

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 11.01.2019

CORAM

THE HONOURABLE MR. JUSTICE V.BHARATHIDASAN

W.P.No.30953 of 2018
and
W.M.P.No.36091 of 2018

Kurunji Nadu Peoples Welfare trust
a registered Trust
rep. by its Secretary
R.Selvam, S/o. R.Rangasamy,
8/9, Neduvalampatty,
Valavanthi Nadu, Semmedu Post,
Kolli Hills, Namakkal District.

.... Petitioner

Versus

1. The General Manager,
(AAVIN),
The Salem, Namakkal District
Co-op Milk Producers Union Ltd.,
Sithanur, Dhalavaipatty,
Salem - 636 302
2. The Marketing Manager,
(AAVIN),
Sales Division,
Salem District Co-operative Milk
Producers Union Ltd.,
Near Anjaneyar Temple,
Namakkal.

... Respondents

PRAYER: Writ petition is filed under Article 226 of the Constitution of India praying for the issuance of a Writ of Mandamus forbearing the respondents from granting additional dealership for selling aavin By-products in the Kolli Hills and Foot Hills Area during the currency of the petitioner Trust wholesale dealership from 01.06.2018 to 31.05.2021.

For Petitioner : Mr.K.Govi Ganesan

For Respondents: Mr. D.Venkatachalam,
Addl. Government Pleader

ORDER

This writ petition has been filed forbearing the respondents from appointing any wholesale dealer for distributing Aavin By-products in Kolli Hills and Foot Hills area.

2. The grievance of the petitioner is that, the petitioner was appointed as a wholesale dealer for distributing the Aavin products, by an order dated 16.06.2018. The above appointment order is valid for a period of 3 years from 01.06.2018 to 31.05.2021. Pursuant to the above said order, the petitioner is doing business. Now, the petitioner came to know that the respondents are going to appoint another wholesale dealer in the very same area. In the above circumstances, this writ petition has been filed.

3. The learned counsel appearing for the petitioner would contend that the Kolli hills area is a very small area and only with legitimate expectation that no other dealer will be appointed in the area, the petitioner has undertaken the dealership. That apart, the respondents have also fixed a target of Rs.15 lakhs per month. Now, without considering all those aspects, the respondents are taking steps to appoint another dealer, which will cause prejudice to the petitioner.

4. The learned counsel appearing for the respondents would contend that, after appointment, the petitioner has entered into a wholesale dealership with the first respondent, wherein, the first respondent has specifically reserved the right to appoint additional dealer to sell the product. After accepting the above said condition, the petitioner entered into the said agreement. Even in the order of appointment, it is made clear that the dealership order is issued subject to the terms and conditions prescribed in the agreement. The parties are bound by the terms and conditions prescribed in the said agreement and hence, now it is not open to the petitioner to say that the respondents cannot appoint any other dealer in that area.

5. I have considered the rival submissions and perused the materials available on record.

6. As rightly contended by the learned counsel for the respondents, there is a specific clause in the agreement, which reads as follows :-

" 1. The seller reserve to itself the right to appoint additional dealers and to sell its products to any other purchaser as the seller deems fit in the same area of operation and sell its products through any other party and through its sister co-operative Unions/societies and for such sales, the purchaser will not be entitled to any over-riding commission."

Apart from that, in the order of appointment of the petitioner as a wholesale dealer, it is a specific condition that the dealership order is issued subject to the terms and conditions prescribed in the agreement. After agreeing with the conditions and giving liberty to the respondents to appoint another additional dealer in the area, now it is not open to the petitioner to state that the respondents cannot appoint another dealer in that area. Hence, I find no merit in the writ petition.

7. Accordingly, this writ petition is dismissed. No costs. Consequently, connected miscellaneous petition is closed.

Sd/-
Assistant Registrar(CO)

//True Copy//

सत्यमेव जयते
Sub Assistant Registrar

mrp

To

1. The General Manager,
(AAVIN),
The Salem, Namakkal District
Co-op Milk Producers Union Ltd.,
Sithanur, Dhalavaipatty,
Salem - 636 302

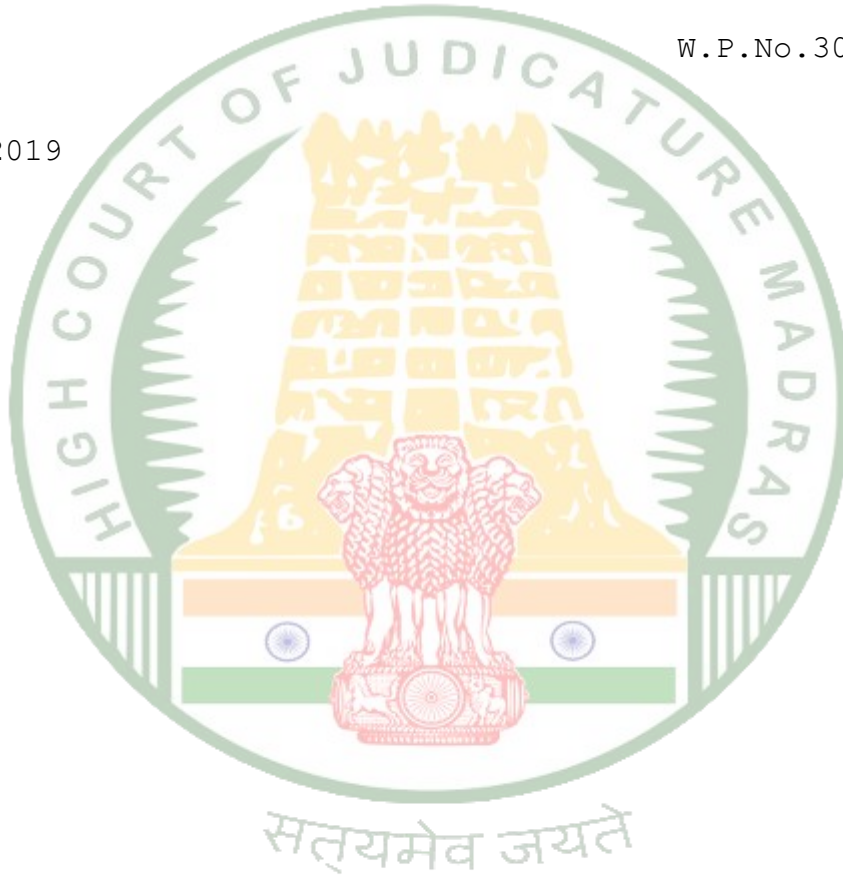
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2. The Marketing Manager,
(AAVIN),
Sales Division,
Salem District Co-operative Milk
Producers Union Ltd.,
Near Anjaneyar Temple,
Namakkal.

+lcc to Mr.K.Govi Ganesan, Advocate sr.no.3220
+lcc to Mr.R.Balaramesh, Advocate sr.no.3767

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vba(co)
nr 14/03/2019



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