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**W.P.A. 16302 OF 2021**

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(Through Video Conference)

Arjun Palit

Vs.

Union of India & Ors.

Mr. Biswapriya Samanta

..... For the petitioner

Mr. Amal Kumar Sen

Mr. Jaladhi Das.

.... For the State

Affidavit-of-service, filed in Court, be kept with the record.

This is an application under Article 226 of the Constitution of India wherein the writ petitioner is aggrieved by an order dated September 22, 2021 passed by the A.R.T.O. Bishnupur, rejecting the issuance of Trade Certificate to the petitioner on the ground that the petitioner is not *bona fide* dealer as per Rule 35(1) of the Central Motor Vehicles Rules, 1989 (hereafter referred to as the Rules).

It is to be noted that this is a second round of litigation and on the earlier occasion, by an order dated August 17, 2021, this Court had directed the officer concerned to pass a reasoned order. The said reasoned order is now being assailed before this Court in this writ petition.

Counsel appearing on behalf of the petitioner submits that a *bona fide* agreement dated February 18,

2019 exists between Hero MotoCorp Ltd. and the petitioner for Associate Dealer for a period of five years. The petitioner submits that the rejection of issuance of Trade Certificate is without any basis in law and based on illegal reasons. He submits that the fact that a *bona fide* agreement exists between the original equipment manufacturer and the petitioner is sufficient for issuance of Trade Certificate and no other document can be sought for by the department. The petitioner relies on a judgment of the High Court of Kerala at Ernakulam in **WP (C) No. 13689 of 2019 (I) [Biju K. K., Karthika Bhavan, Karukachal, Kottayam -vs.- The Transport Commissioner, Trans Towers, Vazhuthacaud, Thycaud]** to buttress his argument.

Mr. Sen, counsel appearing on behalf of the respondent authority fairly submits that there is no specific definition for a *bona fide* dealer in the Rules. He further submits that Trade Certificate is normally sought for by the certificate issuing authority from the original equipment manufacturer to remove all doubts.

I have heard counsel appearing on behalf of the parties and perused the materials on record. Upon perusal of the documents it is clear that a *bona fide* agreement exists between the petitioner and the original equipment manufacturer and the same has been placed on record before this Court.

In light of the same, the insistence of the department on a “*bona fide* dealer” certificate from the

authority is without any basis in law. The very fact that a proper legal agreement that has been provided may be sufficient for issuance of Trade Certificate.

In light of the above reasons, the impugned order is quashed and set aside and the authority concerned is directed to issue Trade Certificate to the petitioner within a period of four weeks from date.

With the above direction, the writ petition is disposed of. There will be no order as to costs.

Urgent photostat certified copy of this order, if applied for, be given to the parties upon compliance of all necessary formalities.

**(Shekhar B. Saraf, J.)**