

(2011) 10 JH CK 0016
In the Jharkhand High Court
Case No : Writ Petition (C) No. 3165 of 2006

M/s Bimla Kerosene Distributor	Vs	APPELLANT
Indian Oil Corporation Ltd.		RESPONDENT

Date of Decision : 12-10-2011

Acts Referred:

Constitution of India, 1950 — Article 226

Citation : (2011) 10 JH CK 0016

Hon'ble Judges : Poonam Srivastava, J

Bench : Single Bench

Final Decision : Dismissed

Judgement

Hon"ble Mrs. Justice Poonam Srivastav

1. Heard counsel for the petitioner and also counsel on behalf of the respondents.
2. The respondent Indian Oil Corporation Ltd. granted dealership of kerosene oil in the name of M/s Bimla Kerosene Distributor in the quota of scheduled caste in the year 1986. An agreement was entered into between the respondent Indian Oil Corporation Ltd. and the petitioner, whereby Clause 16(C)(ii) restricted the dealer not to take up any other employment or engage in any other business, apart from the operation of the dealership.
3. It appears that the petitioner joined an N.G.O. and she was granted certain remuneration which is evident from the letter dated 04.04.1990, which is annexed as Annexure 2/ 1 to the writ petition.
4. Counsel on behalf of the petitioner has tried to lay emphasis on Annexure 2 which is a letter written to the Indian Oil Corporation intimating that she is now involved in certain social work for the upliftment of the downtrodden and, therefore, has sought permission and consent to conduct the said work.
5. It is pointed out that Clause 16(C)(ii) of the agreement specifically states that a prior consent shall be taken from the Indian Oil Corporation Ltd. before taking

up any assignment other than the dealership.

6. It is also pointed out that the letter annexed as Annexure2 dated 15.12.1989, was written seeking consent which was not replied for more than 2 1/2 years. However, the dealership has been cancelled on account of the reasons stated above, since November, 2005.

7. The prayer of the petitioner at this stage cannot be allowed for the reason that there is a clear violation of Clause16(C)(ii) of the agreement. The letter of termination of dealership and also the show cause notice is part of the writ petition. I have perused the said orders. I do not find any infirmity and any ground for exercising jurisdiction under Article 226 of the Constitution of India.

8. In the circumstances, there is no merit in the writ petition and is accordingly dismissed.

9. However, it is made clear that the petitioner, who had taken up certain social work, which was with an entitlement of certain remuneration. This resulted in termination of the dealership.

10. In the event fresh dealerships are invited by the Indian Oil Corporation Ltd., it will be open for the petitioner to partake and her application shall be considered on merits, along with other candidates. The rejection of the instant writ petition or impugned termination shall not be an embargo in consideration of her fresh allotment of dealership on its own merits.