

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.6638 of 2017

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Sanjeev Kumar, Son of Late Prem Chand Gupta, Resident of Village- Fateh Tola,
P.O. Turkaulia, District- East Champaran.

.... Petitioner

Versus

1. The Union of India, through the Principal Secretary, Ministry of Oil Petroleum & Natural Gas, New Delhi.
2. Hindustan Petroleum Corporation Ltd., through its Managing Director, Mumbai.
3. Manoj Kumar Singh, Senior Regional Manager, Retail-cum- Central Public Information Officer-cum- Duly Constituted Attorney, Hindustan Petroleum Corporation Ltd. having its Regional Office at Raghunath Palace, Harihar Mahadev Chowk, N.H. 31, District- Begusarai- 851101.

.... Respondents

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Appearance :

For the Petitioner/s : Mr. P.N. Shahi, Sr. Adv.
Mr. Ravindra kumar
For the Respondent Nos.1 and 2 : Mr. Kanak Verma, C.G.C.
For the HPCL : Mr. Neeraj Kumar Gupta, Adv.

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CORAM: HONOURABLE MR. JUSTICE SHIVAJI PANDEY

ORAL JUDGMENT

Date: 25-07-2017

Heard learned counsel appearing for the respective parties.

2. In this case, there was a partnership agreement between the petitioner and one Rajesh Kumar, who were running Retail Outlet in the name and style of M/s. Subh Laxmi H.P. As the dispute arose between the petitioner and Rajesh Kumar, the partnership firm could not run smoothly and accordingly, the partnership came to an



end. Under the policy decision, the Hindustan Petroleum Corporation has issued a letter dated 7.10.2016, whereby and whereunder it has been informed to both the partners that their dealership of retail outlet has been terminated.

3. Learned counsel for the petitioner has raised a grievance that the land was given by the petitioner under the lease to the Hindustan Petroleum Corporation Limited for setting up of the retail outlet, when they have terminated the dealership then they should return his land as the same was given only on account of the fact that as he was running the retail outlet of the Hindustan Petroleum Corporation Limited. He has further raised grievance that even after the termination of the dealership, the Hindustan Petroleum Corporation is supplying the gasoline to the firm which is individually being run by Rajesh Kumar, one of the partners.

4. Learned counsel for the Hindustan Petroleum Corporation Limited opposed the submission of learned counsel for the petitioner and submitted that the land was given to the Corporation for 30 years and they are regularly paying the rent to the land holder and for such relief as claimed the petitioner should approach to the competent Civil Court or to raise dispute under the Arbitration and Conciliation Act, 1996. He further



submits that if the dealership is terminated there is no question of supplying the gasoline to the firm.

5. Be that as it may, there is no need to pass any direction, but if the Hindustan Petroleum Corporation Limited is still supplying the gasoline, they should stop the supply as Rajesh Kumar cannot be allowed to run the retail outlet singularly as it is a partnership firm. However, the petitioner, if so advised, may either raise dispute under the Arbitration and Conciliation Act, 1996 or he may approach to the properly constituted Civil Court for the purposes of return of his land.

6. With the aforesaid observations and directions, this writ application is disposed of.

(Shivaji Pandey, J)

pawan/-

AFR/NAFR	N.A.F.R.
CAV DATE	N/A
Uploading Date	31.07.2017
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