

NAFR

HIGH COURT OF CHHATTISGARH AT BILASPUR**WPC No. 2527 of 2020**

M/s Agrawal Fuels Rajnandgaon, Through Proprietor Kamal Kumar Agrawal, Aged About 58 Years, S/o Govind Lal Agrawal, R/o G.E. Road, Rajnandgaon Chhattisgarh.

---- Petitioner**Versus**

1. State Of Chhattisgarh Through The Secretary Department Of Revenue And Disaster Management, Mahanadi Bhawan Mantralaya, Atal Nagar Raipur Chhattisgarh.
2. Collector (Food) Rajnandgaon Chhattisgarh.
3. Sub Divisional Officer (Revenue), Rajnandgaon Chhattisgarh.
4. Superintendent Of Police, District Rajnandgaon Chhattisgarh.
5. City Superintendent Of Police District Rajnandgaon Chhattisgarh.
6. Indian Oil Corporation, Through Madhya Pradesh State Office, India Oil Bhawan, 16 Arera Hills, Jail Road, Bhopal 462001, Madhya Pradesh.

---- Respondents

For Petitioner	:	Mr. Varun Sharma, Advocate
For State	:	Mr. Mateen Siddiqui, Deputy A.G.
For Respondent No.6	:	Mr. Anand Shukla, Advocate

Hon'ble Shri Justice P. Sam Koshy**Order on Board****27/10/2020**

1. The challenge in the present writ petition is to the order dated 15.10.2020 passed by the Sub-Divisional Officer directing the petitioner to handover the peaceful possession of the land over which the respondent No.6 have a petrol pump of which the petitioner was dealer at one point of time.
2. The contention of the petitioner primarily is that the petitioner was appointed as a dealer by the respondent No.6 as early as on 15.03.1980. That the petitioner's dealership was terminated vide

order dated 15.03.2012. The dispute arising out of the termination of dealership is still pending consideration and the matter is subjudice in an Arbitration Appeal i.e. Arbitration Appeal No. 41/2019. According to the petitioner once when the dealership with the petitioner stands terminated, the lease executed between the petitioner and the respondent No.6 would also automatically get terminated and the respondent No.6 thereafter cannot claim possession of the said property. The petitioner relies upon the judgment in the case of ***“Indian Oil Corporation Limited & Others v. Shashi Prabha Shukla & Another” 2018(12) SCC 85*** in this regard.

3. Per contra, the learned counsel for the respondent No.6 at whose behest the impugned order has been passed submits that the dealership agreement and the lease agreement entered into between the petitioner and the respondent No.6 are entirely different. According to the respondent No.6, even after the termination of the dealership, the lease deed continues as would be evident from the fact that even as on date the petitioner is receiving the periodical lease rent agreed upon between the parties, which itself is sufficient to indicate that the lease is still in force.
4. The further contention of the respondent No.6 is that the petitioners have not got any interim protection against the termination of dealership and therefore the petrol pump is lying idle for a considerable period of time and it was with this intention that the respondent N.6 has approached the respondents-State for getting

the possession of the said property so that the petrol pump can be operated by a third party or by the Corporation, till the dealership issue with the petitioner is finally decided.

5. Having heard the contentions put forth on either side and on perusal of record, undisputedly the dealership of the petitioner stood terminated vide order dated 15.03.2012. As of now, there is no interim protection in favour of the petitioner from any judicial forum enabling him to operate the Petrol Pump. The petitioner initially had challenged the same in a writ petition i.e. WPC No. 1533/2012, which stood allowed on 13.06.2013. However, the Division Bench of this Court in Writ Appeal No. 451/2013 allowed the appeal of the respondent No.6-Corporation reversing the order of the Single Bench vide order dated 11.09.2013 and the parties were relegated for resolving the dispute by way of arbitration. Subsequently, an Arbitrator was appointed, who rejected the claim of the petitioner vide his award dated 16.03.2017, which has also been affirmed in a proceeding under Section 34 by the District Judge, Raipur and thereafter the matter is subjudice in the High Court in Arbitration Appeal No. 41/2019.
6. It is also undisputed that till now the petitioner has been receiving the lease rent, even-though the dealership was cancelled way back in the year 2012. The fact that the petitioner was accepting the lease rent, prima facie forces this Court to draw an inference that the lease is still in force. The said property for which the lease rent is being received by the petitioner is lying idle without the petrol pump being

operated, either by the Corporation or the petitioner and in the process substantial loss to the respondent No.6, so also a great inconvenience to the general public at large also is caused.

7. The fact that the termination of dealership is subjudice in an arbitration proceedings before the High Court, that by itself would not be sufficient for the Corporation to wait for operating the said premises, particularly when there is no interim protection in favour of the petitioner and also when the validity of that lease still survives, which according to the counsel for the respondent No.6 is for a period of 30 years starting from 31.05.2001 to 30.05.2031 which ofcourse shall be subject to the outcome of the Arbitration Appeal between the Petitioner and the Respondent Corporation.
8. Given the said undisputed factual matrix of the case, this Court is of the opinion that no strong case as such has been made out calling for an interference with the impugned order (Annexure P/1) reserving the right of the petitioner to claim appropriate reliefs in the arbitration appeal that is pending between the parties. The writ petition accordingly stands rejected with the aforesaid liberty to the petitioner.
9. Our reluctance to entertain the writ petition would not preclude the petitioner for approaching the authorities for ventilating his grievances while moving an appropriate application for grant of an opportunity of hearing or for recalling of the order earlier passed by the Collector.

10. It is made clear that this Court has not expressed any opinion on the merits of the case. The authorities would be at liberty to take a decision purely on its own merits.

Sd/-
(P. Sam Koshy)
Judge

Ved