

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

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CWP No.10623 of 2023(O&M)

Date of Decision:07.12.2023

Om Service Station

....Petitioner

VS.

Indian Oil Corporation Limited through Senior Divisional Retail Sales
Manager and others

....Respondents

CORAM: HON'BLE MR. JUSTICE JAGMOHAN BANSAL

Present: Mr. Parminder Singh, Advocate
for the petitioner
Mr. Ashish Kapoor, Advocate
for respondents

JAGMOHAN BANSAL, J. (ORAL)

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

“Learned counsel for the petitioner has contended that the petitioner owned a service retail outlet of Indian Oil Corporation Limited. Initially, the firm under the name and style of Om Service Station was constituted on the partnership deed between Ram Chand Jain, Om Parkash Jain and Ramesh Jain having equal shares. Thereafter, new partnership deed was arrived into and reduced into writing and as per partnership deed dated 01.04.2000, all the above three partners remained partners and elaborate terms and conditions. Later on some dispute arose between the parties and respondent No.4 retired from partnership of M/s Om Service Station and after dissolution deed dated 04.04.2000 he has left with no concern and connection with the firm and petrol pump being run by Ram Chander Jain and Om Parkash Jain.

He has further contended that order dated 13.04.2023 (Annexure P-17) has been passed illegally and is arbitrary vide which the RO dealership of M/s Om Service Station of the petitioner granted on 21.02.1989 has been terminated during pendency of declaratory suit to claim sole ownership of the petrol pump after the death of other family members-partner, namely, Ram Chand Jain and on the basis of dissolution deed, Will and pending application for approval for re-constituting the dealership firm and during the pendency of the previous show cause notice dated 16.04.2012 on the same count and without providing any opportunity of hearing.

Notice of motion for 12.07.2023.

Notice re: stay as well.

Mr.Ashish Kapoor, Advocate, accepts notice on behalf of respondents No.1 to 3 and waives service on their behalf.

Requisite number of copies of the writ paper book be furnished to counsel for respondents No.1 to 3 during the course of the day.

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

2. On 18.07.2023, the following order was passed by this Court:

“The petitioner through instant petition under Article 226/227 of the Constitution of India is seeking setting aside of order dated 13.04.2023 (Annexure P-17) whereby RO dealership of M/s Om Service Station granted vide letter dated 21.02.1989 has been terminated. Learned counsel for the petitioner inter alia contends that matter qua existence of partnership deed as well ownership of petrol pump is pending before Civil Court and matter is fixed for final argument on 25.07.2023. Learned counsel for the respondents pointing out reply

submits that Om Parkash Jain was never proprietor of M/s Om Service Station in the record of the Corporation, thus, there was no question of ownership of petitioner of M/s Om Service Station. The Corporation has awarded contract to a partnership firm and Corporation has never recognized petitioner as proprietorship concern. On being confronted with aforesaid facts, learned counsel for the petitioner submits that matter may be adjourned beyond 25.07.2023 i.e. date fixed before the Civil Court. Adjourned to 21.08.2023.”

3. Learned counsel for the petitioner concedes that civil suit filed by petitioner against the respondent-corporation stands withdrawn with liberty to file afresh. The petitioner has filed fresh suit before the civil court.

4. Concededly, the petitioner was never partner of partnership firm which executed dealership agreement with respondent-corporation. The petitioner is claiming that being legal heir, he is entitled to operate petrol pump as per terms and conditions of brochure as well as agreement executed between the parties. The dispute is purely a contractual dispute and disputed questions of fact are involved. This Court does not find it appropriate to invoke its writ jurisdiction to decide contractual dispute between the parties, especially when petitioner has filed civil suit and he was never partner of partnership firm which executed dealership agreement with respondent-corporation.

5. In view of the above facts and findings, the petition stands dismissed.

(JAGMOHAN BANSAL)
JUDGE

07.12.2023

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