, the fifth respondent is directed to execute sale deed in favour of the petitioner in respect of the subject property which was allotted in favour of the petitioner.

6. With the above direction, this writ petition is dismissed. Consequently, connected miscellaneous petition is closed. There shall be no order as to costs.

24.06.2024

Neutral citation: Yes/No  
Index: Yes/No  
Speaking/Non-speaking order  
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**G.K.ILANTHIRAIYAN, J.**

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To

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