

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.17227 of 2012

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Hari Bansh Ishwar, son of Late Bandi Ishwar, resident of village Bharani, P.O. + P.S. - Bachchwara, District- Begusarai presently residing at Mohalla Jaiyadpatti, P.O. + P.S. - Dalsingsarai, District- Samastipur

.... Petitioner

Versus

1. Indian Oil Corporation Ltd. having its Registered Office at G-9, Ali Yawar Jung Marg, Bandra (East), Mumbai- 400051 through Its Managing Director
2. The Executive Director, (Retail Sales) Marketing Department, Indian Oil Corporation Limited, Mumbai
3. Regional Officer (Marketing Division) Eastern Region, Indian Oil Corporation Ltd. 2 Gariahat Road, South Dhakurra, Kolkata- 700068
4. General Manager, (Marketing Division), Indian Oil Corporation Ltd., Lok Nayak Jai Prakash Bhawan, 5th Floor, Dak Bunglow Chowk, Patna- 1
5. Senior Divisional Retails Sales Manager, Indian Oil Corporation Ltd. (Marketing Division) Begusarai Divisional Office, P.O.- Barauni Oil Refinery, District- Begusarai- 851114

.... Respondents

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Appearance:

For the Petitioner : None

For the Respondents : Mr. Anil Kumar Sinha,
Mr. Abhimanyu Deo, Advocates

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CORAM: HONOURABLE MR. JUSTICE VIKASH JAIN

ORAL JUDGMENT

Date: 19-09-2016

The present writ petition has been filed for the following
reliefs –

“(i) For commanding the respondents to permit relocation of the Retail Outlet of the petitioner from existing site situated at plot Nos. 4798, 4793, 4792 under Khata Nos. 1167, 317 and 1976 at Mauza Rani, Circle Bachchwara, District Begusarai to new site only about four kilometers from the existing site which is the purchased land of the petitioner viz. Plot No. 721 under Khata No. 686 at Mauza Rashidpur, Circle-Bachchwara, district – Begusarai which is also situated on N.H. 28 in



the facts and circumstances of the case fully enumerated hereinbelow after quashing the communication as contained in letter No. BEGDO/Ishwar Oil dated 17.11.2010 issued under the signature of the Senior Divisional Retail Sales Manager, I.O.C. Ltd. Marketing Division, Begusarai (respondent No. 5) as contained in Annexure-8, whereby and whereunder upon consideration of the request made by the petitioner for resitement on account of expiry of lease in respect to land on which Retail Outlet is presently situated. It has been intimated to the petitioner that as per the prevailing policy/guidelines of the Corporation, re-sitement is possible only after all legal remedies up to the level of High Court have been exhausted.

(ii) For grant of any other incidental, consequential or other appropriate relief/reliefs to which the petitioner may be found entitled including direction upon the respondents commanding them to refund the amount of advance deposited by the petitioner in respect to 12 K.L. of Diesel which have to be returned back on 27.5.2010”.

2. None appears on behalf of the petitioner despite repeated calls today.

3. Learned counsel for the respondent-Corporation submits that the writ petition is not maintainable in view of the alternative remedy available to the petitioner for redressal of his grievances by way of clause 69 of the Agreement dated 21.11.1988 providing for a forum of arbitration.

4. Having regard to the availability of the arbitration clause in the Agreement between the parties, this Court is not inclined to entertain the writ petition, which accordingly stands dismissed.

(Vikash Jain, J)

B.T/ Chandran

AFR/NAFR	NAFR
CAV DATE	N.A
Uploading Date	21.09.2016
Transmission Date	N.A.