

**HIGH COURT OF TRIPURA  
AGARTALA  
W.P(C) 92/2024**

M/s Ganapati Logistics	Versus	----Petitioner(s)
The Union of India and others		----Respondent(s)

For Petitioner (s)	:	Mr. Somik Deb, Sr. Advocate Mr. A. Baran, Advocate
For Respondent(s)	:	Mr. BN Majumder, Sr. Advocate Mr. B. Majumder, CGC Mr. R. Saha, Advocate

**HON'BLE THE CHIEF JUSTICE MR. APARESH KUMAR SINGH  
HON'BLE MR. JUSTICE ARINDAM LODH  
Order**

**28/02/2024**

Heard learned senior counsel for the petitioner and learned senior counsel for the respondents-IOCL and learned CGC for respondents- Union of India.

The petitioner is a LPG Transporter who claimed to be employed for the purpose of transportation of Indane LPG cylinders in vertical position on unit rate basis, ex-Agartala (Bodhjunnagar) Bottling Plant for a period of three years, with a provision of two yearly extensions. The petitioner has been selected after being successful in an NIT. The petitioner is also a member of the north-East Packed LPG Transporter Association.

The grievance of the petitioner relates to non-payment of differential amounts upon implementation of Joint RTD Verification. The petitioner also has a grievance relating to non-payment of difference of Cap Shortage bill. According to the petitioner, Joint RTD Verification is undertaken for the purposes of determination of the distance to be covered during transportation of LPG cylinders and also for the purposes of making payment of Cap shortage. The petitioner has been raising its bills for each journey undertaken by the vehicles of the petitioner. From each such bill the IOCL has been making deduction under the heads of Goods and Service Tax. IOCL is liable to pay the balance tax payable to the petitioner on the provision of 2 years extensions. The petitioner has approached the General Manager, LPG Department, Indian Oil

Bhawan, Assam, through letters which had been received on 08.06.2023 at Gauhati, for redressal of its grievances relating to fixing of proper rates, the payment of security deposit and also implementation of Joint RTD Physical Verification undertaken on different dates.

It is contended by learned senior counsel for the petitioner that though the terms of the Letter of Intent contains an Arbitration Clause XI, but in absence of any specific denial there exists no dispute for the petitioners to raise in an Arbitration proceedings. The petitioner also contends that the Arbitration Clause provides for the seat of Arbitration at Gauhati. However, since the transportation of LPG Gas cylinders is being done within the State of Tripura, therefore, the petitioner has invoked the jurisdiction of this court. The petitioner prays that a direction may be issued upon the respondent-IOCL and its authorities to make the payment of Cap Shortage bill and differential amount under the Bill of Service consequent upon Joint RTD Verification Certificate and the balance tax payable to the petitioner on the said differential amounts after adjusting the tax already deducted from each of the bills raised by the petitioner alongwith interest thereupon till its actual payment.

Learned senior counsel for the IOCL submits that instructions have not been received since the matter has been taken up for the first time before this court. It is submitted that as per averments of the writ petition, no dues are shown to be admitted. Hence, the writ petition should not be entertained. However, he submits that in case the representation or notice on behalf of the petitioner has not been attended to, the respondent-authorities may consider the same in accordance with law after consideration of the relevant records relating to the transaction.

We have considered the submissions of learned counsel for the parties.

At the outset, it needs to be observed that the prayer raised by the writ petitioner relates to claim of admissible dues arising out of an award of work for transportation of LPG cylinder by the IOCL. The claim of payment also

depends upon some Joint RTD Verification report. None of the documents enclosed to the writ petition establish that the claim of the petitioner has been admitted. However, it appears that the Joint Verification is conducted in presence of the officials of the IOCL. It also appears that the representation of notices served by the petitioner have not been disposed of.

In that view of the matter, in absence of any dues being admitted, no writ of mandamus or direction can be issued under writ jurisdiction of this court for payment of the amount claimed. However, if the representation/notices of the petitioner containing its grievance and claim for payment have not been considered, the competent authority under the respondent-IOCL would consider the same in accordance with law within a reasonable time. Let it be made clear that we have not gone into the merits of the contentions of the petitioner as to the admissibility of the claims.

It further appears from the averments of the writ petition and submissions of learned counsel for the parties that there is Arbitration Clause in the NIT under which the Letter of Acceptance has been issued in favour of the petitioner. As such, the petitioner, if so aggrieved by the decision of the competent authority may raise the dispute, if any, in an appropriate proceeding/arbitration proceeding in accordance with law.

Accordingly, the writ petition is disposed of.

**(ARINDAM LODH),J**

**(APARESH KUMAR SINGH), CJ**

**SAIKAT KAR** Digitally signed by SAIKAT KAR  
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