

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT:

THE HONOURABLE MR.JUSTICE K.VINOD CHANDRAN

THURSDAY, THE 26TH DAY OF FEBRUARY 2015/7TH PHALGUNA, 1936

WP(C).No. 7208 of 2010 (A)

PETITIONER(S) :

**PEPSIN RAJ, AGED 24 YEARS,
S/O.N.RAJENDRAN, PROPRIETOR THAMPURAN CASHEWS,
PALLIMON P.O., KOLLAM.**

**BY ADVS.SRI.RAJA VIJAYARAGHAVAN
SRI.R.RANJITH**

RESPONDENT(S) :

- 1. THE EMPLOYEES PROVIDENT FUND ORGANISATION,
BHAVISHYANIDHI BHAVAN, P.B.NO.1016,THIRUVANANTHAPURAM,
REPRESENTED BY ITS COMMISSIONER.**
- 2. THE ASSISTANT PROVIDENT FUND COMMISSIONER,
EMPLOYEES PROVIDENT FUND ORGANISATION,
SUB REGIONAL OFFICE, ANNEX, MANNANIYYA COMPLEX,
CHINNAKKADA, KOLLAM - 1.**
- 3. THE RECOVERY OFFICER,
EMPLOYEES PROVIDENT FUND ORGANISATION,
SUB REGIONAL OFFICE, ANNEX, MANNANIYYA COMPLEX,
CHINNAKKADA, KOLLAM - 1.**
- 4. M/S.ANDERSON INDUSTRIES, INTERNATIONAL LTD.,
REGISTERED OFFICE NO.24, GST ROAD, CHENNAI,
REPRESENTED BY ITS DIRECTOR, C.RAJARAM.**
- 5. SRI.A.P.NAZIMUDDIN, PROPRIETOR,
STAR CASHEW COMPANY, SHIBIN MANZIL, VENJARAMMOODU,
THIRUVANANTHAPURAM.**
- 6. SRI.CHACKOCHAN,
M/S.AKSHAYA CASHEW COMPANY, SAMRUDI, SAMRUDI NAGAR,
H.NO.43, ASRAMAM, KOLLAM.**

R1 TO R3 BY ADV. SRI.PIRAPPANCODE V.S.SUDHIR, S.C,

**THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION
ON 26-02-2015, THE COURT ON THE SAME DAY DELIVERED THE
FOLLOWING:**

Msd.

APPENDIX

PETITIONER(S)' EXHIBITS

- EXHIBIT P1:** TRUE COPY OF THE LEASE AGREEMENT ENTERED INTO
ON 22.12.2007 EXECUTED BETWEEN THE PETITIONER AND
THE 4TH RESPONDENT.
- EXHIBIT P2:** TRUE COPY OF THE LEASE AGREEMENT DATED 01.01.2009
EXECUTED BETWEEN THE PETITIONER AND THE 4TH RESPONDENT.
- EXHIBIT P3:** TRUE COPY OF THE COMMUNICATION DATED 09.09.2008 ISSUED BY
THE 2ND RESPONDENT TO THE PETITIONER.
- EXHIBIT P4:** TRUE COPY OF THE ORDER UNDER 7 A OF THE ACT DATED 10.06.2009
OF THE 2ND RESPONDENT.
- EXHIBIT P5:** TRUE COPY OF NOTICE OF DEMAND ISSUED TO THE 6TH
RESPONDENT BY THE 3RD RESPONDENT VIDE
NO.KR/KLM/12596/RECOVERY/2010 DATED 29.01.2010.
- EXHIBIT P6:** TRUE COPY OF THE NOTICE VIDE NO.KR/KLM/12596/RECOVERY/2010
DATED 09.02.2010 ISSUED BY THE 2ND RESPONDENT TO
THE PETITIONER.
- EXHIBIT P7:** TRUE COPY OF THE DEMAND NOTICE VIDE
NO.KR/KLM/12596/RECOVERY/2010 DATED 25.02.2010.

RESPONDENT(S)' EXHIBITS

NIL

//TRUE COPY//

P.A.TO JUDGE.

Msd.

K. Vinod Chandran, J.

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W.P.(C)No.7208 of 2010

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Dated this the 26th day of February, 2015.

JUDGMENT

1. Petitioner, admittedly, a lessee of the cashew factory owned by the fourth respondent, challenges Exts.P6 and P7 demand notices issued to the petitioner, purportedly on the basis of Ext.P4 assessment order passed, under the Employees' Provident Funds and Miscellaneous Provisions Act, 1952. Petitioner contends that, he was the lessee of the cashew factory, only for a period of six months, as covered by Ext.P4, which liability, he has satisfied.
2. Ext.P1 dated 22.12.2007 and Ext.P2 dated 1.1.2009 are two lease deeds, executed between the fourth respondent and the petitioner herein. The liability of the petitioner would be only from 1.1.2008 to June, 2008. Ext.P4 is an assessment order, after hearing the owner and lessee for the various periods, in which, no liability has been mulcted on the petitioner. Petitioner contends that, his liability

between January, 2008 and June, 2008, has been satisfied. Learned standing counsel appearing for the Provident Fund Organization also confirms the same. In such circumstances, the lessees, respondents 5 and 6, have to be proceeded against and not the petitioner herein. Ext.P4 indicates that, the liability for the periods from 2/04 to 7/07, is mulctd on respondents 5 and 6 and not the petitioner herein. The demand notices issued on a transferee, hence, is not sustainable. The writ petition would stand allowed. No recovery, as per Exts.P6 and P7, can be proceeded against the petitioner. Writ petition is allowed. No costs.

K. Vinod Chandran, Judge.

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