

Punjab-Haryana High Court

M/S. Jagroop Oil Stores vs Indian Oil Corporation Limited ... on 9 September, 2008

CWP No.5618 of 1988

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In the High Court of Punjab and Haryana at Chandigarh.

CWP No.5618 of 1988

Date of decision: 09 .09.2008.

M/s. Jagroop Oil Stores, Sangrur,
through its proprietor Jagroop Singh
(dead) represented by Legal representatives

... Petitioner.

Versus

Indian Oil Corporation Limited and others

... Respondents.

Present: Ms.RK Wasu, Advocate, for the petitioner.

Mr.SC Kapoor, Senior Advocate,with Mr.Harminderjit Singh,Advocate,for the respondents.
PERMOD KOHLI, J. (Oral):

Heard the learned counsel for the parties.

This petition was filed by M/s.Jagroop Oil Stores, Sangrur, through Jagroop Singh son of Sardar Bhangra Singh, its sole proprietor. During the pendency of this petition, Jagroop Singh died and his legal representatives have been brought on record.

The petitioner challenged the order dated 01.03.1985 (Annexure P-5) whereby the contract between Jagroop Singh and the Indian Oil Corporation Limited in respect to the supply of kerosene dealership of the petitioner has been cancelled /terminated. It is stated that the petitioner was appointed dealer in the year 1981 for being an Ex-serviceman on the basis of the recommendations of the Director General (Resettlement) on 21.07.1973 for supply of kerosene oil etc. In the year 1981, on the basis of certain allegations of misappropriation, an FIR No.223 dated 12.09.1981 was registered against the petitioner and its licence for sale of the kerosene oil was cancelled on 08.08.1982. Thereafter the impugned order came to be passed cancelling the agreement between the petitioner and the respondent- Corporation. The petitioner has challenged the impugned order on variety of grounds.

This petition has been resisted by the respondent-Corporation, primarily, on two grounds: (i) that this Court has no territorial jurisdiction to adjudicate upon the controversy; and (ii) that the agreement between the parties is terminable and no direction for its performance can be issued.

It is argued by Mr. SC Kapoor, learned senior counsel appearing on behalf of the respondent-Corporation that even if there is breach, it involves contractual obligations and no writ

lies. In the reply, the respondents have reproduced Clauses-21 and 27 of the contract entered into between the parties. Under Clause 27 of the agreement, the parties agreed for exclusion of jurisdiction of all other Courts except the Courts at Delhi. It is not in dispute that the dealership was operative in the State of Punjab. It is settled law that with their consent the parties cannot confer or take away the territorial jurisdiction of any Court. However, where jurisdiction of more than one Court is involved, the parties can exclude the jurisdiction of one of the Courts. Apart from the above, as per Clause 21 of the agreement, which is not in dispute, the contract is terminable by giving notice of 30 days in writing. The impugned order is a notice of termination of the dealership. Thus, in view of Clause-21 of the agreement, no writ can be issued for the enforcement of such a contract.

In view of the above, I find no merit in the present petition and the same is hereby dismissed with no order as to costs.

09.09.2008
BLS

(PERMOD KOHLI)
JUDGE

Note: Whether referred to the Reporter? YES/ NO