



WEB COPY

W.P.No.30952 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 14.06.2024

CORAM :

THE HONOURABLE DR.JUSTICE ANITA SUMANTH

W.P.No.30952 of 2023  
and  
W.M.P.No.30579 of 2023

1.Mrs.R.Velumani  
2.Mrs.P.Sathyabhama

.. Petitioners

VS

1.The Bharat Petroleum Corporation Ltd.,  
Bharat Bhavan 4 & 6, Currimnbhoy Road,  
Ballard Estate, Post Box No.688,  
Mumbai – 400 001.

2.The Territory Manager,  
Bharat Petroleum Corporation Limited,  
Irgur Top Installation, Ravathur post,  
Irugur, Coimbatore – 641 103.

3.The Assistant Manager (retail)  
Bharat Petroleum Corporation Ltd.,  
Irugur Top Installation,  
Revathur post, Irugur,  
Coimbatore – 103.

4.The Legal Officer,  
Bharat Petroleum Corporation Ltd.,  
11, Rananathan Gardents,  
Anna Nagar West,  
Chennai.

.. Respondents

Petition filed under Article 226 of the Constitution of India praying to issue a writ of certiorarified mandamus calling for the records vide proceedings No. CBE/Srevalasa/23-24 dated 18.08.2023 quash the same and consequently direct the respondent to grant dealership to the petitioners for running the petrol bunk situated in S.F.No.89/1C3 in Karamadi Village, Mettupalayam Taluk, Coimbatore District.



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For Petitioner : Mr.C.Vigneswaran  
For Respondents : Mr.M.Vijayan  
for M/s.King and Patridge

ORDER

W.M.P.No.30579 of 2023 is ordered on payment of separate court fees, if not already paid.

2. There are two petitioners before me. The petitioners had entered into partnership and had applied for dealership to run Bharath Petroleum (BPCL) bunk at property in S.F.No.89/1C3 in Karamadi Village, Mettupalayam Taluk, Coimbatore District, which belongs to P1. The memorandum of understanding entered into by BPCL with the petitioners make this aspect of the matter clear.

3. While this is so, the lease for the site expired on 31.08.1999 and P2 had filed an eviction suit. Subsequently, the lease was renewed for 29 years effective till 30.04.2040.

4. While this is so, differences arose between the petitioners and BPCL was hard pressed to continue the existing arrangement for want of an amicable relationship between the two petitioners. Moreover, KYC documents had also not been provided by the petitioners. The dealership thus came to be terminated by order dated 08.08.2023, impugned in this writ petition.

5. No counter is filed by the respondents since learned counsel states that the impugned order is detailed and does not require support from a counter.



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6. The impugned order, at paragraph 7, states that BPCL had afforded ample opportunities to the petitioners to resolve the differences inter se. The dealership was also put on holiday of two years from 11.12.2019 to enable the petitioners to resolve their differences and to come to terms with each other. During the currency of the holiday period, the bunk in that venue was run by BPCL. Post expiry of the holiday scheme, it was ascertained that no progress had been made by the petitioners to reconcile their differences and as a result, the dealership was terminated vide order dated 13.04.2022.

7. The petitioners had made representations before the Corporation, which came to be rejected by way of the impugned order challenged in this writ petition. There would be little purpose in considering the challenge to the impugned order if the same circumstances continue. However, Mr.C.Vigneswaran, appearing for the petitioner would submit that parties have become wiser and have reconciled arriving at an amicable resolution of their disputes.

8. Mr.M.Vijayan, appearing for the respondents would also be willing to afford them yet another shot at the dealership, assuming of course, that the parties have indeed reconciled their differences.

9. Hence I do not intervene in the impugned order as there is no irregularity or illegality in the same. However if, as learned counsel states, the petitioners have mended their ways and are willing to proceed in an amicable fashion, they may approach BPCL by way of a joint representation putting forth their plea for resumption of dealership. If and



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when such a request is received from the petitioners, let the Corporation address the same and consider the request, in accordance with law, if they are so inclined.

10. Writ petition stands closed in terms of this order. No costs.

14.06.2024

Index:Yes/No  
Neutral Citation:Yes  
ssm

To

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DR. ANITA SUMANTH,J.

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