



WEB COPY

W.P.No.13290 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 14.03.2024

CORAM :

THE HONOURABLE DR.JUSTICE ANITA SUMANTH

W.P.No.13290 of 2023

Rajendran

.. Petitioner

VS

The Deputy General Manager (RS)
M/s.Indian Oil Corporation Limited,
(Formerly M/s IBP Co., Ltd.,)
Chennai Divisional Office,
500 Anna Salai, Teynampet,
Chennai – 600 018.

.. Respondent

Petition filed under Article 226 of the Constitution of India praying to issue a writ of mandamus directing the respondent herein to vacate and hand over vacant possession of this petitioner's property comprised in Survey Nos. 291/1C1, 1C2, 1C3 and 1B2 measuring an extent of 22436 Sq.Ft., situate at Gudapakkam Village, Poonamallee Taluk, Tiruvallur District and further directing the respondent herein to pay unpaid rents with interest at 18% thereon to the petitioner.

For Petitioner : Mr.K.Premkumar

For Respondent : Mr.V.Anantha Natarajan



W.P.No.13290 of 2023

WEB COPY

ORDER

This writ petition has been filed seeking mandamus directing the respondents to vacate and hand over vacant possession of the property in Survey Nos. 291/1C1, 1C2, 1C3 and 1B2 situate at Gudapakkam Village, Poonamallee Taluk, Tiruvallur District ('subject property'). A further direction to respondent to pay unpaid rents with interest at 18% has also been sought.

2. The respondent has filed a counter to the effect that they have been taken by surprise by the present writ petition as no representation has been made to them for termination of the agreement and thus the petitioner has not exercised the right under the relevant Clauses of the Dealership Agreement for termination. They bring to notice of this Court that the petitioner was continuing business operations.

3. On 05.02.2024, the following order was passed:-

"After some hearing, learned counsel for the petitioner would accede to the position that under representation dated 13.06.2023, there is no request for termination of dealership per se. Since his entire arguments thus far have been premised on the fact that he has sought termination of dealership. Let the petitioner make a specific request for the same if he so desires upon receipt of which, the following shall transpire:-

(i) dealership will be terminated by the respondents



WEB COPY



W.P.No.13290 of 2023

(ii) simultaneous therewith, the parties will determine the amounts to be paid over to the petitioner till date of termination of dealership in light of the clause at page 61 (internal page 5) of lease deed dated 11.07.2003 that provides for monthly rent at Rs.12,000/- per month for the first five years with 15% escalation every five years.

3. Admittedly, the lease period has come to an end in 2017. The respondents are bound to provide for 15% escalation from 2015 to 2020 and 2020 - 2025 onwards, which amount, less amounts already paid, shall be computed and paid over.

4. Let the request of the petitioner be filed within one week from today and let the needful be done by the respondents within two weeks from receipt of the request.

5. List on 27.02.2024 within top five matters in the second list. Status report be filed by the respondents by then."

4. When the matter was listed on 27.02.2024, the following order was passed:-

"A status report is filed by the respondent which confirms two positions (i) computation of the arrears of rent at a sum of Rs.4,21,269/- and (ii) the petitioner has made a request for termination of dealership which has been received on 13.02.2024.

2. Respondent seeks some time to put the same up to the management for approval.

3. Some more time is sought and two weeks' is granted to the respondent in this regard.

4. Learned counsel for the petitioner would concur with the computation that has been set out in the tabulation and will reduce the concurrence to writing.

5. List on 14.03.2024."



W.P.No.13290 of 2023

5. Today, the petitioner has filed an affidavit wherein he concurs with the respondent that three months time may be given to handover vacant possession of the property. The petitioner states that this time frame will balance the interests of the petitioner as well as it will enable collection of credits granted to the petitioner's customers. It appears quite clear that the petitioner is merely using this Writ Petition and the Court as an agency to enable termination of its dealership agreement, collection of credits, etc., which this Court is disclined to facilitate.

6. The prayer of the petitioner is for a mandamus to the respondent to vacate and handover vacant possession of the subject property. In light of the narration as above, finding that the petitioner does not appear to be ready to receive vacant possession even should the Court be inclined to grant mandamus, the parties are left to their own devises to negotiate the terms of their arrangement inter-se. This Writ petition is dismissed. No costs.

14.03.2024

Index:Yes/No
Neutral Citation:Yes
ssm/mpl

To

The Deputy General Manager (RS)
M/s.Indian Oil Corporation Limited,
(Formerly M/s IBP Co., Ltd.,)
Chennai Divisional Office,
500 Anna Salai, Teynampet,



Chennai – 600 018.

WEB COPY



W.P.No.13290 of 2023

DR. ANITA SUMANTH,J.

ssm/mpl

W.P.No.13290 of 2023

14.03.2024