

If needed for forensic or scientific analysis, such as verification of signatures, stamps, or photo ID cards, the original record may be handed over to the Investigating Officer after keeping the certified copy of the same.

19. In light of the foregoing, the petition is **dismissed** in the aforesaid terms.

(2025) 5 ILRA 944
ORIGINAL JURISDICTION
CIVIL SIDE
DATED: ALLAHABAD 02.05.2025

BEFORE

THE HON'BLE PRAKASH PADIA, J.

Writ C No. 13636 of 2025

Surajpur Indane Gas Sewa, Agarwal Market, District Gautam Budh Nagar
...Petitioner

Versus

Indian Oil Corporation Limited (M.D.) & Ors.
...Respondents

Counsel for the Petitioner:

Sri Arun Kumar Singh, Sri Chandrika Patel,
 Sri G.K. Singh (Sr. Advocate)

Counsel for the Respondents:

Sri Anand Tiwari

(A) Arbitration & Conciliation Law - Maintainability of a writ petition in the presence of an arbitration clause - Arbitration and Conciliation Act, 1996 - Sections 7, 9, 17 & 23 - writ petition is not maintainable where an adequate and efficacious alternative remedy exists, as arbitration is an important Alternative Disputes Redressal process - court, in its writ jurisdiction, cannot entertain a matter when the parties have a valid arbitration clause, as the Arbitration and Conciliation Act, 1996 is a self-contained code that provides sufficient remedies, including interim protection. (Para -12,15,16)

Petitioner's LPG distributorship dispute - challenged two orders passed by the respondent-Indian Oil Corporation - respondent contended that the writ petition was not maintainable due to the existence of a binding arbitration clause in the agreement between the parties. (Para -1 to 5)

HELD: Writ petition not maintainable in view of the arbitration clause as provided under Clause 37(a) of the agreement and the availability of efficacious remedies under the Arbitration and Conciliation Act, 1996, leaving it open to the petitioner to approach the arbitrator under Section 23. No observation in the judgment should be construed as adjudication on merits and that if the petitioner approached the arbitrator, the matter should be decided expeditiously without unnecessary adjournments. (Para - 17 to 19)

Petition dismissed. (E-7)

List of Cases cited:

1. Sanjana M. WIG (Ms) Vs H.P. Corpn. Ltd, (2005) 8 SCC 242
2. C.O.R.E. Vs ECI-SPIC-SMO-MCML (JV), (2020) 14 SCC 712
3. St. of J & K & anr. Vs Dev Dutt Pandit, (1999) 7 SCC
4. U.O.I. Vs Varindera Constructions Ltd. & ors., (2018) 7 SCC 794

(Delivered by Hon'ble Prakash Padia, J.)

1. Heard Shri G.K. Singh, learned Senior counsel assisted by Sri Chandrika Patel, learned counsel for the petitioner and Shri Anand Tiwari, learned counsel appearing for respondents.

2. Order dated 07.02.2024 passed by respondent no. 3/Divisional LPG Sales Head, Noida Indane Divisional Office A-1, Udyog Marg, Sector-1 Noida, District Gautam Budh Nagar as well as order dated 17.02.2025 passed in appeal by respondent

no. 2/Chief General Manager (LPG) Uttar Pradesh Sales Office-II A-1, Udyog Marg, Sector-1 Noida, District Gautam Budh Nagar are under challenge.

3. Apart from various other arguments one of argument has been made by learned counsel for the petitioner that the order passed by respondent no. 2 is absolutely non speaking order and is liable to set aside.

4. On the other hand it is argued by counsel for the respondent corporation that the present writ petition filed by the petitioner is not maintainable especially in view of the fact that the petitioner has an statutory alternative remedy to approach the arbitrator as per clause 37(a) of the agreement entered between the parties on 28th November, 2014, copy of which is appended as Annexure No. 4 to the writ petition. Operative portion of the aforesaid agreement i.e. Clause 37 (a) reads as follows:-

"37. (a) All questions, disputes and differences arising under or in relation to this Agreement shall be referred to the sole arbitration of the Director (Marketing) of the Corporation. If such Director (Marketing) is unable or unwilling to act as the sole arbitrator, the matter shall be referred to the sole arbitration or some other officer of the Corporation by such Director (Marketing) in his place, who is willing to act as such sole arbitrator. It is known to the parties herein that the Arbitrator appointed hereunder is an employee of the Corporation and may be Shareholder of the Corporation. The arbitrator to whom the matter is originally referred, whether the Director (Marketing) or Officer, as the case may be, on his being transferred or vacating his office or being

unable to act, for any reason, the Director (Marketing) shall designate any other person to act as arbitrator in accordance with the terms of the agreement and such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also the term of his Agreement that no person other than the Director also the term of his Agreement that no person other than the Director (Marketing) or the person designated by the Director (Marketing) as aforesaid shall act as arbitrator. They award of the Arbitrator so appointed shall be final, conclusive and binding on all the parties to the Agreement and provisions of the Arbitration & Conciliation act, 1996 or any statutory modification or re-enactment thereof and the Rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause.

(b) The parties hereby agree that the courts in the city of Noida alone shall have jurisdiction to entertain any application or any award/s made by the Sole Arbitrator or other proceedings in respect of anything arising under this Agreement."

5. On being confronted with the said position Sri G.K. Singh, learned Senior counsel for the petitioner could not dispute the existence of alternative efficacious remedy by means of arbitration.

6. Heard counsel for the parties and perused the record.

7. The Parliament in exercise of powers as conferred therein enacted an Act by the name in the nomenclature of Arbitration and Conciliation Act, 1996 (In short Act of 1996) in order to consolidate and amend the law relating to domestic arbitration, international commercial

arbitration and enforcement of foreign arbitral awards as also to define the law relating to conciliation and for the matters connected therewith or incidental thereto.

8. For the kind perusal of this Court Section 7, 9 and 17 of the Act of 1996 are being quoted below-

7. *Arbitration agreement.*--(1) *In this Part, "arbitration agreement" means an agreement by the parties to submit to arbitration all or certain disputes which have arisen or which may arise between them in respect of a defined legal relationship, whether contractual or not.*

(2) *An arbitration agreement may be in the form of an arbitration clause in a contract or in the form of a separate agreement.*

(3) *An arbitration agreement shall be in writing.*

(4) *An arbitration agreement is in writing if it is contained in--*

(a) *a document signed by the parties;*

(b) *an exchange of letters, telex, telegrams or other means of telecommunication [including communication through electronic means] which provide a record of the agreement; or*

(c) *an exchange of statements of claim and defence in which the existence of the agreement is alleged by one party and not denied by the other.*

(5) *The reference in a contract to a document containing an arbitration clause constitutes an arbitration agreement if the contract is in writing and the reference is such as to make that arbitration clause part of the contract.*

9. *Interim measures, etc., by Court.*--3 [(1)] *A party may, before or during arbitral proceedings or at any time*

after the making of the arbitral award but before it is enforced in accordance with section 36, apply to a court--

(i) *for the appointment of a guardian for a minor or person of unsound mind for the purposes of arbitral proceedings; or*

(ii) *for an interim measure of protection in respect of any of the following matters, namely:--*

(a) *the preservation, interim custody or sale of any goods which are the subject-matter of the arbitration agreement;*

(b) *securing the amount in dispute in the arbitration;*

(c) *the detention, preservation or inspection of any property or thing which is the subject-matter of the dispute in arbitration, or as to which any question may arise therein and authorising for any of the aforesaid purposes any person to enter upon any land or building in the possession of any party, or authorising any samples to be taken or any observation to be made, or experiment to be tried, which may be necessary or expedient for the purpose of obtaining full information or evidence;*

(d) *interim injunction or the appointment of a receiver;*

(e) *such other interim measure of protection as may appear to the Court to be just and convenient, and the Court shall have the same power for making orders as it has for the purpose of, and in relation to, any proceedings before it.*

(2) *Where, before the commencement of the arbitral proceedings, a Court passes an order for any interim measure of protection under sub-section (1), the arbitral proceedings shall be commenced within a period of ninety days from the date of such order or within such further time as the Court may determine.*

(3) Once the arbitral tribunal has been constituted, the Court shall not entertain an application under sub-section (1), unless the Court finds that circumstances exist which may not render the remedy provided under section 17 efficacious.]

17. Interim measures ordered by arbitral tribunal.--(1) A party may, during the arbitral proceedings or at any time after the making of the arbitral award but before it is enforced in accordance with section 36, apply to the arbitral tribunal--

(i) for the appointment of a guardian for a minor or person of unsound mind for the purposes of arbitral proceedings; or

(ii) for an interim measure of protection in respect of any of the following matters, namely:--

(a) the preservation, interim custody or sale of any goods which are the subject-matter of the arbitration agreement;

(b) securing the amount in dispute in the arbitration;

(c) the detention, preservation or inspection of any property or thing which is the subject-matter of the dispute in arbitration, or as to which any question may arise therein and authorising for any of the aforesaid purposes any person to enter upon any land or building in the possession of any party, or authorising any samples to be taken, or any observation to be made, or experiment to be tried, which may be necessary or expedient for the purpose of obtaining full information or evidence;

(d) interim injunction or the appointment of a receiver;

(e) such other interim measure of protection as may appear to the arbitral tribunal to be just and convenient, and the arbitral tribunal shall have the same power

for making orders, as the court has for the purpose of, and in relation to, any proceedings before it.

(2) Subject to any orders passed in an appeal under section 37 any order issued by the arbitral tribunal under this section shall be deemed to be an order of the Court for all purposes and shall be enforceable under the Code of Civil Procedure, 1908 (5 of 1908), in the same manner as if it were an order of the Court.]

9. The same view was taken by the Hon'ble Apex Court in the case of **Sanjana M. WIG (Ms) Vs. Hindustan Petroleum Corpn. Ltd (2005) 8 Supreme Court Cases 242**, in the case of **Central Organization for Railway Electrification Vs. ECI-SPIC-SMO-MCML (JV) A Joint Venture Company (2020) 14 Supreme Court Cases 712** as well as in the case of **State of J & K and another Vs. Dev Dutt Pandit (1999) 7 SCC page 339**.

10. The Hon. Supreme Court in the case of **State of J & K and another Vs. Dev Dutt Pandit (1999) 7 SCC page 339** in para 23 has observed as under:- :-

"23. Arbitration is considered to be an important Alternative Disputes Redressal process which is to be encouraged because of high pendency of cases in the courts and cost of litigation. Arbitration has to be looked up to with all earnest so that litigant public has faith in the speedy process of resolving their disputes by this process. "

11. Following the said judgments the Hon. Apex Court in the case of **Union of India Vs. Varindera Constructions Ltd. and others (2018) 7 SCC 794** in para 12 has observed as under:-

"The primary object of the arbitration is to reach a final disposition in a speedy, effective, inexpensive and expeditious manner. In order to regulate the law regarding arbitration, legislature came up with legislation which is known as Arbitration and Conciliation Act, 1996. In order to make arbitration process more effective, legislature restricted the role of courts in case where matter is subject to the arbitration. Section 5 of the Act specifically restricted the interference of the courts to some extent. In other words, it is only in exceptional circumstances, as provided by this Act, the court is entitled to intervene in the dispute which is subject matter of arbitration. Such intervention may be before, at or after the arbitration proceeding, as the case may be. In short, court shall not intervene with the subject matter of arbitration unless injustice is caused to either of the parties."

12. Hon. Supreme Court in the above noted judgments have consistently held that arbitration is an important alternative dispute redressal process which needs to be encouraged.

13. Here in the present case, learned counsel for the petitioner have not disputed the fact that there exists an arbitration clause and further they are signatories to the agreement which contains arbitration clause and the issue in question itself is also arbitrable and within the scope of arbitration clause which can be entertained and adjudicated by the arbitrator.

14. Applying the aforesaid judgements in the facts of the present case, the Court finds that the dispute so raised by the parties centers around factual issues wherein complex questions of facts are involved whose determination requires oral

evidence. This Court in the present proceedings under Article 226 of the Constitution of India cannot make any enquiry into disputed questions of fact while taking evidence.

15. Even otherwise once there exist arbitration clause in the agreement dated 28.11.2014 so executed between the respondents one hand and the petitioner on the other hand and the petitioner being signatories of the same and are further not disputing it and also admitting that the dispute itself is clearly arbitrable then while applying the principles of law as culled out as Hon. Apex Court, this Court finds its inability to entertain the present writ petition as the petitioner has adequate efficacious remedy of arbitration as provided in Clause 37(a) of the agreement dated 28.11.2014.

16. Nonetheless Arbitration and Conciliation Act, 1996 is self contained code wherein not only necessary safeguards have been provided but also jurisdiction has been vested with the competent court under Section 9 of the Arbitration and Conciliation Act, 1996 and under Section 17 of the same so as to warrant interim protection in suitable cases which are filed or pending before it. Thus, the apprehension of the petitioner that this Court in the present proceedings can only be grant interim protection is out of context as specific remedy as discussed above is available to the petitioners under Arbitration and Conciliation Act, 1996.

17. Resultantly, the present writ petition is dismissed as not maintainable on the ground of alternative efficacious remedy as provided under Clause 37(a) of the agreement dated 28.11.2014 leaving it open to the petitioner to seek remedy as

available under Section 23 of the Act of 1996.

18. Needless to say that any of the observations made in the present judgment may not be construed to the expression that this Court has adjudicated the matter on merits.

19. It is made clear that in case the petitioner will file an application before the arbitrator, the same should be decided expeditiously and without granting unnecessary adjournment.

(2025) 5 ILRA 949
ORIGINAL JURISDICTION
CIVIL SIDE
DATED: ALLAHABAD 12.05.2025

BEFORE

THE HON'BLE VINOD DIWAKAR, J.

Writ C No. 22491 of 2024
 With
 Other Connected Cases

Shani Dev & Anr. ...Petitioners
Versus
State of U.P. & Ors. ...Respondents

Counsel for the Petitioners:
 Sri Nipun Singh, Sri Ranjeet Kumar Yadav

Counsel for the Respondents:
 Sri Ram Vishal Mishra, C.S.C.

(A) Family Law - Marriage Registration - Fraudulent Certificates - The Hindu Marriage Act, 1955 - Child Marriage Restraint Act, 1929 - Uttar Pradesh Marriage Registration Rules, 2017 - Hindu Marriage Registration Rules, 1973 - Large-scale misuse of Arya Samaj marriage certificates for filing couple-protection writs - Police verification revealing forged Aadhar, PAN, educational certificates, fabricated witnesses, and underage

marriages - Pattern of registering marriages in Ghaziabad/Gautam Buddha Nagar without residence nexus - Involvement/Negligence of local police and Registrar offices - Court orders institutional reforms, amendment to 2017 Rules, and interim guidelines for marriage registration - Directions for inter-departmental verification mechanism. (Para 5, 7 to 35)

Petitioners, claiming to have married against family wishes - sought police protection - State disputed genuineness of Arya Samaj marriage certificate - verification revealed systemic misuse of forged certificates in similar petitions - involving underage parties and non-existent societies - prompting Court to issue state-wide remedial directions. (Para 3 to 7, 12 to 14)

HELD: - Article 21 guarantees right to choose life partner upon attaining majority, but such right cannot be invoked through forged or fabricated documents to circumvent statutory provisions. State bound to ensure statutory compliance, safeguard sanctity of marriage, and prevent misuse of protection writs, directed amendment of U.P. Marriage Registration Rules, 2017 within six months and issued binding interim guidelines for marriage registration. Petitions disposed with liberty to seek relief from concerned SSP after verification. (Para 13, 30 to 38)

Petitions disposed of. (E-7)

(Delivered by Hon'ble Vinod Diwakar, J.)

1. Heard learned counsel for the petitioners, Shri Ashwani Kumar Tripathi, learned Additional Chief Standing Counsel for the State-respondents, and perused the record.

2. Since the issues involved in the present writ petition are similar to those raised in 124 connected petitions, all the petitions are being heard and decided together by a common order.