

(2006) 04 MAD CK 0148

In the Madras High Court

Case No : Review Application No. 145 of 2004

The Chairman and Managing Director, Tamil Nadu Housing
Board and The Executive Engineer and Administrative Officer,
Tirunelveli Housing Unit

APPELLANT

Vs

K.V. Krishnan

RESPONDENT

Date of Decision : 03-04-2006

Acts Referred:

Citation : (2006) 04 MAD CK 0148

Hon'ble Judges : P. Sathasivam, J; J.A.K. Sampathkumar, J

Bench : Division Bench

Advocate : R. Muthukumarasamy, A.A.G for D. Veerasekaran, for the Appellant;
K.K. Muralitharan, for the Respondent

Judgement

P. Sathasivam, J.—Aggrieved by the order dated 21.10.2003 made in Writ Appeal No. 2355 of 2001, the Tamil Nadu Housing Board has

filed the above review application.

2. Heard Mr. R. Muthukumarasamy, learned Additional Advocate General for the review applicants and Mr. K.K. Muralitharan, learned counsel

for the respondent.

3. In the light of the order to be passed hereunder, we are of the view that it is unnecessary to refer the factual details as stated by the review

applicants as well as the respondents.

4. The only grievance of the review applicants as seen from the argument of the learned Additional Advocate General is that, though the allottees

are bound by the terms and conditions of the agreement/allotment order, in view of the direct 19 of the Division Bench order, they are not in a

position to claim interest as per the terms of the agreement. We verified the

order of the Division Bench dated 21.10.2003 made in Writ Appeal

No. 2355 of 2001. The Division Bench has issued the following direction in paragraph 19 of its order,

19. Having regard to these facts, the Housing Board is directed to execute the sale deed in favour of the applicant after collecting from him the sum

of Rs. 11,200/- being the amount of interest at the rate of 14% on the sum of Rs. 80,000/- from 30.06.87 to 12.7.88 together with interest

thereon at 8% from 1.6.2001 till the date of payment.

5. Though according to the learned Additional Advocate General, the amounts mentioned above are not in terms of the agreement, in view of the

fact that the appellant before the Division Bench/respondent herein has paid interest as per the and the Housing Board has also executed sale deed

several years ago, we are not inclined to disturb or alter the direction mentioned therein at this juncture. However, as rightly pointed out by the

learned Additional Advocate General, the said direction is confined to the said particular allottee. As a matter of fact paragraph 19 of the order

itself proceeds, ""having regard to these facts"".... In such circumstances, we are of the view that the direction issued therein is to be confined to the

parties to the said proceedings and for other cases, the interest has to be worked out/calculated as per the terms and conditions agreed to by both

parties, viz., allottee and the Housing Board.

With the above clarification, the review application is closed. No costs.