
(2025) 10 GAU CK 1138
In the Gauhati High Court
Case No : WP(C) Of 5957 Of 2025

Nipun Das

APPELLANT

Vs

Union Of India And Ors

RESPONDENT

Date of Decision : 22-10-2025

Acts Referred:

Citation : (2025) 10 GAU CK 1138

Hon'ble Judges : Devashis Baruah, J

Bench : Single Bench

Advocate : B.J. Ghosh

Final Decision : Dismissed

Judgement

Devashis Baruah, J

1. Heard Mr. B.J. Ghosh, the learned counsel appearing on behalf of the petitioner.
2. The petitioner herein is aggrieved by the communication dated 17.07.2025 by which the petitioner's candidature in Group-1 category had been rejected and it was further mentioned that the petitioner would be considered along with Group-3 applicants as per the guidelines.
3. The facts of the instant case as would appear are that vide an advertisement dated 28.06.2023, the respondent No. 2 had issued a notice for appointment of Regular/Rural Retail Outlet (Petrol Pump) Dealership. The instant writ petition relates to the Retail Outlet at serial No. 76 of the said advertisement. From a perusal of the contents of serial No. 76, it reveals that the location of the Retail Outlet is within 5 KM of Darranggiri Banana Market towards Dudhnoi on NH-37 (Old)/NH-17 (New). It is further seen that the said outlet is specifically reserved for the category of SC and CC 1.
4. The petitioner on the basis of the said advertisement, entered into a registered Deed of Lease with one Sri Ananda Rabha for leasing out a plot of land admeasuring 2 Bighas for a period of 21 years. On the basis of the said Lease

Agreement, the petitioner submitted an application on 15.10.2023, claiming himself to be a Group-1 candidate. Upon the draw of lots, the petitioner was provisionally selected. However, upon field verification being carried out by the Officials of the respondent No. 2, it was found that the land actually belonged to the said Sri Ananda Rabha along with another person namely Sri Ananta Rabha. On the ground that there were two co-owners in respect to the said land and that the petitioner had entered into a Lease Agreement with only one owner, the petitioner's candidature was rejected as Group-1 category vide the impugned communication dated 17.07.2025 and the petitioner was relegated to be considered along with Group-3 applicants. It is under such circumstances, the petitioner has approached this Court by filing the present writ petition.

5. This Court has duly taken note of the materials on record and has heard the learned counsel appearing on behalf of the petitioner.

6. A perusal of the Brochure pertaining to Selection of Dealers for Regular and Rural Retail Outlets (for short, "the Brochure") stipulates the manner in which the application is to be filed. It is further seen that in terms with Clause 4(vi) of the Brochure, the applicants are categorized into 3 (three) groups i.e. Group-1, Group-2 and Group-3. Group-1 are those applicants who have suitable piece of land in the advertised location/area either by way of ownership/long term lease for a period of minimum 19 years 11 months or as advertised by the OMC; Group-2 are those applicants who have a Firm Offer for a suitable piece of land for purchase or long-term lease for a period of minimum 19 years 11 months or as advertised by the OMC and Group-3 are those applicants who have not offered land which is only applicable for locations advertised under SC/ST category.

7. This Court further finds it pertinent to take note of Clause 4(vi)(a) of the Brochure which stipulates the other conditions to be satisfied when the offered land is on a Long-term lease and there are multiple owners. Clause 4(vi)(a) of the Brochure being relevant is reproduced herein under:

"(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. Incase lease deed is not executed by all co-owners; such lease deed shall be treated as invalid."

8. A perusal of the above Clause would therefore show 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 land. In case the Lease Deed is not executed by all co-owners, such Lease Deed shall be treated as invalid.

9. In the backdrop of the above, if this Court duly takes note of Annexure-9 to the writ petition which is the certified copy of the Jamabandi, it would be seen that the plot of land which was leased out to the petitioner was a plot of land

jointly owned by one Sri Ananda Rabha along with one Sri Ananta Rabha. It is further seen from a perusal of the Registered Lease Deed which is enclosed as Annexure-7 to the writ petition that the Lease Deed was entered into by one co-owner and not by the other.

10. Consequently, it is the opinion of this Court that the respondents were therefore justified in terms with Clause 4(vi)(a) of the Brochure to hold that the Lease Deed on the basis of which the petitioner applied as a Group-1 category is not a valid document for consideration as a Group-1 candidate.

11. Considering the above, this Court does not find any ground for interference with the communication dated 17.07.2025, for which, the instant writ petition stands dismissed.

12. No costs.