



WEB COPY



W.P. No.1262 of 2020

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 15.04.2024

CORAM:

THE HON'BLE MR. JUSTICE G.K. ILANTHIRAIYAN

W.P. No.1262 of 2020

V. Prema

... Petitioner

vs.

1. The Manager (Sales),
K.K. Nagar Division,
(earlier functioning at
Ashok Nagar),
Tamil Nadu Housing Board Corporation,
No.C-48, 3rd Floor,
2nd Avenue,
Anna Nagar,
Chennai – 600 040.

2. The Executive Engineer
Tamil Nadu Housing Board,
No.C-48, 3rd Floor,
2nd Avenue, Anna Nagar,
Chennai – 600 040.

3. Allottee Service Manager,
K.K. Nagar Division,
Tamil Nadu Housing Board,
No.C-48, 3rd Floor,
2nd Avenue, Anna Nagar,
Chennai – 600 040.

... Respondents



W.P. No.1262 of 2020

Prayer : Writ Petition is filed under Article 226 of Constitution of India to issue a writ of Mandamus directing the 2nd respondent to forthwith issue the sale deed without insisting on any further payment.

For Petitioner : Mr.Ananda Gomathy Murugesan

For Respondents : Mr.D. Veerasekaran
Standing Counsel

ORDER

This writ petition has been filed for direction to direct the 2nd respondent to execute the sale deed in favour of the petitioner without insisting any further payment from the petitioner.

2. The petitioner was allotted with Flat No.H7/K at TNHB West CIT Nagar, Chennai vide allotment letter dated 17.09.1996 issued by the 2nd respondent. The petitioner submitted representation to the 3rd respondent pointing out that the 3rd respondent had demanded a sum of Rs.79,900/- as additional cost at that point of time, the petitioner had sought for production of accounts as the project itself as a self-financing project. However, the petitioner was directed to pay the said amount. Thereafter, the petitioner paid the entire amount, but the Respondents were not executed sale deed so far in favour of the petitioner.



W.P. No.1262 of 2020

WEB COPY

3. The learned counsel for the 2nd Respondent filed counter and stated that the petitioner has paid the difference in cost of the flat and maintenance fund on 16.04.1997. After that the said property was handed over to the petitioner on 25.04.1997. The payments made by the petitioner is only a monthly dues and difference of cost, but he failed to pay the penal interest for the belated payments. The respondents charge the interest for the belated payment and finally demanded a sum of Rs.40,720/- to be paid by the petitioner for execution of sale deed in his favour. Admittedly, the petitioner handed over the possession and he was not in a possession and enjoyment of the alleged property.

4. Further, admittedly, the petitioner had paid the entire amount, now the respondents filed calculation memo dated 25.09.2023.

5. On perusal of the records revealed that the petitioner repeatedly making request with the respondents for execution of sale deed and also raised so many queries in respect of the calculation. Further, on perusal of the memo filed by the petitioner on receipt of the counter stated that as per allotment letter dated 17.09.1996 issued by the 3rd respondent clearly



W.P. No.1262 of 2020

states that the difference in cost has to be paid on or before 30.09.1996 at the rate of 18% per annum. The second respondent admits in his counter that the difference in cost have been paid by the petitioner on 16.04.1997 instead of 30.09.1996. Hence, the penal interest works out as Rs.79,900 X 198 days X 18% p.a. work out to Rs.7,802/-. Therefore, the penal interest is only for a sum of Rs.7,802/-. Now the respondents claiming a sum of Rs.1,46,945/- interest and the penal interest for the belated payment. Therefore, the petitioner raised so many queries and the same was not answered by the respondents.

6. Considering the above facts and circumstances it would be appropriate to direct the petitioner to pay the lumpsum amount as final settlement for execution of sale deed in favour of the petitioner. In view of the above, the petitioner is directed to pay sum of Rs.75,000/- to the respondents within a period of two weeks from the date of receipt of copy of this order. On receipt of the same, the respondents are directed to execute sale deed within a period of two weeks thereafter.



W.P. No.1262 of 2020

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15.04.2024

Index: Yes/No
Internet: Yes/No
Speaking Order/Non-Speaking Order
gvn

To

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W.P. No.1262 of 2020

G.K. ILANTHIRAIYAN, J.

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W.P. No.1262 of 2020

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