
(2013) 12 MP CK 0069
In the Madhya Pradesh High Court
Case No : W.A. No. 941 of 2013

M/s. Pragati Firm

APPELLANT

Vs

Indian Oil Corporation Ltd.

RESPONDENT

Date of Decision : 04-12-2013

Acts Referred:

Citation : (2014) 1 MPHT 470 : (2014) 2 MPLJ 349

Hon'ble Judges : A.M. Khanwilkar, C.J; Krishn Kumar Lahoti, J

Bench : Division Bench

Advocate : Vijay Kumar Shukla, for the Appellant; Aditya Adhikari, Learned Counsel for the Respondent No. 1 and Shri P.K. Kaurav, Learned Additional Advocate General for the Respondent Nos. 2 and 3/State, for the Respondent

Final Decision : Disposed Off

Judgement

1. Heard counsel for the parties. This appeal takes exception to the decision of the learned Single Judge dated 3.9.2013 passed in Writ Petition No. 3408/2012 by which the said writ petition has been dismissed.

2. The appellant has challenged Annexure-P/13 dated 23.12.2011 whereby the Officer on Special Duty, Bhopal Development Authority has informed the respondent Indian Oil Corporation, the original lessee of the plot in question that the authority has decided to not to extend the lease in respect of the land which was to expire on 31.12.2011. As regards this order, though petitioner who claimed to be lessee in the petition, cannot be permitted to assail the same for the simple reason that he was neither the lessee or sub lessee in respect of the plot in question. The appellant, however, has been appointed by the Indian Oil Corporation only as a dealer under the dealership agreement dated August, 1984 which was extended on year to year basis until 31st December, 2011 only. In other words, there was no lis between the appellant and the Bhopal Development Authority nor the appellant can claim any vested right in respect of the said plot, not being either lessee or sub lessee thereof. For that reason, the learned Single Judge rejected the claim of the appellant with regard to challenge in respect of

the order dated 23.12.2011. That view is unexceptional.

3. As regards the challenge to the public notice Annexure-P/17 issued by the Bhopal Development Authority inviting offers for sell of the plot by tender process from interested persons. Considering the fact that the appellant has no vested right in the plot in question, the appellant cannot be permitted to challenge the said advertisement. For, the possession of the plot and machinery belonging to the Indian Oil Corporation was merely entrusted to the appellant under the dealership agreement which expired on 31.12.2011. This view taken by the learned Single Judge is also unexceptional.

4. The only other question that has been raised by the appellant is that the appellant has been forcibly dispossessed from the plot. Even this contention does not commend to us. For, it is a matter of record that the possession of the premises was made over by the officials/representatives of the appellant under a written Panchnama to the Bhopal Development Authority on 17.9.2013. In any case, the appellant could not have continued to remain in possession as the Indian Oil Corporation, as it is not its case, that the Indian Oil Corporation had extended the tenure of dealership agreement. Suffice it to observe that it is not a case of forcible dispossession as such. Thus, even this ground urged by the appellant will have to be stated to be rejected.

5. As no other contention has been raised, we find no reason to entertain this appeal. The same deserves to be dismissed.

6. The only other question now urges before us is that the learned Single Judge ought not to have imposed exemplary cost of Rs. 25,000/-. For, it was a case of assertion made in the petition under mistaken belief that the appellant was the lessee in respect of the suit plot. However, no document in support of that claim was forthcoming. On the other hand, the dealership agreement unerringly mentioned that sub lessee will be executed in favour of the dealer in due course, which, as of date, and in any case before the expiry of the dealership tenure, was never executed. In that sense, the appellant was neither lessee nor sub lessee in respect of the plot. That finding recorded by the learned Single Judge having been upheld, ordinarily, we would not have interfered with the order passed by the learned Single Judge imposing exemplary cost. But as we find that the appellant had produced all the relevant documents and had made the assertion in good faith, we show that limited indulgence to the appellant.

7. As a result, the appeal is disposed of by setting aside the direction of payment of cost of Rs. 25,000/-.

8. At this stage, counsel for the appellant stated that the appellant had constructed workshop and some of the belongings of the appellant are lying in the premises which have been taken over by the Bhopal Development Authority under Panchnama. It will be open to the appellant to make representation to the Indian Oil Corporation in that behalf for allowing him to remove his belongings. As it is stated across the Bar that the plant and machinery installed in the site

was of the Indian Oil Corporation, the appellant cannot unilaterally take away any items from the site without giving prior notice to the Indian Oil Corporation in that behalf. Appeal disposed of accordingly.