



WEB COPY

WP No. 14976 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 24-04-2026

CORAM

THE HON'BLE MR JUSTICE M.DHANDAPANI

WP No. 14976 of 2026

P.Varthamanan
S/o.T.A.K.Padmaraj,
Old No.9B, New No.33/9B,
Mettu Street,
Kanchipuram.

..Petitioner(s)

Vs

The Executive Engineer and
Administrative Officer,
Vellore Housing Unit,
Tamilnadu Housing Board,
Sathuvachari,
Vellore- 632 009.

..Respondent(s)

Petition filed under Article 226 of the Constitution of India, praying for issuance of a Writ of Certiorarified Mandamus, calling for the records of the respondent - The Executive Engineer and Administrative Officer, Vellore in his Letter No.A7/ 1990 / 2011 dated 10.03.2026 quash the same and further direct the respondent to issue sale deed in favour of the petitioner in respect of the allotment of Middle Income Group (MIG) individual house No.120, at Kanchipuram Neighbourhood Scheme under Higher Purchase basis.

For Petitioner(s):

Mr.S.Giridharan

For Respondent(s):

Mr.D.Veerasekaran



ORDER

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Challenging the Letter No.A7/ 1990 / 2011 dated 10.03.2026 of the respondent / The Executive Engineer and Administrative Officer, Vellore, the present Writ Petition has been filed. Consequently, the petitioner has sought for a direction to the respondent to issue sale deed in his favour in respect of the allotment of Middle Income Group (MIG) Individual House No.120, at Kanchipuram Neighbourhood Scheme under Higher Purchase basis.

2. Heard the learned counsel appearing on either side. With the consent of both sides, the Writ Petition is taken up for hearing at the admission stage itself.

3. It is the case of the petitioner that one Parthasarathy, who has been allotted MIG individual house by the respondent at Kanchipuram Neighbourhood Scheme, had executed a registered power of attorney dated 02.06.1995 as well as a sale agreement in favour of the petitioner, for which the petitioner had paid a sum of Rs.2,52,000/- to the said Parthasarathy, who in turn paid to the respondent and insisted him to pay the balance amount to the respondent directly and handed over the vacant possession of the subject premises. He also gave an affidavit to the petitioner stating that he had instructed the respondent to execute the sale deed in his favour and handed over



the allottee's pass book, colony scheme account in order to pay the monthly instalment which was also paid by the petitioner and no due letter was also issued by the respondent on 02.01.2003. Thereafter, the petitioner is in peaceful possession and enjoyment of the subject premises by paying all necessary taxes etc. On 24.02.2004, the respondent sent a communication to the said Parthasarathy to furnish his identity card with photo and Rs.300/- towards inspection charges to issue sale deed and since the whereabouts of the said Parthasarathy was not known to the petitioner, he made a request to the respondent to execute the sale deed in his favour enclosing all documents, however, the respondent rejected his request through the impugned order dated 10.03.2026 and hence, the present Writ Petition.

4. The learned counsel for the petitioner submitted that the allottee Parthasarathy is a friend of the petitioner and he had given a power of attorney and executed the sale agreement with the petitioner by receiving the sale consideration amount in respect of the subject premises and handed over the vacant possession of the same to him, where he is in occupation therefrom by paying all necessary taxes. He contended that the said Parthasarathy has given an affidavit in which it was stated that he has instructed the respondent to execute the sale deed in favour of the petitioner and since the petitioner has paid the entire sale amount for the subject premises for which he had necessary proofs and also that the whereabouts of the said Parthasarathy was not known,



the respondent has to execute the sale deed in his favour, however the said request of the petitioner was rejected by the respondent through the impugned order dated 10.03.2026 and aggrieved by the same, the present Writ Petition has been filed.

5. Per contra, the learned counsel for the respondent submitted that admittedly, the allotment was given to one Parthasarathy in respect of the subject premises and even after payment also, the sale deed can be executed only in favour of the said Parthasarathy and not to any other third party and unless, the respondent Housing Board executed the sale deed in favour of the said Parthasarathy, he will not confer any title over the subject premises. He contended that if the said Parthasarathy executed any sale agreement or given power of attorney to the petitioner, the same are not binding on the respondent and hence, prayed for dismissal of the petition.

6. On a bare perusal, it reveals that the allotment was made to one Parthasarathy by the respondent Housing Board in respect of the subject premises and on completion of payment, the respondent by following due process sent a communication to the said Parthasarathy on 24.02.2024, in order to execute the sale deed in his favour. While so, the petitioner herein made a request to execute the sale deed in his favour as he has paid the entire amount for the subject premises by entering a sale agreement with the said



Parthasarathy and is in possession of the subject premises by paying all necessary taxes, for which he had valid proofs. However, as rightly contended by the learned counsel for the respondent that the petitioner is no way connected with the respondent Housing Board and the agreement and contract entered between the petitioner and the said Parthasarathy, by way of power of attorney and affidavit etc., does not bind on the respondent to execute the sale deed in favour of the petitioner as the said Parthasarathy has no title over the subject premises unless the sale deed is executed in his favour. In view of the same, the petitioner cannot be granted the relief as sought for by him in this Writ Petition. Accordingly, the Writ Petition fails and the same stands dismissed. There shall be no order as to costs. However, the petitioner is at liberty to work out his remedy as against the said Parthasarathy, in the manner known to law.

24-04-2026

Index: Yes/No
Speaking/Non-speaking order
Neutral Citation: Yes/No

DP

To

The Executive Engineer and
Administrative Officer,
Vellore Housing Unit,
Tamil Nadu Housing Board,
Sathuvachari,
Vellore- 632 009.



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M.DHANDAPANI, J.

DP

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