



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 17.12.2021

CORAM :

THE HONOURABLE MR. JUSTICE S.M. SUBRAMANIAM

W.P.No.12345 of 2011
&
M.P.Nos.1 & 2 of 2011

S.Venkatesan @ Gopu

... Petitioner

Vs.

1.The Union of India, rep by its Secretary,
Ministry of Petroleum and Natural Gas,
Shastri Bhavan, New Delhi.

2.The Chairman,
Hindustan Petroleum Corporation Ltd,
Petroleum House,
No.17 J. Tata Road,
Mumbai-400 020,

3. The General Manager,
South Zone, Hindustan Petroleum Corporation Ltd,
4th Floor, Thalamuthu Natarajan Buildings,
No. 8 Gandhi Irwin Road,
Chennai-600 008.

4. The Senior Regional Manager (Chennai Region),
Hindustan Petroleum Corporation Ltd, 4th Floor,
Thalamuthu Natarajan Buildings,
No.8, Gandhi Irwin Road,
Chennai-600 008

... Respondents

Prayer : Writ Petition filed under Article 226 of the Constitution of India for issuance of a Writ of Mandamus, to direct respondents 1 to 4 to consider the candidature of the Petitioner's application for the allotment of petrol bunk at Chetpet, Thiruvannamalai, "District" on compassionate ground as his father, namely, E.Sreenivasan S/O, Shri. Ethiraju Mudhaliar (Late) leased out his share of property in prime area in Chetpet-"Town" on 10.09.2003, in Survey No. 322/ 2 B (Old Door No.156, New Door No.64) admeasuring to an extend of 0.35 cents (Approximately) for a meager monthly rent to the Respondent No.4



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herein i.e. for a sum of Rs 9,000/- (Rupees Nine Thousands Only) for the purpose of retail selling of petroleum products.

For Petitioner : Mr.A.Vimalraj
for Mr.M.Arumugam

For Respondent 1: No Appearance

For Respondents : Mr.M.Vijayan
2 to 4 M/s.King and Partridge

O R D E R

The relief sought for in the present Writ Petition is to direct the respondents 1 to 4 to consider the candidature of the petitioner's application for the allotment of petrol bunk at Chetpet, Thiruvannamalai District on compassionate ground as his father, namely, E.Sreenivasan S/O, Shri. Ethiraju Mudhaliar (Late) leased out his share of property in prime area in Chetpet-"Town" on 10.09.2003, in Survey No. 322/ 2 B (Old Door No.156, New Door No.64) admeasuring to an extend of 0.35 cents (Approximately) for a meager monthly rent to the Respondent No.4 herein i.e. for a sum of Rs 9,000/- (Rupees Nine Thousands Only) for the purpose of retail selling of petroleum products.

2. The grievances of the Writ Petitioner is that his father late E.Sreenivasan, leased out his share of property in Chetpet in favour of the respondent / Hindustan Petroleum Corporation Limited and as per lease terms and conditions, the Corporation is running a retail outlet. After the demise of the petitioner's father, the petitioner submitted an application for grant of dealership on compassionate grounds.

3. The application submitted by the petitioner was not considered by the Corporation and therefore the petitioner is constrained to move the present Writ Petition.

4. The learned counsel appearing on behalf of Hindustan Petroleum Corporation Limited objected the said contention by stating that the father of the petitioner had entered into a lease agreement for a period of 30 years, i.e., from 10.09.2003 to 09.09.2033. Thus, the lease period has not been expired and therefore the respondent Corporation is in lawful occupation of the subject property and running the retail outlet.

5. As far as the allotment of retail dealership in favour



of the petitioner is concerned, there is no provision for grant of allotment based on lease agreements. The issue regarding grant of retail outlet in favour of the the lessors, the Hon'ble Supreme Court considered the issue in the case of Mohd. Jamal Vs. Union of India and another - (2014) 1 SCC 201 and following observations were made:

"61. We are inclined to hold that the doctrine of promissory estoppel and legitimate expectation, as canvassed on behalf of the Appellants and the Petitioners, cannot be made applicable to these cases where the leases have been granted by the land owners on definite terms and conditions, without any indication that the same were being entered into on a mutual understanding between the parties that these would be temporary arrangements, till the earlier policy was restored and the claim of the land owners for grant of dealership could be considered afresh. On the other hand, although, the nominees of the lessors were almost in all cases appointed as the M&H Contractors, that in itself cannot, in our view, convert any claim of the land owner for grant of a permanent dealership. As has been indicated hereinbefore, even the M&H Contractor had to submit an affidavit to the effect that he did not have and would not have any claim to the dealership of the retail outlet and that he would not also obstruct the making over possession of the retail outlet to the Oil Company, as and when called upon to do so. The decisions cited on behalf of the Appellants/Petitioners, are not, therefore, relevant for a decision in these cases. Although, the Appeals have been filed on account of the denial to the land owners of the grant of dealership in respect of the lands demised by them to the Oil Companies, the entire focus has shifted to COCO outlets on account of the fresh lease agreements entered into by the Appellants with the Oil Companies which has had the effect of obliterating the claim of the land owners made separately under earlier lease agreements. The claims of the Appellants/Petitioners in the present batch of matters have to be treated on the basis of the agreements subsequently entered into by the Oil Companies, as submitted by the learned Attorney General".

6. Relying on the said Judgement, the learned counsel for Hindustan Petroleum Corporation reiterated that the petitioner has no right to claim any license to run retail outlet in his



capacity as lessor and the lease period has not been expired. Therefore, the Writ Petition has to be rejected.

7. This Court is of the considered opinion that, admittedly, the father of the petitioner entered into a lease for 30 years and the lease period will expire only on 09.09.2033. If at all the petitioner is having any grievances regarding enhancement of rent, it is for him to raise enhancement in the manner known to law by adjudicating issues before the competent authorities.

8. The grievances of the petitioner is that the property is situate in an urban area at Thiruvannamalai and the respondent corporation is paying a meagre rental amount of Rs.9,000/-, if so, the petitioner is at liberty to seek enhancement of rent from the respondent Corporation or if he wants to revoke the lease deed, he has to follow the procedures or conditions imposed.

9. Thus, all these disputes are to be resolved between the parties before the competent authorities in the manner known to law. As far as present claim of the petitioner is concerned, there is no provision to grant license for retail outlet on compassionate grounds. Therefore, the relief sought for in the present Writ Petition cannot be granted.

10. With these observations, the Writ Petition stands dismissed. Consequently, connected Miscellaneous Petitions are closed. No costs.

Sd/-

Assistant Registrar(CS-II)

//True Copy//

Sub Assistant Registrar

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To

1.The Union of India,
The Secretary,
Ministry of Petroleum and Natural Gas,
Shastri Bhavan, New Delhi.

2.The Chairman,
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Chennai-600 008.

+1cc to Mr.King & Patridge, Advocate SR.No.68112

W.P.No.12345 of 2011

GJ(CO)
GN(25/01/2022)