



CGHC010335162026



2026:CGHC:38571

NAFR

HIGH COURT OF CHHATTISGARH AT BILASPUR

ARBR No. 54 of 2026

M/s Chhattisgarh Fuels Through Proprietor V. Venu Through Power of Attorney Holder Vinay Kumar Singh S/o Radheyshyam Singh, Aged About 42 Years, R/o House No.70/E, Ward No.21, Camp 1, Supela Bhilai, District- Durg (C.G.)

... Applicant

versus

Indian Oil Corporation Limited Through The Regional Manager Indian Oil Corporation Limited, Indian Oil Bhawan, Raipur, District- Raipur (C.G.)

... Respondent

For Applicant	:	Mr. Tapan Kumar Chandra, Advocate.
For Respondent	:	Mr. Anand Shukla, Advocate.

Hon'ble Mr. Ramesh Sinha, Chief Justice

Order on Board

01.09.2026

1. This is an application under Section 11(6) of the Arbitration and Conciliation Act, 1996 for appointment of an Arbitrator.
2. The facts, in brief, as projected by the applicant are that the applicant and respondent had entered into an agreement dated 01.11.2008 for dealership of IOCL (Indian Oil Corporation Limited) retail outlet in the name and style of M/s Chhattisgarh fuels (*SAP CODE 170763*) transport Nagar Hathkoj Bhilai District Durg Since 01.11.2008 and Vinay Kumar Singh is Power of Attorney to send respondent notice on behalf of proprietor V. Venu Chhattisgarh fuels Bhilai. Disputes and differences have arisen between applicant and respondent in respect of dealership agreement and therefore issued a notice

to applicant alleging that he has executed partnership deed with Narendra Kumar Nishad and Smt. B.S. Raj Bala which is in violation of condition of agreement applicant replied the notice and denied the allegations leveled against him, after inquiry the respondent terminated the dealership of applicant vide termination order No. RPDO/R/170763/TL/01 dated 07.07.2025. The applicant has filed a representation against the termination order dated 07.07.2025 before the senior regional manager Indian Oil Corporation Raipur. The representation of applicant is still pending since its filing date 24.07.2025. Applicant has number of times visited the office of respondent and requested them to decide his representation but the respondent are not considering applicant representation. Despite repeated requests and communications, respondent have failed and neglected to resolve the said disputes, leaving applicant with no alternative but to invoke the arbitration clause contained in the agreement. It is specifically denied that applicant has committed any breach or violation of the terms and conditions of the agreement. On the contrary, applicant has always acted in good faith and strictly in accordance with contractual obligations. Without prejudice to the above, even assuming (though not admitted) that any minor deviation occurred, the same does not constitute a fundamental breach warranting termination of the dealership agreement. The alleged defaults, if any, are curable in nature and could have been addressed through reasonable opportunity and mutual discussion. The respondent action of terminating the agreement is arbitrary, disproportionate, and contrary to the principles of natural justice and fair dealing, and is therefore illegal and unsustainable in law.

- 3.** Learned counsel for the applicant submits that the applicant has suffered serious financial losses, reputational damage, and business disruption due to respondent unlawful termination. Earlier, the applicant has preferred

WPC/482/2026 before this Court regarding to decide the representation made by applicant before respondent authority and when the matter is represented by counsel for the IOCL submits that the applicant has preferred representation before Regional Manager Indian Oil Corporation Limited, Raipur and the said authority is lower in hierarchy to the authority which terminated the agreement i.e. Chief General Manager & State Head Madhya Pradesh State Office. He further submits that although there is no provision for appeal/representation in the agreement but there is arbitration clause and petitioner ought to have availed that remedy. The applicant company also sent Legal Notice for appointment of arbitrator dated 14.04.2026 issued under Section 21 of Arbitration and Conciliation Act, 1996, for appointment of sole arbitrator along with Tracking Report of the Notice for invoking arbitration clause 61(a) contained in the Agreement dated 01.11.2008. stipulates that 'any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set-off or regarding any right, liability, act, omission or account of any of the parties hereto arising out of or in relation to this agreement shall be referred to the sole arbitration of the Director (Marketing) of the Corporation who may either himself act as the Arbitrator or nominate some other officer of the Corporation to act as the Arbitrator". Even after expiry of statutory time period of thirty days from the date of service of Notice dated 14.04.2026 invoking arbitration, the respondent have not nominated any Arbitrator as provided in the Dealership Agreement containing the Arbitration clause. Therefore, due to the failure on behalf of the respondent to respond to the applicant for nomination of the sole Arbitrator, the applicant is constrained to invoke the provisions of Section 11 of the Arbitration and Conciliation Act, 1996 (read with Arbitration Amendment Act, 2015) and request this Hon'ble Court to appoint any suitable and qualified person as the Arbitrator on behalf of both the applicant

and respondent under the provisions of Section 11 of the Arbitration and Conciliation Act and in accordance with clause "61(a)" of the Dealership Agreement to adjudicate upon the dispute and differences between the parties as stated above. The applicant states that the applicant has not filed in this Hon'ble Court or any other Court in India or the Hon'ble Supreme Court of India any other application in respect of the subject matter of this application. The applicant submits that no part of the claim is barred by the law of limitation. The Arbitral proceedings commenced by the notice dated 14.04.2026 which was successfully received by the respondents on 17.04.2026 and 20.04.2026. Hence, no part of the claim is barred by the law of limitation.

4. Learned counsel for the respondent opposes the present arbitration request application, however he submits that the respondent shall have no objection if this Court appoints any Arbitrator for resolving the dispute between the parties.
5. Heard on IA No. 01 of 2026, which is an application for exemption from filing the typed copy and IA No. 02/2026, which is an application for exemption from filing original copy of dealership agreement.
6. For the reasons stated in the applications, the same are allowed.
7. I have heard learned counsel appearing for the parties, perused the pleadings and documents appended thereto.
8. A query was put to learned counsel appearing for the parties as to whether they are agreeable for a common name who can be appointed as Arbitrator, learned counsel for the parties submitted that they would have no objection if any retired Judge of this High Court is appointed as the Sole Arbitrator. They further submit that Hon'ble Mr. Justice Radhakishan Agrawal, who is a retired Judge of this High Court may be appointed as the Sole Arbitrator.
9. In view of the above consensus between the learned counsel for the parties,

Hon'ble Mr. Justice Radhakishan Agrawal, a retired Judge of this High Court is appointed to act as the Sole Arbitrator to resolve the dispute involved in this arbitration request between the parties.

- 10.** The Registry is directed to communicate this order to Hon'ble Mr. Justice Radhakishan Agrawal in the proper address.
- 11.** The remuneration of the Arbitrator shall be settled with the mutual consent of the parties.
- 12.** The arbitration request petition, accordingly, stands **allowed**.

**Sd/-
(Ramesh Sinha)
Chief Justice**