

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 02.08.2018

CORAM:

THE HONOURABLE MR.JUSTICE K.K.SASIDHARAN
AND
THE HONOURABLE MR.JUSTICE R.SUBRAMANIAN

W.A.No.1325 OF 2014

THE SENIOR MARKETING MANAGER
TAMIL NADU REGION IBP CO LTD NO. 10 MAYOR
V.R. RAMANTHAN ROAD
CHETPUT CHENNAI 600 031. appellant

versus

1 THE SECRETARY
MINISTRY OF PETROLEUM OIL AND NATURAL GAS
GOVERNMENT OF INDIA NEW DELHI.

2 THE CHAIRMAN
IBP CO LTD NIRMAL CHANDRA STREET
KOLKATA 700 013

3 THE GENERAL MANAGER
SOUTH REGION IBP CO LTD NO. 10 MAYOR V.R.
RAMANATHAN ROAD CHETPUT CHENNAI 600 031.

4 C .PANNIRSELVAM
LAND OWNER IBP AUTO SERVICES SANGGIRI MAIN
ROAD KARUVEPPAMPATTI TIRUCHENGODE 637 204
NAMAKKAL DISRICT.

5 V. BALAKRISHNAN
LAND OWNER IBP AUTO SERVICES NO. 37--38
VELACHERRY MAIN ROD BALAIAH GARDEN
MADIPAKKAM CHENNAI 600 091.

6 TMT. V. CHANDRA
LAND ONER IBP AUTO SERVICES DHARMAPURI
MAIN ROAD POCHAMPALLI 635 206 KRISHNAGIRI
DISTRICT.

7 B. DEVARAJAN
LAND OWNER IBP AUTO SERVICES PONDY
BANGALORE HIGHWAY (OPP) BOYS HIGH SCHOOL
SINGARAPETTAI 635 307 KRISHNGIRI DISTRICT.

- 8 N. KANDASAMY
LAND OWNER IBP AUTO SERVICES MANIANOOR
VILLGE & POST PERAMATHI VELUR 637 201
NAMAKKAL. DISTRICT.
- 9 K. PALANISAMY
LAND OWNER IBP AUTO SERICES KALARANGADU
MINNAMPALLI VILLAGE VAIYAPPAMALAI POST
TIRUCHENGODE TALUK NAMAKKAL DISTRICT.
- 10 P.KALIDASS
LAND OWNER IBP AUTO SERVICES PALANI ROAD
NEAR SAMATHUVAPURAM S.V. MILLS POST
UDUMALPET 642 126 COIMBATORE DISTRICT.
- 11 THIRU K.TAMIL SELVI
IBP AUTO SERVICES 168 DHALI ROAD
UDUMALPET 642 126 COIMBAORE DEISTRICT.
- 12 S. SELVARAJ
LAND OWNER IBP AUTO SERVICES CUDDALORE MAIN
ROAD KATTUKOTTAI VADA CHENNIMALAI ATTUR
SALEM DISTRICT.
- 13 J.S. RADHAKRISHNAN
LAND OWNER IBP AUTO SERVICES HOSUR ROD
ROYAKKOTTAI KRISHNAGIRI DISTRICT.
- 14 TMT. A. SAMEELA KOUSER
LAND OWNER IBP AUTO SERVICES KRISHNAGIRI
MAIN ROAD ADDAKKURUKKI VILLAGE HOSUR TALUK
KRISHNAGIRI DISTRICT.
- 15 TMT B. VIJAYA BABU
LAND OWNER IBP AUTO SERVICES TUKKAPET
VILLAGE PONDY -KRISHNAGIRI ROAD CHENGAK
TIRUVENNAMALAI DISTRICT.
- 16 SRI JAGANATHA GINNING
& OIL MILLS LAND OWNER IBP AUTO SERVICES 1
AVARAMPALYAAM ROAD SIDHAPUDUR COIMBAORE
REP. BY ITS PARTNER D.LAKSHMI NARYANASAMY
- 17 TMT. T. AMIRTAHVALLI
LAND OWNER IBP AUTO SERVICES NARANAPURAM
POST PALLADAM COIMBATORE DISTRICT.

18 TMT. DANA LEKHA
LAND OWNER IBP AUTO SERVICES PONDY
CUDDALORE ROAD TOLL GATE MANAVELI VILLAGE
PONDICHERRY-8

19 C. ARUNACHALAM
LAND OWNERS IBP AUTO SERVICES OZHUGLNACHERY
KANYAKUMRI DISTRICT.

Appeal filed against the order passed by this Court dated 15.12.2009 passed in W.P.No.41313 of 2006.

WP.NO.41313/2006:

Petition filed under Article 226 of the Constitution of India praying for the issue of Writ of Mandamus to direct the respondents to allot the Retail outlets Dealership to the peitoners on Land owners category as inthecase of IndianOil Cororaiton and Bharat petroleum.

For appellant : Mr.M.Ravindran, Senior Counsel
for Mr.R.Ravi

For Respondents : Mr.A.Murugan,
Central Gov. Standing Counsel, for R-1
Mr.V.Elangovan,
for Mr.S.Doraisamy, for R-4

Respondents 2, 3, 5 to 19 given up

J U D G M E N T

(made by K.K.SASIDHARAN, J.)

The learned Single Judge allowed the Writ Petition filed by the 4th respondent and a Mandamus was issued to allot the retail outlet dealership to him under the "land owner's category". The order is under challenge at the instance of a public sector oil company on the ground that the direction was against the policy adopted by the Corporation, prohibiting such conversion.

2. When the appeal was taken up for hearing, the learned counsel for the 4th respondent filed an affidavit dated 30 July 2018 withdrawing the claim for dealership. The 4th respondent wanted the appellants to vacate the premises after the expiry of the lease term viz. 27 June 2022.

3. There is no need for a formal adjudication of the issue raised in this intra court appeal in view of the affidavit filed by the 4th respondent, withdrawing his claim for appointment as a dealer.

4. The 4th respondent is seeking a direction to the appellant to handover vacant possession after completing the lease term on 27 June 2022. The lease agreement executed between the appellant and the 4th respondent contain the essential terms. We are informed that the appellant is given option for renewal by fixing the terms by mutual consent. It would not be possible for this Court to direct the appellant to vacate the premises in view of the proviso for renewal. It is always open to the parties to negotiate the terms for renewal after the expiry of the initial term. We are therefore of the view that it would not be proper to issue a direction to vacate the premises at this point of time. It is open to the parties to work out their remedy in the light of the contractual terms and in accordance with law.

5. The intra court appeal is disposed of with the above observation. No costs. Consequently, M.P.No.1 of 2014 is closed.

Sd/-

Assistant Registrar(CS IV)

//True Copy//

Sub Assistant Registrar

tar

To

1 THE SECRETARY
MINISTRY OF PETROLEUM OIL AND NATURAL GAS
GOVERNMENT OF INDIA NEW DELHI.

2 THE CHAIRMAN
IBP CO LTD NIRMAL CHANDRA STREET
KOLKATA 700 013

3 THE GENERAL MANAGER
SOUTH REGION IBP CO LTD NO. 10 MAYOR V.R.
RAMANATHAN ROAD CHETPUT CHENNAI 600 031.

+1cc to Mr.S.Doraisamy, Advocate sr.no.52772

W.A.No.1325 OF 2014

nr 30/08/2018