

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.9697 of 2010

1. Smt. Madhu Lata Jaiswal, W/O Murli Manohar Jaiswal, R/O Mohalla Bibi Ganj, N.H. 28, P.O. Bhagwanpur Chowk, P.S. Sadar Muzaffarpur, District- Muzaffarpur.

2. Sri Murli Manohar Jaiswal, S/O Late Jadu Nandan Prasad Jaiswal, M/S/ Enterprising Highway Services, R/O Mohalla Bibi Ganj, N.H. 28, P.O. Bhagwanpur Chowk, P.S. Sadar Muzaffarpur, District- Muzaffarpur.

.... Petitioner/s

Versus

1. The State of Bihar.

2. The Collector, Muzaffarpur.

3. Senior Divisional Manager, Patna Divisional Office, I.B.P. Company Limited, Abhay Bhawan, Patna.

4. The Assistant Manager, (R. S.) Indian Oil Corporation, Muzaffarpur-II R.S.A.

5. The Divisional Retail Sales Manager, Indian Oil Corporation Ltd. Krishna Complex, Akhara Road, Muzaffarpur, Bihar.

.... Respondent/s

Appearance :

For the Petitioner/s : Mr. Dr. Shashi S. Kishore

For the Respondent No.1 & 2: Mr. Kumar Manish, SC-21.

For the Respondent No. 3 to 5: Mr. Kali Das Chatterji, Sr. Adv.

Mr. Amlesh Kumar Verma

CORAM: HONOURABLE MR. JUSTICE BIRENDRA PRASAD VERMA

ORAL JUDGMENT

Date: 19-03-2015

Heard the parties.

The petitioner is aggrieved by the order/letter dated 31.03.2010 (Annexure-10) issued by the respondent no.5, whereby and whereunder the Retail outlet dealership of the petitioners namely, M/S Enterprising Highway Service, Bibiganj, Muzaffarpur, Bihar has been terminated with immediate effect in terms of Clause 19 (c) of the dealership agreement dated 19.05.1998.

In the impugned letter/ order dated 31.03.2010 it has been recorded that the land lease of land on which retail outlet dealership was operational expired way back on 09.08.2003 and lease has not been renewed thereafter. It has further been recorded that the

respondent District Magistrate, Muzaffarpur by order dated 12.12.2005 has cancelled No Objection Certificate issued in favour of the petitioners. It has also been recorded that retail outlet has remained inoperative for more than three years since December 2005 and thereafter the petitioners have not taken any step for revival of the retail outlet.

Learned counsel appearing on behalf of the petitioners submits that despite all communications made by him, he is not getting instructions from the writ petitioners. Though he has argued the matter for some time, but he has not been able to point out any legal infirmity or procedural irregularity with respect to the impugned order/ communication dated 31.03.2010 (Annexure-10).

Learned Standing Counsel-21 appearing on behalf of the respondent no.1 and 2 submits that the petitioners had filed a separate writ petition vide C.W.J.C. No.10913 of 2006 assailing the validity and correctness of order dated 12.12.2005 passed by the respondent District Collector cancelling No Objection Certificate issued in favour of the petitioners. According to him, the aforesaid writ petition has been dismissed by a Bench of this Court by order dated 06.02.2012.

Learned Senior counsel appearing on behalf of the respondent no. 3 to 5 submits that since the period of lease of the land in question, over which retail outlet was operational, has expired way back in the year 2003, therefore, the impugned order/ communication dated 31.03.2010 (Annexure-10) cancelling the dealership of the petitioners cannot be legally faulted. In support of his above contention he has placed reliance on a judgment of the Hon'ble Apex Court in the case of **Yogesh Kumar vs Bharat Petroleum Corporation** [AIR 1990 SC 2216].

After having heard the parties and taking into consideration

the aforesaid factual matrix as also the law laid down by the Hon’ble Apex Court, referred to above, this Court does not find any good ground to interfere with the impugned order/ communication dated 31.03.2010 (Annexure-10).

Consequently, the writ petition has to fail and is accordingly, dismissed, but there shall be no order as to costs.

(Birendra Prasad Verma, J)

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