

GAHC010232892024



2026:GAU-AS:9846

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

Case No. : WP(C)/5791/2024

MOMI BASUMOTARI
WIFE OF KRISHNA KONWAR, DAUGHTER OF THAKUR BASUMATARY,
RESIDENT OF HALUA VILLAGE, PO BORHAT, CHARAIDEO, ASSAM, PIN-
785693, PH. NO. 9101372279

VERSUS

THE INDIAN OIL CORPORATION LTD AND 2 ORS
REGISTERED OFFICE-INDIAN OIL BHAWAN, G-9, ALI YAVAR JUNG MARG,
BANDRA (EAST), MUMBAI 400051 REPRESENTED BY ITS MANAGING
DIRECTOR

2:THE DIVISIONAL MANAGER
TINSUKIA DIVISIONAL OFFICE
SRIPURIA PATH
TINSUKIA
PIN- 786125

3:THE DIVISIONAL RETAIL SALES HEAD
TINSUKIA DIVISIONAL OFFICE
SRIPURIA PATH
TINSUKIA
PIN- 78612

BEFORE
HONOURABLE MR. JUSTICE DEVASHIS BARUAH

For the Petitioner(s) : Mr. S. R. Gogoi, Advocate

For the Respondent(s) : Mr. M. Sarmah, Advocate

Date on which judgment is reserved : NA
Date of pronouncement of judgment : 17.07.2026
Whether the pronouncement is of the
Operative part of the judgment? : Yes
Whether the full judgment has been
Pronounced? : No

JUDGMENT AND ORDER (ORAL)

Heard Mr. S. R. Gogoi, the learned counsel appearing on behalf of the Petitioner. Mr. M. Sarmah, the learned counsel appears on behalf of the Respondent Nos.1 to 3.

2. The present writ petition has been filed by the Petitioner assailing the communication dated 24.10.2024 issued by the Respondent No.3 whereby the Petitioner's application for award of a Retail Outlet Dealership on "SH-1 between Salkathoni Tea Estate to Titlagarh" as a Group-1 category candidate was rejected.

BRIEF FACTS OF THE CASE

3. An advertisement was issued on 28.06.2023 in the English daily "The Assam Tribune" inviting applications for allotment of Retail Outlet Dealership under the caption "Regular Rural Retail Outlet Dealership (Petrol Pump)" at various places including the

location, namely, "SH-1 between Salkathoni Tea Estate to Titlagarh" in the district of Charaideo, Assam.

4. The Petitioner being interested entered into a registered Lease Agreement on 17.10.2023 with one Joyamoni Gogoi in respect to a plot of land admeasuring 2 bighas 1 katha 3 lechas covered by Dag No.420 and included in Patta No.119 situated at village Borboruakhat Gaon, Mouza-Sapekhati under Revenue Circle in the district of Charaideo, Assam. The said Lease Deed as would be apparent from a perusal of Paragraph No.2 was for a period of 30 years commencing from 17.10.2023 and expiring on 16.10.2053. On the same date, the Petitioner submitted an application claiming her candidature as a Group-I category candidate by showing the land, which was leased out to the Petitioner vide the registered Lease Deed dated 17.10.2023. The Respondent Authorities in terms with the Brochure, Selection of Dealers for Regular & Rural Retail Outlets June, 2023 carried out the draw of lots amongst the Group 1 candidates, and thereupon, the Petitioner was provisionally selected in the said draw of lots. This aspect was intimated to the Petitioner vide the *email* dated 07.12.2023 by the Respondent No.3.

5. It is further relevant to take note of that on 07.01.2024, another *email* was issued by the Respondent No.3 to the Petitioner wherein the Petitioner was requested to upload the

rectified/correct document by 28.01.2024 in as much as there was a mismatch of the father's name in the ST Category Certificate with HSLC Certificate and Lease Deed of the offered land. It was further mentioned in the said *email* that as per the HSLC Pass Certificate and the Lease Deed of the offered land, father's name was mentioned as Tridip Basumotari whereas the name of the father is mentioned as Thakur Basumotari in the ST Category Certificate.

6. The Petitioner in pursuance thereto, submitted an affidavit along with necessary clarifications to the effect that the person namely Thakur Basumotari and Tridip Basumotari are one and the same person.

7. Pursuant thereto, on 30.01.2024, the Petitioner was intimated vide the *email* that the Land Evaluation Committee would visit the site offered by the Petitioner and the Petitioner was directed to be present personally along with a Photo Identity Card issued by a Government Department at the offered site on 09.02.2024 along with relevant land documents. Subsequent thereto, vide another *email* dated 02.02.2024, the visit of the Land Evaluation Committee which was scheduled on 09.02.2024 was cancelled and the next date of the visit of the Land Evaluation Committee was proponed to 02.02.2024. Subsequent thereto, vide another *email* dated 05.02.2024, another date was

fixed on 15.02.2024 for carrying out the field verification of credentials by the officers.

8. The records further reveal that on 06.10.2024, the Petitioner had sent an *email* to the Respondent No.3 stating *inter alia* that while uploading the registered Lease Deed, an incorrect Page being Page No.3 of the registered Lease Deed was uploaded wherein the date of commencement of the Lease was mentioned as 18.10.2023. However, the Lease Deed which was registered clearly stipulated at Page 3 that the period of lease commenced from 17.10.2023.

9. Subsequent thereto, the impugned communication was issued on 24.10.2024 whereby the Petitioner's application for the Retail Outlet as a Group 1 candidate was rejected on the ground that the Lease Deed in question was effective from 18.10.2023, which was after the date of the application. It is under such circumstances, the Petitioner being aggrieved, has approached this Court by filing the present writ petition on 04.11.2024.

10. The learned Coordinate Bench of this Court vide an order dated 11.11.2024 issued notice. In the said order, the learned Coordinate Bench passed interim directions to the effect that the Respondents were restrained from issuing any Letter of Intent for the Retail Outlet at the location "SH-1 between Salkathoni

Tea Estate to Titlagarh” in favour of any person till the returnable date. The interim order thereupon has been continued from time to time.

11. The record reveals that the Respondents have filed their affidavit-in-opposition on 31.10.2025. In the affidavit-in-opposition, the impugned order has been supported on the basis of the document which was uploaded by the Petitioner wherein at Paragraph No.6, it is mentioned that the Lease Deed which was uploaded, the period of commencement of the Lease Deed was mentioned as 18.10.2023, i.e. after 17.10.2023 which was after the date of submission of the Petitioner's application. It was the specific contention of the Respondents in the affidavit-in-opposition that as on the date on which the Petitioner had submitted the application on 17.10.2023, the Petitioner neither had ownership over the land in question nor had a long-term Lease, and as such, the question of interference with the impugned order did not arise. It is also mentioned in the said affidavit-in-opposition that the clarification which was sought for as regards the discrepancy in the Petitioner's father's name, fell within the ambit of the rectifiable deficiencies, and as such, the Petitioner was permitted to make necessary amendments or provide the clarification in that regard.

ANALYSIS AND DETERMINATION

12. This Court heard the learned counsels appearing on behalf of the parties and have perused the materials on record. It is relevant to take note of that when the writ petition was taken up for hearing by this Court on 12.06.2026, this Court directed the learned counsel for the Petitioner to produce the original of the registered Lease Deed dated 17.10.2023 before this Court. Accordingly, the original of the registered Lease Deed dated 17.10.2023 was produced before this Court along with the Certificate issued by the Sub-Registrar, Charaideo, Sonari on 22.06.2026. The original Lease Deed as well as the Certificate issued by the Sub-Registrar, Charaideo, Sonari were duly perused by this Court.

13. From a perusal of the original registered Lease Deed which was produced, it transpired therefrom that at Page No.3 of the registered Lease Deed dated 17.10.2023, it was categorically mentioned that the period of commencement of the Lease was w.e.f. 17.10.2023 to 16.10.2053. This Court has also taken note of the Certificate issued by the Sub-Registrar, Charaideo, Sonari wherein also it is duly certified the said aspect.

14. In the backdrop of the above, the question therefore arises as to whether the Respondent Authorities were justified in

rejecting the Petitioner's application without considering the original copy of the registered Lease Deed dated 17.10.2023 and merely on the basis of the document which was uploaded at the time of submission of the application.

15. This Court has also taken note of the submission of Mr. M. Sarmah, the learned Standing Counsel of the Respondent Nos.1, 2 & 3 who submitted that the defect in the case of the Petitioner did not come within the ambit of rectifiable defects. In that regard, he has referred to Clause 4(vi)(b) of the Brochure for Selection of the Dealers for Regular and Rural Retail Outlets of the Indian Oil Corporation as well as Clause 23(g) of the said Brochure.

16. It is the opinion of this Court that the contention that the deficiency in question was not rectifiable appears to be misconceived in as much as the original registered Lease Deed categorically mentions that the Lease would commence w.e.f. 17.10.2023. This Court also duly takes note that in the list of non-rectifiable deficiencies mentioned in Clause 23 of the Brochure, there is no mention that a wrongly uploaded document would result in rejection. Rather, a perusal of the Brochure would show that inspite of documents being uploaded, there would be a mandatory verification of the original documents and if the original document is not placed during scrutiny within the

stipulated period, the application would be rejected.

17. Under such circumstances, it is therefore the opinion of this Court that the defect in uploading the incorrect Page in respect to the registered Lease Deed dated 17.10.2023 which being an inadvertent error, was a curable defect and as such, the Respondent Nos.1, 2 & 3 ought to have considered the said aspect when the representation was submitted by the Petitioner on 06.10.2024.

CONCLUSION

18. Considering the above, the instant writ petition therefore stands disposed of with the following observations and directions:

(i) The impugned rejection of the Petitioner's candidature as a Group 1 candidate vide the *email* dated 24.10.2024 stands set aside and quashed.

(ii) The Respondent Nos.1, 2 & 3 are therefore directed to proceed with the evaluation of the Petitioner's application by taking into account the original registered Lease Deed dated 17.10.2023.

(iii) In addition to that, this Court further observes and directs that the Respondent Authorities may further verify the original Lease Deed dated 17.10.2023, if so advised.

19. Interim order passed earlier stands vacated.
20. There shall be no order as to costs.

JUDGE

Pradip Kumar Kalita

 Digitally signed by Pradip Kumar Kalita
Date: 2026.07.18 14:00:15 +05'30'

Comparing Assistant