

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT:

THE HONOURABLE MR.JUSTICE P.R.RAMACHANDRA MENON

MONDAY, THE 12TH DAY OF JANUARY 2015/22ND POUSHA, 1936

WP(C).No. 925 of 2015 (M)

PETITIONER(S):

**K. MAMU KOYA, MANAGING PARTNER,
ALIF INTERNATIONAL 7/381,
DARUSSALAM ROAD, KOCHI - 682 002.**

BY ADV. SRI.K.MUHAMMED SALAHUDHEEN.

RESPONDENT(S):

- 1. THE NATIONAL GAME SECRETARIAT,
CHANDRASEKHARAN NAIR STADIUM,
PALAYAM, THIRUVANANTHAPURAM - 695 146.**
- 2. THE CHIEF EXECUTIVE OFFICER,
THE NATIONAL GAME SECRETARIAT,
CHANDRASEKHARAN NAIR STADIUM,
PALAYAM, THIRUVANANTHAPURAM - 695 146.**
- 3. THE CHIEF ENGINEER,
THE NATIONAL GAME SECRETARIAT,
CHANDRASEKHARAN NAIR STADIUM,
PALAYAM, THIRUVANANTHAPURAM - 695 146.**
- 4. THE EXECUTIVE ENGINEER,
THE NATIONAL GAME SECRETARIAT,
CHANDRASEKHARAN NAIR STADIUM,
PALAYAM, THIRUVANANTHAPURAM - 695 146.**
- 5. A.P. REDDY,
ABHIRAM INFRA PROJECTS PRIVATE LIMITED,
FORTIS MOUNT, 6-3-597/1/C, VENKITTA RAMANA COLONY,
ANAND NAGAR, KHAIRATHABAD, HYDERABAD - 500 001.**

R1 TO R4 BY ADV. SRI.SREELAL N.WARRIER.

**THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION
ON 12-01-2015, ALONG WITH WP(C). NO. 926 OF 2015 AND
WP(C). NO. 927 OF 2015, THE COURT ON THE SAME DAY
DELIVERED THE FOLLOWING:**

rs.

APPENDIX

PETITIONER'S EXHIBITS:-

- EXT.P1: TRUE COPY OF THE AGREEMENT EXECUTED BY THE
5TH RESPONDENT IN FAVOUR OF GANGESH.
- EXT.P2: TRUE COPY OF THE NOTICE ISSUED BY THE PETITIONER TO
THE 5TH RESPONDENT DATED 07/01/2015.
- EXT.P3: TRUE COPY OF THE REPRESENTATION SUBMITTED BY THE
PETITIONER BEFORE RESPONDENTS 2 TO 4.
- EXT.P4: TRUE COPY OF THE TAX INVOICE IN FORM NO.8 DATED 23/11/2013.

RESPONDENT'S EXHIBITS:-

NIL.

//TRUE COPY//

P.A TO JUDGE

rs.

P.R. RAMACHANDRA MENON, J.

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W.P.(C). Nos. 925, 926 & 927 of 2015

Dated this the 12th day of January, 2015

JUDGMENT

Petitioners in these cases have approached this Court seeking for issuance of a writ or direction to the respondents 1 to 4, not to release any money to the 5th respondent unless and until accounts/amount due to the petitioners are settled by the 5th respondent.

2. The case of the petitioners is that, the 5th respondent has purchased various items from the petitioners on credit in connection with the work awarded by the 1st respondent in relation to the National Games to be commenced shortly. Learned counsel for the petitioners points out that the 5th respondent has given the work as sub contract to another person as evidenced from Ext.P1 and that it was on the basis of the assurance and undertaking given by the 5th respondent that materials were given on credit to the said respondent who has agreed that, the liability will be cleared immediately on getting the amount due from the respondents 1 to 4. It is also pointed

out that, the 5th respondent has already raised a bill and amounts are likely to be disbursed shortly. The petitioners apprehend that, there is a chance to deny payment to the petitioners and that the 5th respondent may not be available any more, as his roots are in Hyderabad and might leave the place.

3. The learned Standing Counsel for respondents 1 to 4 submits that, there is absolutely no merit in the writ petition in so far as there is no privity of contract between them and the petitioners who are total strangers. It is stated that the deal with the 5th respondent, based on the tender finalized in favour of the 5th respondent, will be completed strictly in conformity with the terms of the agreement executed in between.

4. After hearing both the sides, this Court finds that the remedy of the petitioners, if at all any lies elsewhere, more so when, there is no privity of contract between the respondents 1 to 4 and the petitioners. No document has been produced to call for interference in any manner. It is open for the petitioners to move the appropriate forum/Court to have redressal of the grievance, if any.

In the said circumstance, interference is declined and the writ petitions are dismissed, without prejudice to the rights and liberties of the petitioners to pursue other appropriate remedy, if any.

**P.R. RAMACHANDRA MENON,
JUDGE.**

kp/-