

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 20.12.2019

Coram:

THE HONOURABLE MR. JUSTICE C.V.KARTHIKEYAN

Writ Petition No.24579 of 2019  
and  
W.M.P.Nos.24253 and 24254 of 2019

S.Suriya

.. Petitioner

/versus/

1.Territory Manager(Lubes) Reseller,  
Bharat Petroleum Corporation Limited,  
No.1, Ranganathan Gardens, 11th Main Road,  
Anna Nagar, Chennai 600 040.

2.Bazaar Channel Manager-Lubes(South),  
Lubricants Department, Bharat Petroleum Corp.Ltd.,  
No.1, Ranganathan Gardens, Opp.11th Main Road,  
Anna Nagar, Chennai 600 040.

.. Respondents

prayer:-

Writ Petition filed under Article 226 of the Constitution of India praying to issue a Writ of Mandamus to direct the respondents not to cancel the petitioner dealership (RLD) with them arbitrarily.

(Prayer amended as per Order dated 05/12/2019 made in W.M.P.No.30926/2019 in W.P.No.24579/2019 by CVKJ)

For Petitioner :Mr.Kanimozhimathi

For Respondents :Mr.M.Vijayan for  
M/s King and Partridge  
for R1 and R2

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O R D E R

The petitioner had filed the present writ petition in the nature of Writ of Mandamus to direct the respondents not to cancel the dealership of the petitioner, arbitrarily.

2. The petitioner had applied for appointment of Rural Lubes Distributorship of the respondents for Ambur Taluk,

Vaniampadi Taluk and Tiruppattur Taluk. He was called for an interview on 13.07.2017 and got selected and a Letter of Intent dated 04.09.2017 was issued by the respondents, wherein it is stated that the respondents are continuing to supply the lubricants to the petitioner. The petitioner originally apprehended that the dealership would be cancelled in view of the fact that an advertisement had been placed calling for fresh dealership. However, pending the writ petition, the prayer had been amended seeking a direction that the petitioner's dealership should not be terminated. A statement is made across the bar by Mr.M.Vijayan, learned counsel appearing for respondents 1 and 2, that the policy of the respondents is that they never terminate any dealership arbitrarily. The respondents have always been following letter and spirit of law and also following the principles of natural justice by issuing show cause notice to any dealer. Similarly, the respondents have also a right of liberty to issue show cause notice, if they want to terminate the dealership. If a show cause notice is issued, the petitioner must certainly be given an opportunity to reply to the same. In this case, such a situation does not arise as on date.

3. The only grievance of the learned counsel appearing for the respondents is that though they are supplying the lubricants, the petitioner is not lifting the lubricants and therefore, there is stagnation at the supply point. The learned counsel for the petitioner herein states that they have lifted the lubricants and would continue to do the business. In view of these facts, the statement at the bar is recorded and the respondents, as per their policy, cannot terminate the petitioner's dealership, except by following due process, namely by issuing show cause notice, by affording an opportunity of personal hearing, if deemed required and thereafter, passing considered orders on merits.

4. Accordingly, this writ petition is disposed of. No costs. Consequently, connected Miscellaneous Petitions are closed.

Sd/-  
Assistant Registrar(CS VI)  
//True Copy//

Sub Assistant Registrar

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To:

1.Territory Manager(Lubes) Reseller,  
Bharat Petroleum Corporation Limited,  
No.1, Ranganathan Gardens, 11th Main Road,  
Anna Nagar, Chennai 600 040.

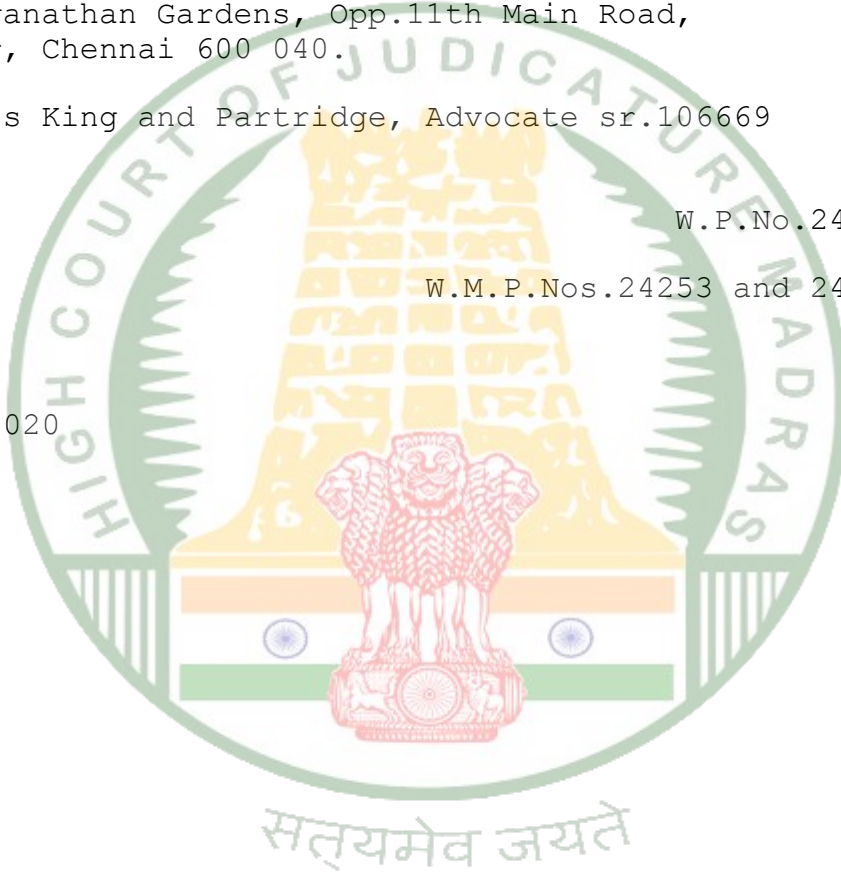
2.Bazaar Channel Manager-Lubes(South),  
Lubricants Department, Bharat Petroleum Corp.Ltd.,  
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Anna Nagar, Chennai 600 040.

+lcc to M/s King and Partridge, Advocate sr.106669

W.P.No.24579 of 2019  
and

W.M.P.Nos.24253 and 24254 of 2019

pvs(co)  
nr 03/02/2020



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