

Form No. J(2)

IN THE HIGH COURT AT CALCUTTA
Constitutional Writ Jurisdiction
Appellate Side

Present:
The Hon'ble Justice Jay Sengupta

W.P.A. 20818 of 2022

Asish Mandal
Vs.
Union of India & Ors.

For the petitioner	Mr. Tapan Kumar Sinha Mr. Arunava Pati
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For the respondent nos. 2 to 5	Mr. Biswanath Chatterjee Mr. Sobhan Kumar Pathak
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Heard on : 21.09.2022.

Judgment on : 21.09.2022.

Jay Sengupta, J.

This is an application seeking direction upon the respondent no.5 to recall, revoke or rescind the order being Ref. No. 15449492621674 dated 31st May, 2022.

Affidavit of service filed on behalf of the petitioner is taken on record.

Learned counsel appearing on behalf of the petitioner submits as follows. In 2018, an advertisement was published for selection of dealership for grant of Retail Outlet Dealership. The petitioner made an application for obtaining such dealership. In 2019, the petitioner executed a lease deed. The petitioner had to approach this Court for certain reliefs. Thereafter, the petitioner received a letter from the Head of Regional Office, Durgapur Retail Regional Office, HPCL on 13.07.2021. However, by the impugned letter, the petitioner was intimated that his application was rejected as the land offered by him was not found suitable. It was further stated that the offer of land was not commensurate with the NHAI guidelines. An intersection road with paved concrete of more than 3 metre width and length more than 300 metre and within 300 metre from the offered plot. It was further stated therein that in case the petitioner had any grievance against the rejection, he could make a representation within 10 days from the date of receipt of this letter. The petitioner did make a representation which also evoked a similar response. One Barnali Mondal with similar land near an intersection road was, however, granted such dealership. This violates Article 14 of the Constitution of India. Intersection road would essentially mean that two roads cut across each other and each go beyond the other.

Learned counsel appearing on behalf of the Oil Companies submits as follows. The NHAI guidelines are mandatory and no dealership can be granted in violation of the same. Besides, an intersection road does not necessary mean that the two roads should cross each other in a fashion that one goes beyond the other. Intersection can fairly happen if one road reaches the other road or connects it. The petitioner has not produced any document to show that one Barnali Mondal was granted dealership in violation of the NHAI guidelines. She has not even been made a party in this writ petition.

I have heard the submissions of the learned counsels appearing on behalf of the parties and have perused the writ petition.

First, an intersection road would not necessarily mean that the two roads should cross each other and proceed beyond the other. It is sufficient if a road cuts or connects the other road at a particular point.

The respondents had categorically stated that the land offered by the petitioner did not conform to the NHAI guidelines. That is why the dealership applied for could not be granted.

After the petitioner made another representation in respect of the rejection, the same was taken into consideration and a more detailed reasoning was provided.

Although the petitioner has claimed that one Barnali Mondal was granted dealership in spite of violation of the NHAI guidelines, there is no document produced in support of the same. The said Barnali Mondal was also not made a party in this writ petition. In any event, if a wrong is committed in another case, the same should not be repeated here or else, the respondents would become otherwise liable for violation of the guidelines.

It is another thing that the petitioner or any other person may be interested in taking up the issue of purported wrong allotment of dealership in alleged violation of the NHAI guidelines before an appropriate forum.

In view of the above, I do not find any merit in the writ petition.

Accordingly, the same is dismissed.

There shall be no order as to costs.

Urgent photostat certified copies of this order may be delivered to the learned Advocates for the parties, if applied for, upon compliance of all formalities.

(Jay Sengupta, J.)

