



CNR: KAHC010542622023

NC: 2026:KHC:37095
WP No. 23589 of 2023

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 20TH DAY OF JULY, 2026

BEFORE

THE HON'BLE MR. JUSTICE M.G.S. KAMAL

WRIT PETITION NO. 23589 OF 2023 (GM-RES)

BETWEEN:

MR. H.K. SRINATH
S/O S. KRISHNAMURTHY
AGED ABOUT 59 YEARS
PROPRIETOR
SRI. MYLARALINGESHWARA SERVICE STATION
R/AT NO. 918, 4TH MAIN
NEW KANTHARAJ URS ROAD
SARASWATHIPURAM
MYSORE-570 009

...PETITIONER

(BY SRI. SHARATH GOWDA G.B, ADVOCATE)

AND:

1. BHARAT PETROLEUM CORPORATION LTD.,
A COMPANY INCORPORATED UNDER
THE INDIA COMPANIES ACT, 1956
GOVERNMENT OF INDIA UNDERTAKING
HAVING ITS REGISTERED OFFICE AT
BHARAT BHAVAN, 4 AND 6
CURRIMBHOY ROAD
BALLARD ESTATE, MUMBAI-400 066
REPRESENTED BY ITS
DIRECTOR (MARKETING)
2. THE STATE HEAD
RETAIL (KARNATAKA AND KERALA)



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NC: 2026:KHC:37095
WP No. 23589 of 2023

BHARAT PETROLEUM CORPORATION LTD
DU-PARC TRINITY, 7TH FLOOR, 17
M.G.ROAD, BENGALURU-560 001

3. THE TERRITORY MANAGER(RETAIL)
BHARAT PETROLEUM CORPORATION LTD
MYSURU TERRITORY, RETAIL
BEHIND FCT GODWON, METAGALLI
MYSURU-570 016

4. GOVERNMENT OF INDIA
BY ITS SECRETARY
MINISTRY OF PETROLEUM AND
NATURAL GAS, SHASTRI BHAVAN
NEW DELHI-110 010

...RESPONDENTS

(BY SRI. KUMAR N.J, ADVOCATE FOR R1 TO R3;
SRI. CHARAN KUMAR K.V, ADVOCATE FOR R4)

THIS WRIT PETITION IS FILED UNDER ARTICLES 226
AND 227 OF THE CONSTITUTION OF INDIA, PRAYING TO
QUASHING THE ENDORSEMENT /LETTER DTD 21.06.2023
BEARING NO. MYS/RET/MYLARA/2023 ISSUED BY THE R-1 AT
ANNX-A AND QUASHING THE TERMINATION NOTICE /ORDER
DTD 20.09.2013 BEARING REFERENCE BLR.RET.MYLARA.
ISSUED BY THE R-3 AT ANNX-'D' AND ETC.

THIS PETITION, COMING ON FOR FURTHER HEARING,
THIS DAY, ORDER WAS MADE THEREIN AS UNDER:

CORAM: HON'BLE MR. JUSTICE M.G.S. KAMAL



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WP No. 23589 of 2023

ORAL ORDER

1. Petitioner, who was the owner of vacant land bearing Site No.P/16, situated on Saraswathipuram to Nachi Koppal Layout, I Stage, Vishwa Manav Road, Chamaraja Mohalla, Mysore and who was also allotted land-linked dealership by the respondent No.1-Corporation is before this Court seeking following reliefs:

" a) Issue a writ of certiorari or any other writ/s or direction or order quashing the endorsement/letter dated 21.06.2023 bearing No.MYS/RET/MYLARA/2023, Issued by the 1st respondent at Annexure-A;

b) Issue a writ of certiorari or any other writ/s or direction or order quashing the termination notice/order dated 20.09.2013 bearing reference: BLR:RET:MYLARA, issued by the 3rd respondent at Annexure-D

c) Issue a writ of certiorari or any other writ/s or direction or order quashing the communication dated 08.07.2017 bearing reference: MYS/RET/ MYLARA, issued by the 3rd respondent at Annexure-S;

d) Issue a writ of mandamus, directing the respondents to restore the retail outlet dealership license issued under the Dispensing Pump and Selling License Agreement dated 14.02.2005 till the completion of the term; OR alternatively;

e) Issue a writ of mandamus, directing the respondents to determine the lease of the land belonging to the petitioner under the lease Deed dated 14.02.2005 entered into between the petitioner and 1st respondent under the Land Linked Dealership scheme at Annexure-B; and

f) Pass such any other order or relief as this Hon'ble court deems fit under the facts and circumstances of the case, to serve the interest of justice and equity."



CNR: KAHC010542622023

2. Sri. Sharath Gowda G.B., learned counsel for the petitioner submits that the authorization which was issued in favour of the petitioner has been cancelled leaving petitioner high and dry, inasmuch as the petitioner had agreed to grant the lease in respect of his property in terms of lease agreement dated 14.02.2005 as per Annexure-C on a highly concessional rate of rents, only on a specific and categorical assurance and representation made by respondent No.1-Corporation, that the land-linked dealership would be allotted to the petitioner. Now that the said land-linked dealership has been cancelled and the said dealership has been assigned to some third party, that the petitioner, who had granted the lease in favour of the respondent No.1-Corporation at a concessional rate is facing acute financial difficulties. Hence, the petition.
3. Learned counsel for the respondent No.1-Corporation, on the other hand, submits that the grant of lease and grant of authorization are two different things and they have no bearing with one another. The cancellation of authorization of dealership which was granted to the petitioner is purely



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on commercial terms and has got nothing to do with the grant of lease or the fixation of rentals.

- 4 He also relied upon the judgment of Apex Court in the case of ***Rahul Yadav and others Vs. Indian Oil Corporation Ltd., and others***¹ to submit that the grant of lease and dealership are two different things and consequences of cancellation of dealership and termination of the lease has to be adverted to and adjudicated independently.
5. At this juncture, learned counsel for the petitioner submits that petitioner be reserved with the liberty to initiate proceedings in accordance with law seeking eviction of the respondent No.1-Corporation.
6. Petition is ***disposed of***. Reserving liberty to the petitioner to initiate action as contemplated under law, if so advised and desired.

Sd/-
(M.G.S. KAMAL)
JUDGE

RL/-
List No.: 1 Sl No.: 18

¹ (2015) 9 SCC 447