

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT:-

THE HONOURABLE MR.JUSTICE K.VINOD CHANDRAN

WEDNESDAY, THE 1ST DAY OF JULY 2015/10TH ASHADHA, 1937

W.P.(C).No.14426 of 2010 (C)

PETITIONER(S):

T.H.HAREES, AGED 34 YEARS, S/O.HAMEED,
THODUPULATH HOUSE, IIIIRD CROSS ROAD, MANAPPATTIPARAMBU
KALOOR, KOCHI-17.

BY ADV. SRI.E.D.GEORGE.

RESPONDENT(S):-

THE SECRETARY,
GREATER COCHIN DEVELOPMENT AUTHORITY, ERNAKULAM.

BY STANDING COUNSEL SRI.M.K.THANKAPPAN.

THIS WRIT PETITION (CIVIL) HAVING BEEN FINALLY HEARD ON
01-07-2015, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

APPENDIX

PETITIONER(S)' EXHIBITS:-

- EXHIBIT P1: TRUE COPY OF THE ORDER OF THE RESPONDENT DATED 7.1.2010.
- EXHIBIT P2: TRUE COPY OF THE RECEIPT FOR RS.30,234/- ISSUED BY THE RESPONDENT.
- EXHIBIT P3: TRUE COPY OF THE RECEIPT FOR RS.80,625/- ISSUED BY THE RESPONDENT.
- EXHIBIT P4: TRUE COPY OF THE AGREEMENT DATED 29.03.2010 ENTERED INTO BETWEEN RESPONDENT AND PETITIONER.
- EXHIBIT P5: TRUE COPY OF THE NOTICE DATED 26.04.2010 ISSUED BY RESPONDENT.
- EXHIBIT P6: PHOTOGRAPH OF THE BOARD EXHIBITED BY RESPONDENT IN THE PARKING AREA ABOUT THE PARKING FEES.
- EXHIBIT P7: TRUE COPY OF THE AGREEMENT DATED 6.3.2009 ENTERED INTO BETWEEN RESPONDENT AND SHAJI P.I.

RESPONDENT(S)' EXHIBITS:-

- EXT.R(a): TRUE COPY OF THE TENDER NOTICE ALONG WITH TERMS AND CONDITIONS DATED 30.11.2009.
- EXT.R(b): TRUE COPY OF THE TENDER FORMAT AND TENDER CONDITIONS DATED 14.12.2009.
- EXT.R(c): TRUE COPY OF THE DRAFT AGREEMENT.

VKU/-

[TRUE COPY]

K. Vinod Chandran, J

W.P.(C).No.14426 of 2010-C

Dated this the 01st day of July, 2015

JUDGMENT

The petitioner in the above writ petition was the successful bidder in a tender notified by the respondent-GCDA, produced along with the counter affidavit at Annexure R(a). The tender notified was for collection of parking fees for vehicles, in the parking place provided by the GCDA at Manappattiparambu. The parking permitted was for two wheeler, three wheeler, cars as also tempo and such type vehicles. The same is evident from Exhibit P1 award. The notification also specifically speaks of only these type of vehicles. The terms of allotment agreed to by the petitioner [Exhibit R(b) also specifically speaks of no parking permitted of buses and lorries. The draft agreement handed over to the petitioner also included only two wheeler, three wheeler, cars, tempo and the like vehicles.

2. The petitioner, however, presented an agreement in stamp paper, wherein buses and lorries were also included. By oversight, the GCDA executed such agreement. On noticing that the petitioner had permitted parking of lorries and buses as per Exhibit P6, a notice was issued at Exhibit P5, asking the

petitioner to stop the parking of lorries and buses and directing him to execute a fresh agreement.

3. An interim order of stay of Exhibit P5 was granted on admission. The tender awarded was for one year between 01.01.2010 and 30.12.2010. In such circumstance, there is absolutely no reason why the writ petition should be kept pending. However, the learned counsel for the GCDA would contend that the petitioner has not paid the entire amounts due under the contract agreement, as indicated in Exhibit P4. That would be a matter which the GCDA could proceed for recovery from the petitioner.

The writ petition would stand dismissed. No costs.

Sd/-

K.Vinod Chandran
Judge.

vkul/-

[true copy]