



WEB COPY



W.P.No.15819 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 19.06.2024

CORAM

THE HONOURABLE MR.JUSTICE G.K.ILANTHIRAIYAN

W.P.No.15819 of 2024

Sushil Agarwal

.... Petitioner

Vs

1. The District Collector,
Chennai District,
Chennai – 600 001.

2. The Tahsildar,
Aminjakarai Taluk,
Chennai.

3. The Managing Director,
M/s.Ozone Projects Private Limited,
New No.63, Old No.32,
GN Chetty Road,
T.Nagar, Chennai – 600 017.

4. The Loan Manager,
M/s.HDFC Bank Limited,
West Woods, Y-205, New No.32
Fifth Avenue, Anna Nagar,
Chennai – 600 040.

.... Respondents

Prayer:- Writ Petition filed under Article 226 of Constitution of India for the issuance of Writ of Mandamus, directing the first respondent to act on Recovery Warrant, dated 03.06.2022, and recover ordered money



W.P.No.15819 of 2024

expeditiously and time bound and consequently directing the fourth respondent to collect petitioner's loaned money Rs.1.47 crore directly from the third respondent by complying with order, dated 10.08.2021 passed in CCP.No.15/2020 by learned Adjudicating Officer, TN RERA.

For Petitioner : Mr.S.Shujath
For R1 & R2 : Mr.U.Baranidaran
Additional Government Pleader

ORDER

This Writ Petition has been filed for a direction directing the first respondent to act on recovery warrant, dated 03.06.2022 to recover the money as ordered in CCP No.15/2020 on the file of the Tamil Nadu Real Estate Regulatory Authority (herein after referred to as “RERA”), dated 10.08.2021.

2. Heard the learned counsel appearing for the petitioner and the learned Additional Government Pleader appearing for the respondents 1 & 2 and perused the materials available on record.

3. The petitioner had booked a flat in the flats promoted by the third respondent in the name of “The Metrozone” at Anna Nagar, Chennai. In which, the petitioner was allotted a flat bearing Door No.E1101 at an estimated cost of Rs.2,19,57,520/- and the petitioner had also paid a sum of Rs.2,13,07,520/- to the third respondent. The respondent had entered into a Construction and Sale Agreement with the



W.P.No.15819 of 2024

petitioner on 30.01.2015. The delivery of the said flat was fixed on 31.12.2016. The petitioner also availed loan from the fourth respondent and paid the said amount to the third respondent. However, the third respondent failed to deliver the flat as agreed by them.

4. Therefore, the petitioner approached the RERA in CCP Nos.15 and 16 of 2020. It was ordered on 10.08.2021 and thereby RERA directed the respondent shall pay the amounts at the interest rate, compensation and cost to the complainants and the loan amounts with interest to the bank as per the findings in the answer for point No.(ii) Para 9 of that order within sixty days from the date of issue of that order. The charge of the aforesaid amount shall be on the flats booked by the complainants till their repayment. The complainants shall execute the cancellation of agreements and sale deed of the UDS land, as the case may be, on satisfaction of their claims at respondent cost.

5. However, the third respondent failed to comply with the said order and as such, the petitioner filed an Execution Petition in E.P.No.79 of 2021 before the RERA and by an order dated 26.04.2022, RERA directed to issue recovery warrant under Section 40(1) of the RERA Act, read with Rule 26 of TNRERA Rules and send it to the District Collector, Chennai, to collect the same to satisfy the claims under



W.P.No.15819 of 2024

the order passed in favour of the petitioner. Accordingly, the recovery warrant was issued by the RERA and the same was forwarded to the first respondent to execute the warrant.

6. The first respondent, by its communication dated 16.06.2022, communicated to the second respondent to recover a sum of Rs.2,13,07,520/- with 10.20% interest per annum till the actual date of payment along with compensation amount of Rs.2,00,000/- and litigation expenses of Rs.25,000/- from the third respondent under RERA. However, so far no action has been taken by the second respondent. Hence, this writ petition.

7. In view of the facts as narrated above and the limited prayer sought for by the petitioner, the second respondent is hereby directed to comply with the directions issued by the first respondent forthwith.

8. With the above direction, this writ petition stands disposed of. No costs.

19.06.2024

Internet : Yes
Index : Yes/No
Speaking/Non-speaking order
Neutral Citation : Yes/No
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W.P.No.15819 of 2024

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W.P.No.15819 of 2024

G.K.ILANTHIRAIYAN, J.

Lpp

W.P.No.15819 of 2024

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