

Form No.J(2)

IN THE HIGH COURT AT CALCUTTA
Civil Appellate Jurisdiction
Appellate Side

Present : The Hon'ble Mr. Justice Sabyasachi Bhattacharyya
&
The Hon'ble Mr. Justice Uday Kumar

MAT No. 1214 of 2025
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CAN 1 of 2025
+
CAN 2 of 2025

Biswanath Ruidas
-vs-
The Union of India and others

For the appellant : Mr. Dinabandhu Chowdhury,
Mr. Amal Kumar Saha,
Mr. Rwitendra Banerjee,
Mr. Shibam Debnath

For the respondent nos. 2 to 4 : Mr. Biswanath Chatterjee,
Mr. Sobhan Kr. Pathak.

For the respondent no. 8 : Ms. Soheli Sen,
Mr. Soham Krishna Chattopadhyay

Heard on : September 9, 2025.
Judgment on : September 9, 2025.

Sabyasachi Bhattacharyya, J.:

Re : CAN 1 of 2025 (condonation application)

1. The affidavit-of-service filed in Court today be kept on record.
2. Heard learned counsel for the parties.
3. In view of sufficient explanation having been furnished in the application for condonation of delay in preferring the appeal, CAN 1 of 2025 is allowed on contest, thereby condoning the delay in preferring MAT No. 1214 of 2025.
4. There will be no order as to costs.

Re: MAT No. 1214 of 2025

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CAN 2 of 2025

5. The appeal and the connected application for stay are taken up together for hearing.
6. The present challenge has been preferred against the order of a learned Single Judge, whereby the petitioner/appellant's challenge to the grant of Retail Outlet Petroleum Dealership in favour of the private respondent was dismissed.

7. Learned counsel appearing for the appellant argues that the property/land offered by the private respondent did not satisfy the criteria as stipulated in the Brochure containing the terms of such grant of dealership license.
8. Pointing out to Clause 22 of the Brochure, it is argued that in terms of the same, if any statement made in the application or in the documents uploaded/submitted or subsequently uploaded/submitted in pursuance of the application by the candidate at any stage is found to have been suppressed / misrepresented / incorrect or false, then the application is liable to be rejected without assigning any reason and in case the applicant has been appointed as a dealer, the dealership is liable to be terminated.
9. It is contended by learned counsel for the appellant that the schedules of the lease deeds furnished by the private respondent for getting the license indicate that the measurement of the land does not tally with the requirement in the Brochure.
10. Also, it was disclosed in the application of the private respondent for obtaining such license that they were providing land with a frontage of 35 feet and depth 35 feet and the total

area of 1225 square meters, which is not corroborated by the schedules of either of the lease deeds produced by them.

11. That apart, learned counsel for the appellant seeks to place reliance on a sketch map in order to allege that the dimensions of the property as given in the schedules of the lease deed were incorrect at the ground level.
12. Learned counsel further submits that there was gross contravention of the eligibility criteria as stipulated in the Brochure, inasmuch as in Clause 4 (vi) (a) thereof, it has been stipulated that if the offered land is on long term lease and there are multiple owners, then the lease deed should be executed by all co-owners of the offered plot. In case the lease deed is not executed by all co-owners of the offered plot, such lease deed shall be treated as invalid.
13. Sub-clause (g) of the self-same Clause provides a relaxation in case of family members, in which case consent letter in the form of affidavit has to be tendered from the concerned other family members than the applicant.
14. In the present case, the records of rights in respect of the land offered by the private respondent, it is submitted, clearly indicate that there are other co-owners, some of whom

belonging to the Schedule Tribes, who are not the family members of the private respondent.

15. Even in respect of one of the co-owners as recorded in the records of rights, who is a family member of the private respondent, no consent in the form of affidavit was offered.
16. Thus, the lease deed furnished by the private respondent, it is contended, should have rendered the private respondent ineligible in terms of Clause 4 (vi) (a), since none of the other co-owners whose names appear in the records of rights were co-signatories of the lease deeds.
17. Learned counsel appearing for the Hindustan Petroleum Corporation Limited (in short "HPCL"), at the outset, objects to the nature of the arguments made before this Court inasmuch the said arguments were not made before the learned Single Judge in support of the writ petition.
18. It is submitted that new grounds cannot be taken before the appellate court for the first time, thereby taking the respondents by surprise.
19. Inasmuch as the reliance of the learned Single Judge on certain citations given by the HPCL pertaining to tender process, it is argued that the contentions of the appellant that

those are not applicable, since the genesis of the present dispute is not a tender, is also incorrect. It is argued that for all practical purposes, the invitation of applications by way of advertisement / Brochure for the grant of petroleum dealership licenses partake the character of a tender process and as such the learned Single Judge was justified in passing the impugned order.

20. Upon carefully considering the arguments of the parties, we are of the opinion that the reliance sought to be placed by the appellant on a purported sketch map, for the first time before the appellate court, cannot be entertained, for the simple reason that such documents were never produced before the learned Single Judge, nor any argument was advanced on the same before the writ court.

21. Insofar as the dispute raised before the learned Single Judge is concerned, pertaining to the title of the lessors of the private respondent, we are of the clear opinion that the learned Single Judge was justified in not entertaining those grounds since it is not for a writ court to enter into a detailed fact-finding enquiry upon appreciation of evidence, which comes squarely within the domain of a competent civil court. Disputes as to title

cannot be raised at the stage of a selection process, that too by way of a writ petition.

22. Inasmuch the other arguments regarding the measurements of the offered land not tallying, we find justification in the arguments of the HPCL to the effect that upon obtaining land reports from the appropriate authorities, the authorities inviting the applications selected the private respondent as eligible. We also find from a perusal of the lease deeds and the schedules thereof, which are submitted by the private respondent, that the land mentioned in the said lease deeds was rather more than the requirement as per the advertisement / Brochure.

23. Thus, we do not find any ineligibility to the private respondent on such count.

24. The issue of co-owners not having signed the lease deed is taken for the first time before the appellate court and as such, cannot also be entertained.

25. However, even if we broadly construe the arguments of the private respondent before the writ court regarding the eligibility of the private respondent in general to include the omission of the co-owners as parties to the lease deeds, we are unable to

convince ourselves that the question as to whether there are other co-owners can be entered into by taking evidence either by the writ court or by the appellate court.

26. Even if the records of rights reflect the names of other persons as *raiya*s along with the lessors of the private respondent, it is too well-settled a proposition of law that entries in the records of rights do not either confer or take away title in respect of the concerned property but are at best a *prima facie* indicator of possession.
27. The language used in Clause 4 (vi) (a) of the Brochure is that in case the lease deed is not executed by all “co-owners”, such lease deed shall be treated as invalid. However, the mere recording of names of others in the records of rights does not create or confer any title on such other person *per se* so as to construe them to be co-owners of the land.
28. In order to decide such issue, it would be only competent for a regular civil court to enter into the evidence and decide the same on merit.
29. However, it is not for the writ court, far less at the threshold stage of a selection process, to enter into the title of the applicants.

30. Thus, we are also unable to entertain the arguments made by the appellant on such count.

31. In fine, we do not find any irregularity or illegality in the impugned order of the learned Single Judge, since the learned Single Judge relied on the propositions of law pertaining to the tender process which are also broadly applicable to the case at hand, since we do not find much qualitative difference between invitation of applications for handing out license of petroleum dealership and a tender process for any other purpose.

32. In view of the above observations, the present challenge fails.

33. Accordingly, MAT No. 1214 of 2025 and the connected application for stay, being CAN 2 of 20025, are dismissed on contest.

34. There will be no order as to costs.

35. Urgent photostat certified copy of the order, if applied for, be supplied to the parties at an early date.

I agree.

(Sabyasachi Bhattacharyya, J.)

(Uday Kumar, J.)