

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

Date of decision: 20th April, 2012

+ **W.P.(C) No.7587/2010**

% **SMT. NIRMALA KWATRA** **....Petitioner**
Through: Mr. Sanat Kumar, Adv.

Versus

INDIAN OIL CORPORATION LTD. & ORS. Respondents
Through: Mr. Kunal Kalra, Adv.

CORAM :-
HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

JUDGMENT

RAJIV SAHAI ENDLAW, J.

1. The petition impugns the letter dated 29.12.2008 of the respondent No.1 Indian Oil Corporation (IOC) of termination of retail outlet dealership of the petitioner and seeks mandamus to the respondent No.1 IOC to restore the said dealership and further seeks to restrain the respondent No.1 IOC from, in pursuance to public advertisement dated 15.10.2010 appoint any other dealer with respect to the said outlet. The writ petition came up before this Court first on 22.11.2010 when owing to the plea of the petitioner that her representation against the termination of her dealership had not been disposed of by the respondent No.1 IOC, the writ petition was disposed of by directing the IOC to within six weeks dispose of the said representation / appeal after granting an opportunity of hearing to the petitioner; it was further directed that till the disposal of the said representation, the retail outlet with respect whereto the petitioner was the dealer be not be allotted to

anyone else. The respondent No.1 IOC filed CM No.331/2011 stating that there was no provision of appeal against the decision on the ground on which the dealership of the petitioner had been terminated; it was however stated that the representation of the petitioner to the Minister of State for Petroleum and Natural Gas against the termination of dealership had been duly considered by the Hon'ble Minister and after examining the records of the respondent IOC, the representation were rejected. The respondent IOC as such, sought clarification / modification of the order dated 22.11.2010 disposing of the writ petition. In view of the said stand of the respondent No.1 IOC, the order dated 22.11.2010 disposing of the writ petition was recalled. Considering the nature of the controversy raised, the counsel for the petitioner and the counsel for the respondent No.1 IOC were heard finally; need was not felt to call for the counter affidavit; liberty was however given to the counsels to file synopsis of submissions. Synopsis of submissions has been filed by the counsel for the petitioner.

2. The petitioner had entered into an agreement dated 28.02.2000 titled "Petrol / HSD Pump Dealer Agreement for Corporation Owned / Leased Pumps" with the respondent No.1 IOC, whereunder the respondent No.1 IOC had appointed the petitioner as its dealer for retail sale or supply at the retail outlet of the respondent No.1 IOC at Sector-4, Phase-I, Dwarka, New Delhi. The respondent No.1 IOC under the said Agreement also granted to the petitioner leave and licence and permission for the duration of the Agreement to enter the premises of the said retail outlet and to use the same for the sole and exclusive purpose of storing, selling and handling the products purchased by the petitioner from the respondent No.1 IOC. The

said Agreement, as per Clause 3 thereof was for a period of five years from the date of execution thereof and to continue thereafter for successive period of one year each until determined by either party by giving three months notice in writing to the other or earlier in terms of Clause 56 thereof.

3. The respondent No.1 IOC vide its letter dated 14.02.2008, with reference to a joint surprise inspection carried out of the said retail outlet on 01.12.2007, asked the petitioner to submit various documents including income tax return along with balance sheet for the previous five years, certificate of bankers, copy of PAN No. etc. The petitioner under cover of her letter dated 21.02.2008 submitted the documents. The respondent No.1 IOC however served a notice dated 20.03.2008 on the petitioner to show cause as to why action of termination of Agreement should not be taken on account of breaches on the part of the petitioner specified in the said notice. It was *inter alia* stated in the said notice:

“As per Clause 45 of the Dealership Agreement, it is a paramount condition of the Agreement that the partners of the firm, shall take active part in the management and running of the Retail Outlet and shall personally supervise the same and shall not under any circumstances do so through any other person, firm or body. However, in violation of the said clause, you have been found to have executed the following documents in favour of other persons:

- 1. A General Power of Attorney dated 10th February, 2001 in favour of one Shri Ajay Kumar Mittal for operating the Retail Outlet on your behalf,*
- 2. A Partnership Deed with Shri Ajay Mittal and Gaurav Mittal vide an agreement dated 10th February, 2001 where majority shares (98%) in the Dealership Agreement have been transferred in*

their favour,

3. *A Will dated 10th February, 2001 in transferring the dealership rights of M/s Raman Petroways in favour of Shri Ajay Mittal and Gaurav Mittal.*

Clause 46 of the Dealership Agreement clearly enunciates that the dealer shall not enter into any arrangement whereby the operations of the Dealership are controlled or may be controlled or financed by any other person or company whether directly or indirectly without prior written consent of the Corporation. However, in clear violation of the said clause you have executed a partnership deed without the knowledge or written consent of the Company, wherein it has been stated that entire investments in the business has been made and in future also investments shall be made by the second and third parties i.e. Shri Ajay Mittal and Gaurav Mittal and all movable and immovable assets of the firm i.e. showroom, godown premises etc. shall belong and remain property of the second and third parties and shall be in their exclusive possession. In this regard, the Retail Outlet being 'A' site, the site and all the outfits belong to the Corporation as also specifically mentioned in the Agreement, these cannot be transferred by the dealer in favour of any body. Further, on clear reading of this clause, it is quite evident that the Retail Outlet has been conceived, given shape, started and run by Shri Ajay Mittal and Gaurav Mittal and not by you. You have been only the signatory to the documents sent to or executed with the Corporation. Furthermore, Clause 10 of the Partnership Deed apportions the 98% profit of the Retail Outlet to Shri Ajay Mittal and Gaurav Mittal where as you have retained with you mere 2% profit. The averments made in Clauses, 5, 10 and 25 specifically apart from other averments made in the Partnership Deed executed by you actually converts it to a Transfer Deed.

When confronted with these documents, you have accepted having executed these documents and have in fact identified your signatures and certified having executed these documents on the photocopies of these documents. On perusal of the GPA, the Partnership Deed and the Will and from your conduct, it is clearly established that you have transferred the dealership in favour of Sh. Ajay Mittal and Gaurav Mittal.

It has also been observed and noted that whenever our Field Officer has visited the Retail Outlet for inspection or otherwise, you have been mostly not available at the Retail Outlet. Inspection Reports are signed by the aforesaid Sh. Ajay Mittal on your behalf. It has been difficult for our Field Officer to contact you even on phone.

The above acts of yours are not only serious breaches of the terms and conditions of the Dealership Agreement more specifically Clauses 35,45 and 46(i) apart from others but also adversely affect the image and good name of the Corporation and its products.”

4. The petitioner submitted a reply dated 09.04.2008 to the aforesaid show cause notice stating *inter alia*:

- (i) that she was allotted the aforesaid retail outlet on compassionate grounds in the ‘Defence Category’, being the widow of a senior defence officer;
- (ii) that though she had applied against an advertisement for a petrol pump site located in Tughlakabad Extension in South Delhi which was close to her residence at Greater Kailash,

Part-II, New Delhi but was allotted the site aforesaid at Dwarka;

- (iii) that though she was reluctant to accept the Dwarka site for the reason of being far away from her residence and her ill health but was assured that she can take the help of close friends and relatives in running the said retail outlet and had accepted the said site on such assurance;
- (iv) that since she was unable to devote full time to the running of the petrol pump, she had been taking help, both financially and physically, from one Mr. Ajay Mittal who was the brother of her daughter-in-law;
- (v) that since the said Mr. Ajay Mittal was busy in his own affairs, he had introduced the petitioner to one Mr. Gaurav Mittal who was in turn well known to the family of Mr. Ajay Mittal;
- (vi) said Mr. Gaurav Mittal also started helping the petitioner at the said petrol pump;
- (vii) that sometimes in the year 2001, a Partnership Deed qua the said business of petrol pump was executed between the petitioner, Mr. Ajay Mittal and Mr. Gaurav Mittal and the petitioner had also executed a Power of Attorney qua the said business in favour of Mr. Ajay Mittal and Mr. Gaurav Mittal;
- (viii) that the petitioner had approached the concerned officer of the respondent No.1 IOC for taking permission but was advised that no re-constitution was permissible before the expiry of three years from the date of commissioning of retail outlet; as such the Partnership Deed and the Power of Attorney were not

- got registered and did not come into effect and the partnership was also dissolved and the Power of Attorney revoked;
- (ix) however since the petitioner continued to face difficulties in running the retail outlet, she nevertheless continued with Mr. Gaurav Mittal on a part time basis;
 - (x) that the surprise inspection on 01.12.2007 was at the behest of one Mr. Sanjay Gupta earlier employed at the said retail outlet as an Accountant and who had been removed; that the petitioner was found at the petrol pump at the time of inspection and had also called Mr. Ajay Mittal to help her;
 - (xi) that during the inspection, the inspecting team had shown to the petitioner photocopies of certain documents on which the petitioner had identified and admitted her signatures. The said documents were the Partnership Deed, Power of Attorney and Will which had since been revoked / cancelled; the Will in any case would have come into effect after the death of the petitioner;
 - (xii) that the petitioner had in December, 2003 also sought permission for inducting Mrs. Neena Rani Mittal wife of Mr. Ajay Mittal as a 49% proposed partner in the business of petrol pump on account of physical and financial needs; permission to the said effect was again sought in the year 2007 but no response thereto was received;
 - (xiii) the petitioner denied that the entire investment in the business was of Mr. Ajay Mittal or Mr. Gaurav Mittal and that she was merely the signatory;

- (xiv) the petitioner as such denied that she had committed any breach of the terms and conditions of the Agreement.

5. The respondent No.1 IOC vide letter dated 29.12.2008 (supra) terminated the dealership for the reason of:

- (a) the petitioner having executed various documents in favour of others with respect to the business of the retail outlet;
- (b) that the said documents comprising of Power of Attorney, Partnership Deed and Will gave wide powers in favour of beneficiaries thereof with respect to the said retail outlet;
- (c) that the petitioner had never cited the reasons of ill health and financial constraints to the respondent No.1 IOC;
- (d) that the availability of the documents aforesaid belied that the same had been revoked / cancelled;
- (e) that though the petitioner in the personal hearing pursuant to the show cause notice and reply given by her had produced the audited balance sheets of the business but examination thereof showed that the business of the retail outlet was being operated through 100% financial assistance and transactions by others;
- (f) that two different PAN numbers were being used for filing the returns for the assessment years 2007-08;
- (g) that the retail outlet was being operated without any financial involvement / investment of the petitioner;
- (h) that though the petitioner claimed to have taken unsecured loans but non-payment of any interest thereon confirmed that the management and control of the retail outlet had been

transferred unauthorizedly;

- (i) this was confirmed by execution of documents aforesaid and which also showed that 98% share in the dealership had been transferred unauthorizedly.

6. The petitioner, in the writ petition besides reiterating the contents of the reply aforesaid to the show cause notice, has also contended the termination to be bad for the reason of being in violation of Clause 56(a) of the Dealership Agreement. It is contended that as per the said Clause 56(a), the respondent No.1 IOC, before terminating the Agreement was required to give to the petitioner an opportunity to rectify the breach and could have terminated the contract only upon failure of the petitioner to so rectify the breach.

7. At this stage, it is expedient to notice the relevant terms of the Agreement which are as under:

“18. The Dealer shall not remove the outfit or any part thereof from its position on the said premises nor deliver possession thereof to any other person, firm or company other than the Corporation nor encumber nor sell the same, nor do anything whereby the outfit may be seized or taken in execution or attached, destroyed or injured or whereby the title of the Corporation thereto may in any way be affected, destroyed or prejudiced.

46. Except with the previous written consent of the Corporations:

- (i) The Dealer shall not enter into any arrangement contract or understanding whereby the operations of the Dealer hereunder are or may be controlled, carried out and / or financed by any other person, firm or company whether*

directly or indirectly and whether in whole or in part.

- (ii) *The Dealer (himself if he be an individual) or partners / members or any of them of the Dealer (if the Dealer is a firm / Co-operative society) shall not take up any other employment or engage in any other business apart from the running of the retail outlet which is the subject matter of this Agreement.*
- (iii) *The Dealer (if it be a firm or a co-operative society) shall not effect any change in its constitution whether in the identity of its partners / members or in the share / share holding of any of them, or in the terms of the Deed of Partnership or of the Bye-laws as the case may be. In the event of the death of any partner/ member of a firm / co-operative society which has been appointed as a Dealer hereunder the surviving partners / members hereby agree to indemnify and keep indemnified the Corporation against any claims or demands which may be made by the heirs of the deceased partner / member.*
- 56. *Notwithstanding anything to the contrary herein contained, the Corporation shall be at liberty to terminate this Agreement forthwith upon or at any time after the happening of any of the following events. Namely:-*

 - (a) *If the Dealer shall commit a breach of any of the covenants and stipulations contained in the Agreement, and fail, to remedy such breach within four days of the receipt of a written notice from the Corporation in that regard.*
 - (b) *Upon*

 - (i) *the death or adjudication as insolvent of the Dealer, if he is an individual;*

- (ii) *the dissolution of the partnership of the Dealer's firm or the death or adjudication as insolvent of any partner of the firm, if the Dealer be a firm;*
 - (iii) *the liquidation, whether voluntary or otherwise or the passing of an effective resolution for winding up, if the Dealer be a Company or Co-operative Society;*
- (c) *If any attachment is levied and continued to be levied for a period of seven days upon the effects of the Dealer or any individual partner for the time being of the Dealer's firm or any member of the Dealer Co-operative Society.*
- (d) *If the Dealer or any partner in the Dealer's firm or any member of the co-operative society appointed as Dealer hereunder shall be convicted of a criminal offence.*
- (e) *If a Receiver shall be appointed of any property or assets of the Dealer or of any partner in the Dealers' firm of any member of the Dealer Co-operative Society.*
- (f) *If the licence issued to the Dealer by the relevant authorities for the storage of petroleum products supplied by the Corporation is cancelled or revoked.*
- (g) *If the Dealer shall for any reason make default in payment to the Corporation in full or his outstanding as appearing in Corporation's books of account beyond 4 days of demand by the Corporation.*
- (h) *If the Dealer does not adhere to the instructions issued from time to time by the Corporation in connection with safe practices to be followed by him in the supply / storage of the Corporation's products or otherwise.*
- (i) *If the Dealer shall deliberately contaminate or*

temper with the quality of any of the Corporation's products.

- (j) If the Dealer shall sell the Corporation's products at prices higher than those fixed by the Corporation.*
- (k) If the Dealer shall either by himself or by his servants or Agents commit or suffer to be committed any act which, in the opinion of the General Manager of the Corporation for the time being in-whose decision shall be final, is prejudicial to the interest or good name of the Corporation or its products; the General Manager shall not be bound to give reasons for such decision.*
- (l) If any information given by the Dealer in his application for appointment as a Dealer shall be found to be untrue or incorrect in any material respect.*

The Corporation's right to terminate this Agreement under the terms of this clause shall be without prejudice to any of its other rights and remedies against the Dealer. In the event of the Corporation terminating this Agreement under the provisions of this clause, it shall not be liable to pay for any loss or compensation in respect of such termination PROVIDED THAT the supply of any petroleum products by the Corporation to the Dealer, pending expiry of any notice of termination or after any, act, contravention or omission by the Dealer entitling the Corporation to terminate this Agreement shall have become known to the Corporation, shall not in any way prejudice or effect the right of the Corporation to revoke and / or enforce the termination of this Agreement and the license granted hereunder.

67. Any dispute or difference of any nature whatsoever or regarding any right, liability, act, omission or account of any of the parties hereto arising out of or in relation to this Agreement shall be referred to the sole arbitration of the Director Marketing of the Corporation or of some Officer of the Corporation who may be nominated by the Director

Marketing. The Dealer will not be entitled to raise any objection to any such arbitrator on the ground that the arbitrator is an officer of the Corporation or that he has to deal with the matters to which the contract relates or that in the course of his duties as an officer of the Corporation he had expressed views on all or any of the matters in dispute or difference. In the event of the arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason the Director Marketing as aforesaid at the time of such transfer, vacation of office or inability to act, shall designate another person to act as arbitrator in accordance with the terms of the Agreement. Such person shall be entitled to proceed with the reference from the point at which it was left by his predecessor. It is also at term of this contract that no person other than the Director Marketing or a person nominated by such Director Marketing of the Corporation as aforesaid shall act as arbitrator hereunder. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to the Agreement, subject to the provisions of the Arbitrator Act, 1940, or any statutory modification of or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.”

8. During the course of hearing, the status of the petitioner was enquired into. The counsel for the petitioner has informed that the petitioner is over 70 years of age and has only a son and a daughter, of whom the son is working in Dubai and the daughter is settled in USA.

9. The counsel for the petitioner has also drawn our attention to the Circular dated 10.01.2006 of the respondent No.1 IOC qua benami operation of dealerships / distributorships. He has also referred to:

- (i) ***Chandra Kishore Jha Vs. Mahavir Prasad*** AIR 1999 SC 3558
on the proposition that if a statute provides for a thing to be

done in a particular manner, then it has to be done in that manner and in no other manner. It is argued that the Agreement between the parties having provided for an opportunity being given to rectify the breach, the termination could not have been effected without giving such opportunity;

- (ii) ***Harbanslal Sahnia Vs. Indian Oil Corporation Ltd.*** (2003) 2 SCC 107 on the proposition that the Rule of exclusion of writ jurisdiction by availability of an alternative remedy is a Rule of discretion and not one of compulsion and in an appropriate case, inspite of availability of the alternative remedy, the High Court may still exercise its writ jurisdiction where the writ petition seeks enforcement of fundamental rights or where there is a failure of principles of natural justice or where the orders or proceedings are wholly without jurisdiction or the vires of an Act is challenged. It was held that since the dealership, which was the bread and butter of the petitioner in that case, had been terminated for an irrelevant and non existent cause, the writ petition was maintainable;
- (iii) ***Shalimar Gas Vs. Indian Oil Corporation Ltd.*** (2010) 13 SCC 760 reversing the judgment dated 06.05.2010 of the Division Bench of this Court in LPA No. 216/2010 and holding that where distributorship of Indane Gas is given to a war widow as a source of livelihood and the war widow on account of ill health could not be an active partner, though was continuing to hold the majority share, termination could not have been effected;

- (iv) ***Sanjana M. Wig Vs. Hindustan Petroleum Corporation Ltd.*** (2005) 8 SCC 242 where also, in the case of termination of dealership, writ jurisdiction was exercised notwithstanding the availability of alternative remedy of arbitration;
- (v) ***Ayush Petrol Pump Vs. Hindustan Petroleum Corporation Ltd.*** MANU/CG/0094/2010 where the High Court of Chhattisgarh set aside the termination of dealership in violation of Clause 55(G) of the Dealership Agreement;
- (vi) ***M/s Hindustan Petroleum Corporation Ltd. Vs. M/s Super Highway Services*** JT 2010 (2) SC 446 also holding that cancellation of Dealership Agreement is a serious matter and the concerned authority has to act fairly and in complete adherence to the Rules and Guidelines framed for the said purpose.

10. It is not in dispute that the respondent No.1 IOC, upon finding the petitioner to have assigned her rights under the Agreement (supra) in favour of another person and / or having transferred the control and management of the retail outlet to another, was entitled to terminate the Agreement. The respondent No.1 IOC has taken the said action, not only after issuing notice to show cause to the petitioner but also after giving an opportunity of hearing and after considering the response of the petitioner. Perusal of the order / letter of termination shows that respondent No.1 IOC found the petitioner to have retained only 2% share in the business to herself and having allowed others to have 98% share in the business.

11. The aforesaid order/decision of the respondent No.1 IOC, of terminating the agreement with the petitioner, is in a contractual matter and this Court is exercising powers, not of appeal but only of judicial review, of the said decision. The scope of enquiry thus has to be confined to the principles applicable to the exercise of powers of judicial review. The finding of the respondent No.1 IOC of the petitioner having violated the agreement by assigning her rights under the agreement and by transferring the control and management of the retail outlet to another, are a finding of fact. The same are interferable in exercise of power of judicial review only if found to be either in violation of principles of natural justice or if perverse or if mala fide. No case of violation of principles of natural justice is made out. The petitioner has neither pleaded nor made out a case of, the action of respondent No.1 IOC being mala fide.

12. As far as perversity is concerned the petitioner needed to prove/establish that the factual finding aforesaid either is based on no evidence or is apparently or in the face of the material on record, wrong. From the detailed facts set out herein above, that is not the case. Rather, the petitioner admits her reluctance to take the outlet, far away from her residence and her inability, financial and physical to run the same. In these circumstances, the finding reached by the respondent No.1 IOC, of the petitioner being in breach of the terms of the agreement, cannot be said to be perverse.

13. I may highlight that the petitioner admits to executing a Will also with respect to the aforesaid retail outlet and its business in favour of the Mittals aforesaid. Though the petitioner claims that the said Will was also cancelled/revoked upon the possibility of receiving permission for entering

into partnership being ruled out but I fail to see as to why the petitioner, if entering into a bona fide partnership not amounting to transfer of the business, was required to execute a Power of Attorney or a Will. The occasion for the petitioner to execute the Will qua the said business in favour of strangers would arise only if the petitioner had transferred the business to others. I also fail to understand that why the petitioner would execute the Will even if she was merely appointing an attorney to act on her behalf or was taking over partners in the business. The said fact alone shows that the view taken by the respondent No.1 IOC, of the petitioner being in breach is a plausible view.

14. The Supreme Court in ***Rajasthan Housing Board v. G.S. Investments*** (2007) 1 SCC 477 reiterated that the Court while exercising powers of judicial review in contractual matters is concerned primarily with infirmities with the decision making process and cannot examine the details of the terms of the contract. Recently in ***GRIDCO Limited Vs. Sri Sadananda Doloi*** AIR 2012 SC 729 also it was observed that judicial review in contractual matters cannot extend to the Court acting as appellate authority sitting in judgment or sitting in the armchair of the administrator to decide whether a more reasonable decision or course of action could have been taken in the circumstances. The Apex Court held that, so long as the action is not shown to be vitiated or is not demonstrably in outrageous defiance of logic, the writ court would do well to respect the decision under challenge.

15. Though the petitioner has offered explanations but such explanations cannot be adjudicated in writ jurisdiction. At best what can be said is that

disputed questions of fact arise. Once disputed questions of fact are found to arise and which cannot conveniently be adjudicated in writ jurisdiction and when the parties have agreed to arbitration, notwithstanding the fact that Rule of exclusion of writ jurisdiction by availability of alternative remedy is not an absolute rule, there is no need to entertain this petition. In the judgments relied upon by the counsel for the petitioner also, writ jurisdiction was exercised when the facts were not in dispute. However, in the present case, from the documents and facts on record, it cannot be said that the finding of the respondent No.1 IOC of the petitioner having in breach of the agreement, assigned the rights under the Agreement in favour of others is totally baseless one which no reasonable person could have arrived at.

16. Thus the only question which remains is as to whether the termination can be said to be bad for the reason of any violation of the procedure prescribed in the Agreement i.e. in Clause 56(a) as aforesaid.

17. In this regard, it may be noticed that the breach alleged is of unauthorized assignment of rights in the Dealership Agreement. Once such clause is found to be breached, the question of giving an opportunity to the dealer to remedy the breach does not arise. If the same were to be permitted, the clause prohibiting such unauthorized assignment and termination for breach thereof would become redundant inasmuch as if every time the dealer violates the said clause, an opportunity has to be given to him/her to remedy the same, he/she would of course remedy the same and the unauthorized assignee would also join in the same since the same would be in his interest also. The principles in this regard as laid down in the

judgments relating to unauthorized subletting, parting with possession under the Rent Control legislations in (i) *Gajanan Dattatraya Vs. Sherbanu Hosang Patel* (1975)2SCC668; (ii) *Raghunathi Vs. Raju Ramappa Shetty* 1991Supp(2)SCC267; (iii) *Carona Ltd. Vs. Parvathy Swaminathan & Sons* (2007)8SCC559; (iv) *Vaishakhi Ram Vs. Sanjeev Kumar Bhatiani* AIR2008SC1585; and (v) *Ms. Celina Coelho Pereira Vs. Ulhas Mahabaleshwar Kholkar* (2010)1SCC217 fully apply.

18. I am therefore unable to hold the termination to be bad for this reason also.

19. Another thing may also be noticed, the Dealership Agreement was for a term of five years only renewable thereafter from time to time for one year each but was terminable by three months notice. The respondent No.1 IOC was thus within its right to without any cause also terminate the Agreement by a three months notice. Even if it was to be held that the termination in the instant case was bad, the maximum loss to the petitioner would be of three months earnings from the dealership. For this reason also, relief in the nature of specific performance cannot be granted.

20. No merit is therefore found in the petition. The same is dismissed.
No order as to costs.

RAJIV SAHAI ENDLAW, J

APRIL 20th, 2012
'gsr'..