



2025:KER:33192

WP(C)No.1816 of 2015  
And COC No. 751 of 2022

1

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE MR. JUSTICE P.M.MANOJ

THURSDAY, THE 10<sup>TH</sup> DAY OF APRIL 2025 / 20TH CHAITHRA, 1947

WP(C) NO. 1816 OF 2015

PETITIONERS:

- 1 KURIAN ABRAHAM  
84, 6TH CROSS, GIRINAGAR, KADAVANTHRA, ERNAKULAM-680 020.
- 2 JOLLY VINCENT  
192, 8TH CROSS ROAD, GIRINAGAR, KADAVANTHRA,  
ERNAKULAM-680 020.
- 3 P.V. SAMUEL (DIED)  
152, SCHOOL ROAD, GIRINAGAR, KADAVANTHRA,  
ERNAKULAM-680 020. (THE DEATH OF THE 3RD PETITIONER IS  
RECORDED AS PER THE ORDER DATED 19.02.2024 IN VIDE MEMO  
DATED 19.02.2024).
- 4 V.K. NARAYANA MENON,  
32, CLUB ROAD, GIRINAGAR, KADAVANTHRA, ERNAKULAM-680 020.
- 5 K.K. GEORGE  
33, 3RD CROSS ROAD, GIRINAGAR, KADAVANTHRA,  
ERNAKULAM-680 020.
- 6 P. KRISHNAN  
38, 3RD CROSS ROAD, GIRINAGAR, KADAVANTHRA,  
ERNAKULAM-680 020.
- 7 P.B. VELAYUDHAN  
217, 12TH CROSS ROAD, GIRINAGAR, KADAVANTHRA,  
ERNAKULAM-680 020.
- 8 DAVIS F. MANAVALAN,  
110, CANAL ROAD, GIRINAGAR, KADAVANTHRA,  
ERNAKULAM-680 020.



2025:KER:33192

WP(C)No.1816 of 2015  
And COC No. 751 of 2022

2

- 9 P.V. MURAHARI RAO,  
153, SCHOOL ROAD, GIRINAGAR, KADAVANTHRA, ERNAKULAM-680  
020.
- 10 JOSE THACHIL  
195, 9TH CROSS, GIRINAGAR, KADAVANTHRA, ERNAKULAM-680 020.
- 11 Dr.K.S. AJITH KUMAR,  
182, 7TH CROSS ROAD, GIRINAGAR, KADAVANTHRA,  
ERNAKULAM-680 020.
- 12 K.S. PRAMADOTHAMA,  
154, SCHOOL ROAD, GIRINAGAR, KADAVANTHRA, ERNAKULAM-680  
020.
- 13 SAM JOHN,  
194, 8TH CROSS ROAD, GIRINAGAR, KADAVANTHRA,  
ERNAKULAM-680 020.
- 14 MICHAEL JOSEPH,  
257, 15TH CROSS ROAD, GIRINAGAR, KADAVANTHRA,  
ERNAKULAM-680 020.
- 15 K.N. EASWARAN  
26, CLUB ROAD, GIRINAGAR, KADAVANTHRA, ERNAKULAM-680 020.
- 16 JOHN KISHORE,  
271, 15TH CROSS ROAD, GIRINAGAR, KADAVANTHRA, ERNAKULAM-  
680 020.
- 17 CAPT. AJITH KUMAR  
272, 15TH CROSS ROAD, GIRINAGAR, KADAVANTHRA, ERNAKULAM-  
680 020.
- 18 GEORGE MAMMEN,  
10, 2ND CROSS ROAD, GIRINAGAR, KADAVANTHRA, ERNAKULAM-680  
020.
- 19 P. KESAVAN, (DIED)  
25, CLUB ROAD, GIRINAGAR, KADAVANTHRA,  
ERNAKULAM-680 020 (THE DEATH OF THE 19TH PETITIONER IS  
RECORDED AS PER THE ORDER DATED 19.02.2024 IN VIDE MEMO  
DATED 19.02.2024.)

BY ADV SRI.ANIL SIVARAMAN



2025:KER:33192

WP(C)No.1816 of 2015  
And COC No. 751 of 2022

3

**RESPONDENTS :**

1. THE STATE OF KERALA REPRESENTED BY ITS SECRETARY, HOUSING 'B'DEPARTMENT, GOVERNMENT SECRETARIAT, THIRUVANANTHAPURAM-695 001.
2. THE GREATER COCHIN DEVELOPMENT AUTHORITY REP.BY ITS SECRETARY, KADAVANTHRA, KOCHI-682 020.
3. THE DISTRICT COLLECTOR ERNAKULAM, CIVIL STATION, KAKKANAD-682 030.
4. THE CORPORATION OF COCHIN REP.BY ITS SECRETARY, CORPORATION OFFICE,PARK AVENUE, KOCHI-682 011.
5. THE TAHSILDAR KANAYANNUR TALUK, KANAYANNUR TALUK OFFICE, ERNAKULAM-682 011.
6. THE ERNAKULAM CO-OPERATIVE HOUSE CONSTRUCTION SOCIETY LTD.NO.E-169,GIRINAGAR, KADAVANTHRA, ERNAKULAM-680 020.
7. THE CITY COMMISSIONER OF POLICE ERNAKULAM-682 011.
8. \* ADDL. R8. S. BINDU PRAKASH, B SPORTY (GROUND AND 1ST FLOOR), HOUSE NO. 3, 1ST CROSS ROAD, GIRINAGAR - 682020.
9. ADDL. R9. MR. TA.A VARKEY, MEDILABS (GROUND FLOOR), (HOUSE NO. 3, 1ST CROSS ROAD, GIRINAGAR - 682020.
10. HDFC ATM GIRINAGAR, (GROUND FLOOR), HOUSE NO. 3, 1ST CROSS ROAD, GIRINAGAR - 682020, (MANAGER, HDFC BANK, KADAVANTHRA BRANCH)
11. ADDL. R11. MS. RODIYAMMA JOSEPH, BLOOMING YOUTH BEAUTY PARLOUR.HOUSE NO. 5, 1ST CROSS ROAD, GIRINAGAR - 682020.
12. ADDL. R12. MR. GEORGE PHILIP, FRESH CUT, (GROUND FLOOR), HOUSE NO.6, 1ST CROSS ROAD, GIRINAGAR - 682020.
13. ADDL. 13. MS. MINI VARGHESE, LADY BIRD, (GROUND FLOOR), HOUSE NO. 6, 1ST CROSS ROAD, GIRINAGAR - 682020.
14. ADDL. R14. MR. MICHAEL, SIMON BAKERY, (GROUND FLOOR), HOUSE NO. 6,1ST CROSS ROAD, GIRINAGAR - 682020.
15. ADDL. R15. MS. NISHA NISHANTH, SOFTEN TECHNOLOGIES, 2ND FLOOR, HOUSE NO. 6, 1ST CROSS ROAD, GIRINAGAR - 682020.



2025:KER:33192

WP(C)No.1816 of 2015  
And COC No. 751 of 2022

4

16. ADDL. R16. SRI. DILEEP, LEXICONIN INTERNATIONAL OVERSEAS STUDY CONSULTANTS, (SECOND FLOOR), HOUSE NO. 6, 1ST CROSS ROAD, GIRINAGAR- 682020.
17. ADDL.R17.DR. SEBY VARGHESE, FACETS, HOUSE NO. 12, 2ND CROSS ROAD,GIRINAGAR - 682020.
18. ADDIL R18. COMMERCIAL CAR PARKING, HOUSE NO.14, 2ND CROSS ROAD, GIRINAGAR - 682020, C/O. T.S. RAMASWAMY, LAKHOTIA COMPUTERS, 3<sup>RD</sup> FLOOR, DHARMODHAYAM BUILDING, MARINE DRIVE, COCHI- 682031.
19. ADDL. 19. THE MANAGER, DMRC SITE OFFICE, KADAVANTHRA, HOUSE NO. 15, 2ND CROSS ROAD, GIRINAGAR - 682020.
20. ADDL. R20. THE MANAGER, M/S.GENTEK COMPUTER SERVICES PVT.LTD., HOUSENO. 16, 2ND CROSS ROAD, GIRINAGAR - 682020.
21. ADDL.R21- THE MANAGER, KERALA AGRO INDUSTRIES CORPORATION LTD. HOUSE NO.16, 2ND CROSS ROAD, GIRINAGAR - 682020.
22. ADDL.R22- THE PROPRIETOR, SULEIHA TAILORING, HOUSE NO.16, 2ND CROSS ROAD, GIRINAGAR - 682020.
23. ADDL.R23-ARCHITECT K.C.GEORGE AND ASSOCIATES, KCG,HOUSE NO.17, 2<sup>ND</sup> CROSS ROAD, GIRINAGAR - 682020.
24. ADDL. R24-DIRECTOR PROGRAMMES, MALAYALA MANORAMA NEWS DIVISION,(RADIO MANGO) HOUSE NO.19, 2ND CROSS ROAD, GIRINAGAR - 682020.
25. ADDL.R25-SRI.ABDUL RASHEED, GARMENTREE, HOUSE NO.24, 2ND CROSS ROAD,GIRINAGAR - 682020.
26. ADDL.R26- THE PROPRIETOR, KANGAROO KIDS CLUB AND PRE-SCHOOL, HOUSENO.27, CLUB ROAD, GIRINAGAR - 682020.
27. ADDL.R27- THE PROPRIETOR, BUDDHA SMILE, HOUSE NO.29, 3RD CROSS ROAD,27.GIRINAGAR - 682020.
28. ADDL.R28- SRI.AJU JOSEPH, PHOEBE INTERNATIONAL (HAIR STUDIO AND FAMILY BEAUTY HUB) HOUSE NO.30, 3RD CROSS ROAD, GIRINAGAR - 682020.
29. ADDL.R29-SRI.GEORGE DEVASSIA, MAGI HOLIDAYS, HOUSE NO.36,3RD CROSS ROAD, GIRINAGAR - 682020.
30. ADDL.R30 -SRI.MADHU, YATRA TRAVELS AND MATHAIS RUCHI, HOUSE NO.41, 3RD CROSSROAD, GIRINAGAR - 682020.
31. ADDL.R31- SRI.JAGADISH N., RAVI BOOK HOUSE, HOUSE NO.55, 4TH CROSS ROAD, GIRINAGAR - 682020.
32. ADDL.R32- SRI.KURUVILLA JACOB, K-ZONE, KELACHANDRA CABINETRY AND FURNITURE MAKERS, HOUSE NO.56, 4TH CROSS ROAD, GIRINAGAR - 682020.
33. ADDL.R33-DR.BASHEER, C/O.ABRAHAM ANTONY, ABCON BUILDERS, HOUSE NO.57, 5TH CROSS ROAD, GIRINAGAR - 682020.
34. ADDL. R34. THE MANAGER, DESIGN HOUSE, HOUSE NO.58, 5TH CROSS ROAD,3 GIRINAGAR - 682020.
35. ADDL. R35. THE MANAGER, (DELETED)  
CHIARA WINGS, HOUSE NO.64, 5TH35.  
CROSS ROAD, GIRINAGAR - 682020.



2025:KER:33192

WP(C)No.1816 of 2015  
And COC No. 751 of 2022

5

36. ADDL. R36. THE MANAGER, SUTRA ADVERTISING AND CONSULTANCY PVT LTD., HOUSE NO.71, 5TH CROSS ROAD, GIRINAGAR - 682020.
37. ADDL. R37. PUNJAB NATIONAL BANK-ATM HOUSE NO.78, 6TH CROSS ROAD, GIRINAGAR - 682020, C/O. THE MANAGER, PUNJAB NATIONAL BANK, MENAKA ARCADE, JANATHA JUNCTION, SA ROAD, VYTILA.
38. ADDL. R38. THE MANAGER, SUPERTRON ELECTRONICS-GODOWN, HOUSE NO.79, 6TH CROSS ROAD, GIRINAGAR - 682020.
39. ADDL. R39. SRI. ANANTNARAYAN DENTSU AEGIS NETWORK, SREEPADMAM, HOUSE NO.80, 6TH CROSS ROAD, GIRINAGAR - 682020.
40. ADDL. 40. PROF. K.R. SUNDARARAJAN, SRI. ANDAL EDUCATIONAL TRUST, MADURAI, KAMARAJ UNIVERSITY, DISTANCE EDUCATION STUDY CENTRE, HOUSE NO.82, 6TH CROSS ROAD, GIRINAGAR - 682020.
41. ADDL. R41. MS. SATHI VISWANATH, LOGICAL STEPS, MADHAVAM, HOUSE NO.83, 6TH CROSS ROAD, GIRINAGAR - 682020.
42. ADDL. R42. MANAGER, MAKE MY DAY, EVENTS AND WEDDINGS (FIRST FLOOR), HOUSE NO.86, CANAL ROAD, GIRINAGAR - 682020.
43. ADDL. R43. STATE BANK OF INDIA-ATM, (DELETED) HOUSE NO.90, CANAL ROAD, GIRINAGAR - 682020, C/O. STATE BANK OF INDIA, PANAMPILLY NAGAR.
44. ADDL. R44. SRI. CYRIL PAUL, ARCHITECT, ECO RHYTHM, HOUSE NO.91, (FIRST FLOOR), CANAL ROAD, GIRINAGAR - 682020.
45. ADDL. R45. THE MANAGER, M/S. PACIFIC AGRO TECH PVT. LTD., HOUSE NO.92, CANAL ROAD, GIRINAGAR - 682020.
46. ADDL. R46. SRI. T.N. RAMAKRISHNAN, ME GLOW, HOUSE NO.93, CANAL ROAD, GIRINAGAR - 682020.
47. ADDL. R47. THE MANAGER, CHANNEL COPIERS AND SERVICES, HOUSE NO.95, CANAL ROAD, GIRINAGAR - 682020
48. ADDL. R48. THE MANAGER, KYO CERA, HOUSE NO.95, CANAL ROAD, GIRINAGAR- 682020.
49. ADDL. R49. THE MANAGING TRUSTEE, GLOBAL EDUCATION TRUST, GROUND FLOOR, HOUSE NO.97, CANAL ROAD, GIRINAGAR - 682020
50. ADDL. R50. THE PRINCIPAL, TUITION CENTRE, FIRST FLOOR, HOUSE NO.97, CANAL ROAD, GIRINAGAR - 682020
51. ADDL. R51. THE MANAGER, QUALITRONICS, HOUSE NO.99, CANAL ROAD, GIRINAGAR - 682020
52. ADDL. R52. COMMERCIAL SPACE, (DELETED) FIRST FLOOR, HOUSE NO.100, CANAL ROAD, GIRINAGAR - 682020
53. ADDL. R53. THE MANAGER, SUNTECH TENSILE STRUCTURES, HOUSE NO.101, CANAL ROAD, GIRINAGAR - 682020
54. ADDL. R54. MS. THERESA JOSEPH GEORGE, VIA KERALA, HOUSE NO.102, CANAL ROAD, GIRINAGAR - 682020.
55. ADDL. R55. SRI. P.K. JOSE, (COMMERCIAL SPACES ON ALL FLOORS), HOUSE NO.103, CANAL ROAD, GIRINAGAR - 682020, C/O. ARUN KUMAR, ALL PLANS, ELAMANA, 1ST FLOOR, OPP. SKYLINE BUILDERS, RAJAJI ROAD, ERNAKULAM.
56. ADDL. R56. SRI. KOSHY GEORGE, ATTITUDE IDENTITY SOLUTIONS AND SIGN BOARDS, HOUSE NO.104, CANAL ROAD, GIRINAGAR - 682020



2025:KER:33192

WP(C)No.1816 of 2015  
And COC No. 751 of 2022

6

57. ADDL. R57. SRI. ANAND JOSHI, PROPRIETOR SHREE INFO, RELIABLE IT SOLUTIONS, HOUSE NO.105, CANAL ROAD, GIRINAGAR - 682020.
58. ADDL. R58. THE BRANCH MANAGER, WPG C AND C COMPUTERS AND PERIPHERALS PVT. LTD., HOUSE NO.106, CANAL ROAD, GIRINAGAR - 682020
59. ADDL. R59. THE MANAGER, THE ART OF LIVING, HOUSE NO.106, CANAL ROAD, GIRINAGAR - 682020
60. ADDL. R60. THE MANAGER, (DELETED)  
SRI. VIGNESWARA FIBRES PVT. LTD.,  
HOUSE NO.107, CANAL ROAD, GIRINAGAR - 682020
61. ADDL. R61. MS. MARIA ROY, PARTNER, THE FLOOR (FIRST FLOOR), HOUSE NO.114, CANAL ROAD, GIRINAGAR - 682020  
(SUBSTITUTED) MRS.ARUNIMA GUPTA, W/O.RUPAM GUPTA, AGED 46 YREARS, MANAGING PARTNER, "THE FLOOR", 1ST FLOOR, HOUSE NO.114, CANAL ROAD, GIRI NAGAR, KOCHI-682 020, AND RESIDING AT MATHER SERENE ORCHARD, VIDHYA NAGAR, KADVANTHRA P.O, KOCHI-682 020  
(ADDL R61 IS SUBSTITUTED AS PER ORDER DATED 17-11-2022 IN IA 8/2022 IN WP(C)1816/15)
62. ADDL. F62. THE MANAGING DIRECTOR, ICE CUBE, EVENT MANAGEMENT PVT.LTD., (GROUND FLOOR), HOUSE NO.114, CANAL ROAD, GIRINAGAR - 682020
63. ADDL. R63. SRI. VIMAL LAKHOTIA, PROPRIETOR, VINAYAK INFOTECHS, HOUSE NO.126, CANAL ROAD, GIRINAGAR - 682020
64. ADDL. R64. M/S. FRG ASSOCIATES, CHARTERED ACCOUNTANTS, (FRG CONSULTANTS PVT. LTD.), HOUSE NO.127, CANAL ROAD, GIRINAGAR - 682020
65. ADDL. R65. THE MANAGER, ASSOCIATED TRADING COMPANY, HOUSE NO.128, CANAL ROAD, GIRINAGAR - 682020
66. ADDL. R66. THE MANAGER, M/S. DAKSHIN TRADING, HOUSE NO.130, CANAL ROAD, GIRINAGAR - 682020.
67. ADDL. R67, THE MANAGING DIRECTOR, FORTUNE MARKETING PVT. LTD., HOUSE NO.131, CANAL ROAD, GIRINAGAR - 682020
68. ADDL. R68. THE MANAGER, M/S. BILKISH ASSOCIATES, HOUSE NO.135, CANAL ROAD, GIRINAGAR - 682020
69. ADDL. R69. SRI. SANGEETH KUMAR K.S. T - COFFEE, HOUSE NO.146, SCHOOL ROAD, GIRINAGAR-682020.
70. ADDL. 70. THE MANAGER, IND CHEM INC, HOUSE NO.147, SCHOOL ROAD, GIRINAGAR-682020
71. ADDL. R71. MR. JAIMON, JERRIN ENTERPRISES (GROUND FLOOR) HOUSE NO.148, SCHOOL ROAD, GIRINAGAR-682020.
72. ADDL. R72. MR. G. SREENIVASAN, ANUSH CONSULTANTS, OVERSEAS, RECRUITMENT SERVICES, (1ST FLOOR), HOUSE NO.148, SCHOOL ROAD, GIRINAGAR-682020.
73. ADDL. R73. THE MANAGING DIRECTOR, GUARDIAN CONTROLS LTD., CORPORATE OFFICE, HOUSE NO.149, SCHOOL ROAD, GIRINAGAR-682020.



2025:KER:33192

WP(C)No.1816 of 2015  
And COC No. 751 of 2022

7

74. ADDL. R74. SUNRISE SUPERMARKET GODOWN, HOUSE NO.151, SCHOOL ROAD, GIRINAGAR-682020, C/O. THE MANAGER, SUNRISE SUPER MARKET, K.P.VALLON ROAD, KADAVANTHRA.
75. ADDL. R75. SRI. S. JAYACHANDRAN NAIR, TELENova INSTRUMENTS AND MACHINERIES, HOUSE NO.155, SCHOOL ROAD, GIRINAGAR-682020.
76. ADDL. R76. THE MANAGER, M/S. SANGHVI ELECTRONICS PVT. LTD., HOUSE NO.157, SCHOOL ROAD, GIRINAGAR-682020.
77. ADDL. R77. SRI. THOMAS T.D., A.T.S AGENCIES (GROUND FLOOR), HOUSE NO.159, SCHOOL ROAD, GIRINAGAR-682020.
78. ADDL. R78. SRI. MANOJ, ADVERTISING AGENCY, (1ST FLOOR), HOUSE NO.159, SCHOOL ROAD, GIRINAGAR-682020.
79. ADDL. R79. SINOY AND VINOD, SQUARE DRIVE LIVING SPACES, ARCHITECTS AND INTERIOR DESIGNERS, HOUSE NO.161, SCHOOL ROAD, GIRINAGAR-682020.
80. ADDL. R80. SRI. RANJITH THALIYADATH, AXYZ PVT. LTD, HOUSE NO.166, SCHOOL ROAD, GIRINAGAR-682020.
81. ADDL. R81. THE MANAGER, (DELETED) STAR HOSPITALITY, HOUSE NO.168, SCHOOL ROAD, GIRINAGAR-682020.
82. ADDL. R82. THE MANAGER, BALAJI SOLUTIONS PVT. LTD., HOUSE NO.170, SCHOOL ROAD, GIRINAGAR-682020.
83. ADDL. R83. THE MANAGER, PEARL FOODS, HOUSE NO.175, SCHOOL ROAD, GIRINAGAR-682020.
84. ADDL. R84. THE MANAGING DIRECTOR, MAITRI ADVERTISING WORKS PVT. LTD., HOUSE NO.179, 7TH CROSS ROAD, GIRINAGAR-682020.
85. ADDL. R85 THE MANAGING DIRECTOR, ARIES VISMAYAS MAX ENTERTAINMENT PVT. LTD., HOUSE NO.180, 7TH CROSS ROAD, GIRINAGAR-682020.
86. ADDL. R86. THE MANAGING DIRECTOR, MAITRI ADVERTISING WORKS PVT. LTD., HOUSE NO.181, (1ST FLOOR), 7TH CROSS ROAD, GIRINAGAR-682020.
87. ADDL. R87. THE MANAGER, MOSONS, HOUSE NO.187, 8TH CROSS ROAD, GIRINAGAR-682020.
88. ADDL. R88. THE MANAGING DIRECTOR, SUPERTRON ELECTRONICS PVT. LTD., HOUSE NO.188, SURAAJ, 8TH CROSS ROAD, GIRINAGAR-682020.
89. ADDL. R89. SRI. PAUL PHILIP, PARTNER, LOCAL NETWORK, HOUSE NO.190, 8TH CROSS ROAD, GIRINAGAR-682020.
90. ADDL. R90. SRI. PRINCE AND MANU ABRAHAM, CHARTERED ACCOUNTANT, HOUSE NO.196, (1ST FLOOR) 9TH CROSS ROAD, GIRINAGAR-682020.
91. ADDL. R91. THE MANAGER, SATSUMA HOSPITALITY HOTELS AND RESORTS, HOUSE NO.196, (FIRST FLOOR), 9TH CROSS ROAD, GIRINAGAR-682020.
92. ADDL. R92. THE AREA MARKETING OFFICER, ASIANET SATELLITE COMMUNICATIONS LTD., KOCHI, SOUTH OFFICE, HOUSE NO.197, 9TH CROSS ROAD, GIRINAGAR-682020.



2025:KER:33192

WP(C)No.1816 of 2015  
And COC No. 751 of 2022

8

93. ADDL. R93. THE MANAGER, BRINKS INDIA PVT. LTD., ERNAKULAM BRANCH, HOUSE NO.198, 9TH CROSS ROAD, GIRINAGAR-682020.
  94. ADDL. R94. THE MANAGER, ARMA PRO SECURITY SERVICES PVT. LTD., ERNAKULAM BRANCH, HOUSE NO.198, 9TH CROSS ROAD, GIRINAGAR-682020.
  95. ADDL. R95. THE PROPRIETOR, GLOW FACE, HOUSE NO.199, 10TH CROSS ROAD, GIRINAGAR-682020.
  96. ADDL. R96. THE MANAGER, (DELETED)  
ICS INNOVATIVE COMPUTER SYSTEMS, HOUSE NO.199, 10TH CROSS ROAD, GIRINAGAR-682020.
  97. ADDL. R97. SRI. CHANDY SAMUEL, (COMMERCIAL SPACES IN GROUND FLOOR) HOUSE NO.203, 10TH CROSS ROAD, GIRINAGAR-682020.
  98. ADDL. R98. THE PASTER, NEW INDIA DEIVA SABHA (PRAYER HALL), HOUSE NO.204, 11TH CROSS ROAD, GIRINAGAR-682020.
  99. ADDL. R99. THE MANAGER, WELL SPRING PUBLISHING PVT. LTD., HOUSE NO.209 (1ST FLOOR), 11TH CROSS ROAD, GIRINAGAR-682020.
  100. ADDL. R100. THE MANAGER, (DELETED)  
COMMERCIAL SPACES IN ALL FLOORS, HOUSE NO.220, 12TH CROSS ROAD, GIRINAGAR-682020, C/O. SRI. SHERIN ARACKAL, 7TH FLOOR, ALAPPAT HERITAGE, MG ROAD.
  101. ADDL. R101. SRI. JOSEPH K.K., DISTRIBUTOR, COLGATE PALMOLIVE, HOUSE NO.226, 12TH CROSS ROAD, GIRINAGAR-682020.
  102. ADDL. R102. THE MANAGER, AMIGO INTERNATIONAL, HOUSE NO.244, 14TH CROSS ROAD, GIRINAGAR-682020.
  103. ADDL. R103. THE PROPRIETOR HAIR AND MAKE UP (LADIES AND KIDS BEAUTY PARLOUR), HOUSE NO.258, 15TH CROSS ROAD, GIRINAGAR-682020.
  104. ADDL. R104. THE MANAGER, INTEX TECHNOLOGIES INDIA LTD., HOUSE NO.261, 15TH CROSS ROAD, GIRINAGAR-682020.
  105. ADDL. R105. THE MANAGER, BVC LOGISTICS PVT. LTD., HOUSE NO.267, 15TH CROSS ROAD, GIRINAGAR-682020.
  106. ADDL. R106. THE MANAGER, VENKTRON DIGITAL SYSTEMS PVT. LTD., HOUSE NO.270, 15TH CROSS ROAD, GIRINAGAR-682020.
  107. ADDL. R107. SRI. JACOB KURIAKOSE, LEMON (GROUND FLOOR) HOUSE NO.262, 15TH CROSS ROAD, GIRINAGAR-682020.
  108. ADDL. R108. THE MANAGER, (DELETED)  
KURISHINKAL FINANCE MANAGING SERVICE (1ST FLOOR), HOUSE NO.262, 15TH CROSS ROAD, GIRINAGAR-682020.
  109. ADDL. R109. THE MANAGING DIRECTOR, NATURE 2 NATURE ECOSYSTEM PVT.LTD., HOUSE NO.273, 15TH CROSS ROAD, GIRINAGAR-682020.
  110. ADDL. R110. MS. GIRIJA V. NAIR, PRAJAPATHI YOGA CENTRE AND KYRA LADIES TAILORING, HOUSE NO.275, 15TH CROSS ROAD, GIRINAGAR-682020.
  111. ADDL. R111. RANJITH MELEPPAD, MY STUDIO, HOUSE NO.276, 15TH CROSSROAD, GIRINAGAR-682020.
- \*(ADDITIONAL R8 TO R 111 ARE IMPEADED AS PER ORDER DATED 26/02/2015 IN IA 2813/2015.)\*





2025:KER:33192

WP(C)No.1816 of 2015  
And COC No. 751 of 2022

9

112. \*\*ADDL. R112. V.T. JOSEPH, VAZHAIL, 64. GIRINAGAR, KADAVANTHRA P.O., KOCHI-20.
113. ADDL. R113. ABRAHAM VARGHESE, 95, GIRINAGAR, KADAVANTHRA P.O., KOCHI-20.
114. ADDL., R114. MAYA JERRY, SAN MARIA, PLAKAT COLONY, KOCHI-17.
115. ADDL. R115. A.J. PAUL, HOUSE NO.99, GIRINAGAR, KADAVANTHRA P.O., KOCHI-20.
116. ADDL. R116. BINA LUKOSE, HOUSE NO. 101, GIRINAGAR, KADAVANTHRA P.O.KOCHI-20.
117. ADDL. R117. G. SREEDHRANA PRABHU, HOUSE NO.101, GIRINAGAR, KADAVANTHRA P.O., KOCHI-20.
118. ADDL. R118. M.K. RAVEENDRAN, 270, 15TH CROSS ROAD, GIRINAGAR, KADAVANTHRA P.O., KOCHI-20.
119. ADDL. R119. M.K. THAMPI, HOUSE NO.170, GIRINAGAR, KADAVANTHRA P.O., KOCHI-20.
120. ADDL. R120. P.M. BALAKRISHNAN, HOUSE NO.209, GIRINAGAR, KADAVANTHRAP.O., KOCHI-20.
121. ADDL. R121. JOSEPH THOMAS, 31, HOUSE NO.170, GIRINAGAR, KADAVANTHRAP.O., KOCHI-20.
122. ADDL. R122. ACHAMMA GEORGE, 96, HOUSE NO.170, GIRINAGAR, KADAVANTHRAP.O., KOCHI-20.
123. ADDL. R123. S. RAJENDRA PRASAD, 253, 14TH CROSS ROAD, GIRINAGAR, KADAVANTHRA P.O., KOCHI-20.
124. ADDL. R124. RACHEL SOMON, PLOT NO. 6, THANNIKKOTTE, GIRINAGAR, KADAVANTHRA P.O., KOCHI-20.
125. ADDL. R125. RAMESH K., PLOT NO.106, CANAL ROAD, GIRINAGAR, KADAVANTHRA P.O., KOCHI-20.
126. ADDL. R126. R. GEETHA LAKSHMI, H. NO. 80, GIRINAGAR, KADAVANTHRAP.O., KOCHI-20.
127. ADDL. R127. NISHA ALEXANDER, 199, 10TH CROSS ROAD, GIRINAGAR, KADAVANTHRA P.O., KOCHI-20.
128. ADDL. R128. REMA MENON, SUMA, PRASANTHI NAGAR, SKV COLLEGE ROAD, KANATHIKARA, THRISSUR-680011. (REPRESENTED BY HER P/A. HOLDER SRI.P.SUJIT MENON, 1ST FLOOR, MADHAVAM, NO.83, 6TH CROSS ROAD, GIRINAGAR, KADAVANTHARA, COCHIN-682020).
129. ADDL. R129. RAMESH V.S., SRUTHI, AMBALAKADAVU, KARAPPUZHA, KOTTAYAM- 686003.
130. ADDL. R130. STEPHEN T. JACOB, HOUSE NO.58, GIRINAGAR, KADAVANTHRAP.O., KOCHI-20.
131. ADDL. R131. V.L. KRISHNAMOORTHY, 147, SCHOOL ROAD, GIRINAGAR, KADAVANTHRA P.O., KOCHI-20.
132. ADDL. R132. SHEILA ASHRAF, 262, GIRINAGAR, KADAVANTHRA P.O., KOCHI-20.
133. ADDL. R133. AZAD PADIATH, HOUSE NO.261, GIRINAGAR, KADAVANTHRA P.O., KOCHI-20.



2025:KER:33192

WP(C)No.1816 of 2015  
And COC No. 751 of 2022

10

134. ADDL. R134. ANITHA GEORGE, 91, CANAL ROAD, GIRINAGAR, KADAVANTHRAP.O., KOCHI-20.
135. ADDL. R135, BENNY GEORGE, HOUSE NO.16, GIRINAGAR, KADAVANTHRA P.O., KOCHI-20.  
\*\*( ADDITIONAL R112 TO 135 ARE IMPEADED AS PER ORDER DATED 08/06/2015 IN IA 6542/2015.)
136. \*\*\*ADDL. R136. THE MANAGER, M/S. FOCALOID TECHNOLOGIES, HOUSE NO.58,5TH CROSS ROAD, GIRINAGAR - 682020.
137. ADDL. R137. M/S. CDS ARCHITECTS, 1ST FLOOR, HOUSE NO.53, 4TH CROSSROAD, GIRINAGAR - 682020.
138. ADDL. R138. EUROKIDS, HOUSE NO.48, 4TH CROSS ROAD, GIRINAGAR - 682020.
139. ADDL. R139. SHE DESIGNER BOUTIQUE, HOUSE NO.39, 3RD CROSS ROAD, GIRINAGAR - 682020.
140. ADDL. R140. THE MANAGER, TRAVEL OINKA, HOUSE NO.64, 5TH CROSS ROAD, GIRINAGAR - 682020.
141. ADDL. R141. THE MANAGER, HAIR ROOTS, HOUSE NO.31, 3RD CROSS ROAD, GIRINAGAR - 682020.
142. ADDL. R142. THE MANAGER, (DELETED)  
Y2S EXPERIENCE CENTRE, HOUSE NO.31, 3RD CROSS ROAD, GIRINAGAR - 682020.
143. ADDL. R143. THE MANAGER, NEXGEN SOFTWARE ENGINEERING SERVICES, HOUSE NO.31, 3RD CROSS ROAD, GIRINAGAR - 682020.
144. ADDL. R144. THE MANAGER, PHOTO GIFT, HOUSE NO.80, 6TH CROSS ROAD, GIRINAGAR - 682020.
145. ADDL. R145. THE MANAGER, MOKSHITH, HOUSE NO.241, 14TH CROSS ROAD, GIRINAGAR - 682020.
146. ADDL. R146. THE MANAGER, DEVANANDA STITCHING CENTRE, HOUSE NO.199, 10TH CROSS ROAD, GIRINAGAR - 682020.
147. ADDL. R147. THE MANAGER, SALAMATH TRADING COMPANY, HOUSE NO.24, 2ND CROSS ROAD, GIRINAGAR - 682020.
148. ADDL. R148. THE MANAGER, (DELETED)  
LEMONYELLOW, HOUSE NO.196, 9TH CROSS ROAD, GIRINAGAR - 682020.
149. ADDL. R149. THE PROPRIETOR, PRANADARSHAN MIND CARE CENTRE, HOUSE NO.188, 1ST FLOOR, 8TH CROSS ROAD, GIRINAGAR - 682020.
150. ADDL. R150 THE MANAGER, BOYS HOSTEL, HOUSE NO.188, GROUND FLOOR, 8TH CROSS ROAD, GIRINAGAR - 682020.
151. ADDL. R151. THE MANAGER, AIPCT, HOUSE NO.16, 2ND CROSS ROAD,  
GIRINAGAR - 682020.
152. ADDL. R152. THE MANAGER, PEOPLES URBAN CO-OPERATIVE BANK, HOUSE NO.6, 1ST FLOOR, 1ST CROSS ROAD, GIRINAGAR - 682020.
153. ADDL. R153 THE MANAGER, JERRIN ENTERPRISES, HOUSE NO.159, SCHOOLROAD, GIRINAGAR - 682020.
154. ADDL. R154. THE MANAGER, WIPRO GE, AUTHORISED SERVICE CENTRE, HOUSE NO.155, SCHOOL ROAD, GIRINAGAR - 682020.
155. ADDL. R155. THE PROPRIETOR, FARIYADH, HOUSE NO.166, SCHOOL ROAD, GIRINAGAR - 682020.



2025:KER:33192

WP(C)No.1816 of 2015  
And COC No. 751 of 2022

11

156. \*ADDL. R156. THE MANAGER, (DELETED)  
NETCELL COMPUTERS, HOUSE NO.199,10TH CROSS ROAD,  
GIRINAGAR - 682020.
157. ADDL. R157. THE MANAGER, KAVION ENTERPRISES, HOUSE NO.35,  
3RD CROSSROAD, GIRINAGAR - 682020.
158. ADDL. R158. AZAD PADIYATH, PLOT NO.43. 4TH CROSS ROAD,  
(COMMERCIAL BUILDING UNDER CONSTRUCTION) GIRINAGAR-682020.
- \*\*\* (ADDITIONAL R136 TO 158 ARE IMPEADED AS PER ORDER DATED  
19/02/2016 IN IA 7178/15 AND IA 1995/16 RESPECTIVELY.)
159. \*\*\*\*ADDL. R159. JOJO SEBASTIAN, AGED 57 YEARS S/O K.A.  
SEBASTIAN, RESIDENCE NO. 215, GIRINAGAR, KADAVANTHRA, KOCHI-  
682020, PRESENTLY RESIDING AT 1ST FLOOR, PALLIPARAMBIL HOUSE,  
NEAR UCO BANK, CHILAVANNUR ROAD, ELAMKULAM, ERNAKULAM DISTRICT  
\*\*\*\* ( ADDITIONALRESPONDENT 159 IS IMPEADED VIDE ORDER DATED  
12.02.2019 IN IA NO.1/2018)
160. \*\*\*\*\*ADDL 160 ARSHID PADIYATH AGED 43 YEARS S/O AZAD  
PADIYATH, PLOTNO.43, 4TH CROSS ROAD, GIRINAGAR, ERNAKULAM-682020
161. ADDL. 161:MAYA JERRY AGED 50 YEARS W/O JERRY THOMAS, HOUSE  
NO.86,CANAL ROAD, GIRINAGAR, KADAVANTHRA, ERNAKULAM DISTRICT,  
PIN-682020
162. ADDL 162: SANTHOSH PRABHU AGED 56 YEARS S/O LATE G.  
SREEDHARA PRABHU, HOUSE NO.101, GIRINAGAR, KADAVANTHRA P.O,  
KOCHI-682020
163. ADDL 163: KAVITHA NAZIR AGED 53 YEARS W/O DR. ABDUL NAZIR,  
HOUSENO.127, GIRINAGAR, KADAVANTHRA P.O, KOCHI-682020
164. ADDL 164:FATHIMA BASHEER AGED 60 YEARS W/O DR. BASHEER,  
HOUSE NO.57,5TH CROSS ROAD, GIRINAGAR, ERNAKULAM-682020
165. ADDL 165:DAISY ABRAHAM AGED 80 YEARS W/O LATE ABRAHAM  
CHERIAN, HOUSENO.92, CANAL ROAD, GIRINAGAR, ERNAKULAM-682020
166. ADDL 166: SANGEETH IBRAHIM AGED 47 YEARS S/O LATE PROF.  
IBRAHIM KUTTY, HOUSE NO. 276, 15TH CROSS ROAD, GIRINAGAR-682020  
\*\*\*\*\* (ADDITIONAL R160 TO R 166 ARE IMPEADED AS PER ORDER DATED  
24/11/2022 IN IA 10/2022.)
167. \*\*\*\*\*ADDL R167 P. SUJIT MENON, AGED 53 YEARS S/O. (LATE)  
C.P.RAJAGOPALAN,1ST FLOOR-'MADHAVAM', PLOT NO.83, 6TH CROSS  
ROAD, GIRINAGAR,KADAVANTHRA, KERNAKULAM-682020.

\*\*\*\*\* (ADDL R167 IMPEADED AS PER ORDER DATED 20-03-2023  
IN IA.NO.2/2023 IN WP(C)1816/2015)

[THE NAMES OF THE RESPONDENTS 35,43,52,60,81,96,100,108,142,148  
AND 156 ARE DELETED FROM THE ARRAY OF PARTIES , AS PER THE  
ORDER DATED 19-02-2024 IN IA NO. 04/2024 IN WP(C) 1816/2015].

ADVS. SRI.ASHWIN SETHUMADAHVAN, GOVERNMENT PLEADER  
SMT.ACHU SUBHA ABRAHAM



2025:KER:33192

WP(C)No.1816 of 2015  
And COC No. 751 of 2022

12

SRI.S.SUDHISH KUMAR  
SRI.C.N.PRABHAKARAN  
SRI.V.V.NANDAGOPAL NAMBIAR  
M/S.K.P. SREEKUMAR & PRAKASH PUTHEIDOM,  
SRI.S.SREEKUMAR (SENIOR) M/S.P.MARTIN JOSE, PRIJITH.P & THOMAS P.  
URUVILLA  
SRI.PRAKASH KESHAVAN ,  
M/S. B.N SHIVA SHANKER and ANJALI THOMAS,  
SMT.LATHA KRISHNAN  
M/S.SANTHOSH MATHEW, ARUN THOMAS & JENNIS STEPHEN  
SRI.MILLU DANDAPANI  
M/S.PHILIP.T.VARGHESE, THOMAS.T.VARGHESE & ACHU SUBHA ABRAHAM  
SRI.JOSE JACOB  
SRI.SANTHEEP ANAKARATH, STANDING COUNSEL  
SRI.P JAYABAL MENON,  
M/S.SAJI VARGHESE & MARIAM MATHAI  
SRI.PEEYUS.A KOTTAM  
SRI.ANIL KUMAR SREEDHARAN  
M/S.NIRMAL.V.NAIR, ANEESH JOSEPH & RILGIN.V.VARGHESE  
SRI.GEORGE POONTHOTTAM,  
M/S.RAJU JOSEPH (SENIOR) along with K.T.POULOSE  
M/S.IPE JOSEPH & V. MANOJ KUMAR  
M/S.A.P.SUBASH & AJESH S A S I D H A R A N  
SMT.LIFFY.P.FRANCIS  
M/S.JOBY JACOB PULICKEKUDY & ANIL GEORGE  
M/S.M.G.SREEJITH & LUKE J CHIRAYIL,  
SRI. P.SUJIT MENON(R-167, Party in-person) who is also appearing on  
behalf of R128,

OTHER PRESENT:

SRI.ASWIN SETHUMADHAVAN, GOVERNMENT PLEADER

THIS WRIT PETITION (CIVIL) HAVING BEEN FINALLY HEARD ON 28.11.2024  
ALONG WITH Con.Case(C) .751/2022, THE COURT ON 10.04.2025, DELIVERED THE  
FOLLOWING:



2025:KER:33192

WP(C)No.1816 of 2015  
And COC No. 751 of 2022

13

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE MR. JUSTICE P.M.MANOJ

THURSDAY, THE 10<sup>TH</sup> DAY OF APRIL 2025 / 20TH CHAITHRA, 1947

CON.CASE(C) NO. 751 OF 2022

AGAINST THE ORDER/JUDGMENT DATED IN WP(C) NO.1816 OF 2015

OF HIGH COURT OF KERALA

PETITIONER/19<sup>TH</sup> PETITIONER:

P.KESAVAN  
AGED 94 YEARS  
NO.25, CLUB ROAD, GIRINAGAR, KADAVANTHRA,  
ERNAKULAM, PIN - 682020

BY ADV ANIL SIVARAMAN

RESPONDENTS/4<sup>TH</sup> RESPONDENT 9(CORPORATION OF COCHIN):

- 1      A.S.NAISAM  
THE SECRETARY, COPORATION OF COCHIN, COPORTION OFFICE,  
PARK AVENUE, ERNAKULAM, PIN - 682011
- 2      HARIDASAN  
ASSISTANT EXECUTIVE ENGINEER, (ENGINEERING AND TOWN  
PLANNING), CORPORATION O F COCHIN, EAST ZONAL OFFICE,  
VYTTILA, COCHIN, PIN - 682019
- \*3      SRI.BABU ABDUL KHADER  
AGE AND FATHER'S NAME NOT KNOWN TO THE PETITIONER, THE  
SECRETARY, CORPORATION OF COCHIN, CORPORATION OFFICE, PARK  
AVENUE, ERNAKULAM-682011



2025:KER:33192

WP(C)No.1816 of 2015  
And COC No. 751 of 2022

14

**\*4        SRI.ANZAR J**  
**AGE AND FATHER'S NAME NOT KNOWN TO THE**  
**PETITIONER,ASSISTANT EXECUTIVE ENGINEER, (ENGINEERING &**  
**TOWN PLANNING) ,CORPORATION OF COCHIN,EAST ZONAL**  
**OFFICE,VYTTILA,COCHIN,ERNAKULAM-682019 ADDL R3 & R4**  
**IMPLEADED VIDE ORDER DATED 28/11/2022 IN IA 1/22**

**BY ADV JANARDHANA SHENOY**

**THIS CONTEMPT OF COURT CASE (CIVIL) HAVING COME UP FOR ADMISSION**  
**ON 10.04.2025, ALONG WITH WP(C).1816/2015, THE COURT ON THE SAME DAY**  
**DELIVERED THE FOLLOWING:**



2025:KER:33192

WP(C) No. 1816 of 2015  
And COC No. 751 of 2022

15

## **JUDGMENT**

Dated this the 10<sup>th</sup> day of April, 2025

The writ petition is preferred by some of the residents of Giri Nagar Housing Colony, being aggrieved by the conversion of the Colony into commercial area by several other residents of the Housing Society. This is due to the inaction and tacit collaboration on the part of the respondents, especially the 4<sup>th</sup> respondent, which is contrary to the scheme under which the Colony was formed.

2. According to the petitioners, the Giri Nagar Housing Society is the first planned housing scheme in the State of Kerala, envisioned by some of the prominent citizens of Ernakulam as early as in 1960s. Thereby they formed a Co-operative Society under the name and style "the Ernakulam Co-operative House Construction Society", the 6<sup>th</sup> respondent. The said Society approached the Government for allotment of suitable lands for the construction of houses in order to meet the requirements of the then town population. By order dated 25.01.1965, Government accorded sanction to assign 17.86 Acres of land, which is already acquired and developed by the Government



2025:KER:33192

WP(C)No.1816 of 2015  
And COC No. 751 of 2022

16

under the Land Acquisition and Development Scheme at Ernakulam. Thereafter, a further extent of land, which was originally allotted for Staff Quarters for the Indian Central Coconut Committee, left unused, was resumed by the Government vide order dated 11.01.1968. The said land was also allotted to the 6<sup>th</sup> respondent. Thereby the total area handed over to create house plots to the 6<sup>th</sup> respondent Society became 22.82 Acres. Even thereafter, a further extent of around 10 Acres was also handed over to the 6<sup>th</sup> respondent for providing roads and common amenities such as Parks, Community Hall etc. Thereby, the total extent of land in the possession of 6<sup>th</sup> respondent came to 33.183 Acres. Later, Government ordered to issue patta to the land handed over to the Society. Accordingly, the 5<sup>th</sup> respondent issued Ext.P5 patta to the 6<sup>th</sup> respondent.

3. Going by Ext.P5, it can be seen that the lands allotted by the Government were on the express terms that, the same shall only be used for the purpose of constructing residential buildings for the members of the Society and it shall be utilised for the said purpose within a period of two years. **The houses constructed on the said land were allotted to the members of the Society who come**





2025:KER:33192

WP(C)No.1816 of 2015  
And COC No. 751 of 2022

17

**within the income range under the middle- income group and low-income group.** Under such premises, on the strength of a reported decision in **Bhasakaran Pillai v. State of Kerala** [1991 KHC 408] it is contended that the assignment made in favour of the 6<sup>th</sup> respondent was under the provisions of Land Assignment Act and such transactions are regulated by the Land Assignment Act and Rules.

4. The 6<sup>th</sup> respondent Society, as per its objective, had constructed 279 houses and handed over the same to the member allottees on obtaining the due amount. On the strength of patta granted in favour of 6<sup>th</sup> respondent, title deeds were created as in the form of Ext.P6 and the properties were transferred to respective allottees. According to the petitioners, Ext.P6 sale deed stipulates that the vendee shall use the land and building for residential purposes and shall not do or cause to be done anything likely to cause danger, discomfort, obstruction, annoyance or nuisance to other residents of the colony or shall not do or cause to be done anything likely to hamper the welfare activities of the respondent society for the common good. The Vendee shall not sell or otherwise dispose of the plot to anyone unless that person is or becomes a member of the vendor society and



2025:KER:33192

WP(C)No.1816 of 2015  
And COC No. 751 of 2022

18

without intimation to the vendor society. Non-observance of Clauses (7) and (8) in Ext.P6 sale deed enables the vendor society to appropriately proceed against the vendor in accordance with law as the vendor society may deem fit. Thereby, it is contended by the petitioners that residents of Giri Nagar Colony, whether original allottees or transferees from the original allottees, are bound by the terms of assignment, that their plots which were assigned as house plots cannot be altered for the purpose of allotment. It is further contended that there is no time limit fixed under Exts.P5 and P6 and as per the terms of Land Acquisition Act, these house plots cannot be converted for any other use than as residential plots. This position has been settled by the Division Bench Decision in **Raphy John v. Land Revenue Commissioner** [2022 KHC 3494] and **Varghese Kurian v. State of Kerala** [2023 KHC OnLine 9226] thereby the petitioner tried to substantiate that the property was allotted to the society for the purpose of constructing residential building and after constructing the residential building, the 6<sup>th</sup> respondent society allotted the same to its members. Therefore, the holder of the land cannot use such property for a purpose other than the purpose for which the land was assigned.



2025:KER:33192

WP(C)No.1816 of 2015  
And COC No. 751 of 2022

19

5. Later, with the passage of time, large number of residential houses were rented out to accommodate commercial offices. Over and above, permits were also issued for reconstruction of the residential building into commercial spaces. The grievance voiced by the petitioners is that, in any of the instances, respondents 2 to 4 did not scrutinise the purpose of the building permits or verify violations of the patta conditions. Similarly, respondents 3 and 5, the authorities entrusted with the enforcement of Land Assignment and Rules also did not care to prevent the illegal conversions, which are in total violation of the statutory provisions. The 6<sup>th</sup> respondent, the original assignee, also did not stand against the conversion of the land which is against the purpose of assignment by evading their responsibilities to the government. The petitioners, on the basis of the reported decision in **Philip George v. State of Kerala and others** [2014 (2) KLT 116] contended that the land allotted cannot be used contrary to the purpose envisaged under the scheme. The restriction imposed is one through a Statute and not through a contract. Such restrictions have to be complied in the public interest. Though the said decision pertains to a town planning scheme, the ratio is clearly applicable in this case,



2025:KER:33192

WP(C)No.1816 of 2015  
And COC No. 751 of 2022

20

as the property was assigned for housing purposes, and many plots allotted have been utilised for non-residential purposes.

6. The petitioners also contend that in **Bangalore Medical Trust v. B.S. Mundappa and others** [AIR 1991 SC 1902] the Apex Court held that the violation of the rules either by ignoring or affronting the individual or action of the executive in disregard of the provisions of law raises substantial issue of accountability of those entrusted with the responsibility of administration. Since the conversion of the user is against the very purpose of the assignment, and since the respondents are not taking any action to ensure the preservation of the provisions of the law, despite numerous complaints, finding no other way, the petitioners have approached this Court by preferring this writ petition.

7. It is further contended that the official respondents are indiscriminately granting permits, licences, permission for conversion of user, etc., without proper application of mind and also without verifying the records as to whether such conversion is permissible under the provisions of the original assignment. On the strength of **Philip George's** case supra, it is contended that such action on the part of the official respondents is clearly illegal, arbitrary and in



2025:KER:33192

WP(C)No.1816 of 2015  
And COC No. 751 of 2022

21

violation of the rights of the owners of the land. Such argument is raised on the premise that the patta was granted to the 6<sup>th</sup> respondent society on a specific condition that the assignment is made for the purpose of construction of residential houses alone. All the owners who are members of the society are bound to the conditions attached to the original patta. Unless and until the conditions attached to the original patta are altered, they cannot utilise the same for any other purpose, which has been agreed by the owners/members. All such grants are under the provisions of Land Assignment Act and Rules with the specific restriction that the plots shall be utilised for residential purpose alone. The change of use is impermissible, and any permission granted by the official respondents to convert the same into commercial purposes, is illegal and in flagrant violation of law. In **Haridas R. v. State of Kerala and Others** [2016 (5) KHC 615] this Court held that there cannot hence ; a right be ferreted out on the absence of specific prohibition in the Act or Rules; of a user other than that for which the land was assigned. The assignment having been specifically made under a Statute and the Rules framed thereunder, none can have a legitimate expectation of enjoyment of the property over and above the purpose



2025:KER:33192

WP(C)No.1816 of 2015  
And COC No. 751 of 2022

22

for which the same has been assigned. When the assignment is made for a specific purpose, it cannot be said that if there is no prohibition for using it for any other purpose, then an assignee or a subsequent owner could use it for any purpose for which land is normally put to. The prohibition has to be read into the terms of assessment when by virtue of a statutory provision, the assignment is made for a specific purpose. The passage of time would not change the character of the assignment nor would any subsequent assignee be entitled to claim rights of enjoyment of property, without any fetters, for reason of the land having changed hands, once or for umpteen times. The essence of the assignment is made for a specific purpose which survives time and tide. The tide, in this instance, is characterised by subsequent alienation effected on the whole or in parcel, unless there is a statutory amendment carried out.

8. On the strength of **Mahindra Holidays and Resorts v. State of Kerala** [2019(3) KHC 233], it is substantiated that the moment the object of the public law is defeated, the assignment becomes revocable. The original assignment would not have been possible for any purpose other than the purpose for which it was assigned. The



2025:KER:33192

WP(C)No.1816 of 2015  
And COC No. 751 of 2022

23

purpose of the assignment would equally bind the patta holder as well as his assignee. This is the reflection of public trust doctrine. There is no requirement to have conditions in patta that the patta holder or its assignee should cultivate the land all the time. The very basis for such assignment was for cultivation. The patta holder or assignee, if commits any act defeating the object of the assignment, is bound to restore the land to the assigner.

9. In the case of large-scale misuse of buildings in a residential zone in a plan-developed area, the Hon'ble Apex Court in **R.K. Mittal and others v. State of U.P. and others** [AIR 2012 SC 389], in Paragraph 68 held as follows :

"68. The Master Plan and the zonal plan specify the user as residential and therefore these plots cannot be used for any other purpose. The plans have a binding effect in law. If the scheme/master plan is being nullified by arbitrary acts and in excess and derogation of the power of the Development Authority under law, the Court will intervene and would direct such authorities to take appropriate action and wherever necessary even quash the orders of the public authorities."

10. Petitioner also cites the judgment in **T.Damodhar Rao v. The Special Officer, Municipal Corporation of Hyderabad and**



2025:KER:33192

WP(C)No.1816 of 2015  
And COC No. 751 of 2022

24

**Others** [AIR 1987 AP 171] in which the question considered by the High Court of Andhra Pradesh was whether the land owned by the LIC and the IT Department in a recreational Zone in Hyderabad could be used for residential purposes contrary to the notified development plan. It was held; "the Directions regarding demarcations of land user contained in a developmental plan published under statutory authority are neither pious aspirations nor empty promises. Such declarations are legally enforceable. Those declarations imposed legal obligations on the land owners and public authorities. The public authorities should enforce those obligations. If they do not, it becomes the solemn duty of the court to compel those authorities to perform their mandatory obligations." It is further contended that the aforementioned rationale was accepted and followed by this Court in **Shastri Nagar Colony Welfare Committee and another v. The Calicut Development Authority and another** [2006 (1) KLT 294]. On the strength of this decision, it is contended, where the user of a particular plot is specified, such user cannot be changed at the whims and fancies of the owner thereof, nor can the authorities concur any such misuse.





2025:KER:33192

WP(C)No.1816 of 2015  
And COC No. 751 of 2022

25

11. It is further contended that their rights to lead a harmonious life within the precincts of an exclusively residential layout, unhampered by congestion, loss of privacy, air and noise pollution and a total sense of insecurity is trampled due to the inaction from the part of respondents 2 to 4 in preventing conversion of residential building to other uses. This is in violation of the right to life guaranteed under Article 21 of the Constitution. This position has been considered by the Apex Court in **M.C. Mehta v. Union of India and others** [(2006) 3 SCC 399] in Para 61:

61. Despite passing of the laws and repeated orders of the High Court and this Court, the enforcement of the laws and the implementations of the orders are utterly lacking. If the laws are not enforced and the orders of the courts to enforce and implement the laws are ignored, the result can only be total lawlessness. It is, therefore, necessary to also identify and take appropriate action against officers responsible for this state of affairs. Such blatant misuse of properties at large-scale cannot take place without connivance of the officers concerned. It is also a source of corruption. Therefore, action is also necessary to check corruption, nepotism and total apathy towards the rights of the citizens. Those who own the properties that are misused have also implied responsibility towards the hardship, inconvenience, suffering caused to the residents of the locality and injuries to third parties. It is, therefore, not only the question of stopping the misuser but also making the owners at default accountable for the injuries caused to others. Similar would also be the accountability of errant officers as well since, prima facie, such large-



2025:KER:33192

WP(C)No.1816 of 2015  
And COC No. 751 of 2022

26

scale misuser, in violation of laws, cannot take place without the active connivance of the officers. It would be for the officers to show what effective steps were taken to stop the misuser.

12. On the strength of these findings of the Apex Court, it is contended by the petitioners that the official respondents permitting a total perversion of that assignment by allowing conversion of plots assigned by the Government and demarcated for residential use to be converted to any manner of commercial use is a total violation of law. Such actions amount to a clear violation of the fundamental rights of the petitioners against the arbitrary action by the statutory authorities. Thus seeking to protect their rights, the writ petition is preferred.

13. In response to the contentions in the writ petition various counter affidavits were filed by the official as well as party respondents. The counter affidavit filed by the 1<sup>st</sup> respondent in a way admitted the contentions in the writ petition regarding the assignment of land for the Giri Nagar Housing Colony and to the extent the assignment is made for the purpose of residential houses alone and denied the right to utilise the lands assigned for any other purpose. Then, the GCDA, the 2<sup>nd</sup> respondent, by filing a counter affidavit categorically stated, Giri Nagar Housing Colony is not a part of any scheme of the GCDA and



2025:KER:33192

WP(C)No.1816 of 2015  
And COC No. 751 of 2022

27

tried to escape from the responsibility. The 4<sup>th</sup> respondent Corporation, through their counter affidavit, denied the averments in the writ petition; however, it is admitted that it is the authority to grant building permits and that it has permitted commercial users in residential plots in Giri Nagar in exercise of its powers under the Municipality Act. But relying on the structure plan (General Town Planning Scheme) for the Central City of Kochi, their action cannot be faulted since they comply with the new plan. Many of the party respondents also adopted the stand taken by the 4<sup>th</sup> respondent, who claimed to be the absolute owners or tenants/transferees from the original assignee.

14. On the other hand, the 6<sup>th</sup> respondent has filed a counter affidavit wherein it is admitted that the assignment of the property, which comes to an extent of 33.13 Acres, is for the sole purpose of constructing residential houses. Even that has been stipulated in the respective sale deeds executed in favour of the allottees. Altogether 279 residential buildings were constructed and handed over to the allottees as per the title deeds similar to Ext.P6 with a stipulation that the allottees shall use the allotted houses for residential purposes alone. It is further contended that the land value and interest for the



2025:KER:33192

WP(C)No.1816 of 2015  
And COC No. 751 of 2022

28

entire area of 33.138 Acres of land has been remitted by the society. The value of the land was fixed by the Government. Thereafter, on further verification, it was found that society had remitted Rs.53,219.36 in excess. This issue has been taken note by the District Collector by letter dated 29.07.1987 which is produced as Ext.R6(a).

15. Thereafter, in 1998, at the request of the Government, the society handed over an extent of 45.950 cents of land on the Northern extreme end of the colony earmarked for Post Office, dispensary etc, for development of 'Sahodaran Ayyappan Road', free of cost. However, the society states that the complaints by the petitioners with respect to heavy traffic in the colony need not be addressed as it is not a gated colony and the traffic through the colony cannot be restricted. Moreover, the roads inside the colony have already been handed over to the Cochin Corporation. They are handling the maintenance and control of the road even inside the colony. It further states that numerous complaints and representations were received from the members seeking permission to continue to give the premises on rent for commercial purposes, as they depend on the income for their livelihood. Some of the allottees who have given their buildings for



2025:KER:33192

WP(C)No.1816 of 2015  
And COC No. 751 of 2022

29

commercial purposes have no other income than the rent derived from the leasehold. Most of them are senior citizens and are residing alone in their houses and tenants are of great help to them.

16. Even the counter affidavit specifically states an instance where an allottee has returned his plot allotted to him as he has no means to repay the installments. Accordingly, society has taken the plot and the building, after paying him the due. Thereafter, the society approached the Deputy Registrar for investing the fund from the general fund of the society. The Deputy Registrar by order dated 03.05.1972 has accorded sanction for investing the amount from the general fund. Moreover, the society has already approached the Government requesting to grant exemption from Kerala Building Rules, 1984. Accordingly, vide order dated 11.11.1986, Government granted exemption for the construction of first floor from Kerala Building Rules as per Ext.R6(b). Thereafter the society obtained permission from the Joint Registrar, Co-op. Society Ernakulam to let out a portion of the building to Kadavanthra Post Office, which was occupying the building portion for a long time. Now, the building portion is rented out to Medilab, a sports equipment shop and Kerala State Financial



2025:KER:33192

WP(C)No.1816 of 2015  
And COC No. 751 of 2022

30

Enterprises. The rent obtained is one among the sources of income of the people residing in the society.

17. Over and above, **society has already approached the Government seeking to invoke powers under Rule 24 of KLA Rules 1964 and to grant exemption to the society from condition No.1(2) of Ext.P5 patta which is even now pending consideration by the Government.** Even a meeting of the allottee members who have rented out their premises for commercial purposes was convened on 22.01.2017 and informed about the terms of assignment as well as conditions of allotment. However, many of them replied that the rent derived from the building is their sole income for livelihood and some of them even complained about their loneliness, if the building is kept vacant.

18. On the matter of legality, it is contended that the 6<sup>th</sup> respondent society is a registered entity under the Co-operative Societies Act, and if a dispute arises between the society and its members, an alternative remedy is provided under Chapter IX of the Kerala Co-operative Societies Act and a writ petition is not maintainable. The petitioners have not availed the alternative remedy



2025:KER:33192

WP(C)No.1816 of 2015  
And COC No. 751 of 2022

31

contemplated under the provisions of Kerala Co-operative Societies Act.

19. Respondents 8 and 9 are the Sports Goods shop and Medi Labs functioning in plot No.3 which is a property retained by the society as mentioned in the aforementioned two paragraphs.

20. A counter affidavit was filed by 147<sup>th</sup> respondent. The said respondent is filing the affidavit sworn on behalf of respondent Nos.11, 15, 25, 30, 31, 41, 44, 47, 49, 53, 54, 56, 62, 65, 66, 71, 75 and 109. According to them, they are conducting their business and other activities in the respective premises with licence and permits required under law. They are renewing the licence with Cochin Corporation for carrying out the business. Only because of pendency of this writ petition, Cochin Corporation is not issuing D&O licence to them. Generally, it is contended in the counter affidavit by the other respondents that they are also conducting their respective business by complying with the statutory requirements. It is further contended that if the lands were allotted to the 6<sup>th</sup> respondent for residential and cultivational purposes, it does not restrain the assignee or their



2025:KER:33192

WP(C)No.1816 of 2015  
And COC No. 751 of 2022

32

successors in interest from using the land for the purposes other than cultivation or residence.

21. Respondent Nos.23 and 45 preferred counter affidavit wherein it is contended that as per the structure plan under the General Town Planning Scheme, central city of Kochi issued as per GO(MS) No. 143/07/LSGD dated 31.05.2007 under Clause 4.13 and other special provisions, all uses permitted in the residential and commercial use zones may also be permitted on either side of the road upto a depth of 150 meters from the boundary of Sahodaran Ayyappan Road. The properties occupied by these respondents are well within that limit.

22. The majority of the counter affidavits are in a similar fashion, except the counter affidavit filed by the 49<sup>th</sup> respondent wherein it is contended that the purpose of assignment of land was for the residential purpose of middle-income group. None of the petitioners belong to the said group. On going by the value of the property it appears that the middle-income group cannot afford it. In that respect, 49<sup>th</sup> respondent went to the extent of seeking a direction from this Court to the petitioners, requiring them to produce their income tax returns in order to prove their locus. Moreover, it is stated that the





2025:KER:33192

WP(C)No.1816 of 2015  
And COC No. 751 of 2022

33

area is not notified as a residential area under any Town Planning Scheme. Unless it is notified, no restriction can be imposed in law. Moreover, the property was originally allotted to the society, which is established under the provisions of the Co-operative Societies Act. The purpose of the assignment is to construct residential buildings for its members. Now, the dispute is raised by the petitioners with respect to the utilisation of the said premises by such allottee members for other commercial purposes. Thereby the crux of the issue is a dispute between the society and its members for which the remedies are available under Chapter IX of the Co-operative Societies Act. Without availing the alternative remedy, the petitioners have approached this Court. Therefore, the writ, seeking issuance of writ of mandamus against the 6<sup>th</sup> respondent Society, which is not an instrumentality of the State, is not maintainable. Moreover, since this issue being an internal dispute of the 6<sup>th</sup> respondent, the 4<sup>th</sup> respondent Corporation has no role.

23. Even the counsel for the 49<sup>th</sup> respondent also contended that, since the original assignment itself was made against the provisions of law, any acts or conditions attached to such orders of assignment



2025:KER:33192

WP(C)No.1816 of 2015  
And COC No. 751 of 2022

34

cannot stand. Even the doctrine of desuetude has also been cited to contend that the condition attached to the patta has never been enforced, as it is evident from the contentions of 6<sup>th</sup> respondent. The 6<sup>th</sup> respondent even applied for changing the conditions in assignment which is yet to be addressed by the Government.

24. The Additional respondent No.167, appearing as party in person, and also on behalf of respondent No.128 contended that no statutory right of the petitioners has been violated. The grievance voiced in the writ petition is unsupported by any actual complaint or evidence of wrong-doing. They further argued that no document evidencing complaint about patta conditions had been produced in the writ petition by the petitioners till date, which has been declined by the appropriate authority for issuing writ of mandamus. These arguments are raised primarily to show that there is no cause of action for the petitioner. The party in person appearing on behalf of these respondents contended that the petitioners have approached this Court not with clean hands, and the writ petition was preferred without bringing the necessary parties in the party array.



2025:KER:33192

WP(C)No.1816 of 2015  
And COC No. 751 of 2022

35

25. The argument from the part of the respondents led by learned Senior Counsel Sri.Santhosh Mathew instructed by Sri.Arun Thomas can be summarised as follows. There are specific provisions in the Municipalities Act and Rules that permit the conversion of residential buildings to commercial buildings in accordance with the schemes formulated by the Government as a structural plan (under the General Town Planning Scheme) is made applicable to the central City of Kochi, which is notified and is in existence whereby permission can be granted to mixed users in whole zones. Thereby the purpose of assignments can be valid. Moreover, Rule 3(3) of the Kerala Municipal Building Rules, 2009 (For short 'the KMBR 2009') provides for structural plan, i.e. a master plan which will prevail over the respective rules wherever the master plan exists. Since Table 4.4 of the structural plan provides for various use in residential zone, the permission granted by the Corporation for purposes other than the notified, such permits cannot be treated as violation.

26. Similarly, Sections 10 & 11 of the Transfer of Property Act 1882 (For short 'the TP Act') stand for certain conditions or restrictions in the enjoyment of the assigned property. If any restriction is imposed



2025:KER:33192

WP(C)No.1816 of 2015  
And COC No. 751 of 2022

36

for residential purpose, the assignment become void as contemplated under the said provisions. In accordance with said provisions of the TP Act, the respondent contends that they are entitled to receive, enjoy or dispose of these properties on treating that there is no such restriction.

27. Similarly, the land was assigned to the 6<sup>th</sup> respondent on the basis of the request made by the society which was on a term of agreement. i.e. for constructing the residential building for middle - income groups. Thereafter, on accomplishing the said purpose, the 6<sup>th</sup> respondent allotted those residential buildings and properties to its members which is in the form of an absolute sale. Thereafter on remitting the entire amount towards consideration of the land by the Society, patta was issued by the Government. On the basis of such issuance of patta, the respective rights were also transferred to the authorities. Therefore, no restrictive conditions towards direct enjoyment of the property by the subsequent purchaser in a particular manner can be imposed as such terms of contract between respondents 1 and 6 have not been conveyed to the subsequent purchasers. Therefore, no such restriction is possible on the rights of



2025:KER:33192

WP(C) No.1816 of 2015  
And COC No. 751 of 2022

37

the purchasers to enjoy their property to the fullest extent. If any such restriction is imposed, that is violative of Article 300 of the Constitution. Over and above the conditions imposed in Exts.P5 and P6 are of the years 1987 and 1988. Since those conditions have never been implemented properly and the properties are put to other use than the residential building, said act is in no way interfered by any of the authorities and on considering the present scenario that the said property is no longer accessible to the middle-income group, the scheme deemed to have fallen in disuse which is ought to be reviewed invoking the doctrine of desuetude. In support of the argument, learned Senior Counsel brought to the attention of this Court a judgment dated 14.09.2022 in WP(C) No.18904/2021 wherein it is held in paragraphs 5 and 6.

“In **Monnet Ispat & Energy Ltd. v. Union of India, [(2012) 11 SCC 1]**, the Hon'ble Supreme Court considered the applicability of the doctrine of desuetude in Indian jurisprudence. The Apex Court considered the earlier decision in **State of Maharashtra v. Narayan Shamrao Puranik [(1982) 3 SCC 519]**, the decision of Scrutton, L.J. in **R. v. London County Council, Ex P Entertainments Protection Assn. Ltd. [(1931) 2 KB 215 (CA)]** and the view of renowned author Allen in Law in the Making. It was noted that the rule concerning desuetude has



2025:KER:33192

WP(C)No.1816 of 2015  
And COC No. 751 of 2022

38

always met with general disfavour and that a statute can be abrogated only by express or implied repeal and cannot become inoperative through obsolescence or by lapse of time.

In **Bharat Forge Co. Ltd. [(1995) 3 SCC 434]**, after referring to several authorities on the subject, the Hon'ble Supreme Court held that though in India the doctrine of desuetude had not been used to hold in favour of the repeal of any Statute, there can be no objection in principle to apply the doctrine to our Statutes as well. The reason stated was that a citizen should know whether, despite a Statute having been in disuse for a long duration and instead a contrary practice being in use, he is still required to act as per the "dead letter". The Court took the view that it would advance the cause of justice to accept the application of the doctrine of desuetude in our country also and that a new path is required to be laid and trodden. In **Cantonment Board, Mhow v. M.P. SRTC [(1997) 9 SCC 450]**, the Hon'ble Supreme Court held that to apply the principle of desuetude it was necessary to establish that the Statute in question had been in disuse for long and the contrary practice of some duration has evolved. On facts the Court held that the doctrine of desuetude had no application. In **Monnet Ispat** (supra) the Hon'ble Supreme Court summarised the law in paragraph 201 which is extracted below.

"201. From the above, the essentials of the doctrine of desuetude may be summarised as follows:

(i) The doctrine of desuetude denotes a principle of quasi- repeal but this doctrine is ordinarily seen with disfavour. (ii) Although the doctrine of desuetude has been made applicable in India on few Occasions but for its



2025:KER:33192

WP(C)No.1816 of 2015  
And COC No. 751 of 2022

39

applicability, two factors, namely, (i) that the statute or legislation has not been in operation for very considerable period, and (ii) the contrary practice has been followed over a period of time must be clearly satisfied. Both ingredients are essential and want of any one of them would not attract the doctrine of desuetude. In other words, a mere neglect of a statute or legislation over a period of time is not sufficient but it must be firmly established that not only the statute or legislation was completely neglected but also the practice contrary to Such statute or legislation has been followed for a considerably long period."

28. The petitioners, who are admittedly long term residents of the colony, have not proved their *locus standi* to raise such complaint. The argument that they do not belong to middle income group, and are aware of the change in the nature of the use with open eyes, can be treated as only waiver of their rights under Exts.P5 and P6 has not been addressed by the petitioners. Hence, they have no right to insist such restrictions to be imposed. In the case in hand, the other occupants, like the petitioners, have acquired their rights by purchasing and leasing the properties and have spent considerable amounts on restructuring the buildings and properties for commercial use. Therefore, the doctrine of estoppel would apply to the action sought to be taken by the 4<sup>th</sup> respondent to challenge such establishments.



2025:KER:33192

WP(C)No.1816 of 2015  
And COC No. 751 of 2022

40

29. The counsel also argued on the limitation of jurisdiction of this Court under Article 226 in the background that this is an issue between a co-operative society and its members where alternative remedies are available.

30. The primary contention of the counsel for the respondent with respect to building rules is replied by Sri.Anil Sivaraman, the counsel for the petitioners on the strength of Rule 11 of the KMBR, 2009 which states the grounds on which approval of site or permission to construct or reconstruct a building may be rejected. On the strength of **Philip George** supra it is contended that any violation of the provisions of rules, the Secretary of the Municipality is bound to interfere with, either by rejecting the application or by taking corrective steps against such violation. The arguments based on the structural plan are also replied by the counsel for the petitioners stating that such arguments cannot be accepted in the factual circumstances of the case wherein the assignment of land itself is for specific purpose which cannot be mingled with zonal regulation on the strength of **Haridas** supra. Similarly, the contention with respect to Sections 10 & 11 of the TP Act is also replied by the counsel for the petitioners stating that the same





2025:KER:33192

WP(C)No.1816 of 2015  
And COC No. 751 of 2022

41

is applicable in public law domine which would have to be tested on a different yardstick. Here, in the case in hand, assignment of Government land has been done under the provisions of the Kerala Land Assignment Act and the Rules. The purpose of such assignment is explained in the patta which restricts the use of such property other than the construction of residential building. The transfer of such land to persons other than members of the society formed for the purpose is also restricted. This contention is raised on the strength of Section 8 of Kerala Land Assignment Act which is substantiated on the basis of **Gopi v. District Collector** reported in [1990(2) KLT 605], **Laxmamma and others v. State of Karnataka and others** [AIR 1983 Kar 237].

31. The contention that the nature of such transaction comes under Section 23 of the Indian Contract Act 1872, being a contractual transaction between the 6<sup>th</sup> respondent and the allottees, any restriction in those conditions cannot be binding on the third party or subsequent purchaser cannot be accepted. Any restrictions on the enjoyment of such assignment are against the public policy and are void under the provisions of Sections 10 & 11 of the Contract Act and



2025:KER:33192

WP(C)No.1816 of 2015  
And COC No. 751 of 2022

42

violative of Article 300A of the Constitution also cannot be accepted. It is also replied stating that those contentions cannot be sustained in the light of the decision in **Zoroastrian Co-operative Housing Society Ltd. and another v. District Registrar, Co-operative Societies (Urban) and Others** [2005 (5) SCC 632] dealing specifically with the rights and obligations of a member of a Co-operative Society. Such argument raised by the respondents will have relevance only in a case where validity, legality or propriety of the acts of the government in granting lands are under challenge. Here the facts are different.

32. It is further contended that the doctrine of desuetude cannot be accepted since specific pleadings are required to invoke such doctrine. In the absence of such pleadings, the contention based on such doctrine cannot be accepted. The said argument is supported by a reported decision in **Monnet Ispat and Energy Ltd. V. Union of India and Others** [(2012) 11 SCC 1] which was followed in **Davis and another v. Martin and another** [2014 (2) KLJ 402] and it is asserted that the conditions of assignment imposed under Exts.P5 and P6 were being implemented all through. Since there is no pleading with



2025:KER:33192

WP(C)No.1816 of 2015  
And COC No. 751 of 2022

43

respect to the commencement of contrary practice, the said doctrine cannot be accepted.

33. The further contention with respect to the capacity of the petitioners to challenge the commercialisation is also answered stating that the petitioners are trying to enforce their right against the arbitrary action of the statutory authorities in violation of the conditions of Ext.P5 assignment as the same is in violation of their rights guaranteed under Article 14 of the Constitution. While assigning the land to the 6<sup>th</sup> respondent under Ext.P5 order, certain conditions are annexed to it. On violating the said conditions, being the members of the 6<sup>th</sup> respondent society, their rights under Article 21 of the Constitution for a clean environment and right to privacy are infringed.

34. Such contentions are raised on the strength of the decisions in **Bashesar Nath v. Commissioner of Income Tax and others** [AIR 1959 SC 149] and **Motilal Padampat Sugar Mills Co. Ltd v. State of UP and others** [AIR 1979 SC 621]. It is further contended that on the knowledge of their rights under the assignment, they approached this Court. Thereby, it cannot be contended that the petitioners have waived their right. In the circumstances, the 4<sup>th</sup>



2025:KER:33192

WP(C)No.1816 of 2015  
And COC No. 751 of 2022

44

respondent permitted the conversion of residential plots into commercial ones. Large amounts have been expended by the party respondent, cannot be accepted as an excuse. This position is also argued on the strength of reported decisions in **Union Territory Chandigarh Admn. and others v. Managing Society, Goswami GDSDC and others** [1996 (7) SCC 665], **Maharshi Dayanand University v. Surjeet Kaur** [(2010) 11 SCC 159]. On the strength of the above decisions, it is asserted that the contention with respect to the waiver of rights by the petitioners cannot be sustained.

34. The learned counsel for the petitioner while answering the arguments of the respondents with respect to the limitation of powers exercised under Article 226, contended that there is no absolute prohibition against exercising writ jurisdiction under Article 226 even when alternative remedies are not exhausted. Such contention is raised by stating that this is only a rule of convenience adopted by courts for the proper administration of justice. It is further contended that under the constitutional set-up, the Supreme Court and High Courts have the power to ensure that laws enacted by the Parliament, are in tune with the Constitutional mandate; that the same are



2025:KER:33192

WP(C)No.1816 of 2015  
And COC No. 751 of 2022

45

enforced by the executive in the proper manner, and that the rights of citizens guaranteed under the Constitution are upheld in the enactment or implementation of these laws. Such contention is raised on the strength of the reported decision in **Philip George** supra wherein the petitioner therein alleges infringement of his constitutional rights, in particular, the fundamental right against action by a statutory authority as envisaged under Article 14 of the Constitution as well as the fundamental right for a clean environment under Article 21 of the Constitution. The prayers sought in the writ petition are on constitutional grounds in which the Apex Court held that the exercise of jurisdiction under Article 226 is discretionary in nature and in the exercise of such discretion the court would have to bear in mind the existence of an efficacious alternative remedy, if there is one, which can be availed by the petitioner. In that instant case, the action complained of is one that involves a blatant disregard of the law by all those who ought to have been considered. In fact, that is a matter concerning the Town Planning Act.

35. Similarly, the counsel for the petitioner brought the attention of this Court in **Satish Motilal Bidri v. Union of India** [2024



2025:KER:33192

WP(C)No.1816 of 2015  
And COC No. 751 of 2022

46

(4) KHC 550], wherein it was held that rule of exhaustion of alternative remedy is a rule of discretion and not one of compulsion. Though normally a court may desist from entertaining a writ petition under Article 226 of the Constitution, when effective remedies exist, in exceptional circumstances, the High Court can interfere, especially when the orders or any part of it are ex facie illegal and without jurisdiction. On these background the petitioner seeks to invoke the writ jurisdiction since the direction sought in the writ petition is to the concerned statutory authorities to act strictly in accordance with the binding Statute.

36. It is further contended that the argument of the respondent that the case of the petitioner cannot be accepted in view of Rule 1A of the Kerala Land Assignment Rules, 1964, since the applicability of these rules is specifically exempted in lands in Corporations or Municipal limits. In that respect, it is contended that as evident from Ext.P1 order itself, the 6<sup>th</sup> respondent Society had approached the Government seeking assignment of the land for construction of a residential house in Ernakulam Town as per letter dated 16.01.1964. The said application was preferred under the Kerala Land Assignment



2025:KER:33192

WP(C)No.1816 of 2015  
And COC No. 751 of 2022

47

Act, 1960. However, it was prior to the promulgation of the Rule thereunder which was published as per GO(P) No.200/Rev. dated 23.03.1964. The order of assignment was issued thereafter on 25.01.1965, exercising the powers under Rule 24 of the Kerala Land Assignment Rules. In this regard the counsel for the petitioner pointed out a reported decision of Division Bench in **Pushpavally v. State** [1996 KHC 288], wherein it is held that "Eventhough Government's power to assign the land is not traced to any provision of the Act and the Rules, Rule 24 of the Rules in unmistakable terms confers power on the Government to assign the land. That rule begins with non-obstante clause; notwithstanding anything contained in the Rules, Government may assign land dispensing any of the provisions contained in the Rules and subject to such conditions as they may impose. The only restriction imposed on the Government in this regard is that the assignment should be in public interest. If the Government consider that it is necessary to assign the land in public interest, the order of the Government assigning the land is not open to challenge.....".



2025:KER:33192

WP(C)No.1816 of 2015  
And COC No. 751 of 2022

48

37. Thereby contended that the order of assignment has been effected knowing fully well of the provisions of the Act and the Rules and the same has been allowed to continue for more than 50 years without raising any challenge in between, they cannot raise any contention to the effect that this order is bad for violation of Rule 1(A) of the Rules. The writ petition is preferred for implementation of the order of assignment for a particular purpose in view of Section 8 of the Kerala Land Assignment Act. On these contentions petitioners seek to allow the writ petition.

38. Having considered the arguments raised on both sides, it appears that this is a case between a small group of residents against a larger number in a residential locality. Originally, the land was assigned to the 6<sup>th</sup> respondent-Giri Nagar Housing Society, Kadavanthra on their application made in the year 1960. The basic purpose of the said application by the 6<sup>th</sup> respondent Society is to construct residential buildings for the middle-income group as there was a dearth of quality houses for the said group. On considering the application, the land was assigned to the Society in three stages. Altogether 33.183 Acres were assigned to the Society. Later, the patta





2025:KER:33192

WP(C)No.1816 of 2015  
And COC No. 751 of 2022

49

relating to the lands in the Giri Nagar Housing Colony Scheme was also granted to the 6<sup>th</sup> respondent. The terms of the patta were for the construction of residential houses alone. Though this fact is admitted by Government through their counter affidavit it is not stated that they have taken any steps for violating the terms of the patta or the assignment. In fact, the Government have taken an evasive stand by stating that the land was assigned for the sole purpose of constructing residential houses but silent about the alleged violation.

39. But on considering the further arguments by the 6<sup>th</sup> respondent society as per the terms of assignment, Society has constructed the residential buildings and handed them over to its members on accepting specific considerations. In return the society also paid the entire amount owing to the Government on such assignment. Even on a point it is stated that an excess amount had been paid to the Government towards the value of land. Thereafter the roads in the colony were vested with the 4<sup>th</sup> respondent Corporation. Maintenance and management are with the Corporation. Such contention is taken by the Society to show that after its obligation to construct and hand over the residential building, the land assigned



2025:KER:33192

WP(C)No.1816 of 2015  
And COC No. 751 of 2022

50

to the Society has been handed over to its members which is also recognized by the Government. Thereby, the purpose of the assignment has been completed. After the passage of time, many of the occupants have transferred their rights multiple times, and the purpose of the assignment has come to an end. Due to the change in circumstances, it appears that the said assigned plots became unaffordable to the middle-income group. Even certain members of the 6<sup>th</sup> respondent society approached the society to permit to continue their tenants who are commercial in nature. Such prayer is made for their survival. These humanitarian aspects need to be considered while assessing the challenge made by the petitioners regarding the change in the nature of the assignment.

40. At this point, the status of the petitioners, whether they belong to the middle-income group or not, should also be considered. Though such aspect is raised during the arguments, those arguments have not been replied by revealing their *locus standi* to raise such objection against converting the assignment.

41. As far as the contention raised by the 4<sup>th</sup> respondent Corporation, I do not find any reason to decline the contention raised



2025:KER:33192

WP(C)No.1816 of 2015  
And COC No. 751 of 2022

51

by the Corporation, since, as per the existing Town Planning Scheme, the area in question comes under the mixed zone. Therefore, there is no violation of the Building Rules. Even if there is such violation, the petitioners are bound to approach appropriate forum for availing relief.

42. The other factor involved in this case is that, ultimately this is a dispute between the members of a society and the society. Since the land is originally assigned to the society, the society has constructed the residential buildings in accordance with the assignment conditions and handed it over to their members upon accepting specific consideration. Moreover, the society has also completed its obligation to the Government by paying back the land value in accordance with the conditions of assignment. What remains is the change of usage of the premises so assigned by the 6<sup>th</sup> respondent society to its members. The said society is registered under the Co-operative Societies Act. So the dispute raised in the writ petition primarily comes as a dispute between the society and its members for which specific remedies are provided under the provisions of Co-operative Societies Act.

43. In order to circumvent these alternative remedies and to invoke the jurisdiction of this Court, the petitioners have taken shelter



2025:KER:33192

WP(C)No.1816 of 2015  
And COC No. 751 of 2022

52

under Articles 14 and 21 of the Constitution which I am not convinced. As rightly held in **Philip George** supra, the exercise of jurisdiction under Article 226 is discretionary in nature and in exercise of such discretion this Court would have to bear in mind the existence of an efficacious alternative remedy. If such remedies are available to the petitioners, the petitioners would have to avail the same prior to approaching this Court before preferring a writ petition. Similarly, in **Satish Motilal** supra it is reiterated by the Hon'ble Apex Court that

"7. However, the rule of extinction of alternative remedy is a rule of discretion and not one of compulsion. Though normally court may desist from entertaining a writ petition under Article 226 of the Constitution, when effective remedies exist, in exceptional circumstances, the High Court can interfere, especially when the orders or any part of it are ex facie illegal and without jurisdiction."

44. Here, in the case on hand, the petitioner wants to implement the conditions of assignment which was made as early as in 1960s. The petitioners are in oblivion of the rights of the other members who are occupying the premises. As stated earlier, some of the members approached the society to permit them to change their occupancy for the sake of their livelihood. The petitioners who may be in a higher pedestal of financial capacity may not be bothered about such



2025:KER:33192

WP(C)No.1816 of 2015  
And COC No. 751 of 2022

53

situations. They might be only bothered about their rights available to them under Articles 14 and 21.

45. In the context of globalization and rapid urban development, particularly with the growth of trade, commerce, and city life, drawing a clear distinction between residential and non-residential premises in towns, cities, and metropolitan areas has become increasingly challenging. With space being a scarce resource, people are compelled to make the most efficient use of the available land. As a result, commercial establishments have inevitably emerged even within residential areas. Such commercial usage is no longer seen as an exception but rather as a practical necessity of modern urban living. The current lifestyle—characterized by time constraints, long commutes, and a preference for convenient access to essential services—has led to a growing demand for schools, colleges, shops, banks, hospitals, nursing homes, religious places, and other facilities within residential neighbourhoods. Many housing societies now make express provisions for such mixed usage, and this trend is not only accepted but often welcomed by the majority of residents. Raising objections solely on the ground that non-residential use is



2025:KER:33192

WP(C)No.1816 of 2015  
And COC No. 751 of 2022

54

impermissible in residential societies appears to ignore the practical realities of modern urban living. Such resistance, more often than not, stems from personal grievances or vested interests rather than genuine community concerns. In contrast, the majority of residents recognize the benefits of integrated living spaces and do not consider such developments objectionable.

46. On the aforementioned observations, I deem that the prayer sought in the writ petition cannot be granted, nor are those contentions worth warranting the exercise of discretion under Article 226 of the Constitution of India. Accordingly, the prayers sought in the writ petition cannot be entertained. However, the decline of the prayers in the writ petition will not be a flag off to an enmassed conversion to commercial occupancy from residential occupancy, but a full stop. This dismissal is only meant not to set the clock back. The Government, as well as the Cochin Corporation, shall be vigilant against further conversion of residential occupancy to commercial occupancy, which will affect the basic nature of residential occupancy area and will affect their right to have a decent life under Article 21 of the Constitution



2025:KER:33192

WP(C)No.1816 of 2015  
And COC No. 751 of 2022

55

of India. Any future application for converting the residential occupancy to a commercial nature shall be viewed accordingly.

Accordingly, the Writ Petition is dismissed.

In the light of the above finding, the Contempt Case is closed.

Sd/-

**P.M.MANOJ**  
**JUDGE**

tth



2025:KER:33192

WP(C)No.1816 of 2015  
And COC No. 751 of 2022

56

APPENDIX OF CON.CASE(C) 751/2022

**PETITIONER ANNEXURES**

<b>Annexure A1</b>	TRUE COPY OF INTERIM ORDER DATED 15.6.2015 IN I.A.NO. 7179/15 IN WP(C) NO. 1816 OF 2015
<b>Annexure A2</b>	TRUE COPY OF INTERIM ORDER DATED 15.6.2015 IN I.A. 7179 OF 2015 IN WPC 1816/2015
<b>Annexure A3</b>	CERTIFIED COPY OF INTERIM ORDER DATED 12.2.2019 IN I.A.NO 1 OF 2019 IN WPC 1816/2015
<b>Annexure A4</b>	TRUE COPY OF THE BUILDING PERMIT NO. KRP/108/18 ISSUED BY THE KOCHIN CORPORATION
<b>Annexure A5</b>	TRUE COPY OF THE PHOTOGRAPH
<b>AnnexureA6</b>	TRUE COPY OF THE PHOTOGRAPH
<b>AnnexureA7</b>	TRUE COPY OF THE PHOTOGRAPH
<b>AnnexureA8</b>	TRUE COPY OF THE PHOTOGRAPH
<b>AnnexureA9</b>	TRUE COPY OF THE PHOTOGRAPH
<b>AnnexureA10</b>	TRUE COPY OF THE PHOTOGRAPH

**RESPONDENT ANNEXURES**

<b>ANNEXURE R1(a)</b>	A true copy of Complaint issued by Secretary, Kochi Municipal Corporation dated 11/08/2022 to Station House Officer, Town Police Station
<b>ANNEXURE R(b)</b>	A true copy of Order No: KRP1-463/15 dated 11.08.2022
<b>Annexure R3(a)</b>	A true copy of Counter Affidavit and an Inter Locutory application to vacate the order in I A No: 7179/2015 dated 15.06.2015 and I.A. No. 1 of 2022 in WP-C No. 1816/2015
<b>Annexure R3(b)</b>	A true copy of the order in I.A. No. 1/2022 in WP-C No. 1816/2015 dated 16-08-2022





2025:KER:33192

WP(C)No.1816 of 2015  
And COC No. 751 of 2022

57

**PETITIONER ANNEXURES**

**Annexure A11**                      **A TRUE COPY OF THIS INTERIM ORDER DATED  
12.12.2022 IN W.P. (C)NO. 1816 OF 2015 OF THIS  
HON'BLE COURT**

**Annexure A12**                      **A TRUE COPY OF THE ORDER NO KRP 1-463 15 DATED  
19.1.2023 ISSUED BY THE SECRETARY, COCHIN  
CORPORATION**



2025:KER:33192

WP(C)No.1816 of 2015  
And COC No. 751 of 2022

58

APPENDIX OF WP(C) 1816/2015

**PETITIONER EXHIBITS**

TRUE COPY OF GOVT.ORDER DTD.25.1.1965.

TRUE COPY OF LETTER OF 3RD RESPONDENT  
DTD.27.1.1965.

TRUE COPY OF GOVT.ORDER DTD.11.11.1968.

TRUE COPY OF AGREEMENT.

TRUE COPY OF PATTA NO.1142/1987 ISSUED TO THE  
6TH RESPONDENT.

TRUE COPY OF TITLE DEED OF ALLOTMENT IN GIRI  
NAGAR COLONY.

TRUE COPY OF APPROVED LAY OUT PLAN OF GIRI  
NAGAR COLONY.

EXHIBIT P8 TRUE COPY OF LETTER DTD.18.6.2013.

EXHIBIT P8 TRUE COPY OF LETTER DTD.12.3.2013.

EXHIBIT P8 TRUE COPY OF LETTER DTD.8.2.2014.

TRUE COPY OF LETTER DTD.21.12.2012.

EXHIBIT P9 TRUE COPY OF COMPLAINT DTD.10.5.2014.

EXHIBIT P9 TRUE COPY OF LETTER DTD.31.5.2014.

EXHIBIT P10 TRUE COPY OF THE MEMORANDUM DTD.24.7.2014.

EXHIBIT P11 TRUE COPY OF JUDGMENT DTD.13.8.98 IN WA  
NO.1629/98.

**RESPONDENT EXHIBITS**

EXHIBIT-R10 (A) A TRUE COPY OF THE NOTICE OF TERMINATION OF  
LEASE DATED 1/4/2015 ISSUED BY THIS RESPONDENT



2025:KER:33192

WP(C)No.1816 of 2015  
And COC No. 751 of 2022

59

ALONG WITH THE POSTAL RECEIPT.

EXHIBIT-R8 (a)	TRUE COPY OF THE LEASE DEED DATED 6/2/2014 EXECUTED BY THE 6TH RESPONDENT.
EXHIBIT-R8 (b)	TRUE COPY OF THE CERTIFICATE OF REGISTRATION DATED 3/5/2007.
EXHIBIT-R8 (c)	TRUE COPY OF THE RECEIPT DATED 23/2/2015 ISSUED BY CORPORATION OF COCHIN.
EXHIBIT-R8 (d)	TRUE COPY OF THE LETTER DATED 25/9/2001 ISSUED BY THE 6TH RESPONDENT.
EXHIBIT-R8 (e)	TRUE COPY OF THE REPLY LETTER DATED 11/10/2001 SENT BY THE SOCIETY.
EXHIBIT-R8 (f)	TRUE COPY OF THE REGISTERED LEASE DEED DATED 26/11/2003 EXECUTED BY 8TH RESPONDENT.
EXHIBIT-R9 (a)	TRUE COPY OF THE LEASE DEED ENTERED INTO BETWEEN THE 6TH RESPONDENT SOCIETY AND THE POSTAL DEPARTMENT.
EXHIBIT-R9 (b)	TRUE COPY OF THE LETTER DATED 19/9/2003 FROM THE SENIOR SUPERINTENDENT OF POST OFFICES, ERNAKULAM DIVISION TO THE SECRETARY OF THE 6TH RESPONDENT INTIMATING THE FACT OF THE PROPOSAL TO SHIFT THE POST OFFICE TO CHERUPARAMBATHU ROAD.
EXHIBIT-R9 (c)	TRUE COPY OF THE LEASE DEED DATED 1/6/2014 EXECUTED BY THE 9TH RESPONDENT.
EXHIBIT-R9 (d)	TRUE COPY OF THE LICENSE ISSUED BY THE COCHIN CORPORATION DATED 16/5/2014.
EXHIBIT-R-143 (a)	TRUE COPY OF THE RECEIPT FOR PAYMENT OF PROPERTY TAX DATED 14/3/2016 IN RESPECT OF BUILDING NO. 28/33ID2 FOR THE 2ND HALF YEAR OF 2015-16.
EXHIBIT-R-24 (a)	TRUE COPY OF THE BUILDING PERMIT NO. KRPI 408/06 ISSUED BY THE 4TH RESPONDENT CORPORATION DATED 21/8/2006.



2025:KER:33192

WP(C)No.1816 of 2015  
And COC No. 751 of 2022

60

EXHIBIT-R24 (b)	TRUE COPY OF THE GOVERNMENT ORDER G.O. (Rt) NO.1083/2002/LSGD DATED 7/5/2002.
EXHIBIT-R24 (c)	TRUE COPY OF THE ACKNOWLEDGEMENT DATED 2/3/2016 ISSUED BY THE 4TH RESPONDENT TOWARDS THE TAX AMOUNTS PAID BY THE RESPONDENT.
EXHIBIT-R6 (a)	TRUE COPY OF THE LETTER DATED 29/7/1987.
EXHIBIT-R6 (b)	TRUE COPY OF THE LETTER DATED 11/11/1986
EXHIBIT-R6 (c)	TRUE COPY OF THE COMPLAINT RECEIVED BY THE 6TH RESPONDENT DATED 22/1/2017
EXHIBIT-R6 (d)	TRUE COPY OF COMPLAINT RECEIVED BY THE 6TH RESPONDENT DATED 23/1/2017
EXHIBIT-R6 (e)	TRUE COPY OF COMPLAINT RECEIVED BY THE 6TH RESPONDENT DATED 23/1/2017
EXHIBIT-R6 (f)	TRUE COPY OF COMPLAINT RECEIVED BY THE 6TH RESPONDENT DATED 23/1/2017
EXHIBIT-R6 (g)	TRUE COPY OF COMPLAINT RECEIVED BY THE 6TH RESPONDENT DATED 24/1/2017
EXHIBIT-R6 (h)	TRUE COPY OF COMPLAINT RECEIVED BY THE 6TH RESPONDENT DATED 24/1/2017
EXHIBIT-R6 (i)	TRUE COPY OF COMPLAINT RECEIVED BY THE 6TH RESPONDENT DATED 30/1/2017
EXHIBIT R159 (A)	TRUE COPY OF BUILDING PERMIT DATED 8.11.2016 ISSUED BY KOCHI MUNICIPAL CORPORATION TO THE 159TH RESPONDENT.
Exhibit R1	TRUE COPY OF 12 A REGISTRATION PROCEEDINGS OF THE COMMISSIONER OF INCOME TAX DATED 11.01.2006 OF THE TRUST.
Exhibit R49 2	TRUE COPY OF THE SALE DEED NO. 2785/2015
Exhibit P49 (3)	TRUE COPY OF THE LAND TAX RECEIPT DATED 27.04.2022



2025:KER:33192

WP(C)No.1816 of 2015  
And COC No. 751 of 2022

61

Exhibit R 49(4)	TRUE COPY OF THE PROPERTY TAX RECEIPT DATED 16.09.2020
Exhibit P 49 (5)	TRUE COPY OF THE RECEIPT OF THE ONLINE APPLICATION FOR BUILDING PERMIT
Exhibit R49 (6)	TRUE COPY OF THE COMMUNICATION NO. KRP1/108/2016 BY THE SECRETARY, KOCHI MUNICIPAL CORPORATION DATED 05.05.2018
Exhibit R49 7	TRUE COPY OF THE JUDGMENT IN WPC NO. 34791/2019 DATED 10.11.2020
Exhibit R49(14)	PHOTOGRAPH EVIDENCING CURRENT STATUS OF THE SUBJECT PROPERTY.
Exhibit R 135(1)	TRUE COPY OF THE SALE DEED DATED 24/10/2011 HAVING NUMBER 4609 OF 2011 OF S.R.O., ERNAKULAM
Exhibit R1135(2)	TRUE COMPUTER TYPED COPY OF G.O.MS, NO.79/65/HLD DATED 25/01/1965
Exhibit R 135(3)	THE TRUE COPY OF THE JUDGMENT DATED 29/01/2021 IN WPC NO.26069 OF 2020 ON THE FILES OF THE HON'BLE HIGH COURT OF KERALA
Exhibit R 135(4)	THE TRUE COPY OF THE SITE APPROVAL AND BUILDING PERMIT HAVING PERMIT NUMBER KRP1/62/2021 DATED 19/3/2021
Exhibit R 135(5)	THE TRUE COPY OF THE STOP MEMO DATED 23/4/2022 HAVING NUMBER KRP1-463/2015 ISSUED BY THE SECRETARY KOCHI MUNICIPAL CORPORATION
Exhibit R 135(6)	THE TRUE COPY OF THE LETTER DATED 27/4/2022 ISSUED BY THIS RESPONDENT TO THE SECRETARY KOCHI MUNICIPAL CORPORATION
Exhibit R 135(7)	TRUE COPY OF RECEIPT DATED 29/4/2022 ISSUED BY THE SECRETARY KOCHI MUNICIPAL CORPORATION
Exhibit R 135(8)	TRUE COPY OF INTERIM ORDER DATED 10/5/2022 IN WPC NO. 15533 OF 2022
Exhibit R 135(9)	TRUE COPY OF JUDGMENT DATED 12/8/2022 IN WPC



2025:KER:33192

WP(C)No.1816 of 2015  
And COC No. 751 of 2022

62

NO.15533 OF 2022

Exhibit R 135(10)	TRUE COPY OF ORDER NO.KRP1-463/15 DATED 11/8/2022 ISSUED BY THE SECRETARY, MUNICIPAL CORPORATION, KOCHI
Exhibit R 135(11)	TRUE COPY OF OBJECTION CUM APPLICATION DATED 20/8/2022 SUBMITTED BY THIS RESPONDENT BEFORE THE SECRETARY, CORPORATION OF KOCHI
Exhibit R128(a)	TRUE COPY OF THE SIGNED AGREEMENT DATED 5/7/1965
Exhibit R128(b)	TRUE COPY OF VIDE ORDER NO.G.O.RT.NO 25/87/HOUSING DATED 18/2/1987
Exhibit R128(c)	TRUE COPY OF PATTA BEARING NO.1142 DATED 25/4/1987 ISSUED BY 5TH RESPONDENT
Exhibit R167(f)	Building agreement dated 20-08-2011
Exhibit R128(d)	TRUE COPY OF G.O.NO. (RT) 536/71/1.AD DATED 6/4/1971
Exhibit R128(e)	TRUE COPY OF LETTER FROM THE 3RD RESPONDENT DATED 29/7/1987 BEARING VIDE NO.F8-114910/82
Exhibit R167(l)	The True copy of the Division Bench Judgement dated 05/04/2016 in W.P. (C) No. 24152 of 2015 and WA 327 of 2016
Exhibit R167(j)	True Copy of Notarised Affidavit - Dr. Philip John
Exhibit R128(f)	TRUE COPY OF PATTA ISSUED BY THE RESPONDENT TAHSILDAR ON 2/3/2001
Exhibit R128(g)	TRUE COPY OF ORDER GO (MS) 111/71/LAD DATED 27/7/1971
Exhibit R167(k)	True Copy of Order dated 19/02/2016 in IA2030/2016 in WPC 1816/2015
Exhibit R167(c)	True copy of Extract of Agreement Dated 01-12-2014 of Addl Respondent R137 - CDS Architects



2025:KER:33192

WP(C)No.1816 of 2015  
And COC No. 751 of 2022

63

**Exhibit R49 (15)** TRUE COPY OF THE PROCEEDINGS DATED 14/11/2022  
BEARING REFERENCE NO. KRPI/463/2015 ISSUED BY  
THE SECRETARY, KOCHI MUNICIPAL CORPORATION

**PETITIONER EXHIBITS**

**Exhibit R49(11)** TRUE COPY OF THE STOP MEMO NO.KRP 1 - 463/ 2015  
DATED 23.04.2022.

**RESPONDENT EXHIBITS**

**Exhibit R167(d)** True Copy of Agreement dated 06-05-2015 of Addl  
Respondent R142

**Exhibit R49(16)** TRUE COPY OF THE INTERIM ORDER DATED 18/12/2022  
IN CONTEMPT CASE (C) NO.751/2022.

**Exhibit R167(a)** True copy of Rental Agreement dated 05-03-2014  
of Addl Respondent R136 M/S Focaloid  
Technologies,

**Exhibit R167(e)** True Copy of Agreement dated 01-05-2015 of Addl  
Respondent R143

**Exhibit R49(17)** TRUE COPY OF THE STOP MEMO DATED 07/12/2022  
ISSUED BY THE ASSISTANT EXECUTIVE ENGINEER OF  
THE COCHIN CORPORATION.

**Exhibit R167(g)** True copy of Agreement dated 02-07-2001of  
Additional Respondent R152

**Exhibit R49(18)** TRUE COPY OF THE INTERIM ORDER DATED 18/11/2022  
PASSED IN CONTEMPT CASE (C) NO.751/2022.

**RESPONDENT EXHIBITS**

**Exhibit R169(a)** TRUE COPY OF LEASE DEED

**RESPONDENT EXHIBITS**

**Exhibit R167(h)** True copy of Agreement dated 01-07-2012 of  
Additional Respondent R152

**RESPONDENT EXHIBITS**



2025:KER:33192

WP(C)No.1816 of 2015  
And COC No. 751 of 2022

64

**Exhibit R169(b) TRUE COPY OF AADHAAR**

**RESPONDENT EXHIBITS**

**Exhibit R167(i) True copy of Agreement dated 01-07-2022 of  
Additional Respondent R152**

**Exhibit R167(b) True copy of renewal agreement dated 05-02-2015  
of Addl Respondent R136 M/S Focaloid  
Technologies**

**Exhibit R49 (19) A TRUE COPY OF THE ORDER DATED 19.01.2023  
ISSUED BY THE SECRETARY, KOCHI MUNICIPAL  
CORPORATION**

**Exhibit R49 (20) A TRUE COPY OF THE COMPLETION CERTIFICATE DATED  
15.02.2023 ISSUED BY SHRI.JACOB CHERIAN,  
M.ARCH.**

**Exhibit R49 (P21) A TRUE COPY OF THE RECEIPT OF THE APPLICATION  
FOR OCCUPANCY AND NUMBERING**

**Exhibit R49 (22) TRUE OF THE REPORT DATED 20.05.2023 BEARING NO.  
KRP1/108/18 ISSUED BY THE CORPORATION, OBTAINED  
BY THE PETITIONER VIA RTI .**

**Exhibit R128(h) TRUE COPY OF NOTARISED POWER OF ATTORNEY**

**Exhibit R128(i) TRUE COPY OF NOC**

**Exhibit R128(j) CERTIFIED COPY OF IA 7179 OF 2015 IN WPC 1816  
OF 2015 FILED ON 29.05.2015**

**Exhibit R128(k) CERTIFIED COPY OF THE INTERIM ORDER IN IA 7179  
OF 2015 IN WPC 1816 OF 2015 DATED 15.06.2015**

**Exhibit R128(l) CERTIFIED COPY OF IA 1 OF 2019 IN WPC 1816 OF  
2015 DATED 30.01.2019**

**Exhibit R128(m) CERTIFIED COPY OF THE INTERIM ORDER IN IA 1 OF  
2019 IN WPC 1816 OF 2015 DATED 12.02.2019**

**Exhibit R128(n) TRUE COPY OF JUDGMENT DT 27.02.2019 IN WPC  
1491/2019 .**





2025:KER:33192

WP(C)No.1816 of 2015  
And COC No. 751 of 2022

65

Exhibit R128(o)	TRUE COPY OF ORDER DT 21.10.2020 IN WPC 19322/2020.
Exhibit R128(p)	TRUE COPY OF ORDER BY SECRETARY, CORPORATION OF COCHIN, BEARING REF: KRP1 -160/16 DT 17.02.2021
Exhibit R128(q)	TRUE COPY OF CORPORATION HEARING ORDER BEARING REF: KRP1-463/15 DT. 19.01.2023 - AND ITS ENGLISH TRANSLATION
Exhibit R128(r)	TRUE COPY OF THE REPRESENTATION DT. 25.01.2023 MADE BY THE PETITIONER HEREIN TO THE SECRETARY - CORPORATION OF COCHIN
Exhibit R128(s)	TRUE COPY OF A REPRESENTATION DT. 27.01.2023 MADE TO THE SECRETARY - CORPORATION OF COCHIN
Exhibit R128(t)	TRUE COPY OF A REPRESENTATION DT. 25.01.2023 MADE TO THE SECRETARY - CORPORATION OF COCHIN
Annexure-1	True copy of the report submitted before the honorable high court of kerala in wp(c)no.1816/2015 dated 21.05.2024
Exhibit R128(u)	TRUE COPY OF A FOLLOWUP REPRESENTATION DT. 30.06.2023 MADE TO THE SECRETARY - CORPORATION OF COCHIN
Annexure-2	True copy of the list of buildings in giri nagar (div 55)
Exhibit R128(v)	TRUE COPY OF A FOLLOWUP REPRESENTATION DT. 30.06.2023 MADE TO THE SECRETARY - CORPORATION OF COCHIN
Annexure-3	True copy of the sketch of giri nagar colony