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W.A.No. 2257 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON: 11.09.2024

DELIVERED ON: 20.11.2024

CORAM:

THE HON'BLE MR. JUSTICE D.KRISHNAKUMAR

and

THE HON'BLE MR.JUSTICE P.B. BALAJI

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and

CMP. No. 15897 of 2024

1. The Chairman,
Tamil Nadu Housing Board,
Head Office,
CMD Complex, E & C Market Road,
Koyambedu, Chennai-600107.

2.The Executive Engineer & Administrative Officer,
Tamil Nadu Housing Board,
Besant Nagar Division,
Chennai-600020.

.. Appellants

Vs

Daniel Mary

..Respondent



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Prayer: Writ Appeal filed under Clause 15 of the Letters Patent against the order dated 20.06.2023 in W.P.No. 27668 of 2022.

For Appellants : Mr P.S.Raman, Advocate General
Assisted by
Mr.D. Veerasekaran

For Respondent : Mr A.K.Sriram, Senior Counsel
For Mr.Mohanakrishnan

J U D G M E N T

(Order of the Court was made by the Hon'ble Acting Chief Justice)

Aggrieved by the order passed by the writ court in W.P.No. 27668 of 2022, dated 20.06.2023, the present writ appeal has been filed by the appellant.

Brief facts:

2. The respondent/writ petitioner was allotted a Plot No. HIG-II/531 at Sholinganallur Phase III Scheme to an extent of 3186 sq.ft vide allotment letter 04.09.2012 issued by the appellant-Board. In the allotment order, the



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Housing Board fixed the final cost of the plot and directed the respondent to pay a sum of Rs.82,84,000/- and the initial deposit is Rs.33,13,600/-.

However, the respondent paid the initial deposit in the month of October, 2012 and the balance amount of Rs.49,70,400/- has to be paid within a period of five years with simple interest of 10.5% and penal interest of 13.5%. Thereafter, the respondent has randomly paid a sum of Rs.45,85,200/- instead of Rs.64,52,200/-. However, even after the payment of Rs.72,00,000/-, the appellant-Board has not issued sale deed to the respondent. Hence the respondent has filed the writ petition in W.P.No.27668 of 2022. The learned single judge has calculated the outstanding amount payable including the balance component of EMI and penal interest as Rs.43,94,366/- and directed the respondent to pay a sum of Rs.40,00,000/- within a period of eight weeks from the date of receipt of a copy of that order and also directed the appellant-Board to execute sale deed in favour of the respondent/writ petitioner. Challenging the said order of the writ court, the Tamil Nadu Housing Board has filed the present writ appeal.



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3. Mr.P.S.Raman, learned Advocate General appearing for the appellant –Board has submitted that the order passed by the learned single Judge is arbitrary, unsustainable and contrary to the facts. The learned 'ble Single Judge failed to consider that the 5 payments claimed by the respondent/writ petitioner for Rs. 6,20,000/- was not credited to the appellant's bank account and the respondent has not produced any necessary documents reflecting the said 5 bank transactions for Rs.6,20,000/-. Further, the respondent defaulted in paying the monthly installments regularly and violated the conditions of the allotment order. Hence, the statutory interest at 10.5% and penal interest at 13.5% were levied by the appellants.

4. Learned Advocate General appearing for the appellant –Board has submitted that as on 20.06.2023, the total outstanding due for the respondent was Rs.48,00,792/- which includes statutory interest and penal interest levied for non-payment and irregular payments of monthly installments. But, the learned Single Judge reviewed the outstanding amount of Rs.48,00,792/- levied by the appellant Board towards statutory



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6. On the other hand, Mr.A.K.Sriram, learned counsel appearing for the respondent/writ petitioner submitted that the final cost of the plot was arrived at Rs.82,84,000/-, out of which, the respondent has paid the initial deposit of Rs.33,13,600/ and the balance amount of Rs. 49,70,400/- has to be paid within a period of five years with simple interest of 10.5% and penal interest of 13.5%. However, the respondent has paid a sum of Rs.45,85,200/ instead of Rs.64,52,200/-. Thereafter, the respondent has also paid a sum of Rs.4,00,000/-.

7. The learned counsel for the respondent has further submitted that the writ court after considering the submissions made by both sides, had directed the respondent to pay a sum of Rs.40,00,000/- towards the total outstanding dues within a period of eight weeks and also directed the appellant-Board to execute the sale deed after payment by the respondent. Pursuant to the order of the writ court, the respondent had paid a sum of Rs. 40,00,000/- in two installments viz., Rs.30,00,000/- on 20.07.2023 and Rs. 10,00,000/- on 11.08.2023, for which the appellant-Board has issued the



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receipt for the said payment and the same enclosed in the typed set of papers at page nos. 93 & 94. The learned counsel for the respondent has further submitted that since the respondent had complied with the directions of the writ court and paid the entire dues payable to the appellant-Board, the writ appeal is liable to dismissed.

8. Heard Mr.P.S.Raman, learned Advocate General appearing for the appellant-Board and Mr.A.K.Sriram, learned counsel appearing for the respondent and perused the materials available on record.

9. Admittedly, the respondent/writ petitioner was provisionally allotted Plot No. HIG-II/531 in the Shollinganallur Phase-II Scheme on 04.09.2012 for a total cost of Rs. 82,84,000/- by the Tamil Nadu Housing Board. The appellant was required to pay an initial deposit of Rs. 33,13,600/- within 21 days but the respondent failed to do so within the prescribed time, and thereafter made two payments viz.,Rs. 27,00,000/- on 22.09.2012 and Rs. 6,13,600/- on 18.10.2012. A regular allotment order was subsequently issued, requiring monthly installments of Rs. 1,07,538/-,



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commencing from 01.10.2012, for five years. It is also not disputed that as of 06.06.2023, the balance amount to be paid by the appellant was Rs. 48,00,792/- out of which a sum of Rs.14,04,995/- towards principal and the remaining amount of Rs. 33,95,797/- towards regular interest and penal interest . As directed by the writ court, the respondent had paid a sum of Rs.40,00,000/-. As of now, the respondent has paid a total amount of Rs.1,12,79,000/- (including Principal – Rs.75,50,954/- and regular interest + penal iInterest- Rs.37,28,046/-), as against the purchase value of Rs.82,84,000/- fixed by the appellant- Board.

10. According to the breakup details submitted by the appellant- Board, the respondent has to pay further a sum of Rs.8,42,678/- which includes Rs.7,33,046/- towards principal amount, Rs.1,09,632/- towards interest. Considering the fact that the respondent has already paid a sum of Rs.1,12,79,000/- in total, as admitted by the appellant-Board, and taking into account the long passage of time and payments made thus far, we find it appropriate to grant some leniency to the respondent herein.



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11. Accordingly, the respondent/writ petitioner is directed to pay only a sum of Rs. 7,33,046/- towards outstanding principal amount, excluding the interest amount, within a period of twelve weeks, as per the breakup statement produced by the appellant-Board. Upon receipt of this amount, the appellant-Housing Board is directed to execute the sale deed in favor of the respondent without any delay.

12. In the result, the writ appeal is partially allowed to this extent. No costs. Consequently, connected Miscellaneous Petitions is closed.

(D.K.K.,J,) (P.B.B.J.,)

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Internet: Yes
Index : Yes
Speaking Order/Non Speaking order

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