

GAHC010014552024



THE GAUHATI HIGH COURT
(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)

Case No. : CRP(IO)/47/2024

KAPILI AUTOMOBILES
REPRESENTED BY ITS PROPRIETOR SRI MUKUT BAISHYA, DEKA
MARKET, UDAY NAGAR, NEAR KRISHNA MANDIR MORIGAON,
JAGIROAD ROAD, P.O. AND P.S. MORIGAON, PIN- 782105, ASSAM

VERSUS

M/S JAGRITI AND 3 ORS
A.T. ROAD, HAIBORGAON, P.O. HAIBARGAON, DIST. NAGAON, PIN-
782002, ASSAM

2:DEBAJIT SAIKIA
REPRESENTED BY ITS PROPRIETOR
A.T. ROAD
HAIBORGAON
P.O. HAIBARGAON
DIST. NAGAON
PIN- 782002
ASSAM

3:REGIONAL MANAGER
HONDA MOTOR CYCLE AND SCOOTER INDIA LTD.
5TH FLOOR
KAMAKHYA TOWER
G.S. ROAD
NEAR SOHUM SHOW ROOM
CHRISTIAN BASTI
GHY
P.O. DISPUR
DIST. KAMRUP(M)
ASSAM
PIN- 781005.

4:AREA MANAGER
HONDA MOTOR CYCLE AND SCOOTER INDIA LTD.
5TH FLOOR
KAMAKHYA TOWER
G.S. ROAD
NEAR SOHUM SHOW ROOM
CHRISTIAN BASTI
GHY
P.O. DISPUR
DIST. KAMRUP(M)
ASSAM
PIN- 781005

Advocate for the Petitioner : MR. N NATH

Advocate for the Respondent :

:: BEFORE ::

HON'BLE MR. JUSTICE PARTHIVJYOTI SAIKIA

O R D E R

05.02.2024

Heard Mr. N. Nath, the learned counsel appearing for the petitioner.

2. This is an application under Article 227 of the Constitution of India challenging the order dated 11.01.2024 passed by the learned Civil Judge (Jr. Div.) No.2, Morigaon, Assam in Misc.(J) Case No.4/2024 arising out of T.S. No.3/2024.

3. On the basis of an agreement, M/s. Kapili Automobiles of Morigaon Town was appointed as a sub-dealer of Honda vehicles by M/s. Jagriti of Nagaon. The agreement was for one year. Pursuant to the said agreement, M/s. Kapili Automobiles used to sell Honda vehicles at Morigaon. It also got supply of

spare parts from M/s. Jagriti.

4. After expiry of the agreement between the parties, M/S. Kapili Automobiles used to get spare parts from M/s. R.D. Motors of Nagaon. It may be mentioned that after the expiry of the agreement, M/s. Jagriti had stopped supply of vehicles and spare parts to M/s. Kapili Automobiles.

5. Since the agreement with M/s. Jagriti had expired, they could not use the computer portal and dealer code of Honda Motors. Therefore, M/s. Kapili Automobiles filed a suit against M/s. Jagriti and Honda Motorcycles & Scooters India Ltd. seeking a decree allowing them to use the computer portal and dealer code of Honda Motorcycles & Scooters India Ltd.

6. M/s. Kapili Automobiles also filed a petition under Order XXXIX Rule 1 and 2 of the Code of Civil Procedure seeking ad-interim injunction. They pressed for passing *ex parte* order. The learned trial court held that the matter is not of urgent nature and therefore, the prayer for granting *ex parte* ad-interim injunction was rejected. Hence, the present petition has been filed challenging the aforesaid order.

7. I have considered the submissions of the learned counsel for the petitioner.

8. The agreement between M/s. Kapili Automobiles and M/s. Jagriti has already expired. After that, they probably had an agreement with M/s. R.D. Motors of Nagaon Town. On the basis of the said arrangement, M/s. Kapili Automobiles used to get spare parts of Honda Motor vehicles from M/s. R.D. Motors, Nagaon.

9. It is seen that M/s. R.D. Motors of Nagaon Town has not been made a party in the suit though it is associated with M/s. Kapili Automobiles.

10. Moreover, M/S. Kapili Automobiles was a sub-dealer under M/s. Jagriti, on

the basis of an agreement between them. On the strength of the said agreement, M/s. Jagriti supplied goods to M/s. Kapili Automobiles.

11. At that time, M/s. Kapili Automobiles had used the computer portal and dealer code of Honda Motorcycles & Scooters India Ltd.

12. Since the agreement has expired, M/s. Jagriti stopped supplying goods to M/s. Kapili Automobiles.

13. At this stage, M/s. Kapili Automobiles is no more a dealer of Honda Motorcycles & Scooters India Ltd. and therefore, it does not have the power to use computer portal of Honda Motorcycles & Scooters India Ltd.

14. Under the given circumstances of the case, I am constrained to hold that there is a substantial doubt about the maintainability of the suit itself. I find that the learned trial court has rightly refused to grant *ex parte* ad-interim injunction.

15. I, therefore, hold that the present Revision Petition is devoid of any merit and stands dismissed.

JUDGE

Comparing Assistant