



W.P.(MD).No.26877 of 2024

WEB COPY

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 19.11.2024

CORAM

THE HONOURABLE MRS.JUSTICE L.VICTORIA GOWRI

W.P.(MD).No.26877 of 2024

Nagoor Mohideen

... Petitioner

Vs

1. The Executive Director,
LPG, Southern Region,
Indian Oil Corporation Limited,
Indian Oil Bhavan,
No. 139, Nungambakkam High Road,
Chennai 600 034.

2. The General Manager,
LPG S and D / SRO Indian Oil Corporation Limited,
Indian Oil Bhavan,
No. 139, Nungambakkam High Road,
Chennai 600 034.

... Respondents

Prayer : Writ Petition filed under Article 226 of the Constitution of India, praying this Court to issue a Writ of Mandamus, directing the respondents no. 1 and 2 to take necessary steps to transfer the petitioner's Transportation Contract Agreement to his family member based on the petitioner's representation, dated 30.10.2024 within a stipulated time in accordance with law.



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For Petitioner : Mr. S.Rajeshkaran

For Respondents : Mr.Muraleedharan
Standing Counsel

ORDER

The present writ petition has been filed directing the respondents no. 1 and 2 to take necessary steps to transfer the petitioner's Transportation Contract Agreement to his family member based on the petitioner's representation, dated 30.10.2024 within a stipulated time in accordance with law.

2.By consent of both parties, considering the limited relief sought for by the petitioner, the Writ Petition is taken up for final disposal at the stage of admission itself.

3.Heard, the learned counsel appearing for the petitioner and the learned Standing Counsel appearing for the respondents. Perused the materials on record.

4.The petitioner has completed Law degree in the year 2021, awaiting for the enrollment in the Bar Council of Tamil Nadu and Puducherry.



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Simultaneously, he has been running a Bulk LPG Transportation Contract by Road obtained by way of tender in the name and style of Nagoor Mahideen. Initial contract period ended on 31.08.2023. Subsequently, the respondent extended the existing transport contract for the additional two years, effective from 01.09.2023 rather than initiating a new tender process. In the meanwhile, for the purpose of facilitating his enrollment as an Advocate, he made a representation to the respondents on 30.10.2024 to transfer the contract from his name to anyone of his family members and the same was not considered. Hence, this writ petition came to be filed.

5. When the matter came up for hearing before this Court, this Court has raised a pertinent question to the petitioner that how he had undergone (undergraduate) Law Degree and had been running LPG contract during the same period of time.

6. On instructions the learned counsel for the petitioner submitted that he has pursued his Law degree from Dr. Ambedkar Law University, Andhra Pradesh and currently, he is doing P.G. Degree (L.L.M.), in Law at Madurai Law College.



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7.The learned Standing Counsel appearing for the respondents submitted that the contract entered into between the petitioner and Indian Oil Corporation in Tender No.LPG/BULK/TT/IOC/TN/2018, dated 03.03.2018 cannot be transferred as per the prescribed guidelines. Clause 19 mandates as follows:

“19.After signing the Agreement, in case of partnership firm, if one or more partners wish to withdraw, remaining partners may be permitted by the Corporation to reconstitute the firm subject to the remaining partners being acceptable to the Corporation. The existing partner(s) must retain majority share and the newly inducted partner(s) will not be permitted to have majority holding. However, in case of proprietorship firm for in case of partnership firm where all partners wish to withdraw), the proprietor wish to transfer the firm, the same may be permitted by the Corporation subject to the transfer is proposed to existing acceptable transporter (whose transportation rates are less or equal to the transportation rates of original transporter) only except in the case of death of proprietor or partner(s).”



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8.From the said Clause, it is clear that the contract can be transferred only in the case of death of proprietor. In view of the above, this writ petition is not maintainable and the same stands dismissed. There shall be no order as to costs.

19.11.2024

NCC : Yes / No

Index : Yes / No

Internet : Yes

PNM

To

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L.VICTORIA GOWRI, J.

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