

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

**PRESENT :**

**THE HONOURABLE MR. JUSTICE ANTONY DOMINIC**

**MONDAY, THE 31ST MARCH 2008 / 11TH CHAITHRA 1930**

**WP(C).No. 10487 of 2008(W)**  
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**PETITIONER:**  
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**DILEEPKUMAR.V.S.,  
VAYAKKATTIL HOUSE, P.O.ENGANDIYOOR,  
THRISSUR DISTRICT.**

**BY ADV. SRI.M.V.BOSE  
SRI.VINOD MADHAVAN  
SMT.NISHA BOSE**

**RESPONDENT:**  
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**THE SUPERINTENDING ENGINEER,  
N.H.CENTRAL CIRCLE, VYTTILA, KOCHI.**

**BY GOVT.PLEADER SRI.I.V.PRAMOD**

**THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION  
ON 31/03/2008, THE COURT ON THE SAME DAY DELIVERED THE  
FOLLOWING:**

**ANTONY DOMINIC, J.**

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**W.P.(C) NO. 10487 OF 2008 W**  
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**Dated this the 31<sup>st</sup> day of March, 2008**

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

The petitioner is a toll contractor and Ext.P1 is the agreement. Petitioner submits that by Ext.P3, a total payment of Rs.40,73,502/- is demanded. Though the petitioner does not dispute the liability to pay the amount, all that he is seeking is that he may be granted some time to settle the liability.

2. Learned government Pleader on instructions submits that in terms of the contract between the parties, if amount is not remitted before the 10<sup>th</sup> day after, it is due, licence is liable for termination forfeiting the security deposit and the contract itself is liable to be rearranged at the risk and cost of the contractor.

3. In view of the admitted position that amount remains unpaid from 24/12/2007 and in terms of the aforesaid rigorous clause of the agreement, I am not inclined to dilute the contractual provisions exercising the power of this court under writ jurisdiction.

Writ petition fails and is dismissed.

**ANTONY DOMINIC,JUDGE.**

Rp