



W.P(MD)No.16824 of 2021

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 13.07.2022

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THE HONOURABLE MR.JUSTICE G.R.SWAMINATHAN

W.P(MD)No.16824 of 2021

S.Mathan Durai Kuttu

... Petitioner

Vs.

1.Hindustan Petroleum Corporation Limited,
Rep. by its Senior Manager,
South Zone, 4th Floor,
Thalamuthu Natarajan Building,
Gandhi Irwin Road, Egmore,
Chennai – 600 008.

2.The Deputy General Manager,
Hindustan Petroleum Corporation Limited,
Madurai Retail Regional Office,
1st Floor, BSNL CMTS Bhavan,
70 Feet Road, Ellis Nagar,
Madurai.

... Respondents

Prayer : Writ Petition filed under Article 226 of the Constitution of India, praying this Court to issue a Writ of Mandamus, to direct the respondents to withdraw, revoke and cancel the letter Ref. TENIRD/VCB/TPT, dated 16.08.2021 and to direct to release the freight payment of Rs.4,92,263.19/- and direct to release the security deposit of Rs.8,00,000/- forfeited on the ground of breach of condition of agreement, with applicable interest, by the 2nd respondent and to consider the petitioner's representation dated 11.09.2021.



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For Petitioner : Mr.R.M.Suresh

For Respondents : Mr.M.Sridhar,
Standing Counsel.

ORDER

Heard the learned counsel for the writ petitioner and the learned standing counsel for respondents.

2.The respondents entered into bulk petroleum products road transport agreement with the petitioner on 28.09.2018. Whiles, one of the trucks of the writ petitioner was inspected on 23.04.2019. The inspection was conducted in the presence of the witnesses. In the petitioner's truck bearing Registration No.TN 31 AJ 9047, a baby tank had been surreptitiously installed. It was also seen that the master key was also duplicated. The lorry driver is said to have fled from the spot. The learned standing counsel would point out that the said truck continues to remain in the depot of the respondents. The respondents issued show cause notice dated 14.06.2019. The petitioner gave his explanation dated 28.06.2019. After considering the petitioner's explanation, the agreement was terminated on 22.07.2019. The agreement between the parties contained following clause:

“In the following irregularities, the complicity of the carrier shall be deemed to be existent and the whole contract



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comprising of all the TTs belonging to the concerned carrier shall be terminated, security deposit forfeited and the concerned carrier & their all TTs shall be blacklisted on industry basis.

1.False/hidden compartment, unauthorized findings or alteration in standard fitting affecting Quality and Quantity.

2.Illegal/un-authorized duplicate keys of security locks.

3.The case on hand would fall under the first category. Therefore, the impugned proceedings were rightly passed by the respondents. After hearing the learned counsel for the writ petitioner and the learned standing counsel, I am more than satisfied that there is no case of interference. The petitioner is not able to demonstrate that the inspection findings are incorrect. I carefully went through the contents of the affidavit filed in support of the writ petition. There is nothing to dislodge the findings of fact arrived at by the respondents. The writ petition stands dismissed. No costs.

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Index : Yes / No
Internet : Yes/ No
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G.R.SWAMINATHAN, J.

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