



W.P.No.28557 of 2013

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 07.03.2023

CORAM :

THE HONOURABLE MR.JUSTICE S.M.SUBRAMANIAM

Writ Petition No.28557 of 2013

1. The Mahaavishnu Road Lines,
Rep.by its Partner A.Vijayan,
103-B, Jangalapuram East,
Sendamangalam (PO),
Namakkal District – 637 409.

...Petitioner

-Vs-

1. The Indian Oil Corporation Ltd.,
Rep. by its General Manager (Operations)/ TNSO,
Marketing Division, Southern Region,
“Indian Oil Bhavan” 139,
Mahatma Gandhi Road, Chennai-600 034.

2. The Chief Terminal Manager,
Indian Oil Corporation Ltd.,
Madurai Terminal,
SIDCO Industrial Estate,
Kappalur, Madurai-625 008.

3. The Chief Terminal Manager,
Indian Oil Corporation Ltd.,
Tuticorin Terminal,
Harbour Estate, Tuticorin-628 004.

...Respondents



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Prayer: Writ Petition filed under Article 226 of the Constitution of India praying for the issuance of a Writ of Certiorarified Mandamus, to call for the records of the 1st respondent in Ref. No.TNSO/OPS/ BL/12/2013 dated 9.10.2013 and quash the same and direct the respondents to allow the petitioners to operate the tank trucks.

For Petitioner : No Appearance

For Respondents :

(for R1) : Mr.V.Anantha Natarajan

(for R2 & R3) : No Appearance

ORDER

The writ petition has been instituted questioning the validity of the order dated 09.10.2013, blacklisting the Tank Truck belonging to the writ petitioner.

2.The writ petitioner is M/s.Mahaavishnu Road Lines, which is a partnership firm, registered under the Partnership Act. The petitioner firm had been awarded a contract for transportation of MS/HSD and branded fuels Ex-Tuticorin Terminal by the first respondent vide Work order dated 21.01.2013. It is not in dispute that the period of contract was for two years with an option of the respondents for extension upto one



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year. The petitioner shall operate the Tank Trucks under the control of the 3rd respondent from Tuticorin Terminal.

3.A show-cause notice was issued by the second respondent seeking explanation from the writ petitioner regarding the irregularities found in the two tank trucks of the petitioner's firm. An action was taken and the authorities issued a show-cause notice as to why the petitioner firm cannot be blacklisted. They have submitted a reply, and considering the allegations and the reply, the authorities have taken a decision and have passed the impugned order on 09.10.2013, blacklisting the tank truck belonging to the writ petitioner.

4.The petitioner has stated that the order impugned and the guidelines issued by the respondents are in violation of the Principles of Natural Justice. The respondents have not adhered to its own mandatory provisions of clause 4.2, ie., "procedure for dealing with suspected irregularities". There is no investigation conducted in respect of the allegations and therefore, the order impugned is liable to be set aside.



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WEB COPY 5.The learned counsel for the respondent/Indian Oil Corporation objected to the said contention by stating that a show-cause notice was issued to the writ petitioners seeking their explanations and they have submitted their explanations which were considered by the competent authorities while passing the order impugned. More so, the period of the contract was of two years from 21.01.2013 and the period expired, and thereafter it was not renewed. That being the case, the petitioner is not entitled for any relief in the present writ petition.

6.Prima facie, the period of the contract was for two years from 21.01.2013 and the said period expired. The petitioner firm was blacklisted for two years with effect from 09.10.2013 and the said period also expired. However, the security deposit of Rs.8,00,000/- (Rupees Eight Lakhs Only) was forfeited pursuant to the impugned order dated 09.10.2013. It is brought to the notice of this Court that there is an arbitration clause in the agreement entered into between the petitioner and the Indian Oil Corporation and if at all, any grievance is to be redressed, the petitioner has to invoke arbitration clause for adjudication.



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7.The High Court cannot conduct a roving inquiry with reference of the contractual obligations between the parties. Such an adjudication must be done with reference to the documents of evidence in original and therefore, the parties are bound to invoke the arbitration clause as per the agreement. Thus, the petitioner is at liberty to invoke the arbitration clause if any grievance exist as of now. As far as the order impugned is concerned, this Court does not find any infirmity, since it was passed after affording opportunity to the writ petitioner.

8.Accordingly, the writ petitioner stands **disposed of**. However there shall be no order as to costs.

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Index:Yes
Speaking order
Neutral Citation:Yes
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S.M.SUBRAMANIAM, J.

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