

GAHC010205172024



THE GAUhati HIGH COURT
(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)

Case No. : WP(C)/5100/2024

INTAJUR RAHMAN LASKAR
S/O- HARUN RASID LASKAR, PROPRIETOR, M/S SOUTHERN ASSAM
CYLINDER TESTING CENTRE, BORKHALA, R/O VILLAGE AND P.O-
JARAILTOLA, SILCHAR, DIST- CACHAR, ASSAM, PIN-788127

VERSUS

THE UNION OF INDIA AND 3 ORS
REP. BY THE MINISTRY OF PETROLEUM AND CHEMICAL , GOVT. OF
INDIA, NEW DELHI-01

2:THE REGIONAL MANAGER

INDIAN OIL CORPORATION LTD.
REGIONAL CONTRACT CELL
9TH FLOOR INDIAN OIL BHAVAN
2
KOLKATA-700068

WEST BENGAL

3:THE CHIEF PLANT MANAGER
INDANE BOTTLING PLANT
BORKHALA
P.O- JARAITOLA BAZAR
DIST- CACHAR
ASSAM
PIN-788127

4:M/S GOPANARI CYLINDER TESTING PLANT

BENGALI BALIJAN

P.O- MAMORANI VIA MAKUM
TINSUKIA-78617

Advocate for the Petitioner : MR. B PURKAYASTHA, J.P. BARUAH, MR. S SUTRADHAR

Advocate for the Respondent : DY.S.G.I., SC, I O C

BEFORE
HONOURABLE MR. JUSTICE MICHAEL ZOTHANKHUMA

ORDER

01.10.2024

Heard Mr. J. P. Baruah, learned counsel for the petitioner and Mr. M. K. Choudhury, learned counsel for the IOCL. Mr. S. K. Medhi, learned counsel appears for the respondent No. 1.

2. The petitioner's counsel submits that the petitioner and the respondent No. 4 had participated in the notice inviting e-Tender dated 07.12.2023, inviting electrical bids for operation of In-house Statutory Testing & Painting (ST&P) of 5/10 years due LPG cylinders and repainting of LPG Cylinders at LPG Bottling Plant, Silchar, Gopanari, Bongaigaon. The respondent No. 4 was allotted the tender work in terms of the NIT. After obtaining the result of the tender, the respondent No. 4 took money from the petitioner and deposited the money with the IOCL, vide letter dated 27.03.2024. The respondent No. 4 also entered into an agreement on 24.04.2024 with the petitioner, allowing him to execute the tender work, which had been allotted by the IOCL to the respondent No. 4.

3. The petitioner's counsel submits that in terms of Clause 16 of the Special Tender Conditions (Manpower) provided in the NIT, the petitioner can do the contract work on behalf of the respondent No. 4. He submits that though the

petitioner submitted a representation dated 23.09.2024 to the IOCL, with a request to allow him to start the execution of the work on the strength of the agreement executed between the petitioner and the respondent No. 4, the IOCL have not made any communication to the petitioner with regard to his representation dated 23.09.2024.

4. The petitioner's counsel submits that the limited prayer of the petitioner is that a direction should be issued to the IOCL to take a decision on the petitioner's representation dated 23.09.2024.

5. Mr. M. K. Choudhury, learned senior counsel for the IOCL submits that the petitioner has no locus-standi to file the writ petition. As such, he cannot be said to be an aggrieved person. Further, the contract having been given to the respondent No. 4, it is the respondent No. 4, who will have to ask for permission to start the contract work and not the petitioner.

6. At this stage, the petitioner's counsel prays that he may be allowed to withdraw the writ petition, with liberty to approach the appropriate forum.

7. The prayer of the petitioner's counsel is allowed.

8. Accordingly, the writ petition stands dismissed, with liberty to approach the appropriate forum.

JUDGE

Comparing Assistant