

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.8573 of 2017

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Smt. Munmun Bharti, Wife of Sri Vivek Kumar, R/o Karma Road, Jay Prakash Nagar, P.O./P.S. Aurangabad, District-Aurangabad, Bihar.

.... Petitioner.

Versus

1. The Bharat Petroleum Corporation Limited Through Its Managing Director, Bharat Bhawan, 4 & 6 Currimlhoy Road, Ballard Estate, P.B. No. 688, Mumbai-400001.
2. The Managing Director, Bharat Bhawan, 4 & 6 Currinlhoy Road, Ballard Estate, P.B. No. 688, Mumbai-400001
3. The General Manager, Retail Head (East) Plot no. 31, Bharat Bhawan, PGM Shah Road, Golfgreen Kolkata-700095
4. Territory Manager (Retail) Bharat, Petroleum Corporation Ltd. Pakri Via Anishabad, Patna-820002

.... Respondents

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Appearance :

For the Petitioner : Mr. Ram Chandra Prasad Bharti, Adv.
For the Respondents : Mr. Sanjay Singh, Adv.

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CORAM: HONOURABLE MR. JUSTICE VIKASH JAIN

ORAL JUDGMENT

Date: 04-07-2018

Heard learned counsel for the petitioner as well as learned counsel for the respondents.

2. The present writ petition has been filed for the following reliefs:

- (i) For issuance of writ of certiorari for quashing the letter having Ref No. 300003411/01 dated 11-04-2017 issued under the signature of Territory Manager (Retail) Patna, Bharat Petroleum Corporation Ltd. whereby and whereunder it was informed to the petitioner that he has been disqualified from the subject NRO location.
- (ii) For issuance of writ of mandamus commanding the



respondent to consider the application of the petitioner for the award of Retail outlet (RO) Dealership at within 2 KMs bare on SH-14, District-Kaimur, Bihar under SCCC Corpus category Advertised on 19-10-2014 in Hindustan Times of India Newspaper.

(iii) For the other reliefs for which the petitioner is found entitled to in the facts and circumstances of the case.

3. Learned counsel for the petitioner submits that after her selection the respondents acted arbitrarily in issuing impugned letter dated 11.04.2017 informing the petitioner that she has been disqualified with respect to her application for award of retail outlet dealership. It is submitted that the land, offered by her, was no doubt taken on lease and was under mortgage by the owner to the Punjab National Bank, which was however cleared and no dues certificate dated 14.12.2015 was duly produced before the respondents.

4. Learned Counsel for the respondents-Corporation on the otherhand, referring to the Counter Affidavit, submits that the petitioner was required to offer land, which was available with the applicant as on the date of affidavit, in terms of the brochure for selection of dealers. It is not in dispute that the petitioner had obtained the land on lease and had offered the same while the said land was still under mortgage by its owner to the Punjab National Bank. The petitioner filed her application on 09.12.2014 with the requisite affidavit but on that date, the land was still under mortgage with the condition that such land could not be leased out to any person without prior written consent from the bank. No such written consent from the Bank was admittedly produced by the petitioner.



5. Having heard the parties and on consideration of pleadings on record, this Court finds the writ petition to be devoid of merit. The stand of the respondents that prior written consent of the Bank, had not been produced by the petitioner in respect of the land taken on lease by the petitioner, has not been controverted. By letter dated 11.04.2017 (Annexure-6) the respondents-Corporation recorded that by its earlier letter dated 01.09.2016, the petitioner was advised to produce such consent, but the petitioner failed to comply. It is therefore, apparent that the terms of the brochure as contained in Clause 4(vi) was not complied with by the petitioner. In such circumstances no relief can be granted.

6. The writ petition stands dismissed.

(Vikash Jain, J)

A.K.V./Chandran-

AFR/NAFR	
CAV DATE	NA
Uploading Date	05.07.2018
Transmission Date	

