

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

CWP No. 29598 of 2017

Date of Decision: 21.12.2017

M/s. GURMUKH INDANE GRAMIN VITARAK, MAJRI TO ROHTI
ROAD, JHANSA, DISTRICT KURUKSHETRA

..... Petitioner

V/s.

INDIAN OIL CORPORATION AND OTHERS

.....Respondents

CORAM: HON'BLE MR. JUSTICE RAKESH KUMAR JAIN.

Present: Mr. A.S. Sidhu, Senior Advocate,
with Mr. Suvir Sidhu, Advocate,
for the petitioner.

RAKESH KUMAR JAIN, J. (Oral)

This petition is filed for seeking a writ in the nature of certiorari for quashing the order dated 13.12.2017 by which the LPG distributorship issued to the petitioner under the Rajiv Gandhi Gramin Vitrak scheme has been terminated.

In brief, the last date for applying for the aforesaid distributorship was 28.03.2011. The husband of the petitioner, Amrik Singh, had duly applied for the said distributorship. Though, the applications were separately filed by Amrik Singh and his wife Prabhjot Kaur but the letter of intent was issued in the name of Amrik Singh on 25.03.2014 and an agreement dated 12.09.2014 was executed between Amrik Singh and the Indian Oil Corporation Limited. (hereinafter referred as 'Oil company').

Seema Rani and Rajwinder Kaur, who had also applied for the said LPG distributorship and were in contest, made a complaint to the Oil Company that the husband of the petitioner had concealed certain facts at the

time of making the application and was wrongly awarded the marks over and above them. After receiving the complaint, a show cause notice dated 21.06.2017 was served upon the petitioner because in the meantime, Amrik Singh, husband of the petitioner had expired on 08.10.2016. Thereafter, the petitioner filed a detailed reply to the said show cause notice. However, vide impugned order dated 13.12.2017, the distributorship has been terminated, *inter alia*, on the ground that Amrik Singh was awarded marks on his showing the joint account with his brother Satvinder Singh, who do not fall under the definition of “family”.

This aspect of the matter could not be denied by the petitioner who has argued that she is a widow and her husband Amrik Singh was suffering from failure of kidney on which she had to incur lot of expenses and the joint account of Amrik Singh with Satvinder Singh was only on papers otherwise, it was the money of Amrik Singh as Satvinder Singh was living abroad.

After hearing learned counsel for the petitioner and examining the available record, I am of the considered opinion that there is no merit in her contentions because it is specifically provided in Clause 27 of the distributorship agreement that

“Notwithstanding anything to the contrary herein contained, the Corporation shall also be at liberty at its entire discretion to terminate this Agreement forthwith upon or at any time after the happening of any of the following events, namely “if any information given by the Distributor in his application for appointment as a Distributor shall be found to be untrue or incorrect in any material particular.”

As per the procedure, the applicants vying for the allotment of the distributorship are given marks on various heads. The candidate, who secures the highest marks, is ultimately chosen for the distributorship. Amrik Singh secured marks by on a joint account bearing No. 0215000100511112 which was with his brother Satvinder Singh who is not a family member. Had the joint account been within the members of the family then the matter would have been altogether different and perhaps, the Oil Company would not have initiated the proceedings. But as per the provisions of the brochure, the brother is not a member of the family, therefore, the joint account of Amrik Singh was with a stranger.

Thus, in view of the aforesaid facts and circumstances, there is hardly any merit in the present petition for the purpose of interference. Hence, the same is hereby dismissed, though without any order as to costs.

December 21, 2017

Ess Kay

(RAKESH KUMAR JAIN)
JUDGE

Whether speaking / reasoned	:	Yes	/	No
Whether Reportable	:	Yes	/	No