

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.3409 of 2019

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Sima Roy alias Shima Roy alias Seema Roy aged about 22 years, Female,
W/o Santosh Kumar Roy Resident of Village-Devotter Birnia,P.O. Sameshar
Hat, P.S. Bahadurganj, Dist.- Kishanganj.

... .. Petitioner

Versus

1. Bharat Petroleum Corporation Ltd. through the Managing Director,
Narayanpur, Near Anant Railway Station, Village- Sherpur, P.O. M.I.C.
Bela, Muzaffarpur-842005 (Bihar)
2. The Managing Director, Bharat Petroleum Corporation Ltd.
Narayanpur,Near Anant Railway Station, Village-Sherpur,P.O. M.I.C.
Bela,Muzaffarpur-842005 (Bihar)
3. The Territory Manager (L.P.G.), Muzaffarpur, Narayanpur, Near Anant
Railway Station, Village- Sherpur, P.O. M.I.C. Bela, Muzaffarpur- 842005
(Bihar)

... .. Respondents

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Appearance :

For the Petitioner/s : Mr.Md. Qumrul Hoda, Advocate
For the Respondent/s : Mr.Sanjay Singh, Advocate

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CORAM: HONOURABLE MR. JUSTICE RAJEEV RANJAN PRASAD
ORAL ORDER

2 28-06-2019 Heard learned counsel for the petitioner and learned

counsel representing the Bharat Petroleum Corporation Limited

and it's authorities.

Petitioner in the present case is aggrieved by and
dissatisfied with the communication dated 10.12.2018 as
contained in Annexure '11' to the writ application by which he
has been informed that his candidature for L.P.G.
Distributorship has been rejected and the amount of field
verification fee of Rs. 20,000/- deposited with the respondent
no. 1 Corporation stands forfeited in term of Clause No. 26 of
Brochure on unified guidelines for selection of LPG Distributors



Sheheri Vitrak, Urban Vitrak, Gramin Vitrak and Durgam Kshetriya Vitrak June 2017.

Learned counsel for the petitioner submits that Jainul Awedin who was the lessor of the land in question had rightly offered his share of the land measuring area 14 decimals by executing the lease deed as contained in Annexure '3' to the writ application but the same has been rejected saying that the land offered for the godown and showroom which was leased by the lessor was in the joint ownership of Jehuruddin, Naeemuddin, Jiauddin & Mainuddin.

Learned counsel submits that no doubt the mutation of the land was not separately done in the name of the lessor but the fact remains that he was entitled for 14 decimals of land of which he had executed the registered lease deed, therefore it would not be correct to say that the ownership of the said land was in question or that the lessor was not having ownership of the said piece of land. It is submitted that if one opportunity is granted to the petitioner he may get the land mutated in his name.

On the other hand, Mr. Sanjay Singh, learned counsel representing the respondents submits that on the face of the admission of the petitioner that he was not having mutation of



the land in his name, it can be safely held that the lessor was not having a defined share of land in his name and therefore he was not entitled to execute the registered lease deed in respect of undefined share.

It is submitted that if the lessor was enjoying the ownership together with other family members and there was no demarcation of the land in exclusive possession of the lessor, the respondent authorities have rightly taken a view that the land offered does not confirm the conditions stipulated in the guidelines. It is submitted that the impugned communication also contains a recital that the petitioner was given an opportunity to produce registered rectification/confirmation deed but the same was not produced within the given time.

Having heard learned counsel for the parties and on perusal of the records, this court is unable to find any infirmity or illegality in the impugned communication. It is an admitted position that the lessor who had executed the registered lease deed of the 14 decimals of land was not having a separate mutation of the said piece of land in his name rather the rent receipt available on the record as Annexure '10' to the writ application shows the name of all the co-sharers. In view of what transpired from the rent receipt showing name of more



than one persons, it cannot be said that the respondent no. 1 Corporation has committed any wrong in taking a view that the lease deed was not in accordance with the guidelines. The petitioner has also not controverted the fact stated in the impugned communication that despite opportunity granted to her she had failed to produce the registered rectification/confirmation deed within the prescribed period.

In the facts and circumstances of the case, this court is not willing to exercise it's writ jurisdiction. This writ application is dismissed.

(Rajeev Ranjan Prasad, J)

Rajeev/-

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