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W.P.No.11609 of 2026

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 02.04.2026

CORAM

THE HONOURABLE MR.JUSTICE M.DHANDAPANI

W.P.No.11609 of 2026

G.Mohandas

... Petitioner

Vs.

- 1 The Managing Director,
Tamil Nadu Housing Board,
CMDA Complex,
E & C Market Road,
Koyambedu,
Chennai – 600 107.
- 2 The Manager,
Marketing & Service,
Besant Nagar Division,
Tamil Nadu Housing Board (TNHB),
48, Dr.Muthulakshmi Salai,
Adyar,
Chennai – 600 020.
- 3 The Assistant Revenue Officer,
Besant Nagar Division,
Tamil Nadu Housing Board (TNHB),
Adyar,
Chennai – 600 020.

... Respondents

Prayer:

Petition filed under Article 226 of the Constitution of India to issue a Writ of Mandamus directing the respondents to execute the sale deed in respect of Flat No.MIG I – 12/35 at the 9th Floor,



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Sholinganallur Phase – II in favour of the petitioner and refund the excess amount of paid by the petitioner to the second respondent towards the cost of the Flat No.MIG I – 12/35 at the 9th Floor, Sholinganallur Phase – II together with interest.

For Petitioner : Mr.Shivakumar
for M/s.Shivakumar and Suresh
For Respondents : Mr.D.Veerasekaran

O R D E R

The petitioner has filed this writ petition seeking issuance of Writ of Mandamus directing the respondents to execute the sale deed in respect of Flat No.MIG I – 12/35 at the 9th Floor, Sholinganallur Phase – II in favour of the petitioner and refund the excess amount of paid by the petitioner to the second respondent towards the cost of the Flat No.MIG I – 12/35 at the 9th Floor, Sholinganallur Phase – II together with interest.

2.The learned counsel appearing for the petitioner submitted that the petitioner applied for Flat under MIG – I vide application dated 18.09.2015 and the second respondent issued provisional allotment order dated 27.04.2017, as per which it was informed that the petitioner had been provisionally allotted M.I.G.I, Flat No.12/35 in the



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9th Floor at Construction of 1500 MSB Flats under Pre-fab Technology at Sholinganallur Phase – II Scheme under Hire Purchase Mode during the lot held on 07.01.2016 and the tentative cost of the Flat is Rs.40,71,000/- and the petitioner was required to pay 25% of the Flat Cost i.e., Rs.10,17,750/- and a sum of Rs.50,000/- which was the application money would be adjusted in the said amount. The petitioner paid the entire amount on 23.04.2018. Thereafter, the respondent fixed the final cost and vide impugned order, demanded the petitioner to pay a sum of Rs.9,67,750/-.

3.The learned counsel appearing for the petitioner further submitted that similarly situated person filed W.P.No.1020 of 2025 challenging the final cost price and this Court vide order dated 13.03.2025, disposed the said writ petition by setting aside the final cost imposed on the petitioner therein and by directing the Tamil Nadu Housing Board to execute sale deed in favour of the petitioner therein as against which, the Tamil Nadu Housing Board preferred W.A.No.2743 of 2025 and the Hon'ble Division Bench of this Court passed the following interim order on 08.09.2025:

*"There shall be a direction to the appellant
Tamil Nadu Housing Board (TNHB) to execute*



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the sale deed as directed by the Writ Court through the impugned order within a period of two months from the date of receipt of a copy of this order. However, the execution of the sale deed by the TNHB is subject to the condition that, in case the respondent / writ petitioner lost the writ appeal, in other words, the writ appeal is allowed in favour of the TNHB, the demand of excess cost roughly about Rupees Six Lakhs made by the TNHB shall be paid by the respondent / writ petitioner. Only on the above condition, the aforesaid execution of the sale deed shall be undertaken by the TNHB within the time frame."

Accordingly, the learned counsel prayed for similar order in this writ petition.

4.The learned counsel appearing for the respondents did not dispute the facts submitted by the learned counsel appearing for the petitioner.

5.Heard the arguments advanced on either side and perused the materials available on record.



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6.The petitioner applied for Flat under MIG – I vide application dated 18.09.2015 and the second respondent issued provisional allotment order dated 27.04.2017, as per which it was informed that the petitioner had been provisionally allotted M.I.G.I, Flat No.12/35 in the 9th Floor at Construction of 1500 MSB Flats under Pre-fab Technology at Sholinganallur Phase – II Scheme under Hire Purchase Mode during the lot held on 07.01.2016 and the tentative cost of the Flat is Rs.40,71,000/- and the petitioner was required to pay 25% of the Flat Cost i.e., Rs.10,17,750/- and a sum of Rs.50,000/- which was the application money would be adjusted in the said amount. The petitioner paid the entire amount on 23.04.2018. Thereafter, the respondent fixed the final cost and vide impugned order, demanded the petitioner to pay a sum of Rs.9,67,750/-.

7.Similarly situated person filed W.P.No.1020 of 2025 challenging the final cost price and this Court vide order dated 13.03.2025, disposed the said writ petition by setting aside the final cost imposed on the petitioner therein and by directing the Tamil Nadu Housing Board to execute sale deed in favour of the petitioner therein, as against which, the Tamil Nadu Housing Board preferred W.A.No.2743 of 2025 and the Hon'ble Division Bench of this Court



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passed the following interim order on 08.09.2025:

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"There shall be a direction to the appellant Tamil Nadu Housing Board (TNHB) to execute the sale deed as directed by the Writ Court through the impugned order within a period of two months from the date of receipt of a copy of this order. However, the execution of the sale deed by the TNHB is subject to the condition that, in case the respondent / writ petitioner lost the writ appeal, in other words, the writ appeal is allowed in favour of the TNHB, the demand of excess cost roughly about Rupees Six Lakhs made by the TNHB shall be paid by the respondent / writ petitioner. Only on the above condition, the aforesaid execution of the sale deed shall be undertaken by the TNHB within the time frame."

8.In view of the above, this Court directs the respondents to execute sale deed in favour of the petitioner. If the Tamil Nadu Housing Board succeed in W.A.No.2743 of 2025, then the writ petitioner shall pay the final cost/ amount demanded in the impugned order along with applicable interest. Further, the petitioner shall not encumber or alienate the property till the disposal of W.A.No.2743 of



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2025. With the above encumbrances, the Tamil Nadu Housing Board shall execute sale deed in favour of the petitioner.

9.The writ petition is disposed of on the above terms. No costs.

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Index: Yes/ No
Speaking Order: Yes/ No
NCC: Yes/ No

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M.DHANDAPANI,J.
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