

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.12741 of 2011

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Rahul Vibhushan S/O Sri Kailash Bihari Choudhary R/O Vill.- Bhagatpur,
Police Station- Balia, Distt.- Begusarai At Present 1H-44 Bahadurpur
Housing Colony, Kanti Factory Road, Mahatma Gandhi Nagar, Patna-26

.... Petitioner

Versus

1. Indian Oil Corporation Ltd. Having Registered Office At Indian Oil Bhawan, G-9, Ali Yavar Jung Marg, Bandra (East), Mumbai- 400051 through Its Chairman
2. The General Manager, Bihar State Office, I.O.C. Ltd. (Marketing Division), Lok Nayak Jai Prakash Bhawan 5th Floor, Dak Bungalow Road, Patna-1
3. The Sr. Divisional Retail Sales Manager, I.O.C. Ltd.(Marketing Division) Begusarai Divisional Office, P.O. Barauni Oil Refinery Distt.- Begusarai
4. M/S Farm and Auto Fuels (I.O.C. Dealer), N.H. 31, Lakhminia, Police Station Balia, Distt.- Begusarai through Its Proprietor, namely Manoj Agrawal S/O Dr. K.D.N. Agrawal R/O Mungeriganj, P.O./P.S./ Distt.- Begusarai

.... Respondents

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Appearance :

For the Petitioner/s : Mr. T.N. Matin, Sr. Advocate
Mr. Sidhendra Narayan Singh, Advocate
For the Respondent/s : Mr. Anil Kumar Sinha, Advocate
Mr. Amlesh Kumar Verma, Advocate
Mr. Ankit Katriar, Advocate

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CORAM: HONOURABLE MR. JUSTICE VIKASH JAIN

ORAL JUDGMENT

Date: 09-03-2016

Heard learned counsel for the petitioner and the respondents.

2. The present writ petition has been filed for a direction to the respondents to make payment of rent of land for the period since 03.03.2005 onwards and for compensation for use of the petitioner's land I.O.C. for commercial purposes.



3. Learned Senior Counsel for the petitioner, Mr. T.N. Matin, submits that Manoj Agrawal, the respondent No. 4, was carrying on business under the name and style of M/s Farm & Auto Fuels, petrol pump dealership of the respondent-Corporation as its proprietor since 1976. Requests were made by the respondent No. 4 for induction of the petitioner as financial partner by letters dated 04.07.2003, 13.08.2015/26.08.2005 and in the meantime on 03.03.2005 the land of the retail outlet was transferred in favour of the petitioner under a registered sale deed by the wife of the respondent No. 4. Ultimately, revival of the dealership, which had remained inoperative of more than three years, could not be considered in view of the new policy dated 09.12.2005 as referred to in letter dated 15.11.2006 of the respondent-Corporation. The said letter was successfully challenged by the petitioner in C.W.J.C. No. 17158 of 2007, but however the order of the learned Senior Judge was set aside in LPA No. 1369 of 2010. Learned senior counsel for the petitioner submits that the respondent-Corporation has however, continued to allow its equipment to remain on the petitioner's land for which it is liable for payment of rent and compensation to the petitioner.

4. Learned counsel for the respondent-Corporation, Mr. Anil Kumar Sinha, appears and opposes the writ petition, inviting

attention to the counter affidavit, wherein a copy of the judgment passed in LPA No. 1369 of 2010 has been annexed. In the said judgment, the Division Bench has observed as under:

“ Besides, the said Rahul Vibhushan had no privity of contract with the Corporation or with the aforesaid Manoj Agrawal. May be, he purchased the piece of land in anticipation of a partnership business with the said Manoj Agrawal which never materialized. Mere purchase of the land did not confer locus upon him to challenge the action of the Corporation in respect of the dealership of the said Manoj Agrawal.”

5. Having heard the parties and on consideration of the materials on record, this Court finds the writ petition devoid of merit. There is nothing on record to show that the petitioner had purchased the land from the wife of the respondent No. 4 with due approval of the respondent-Corporation, much less that the Corporation had agreed to pay rent for use of the land transferred to the petitioner. Such transfer of the land had been made in anticipation of the dealership in favour of the petitioner which never materialized, as noticed by the Division Bench as aforesaid.

6. In the circumstances, this Court is not satisfied to direct

the respondent-Corporation to make payment of rent or compensation to the petitioner. The writ petition stands dismissed.

(Vikash Jain, J.)

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