

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT:

THE HONOURABLE MR. JUSTICE A.MUHAMED MUSTAQUE

MONDAY, THE 30TH DAY OF NOVEMBER 2015/9TH AGRAHAYANA, 1937

WP(C).No. 35442 of 2015 (E)

PETITIONER(S):

**M.D.ASOK, AGED 55 YEARS,
S/O.M.M.DEVASSY, TENANT, S-06,
REVENUE TOWER, PARK AVENUE ROAD, OPPOSITE BOAT JETTY,
ERNAKULAM-682 011.**

BY SRI.M.D.ASOK (PARTY-IN-PERSON)

RESPONDENT(S):

- 1. THE KERALA STATE HOUSING BOARD,
REPRESENTED BY ITS SECRETARY, THIRUVANANTHAPURAM.**
- 2. THE EXECUTIVE ENGINEER,
PROJECT AND CONSULTANCY DIVISION,
REVENUE TOWER KERALA STATE HOUSING BOARD,
OPPOSITE BOAT JETTY, KOCHI-682 011.**
- 3. SECRETARY,
MANAGING COMMITTEE, REVENUE TOWER,
KERALA STATE HOUSING BOARD PROJECT &
CONSULTANCY DIVISION, ERNAKULAM,
KOCHI-682 011.**

BY ADV. SRI.GEORGE BOBAN, SC

**THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION ON
30-11-2015, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:**

msv/

WP(C).No. 35442 of 2015 (E)

APPENDIX

PETITIONER(S)' EXHIBITS

**EXHIBIT-P1: THE TRUE COPY OF THE REGISTERED LEASE AGREEMENT
DATED 11.03.2013 WITH KSHB.**

**EXHIBIT-P2: THE TRUE COPY OF THE LETTER OF REQUEST OF THE PETITIONER TO
KERALA STATE HOUSING BOARD.**

EXHIBIT-P3: THE TRUE COPY OF THE DENIAL NOTICE ISSUED TO THE PETITIONER.

RESPONDENT(S)' EXHIBITS:

NIL

//TRUE COPY//

P.S.TO JUDGE

Msv/

A.MUHAMED MUSTAQUE, J.

W.P.(C) No.35442 of 2015

Dated this the 30th day of November, 2015

JUDGMENT

The petitioner is a tenant under the Housing Board in respect of the premises in a multi storied complex known as Revenue Tower at Park Avenue, Kochi.

2. The petitioner was given permission to operate travel and tourism business. Ext.P1 is the lease agreement dated 11.3.2013. In Clause-7 of the lease agreement stated that the lessee will use the premises only for the purpose for which it is leased out and for no other purpose, whatsoever except with the prior consent of the lessor in writing.

3. The petitioner approached the respondents as per Ext.P2 permit him to sell packed food items in the shop. This has been rejected as per Ext.P3. It is to be noted that Clause-7 as referred in the lease agreement, there is no prohibition of doing activities of sale

of packed food items. When a tenant is in possession, he is entitled to use the premises in accordance with law.

4. Since there is no complete embargo for utilising the land for other items, this Court is of the view that if there is no other impediment, a permission should have been granted to the petitioner especially the Board has not raised any objection as to the nature of business proposed in addition to the travel and tourism business. Further, the petitioner points out that other tenants are also permitted to utilise the premises for other purposes.

This Court is of the view that Ext.P3 shall be reconsidered. If there is no other impediment for sale of the packed food items in the premises, the permission shall be granted to the petitioner. Appropriate decision in this regard shall be taken within three weeks from the date of receipt of a copy of this judgment.

The writ petition is disposed of as above.

Sd/-

A.MUHAMED MUSTAQUE, JUDGE

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