

**[C.R]**

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE MR. JUSTICE P.V.KUNHIKRISHNAN

FRIDAY, THE 8th DAY OF APRIL 2022 / 18TH CHAITHRA, 1944

WP(C) NO. 37673 OF 2018**PETITIONER:**

PAUL PANJIKKARAN  
AGED 54 YEARS  
MANAGER, M/S K C HORMIS, KEROSENE WHOLESALE DEALER,  
HINDUSTAN PETROLEUM CORPORATION LTD, H O KOTTAPPURAM,  
KODUNGALLUR(WITH EXTENSION COUNTER AT  
CHALAKKUDY) THRISSUR DISTRICT-680664

BY ADV S.SUJIN

**RESPONDENTS:**

- 1 TALUK SUPPLY OFFICER, CHALAKUDY  
THRISSUR
- 2 TALUK SUPPLY OFFICER  
KODUNGALLUR, THRISSUR DISTRICT -680 664
- 3 THE DISTRICT SUPPLY OFFICER  
THRISSUR
- 4 COMMISSIONER OF CIVIL SUPPLIES  
PUBLIC OFFICE BUILDING, MUSEUM, VIKAS BHAVAN P.O,  
THIRUVANANTHAPURAM-695 033
- 5 THE SECRETARY  
FOOD AND CIVIL SUPPLIES (D) DEPARTMENT,  
THIRUVANANTHAPURAM-695 003

**OTHER PRESENT:**

SR.ADV.SRI.N.N.SUGUNAPALAN FOR PETITIONER, SMT.DEEPA  
NARAYANAN, SR.GP



THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION ON  
01.04.2022 A/W WP(C)NO.3857 & CONNECTED CASES, THE COURT ON  
8.4.2022 DELIVERED THE FOLLOWING:



IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE MR. JUSTICE P.V.KUNHIKRISHNAN

FRIDAY, THE 8th DAY OF APRIL 2022 / 18TH CHAITHRA, 1944

WP(C) NO. 3857 OF 2019

**PETITIONER:**

KURIEN K.GEORGE,  
AGED 68 YEARS  
INDIAN OIL CORPORATION, KEROSENE WHOLESALE DEALER, KWD  
NO. 1, ADOOR TALUK, PATHANAMTHITTA DISTRICT.

BY ADV S.SUJIN

**RESPONDENTS:**

- 1 TALUK SUPPLY OFFICER,  
ADOOR, PATHANAMTHITTA DISTRICT-691 523.
- 2 TALUK SUPPLY OFFICER,  
KONNI, PATHANAMTHITTA 689 691.
- 3 THE DISTRICT SUPPLY OFFICER,  
PATHANAMTHITTA-689 645
- 4 COMMISSIONER OF CIVIL SUPPLIES,  
DEPARTMENT OF CIVIL SUPPLIERS, GOVERNMENT OF KERALA,  
THIRUVANANTHAPURAM-695 001.
- 5 STATE OF KERALA,  
REPRESENTED BY THE CHIEF SECRETARY, SECRETARIAT,  
THIRUVANANTHAPURAM - 695 001.
- 6 UNION OF INDIA,  
REPRESENTED BY SECRETARY TO GOVERNMENT, MINISTRY OF  
PETROLEUM AND NATURAL GAS, NEW DELHI 110 001.

BY ADVS.

SRI.ROJO JOSEPH THURUTHIPARA, CGC  
SR.ADV.SRI.N.N.SUGUNAPALAN FOR PETITIONER, SMT.DEEPA  
NARAYANAN, SR.GP



2022/KER/20231

W.P.(C).Nos. 37673 of 2018 & Conn.cases 4

THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION ON 01.04.2022 A/W WP(C)NO.37673 OF 2018 & CONNECTED CASES, THE COURT ON 8.4.2022 DELIVERED THE FOLLOWING:

**IN THE HIGH COURT OF KERALA AT ERNAKULAM****PRESENT****THE HONOURABLE MR. JUSTICE P.V.KUNHIKRISHNAN****FRIDAY, THE 8th DAY OF APRIL 2022 / 18TH CHAITHRA, 1944****WP(C) NO. 4794 OF 2019****PETITIONERS:**

- 1 K.P.RADHA  
AGED 56 YEARS  
PROPRIETOR, P.S.V.NATHAN, INDIAN OIL CORPORATION,  
KEROSENE WHOLESALE DEALER, NEMMARA, PALAKKAD DISTRICT.
- 2 K R DILEEP KUMAR,  
MANAGING PARTNER, ARUVANNUR OIL DEALER, INDIAN OIL  
CORPORATION KEROSENE WHOLESALE DEALER, KOLLENGODE,  
PALAKKAD DISTRICT.
- 3 A ABDUL REHIM  
KEROSENE WHOLESALE DEALER, HINDUSTAN PETROLEUM  
CORPORATION LIMITED, KOZHINJAMPARA, PALAKKAD DISTRICT.
- 4 K S KUMARARAJ  
AUTHORISED SIGNATORY, K K SUBBAIYYAN, KEROSENE  
WHOLESALE DEALER, HINDUSTAN PETROLEUM CORPORATION  
LIMITED, KOZHINJAMPARA, PALAKKAD DISTRICT.
- 5 K P KALADHARAN  
MANAGING PARTNER, K.C.P.K.C.V AND COMPANY, KEROSENE  
WHOLESALE DEALER, HINDUSTAN PETROLEUM CORPORATION  
LIMITED, ALATHUR, PALAKKAD DISTRICT-678543.  
  
BY ADV S.SUJIN

**RESPONDENTS:**

- 1 TALUK SUPPLY OFFICER,  
CHITTOOR TALUK, PALAKKAD DISTRICT-678101.
- 2 TALUK SUPPLY OFFICER,  
ALATHUR TALUK, PALAKKAD DISTRICT-678541.
- 3 THE DISTRICT SUPPLY OFFICER,



PALAKKAD-678101.

- 4 COMMISSIONER OF CIVIL SUPPLIES,  
DEPARTMENT OF CIVIL SUPPLIES, GOVERNMENT OF KERALA,  
THIRUVANANTHAPURAM-695001.
- 5 DIRECTOR OF CIVIL SUPPLIES,  
OFFICE OF THE COMMISSIONER OF CIVIL SUPPLIES,  
DEPARTMENT OF CIVIL SUPPLIES, GOVERNMENT OF KERALA,  
THIRUVANANTHAPURAM-695001.
- 6 STATE OF KERALA,  
REPRESENTED BY THE CHIEF SECRETARY, SECRETARIAT,  
THIRUVANANTHAPURAM-695001.
- 7 UNION OF INDIA,  
REPRESENTED BY SECRETARY TO GOVERNMENT, MINISTRY OF  
PETROLEUM AND NATURAL GAS, NEW DELHI-110001.

BY ADVS.

Mr.K.ARJUN VENUGOPAL, CGC

SR.ADV.SRI.N.N.SUGUNAPALAN FOR PETITIONER, SMT.DEEPA  
NARAYANAN, SR.GP

THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION ON  
01.04.2022 A/W WP(C)NO.37673 OF 2018 & CONNECTED CASES, THE COURT  
ON 8.4.2022 DELIVERED THE FOLLOWING:

**IN THE HIGH COURT OF KERALA AT ERNAKULAM****PRESENT****THE HONOURABLE MR. JUSTICE P.V.KUNHIKRISHNAN****FRIDAY, THE 8th DAY OF APRIL 2022 / 18TH CHAITHRA, 1944****WP(C) NO. 5773 OF 2019****PETITIONERS:**

- 1 T.A.RADHA  
AGED 52 YEARS  
MANAGING PARTNER, KRUPA TRADE LINKS, KEROSENE WHOLESALE DEALER, HINDUSTAN PETROLEUM CORPORATION LTD., ALATHUR, PALAKKAD DISTRICT-678682.
  - 2 PAUL PANJIKKARAN  
MANAGER, M/S.K.C.HORMIS, KEROSENE WHOLESALE DEALERS, HINDUSTAN PETROLEUM CORPORATION LTD., KOTTAPPURAM AND KUZHIKATTUSERRY, KODUNGALLUR, THRISSUR DISTRICT.
  - 3 A AHAMED IBRAHIM  
PROPRIETOR, M/S.M.A.AHAMED RAWTHUR AND COMPANY, KEROSENE WHOLESALE DEALERS, BHARATH PETROLEUM CORPORATION LTD., SHORNUR, PALAKKAD DISTRICT.
  - 4 K MOHANAN  
PROPRIETOR, M/S.UDAYA AGENCIES, KEROSENE WHOLESALE DEALERS, INDIAN OIL CORPORATION LTD., MELAMURI, PALAKKAD-678006.
  - 5 T K SHESHADRI  
NATIONAL OIL AGENCIES, MANNARKKAD, PALAKKAD DISTRICT-678101.
  - 6 K T KUNJALI KUTTY  
PROPRIETOR, PARAKOTTIL KEROSENE AGENCIES, KEROSENE WHOLESALE DEALERS, INDIAN OIL CORPORATION LTD., EDACKARA, VANDLOOR, NILAMBUR TALUK, MALAPPURAM DISTRICT.
- BY ADV S.SUJIN

**RESPONDENTS:**

- 1 TALUK SUPPLY OFFICER,



- ALATHUR, PALAKKAD DISTRICT-678545.
- 2 TALUK SUPPLY OFFICER,  
KODUNAGALLOR-680664.
- 3 TALUK SUPPLY OFFICER,  
PALAKKAD-678545.
- 4 TALUK SUPPLY OFFICER,  
NILAMBUR TALUK-679329.
- 5 THE DISTRICT SUPPLY OFFICER,  
PALAKKAD-678101.
- 6 THE DISTRICT SUPPLY OFFICER,  
THRISSUR-680003.
- 7 THE DISTRICT SUPPLY OFFICER,  
MALAPPURAM DISTRICT-676 001
- 8 COMMISSIONER OF CIVIL SUPPLIES,  
DEPARTMENT OF CIVIL SUPPLIES, GOVERNMENT OF KERALA,  
THIRUVANANTHAPURAM-695001.
- 9 DIRECTOR OF CIVIL SUPPLIES,  
OFFICE OF THE COMMISSIONER OF CIVIL SUPPLIES, DEPARTMENT  
OF CIVIL SUPPLIES, GOVERNMENT OF KERALA,  
THIRUVANANTHAPURAM-695001.
- 10 STATE OF KERALA,  
REPRESENTED BY THE CHIEF SECRETARY, SECRETARIAT,  
THIRUVANANTHAPURAM-695001.
- 11 UNION OF INDIA,  
REPRESENTED BY SECRETARY TO GOVERNMENT, MINISTRY OF  
PETROLEUM AND NATURAL GAS, NEW DELHI-110 001

BY ADVS.

Mr.K.K.SETHUKUMAR, CGC

SR.ADV.SRI.N.N.SUGUNAPALAN FOR PETITIONER, SMT.DEEPA  
NARAYANAN, SR.GP

THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION ON  
01.04.2022 A/W WP(C)NO.37673 OF 2018 & CONNECTED CASES, THE COURT  
ON 8.4.2022 DELIVERED THE FOLLOWING:



IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE MR. JUSTICE P.V.KUNHIKRISHNAN

FRIDAY, THE 8th DAY OF APRIL 2022 / 18TH CHAITHRA, 1944

WP(C) NO. 13633 OF 2019

**PETITIONER:**

K.V.POULO AND SONS  
KEROSENE WHOLESALE DEALER, INDIAN OIL CORPORATION,  
ANGAMALY, ERNAKULAM DISTRICT-683572, REPRESENTED BY ITS  
PARTNER PAUL VARGHESE.

BY ADV S.SUJIN

**RESPONDENTS:**

- 1 TALUK SUPPLY OFFICER  
ALUVA, ERNAKULAM DISTRICT-683101.
- 2 THE DISTRICT SUPPLY OFFICER  
ERNAKULAM DISTRICT-682030.
- 3 COMMISSIONER OF CIVIL SUPPLIES  
DEPARTMENT OF CIVIL SUPPLIES, GOVERNMENT OF KERALA,  
THIRUVANANTHAPURAM-695001.
- 4 DIRECTOR OF CIVIL SUPPLIES  
OFFICE OF THE COMMISSIONER OF CIVIL SUPPLIES, DEPARTMENT  
OF CIVIL SUPPLIES, GOVERNMENT OF KERALA,  
THIRUVANANTHAPURAM-695 001.
- 5 STATE OF KERALA  
REPRESENTED BY THE CHIEF SECRETARY, SECRETARIAT,  
THIRUVANANTHAPURAM-695001.
- 6 UNION OF INDIA  
REPRESENTED BY SECRETARY TO GOVERNMENT, MINISTRY OF  
PETROLEUM AND NATURAL GAS, NEW DELHI-110001.



2022/KER/20231

W.P.(C).Nos. 37673 of 2018 & Conn.cases 10

BY ADVS.

SHRI.P.VIJAYAKUMAR, ASG OF INDIA

MANU S., ASG OF INDIA

SR.ADV.SRI.N.N.SUGUNAPALAN FOR PETITIONER, SMT.DEEPA

NARAYANAN, SR.GP

THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION ON  
01.04.2022 A/W WP(C)NO.37673 OF 2018 & CONNECTED CASES, THE COURT  
ON 8.4.2022 DELIVERED THE FOLLOWING:

**IN THE HIGH COURT OF KERALA AT ERNAKULAM****PRESENT****THE HONOURABLE MR. JUSTICE P.V.KUNHIKRISHNAN****FRIDAY, THE 8th DAY OF APRIL 2022 / 18TH CHAITHRA, 1944****WP(C) NO. 21105 OF 2019****PETITIONERS:**

- 1 ARUN D.MOOKKEN  
AGED 59 YEARS  
PARTNER, M.D. OUSEPH AND COMPANY, BPCL KEROSENE  
WHOLESALE DEALERS, KWD 1/96, ERNAKULAM.
- 2 K.P. VARGHESE  
PARTNER, K.P. VARGHESE AND SONS, KEROSENE WHOLESALE  
DEALERS, KWD 5/69, BHARAT PETROLEUM CORPORATION LTD,  
SHANMUGAM ROAD, ERNAKULAM.
- 3 PETER  
MANAGER, WEST COAST AGENCIES, HPCL KEROSENE WHOLESALE  
DEALER, MALA, THRISSUR DISTRICT-680732.
- 4 KOCHURANI JOSE  
MANAGING PARTNER, UDAYA FUELS, BPCL KEROSENE WHOLESALE  
DEALER, KANJIRAMATTOM ROAD, THODPUZHA, IDUKKI DISTRICT-  
685584.
- 5 ABDUL RAHIM  
PARTNER, HAJEE P. PAREED BAVA AND COMPANY, IOC KEROSENE  
WHOLESALE DEALER, THODUPUZHA TALUK, IDUKKI DISTRICT-  
685608.  
  
BY ADV S.SUJIN

**RESPONDENTS:**

- 1 KANAYANNUR TALUK SUPPLY OFFICER,  
KANAYANNUR TALUK SUPPLY OFFICE, MAIN ROAD, SH15,  
THRIPPUNITHURA, ERNAKULAM.
- 2 KOCHI TALUK SUPPLY OFFICER,  
KOCHI TALUK SUPPLY OFFICE, KOCHANGADI RD, PANAYAPPILLY,  
CHULLICKAL, KOCHI-682005.



- 3 TALUK SUPPLY OFFICER,  
TALUK SUPPLY OFFICE, KODATHIKAVALA, CHERTHALA-688524.
- 4 NORTH PARAVOOR TALUK SUPPLY OFFICER,  
NORTH PARUR TALUK SUPPLY OFFICE, NORTH PARAVOOR,  
CHENDAMANGALAM, ERNAKULAM DISTRICT-683513.
- 5 TALUK SUPPLY OFFICER,  
VAIKKOM TALUK SUPPLY OFFICE, MINI CIVIL STATION, VAIKKOM  
MUNICIPALITY, VAIKKOM BLOCK PANCHAYATH, VAIKKOM,  
KOTTAYAM DISTRICT-686141.
- 6 TALUK SUPPLY OFFICER,  
CHALAKUDY TALUK SUPPLY OFFICE, 1ST FLOOR, MUNICIPAL  
JUBILEE BUILDING, CHALAKUDY, THRISSUR DISTRICT-680307.
- 7 TALUK SUPPLY OFFICER,  
THODUPUZHA TALUK SUPPLY OFFICE, MINI CIVIL STATION,  
THODUPUZHA HEAD POST OFFICE, THODUPUZHA MUNICIPALITY,  
IDUKKI DISTRICT-685584.
- 8 TALUK SUPPLY OFFICER,  
DISTRICT SUPPLY OFFICE, IDUKKI, CIVIL STATION,  
KUYILIMALA, PAINAV.P.O., IDUKKI TALUK-685602.
- 9 CITY RATIONING OFFICER,  
CITY RATIONING OFFICE, METRO PALACE, 41/2553C(C),  
XAVIER ARAKKAL ROAD, OPPOSITE TOWN RAILWAY STATION,  
ERNAKULAM NORTH, KACHERIPADY, KOCHI-682018.
- 10 THE DISTRICT SUPPLY OFFICER,  
KUNNUMPURAM - CIVIL STATION RD., ECHAMUKU, KUNNUMPURAM,  
THRIKKAKARA, KAKKANAD, ERNAKULAM-682030.
- 11 THE DISTRICT SUPPLY OFFICER,  
CIVIL LINE ROAD, KALYAN NAGAR, AYYANTHOLE, THRISSUR -  
680003.
- 12 DISTRICT SUPPLY OFFICER,  
IDUKKI DISTRICT SUPPLY OFFICE, CHERUTHONI, IDUKKI-  
685602.
- 13 THE COMMISSIONER OF CIVIL SUPPLIES,  
FOOD AND CIVIL SUPPLIES (D) DEPARTMENT, PUBLIC OFFICE  
BUILDING, OPP.MUSEUM, VIKAS BHAVAN, THIRUVANANTHAPURAM-  
695033.
- 14 THE SECRETARY,



FOOD AND CIVIL SUPPLIES (D) DEPARTMENT, OPP.MUSEUM VIKAS  
BHAVAN, THIRUVANANTHAPURAM-695033.

15 THE COMMISSIONER OF CIVIL SUPPLIES,  
DEPARTMENT OF CIVIL SUPPLIES, GOVERNMENT OF KERALA,  
THIRUVANANTHAPURAM-695001.

16 DIRECTOR OF CIVIL SUPPLIES,  
OFFICE OF THE COMMISSIONER OF CIVIL SUPPLIES, DEPARTMENT  
OF CIVIL SUPPLIES, GOVERNMENT OF KERALA,  
THIRUVANANTHAPURAM-695001.

17 STATE OF KERALA,  
REPRESENTED BY THE CHIEF SECRETARY, SECRETARIAT,  
THIRUVANANTHAPURAM-695001.

18 UNION OF INDIA,  
REPRESENTED BY SECRETARY TO GOVERNMENT, MINISTRY OF  
PETROLEUM AND NATURAL GAS, A-WING, SHASTRI RAJENDRA  
PRASAD ROAD, NEW DELHI-110001.

SR.ADV.SRI.N.N.SUGUNAPALAN FOR PETITIONER, SMT.DEEPA  
NARAYANAN, SR.GP

THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION ON  
01.04.2022 A/W WP(C)NO.37673 OF 2018 & CONNECTED CASES, THE COURT  
ON 8.4.2022 DELIVERED THE FOLLOWING:

**IN THE HIGH COURT OF KERALA AT ERNAKULAM****PRESENT****THE HONOURABLE MR. JUSTICE P.V.KUNHIKRISHNAN****FRIDAY, THE 8th DAY OF APRIL 2022 / 18TH CHAITHRA, 1944****WP(C) NO. 24373 OF 2019****PETITIONER:**

- 1 ALIYAR KUNJU,  
AGED 65 YEARS  
MANAGER, M/S.HAJEE P.H.MUHAMMED KUNHI AND SONS, IOC  
KEROSENE WHOLE SALE DEALER, DEPOT NOS. V, V/II,  
THEVALAKKARA, KARUNAGAPPILLY, KOLLAM- 690524.
- 2 LESLIE THOMAS THARAKAN,  
PARTNER, THOMAS MATHEW AND COMPANY, IOC KEROSENE WHOLE  
SALE DEALER, DEPOT NOS.III, III/I AND IV,  
KARUNAGAPPILLY AND OCHIRA, KARUNAGAPPILLY, KOLLAM-  
690518.  
  
BY ADV S.SUJIN

**RESPONDENTS:**

- 1 THE TALUK SUPPLY OFFICER,  
KARUNAGAPPILLY, MINI CIVIL STATION, KARUNAGAPPILLY,  
KOLLAM- 690518.
- 2 THE DISTRICT SUPPLY OFFICER,  
COLLECTORATE, KOLLAM- 691001.
- 3 STATE OF KERALA,  
REPRESENTED BY THE SECRETARY, DEPARTMENT OF FOOD AND  
CIVIL SUPPLIES, SECRETARIAT, THIRUVANANTHAPURAM- 695001.
- 4 THE COMMISSIONER OF CIVIL SUPPLIES,  
FOOD AND CIVIL SUPPLIES (D) DEPARTMENT, PUBLIC OFFICE  
BUILDING, OPP.MUSEUM VIKAS BHAVAN, THIRUVANANTHAPURAM-  
695033.
- 5 THE SECRETARY,  
FOOD AND CIVIL SUPPLIES (D) DEPARTMENT, OPP.MUSEUM,  
VIKAS BHAVAN, THIRUVANANTHAPURAM- 695033.



- 6 THE COMMISSIONER OF CIVIL SUPPLIES,  
DEPARTMENT OF CIVIL SUPPLIES, GOVERNMENT OF KERALA,  
THIRUVANANTHAPURAM- 695001.
- 7 DIRECTOR OF CIVIL SUPPLIES,  
OFFICE OF THE COMMISSIONER OF CIVIL SUPPLIES, DEPARTMENT  
OF CIVIL SUPPLIES, GOVERNMENT OF KERALA,  
THIRUVANANTHAPURAM- 695001.
- 8 STATE OF KERALA,  
REPRESENTED BY THE CHIEF SECRETARY, SECRETARIAT,  
THIRUVANANTHAPURAM- 695001.
- 9 UNION OF INDIA,  
REPRESENTED BY SECRETARY TO GOVERNMENT, MINISTRY OF  
PETROLEUM AND NATURAL GAS, A-WING, SHASTRI RAJENDRA  
PRASAD ROAD, NEW DELHI- 110001.

BY ADVS.

Mr.A.G.ADITYA SHENOY, CGC

SR.ADV.SRI.N.N.SUGUNAPALAN FOR PETITIONER, SMT.DEEPA  
NARAYANAN, SR.GP

THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION ON  
01.04.2022 A/W WP(C)NO.37673 OF 2018 & CONNECTED CASES, THE COURT  
ON 8.4.2022 DELIVERED THE FOLLOWING:

**IN THE HIGH COURT OF KERALA AT ERNAKULAM****PRESENT****THE HONOURABLE MR. JUSTICE P.V.KUNHIKRISHNAN****FRIDAY, THE 8th DAY OF APRIL 2022 / 18TH CHAITHRA, 1944****WP(C) NO. 29371 OF 2019****PETITIONERS:**

- 1 MANOJ KUMAR M.,  
AGED 50 YEARS  
MANAGING PARTNER, M.R.V.PRABHU AND SONS, IOC KEROSENE  
WHOLE SALE DEALER, CHERTHALA TALUK, ALAPPUZHA DISTRICT -  
688 524.
- 2 SANJEEV KUMAR N.,  
PARTNER, NATIONAL OIL AGENCIES, IOC KEROSENE WHOLE SALE  
DEALER, AMBALAPPUZHA TALUK, ALAPPUZHA DISTRICT - 688  
007.
- 3 V.P.LEGI,  
PARTNER, SAINIK OIL AGENCIES, IOC KEROSENE WHOLE SALE  
DEALER, AMBALAPPUZHA TALUK, ALAPPUZHA DISTRICT - 688  
007.
- 4 K.M.MURALEEDHARAN,  
PARTNER, ALLEPPEY PETROLEUM AGENCY, BPC KEROSENE WHOLE  
SALE DEALER, AMBALAPPUZHA TALUK, ALAPPUZHA DISTRICT -  
688 007.
- 5 K.J.ALEXANDER,  
MANAGING PARTNER, KODUMULAYIL AGENCIES, IOC KEROSENE  
WHOLE SALE DEALER, ALAPPUZHA DISTRICT AND PATHANAMTHITTA  
DISTRICTS - 688 007.
- 6 DR.M.S.ABRAHAM,  
IOC KEROSENE WHOLE SALE DEALER, ALAPPUZHA DISTRICT - 688  
007.
- 7 THOMAS ZACHARIYA,  
MANAGING PARTNER, M/S.THOMAS ZACHARIYA, IOC KEROSENE  
WHOLE SALE DEALER, KARTHIKAPPALLY AND MAVELIKKARA TALUK,  
ALAPPUZHA DISTRICT, KUNNATHUR TALUK IN KOLLAM DISTRICT  
AND ADOOR TALUK IN PATHANAMTHITTA DISTRICT -689 645.
- 8 K.K.NOUSHAD,



MANAGING PARTNER, K.K.MOHAMMED AND COMPANY, IOC KERSENE  
WHOLE SALE DEALER, KAYAMKULAM, KARTHIKAPPALLY TALUK,  
ALAPPUZHA DISTRICT - 690 518.

9 SUMAYYA RAFEEK,  
MANAGING PARTNER, MEERAVU HAJI SONS, HPCL KEROSENE WHOLE  
SALE DEALER, AMBALAPPUZHA TALUK, ALAPPUZHA DISTRICT -  
688 007.

10 NOORJI,  
PROPRIETOR, M/S.SAYED MOHAMMED HAMEED SONS, KEROSENE  
WHOLE SALE DEALER, AMBALAPPUZHA TALUK, ALAPPUZHA  
DISTRICT - 688 007.

BY ADV S.SUJIN

**RESPONDENTS :**

- 1 THE TALUK SUPPLY OFFICER,  
CHERTHALA TALUK, ALAPPUZHA DISTRICT - 688 007.
- 2 THE TALUK SUPPLY OFFICER,  
AMBALAPPUZHA TALUK, ALAPPUZHA DISTRICT - 688 007.
- 3 THE TALUK SUPPLY OFFICER,  
KARTHIKAPPALLY TALUK HARIPPAD, ALAPPUZHA DISTRICT - 690  
518.
- 4 THE TALUK SUPPLY OFFICER,  
MANAR, CHENGANNUR TALUK, ALAPPUZHA DISTRICT -688 007.
- 5 THE TALUK SUPPLY OFFICER,  
ARANMULA, KOZHENCHERRY TALUK, PATHANAMTHITTA DISTRICT -  
689 645.
- 6 THE TALUK SUPPLY OFFICER,  
MAVELIKKARA TALUK, ALAPPUZHA DISTRICT - 688 007.
- 7 THE TALUK SUPPLY OFFICER,  
KAYAMKULAM, KARTHIKAPPALLY TALUK, ALAPPUZHA DISTRICT -  
688 007.
- 8 THE TALUK SUPPLY OFFICER,  
CHERIYANAD, CHENGANNUR TALUK, ALAPPUZHA DISTRICT - 688  
007.
- 9 THE TALUK SUPPLY OFFICER,



- SASTHAMKOTTA, KUNNATHUR TALUK, KOLLAM DISTRICT - 691 001.
- 10 THE TALUK SUPPLY OFFICER,  
ADOOR TALUK, PATHANAMTHITTA DISTRICT - 689 645.
- 11 THE DISTRICT SUPPLY OFFICER,  
COLLECTORATE, ALAPPUZHA DISTRICT - 688 007.
- 12 THE DISTRICT SUPPLY OFFICER,  
COLLECTORATE, PATHANAMTHITTA DISTRICT - 689 645.
- 13 THE DISTRICT SUPPLY OFFICER,  
COLLECTORATE, KOLLAM - 691 001.
- 14 THE COMMISSIONER OF CIVIL SUPPLIES,  
FOOD AND CIVIL SUPPLIES (D) DEPARTMENT, PUBLIC OFFICE  
BUILDING, OPP. MUSEUM, VIKAS BHAVAN, THIRUVANANTHAPURAM -  
695 033.
- 15 THE SECRETARY, FOOD AND CIVIL SUPPLIES (D) DEPARTMENT,  
OPP. MUSEUM, VIKAS BHAVAN, THIRUVANANTHAPURAM - 695 033.
- 16 THE COMMISSIONER OF CIVIL SUPPLIES,  
DEPARTMENT OF CIVIL SUPPLIES, GOVERNMENT OF KERALA,  
THIRUVANANTHAPURAM - 695 001.
- 17 DIRECTOR OF CIVIL SUPPLIES,  
OFFICE OF THE COMMISSIONER OF CIVIL SUPPLIES, DEPARTMENT  
OF CIVIL SUPPLIES, GOVERNMENT OF KERALA.
- 18 THE COMMISSIONER OF CIVIL SUPPLIES,  
FOOD AND CIVIL SUPPLIES (D) DEPARTMENT, PUBLIC OFFICE  
BUILDING, OPP. MUSEUM, VIKAS BHAVAN, THIRUVANANTHAPURAM -  
695001.
- 19 THE SECRETARY, FOOD AND CIVIL SUPPLIES (D) DEPARTMENT,  
OPP. MUSEUM, VIKAS BHAVAN, THIRUVANANTHAPURAM - 695 033.
- 20 THE COMMISSIONER OF CIVIL SUPPLIES,  
DEPARTMENT OF CIVIL SUPPLIES, GOVERNMENT OF KERALA,  
THIRUVANANTHAPURAM - 695 001.
- 21 DIRECTOR OF CIVIL SUPPLIES,  
OFFICE OF THE COMMISSIONER OF CIVIL SUPPLIES, DEPARTMENT  
OF CIVIL SUPPLIES, GOVERNMENT OF KERALA,  
THIRUVANANTHAPURAM - 695 001.
- 22 STATE OF KERALA,



REPRESENTED BY THE CHIEF SECRETARY, SECRETARIAT,  
THIRUVANANTHAPURAM - 695 001.

23 UNION OF INDIA REPRESENTED BY SECRETARY TO GOVERNMENT  
MINISTRY OF PETROLEUM AND NATURAL GAS, A-WING, SHASTRI  
RAJENDRA PRASAD ROAD, NEW DELHI-110001.

BY ADVS.

SRI.RAMANARAYANA PRABHU

SHRI.K.P.JAYACHANDRAN, ADDL. ADVOCATE GENERAL

K.S.PRENJITH KUMAR

SR.ADV.SRI.N.N.SUGUNAPALAN FOR PETITIONER, SMT.DEEPA  
NARAYANAN, SR.GP

THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION ON  
01.04.2022 A/W WP(C)NO.37673 OF 2018 & CONNECTED CASES, THE COURT  
ON 8.4.2022 DELIVERED THE FOLLOWING:

**IN THE HIGH COURT OF KERALA AT ERNAKULAM****PRESENT****THE HONOURABLE MR. JUSTICE P.V.KUNHIKRISHNAN****FRIDAY, THE 8th DAY OF APRIL 2022 / 18TH CHAITHRA, 1944****WP(C) NO. 34839 OF 2019****PETITIONERS:**

- 1 M.K.VANAJAKSHI,  
AGED 74 YEARS  
KEROSENE WHOLE SALE DEALER, INDIAN OIL CORPORATION,  
PROPRIETRIX, JAI JAWAN AGENCIES AT KONDOTTY AND  
TIRURANGADI, MALAPPURAM DISTRICT-676 306.
- 2 M.K.ALAVI  
KEROSENE WHOLE SALE DEALER, HINDUSTAN PETROLEUM  
CORPORATION, MANAGING PARTNER, PRABHA SALES  
CORPORATION, TIRUR AND PARAPPANANGADI, MALAPPURAM  
DISTRICT-676 306.
- 3 REMESHAN T.  
KEROSENE WHOLE SALE DEALER, INDIAN OIL CORPORATION,  
MANAGING PARTNER, SRIHARI OIL AGENCIES, THALIPARAMBU  
AND PAYYANNUR, KANNUR DISTRICT-670 141.
- 4 MEENAKSHI KAMMATH  
KEROSENE WHOLE SALE DEALER, INDIAN OIL CORPORATION,  
LICENSEE, L.RAJAGOPALA KAMMATH, IRITTY, MATTANNUR,  
KANNUR DISTRICT-670 141.
- 5 HARIDASAN V.  
KERAOSENE WHOLE SALE DEALER, INDIAN OIL CORPORATION,  
PROPRIETOR, SREEDEVI ENTERPRISES, MANJERI, MALAPPURAM  
DISTRICT-676 121.
- 6 KOOLATH MOHAMMED  
KEROSENE WHOLE SALE DEALER, INDIAN OIL CORPORATION,  
CHETTIPPADY, PARAPPANANGADI, MALAPPURAM DISTRICT-676  
319.

BY ADV S.SUJIN

**RESPONDENTS:**



- 1 THE TALUK SUPPLY OFFICER,  
KONDOTTY TALUK, MALAPPURAM DISTRICT-676 306.
- 2 THE TALUK SUPPLY OFFICER  
TIRURANGADI, MALAPPURAM DISTRICT-676 306.
- 3 THE TALUK SUPPLY OFFICER  
PARAPPANANGADI, MALAPPURAM DISTRICT-676 319.
- 4 THE TALUK SUPPLY OFFICER  
THALIPPARAMBU, KANNUR DISTRICT-670 141.
- 5 THE TALUK SUPPLY OFFICER  
PAYYANNUR, KANNUR DISTRICT-670 141.
- 6 THE TALUK SUPPLY OFFICER  
IRITTY, KANNUR DISTRICT.
- 7 THE TALUK SUPPLY OFFICER  
MANJERI, MALAPPURAM DISTRICT-676 306.
- 8 THE DISTRICT SUPPLY OFFICER  
COLLECTORATE, MALAPPURAM DISTRICT-676 306.
- 9 THE DISTRICT SUPPLY OFFICER  
COLLECTORATE, KANNUR DISTRICT-670 141.
- 10 THE COMMISSIONER OF CIVIL SUPPLIES  
FOOD AND CIVIL SUPPLIES (D) DEPARTMENT, PUBLIC OFFICE  
BUILDING, OPP. MUSEUM VIKAS BHAVAN, THIRUVANANTHAPURAM-  
695 033.
- 11 THE SECRETARY  
FOOD AND CIVIL SUPPLIES (D) DEPARTMENT, OPP. MUSEUM  
VIKAS BHAVAN, THIRUVANANTHAPURAM-695 033.
- 12 DIRECTOR OF CIVIL SUPPLIES  
OFFICE OF THE COMMISSIONER OF CIVIL SUPPLIES,  
DEPARTMENT OF CIVIL SUPPLIES, GOVERNMENT OF KERALA,  
THIRUVANANTHAPURAM-695 001.
- 13 STATE OF KERALA  
REPRESENTED BY THE CHIEF SECRETARY, SECRETARIAT,  
THIRUVANANTHAPURAM-695 001.
- 14 UNION OF INDIA  
REPRESENTED BY SECRETARY TO GOVERNMENT, MINISTRY OF  
PETROLEUM AND NATURAL GAS, A-WING, SHASTRI RAJENDRA



2022/KER/20231

W.P.(C).Nos. 37673 of 2018 & Conn.cases 22

PRASAD ROAD, NEW DELHI-110 001.

SR.ADV.SRI.N.N.SUGUNAPALAN FOR PETITIONER, SMT.DEEPA  
NARAYANAN, SR.GP

THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION ON  
01.04.2022 A/W WP(C)NO.37673 OF 2018 & CONNECTED CASES, THE COURT  
ON 8.4.2022 DELIVERED THE FOLLOWING:

**C.R****P.V.KUNHIKRISHNAN, J.**

-----  
**W.P.(C).Nos. 37673 of 2018 & 3857, 4794,  
5773, 13633, 21105, 24373, 29371, 34839 of 2019**  
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**Dated this the 8<sup>th</sup> day of April, 2022****JUDGMENT**

These writ petitions are connected, and therefore, I am disposing of these writ petitions by a common judgment. In these writ petitions, petitioners challenge the constitutional validity of the first proviso to Clause 8A of the Kerosene Control Order, 1968 (for short, the Order 1968).

2. The learned counsel for the petitioners submitted that W.P.(C). No.5773 of 2019 can be taken as the main case because common grounds are raised in all the writ petitions. Therefore, I will consider the facts and exhibits in W.P.(C). No.5773 of 2019.

3. The petitioners are Kerosene wholesale dealers. The distribution and sale of Kerosene are regulated by various provisions under the Kerosene Control Order, which was framed by



invoking the powers under the Essential Commodities Act. There was a series of litigations between the dealers like the petitioners and the Government about the payment differential cost between the revised wholesale selling price and the pre-revision selling price of Kerosene. Ultimately Clause 8A and its proviso were inserted by SRO No.1083/88 dated 12.09.1988. As per Clause 8A, a wholesale dealer shall sell Kerosene at the wholesale selling price fixed by the District Collector from time to time under orders issued by the State Government having regard to the provisions of Kerosene (Fixation of Ceiling Prices) Order, 1970. The first proviso to Clause 8A says that whenever the issue price of Kerosene is revised upward, the differential cost worked out at the difference between the revised wholesale selling price and pre-revision selling price on the closing stock available with the dealer on the close of business on the day previous to the day on which the revised rate comes into force shall be payable to the Government by the wholesale dealer. The constitutional validity of this proviso to Clause 8A is challenged in this writ petition. It is also contended that without furnishing the relevant details, huge amount is demanded from the petitioners



under different heads. Those notices were also challenged in this writ petition.

4. Heard the learned Senior Counsel Sri.N.N.Sugunapalan, as instructed by his retaining counsel Advocate Keerthi M. I also heard the learned Senior Government Pleader Smt.Deepa Narayanan for the official respondents.

5. The learned Senior Counsel submitted that the first proviso to Clause 8A of the Order 1968 is unconstitutional. According to the learned Senior Counsel, the dealers are purchasing Kerosene from the companies, and therefore it is their property. If there is an upward change of the price rate for Kerosine, the profit is always entitled to the petitioners is the submission. The learned Senior Counsel also submitted that if the 1<sup>st</sup> proviso to Clause 8A is continued, it amounts to a situation where the property of the petitioners is taken over by the Government arbitrarily without giving compensation. The short point raised by the petitioners, in this case, is that it violates Article 300A of the Constitution of India. According to the learned Senior Counsel, there is no principal-agent relationship between the Government and the dealer. The senior counsel submitted that the Government cannot deprive the



property of an individual without paying compensation. A compilation of decisions of this court and apex courts is produced to support his arguments. The learned Senior Counsel relied on the judgments in **Chandrasekhara Prabhu v. State of Kerala [AIR 1976 Ker 99]**, **Velayudhan Nair v. State of Kerala [AIR 1977 Ker 181 (FB)]**, **Taluk Supply Officer v. Parakkottil Brothers [AIR 1992 Ker 213]**, **A Venkata Subbarao and Others v. State of AP and Others [1965 KHC 735]**, **State of West Bengal v. Subodh Gopal Bose and Others [AIR 1954 SC 92]**, **Hindustan Petroleum Corpn Ltd. v. Darius Shapur Chenai and Others [2005 (7) SCC 627]**, **Tukaram Kana Joshi & Others The Power of Attorney Holder v. MIDC & Others [2013 (1) SCC 353]**, **The State of Maharashtra v. Himmatbhai Narbheram Rao and Others [AIR 1970 SC 1157]**, **KT Plantation Pvt. Ltd. and Another v. State of Karnataka [2011 KHC 4669]** and **Vidya Devi v. The State of Himachal Pradesh and Others [AIR 2020 SC 4709]**.

6. The learned Senior Government Pleader, on the other hand, submitted that there is no proper averments in the writ petitions to challenge the constitutional validity of the first proviso



to Clause 8A of the Order 1968. The learned Senior Government Pleader relied on the judgment in **R.Senthil Babu V. State of Tamil Nadu and Another [2009 KHC 4118]**. The Government Pleader submitted that the constitutional validity of a provision could be challenged only if there is a violation of fundamental rights, the wrong exercise of jurisdiction etc. The learned Senior Government Pleader submitted that there is no such averment in these writ petitions. The learned Government Pleader also took me through the Kerosene (Restriction on Use and Fixation of Ceiling Price) Order, 1993 and submitted that a dealer has no right over the Kerosene. He can use Kerosene only for public distribution. In such circumstances, Kerosene will not come within the purview of the property mentioned in Article 300A of the Constitution of India is the submission.

7. The short point to be decided in this case is whether the first proviso to Clause 8A of the Order 1968 is unconstitutional or not. It will be better to extract Clause 8A of the Order 1968:

“8A. Wholesale selling price.-- A wholesale dealer sell Kerosene at the wholesale selling price fixed by the District Collector from time to time under the orders issued by the State Government having regard to the provisions of the Kerosene (Fixation of Ceiling Prices) Order, 1970:



Provided that whenever the issue price of Kerosene is revised upward, differential cost worked out at the difference between the revised wholesale selling price and the pre-revision selling price on the closing stock available with the dealer on the close of business on the day previous to the day on which the revised rate comes into force shall be payable to the Government by the wholesale dealer:

Provided further that in the case of downward revision of issue price, the dealer shall be free to sell the stock procured at the pre-revision rate, at the rate as in force on the day previous to the day on which the revised rate comes into force."

8. A wholesale dealer sells Kerosene at the wholesale selling price fixed by the District Collector from time to time under the orders issued by the State Government having regard to the provisions of the Kerosene (Fixation of Ceiling Prices) Order, 1970. The first proviso to Clause 8A says that whenever the issue price of Kerosene is revised upward, differential cost worked out at the difference between the revised wholesale selling price and the pre-revision selling price on the closing stock available with the dealer on the close of business on the day previous to the day on which the revised rate comes into force shall be payable to the Government by the wholesale dealer. The proviso to Clause 8A was considered by this Court in **State of Kerala and Others v.**



**Mathunni Mathew and Sons [2007 (1) KHC 678]**. It will be better to extract the relevant portion of the above judgment:

“3. The short question therefore to be considered is whether the Government is entitled to collect excess amount recovered by the respondent. The relevant provision of the Kerosene Control Order, 1968 is as follows:

8A. Wholesale selling price.-- A wholesale dealer shall sell Kerosene at the wholesale selling price fixed by the District Collector from time to time under the orders issued by the State Government having regard to the provisions of the Kerosene (Fixation of ceiling prices) Order, 1970:

Provided that whenever the issue price of Kerosene is revised upward, differential cost worked out at the difference between the revised wholesale selling price and the pre-revision selling price on the closing stock available with the dealer on the close of business on the day previous to the day on which the revised rate comes into force shall be payable to the Government by the wholesale dealer:

Provided further that in the case of downward revision of issue price, the dealer shall be free to sell the stock procured at the pre-revision rate, at the rate as in force on the day previous to the day on which the revised rate comes into force.

It is clear from the first proviso above that where wholesale price is revised upwards Government is entitled to recover the excess price received by the respondent on the closing stock. Corresponding provision is made in the second proviso to the above rule which entitles the respondent to receive differential price from the Government if there is downward revision of issue price.



4. In the circumstances, we are unable to uphold the respondent's claim because the State Government is entitled to recover the differential price under the first proviso to R.8A of the Kerosene Control Order. The scheme of arrangement between the Government and the respondent is that respondent is assured of cost-plus allowances and margin. In other words, the issue price is fixed after providing cost, and margin to the respondent. Whenever there is a price variation, gain or loss should go to the Government, is the Rule. We find no justification for the respondent to claim differential price because if it is accepted in principle, the respondent should suffer loss on account of downward price revision against which respondent enjoys protection under the second proviso to R.8A. Even though counsel for the respondent relied on the decision of this Court in Taluk Supply Officer v. Parakkottil Brothers, 1991(2) KLT 901 : 1991 KHC 531 : 1992 (1) KLJ 311 : ILR 1992 (1) Ker. 804 : AIR 1992 Ker. 213, based on which learned Single Judge allowed the claim and contended that the respondent is not an agent of the Government, we do not think the decision has any application because the relationship between the respondent and Government is covered by Kerosene Control Order which the petitioner has not disputed. In the said decision the Court was dealing with a situation where there was no provision to recover differential cost in the Kerosene Control Order. In fact R.8A was introduced by SRO No.1083/88 dated 12.09.1988 probably to get over the decision of Division Bench of this Court. Therefore after the amendment to the Rule by introduction of R.8A, respondent is not entitled to differential price recovered."



9. The above decision (**Mathunni Mathew's case** ) was relied on by another Division Bench in Writ Appeal No.347 of 2009 and that judgment was challenged before the Apex Court. The Apex Court also dismissed Civil Appeal No.2432 of 2010 as per order dated 21.05.2019.

10. The contention of the petitioners is that the constitutional validity of Clause 8A of the Order 1968 is not considered in **Mathunni Mathew's case** (supra). Hence there is nothing wrong in challenging the constitutional validity of the first proviso to Clause 8A of the Order 1968 in these cases. There is no serious dispute about this contention. Hence this court is deciding the issue on merit.

11. The first contention raised by the petitioners in these writ petitions is that there is no principal – agent relationship between the Government and the Kerosene dealers. According to the petitioners, the restriction in the matter of conducting wholesale trade in Kerosene will not in any way make the wholesale dealers as the agents of Government , nor could the stock of Kerosene with them for which they have paid the price be considered as property of the Government. The petitioners are relying on the basic



judgment of this Court in **Chandrasekhara Prabhu's case** (*supra*). Admittedly the **Chandrasekhara Prabhu's case** was delivered when there was no proviso to Clause 8A in the Kerosene Control Order. Therefore the principle in that judgment is not applicable to the facts of this case. Similarly, the Full Bench decision of this Court in **Velayudhan Nair's case** (*supra*) is also not applicable in this case because the Full Bench also considered the matter when the first proviso to Clause 8A in the Kerosene Control Order was not in existence.

12. Similarly, in **Parakkottil Brothers'** case (*supra*) also, this Court only relied on the judgment in **Chandrasekhara Prabhu's** case (*supra*) and **Velayudhan Nair's** case (*supra*). The proviso to Clause 8A was not considered at all in those decisions also. The other decision relied by the petitioners is **Venkata Subbarao's** case (*supra*) delivered by the Apex Court. That was a case relied in **Chandrasekhara Prabhu's** case (*supra*) and the issue decided in that case is not applicable to the present case. The other decisions relied on by the petitioners is based on Article 300 A of the Constitution of India. Article 300 A of the Constitution of India says that no person shall be deprived of his property save by



authority of law. According to the petitioners, the property of the petitioners is deprived without giving compensation by inserting 1<sup>st</sup> proviso to clause 8A in the Kerala Kerosene Control Order, 1968. Therefore, the 1<sup>st</sup> point to be decided is whether the Kerosene given to the petitioner can be treated as the property of the petitioner.

13. The Kerala Kerosene Control Order, 1968 was framed by the State Government by invoking the powers of the Essential Commodities Act, 1955. The terms dealer, primary wholesale dealer, and secondary wholesale dealer are defined in clause 2 of the Kerala Kerosene Control Order, 1968. As per Clause 4, a person who desires to carry on business in Kerosene as a wholesale dealer have to apply to the District Collector for a license in that behalf. The District Collector has to pass orders in it as per Clause 4(2) and if any person aggrieved by the order of the District Collector refusing to grant license may appeal to the Commissioner. As per Clause 3 of the Kerala Kerosene Control Order, 1968, on and after the date on which the order comes into force in any area, no person shall carry on business in Kerosene as a wholesale dealer in such area except under and in accordance with the terms and conditions of a license granted in that behalf by the District



Collector. The Kerosene (Restriction on Use and Fixation of Ceiling Price) Order, 1993 (for short 'the Order, 1993) was also framed by the Central Government invoking the powers under Sec.3 of the Essential Commodities Act. The dealer is defined in Clause 2(c) of the above Order, 1993. Clause 3 says that no person shall use Kerosene supplied under the Public Distribution System for any purpose other than cooking and illumination. Clause 3(2) says that no dealer appointed under the Public Distribution System or transporter shall sell, distribute or supply Kerosene under the Public Distribution System to any person other than the person to whom the supplies are meant for. Clause 4 of the Order 1993 says that no dealer having stocks of Kerosene supplied under the Public Distribution System at the business premises, including the place of storage, shall unless otherwise directed by the Government or Government Oil Company refuse to sell, distribute or supply the Kerosene to any consumer on any working day during the working hours. It is also stated that no dealer having stocks of Kerosene shall keep his business premises, including the place of storage, closed during the working hours on any working day without the prior written permission from the Government or the Government



Oil Company. It is also stated in Clause 4(c) that no dealer shall sell, distribute or supply Kerosene at a price higher than that fixed by the Government or the Government Oil Company.

14. From the above clauses in the Kerala Kerosene Control Order, 1968 and the Order 1993, it is clear that the Kerosene is supplied to the dealer for the purpose of public distribution. The contention of the petitioners is that once the Kerosene is purchased by the dealer, it is his property. What is the meaning of 'property'? In ***Rustum Cavasjee Cooper v. Union of India*** [1970 (1) SCC 248], the Apex Court discussed the meaning of 'property'. Paragraph 38 of the above judgment is extracted hereunder :

"38..... In its normal connotation "property" means the "highest right a man can have to anything, being that right which one has to lands or tenements, goods or chattels which does not depend on another's courtesy : it includes ownership, estates and interests incorporeal things, and also rights such as trademarks, copyrights, patents, and even rights in personam capable of transfer or transmission, such as debts; and signifies a beneficial right to or a thing considered as having a money value, especially with reference to transfer or succession, and to their capacity of being injured....."

15. In ***Guru Datta Sharma v. State of Bihar and another***, (AIR 1961 SC 1684) also, the Apex Court considered the meaning



of the term 'property'. The relevant portion in paragraph 30 of the above judgment is extracted hereunder :

"30 .....Property, as a legal concept, is the sum of a bundle of rights and in the case of tangible property would include the right of possession, the right to enjoy, the right to destroy, the right to retain, the right to alienate and so on. All test, of course, would be subject to the relevant law procedural or substantive- bearing upon each of these incidents, but the strands that make up the total are not individually to be identified as those constituting "property."....."

16. In ***Maroli Santha v. Revenue Divisional Officer, Thalassery and another*** [2018 (2) KLT 15], this Court considered the definition of 'property' in the Maintenance and Welfare of Parents and Senior Citizens Act, 2007. It will be better to extract paragraph 4 of the above judgment.

"4. 'Property' as referred under S.2(f) of the Act would include movable or immovable, ancestral or self acquired, tangible or intangible. In Black's Law Dictionary, while defining 'property', reference has been made to 'personal property. This reference shows that personal property includes money like, goods and chattels (see Black's Law Dictionary Sixth Edition). In Stroud's Judicial Dictionary of Words and Phrases (Seventh Edition), 'property' 'is treated as a generic term for all that a person has dominion over and its two main divisions are real and personal. In Encyclopaedic Law Lexicon, 'property' has been referred to as an aggregate of rights, which are guaranteed and protected by law. The definition of property under S.2(f) of the Act takes in all kinds of interest one would have in a transferable thing be tangible or intangible. Therefore, anything in



which one is having interest and capable of being transferred to another would fall within the meaning of 'property' as defined under S.2(f) of the Act. Essential elements, therefore, are 'interest' and 'transferability' of such interest. If both the elements are satisfied, all kinds of things would attract the definition of 'property' under S.2(f) of the Act. Therefore, if money is transferred to another on a condition that the transferee on its transfer would provide basic amenities and physical needs to the transferor, such transfer is attracted for the purpose of action under S.23 of the Act."

17. Moreover in ***K.T.Plantation Pvt.Ltd. and another v. State of Karnataka*** [2011 KHC 4669], the Apex Court considered Article 300A of the Constitution of India. It will be better to extract the paragraph No.110 of the above decision.

"Article 300A proclaims that no person can be deprived of his property save by authority of law, meaning thereby that a person cannot be deprived of his property merely by an executive fiat, without any specific legal authority or without the support of law made by a competent legislature. The expression 'Property' in Art.300A confined not to land alone, it includes intangibles like copyrights and other intellectual property and embraces every possible interest recognised by law. This Court in *State of W. B. & Others v. Vishnunarayan & Associates (P) Ltd & Another* (2002) 4 SCC 134, while examining the provisions of the West Bengal Great Eastern Hotel (Acquisition of Undertaking) Act, 1980, held in the context of Art.300A that the State or executive offices cannot interfere with the right of others unless they can point out the specific provisions of law which authorises their rights. Art.300A, therefore, protects private property against executive action. But the question that looms large is as to what extent their rights will be protected when they are sought to be illegally deprived of their properties on



the strength of a legislation. Further, it was also argued that the twin requirements of 'public purpose' and 'compensation' in case of deprivation of property are inherent and essential elements or ingredients, or "inseparable concomitants" of the power of eminent domain and, therefore, of entry 42, List III, as well and, hence, would apply when the validity of a statute is in question. On the other hand, it was the contention of the State that since the Constitution consciously omitted Art. 19(1)(f), Art. 31(1) and Art. 31(2), the intention of the Parliament was to do away the doctrine of eminent domain which highlights the principles of public purpose and compensation."

18. From the above discussion, it is clear that the expression 'property' in Article 300A is confined not to land alone, it includes intangibles like copyrights and other intellectual properties and embraces every possible interest recognised by law. But possession, interest, transferability, the right to enjoy, the right to destroy, the right to retain, the right to alienate etc are the main essential elements of a "property". The Kerala Kerosene Control Order, 1968 was framed by invoking the powers under Sub-sections 1 and 2 of Sec.3 of the Essential Commodities Act by the State Government. The order, 1993 was framed by the Central Government invoking the powers under Sec.3 of the Essential Commodities Act.

19. Admittedly, Kerosene is an essential commodity. Kerosene is supplied to the petitioners only for the purpose of public distribution. A reading of Kerosene Control Order and the Order



1993, it is clear that no absolute transferable power is given to the petitioners over the Kerosene. They can possess Kerosene only for public distribution. Several restrictions are there in the Kerosene Control Order and in the Rule 1993 regarding the possession and sale of Kerosene by the dealers. In such circumstances, the Kerosene cannot be treated as a 'property' of the dealer as meant in Article 300A of the Constitution. The dealer has got only the restrictive power to possess Kerosene.

20. Moreover a perusal of the first proviso to clause 8A of the Kerosene Control Order would show that what is to be paid to the Government is only the differential cost when the issue price of Kerosene is revised upward and that also the only difference between the revised wholesale selling price and the pre-revised selling price. The second proviso to clause 8A says that in case of downward revision of issue price, the dealer shall be free to sell the stock procured at the pre-revision rate, at the rate as in force on the day previous to the day on which the revised rate comes into force. From a perusal of the first proviso to Clause 8A, it is clear that the petitioners are not losing any amount by paying the differential cost to the government. But according to the



petitioners, Kerosene is their property and they are entitled to the sale price. I am afraid, I have to disagree with the petitioners on this point. Only the difference between the revised wholesale selling price and pre-revision selling price is directed to be paid to the Government by the petitioners. Kerosene cannot be treated as the property of the dealer and in such circumstances, simply because the petitioners purchased the Kerosene from the oil company, they have no absolute right over the Kerosene, in the light of the provisions in the Essential Commodities Act, Kerala Kerosene Control Order and Rule 1993. In such circumstances, Article 300A has no application at all in this case. Except for the violation of Article 300A of the Constitution, no other contention is raised by the petitioners to challenge the constitutional validity of proviso to clause 8A.

21. The counsel for the petitioners then took me through ground Nos.H to L in WP(C) No.5773 of 2019. It will be better to extract the relevant grounds hereunder:

"H. Clause 8A of the Kerala Kerosene Dealers was introduced in 1988 to get over the difficulty of Ext.P8 judgment wherein this Hon'ble Court has held that the dealer is entitled to the difference in price. Now, the constitutional validity of Clause 8A will have to



be considered in the light of Article 300A of the Constitution of India. Although the right to property is no more a fundamental right it remains still as a Constitutional Right. Therefore, one can be deprived of his property by an Act of law, or authority of law. Respondents for that purpose introduced Clause 8A of the Kerosene Control Order. Even if it is stated that Clause 8A is an authority to deprive the Kerosene Dealers right on the property, viz, the Kerosene purchased by them, the next question would be whether the deprivation can be without compensating the owner of the property. The Apex Court has repeatedly emphasized the principles underlying Article 300A by stating in the decision reported in (2013) 9 SCC 725 wherein the Apex Court held that the property of a person can be deprived only by some valid process of law.

I. In a decision reported in (2013) 3 SCC 764 the Apex Court again has held that the deprivation of property by exercising the power of eminent domain by the State cannot be exercised without noticing that property right is still enjoying a constitutional protection under Article 300A. It further pointed out that when the profit of the owner viz, in this case the Wholesale Kerosene Dealer is taken away by a statutory provision viz, clause 8A of the Kerosene Control Order without any procedure, simply by declaring that such profit will ensure to the State and not to the dealer. This blanket power is not in conformity with the constitutional right conferred upon the State in Article 300A as such a power is restricted by the very same Article viz, there must be an authority of law which is to say that there cannot be an exercise of such authority of law without paying compensation.

J. Clause 8A by its nature is a compulsory acquisition. It is permissible but cannot be done without compensating the owner.



Since compensation is not awarded Clause 8A offends Article 300A.

K. In another case in connection with Land Acquisition reported in (2016) 4 SCC 631 it was held that being a welfare State statutory authorities are bound to not only pay adequate compensation but also to rehabilitate the person displaced. In the case of Kerosene dealers since what is sold ie, the Kerosene is the property of the dealers, any profit arising on the date of sale on account of an upward revision in price should go to the dealer and Clause 8A to the extent it deprives the dealer of such profit is deprivation of property which is protected under Article 300A.

L. The 2nd proviso to Clause 8A of the Kerosene Control Order lays down that the Kerosene Wholesale Dealer can in the event of a downward revision in the price of Kerosene sell the product at the pre-revised rate. However, as already stated above and as evidenced by the document produced along with the Writ Petition, where there is a downward revision though Clause 8A provides that the dealer is entitled to sell the product at the pre-revised rate, more often than not the dealers are directed to sell the product at the reduced rate.”

22. As far as the constitutional validity based on Article 300A is concerned, this Court already found that Article 300A of the Constitution has no application to Kerosene purchased by a dealer. The grounds raised in the writ petition are mainly based on Article 300A of the Constitution. It is also contended that the profit of the owner of the property is taken away by a statutory provision and



Clause 8A of the Kerosene Control Order without any procedure, simply declare that such profit will go to State and not to the dealer. It is argued that the above blanket power is not in conformity with the constitutional right conferred upon the State in Article 300A. According to the petitioners, such power is restricted by the very same Article, in which it is stated that there must be an authority of law which is to say that there cannot be an exercise of such authority of law without paying compensation. According to the petitioners, clause 8A, by its nature is a compulsory acquisition. It is also stated that it is permissible but cannot be done without compensating the owner. On this point also, I cannot agree with the petitioners. As I observed earlier, the Kerosene is not the property of the dealer. Kerosene is only given to the petitioners for distribution through public distribution system with certain restrictions.

23. In such circumstances, the Government need not compensate the dealer for taking the profit based on first proviso to clause 8A. The other points raised in the above grounds are all connected to Article 300A of the Constitution. In the light of the discussion made above, to the effect that Article 300A has no application to



possession of Kerosene by dealers, there is no merit to those contentions. Therefore, the contention that clause 8A is illegal and ultra vires to the Constitution cannot be accepted. Except the contention based on the Article 300A of the Constitution, no other contention is raised by the petitioners. Therefore, in my opinion, there is nothing to interfere with the first proviso to clause 8A of Kerala Kerosene Control Order. The respondents are free to recover the amount in accordance to the first proviso to clause 8A. It is contended in the writ petition that the split up details of the amount claimed is not given to the petitioners while issuing demand notices based on the first proviso to clause 8A. The respondents in these writ petitions will make sure that the split up details are given to the petitioners in these writ petitions while claiming the differential cost based on the 1<sup>st</sup> proviso to clause 8A.

With the above observations, these writ petitions are dismissed.

**Sd/-**

**P.V.KUNHIKRISHNAN  
JUDGE**

**APPENDIX OF WP(C) 37673/2018**

## PETITIONER EXHIBITS

- EXHIBIT P1 TRUE COPY OF THE REPORTED COMMON JUDGMENT IN WA NOS. 414 AND 446/1988 DATED 12.11.1991
- EXHIBIT P2 TRUE COPY OF THE JUDGMENT DATED 21.12.2006 IN WA. NO. 216/2003
- EXHIBIT P3 TRUE COPY OF COMMUNICATION DATED 20.7.2017 ISSUED BY THE DIRECTOR OF CIVIL SUPPLIES TO THE DISTRICT/TALUK SUPPLY OFFICER IN THE STATE.
- EXHIBIT P4 TRUE COPY OF REPRESENTATION DATED 28.7.2018 SUBMITTED BY THE PETITIONER BEFORE THE 2ND RESPONDENT.
- EXHIBIT P5 TRUE COPY OF THE NOTICE DATED 09.10.2018 ISSUED BY THE 2ND RESPONDENT TO THE PETITIONER.
- EXHIBIT P6 TRUE COPY OF REPRESENTATION DATED 29.10.2018 SUBMITTED BY THE PETITIONER BEFORE THE 2ND RESPONDENT.

## RESPONDENT EXHIBITS

- EXHIBIT R4 (A) TRUE COPY OF THE JUDGMENT IN WP(C) NO.30249/2005.
- EXHIBIT R4 (B) TRUE COPY OF THE JUDGMENT IN W.A.NO.347/2009.
- EXHIBIT R4 (C) TRUE COPY OF THE ORDER OF THE HON'BLE SUPREME COURT IN CIVIL APPEAL NO.2432/2010.

**APPENDIX OF WP(C) 3857/2019**

## PETITIONER EXHIBITS

- EXHIBIT P1 TRUE COPY OF THE JUDGMENT DATED 31-10-2016 IN W.P(C) NO. 3329/2016
- EXHIBIT P2 TRUE COPY OF THE JUDGMENT DATED 04-04-2017 IN W.P(C) NO. 11824/2017
- EXHIBIT P3 TRUE COPY OF THE NOTICE DATED 08-02-2018 ISSUED BY THE 1ST RESPONDENT
- EXHIBIT P4 TRUE COPY OF THE NOTICE DATED 26-09-2018 IS ISSUED BY THE 2ND RESPONDENT
- EXHIBIT P5 TRUE COPY OF THE ORDER OF THE HON'BLE COURT DATED 07-07-2017 IN IA NO. 9748/2017 IN W.P(C) NO. 33229/2016
- EXHIBIT P6 TRUE COPY OF THE COMMON JUDGMENT IN WA NO.S 414 AND 446/1998 DATED 12-11-1991.
- EXHIBIT P7 TRUE COPY OF THE JUDGMENT DATED 21--12-2006 IN WA NO. 216/2003.
- EXHIBIT P8 TRUE COPY OF THE INTERIM ORDER DATED 21-11-2018 IN W.P(C) NO. 37673 OF 2018.

## RESPONDENT EXHIBITS

- EXHIBIT R4 A TRUE COPY OF THE JUDGMENT IN WPC NO-30249/2005
- EXHIBIT R4 B TRUE COPY OF THE JUDGMENT DATED 19-2-2009 IN W.A.347/2009
- EXHIBIT R4 C TRUE COPY OF THE ORDER OF THE HON'BLE SUPREME COURT IN CIVIL APPEAL NO-2432/2010

**APPENDIX OF WP (C) 4794/2019**

## PETITIONER EXHIBITS

- EXHIBIT P1 TRUE COPY OF THE JUDGMENT DATED 31.10.2016 IN WPC.NO.33229/2016 AND CONNECTED CASES.
- EXHIBIT P2 TRUE COPY OF THE ORDER DATED 7.7.2017 I.A.NO.9748/2017 IN WPC.NO.33229/2016.
- EXHIBIT P3 TRUE COPY OF THE NOTICE DATED 24.9.2018 ISSUED BY THE 1ST RESPONDENT TO 1ST PETITIONER.
- EXHIBIT P4 TRUE COPY OF THE NOTICE DATED 24.9.2018 ISSUED BY THE 1ST RESPONDENT TO 2ND PETITIONER.
- EXHIBIT P5 TRUE COPY OF THE NOTICE DATED 24.9.2018 ISSUED BY THE 1ST RESPONDENT TO 3RD PETITIONER.
- EXHIBIT P6 TRUE COPY OF THE NOTICE DATED 24.9.2018 ISSUED BY THE 1ST RESPONDENT TO 4TH PETITIONER.
- EXHIBIT P7 TRUE COPY OF THE NOTICE DATED 24.9.2018 ISSUED BY THE 1ST RESPONDENT TO 5TH PETITIONER.
- EXHIBIT P8 TRUE COPY OF THE JUDGMENT DATED 19.1.2018 IN WPC.NO.23216/2017.
- EXHIBIT P9 TRUE COPY OF THE COMMUNICATION DATED 15.9.2018 OF THE DIRECTOR OF CIVIL SUPPLIES, THIRUVANANTHAPURAM.
- EXHIBIT P10 TRUE COPY OF THE COMMON JUDGMENT IN WA.NOS.414 AND 446/1998 DATED 12.11.1991.
- EXHIBIT P11 TRUE COPY OF THE JUDGMENT DATED 21.12.2006 IN WA.NO.216/2003.
- EXHIBIT P12 TRUE COPY OF THE COMMUNICATION DATED 20.7.2017 ISSUED BY THE DIRECTOR OF CIVIL SUPPLIES TO THE DISTRICT/TALUK SUPPLY OFFICER IN THE STATE.



EXHIBIT P13 TRUE COPY OF THE INTERIM ORDER DATED  
21.11.2018 IN WPC.NO.37673 OF 2018.

RESPONDENT EXHIBITS

EXHIBIT-R4 (a) TRUE COPY OF THE JUDGMENT IN WPC NO.  
30249/2005 DATED 22.08.2008.

EXHIBIT-R4 (b) TRUE COPY OF THE JUDGMENT DATED 19.02.2009 IN  
WA NO.347/2009.

EXHIBIT-R4 (c) TRUE COPY OF THE ORDER DATED 21.05.2019 OF THE  
HONBLE SUPREME COURT IN CIVIL APPEAL  
NO.2432/2010.

**APPENDIX OF WP(C) 5773/2019**

## PETITIONER EXHIBITS

- EXHIBIT P1 TRUE COPY OF THE JUDGMENT DATED 31.10.2016 IN WPC.NO.33229/2016 AND CONNECTED CASES.
- EXHIBIT P2 TRUE COPY OF THE ORDER DATED 7.7.2017 IA.NO.9748/2017 IN WPC.NO.33229/2016.
- EXHIBIT P3 TRUE COPY OF THE NOTICE DATED 17.9.2018 ISSUED BY THE 1ST RESPONDENT TO THE 1ST PETITIONER.
- EXHIBIT P4 TRUE COPY OF THE NOTICE DATED 17.9.2018 ISSUED TO THE 1ST RESPONDENT TO THE 1ST PETITIONER.
- EXHIBIT P5 TRUE COPY OF THE NOTICE DATED 22.9.2018 ISSUED TO THE 1ST PETITIONER BY THE 1ST RESPONDENT.
- EXHIBIT P6 TRUE COPY OF THE NOTICE DATED 25.7.2018 ISSUED TO THE 2ND PETITIONER BY THE 2ND RESPONDENT.
- EXHIBIT P7 TRUE COPY OF THE COMMUNICATION DATED 15.9.2018 OF THE DIRECTOR OF CIVIL SUPPLIES.
- EXHIBIT P8 TRUE COPY OF THE JUDGMENT IN WPC.NO.23216/2017 REFERRED TO IN THE COMMUNICATION ISSUED BY THE DIRECTOR OF CIVIL SUPPLIES DATED 19.1.18.
- EXHIBIT P9 TRUE COPY OF THE COMMON JUDGMENT IN WA.NOS.414 AND 446/1998 DATED 12.11.1991.
- EXHIBIT P10 TRUE COPY OF THE JUDGMENT DATED 21.12.2006 IN WA.NO.216/2003.
- EXHIBIT P11 TRUE COPY OF COMMUNICATION DATED 20.7.2017 ISSUED BY THE DIRECTOR OF CIVIL SUPPLIES TO THE DISTRICT/TALUK SUPPLY OFFICER IN THE STATE.
- EXHIBIT P12 TRUE COPY OF THE INTERIM ORDER DATED



21.11.2018 IN WPC.NO.37673 OF 2018.

RESPONDENT EXHIBITS

EXHIBIT R8 (A)

TRUE COPY OF THE JUDGMENT IN WP(C)  
NO.30249/2005.

EXHIBIT R8 (B)

TRUE COPY OF THE JUDGMENT IN W.A.NO.347/2009.

EXHIBIT R8 (C)

TRUE COPY OF THE ORDER OF THE HON'BLE SUPREME  
COURT IN CIVIL APPEAL NO.2432/2010.

**APPENDIX OF WP(C) 13633/2019**

## PETITIONER EXHIBITS

- EXHIBIT P1 TRUE COPY OF THE JUDGMENT 21.3.2017 IN WPC NO.36131 OF 2016.
- EXHIBIT P2 TRUE COPY OF THE NOTICE DATED 9.8.2018 ISSUED BY THE 1ST RESPONDENT.
- EXHIBIT P3 TRUE COPY OF THE REPLY DATED 12.9.2018 SUBMITTED BY THE PETITIONER.
- EXHIBIT P4 TRUE COPY OF THE NOTICE DATED 11.4.2019 IS ISSUED BY THE 2ND RESPONDENT.
- EXHIBIT P5 TRUE COPY OF THE COMMON JUDGMENT IN WA NOS.414 AND 446/1998 DATED 12.11.1991.
- EXHIBIT P6 TRUE COPY OF THE JUDGMENT DATED 21.12.2006 IN W.A.NO.216/2003.
- EXHIBIT P7 TRUE COPY OF THE COMMUNICATION DATED 20.7.2017 ISSUED BY THE DIRECTOR OF CIVIL SUPPLIES TO THE DISTRICT/TALUK SUPPLY OFFICER IN THE STATE.
- EXHIBIT P8 TRUE COPY OF THE COMMUNICATION DATED 15.9.2018 OF THE DIRECTOR OF CIVIL SUPPLIES.
- EXHIBIT P9 TRUE COPY OF THE JUDGMENT IN WPC NO.23216/2017 REFERRED TO IN THE COMMUNICATION ISSUED BY THE DIRECTOR OF CIVIL SUPPLIES.
- EXHIBIT P10 TRUE COPY OF THE INTERIM ORDER DATED 21.11.2018 IN WPC NO.37673 OF 2018.

## RESPONDENT EXHIBITS

- EXHIBIT-R4 (A) TRUE COPY OF THE JUDGMENT IN W.P(C) 30249/2005
- EXHIBIT-R4 (B) TRUE COPY OF THE JUDGMENT IN W.A 347/2009
- EXHIBIT-R4 (C) TRUE COPY OF THE ORDER OF THE HONOURABLE SUPREME COURT IN CIVIL APPEAL NO. 2432/2010

**APPENDIX OF WP(C) 21105/2019**

## PETITIONER EXHIBITS

- EXHIBIT P1 TRUE COPY OF THE COMMON JUDGMENT IN WA NOS 414 AND 446/1998 DATED 12.11.1991.
- EXHIBIT P2 TRUE COPY OF THE JUDGMENT DATED 21.12.2006 IN WA NO.216/2003.
- EXHIBIT P3 TRUE COPY OF THE COMMUNICATION DATED 20.07.2017 ISSUED BY THE DIRECTOR OF CIVIL SUPPLIES TO THE DISTRICT/TALUK SUPPLY OFFICER IN THE STATE.
- EXHIBIT P4 TRUE COPY OF NOTICE DATED 05.03.2019 ISSUED TO THE 1ST PETITIONER BY THE TALUK SUPPLY OFFICER, KANAYANNUR.
- EXHIBIT P5 TRUE COPY OF NOTICE DATED 28.05.2019 ISSUED TO THE 1ST PETITIONER BY THE TALUK SUPPLY OFFICER, KANAYANNUR.
- EXHIBIT P6 TRUE COPY OF THE NOTICE DATED 28.05.2019 ISSUED TO THE 2ND PETITIONER ISSUED BY THE CITY RATIONING OFFICER, ERNAKULAM.
- EXHIBIT P7 TRUE COPY OF THE NOTICE DATED 26.06.2019 ISSUED TO THE 4TH PETITIONER ISSUED BY THE TALUK SUPPLY OFFICER, THODUPUZHA.
- EXHIBIT P8 TRUE COPY OF THE JUDGMENT DATED 31.10.2016 IN WP(C) NO.33229/2016 PASSED BY THIS HON'BLE COURT.
- EXHIBIT P9 TRUE COPY OF ORDER DATED 07.07.2017 AS IA NO.9748/2017 IN WP(C) NO.33229/2017 PASSED BY THIS HON'BLE COURT.
- EXHIBIT P10 TRUE COPY OF THE INTERIM ORDER DATED 21.11.2018 IN WP(C) NO.37673 OF 2018 PASSED BY THIS HON'BLE COURT.

## RESPONDENT EXHIBITS

- EXHIBIT R13(A) TRUE COPY OF THE JUDGMENT IN WPC NO.30249/2005.



EXHIBIT R13 (B) TRUE COPY OF THE JUDGMENT IN WA NO.347/2009.

EXHIBIT R13 (C) TRUE COPY OF THE ORDER OF THE HON'BLE SUPREME COURT IN CIVIL APPEAL NO.2432/2010.

**APPENDIX OF WP(C) 24373/2019**

## PETITIONER EXHIBITS

- EXHIBIT P1 TRUE COPY OF THE COMMON JUDGMENT IN WA NOS.414 AND 446/1998 DATED 12.11.1991.
- EXHIBIT P2 TRUE COPY OF THE JUDGMENT DATED 21.12.2006 IN WA.NO.216/2003.
- EXHIBIT P3 TRUE COPY OF COMMUNICATION DATED 20.07.2017 ISSUED BY THE DIRECTOR OF CIVIL SUPPLIES TO THE DISTRICT/TALUK SUPPLY OFFICER IN THE STATE.
- EXHIBIT P4 TRUE COPY OF THE JUDGMENT DATED 31.10.2016 IN W.P.(C)NO.33229/2016 PASSED BY THIS HON'BLE COURT.
- EXHIBIT P5 TRUE COPY OF ORDER DATED 07.07.2017 AS I.A.NO.9748/2017 IN W.P.(C)NO.33229/2017 PASSED BY THIS HON'BLE COURT.
- EXHIBIT P6 TRUE COPY OF THE INTERIM ORDER DATED 21.11.2018 IN W.P.(C)NO.37673 OF 2018 PASSED BY THIS HON'BLE COURT.

## RESPONDENT EXHIBITS

- EXHIBIT R4(A) TRUE COPY OF THE JUDGMENT IN WP(C) NO.30249/2005.
- EXHIBIT R4(B) TRUE COPY OF THE JUDGMENT IN W.A.NO.347/2009.
- EXHIBIT R4(C) TRUE COPY OF THE ORDER OF THE HON'BLE SUPREME COURT IN CIVIL APPEAL NO.2432/2010.



**APPENDIX OF WP(C) 29371/2019**

PETITIONER EXHIBITS

- EXHIBIT P1 TRUE COPY OF THE COMMON JUDGMENT IN WA NOS.414 AND 446/1998 DATED 12/11/1991.
- EXHIBIT P2 TRUE COPY OF THE JUDGMENT DATED 21/12/2006 IN WA NO.216/2003.
- EXHIBIT P3 TRUE COPY OF COMMUNICATION DATED 20/07/2017 ISSUED BY THE DIRECTOR OF CIVIL SUPPLIES TO THE DISTRICT/TALUK SUPPLY OFFICER IN THE STATE.
- EXHIBIT P4 TRUE COPY OF THE JUDGMENT DATED 31/10/2016 IN W.P.(C) NO.33229/2016 PASSED BY THIS HON'BLE COURT.
- EXHIBIT P5 TRUE COPY OF ORDER DATED 07/07/2017 AS IA NO.9748/2017 IN W.P.(C) NO.33229/2017 PASSED BY THIS HON'BLE COURT.
- EXHIBIT P6 TRUE COPY OF THE INTERIM ORDER DATED 21/11/2018 IN W.P.(C) NO.37673 OF 2018 PASSED BY THIS HON'BLE COURT.

**APPENDIX OF WP(C) 34839/2019**

## PETITIONER EXHIBITS

- EXHIBIT P1 TRUE COPY OF THE COMMON JUDGMENT IN WA NOS.414 AND 446/1998 DATED 12.11.1991.
- EXHIBIT P2 TRUE COPY OF THE JUDGMENT DATED 21.12.2006 IN WA NO.216/2003.
- EXHIBIT P3 TRUE COPY OF COMMUNICATION DATED 20.7.2017 ISSUED BY THE DIRECTOR OF CIVIL SUPPLIES TO THE DISTRICT/TALUK SUPPLY OFFICER IN THE STATE.
- EXHIBIT P4 TRUE COPY OF THE JUDGMENT DATED 31.10.2016 IN WPC NO.33229/2016 PASSED BY THIS HON'BLE COURT.
- EXHIBIT P5 TRUE COPY OF ORDER DATED 7.7.2017 AS IA NO.9748/2017 IN WP(C) NO.33229/2017 PASSED BY THIS HON'BLE COURT.
- EXHIBIT P6 TRUE COPY OF THE INTERIM ORDER DATED 21.11.2018 IN WPC NO.37673 OF 2018 PASSED BY THIS HON'BLE COURT.

*TRUE COPY*

P.A.TO JUDGE



2022/KER/20231

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