

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.11688 of 2021

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Ram Narayan Ray Son of Late Sheokhi Ray, Resident of Majhauri Dharamdas
Kachhi- Pakki Chowk, N.H. 28 Shusta, P.S. Sadar, District - Muzaffarpur.

... .. Petitioner/s

Versus

1. The Indian Oil Corporation Limited (Marketing Division) Lok Nayak Jai Prakash Bhawan, 5th Floor Dank Bungalow Chowk, Patna.
2. The Managing Director, Indian Oil Corporation Bihar, Patna.
3. The General Manager I/C (LPG)/BSO Indian Oil Corporation Bihar, Patna.
4. The Plant Manager Muzaffarpur Bottling Plant, Indian Oil Corporation Limited, Bihar, Patna.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Vijay Shankar Shrivastava, Advocate
For the Respondent/s	:	Mr. Ankit Katriar, Advocate

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CORAM: HONOURABLE THE CHIEF JUSTICE

and

HONOURABLE MR. JUSTICE S. KUMAR

ORAL JUDGMENT

(Per: HONOURABLE THE CHIEF JUSTICE)

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(The proceedings of the Court are being conducted by Hon'ble the Chief Justice/ Hon'ble Judges through Video Conferencing from their residential offices/residences. Also, the Advocates and the Staffs joined the proceedings through Video Conferencing from their residences/offices.)

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Date : 17-01-2022

Heard learned counsel for the parties.

Petitioner has prayed for the following relief(s):-



- i) For issuance of a writ in the nature of certiorari quashing the letter dated 12.11.20 issued under the signature of G.M.(L.P.G.) I/C Bihar State Office Indian Oil Corporation Ltd. as contained in annexure-6 to this writ petition, whereby and where under the Transport Contract with the Corporation for Muzaffarpur LPG Bottling Plant is hereby terminated with immediate effect and further the security deposit of Rs.7.5 lacs which the petitioner submitted to the Corporation in the Form of Demand Draft of Rs.1.875 lacs and bank guarantee of Rs.5.625 lacs stands forfeited.
- ii) For issuance of a writ in the nature of Mandamus directing and commanding the respondents to not terminate of LPG Cylinder Road Transport Contract Agreement entered in between the petitioner and Indian Oil Corporation Limited as well as to not forfeit the security deposit of Rs.7.5 lacs which was deposited by the petitioner to the corporation in the Form of Demand Draft of Rs.1.875 lacs and Bank guarantee of Rs.5.625 lacs.
- iii) To grant any other relief or reliefs for which the petitioner is entitled from the facts and circumstances of the case.

After the matter was heard for some time, finding the Court not to be in favour with the submissions made across the Bar, learned counsel for the petitioner, more so in view of



the disputed question of fact, fairly states that petitioner be permitted to withdraw the present petition reserving liberty to invoke the arbitration clause, and/or take recourse to such alternative remedies as are available in accordance with law.

Permission granted.

Petition stands disposed of in the aforesaid terms. We clarify that we have not adjudicated the dispute on merits. All questions of fact and law are left open to be agitated and adjudicated before the appropriate forum in appropriate proceedings.

Petition stands disposed of in the aforesaid terms.

Interlocutory Application(s), if any, stands disposed of.

(Sanjay Karol, CJ)

(S. Kumar, J)

Amrendra/PKP

AFR/NAFR	
CAV DATE	
Uploading Date	19.01.2022
Transmission Date	

