

**IN THE HIGH COURT OF JUDICATURE AT PATNA**  
**Civil Writ Jurisdiction Case No.13397 of 2017**

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Sangappa V Hadapad Security Agency Son of late Amrika Prasad Resident of Panacea, Opposite Road No.2, Friends Colony, Ashiana Nagar, P.S. -Shastrinagar, Distt.- Patna.

... .. Petitioner/s

Versus

1. The Managing Director, Hindustan Petroleum Corporation Ltd.
2. The Deputy General Manager, Operation and Distributor Hindustan Petroleum Corporation Ltd., 89, Soorji Valabhadas Marg
3. The Regional Manager, Hindustan Petroleum Corporation Ltd., 6<sup>th</sup> Floor , Loknayak Jai Prakash Bhawan Dak Bunglow, Patna
4. The Location in Charge, O and M Site, Hindustan Petroleum Corporation Ltd., Patna New IRD, Bihta, Patna
5. The Chief Resident Co-Ordinator, Hindustan Petroleum Corporation Ltd., Patna New IRD, Bihta, Patna
6. The Director, Aegis Logistics Ltd., 1202, Tower B, Peninsula Business Park, G.K. Marg, Lower Parel (W) Mumbai, 400013
7. The Deputy General Manager, Aegis Logistics Ltd., 1202, Tower B, Peninsula Business Park, G.K. Marg, Lower Parel (W) Mumbai, 400013

... .. Respondent/s

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**Appearance :**

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|----------------------|---|-------------------------------------------------------|
| For the Petitioner/s | : | Mr. Sanjay Kumar Ghosarvey, Adv.                      |
| For the HPCL         | : | Mr. Rajeev Prakash, Adv.<br>Ms. Annpurna Prasad, Adv. |
| For the Respondent/s | : | Mr. Sanjay Kumar Mishra                               |

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**CORAM: HONOURABLE JUSTICE SMT. G. ANUPAMA CHAKRAVARTHY**  
**ORAL JUDGMENT**

**Date : 14-05-2025**

1. The present Writ Petition has been filed seeking a direction to the respondent-authorities to make payment of Rs. 17,10,570/- (Rupees Seventeen Lakh Ten Thousand Five Hundred Seventy only) towards the salary of 36 guards for the period from 01.04.2016 to 27.06.2016. A further relief sought for



a direction to the respondents to pay statutory interest, as well as penal interest until the payment is made.

2. The brief facts, as culled out from the Writ Petition, are that the petitioner, Sangappa V. Hadapad Security Agency, is owned by one Lt. Col. Sangappa and is empanelled with the Directorate General Resettlement (hereinafter called as DGR), bearing Empanelment No. 2771, under the Department of Ex-Servicemen Welfare, Ministry of Defence, New Delhi. The security agency was established to provide employment to retired Army personnel. The Agencies operational under DGR are not permitted to approach Public Sector Units directly, for allotment of work, as doing so would result in dis-empanelment from DGR. Aegis Logistics Ltd. entered into an agreement with HPCL, Bihta to provide security guards for a period of five years. Pursuant to this agreement, Aegis Logistics Ltd. entered into a subcontract with the petitioner on 01.04.2016, granting the petitioner contract for one year. In view of the agreement, the petitioner took



charge of the security management at HPCL, Bihta and deployed 36 security guards, which was duly accepted by the respondent-authorities. During the contract period, the DGR revised the wages of security guards, and the petitioner informed Aegis Logistics Ltd. of the revision on 16.05.2016. The petitioner submitted a bill for the month of April 2016, amounting to Rs. 5,70,190/-, along with the relevant details of each employee. Despite receiving the bill, the principal employer did not release the payment. Subsequently, the petitioner submitted a bill for 35 guards for May 2016, amounting to Rs. 5,69,164/-. As per the terms of the agreement between the petitioner and Aegis Logistics Ltd., payments were to be made within 40 days from the date of receipt of the bill. The respondent No. 4, i.e., the location in-charge of HPCL, Bihta, issued a letter dated 24.06.2016, informing the petitioner that the company was withdrawing O&M services from HPCL w.e.f. 28.06.2016.

3. It is the specific contention of the petitioner that no prior intimation was given



regarding the closure of operations at Bihta, resulting in significant losses. Following the termination, the petitioner submitted a bill for the period from 01.06.2016 to 27.06.2016 to Aegis Logistics Limited. The petitioner also addressed a letter No. 16 dated 19.08.2016 to the Plant Manager, HPCL, requesting intervention for the release of salary payments from 01.04.2016 to 27.06.2016 by Aegis Logistics Limited. Further, a complaint was made by the petitioner and the security guards to respondent No. 5 through a letter dated 02.03.2017, requesting payment of salary/wages for the aforementioned period. Despite these representations, Aegis Logistics Limited did not release the dues. Consequently, the petitioner filed a complaint with the Department of Administrative Reforms and Public Grievances via the online portal, but no action was taken. In response to the complaint, respondent No. 5 advised the petitioner to contact Mr. Shripad Joshi, DGM-EPC Services, Aegis Logistics Limited. The petitioner met the said authority on 03.07.2017 and reiterated the facts and requested for payment. Subsequently, the petitioner



received an e-mail from Mr. Shripad Joshi stating that HPCL owed Rs. 400 lakhs to Aegis Logistics Limited and that payments from HPCL had not been released for the period from August 2015 to June 2016, prompting Aegis to withdraw operations following formal notice. Being aggrieved by the non-payments of HPCL to Aegis Logistics Ltd., who in turn, did not release the payment of the petitioner, the present Writ petition has been filed.

4. A detailed counter-affidavit was filed by respondent Nos. 1 to 5 denying the allegations made in the Writ Petition. The respondents raised a preliminary objection regarding the maintainability of the Writ Petition, stating that there was no privity of contract between the petitioner and the respondent corporation. It was further contended that the petition involved disputed questions of facts and suffered from non-joinder and misjoinder of necessary parties. The counter affidavit further disclose that M/s Aegis Logistics Ltd., HPCL entered into an operational service agreement with HPCL for operation and maintenance services at Bihta IRD,



which included security services. However, the said agreement was between HPCL and Aegis Logistics Limited, and not with the petitioner, and the petitioner is a stranger to the contract. Therefore, the Writ Petition is not maintainable against HPCL. The counter affidavit further disclose that there is no agreement between the petitioner and respondent corporation and M/s Aegis Logistics Ltd. has also not given any short prior permission for keeping the men of the petitioner. It is further contended that the due to the poor performance and violation of contractual obligations, by the Aegis Logistics Ltd. the agreement with HPCL was got terminated in the month of June, 2016. Further the services were withdrawn on 27.06.2016. Therefore, the petitioner is not entitled to claim any payment from HPCL. The security guards had raised grievances before HPCL for non-payment of wages by the petitioner and Aegis Logistics Limited, whose contract had already been terminated. In order to ensure payment of the unpaid wages and in compliance with Section 21(4) of the Contract Labour (Regulation & Abolition) Act,



the respondent corporation, by letter dated 04.03.2017, advised both Aegis Logistics Limited and the petitioner to pay the guards and submit proof thereof. However, there was no response filed by the respondent No. 6 or by the petitioner. Accordingly, the respondent corporation issued demand drafts to the respective security guards with the permission of the Assistant Labour Commissioner (Central), Patna. These demand drafts were handed over to the guards, and receipt was acknowledged by them on 26.07.2017. As the respondent corporation has already paid the outstanding wages of the respective security guards, the issue related to payments of wages to the security guards has been redressed, therefore, the present Writ petition became infructuous.

5. Heard the Learned counsel for the petitioner and the Learned counsel for the respondents.

6. Admittedly, there is no contract between the petitioner and the respondent HPCL corporation. The agreement is between respondent



No. 6 and HPCL. The counter-affidavit also discloses that payments have already been made to the security guards engaged at HPCL. Therefore, this Court is of the considered view that the petitioner, in the absence of any contractual relationship with respondents No. 1 to 5, is not entitled to seek relief against them. As per the privity of contract, if the petitioner has any grievance, he has to approach before the appropriate forum for redressal of his grievances against the respondent No. 6 and not against the HPCL.

7. With the aforesaid observation, the Writ petition is stands dismissed as it is devoid of merits.

**(G. Anupama Chakravarthy, J)**

Amandeep/-

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