



W.P.No.10397 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 18.04.2024

CORAM :

THE HONOURABLE MR. JUSTICE G.K.ILANTHIRAIYAN

W.P.No.10397 of 2022 and
W.M.P.Nos.10115, 10117 & 17733 of 2022

J.Suresh Paul

...Petitioner

-Vs-

1) Hindustan Petroleum Corporation Limited,
Represented by its Deputy General Manager,
No.82, Petro Bhavan,
TTK Road,
Alwarpet, Chennai-600 018.

2) S.Amirthasree

...Respondents

Prayer: Writ Petition filed under Article 226 of the Constitution of India for issuance of a Writ of Certiorari calling for the records on the file of the 1st respondent pertaining to impugned proceedings CHRO/SS/RET dated 31.03.2022 and thereby quashing the same as illegal.



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For Petitioner : Mr.K.Kulandai Velu
For Respondent 1 : Mr.M.Vijayan
for
M/s.King & Patridge
For Respondent 2 : Mr.J.Suresh

ORDER

This Writ Petition has been filed challenging the impugned proceedings CHRO/SS/RET dated 31.03.2022 and thereby quashing the same as illegal.

2. The learned counsel for the petitioner submitted that this matter has been settled out of court in which a joint memorandum of compromise settlement dated 18.04.2024 is filed. The same is extracted hereunder:

"MEMORANDUM OF COMPROMISE

*THIS DEED OF MEMORANDUM OF COMPROMISE
EXECUTED AT CHENNAI ON THIS 18th DAY OF APRIL, 2024.*

BETWEEN



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Mr.SURESH PAUL (Aadhaar No.4167 1884 2409) (PAN No.AFJPJ27081) son of Mr.Joans, aged about 41 years, residing at No.13, 50 Feet Road, Thirumalai Nagar, Morai Village, Avadi, Chennai-600 055, hereinafter called the "PARTY OF THE FIRST PART"

AND

Mrs. AMIRTHASREE Aadhaar (Aadhaar No.4768 1269 3923) (PAN No.AAEPA4626Q) Daughter of I.Shanmugadurai, aged about 46 years. residing at Door No.42, Paper Mills Road, Perambur, Chennai-600 011, hereinafter called the "PARTY OF THE SECOND PART"

And whereas the Party of the Second Part is running a Retail Outlet of Hindustan Petroleum Corporation Limited at the property comprised in Survey No.506/2A2 admeasuring an extent of 16,677 Sq.Ft., situated at Inner Ring Road, Madhavaram Village, Madhavaram Taluk, Thiruvallur District in the name of M/s.Priya Agencies vide Dealership Agreement dated 29.02.2011 and Lease Agreement dated 01.11.2011.

And whereas the Party of the First Part and Second Part had entered into a Sale Agreement dated 28.10.2016 with respect to the above said Petrol Bunk land and a registered Partnership Deed dated 03.07.2018 and also an alleged letter for Reconstitution of Retail Outlet dated 23.01.2017 along with an application for reconstitution.



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And whereas there arose a dispute with regard to the nature of the above documents and other documents executed between the First Part and Second Part which culminated in filing of W.P. No.10397 of 2022 before the Hon'ble High Court of Madras by the Party of First Part and O.S. No.19 of 2022 by the Party of Second part before the Hon'ble Sub-Court of Ponneri.

And whereas the Party of the First Part and the Party of the Second Part decided to settle all their issues amicably and give quietus to the said issues on the following terms and conditions:

**NOW THIS MEMORANDUM OF UNDERSTANDING
WITNESSETH AS FOLLOWS:**

1. Both the Parties agree to settle all the matters and issues between them amicable.

2. Both the parties agreed that the Party of the Second Part shall pay a sum of Rs. 3,00,00,000/-(Rupees Three Crores Only) as full and final settlement to the Party of the First Part, in order that the Party of the First Part shall fully give up all his rights, claims and interests in the Land, business and dealership of Retail Outlet of Hindustan Petroleum Corporation Limited in the name of Priya Agencies at the property comprised in Survey No.506/2A2 admeasuring an extent of 16,677 Sq.Ft., situated at Inner Ring Road, Madhavaram Village, Madhavaram Taluk, Thiruvallur District in the name of M/s.Priya Agencies owned and run by the Party of the Second Part.

3. Both the parties agree and admit that the Party of Second Part has paid the above said amount of Rs. 3,00,00,000/-(Rupees Three Crores Only) to the Party of the First Part vide [D.D.No. 742301](#) Dated 17.04.2024 drawn on Federal Bank Perambur Branch in favor of Mr.J.Suresh Paul i.e., the Party of the



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First Part and the Pary of First Part hereby admits the receipt of the said amount.

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4. Both parties agree that the this Memorandum of Understanding is entered into on the premise that the Demand Draft issued by Party of the Second part is genuine and on assurance that the Second Party will not Cancel or otherwise hinder the realization of the Demand Draft in any manner.

5. Both Parties specifically agree that this MOU is entered into on condition that the Demand Draft issued by Second Party will be duly realized. In the event the Demand Draft is not realized/encashed, this Agreement shall deemed as void ab initio and the party to the First Part shall be entitled to restore the Writ Petition in [W.P.No. 10397 of 2022](#) and shall also be entitled to run the Dealership outlet.

6. Both the parties agree and admit that the unregistered sale agreement dated 28.10.2016 entered between both parties in respect of the land comprised in Survey No.506/2A2 admeasuring an extent of 16,677 Sq.Ft., situated at Inner Ring Road, Madhavaram Village, Madhavaram Taluk, Thiruvallur District, is hereby cancelled absolutely and the Party of the First Part shall not claim any right, title or interest under the said cancelled agreement of sale.

7. Both the parties agree and admit that Deed of Partnership dated 11.01.2018 for formation of Firm Priya Agencies registered as Serial Number No. 410 of 2018 at Registrar of North Madras entered between both the parties is hereby cancelled absolutely and the said Partnership firm named Priya Agencies is hereby dissolved immediately. The Party of the First Part shall not claim any right, title or interest under the said cancelled and dissolved Partnership Deed and shall execute all further



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documents necessary including the dissolution deed and also do all such things and act necessary for the registration of the same.

8. Both the Parties agree that the letter for Reconstitution dated 23.01.2017 given by the Party of Second Part to the HPCL for taking the Party of First Part as financial partner and also the Letter dated 02.08.2018 given by the Party of Second Part to the HPCL intimating the alleged resignation of the Party of second Part and to induct the Party of First Part in the Proprietorship along with the Application for Re-Constitution of commissioned Dealership submitted to the HPCL to induct the Party of Second Part shall hereby stands immediately withdrawn by the respective parties and stands cancelled and the same will not bind upon the party of the second part and further the Party of the First Part shall not claim any right, title or interest under the said Letter and applications.

9. Subject to the condition that the Demand Draft will be realized, The Party of First Part hereby agrees to withdraw the [W.P.No.](#) 10397 of 2022 reserving his right to restore the same if the Demand Draft is dishonored.

10. Both the Parties hereby agree and admit that the Party of the Second Party i.e., Mrs. S.Amirthasree will be the sole proprietorship of the M/s. Priya Agencies and will be the dealer of the dealership of HPCL situated at land comprised in Survey No.506/2A2 admeasuring an extent of 16,677 Sq.Ft., situated at Inner Ring Road, Madhavaram Village, Madhavaram Taluk, Thiruvallur District.

11. Both the parties agree that hereafter the Party of the First Part do not have any right, claim or interests over the Land, Super Structure and Building and Retail Businesses of M/s.Priya Agencies situated and run at the property comprised in Survey



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No.506/2A2 admeasuring an extent of 16,677 Sq.Ft., situated at Inner Ring Road, Madhavaram Village.

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12. The Party of the First Part hereby handed over to the Party of the Second Part the absolute vacant possession of the Land, Super Structure and Building with good condition and without any damage, and the Retail Businesses of M/s. Priya Agencies situated and run at the property comprised in Survey No.506/2A2 admeasuring an extent of 16,677 Sq.Ft., situated at Inner Ring Road, Madhavaram Village and the Party of the Second Part shall record the same in [O.S.No. 19 of 2022](#) filed by the Party of the Second Part before the Ponnerri Sub- ordinate Court and said suit shall be withdrawn by the Party of Second Part on the terms and conditions of this Memo of compromise.

13. The Party of First Part agrees and admits that hereafter that the Party of Second Part alone will be entitled to place any order for supply of Petroleum Products for M/s. Priya Agencies with the HPCL and the Party of First will not interfere with the running of dealership by the Party of Second Part as sole proprietorship in the name of M/s. Priya Agencies.

14. The Party of First Part admits and declares that there is no pending amount due to be Paid to HPCL for the supply of Petroleum Products to the above said dealership as on the date of this Memo of Compromise and if found at later point that there is any amount to be paid to HPCL the Party of First Part shall be liable to pay the same to the HPCL or to the Party of Second Part.

15. The Parties mutually agree that all the bills, receipts, documents and other necessary documents of the dealership are available at the Dealership premises and are handed over to the Party of the Second Part.



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16. The Party of First Part shall immediately on this day take along with him all his men, workmen, labourers and workers including his manager Mr.Pannerseelvam, who were appointed by him in his personal capacity, from the above said dealership and land. Further Party of First part admit and declare that he had in his personal capacity had appointed and paid all the salary and compensations to the said men, workmen, labourers and workers including his manager Mr.Pannerseelvam and there is no amount due to be paid to them in any manner. The Party of First Part shall be solely responsible for any claims by the said men, workmen, labourers and workers against the dealership, and further the Party of First Part shall indemnify the Party of Second part if any claims by the said men, workmen, labourers and workers against the dealership or the Party of the Second Part.

17. Both the parties agree that hereinafter the Party of the First Part shall not make any claims before the Hindustan Petroleum Corporation Limited in respect of the above said dealership or land.

18. Both the Parties agree that they will do such all acts and things necessary to give effect to this Memorandum of Compromise.

IN WITNESSES WHEREOF THE PARTY OF THE FIRST PART AND PARTY OF THE SECOND PART HEREIN HAS SIGNED THEIR NAMES AND PUT THEIR HANDS ON THE DAY, MONTH AND YEAR ABOVE WRITTEN."



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3. The Memorandum of Compromise dated 18.04.2024 shall form part and parcel of this order. Accordingly, this Writ Petition is disposed of. Consequently, connected miscellaneous petitions are closed. There shall be no order as to costs.

18.04.2024

Index : Yes/No
Speaking/Non-Speaking order
Neutral Citation : Yes/No
gvn

To

Hindustan Petroleum Corporation Limited,
Represented by its Deputy General Manager,
No.82, Petro Bhavan,
TTK Road,
Alwarpet, Chennai-600 018.



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G.K.ILANTHIRAIYAN,J.
gvn

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