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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **W.P.(C) 5957/2021 & CM APPLs. 18813/2021, 26560/2021 & 45837/2021**

ARUN CHAUHAN & ANR.

..... Petitioners

Through: **Mr. I. S. Alag, Sr. Advocate with Mr. J.S. Lamba, Advocate for P-1.**

versus

HIDNDUSTAN PETROLEUM & ORS.

..... Respondents

Through: **Ms. Arti Singh, Advocate for HPCL with Mr. Aakashdeep Singh Roda and Ms. Pooja Singh, Advocates. Mr. Ripudaman Bhardwaj, CGSC with Mr. Kushagra Kumar, Mr. K. Manaswini, Advocates for UoI. Mr. V.P. Rana, Advocate for R-3.**

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

28.02.2024

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1. The instant writ petition has been filed challenging a termination letter dated 28.05.2021 issued by Respondent No.1 to the Petitioners terminating the dealership agreement on the ground that the disputes have arisen between partners of M/s Bhagwati Filling Station firm to whom the dealership was granted and that there are violations of various clauses of the dealership agreement.

2. The facts on record reveal that the Petitioner No.1 and Respondent No.3 formed a partnership firm in the name of M/s Bhagwati Filling Station. A dealership agreement was executed between Petitioner No.2 and



Respondent No1. Though the agreement was entered into on 20.08.2008, the term of the dealership was with effect from 31.03.2005 for a period of 15 years. Though the dealership agreement would have automatically ended by efflux of time on 31.03.2020, the partnership firm was permitted to continue with the dealership. However, the dealership was terminated by the letter dated 28.05.2021 which is under challenge in the instant writ petition.

3. In view of the fact that the dealership agreement would have come to an end by the efflux of time, this Court is not inclined to go into the question as to whether the termination on the grounds stated in the termination letter was valid or not for the reason that it has now become academic. The renewal clause in the agreement postulates that the renewal was not automatic and parties had to agree for renewal which is not the case.

4. Material on record reveal that the disputes have arisen between the Petitioners and Respondent No.3 and cross suits have been filed by the parties.

5. Learned Senior Counsel for the Petitioner states that once the dealership agreement has come to an end, Respondent No.1 cannot continue with the possession of the property in question. He places reliance on the Order dated 05.02.2019 passed by a Coordinate Bench of this Court in OMP No.505/2006 for this purpose.

6. Per contra, learned Counsels for Respondent No.1 and 3 contend that Respondent No.1 is in possession of the property by virtue of a lease deed and the fact that the dealership has come to an end does not automatically mean that the lease deed has come to an end.

7. Learned Counsel for the Petitioner seeks permission to withdraw the present writ petition with liberty to file a fresh suit for possession by



impleading necessary parties.

8. Permission and liberty, as prayed for, is granted.

9. It is made clear that the issue regarding possession and damages (if any) between the parties are left open to be adjudicated in a fresh suit (if any) to be filed and the suits which are pending between the parties.

10. With these observations, the petition is disposed of as withdrawn along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

FEBRUARY 28, 2024

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