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IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CWP No.689 of 2017
Date of Decision : March 20, 2017

JASWANT SINGH ....Petitioner

VERSUS

INDIAN OIL CORPORATION LIMITED AND ANOTHER

....Respondents

CORAM : HON'BLE MR. JUSTICE M.M.S. BEDI

Present: Mr. Sunil Chadha, Senior Advocate with
Ms. Swati Verma, Advocate for the petitioner.

Mr. Raman Sharma, Advocate for the respondents.

M.M.S. BEDI, JUDGE (ORAL)

Vide communication dated 22.12.2016 (Annexure P-13), the petitioner has been directed to upload crucial information in accordance with the terms and conditions of the dealership agreement executed between the petitioner and respondent No.1-Company. In the said letter, it is mentioned that in case of non submission of valid documents by 09.01.2017, the supply of the products would be stopped.

Notice of motion was issued on 16.01.2017 thereby directing the respondents to maintain status quo regarding the supply of products to the petitioner.

The counsel for the respondents has submitted that the petitioner do not have any cause of action to approach this Court at this stage as no steps have been taken to stop supply of the products to the

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petitioner by the Corporation. However, the counsel for the petitioner has submitted that there is no privity of contract between the petitioner and respondent-Corporation as M/s Anurag Filling Station at location Mullanpur, District Ludhiana was commissioned under the dealership of IBP Co. Ltd., now amalgamated with IOCL as retail outlet, with Shri Tarsem Lal and Shri Om Parkash as the partners of the firm. After the death of Shri Om Parkash in January, 1983 and the relinquishment of the rights by the wife of deceased-partner Shri Om Parkash, reconstitution of the firm was approved with Shri Prem Kumar and Shri Tarsem Lal as partners. Since then and till date, in the records of the Corporation, Shri Prem Kumar and Shri Tarsem Lal are recorded as partners of M/s Anurag Filling Station.

It is averred in the written statement that since year 1983 till date, in the records of respondent-Corporation, Shri Prem Kumar and Shri Tarsem Lal are recorded as the partners of M/s Anurag Filling Station. As such, the said firm was asked vide letter dated 22.12.2016 to furnish certain documents like balance sheet, bank details etc. in line with the other Corporation approved allottees, which has not been done by the petitioner.

After hearing counsel for the petitioner and counsel for the respondents and carefully going through the impugned order (Annexure P-13) in context to Annexure P-9 dated 29.01.2013, it appears that regarding constitution/re-constitution, the respondent-Corporation was satisfied with effect from year 2013 on the information supplied to the

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Chief Divisional Retail Sales Manager (Annexure P-10) in the year 2013. The plea taken up in the written statement is not in consonance with the requirement in the notice (Annexure P-13) wherein it has been mentioned only to the incident that in case the necessary details are not uploaded pertaining to the dealership on the portal of the petitioner firm, the respondent-Corporation shall be constrained to stop supply of all products. The petitioner has submitted that since the reconstitution of M/s Anurag Filling Station by incorporation of petitioner as a partner, is under consideration, the petitioner has got an apprehension that the supply of the products will be stopped for extraneous considerations that the details pertained to dealership with particulars of the petitioner are not acceptable in case an attempt is made for uploading the same.

I have heard counsel for the petitioner as well as counsel for the respondents and I am of the opinion that in the garb of Annexure P-13, the running of M/s Anurag Filling Station cannot be interrupted unless until a show cause notice is served upon the petitioner after not accepting the reconstitution. Since, no steps has been taken by the Indian Oil Corporation Limited till date, following the precedent in CWP No.1381 of 2017 M/s Sharma Filling Station versus Indian Oil Corporation Ltd. decided on 21.02.2017 and in CWP No.2505 of 2017 M/s Sutlej Filling Station versus Indian Oil Corporation Limited and Another decided on 09.02.2017, the rights of the petitioner can be safeguarded by passing a direction that in case the particulars uploaded by the petitioner, pursuant to the notice Annexure P-13 dated 22.12.2016

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are not acceptable for any reason whatsoever, the petitioner will be given adequate opportunity to explain the circumstances before passing a prejudicial order. It is further ordered that in case of non compliance of the requisite requirements of notice dated 22.12.2016 or for any other default, the petitioner will be required to be informed to the discrepancies and the supplies will not be stopped for a period of next 30 days after the communication, in order to enable the petitioner to avail the legal remedy in accordance with law against the respondents.

Disposed of with above said direction without prejudice to the rights of the parties.

It is expected that the exact decision taken by the respondents regarding reconstitution be also intimated to the petitioner in the interest of rules of natural justice.

(M.M.S. BEDI)
JUDGE

March 20, 2017
Rajneesh

Whether speaking/reasoned: Yes/No
Whether reportable: Yes/No

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