



WEB COPY

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 19.01.2022

CORAM :

THE HONOURABLE MR. JUSTICE S.M.SUBRAMANIAM

W.P.No.30531 of 2016

and

W.M.P.Nos.26466 and 26467 of 2016

Sri Balasubramaniam Agencies,
Represented by its Partner Mr. Vijayan
No:50 A/11, Thandarmapet Road,
Near Thamarikulam,
Thiruvannamalai - 606 003.

... Petitioner

Vs.

1.The Deputy General Manager
Korukkupet Terminal
Indian Oil Corporation
Kathivakkam High Road
Chennai - 600 021.

2.Indian Oil Corporation Limited
Represented by
Its competent authority
Anna Salai, Madras - 600 002.

... Respondents

Prayer: Writ Petition filed under Article 226 of the Constitution of India for issuance of a Writ of Certiorarified Mandamus, to call for the records on the file the 2nd respondent on Proc No.Ref KKPT/OPS/TT dated 17.08.2016 and quash the same as illegal, incompetent and wholly without jurisdiction and consequently direct the 2nd respondent to allow the petitioner to transport the Petroleum products through the following trucks viz; TN 12 C 9329, TN 12 C 8822, TN 12 C 9410, TN 12 C 9477, TN 12 C 8789, TN 25 F 7537, TN 25 Q 5566, TN 25 H 3946, TN 25 Q 2909, which are the subject matter of the Agreement dated 30.04.2012 with the 2nd respondent.

For Petitioner : Mr.Sunny
For Mr.V.Raghavachari

For Respondents : Mr.R.Ravi [For IOC]



O R D E R

The order of Termination of Transport Contract and Blacklisting of the petitioner's trucks in proceedings dated 17.08.2016 is under challenge in the present writ petition.

2. Admittedly, the contract was entered between the parties on 30.04.2012. The agreement is called the Bulk Petroleum Products Road Transport Agreement. On account of certain allegations against the petitioner, the respondents initiated action and issued show cause notice regarding allegations of Malpractice / Irregularities and thereafter, issued termination of contract. The termination order was issued after providing opportunities to the writ petitioner including personal hearing.

3. The agreement between the parties shows that the arbitration clause was agreed between the parties. Thus, the petitioner has to invoke the arbitration clause for the purpose of adjudication of disputed issues for resolving the same. The termination of contract was issued based on certain allegations and after providing opportunity to the petitioner.

4. Thus, an adjudication is required with reference to the documents and evidences available. Such an elaborate adjudication cannot be conducted by the Writ Court under Article 226 of the Constitution of India. This apart, when the parties have agreed for arbitration, they are bound to resolve the issues by invoking the arbitration clause as per the contract. This being the basic principles to be followed, the petitioner is at liberty to invoke the arbitration clause. In the event of invoking the said arbitration clause, the period during which the writ petition was pending before the High Court has to be taken into consideration for the purpose of condoning the delay, if any.

5. With these observations, the Writ Petition stands disposed of. Consequently, connected Writ Miscellaneous Petitions are closed. No costs.

Sd/-
Assistant Registrar(CS-IX)

//True copy//

Sub Assistant Registrar

Jeni/Kan



To

1.The Deputy General Manager
Korukkupet Terminal
Indian Oil Corporation
Kathivakkam High Road
Chennai - 600 021.

2.The competent authority
Indian Oil Corporation Limited
Anna Salai, Madras - 600 002.

+1cc to Mr.V.Raghavachari, Advocate SR.No.3544

W.P.No.30531 of 2016

UM(CO)
GMY(03/02/2022)