

G. Ganesan Vs. Chennai Metropolitan Development Authority, Rep. by Its Chief Executive Officer and A. Bond Strands Pvt. Ltd., Rep. by the Managing Director Ramalinga Raya Reddy

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SooperKanoon Citation : sooperkanoon.com/839535

Court : Chennai

Decided On : Jun-26-2006

Reported in : (2006)3MLJ1000

Judge : P. Sathasivam and ;V. Dhanapalan, JJ.

Appeal No. : Writ Appeal No. 752 of 2006 and WAMP. No. 1538 of 2006

Appellant : G. Ganesan

Respondent : Chennai Metropolitan Development Authority, Rep. by Its Chief Executive Officer and A. Bond Strands

Advocate for Def. : A.L. Somayaji, Sr. Counsel for ;Dakshyanai Reddy, Adv. for Respondent No. 1

Advocate for Pet/Ap. : S. Elamurugan, Adv.

Disposition : Appeal dismissed

Judgement :

P. Sathasivam, J.

1. The above writ appeal is directed against the order of the learned single Judge dated 31.03.2006 made in WPMP. No. 37677 of 2005 & WVMP. No. 240 of 2006 in Writ Petition No. 34802 of 2005, in and by which the learned Judge, after finding that the writ petitioner has violated Condition Nos.3 and 5 of the Agreement dated 19.10.2004 and failed to deposit 25% of the amount, vacated the interim order granted earlier. Against which the writ petitioner has filed the present writ appeal.

2. It is not in dispute that as per the terms of allotment, the allottee/petitioner has to deposit 25% of the cost of the plot, which comes to Rs.19,92,000/- towards initial deposit and the same has to be deposited within a period of 30 days on receipt of the allotment order. The said clause further makes it clear that failing which, it will automatically result in cancellation of the allotment. In view of the same and in the light of the admitted factual position that the petitioner / appellant has not deposited the entire 25%, viz., Rs.19,92,000/-, we are of the view that the learned Judge is perfectly right in vacating the interim order on the ground of non-compliance of the condition prescribed in the agreement dated 19.04.2004. Accordingly, we do not find any valid ground for interference; hence, the writ appeal fails and the same is dismissed. No costs. Connected WAMP., is also dismissed.