

GAHC010173542024



2026:GAU-AS:2793

THE GAUHATI HIGH COURT
(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)

Case No. : WP(C)/4369/2024

PRABIN DAS
S/O- MADHAB DAS, R/O- WARD NO. 4, KOKRAJHAR, ASSAM, PIN- 783370.

VERSUS

BHARAT PETROLEUM CORPORATION LIMITED AND 6 ORS
HAVING ITS TERRITORIAL OFFICE AT 1ST FLOOR, NEXIA PARK, GMCH
ROAD, CHRISTIAN BASTI, GUWAHATI-781005, KAMRUP(M),
REPRESENTED BY ITS HEAD OF TERRITORY OFFICE (T. M. RETAIL).

2:THE HEAD OF TERRITORY OFFICE (T.M. RETAIL)

TERRITORY OFFICE
BHARAT PETROLEUM CORPORATION LIMITED
1ST FLOOR
NEXIA PARK
GMCH ROAD
CHRISTIAN BASTI
GUWAHATI-781005
KAMRUP(M).

3:OLSEN KUMAR KISHU
THROUGH HEAD OF TERRITORY OFFICE
(T.M. RETAIL)
BHARAT PETROLEUM CORPORATION LIMITED
TERRITORY OFFICE
1ST FLOOR
NEXIA PARK
GMCH ROAD
CHRISTIAN BASTI
GUWAHATI-781005
KAMRUP(M)

Advocate for the Petitioner : MR. A LAL, MR A BRAHMA,M K DEB

Advocate for the Respondent : SC, BPCL, MR. J HANDIQUE,MR. S S ROY (R-1,2)

**BEFORE
HONOURABLE MR. JUSTICE N. UNNI KRISHNAN NAIR**

ORDER

Date : 19.02.2026

Heard Mr. A Lal, learned counsel for the petitioner. Also heard Mr. S Borthakur, learned standing counsel, Bharat Petroleum Corporation Ltd. (B.P.C.L), appearing for respondents No. 1 & 2.

2. As agreed to by the learned counsel for the parties, the present Writ Petition was taken up for final consideration and is being disposed of vide the present order.

3. The petitioner, by instituting the present proceeding, has assailed a communication dated 08.06.2024, issued by the Bharat Petroleum Corporation Ltd. (BPCL) authorities rejecting the candidature of the petitioner for allotment of a Retail Outlet Dealership at ON NH 27 (Within 10 km from intersection of NH27 with NH127B towards Guwahati on LHS), on the ground that all co-owners of the offered land had not executed the lease-deed in terms of the provisions of Clause 4(vi)(a) of the brochure for selection of dealers for Regular and Rural Retail Outlets of June 2023.

4. The Bharat Petroleum Corporation Ltd. (BPCL) authorities (respondent no. 1) had issued an advertisement on 28.06.2023 for selection for allotment of a retail outlet dealership for the location at ON NH 27 (Within 10 km from intersection of NH27 with NH127B towards Guwahati on LHS), District-Kokrajhar, Assam under OBC category. The petitioner, who belongs to the OBC category and being eligible in terms of the criteria set out for allotment of such retail outlet, submitted his application against the said advertisement on 17.10.2023. Along with the petitioner, another 5 (Five) candidates had

submitted their respective applications for the advertised location. On the opening of the bids, the petitioner's bid being found to be responsive, the same was informed to the petitioner and he was called to be present for a draw of lots, which was scheduled to be held on 28.12.2023, amongst all the eligible applicants. In pursuance to the draw of lots being done, the petitioner, herein, was declared to be the provisionally selected candidate and the matter was informed to the petitioner vide a communication dated 29.12.2023. Thereafter, vide another e-mail dated 29.12.2023, the petitioner was asked to provide documents to confirm his credentials along with a security deposit of Rs. 40,000/- (Rupees Forty Thousand Only) for the purpose of carrying out field verification by 08.01.2024. The petitioner, accordingly, submitted the copies as mandated. The petitioner, for the purpose of the setting up of the said retail outlet, had executed two lease-deeds on 19.09.2023, with two persons, Barsha Hasda and Samuel Hembrom.

5. The petitioner projects that the persons who had executed the lease deeds in his favour were owners of the plots of land involved and the plots of land were contiguous in nature. The plot of land, as offered by the petitioner, was covered by dag no. 203 and patta no. 33. Patta no. 33 had two dag nos. i.e. dag no. 203 and dag no. 561. Under the said patta no. 33, there were other co-pattadars. As only two of the pattadars had signed the lease-deed, the other co-pattadars, having not signed the lease-deed, the respondent Bharat Petroleum Corporation Ltd. (BPCL), vide communication dated 08.06.2024, proceeded to reject the candidature of the petitioner by alleging violation of the provisions of Clause 4(vi)(a) of the guidelines of June 2023.

6. The learned counsel for the petitioner has submitted that the projection made by the Bharat Petroleum Corporation Ltd. (BPCL) authorities that the petitioner had not fulfilled the criteria, as set out in the provisions of Clause 4(vi)(a) of the guidelines, is clearly perverse, in as much as, it is only the two lessors who had executed lease deed in favour of the petitioner of the plot of land so leased out, being the owners of the said plot of land, the other co-pattadars involved under patta no. 33 were not required to also append their

respective signatures on the said lease-deeds. It is submitted that the jamabandi of the plot of land reveals that the lessors of the petitioner had lands under their ownership in the patta involved and accordingly, the lessors being the only owners of the plot of land, which was leased out to the petitioner, herein, there was no requirement of having the other co-pattadars of the patta in question to also sign on the lease-deed.

7. Mr. A Lal, learned counsel for the petitioner, accordingly, submits that the ground assigned by the respondent no. 1/Corporation for rejection of the candidature of the petitioner vide the impugned communication dated 08.06.2024, being clearly perverse, this Court would be called upon to interfere with the said communication with a further direction to the respondent no. 1/Corporation, to allot the dealership, in question to the petitioner, herein.

8. *Per contra*, Mr. S Borthakur, learned counsel appearing for respondent no. 1 & 2/B.P.C.L authorities submits that the jamabandi would reveal that patta no. 33, under which the lessor of the land leased out to the petitioner, possesses land also includes other pattadars. He submits that the other pattadars had neither executed the lease-deed along with the 2 (Two) lessors of the petitioner nor had given No-Objection Certificate (NOC) for the purpose. He submitted that the co-pattadars of patta no. 33, wherein, the land, now leased out to the petitioner, is so situated, were also required under the provisions of the guidelines holding the field to also execute the lease-deed in question and/or submit No-Objection Certificates (NOC) for the purpose. He submits that the land offered on long term lease, there being multiple owners, the lease-deed not having been executed by all co-owners of the offered plot, the said lease-deed is to be treated as invalid in terms of the provisions of Clause 4(vi)(a) of the guidelines of June 2023.

9. In the above premises, he submits that the said lease deed as furnished by the petitioner for the defect as noticed, therein, being not permissible to be accepted for the purpose of offering to the petitioner, the dealership in question, the rejection of his candidature would not call for interference from this Court.

8. I have heard learned counsel for the parties and have perused the materials available on record.

9. The records of right brought on record in the present proceedings, on perusal, reveals that in relation to the patta no. 33, two dag nos. are involved i.e. dag no. 203 and 561. In addition to the 2 (two) lessors who had executed lease-deed in favour of the petitioner, herein, it is found that there are other co-pattadars involved in the said patta, however, a perusal of the lease-deed so executed in favour of the petitioner by lessors reveals that the same was only executed by two of such pattadars i.e. Barsha Hasda and Samuel Hembrom. The other co-pattadars have not appended their signatures to the said lease deed. There is further no material brought on record to reveal that the co-pattadars had granted no-objection to the lease-deed executed in favour of the petitioner by the 2 (two) co-pattadars Barsha Hasda and Samuel Hembrom, in favour of the petitioner. Clause 4(vi)(a) being relevant for adjudication of the issue arising in the present proceeding, the same is extracted hereinbelow:

"a) The land should be available with the applicant as on the date of application and should have minimum lease of 19 years and 11 months (as advertised by respective oil company) from the date or after the date of advertisement but not later than the date of application. If the offered land is on Long-term lease and there are multiple owners, then lease deed should be executed by all co-owners of the offered plot. In case lease deed is not executed by all co-owners, such lease deed shall be treated as invalid."

10. A perusal of the said provisions of Clause 4(vi)(a) would reveal 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. It further stipulates that in the case the lease-deed is not executed by all the co-owners, such lease-deed shall be treated to be invalid. In the case on hand as noticed, hereinabove, the other co-pattadars, had not appended their signatures to the lease-deed nor granted their no-objection to such execution of lease-deed by two of the co-pattadars i.e. Barsha Hasda and Samuel Hembrom.

11. This Court is of the considered view that the provisions of the guidelines as contained under Clause 4(vi)(a), which is a essential condition of the tender, stood violated.

12. Accordingly, this Court is of the considered view that a mandatory condition, as stipulated in the guidelines not having been complied with by the petitioner, the rejection of his candidature by the respondent no. 1/Corporation, vide the communication dated 08.06.2024, would not mandate any interference.

13. In view of the above discussion, the present writ petition is found to be devoid of any merit and accordingly, the same stands dismissed. However, there would be no order as to costs.

JUDGE

Comparing Assistant