

CWP No.9828 of 2015

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT  
CHANDIGARH**

**CWP No.9828 of 2015**

**Date of Decision: May 18, 2015**

**M/s Garg Petroleum, Budhlada Road, Village Bareta**

...Petitioner

Versus

**Hindustan Petroleum Corporation Ltd. & another**

...Respondents

**CORAM: HON'BLE MR. JUSTICE AUGUSTINE GEORGE MASIH**

Present: Mr. Mukand Gupta, Advocate  
for the petitioner.

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**AUGUSTINE GEORGE MASIH, J. (Oral):**

Petitioner has approached this Court praying for quashing of the order dated 03.12.2014 (Annexure P-5) vide which the dealership of the petitioner has been terminated.

It is the contention of the counsel for the petitioner that the impugned order is not sustainable as merely because the petitioner was unable to give the requisite sale of the petroleum products as per the agreement, the dealership could not be terminated. He contends that even subsequent to the termination of the dealership on *ad hoc* basis, the said petrol pump was granted to some other person who also has surrendered it because of the reason that actually there is no sale of the petroleum products in that area because of coming into existence of 14 other petrol pumps. He contends that there being no fault on the part of the petitioner, the termination of the dealership of the retail outlet of the petitioner is not

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sustainable. He further contends that the running of the petrol pump is the only source of the livelihood of the petitioner and therefore, the direction may be issued to the respondent-Petroleum Corporation to give the petitioner the petrol pump to run the same.

These contentions as have been raised by the counsel for the petitioner cannot be accepted as the termination of the dealership agreement is as per the provisions as contained in the agreement itself, reference whereof has been made in the impugned order. In any case, there is a provision for arbitration in the agreement which the petitioner can avail of, if he is not satisfied or has a grouse with regard to the impugned order dated 03.12.2014 (Annexure P-5).

That apart, the assertion of the petitioner that it is the only source of livelihood of the petitioner and therefore, the retail outlet should be permitted to be operated by the petitioner, cannot be accepted to be a ground for giving such a direction especially when an agreement has been entered into between the petitioner and the respondent-Petroleum Corporation which binds both the parties and there is no violation of any of the terms of the agreement.

In view of the above finding, no merit in the present writ petition, the same stands dismissed.

**May 18, 2015**  
*Harish*

**( AUGUSTINE GEORGE MASIH )**  
**JUDGE**