



W.P.(MD)No.8130 of 2022

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

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DATED: 18.06.2026

CORAM

THE HONOURABLE MR.JUSTICE HEMANT CHANDANGOUDAR

**W.P(MD) No. 8130 of 2022
and
W.M.P(MD)Nos.6056 & 6057 of 2022**

T.Karupaiah

.. Petitioner

- Vs. -

1. The Executive Engineer,
Administration Officer,
Tamil Nadu Housing Board,
Ellis Nagar, Madurai.

2. The Administrative Officer/
Manager, Marketing and Services,
Tamil Nadu Housing Board,
Ellis Nagar, Madurai.

.. Respondents

Prayer : Writ Petition is filed under Article 226 of the Constitution of India, praying this court to issue a Writ of Certiorari, to call for the records pertaining to the impugned order of the 1st respondent in letter No.A3/106/2020 dated 23.03.2022 as arbitrary and illegal and consequently direct the respondents forthwith to re-allot the plot No. HIG -70 of Aruppukkottai (ADS) Phase-II in favour of the petitioner.



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For Petitioner : Mr.P.T.Ramesh Raja

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For Respondents : Mr.R.Sivakumar
Standing Counsel

ORDER

The petitioner challenges the communication dated 23.03.2022 issued by the first respondent, whereby the petitioner's request for allotment of Plot No.HIG-70 at Aruppukottai was rejected.

2.The first respondent issued a public notification dated 20.10.2019 inviting applications for allotment of plots in Aruppukottai Phase-II through a draw of lots. The petitioner participated in the draw and was allotted Plot No.HIG-70.

3.Pursuant to the allotment, the respondent Housing Board issued a communication dated 21.02.2020 informing the petitioner that the cost of the plot measuring 2,250 square feet was Rs.9,01,875/-. The petitioner was directed to pay an initial deposit of Rs.3,60,750/- and produce the required documents. It was further stated that, upon verification of the documents and payment of the initial deposit, the petitioner would be



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required to execute a lease-cum-sale agreement in the prescribed form.

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4.In compliance with the said communication, the petitioner paid the initial deposit of Rs.3,60,750/- on 21.03.2020.

5.Thereafter, the Housing Board issued a communication dated 01.09.2020 stating that Plot No.49 had been allotted to the petitioner under the hire-purchase scheme. The petitioner was requested to appear before the Surveyor for handing over possession of the plot and was also directed to pay the monthly instalments from September 2020 onwards.

6.Aggrieved by the said communication, the petitioner filed W.P. (MD) No.20450 of 2021 before this Court.

7.In the said writ petition, the Housing Board took a specific stand that there was no Plot No.HIG-70 available for allotment and that it was never the intention of the Board to allot the said plot. By order dated 22.02.2022, this Court set aside the communication dated 01.09.2020 and remanded the matter to the competent authority for fresh consideration. The authority was directed to pass appropriate orders regarding the



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alleged non-payment of instalments and the proposed cancellation of Plot No.HIG-49 after affording an opportunity of hearing to the petitioner.

8.The learned counsel for the petitioner submitted that the petitioner was allotted Plot No.HIG-70 in the draw of lots and, acting upon that allotment, paid the initial deposit. It was further submitted that Plot No.HIG-70 measures 2,250 square feet, whereas Plot No.HIG-49 measures only 1,938 square feet. The learned counsel also submitted that a High Tension Transmission Line passes over Plot No.HIG-49, making it unsuitable for construction of a residential house. Therefore, the refusal to allot Plot No.HIG-70 is contrary to the doctrine of legitimate expectation.

9.On the other hand, the learned counsel appearing for the Housing Board submitted that there was never any intention to allot Plot No.HIG-70. Reliance was placed on the proceedings of the Tamil Nadu Housing Board dated 23.10.2019, wherein Plot No.HIG-70 was not included among the plots proposed for allotment.



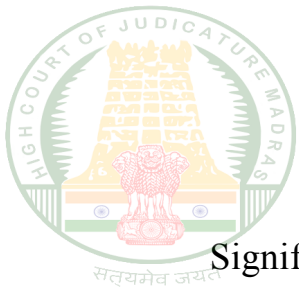
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10. It was further submitted that the token used in the draw contained Plot No.49 on one side and Plot No.70 on the other side, and the petitioner happened to pick the side showing Plot No.70. Therefore, according to the respondents, the allotment of Plot No.HIG-70 was the result of an error and the petitioner cannot claim any right over the said plot.

11. I have considered the submissions made on either side and perused the materials available on record.

12. It is not in dispute that, in the draw of lots, the petitioner was declared successful for Plot No.HIG-70. Pursuant thereto, the petitioner was called upon to pay the initial deposit and, acting on the representation made by the Housing Board, paid the required amount with the legitimate expectation that Plot No.HIG-70 would be allotted to him.

13. Subsequently, however, the Housing Board issued the communication dated 01.09.2020 directing the petitioner to pay instalments in respect of Plot No.HIG-49 instead of Plot No.HIG-70.



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Significantly, the said communication did not state that Plot No.HIG-70 had been allotted by mistake.

14. The petitioner challenged the said communication before this Court, and this Court set it aside while directing fresh consideration of the matter. Even thereafter, the impugned communication does not clearly state that Plot No.HIG-70 was never intended to be allotted or that the allotment occurred due to an inadvertent error in the draw process.

15. It is only in the counter affidavit and by referring to the communication dated 08.09.2020 that the respondents have sought to explain that Plot No.HIG-70 was allotted by mistake instead of Plot No.HIG-49. However, the said communication was also the subject matter of challenge in W.P.(MD) No.20450 of 2021 and stood set aside along with the other communications.

16. Further, while this Court had directed the respondents to consider the petitioner's request for cancellation of Plot No.HIG-49 on its own merits, the impugned communication does not disclose any



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reasons for refusing such cancellation.

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17. The petitioner was initially allotted Plot No.HIG-70 and was induced to pay the initial deposit based on that allotment. The petitioner, therefore, acquired a legitimate expectation that the said plot would be allotted on a lease-cum-sale basis. In such circumstances, denial of allotment of Plot No.HIG-70 is contrary to the doctrine of legitimate expectation.

18. It is also not disputed that Plot No.HIG-70 remains vacant and that no third-party rights have been created in respect of the said plot. Further, the petitioner's contention that a High Tension Transmission Line passes over Plot No.HIG-49 has not been effectively disputed.

19. In the above circumstances, the impugned communication issued by the first respondent cannot be sustained and is liable to be set aside.

20. Accordingly, the writ petition is allowed and the communication dated 23.03.2022 issued by the first respondent is set



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aside. The first respondent is directed to execute a lease-cum-sale agreement in favour of the petitioner in respect of Plot No.HIG-70, subject to the petitioner paying the balance sale consideration determined under the communication dated 21.02.2020 together with interest at 8% per annum from the date of the said communication until the date of actual payment.

21. The above exercise shall be completed within a period of six weeks from the date of receipt of a copy of this order.

22. No costs. Consequently, the connected miscellaneous petitions are closed.

18.06.2026

Index :Yes / No

NCC :Yes / No

PJL

To

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Tamil Nadu Housing Board,
Ellis Nagar, Madurai.

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HEMANT CHANDANGOUDAR, J.

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