

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CWP No.19409 of 2018
Date of Decision:06.08.2018

Raman Kumar

..... Petitioner

Vs.

State of Punjab and others

..... Respondents

CORAM: HON'BLE MR.JUSTICE RAKESH KUMAR JAIN

Present: - Mr. Binat Sharma, Advocate,
for the petitioner.

RAKESH KUMAR JAIN, J.

The petitioner is the owner of a tanker bearing registration No.PB-12K-5917. He loaded liquid caustic soda lye on 22.6.2018 from the Punjab Alkalies and Chemicals Ltd. for its delivery to the unit of respondent No.5/Shreyans Industries Ltd. at Ahmedgarh, District Sangrur. The petitioner reached at the unit of respondent No.5 on 23.6.2018 at 09:00 AM but he was not allowed to unload the material. The grievance of the petitioner is that in this process he had suffered a huge loss and has prayed for a direction of this Court for payment of loss to him by respondents No.2 to 5.

I have heard learned counsel for the petitioner and perused the available record.

Before approaching this Court, the petitioner also served a legal notice to the respondents to which reply has been filed by respondent No.2 on 9.7.2018 in which it is categorically mentioned that there was no agreement/contract between respondent No.2 and the petitioner as the

between respondent No.2 and M/s The Nangal Cooperative Truck Operators Goods Carriers Transport Society Limited Nangal (respondents No.6 & 7) for the period from 01.2.2017 to 31.01.2019. It is further averred in the said reply that respondent No.2 is supplying the said material only in big tankers/trailors of minimum capacity of 18 M.T. since 1.5.2018, almost every day to respondent No.5 because unloading of the said material from big tankers is convenient. It is also averred that on 21.6.2018, respondent No.2 sent requirement to respondents No.6 & 7 for big tankers/trailors for sending the aforesaid raw material to respondent No.5 but on 22.6.2018 respondents No.6 & 7 provided two big tankers and one small tanker i.e. a tanker of the petitioner for supply of the said material to respondent No.5 despite the clear instructions that the said material has to be sent only through tankers of minimum capacity of 18 M.T. But on the insistence of the petitioner and respondents No.6 & 7, the petitioner's tanker was also loaded. It is further averred that on 22.6.2018, the petitioner had categorically assured respondent No.2 that in case of refusal to unload the said material by respondent No.5 all the costs and damages shall be borne by him and respondents No.6 & 7. It is also averred that on 26.6.2018, respondent No.2 telephonically instructed the authorities of respondents No.6 & 7 and again vide letter dated 6.7.2018 asked to divert the material in the tanker of the petitioner to M/s Shreyans Industries, Banah (Respondent No.5) so that it can be unloaded there but the petitioner did not comply with and therefore, it is averred that there is no responsibility/liability of respondent No.2 if the tanker of the petitioner remain stranded and any loss has been caused to him rather it is submitted that the remedy of the petitioner lies with respondent No.6 and 7. Moreover, the petitioner has

mentioned the law points without referring to any legal provision of law on the basis of which the petitioner can claim damages from the respondents. In such a situation where the respondents have denied their liability and the issue is also as to whether there was an agreement between the petitioner and respondent No.2 on the basis of which he is claiming damages etc., the only remedy available with the petitioner is of approaching the civil court by filing a suit for damages. The writ petition is thus hereby dismissed though without any order as to costs.

06.08.2018

Vivek

(RAKESH KUMAR JAIN)
JUDGE

Whether speaking /reasoned : *Yes/No*

Whether Reportable : *Yes/No*