

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 26.2.2010

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THE HON'BLE MR.JUSTICE M.JAICHANDREN

Writ Petition No.1239 of 2006

1 R.GOVINDASAMY PETITIONER

Vs

1 THE SECRETARY TO GOVERNMENT
HOUSING AND URBAN DEVELOPMENT DEPARTMENT
FORT ST. GEORGE CHENNAI-9

2 THE MANAGING DIRECTOR
TAMILNADU HOUSING BOARD
NANDANAM CHENNAI-35

3 THE EXECUTIVE ENGINEER AND
ADMINISTRATIVE OFFICER MADURAI HOUSING UNIT
TAMILNADU HOUSING BOARD ELLISNAGAR
MADURAI-625 010

RESPONDENTS

Prayer: Petition filed under Article 226 of the Constitution of India praying for the issuance of a Writ of Certiorarified Mandamus to call for records in pursuant to the Impugned letter No.M.H.6/6788/91 dated 30.6.2005 issued by the 3rd respondent and quash the same and consequently direct the respondents to execute the Sale deed in favour of the petitioner in respect of House No.H-87, Sector 3, Anniyur, Madurai Housing Unit.

For petitioner : Mr.S.M.Subramaniam

For respondents : Mr.R.Murali Government Advocate
for R1

Mr.A.Vijayakumar for R2 and R3

O R D E R

The petitioner has stated that he had been allotted a house, with a plot, in H.I.G. Sector 3, House No.H-87, at Malligainagar, Anniyur, Madurai. Pursuant to the said allotment, a deed of agreement had been entered into, on 24.4.1994, between the Tamil Nadu housing Board and the petitioner. As per the said agreement, the tentative price fixed for the house was Rs.3,71,800/-. The petitioner had paid the entire amount in a lumpsum. Thereafter, he has been in peaceful possession and enjoyment of the house for the past 10 years. However, when the petitioner had demanded that the Tamil Nadu Housing Board should execute the sale deed, in respect of the house and the plot allotted to the petitioner, he was

informed that there was a case, pending before this Court and therefore, they were not in a position to execute the sale deed, as requested by the petitioner. While so, the respondent had stated that the petitioner is liable to pay a further amount of Rs.3,45,196/-, as per the worksheet given by the respondent Tamil Nadu Housing Board. Pursuant to the claim made by the respondent Tamil Nadu Housing Board, the petitioner had sent several representations disputing the liability of the petitioner. By a letter, dated 3.5.2005, the third respondent had communicated to the petitioner that he should pay the balance amount of Rs.3,09,298/- to the respondent Tamil Nadu Housing Board.

2. The petitioner has further stated that there is a clear contradiction in the amounts claimed by the Tamil Nadu Housing Board, in the impugned worksheet and in the letter, dated 3.5.2005. In such circumstances, the petitioner had preferred the present writ petition before this Court, under Article 226 of the Constitution of India.

3. In the counter affidavit filed on behalf of the respondents, it has been stated that the initial amount of Rs.3,71,800/-, demanded from the petitioner, is only the tentative cost. As per the Government order, in G.O.Ms.No.174, Housing and Urban Development Department, dated 7.2.1991, the allottee has to pay the interest for the initial deposit and the monthly installments, upto the date of the sanctioning of the house building advance. Hence, the allottee had been asked to clear all the dues, along with the interest, by a letter, dated 15.11.2000. Thereafter, by a letter, dated 25.10.2004, the allottee had been requested to clear all the dues amounting to Rs.3,09,298/-. Since, the allottee, the petitioner herein, had not settled the balance amounts due to the respondent Tamil Nadu Housing Board, the sale deed cannot be issued in his favour.

4. In view of the submissions made by the learned counsels appearing for the parties concerned and on a perusal of the records available, it is clear that the initial amount of Rs.3,71,800/-, demanded from the petitioner, by the respondent Tamil Nadu Housing Board, is only a tentative cost. Thereafter, the petitioner is liable to pay the balance amount due from him, as claimed by the respondent Tamil Nadu Housing Board. Unless the amount demanded by the respondent Tamil Nadu Housing Board is paid by the petitioner, he would not be entitled to demand the execution of the sale deed, in respect of the house and the plot allotted to him. However, if the petitioner chooses to dispute the amount claimed by the respondent Tamil Nadu Housing Board, he could do so before the appropriate civil forum, in the manner known to law, as the dispute would be pertaining to the contractual obligations arising out of an agreement entered into between the allottee and the Tamil Nadu Housing Board.

5. In such circumstances, this Court is of the considered

view that the reliefs sought for by the petitioner, in the present writ petition, cannot be granted. Therefore, the writ petition is liable to be dismissed. Hence, it stands dismissed. No costs. Consequently, connected W.P.M.P.No.1400 of 2006 is closed.

Sd/
Asst.Registrar

/true copy/

Sub Asst.Registrar

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To

- 1 THE SECRETARY TO GOVERNMENT
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MADURAI-625 010

+1cc to Govt. Pleader Sr 13806
+1cc to M/s.S.M.Subramaniam, Advocate 13158
+1cc to M/s. A.Vijayakumar, Advocate Sr 13195

RV(CO)
km/9.3.

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