

**IN THE HIGH COURT AT CALCUTTA
CONSTITUTIONAL WRIT JURISDICTION
APPELLATE SIDE**

Present:

The Hon'ble Justice Jay Sengupta

WPA 8832 of 2015

Ruma Tokdar

Vs

Union of India and others

For the petitioner

: Mr. Debabrata Acharyya
Mr. Sital Samanta

.....Advocates

For the IOCL

: Mr. Manawendra Singh Yadav
Ms. Saswati Chatterjee
Ms. Satabdi Naskar (Kundu)

.....Advocates

Heard lastly on

: 07.01.2025

Judgment on

: 02.04.2025

Jay Sengupta, J:

1. This is an application filed by the petitioner challenging an order dated 06.03.2015 passed by the General Manager (LPG), Raghunathpur, District- Dakshin Dinajpur and for allowing the candidature of the petitioner

to commence the business of LPG Distributorship at Balurghat, Raghunathpur, Dakshin Dinajpur in terms of the advertisement published on 26.09.2007 in the Ananda Bazar Patrika, Siliguri.

2. Learned counsel for the petitioner submitted as follows. In response to an advertisement, on 07.11.2007 the petitioner applied for LPG Distributorship at the place mentioned hereinabove. At the time of making application, the petitioner offered land for godown as in serial no. 13A 1. The husband of the petitioner was the owner of the land. The offered land satisfied the minimum dimensions of plot and the said land was freely accessible through all weather. There was no overhead power transmission and telephone line, no canal, drainage passed through the plot. The application was as member of "family Unit". Following that mandate, the petitioner offered land owned by the husband of the petitioner. In serial no. 13A1, it was described that suitable land for construction of godown should be offered even in the name of member of the family Unit and supporting documents were to be provided at the time of verification. The date in respect of agreement of the land was to be before or on the date of application. The husband of the petitioner owned a part of the land and the elder brother of husband owned half part of the land adjoining each other. The husband and his elder brother reached a family settlement in respect of the entire land. The said family settlement was reached on 01.11.2007. On the basis of the said family settlement, the husband of the petitioner became the owner in respect of the entire land, which was offered by the petitioner for LPG Storage Godown. On the basis of the family settlement an

application was made to the BL & LRO, Balurghat, Dakshin Dinajpur for recording name of the husband of the petitioner as an owner of the land offered by the petitioner for LPG godown. The application was made on 02.11.2007. The BL & LRO, Balurghat, Dakshin Dinajpur accepted the unregistered family arrangement deed made on 02.11.2007 and recorded the name of the husband of the petitioner (Ranatosh Tokdar) as recorded owner of the land. On 26.02.2009 and 27.02.2009, an interview was held by a Committee comprising of three members of the Indian Oil Corporation Limited. The petitioner stood second and one Sudipta Choudhury stood first. A complaint was lodged by the petitioner against the said Sudipta Choudhury about the land offered for godown being "Barga land". Accordingly, a writ application being W.P. No. 8521 (W) of 2009 was preferred by the present petitioner before this Court. The said writ application was disposed of by this Court directing the Indian Oil Corporation Ltd., to hold enquiry against Sudipta Choudhury. After enquiry, the Indian Oil Corporation Ltd. found that the land offered for godown was recorded as under barga occupation. Accordingly, Sudipta Choudhury was de-empanelled. Challenging the order of de-empanelment, a writ application being W.P. No. 13886 (W) of 2010 was preferred before this Court by Sudipta Choudhury. On 22.12.2011, the Marketing Division, Indian Oil Corporation Ltd., issued "Letter of Intent" (LOI) in the name of the petitioner for LPG Distributorship at location Balurghat, Raghunathpur. In the said LOI there were certain conditions to get license from statutory authorities, for construction of godown, making showroom and depositing Rs.

5,00,000/-, which was also deposited. However, Sudipta Choudhury filed another writ application being W.P. No. 20771 (W) of 2011 challenging the order issuance of LOI in the name of the petitioner. Both writ application W.P. No. 13886 (W) of 2010 and W.P. No. 20881 (W) of 2011 were heard by this Court. An order was passed on 24.07.2014. This Court held that the candidature of Sudipta Choudhury for distributorship was to be considered as rejected. However, there was a direction upon respondent no. 2 to consider the enquiry report and objection thereto and take a reasoned decision and also if the land was found suitable in terms of the advertisement and the provision for aforesaid brochure, it would be open to proceed to issue Letter of Intent in favour of petitioner, being respondent no. 5 of the writ petition. Suitability of land was described in serial 13A of the application. "The land should be suitable, as contiguous plot, freely accessible through all weather motorable approach road, the plot should be free from overhead power transmission and telephone lines. Pipe lines/cannels/drainage/Nullahs/Public roads should not pass through the plot." The land offered for godown for storage of LPG Cylinders was absolutely suitable having free accessible. Moreover, at the time of giving LOI the authority of Indian Oil Corporation Ltd. issued a letter dated 22.12.2011. In the said letter, consideration of the Indian Oil Corporation Ltd. for LPG godown was described as, "LPG godown- in the application you have stated that you are in possession of a suitable land for construction of LPG Godown. The same also been considered while evaluating your candidature during the interview for allotment of Indane Distributorship.

You are required to construct godown on the same land after obtaining necessary statutory approvals, for storing LPG Cylinders. If you failed to construct the LPG storage godown on the same site as mentioned in the application this offer will stand withdrawn". Hence, the assessment and giving marks in respect of godown was 25 out of 25 on the basis of the suitability of land. Within the time framed as in the Letter of Intent, the structure of godown was made ready and necessary statutory licences were obtained by the petitioner. The order passed on 10.03.2015 by the General Manager, LPG Indian Oil Corporation Ltd., suffered illegalities described herein below. In the findings, the General Manager, LPG completely ignored to consider the direction of this High Court passed on 24.07.2014 in W.P. No. 20771 (W) of 2011, wherein respondent no. 2 or his nominee was directed to consider suitability of Land offered by the petitioner herein. The General Manager, LPG ignored to consider suitability of land, but considered execution of the land document offered by petitioner for godown. The same dealt with ownership of the land and it was described that the spouse of the applicant be considered as a member of "Family Unit". In the present case the husband (Ranotosh Tokdar) owned half of the land by sale deed registered on 07.03.2003 and half of the land was owned by elder brother of said Ranotosh Tokdar by another sale deed registered on 07.03.2003. Therefore, Ranotosh Tokdar (husband of the petitioner) and Manotosh Tokdar elder brother of the husband of the petitioner owned the entire land since 07.03.2003. Both were of the same family having "full blood" relation. The land was contiguous. As Ranotosh Tokdar and Manotosh Tokdar

reached to a family settlement on 01.11.2007, Ranotosh Tokdar became the owner of 32 decimals of the land. The statutory authority accepted unregistered family settlement to record the name of the husband of the petitioner as an owner of the land offered by the petitioner for LPG Godown. The Hon'ble Supreme Court of India in Kale and Others Vs. Deputy Director of Consolidation and others, reported at 1976 (3) SCC 119, settled that registration of family settlement was not compulsory and the same was binding in accordance with the law. Hence, the finding as made by the General Manager, LPG with regard to awarding mark to the petitioner at the interview was not sustainable. The Interview Committee comprised of three members and awarded marks 25 out of 25 considering suitability of the land. Therefore, findings made by the General Manager, LPG were not correct according to the Rules embodied in the Application Form. Policy Governing Selection process spoke of dimension of the land and suitability of the same. There was no misrepresentation on the part of the petitioner at the time of interview.

3. Learned counsel for the respondent nos. 2 to 6 submitted as follows. In response to the advertisement dated 31.10.2007, the writ petitioner applied against the location – Balurghat (Raghunathpur), District – Dakshin Dinajpur, category – open, being serial no. 46 of the advertisement by submitting an application in prescribed format. The detailed terms and conditions of selection were mentioned in the advertisement as also in a brochure containing detailed terms and conditions. The writ petitioner in the present writ petition has challenged the reasoned decision dated 06.03.2015

upholding the original decision of striking out the name of the petitioner from the panel of successful candidates, inasmuch as, her candidature could not remain in the panel of selected candidates, since on a reassessment of marks it was found that the petitioner was not entitled/eligible for full 25 marks against offered land for construction of Godown, as she did not had 32 decimal of land, as claimed by her, either in her personal name or in the name of “family unit” as on the last date of submission of application. It would be apparent from clause 8 of the Brochure, candidates should provide a “Godown for Storage of filled LPG Cylinders (Clause 8.1), situated within 15 Kms or in the area of operation (trading area) a plot having minimum dimension of 27 meter x 26.15 meter, one of the basic facilities required for operation of LPG Distributorship. In clause 13A1 of her application, the writ petitioner claimed that her husband Ranotosh Tokdar owned land admeasuring 31.98 meter x 26.18 meter, against (LR Khatian), Khasra No. 1262, Mouza – Mangalpur, situated within a radius of 5 km of the advertised location. Further, against column No. 13A2, she further allegedly claimed that she had a firm offer of sale/lease of a suitable land from one Monotosh Tokdar and in support thereof she mentioned a land in Khasra No. 1261, admeasuring 31.98 meter x 26.18 meter, Mouza – Mangalpur, within a radius of 5 km of advertised location, which, inter alia, was as follows. “I am aware that inter se suitability of candidates will be decided by evaluation of candidates on the document based marks and interaction (interview). Evaluation on document based marks will be done based on the information given by me/us in this

application. On verification by the Oil Company if it is found that the information given by me/us is incorrect/false/misrepresented then my/our candidature will stand cancelled and I/we will be declared ineligible for LPG Distributorship.” The requirement under clause 13A1 of the application was that a candidate should have a plot of land at or within 15 km from advertised location for LPG Godown or LPG Godown readily available owned/leased (15 years minimum) in her own name or in the name of any member of her “family unit”. “Family Unit” was defined against “Note” (beneath clause 13A1) which was as follows. “Family Unit in case of a married applicant shall consist of applicant, his/her spouse and their unmarried son(s)/daughter (s). Norms for evaluating candidates were laid down in clause no. 14 of the brochure. It would be apparent from the said clause and in particular clause 14.1 that the candidates were to be evaluated out of total 100 marks. Out of the 100 marks 35 marks was assigned against “Capability to provide infrastructure”. Out of the aforesaid 35 marks 25 marks was assigned for godown and 10 marks for showroom. Full 25 marks shall be awarded to a candidate who was having clear title/Registered Sale Deed of suitable land or a ready Godown. If a candidate had a firm offer of agreement to purchase/lease suitable land/godown he/she would be entitled to 18 marks and if a candidate who did not own a land for godown or who did not have a firm offer, but could arrange a land for construction of Godown, he/she would be awarded 10 marks. It also mentioned therein that the marks would be given based on the information and statement given by a candidate in his/her application. It would be

evident from the mark sheet dated 27.02.2009, out of 33 candidates, who were called for interview, the candidates at serial no. 18, 20 and 4 made it to the panel of selected candidates having secured 1st position, 2nd position and 3rd position, respectively. As per clause 13 of the Brochure, “as merit panel of three applicants will be made from the applicants who will appear for the interview.” Upon cancellation of the candidature of Sudipta Choudhury the first empanelled candidate, the writ petitioner was evaluated, but in view of complaint lodged by Sudipta Choudhury against the writ petitioner and in view of solemn order dated 04.04.2012 passed by this Court in W.P. No. 13886 (W) 2010 with W.P. No. 20771 (W) 2011 the complaint against the writ petitioner was investigated and a report dated 04.06.2012 was filed. The writ petitioner took exception to the said report by filing an affidavit. Both the above writ petitions W.P. No. 13886 (W) 2010 with W.P. No. 20771 (W) of 2011 were disposed of by this Court by a common order directing the Executive Director IOCL or his nominee, inter alia, to consider the application taking exception to the report filed by the writ petitioner vis-a-vis suitability of offered land and dispose of the same by a reasoned order after granting a personal hearing to the parties. In compliance of the solemn order the General Manager (LPG), being nominated by Executive Director IOC Ltd., upon granting personal hearing to the parties and considering the suitability of the offered land disposed of the writ petitioner's application taking exception to the report by a reasoned order dated 06.03.2015. It would be apparent from the reasoned order dated 06.03.2015, that initially the writ petitioner was awarded 25 marks out of 25 marks in respect of the

parameter capability to provide infrastructure (Godown) based on the claim of the writ petitioner made in clause 13A1 of her application, wherein she claimed that her husband Mr. Ranotosh Tokdar owns a plot of land admeasuring 31.98 meter x 26.18 meter in Mouza Mangalpur, Khasra No. 1262. However, on actual scrutiny it was found that the dimension of land in Khasra No. 1262 was much less than 31.98 meter x 26.18 meter as claimed by the writ petitioner in clause 13A1 and also did not meet the laid down criteria. In other words, the land mentioned in clause 13A1 was not meeting the required dimension of 27meter x 26.15 meter. A cursory glance at the Indenture dated 07.03 2003 in respect of the offered land would reveal that the husband of the writ petitioner had acquired only 16 decimal of land under the said deed. Thus, the land mentioned in clause 13A1 of the application was not suitable as the same did not have the required dimensions. Secondly, the writ petitioner in clause 13A2 of the application, claimed that she had a firm offer of lease from one Monotosh Tokdar (her Husband's brother) in respect of the land comprised in Khasra No. 1262 admeasuring 31.98meter x 26.18 meter. In support of her claim the writ petitioner submitted a notarized Deed of Lease dated 27.10.2007. It was relevant to mention that the husband's brother was not coming within the definition of family unit of a married applicant, since the writ petitioner was a married person. "Family Unit" was defined in the application at clause 13A1 as also in second paragraph of clause 4.4 of the Brochure. Thus, from the recitals hereinabove it was crystal clear that the writ petitioner was not entitled to full 25 marks out of 25 marks against the parameter

"Infrastructure and facilities (Godown)", as she did not had suitable land as claimed by her in column 13A1 of the application as on the last date of submission of application. The total land held by her husband under the Indenture of sale dated 07.03.2003 mentioned in clause 13A1 was only 16 decimal and did not fulfil the required dimension of 27 meter x 26.15 meter, as mandatorily required, far less to speak about the same measured 31.98 meter x 26.18 meter as allegedly claimed by writ petitioner in clause 13A1 of her application. If both the land mentioned in clause 13A1 and 13A2 of the application were clubbed together then only it would have the required dimension. In that event the writ petitioner's case even if put at the highest pedestal then it could at best be equated to "having firm offer", which attracted only 18 marks. If the writ petitioner was awarded 18 marks as against 25 marks already awarded, then her total marks would come to 79 marks only. In such circumstances, the total marks scored by candidates at serial No. 26 and 6 would be more than scored by the writ petitioner and in that event the writ petitioner automatically went out of the panel since the panel consisted of only 3 candidates. The writ petitioner clearly in terms of her declaration in clause 16 of the application declared that she wanted to be evaluated as per her claim made in the application. However, subsequently once her candidature was struck off from the panel of successful candidates, she made out a new case, inasmuch as, the writ petitioner alleged that her husband and her husband's brother entered into a purported "family settlement", allegedly dated 01.11.2007 and in terms whereof out of total 33 decimal of land comprising in Khasra No. 1261 and

1262 her husband allegedly got 32 decimal and her husband's brother got 1 decimal. Thus, the writ petitioner alleged that in view of purported family settlement dated 01.11.2007 her husband acquired 32 decimal of land which met the claim as made by the writ petitioner in clause 13A1 of her application. Further, in clause 13A2 of her application, the writ petitioner claimed that she had a firm offer of lease from her husband's brother Monotosh Tokdar in respect of land in Khasra No. 1261, which completely belied the story of purported family settlement. It was further contended by the writ petitioner before the authorities that the land appertaining to Khasra No. 1261 and 1262 was purchased by her husband and her husband's brother through different sale deeds by utilizing income of their undivided family. The writ petitioner further claimed that in view of alleged family settlement deed dated 01.11.2007 her husband got 32 decimal from the total area of land in Khasra No. 1261 and 1262 and Sri Monotosh Tokdar got 1 decimal. In the report dated 04.06.2012 prepared by the then General Manager (Engg.) WBSO pursuant to order dated 04.04.2012 passed in W.P. No. 20771 (W) of 2011 and W.P. No. 13886 (W) of 2010, the purported contention of writ petitioner was rejected on the ground, inter alia, that the purported family settlement dated 01.11.2007 did not bind third party like the IOCL and further the revenue records were not changed based on the said purported family settlement dated 01.11.2007 as on date of application by the concerned B.L. & L.R.O. office. Further, in the reasoned order dated 06.03.2015 the affidavit taking exception to the report was considered and it was observed therein, inter alia, that "The selection

process of an LPG Distributor is guided by the policy governing selection process, according to which status as on the date of application should be the criteria for evaluation/awarding of marks. On the date of application neither the family settlement deed was registered nor the B.L. & L.R.O. had recorded 32 decimal of land in the name of Ranotosh Tokdar". Even further it would be apparent from the order sheet of the revenue officer that the 32 decimal of land was recorded in the name of the husband of the writ petitioner only on 11.03.2010 i.e., much after the last date of submission of application, which was 07.11.2007. Still further, in the reasoned order it had been categorically mentioned that the family settlement dated 01.11.2007 was not a memorandum of family settlement rather the said document by itself effecting settlement, hence the same was a compulsorily registerable document. It is also relevant to mention that the writ petitioner was eventually compelled to opt for a registered instrument, inasmuch as, the parties to the family settlement subsequently registered the solenama deed vide deed No. 293 dated 13.01.2012 and the said fact would be evident from the admission of the writ petitioner in her affidavit in opposition filed against the report dated 04.06.2012. Thus, the discrepancies in title was recognized and the purported family settlement was registered subsequently by paying requisite stamp duty. IOC, in defence of its action in rejecting the application of the writ petitioner for LPG Distributors, relied upon the following judgements, i) Rakesh Kumar Sharma -Vs- State (2013) 11 SCC 58, ii) FMA 827 of 2022, MAT 831 of 2022 with CAN 1 of 2022 (Indian Oil Corporation Ltd – Vs.- Rita Khatun) vide a solemn Judgement and order

dated 17.03.2023. It was not the decision, but the decision making process that could be questioned under the guise of Article 14 and even Article 19(1) (g) of the Constitution of India. In this regard reliance was placed on the Supreme Court Judgement in Deputy General Manager (Appellate Authority) and Others Vs. Ajai Kumar Srivastava reported at (2021) 2 SCC 612 para 24 to 28. The writ petitioner had relied upon the Supreme Court decision in Kale and others versus Deputy Director of Consolidation and others reported at (1976) 3 SCC page 119. In the said Judgement in paragraph 10 it had been categorically held, inter alia, that registration would be necessary if the terms of family arrangement were reduced into writing. The above position was further reiterated by the Hon'ble Supreme Court in Sita Ram Bhamra Vs. Ramvatar Bhamra reported at (2018) 15 SCC 130. It was pertinent to mention that in the above decisions and the ones relied upon by the writ petitioner before the authorities the concept of family settlement relates to ancestral properties and not in respect of self acquired properties, purchased under separate Indenture of sale with the demarcated share.

4. I heard the learned counsels for the parties and perused the writ petitioner, the affidavits and the written notes of submissions.

5. The writ petitioner has challenged an order dated 06.03.2015 that had upheld the original decision of striking out the petitioner's name from the panel of successful candidates. The reason given for such striking out was that on the reassessment of marks, it was found that the petitioner was not entitled/eligible for full 25 marks against the offered land for construction of godown as she did not have 32 decimal of land, as claimed by her, either in

her personal name or in the name of family unit as on the last date of submissions of application.

6. First, by an order dated 24.07.2014 passed by this Court in W.P. No. 13886 (W) of 2010 and W.P. No. 20881 (W) of 2011 held that the candidature of one Sudipta Choudhury for distributorship was to be considered as rejected. There was a direction upon the respondent no. 2 to consider the enquiry report and objection thereto and take a reason decision. If the land was suitable in terms of advertisement and the provision for aforesaid brochure it would be open to proceed to issue Letter of Intent in favour of the petitioner, being the respondent no. 5 in the writ petition. In this order by use of the term suitability of land, the Court had kept open all the parameters concerning the suitability of the land, which obviously have to conform to the requirements in terms of the advertisement. Therefore, such suitability is not confined to the question of physical suitability of the land.

7. It is an admitted position that the husband of the petitioner owned half of the land in question by a sale deed registered on 07.03.2003 and the other half of the land was owned by the elder brother of the husband, by another sale deed registered on 07.03.2003. The land was contiguous. It was the further claim of the petitioner that the said brothers reached to a family settlement on 01.11.2007 and thus, the husband of the petitioner became owner of 32 decimal of land. The application was made before the B.L. & L.R.O., Balurghat, Dakshin Dinajpur on 02.11.2007 for recording the name of the husband as raiyat/owner of the land. Therefore, the execution

of purported family settlement and application to B.L. & L.R.O. were done before the last date of submitting application i.e., 07.11.2007. Reliance was placed on Kale and Others (supra) on the point that the registration of family settlement was not compulsory.

8. However, a family settlement would essentially mean a settlement between the family members. This may include family properties including the ones inherited. Usually, family settlements are entered into to avoid disputes between family members. A mere exchange of properties between parties, who may incidentally be family members, would hardly come within the purview of a quintessential family settlement. Moreover, here the arrangement lacks the other traits of a family settlement.

9. Mere recording of names in the land records would also not be a conclusive prove of ownership. In fact, the recording of the name of the petitioner in the records was done much after the date of application. The parties thereafter even registered the document after passage of quite a few years in 2012.

10. In this context, it is necessary to consider the respondent's contention regarding granting of marks on the applications made by candidates. As per the particular clause 14.1, the candidates were to be evaluated out of total 100 marks. Out of the 100 marks 35 marks was assigned against the capability to provide infrastructure. Out of the aforesaid 35 marks 25 marks was assigned for godown and 10 marks for showroom. Full 25 marks would be awarded to a candidate who was having clear title/registered sale deed of suitable land or a ready godown. If a

candidate had a firm offer of agreement to purchase/lease suitable land /godown, he or she would be entitled to 18 marks and if a candidate who did not own a land for godown or who did not have a firm offer but can arrange a land for construction of godown, he/she would be awarded 10 marks. It would be evident from the mark sheet dated 27.02.2009 that out of 33 candidates who was called for interview, the candidates at serial no. 18, 20 and 4 made it to the panel of selected candidates having secured first, second and third positions respectively. Upon cancellation of candidature of Sudipta Choudhury, the first empanelled candidate i.e., the writ petitioner was evaluated. It would be apparent from the reasoned order dated 06.03.2015 that initially the writ petitioner was awarded 25 marks out of 25 marks in respect of the parameter capability to provide infrastructure (godown) based on the claim of the writ petitioner made in clause 13A1 of her application. However, on actual scrutiny it was found that the dimension of land in Khasra no. 1262 was much less than 31.98 meter x 26.18 meter and also did not meet the laid down criteria. In other words, the land mentioned in clause 13A1 was not meeting the required dimension. Thus, the land mentioned in clause 13A1 was not suitable. Secondly, the writ petitioner in clause 13A2 of the application claimed that she had a firm offer of lease from her brother-in-law as the husband's brother was not coming within the definition of family unit of a married applicant, as the writ petitioner was a married person. It was crystal clear that the petitioner was not entitled to full 25 marks under such head. It was only if both the land mentioned in clause 13A1 and 2 were clubbed together

that it would have the required dimension. If the petitioner's case was to be at the highest pedestal, then it could be at best equated to having a firm offer which attracted only 18 marks. With such marks, the petitioner's total marks would come to 79 marks. In such circumstance, the candidates at serial no. 26 and 6 and would have secured higher marks than her.

11. As contended on behalf of the respondents, once the petitioner's candidature was struck off from the panel of successful candidates, she tried to make out a new case that the husband and his brother into family member in the purported family settlement on 01.11.2007. But, clause 13A 2 of her application completely belied this story as there she had a claim of firm offer of lease from her husband's brother. It was further contended by the respondents that for such purported family settlement on 01.11.2007 did not bind their parties like the IOCL. Furthermore, the revenue records were not changed based on such family settlement as on the deed of application.

12. Even in *Kale and Others (supra)*, it has been held that the registration would be necessary if the terms of family arrangement created or extinguished rights and were reduced into writing. The said position was reiterated in *Sita Ram Bhama's case (supra)*.

13. Therefore, if the exchange of individual properties between the two is not considered to be a family settlement, the petitioner would be out of contention. For the sake of argument, if the said exchange is termed as a family settlement, the same would be required to be registered as it created and extinguished rights in the properties. But, here the registration was

done several years after the petitioner's application for dealership. Even in such eventuality, the petitioner would be out of contention as discussed above.

14. In view of the above discussions, I do not find any infirmity in the impugned order.

15. Accordingly, the writ petition is dismissed, however, without any order as to cost.

16. Urgent Photostat certified copy of this order, if applied for, be given to the parties, upon completion of requisite formalities.

(Jay Sengupta, J.)