

IN THE HIGH COURT OF ORISSA AT CUTTACK

W.P.(C) No. 6801 OF 2022

***Hindustan Petroleum Corporation Ltd.,
Mumbai and another***

Petitioners

Mr. S.P. Mishra, Senior Advocate
being assisted by
Mr. S. Patnaik, Advocate

-versus-

***Additional District Magistrate,
Phulbani and others***

.... Opp. Parties

Mr. Gyanaloka Mohanty, Advocate

**CORAM:
JUSTICE K.R. MOHAPATRA**

**ORDER
27.04.2022**

Order No.

I.A. No.4645 of 2022

- 5.
1. This matter is taken up through hybrid mode.
 2. This is an application for modification of the order dated 17th March, 2022 by which the writ petition was disposed of.
 3. Mr. Mishra, learned Senior Advocate appearing for the Petitioners submits that the writ petition was filed by Hindustan Petroleum Corporation Ltd., assailing the order dated 4th March, 2022 (Annexure-7) passed by the Sub-Collector, Kandhamal, Phulbani-Opposite Party No.2 in R.M.C. No.01 of 2017 and also the proceedings dated 10th March, 2022 (Annexure-10) in taking over possession of the land in question pursuant to the said order.
 4. This Court considering the submission of learned counsel for the parties disposed of the writ petition vide order dated 17th March, 2022 directing as under:

“In that view of the matter, this Court disposed of the writ petition with a direction that the Petitioner-Company shall remove the petroleum products, machineries, instruments, fittings and fixtures etc. from the case land by 7.00 P.M of 10th April, 2022. The Opposite

Parties are directed not to create any hindrance for smooth removal of the same from the case land. If the Petitioner-Company fails to remove the petroleum products, machineries, instrument, fittings and fixtures etc. by the date and time, as aforesaid, the authorities under the Regulations will be at liberty to take action in accordance with law to take over possession of the land in question.”

5. After disposal of the writ petition, certain developments have taken place. On negotiation, Opposite Party No.4-Mithila Kanhar agreed to lease out the property in question in favour of the Petitioners to run the retail outlet at Pipalmal in the district of Kandhamal on terms and conditions to be settled. Accordingly, she wrote a letter to the Deputy General Manager, HPCL Retail Regional Office, Sambalpur on 4th April, 2022 stating that she is the owner of Plot Nos.168,171,169,172 and 170 of Khata No.68/49 of mouza Pitabari of Phulbani Tahasil on which the ad hoc outlet was running since 2015. She offered the land to be utilized as such at a monthly rent of Rs.95,000/- w.e.f. 2015. On further negotiation, she wrote another letter to the Petitioners on 20th April, 2022 (Annexure-13) stating as under:

“As per your above said request letter, our original offer and negotiation meeting at your Bhubaneswar Regional Office on 20th April, 2022, I offer a final revised offer for the above land at a monthly rent of Rs.70,000.00 per month with escalation of 10% every 5 years. Revised Lease Rental shall be effective from date of signing lease. The lease term will be for 30 years.

I accept the payment of Lease Rental @ Rs.1000 per month as per earlier lease for the interim period till the fresh lease is signed.

I shall apply & obtain necessary permission from Sub-Collector as per Land Regulation to give the land on lease to HPCL.

I also agree to allow HPCL, to keep its assets like pump, tank, sales building, canopy, RVI etc. till permission is obtained and fresh lease is signed.

Hence, I request you to kindly consider my offer for rental to the above mentioned amount.”

6. In view of the above, Mr. Mishra, learned Senior Advocate submits that the order dated 17th March, 2022 requires modification for the interest of justice by directing the Opposite Party No.4 to lease out the property in favour of the Petitioners on the terms and conditions to be agreed upon between the parties.

7. Mr. Mohanty, learned counsel for Opposite Party No.4 (land owner) does not dispute the aforesaid factual position. He further submits that the terms and conditions for leasing out the property in favour of the Petitioners should be finalized and the lease/rent deed should be executed at the earliest for the interest of justice and to prevent harassment to the Opposite Party No.4.

8. Mr. Mishra, learned Senior Advocate submits that he has no objection to the same, if a reasonable time is fixed for leasing out the property in favour of the Petitioners on the terms and conditions to be agreed between the parties.

9. In that view of the matter, the I.A. is disposed of with a direction that the negotiation between the Deputy General Manager of the Petitioners and Opposite Party No.4 shall be completed within a period of three months from today and required deed shall be executed within that period by observing necessary formalities. Till completion of the aforesaid exercise, the Opposite Party No.4 shall not insist upon removal of petroleum products, machineries, instruments, fittings and fixtures etc. from the land in question.

Urgent certified copy of this order be granted on proper application.

(K.R. Mohapatra)
Judge