

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT:

THE HONOURABLE MR. JUSTICE A.V.RAMAKRISHNA PILLAI

THURSDAY, THE 11TH DAY OF JUNE 2015/21ST JYAISHTA, 1937

WP(C).No. 29221 of 2014 (C)

PETITIONER(S) :

**PULLEN OUSEPH DAVIS,
S/O.OUSEPH P.O., PULLEN HOUSE, NADUVATTOM P.O.,
KALADY VIA, PIN- 683 574, THROUGH POWER OF ATTORNEY HOLDER,
JERIN JOSE, MANJALLI HOUSE, PARAKKULAM ROAD,
ANGAMALY, PIN- 683 572.**

**BY ADVS.SRI.K.V.SOHAN
SMT.SREEJA SOHAN.K.
SRI.ROVIN RODRIGUES**

RESPONDENT(S) :

- 1. ANGAMALY MUNICIPALITY,
REP. BY ITS SECRETARY, ANGAMALY, PIN- 683 572.**
- 2. THE SECRETARY,
ANGAMALUY MUNICIPALITY, ANGAMALY, PIN- 683 572.**

BY ADV. SRI.V.M.KURIAN, S.C

**THIS WRIT PETITION (CIVIL) HAVING BEEN FINALLY HEARD
ON 11-06-2015, THE COURT ON THE SAME DAY DELIVERED
THE FOLLOWING:**

Msd.

APPENDIX

PETITIONER(S)' EXHIBITS

- EXHIBIT P1:** TRUE COPY OF THE TENDER CONDITION PUBLISHED BY
RESPONDENT NO.1,DATED 13-07-2011.
- EXHIBIT P2:** TRUE COPY OF THE NOTICE ISSUED BY RESPONDENT NO.1,
DATED 11-08-2011.
- EXHIBIT P3:** TRUE COPY OF THE REPRESENTATION SUBMITTED BY
THE PETITIONER BEFORE RESPONDENT NO.2, DATED 11-08-2011.
- EXHIBIT P4:** TRUE COPY OF THE NOTICE ISSUED BY THE MUNICIPALITY
DATED 15-07-2013.
- EXHIBIT P5:** TRUE COPY OF THE LAWYER NOTICE DATED 25-07-2013 SENT TO
RESPONDENT NO.2.
- EXHIBIT P6:** TRUE COPY OF THE REPLY SENT BY RESPONDENT NO.2,
DATED 07-08-2013.
- EXHIBIT P7:** TRUE COPY OF THE NOTICE DATED 20-08-2014 SENT BY
THE PETITIONER.
- EXHIBIT P8:** TRUE COPY OF THE POSTAL ACKNOWLEDGMENT
DATED 21-08-2014 EVIDENCING RECEIPT OF EXT.P7.
- EXHIBIT P9:** TRUE COPY OF THE POSTAL ACKNOWLEDGMENT
DATED 21-08-2014 EVIDENCING RECEIPT OF EXT.P7

RESPONDENT(S)' EXHIBITS

NIL

//TRUE COPY//

P.A.TO JUDGE.

Msd.

A.V. RAMAKRISHNA PILLAI, J.

W.P.(C) No.29221 of 2014

Dated this the 11th day of June, 2015.

JUDGMENT

Aggrieved by the inaction on the part of the respondent municipality in responding to Ext.P7 notice issued by the petitioner for the return of deposit amount of Rs.20,09,007/- with 12.5% interest, the petitioner has come up before this Court.

2. The first respondent Angamaly Municipality after construction of a new office building conducted auction for leasing out the old office building. The auction was confirmed in favour of the petitioner for an amount of Rs.60,27,021/-. The petitioner remitted 1/3 of the auction amount of Rs.20,09,007/- on the same day. After remittance of the 1/3 amount, the petitioner was ready to execute the agreement and remit the balance amount. But the municipality failed to take any further steps to shift the Municipal Library, CDS (Community Development Society) and godown of electrical

goods which continued to function in the building. This disabled the petitioner in getting vacant possession of the building. Further the building was in a dilapidated condition and required extensive repair. It is having four floors. The petitioner requested the municipality to conduct repair by itself or allow the petitioner to conduct repair at his expense and give long period of lease as heavy amount will be necessary for repair. With respect to the request of the petitioner, no action was taken by the municipality and the municipality failed to take any steps to shift the above said institutions which continued to function in the building. They also failed to remove the trespasser occupying some portions of the building; it is alleged.

3. Arguments have been heard.

4. This Court by interim order dated 4.6.2015, directed the learned Standing Counsel for the respondent municipality to get instructions as to whether the deposit amount could be returned to the petitioner without interest.

5. Today, the learned Standing Counsel for the respondent municipality on instructions submitted that the respondent municipality is ready to return the aforesaid money to the petitioner within a period of one month.

Recording the said submission, the writ petition is disposed of directing the respondent municipality to return the amount of Rs.60,27,021/- to the petitioner within a period of one month from today. In the event of failure to pay the amount within the aforesaid period, the aforesaid amount shall carry the interest @ 12.5% from the date on which the payment has become due, till the date of payment.

**Sd/-
A.V. RAMAKRISHNA PILLAI
JUDGE**

Scl.

The figure "Rs.60,27,021" occurring in the 3rd line of last paragraph of the judgment is corrected and substituted as "Rs.20,09,007", vide order dated 20.07.2015 in I.A.No.9575/2015 in W.P.(C) No.29221/2014.

Sd/-
Registrar (Judicial)