**IN THE HIGH COURT OF KERALA AT ERNAKULAM**

**PRESENT**

**THE HONOURABLE MR. JUSTICE P.B.SURESH KUMAR**

**MONDAY, THE 14TH DAY OF SEPTEMBER 2020 / 23RD BHADRA, 1942**

**WP(C).No.18584 OF 2020(W)**

**PETITIONER:**

**ABDUL RASHEED,**
**AGED 42 YEARS, S/O. MUHAMMED KUNJU,**
**PANAKKAL THEKKATHIL, SOUTH KOCHUMURI,**
**OACHIRA P.O, ALAPPUZHA DISTRICT, PIN-690 526**

**BY ADVS.**
**SRI.J.OM PRAKASH**
**SRI.T.G.SUNIL (PRANAVAM)**
**SRI.C.X.ANTONY BENEDICT**
**SHRI.T.S.BHARATH KRISHNA**
**SHRI.ADHEEP VIJAY**
**SMT.KAVYA RAJEEV**

**RESPONDENTS:**

1 **THE OTTAPPALAM MUNICIPALITY**
**REPRESENTED BY ITS SECRETARY,**
**MUNICIPAL OFFICE, OTTAPPALAM P.O,**
**PALAKKAD DISTRICT, PIN-679 102**

2 **THE SECRETARY,**
**OTTAPPALAM MUNICIPALITY, MUNICIPAL OFFICE,**
**OTTAPPALAM P.O, PALAKKAD DISTRICT, PIN-679 102**

**R1-2 BY SRI.P.P.THAJUDEEN, SC**

**THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION ON 14.09.2020, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:**

**W.P.(C) No.18584 of 2020**

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**J U D G M E N T**

The petitioner obtained a lease in respect of an item of land held by the first respondent Municipality in the year 2008 and he was conducting a business in the said land. The term of the original lease was one year and the same was being renewed by the Municipality from time to time upto the financial year 2018-19. The application preferred by the petitioner for renewal of the term of the lease for the financial year 2019-20 was, however, rejected by the Municipal Council in terms of its decision dated 06.02.2020 and the same was communicated to the petitioner. Ext.P4 is the communication issued by the second respondent to the petitioner in this connection. It is alleged by the petitioner that despite Ext.P4 communication, the petitioner was permitted to occupy the leasehold and he is, accordingly, doing the business therein. It is also alleged by the petitioner that the Municipality has accepted rent from him after Ext.P4 communication for the period upto July 2020. The case of the petitioner in the writ petition is that the Municipality is now trying to evict him from the land. The petitioner, therefore,

seeks appropriate directions in this regard, in this writ petition.

2. A statement has been filed in the matter by the first respondent Municipality. In the statement, among others, it is stated by the Municipality that the representation preferred by the petitioner against the decision taken by the Municipal Council on 06.02.2020 has been rejected by the Council on 14.05.2020 and it has been decided again by the Municipal Council that the lease in favour of the petitioner need not be renewed. It is also stated by the Municipality in the statement that the petitioner has preferred a request for renewal of the lease later as well and the same was also rejected by the Municipal Council on 26.08.2020 in terms of Annexure R1(a) decision. It is further stated by the Municipality in the statement that the land in question is required for the purpose of rehabilitating street vendors and it is on account of the said reason that the lease in favour of the petitioner has not been renewed for the period after 2018-19.

3. Heard the learned counsel for the petitioner as also the learned Standing Counsel for the first respondent Municipality.

4. The petitioner has not made out any right to claim renewal of the lease in respect of the land held by the Municipality

perpetually. The fact that the term of the lease in favour of the petitioner has expired long back is not in dispute. If that be so, the petitioner has no right to remain in the land. As regards the payment of rent for the period after the expiry of the term of the lease, the stand taken by the Municipality is that the petitioner has voluntarily made the said payment. Such payments, according to me, does not confer any right on the petitioner to claim renewal of the lease. The petitioner, in the circumstances, is not entitled to any relief in the writ petition.

5. The petitioner has a case that steps are being taken by the Municipality to evict him from the leasehold otherwise than in accordance with Section 376 of the Kerala Municipality Act. No doubt, the petitioner can be evicted from the leasehold only in accordance with the procedure prescribed.

In the circumstances, the writ petition is dismissed with the rider that the petitioner shall be evicted from the leasehold only in accordance with law.

**Sd/-**

**P.B.SURESH KUMAR, JUDGE.**

**YKB**

# APPENDIX

**PETITIONER'S/S EXHIBITS:**

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| **EXHIBIT P1** | **TRUE COPY OF THE NOTICE DATED 18.11.2017 OF THE 2ND RESPONDENT.** |
| **EXHIBIT P2** | **TRUE COPY OF NOTICE DATED 27.03.2019 ISSUED TO THE PETITIONER.** |
| **EXHIBIT P3** | **TRUE COPY OF THE RECEIPT ISSUED BY THE 2ND RESPONDENT DATED 10.03.2019.** |
| **EXHIBIT P4** | **TRUE COPY OF THE ORDER ISSUED BY THE 2ND RESPONDENT DATED 22.02.2020.** |
| **EXHIBIT P5** | **TRUE COPY OF THE REPRESENTATION DATED 03.03.2020.** |
| **EXHIBIT P6** | **TRUE COPY OF THE RECEIPT DATED 03.03.2020 ISSUED FROM THE OFFICE OF THE OTTAPPALAM MUNICIPALITY.** |
| **EXHIBIT P7** | **TRUE COPY OF THE RECEIPT ISSUED TO THE PETITIONER DATED 12.02.2020.** |

**RESPONDENTS/S EXHIBITS:**

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| **ANNEXURE R1(a)** | **THE TRUE PHOTOCOPY OF THE DECISION OF MUNICIPAL COUNCIL DATED 26.8.2020.** |

**//TRUE COPY//**