

CWP-21697-2023

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IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

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CWP-21697-2023

Date of Decision: 06.11.2023

Sushma Singla and Another

...Petitioners

Versus

Hindustan Petroleum Corporation Ltd. and Others

...Respondents

CORAM: HON'BLE MR. JUSTICE JAGMOHAN BANSAL

Present:- Mr. Ishnoor Singh,, Advocate and
Mr. Ashish Gupta, Advocate for the petitioners
Mr. Raman Sharma, Advocate for the HPCL-respondents

JAGMOHAN BANSAL, J. (Oral)

1. The petitioners through instant petition under Article 226 of Constitution of India are seeking setting aside of order dated 28.03.2023 (Annexure P-23) and order dated 05.05.2023 (Annexure P-25) whereby respondents have rejected their complaint seeking cancellation of letter of intent dated 07.02.2011 (Annexure P-3) issued by respondent No.1 to respondent No.5 and dealership agreement dated 27.02.2012 (Annexure P-4) executed between respondents No.1 and 5.

2. The petitioners are claiming that respondent No.1 has issued letter of intent in favour of respondent No. 5 in violation of terms and conditions of the policy and there is concealment of facts by the respondent No.5.

3. Learned counsel for the petitioners *inter alia* contends that petrol pump was allotted ignoring the fact that there was partnership deed between respondent No.5 and the petitioners. Respondent No.5 concealed the factum

of partnership deed and petrol pump was allotted to respondent No.5 as an individual.

4. It is undisputed that application seeking allotment of the petrol pump was filed by Kusum Lata. The respondent-corporation allotted petrol pump to Kusum Lata. An agreement came to be executed between Kusum Lata and the respondent-corporation. The respondent-corporation supplied oil to a proprietorship concern. The bank account was in the name of proprietorship concern. There may be a dispute between the petitioners and respondent No.5, however, respondent-corporation cannot be called upon to cancel petrol pump allotted to respondent No.5 because respondent-corporation has allotted and thereafter entered into an agreement with an individual and not a partnership firm. The petitioners have remedy to approach Civil Court with respect to money/any other transaction which they have made with respondent No.5.

5. In view of above facts and findings, this Court is of the considered opinion that this Court cannot interfere in the agreement executed between the parties, thus, present petition being bereft of merits deserves to be dismissed and accordingly dismissed. However, the petitioners are at liberty to avail appropriate remedy as permissible by law.

(JAGMOHAN BANSAL)
JUDGE

06.11.2023
Mohit Kumar

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