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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 23-03-2026

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THE HON'BLE MR JUSTICE S. M. SUBRAMANIAM

AND

THE HON'BLE MR.JUSTICE K. SURENDER

WA No. 300 of 2023

The Executive Engineer And Administrative
Officer
Tamil Nadu Housing Board, Hosur Housing Unit,
Bagalur Road,Hosur 635 109. Krishnagiri District.

..Appellant(s)

Vs

K.Subramanian

..Respondent(s)

Writ Appeal filed under Clause 15 of Letters Patent to set aside the
Order dated 30.03.2022 and made in WP.No. 30979 of 2005.

For Appellant(s):	Mr P.S.Seetha Raman
	Standing Counsel For Tnhb
For Respondent(s):	Mr.P.Rajendran

JUDGMENT

(Judgment of the Court was delivered by S.M.Subramaniam J.)

Under assail is the writ order dated 30.03.2022 in W.P.No.30979 of 2005.



2. The Executive Engineer and Administrative Officer of the Tamil Nadu Housing Board have instituted the present intra-court appeal under Clause 15 of the Letters Patent, mainly contending that the respondent, who was allotted with an independent residential house in HIG House No. 53, Phase-VI, Avalapalli Scheme, Tamil Nadu Housing Board, Hosur committed default in payment of initial cost as well as instalments. Subsequently, the allotment came to be cancelled on 11.01.1997, which was thereafter confirmed by the Housing Board again on 14.10.1997. The said cancellation of allotment remains unchallenged. Respondent committed default even in making the initial payment of a sum of Rs. 2,51,000/-. Subsequent instalments were also not paid.

3. Respondent filed W.P.No. 14810 of 1997 seeking a direction to the appellant herein to restore the allotment of HIG House No. 53, Phase-VI, Avalapalli Scheme, Tamil Nadu Housing Board, Hosur. Writ Court disposed of the petition on 24.09.2004 as follows,

“ ...

3. Hence, the following order is passed:

A direction is Issued to the second respondent to revoke the cancellation of the order dated 11.01.1997 subject to payment of dues, if any, by the petitioner. It is made clear that the petitioner shall pay not only the amount due and payable by him but also the interest, if any, accrued thereon a Fixed by the second respondent. The second respondent is directed to



furnish such details, particularly, the actual amount due and payable by the petitioner within period of two weeks from the date of receipt of a copy of this order. On receipt of the said communication, the petitioner shall make the necessary payment within a period of eight weeks thereafter. On such payment, the second respondent shall pass final orders as directed above within a two weeks from the date of payment.”

4. In response to the order of the Writ Court, no payment had been made by the respondent, and he continued to remain a chronic defaulter in payment of initial cost as well as monthly instalments, as per the terms and conditions of allotment order dated 27.09.1996.

5. Learned counsel for the respondent would submit that respondent subsequently paid a sum of Rs.35,25,000/- as per the impugned writ order, and that the said amount has not been properly adjusted. It is further contended that interest and penal interest is also calculated exorbitantly. It is also submitted that, as per the Government Order in G.O.Ms.No.116, Housing and Urban Development Department, dated 04.08.2025, the respondent is entitled to more financial benefits, including waiver of penal interest, which have not been extended to him. Thus, the present writ appeal is to be rejected.



6. This Court is of the considered view that allotment was made on 27.09.1996 and admittedly, the respondent failed to make the initial payment of Rs.2,21,000/-. The total cost of Rs.6,28,000/- during the relevant point of time was not paid by the respondent. The instalments for a period of 14 years were not punctually paid, and the respondent continued to be a chronic defaulter in payment of monthly instalments. Admittedly, allotment was cancelled initially on 11.01.1997 and the same was confirmed by the appellant on 14.10.1997. Respondent is not in possession of the allotted property and the same is now with the appellant Housing Board.

7. Under these circumstances, this Court is of the view that balance payment, if paid by the respondent, then alone he is entitled to secure the allotment, which was initially made on 27.09.1996, failing which, he is not entitled to any such relief.

8. Learned counsel for the appellant has submitted a calculation sheet, as per which, the outstanding due to the Housing Board is a sum of Rs. 16,99,587/-. The amount already paid by the respondent has been adjusted. Though the learned counsel for the respondent disputed the correctness of the said calculation, if there is any error in calculation, it is for the respondent to approach the competent authority for appropriate relief.



9. As far as the cancellation of allotment is concerned, it was issued on 11.01.1997 and confirmed on 14.10.1997, and the said cancellation orders remain unchallenged. Even after the order passed in W.P. No. 14810 of 1997, the respondent continued to be a defaulter in payment of instalments. Considering the fact that the respondent is a retired Government servant and that the Housing Board has already received a substantial amount of Rs. 35,25,000/- from the respondent, this Court is inclined to apply the principles of equity and grant relief as follows:

(i) The respondent is at liberty to pay the balance amount of Rs.16,99,587/-in favour of the Tamil Nadu Housing Board on or before 04.04.2026.

(ii) In the event of failure to make payment, the cancellation of allotment made by the Tamil Nadu Housing Board in proceedings dated 11.01.1997 and in proceedings dated 14.10.1997 shall stand confirmed. In such an event, Tamil Nadu Housing Board is bound to refund the amount paid by the respondent within a period of four (4) weeks from the date of expiry of the six-week period granted to the respondent to settle the full cost.

(iii) In the event of payment of the outstanding dues by the respondent within the stipulated time, the appellant is directed to hand over possession of the property to the respondent, execute the sale deed, and complete the formalities



as expeditiously as possible. The respondent shall approach the authorities for completing such formalities.

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10. With the above directions, the writ appeal stands disposed of. No costs. Consequently, the connected miscellaneous petitions, if any, are closed.

(S.M.S.,J.) (K.S.,J.)

23-03-2026

Index: Yes/No

Speaking/Non-speaking order

Neutral Citation: Yes/No

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**S.M.SUBRAMANIAM, J.
AND
K.SURENDER, J.**

GD

WA No. 300 of 2023

23-03-2026



ADDENDA

W.A.No.300 of 2023
and
C.M.P.No.3059 of 2023

S.M.SUBRAMANIAM, J.,

and

K.SURENDER, J.,

The Writ Appeal is listed today under the cause list caption 'FOR BEING MENTIONED'.

2. The learned counsel for the appellant and the learned counsel for the respondent are present before this Court.

3. The learned counsel for appellant submitted that an error has crept into paragraph No.9(i) of the order dated 23.03.2026, by which the writ appeal was disposed of. It is submitted that the said portion ought to read as :

“(i) The respondent is at liberty to pay the balance amount of Rs.16,99,587/- in favour of the Tamil Nadu Housing Board within a period of six weeks i.e., on or before 04.05.2026”

instead of

“(i) The respondent is at liberty to pay the balance amount of Rs.16,99,587/- in favour of the Tamil Nadu Housing Board on or before 04.04.2026.”



S.M.SUBRAMANIAM, J.,
and
K.SURENDER, J.,

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4. In the light of above submission, paragraph No.9(i) of the order dated 23.03.2026 should be read as ***“(i) The respondent is at liberty to pay the balance amount of Rs.16,99,587/- in favour of the Tamil Nadu Housing Board within a period of six weeks i.e., on or before 04.05.2026”.***

5. In all other aspects, the order dated 23.03.2026 shall remain unaltered. This order will now be uploaded as an 'ADDENDA' along with the order made by this Court on 23.03.2026 and the Registry is directed to carry out necessary and consequential corrections and issue fresh order copy.

[S.M.S, J.,] [K.S, J.,]
01.04.2026

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W.A.No.300 of 2023
and
C.M.P.No.3059 of 2023