

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT:

THE HONOURABLE MR.JUSTICE P.R.RAMACHANDRA MENON

WEDNESDAY, THE 25TH DAY OF MARCH 2015/4TH CHAITHRA, 1937

WP(C).NO. 9220 OF 2015 (B)

PETITIONER(S):

M.V.M. ASHRAF.,
S/O.ABOOBACKER, 'SAJNAS', ASHOK NAGAR,
P.O. AYYANTHOLE, THRISSUR DISTRICT.

BY ADVS.SRI.M.V.BOSE,
SRI.VINOD MADHAVAN,
SMT.NISHA BOSE.

RESPONDENT(S):

1. THE REGIONAL MANAGER,
THE KERALA STATE CIVIL SUPPLIES CORPORATION LTD.,
REGIONAL OFFICE, YAMBO TOWERS,
NEAR MALAYALA MANORAMA, T.B. ROAD, PALAKKAD-678 014.
2. THE DEPOT MANAGER,
OFFICE OF THE SUPPLYCO, DISTRICT DEPOT,
P.O. KURIACHIRA, THRISSUR-680 006.
3. THE OFFICER-IN-CHARGE, SUB DEPOT,
KERALA STATE CIVIL SUPPLIES CORPORATION,
POOTHOLE, THRISSUR-680 004.
4. THE TALUK SUPPLY OFFICER,
OFFICE OF THE TALUK SUPPLY OFFICER,
THRISSUR-680 004.
5. SHALINI. K.M., KODANCHERY HOUSE,
MULLAKARA, MANNUTHY, THRISSUR DISTRICT.
6. ANILKUMAR. K., KOMATTIL HOUSE,
H.F. LANE, POOTHOLE, THRISSUR DISTRICT.

R1 TO R3 BY ADV. SMT.MOLLY JACOB, SC.
R4 BY SR. GOVT. PLEADER SRI.K.C. VINCENT.

THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION
ON 25-03-2015, THE COURT ON THE SAME DAY DELIVERED THE
FOLLOWING:

rs.

APPENDIX

PETITIONER'S EXHIBITS:-

- EXT.P1: TRUE COPY OF THE PROCEEDINGS DATED 28.11.2012 ISSUED BY THE 1ST RESPONDENT.
- EXT.P2: TRUE COPY OF THE AGREEMENT FURNISHED BY THE PETITIONER.
- EXT.P3: TRUE COPY OF THE PROCEEDINGS DATED 09.03.2015, ISSUED BY THE 1ST RESPONDENT.
- EXT.P4: TRUE COPY OF THE LETTER ISSUED BY THE 2ND RESPONDENT TO THE 3RD RESPONDENT.
- EXT.P5: TRUE COPY OF LETTER DATED 17.03.2015 ISSUED BY THE 2ND RESPONDENT TO THE 3RD RESPONDENT.
- EXT.P6: TRUE COPY OF THE COMMUNICATION ISSUED BY MR.P.P.DEVASSY, THE ADJACENT PLOT OWNER TO THE 2ND RESPONDENT.
- EXT.P7: TRUE COPY OF THE COMMUNICATION DATED 29.09.2014 ISSUED BY THE 3RD RESPONDENT TO THE 4TH RESPONDENT.
- EXT.P8: TRUE COPY OF THE COMMUNICATION DATED 09.10.2014, ISSUED BY 4TH RESPONDENT TO DISTRICT SUPPLY OFFICER.
- EXT.P9: TRUE COPY OF THE AGREEMENT EXECUTED BY THE 2ND RESPONDENT WITH MR.DEVASSY.
- EXT.P10: TRUE COPY OF THE REPRESENTATION DATED 16.03.2015 PREFERRED BEFORE THE RESPONDENTS 1 TO 4.
- EXT.P11: TRUE COPY OF THE REPRESENTATION PREFERRED BY THE REGISTERED HEAD LOAD WORKERS BEFORE THE RESPONDENTS 1 TO 4.

RESPONDENT'S EXHIBITS:- NIL.

//TRUE COPY//

PA. TO JUDGE

rs.

P.R. RAMACHANDRA MENON, J.

W.P.(C) No.9220 of 2015

Dated this the 25th day of March, 2015

JUDGMENT

The petitioner has approached this Court with the following prayers:

"(i) Call for the entire records which lead to Exhibits P3 and P4 and set aside the same by the issuance of a writ in the nature of certiorari or any other appropriate writ, order or direction.

(ii) Declare that the respondents 1 to 3 are liable to run the Corporation without causing any loss and that the decision to take on rent space at Rs.11.64 per sq.ft. overlooking the offer for Rs.9/- per sq.ft. is arbitrary and illegal.

(iii) Issue a writ in the nature of mandamus order or direction directing the respondents 1 to 3 to act in accordance with Exhibits P1 and P2 by permitting the petitioner to continue transportation of food-grains and other commodities to the Poothole Sub-Depot till 06.11.2015.

(iv) Pass such other order or direction which this Hon'ble Court may deem fit and proper to grant in the circumstances of the case.

And

(v) Award the petitioner the costs of this proceeding."

2. The learned counsel for the petitioner submits that the

petitioner has been given the work order by the respondent Civil Supplies Corporation as per Ext.P1 to effect transportation of the materials from the Depot at Mulankunnathukavu to the Depot at Poothole for a period of three years from 07.11.2012. The said period is still to be over. However, it is without any regard to the same that, Ext.P4 tender has been notified and proceeded to be finalised in favour of some others, which made the petitioner to approach this Court by filing the writ petition.

3. The learned Standing Counsel for the respondent points out that, Ext.P3 has got nothing to do with Ext.P1, in so far as the latter is in respect of a different cause of action. Ext.P1 contract still stands and there is no proposal or order to terminate the petitioner before completion of the tenure. It is also stated that, some alternate arrangements have been being made with regard to the shifting of goods to the Depot at Poothole in view of the subsequent developments, particularly the stand taken by the landlord of the godown at Poothole. The contract notified as per Ext.P3 is a different one and the petitioner had also participated in the said proceedings, but did not come out successful. It is thereafter, that the petitioner has

approached this Court by filing the writ petition.

4. After hearing both the sides, this Court finds that in so far as no steps have been taken by the respondent Corporation to intercept Ext.P1 contract executed with the petitioner and the rights and liberties of the petitioner arising from Ext.P1 are not adversely affected in any manner; no interference is called for. Since the petitioner has no case that he has become successful pursuant to Ext.P3 tender, which is having no connection with Ext.P1, the relief sought for by the petitioner with reference to Ext.P3 is not liable to be entertained.

The writ petition stands disposed of.

Sd/-
P.R. RAMACHANDRA MENON,
JUDGE

sp