



2025:UHC:11575-DB

SL. No.	Date	Office Notes, reports, orders or proceedings or directions and Registrar's order with Signatures	COURT'S OR JUDGE'S ORDERS
			<u>WPMB/ 1119/ 2025</u> <u>Hon'ble Manoj Kumar Tiwari, J.</u> <u>Hon'ble Subhash Upadhyay, J.</u> 1. Ms. Menka Tripathi, learned counsel for the petitioner. 2. Mr. S.M.S. Mehta, learned Brief Holder for the State of Uttarakhand. 3. Mr. M.C. Kandpal, learned Senior Counsel assisted by Mr. N.S. Pundir, learned counsel for respondent nos. 1 & 2. 4. Hindustan Petroleum Corporation Ltd. has filed this writ petition, seeking the following reliefs:- (i) issue a writ, order or direction in the nature of certiorari quashing the Auction Notice/Tender dated 12.12.2024/13.12.2025 after summoning the same from the office of Respondent Authorities, herein annexed to this petition as Annexure No. 1. (ii) issue a writ, order or direction in the nature of mandamus commanding the Respondent Authorities to allow the Petitioner Corporation to establish and operate the Retail Fuel Outlet. 5. It is contended that retail outlet could not be set-up by petitioner, as the land was not permitted to be used for commercial purpose. It is contended that Uttarakhand Agricultural Produce Marketing Board applied for change of land use and after seeking permission from the Competent Authority, now tenders are being invited for establishing



			retail outlet for petroleum products from interested persons. 6. Petitioner contends that Uttarakhand Agricultural Produce Marketing Board is acting illegally and therefore, auction notice dated 12/13.12.2025 deserves to be quashed. 7. Learned counsel appearing for respondent no. 1, however, submits that petitioner has not paid even a single penny to his client in terms of agreement he relies upon. He submits that if any prejudice is caused to petitioner, then he can approach the Competent Civil Court; public law remedy cannot be used for enforcing civil or contractual rights; the claim of petitioner is based on an agreement allegedly entered into with respondent no. 1 and whatever right, petitioner is claiming, have its origin in that contract. 8. This Court finds substance in the submission made by learned counsel for the respondents. Respondent no. 1 is owner of the property so it can decide the purpose for which the property is to be used. Merely because an agreement was entered into between respondent no. 1 and petitioner, will not entitle the petitioner to question the tender process, now initiated by respondent no. 1, especially when petitioner has not paid even a single penny to respondent no. 1 in terms of said agreement. 9. Petitioner could not set up retail outlet as the land was earmarked as Greenbelt. Now the land use is reportedly changed, therefore, respondent no. 1 cannot be prevented from conferring right upon any interested
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			person for setting up a retail outlet for petroleum product. If petitioner is in any manner aggrieved, then he can approach the Competent Civil Court for enforcing his contractual rights. 10. With the aforesaid observations, the writ petition stands disposed of. (Subhash Upadhyay, J.) (Manoj Kumar Tiwari, J.) 24.12.2025 <i>Aswal</i> NITI RAJ SINGH ASWAL
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