



WEB COPY



W.P.Nos.19661 & 19664 of 2019

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 05.01.2024

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THE HONOURABLE MR. JUSTICE S.M.SUBRAMANIAM

W.P.Nos.19661 & 19664 of 2019

V.Dhanalakshmi ... Petitioner in W.P.No.19661 of 2019

E.Venkatesan ... Petitioner in W.P.No.19664 of 2019

Vs.

1. The Managing Director,
Tamil Nadu Slum Clearance Board,
No.5, Kamarajar Salai,
Chennai - 600 005.

2. The Secretary Cum Works Manager,
Tamil Nadu Slum Clearance Board,
No.5, Kamarajar Salai, Chennai 600 005.

3. The Administrative Engineer,
Tamil Nadu Slum Clearance Board,
No.5, Kamarajar Salai, Chennai 600 005.

4. The Estate Officer,
Estate Office No.3,
Tamil Nadu Slum Clearance Board,
Thirumangalam, Chennai - 600 040
W.Ps.

... Respondents in both



W.P.Nos.19661 & 19664 of 2019

Prayer in W.P.No.19661 of 2019:- Writ petition filed under Article 226 of the Constitution of India praying for issuance of a writ of Mandamus, directing the 2nd respondent herein to execute the sale deed vide plot bearing No.23, situated at Mahakavi Bharathi Nagar, Ambattur, Chennai - 600 053, measuring an extent of 82.15 square meters in favour of the petitioner herein within a stipulated time fixed by this Honourable Court.

Prayer in W.P.No.19664 of 2019:- Writ petition filed under Article 226 of the Constitution of India praying for issuance of a writ of Mandamus, directing the 2nd respondent herein to execute the sale deed vide plot bearing No.84 situated at Mahakavi Bharathi Nagar, Ambattur, Chennai - 600 053, measuring an extent of 64.02 square meters in favour of the petitioner herein within a time fixed by this Honourable Court.

For Petitioners
in both the W.Ps. : Mr.N.Elumalai

For Respondents
in both the W.Ps. : Mr.G.Siva Kumar,
Senior Counsel

COMMON ORDER

The relief sought for in the present writ petitions are to direct the second respondent to execute the sale deed based on the allotment made by the Slum Clearance Board in favour of the writ petitioners.



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2. The petitioners state that respective house sites were allotted in their favour by the respondent Tamil Nadu Slum Clearance Board. Plot bearing No.23, situated at Mahakavi Bharathi Nagar, Ambattur, Chennai - 600 053, measuring an extent of 82.15 square meters was allotted in favour of the petitioner in W.P.No.19661 of 2019 and plot bearing No.84 situated at Mahakavi Bharathi Nagar, Ambattur, Chennai - 600 053, measuring an extent of 64.02 square meters was allotted in favour of the petitioner in W.P.No.19664 of 2019.

3. It is not in dispute that the allotments were made by the Slum Clearance Board and as per the Lease-cum-Sale Agreement executed by the allottees, the allottees cannot alienate the property without the prior permission in writing from the Slum Clearance Board, either in part or in full and right of alienation was not granted to them as per the allotment. As per the allotment, the allottees have to pay the monthly instalments for a period of 20 years and on completion of the payment of entire plot cost, the Board has to execute sale deed by following the procedures as contemplated. Any violation in between would disentitle the allottee from securing sale deed from the Slum Clearance Board.



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4. The learned Council for the respondents filed documents to establish that the petitioners have already alienated the property in favour of some third party for a valuable sale consideration without obtaining any prior permission or submitting any information to the Board. When the allotted plots were already alienated in favour of the third parties, the petitioners cannot seek execution of sale deed by the Board since they have violated the terms and conditions stipulated in the Lease-cum-Sale Agreement.

5. Once the allotment is made, the allottees are bound by the conditions stipulated in the Lease-cum-Sale Agreement. In the present case, the purchasers of the subject plots have given a statement that they have purchased the said plots from the allottees for valuable sale consideration.

6. Since the petitioners have violated the conditions of Lease-cum-Sale Agreement executed by them with the Slum Clearance Board, they are not entitled for the relief as such sought for in the present writ proceedings.

7. Accordingly, both the writ petitions are dismissed. However, there shall be no order as to costs.



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Index : Yes
Speaking Order
Neutral Citation : Yes
(sha)

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S.M.SUBRAMANIAM. J.,

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