



WEB COPY



W.M.P. No.50796 of 2025

W.M.P. No.50796 of 2025

in

W.P. No.45597 of 2025

M. DHANDAPANI, J.

Today, the matter is listed under the caption “For Being Mentioned”, at the instance of the learned counsel for the petitioner.

2. Learned counsel for the petitioner submitted that the petitioner agreed to pay a sum of Rs.7,09,842/- towards final cost for the purchase of the subject flat. However, in para 8 of the order dated 24.11.2025, it has been mentioned as GST and other charges. Hence, he prayed before this Court for clarification in respect of the said lines.

3. Learned counsel for the respondents submitted that he has no objection with regard to the aforesaid correction.

4. In view of the stand taken by the learned counsel on either side, paragraph 8 of the order dated 24.11.2025 stands substituted as follows :-

8. In view of the above, there shall be a direction to the petitioner to pay a sum of Rs.7,09,842/- (Rupees seven lakhs nine



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thousand eight hundred and forty two only), within a period of four weeks from the date of receipt of a copy of this order and on receipt of the said payment, the respondents are directed to execute the Sale Deed in favour of the petitioner, within a period of two weeks thereafter. However, it is made clear that the payment of the aforesaid sum i.e., Rs.7,09,842/- towards final cost for the purchase of flat, inclusive of GST and other charges would be subject to the result of the writ petition and if the petitioner succeeds, the amount collected from the petitioner would be refunded by the respondents.

5. Except for the above modification, the remaining part of the order dated 24.11.2025 shall stand unaltered.

6. Registry is directed to issue fresh order copy to the learned counsel for the parties.

28.11.2025

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IN THE HIGH COURT OF JUDICATURE AT MADRAS

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DATED: 24.11.2025

CORAM:

THE HON'BLE MR. JUSTICE M. DHANDAPANI

W.M.P. No.50796 of 2025

in

W.P. No.45597 of 2025

Usharani Nambi

... Petitioner

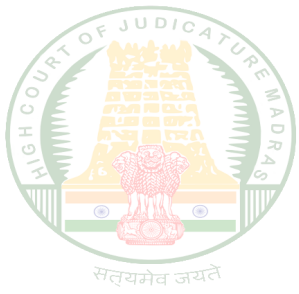
vs.

1. The Executive Engineer,
Foreshore Estate Division
Tamil Nadu Housing Board,
Opp. to Ennore Thermal Power Station,
Kathivakkam High Road,
Ernavoor,
Chennai – 600 057.

2. The Manager (Sales & Services)
Foreshore Estate Division,
Tamil Nadu Housing Board,
Opp. to Ennore Thermal Power Station,
Kathivakkam High Road,
Ernavoor,
Chennai – 600 057.

... Respondents

For petitioner : Mr.C.P. Arivudainambi



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For respondents : Mr.D. Veerasekaran

ORDER

Learned counsel for the petitioner submitted that pursuant to an advertisement issued by the 1st respondent in the year 2020, the petitioner applied for allotment of HIG Flat, subsequent to which, an allotment in favour of the petitioner was issued by the 1st respondent vide Communication dated 30.12.2020 and thereby directed the petitioner to pay a sum of Rs.1,17,70,100/- in nine instalments, towards cost of flat.

2. According to the petitioner, she purchased 1084 sq. ft. @ Rs.10,858/- per sq. ft. including GST and entire cost has been paid by her. Subsequent to payment of the entire cost, the Flat key viz., H3 was also handed over to the petitioner on 05.05.2023.

3. Learned counsel vehemently contended that as per the said advertisement, the rates includes GST and there were no hidden charges. While so, all of a sudden, vide proceedings dated 14.10.2025 issued by the 2nd respondent, which is impugned herein, demanded the petitioner to pay a sum of Rs.7,09,842/-, on or before 30.11.2025. He submitted that without even furnishing the breakup details, demanding the petitioner to pay an excess sum towards difference amount viz., GST and other charges, is arbitrary and illegal.

4. Learned counsel placed reliance on the decision of this Court in



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N.L.Sashi Kumar & Ors. – Vs – Tamil Nadu Housing Board (W.P.

No.30018/2025, etc. Batch – Dated 30.10.2025) and submitted that the issue raised herein is identical and, therefore, the benefit of the said order should enure to this petition as well.

5. Learned Standing Counsel for the respondents submitted that the cost mentioned in the Communication dated 30.12.2020 is only a tentative cost and the same has also been reflected in the said Communication. Hence, the petitioner has to pay the difference amount towards purchase of the subject flat. Accordingly, he prays for issuance of appropriate directions.

6. However, learned counsel appearing for the petitioner submits, on instructions, that the petitioner is willing to pay the sum of Rs.7,09,842/-, under protest, within a period of four weeks and on receipt of the same, the respondents may be directed to execute the sale deed in favour of the petitioner with a further caveat that the said payment made shall be subject to the outcome of the writ petition and if the petitioner succeeds in the writ petition, the petitioner is entitled to seek for refund of the said amount.

7. Learned counsel appearing for the respondents has no objection to this Court passing the said order.

8. In view of the above, there shall be a direction to the petitioner to pay a sum of Rs.7,09,842/- (Rupees seven lakhs nine thousand eight hundred and



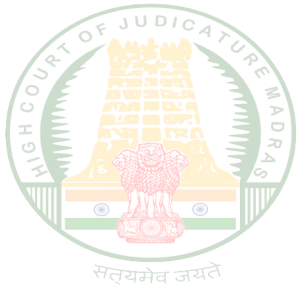
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forty two only), within a period of four weeks from the date of receipt of a copy of this order and on receipt of the said payment, the respondents are directed to execute the Sale Deed in favour of the petitioner, within a period of two weeks thereafter. However, it is made clear that the payment of the aforesaid sum i.e., Rs.7,09,842/- towards GST and other charges would be subject to the result of the writ petition and if the petitioner succeeds, the amount collected from the petitioner would be refunded by the respondent.

24.11.2025

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To

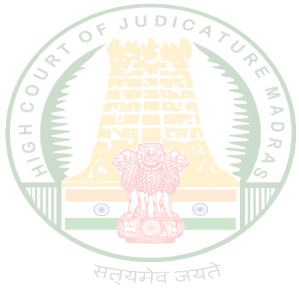
1. The Executive Engineer,
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Tamil Nadu Housing Board,
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