
(2021) 08 KL CK 0055
In the High Court Of Kerala
Case No : Writ Petition (C) No. 13729 Of 2021

Sabu.Y

APPELLANT

Vs

State Of Kerala

RESPONDENT

Date of Decision : 06-08-2021

Acts Referred:

Citation : (2021) 08 KL CK 0055

Hon'ble Judges : T.R.Ravi, J

Bench : Single Bench

Advocate : Rajesh P.Nair, Gopakumar R.Thaliyal, M.S.Vijayachandra Ababu, Rashmi K.M

Final Decision : Disposed Of

Judgement

T.R.Ravi, J

1. The petitioner, who had entered into an agreement with the 5th respondent for collection of parking fee in the premises of the Thiruvananthapuram

Medical College, has approached this Court challenging the termination of the contract by the 5th respondent. The termination was for the reason that

the petitioner failed to remit the advance amount fixed as per the agreement payable for every month and thus committed a breach of the contract. As

per the agreement, in such situations, the 5th respondent was entitled to cancel the contract without further notice. According to the petitioner, due to

the pandemic he was not able to make any collection of parking fee as was anticipated at the time of entering into the agreement. He had also

submitted certain representations requesting for modification of the amount payable by him in view of the changed circumstances, owing to lock down

and spread of the pandemic. According to him, without considering the above

said factual difficulties, the contract has been cancelled.

2. The 5th respondent has filed a detailed counter affidavit, wherein it is stated that the petitioner had collected the parking fee and has not remitted the amount. Even though there was the pandemic, there were sufficient vehicles in the parking area and hence it was not felt necessary to make any concessions in the case of the petitioner. It is further submitted that for the months of May and June, the amounts had not been remitted and the amount due is around ₹ 3,23,200/- for the said period. It is stated that from 01.07.2021 onwards, the 5th respondent is collecting the parking fee with the help of the Security Officers. It is hence submitted that on the facts of the case, no interference is called for on the termination of the contract.

3. After hearing the learned counsel for the petitioner and the learned counsel for the 5th respondent, I feel that interest of justice will be served if the petitioner is permitted to pay a substantial portion of the amounts due from him and on such payment, the 5th respondent reconsiders the issue. It is hence directed that the petitioner shall pay a sum of ₹ 2,00,000/- (Rupees two lakhs only) within a period of 10 days from the date of receipt of a copy of this judgment and on receipt of such payment, the 4th respondent, through its competent authority, shall reconsider the question of termination of Ext.P2 contract. The 5th respondent is free to determine the day by which the balance amounts which are due from the petitioner should be remitted for the purpose of continuing the contract in his favour. The 5th respondent shall consider the issue and pass orders within 2 weeks from the date of receipt of the amount of ₹ 2,00,000/- from the petitioner as directed to be paid. The writ petition is disposed of as above.