



W.P.No.26405 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 26.06.2024

CORAM

THE HONOURABLE MR.JUSTICE G.K.ILANTHIRAIYAN

W.P.No.26405 of 2022

P.Mohandass

.... Petitioner

Vs

1. The Secretary to Government,
Housing and Urban Development Department,
Chennai – 600 009.

2. The Chairman and Managing Director,
Tamil Nadu Housing Board,
Chennai – 600 035.

3. The Executive Engineer and
Administrative Officer,
Hosur Tamil Nadu Housing Unit,
Bagalur, Hosur.

.... Respondents

Prayer:- Writ Petition filed under Article 226 of Constitution of India for the issuance of Writ of Mandamus, directing the respondents to execute a sale deed in favour of the petitioner for HIG-1 Plot No.12 in Phase XV measuring to an extent of 381.60 sq.mts in the Hosur Neighborhood Scheme allotted by the third respondent vide is proceedings dated 25.07.2003 bearing letter No.H.R.9/04382/03 based on the petitioner representatives dated 03.01.2022 within the time stipulated by this Court.

For Petitioner : Mr.R.Murali



W.P.No.26405 of 2022

WEB COPY

For R1 : Mr.E.Vijay Anand
Additional Government Pleader

For R2 & R3 : Mr.D.Veerasekaran
Standing Counsel

ORDER

This Writ Petition has been filed for a direction directing the respondents to execute a sale deed in favour of the petitioner for HIG-1 Plot No.12 in Phase XV admeasuring to an extent of 381.60 sq.mts in the Hosur Neighborhood Scheme as per the allotment dated 25.07.2003.

2. Heard the learned counsel appearing on either side and perused the materials available on record.

3. The learned counsel appearing for the petitioner submitted that the sole petitioner died and seeks time to substitute the legal heirs in the place of the petitioner.

4. In view of the prayer sought for in this writ petition, this Court finds no need to implead the legal heirs of the petitioner and on production of the legal heirship certificate, the respondents are liable to



W.P.No.26405 of 2022

execute the sale deed in favour of the legal heirs of the deceased original allottee, viz., the petitioner.

5. The respondents had started the Hosur Neighborhood Scheme on 60 acres of land for construction containing various house plots and flats. The petitioner had applied for allotment of HIG flat in the said scheme. On verification of his application, the third respondent, by an order dated 25.07.2003, allotted HIG-I, Plot No.12 in Phase XV admeasuring to an extent of 381.60 sq.mts in the Hosur Neighborhood Scheme and the total cost was fixed at Rs.3,65,500/-. Thereafter, the petitioner had entered into a lease cum sale agreement and also deposited sum of Rs.1,62,300/-. Thereafter, the petitioner had committed default in payment of further dues. Therefore, the allotment was cancelled and the same was communicated to the petitioner by a letter dated 10.03.2008.

6. Thereafter, the petitioner made a request for revocation of the cancellation, which was done on 03.09.2009. In order to revoke the cancellation of the allotment, the petitioner was directed to pay the outstanding due of Rs.4,71,356/- including the penal interest and



W.P.No.26405 of 2022

revocation fees in one lump sum within a period of two months from the date of receipt of the letter. However, the petitioner failed to comply with the condition imposed by the respondents on the revocation of the allotment order. Therefore, the respondents decided to sell the property through lot for which notification was issued on 18.12.2010. The said notification was challenged before this Court by the petitioner in W.P.No.758 of 2011. This Court, by an order dated 04.12.2018, passed the following order :

“(i) The petitioner shall pay the total outstanding amount, as per the calculation memo, dated 30.11.2018, to the respondent Board in two instalments as follows :-

(a) the petitioner shall pay a sum of Rs.5,00,000/- (Rupees Five Lakhs only), being the first instalment to the respondent Board, within a period of two weeks, from the date of receipt of a copy of this order.

(b) thereafter, the petitioner shall pay the entire amount, being the second and final instalment, to the respondent Board, as per the calculation memo, within a period of six weeks thereafter.

(ii) If there is any default in making



W.P.No.26405 of 2022

payment as stated above, on the part of the petitioner, the respondents are at liberty to proceed further to sell the property in question, in accordance with law, without any further reference to this Court.”

7. Accordingly, the petitioner has duly complied with the condition. However, the first instalment of Rs.5,00,000/- was duly received by the respondents. But the remaining amount was paid by the petitioner by way of Demand Draft and the same was returned by the respondents. On the other hand, the respondents also filed a writ appeal in W.A.No.3498 of 2011 before this Court as against the order passed in W.P.No.758 of 2011. The Hon'ble Division Bench of this Court has concluded that the order passed by the learned Single Judge of this Court on the premise that the respondents had conceded that the petitioner may be directed to pay the entire outstanding amount to show his bonafide within a reasonable time. If at all, the statement is wrong, no appeal would lie and the respondents were at liberty to file a review within a period of four weeks from the date of receipt of a copy of the judgement and the writ appeal was closed. However, the respondents failed to file any review so far.

8. Therefore, there was no mistake on the part of the



W.P.No.26405 of 2022

deceased petitioner and as directed by this Court in W.P.No.758 of 2011, the deceased petitioner has duly complied with the condition. Thereafter, after disposal of the writ appeal, the deceased petitioner had sent the remaining amount of Rs.10,00,000/-, which was refused to be received by the respondents as the second instalment through RTGS on 11.08.2021. On receipt of the same, the respondents also issued receipt to the deceased petitioner to the tune of Rs.10,00,000/-. Therefore, total amount of Rs.15,00,000/- as demanded by the respondents was duly paid by the deceased petitioner. Even then, the respondents failed to execute any sale deed in favour of the deceased petitioner. After filing the present writ petition, the petitioner died.

9. In view of the above, the legal heirs of the deceased petitioner are directed to produce the legal heirs certificate before the third respondent and immediately, the third respondent is directed to execute the sale deed in favour of the legal heirs as requested by them within a period of two weeks from the date of receipt of the legal heirship certificate. It is also made clear that if any amount is returned to the deceased petitioner, the legal heirs of the deceased petitioner are directed



W.P.No.26405 of 2022

to pay such amount.

WEB COPY

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

26.06.2024

Internet : Yes
Index : Yes/No
Speaking/Non-speaking order
Neutral Citation : Yes/No
Lpp

To

1. The Secretary to Government,
Housing and Urban Development Department,
Chennai – 600 009.

2. The Chairman and Managing Director,
Tamil Nadu Housing Board,
Chennai – 600 035.

3. The Executive Engineer and
Administrative Officer,
Hosur Tamil Nadu Housing Unit,
Bagalur, Hosur.



WEB COPY



W.P.No.26405 of 2022

G.K.ILANTHIRAIYAN, J.

Lpp

W.P.No.26405 of 2022

26.06.2024