

25-01-2022
ct no. 13
Sl.11
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WPA 35 of 2022
Murshida Khatun
Versus
Hindustan Petroleum Corporation Limited & Ors.

(Via Video Conference)

Mr. Dibyendu Chatterjee,
Mr. Tirthankar Das
...for the petitioner

Mr. Prasun Mukherjee,
Mr. Deepak Agarwal
...for the HPCL

Mr. Shibasis Chatterjee,
Mr. Rwitendra Banerjee
...for the private respondent no.5

Ms. Mary Datta
...for the Union of India

The writ petitioner is aggrieved by a communication dated December 22, 2021 issued by the Hindustan Petroleum Corporation Limited.

In the process of selection of dealers for Regular and Rural Retail LPG Outlets, the petitioner participated and was placed at Group-I category, i.e., category of land owners who have offered land for setting up outlets, along with the power to sub-lease the same.

The second category-II comprised in those, who have firm offers for such land along with the sub-lease.

The third category for those persons who are otherwise qualified to apply for such dealership but did not offer any land as such.

The writ petitioner applied under the third category. Due to inadvertence, one Ruhul Amin Shaikh (petitioner in WPA 18550 of 2021 of 2021), who offered land in his name, was inadvertently shifted from Group-I to Group-III category, although he had applied offering specific land albeit without right to sublease. Such persons are normally allowed 21 days to clarify or rectify their position on the question of sublease. Such opportunity was also not given to the said Ruhul Amin Shaikh.

Having realized their mistake, the HPCL sought to rectify itself and offer the said Ruhul Amin Shaikh an opportunity to produce its lease deed with an option to sub-lease the same. It appears that the said Ruhul Amin Shaikh has so produced the lease deed with an option to sub-lease.

The petitioner's grievance that any special consideration has been afforded to the said Ruhul Amin Shaikh, therefore, cannot be sustained in these facts.

Issuance of the communication dated June 14, 2019 cannot also, therefore, confer any right to the petitioner since the same arose out of a mistake and admittedly, no *Letter of Intent* has yet been

issued either to the said Ruhul Amin Shaikh or any person.

The petitioner still has an opportunity to produce a lease deed and/or a firm offers to that effect, to entitle her to participate in the said tendering process.

In that view of the matter, this Court does not see any infirmity on the part of the HPCL. The petitioner as well as the said Ruhul Amin Shaikh, shall be afforded every opportunity under the aforesaid NIT, to offer land and a suitable decision may be taken by the HPCL in accordance with its applicable Rules and Brochures.

With the aforesaid observations, the writ petition is disposed of.

There shall be no order as to costs.

All parties shall act on the server copy of this order duly downloaded from the official website of this Court.

(Rajasekhar Mantha, J.)