

IN THE HIGH COURT AT CALCUTTA
Constitutional Writ Jurisdiction
Appellate Side

Present: - Hon'ble Mr. Justice Subhendu Samanta.

IN THE MATTER OF

WPA 8125 of 2020

Antara Mondal

Vs.

Indian Oil Corporation & Ors.

With

WPA 9344 of 2021

Namita Mondal

Vs.

Indian Oil Corporation & Ors.

With

WPA 2124 of 2022

Gargi Mondal

Vs.

Indian Oil Corporation & Ors.

**For the Petitioner
(IN WPA 8125 of 2020)**

**: Mr. SN Mitra, Sr. Adv.,
Mr. Sudip Sarkar, Adv.**

**For the Petitioner
(In WPA 2124 of 2022)**

: Mr. Prosenjit Mukherjee, Adv.

For the IOCL

: Mr. Puspendu Chakraborty, Adv.,

**For the Private
Respondent No. 9**

**: Mr. Arka Maiti, Adv.
Ms. Ambiya Khatun Adv.,
Md. Nasirul Haque Adv.**

Reserved on

: 04.03.2025

Judgment on

: 07.05.2025

Subhendu Samanta, J.

1. These three writ petitions are preferred challenging selection of respondent No. 9 namely Indumoti Rauth, by Indian Oil Corporation Limited (IOCL) for LPG distributorship at location Atpukur, Minakha District North 24 Parganas, West Bengal.

2. The brief fact of the case is that Indian Oil Corporation along with two other Oil Marketing Company (OMC) namely Hindustan Petroleum Corporation of Limited had come up with an advertisement on 31.08.2017 in the newspaper "Anandabazar Patrika" inviting applications from eligible candidates for selection of LPG distributors at various locations within the State of West Bengal. In the terms of the said advertisement Atpukur, Mouza was reserved for Scheduled Caste, Women applicants. Petitioners along with the respondent No. 9 and thus participated in the selection process by making applications. Applicants were invited for draw of lots. Respondent No. 9, Indumoti Rauth was selected in the draw of lots. At the time of FVC (field verification credentials) it was revealed that the land offered by respondent No. 9 is situated at Mouza Uchildaha, District North 24 Parganas i.e. not situated within advertised location. Accordingly by a letter dated 6th September, 2018, candidature of respondent No. 9 was rejected. Respondent No. 9 approached this court vide writ petition No. WPA 18857/2018. During the pendency of the said writ petition IOCL issued a letter dated 30th October, 2018 asking the respondent No. 9 to offer alternate land.

3. A Co-ordinate Bench of This Court has disposed of the writ petition being No. WPA 18857/2018 observing therein as follows:-

Mr. Saha, learned advocate appearing for the petitioner submits that during pendency of the writ petition, the respondent no. 4 issued a letter to the petitioner on 30th (October, 2018 granting opportunity to the petitioner to offer an alternate land along with relevant records, as required under the guideline. On the basis of the said letter, the petitioner has already offered the alternate land documents but no final order till date has been communicated to the petitioner by the respondent no. 4,

Mr. Bhattacharjee, learned advocate appearing for the IOCL submits that no final decision could be taken on the basis of the alternate land document, as submitted by the petitioner, since the writ petition is pending.

Upon hearing the learned advocates appearing for the respective parties and upon considering the materials on record, this Court directs the respondent no. 4 to consider the alternate land documents, as submitted by the petitioner pursuant to the dated 30th October, 2018, and to take a final decision, in accordance with law, and to communicate the same to the petitioner.

The above exercise shall be completed by the respondent No. 4 within a period of four weeks from the date of communication of this order.

With the above observations and directions, the writ petition is disposed of.

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

4. Respondent No. 9 vide letter dated 12th November 2018 offered an alternative land for construction of proposed show room godown within advertised location i.e. Mouza Atpukur under JL No. 100 Khatian No. 898 plot No. 1620. It was the contention of the respondent No. 9 that the same land was offered by her at the time of filing applications but the name of Mouza was erroneously written in the application.

5. After field verification of the alternative land offered by respondent No. 9, the respondent authority issued letter of intent (LOI) on February 22, 2019.

6. After issuance of LOI respondent No. 9 again offer another alternative new land being plot No. 1458, LR Khatian No. 1458, Mouza Atpukur, District North 24 Parganas for show room and plot No. 518, LR Khatian No. 3213, Mouza Kushangra, District North 24 Parganas for godown. Alternative new land offered by respondent No. 9 was approved by the authority.

7. Conversion was allowed, necessary permission was accorded for show room and gas godown from the concerned BL&LRO and SDL & LRO respectively, necessary permission and certificate of PESO (Petroleum and Explosive Safety Organisation), licenses from Fire

Services Authority, was also accorded, accordingly completion certificate was issued in favour of the respondent No.9.

8. One of the writ petitioners namely Namita Mandal earlier approached this court in a writ petition Being No. 6063/2021. A Co-ordinate Bench of this court vide an order dated December 24, 2020 directed the concern authority to disposed of the representation after hearing the parties concerned. In terms of the order of this court, a reason order was passed by the Deputy General Manager (LPGs) rejecting the complain made by Namita Mandal, against the said reason order WPA 9344 of 2021 was preferred. Other two petitioners also challenged the selection of Respondent No. 9 by IOCL.

9. It is the contention of Learned Senior Advocates appearing on behalf of the petitioners that the candidature of Respondent No. 9 should be rejected in limini. They submits that location of advertisement is Mouza Atpukur; but in the application, respondent No. 9 has offered a plot within Mouza Uchildaha.

10. They further submits that though initially the present petitioners were the applicants under the same advertisement and they offered land within advertised location i.e. within Mouza Atpukur. They further submits that vide notification dated-- IOCL has declared the name of eligible candidates for selection of LPG distributor. In the said list, there are 13 applicants including the present petitioner and respondent No. 9. The respondent No. 9 has not offered any land within the advertised location.

So it is the submission of the Learned Counsels for the petitioners that respondent No. 9 cannot be said to be an eligible candidate. It is the further contention of the Learned Counsel for the petitioners that initially, after respondent No. 9 was selected in the draw of lots, her candidature was rejected as her offered land was not within the advertised location. Respondent No. 9 approached this court vide writ petition No. 18857 of 2018.

11. Learned Counsel for the petitioner further argued that surprisingly, during the pendency of the said writ petition IOCL vide letter dated 30th November, 2018 allowed respondent No. 9 to offer an alternate land. It is the contention of the Learned Counsel for the petitioner that before the decision was taken by this court the authority concerned, though had rejected the candidature, cannot allow the respondent No. 9 to offer an alternative land; such action of the respondent authority is perverse, arbitrary and instance of nepotism.

12. It is the further contention of the Learned Counsel for the petitioner that accepting the scope, respondent No. 9 again offered the same plot which was used by her at the time of filing applications. The authority concern has not conducted the field verification properly and issued LOI on the basis of the selfsame land.

13. A firm argument was advanced by the Learned Counsel for the petitioner that the land offered by respondent No. 9 is very low land full of water and only used for pisciculture. There is no approach road from any Government road to the offer land. Moreover, the land

cannot be used for construction of LPG show room and godown. It is the submission of the petitioners that the concerned officers of the respondent without properly conducting the field verification has issued LOI in favour of the respondent No. 9. It is the further submission of the Learned Counsel for the petitioner that the nature of the offered land can be very well be ascertained from a letter dated 4th July 2019, wherein respondent No. 9 admitted that the initial offer land is a very low land.

14. Learned Counsel for the petitioner further argued that the land initially offered by the respondent No. 9 was owned by her father-in-law, though she initially filed the application stating her relation with the owner to be "father".

15. Learned Senior Counsel for the petitioner argued that the land of father-in-law cannot be offered by applicant in terms brochure on unified guidelines for selection of LPG distributors.

16. It is the further contention of the Learned Counsel for the petitioner that the respondent No. 9 has finally offered new land, after LOI for construction of godown which is not within the advertised location or which was leased out in favour of the petitioner after last dated of submission of application. It is the further contention of the petitioner that respondent authority has acted illegally in selecting respondent No. 9 to be a suitable candidate. Thus the decision for selection is required to be set aside.

17. Mr. Puspendu Chakrabarty for the respondent authority placed a written notes of argument. I have categorically perused the written notes of argument and the issues as raised by Mr. Chakrabarty. Learned Counsel appearing on behalf of the IOCL submits that respondent No. 9 was selected in draw of lots. At the time of application she offered a plot of land within advertised location i.e. Atpukur but erroneously mentioned the mouza of such plot as Uchildaha. She also mentioned erroneously her relation with the owner of the land of his father instead of father-in-law. The concerned authority, at the time of verification of document, after draw of lots, has rejected her candidature. It is the further contention of the IOCL that as per the brochure the selected candidate is required to be given an opportunity to offer an alternate land during field verification, thus during pendency of the writ petition (WPA 18857 of 2018), the respondent authority vide letter dated 30th November 2018 allowed respondent No. 9 to offer alternative land. It is the submission of the Learned Counsel for the respondent that action of the respondent authority is within the ambit of the brochure thus it cannot be challenged in the writ petition.

18. It is the further contention of the IOCL that after disposal of the said writ petition, respondent No. 9 offered the alternative land within advertised location for construction of proposed show room and godown. The classification of the land was "Bilan" according to record of rights. The nature of land is convertible according to the law, thus, the concerned authority has issued LOI in favour of the respondent

No. 9. Thereafter respondent No. 9 after issuance of LOI in terms of clause 2 (b) and 2 (c) of the Brochure of Unified Guidelines for Selection of LPG Distributors, 2017, issued alternative new land for construction of proposed shop-cum-godown. The concern authority has verified the new alternate land and selected the respondent No. 9 for issuance of license.

19. It is the positive argument of the Learned Counsel for the respondent authority that definition of "own" as appears in the Brochure includes land of father-in-law can be used by and offered an applicant for LPG showroom and godown.

20. It is the further contention of the Learned Counsel for the respondent authority that a candidate selected in the draw of lots can use an alternate land at the time of FVC; same can also offered a new alternate land after the issuance of "LOI" (letter of intent).

21. Learned Counsel for the IOCL further submits that respondent No. 9 offered a new alternate land after issuance of LOI, which appears to be suitable for construction of show room-cum-godown. Thus the authority concern has finally selected the respondent No. 9. It is the further contention of the Learned Counsel for the IOCL that no relaxation was allowed to the private respondent beyond the scope of the Brochure. The action of the authority is under strict guidelines of the Brochure and it is the decision of the authority under the brochure. The document, i.e. the brochure is authored by the Oil Marketing Company (OMC), interpretation of OMC regarding the brochure has to be taken to be correct. It is the further contention of

the Learned Counsel for the respondent authority that, the writ petitioners are relatives and they purposefully tried to obstruct the respondent authority for issuance of license in favour of the private respondent.

22. Learned counsel appearing on behalf of the private respondent submits that the IOCL floats contract tender; IOCL has authored the tender document, so they have the sole authority to interpret the document.

23. He submits that the Hon'ble Supreme Court in **Shilpi Construction Contractors Vs. Union of India and Anr.** reported in **(2020) 16 SCC 489** has observed that if two interpretations of a tender documents are possible, then the interpretation of the author must be accepted. The private respondent has also cited some decisions of the Hon'ble Supreme Court reported in

1) Afcons Infrastructure Limited Vs. Nagpur Metro Rail Copn. Ltd. reported in **(2016) 16 SCC 818**

2) AV Venkateshwaran Vs. Ramchand Sobhraj Wadhwani reported in **AIR 1961 Suprme Court 1506**

3) Rasbehari Saha Vs. IOCL 2022 SCC Online Cal 40104

24. Having heard the Learned Counsels for the parties, considering the relevant materials and the Brochure on Unified Guidelines for

Selection of LPG Distributors, it appears that the writ petitioner mainly challenge the selection of respondent No. 9 on three counts.

First- At the time of making application respondent No.9 offered a land of different mouza which belongs to her father-in-law. The applicant cannot offer a land belongs to her father-in-law.

Second- whether it was justified by the authority concerned to allow the private respondent No. 9 to offer the same land during filed verification (FVC) which earlier they have cancelled.

Third - As to whether the land offered by the private respondent 9, after issuance of LOI was correctly accepted for the purpose of construction of show room and godown?

1st Point :- In deciding the issue let me set out the definition of “family unit” and “ownership” or “own” as explained in Brochure itself.

They are as follows:-

Family Unit for multiple dealership/distributorship norm means the following:

i. In case of married person/ applicant, 'Family Unit will consist of individual concerned, his/her Spouse and their unmarried son(s)/daughter(s).

ii. In case of unmarried person/ applicant, 'Family Unit will consist of individual concerned, his/her parents and his/her unmarried brother(s) and unmarried sister(s).

iii. In case of divorcee, 'Family Unit will consist of individual

concerned, unmarried son(s)/unmarried daughter(s) whose custody is given to him/her.

iv. In case of widow/widower, 'Family Unit will consist of individual concerned, Unmarried son(s)/unmarried daughter(s). It is the confusion of petitioner that the distribution of family unit does not include father-in-law hence, property belonged to father-in-law cannot be used or offer by an applicant.

25. It is the interpretation of the petitioner that the definition of "ownership" does not mentioned about the land of father-in-law of the applicant, on the other hand respondent authority submits that in case of married applicant she/he can use the land owned by her/his spouses father.

26. Let me read out the definition as it is

"The applicant should have ownership as defined under the term 'Own' above in the name of applicant/member of "Family Unit" (as defined in multiple dealership/distributorship norm of eligibility criteria)/ parents (includes Step Father/Step Mother), grandparents (both maternal and paternal), Brother/Sister (including Step Brother & Step Sister), Son/Daughter (including Step Son/Step Daughter), Son-in-law/Daughter in-law; of the applicant or the spouse (in cases married applicant).

27. Hon'ble Supreme Court in **Caretel Infotech limited Vs. Hindustan Petroleum Corporation Limited** reported in (2019) 14

SCC 81 has defined the scope of tender authority to interpret a tender document as follows:

39. Another aspect emphasised is that the author of the document is the best person to understand and appreciate its requirements. In the facts of the present case, the view, on interpreting the tender documents, of Respondent 1 must prevail. Respondent 1 itself, appreciative of the wording of Clause 20 and the format, has taken a considered view. Respondent 3 cannot compel its own interpretation of the contract to be thrust on Respondent 1. or ask the Court to compel Respondent I to accept that interpretation. In fact, the Court went on to observe in the aforesaid judgment that it is possible that the author of the tender may give an interpretation that is not acceptable to the constitutional court, but that itself would not be a reason for interfering with the interpretation given. We reproduce the observations in this behalf as under: (Afcons Infrastructure Ltd. case, SCC p. 825, para 15)

"15. We may add that the owner or the employer of a project, having authored the tender documents, is the best person to understand and appreciate its requirements and interpret its documents. The constitutional courts must defer to this' understanding and appreciation of the tender documents, unless there is mala fide or perversity in the understanding or appreciation or in the application of the terms of the tender conditions. It is possible that the owner or employer of a project may give an interpretation to the tender documents that is not acceptable to the constitutional courts but that by itself is not a reason for interfering with the interpretation given."

28. Hon'ble Division Bench of Bombay High Court in **Adani Ports and Special Economic Zone Vs. The Board of Trustess of**

Jawaharlal Nehru Port Authorities and this (writ petition) (L) No. 14657 of 2022 has discussed about the scope and ambit of interpretation of tender document and its distinction regarding interpretation of statute; whereby the Hon'ble Division Bench has categorised, how the interpretation of tender document differs from interpretation of statute, by a court. Relevant paragraph No. 43 is set out as follows:-

“Our understanding of the law, drawing guidance from the decisions noticed above, is that the terms and conditions of a tender are not to be read and interpreted in the same manner a statute is read and interpreted. The legislatures make laws actuated with some policy to curb public evil or to effectuate public good. As and when an issue arises before them, it is the duty of the constitutional courts to interpret the law and declare what the law is. If the Courts find gaps in the working of the law while interpreting and declaring what the law is, it is not precluded from ironing out the creases by appropriate technique of interpretation to infuse life into the law; but it is impermissible for the Courts to alter the material of which the law is woven. Such ironing out of the creases, inter alia, is generally premised on the Court's perception of what the legislative intent was. In so doing, the Courts are entitled to interpret and declare the law without consulting the legislature to explain what was intended while enacting the law. Legislative functions come to an end once the law is passed. When the constitutionality of a law is challenged or when the Court is otherwise required to interpret and declare what the law is, the parties opposing/supporting the law

are only heard. However, in regard to interpretation of tender terms and conditions, the perspective is completely different and such an exercise, as can be taken recourse to in interpreting a statute, would be impermissible. Terms and conditions in a tender are set which would advance the tendering authority's interest. When the terms and conditions of a tender fall for consideration and the need arises for the Court to understand what is meant by a particular clause or what is the requirement of a particular clause in such tender, the tendering authority's version has to be heard by the Court. If such version of what it intended by inserting the relevant clause appears to the Court not to be manifestly unfair, utterly unreasonable, totally arbitrary, or thoroughly unjust, the Court cannot substitute its view of what would have been a better course for the tendering authority to follow to achieve the object of the tender. Deference to the view of the tendering authority by the Courts is the general rule. The adverbs in the preceding sentence would signify a level higher than, what in one's perception, the requirement of a clause would amount to being seen as unfair, unreasonable, arbitrary or unjust. When a party invokes the Court's jurisdiction and claims that a clause in the tender ought to be read in the manner he/it reads it, in such a case, the tender terms and conditions have to be read by the Court and understood in the language they are plainly expressed. Even if any particular clause is ambiguous and upon a query being raised by the Court as to what the clause precisely means or what is its requirement, the meaning that the tendering authority gives has to be accepted without reservation unless, of course, such meaning contravenes a constitutional right. This is

because of the freedom that has to be conceded to the tendering authority to choose with whom it would like to enter into a contractual relationship and the allowance of certain measure of 'free play in the joints', which is a necessary concomitant for an agency working in the administrative sphere as in the present case”.

29. The Hon'ble Apex Court as well as the Hon'ble Division Bench of Bombay High Court has made it clear that the interpretation of a tender document lies upon the author itself. Moreover, in a plain reading of the definition of 'ownership' appearing in Clause 1(w) of the Brochure makes it clear that if the applicant is married, he or she can use the land of the parents of his or her spouse for offering the same in the selection process. Thus under the above observation I find no unreasonableness by the respondent authority to allow respondent No. 9 to offer the land of her father-in-law.

This point decided against petitioner.

30. In deciding **2nd Point** It is evident from the documents that the respondent No. 9 has offered the alternate land during FVC which itself shows that it is the same. The same deed was used only the name of Mouza which was mentioned in the application, was changed. It is the contention of the respondent authority that at the time of application the name of Mouza was Uchildaha, during FVC the alternate land was offered under Mouza Atpukur. It appears from the letter of the private respondent dated 12.11.2018 (after disposal of the writ petition being No. WPA 18857 of 2018) that she was offering same land and same deed of gift. The concerned authority has conducted

FVC upon the alternate land offered by private respondent on 12.11.2018, and issued LOI in her favour.

31. The facts suggests, initially the land offered by the private respondent (mentioned in her application) was cancelled. Private respondent made a representation which was also not considered. She approached before the writ court vide writ petition No. 18857 of 2018. During the pendency of the writ petition (without any direction from Court) the authority suddenly turned back and issued a letter to the private respondent on 30th October 2018 allowing her to offer an alternate land. The action of the authority is not by dint of the order of the court and decision of the authority is surprisingly reverse to their earlier stand. No satisfactory reason was assigned why earlier decision was not followed by the authority. Now during FVC it is the decision of the authority that the alternative offered land is suitable for construction of show room and godown. Thus they issued letter of intent in favour of the private respondent. The definition of field verification credentials (FVC) enumerated in Clause 1 (r) of the said brochure as follows:-

CL -1 (v)

a. Verification of the information given in the application by the applicant with the original documents and with the issuing authorities wherever required is called Field Verification of Credentials (FVC). Also the land offered for Godown and showroom (wherever applicable) will be verified for suitability with respect to eligibility conditions and suitability with respect to construction of Godown and showroom (wherever applicable). Field verification (FVC) will be carried out for the selected candidate.

b. During the FVC process, in case land mentioned by the applicant for godown/showroom in his application is found not meeting the eligibility conditions/requirements as stipulated in the advertisement/brochure/application form and if the applicant is having any alternate land in his name/member (s) of the family unit as per the definition of family unit for land of the applicant with date of registration of sale / lease on or before the last date for submission of application as specified either in the advertisement or corrigendum (if any), the same can be considered at the time of FVC. However, the same if considered has to be duly verified for its suitability during the FVC. In case at the time of FVC, it is found that the all weather motorable road providing access to the Godown land is not available and if the candidate expresses his/her inability to ever provide the same, the candidate can offer an alternate land meeting the eligibility criteria. Such alternate land if considered has to be duly verified during the FVC for its suitability for providing LPG godown and showroom facility as mentioned herein above.

c. In case more than one application is made by a single candidate with different lands or if the has offered more than one plot of land in a single application, then option may be candidate to offer the most suitable plot of land for which FVC will be carried out. The land, if found suitable during verification, would be recommended for construction of godown/showroom.

LETTER OF INTENT (LOI)

If in the FVC, the information given in the application by the applicant is found to be the Land offered for Godown and Showroom are found to be suitable, final Letter of Intent (LOI) will be issued with the approval of competent authority.

The selected candidate after receipt of LOI should fulfil the conditions specified in the LOI

within a period of four months from the date of LOI or the time limit given by the OMC, failing which the LOI is liable to be withdrawn along with forfeiture of the amount remitted by the selected candidate before FVC.

If in the FVC it is found that information given in the application is at variance with the original documents and that information affects the eligibility of the candidate, then the LOI holder would be intimated through email, pointing out the discrepancy/discrepancies through Email, If it is established that false/incorrect/misrepresented information has been given in the application, candidature of selected candidate will be cancelled, the status of the LOI would become null and void and the amount remitted by the selected candidate before FVC will be forfeited.

32. From the definitions of FVC and LOI as mention above, it appears that during field verification, committee of OMC officials shall have verify the details provided by the application and shall check suitability of the land offered by the candidate for godown and show room. The initial land offered by the private respondent 9 as well as the alternative land was a low land (as admitted by the respondent No. 9 in her subsequent letter) full of water and it cannot be used for the purpose of construction of LPG show-room or godown. It can be well presumed that the committee members or officials of OMC never visited the offered land and there are no materials to suggest that in spite of present nature and character of the land, the officials were satisfied that the LOI can be issued on basis of such offered land.

33. Definition of FVC made it clear that officials of OMC during FVC must satisfied themselves not only regarding the documentary inspection of the title of the applicant but also, they must have visit the offer land to inspect and satisfy whether there are a scope to

contract all weather motorcade road providing access to proposed godown land.

34. On that score I am of a view that the concern authority has not acted upon the guideline mentioned in the brochure at the time of FVC, if they did so. Respondent No. 9 cannot be allowed to offer letter of intent. Thus, this point decided in favour of petitioner

35. To discuss **3rd Point** it is required to set out basic facility required for construction of godown and show room Clause 2 (b) and (c) of the said Brochure set out as follows--

36. It is also required to set out the set out the Clause 8 of the brochure regarding eligibility criteria for applicants and their offered land for godown or show room

2. (b) If the land offered by the candidate in the application or alternate land offered by the candidate at the time of Field Verification (FVC) meets all specifications as laid down in the advertisement on the basis of which Lot has been issued, then the LOI holder can offer an alternate / new land for construction of godown of specified dimensions, in the advertised location, which will be considered on the grounds of enhanced security/safety, better title (owned instead of leased), convenient location, lower operating cost etc.

2. (c) An undertaking has to be provided by the selected candidate at the time of acceptance of LOI that the Approach Road as specified will be provided within the time frame mentioned in the LOI. The Approach Road will be verified for its suitability before the issuance of Letter of Appointment.

37. The fact suggests that private respondent No. 9 offered new alternate land after issuance of LOI, being Plot No. 1548 at Mouza-

Atpukur, for show room and Plot No. 518 at Mouza- Kushagra, for godown. Admittedly the offered land for godown is out of the advertised location.

38. In plain reading of Clause 2(b) and 2(c) along with the provisions for their offered land for godown or show room makes it clear that the LOI holder can offered an alternative/new land for construction of godown of specific domain in the advertised location. Mouza-Kushagra is not within the advertised location. Thus, the new land offered by the petitioner cannot be accepted on that ground. Moreover, the reason for acceptance of new land has been mentioned in the brochure itself as for **enhanced security/safety, better title owned instead of list, convenient location, lower operating costs etc.**

39. The facts suggest that initially land offered by private respondent was “own” land, whereas a new alternative land offered after LOI is a land having lease hold right. Thus it cannot be said that the new land having a better title.

40. To answer this point, Mr. Chakrabarty authority referred a provision in the Brochure which enable selected candidate to offer a land for the godown within 15 KMs from the advertised location. Thus, he argued it is within the scope of Brochure.

41. In considering the submission of Mr. Chakrabarty it appears from the Brochure that the candidate should owned a plot of land of minimum dimension 20 KMs X 26 KM within 15 KMs from advertised location. / Which empowers a candidate to establish godown for land

beyond the territory of advertise location. All Oil Marketing Companies has floated tenders for selection LPG distributors all over Bengal for particular locations/Mouzas group of Mouzas. Applications were invited from the eligible candidates having property in advertised location for establishes LPG Godown and shop room within the said advertised location.

42. The candidates are required to offer for the said vacancy, stating their particular land within the said advertised location. Basic facilities required for operation of LPG distributorship also required the candidate to offer the alternate land within the advertised location. If the respondent No. 9 or any candidate allowed to use of land beyond the territory of advertised location, the entire purpose of the advertisement should be frustrated. Moreover if the scope is extended to private respondent for establishing godown beyond the territory of the advertised location, the same would be frustrated the other aspirants which may have their suitable lands within the “vicinity’ /within 15 KM distance of the advertised location. By such way the other aspirants are being deprived. If the authority concern disclosed the fact in the advertisement that subsequently the land of other different mouzas will be considered for purpose of establishing godown after the issuance of LOI, more candidates should used their option to participate.

43. Under the above observation I find no justification to allow the private respondent to offer a new land after LOI, to establish godown beyond the territory of advertised location. On that score, in my view

the decision of the authority is not sound decision it appears to be mala fide and it has favoured respondent No. 9.

Under the above observation this issue decided against the respondent authority.

44. Hence, the writ petitions are appeared to be meritorious and they are liable to be allowed. The action of the respondent authority regarding issuance of Letter of Intent and final letter of appointment in favour of respondent No. 9, are hereby quashed. Consequently reasoned order of the concern authority dated 30st December 2020 in compliance of order dated 24.12.2000 passed in WP 6063 (W) 2020 (Smt. Namita Mandal Vs IOCL & Ors.) appears to be not inconformity with the brochure. Hence the same is also quashed.

Concerned authority to take proper steps according to the brochure to fill up the vacancies in the advertised location.

45. Under the above observation, the writ petitions are disposed of.

46. Parties to act upon the server copy and urgent certified copy of the judgment be received from the concerned Dept. on usual terms and conditions.

(Subhendu Samanta, J.)