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

+ **W.P.(C) 4470/2026**

M/S GAUTAM BULK CARRIER

.....Petitioner

Through: Mr. Jeevesh Nagrath, Sr. Adv. with
Mr. Rahul Shukla and Ms. Bachita
Baruah, Advs.

versus

HINDUSTAN PETROLEUM CORP. LTD. & ORS.Respondents

Through: Mr. Naveen Kumar Raheja, Mr. Sashi
Shekhar and Mr. Anant Vijay Singh,
Advs. for HPCL.

Mr. Ishkaran Singh Bhandari, CGSC
with Mr. Piyush Yadav, Adv. for R-3.

CORAM:

HON'BLE MR. JUSTICE PURUSHAINDR KUMAR KAURAV

ORDER

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06.04.2026

CM APPL. 21815/2026 (EXEMPTION)

1. Exemptions allowed, subject to all just exceptions.
2. Application stands disposed of.

W.P.(C) 4469/2026 and CM APPL. 21814/2026

3. The instant petition has been filed seeking following directions:

“a) Issue an appropriate writ, order or direction, including a writ of Certiorari, quashing and setting aside the impugned termination order dated 30.03.2026 issued by Respondent No.1 (Annexure P- 1), whereby the Letter of Acceptance (LoA) dated 23.09.2025 awarded to the Petitioners has been terminated; and



b) Issue an appropriate writ, order or direction directing Respondent No.1 to restore and give full effect to the LoA dated 23.09.2025 and to permit the Petitioner to continue and perform the contractual obligations thereunder; and

c) Issue an appropriate writ, order or direction declaring that the stipulated period of four months prescribed for completion of formalities of transfer of ownership of Tank Trucks under the Letter of Acceptance (LoA) is directory in nature and not mandatory and that non-compliance within the said period in the facts and circumstances of the present case does not warrant termination of the LoA; and

d) Pass any other order/orders as this Hon'ble Court may deem fit and proper in facts and circumstances of the case."

10. The petitioner is a transporter of Liquefied Petroleum Gas (LPG) for oil companies. It is the case of the petitioner that he is a successful bidder in tender titled as *Bulk LPG Transportation Haryana 2025–2030* for induction of its Tank Trucks (**hereinafter "TTs"**). Subsequently, the petitioner was issued the Letter of Acceptance (**hereinafter "LOA"**) dated 05.09.2025 for deployment 17 TTs under Agreement to Sell (**hereinafter "ATS"**) category.

11. The sole grievance of the petitioner pertains to termination of LOA dated 05.09.2025 *vide* termination order dated 30.03.2026 (**hereinafter "impugned order"**)

12. The Court finds that the LOA dated 05.09.2025 awarded to the petitioner is for transportation in the State of Haryana. The sole reason to invoke the jurisdiction of this Court is that the impugned order has been issued from New Delhi.

13. Mr. Jeevesh Nagrath, learned senior counsel appearing for the petitioner submits that a part of cause of action has arisen within the jurisdiction of this Court. However, the same should not be the sole reason to entertain the writ petition. With respect to second submission that the parties by way of agreement have decided the jurisdiction of Delhi Courts. It



is needless, to say that the constitutional Courts are not bound by the agreement arrived at by the parties.

14. This Court in the case ***The Indure Pvt. Ltd. v. Government of NCT of Delhi***,¹ in paragraph no. 36 has held as under:

“36. A petitioner who approaches this Court to assail a decision of an authority situated in Delhi, when the underlying cause for the said decision lies elsewhere, effectively attempts to make this High Court a mini-pan-India Superior Court exercising jurisdiction over all events which take place throughout this Country. There is no gainsaying with the proposition that every High Court is competent to adjudicate upon a lis which arises from events or actions taking place within its territory. Merely because the ultimate order, which is based on events taking place outside Delhi and takes cognizance of actions outside of Delhi, is passed within the jurisdiction of this Court, a writ petition ought not be entertained by this Court.”

15. It is manifest that the mere issuance of the impugned order from New Delhi or the incidental administrative actions undertaken at New Delhi do not constitute the material, essential, or integral part of the cause of action. The doctrine of cause of action, requires that the bundle of facts giving rise to the lis must have a direct and substantial nexus with the territorial jurisdiction of the Court. An ancillary or incidental connection, cannot, by itself, confer jurisdiction. The Court will have to adjudicate the *lis* on the basis of the constitutional provisions. The said aspect has also been taken note of by this Court in the case of ***The Indure Pvt. Ltd (Supra)***.

16. The Supreme Court in the case of ***Kusum Ingots & Alloys Ltd. v. Union of India and Anr.***,² has held as under:

“Forum conveniens

30. We must, however, remind ourselves that even if a small part of cause of action arises within the territorial jurisdiction of the High Court, the

¹ 2026:DHC:1605.

² 2004) 6 SCC 254



same by itself may not be considered to be a determinative factor compelling the High Court to decide the matter on merit. In appropriate cases, the Court may refuse to exercise its discretionary jurisdiction by invoking the doctrine of forum conveniens. [See Bhagat Singh Bugga v. Dewan Jagbir Sawhney [AIR 1941 Cal 670 : ILR (1941) 1 Cal 490] , Madanlal Jalan v. Madanlal [(1945) 49 CWN 357 : AIR 1949 Cal 495] , Bharat Coking Coal Ltd. v. Jharia Talkies & Cold Storage (P) Ltd. [1997 CWN 122] , S.S. Jain & Co. v. Union of India [(1994) 1 CHN 445] and New Horizons Ltd. v. Union of India [AIR 1994 Del 126] .]”

17. In view of the aforesaid, the Court relegates the petitioner to the jurisdictional High Court where the material, essential and integral part of cause of action has arisen.
18. The petition along with pending application stands disposed of.
19. All rights and contentions of the parties are left open.

PURUSHAINDRA KUMAR KAURAV, J

APRIL 6, 2026/Sh/ss