

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD**

34 WRIT PETITION NO.12116 OF 2022

**ASHA NANDKISHOR MALI M/S KRISHNA TRADERS
VERSUS
HINDUSTAN PETROLEUM CORPORATION LIMITED THROUGH ITS
GENERAL MANAGER AND ANOTHER**

...

Advocate for Petitioners : Mr. Kuptekar Sachin V.
Advocate for Respondents : Mr. A. P. Bhandari

**CORAM : MANGESH S. PATIL &
Y. G. KHOBRAGADE, JJ.**

DATE : 05.12.2022

ORDER:

1. Heard. Rule. It is made returnable forthwith. At the request of the parties, the matter is heard finally at the admission stage.
2. The petitioner who was allotted a retail outlet by the respondent Petroleum Corporation, is aggrieved by the suspension of dealership by the impugned communication dated 11.11.2022 on the ground that she was in the employment as Balwadi Shikshika and in spite of stipulation in the letter of intent issued in the year 2004, she had not resigned from the employment and it is violation of clause no.4(c)(ii) of the dealership agreement of 2006.
3. The learned advocate for the petitioner submits that husband of the petitioner had applied for the dealership soon after the marriage.

She was oblivious of the functioning of the petrol pump. Subsequently, a matrimonial dispute arose between them and the decree of divorce was passed in the year 2019. It is thereafter that she realized that some strangers fraudulently obtained power of attorney from her for running the petrol pump. She had also lodged police complaint and there is no breach of the terms and conditions of the dealership agreement.

4. The learned Advocate Mr. Bhandari for the respondent corporation points out that there is ample material to disclose that the petitioner is in breach of the terms and conditions of the letter of intent and the dealership agreement. She was in the employment as a Balwadi Shikshika since after 2004, in the absence of any material to demonstrate that she had resigned from the job as is a stipulation in the letter of intent, the petrol pump continued to be operated illegally and unauthorizedly.

5. The learned advocate Mr. Bhandari would further submit that apart from the fact that the petitioner was incompetent/ineligible or at the most should have resigned from the job, post allotment of the petrol pump, she continued to possess dealership illegally. On her own saying she is *ex facie* guilty of another breach in the form of breach of stipulation which prohibits the licence holder from assigning the operation of the petrol pump to the stranger without intimation to the

Corporation. She is now alleging that some strangers have been running the petrol pump and she is complaining about the fraud. The fact remains that for years together, some strangers, in breach of the terms and conditions, have been running the petrol pump because of the tacit consent of the petitioner. In any case, since the petitioner has been guilty of couple of breaches, it would entitle the Corporation to suspend licence and since she is belonging to SC/ST category, the procedure as is required to be followed for consideration of the issue by the committee has been processed. The learned advocate would submit that, that will be a procedural formality inasmuch as, the petitioner on her own saying, has been guilty of the breaches.

6. We have considered the rival submissions.

7. Admittedly, the petitioner was allotted petrol pump in the year 2005. Even if it is assumed that her husband had taken a lead for the allotment of the petrol pump, the dispute between the two seems to have started in the year 2016, resulting in passing the decree for dissolution of marriage. Meaning thereby, that since inception the petitioner, in spite of being in the employment, has not resigned from the employment as was expected of her in view of the letter of allotment dated 20.07.2004.

8. Besides, even according to her own stand, some strangers have been running the petrol pump by obtaining a power of attorney from her *albeit* fraudulently. The petitioner for the first time seems to have come out with such a stand of fraud belatedly. Whether some fraud was practiced upon her being a question of fact, we would not be able to indulge into and make its scrutiny threadbare.

9. Suffice for the purpose to observe that in view of the terms and conditions of the dealership agreement, she is apparently in breach of the condition regarding assignment of operation of the petrol pump. It would be an additional ground entitling the respondent- Corporation to suspend the licence.

10. There is no merit in the petition. It is dismissed. Rule is discharged. No order as to costs.

(Y. G. KHOBRAGADE, J.)

(MANGESH S. PATIL, J.)

JPChavan