



WEB COPY

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 31.01.2013

CORAM:

THE HONOURABLE MR.JUSTICE R.SUBBIAH

W.P. (MD) .No.1113 of 2013

and

M.P. (MD) No.1 of 2013

P.M.Neelamegam

... Petitioner

Vs.

1.The Deputy Commissioner of Police,

Office of the Deputy

Commissioner of Police,

Trichy.

2.The Inspector of Police,

Fort Police Station, Trichy.

3.The Sub - Inspector of Police,

Fort Police Station, Trichy.

4.M/s.The Reliance Communications Ltd.,

Reliance Webstore Ltd., Reliance House,

6, Haddows Road, Nungambakkam, Chennai - 6.

5.The Manager,

M/s. Reliance Communications Ltd.,

C - 21- 26, Jenne Plaza,

No.108, Bharathiar Salai, Trichy - 1.

... Respondents

PRAYER: Writ Petition is filed under Article 226 of the Constitution of India for the issue of a Writ of Mandamus, forbearing the respondents particularly the 2nd & 3rd respondents not to interfere with the civil dispute in respect of shops No.G21 to 24, Periyasamy towers in Door No.31, Kaliammankovil Street, within Trichy City Corporation limits till the petitioner takes appropriate action as per settlement proceedings under the rules of the Arbitration and Conciliation Act 1996 as per the franchisee agreement dated 18.01.2007.

For Petitioner : Mr.S.Siva Thilakar

For R-1 to R-3 : Mr.R.Karthikeyan,

Addl. Govt. Pleader.

O R D E R

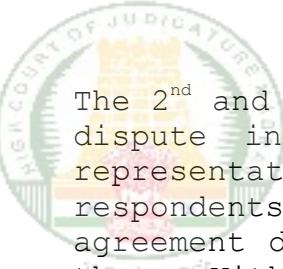
This Writ Petition has been filed by the petitioner to issue a Writ of Mandamus, forbearing the respondents particularly the 2nd & 3rd respondents not to interfere with the civil dispute in respect of shops No.G21 to 24, Periyasamy towers in Door No.31, Kaliammankovil Street, within Trichy City Corporation limits till the petitioner takes appropriate action as per settlement proceedings under the rules of the Conciliation Act 1996 as per the franchisee agreement dated 18.01.2007.

2. In the affidavit it has been averred that the petitioner is the proprietor of Sri Ganesh Communications, and running a mobile stores in the property, which is situated in shop Nos.G21 to G24, Periyasamy Towers in Door No.31, Kaliammankovil Street, within Trichy City Corporation limits. The Reliance Communication Limited appointed the petitioner as its franchisee in the year 2007, on receiving a sum of Rs.12,50,000/- as deposit and the petitioner have been doing best services for the said company, as one of the top 10 franchisees, out of the 60,000/- franchisees. Ever since the commencement of the franchisee, the petitioner periodically placing the primary purchase orders with the said company and promoting the business and service with the local customers by recharging, sales of mobiles, HSD and other accessories.

3. While so, the officers level employees of the above said company, in order to make a personal gain, created problems by making false complaints against the petitioner to the said company, which resulted in issuing show cause notice on 11.03.2012 to the petitioner. Thereafter, the petitioner sent a reply notice to the company. Subsequently, on 04.06.2012, the company sent a termination notice, which was received by the petitioner on 09.06.2012, in which the company had stated that they would take possession of all the goods and other equipment available in the shops. Since the company threatened the petitioner that they would terminate the petitioner's franchisee, he filed a suit in O.S.No.807 of 2012 on the file of the II Additional District Munsif Court, Trichy and obtained an interim order in I.A.No.748 of 2012, on 11.06.2012. After the company entered appearance in the said case, a compromise was arrived at, which resulted in filing memorandum of understanding on 23.06.2012.

4. As per the memorandum of understanding, the petitioner withdrew the suit. Further, as per the memorandum of understanding, the petitioner requested 60 days time to improve the business to the satisfaction of the organisation and achieve the targets as stipulated. As per the Clauses 6 and 7 of the memorandum of understanding, if the franchisee improves his performance to the satisfaction of the company, he can continue the franchisee subject to the evaluation of the company on the 60th day. In case, in the event of termination of the franchisee on 60th day, the franchisee had agreed to hand over the premises and the company will reimburse security deposit within 30 days from the 60th day. But, it is the further case of the petitioner that the officials of the company did not act as per the understanding reached between the parties. On 11.01.2013, one Ramasubramanian came to the business premises of the 2nd respondent company to take the stock of the shops. On 12.01.2013, when the petitioner was in the office, he had stated that the franchisee of the petitioner's shop has been terminated. Subsequently, he came along with the 3rd respondent to the petitioner's shop and the 3rd respondent threatened the petitioner to close the shop immediately or else he will foist a false case as against the petitioner and his family members.

5. The petitioner had also explained them about the terms of franchisee agreement dated 18.01.2007 and as per the agreement if any dispute arises between the petitioner and the company, the same shall be settled by direct negotiations in good faith. If such negotiations do not <https://hcs.tslts.tn.gov.in/decoupte/>, the parties agree to submit the matter to settlement proceedings under the rules of the arbitration and Conciliation Act, 1996. But the 3rd respondent has not considered the petitioner's explanation.



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The 2nd and 3rd respondents have no jurisdiction to interfere with the civil dispute in the petitioner's company. Hence, the petitioner sent a representation by way of registered post to respondents 1 to 4. The respondents 4 and 5 cannot act unilaterally, as against the franchisee agreement dated 18.01.2007, for which they are also party which will bind them. With the help of the police, the alleged termination of business of the petitioner is not possible and it is against the established procedure of law. Hence, the petitioner has come forward with the present writ petition for the relief stated supra.

6. The second respondent has filed the counter affidavit and the said affidavit was adopted by the third respondent. In the said counter it has been clearly stated that the respondent 2 and 3 were not aware of anything about the business dispute and the arrangement made between the parties. The respondents are nothing to do with the business affairs between the parties. The respondents 2 and 3 had never interfered with the civil dispute between the parties as alleged by the petitioner. Thus, they prays for the dismissal of the writ petition.

7. Today when the matter is taken up for consideration, the learned Additional Government Pleader submitted that the respondents had never interfered with the civil dispute between the parties. The said statement of the learned Additional Government Pleader is recorded.

8. Recording the said submission of the learned Additional Government Pleader as well as based on the contention of the counter affidavit, this writ petition is closed. No costs. Consequently, connected miscellaneous petition is closed.

Sd/-
Assistant Registrar (CO)

/True Copy/

Sub Assistant Registrar

To

1. The Deputy Commissioner of Police,
Office of the Deputy Commissioner of Police, Trichy.

2. The Inspector of Police, Fort Police Station, Trichy.

3. The Sub - Inspector of Police, Fort Police Station, Trichy.

+1C.C. to the Special Government Pleader in Sr.No.4919

W.P. (MD) .No.1113 of 2013
31.01.2013

vsm

PBK 26/03/2013 ::3P-5C::