

**IN THE HIGH COURT OF KERALA AT ERNAKULAM**

**PRESENT:**

**THE HONOURABLE MR.JUSTICE A.M.SHAFFIQUE**

**WEDNESDAY, THE 24TH DAY OF JUNE 2015/3RD ASHADHA, 1937**

**W.P.(C) No. 1179 of 2012 (V)**  
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**PETITIONER:**  
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**K.T. BYJU, AGED 37 YEARS,  
S/O. K.K.THANKAPPAN, KALARIKKAL HOUSE,  
BTR ROAD, NORTH KALAMASSERY, ERNAKULAM - 683104.**

**BY ADVS. SRI. PHILIP MATHAI  
SRI. R. MURALEEKRISHNAN  
SRI. P.M. MUJEEB REHIMAN**

**RESPONDENT(S):**  
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- 1. THE DIRECTOR, DEPARTMENT OF INDUSTRY AND COMMERCE,  
GOVERNMENT SECRETARIAT, THIRUVANANTHAPURAM - 695 001.**
- 2. THE GENERAL MANAGER,  
DISTRICT INDUSTRIES CENTRE, PALAKKAD - 678 014.**
- 3. INDUSTRIAL DEVELOPMENT OFFICER,  
MALAMPUZHA, PALAKKAD - 678 651.**
- 4. STATE OF KERALA,  
REPRESENTED BY SECRETARY TO GOVERNMENT,  
DEPARTMENT OF INDUSTRY AND COMMERCE,  
GOVERNMENT SECRETARIAT, THIRUVANANTHAPURAM - 695 001.**

**BY GOVERNMENT PLEADER SRI. RAMPRASAD UNNI. T**

**THIS WRIT PETITION (CIVIL) HAVING BEEN FINALLY HEARD ON 24-06-2015,  
THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:**

**APPENDIX**

**PETITIONER(S)' EXHIBITS**  
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**EXT.P-1: TRUE COPY OF THE AGREEMENT DATED 31.10.2008.**

**EXT.P-2: TRUE COPY OF THE CHALAN DATED 08.06.2011.**

**EXT.P-3: TRUE COPY OF THE SHOW CAUSE NOTICE DATED 13.10.2011.**

**EXT.P-4: TRUE COPY OF THE REPLY SUBMITTED TO THE 2ND RESPONDENT.**

**EXT.P-5: TRUE COPY OF THE ELECTRICITY BILL DATED 12.12.2011.**

**EXT.P-6: TRUE COPY OF THE ORDER NO. C2/3064/08 DATED 19.12.2011 BY THE 2ND RESPONDENT.**

**RESPONDENT(S)' EXHIBITS - NIL**  
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**//TRUE COPY//**

**PA TO JUDGE**

**A.M.SHAFIQUE, J.**

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**W.P.(C)No.1179 of 2012**  
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**Dated this the 24<sup>th</sup> day of June, 2015**

**JUDGMENT**

The petitioner challenges Ext.P6 an order issued by the District Industries Centre cancelling the allotment of Shed No.C1/4 having an area of 900 sq.ft. The facts involved in the writ petition would disclose that the petitioner had obtained the allotment of industrial shed for running the business of stitching coil and bag manufacturing. The terms of the agreement has been reflected in the agreement dated 31.10.2008. According to the petitioner, he was running the firm without any complaint and he was paying the rent. In the meantime, he was served the letter dated 01.07.2011 by the second respondent demanding the payment of arrears of rent and alleging that he has sublet the shed to another person. He has sent a reply dated 18.07.2011 denying the allegations. According to him, thereafter he paid an amount of ₹8,550/- by way of Ext.P2.

2. Without considering his explanation, show cause notice dated 13.10.2011 has been issued as Ext.P3. He sent a reply controverting the allegations as Ext.P4. However, without referring to any of his contentions Ext.P6 order came to be passed. According to the petitioner, the allegation of subletting is not correct there is no arrears of rent and the fact that he is paying the electricity charges and other dues itself evidences the fact that he is in possession of the premises.

3. Counter affidavit is filed by the second respondent inter alia stating that the arrears of rent for the period from 31.10.2008 to 31.05.2011 would come to ₹1,11,600/-. The petitioner is also liable to pay interest at the rate of 10% per annum. After allotment of shed, it was found, during an inspection on 24.06.2011, that the shed was being utilized by one Mr.Khader in the name of M/s.Arjun Enterprises with line of activity for manufacturing of Detergent Powder. It is stated that as per the terms of the agreement prior permission is required for changing the activity undertaken by the allottee. This according to the respondent was in violation of the terms of the agreement. The arrears of rent, was also not satisfied by the

petitioner. Accordingly after hearing the petitioner Ext.P6 order had been passed.

4. Having regard to the aforesaid factual situation, it is clear that Ext.P6 order had been passed on account of violation of the terms of agreement. Violations are on two counts. One is that there is arrears of rent and secondly the petitioner had sublet the premises. There is no material to controvert the aforesaid allegations. Though the petitioner submits that there is no arrears of rent, he did not produce any material to prove otherwise. Further, the fact of subletting was noticed when surprise inspection was conducted. The petitioner does not have a case that he has sublet the premises with the permission of the competent authorities. Under such circumstances, I do not think that there is any merit in the above writ petition.

Accordingly, this writ petition is dismissed.

Sd/-  
**A.M.SHAFIQUE**  
**JUDGE**

rkj

//TRUE COPY//

P.A. TO JUDGE