

Court No. - 40

Case :- WRIT - C No. - 37951 of 2023

Petitioner :- Abhay Kumar Singh

Respondent :- Union Of India And 5 Others

Counsel for Petitioner :- Narendra Pratap Singh, Utkarsh Prakash Singh

Counsel for Respondent :- A.S.G.I., Devi Shanker Shukla, Gaurav Kumar Chand

Hon'ble Mahesh Chandra Tripathi, J.

Hon'ble Prashant Kumar, J.

1. Heard learned counsel for the petitioner, Mr. Devi Shanker Shukla, learned counsel for the respondent respondent Nos.2 & 3 and Mr. Gaurav Kumar Chand, learned counsel for the respondent No.5.

2. By means of the instant petition, petitioner has prayed for following reliefs:-

"(i) Issue a writ, order or direction in the nature of Certiorari the impugned order dated 20.09.2023 passed by respondent No.2 whereby as he issued diesel selling licence to M/s Kadipur Filling Station as well as allowed the constitution of dealership in the name of partners namely Rita Singh (50% share), Neetu Singh (40% share) and Rahul Singh (10% share) without following the norms of guidelines of the corporation.

(ii) Issue a writ, order or direction in the nature of Mandamus directing the respondent No.2, to appoint such competent person/ agency to run the retail outlet as per para-10 of 'policy guideline for holiday scheme of retail outlet' till formal reconstitution of the firm.

(iii) Issue any other writ, order or direction which this Hon'ble Court may deem fit and proper in the facts and circumstances of the case.

(iv) Award cost of the petition in favour of the petitioner."

3. At the very outset, learned counsel for the contesting-respondents raised a preliminary objection regarding the maintainability of the instant petition on the ground that partnership deed itself provides remedial measures *qua* the dispute between the parties. The relevant portion of the aforesaid partnership deed is reproduced hereinunder:-

" 15. All disputes between the partners in relation to any matter whatsoever touching the partnership affairs or the construction of this agreement and whether before or after the termination of the partnership shall be referred to a single arbitrator to be appointed by all the partners and such arbitrator

shall have full power at his discretion to dissolve the partnership."

4. When confronted with above situation, learned counsel for the petitioner could not overcome the same.

5. Once the partnership deed itself provides the remedial measures, there is no reason or occasion to interfere in the matter.

6. Considering the aforesaid facts and circumstances of the case, we are not inclined to entertain the instant petition leaving it open to the petitioner to press his relief before the appropriate forum.

7. In view of the above, the instant petition stands ***disposed of***.

Order Date :- 16.11.2023

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