

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.5266 of 2015

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Jai Maa Santoshi Transport Son of Sri Prahlad Prasad, resident of Mohalla-
Lodi Katra, Patna City, Police Station- Khajekala in the district of Patna.

... .. Petitioner/s

Versus

1. The Bharat Petroleum Corporation Ltd.
2. The Transport Manager, Bharat Petroleum Corporation Ltd. Kolkatta West Bengal.
3. The Territory Manager, Bharat Petroleum Corporation Ltd. Patna Top, Pakri, Patna-2.
4. The Terminal Manager, Bharat Petroleum Corporation Ltd. Patna Top, Pakri, Patna-2.
5. The Depot Manager, Railway Consumer Depot, Rajendra Nagar Patna.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr.Sunil Kumar
For the Respondent/s	:	Mr. Siddharth Prasad
For the Railways	:	NONE

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CORAM: HONOURABLE MR. JUSTICE ANIL KUMAR SINHA
ORAL ORDER

- 27 25-11-2025 1. The petitioner, a company operating in transport under the name and style of M/s Jai Maa Santoshi Transport, has filed the present writ application for a direction to the respondent authorities to refund a sum of Rs. 7,72,105/-, which was recovered from the petitioner in September, 2014, on the allegation that 12,000 litres of High Speed Diesel, which was to be delivered from the depot of Bharat Petroleum Corporation Limited, Sipara, to the Railway Consumer Depot, Rajendra Nagar, Patna, had



not been delivered.

2. The case of the petitioner, in brief, is that an agreement dated 18.02.2011 was entered between Bharat Petroleum Corporation Limited, Patna Terminal, and the petitioner company for transportation of petroleum products from the depot of Bharat Petroleum Corporation Limited, at Sipara, to various fuel centres as per the requirement of the Bharat Petroleum Corporation Limited.
3. Pursuant to the agreement, a tank lorry of the petitioner company, bearing registration No. BR52-1326 was loaded on 26.04.2014 with 12,000 litres of High Speed Diesel, under Invoice No. 1263286211, for delivery to the Railway Consumer Depot, Rajendra Nagar, Patna. The consignment was delivered on the same day, i.e. on 26.04.2014 to the Railway Consumer Depot, Rajendra Nagar, Patna and the said consignment was received by the Senior Section Engineer (Electrical), East Central Railway, Patna, with acknowledgment note on the invoice.
4. It is the further case of the petitioner that despite the delivery of the consignment on 26.04.2014, the Terminal Manager, Bharat Petroleum Corporation Limited, issued a



communication, dated 12.09.2014, stating that during a joint visit to Railway Consumer Depot, Rajendra Nagar, Patna, on 09.09.2014, it was informed that the consignment had not been received and when no satisfactory explanation emerged, the Bharat Petroleum Corporation Limited proceeded to deduct the invoice amount from the transportation bill of the petitioner company, enclosing a copy of the communication from the Senior Divisional Electrical Engineer (G), East Central Railway, Danapur, regarding non-receipt of the consignment. Thereafter, on 26.09.2014, the Bharat Petroleum Corporation Limited recovered a sum of Rs. 7,72,105/- from the pending transport bill of the petitioner company.

5. Learned Counsel for the petitioner submits that the petitioner had already delivered 12,000 litres of High Speed Diesel to the Railway Consumer Depot, Rajendra Nagar, on 26.04.2014, and the said delivery was duly acknowledged by the Railway authorities on the invoice itself. However, despite the completion of delivery and submission of the acknowledged invoice/receipt in the office of the Bharat Petroleum Corporation Limited, the



invoice amount of Rs. 7,72,105/- was arbitrarily deducted from the petitioner's bill without issuing any notice or affording any opportunity of hearing to the petitioner prior to such deduction, which is in complete violation of the principles of natural justice.

6. Learned Counsel further submits that after deduction of the invoice amount, the petitioner submitted a written representation before the Terminal Manager, Bharat Petroleum Corporation Limited, Patna, on 10.10.2014, enclosing the acknowledged delivery invoice with a request to refund the deducted invoice amount, but the respondents did not take any action in this regard.
7. On the other hand, learned Counsel for Bharat Petroleum Corporation Limited has raised a preliminary objection with regard to the maintainability of the present writ petition.
8. Learned Counsel further submits that the claim of the petitioner involves serious and complex disputed questions of fact, including allegations of forgery and the genuineness of signatures, which cannot be effectively adjudicated in a proceeding under Article 226 of the Constitution. The relief sought for by the petitioner is



purely monetary in nature and the transport agreement, dated 18.02.2011, contains an arbitration clause, providing an alternative and efficacious remedy to the petitioner.

9. Learned Counsel further submits that the Railway authorities have categorically confirmed, vide letter, dated 20.08.2014, that the consignment, in question, was never received at Railway Consumer Depot, Rajendra Nagar, Patna, and the signature on the delivery invoice is not genuine.
10. The Railways, in its counter affidavit, took the stand that the petitioner's entire claim is wholly misconceived and factually incorrect as no delivery of 12,000 litres of High Speed Diesel was ever made at Railway Consumer Depot, Rajendra Nagar, Patna, on 26.04.2014, and the acknowledgment relied upon by the petitioner is forged, since the signature on the invoice does not match the official signature of the Senior Section Engineer. The Railways further points out that the delivery registers, which is the primary record of all diesel receipts, contains no entry for the alleged consignment and that no issue note was generated on that date.



11. It is further argued that the total storage capacity of the depot is 33,000 litres, whereas the stock position on 25.04.2014 was already 25,000 litres. In such circumstances, there was no requirement, feasibility, or even physical possibility to requisition or receive an additional 12,000 litres of diesel on 26.04.2014, as doing so would have exceeded the storage limits and violated safety norms.
12. I have heard learned Counsel for the parties concerned and have gone through the materials on record.
13. From perusal of the records, it appears that there exists a serious dispute with regard to the delivery of 12,000 High Speed Diesel, particularly concerning the genuineness of the endorsement on the delivery invoice. The respondents, in their respective counter affidavits, have categorically denied the receipt of the consignment and have questioned the authenticity of the acknowledgment relied upon by the petitioner. As such, no positive direction can be issued by this Court considering the disputed question of fact involved in the present writ application.
14. However, in the interest of justice, the petitioner is



granted liberty to avail remedy before the appropriate forum/arbitrator, in accordance with law, for redressal of his claim with respect to the alleged delivery and the consequential recovery of the amount.

15. With the aforesaid observation and direction, this writ application is disposed.

(Anil Kumar Sinha, J.)

Prabhakar Anand/-

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