

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

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CWP No. 2407 of 2016
Date of Decision: 19.4.2018

Ramesh Lal

.....Petitioner

v.

Bharat Petroleum Corporation Limited and others

.....Respondents

CWP No. 6629 of 2017

Amit Bishnoi

.....Petitioner

v.

Bharat Petroleum Corporation Limited and others

.....Respondents

CORAM HON'BLE MR. JUSTICE RAKESH KUMAR JAIN

Present:- Mr. Gaurav Mohunta, Advocate and
Mr. Gaurav Gogna, Advocate, for the petitioner
(in CWP No. 2407 of 2016)

Mr. Sandeep Verma, Advocate, for the petitioner

(in CWP No. 6629 of 2017)

Mr. Raman Sharma, Advocate, for respondent No.1-BPCL

RAKESH KUMAR JAIN, J.

This order shall dispose of two petitions bearing CWP No. 2407 of 2016 titled as **Ramesh Lal v. Bharat Petroleum Corporation Ltd. and others** (for short the '1st petition') and CWP No. 6629 of 2017 titled as **Amit Bishnoi v. Bharat Petroleum Corporation Ltd. nd others** (for short the '2nd petition') as the issue involved in these petitions is common. However, for the sake of convenience, the facts are being extracted from the 1st petition.

The prayer made in this petition is for the issuance of a writ in the nature of mandamus directing the respondent-Bharat Petroleum Corporation Ltd. (for short the 'Corporation') to convert COCO Dealership to Regular

Dealership in favour of the petitioner.

Briefly stated, the Haryana Urban Development Authority (for short the 'HUDA') offered land in Sectors 22, 38, 44 and 47, Gurgaon for installation of the filling station/petrol pump sites. The land was offered by HUDA on 15 years lease. All these petrol pumps were company operated (COCO). The Corporation appointed the petitioner in the first petition as a contract dealer in Sector 44, Gurgaon and the petitioner in 2nd petition in Sector 38, Gurgaon. The dealership regarding the petrol pump of Sector 22, Gurgaon was abandoned and one Tej Sapru was appointed as a contract dealer for the site at Sector 47, Gurgaon. A formal 'Labour Contract' was executed between the Corporation and the petitioner on 14.3.2005 laying down various terms and conditions. The agreement was valid for a period of one year i.e. from 14.3.2005 to 13.3.2006 (both days inclusive).

It is pertinent to mention here that no letter of intent was issued in favour of the petitioner because he was appointed on contract basis. The petitioner operated the petrol pump for some time and started showing his disinclination by writing letters dated 13.10.2005, 22.12.2005 and 21.4.2006. However, the request of the petitioner was not accepted and in the meantime, the retail outlet of Sector 47, Gurgaon awarded to Tej Sapru, was made regular on 11.5.2004. The petitioner did not raise any hue and cry at that time in regard to the change of status of outlet of Tej Sapru and was rather insisting upon his surrendering the labour contract which was ultimately not accepted by the company and the petitioner continued thereafter.

It is averred that the petitioner has allegedly obtained some information under the Right to Information Act, 2005 somewhere in the end of year 2012 in regard to the retail outlet having been made regular in favour of

Tej Sapru. He has allegedly made certain representations from the year 2014 onwards raising his grievance in this regard and ultimately, approached this Court in the year 2016 for seeking the issuance of a writ in the nature of mandamus claiming parity with the other dealer namely, Tej Sapru, alleging that the petitioner also stands on the same footing and thus, deserves the same treatment by the Corporation.

At the time of preliminary hearing, the grievance of the petitioner was noticed and notice was issued to the respondents. The Corporation has filed its reply and raised preliminary objection about the maintainability of the petition after such a long delay of about 12 years from the date of cause of action accrued to him when the COCO retail outlet given to Tej Sapru, was made Regular in the year 2004. The Corporation has also raised an objection that the order has been passed in favour of Tej Sapru in terms of 'land linked policy' which has already been discontinued from the year 2005, therefore, at this stage the said policy cannot be invoked.

In reply, Mr. Mohunta has submitted that the petitioner has been constantly in touch with the respondent-Corporation seeking one information after the other but it all gone in vain and has approached this Court ultimately by way of this writ petition, after a delay of about 12 years, by invoking Article 226 of the Constitution of India, for the purpose of claiming parity.

I have heard learned counsel for the parties and after perusal of the facts and circumstances of the case, am of the considered opinion that there is no merit in the present petition because the petitioner was never given the letter of intent by the Corporation and was only appointed as a labour contractor by an agreement dated 14.3.2005. The said agreement was for one year and was

discharge his functions as a contractor. The other dealer, namely, Tej Sapru was given the retail outlet which was converted into Regular Dealership way-back in the year 2004 but the petitioner did not choose to come to the Court at that time nor made any kind of representation immediately thereafter for seeking the same relief from the Corporation rather shown his unwillingness in continuing the dealership and had written letters dated 13.10.2005, 22.12.2005 and 21.4.2006 in which not a single whisper is made about Tej Sapru. The Court, thus, can gather what was prevailing in the mind of the petitioner at that time. It was only lateron the petitioner has realised that he should have also sought the same relief from the Corporation and then started collecting material by way of RTI etc. that too in the year 2012. Thereafter, he made representations one after the other instead of approaching this Court and had approached this Court in the year 2016 after about 12 years from the date of accrual of cause of action. There is a huge delay of about 12 years for which no explanation has been tendered. Thus, not only the writ petition is bad for delay and latches but also the petitioner is claiming the benefit of 'land linked policy' which has already been discontinued in the year 2005.

Thus, in view of the aforesaid facts and circumstances, there is hardly any reason with this Court to interfere in these writ petitions.

Dismissed.

A photocopy of this order be placed on the connected case file.

(RAKESH KUMAR JAIN)
JUDGE

19.4.2018
Ashwani

Speaking/Reasoned	Yes/No
Reportable	Yes/No