



WPC Nos.15265/2025 & 5556/2026

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2026:KER:20906

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE MR. JUSTICE M.A.ABDUL HAKHIM

TUESDAY, THE 10<sup>TH</sup> DAY OF MARCH 2026 / 19TH PHALGUNA, 1947

WP(C) NO. 15265 OF 2025

PETITIONERS:

- 1 ALL INDIA LPG DISTRIBUTORS FEDERATION (KERALA CIRCLE)  
REPRESENTED BY ITS GENERAL SECRETARY, G SANAL KUMAR RESIDING  
AT 'SHIVAM', NO. 2, ROSE GARDENS, KUMARAPURAM,  
THIRUVANANTHAPURAM HAVING ITS REGISTERED OFFICE AT KALLUNKAL  
ENCLAVE, PMC XI/309, ALUVA- MUNNAR ROAD, PERUMBAVUR,  
ERNAKULAM, PIN - 695011
- 2 G SANAL KUMAR  
AGED 60 YEARS  
S/O.GOPINATHAN KK, PROPRIETOR OF K R AGENCIES,RESIDING AT  
'SHIVAM', NO. 2, ROSE GARDENS, KUMARAPURAM,  
THIRUVANANTHAPURAM HAVING ITS REGISTERED OFFICE AT KALLUNKAL  
ENCLAVE, PMC XI/309, ALUVA- MUNNAR ROAD, PERUMBAVUR,  
ERNAKULAM, PIN - 683542
- 3 THRESIAMMA JOSEPH  
AGED 62 YEARS  
D/O. JOSEPH, PANTHANANIKKAL HOUSE, PAYYAPARAMBA, PANDIKKAD,  
MALAPPURAM DISTRICT, KERALA STATE, PIN - 676521
- 4 SANTHOSH WILLIAMS  
AGED 52 YEARS  
S/O. LATE WILLIAMS, KOLATHINGAL HOUSE, VAKAYIL ROAD,  
CHIYYARAM. P.O. THRISSUR DT, PIN - 680026
- 5 JAYAKUMAR. S  
AGED 65 YEARS  
S/O.SIVASANKARAPILLAI. S, VYSAKH, PUTHIYAVILA, PATTOLI  
MARKET P O, ALAPPUZHA, PIN - 690531
- 6 ARUN KUMAR. P  
AGED 55 YEARS  
S/O. LATE. P. SANKARAN, KAILASAM, HRA.35, NEAR. SANKAR GAS  
GODOWN, P.O. CHEVAYUR , KOZHIKODE DISTRICT, KERALA, PIN -  
673017



- 7 MADATHIL RAMESH KUMAR,  
AGED 62 YEARS  
S/O. THALOORNARAYANAMENON, GANGA, NEAR RTO DRIVING TEST  
GROUND, CHEVAYOOR PO, KOZHIKODE, PIN - 673017
- 8 PAUL C.A  
AGED 64 YEARS  
S/O.ANTHAPPAN, CHIRAMEL HOUSE , PERINJANAM. P.O, THRISSUR,  
PIN - 680686
- 9 HARSHA PILLAI. K  
AGED 55 YEARS  
S/O. R. KUNJUKRISHNA PILLAI, AVITTOM, KANNIMEL CHERY,  
KILIKOLLOOR P. O,KOLLAM, KERALA, PIN - 691004
- 10 SUSHAMA.P.T  
AGED 55 YEARS  
W/O JAYAPRAKASH NARAYANAN (LATE), THAZHEPALAM,TIRUR,  
MALAPPURAM DISTRICT, PIN - 676101
- 11 SREEJA. K  
AGED 50 YEARS,  
W/O AJITHKUMAR TM, THANIKKAL HOUSE, VATTAMKULAM POST,  
MALAPPURAM DISTRICT, PIN - 679578
- 12 P M MUHAMMED ASRAF  
AGED 66 YEARS  
S/O. ABDURAHIMAN, SHANA MANSION, TC ROAD, TIRURANGADI,  
MALAPPURAM DIST, PIN - 676306
- 13 PUSHKARAN S  
AGED 51 YEARS  
S/O. LATE SUKUMARAN KRISHNA, PALLATHAMPULLY, TATTAMANGALAM  
PO, PIN - 678102
- 14 KRISHNAVENI.V  
AGED 52 YEARS  
W/O MAHALINGAM, NATTUKKAL,KOZHINJAMPARA,CHITTURTALUK,  
PALAKKAD DISTRICT, KERALA, PIN - 678554

BY ADVS.  
SRI.ADARSH KUMAR  
SRI.SHASHANK DEVAN  
SHRI.P.DEEPAK (SR.)



RESPONDENTS:

- 1 UNION OF INDIA  
REPRESENTED BY ITS SECRETARY MINISTRY OF PETROLEUM AND  
NATURAL GAS, SHASTRIBHAVAN, NEW DELHI, PIN - 110001
  - 2 INDIAN OIL CORPORATION LTD  
REPRESENTED BY ITS CHAIRMAN & MANAGING DIRECTOR INDIAN OIL  
BHAVAN, G-9, ALI YAVAR JUNG MARG BANDRA (EAST), MUMBAI, PIN  
- 400051
  - 3 BHARAT PETROLEUM CORPORATION LTD  
REP BY ITS CHAIRMAN & MANAGING DIRECTOR BHARAT BHAVAN, 4&6  
CURRIMBOY ROAD, BALLARD ESTATE MUMBAI, PIN - 400001
  - 4 HINDUSTAN PETROLEUM CORPORATION LTD, REP BY ITS CHAIRMAN &  
MANAGING DIRECTOR PETROLEUM HOUSE, 17, JAMSHEDJI TATA ROAD,  
MUMBAI, PIN - 400020
- ADDL.R5 MR.VASANTH KUMAR,  
AGED 48 YEARS, S/O.SREEDHARAN, PRESIDENT, ASSOCIATION OF LPG  
DISTRIBUTORS IN KERALA, REG. NO. EKM/TC/778/2019, (ALDK)  
480, WARD NO.5, MANEED, ERNAKULAM. (ADDL.R5 IS IMPEADED AS  
PER ORDER DATED 17.10.2025 IN IA NO.1/2025 IN WP(C)  
NO.15265/2025).
- ADDL.R6 ASSOCIATION OF LPG DISTRIBUTORS IN KERALA,  
REG. NO. EKM/TC/778/2019, (ALDK) 480, WARD NO.5, MANEED,  
ERNAKULAM-686 664, REPRESENTED BY ITS PRESIDENT MR.VASANTH  
KUMAR, AGED 48 YEARS, S/O. SREEDHARAN. (ADDL.R6 IS IMPEADED  
AS PER ORDER DATED 17.10.2025 IN IA NO.2/2025 IN WP(C)  
NO.15265/2025).
- ADDL.R7 DIYA BHARAT GAS,  
(REPRESENTED BY ITS PROPRIETOR, P.S. SARAVANTH), KALLARAKKAL  
BUILDING, KIZHAKKEPPALLI JUNCTION, ANGAMALY-683 572.  
(ADDL.R7 IS IMPEADED AS PER ORDER DATED 17.10.2025 IN IA  
NO.3/2025 IN WP(C) NO.15265/2025).
- ADDL.R8 HASEENA INDANE SERVICES  
PRAVACHAMBALAM, NEMOM P.O., THIRUVANANTHAPURAM REPRESENTED  
BY ITS PROPRIETOR, M. ZIYAD ( ADDL. R8 IS IMPEADED AS PER  
ORDER DATED 11.02.2026 IN IA NO. 01/2026 IN WP(C) NO.  
15265/2025)



WPC Nos.15265/2025 & 5556/2026

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2026:KER:20906

BY ADVS.  
SHRI.C.DINESH, CGC  
SHRI.M.GOPIKRISHNAN NAMBIAR  
SHRI.NIRMAL.S  
SHRI.TONY GEORGE KANNANTHANAM  
SRI.S.JATHIN DAS  
SHRI.K.JOHN MATHAI  
SRI.JOSON MANAVALAN  
SRI.KURYAN THOMAS  
SHRI.PAULOSE C. ABRAHAM  
SHRI.RAJA KANNAN  
SRI.ARUN.B.VARGHESE  
SMT.VEENA HARI  
SRI.E.K.NANDAKUMAR (SR.)  
SMT.S.AGILA  
SMT.NEETHU SATHEESH  
SHRI.ARUN S.  
SRI.T.A.PRAKASH

THIS WRIT PETITION (CIVIL) HAVING BEEN FINALLY HEARD ON 04.03.2026,  
ALONG WITH WP(C).5556/2026, THE COURT ON 10.03.2026 DELIVERED THE  
FOLLOWING:



WPC Nos.15265/2025 & 5556/2026

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2026:KER:20906

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE MR. JUSTICE M.A.ABDUL HAKHIM

TUESDAY, THE 10<sup>TH</sup> DAY OF MARCH 2026 / 19TH PHALGUNA, 1947

WP(C) NO. 5556 OF 2026

PETITIONER:

SREE NARAYANA INDANE SERVICES  
IOC LTD. DISTRIBUTORSHIP, REPRESENTED BY ITS MANAGING  
PARTNER NARAYANAN A., AGED 56 YEARS, S/O. AKKITHAM ACHYUTHAN  
NAMBOOTHIRI, DEVAYANAM, KUMARANELLOOR, PALAKKAD,, PIN -  
67955

BY ADVS.  
SRI.ADARSH KUMAR  
SRI.K.M.ANEESH  
SRI.SHASHANK DEVAN

RESPONDENTS:

- 1 UNION OF INDIA  
REPRESENTED BY ITS SECRETARY MINISTRY OF PETROLEUM AND  
NATURAL GAS, SHASTRIBHAVAN, NEW DELHI, PIN - 110001
- 2 INDIAN OIL CORPORATION LTD  
REPRESENTED BY ITS CHAIRMAN & MANAGING DIRECTOR INDIAN OIL  
BHAVAN, G-9, ALI YAVAR JUNG MARG BANDRA (EAST), MUMBAI, PIN  
- 400051
- 3 THE DIVISIONAL LPG HEAD  
KOZHIKODE INDANE DIVISIONAL OFFICE, INDIAN OIL CORPORATION  
LIMITED, II ND FLOOR, P.M.K. TOWERS, WAYANAD ROAD, CIVIL  
STATION P.O., KOZHIKODE, PIN - 673020
- 4 BHARAT PETROLEUM CORPORATION LTD  
REP BY ITS CHAIRMAN & MANAGING DIRECTOR BHARAT BHAVAN, 4&6  
CURRIMBOY ROAD, BALLARD ESTATE MUMBAI, PIN - 400001



WPC Nos.15265/2025 & 5556/2026

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2026:KER:20906

5 HINDUSTAN PETROLEUM CORPORATION LTD  
REP BY ITS CHAIRMAN & MANAGING DIRECTOR PETROLEUM HOUSE, 17,  
JAMSHEDJI TATA ROAD, MUMBAI, PIN - 400020

BY ADVS.  
SHRI.VISHNU J., CGC  
SHRI.M.GOPIKRISHNAN NAMBIAR  
SHRI.K.JOHN MATHAI  
SRI.JOSON MANAVALAN  
SRI.KURYAN THOMAS  
SHRI.PAULOSE C. ABRAHAM  
SHRI.RAJA KANNAN

THIS WRIT PETITION (CIVIL) HAVING BEEN FINALLY HEARD ON 04.03.2026,  
ALONG WITH WP(C).15265/2025, THE COURT ON 10.03.2026 THE SAME DAY DELIVERED  
THE FOLLOWING:



**CR**

**JUDGMENT**

**[W.P.(C) Nos.15265 of 2025 and 5556 of 2026]**

**Dated this the 10<sup>th</sup> day of March, 2026**

1. These two Writ Petitions are filed challenging the very same Policy Decision dated 21.02.2025 jointly taken by three Oil Marketing Companies on Customer Transfer for Market Restructuring of Liquefied Petroleum Gas (LPG) Distributorships. Hence, these Writ Petitions are disposed of by a common judgment. Since the pleadings are complete in W.P.(C) No.15265/2025, the said case is treated as the leading case, referring to the pleadings and documents of the said case.
2. Petitioner No.1 in W.P.(C) No.15265/2025 is a registered All India Association of LPG Distributors (Kerala Circle), who is having members granted with distributorship in the State of Kerala prior to Ext.P5 Unified Guidelines for Selection of LPG Distributorships, 2016 ('UGS' in short), issued by the Ministry of Petroleum and Natural Gas of the Government of India.



Petitioner No.2 is an individual LPG Distributor and is the General Secretary of Petitioner No.1. Petitioners Nos.3 to 14 are LPG Distributors conducting LPG distribution in various parts of the State of Kerala. The Petitioners Nos.2 to 14 are members of the Petitioner No.1 Association. Hereafter, the members of the Petitioner No.1 and Petitioners Nos.2 to 14 are collectively referred to as 'the Petitioners'. Originally, there were four Respondents at the time of filing the Writ Petition. The Respondent No.1 is the Union of India, and Respondent Nos.2 to 4 are three Oil Marketing Companies. Certain LPG Distributors got impleaded as Respondent Nos.5, 7 and 8. Another Association of LPG Distributors having members of the LPG Distributors in the State of Kerala who were granted distributorship after Ext.P5 UGS got itself impleaded as Respondent No.6. The members of the Respondent No.6 are the beneficiaries of the customer transfer from the members of the Petitioner No.1.



3. The Writ Petition is filed challenging mainly the aforesaid Policy Decision dated 21.02.2025, which is produced as Ext.P1. Incidentally, Exts.P8 and P8(A) E-mails proposing to hold customer transfer meeting are also challenged in the Writ Petition. The challenge against Ext.P1 is made mainly by contending that it is arbitrary, illegal, beyond the authority and ultra vires of Ext.P5 UGS, unconstitutional, and violative of the fundamental rights under Articles 14, 19(1)(g) & 300A of the Constitution of India.
4. Petitioner in W.P.(C) No.5556/2026 is an LPG Distributor who was awarded Distributorship prior to Ext.P5 UGS.
5. The Respondents Nos.2, 3 and 4 filed separate Counter Affidavits opposing the prayers and supporting Ext.P1 in W.P.(C) No.15265/2025. The Respondent No.6 also has filed Counter Affidavit supporting the Respondents Nos.2, 3 and 4.



Petitioner has filed Reply Affidavits to the Counter Affidavits filed by the Respondents Nos.2 and 4.

6. A brief historical background of this litigation is necessary for a proper appreciation of the contentions of the parties. Originally, there was no refill ceiling limit for the LPG Distributors. The Agreements between the Oil Marketing Companies and the Distributors did not contain any provision for refill ceiling limit. When there occurred a shortage of supply of LPG cylinders, the Oil Marketing Companies used to fix the refill ceiling limit for the Distributors from time to time. Later, when the Oil Marketing Companies could ensure sufficient supply and there was no shortage of supply, they did not insist to ensure the refill ceiling limit by the Distributors. Instead of that, they persuaded the Distributors to achieve the maximum number of customers to increase their business. This has led to the Distributors infusing higher capital, manpower, and infrastructure to meet the requirements of the customer and to ensure prompt supply of



LPG Cylinders which is an essential commodity. The Ministry of Petroleum and Natural Gas of the Government of India introduced Ext.P5 UGS in June 2016. Ext.P5 UGS is the Guidelines for selection of LPG Distributors and does not deal with customer transfer from one distributor to another for market restructuring. In Ext.P5 UGS, refill ceiling limits and feasibility refill sale limits per month were prescribed for different types of Distributor Area based on the population as per the 2011 Census. Ext.R2(e) dated 04.01.2018, Ext.R3(d) dated 10.01.2018 and Ext.R4(e) dated 09.01.2018 are the earlier Guidelines issued by the Respondents Nos.2 to 4 for customer transfer for market restructuring. The 2018 Customer Transfer Guidelines had two parts. Part A provided the guidelines for customer transfer from Pre-UGS Distributors and Part B provided the guidelines for customer transfer from Post-UGS Distributors. In Exts.R2(e), R3(d) and R4(e), separate refill ceiling limits and feasibility refill sale limits per month were



prescribed for Pre-UGS Distributors and Post-UGS Distributors. In Exts.R2(e), R3(d) and R4(e), refill ceiling limits and feasibility refill sale limits per month as per Ext.P5 UGS were adopted for post - Ext.P5 UGS Distributors and a lesser refill ceiling limits and feasibility refill sale limits per month were prescribed for pre-Ext.P5 Distributors. Exts.R2(e), R3(d) and R4(e) mandated that in no case shall the transfer of Distributor be brought below 75% of the market refill ceiling in the case of pre-Ext.P5 Distributors. Note (i) under Clause 2.4.1.1.1 of Ext.P5 UGS was amended by the Ministry of Petroleum and Natural Gas on 21.01.2025. The unamended Note (i) under Clause 2.4.1.1.1 provided that the proposed refill ceiling limits for LPG Distributors will be applicable for all the LPG Distributorships as defined above on a prospective basis and that the restructuring exercise for all the locations advertised prior to these guidelines will continue based on the pre-revised ceiling limits. It was substituted, providing that the above refill ceiling limits shall be applicable



for all LPG distributorships and that these ceiling limits shall also apply for the market restructuring exercise for which Oil Marketing Companies shall issue suitable restructuring policy from time to time. Immediately thereafter, Ext.P1 was issued on 21.02.2025 jointly by the Respondents Nos.2 to 4 in supersession of the earlier Exts.R2(e), R3(d) and R4(e). Ext.P1 is titled “Policy on Customer Transfer - Market Restructuring”. In Ext.P1, refill ceiling limits and feasibility refill sale limits per month as per Ext.P5 UGS were adopted for all the distributors for customer transfer. Ext.R2(e) was challenged before the Bombay High Court, and the Division Bench of the Bombay High Court quashed and set aside Ext.R2(e) in ***Shailaja R. Khanvilkar and Others v. Union of India and Others [Judgment dated 30.09.2019 in W.P. No.8753 of 2018]*** (Ext.P6). ***Vembanad Gas Agencies v. Union of India and Others [2021:KER:50239]*** is a decision rendered by a Division Bench of this Court in a Writ Appeal filed by one of the LPG Distributors who was selected prior to Ext.P5 UGS. The



Secretary of the Respondent No.6 got impleaded as Respondent No.4 and the Petitioner No.1 in W.P.(C) No.15265/2025 got impleaded as Respondent No.5 in the said Writ Appeal. Since all the parties urged this Court to give an authoritative pronouncement on the question of the right of the Oil Marketing Companies to transfer existing customers of one Distributor to another Distributor, this Court considered the matter. This Court disagreed with the view of the Bombay High Court in ***Shailaja R. Khanvilkar (supra)*** and followed the Division Bench decision of this Court in ***All India L.P.G. Distributors Federation v. Union of India [2003 (2) KLJ 451]*** and dismissed the Writ Appeal, upholding the rights of the Oil Marketing Companies to transfer the existing customers of one Distributor to another Distributor. ***Vembanad Gas Agencies (supra)*** arose from W.P.(C) No.10824/2016, and hence there was no challenge against the earlier Customer Transfer Guidelines of the year 2018 issued by the Respondent Nos.2 to 4. ***Vembanad Gas Agencies (supra)***



was followed by another Division Bench in ***K. Ashraf and Others v. The Bharat Petroleum Corporation Limited and Others [2022:KER:7302]*** and in ***Confederation of Consumer Vigilance Centre and Others v. Bharat Petroleum Corporation Ltd. and Others [2022:KER:50089]*** (Ext.P7). In ***K. Ashraf (supra)***, the challenge was against the 2018 Customer Transfer Guidelines. Challenge against ***Shailaja R. Khanvilkar (supra)*** of the Bombay High Court and ***Vembanad Gas Agencies (supra)*** of this Court has been pending consideration before the Hon'ble Supreme Court. When the said cases came up for hearing before the Hon'ble Supreme Court on 28.01.2025, the learned Solicitor General of India appearing for the Oil Marketing Companies submitted that perhaps the Hon'ble Supreme Court need not have to adjudicate those cases on merits as they are coming out with a new Policy and thus those cases were adjourned. It is thereafter that the Respondents Nos.2 to 4 have formulated Ext.P1 on 21.02.2025. Ext.P1 was challenged in different High Courts and it is seen



from Exts.P2 to P4 that the operation of Ext.P1 is kept in abeyance by the High Court of Andhra Pradesh, the High Court of Telangana, and the High Court of Bombay. This Court considered the interim prayer of the Petitioners to stay the operation and implementation of Ext.P1 and passed Order dated 10.04.2025 declining to grant the same, making it clear that the transfer of consumers based on Ext.P1 Policy would be subject to the result of the Writ Petition. The Petitioners filed W.A. No.776 of 2025 challenging the Interim Order dated 10.04.2025. W.A. No.776/2025 was disposed of as per Judgment dated 16.04.2025, staying the operation of Clause 2.4.1.1.1 Note (i) of Ext.P5 UGS. The Judgment dated 16.04.2025 in W.A. No.776/2025 was reviewed and set aside as per Order dated 18.12.2025 in Review Petition No.1729/2025, holding that the challenge in the Writ Petition was against Ext.P1, but what is stayed in the Judgment dated 16.04.2025 in W.A. No.776/2025 is Clause 2.4.1.1.1 Note (i) of



Ext.P5 UGS. Now W.A. No.776/2025 has been pending without any favourable order for the Petitioners.

7. I heard the learned Counsel for the Petitioners in both the Writ Petitions, Sri. Adarsh Kumar, learned Counsel for the Respondents Nos.2 to 4, Sri. M. Gopikrishnan Nambiar, and the learned Counsel for the Respondent No.6, Sri. Nirmal S.
8. Learned Counsel for the Petitioners contended that Ext.P1 Policy is liable to be set aside on various grounds. First of all, the guidelines for customer transfer could not be settled through a Policy. Ext.P1 could not be treated even as the Policy decision of Respondents Nos.2 to 4. Ext.P1 is signed only by the Chief General Managers of Respondents Nos.2 to 4. In order to bind Ext.P1 on the Respondents Nos.2 to 4, Ext.P1 is to be originated either from the Board of Directors of the Respondents Nos.2 to 4 or from any person duly authorised by the Board of Directors of the Respondents Nos.2 to 4. There is nothing on



record to prove that the Board of Directors of the Respondents Nos.2 to 4 have deliberated on the issue and have taken a decision. There is nothing on record to prove the delegation of powers to the Chief General Managers of the Respondents Nos.2 to 4 to take Ext.P1 Policy. Ext.P1 does not have permission from the Ministry of Petroleum and Natural Gas. There has been no circulation of the Policy as required under law. Though the Petitioners have raised specific grounds 'P, Q, R, S' in the Writ Petition in this regard, the same are not dealt with or answered in the Counter Affidavits of the Respondents Nos.2 to 4. Learned Counsel further contended that the Bombay High Court elaborately considered the grounds of challenge against the 2018 Customer Transfer Policy and quashed the same. This Court in *Vembanad Gas Agencies (supra)* considered only the questions of whether the Distributor is an agent of the Oil Marketing Company and whether the transfer of territory from one Distributor to another Distributor will amount to the



transfer of customers. The questions relating to the legitimate expectation of the Petitioners and the promissory estoppel on the part of the Oil Marketing Companies were not considered by this Court. It is a settled law that a judgment has precedential value only with respect to the issue decided and hence the decision in ***Vembanad Gas Agencies (supra)*** and the other two decisions of this Court following the decision in ***Vembanad Gas Agencies (supra)*** do not interdict this Court from considering the challenge against Ext.P1 Policy on grounds which are not considered in ***Vembanad Gas Agencies (supra)***. The learned Counsel invited my attention to Ext.P5 UGS and contended that it is applicable only from the date of Notification of those guidelines. Clause 21 of Ext.P5 specifically provides that the said Guidelines will be applicable for the advertisements released for the selection of LPG Distributors from the date of notification of the Guidelines and that the selection process of all such advertised locations prior to the notification of the said



Guidelines will be governed by the then prevailing guidelines and modalities advised to the field from time to time. The Policies for Customer Transfer are issued under Ext.P5 UGS. In such case, it could not be made applicable to the Distributors selected prior to the date of Ext.P5. It is true that an Amendment was made to Note (i) under Clause 2.4.1.1.1 that the refill ceiling limits shall be applicable to all LPG Distributors, modifying the existing clause that the refill ceiling limit will be applicable for LPG distributorship on a prospective basis. The said Amendment is to be ignored as it is against the other provisions of Ext.P5 UGS that it will be applicable only prospectively. The customer transfer is sought to be made as per Ext.P1 with reference to the refill ceiling limit in Ext.P5. The customer transfer based on the refill ceiling limit is unreasonable as the Respondents Nos.2 to 4 - Oil Marketing Companies never implemented the refill ceiling limit and openly permitted the Distributors to procure customers exceeding the refill ceiling



limit. The Petitioners could attain the customers through their effort and energy over the years. They continued to procure more and more customers, increasing the business of the Oil Marketing Companies on the legitimate expectation that they would be able to continue business with such a customer base forever. It is unreasonable to take away such customers from them for the purpose of attaining refill ceiling limit for new Distributors. It is, in a way, a penalty for the best performing Distributors. Petitioners have made all the infrastructure and other facilities, investing huge amounts to ensure a prompt supply of LPG Cylinders to their customers. If a substantial portion of their customers is taken away, the Petitioners will not be able to sustain with the remaining customers, keeping the existing infrastructure and other facilities made by the Petitioners, considering their existing number of customers. The action on the part of the Respondent Nos.2 to 4 is violative of Articles 14 and 19(1)(g) of the Constitution of India. Their action



is bad for violation of legitimate expectation of the Petitioners and promissory estoppel. Learned Counsel cited the decision of the Hon'ble Supreme Court in ***Delhi Development Authority and Another v. Joint Action Committee, Allottee of SFS Flats and Others [(2008) 2 SCC 672]*** to substantiate the point that an executive order termed as a policy is not beyond the pale of judicial review, and that a policy decision is subject to judicial review if the delegatee has acted beyond its power of delegation or if the executive policy is contrary to the statutory or a larger policy. Learned Counsel cited the decision of the Hon'ble Supreme Court in ***Gulf Goans Hotels Company Limited and Another v. Union of India and Others [(2014) 10 SCC 673]*** to substantiate the point that, in the absence of due authentication and promulgation, it could not be said that the law is notified and made public in order to bind the citizen. Learned Counsel relied on the decisions of the Hon'ble Supreme Court in ***N.K. Bajpai v. Union of India and Another [(2012) 4 SCC 653]*** and ***Ramlila Maidan Incident, In Re [(2012) 5 SCC 1]*** to



substantiate the point that no person can be divested of his fundamental rights and that they are incapable of being taken away or abridged and that all that the State can do, by exercise of its legislative power, is to regulate these rights by imposition of reasonable restrictions on them and that such restriction can be imposed only by or under the authority of law and it cannot be imposed by exercise of executive power without any law to back it up. Learned Counsel relied on the decision of the Hon'ble Supreme Court in ***Bharat Sanchar Nigam Limited and Another v. BPL Mobile Cellular Limited and Others [(2008) 13 SCC 597]***, in which it is held that a contract qua contract must be consensual; that it must meet the statutory requirements and reasons under the provisions of the Indian Contract Act; that when a contract is entered into by and between the parties, what is determinative is enforcement of the terms and conditions to be governed by the contract, subject, of course, to the application of the statute and statutory provisions; and that whereas a statutory contract



would be governed by a statute, other contracts would not. Learned Counsel cited the decision of the Hon'ble Supreme Court in ***Deepak Bajaj v. State of Maharashtra and Another [(2008) 16 SCC 14]*** to substantiate the point that the ratio of any decision must be understood in the background of the facts of that case and that a case is only an authority for what it actually decides and not what logically follows from it. Learned Counsel relied on the decision of the Hon'ble Supreme Court in ***ABL International Ltd. and Another v. Export Credit Guarantee Corporation of India Ltd. and Others [(2004) 3 SCC 553]*** to substantiate the point that in an appropriate case, the Writ Court has the jurisdiction to entertain a Writ Petition involving disputed questions of fact and there is no absolute bar for entertaining a Writ Petition even if the same arises out of a contractual obligation and/or involves some disputed questions of fact. Learned Counsel concluded his arguments, praying to allow the Writ Petition setting aside Ext.P1 Policy of the Respondents Nos.2 to 4.



9. The learned Counsel for the Respondents Nos.2 to 4 contended that in view of the Division Bench decision of this Court in ***Vembanad Gas Agencies (supra)*** and the two later decisions of the another Division Bench in ***K. Ashraf (supra)*** and ***Confederation of Consumer Vigilance Centre (supra)*** following ***Vembanad Gas Agencies (supra)***, the issue is well settled that the Oil Marketing Companies have the right to transfer their customers from one Distributor to another. The customers are the customers of the Oil Marketing Companies and are not the customers of the Distributors. Even though the Bombay High Court set aside the earlier 2018 Customer Transfer Guidelines, the same is considered and disagreed with by this Court in ***Vembanad Gas Agencies (supra)*** following an earlier Division Bench decision in ***All India L.P.G. Distributors Federation (supra)*** and upheld the right of the Oil Marketing Companies to transfer their customers. In view of the binding decisions of the Division Benches of this Court in ***Vembanad Gas Agencies (supra)***, ***K. Ashraf (supra)*** and ***Confederation***



**of Consumer Vigilance Centre (supra)**, there is no need to reconsider the issue by this Court. Learned counsel further contended in **Vembanad Gas Agencies (supra)**, this Court specifically found that the profit element or business efficacy is not the sole consideration in a public utility service; that the consumer's interest has primacy; that the customers are that of the Oil Marketing Company and the distributors sign Subscription Voucher on behalf of the company as an agent; that the business of distributorship is carried out by the Distributor as a principal without any vicarious liability cast on the company; and that the company definitely would have a supervisory role and any breach would entail penalties and sanctions from the company. Learned Counsel relied on the decision of this Court in **All India L.P.G. Distributors Federation (supra)**, which is followed in **Vembanad Gas Agencies (supra)**. Learned Counsel invited my attention to Ext.R2(d) offer for LPG Distributorship made by the Respondent No.2 to one of its Distributors to demonstrate the



terms and conditions of the LPG Distributorship Agreement. Ext.R2(d) specifically provided that the Distributor may be required to take over some of the existing customers also of other Distributors in his area of operation and he may be required to surrender some customers to other Distributors. Learned Counsel pointed out that Petitioner No.1 is a party to the decision in ***Vembanad Gas Agencies (supra)*** and hence all the findings in said decision are applicable to Petitioner No.1 and its members. Petitioners did not challenge the 2018 Guidelines for customer transfer. If the Ext.P1 Policy for customer transfer is quashed, the 2018 Guidelines for customer transfer will automatically come into play as the impugned Ext.P1 Policy is superseded by the earlier 2018 Guidelines for customer transfer. Learned Counsel invited my attention to Exts.R2(e), R3(d) and R4(e) Guidelines for customer transfer of the year 2018, which mandate that in no case the transfer of Distributor shall be brought below 75% of the market refill ceiling, whereas



in the impugned Ext.P1 it was increased to 100%. Thus, Ext.P1 is more beneficial to the Petitioners. Learned Counsel cited the decision of the Hon'ble Supreme Court in ***Directorate of Film Festivals and Others v. Gaurav Ashwin Jain and Others [(2007) 4 SCC 737]***, in which it is held that the scope of judicial review of governmental policy is now well defined; that Courts do not and cannot act as Appellate Authorities examining the correctness, suitability and appropriateness of a policy, nor are Courts Advisors to the executive on matters of policy which the executive is entitled to formulate; that the scope of judicial review when examining a policy of the Government is to check whether it violates the fundamental rights of the citizens or is opposed to the provisions of the Constitution, or opposed to any statutory provision or manifestly arbitrary; that Courts cannot interfere with policy either on the ground that it is erroneous or on the ground that a better, fairer or wiser alternative is available; and that legality of the policy, and not the wisdom or



soundness of the policy, is the subject of judicial review. The contention that Ext.P1 has no validity since it is signed by the Chief General Managers of the Respondents Nos.2 to 4 without any authority is thoroughly misconceived, as the said responsible Officers of the Respondents Nos.2 to 4 signed Ext.P1 representing them and the Respondents Nos.2 to 4 have never questioned the authority of those Officers in signing the same. The Respondents Nos.2 to 4 have filed Counter Affidavits raising contentions in support of Ext.P1, and in such case, it could not be assumed that the Chief General Managers of the Respondents Nos.2 to 4 signed Ext.P1 without any authority from them. Learned Counsel concluded his arguments praying to dismiss the Writ Petition following the decisions of this Court in *Vembanad Gas Agencies (supra)*, *K. Ashraf (supra)* and *Confederation of Consumer Vigilance Centre (supra)*.

10. Learned Counsel for the Respondent No.6 advanced arguments supporting the contentions of the learned Counsel



for the Respondents Nos.2 to 4. Learned Counsel for the Respondent No.6 further contended that the Petitioner No.1 cannot maintain a Writ Petition as an Association has no right to maintain a Writ Petition alleging violation of fundamental rights of its members. Learned Counsel invited my attention to the decisions of the Hon'ble Supreme Court in ***Mahinder Kumar Gupta and Others v. Union of India, Ministry of Petroleum and Natural Gas [(1995) 1 SCC 85]*** and ***Property Owners Association v. State of Maharashtra [2024 KLT OnLine 2648]*** and contended that in view of the unamended Article 31C of the Constitution of India, which is still in the statute book, no law giving effect to the policy of the State towards securing the principles specified in Clauses (b) or (c) of Article 39 shall be deemed to be void on the ground that it is inconsistent with or takes away or abridges any of the rights conferred by Articles 14 and 19. The Respondents Nos.2 to 4 formulated Ext.P1 Policy for securing the principles of Clauses (b) or (c) of Article 39, which provides that the State shall direct



its policy towards securing that the ownership and control of the material resources of the community are so distributed as best to subserve the common good and that the operation of the economic system does not result in the concentration of wealth and means of production to the common detriment. Ext.P1 Policy is issued to secure the objects stated in Articles 39(b) and 39(c). In view of Article 31C read with Articles 39(b) and 39(c), the contention of the Petitioners based on violation of Articles 14 and 19 is not available to them. Ext.P5 UGS only provides for the refill ceiling limits and does not deal with customer transfer from one distributor to another. Hence, Ext.P1 or the earlier 2018 Guidelines for customer transfer could not be said to be in violation of Ext.P5 UGS. The Respondents Nos.2 to 4 have every right to formulate guidelines for customer transfer independent of Ext.P5 UGS. Learned Counsel concluded his arguments praying to dismiss the Writ Petition.



11. I have considered the rival contentions and perused the documents on record with reference to the arguments addressed and precedents cited before me.
  
12. The first contention of the learned Counsel for the Petitioners is that Ext.P1 Policy does not have any validity as it is not taken by the Respondents Nos.2 to 4 - Oil Marketing Companies through their Board of Directors. The contention is that there is no authorization produced to show that the Chief General Managers, who are the signatories to Ext.P1, had authorization from Respondents Nos.2 to 4 - Oil Marketing Companies to take Ext.P1 policy decision. At the outset, I may say that even though Ext.P1 is titled as a 'Policy on Customer Transfer - Market Restructuring', it is not a mere Policy taken by the Respondents Nos.2 to 4. Ext.P1 contains the guidelines to be followed by the Respondents Nos.2 to 4 in the matter of customer transfer from one LPG Distributor to another LPG Distributor for market restructuring. Ext.P1 is signed by the responsible Officers of the



Respondents Nos.2 to 4. Applying the principles of Indoor Management, it is to be assumed that internal procedures have been properly followed by the Respondents Nos.2 to 4, in the absence of any proof to the contrary. It is not a case where the Respondents Nos.2 to 4 disown Ext.P1 or dispute the authority of the Officers who are signatories to Ext.P1. It could not be assumed that those Officers took a decision on their own volition without the knowledge and consent of the Respondents Nos.2 to 4. It is clear from the Order dated 28.01.2025 in SLP(C) No.2425/2020 arising from *Shailaja R. Khanvilkar (supra)* that a submission was made by the Solicitor General of India on behalf of the Oil Marketing Companies before the Supreme Court that they are coming out with a new Policy. The Petitioners have made the Oil Marketing Companies as Respondents Nos.2 to 4. They have received notices, appeared and filed Counter Affidavits supporting Ext.P1, and hence it could not be said that Ext.P1 is not the decision taken by the Respondents Nos.2 to 4.



Even assuming that the said decisions are taken by the employees of the Respondents Nos.2 to 4 without their authority, the Respondents Nos.2 to 4 have ratified the action of their employees by their subsequent conduct. Hence, the contention that Ext.P1 is a Policy which is not taken by the Respondents Nos.2 to 4 is unsustainable.

13. The next question is whether the Respondents Nos.2 to 4 have the right to transfer the customers of the Petitioner to other Distributors. This issue is dealt with by this Court in four Division Bench decisions, namely, ***All India L.P.G. Distributors Federation (supra)***, ***Vembanad Gas Agencies (supra)***, ***K. Ashraf (supra)*** and ***Confederation of Consumer Vigilance Centre (supra)***. The earlier decisions are followed in the later decisions. I am bound by those authoritative pronouncements.

14. In ***Vembanad Gas Agencies (supra)***, this Court has held that the contract of the subscriber/consumer is with the Oil Marketing



Company and the Distributor signs the Subscription Voucher on behalf of the Company, which makes it an agent, insofar as the public utility service of supply of LPG is concerned. LPG is an essential commodity. It is for the Oil Marketing Companies to ensure the prompt supply of LPG cylinders to its subscribers through their distribution system. In ***Vembanad Gas Agencies (supra)***, this Court emphasized the interest of the consumers in the matter of supply of LPG cylinders as against the profit element and business efficacy of the Distributors. It is the Oil Marketing Companies which have the expertise to design proper guidelines to ensure the prompt supply of LPG cylinders to protect the interests of the consumers. In ***Vembanad Gas Agencies (supra)***, the Division Bench of this Court followed an earlier Division Bench Decision in ***All India L.P.G. Distributors Federation (supra)*** holding that the appointment of additional distributors in an area, where there is a distributor appointed, resulting in reduction of consumers of the existing dealer,



cannot give rise to a valid challenge on the ground of arbitrariness or illegality. This principle squarely applies to the case on hand. Hence, I hold that it is legally permissible for the Oil Marketing Companies to formulate Policy/Guidelines for customer transfer from one Distributor to another Distributor. The Distributors who are affected by such customer transfer cannot challenge such Policy/Guidelines for customer transfer on the grounds of arbitrariness or illegality.

15. The attempt of the learned Counsel for the Petitioners is to persuade me to take a different view on the ground that this Court did not consider the questions of legitimate expectation and promissory estoppel, which are considered and upheld by the Division Bench of the Bombay High Court in ***Shailaja R. Khanvilkar (supra)***. The grounds for quashing the 2018 Guidelines for customer transfer in ***Shailaja R. Khanvilkar (supra)*** are (1) discrimination between Pre - UGS and Post - UGS Distributors giving better benefits for Post-UGS Distributors (2) Non-



Consultation with the Distributors, (3) Distributor is not an agent of the Oil Marketing Company and the customers belong to the Distributors, (4) Right to reduce area does not include the right to reduce customers, (5) The Distributors have legitimate expectation to continue with the customer base procured by them, (6) The Oil Marketing Companies cannot retract from their promise on the principle of promissory estoppel. While considering the question whether the Oil Marketing Company has a right to transfer customer from one distributor to another in ***Vembanad Gas Agencies (supra)***, the Division Bench of this Court considered the decision of the Division Bench of the Bombay High Court in ***Shailaja R. Khanvilkar (supra)*** and disagreed with the same. It is true that when one of the High Courts of the country sets aside any provision or order, it is applicable for the entire country so long as there are no other decisions of any other High Courts holding otherwise. If any other High Court decides otherwise, it is the decision of that High Court which would



prevail within the area of its jurisdiction. As far as the State of Kerala is concerned, it is the law laid down by this Court in ***All India L.P.G. Distributors Federation (supra), Vembanad Gas Agencies (supra), K. Ashraf (supra)*** and ***Confederation of Consumer Vigilance Centre (supra)*** that would prevail.

16. The contention of the Counsel for the Petitioners on the strength of the decision of the Hon'ble Supreme Court in ***Deepak Bajaj (supra)*** is that a case is only an authority for what it actually decides and not what logically follows from it. The argument is that ***Vembanad Gas Agencies (supra)*** is not an authority with respect to the questions of legitimate expectation and promissory estoppel which are considered and upheld by the Division Bench of the Bombay High Court in ***Shailaja R. Khanvilkar (supra)***. I am unable to accept the said argument. In ***Vembanad Gas Agencies (supra)***, the Division Bench of this Court has upheld the right of the Oil Marketing Company to transfer the customers from one Distributor to another. The decision upholding the right



of the Oil Marketing Company to transfer the customers from one distributor to another is what is actually decided by this Court in ***Vembanad Gas Agencies (supra)***. It is an authority with respect to the said legal proposition. Merely because some grounds were not raised or not considered in the said decision, the legal proposition laid down in ***Vembanad Gas Agencies (supra)*** could not be revisited on those grounds. The Petitioners were also parties to ***Vembanad Gas Agencies (supra)***; hence, they are barred from raising new grounds against the very same challenge on the grounds of constructive res judicata as well. In ***Confederation of Consumer Vigilance Centre (supra)***, this Court considered I.A. No.1/2022 in W.P.(C) No.22449/2022 filed by the Managing Partner of the Petitioner in ***Vembanad Gas Agencies (supra)*** for impleadment on the ground that the entire aspects and the law relating to porting were not brought to the notice of the Court and this Court dismissed the I.A. holding that the Petitioner has no locus standi or right to get himself impleaded



in the Writ Petition filed by a Consumer to implement the guidelines and orders issued by the Government of India and the Oil Marketing Companies. In the case at hand also, the Petitioners want to re-agitate the issue on the very same ground.

17. Even if it is permissible for the Petitioners to raise the grounds of legitimate expectation and promissory estoppel, the Petitioners are not entitled to succeed on those grounds. The rights and liabilities of the Petitioners and the Respondents Nos.2 to 4 are governed by the commercial contract entered into by them. In Ext.R2(d) Letter of Intent, there is a specific provision for the surrender of customers by the Distributor to other Distributors, when they are required for the same. In such case, the Petitioners could not have a legitimate expectation that they will be entitled to continue their distributorship with the customers procured by them throughout the subsistence of the Distributorship. The principle of promissory estoppel is that the



State and/or an instrumentality thereof shall not resile from a promise made by it earlier after a citizen has acted upon such promise. The Ministry of Petroleum and Natural Gas formulated Ext.P5 UGS fixing the refill ceiling limit. Admittedly, the Oil Marketing Companies have permitted the Distributors to procure customers crossing the refill ceiling limits and they have enjoyed the same for a considerable length of time. But such permission against Ext.P5 UGS could not be construed as a promise on the part of the Oil Marketing Companies to continue with the customers procured by them crossing the refill ceiling limits. Since there is a provision for refill ceiling limit in Ext.P5 UGS, the Distributors could have expected enforcement of the same at any time by the Oil Marketing Companies. There could not be any promise by the Oil Marketing Companies contrary to Ext.P5 UGS issued by the Ministry of Petroleum and Natural Gas. The first attempt of the Oil Marketing Companies for customer transfer was with Exts.R2(e), R3(d) and R4(e)



Guidelines of the year 2018. The Petitioners have not challenged it. The said Guidelines were a matter of challenge in ***K. Ashraf (supra)*** and this Court repelled the challenge. At any rate, there could not be any legitimate expectation after the dates of Exts.R2(e), R3(d) and R4(e) Guidelines of the year 2018. Hence, the Petitioners are not entitled to succeed on these two grounds also.

18. Another contention is that Ext.P1 is issued on the basis of Ext.P5 UGS, and hence it could not go beyond the scope of Ext.P5. The contention is that the application of Ext.P5 is prospective and hence Ext.P1 could not be made applicable to Distributors selected prior to Ext.P5 of the year 2016. Ext.P5 does not deal with Customer Transfer. Ext.P5 is the guidelines for selection of LPG Distributorship. When the Oil Marketing Companies formulated Exts.R2(e), R3(d) and R4(e) Guidelines of the year 2018, the refill ceiling limit mentioned in Ext.P5 was also made a relevant criteria to ensure a lower ceiling to the



donor Distributors. In Exts.R2(e), R3(d) and R4(e) Guidelines of the year 2018, it is provided that in no case shall the donor Distributor be brought below 75% of the refill ceiling limit. It is made to ensure a minimum customer base for the donor Distributor. Since it is permissible for the Oil Marketing Companies to effect customer transfer from one Distributor to another, the Oil Marketing Companies could have done it, even without reference to Ext.P5 or the refill ceiling limit. Merely because the refill ceiling limit in Ext.P5 is relied upon to ensure minimum customer base to the donor distributor, it could not be said that Ext.P1 is violative of Ext.P5.

19. As rightly pointed out by the Counsel for the Respondents Nos.2 to 4, the Petitioners did not challenge Exts.R2(e), R3(d) and R4(e) Guidelines of the year 2018. Ext.P1 is more beneficial to them as it provides that in no case shall the donor Distributor be brought below 100% of the refill ceiling limit. Thus, their customer base is ensured with reference to their refill ceiling



limit. The Customer Transfer as per Ext.P1 is made subject to the further condition that it should be limited till the viability limit is reached by the recipient Distributor. This is also beneficial to the donor Distributors. It would indicate that the Respondents Nos.2 to 4 have formulated Ext.P1 taking into account of the interests of the donor Distributors also. In Ext.P1, there is no discrimination between Pre-UGS Distributors and Post-UGS Distributors. Ext.P1 supersedes Exts.R2(e), R3(d) and R4(e) Guidelines of the year 2018. If Ext.P1 is quashed, Exts.R2(e), R3(d) and R4(e) Guidelines of the year 2018 will be applicable to the Petitioners, which would be more detrimental to the Petitioners. Hence, in the absence of a challenge against Exts.R2(e), R3(d) and R4(e) Guidelines of the year 2018 by the Petitioners, the Petitioners could not attempt to redress their grievances by maintaining the challenge against Ext.P1.

20. The rationale behind the marketing policy in a commercial contract is not a matter for this Court to consider, so long as the



same does not violate any of the fundamental rights of the affected parties. In *Mahinder Kumar Gupta (supra)*, the Hon'ble Supreme Court was concerned with the Guidelines for selection of dealership of petroleum products applicable for all categories, in which Clause (b) prescribed the ineligibility of persons if one of the persons mentioned therein already has a dealership. The Hon'ble Supreme Court held that the Preamble to the Constitution envisages the securing of economic and social justice to all its citizens; accorded equality of status and of opportunity assuring the dignity of the individual; that Article 39(b) postulates that the ownership and control of the material resources of the community are to be so distributed as to best to subserve the common good; that Clause (c) prevents concentration of wealth and means of production to the common detriment; that since the grant of dealership or distributorship of the petroleum products belongs to the Government largesse, the Government in its policy of granting the largesse have



prescribed the eligibility criteria; that production and distribution of the petroleum products are the exclusive monopoly of the State under Article 19(6) of the Constitution; that as a part of its policy of the distribution of its largesse Government have prescribed the eligibility criteria to the persons to obtain dealership for distribution of petroleum products; that the distribution of the largesse of the State is for the common good and to subserve the common good of as many persons as possible; that the guidelines are based on public policy to give effect to the constitutional creed of Part IV of the Indian Constitution and that there is no arbitrariness or unjustness in prescription of the guidelines for the eligibility criteria. When the case on hand is considered in view of the dictum laid down in ***Mahinder Kumar Gupta (supra)***, I am of the view that the impugned Ext.P1 is issued for ensuring that the ownership and control of the material resources of the community are distributed so as to best subserve the common good and to prevent concentration



of wealth and means of production to the common detriment, which principles are embodied in Clauses (b) and (c) of Article 39 of the Constitution of India.

21. In the Constitution Bench decision of the Hon'ble Supreme Court in *Property Owners Association (supra)*, one of the issues considered was "whether Article 31C (as upheld in *Kesavananda Bharati v. State of Kerala, [(1973) 4 SCC 225]*) survives in the Constitution after the amendment to the provision by the Forty - Second Amendment was struck down by the Hon'ble Supreme Court in *Minerva Mills Ltd. v. Union of India [AIR 1980 SC 1789]*. Article 31C was inserted into the Constitution by Section 3 of the Constitution (Twenty - Fifth Amendment) Act, 1971. Article 31C contained two parts: (1) Notwithstanding anything contained in Article 13, no law giving effect to the policy of the State towards securing the principles specified in clause (b) or clause (c) of Article 39 shall be deemed to be void on the ground that it is inconsistent with, or takes away or abridges any



of the rights conferred by Article 14, Article 19 or Article 31; and

(2) No law containing a declaration that it is for giving effect to such policy shall be called in question in any court on the ground that it does not give effect to such policy. In ***Kesavananda Bharati (supra)***, the Constitutional Bench of the Hon'ble Supreme Court struck down the latter part of Article 31C. By Section 4 of the Constitution (Forty-Second Amendment) Act, 1976, the words "*the principles specified in clause (b) or clause (c) of Article 39*" were replaced with the words "*all or any of the principles laid down in Part IV.*" The Constitutional Bench decision of the Hon'ble Supreme Court in ***Minerva Mills Ltd. (supra)*** invalidated Section 4 of the Constitution (Forty-Second Amendment) Act, 1976, amending Article 31C. The Hon'ble Supreme Court in ***Property Owners Association (supra)*** held that where an amendment substituting certain text with certain alternate text is invalidated, the effect is that the unamended text continues in force, and that Article 31C,



to the extent that it was upheld in ***Kesavananda Bharati (supra)***, remains in force.

22. Article 31C as it stands today, to the extent that it was upheld in ***Kesavananda Bharati (supra)***, is that notwithstanding anything contained in Article 13, no law giving effect to the policy of the State towards securing the principles specified in Clause (b) or Clause (c) of Article 39 shall be deemed to be void on the ground that it is inconsistent with, or takes away or abridges any of the rights conferred by Article 14 and Article 19. I have already found that the Respondents Nos.2 to 4 formulated Ext.P1 for securing the principles of Clauses (b) or (c) of Article 39. As rightly contended by the learned Counsel for the Respondent No.6, in view of Article 31C read with Articles 39(b) & 39(c), the contention of the Petitioners based on violation of Articles 14 and 19 is not available to them.



23. The question whether the Petitioner No.1 has the right to maintain the Writ Petition alleging violation of the fundamental rights of its members does not arise for consideration in this Writ Petition as some of its members are also parties to the Writ Petition as Petitioners Nos.2 to 14.
24. Before parting with the case, I may refer to one more contention of the Counsel for the Petitioners regarding the liability of the Petitioner No.1/Association in W.P.(C) No.15265 of 2025 to pay the court fee for its members. During the hearing of the case, the Counsel for the Respondents Nos.2 to 4 and 6 contended that in view of the decision of this Court in ***Maradu Market Traders' Association v. State of Kerala [2018 (3) KLT 212]***, the Petitioner No.1 has to pay court fee for each of its members. Taking note of the said decision, this Court passed Order dated 20.02.2026 granting 10 days' time to pay the balance court fee. Petitioner No.1 has thereafter paid the balance court fee of Rs.1,12,500/- for the total number of its members. When the case was taken



for consideration thereafter, Counsel for the Petitioners argued that in view of the decision of this Court in ***Association of LPG Distributors in Kerala, Ekm v. Indian Oil Corporation and Others [2021 (5) KHC 488]***, the Petitioner No.1 is not liable to pay court fee for its members and it is sufficient if the Petitioner No.1 pays a single court fee. The said argument is countered by the Counsel for the Respondents Nos.2 to 4, contending that the decision in ***Maradu Market Traders' Association (supra)*** is a Division Bench decision, whereas the decision in ***Association of LPG Distributors in Kerala, Ekm (supra)*** is a Single Bench decision. Learned Counsel also cited two Single Bench decisions of this Court in ***Kerala Electric Traders Association, Kochi and Others v. State of Kerala and Another [2010 (1) KHC 248]*** and ***Benno Jacob v. Union of India [2016:KER:32960]*** in support of his arguments. I am of the view that this contention of the Counsel for the Petitioners need not be considered in these cases, as the Petitioner No.1 has already paid the balance court fee in compliance with the Order



of this Court dated 20.02.2026. Nevertheless, this contention is left open for consideration in appropriate cases.

25. In view of the aforesaid discussion and findings, I am of the view that the Petitioners have not made out any ground or reason to interfere with Ext.P1 in these Writ Petitions. Accordingly, these Writ Petitions are dismissed.

sd/-

**M.A.ABDUL HAKHIM**

**JUDGE**

Jma/shg/Cak



APPENDIX OF WP(C) NO. 15265 OF 2025

PETITIONER EXHIBITS

- Exhibit P1 A TRUE COPY OF POLICY ON CUSTOMER TRANSFER - MARKET RESTRUCTURING DATED 21.2.2025
- Exhibit P1(A) A TRUE COPY OF THE LIST OF MEMBER LPG DISTRIBUTORS REGISTERED UNDER THE 1ST PETITIONER
- Exhibit P2 A TRUE COPY OF THE ORDER DATED 28-03-2025 PASSED BY THE HON'BLE HIGH COURT OF ANDHRA PRADESH AT AMARAVATI IN WP NOS. 8115/2025 AND 8070/2025
- Exhibit P3 A TRUE COPY OF THE ORDER DATED 02-04-2025 PASSED BY THE HON'BLE HIGH COURT FOR THE STATE OF TELENGANA AT HYDERABAD IN IA NO. 1/2025 IN WP NO. 8909/2025
- Exhibit P4 A TRUE COPY OF THE ORDER DATED 26-03-2025 IN WP(C) NOS.4116/2025, 4127/2025, 4151/2025 OF THE BOMBAY HIGH COURT
- Exhibit P4(A) A TRUE COPY OF FIR BEARING NO. 2/2025 DATED 15-03-2025 REGISTERED BY VIGILANCE AND ANTI-CORRUPTION BUREAU , SIU-1, THIRUVANANTHAPURAM
- Exhibit P5 A COPY OF THE UNIFIED SELECTION GUIDELINES, 2016 DATED 23-06-2016
- Exhibit P6 A TRUE COPY OF JUDGMENT DATED 30.9.2019 AS PASSED BY THE HON'BLE BOMBAY HIGH COURT IN WRIT PETITION NO. 8753 OF 2018
- Exhibit P7 A TRUE COPY OF THE JUDGMENT DATED 15-09-2022 IN WP(C) NOS.26014 & 27010 OF 2019 & 22449 OF 2022 PASSED BY A DIVISION BENCH OF THIS HON'BLE COURT
- Exhibit P8 A TRUE COPY OF THE EMAIL COMMUNICATION DATED 4-4-2025 ISSUED BY THE INDIAN OIL CORPORATION LTD. TO THE 2ND PETITIONER AND SUCH OTHER SIMILARLY PLACED DISTRIBUTORS UNDER THE 1ST PETITIONER
- Exhibit P8(A) A TRUE COPY OF THE EMAIL COMMUNICATION DATED 5-4-2025 ISSUED BY THE INDIAN OIL CORPORATION LTD. TO THE 5TH, 6TH AND SUCH OTHER SIMILARLY PLACED DISTRIBUTORS UNDER THE 1ST PETITIONER

RESPONDENT EXHIBITS

- Exhibit R2 (a) True copy of the LPG Distributorship agreement dated 14.03.1988 between the 2nd petitioner in the subject Writ Petition and the answering respondent, along with Amendatory letter dated 23.07.2014
- Exhibit R2 (b) True copy of the relevant pages of the LPG Manual,



- Version 2.0, April 2021 issued by the 2nd answering respondent, containing the relevant clauses
- Exhibit R2 (c) True copy of a sample Subscription Voucher dated 21.11.2024 issued to an LPG customer by the 2nd respondent
- Exhibit R2 (d) True copy of the Letter of Intent dated 24.09.1986 issued by the 2nd answering respondent to the 2nd petitioner in this writ petition
- Exhibit R2 (e) True copy of the Circular dated 04.1.2018 issued by the answering respondent
- Exhibit R3(a) A true copy of the LPG Distributorship agreement dated 04.11.2024 between one M/s. Pavitram Bharatgas Agency and the answering respondent
- Exhibit R3(b) A true copy of the pages of the LPG Manual, Version 2.0, April 2021 issued by the 3rd answering respondent, containing the relevant clauses
- Exhibit R3(c) A true copy of the Letter of Intent dated 12.06.2004 issued by the 3rd answering respondent to M/s Pavitram Bharatgas Agency
- Exhibit R3(d) A true copy of the Circular dated 10.1.2018 issued by the answering respondent
- Exhibit R4 (a) True copy of the LPG Dealership agreement dated 04.03.2024 between the 3rd petitioner in the subject Writ Petition and the answering respondent
- Exhibit R4 (b) True copy of the relevant pages of the LPG Manual, Version 2.0, April 2021 issued by the Oil Marketing Companies, containing the relevant clauses
- Exhibit R4 (c) True copy of a sample Subscription Voucher dated 26.09.2012 issued to an LPG customer by the 4th respondent
- Exhibit R4 (d) True copy of the Letter of Intent dated 18.03.2020 issued by the 4th answering respondent to one of its distributor
- Exhibit R4 (e) True copy of the Circular dated 09.01.2018 issued by the answering respondent
- Exhibit R6 (a) True copy of the Judgment in WA.1785/2019 dated 03-12-2021
- Exhibit R6 (b) True copy of the reply received by this respondent under the Right to Information Act dated 14-05-2025 issued by the Chief General Manager of the 4th respondent
- Exhibit R6 (c) True copy of the e-mail dated 21-04-2025 of the 2nd respondent to all of its distributors along with attachment



APPENDIX OF WP(C) NO. 5556 OF 2026

PETITIONER EXHIBITS

- Exhibit P1 A TRUE COPY OF LPG DISTRIBUTORSHIP AGREEMENT DATED 25-01-2002 ENTERED BETWEEN THE PETITIONER AND THE INDIAN OIL CORPORATION LTD.
- Exhibit P2 A TRUE COPY OF COMMUNICATION DATED 23-01-2026 ISSUED BY THE 3RD RESPONDENT TO THE PETITIONER
- Exhibit P3 A TRUE COPY OF CUSTOMER TRANSFER- MARKET RESTRUCTURING POLICY DATED 21-02-2025
- Exhibit P4 A TRUE COPY OF THE ORDER DATED 28-03-2025 PASSED BY THE HON'BLE HIGH COURT OF ANDHRA PRADESH AT AMARAVATI IN WP© NOS. 8115/2025 AND 8070/2025
- Exhibit P5 A TRUE COPY OF THE ORDER DATED 02-04-2025 PASSED BY THE HON'BLE HIGH COURT FOR THE STATE OF TELENGANA AT HYDERABAD IN IA NO. 1/2025 IN WP© NO. 8909/2025
- Exhibit P6 A TRUE COPY OF THE ORDER DATED 26-03-2025 IN WP(C) NOS.4116/2025, 4127/2025, 4151/2025
- Exhibit P6(A) A TRUE COPY OF INTERIM ORDER DATED 27-06-2025 OF THE HON'BLE HIGH COURT OF MADRAS IN W.A. NOS. 1587 AND 1588/2025 AND C.M.P NOS. 11925 AND 11923/2025
- Exhibit P7 TRUE COPY OF JUDGMENT DATED 30.9.2019 AS PASSED BY THE HON'BLE BOMBAY HIGH COURT IN WRIT PETITION NO. 8753 OF 2018
- Exhibit P8 A TRUE COPY OF THE JUDGMENT DATED 15-09-2022 IN WP(C) NOS.26014 & 27010 OF 2019 & 22449 OF 2022 PASSED BY A DIVISION BENCH OF THIS HON'BLE COURT
- Exhibit P9 A TRUE COPY OF THE UNIFIED SELECTION GUIDELINES-2016
- Exhibit P10 A TRUE COPY OF JUDGMENT DATED 16-04-2025 IN W.A. NO.776/2025 PASSED BY DIVISION BENCH OF THIS HON'BLE COURT
- Exhibit P11 A TRUE COPY OF JUDGMENT DATED 18-12-2025 IN RP NO. 1729/2025
- Exhibit P12 A TRUE COPY OF LETTER DATED 14-07-2025 ISSUED BY IOC LTD.
- Exhibit P13 A TRUE COPY OF LETTER DATED 06-03-2025 SENT BY THE PETITIONER TO THE HON'BLE MINISTER FOR STATE PETROLEUM AND NATURAL GAS AND TOURISM
- Exhibit P14 A TRUE COPY OF LETTER DATED 16-03-2025 SENT BY THE PETITIONER TO THE CHIEF GENERAL MANANAGER, IOC LTD