



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 25-07-2025

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THE HONOURABLE MR JUSTICE N. ANAND VENKATESH

WP No. 3433 of 2025

AND

WMP NOs. 3825 and 3822 OF 2025

1. P.P.Ravi
Prop Of M/s. Raksha Agencies,
Indian Oil Dealer, 2/245,
Nattarampalli Main Road,
Pudupettai, Tirupathur District-
635 651.

Petitioner(s)

Vs

1. The Indian Oil Corporation
Limited
Chennai Divisional Office,
No.500, Annasalai, Teynampet,
Chennai- 600 018.
- 2.The Executive Director Of State
Head
Tamil Nadu State Office, Indian
Oil Corporation Ltd, Marketing
Division, Southern Region,
Indian Oil Bhavan, No.139,
Mahatma Gandhi Road,
(Nungambakkam High Road),
Chennai- 34.
- 3.D.Shivaji
No.3a, Pillaiyar Koil Street,
Gandhipet, Tirupattur District-
635 601.



Respondent(s)

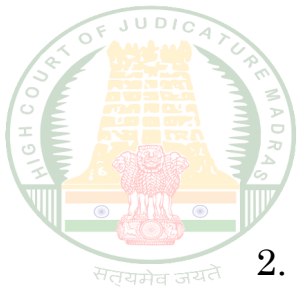
PRAYER

Writ petition filed under Article 226 of Constitution of India for the issuance of writ of certiorarified mandamus to call for the records relevant to the order in Ref. CHDO / 210880 dated 13.01.2025 passed by the 2nd respondent and quash the same is illegal, improper ,unreasonable, arbitrary and against the principles of natural justice and thereby, direct the respondents 1 and 2 to continue the petrol (MS) / High Speed Diesel (HSD) Retail Outlet Dealership of the petitioners agency M/s. Raksha Agencies, Indian oil Dealer, 2/ 245, Nattarampalli Main Road, Pudupettai, Tirupathur District- 635 651.

For Petitioner(s): Mr.B.Sundarapandiyan
For M/s. Mohammed Fayaz Ali,
Respondent(s): Adarsh Sekar, Amina
Hussain, Rohit Rg, K.
Saravanan For R1 And R2
Dt 6/2/25
M/s. Prakash Adiapadam, E.
Anbarasan, M. Kannan For
R3 Dt 14/2/25

ORDER

This writ petition has been filed challenging the impugned final order passed by the 2nd respondent dated 13.01.2025 and for a consequential direction to the respondents 1 and 2 to continue the retail outlet dealership of the petitioner's agency.



2. Heard Mr. Singaravelan, learned Senior Advocate for Mr.B.Sundarapandiyan, learned counsel for the petitioner and Mr.Mohamed Fayaz Ali, learned Standing counsel for Respondents 1 and 2 and Mr.PRakash Adiapadam, learned counsel for 3rd respondent.

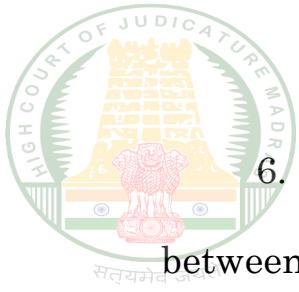
3. The petitioner was given the retail outlet dealership by the Indian Oil Corporation Limited through an agreement dated 20.07.2007. The contract period was for 15 years from 31.05.2007, which expired on 31.05.2022. While so, the 3rd respondent gave a complaint dated 07.06.2022 stating that he has invested a sum of Rs.73,00,000/- with the petitioner and he was allowed to run the outlet by the petitioner and thereafter, he was stopped from running the business. Based on this complaint, the Corporation issued a show cause notice dated 04.07.2023 to the petitioner and the petitioner submitted a reply dated 24.07.2023. The impugned order dated 13.01.2025 came to be passed by the 2nd respondent to the effect that the petitioner has violated the terms of agreement and has handed over the operation of the dealership to a stranger under three documents namely Memorandum of understanding, Partnership



Deed and a Specific Power of Attorney and therefore, the 2nd respondent informed the petitioner that it warrants termination of contract and that the Corporation does not intend to extend the dealership period any further. Aggrieved by the same, the present writ petition has been filed before this Court.

4. It is quite evident from the materials available on record that there is an *interse* dispute between the petitioner and the 3rd respondent, which has resulted in multiple suits filed and which are pending. It is not necessary for this Court to go into the dispute between the petitioner and the 3rd respondent.

5. It is not in dispute that the agreement has already come to an end on 31.05.2022. If that is the case, it is not known as to why the impugned order refers to a termination of contract on 13.01.2025 when the agreement itself is not in subsistence. The learned Standing counsel appearing on behalf of the Indian Oil Corporation submitted that even though the original agreement came to an end on 31.05.2022, the same is renewed every year and by virtue of the impugned proceedings, such renewal is also stopped.



6. The fact remains that there is no subsisting agreement between the parties. Hence, it is not necessary for this Court to deal with the impugned final order dated 13.01.2025 on merits. If the petitioner is seeking for any renewal / execution of a fresh agreement, it is left open to the petitioner to approach the Indian Oil Corporation Limited and make a request. The prerogative is upon the IOCL to take a decision in accordance with law and it is left open to the IOCL either to grant the dealership to the petitioner or to the reconstituted firm along with the 3rd respondent or can reject the execution of any agreement. The ball is now in the Court of the IOCL to take a decision. Except giving this clarity, no further orders are required to be passed in this writ petition.

7. This writ petition is disposed of in the above terms. No costs. Consequently, the connected miscellaneous petitions are closed.

25-07-2025

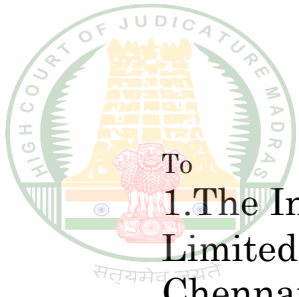
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Index:Yes/No

Speaking/Non-speaking order

Internet:Yes

Neutral Citation:Yes/No



To

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Limited

Chennai Divisional Office,
No.500, Annasalai, Teynampet,
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2.The Executive Director Of State
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