



W.P.No.347 of 2023

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IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated 29.01.2025

CORAM:

THE HONOURABLE MR.JUSTICE S.SOUNTHAR

W.P.No.347 of 2023

R.Sundaresan

... Petitioner

Vs.

1. The Managing Director,
Tamil Nadu Housing Board,
493, Anna Salai, Nandanam,
Chennai-35.

2. The Executive Engineer cum
Administrative Officer,
Erode Housing Board Division,
Erode.

... Respondents

Prayer: Writ petition filed under Article 226 of Constitution of India seeking for issuance of Writ of Mandamus directing the respondents to execute sale deed in favour of the petitioner for the property situate at Shop No.S.4, Kollampalayam Scheme Division No.2, 43, LIG, Erode Housing Board Division, Tamil Nadu Housing Board, Karur Bye pass Road, Mola Goundanpalayam Pirivu Road, Erode 638002 forthwith, as per the orders of this court in W.P.No.14844 of 2018, dated 22.10.2018 and further direct the respondents to pay compensatory cost for the delay occurred for execution of the sale deed in favour of the petitioner.

For Petitioner : Ms.R.Poornima



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For Respondents : Mr.D.Veerasekaran, Standing Counsel

ORDER

The writ petition is filed seeking a direction to the respondents to execute a sale deed in favour of the petitioner in respect of the property situate at Shop No.S.4, Kollampalayam Scheme Division No.2, 43, LIG, Erode Housing Board Division,, Karur Bye pass Road, Mola Goundanpalayam Pirivu Road, Erode 638002 forthwith, as per the orders of this court in W.P.No.14844 of 2018, dated 22.10.2018.

2. The respondent Board issued an advertisement on 07.11.1999, inviting tenders for allotment of commercial plots in the above mentioned scheme. The petitioner submitted his bid and since he is the highest bidder, an order was issued for execution of sale deed in favour of the petitioner for a sum of Rs.2,32,600/-. On the date of order, the petitioner paid a sum of Rs.45,000/-. Subsequently, as per the proceedings of the second respondent dated 15.03.2000, the petitioner was directed to pay balance bid amount of Rs.1,92,600/- on or before 30.03.2000. The petitioner paid only a sum of Rs.61,600/- on 02.06.2000 and thereafter, due to illness, he could not pay the entire



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amount. After recovery, the petitioner approached the second respondent and offered to pay the balance amount and submitted a cheque for the said amount on 10.04.2006. However, the second respondent, by his proceedings dated 24.04.2006, returned the cheque amount, by directing the petitioner to pay additional amount of Rs.67,353/- towards interest for the period from 30.03.2000 to 30.04.2006. Thus, the petitioner was directed to pay a sum of Rs.2,96,353/-, which includes original principal amount of Rs.1,31,000/- and interest at Rs.1,67,353/-. The entire amount together with interest up to 30.04.2006 was paid by the petitioner on 29.04.2006 and receipt was also issued to the petitioner by the Housing Board and the same is included in the typed set of papers.

2.1. It is stated by the petitioner that subsequent to the payment together with interest, the petitioner was given possession of the property and he has been allowed to enjoy the property. However, the respondents have not come forward to execute the sale deed. Hence, the petitioner was constrained to approach this court by filing W.P.No.14844/2018. The said writ petition was disposed of by



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recording the statement of the learned counsel for the respondents

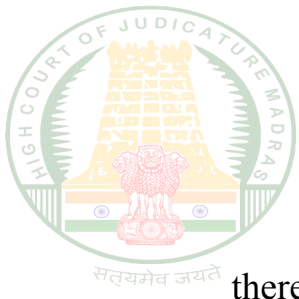
Board, which is extracted as under

" He further submitted that the respondents would register the sale deed pertaining to the aforesaid property in favour of the petitioner within a period of two weeks.

Recording the submission so made by the learned counsel for the respondents, the writ petition stands disposed of, directing the respondents to register the sale deed in favour of the petitioner, within a period of two weeks from the date of receipt of a copy of the order. No costs. "

2.2. The respondents, even thereafter, have not executed the sale deed. Therefore, the petitioner submitted a representation before the second respondent on 24.06.2022, seeking execution of the sale deed on the ground that the petitioner paid the entire bid amount together with interest up to the date on payment, namely 29.04.2006. The said representation has not been considered. Hence, the petitioner has filed the present writ petition.

3. The respondents filed counter affidavit stating that the petitioner failed to pay the bid amount, within the stipulated time and



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there was a delay of six years in making the payment and therefore, the Board is entitled to cancel the allotment made to the petitioner. It is also submitted that if the allotment made to the petitioner was cancelled by the Board, the commercial plot will fetch more amount and the Board would get the benefit of the same. It is further stated by the respondents that, if the amount auctioned in 2000 is capitalized up to 2006, the cost of the commercial plot will come to Rs.5,13,000/-, but the petitioner paid only a sum of Rs.3,99,953/- and therefore, the petitioner is liable to pay the balance amount of Rs.1,13,047/- as per the calculation for capitalization period. It is further stated in the counter affidavit that, for the balance amount of Rs.1,13,047/-, the petitioner is liable to pay interest till the date of payment and if the interest is calculated upto 23.01.2025, the petitioner is liable to pay a sum of Rs.3,09,842/- towards interest.

4. The averments made by the first respondent in the counter affidavit that the petitioner is liable to pay a sum of Rs.1,13,047/- on the basis of calculation for capitalization period; and the petitioner is further liable to pay interest for the period from 2006 to 2006 is



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untenable in law. Earlier, in the year 2006, the petitioner, by the proceedings of the second respondent dated 24.04.2006 in letter No.R4/1862/00, was directed to pay the balance bid amount together with interest for the period upto 30.04.2006 and admittedly, the said amount was paid by the petitioner as early as on 29.04.2006. Even after payment of the entire bid amount together with interest, as demanded by the second respondent, the fourth respondent has not taken any steps to execute the sale deed in favour of the petitioner, even though he was given possession as early as in the year 2006, pursuant to the payment. Therefore, the respondent is not justified in claiming more amount on the basis of capitalization and interest for the period from 2006 to 2025. After payment of the entire amount with interest, as demanded by the second respondent, sale deed should have been executed by the Board in favour of the petitioner. The failure to execute the sale deed is on the part of the respondents Board, however, now they demand more amount from the petitioner.

5. Further, the petitioner already moved this court by filing W.P.No.14844 of 2018 and after recording the statement made by the



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learned counsel for the respondents that sale deed would be executed in favour of the petitioner within a period of two weeks, this court disposed of the said writ petition, by issuing necessary direction to the respondents Board to register the sale deed in favour of the petitioner. Inspite of the same, the respondents have not executed the sale deed. The respondents Board also not challenged the order passed in the said writ petition and the same has become final. Therefore, the stand taken by the respondents as if the petitioner is liable to pay interest and further amount as per the new calculation is untenable in law. Hence, the submission made by the learned counsel for the respondents based on the counter affidavit and additional counter affidavit is rejected.

6. In view of the discussion made earlier, the respondents are directed to execute the sale deed in favour of the petitioner, within a period of four weeks from the date of receipt of copy of the order.

7. With the above direction, this writ petition is disposed of. There shall be no order as to costs.



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Index: Yes/No
Internet: Yes/No
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S.SOUNTHAR, J.

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