

(2021) 01 KL CK 0241
In the High Court Of Kerala
Case No : Writ Petition (C) No. 276 Of 2021

Christopher Mathew P.J

APPELLANT

Vs

Kerala State Electronics Development Corporation Ltd And
Ors

RESPONDENT

Date of Decision : 06-01-2021

Acts Referred:

Citation : (2021) 01 KL CK 0241

Hon'ble Judges : P.V. Asha, J

Bench : Single Bench

Advocate : M.H. Hanis, M.A. Zohra

Final Decision : Dismissed

Judgement

1. Petitioner claims that Ext.P2 agreement was entered into with the respondents on 31.12.2019 for plucking, collecting and removing of coconuts, palm leaves etc., from the coconut trees in the factory compound, agricultural cultivation taking its yield etc., farming fishes in the ponds in the company compound, taking yield of Areca nuts, Mangoes etc from the compound. It is also stated that the contract period was one year from 01.01.2020. Pointing out that petitioner was unable to take yield for a period of three months from 23.03.2020 on account of lock down, petitioner requested for extension of contract period for a further period of three months, submitting Ext.P3 letter. But the respondent rejected the request as per Ext.P4 letter dated 21.12.2020 stating that there was no impediment for petitioner or his men from carrying out the work covered by the agreement. It is also stated that petitioner did not have any complaint regarding carrying out of the work during the lock down period till he submitted Ext.P3

application for extension.

2. Writ petition is filed challenging Ext.P4 letter dated 21.12.2020 stating that petitioner was unable to carry out agricultural operations or to take yield

from the property for a period of three months and therefore he should be given an extension of contract by another three months.

3. Heard the learned counsel for the petitioner as well as Smt.M.A.Zohra, learned Standing Counsel appearing for the respondent.

4. According to the learned Standing Counsel the factory had been working with 80% attendance and there was no hindrance for carrying out the

agricultural activities for the petitioner and petitioner did not have any complaint till this time.

5. When the claim of the petitioner is seriously disputed, this Court will not be in a position to direct extension of the contract period. Learned Standing

Counsel points out that there is a provision for arbitration in the event of any disputes arising out of the contract. Therefore it is for the petitioner to

resort to the remedies available under the agreement.

The writ petition is therefore dismissed with liberty to the petitioner to resort to the remedies available as per the agreement.