

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

101

CWP-10585-2023(O&M)
Date of Decision:07.12.2023

DHANVIR KAUR

....Petitioner

VS.

UNION OF INDIA AND OTHERS

....Respondents

CORAM: HON'BLE MR. JUSTICE JAGMOHAN BANSAL

Present: Ms. Tejaswini, Advocate for
Mr. Shiv Kumar, Advocate
for the petitioner

Mr. Lalit Attri, Central Government Counsel for
Mr. Sunil Kumar Sharma, Senior Panel Counsel
for Union of India-respondents No. 1, 2 and 6

Mr. Ashish Kapoor, Advocate
for respondents No. 3 to 5

JAGMOHAN BANSAL, J. (ORAL)

1. On 16.05.2023, the following order was passed by this Court:-

“Learned senior counsel has contended that Dealership Agreement (MOA) was executed between the petitioner and respondent No.4 on 10.06.2019 on behalf of Indian Oil Corporation Limited. The agreement clearly states that the Corporation was the owner/Lessee/Tenant/Licensee of a plot of land as described in the first schedule of the MOA. Thereafter, the operations of the dealership was being run smoothly by the petitioner until

10.06.2022. Then the petitioner received letter dated 10.06.2022 from respondent No.4 informing her that where the petitioner was running the dealership allotted to her, is on defence land leased to the respondent/Corporation since the year 1990, which was renewed from time to time and the said lease was last renewed on 30.09.2016 and the Defence Estate Officer has now sought eviction from the said land. The factum of lease being renewed on 30.09.2016 was concealed from the petitioner and no mention of the same was made by respondent No.4 in Schedule-I of the MOA signed between them. He has contended that respondent No.4 in letter dated 10.06.2022 had offered to re-site the retail outlet of the petitioner as per their prevalent policy. Petitioner called on the respondent/Corporation to rehabilitate the petitioner as the petitioner was being made to suffer owing to the fault and concealment by respondent No.4. He has further contended that as per letter dated 24.03.2023 served upon respondent No.4, it was conveyed that respondent No.4 was liable to vacate the said premises and the order issued by respondent No.6 was pasted at the retail outlet premises allotted to the petitioner for eviction of the site on 12.04.2023. He has contended that despite admitting to rehabilitate the petitioner as per letter dated 10.06.2022, respondent No.4 has refused to act on the same and now the petitioner is being made to suffer as an outcome of their inaction. He has also prayed that during pendency of the present writ petition, operation of the order dated 24.03.2023 (Annexure P-7) issued by respondent No.6 may be stayed and status quo regarding the petrol pump site may be maintained.

Notice of motion for 07.07.2023.

Notice re: stay as well.

Mr. Ankur Sharma, learned Senior panel counsel, who is present in Court accepts notice on behalf of respondents 1 and 2/Union of India and waives service.

Mr. Ashish Kapoor, Advocate accepts notice on behalf of respondents No.3 to 5 and waives service.

Requisite number of copies of the writ paper book be furnished to counsel for the respondents during the course of the day.

Reply, if any, be filed on or before the adjourned date.”

2. On 7.7.2023, Dr. Anmol Rattan Sidhu, Sr. Advocate for the petitioner submitted that the defence officials have taken over possession of the land in question as well as equipments along with petroleum products stored in the tank. The petitioner has already made payment to Indian Oil Corporation Limited (in short “IOCL”) towards petroleum products. The dispute is primarily between IOCL and defence officials. The petitioner is unnecessarily made to suffer. The non-disposal of petroleum products may create further litigation. The IOCL should take up the matter with respondent No.6 i.e. Estate Officer, Jalandhar Circle, Jalandhar Cantt., Jalandhar for the disposal of petroleum products stored in different tanks embedded in land in question.

3. Learned counsel for IOCL on 22.09.2023 submitted that they are visiting the site, however, petitioner is insisting that they should take away stock and dispose of the same. The stock is perishable and highly inflammable material, thus, to avoid any mis-happening as well as to minimize loss of value, IOCL may be permitted to dispose of from the pump

4. Learned counsel for Union of India submits that Estate Officer, Jalandhar, vide communications dated 18.08.2023, 11.09.2023 and 09.10.2023 has asked the IOCL to dispose of stock within seven days. He further submits that respondent-Estate Officer has no objection if IOCL disposes of stock in question because they have not taken over possession of the stock.

5. The respondent No. 6-Estate Officer, is conceding that stock belongs to petitioner or IOCL and he is not owner of the stock. He has also conceded that he has no objection if stock is disposed of by IOCL.

6. The dispute is now confined to the mode of disposal. The Estate Officer wants that IOCL should take away entire stock in its tanks whereas IOCL is claiming that it is difficult to transport the stock because of its highly inflammable nature as well as cost of transportation. It would be convenient if they are permitted to dispose of the entire stock from the place of storage.

7. Considering the facts and circumstances of the case, this Court finds it appropriate to extend six weeks time from today to IOCL to dispose of the stock. The Estate Officer shall not create any hindrance in the disposal of the stock. The IOCL would be at liberty to dispose of stock from the place of storage or any other place. The sale proceeds would be subject matter of distribution between petitioner and IOCL as per their terms and conditions.

8. It is made clear that it is a stop gap arrangement and on the expiry of six weeks from today, the IOCL shall handover possession of the aforesaid site to the Estate Officer.

9. Learned counsel appearing for IOCL assures that the matter with respect to sale proceeds would be settled with petitioner within four weeks from the expiry of aforesaid six weeks' period.

10. In view of the above facts and findings, the petition stands disposed of.

(JAGMOHAN BANSAL)
JUDGE

07.12.2023
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Whether speaking/reasoned: Yes/No
Whether reportable: Yes/No