

IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH

LPA No.1251 of 2024 (O&M)
Date of Decision: 10.09.2024

M/s Indra Filling Station
...Appellant

Versus

Union of India and others
...Respondents

CORAM: *HON'BLE MR. JUSTICE G.S. SANDHAWALIA*
 HON'BLE MRS. JUSTICE MEENAKSHI I. MEHTA

Present:- Mr. Aashish Chopra, Senior Advocate with
 Ms. Rupa Pathania, Advocate and
 Ms. Nitika Sharma, Advocate
 for the appellant.

 Mr. Ashish Kapoor, Advocate and
 Mr. M.S. Rana, Advocate
 for respondents No.2 to 4.

G.S. Sandhawalia, J.(Oral)

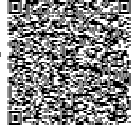
CM No.3006-LPA of 2024

Application under Section 151 CPC for seeking condonation of the delay of 208 days in re-filing the appeal is allowed, in view of the averments made in the application, duly supported by the affidavit of learned counsel for the appellant. Delay of 208 days in filing the appeal is, hereby, condoned.

CM stands disposed of.

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The present Letters Patent Appeal has arisen out of the order dated 03.08.2023 passed in *CWP No.25361 of 2018*, whereby learned Single Judge has dismissed the writ petition and upheld the termination of the

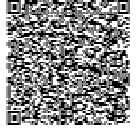


dealership of the appellant, which has been done on 08.06.2018 (Annexure P-30). The appeal filed by the appellant had also been dismissed by the Appellate Authority vide the order dated 12.09.2018 (Annexure P-36).

2. Learned Single Judge had noticed that on account of the Inspection Report dated 29.01.2018 (Annexure P-9), the variation in Mb Nozzle of GVR DU was observed and the seals of Pulsar were broken and accordingly, a show cause notice dated 07.02.2018 (Annexure P-8) had been served upon the appellant as to why the dealership agreement should not be terminated. In the reply, the contest has been raised on the basis of the report and the DGM came to the conclusion that there was soldering on the part of the appellant and the dealership agreement was liable to be terminated.

3. The Learned Single Judge also noticed that as per the policy of the Corporation itself, the dealership was liable to be terminated, if there is tampering with the equipment in order to maintain high standard and therefore, keeping in view the limited powers of the judicial review, the judgments of the Apex Court in **Syed Yakoob vs. K.S. Radhakrishnan and others, 1964 AIR (Supreme Court) 477** and the Division Bench of this Court in **Indian Oil Corporation Limited and ors. vs. Punjab Motor Store and ors. (LPA No.441 of 2022, decided on 29.09.2022)** were kept in mind.

4. Apart from the said judgments another judgment of the Apex Court in **M.P. Power Management Co. Ltd. vs. Sky Power Southeast Solar India (P) Ltd., (2023) 2 SCC 703**, was also relied upon to held that the adjudicating authority as well as the appellate authority had dealt with the issues raised by the appellant and the Appellate Authority had returned categorical findings qua the issues. Resultantly, keeping in view the judgments of the Apex Court whereby it has been time and again held that in contractual matters, the Court cannot interfere unless and until there is *malafide* or violation of prescribed procedure or violation of principles of natural justice.

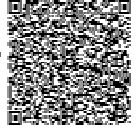


Learned Single Judge, accordingly, has held that in the absence of such *malafide*, there is no ground warranting interference under Articles 226/227 of the Constitution of India.

5. Learned Senior Counsel has intended to controvert the procedure followed and tried to raise the issue that the reports, which have been relied upon, however, are not liable to be taken into consideration, as the appellate Authority did not give a proper hearing, as such.

6. We have perused the order of the Appellate Authority, which would go on to show that in pursuance of the earlier directions issued, apparently, both the appellants Surinder Kumar and Kiran Bala, husband and wife, had appeared for the subject hearing without any counsel. However, three persons were accompanying them and the respondent-Corporation's official had not permitted those persons to address/represent their case and had only asked the partners to orally submit their case. No written submission as such had been made and both the partners had left the proceedings during the hearing and refused to join the proceedings subsequently. Thereafter, only an e-mail had been sent and the officials had come from Mumbai and in the presence of the officials of the Corporation, the proceedings were concluded in view of the earlier directions issued by this Court.

7. Learned Senior counsel has also submitted that no such date was given, but he is not in a position to rebut the fact that certain other persons were accompanying the appellants, who were insisting on being heard but the same was declined by the officials of the respondent-Corporation in view of the lack of authority/instructions. The earlier order, as such, did not give a licence to the appellants to get other persons with them, who were not associated in the running of the dealership as such. The principle of natural justice cannot be extended to such a level so as to introduce a fresh person in the hearing. The issue, as such, is now sought to be raised, apparently, to bring into the ambit



the disputed questions of fact as to whether the report is correct or not which would not be in the purview of the Writ Court also.

8. Today, we are informed that the dealership, where the business is being conducted, had been taken over and has further been allotted to one Dhanvir Kaur as the same was on the defence land but the lease has not been renewed beyond 30.09.2016. Eventually, the UOI has taken over the possession as such of the site and said Dhanvir Kaur also had filed **CWP No.10585 of 2023** to take possession of the articles as such which were available when the site was taken over by the Estate Officer. Certain directions were, thus, issued on 07.12.2023 by learned Single Judge that the IOCL was given liberty to dispose of the stock from the place of storage or any other place and after a period of expiry of six weeks from the date of said order, the IOCL shall hand over the possession of the site to the Estate Officer. We are further informed that the necessary compliance was done after getting extension vide order dated 29.01.2024 passed in **CM No.831-CWP of 2024** in the said case.

9. Resultantly, we are of the considered opinion that the *lis* has come to an end, keeping in view the fact that the site of the dealership itself is no longer in existence and the UOI has taken over the possession of the same. The argument which has, now, been raised is absolutely academic as such, at this point of time. Accordingly, there is no merit in the present appeal and the same is dismissed.

(G.S. SANDHAWALIA)
JUDGE

10.09.2024
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(MEENAKSHI I. MEHTA)
JUDGE

Whether speaking/reasoned: Yes
Whether Reportable: No