

20.11.2018

Item No.37
ad

W.P No. 20633(W) of 2018

Shipra Barma

- Versus -

Bharat Petroleum Corporation Ltd. & Anr.

Mr. Bikash Ranjan Bhattacharyya,
Mr. Soumya Majumder,
Mr. Victor Chatterjee

... For the petitioner

Mr. Puspendu Chakraborty,
Mr. Debabrata Sen

... For the respondents

Affidavit-of-service filed by the petitioner be kept on record. The present writ petition has been preferred challenging an order dated 18th September, 2018 passed by the respondent no.2.

Mr. Bhattacharyya, learned senior advocate appearing for the petitioner submits that responding to an advertisement published by the authorities, the petitioner applied for LPG distributorship for the location Baro Kodali-I, Block-Toofangunj-2, Gram Panchayat-Baro Kodali-I, in the district of Coochbehar. The petitioner was short-listed and was called for the draw of lots. After she emerged to be successful in the same, a letter was issued by the competent authority on 27th May, 2018 asking the petitioner to deposit an amount of Rs.20,000/-. After the said amount was deposited, a field verification was conducted wherein it was stated that *"the land is located at a distance of 8 KM from Bara Kodali, the advertised location."* The petitioner, thus, fulfils the conditions pertaining to land for godown, as specified in Clause (i) of the guidelines, wherein it has been

provided *inter alia* that “for Gramin Vitrak the candidate should ‘ Own’ a plot of land of minimum dimensions 21 Metre x 26 Metre within 15 km from the advertised location”.

Drawing the attention of this Court to the provisions towards showroom as incorporated in Clause (j) of the said guidelines, Mr. Bhattacharyya submits that land for the showroom is required to be “*within the Municipal/Town/Village limits of the place which is mentioned under the column of location in the advertisement*”. The alternative land offered fulfils such conditions and as such, the respondents could not have rejected the petitioner’s candidature.

Per contra, Mr. Chakraborty, learned advocate appearing for the respondents submits that for godown the land can be within an area of 15 km from the advertised location but the showroom is required to be within the Block and the Gram Panchayat of the advertised location. The alternative plot offered by the petitioner is in a different Block and in a different Gram Panchayat and as such, the petitioner’s candidature has been rightly rejected. In support of such contention Mr. Chakraborty has drawn the attention of this Court to the definition of ‘location’ in the guidelines which runs as follows:

“V. Location – In this document, word location means the area identified for setting up of new LPG Distributor. It can be a locality/village/cluster of village of villages/town or city which is mentioned in the Notice for Appointment of LPG Distributors.”

Placing reliance upon a downloaded document from the website pertaining to villages of Coochbehar, he submits that the villages under Gram Panchayat Andaran Fulbari-I and Andaran Fulbari-II pertain to the Block Toofanganj-I and it would be clear from the field verification report that alternative land offered by

the petitioner is within Mouza-Andaran Fulbari. The alternative land does not fall within the Block Toofanganj -2 as advertised.

Indisputably, for both showroom and godown the petitioner offered the alternative land at Khatian No.28380, J.L No.71, Mouza Andaran Fulbari, P.S Toofanganj, District-Coochbehar. In the field verification report the land was found to be located at a distance of 8 km from Baro Kodali, the advertised location. The alternative land offered is not within the Block Toofanganj-2 and Gram Panchayat Baro Kodali-I as advertised. The land for showroom does not come within the advertised location. The authorities have thus rightly rejected the petitioner's candidature and there is no infirmity in the order impugned, warranting interference of this Court.

Accordingly, the writ petition is dismissed.

There shall, however, be no order as to costs.

Urgent photostat certified copy of this order be supplied to the parties on compliance of all formalities.

(Tapabrata Chakraborty, J.)