

(2000) 07 MAD CK 0067

In the Madras High Court

Case No : Writ Petition No"s. 2461 of 1993 and 2491 of 1998 and W.M.P. No"s. 3903 of 1993, 3689, 9496 and 13924 of 1998 and 14280 of 2000

HIG Flat Owners Welfare Association

APPELLANT

Vs

Tamil Nadu Housing Board and Others

RESPONDENT

Date of Decision : 07-07-2000

Acts Referred:

Constitution of India, 1950 — Article 226
Tamil Nadu State Housing Board Act, 1961 — Section 35

Citation : AIR 2000 Mad 446

Hon'ble Judges : P. Sathasivam, J

Bench : Single Bench

Advocate : S. Sampathkumar, for Sampathkumar Associates, C. Chinnaswamy, for S. Rajan Associates, for the Appellant; K. Chelladurai, for Respondent 1, S. Gopinathan, GA(W) for Respondent 2, R. Gowthamanarayan, for Respondent 3, K. Doraisamy, Sr. Cl. for Muthumani Doraisamy, for Respondent 4, B.S. Jothiraman, ACGSC, for Respondent 5 and P.S. Swamiyan, for Respondent 6, for the Respondent

Judgement

P. Sathasivam, J.—Since the issue raised in these writ petitions is common, they are being disposed of by the following common order.

2. In W.P. No. 24611 of 1993 H.I.G. Flat Owners Welfare Association, Kotturpuram, Chennai 85 have approached this Court to issue a writ of mandamus directing the Housing Board to cancel the allotment of Flat No. 143-A and 143-B and also the space allotted to the Postal Department in Kotturpuram Housing Board Colony and keep the open space shown in the lay out of 1978 in TNHB/TP No. 94/78 TP/52644/78 and approved by MMDA in PP(S) 10/78 as a open space without permitting any construction thereon.

3. In W.P. No. 2491 of 1998 one T. V. Ravichandran one of the allottees of the flats in Adyar Apartments. Kotturpuram has prayed for issuance of writ of mandamus directing the respondents 3 and 4 -- Tamil Nadu Housing Board and its Executive Officer, Nandanam Division to relocate the Post Office in between

Block "C" and "B" abutting the main road Instead of the open space at T.N.H.B. Colony. Adyar Apartments, Kottupuram, Chennai 85 in a restricted area as per the directions of this court without affecting or reducing the open area earmarked. As stated earlier, since the issue raised is common in both the writ petitions, I shall refer the case of the petitioner-Association in W.P. No. 2461 of 1993.

4. The petitioner is an Association of the owners of HIG Flats constructed by the Tamil Nadu Housing Board in Kotturpuram, Chennai 85. It is an association registered under the Tamil Nadu Societies Registration Act. There are 138 HIG Flats in the said Housing Colony and all the flat owners are members of the Society. The Housing Board took up the development of Kotturpuram area under HUDCO Scheme in the year 1973. The original plan contains 234 flats in an area of 22.7 acres. Subsequently, the Housing Board converted 68 grounds allotted for AS Plots into HIG Flats. Accordingly, the layout of 1973 was modified and got approved vide M.M.D.A. P.P.(S) 10. The modified layout of 1978 provided space for garage, shopping centre and open space. In developing the area according to modified layout, the cost of development was borne by the allottees of the Scheme. On the formation of 1978 layout the Housing Board called for applications and the members of the petitioner-Association filed applications to the first respondent for allotment of flats and were allotted flats in 1979. They individually entered into an agreement known as higher purchase scheme with the first respondent and the members were given possession of the flats in the year 1980-81.

5. It is further stated that, in the approved layout of 1978 the shed constructed by the Housing Board for storing cement during the construction stage of the colony had been indicated as future community hall. They also prevented the attempt made by the Housing Board from converting the community hall as a Kalyanamandapam. The open space is used for sports activities by the youth for the last 10 years. In the approved Kotturpuram layout of 1978, certain areas are shown as garages. Though initially the same was offered to the allottees, however the areas earmarked for garages was converted into plots 143-A and 143-B and allotted to third parties for residential purposes in 1991. The above action of the Housing Board was a deviation from the original plan. It is further stated that after formation of the Society and registered under the Societies Registration Act and after making repeated request and frequent personal representation, the Housing Board has handed over a plan in the year 1991 to the Society. The members of the Society were greatly surprised to find in the said plan that the area shown as "open space" in the layout of 1978 has been reduced considerably and two plots viz.. Plot No. 143-A and 143-B with an approach road had been indicated in the southern half of the open space of 1978 approved layout. After this illegal action the petitioner-Association wrote to the Chairman of the Housing Board on 30-9-1991 and 7-9-1992 requesting him to allot the open space for the purpose of car parking for the residents of the colony as the area originally shown for garage in the layout had also been plotted out

and sold as residential plots to third parties. After verification they came to learnt that Plot No. 143-A was allotted to the 6th respondent and Plot No. 143-B was allotted to the 4th respondent. There is an acute water shortage for 138 flats as there is no supply of water from the Metro Water supply system. The recreational and sports activities is very essential for health and the very purpose of providing open space in a layout is to provide for such activities and also to provide a lung space so that the residents can lead a healthy life. The Housing Board has converted the open space into plots and had selling it at commercial rates to the third parties is highly objectionable and illegal. While so, in its communication dated 1-10-1992 the Housing Board had informed that the open space has been allotted to the Postal Department. The construction of building for Postal Department will reduce the area of open space meant for use as a lung space. The Housing Board has no right whatsoever to sell the open space, thus jeopardising the environmental conditions of the area. The Housing Board has a duty to keep the area earmarked as open space only as an open space and not to make use of the same for any other purpose. In such circumstances, having no other remedy, the Association has filed the above writ petition before this Court.

6. In the other writ petition similar averments have been made by the petitioner with regard to allotment of open space for Postal Department. The petitioner has also prayed direction for locating the Post Office in between "C" and "B" Block abutting the main road instead of open space at Tamil Nadu Housing Board Colony. Adyar Apartments.

7. In W.P. No. 2461 of 1993 the first respondent-Tamil Nadu Housing Board has filed a counter-affidavit, wherein it is stated that the petitioner-Association representing 126 allottees of HIG flats was not allotted with the entire open area. The Association has taken over the maintenance of specified . area excluding the area earmarked for the open space/community hall. The specified portion by marking clear boundary in the lay-out alone was handed over to the petitioner-Association. As such they have no right whatsoever in respect of other areas which are not covered in the Scheme. The open space was converted for allotment of public purpose as well as residential sites, for which necessary sanction was obtained from the competent authority viz.. the third respondent. After obtaining the said approval, sites were allotted to the Posts and Telegraph Department. Aavin, Tamil Nadu Electricity Board and Metro Water for the service of the residents of Kotturpuram Scheme. Three plots were allotted to three individuals viz., Ammani, Devaraj and Iqbal Mohammed. On direction by the Government the three allotments made in respect three individuals were cancelled and except one individual viz., Devaraj, the other two individuals have challenged the said cancellation order by way of Writ Petition Nos. 5976/90 and 6/91. The writ petitions as well as connected writ petitions were allowed by the learned single Judge of this Court. Thereafter, the Government has preferred writ appeal in W.A. 650 of 1994 and the Division bench of this Court by order dated 25-1-1995 though did not agree the reasons of the learned single Judge, has

held that the cancellation of allotments were bad in law. The petitioner-Association has preferred a complaint before the State Consumer Forum in O.P. No. 257 of 1994 wherein similar prayer was sought for and the same was rejected by the Commission. Accordingly, prayed for dismissal of the writ petition.

8. The Government of Tamil Nadu, Housing Department and MMDA. Chennai 8 -- respondent 2 and 3 in W.P. 2461 of 1993 have not filed counter affidavit. Likewise, 4th and 5th respondents have not filed counter affidavit. However, in W.P. 2491 of 1998 the Senior Superintendent of Post Offices, Madras City South Division has filed a counter affidavit on behalf of the Chief Post Master General -- first respondent in W.P. No. 2491 of 1998. In the said counter affidavit it is stated that there is a separate park for recreation purpose in Tamil Nadu Housing Board Colony at Kotturpuram. The Tamil Nadu Housing Board allotted three grounds to Postal Department on 17-9-1985 for construction of post office at Kotturpuram at the cost of Rs. 2,43,000.00. The Postal Department has requested to allot additional site of three grounds at Kotturpuram Housing Colony for construction of post office, since the site of 3 grounds already allotted to the Department was inadequate for effective construction of post office and staff quarters. The Housing Board authorities allotted additional land adjacent to the land allotted earlier at the cost of Rs. 3,27,825.00. The first phase of 3 grounds was taken possession on 9-8-1990 and the second phase on 25-10-1991. The total plot measuring 6 grounds and 85 sq. ft. at the cost of Rs, 5,70,825.00 was taken possession in 1990-91 and the Department could not undertake construction due to paucity of funds. Now, the Department has sanctioned a building project to house Kotturpuram Post Office. The new post office which is expected to be modernised with computerised counter transactions and computerised Savings Bank will vastly improve the service to the residents of Kotturpuram. The Department has already taken action to put up compound wall in the land belonging to them. Functioning of the post office is not in any way compromising the safety and security in the Colony. With these averments they prayed for dismissal of the writ petition.

9. The newly impleaded 6th respondent in W.P. 2461 of 1993 has filed separate counter affidavit.

10. In the light of the above pleadings, I have heard the learned counsel for petitioners and respondents.

11. The point for consideration is whether the Tamil Nadu Housing Board is justified in converting the open space as Plots 143-A and 143-B and allotting the same in favour of respondents 4 and 6 and whether they are justified in allotting upon space to the Postal Department in Kotturpuram Housing Colony.

12. It is seen from the information furnished by the petitioners in both the writ petitions that the Housing Board took up development of Kolturpuram area under HUDCO Scheme in the year 1973. The original Scheme for development of the said area is shown in plan 1 (the same is available in the typedset). According to

the petitioner Association the original plan contemplated development of :

- (i) H Higher Income Group Plots ... 29
- (ii) A Middle Income Group Plots ... 55
- (iii) B Middle Income Group Plots ... 55
- (iv) Middle Income Group flats (13 Blocks of 6 flats each) ... 78
- (v) As plots (4 grounds each) ... 17

253

in an area of 22.7 acres with a density of ten families per acre (T.N.H.B.T.P. No. 50/73)."

It is further seen that, since the persons to whom AS plots were intended showed reluctance to occupy the same, the Housing Board converted the 68 grounds allotted for AS plots into HIG flats. Those details are as follows :

"1) 126 H.I.G. Flats in the first stage known as Adyar Apartments (A to U).

2) 12 H.I.G. Flats in the second stage (V and W).

3) 6 M.I.G. Flats (No. 13)

4) 10 Garages

5) 1 plot 142

6) One Shopping Centre

7) One park (between Blocks B and C)

8) One site office

9) Open space for community centre for recreation.

Accordingly the layout of 1973 was modified and got approved vide M.M.D.A. P.P. (S) 10 (Plan 2 in the typed set)."

The modified lay-out of 1978 referred to above shows space for "garage", "shopping centre" and "open space" which is meant as "lung space". After formation of the 1978 lay-out, according to the petitioners the Housing Board called for applications and the members of the Association filed applications to the Housing Board for allotment of flats. After scrutiny they were allotted flats in the year 1979 and they also individually entered into agreement which is known as higher purchase scheme with the first respondent. The Association has asserted that the members were given possession of the flats in 1980-81. It is also their definite case that the shed constructed by the Housing Board for storing the cement during the construction stage of the Colony had been indicated as future "community hall". After completion of the work the cement shed was dismantled in 1988 and the open space is being used for the sports

activities like cricket, fool-ball, badminton etc.

13. It is also seen that in the approved Kotturpuram lay-out of 1978 certain areas are shown as garages. It is the case of the Association that though many of the allottees expressed their willingness for building garages for their use, there is no response from the Housing Board. However, the areas earmarked for garages were converted into plots, and plot No. 143-A and 143-B were allotted to respondents 4 and 6 for residential purpose. This according to the Association was a deviation from the original plan. It is also clear that after allotment as requested by the Tamilnadu Housing Board the allottees formed an Association and registered under the Societies Registration Act. Though several details have been furnished regarding lay-out, approved lay-out in the year 1978, space for garage, open space for recreation, it is unfortunate that no tangible information has been furnished in the bald counter filed by the Tamilnadu Housing Board. Likewise, the M.M.D.A. which is a party in both the writ petitions failed to Inform their stand as well as details regarding approved and modified lay-out by filing counter affidavit. Though Postal Department has filed a counter affidavit the same is not useful for deciding the issue in question.

14. In the light, of the factual position, now I shall consider the original plan, approved lay-out, modified lay-out, allotment made in favour of the members of the petitioner Association and the subsequent conversion and allotment made in favour of respondents 4 and 6 as well as Postal Department. T.N.H.B. lay-out plan for Kotturpuram Scheme approved by M.M.D.A. dated 28-6-1978 which has been included in the typed set of papers show that sufficient open space has been earmarked. Learned counsel appearing for the petitioner has also brought to my notice the existence of open space in the plans submitted by the Executive Engineer and Administrative Officer. Office of the Ashok Nagar Division. The perusal of the plans show that the lay-out plan contains a more open space. In this regard it is relevant to mention that as per Development Control Rules certain lands have to be reserved for communal and recreation purposes. As per Rule 19 (b) (II) (vi), if the area is more than 10,000 sq.mts., 10 per cent of the area excluding road shall be reserved and this space shall be transferred to the authority or to the local body designated by it, free of cost through a deed. It is further clear from the said Rule that, it is obligatory to reserve the 10 per cent of the site area and no changes can be accepted in lieu. In case of new developments or re-developments. The perusal of the approved lay-out and the plan submitted by the officer concerned undoubtedly show that sufficient space was earmarked as open space for recreation.

15. Now. I shall find out whether the allottees viz., the members of the petitioner Association purchased their respective flats along with right in the open space. On direction by the Court, learned counsel appearing for the petitioner has produced several registered sale deeds belonging to the members of the Association. The perusal of the sale deeds show that they purchased the said flat for Rs. 81,900.00. The following recital in paragraph 8 of the sale deed dated

22-12-1988 is relevant, which says,

"8. Grant, Convey. Transfer and Assign unto the purchase the undivided interest in all that piece or parcel of land where the building stands as shown in the plan annexed hereto and thereon coloured red together"

Third Schedule speaks about the easements, rights and privileges included in the transfer. Clause 3 in that schedule is relevant, which says,

"3. Full right and liberty for the purchaser and all persons authorised by the Purchaser (in common with all other persons entitled to the like right) to use the fore court and garden shown on the plan annexed thereto and for the purpose of recreation....."

No doubt, the allottees are entitled to use all the areas referred to above subject to Clause 10 therein, which says,

"10. All the above easements, rights and privileges are subject to and conditional upon the purchaser's contributing and paying as provided in Clause 13 (c) of the Deed and the fifth schedule of and to this transfer."

The Fifth Schedule speaks about costs, expenses, outgoings and matters in respect of which the purchaser is to contribute. Sub-Clause (d) in Clause (1) of Fifth Schedule says,

"(1) (d) it is for the allottees to maintain the boundary walls and fences of the building."

The conjoint reading of all these clauses clearly show that the allottees are the owners of the entire area covered by compound walls.

16. Now, I shall consider whether the price paid by them is for a building they purchased or for the entire area including the open space. In this regard, it is brought to my notice an order passed by J. Kanakaraj, J., in Writ Petition No. 12035 of 1987 dated 17-1-1994. The said writ petition was filed by Adyar Apartments Co. operative House Service Society, Kotturpuram questioning the Increase of rate. Though the learned Judge has ultimately dismissed the writ petition stating that the said question cannot be considered in writ jurisdiction, there is a reference with regard to the cost of each flat viz. Rs. 81,900.00. On the basis of the facts and figures the learned Judge has narrated how the figure of Rs. 81,900.00 has been worked out. In Para 2 the learned Judge on the basis of the particulars produced by the learned counsel for respondents relating the calculation of costs by the Committee observed.

"The figure of Rs. 81,900/- has been worked out as follows :--

Rs. In lakhs

(a) Cost of construction viz., civil works amenities and supervision charges. 72.94

(b) Cost of development work viz., internal water supply and sewerage

arrangements 7.96

80.90

(c) Land cost for an extent of 72. 50 grounds at the ruling rate of the year 1979-80 ? Rs. 30.000/- per ground 21.75

102.65

(d) Add - Collection charges @ 0.5% 0.51

Total costs of 126 flats Rs. 103.16.761.00

Cost of Flat Rs. 81.879.06 or Rs. 81,900.00.

There is no dispute that the total area is of 72.50 grounds. It is clear that considering the cost of construction, cost of development work, land cost for an extent of 72.50 and after adding 0.5% towards calculation charges the total cost of 126 flats is Rs. 103,16,761.00. In this manner cost of a flat was fixed at Rs. 81,900.00. The same price has been mentioned in all the registered sale deeds. I have already stated that the Association has furnished copies of sale deeds. I am satisfied that the particulars furnished that all the allottees have purchased their flats along with the right to use the open space as per the approved lay-out. In such circumstance, neither the Housing Board nor the M.M.D.A. have power to alter the same without the consent of the allottees.

17. It is also relevant to note the advertisement made by the Tamil Nadu Housing Board in "The Hindu" dated 13-3-1978 inviting the public to purchase flats at Kotturpuram Scheme. The said advertisement finds place at page 1 of the compilation of papers filed by the petitioner Association. In the said advertisement it is specifically stated by the Housing Board that Adyar Apartments is designed for "privacy and simplicity". In paragraph 3 regarding price it is stated.

The price? Just Rs. 72.000/-. For a private preserve, in sylvan surroundings, in the heart of Madras City."

This advertisement boast of sylvan surroundings and privacy and lure the public to apply for allotment of flat.

18. It is also relevant to note the M.M.D.A.'s caution to the public. Hereagain. In "The Hindu" dated 13th May 1988 M.M.D.A. has issued an advertisement cautioning the public, wherein it is stated.

"The owner/developer transfer the correct undivided share to all the flat owners without retaining any share for himself for future use.

The owner/developer does not retain any right over the open space and also on the terrace."

It shows that the promoter does not own the open space. When similar question

regarding the dispute over allotment of Aavin Milk vending booth in the open space, Division Bench of this Court in Writ Appeal No. 124 of 1995 dated 25-7-1997 after scrutinising approved lay-out, plan and various clauses in the sale deed their Lordships have concluded,

"We have therefore no hesitation to hold that the appellant Society is entitled to the entire area and the first respondent has not (Tamilnadu Housing Board) retained or reserved to itself any operation of the land and therefore they have no right to allot it to anyone much less to the second respondent."

It is clear from the above judgment that, after allotment the Housing Board has no right over any portion of the land in the entire area in question. Hereagain, I have already stated that in terms of approved layout, advertisement in "The Hindu" and registered sale deeds in favour of the allottees, the Housing Board cannot have any right to allot a vacant space to anyone Including Postal Department.

19. In Pt. Chet Ram Vashist (Dead) by Lrs. Vs. Municipal Corporation of Delhi, their Lordships have held that, after sanctioning a plan and approved lay-out no condition be imposed asking the allottees to transfer the open space reserved in favour of the Corporation free of costs. Their Lordships have further held that, such condition would amount to transfer of ownership of the site to the Corporation free of cost which is not permissible in law. According to them when any site is reserved for such public purpose, Corporation only gets a right as custodian to manage the same but it cannot acquire any right, title or interest thereof.

20. In Sengunthar Trust v. Bangalore Development Authority, 1993 (1) SCC 672 : (1993 AIR SCW 566) their Lordships have observed that at page 566. of AIR SCW :

"An area reserved for specific purpose could not be transferred to a Trust as the benefit which could have been derived by the public by the plot reserved for civic amenity could not be transferred for a different use than for which it was reserved."

21. In Bangalore Medical Trust Vs. B.S. Muddappa and others, their Lordships have held that,

"A Development Scheme, therefore, sanctioned and published in the gazette could not be altered by the Government."

They further held that at page 1924.

"..... the orders of the Government to convert the site reserved for public park to civic amenity and to allot it for private nursing home for Bangalore Medical Trust and the resolution of the Bangalore Development Authority in compliance of it were null. void and without jurisdiction."

It is clear that the conversion of public park into private nursing home cannot be

permitted.

22. it is also contended that, since the very same Association has approached the Consumer Court and rejected their claim. the same is binding on the petitioners. Admittedly, at the time when complaint was laid before the Consumer Forum, the writ petition is also pending before this Court. In such circumstances, as rightly observed by this Court in *The Divisional Manager, Advances Section II. Circle Office, Canara Bank v. Angellne Devadoss* 1998 (1) MLW 586 the very approach before the Forum when the matter was pending before this Court can only be subject to the ultimate order to be passed by this Court, hence the said contention is liable to be rejected.

23. Mr. K. Doraisamy, learned Senior Counsel for the 4th respondent by relying on a Division Bench decision of this Court reported in *The Secretary to Government, Housing and Urban Development Department, Madras and others etc. Vs. Ammani and etc. etc.*, would contend that inasmuch as cancellation of allotment by the Housing Board was quashed by the learned single Judge and affirmed by the Division Bench, as per the said decision it is not open to anyone to interfere with the allotment made in favour of the respondents 4 and 6. In view of the abundant factual position, viz., that as per the Initial layout of the year 1978, sale deed in favour of allottees, sale consideration of Rs. 81,900.00 which includes the entire land area, neither the Government nor the Housing Board or the M.M.D.A. have power to convert the open space and allot the same in favour of private individuals. In such circumstances, I am of the view that the Division Bench judgment is not helpful to their case.

24. With regard to the allotment of three grounds to the Postal Department on 17-9-1995 and another three grounds on 26-11-1987, I am of the view that for the reasons stated above, neither the Housing Board nor the Government have power to allot those lands without the consent and concurrence of the allottees. I have already held that the open space is part and parcel of the layout and the cost paid by the allottees includes the cost of vacant land (open space). No doubt, it is stated that the new Post Office will vastly improve the service to the residents of Kotturpuram Neighbourhood. Nobody can underestimate the service of the Post Office. However there cannot be any justification for permitting the Post Office to construct massive building in the midst of a residential quarters. Further, they went to construct Post Office as well as quarters for their staff. The request of the postal authorities to construct Post Office and staff quarters in the open space earmarked for the use and benefit of the allottees cannot be permitted.

25. In the light of various particulars furnished by the Association viz., an approved layout in the year 1978. advertisement in the Hindu inviting applications for allotment of flats from the Kotturpuram Scheme, various clauses in the registered sale deeds, details regarding payment of cost which includes entire land cost, in the absence of any details in the counter-affidavit of the Housing Board, converting the open space into a plot and allotting it in favour of

4th and 6th respondent cannot be accepted. Likewise, the allotment made in favour of Postal Department is also liable to be cancelled. It is brought to my notice that the residents of the apartments are already using the Post Office which is functioning inside the Housing Board Colony and in such circumstance there is no necessity to allot a place for Postal Department for constructing a building and for staff quarters at the cost of the health of the residents. I hold that the conduct of the Housing Board in allotting more area for Postal Department from and out of the open space which is a lung space for the entire Colony is illegal. Initially, the planners have provided open space in the layout of 1978 taking into consideration the density of the families in the area and the requirement of lung space. I accept the argument of the learned Counsel for petitioner-Association that the Housing Board cannot sell the land which had been reserved as open space and the said open space can be used only as common space for all the allottees. I am of the view that recreational and sports activity is very essential for health so that the residents can lead a healthy life. The action of the Housing Board in allotting and converting open space into residential house plots and selling it at commercial rates to third parties is highly objectionable and illegal. I have already referred to the advertisement of the Housing Board luring the public for allotment of plot as well as the caution issued by M.M.D.A., through newspaper.

26. The judgment of the Division Bench in R. K. Nagar layout which is another Housing Board Scheme where the part of open space was allotted to Aavin Milk vending booth was not approved by them. Even with regard to conversion and approval by M.M.D.A.. I am of the view that the Development Authority should apply the mind in developing the area with park, playground and open lung space to protect the environment. In the earlier part of my order I have observed that though M.M.D.A., is a party in "both the writ petitions and they failed to clarify the above position by filing counter-affidavit. While planning an urban area, not only the residential, institutional, industrial, commercial aspects have to be seen, but also provisions have to be made in respect of zoological gardens, green belts, natural reserves, sanctuaries, highways, parkways, water ways, drainage, sewage disposal etc. The Development Authority has also to reserve land for community facilities. The State had a duty to protect the environment. In our case both the State Government and the Housing Board had failed to do so. What prevented the Government and Housing Board in converting the open space as residential plots and allotting the same for Postal Department was not made clear nor were their any materials before the Court to come to a conclusion. The allottees are legally entitled to use the open space and they are fully justified in approaching this Court for necessary relief.

27. Under these circumstances, a writ is issued to the Housing Board to cancel the allotment of plot Nos. 143-A and 143-B and also space allotted to the Postal Department in Kotturpuram Housing Board Colony and keep the open space shown in the layout of 1978 and approved by M.M.D.A. as open space without permitting any construction thereon. Accordingly, W.P. 2461 of 1993 filed by the

H1G Flat Owners" Welfare Association, Kotturpuram is allowed as prayed for. In view of allowing of the said writ petition, no separate order is required in WP. 2491 of 1998 filed by one of the residents of Adayar Apartments, Kotturpuram, hence WP. 2491 of 1998 is closed. No costs in both the writ petitions. Consequently, connected WMPs., are also closed.