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W.P.No.10585 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 19.02.2026

CORAM :

THE HONOURABLE MR. MANINDRA MOHAN SHRIVASTAVA,
CHIEF JUSTICE

AND

THE HONOURABLE MR.JUSTICE G.ARUL MURUGAN

W.P.No.10585 of 2023
and W.M.P.Nos.10529, 10535 & 18481 of 2023
and 7877 of 2025

1.V.Ravi Narayanan,
M 37/2B, 7th Cross Street,
Besant Nagar, Chennai - 600 090.

2.K.Varadarajan,
No.25, 7th Cross Street,
Besant Nagar, Chennai - 600 090.

3.Sriram Nageswaran,
No.A1/3, New No. 11,
Kalpatharu, 12th Cross Street,
Besant Nagar, Chennai - 600 090.

4.Dr.Siddhan Subramanian,
No.A1/6/5, Kamal, Gochs Flats,
23rd Cross Street,
Besant Nagar, Chennai - 600 090.

.. Petitioners

Vs.

1.The State of Tamil Nadu,
Represented by its Secretary,
Housing and Urban Development,
Secretariat, Fort St.George,
Chennai - 600 009.



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2. Tamil Nadu Housing Board,
Rep. by its Chairman and Managing Director,
Nandanam, Chennai - 600 035.
3. The Commissioner,
Greater Corporation of Chennai,
Rippon Building,
No.1131, EVR Periyar Salai,
Chennai - 600 003.
4. The Assistant Commissioner,
Greater Corporation of Chennai,
Zone X, Adyar Division,
No.115, Dr.Muthulakshmi Salai,
Adyar, Chennai - 600 020.
5. Chennai Metropolitan Development Authority,
Rep. by Member Secretary,
No.1, Gandhi Irwin Road,
Egmore, Chennai - 600 008.
6. Vidya Vinaya Vinoda School,
Rep. by its Former Correspondent,
Ravi J.Prashanth, rep. by Tanveer Ali Khan,
No.255, 'W' Block, 14th Street,
Anna Nagar West Extension,
Chennai - 600 101.
7. Vidya Vinaya Vinoda Educational Society,
Rep. by its Director, Tanveer Ali Khan,
No.255, 'W' Block, 14th Street,
Anna Nagar West Extension,
Chennai - 600 101.
8. Vijay Shanthi Builders Limited,
Rep. by its Managing Director,
No.3, Blackers Road,
Mount Road, Chennai - 2.



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9.M/s.Ramaniyam Real Estate Pvt. Ltd.,
Rep. by its Managing Director, V.Jagannathan,
No.4/67, 3rd Main Road, Gandhi Nagar,
Adyar, Chennai - 600 020.

10.Sri Ramabhakta Real Estates LLP,
Rep. by its Partner, Durairaj Subbiah,
No.5/89-4A, Chettiar Park Road,
M M Street, Kodaikanal, Pin - 624 101.

11.M/s.Surana Institute LLP,
Rep. by its Designated Partner, Ekta Surana,
Old No.18/8B, New No.59/88,
Prince Apartment, Ormes Road,
Kilpauk, Chennai - 600 010.

12.S.Sudhakar,
No.6, Ennore Express Road,
Thiyagarayapuram, Thangal,
Thiruvottriyur, Chennai - 19.

13.S.Dinakar,
Old No.84, New No.48,
M.C.Road, Old Washermenpet,
Chennai - 21.

(R12 & R13 impleaded vide Order dated 18.11.2025
made in WMP.7873/2025 in WP.10585/2023)

14.D.Udhaya Kumar,
S/o.Duraisamy,
No.17, V.P.Rathinasamy Nadar Road,
Bibeekulam, Madurai - 625 002.

(R14 impleaded vide Order dated 18.11.2025
made in WMP.37517/2025 in WP.10585/2023)

15.Besant Nagar Residents Educational
and Charitable Society,
Represented by its President R.Balamurugan,
Door No.M57, 1st Main Road,
Besant Nagar, Thiruvanmiyur (Urban),



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Velachery Taluk, Chennai - 600 090.
(R15 impleaded vide Order dated 18.11.2025
made in WMP.48024/2025 in WP.10585/2023)

.. Respondents

PRAYER: Petition filed under Article 226 of the Constitution of India seeking issuance of a writ of Mandamus directing the 1st to 5th respondents to act as per the order of this Court in W.P.No.12873 of 2011 and dated 08.01.2014, in respect of the purpose of allotment and use of the plot of land in Plot No.E-153 of Besant Nagar, fully described in the schedule hereunder, with further consequential directions to :

- (a) the 1st and 2nd respondents to cancel the allotment and sale of the property, described in the schedule hereunder, in favour of the 6th respondent, Vidya Vinaya Vinoda School, previously run by the 7th respondent, with re-allotment of the said plot in its entirety (21 grounds and 1922 sq.ft.), for the public purpose of running a school, to any other body;
- (b) the 3rd to 5th respondents (CMDA and Greater Corporation of Chennai) to demolish the buildings in the said plot; and granting costs of this writ petition.

Schedule

All the piece and parcel of land situate in Plot No.E-153, Besant Nagar, in the sanctioned plan of Besant Nagar South Madras Neighbourhood Scheme, Kalakshetra, Madras, Block No.40, Town Survey No.4 Part, 7 Part and 8 Part, RS.No.4 Part, 7 Part and 8 Part, Urur Village, Mylapore-Triplicane Taluk, Chennai District and measuring 21 Grounds 1922 square feet and thereabouts and bounded, on the :



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North by Site allotted to Post & Telegraph Department (Plot No.146),
East by 40 feet Road, called 6th Cross Street,
South by 30 feet Road called 8th Cross Street and
West by 30 feet Road, called 7th Cross Street and
Measuring,
on the North 162'0",
on the East 259'6",
on the South 217'0" and
on the West 241'6",
in all admeasuring 21 grounds 1922 square feet and situate within the
Sub Registration District of Adyar and Registration District of South
Chennai.

For Petitioner(s) : Mr.K.S.V.Prasad

For Respondent(s) : Mr.K.Karthik Jagannath
Government Advocate for R1

Mr.D.Veerasekaran
Standing Counsel for R2

Mr.M.Suresh Kumar
Additional Advocate General
Assisted by
Mr.N.R.Ramesh Kanna
Standing Counsel for R3 & R4

Mr.P.Kumaresan
Additional Advocate General
Assisted by
Mr.R.Sivakumar for R5
Mr.S.Rajasekar for R6 & R7



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Mr.M.Kemprij For R8

Ms.S.Vaitheeswari
for Mr.S.Sundaresan for R9

Mr.K.V.Babu for R10

Mr.S.Ravi for R11

Mr.N.Murali Kumaran
Senior Counsel for
Mr.K.V.Sajeev Kumar for R14

Mr.Avinash Wadhwani for R15

No Appearance - R12 & R13

ORDER

(Order of the Court was made by G.Arul Murugan, J.)

This writ petition styled as Public Interest Litigation is filed seeking for a direction to the respondents 1 and 2 to cancel the allotment and sale of the property, land admeasuring 21 grounds and 1922 square feet made in favour of the 6th respondent and for further direction to demolish the buildings in plot No.E-153 of Besant Nagar, as per the earlier order of this Court dated 08.01.2014 in W.P.No.12873 of 2011.



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2. Heard Mr.K.S.V.Prasad, learned counsel for the petitioners, Mr.K.Karthik Jagannath, learned Government Advocate for the first respondent, Mr.D.Veerasekaran, learned Standing Counsel for second respondent, Mr.M.Suresh Kumar, learned Additional Advocate General for respondents 3 & 4, Mr.P.Kumaresan, learned Additional Advocate General for the 5th respondent, Mr.S.Rajasekar, learned counsel for the respondents 6 & 7, Mr.M.Kempuraj, learned counsel for the 8th respondent, Ms.S.Vaitheeswari, learned counsel for the 9th respondent, Mr.K.V.Babu, learned counsel for the 10th respondent, Mr.S.Ravi, learned counsel for the 11th respondent, Mr.N.Murali Kumaran, learned Senior Counsel for 14th respondent and Mr.Avinash Wadhwani, learned counsel for 15th respondent and perused the materials available on record.

3. According to the petitioners, the Government through G.O. (Ms)No.5926, dated 03.12.1964, Housing and Urban Development Department, approved a housing scheme called 'Besant Nagar South Madras Neighbourhood Scheme'. In pursuance of the scheme, lands were acquired and the 2nd respondent/Tamil Nadu Housing Board formed a layout. In the layout, plot bearing No.E-153, comprising of



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21 grounds and 1922 square feet was earmarked under the category 'others'. If the plot comes under the category 'others', it means it is to be used for the purposes like community hall, hospital or school etc.

4. The Tamil Nadu Housing Board allotted the said site originally to the 6th respondent for running a school. The entire plot was sold by the Housing Board through a conditional sale deed dated 11.05.1982 to the 6th respondent with certain conditions. It is further stated that the 6th respondent closed the school abruptly in the year 2008 and by running a primary school in a portion of the site allotted, the 6th respondent had sold the remaining land to the 8th respondent through sale deed dated 15.07.2008. The sale deed executed in favour of the 8th respondent recites that a release deed dated 20.07.1998 has been executed by the Tamil Nadu Housing Board releasing the conditions.

5. Earlier Public Interest Litigation was filed before this Court by 4 persons including the 3rd petitioner in the present writ petition. By order dated 08.01.2014, the writ petition came to be dismissed. Now, the present writ petition is filed in respect of the very same property by also bringing in all the subsequent purchasers as party respondents.



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6. It is the grievance of the petitioners that, when the land measuring 21 grounds and 1922 square feet in the layout was sold by the Tamil Nadu Housing Board for the purpose of establishing the school, the same cannot be converted for any other commercial purposes. As such, the sale executed originally in favour of the 8th respondent and thereafter to other subsequent purchasers from respondents 9 to 15 are bad and therefore, the entire allotment is to be cancelled.

7. The learned counsel for the petitioners vehemently contended that when once the Tamil Nadu Housing Board allots a plot for a particular purpose and executes a conditional sale deed, then the purchaser cannot breach the conditions and convert the plot and use for any other commercial purposes. The subsequent sale effected and conversion made would defeat the very purpose of allotment and therefore, the allotment has to be cancelled.

8. At the outset, it is to be noted that the relief sought for in the present writ petition is nothing but an attempt to reagitate the issue already settled by this Court. The 2nd respondent herein had been a party in the earlier writ petition which was dismissed by this Court. In



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the absence of any appeal preferred challenging the orders passed by this Court dated 08.01.2014, the present writ petition which ultimately seeks the same relief which was rejected, is not maintainable.

9. In fact in the earlier writ petition, the relief was sought to cancel the allotment and sale of the property made in favour of the 8th respondent. The Division Bench had considered the submissions made by the petitioners that since the land has been allotted for public purpose, namely, to run the school, use of the property for any other purpose and sale in favour of the 8th respondent are against the Lease-cum-Sale agreement executed by the Tamil Nadu State Housing Board.

10. This Court after perusing the Lease-cum-Sale Agreement executed in favour of the 6th respondent and the subsequent release deed dated 20.07.1998 executed by the Tamil Nadu State Housing Board in favour of the 6th respondent held that, in view of the release deed executed, the sale deed is to be treated as unconditional. In fact, this Court had also observed that the Tamil Nadu Housing Board shall make every endeavour to avoid the recurrence of the mistake in future and see that the terms and conditions of allotment and the sale deed



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executed are in tune with the present day development. The relevant portion is extracted hereunder:-

"21. *It is the primordial submission of the learned counsel appearing for the petitioners that since the land has been allotted for public purpose, namely, to run the school, use of part of the property for running a Gymnasium and for other purposes and selling of remaining part of the land in favour of the 8th respondent by means of registered Sale Deed dated 15.07.2008, are against the covenants of Lease-cum-Sale Agreement and other documents and also in violation of the provisions of the Tamil Nadu State Housing Board Act, 1961. In the considered opinion of the Court, the said submission lacks merit and substance for the reason that admittedly even as per the own admission of the Tamil Nadu Housing Board - second respondent, the purchaser, namely, Vidya Vinaya Vinoda School, represented by its Correspondent had fulfilled all the obligations cast upon him and that is why, it has executed Release Deed dated 20.07.1998 in their favour and the Release Deed also makes it very clear that the above sale deed is to be treated as unconditional Sale Deed.*

22. *No doubt, in the conditional Sale Deed dated 11.05.1982, there is a clause/covenant to that effect that*



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the purchaser doth hereby declare and covenant with the vendor that the property hereby sold and building to be constructed thereon should not be put to any use except as residential quarters, unless the consent in writing of the vendor had been obtained by the purchaser and the purchaser doth hereby declare and covenant with the vendor that the property hereby sold and the building to be constructed thereon shall not be put to any use excess residential quarters, unless the consent in writing of the vendor had been obtained purchaser. The said clause/convenant is a mistake and the sale of the plot was made for running the school and not as residential quarters and it also exhibits lack of application of mind on the part of the Tamil Nadu Housing Board while executing the conditional Sale Deed. This Court is of the view that the Tamil Nadu Housing Board shall take every endeavour to avoid the recurrence of such a kind of mistake in future and see to that the terms and conditions of allotment and the Lease-Cum-Sale Agreement and covenants of the Sale Deed executed is favour of the purchaser are in tune with the present day development.”

11. Further objection was also raised to the effect that the conditions in the allotment have not been fulfilled and in view of the same, the subsequent sale cannot be permitted. This Court rejected the objection and categorically held that the constructions had been



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put up within two years and all the conditions has been fulfilled.

Further, in view of the document executed clearly stating that the sale deed issued may be treated as unconditional, this Court held that the purchaser is at liberty to deal with the property in the manner in which it likes. The relevant portion reads as follows:-

"24. *It is an admitted fact that the construction has been put up within two years from the date of issuance of the allotment and the purchaser has also not alienated or sold the property within two years from the date of issuance of the conditional sale deed and upon fulfillment of all the conditions, the Tamil Nadu Housing Board has executed the registered Deed of Release dated 20.07.1998 in favour of the 6th respondent, represented by its correspondent, clearly stating that the sale deed issued to them may be treated as unconditional sale deed and thereby meant that the purchaser after getting the release deed from the Tamil Nadu Housing Board, is at liberty to deal with the property in the manner in which it likes.*

25. *It is the submission of the learned counsel appearing for the petitioners that the sale deed in favour of the 8th respondent executed on 15.07.2008 by the Correspondent of the 6th respondent School and the School is owned by Vidya Vinaya Vinoda Educational Society – a*



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Society registered under the Societies Registration Act and since the Society had become defunct in the year 2001 itself, the Sale Deed is not valid. The said argument was countered by the learned Senior Counsel appearing for the respondents 6, 7 and 8 by submitting that the Society has already been revived and even otherwise in terms of the Lease-cum-Sale Agreement Conditional Sale Deed and the subsequent Release Deed, the School is the owner of the land and the sale deed in favour of the 8th respondent was executed by the correspondent of the School only and not by the Society. In the considered opinion of the Court, the submissions made by the learned Senior Counsel appearing for the respondents 6, 7 and 9 merit acceptance for the reason that the sale deed dated 15.07.2008 was executed by the Correspondent on behalf of the School and not by the Society and if the petitioners are aggrieved, it is always open to them to agitate the same before the competent forum, if it is permissible in law."

12. In view of the issues already having been adjudicated and the claim to cancel the allotment and sale deed on the ground of violation of allotment conditions having been dismissed, the present writ petition again seeking to reopen the same issue and readjudicate, cannot be entertained. When this Court had already held that in view of the release deed executed by the Tamil Nadu Housing Board



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by treating the conditional sale deed as unconditional, the original allottee has an absolute right and the initial purchaser, namely, 8th respondent can deal with the property in any manner as it likes, the petitioners cannot maintain any claim as against the sale of property in favour of the subsequent purchasers.

13. Though this Court is inclined to dismiss the writ petition with exemplary costs, however, in view of the predicaments expressed we refrain to do so. In view of the issue having been settled by this Court long ago, the present writ petition lacks merit and *bona fides*.

14. Accordingly, the writ petition stands dismissed. There shall be no order as to costs. Consequently, interim applications are closed.

(MANINDRA MOHAN SHRIVASTAVA, CJ) (G.ARUL MURUGAN, J)
19.02.2026

Index : Yes/No
Neutral Citation : Yes/No
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To

- 1.The Secretary,
State of Tamil Nadu,
Housing and Urban Development,
Secretariat, Fort St.George,
Chennai - 600 009.
- 2.The Chairman and Managing Director,
Tamil Nadu Housing Board,
Nandanam, Chennai - 600 035.
- 3.The Commissioner,
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THE HON'BLE CHIEF JUSTICE
AND
G.ARUL MURUGAN,J.

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