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WP.No.13426 of 2023

In the High Court of Judicature at Madras

Reserved on 02.7.2025	Delivered on : 08.7.2025
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Coram :

The Honourable Mr.Justice N.ANAND VENKATESH

Writ Petition No.13426 of 2023
& WMP.No.13101 of 2023

Mrs.P.Thenmozhi

...Petitioner

Vs

1.The Chairman, Tamil Nadu
Housing Board, No.493,
Anna Salai, Nandanam,
Chennai-35.

2.The Executive Engineer-cum-
Administrative Officer,
Anna Nagar Division,
Tamil Nadu Housing Board,
Anna Nagar, Chennai-41.

...Respondents

PETITION under Article 226 of The Constitution of India praying for the issuance of a Writ of Certiorarified Mandamus to call for the entire records pertaining to the passing of the impugned order/letter dated 22.11.2022 issued by the 2nd respondent, quash the same as illegal and consequentially direct the respondents to allot Plot No.3047



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at Mathur-Madhavaram Scheme or any other plot upon receipt of the nominal sale consideration from the petitioner in the said scheme for lesser extent as directed by this High Court to the petitioner within a stipulated time.

For Petitioner : Mr.C.Umashankar
For Respondents : Mr.D.Veerasekaran,
Standing Counsel

ORDER

This writ petition has been filed challenging the communication dated 22.11.2022 issued by the second respondent and for a consequential direction to the respondents to allot plot No.3047 to the petitioner upon receipt of a nominal sale consideration.

2. Heard the learned counsel for the petitioner and the learned Standing Counsel appearing for the respondents.

3. This case has a chequered history since it has been dealt with in many previous rounds.



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4. The facts leading to filing of this writ petition are as follows :

(i) The petitioner was originally allotted a residential plot bearing plot No.430 in Middle Income Group (MIG) category under Mathur - Madhavaram Scheme on 17.10.2001 by the respondent Board. After making the initial payment, the petitioner came to understand that earlier, the said plot namely plot No.430 was allotted to another person and due to her default, the allotment was cancelled and it was reallocated in the name of the petitioner.

(ii) However, the earlier allottee, in whose name, the original allotment was made, filed a writ petition before this Court and it was allowed and pursuant to the directions of this Court, the allotment was restored in favour of the original allottee. Thereafter, the petitioner was allotted plot No.981 on 23.12.2002. For a long time, since no sale deed was executed in favour of the petitioner pursuant to the said allotment, she filed W.P.No.37010 of 2007 before this Court seeking for a direction to the respondent Board to execute the sale deed. When the said writ petition came up for hearing, the respondent Board informed that for plot No.981, a sale deed had already been executed in favour of one Mr.Arunachalam even in the year 2006 itself.

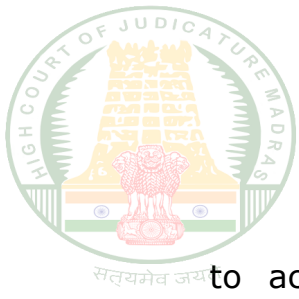


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(iii) Considering the stand taken by the respondent Board in the earlier writ petition filed by the petitioner, final orders were passed by this Court on 06.6.2011 and W.P.No.37010 of 2007 was disposed of by directing the respondent Board to refund the entire amount payable to the petitioner along with interest at the rate of 12% per annum from the date of first payment. It was also clarified in the said order dated 06.6.2011 that if the respondents were to take decision to make allotment of any other plot, for which, the petitioner was willing, the said order dated 06.6.2011 should not stand in the way of the respondent Board to make the allotment in favour of the petitioner and while doing so, the respondent Board was further directed to adjust the amount already paid by the petitioner.

(iv) Even after the disposal of W.P.No.37010 of 2007, the respondent Board did not make any endeavour to allot the alternative plot to the petitioner. She also ascertained the fact that there were several residential plots available in various schemes of the respondent Board. But, the respondent Board did not initiate any proceedings to allot the same to the petitioner. Further, though the respondent Board issued a cheque to the petitioner by refunding the cost that was paid by the petitioner together with interest, the petitioner was not willing



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to accept any refund and she was only interested in obtaining allotment of a plot.

(v) Aggrieved by the said order of this Court dated 06.6.2011, the petitioner filed W.A.No.2015 of 2011. During the pendency of this writ appeal, the respondent Board was directed to ascertain as to whether any plot was available and as to whether it could be allotted to the petitioner. Pursuant to that, plot No.1/599 in the MIG category at Manali Phase I measuring 1 ground and 1,593 sq.ft. was identified and the said writ appeal was disposed of by judgment dated 24.2.2012 by observing that if the petitioner chose to take it, the respondent Board would allot it in favour of the petitioner.

(vi) According to the petitioner, in spite of repeated representations, the respondent Board was dragging its feet and immediately had issued a letter dated 20.9.2012 stating that the petitioner was allotted MIG plot No.1/599 at Manali Phase I. The petitioner was directed to pay a sum of Rs.52,32,000/- towards the plot so allotted after adjusting the amount that was available with the respondent Board.

(vii) Aggrieved by the said letter dated 20.9.2012 issued by the respondent Board, the petitioner once again approached this Court by



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filing W.P.No.27412 of 2012. This writ petition was disposed of by order dated 27.2.2014 in the following terms :

"58. Disposition & Directions:

Be that as it may in the light of detail qualitative and quantitative discussions mentioned supra and in view of the fact that the Petitioner in her earlier communications dated 18.03.2004 and 25.03.2004 had only made a request to the 2nd Respondent praying for refund of the amount paid by her together with interest and subsequently, the Plot No.1/599 MIG at Manali Phase – I to the extent of 1 Ground, 1593 sq.ft available under Madhavaram scheme could be allotted to her (vide judgment dated 24.12.2012 in W.A. 2015 of 2011), if she chooses and in that event, the Board was directed to allot the said plot in her favour, then, in the considered opinion of this Court, she is to pay the value of plot fixed at Rs.52,95,000/- (3993 Sq.ft x Rs.1326/-) as fixed by the Price Fixing Committee of the Tamil Nadu Housing Board (which was approved in its resolution No.9.08 dated 30.08.2012). In fact, her request for fixing the price of the Plot No.1/599 MIG at Manali at the rate of the year 2001 is not acceded to by this Court and also, because of the simple reason that the Tamil Nadu Housing Board's Price Fixing Committee, is to take note of the Ruling rate, Guideline value and Market rate and it cannot offer



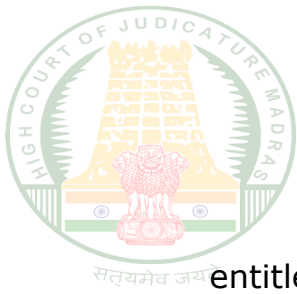
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the cost of Plot No.1/599 MIG at Manali Phase – I (Measuring an extent of 1 Ground, 1593 sq.ft) at a lower cost than the real price/rate. Further, the Housing Board is in the nature of Local Authority and cannot be made to suffer a loss. However, to promote the substantial cause of justice and to alleviate the sufferings and mental agony of the Petitioner, this Court to secure the ends of justice, if the Petitioner is not desirous of purchasing the Plot No.1/599 MIG at Manali Phase I scheme in terms of the value of Plot fixed at Rs.52,95,000/- (as recommended by the Price Fixing Committee of the Tamil Nadu Housing Board) then, this Court to prevent an aberration of justice directs the Respondents to refund lumpsum amount of Rs.58,000/- (Being 10% (as EMD) deposited/paid by her during sealed cover through Demand Draft on 17.09.2001) together with interest at the rate of 12% per annum till the date of realisation. Also this Court directs the Respondents to pay a sum of Rs.10,000/- towards legal expenses to the Petitioner within a period of eight weeks from the date of receipt of copy of this order."

(viii) Aggrieved by the said order dated 27.2.2014, the petitioner filed W.A.No.172 of 2018 before this Court. The said writ appeal was dismissed by a Division Bench of this Court vide judgment dated 14.2.2018 wherein it was made clear that the petitioner would be



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entitled to get the refund of the amount along with interest.

(ix) Pursuant to the said judgment dated 14.2.2018, the petitioner filed Review Application No.228 of 2018 before the Division Bench of this Court and it came to be dismissed by order dated 17.3.2020. The Division Bench of this Court, while dismissing the said review application, made it clear that if any smaller extent of land in Manali Scheme either Phase I or Phase II was available, the respondent Board could consider allotting the same by getting a fresh application from the petitioner.

(x) After the said order dated 17.3.2020 was passed, the petitioner submitted a representation and the same came to be rejected by the impugned letter dated 22.11.2022. This has been put to challenge in the present writ petition. In this writ petition, the petitioner has also sought for a direction to the respondent Board to allot plot No.3047, Mathur – Madhavaram Scheme.

5. During the pendency of this writ petition, the respondent Board found that in the said plot, there was a pump room and bore well, that it could not be allotted to the petitioner and that no other plots were available for allotment in favour of the petitioner. The

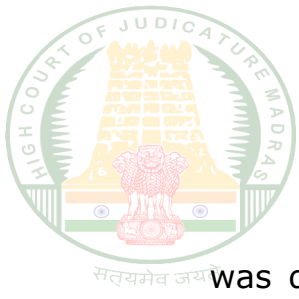


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petitioner was also informed that the amount so paid would be refunded to her along with interest as was directed by this Court in the earlier orders.

6. When the matter was taken up for hearing on 02.7.2025, the learned counsel for the petitioner submitted that totally, 16 plots are available in Manali Phase I and that the same was not taken into consideration by the respondent Board.

7. In the considered view of this Court, at some stage, this story must come to an end. The observations made by this Court in the earlier orders of this Court to the effect that the respondent Board could consider allotting a plot of similar extent in favour of the petitioner after adjustment of the amount already paid by the petitioner, do not create a legal right in favour of the petitioner. The game started in the year 2003 and it is yet to come to an end even after 22 years. It is too late in the day to direct the respondent Board to allot any plot in favour of the petitioner and it will be very appropriate to reiterate the earliest order dated 06.6.2011 passed in W.P.No.37010 of 2007 by this Court wherein the respondent Board



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was directed to refund the entire amount already paid together with interest at the rate of 12% per annum.

8. In the result, this writ petition is disposed of with a direction to the respondent Board to refund the entire amount already paid by the petitioner together with interest at the rate of 12% per annum from the date of first payment till date of realization within a period of four weeks from the date of receipt of a copy of this order, if not already refunded. No costs. Consequently, the connected WMP is closed.

08.7.2025

Index : Yes (or) No
Neutral Citation : Yes (or) No

To

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- 2.The Executive Engineer-cum-
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RS

P.D.ORDER in
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