

Court No. 22

WPA 515 of 2021

13.01.2021

(DL 4)

(S. Banerjee)

Anjali Ghosh

Vs.

Indian Oil Corporation Limited & Ors.

Mr. Arabinda Chatterjee

... for the petitioner

Ms. Vineeta Meharia

Mr. Amit Meheria

Ms. Urmila Chakraborty

Ms. Paramita Banerjee

Ms. Subika Paul

Mr. Ratul Ghosh

... for the respondent nos. 1 to 6

Let the affidavit of service filed in court today be kept with the record.

This writ application has been filed challenging the termination letter issued by the Indian Oil Corporation, the respondent no. 1 herein, on 2nd January, 2021 which is at page 130 of the writ application. By giving a detailed order the agreement for retail outlet dealership has been terminated with immediate effect, as has been stated in the said letter. The dealership agreement was dated 26th April, 2002.

In clause 67 of the dealership agreement (at page 66 of the writ application) there is an Arbitration Clause which says that – any dispute or difference of any nature regarding any right, liability, act, omission or account of any of the parties arising out of or in relation to the agreement shall be referred to the sole arbitration of the Director Marketing of the corporation or of some office of the corporation etc.

When there is an arbitration clause for raising all questions before the learned tribunal for which

provision is there within the contract itself, this court will not exercise its writ jurisdiction.

In view of the judgement delivered by the Hon'ble Supreme Court in State of U.P. –Vs. Bridge and Roof, reported in (1996) 6 SCC 22, it has been clearly laid down that if there is an arbitration agreement the courts will not exercise the writ jurisdiction or the parties will not have any liberty to come before the writ jurisdiction for redressal of their grievances.

Learned advocate for the petitioner has placed reliance upon four judgements mentioned below:

- 1) (2003) 2 SCC 107,
- 2) (2004) 3 SCC 553 (paragraph 14 and 15),
- 3) (2011) 5 SCC 697 and
- 4) (2009) 14 SCC 451

However, I am not inclined to go into those judgements as the law is settled in this regard that when there is an arbitration agreement, writ court is not the proper forum to entertain such disputes.

For this reason I am not entertaining this writ application and the same is dismissed.

(Abhijit Gangopadhyay, J.)