

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT:

THE HONOURABLE MR. JUSTICE A.MUHAMED MUSTAQUE

MONDAY, THE 7TH DAY OF DECEMBER 2015/16TH AGRAHAYANA, 1937

WP(C).No. 31193 of 2015 (Y)

PETITIONER(S):

R.BINU, S/O.RAMACHANDRA KURUP, AGED 40 YEARS,
RESIDING AT NO. 18/618-B, 'NANDANAM', KULATHOORKONAM,
CHIRAKKARA P.O., KALLUVATHUKKAL PANCHAYATH,
KOLLAM DISTRICT.

BY ADV. SRI.V.VENUGOPALAN NAIR

RESPONDENT(S):

1. STATE OF KERALA,
REPRESENTED BY THE SECRETARY TO GOVT.,
DEPARTMENT OF INDUSTRIES, SECRETARIATE,
THIRUVANANTHAPURAM - 695 001.
2. THE DIRECTOR BOARD OF IMPLEMENTATION
TECHNO PARK,
THIRUVANANTHAPURAM (THE CHAIRMAN OF GOVERNING
COUNCIL TECHNO PARK
THIRUVANANTHAPURAM) LEGISLATURE SECRETARIATE
THIRUVANANTHAPURAM - 695 581.
3. M/S. ELECTRONICS TECHNOLOGY PARK-KERALA
(THE TECHNO PARK) REPRESENTED BY ITS THE REGISTRAR,
TECHNO PARK,
THIRUVANANTHAPURAM - 695 581.
4. THE CHIEF EXECUTIVE OFFICER,
TECHNO PARK, THIRUVANANTHAPURAM - 695 581.
5. THE TECHNO PARK CLUB,
CLUB BUILDING, TECHNO PARK CAMPUS, CHAVADIMUKKU
ENGINEERING COLLEGE P.O, THIRUVANANTHAPURAM - 695 581.
6. THE SECRETARY,
TECHNO PARK CLUB, CLUB BUILDING, TECHNO PARK CAMPUS,
CHAVADIMUKKU, ENGINEERING COLLEGE P.O.,
THIRUVANANTHAPURAM - 695 581.

R4 & R5 BY ADVS. SRI.E.K.NANDAKUMAR (SR.)
SMT.K.V.RASHMI, SC, TECHNOPARK
R BY GOVERNMENT PLEADER

THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION ON
07-12-2015, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

msv/

APPENDIX

PETITIONER(S)' EXHIBITS

- P1 - A TRUE COPY OF THE AGREEMENT DTD.2-3-15 EXECUTED BETWEEN THE 5TH AND THE 7TH RESPONDENT**
- P2 - A TRUE COPY OF THE COMMUNICATION ISSUED BY THE 5TH RESPONDENT DTD.30.9.2015.**
- P3 - TRUE COPY OF THE REPRESENTATION DTD. 9-10-15 SUBMITTED BY THE PETITIONER BEFORE RESPONDENTS 1 TO 3.**
- P4 - A TRUE COPY OF THE PAYMENT VOUCHER DTD.15TH DECEMBER 2009.**
- P5 - A TRUE COPY OF THE COMMUNICATION ISSUED BY THE 5TH RESPONDENT TO THE 6TH RESPONDENT DTD.22.9.2015.**
- P6 - A TRUE COPY OF THE LETTER OF THE 6TH RESPONDENT SECRETARY OF THE CLUB TO THE 5TH RESPONDENT CEO OF THE TECHNO PART DTD.29.1.2014.**

RESPONDENT(S)' EXHIBITS:

NIL

//TRUE COPY//

P.S.TO JUDGE

MsV/

A.MUHAMED MUSTAQUE, J.

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**W.P.(C).No.31193/2015**

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Dated this the 7th Day of December, 2015

J U D G M E N T

The petitioner claims to be the Executive Committee Member of the sixth respondent-society by name Techno Park Club. According to the petitioner, this is a society, registered under the Travancore Cochin Literary Scientific and Charitable Societies Act, 1955. The petitioner has approached this Court threatened by eviction of the premises of the sixth respondent. The Techno Park allowed occupation of the premises for recreation activities of various employees, who are employed in Techno Park.

2. The sixth respondent-society was put in occupation of the premises, which is subject matter of the writ petition, in the year 2004 on certain terms and conditions. Those conditions indicate that the parties have agreed for share of revenue. Thereafter, it is clear that after the original term of licence, the licence was not renewed. The petitioner submits that the Secretary of the society, entered into a fraudulent renewal of licence agreement dated 02/03/2015 with retrospective effect from 13/5/2004 to 31/05/2015 written on a stamp paper seen purchased on

24/02/2015 and thereafter, the Chief Executive Officer of the Techno Park issued a termination notice of the licence to the Secretary of the society. It is also submitted that now proceedings are being initiated by the Secretary of the society to evict the premises in question. It is also submitted by the learned counsel for the petitioner that the society has invested huge amount to put the premises to the present condition. The petitioner also has a case that in fact it is a lease and not licence. On the other hand the learned Senior Counsel appearing for the third respondent-Techno Park would submit that the society violated the terms and conditions of the licence and they are initiating action in terms of the licence. It is submitted that the amount is due from the society to the Techno Park and the society cannot be allowed to continue to remain there. They also question the *locus standi* of the petitioner.

3. It is to be noted that the petitioner is only a member of the sixth respondent society. The sixth respondent society is an independent entity. If the sixth respondent has any interest or any grievance in the matter, the society ought to have come up and ought to have challenged the decision of the Techno Park management. If the society has as such accepted the decision of the Techno Park, the petitioner cannot say that he is the

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aggrieved person. If at all the petitioner has any grievance, it has to be worked out within the scheme of the society to protect the interest of the Society. The petitioner has a case that the Secretary of the society acted against the interest of the society. The petitioner cannot espouse a cause independently in respect of the cause of the society. The petitioner is not an authorised person to represent the society. Therefore, as an individual, the petitioner cannot independently agitate an issue on behalf of the society unless the society itself has come up as an aggrieved person. Essentially, all the issues are arising out of a contract entered into between the Techno Park and the society and, there is no jurisdiction to interfere with the contractual matters between contracting parties. Since the matter emanates out of a private contract, it is purely a contractual matter and declining jurisdiction and also holding that the petitioner has no *locus standi*, the writ petition is dismissed. However it is made clear that the dismissal of the writ petition is not a bar to the petitioner to avail any civil remedy available under law. No costs.

Sd/-

A.MUHAMED MUSTAQUE, JUDGE

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