

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL  
EASTERN ZONE BENCH AT KOLKATA**

**ORIGINAL APPLICATION NO. 13/2025/EZ**

BETWEEN

RASMITA PATRA

.... APPLICANT

VERSUS

CENTRAL POLLUTION CONTROL BOARD & ORS.

... RESPONDENTS

**AFFIDAVIT IN OPPOSITION ON BEHALF OF THE RESPONDENT NO. 6 TO THE  
ORIGINAL APPLICATION**

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BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL

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BETWEEN

RASMITA PATRA

... APPLICANT

VERSUS

CENTRAL POLLUTION CONTROL BOARD & ORS.

... RESPONDENTS

**AFFIDAVIT IN OPPOSITION ON BEHALF OF THE RESPONDENT NO. 6**

**TO THE ORIGINAL APPLICATION**

I, Vishal Garg , son of Rajendra Prasad Garg , aged about 53 years, by faith Hinduism , by occupation service and working for gain as Divisional Retail Sales Head , Bhubaneswar Divisional Office of IOCL at IndianOil Bhawan , A/2 Chandrasekharapur ,Bhubaneswar-751024 , do hereby solemnly affirm and say as follows:-

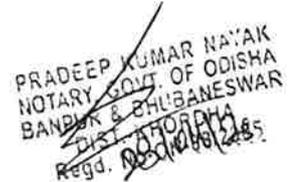
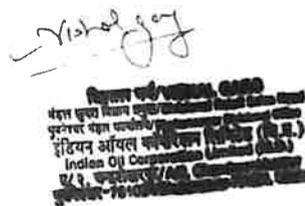
1. I am the authorised signatory of the Respondent No. 6 and as such am authorized by Respondent No. 6 to make and affirm the present affidavit. I have made myself well acquainted with the facts and circumstances of the instant case and as such I am competent to sign and affirm the instant affidavit for and on behalf of the Respondent No. 6.

*Vishal Garg*



PRADEEP KUMAR NAYAK  
NOTARY, GOVT. OF ODISHA  
BANPUR, DIST. Bhubaneswar  
D/S. CHANDRASEKHARPUR  
Regd. No. 08/2005

2. I have been served with a copy of an original application being O. A. No. 13/2025/EZ (hereinafter referred to as the said Application) supported by an affidavit purportedly affirmed by one Rasmita Patra on 03.12.2024. I have read the copy of the said Application and have understood its true scope, meaning, effect and purport.
3. At the outset, I state that the said Application is misconceived, frivolous, vexatious, harassing, devoid of merits, unsupported by law and has been filed with vested interest and is *mala fide*. It is submitted that the applicant has been set up by some interested person.
4. I state that the said Application is not maintainable under Section 14, 15 or 18(2) read with Section 18 of the National Green Tribunal Act, 2010 (hereinafter referred to as the said Act) for the following reasons:
- The applicant has failed to disclose any substantial question relating to environment or any violation or non-enforcement of any legal right or question relating to implementation of the enactments specified in Schedule - I of the said Act.
  - The applicant has failed to establish himself as a "person aggrieved" in terms of Section 18 of the said Act. I state that no pleadings have been made in the application to demonstrate the applicant being aggrieved by setting up of a retail fuel station at plot no.227, 350, 351, 349, 350/929 at Jajpur District.



- c. The instant Application is only filed for frivolous purposes as the retail fuel station at plot no.227, 350, 351, 349, 350/929 at Jajpur District has been set up only after following the due process of law and only after obtaining necessary approval and clearance from the Appropriate Authority.
5. Before dealing with the statements and/or allegations made in the said application, I state that all allegations contained in the said application are denied and disputed as if set out in seriatim and specifically traversed. Save and except what are matters of record and save and except what arises therefrom, each and every allegation contrary thereto and/or inconsistent therewith are denied as if the same are set out herein and denied and disputed in seriatim and specifically traversed.
6. With reference to paragraphs 1 and 2 of the said application, save and except what are matters of record, all allegations are denied and save what have been stated hereinabove, all allegations contained in the paragraphs under reference which are contrary thereto and/or inconsistent therewith, are denied. I say that the said Application is filed in gross disregard to Section 14 and 15 read with section 18 of the National Green Tribunal Act, 2010 thereby the instant Application under reply is not maintainable in the eye of law. I reserve my right to make appropriate submission at the time of hearing. It is denied gross pollution and environmental damages contemplated to be caused due to construction of a retail fuel station at plot no. 227, 350,



*Pradip Kumar Nayak*  
 प्रदीप कुमार नायक  
 प्रदीप कुमार नायक  
 भारतीय अधिवक्ता पंजीकृत (भारत)  
 Indian OH Commission Member (I.O.A.)  
 प/३, पत्तानगर/१०९, चम्पुवर, बिल्पुर, ओडिशा, भारत

PRADIP KUMAR NAYAK  
 NOTARY, GOVT OF ODISHA  
 BANPUR & BALUBANESWAR  
 DIST. KHURDA  
 Regd. No. SA/18/2805

351, 349, 350/929 under Khata no. 130, Mouza – Dasmania, District – Jajpur by encroaching upon irrigation and storm water stream and by causing traffic congestion in the vicinity of the proposed fuel station. It is respectfully submitted that prior to the issuance of the No Objection Certificate (NOC), a comprehensive field enquiry was undertaken by the Assistant Executive Engineer, Panikoili, with the objective of ascertaining the technical feasibility of establishing a retail fuel outlet at the aforementioned site. The enquiry also included an assessment of the existing drainage infrastructure. Pursuant to an exhaustive site inspection and due diligence, the Assistant Executive Engineer, affirmed the suitability of the location and the adequacy of supporting infrastructure, thereby providing a green signal for the project. The NoC categorically mentions that “subject retail outlet is feasible for approach road and drainage facility”. In light of the said findings, the Office of the Superintendent Engineer, Panikoili (R&B) Division, granted the requisite NOC, thereby formally endorsing the proposal. A copy of the said NOC is annexed hereto and marked as **Annexure-“A”**.

7. With reference to paragraphs 3, 4 and 5 of the said application, save and except what are matters of record, all allegations are denied and save what have been stated hereinabove, all allegations contained in the paragraphs under reference which are contrary thereto and/or inconsistent therewith, are denied. I say that the instant retail outlet has been set up after following all the guidelines and law applicable to it. It is denied that on and from December 2023 the project proponents of the proposed fuel station started dumping waste and

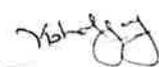


*Pradeep Kumar Nayak*  
 दिवाण प्रदीप कुमार नायक  
 भारत सरकार के अधीन कार्यरत  
 भारतीय पेट्रोल कॉर्पोरेशन लिमिटेड (प.प.)  
 Indian Oil Corporation Limited (I.O.C.)  
 ए/३, पञ्जाब/ए/ए, कामरेड/पेट्रोल  
 इन्डिया-७०१००१

PRADEEP KUMAR NAYAK  
 NOTARY, GOVT. OF ODISHA  
 BANPUR & BHUBANESWAR  
 DIST. KHURDA  
 Regd. No: 01/08/2005

debris at the proposed site, and started encroaching irrigation and storm water drains passing along the proposed site. Local villagers protested against such illegal dumping of waste and debris as a result of which the illegal dumping was temporarily stopped. It is denied that the proposed fuel station is being set up above irrigation and storm water drain/channel which has led to the clogging and causing obstruction of natural runoff of the water which is meant for providing irrigation water to nearby agricultural fields. It is further denied the project proponent is trying to encroach upon such water channels to construct its fuel station which will not only cause damage to the ecology of the area but will also affect natural irrigation process of adjoining agricultural fields. Significantly, the No Objection Certificate (NOC) granted by the Office of the Superintendent Engineer, Panikoili (R&B) Division, unequivocally states that the establishment of the retail outlet at the proposed site shall in no manner obstruct or alter the natural water course. Furthermore, it is pertinent to bring to the kind attention of this Hon'ble Tribunal that the Office of the Tehsildar, Danagadi has also granted a No Objection Certificate (NOC) for the establishment of the proposed fuel station. It is germane to say that the said NOC was granted after considering public objections. The said NOC categorically records that the grant of license for setting up the retail outlet will not result in any harm to the natural habitat, nor will it cause any obstruction to the existing natural water course. This independent verification by the jurisdictional revenue authority further reinforces the

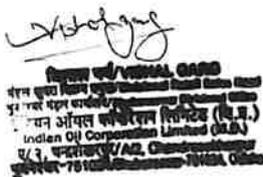


  
 दिवाण कर्म/NOTARY, GOVT.  
 मदन पुरी ब्लॉक, सुपर/Divisional Retail Sales Head  
 सुपर/भंडार, सुपर/Divisional Office  
 इंडियन ऑयल कॉर्पोरेशन लिमिटेड (वि.प्र.)  
 Indian Oil Corporation Limited (I.O.C.)  
 प/1, चन्द्रशेखर V/SR, Chandrasekhar  
 सुपर/75/1, Chandrasekhar-751024, Odisha

PRADEEP KUMAR NAYAK  
 NOTARY, GOVT. OF ODISHA  
 SANPUR & BHUBANESWAR  
 DIST. KHURDA  
 Regd. No. ON-08/2005

fact that the project has been duly assessed for environmental and infrastructural viability. A copy of the NOC dated 29<sup>th</sup> February 2025 issued by the Office of the Tehsildar, Danagadi is annexed hereto and marked as **Annexure-"B"**. It is submitted that the Applicant has merely raised baseless allegations, unsupported by any documentary evidence. In the absence of substantiation, the Applicant ought to be put to strict proof of the allegations made. Accordingly, it is prayed that this Hon'ble Tribunal may kindly take note of the absence of any credible material placed on record by the Applicant to support its assertions.

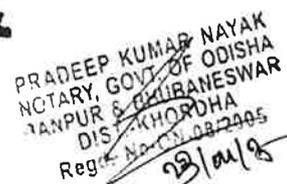
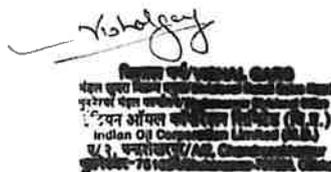
8. With reference to paragraphs 6 and 7 of the said application, save and except what are matters of record, all allegations are denied and save what have been stated hereinabove, all allegations contained in the paragraphs under reference which are contrary thereto and/or inconsistent therewith, are denied. It is denied that road abutting the proposed site is a very busy thoroughfare, many school goers pass along the said area. I say that there are no schools within the periphery of fuel station as require under the law. It is further denied that the construction of a fuel station without taking any measures for traffic management or in absence of service land will pose threat to pedestrians and cyclists especially students passing through the said area and it will also lead to traffic congestion resulting in excessive emission of smoke and fugitive particles into the air. It is denied that the said fuel station is also being constructed by violating the guidelines prescribed by the Government of India for



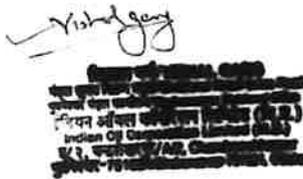
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 JANPUR & BHUBANESWAR  
 DIST. - KHORDHA  
 Regd. No. 500/15/2015

establishment of retail outlet i.e. fuel stations which is illegal and bad in law. On contrary I say that all the construction of the fuel station has started after taking all statutory permissions from the concerned authorities.

9. With reference to paragraphs 8, 9 and 10 of the said application, save and except what are matters of record, all allegations are denied and save what have been stated hereinabove, all allegations contained in the paragraphs under reference which are contrary thereto and/or inconsistent therewith, are denied. It is denied that the Applicant herein being the Sarpanch of the local Mantira Gram panchayat along with other ward members and villagers lodged verbal or written complaint with the Collector, Jajpur against construction of the proposed fuel station at Dasmania on a plot of land allotted by the Respondent no. 7 being plot no. 227, 350, 351, 349, 350/929 admeasuring about 0.40 decimals under Khata no. 130, Mouza-Dasmania by violating the guidelines prescribed by Government of India vide memo dated 26.06.2020 as alleged.
10. With reference to paragraphs 11, 12 and 13 of the said application, save and except what are matters of record, all allegations are denied and save what have been stated hereinabove, all allegations contained in the paragraphs under reference which are contrary thereto and/or inconsistent therewith, are denied. It is denied The Learned Deputy Collector Judicial, Jajpur directed the Tahsildar, Dangadi to take



necessary action and to submit a report but till date no action has been take in connection with the representation submitted by the Applicant. It is denied that the proposed fuel station is being proposed to be constructed by grossly violating the guidelines prescribed by the Government of India and by violating the sitting criteria prescribed by the CPCB. The said construction is done by adhering to the CPCB guideline and there is no violation of any provisions thereof. It is denied the authorities inspite of being fully aware about the norms deliberately resorted to grant permission for setting up the proposed fuel station. That the Applicant herein has, on multiple occasions, frivolously approached the Hon'ble High Court of Orissa at Cuttack by filing writ petitions under Article 226 of the Constitution of India, raising substantially the same issue raised herein. The first such writ petition was W.P.(C) No. 4179 of 2024, followed by W.P.(C) No. 20271 of 2024. It is pertinent to mention that W.P.(C) No. 4179 of 2024 was disposed of by the Hon'ble High Court vide order dated 28<sup>th</sup> February 2024, wherein the Court directed the Tahasildar to address the grievance of the Applicant. In compliance with the said order, the Tahasildar duly considered the grievance of the Applicant, followed the due process, and subsequently granted No Objection Certificate (NOC) to the Respondent herein for the establishment of a retail outlet. It is further submitted that the issues raised in the present application have already been adjudicated and decided upon. The repeated filing of applications on the same cause of action before different forums indicates that the Applicant is merely re-agitating the matter with an oblique and mala fide



PRADEEP KUMAR NAYAK  
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BANPUR & BHUBANESWAR  
DIST. KHORDHA  
Regd. No. GN-03/2016  
93/09/18

intent. Copy of the order Counter Affidavit filed by the Respondent evidencing the facts as stated above is annexed herewith and marked as **Annexure-“C”**.

11. With reference to paragraphs 14, 15, 16, 17 and 18 of the said application, save and except what are matters of record, all allegations are denied and save what have been stated hereinabove, all allegations contained in the paragraphs under reference which are contrary thereto and/or inconsistent therewith, are denied. It is denied no notice was issued to the petitioner so also no enquiry was conducted by the authorities to ascertain the fact, as the mandate of law requires that the objection with regard to construction of new retail outlet (petrol pump) at Dasmania under Mantira Gram Panchayat should be heard by giving opportunity of hearing to both the sides. I say that Tahasildar, Danagadi duly issued public notice and the same was also published in Panchayat Samiti, Danagadi/Concerned GP Office/RI, Office and office Notice Board. The Tahasildar, Danagadi after duly addressing the public objections made on 9<sup>th</sup> February 2024 had issued the No-Objection Certificate in favour of the fuel station. It is denied that it is obligatory on part of the state authorities to cause inspection at site and take grievance of the local population before granting any permission, however, in the present case the authorities blatantly issued permission inspite of formal grievances lodged by the locals. It is denied that construction of a fuel station in violation of the statutory guidelines is against the law.



*(Signature)*  
**Pradeep Kumar Nayak**  
 Notary Govt. of Odisha  
 Banpur & Bhubaneswar  
 Dist. Khordha  
 Regd. No. ON 01/12/2015

**PRADEEP KUMAR NAYAK**  
 NOTARY GOVT. OF ODISHA  
 BANPUR & BHUBANESWAR  
 DIST. KHORDA  
 REGD. No. ON 01/12/2015

12. With reference to paragraphs 19, 20, 21, 22, 23, 24, 25 and 26 of the said application, save and except what are matters of record, all allegations are denied and save what have been stated hereinabove, all allegations contained in the paragraphs under reference which are contrary thereto and/or inconsistent therewith, are denied. It is denied that the authorities of the state who are entrusted with the duty to prevent damage to the environment, monitor and take actions where they find any breach of law. Instead, they are sitting tight in spite of receiving repeated complaints. I say that no Appropriate directions in accordance with the law are required to be passed by this Hon'ble Tribunal to protect the environment around the proposed fuel station and such other or further orders to penalize the polluter who in every possibility has established relationship with the local law enforcing authority has the retail outsell has been up in accordance with law and there are no environmental violations. It is denied that conducts of the Respondent Authority are contrary to environmental legislation and principles of environmental protection. In spite of getting knowledge about damages being done to the environment, the authority chose to sit tight over the issue for their own reasons. It is denied that due to the rampant dumping of toxic waste, construction of a fuel station in violation of governmental guidelines and without arrangement for avoidance of traffic congestion will cause huge damage to the environment. It is denied that due to rampant dumping of waste over the impugned site the ecology of the area is under threat.



13. I state that the reliefs sought for by the applicant are illegal, misconceived and beyond the jurisdiction of this Hon'ble Tribunal. I state that this Hon'ble Tribunal does not have residuary power and only reliefs as specified under Section 18 of the said Act may be granted by this Hon'ble Tribunal. I state that none of the reliefs as sought for by the applicant are within the scope of Section 18 of the said Act and therefore cannot be granted.

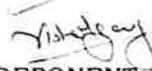
14. Hence, for the aforesaid reasons, the instant Original Application is an abuse of the process of this Hon'ble Tribunal and the instant Original Application should be dismissed *in limine* with the exemplary costs.

15. The statements made in paragraphs <sup>1 to 14</sup> are true to my knowledge and the rest are my humble submissions before this Hon'ble Tribunal.

Prepared in my office



Advocate

  
 DEPONENT

विशेष रूप से/VERNAL CASE  
 भारत द्वारा हिन्दु अधिग्रहण अधिनियम 1947 के अन्तर्गत  
 प्रमाणित रूप में/Notarially attested before  
 इंडियन ऑयल कॉर्पोरेशन लिमिटेड (भारत)  
 Indian Oil Corporation Limited (I.O.C.)  
 ए/डी, बान्सवार/AD, Banswar  
 बान्सवार, बंधुगिरि जिला, ओडिशा  
 बान्सवार, बंधुगिरि जिला, ओडिशा



TRADEEP KUMAR NAYAK  
 NOTARY, GOVT. OF ODISHA  
 BANPUR & BHS, BANESWAR  
 DIST. KHURDA  
 Regd. No. 01/08/2015



Email: eepwd.pkl@rediffmail.com  
Phone/Fax: 06726 240120

**OFFICE OF THE SUPERINTENDING ENGINEER  
PANIKOILI(R&B)DIVISION.  
PANIKOILI.**

Letter No 1313 Dtd 09.Feb.2024

To:

The Additional District Magistrate,  
Jajpur.

Sub:- Grant of NOC for Construction of MS/ HSD Retail outlet, Indian Oil Corporation Limited at Dasamania under DanagadiTahasil.

Ref:- Your good office Letter No.994, dtd.24.01.2024.

Sir,

In inviting a kind reference to the subject cited above, it is to state that as per the field enquiry by the Assistant Executive Engineer, Panikoili (R&B) Sub-Division, Panikoili vide letter No.113 dtd.08.02.2024 it has reported that the approach road of the proposed land is feasible and no obstruction will be created for drainage of natural water course (As attached drawing of the area of project site over Plot No.227(P), 350/929(P), 351(P), 350(P), 349(P), 420(P) & Khata No.130, 1,97 & 131 under DanagadiTahasil) for construction of MS/HSD retail outlet by Indian Oil Corporation Limited, Bhubaneswar, is feasible for approach road and drainage facilities. Hence the NOC may be issued.

This is for favour of your kind information and necessary action.

Yours faithfully

Encloser- The proposed drawing

Is attached.

Memo No. 1314 / Dated 09.02.24

Copy forwarded to the Assistant Executive Engineer, Panikoili (R&B) Sub-Division, for information with reference to his letter No.113 dtd.05.02.2024.

M-974  
21/3  
**Received**  
PR Section  
Collectorate, Jajpur

Superintending Engineer  
Panikoili (R&B) Division  
09/02/24

Superintending Engineer  
Panikoili (R&B) Division  
09/02/24



## OFFICE OF THE TAHASILDAR, DANAGADI

ଫୋନ୍ ନମ୍ବର - ୦୬୭୨୮-୨୧୪୨୧୫୩- ମେଲ : tdrdanagadi@gmail.com

ପିନ୍ - ୭୫୫୦୨୨ (ଓଡ଼ିଶା)

Letter No. 767

/Date: 29-02-2024

The Additional District Magistrate, Jajpur

Sub:-Grant of NOC for construction of MS/HSD Retail Outlet IOCL at mouza Dasamania Under DanagadiTahasil.

Ref:-Your letter No.III-JA-03/2024/994/dated 24/01/2024 and IIIJA-03/2024/1738 dated 07.02.2024

Sir,

With reference to the subject cited above, the inquiry report in the desired format regarding grant of "No Objection Certificate" for opening of MS/HSD Retail Outlet IOCL at mouza Dasamania under Danagadi Tahasil is given below:-

1. **Public Objection:** - A public notice was issued in the locality inviting public objection, if any on dated 09/02/2024 vide this office notice No.554 dt.09/02/2024. Accordingly notice also published in Panchayat Samiti, Danagadi/Concerned GP Office/RI, Office and office Notice Board for wide publication. In pursuance of the notice issued by this office, various objections/supports have been received from the villagers of Manatira GP.

**Objection received from different concerned are**

As claimed by petitioners,

- i) There will be traffic congestion.
- ii) The kids of nearby primary school may face accidents while crossing roads
- iii) Different SHG groups are using the nearby water body for chicken farming and goat farming.
- iv) Nearby agricultural Land will get polluted.

**Supports received in favour of Petrol Pump.**

- i) As Kalinganagar Zone is growing in terms of Industries and developing agricultural products, this Petrol pump will fulfill the needs of growing demand of motor vehicle which will be used in Industries, agricultures etc.
- ii) It will generate employment which will be helpful to many families.

**2. Ownership of the proposed land:-**

Revenue Inspector, Manatira was directed to inquiry into the matter vide this office memo No.285 dtd.29/01/2024. Revenue Inspector, Manatira has inquired and submitted his report as per the criteria asked vide letter No.III-JA-03/2024/994/ dated 24.01.2024. From the report, it is revealed that the suit land is received by M/s Jyoti Filling Station in Dasamania village from IDCO, Bhubaneswar through lease.

Land Schedule

Mouza	Khata No	Plot No.	Area	Kisam	Remarks
Dasaamania	1	350/929	Ac.0.01 O/O 0.11	Pasi-1	All the plots acquired by IDCO and Agreement made with the applicant vide Document No.1872200019/d ated 08.08.2022
		351	Ac.0.02 O/O 0.32	Ambabagayat	
		350	Ac.0.22 O/O 0.26	Pasi-1	
	97	349	Ac.0.05 O/O 1.31	Pasi-1	
	130	227	Ac.0.04 O/O 0.14	Puratan Patita	
	131	420	Ac. 0.06 O/O 1.07	Rasta	

3. Information will be supplied by S.P. Jajpur.

4. Information will be supplied by Fire Officer.

5. That opening Retail Outlet on above said land will not obstruct natural water course. (RI Report enclosed)

6. The Retail Outlet on above land is connected to the Biju Pattanayak Road and drainage facility available. (RI Report enclosed)

7. The radial distance from proposed site to nearest school to is 150 Meter, nearest Temple is 1 KM, nearest Hospital 500 Meter and nearest village 130 Meter. (RI Report enclosed)

8. There may not be any harm to the natural habitants, upon given grant of license to the filling station. (RI Report enclosed)

9. The radial distance from the nearest petrol pump is 450 Meter. (RI Report enclosed)

10. **Viewpoint/Opinion:**

- i) The suit land comes under the Kalinganagar National Investment Manufacturing Zone.
- ii) The State of Odisha being the fastest growing economy in India has always taken measures to enhance the Industrial ecosystem.
- iii) In this particular instance, the 67th DLSWCA chaired by Collector cum DM, Jajpur has already granted permission for allotment of above schedule IDCO Land to M/s Jyoti Filling station on 24.01.2020.
- iv) After, getting approval from the DLSWCA, IDCO, made a lease agreement with M/s Jyoti Filling station vide Document No. - 11872200019 dated 08.08.2022.
- v) As new industries have already got nod from the Govt. of Odisha for its establishment in the Kalinganagar National Investment Manufacturing Zone, the fuel consumption need will be higher. The establishment of another fuel point will cater the need of fuel consumption in future due to rapid industrialization. Hence, NOC for construction of MS/HSD Retail outlet of IOCL by M/s Jyoti Filling station at Dasmania may be granted as per guideline considering better interest of Public as well as of State.

Yoursfaithfully,

  
Tahasildar, Danagadi

29/12/21  
**TAHASILDAR, DANAGADI**

## IN THE HIGH COURT OF ORISSA, CUTTACK

W.P.(C) NO. 20271 OF 2024

Rasmita Patra ..... PETITIONER

VERSUS

UOI &amp; others ..... OPP. PARTIES

**COUNTER AFFIDAVIT FILED ON BEHALF OF THE  
OPPOSITE PARTY NO.4**

I, Rohit Kumar, aged about 51 years, at present working as General Manager (Retail Sales) , Indian Oil Corporation Limited, A/2, Chandrasekharpur, Bhubaneswar, Odisha-751024, do hereby solemnly affirm and state as follows:

1. That, I am the Constituted Attorney of Indian Oil Corporation Limited and am authorized to sign this Affidavit on behalf of Indian Oil Corporation Limited. I have gone through the averments made in the writ petition and understood the same.

2. That, the aforementioned writ petition has been filed with a prayer for issuance of a direction to the Opp. Party No.2 i.e. the Collector, Jajpur to conduct an enquiry and to hear the objection filed and to pass appropriate order taking

रहित कुमार/Rohit Kumar  
महाप्रबंधक (खुदरा बिक्री)  
General Manager (Retail Sales)  
इंडियन ऑयल कॉर्पोरेशन लिमिटेड (पि. लि.)  
Indian Oil Corporation Ltd (MO)  
ए/2, चन्द्रसेखरपुर/A/2, Chandrasekharpur  
भुवनेश्वर-751024/Bhubaneswar-751024



into consideration the grievance under Annexure-5 keeping in view the norms prescribed in the guideline dated 26.06.2020 for construction of new retail outlet (petrol pump) Dasmania under Mantira Grama Panchayat.

3. That, the writ petition in its present form is not maintainable and liable to be dismissed. The petitioner has deliberately suppressed the material facts and has not approached this Hon'ble Court with a clean hand in as much as the present petitioner had earlier approached this Hon'ble Court in W.P.(C) No.4179 of 2024 with a similar prayer as that of the present writ petition in as much as to dispose of the grievance petition of the petitioner as per the direction of the Deputy Collector, Jajpur in letter dated 07.02.2024 under Annexure-3, in accordance with law. The said order dated 28.02.2024 is annexed herewith as ANNEXURE-A/4.

4. That, the Opp. Party No.7, Jyoti Prakash Swain has been selected as a dealer of the new retail outlet at Dasmania after following all due procedure. LOI (Letter of Intent) was issued on 30.12.2023 to Opp. Party No.7. Thereafter NOC (No objection certificate) was sought for from the Collector and District Magistrate, Jajpur as it is a mandatory requirement before commissioning a new retail outlet. After due enquiry, clearances from the Revenue Dept., the Police Dept., the Fire Dept. were obtained by the Collector, Jajpur and finally on 29.06.2024 the no objection certificate (NOC) under the Petroleum Rules, 2002 was issued to IOCL. In this

रेहित कुमार/Rohit Kumar  
महाप्रबंधक (खुदरा बिक्री)  
General Manager (Retail Sales)  
इंडियन ऑयल कॉर्पोरेशन लिमिटेड (पि.प्र.)  
Indian Oil Corporation Ltd (MD)  
ए/2, बान्द्रा खारपुर/A2, Chandrasekharpur  
मुंबई-751024/Bhubaneswar-751024

context, it is also pertinent to note that field enquiry had been conducted by the Road & Building Division, Panikoili as well as the Tehsildar, Danagadi prior to granting the NOC for setting up the Retail Outlet. It is only after a thorough analysis wherein it was recommended that the setting up of the Retail Outlet was in the interests of the general public that the NOC was given for installation of the Retail outlet. Copy of the LOI dated 30.12.2023 is annexed herewith as **ANNEXURE-B/4**. Copy of NOC dated 29.06.2024; enquiry report from the Office of the Superintending Engineer, Panikoli (R&B) Division vide letter no. 1313 dated 09.02.2024; and enquiry report from the Office of the Tehsildar, Danagadi vide letter no. 767 dated 29.02.2024 is annexed herewith as **ANNEXURE- C/4 series**.

5. That, the guideline dated 26.06.2020 which is annexed to the writ petition as Annexure-1 prescribes for the rules which is applicable to National Highway. The location of the concerned retail outlet mentioned in the writ petition is located on a major district road and is not governed by the said guideline. The road abutting to the plot is neither State Highway nor National Highway. Hence the contention of the petitioner that the guideline dated 26.06.2020 is to be followed is not correct.

6. That, concerned land where the retail outlet is about to come up has been allotted to Opposite Party No. 7 by the Odisha Industrial Infrastructure Development Corporation

रहित कुमार/Rohit Kumar  
 महाप्रबन्धक (खुदरा विक्री)  
 General Manager (Retail Sales)  
 इंडियन ऑयल कॉर्पोरेशन लिमिटेड. (पि. ए.)  
 Indian Oil Corporation Ltd. (MID)  
 प/2, चन्द्रशेखरपुर/A/2, Chandrasekharpur  
 भुवनेश्वर - 751024/Bhubaneswar-751024

(IDCO), a state government body after all due diligence from their side. Copy of the lease agreement dated 08.08.2022 executed between Odisha Industrial Infrastructure Development Corporation (IDCO) and Opposite part No. 7 is annexed herewith as ANNEXURE-D/4

7. That, in view of the averments made in the foregoing paragraphs the writ petition filed by the petitioner is devoid of any merit and the same is liable to be dismissed.

8. That, the facts/averments made in the writ petition which are not specifically admitted by this deponent may be treated as denied and further, this deponent craves leave to submit further affidavit(s) if necessary, at the time of hearing.

9. That, the facts stated above are true to the best of my knowledge, belief and based upon official records available.

Identified by

  
Deponent

Advocate

**CERTIFICATE**

Certified that due to non-availability of cartridge papers white papers have been used.

Cuttack,

Date: .12.2024

Advocate

रोहित कुमार/Rohit Kumar  
महाप्रबंधक (खुदरा बिक्री)  
General Manager (Retail Sales)  
भारतीय ऑयल कॉर्पोरेशन लिमिटेड (वि.प्र.)  
Indian Oil Corporation Ltd. (MID)  
ए/2, बालूशेखरपुर/12, Chandrasekharpur  
मुंबई-751024/Bhubaneswar-751024

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## IN THE HIGH COURT OF ORISSA, CUTTACK

W.P.(C) NO. 20271 OF 2024

Rasmita Patra

.....

PETITIONER

VERSUS

UOI &amp; others

.....

OPP. PARTIES

I N D E X

<u>Sl. No.</u>	<u>Description of Documents</u>	<u>Pages.</u>
1.	Counter Affidavit filed on behalf of Opp. Party No.4.	01 -
2.	<u>ANNEXURE-A/4</u> Copy of order dated 28.02.2024 passed in W.P.(C) No. 4179 of 2024.	
3.	<u>ANNEXURE-B/4</u> Copy of the LOI dated 30.12.2023.	
4.	<u>ANNEXURE-C/4 series</u> Copy of NOC dated 29.06.2024. Copy of report vide letter no. 1313 dated 09.02.2024. Copy of report vide letter no. 767 dated 29.02.2024.	
5.	<u>ANNEXURE-D/4</u> Copy of lease agreement dated 08.08.2022.	

  
 रोहित कुमार/Rohit Kumar  
 महाप्रबन्धक (खुदरा बिक्री)  
 General Manager (Retail Sales)  
 इंडियन ऑयल कॉर्पोरेशन लिमिटेड (वि.प्र.)  
 Indian Oil Corporation Ltd. (MD)  
 ए/2, चन्द्ररोखरपुर/A/2, Chandrasekharpur  
 भुवनेश्वर-751024/Bhubaneswar-751024

Cuttack,

Date: .12.2024

Advocate  
 Sanjibani Mishra  
 Enrolment No. O-696/2006  
 Ph-7978890458

## IN THE HIGH COURT OF ORISSA AT CUTTACK

W.P.(C) No.4179 of 2024

*Rasmita Patra*.... *Petitioner*

Mr. A. Mishra, Advocate

-versus-

*Union of India and others*.... *Opposite Parties*

Mr. K. Das, A.S.C.

Mr. B.K. Pardhi, C.G.C.

**CORAM:****JUSTICE B. P. ROUTRAY****ORDER****28.02.2024****Order No.**

01.

1. Heard Mr. A. Mishra, learned counsel for the Petitioner, Mr. B.K. Pardhi, learned C.G.C. for Union of India and Mr. K. Das, learned Additional Standing Counsel for State-Opposite Parties.

2. The grievance of the Petitioner is that, the Tahasildar is not acting upon the direction of the Deputy Collector. It is further submitted that, the Deputy Collector, Judicial, Jajpur in his letter dated 07.02.2024 has directed to the Tahasildar, Danagadi to enquire the matter looking into the grievance of the Petitioner.

3. Considering such limited prayer of the Petitioner, the writ petition is disposed of with a direction to the Tahasildar, Danagadi (Opposite Party No.6) to dispose of the grievance of the Petitioner as per the direction of the Deputy Collector, Judicial, Jajpur contained in letter dated 07.02.2024 under Annexure-3, in accordance with law and if no legal impediment is there, within a

period of three months from the date of receipt of certified copy of this order.

4. An urgent certified copy of this order be granted on proper application.

*( B.P. Routray )*  
*Judge*



B.K. Barik

**311**

इंडियन ऑयल कॉर्पोरेशन लिमिटेड

भुवनेश्वर मंडल कार्यालय

दुसरी मंजिल, इंडियन ऑयल भवन

A/2, चन्द्रशेखरपुर, भुवनेश्वर-751024

दूरभाष: 0674-2745854, 2745722, फैक्स: 0674-2742855

**Indian Oil Corporation Limited**

Bhubaneswar Divisional Office

2nd Floor, Indian Oil Bhavan

A/2, Chandrasekharpur, Bhubaneswar - 751 024

Tel.: 0674-2745854, 2745722, Fax : 0674-2742855

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**IndianOil**  
A Maharat  
Company**विपणन प्रभाग**  
**Marketing Division**

Ref: R/2023/IN002211/OR./000083/2201/00038

Page: 1 of 4

Date: 30.12.2023

To,

JYOTI PRAKASH SWAIN

S/O- JALADHAR SWAIN

AT- JUNA, PO- MARSHAGHAI, DIST- KENDRAPARA

ODISHA-754213

Dear Sir/Madam,

Sub: Proposed MS/HSD B Site Kisan Seva Kendra Dealership at Location: WITHIN 2 KM FROM JAKHAPURA POLICE STATION TOWARDS MILITARY CHOWK ON LHS ON BIJUPATANAYAK MARG ROAD, District: JAJPUR State: Odisha Category: OPEN

We refer to our advertisement dated 28.06.2023 and your application form No. IOCI6917701027198 for the award of MS/HSD Kisan Seva Kendra dealership at the above location and your provisional selection as a Single Candidate on 19.10.2023.

Please be informed that by this Letter of Intent, we propose to offer you a Kisan Seva Kendra dealership of Indian Oil Corporation Ltd. at the above location on the following terms & conditions:-

1. You have offered a suitable piece of land admeasuring 1620 Sq. Meter approx.; 45 Meter (frontage) X 36 Meter (depth) at KHATA NO 130,1,97 & 131 PLOT NO\*, Village MOUZA-DASMANIA, District: JAJPUR, State: Odisha. as indicated by you in the application for the development of the subject Kisan Seva Kendra. You have to make available said piece of land and submit all relevant land documents in respect of the same within 2 months from the date of this letter for enabling Indian Oil Corporation Ltd. to prepare layouts / applications for seeking the statutory approvals / licenses so that the Kisan Seva Kendra can be developed, failing which this offer is liable to be withdrawn.
2. For making the land available as required above, you will also ensure that the land arranged by you is either registered in your name or is leased to you for a minimum period as per the terms and condition of advertisement.
3. Indian Oil Corporation Ltd. shall prepare layouts / applications for obtaining all statutory approvals / licenses required for development of the Kisan Seva Kendra on the plot of land offered by you. You shall coordinate with the concerned statutory authorities for issuance of all requisite NOCs / Statutory approvals / Licences which are required for development of the Kisan Seva Kendra.
4. As and when advised by the Corporation, the site offered by you including the entry / exit / acceleration / de-acceleration / service road would be duly developed up to the road level by cutting/filling (as applicable), with good earth/murum, layer-wise compacted as per standard engineering practices. You shall also construct necessary retaining wall and compound wall of 1.5 meters height, designed as per site conditions as per approval of Corporation as committed under Clause 12(e)/11(e) of affidavit submitted by you along with application. Kindly note that in case the site as offered by you for putting up the Kisan Seva Kendra is not developed as per the advice of the Corporation, this Letter Of Intent will be withdrawn without any further notice.
5. You will provide at the Kisan Seva Kendra infrastructural facilities like Permanent Sales Building (Including Public Toilet/Electric Room/Office Room/Store/Lube display Driveway-KSK Buffer Strip/Approaches as per norms ,Yard Lighting, Water Connection/Borewell, Compressor with Electronic Air Gauge/Generator/Inverter Non Fuel Facility at Kisan Seva Kendra as mentioned in the Brochure and after obtaining necessary clearances/approvals/licences as applicable in each case.

CIN: L23201MH1959GOI011388, Office: INDIAN OIL BHAVAN, Website: www.ioci.com

6. In addition, you will also provide the following basic facilities at your cost at the Kisan Seva Kendra premises:-

- a. Clean drinking water.
- b. Free Air.
- c. Clean toilet.
- d. Telephone.
- e. First aid kit with valid medicines.
- f. Adequate illumination.
- g. PUC facilities, wherever it is mandatory.
- h. Other facilities as may be specified by the Corporation from time to time.

7. Additional facilities (site specific) like Canopy, Service Station or any other facility as may be decided by Indian Oil Corporation Ltd. from time to time would also be required to be developed by you. Further, in compliance of gazette notification dated 08.11.2019 which mandates provision of at least one alternate fuel facility in all new Kisan Seva Kendra commissioned post the said notification, you will ensure the minimum provision of at least one single point EV charging station conforming to standards and specification as prescribed by Divisional Office of Indian Oil Corporation Ltd. at the proposed site at your cost within the stipulated timelines.

8. Indian Oil Corporation Ltd. will provide storage tanks and pumps and other facilities considered necessary at the Kisan Seva Kendra.

9. For the facilities that may be provided by the Corporation as aforesaid, we will recover from you license fee as may be decided by the Corporation and applicable to you from time to time.

- i) At present, up to a combined sales volume (MS+HSD) of less than 600 KL in a financial year for the first 3 years of operation, the SSLF recovery from the KSK shall be Rs NIL / KL for MS and Rs NIL /KL for HSD including applicable taxes.
- ii) However, the License fee will be applicable whenever the combined sales volume (MS+HSD) of the KSK reaches 600 KL or above during any financial year and the same will be recovered from the first month of the next financial year. However, regardless of sales volume of the KSK, the license fee will in any case be recoverable after 3 years of commissioning of the KSK. Presently, the license fee recoverable is Rs 196.51/- KL for MS and Rs 163.76/- KL for HSD including applicable taxes.
- iii) After commencement of SSLF recovery, even if the sales volume drops below the minimum combined volume (MS+HSD) of 600 KLPA, the recovery shall continue as per (ii) above.

10. The corporation will not be held liable for any loss or damage on account of delay that may be caused in providing you the facilities mentioned above, whatever may be the cause of the failure or delay.

11. You will ensure all financial and other arrangements for operating the Kisan Seva Kendra dealership. In case you are unable to arrange funds required for development of desired infrastructure and facilities at the Outlet allotted and the working capital for operation of the Kisan Seva Kendra as mentioned in the Advertisement for the location, this LOI can be withdrawn and you will have no claim/damages whatsoever against Indian Oil Corporation Ltd.

12. You shall not induct any partner(s) in case of individual (s) nor make any changes in the constitution of the partners as existing at the time of application without approval of the Company, except your spouse as per terms and conditions of Indian Oil Corporation Ltd..

13. It will always be a basic condition for the award of MS / HSD retail outlet dealership that you shall be paying attention towards day to day working of the dealership by personally managing the affairs of the dealership you will give us a written undertaking to this effect and shall not assign or part with the same to any other person (s).

You will not be eligible for taking up any employment. If you are already employed you will have to resign from the employment and produce the letter of acceptance of resignation by the employer before the issuance of Letter of Appointment by Indian Oil Corporation Ltd..

14. You will deposit with us a Demand Draft for Rs. 360000.00 drawn on any scheduled bank in favour of Indian Oil Corporation Ltd. payable at Bhubaneswar towards Security Deposit (after setting off Initial Security Deposit amount) at the time of issuance of appointment letter after compliance of all the requirements of LOI. Kindly note that the Security deposit will not carry any interest and is refundable at the time of expiry of agreement between you and the Corporation. However, if such expiry of agreement is consequent to proven adulteration/malpractice at the dealership, this amount will be forfeited.

15. You will also remit an amount of Rs. 5.0 Lakhs towards Non-refundable Fixed fee, by way of a Demand Draft for Rs 5.0 Lakhs drawn on any scheduled bank in favour of Indian Oil Corporation Ltd. payable at Bhubaneswar within 15 days of receipt of NOC.
16. You will be notified by the Corporation, in writing, after the facilities mentioned above are made available and are ready for commissioning the dealership. Immediately on receipt of the above notice from the Corporation, you shall obtain each and every license necessary for operating your dealership as may be required under any Central / State Govt. / Municipal or Local authorities for the time being in force.
17. If we find that the progress made by you towards the above is not to our satisfaction, this offer is liable to be withdrawn.
18. Please note that you are required to fulfill the conditions with regard to inducting Spouse as Co-owner in the dealership before issuance of Letter of Appointment.
19. This letter of intent will stand automatically withdrawn and cancelled on the happening of any of the following events:-
- In case you or any of your family members (as defined under disqualification criteria of dealer selection guidelines) receive anytime or have received a letter of intent for any other "A/CC" site RO dealership or LPG distributorship from our company or any other oil marketing company either in your individual capacity or in partnership with any other individual(s).
  - In case you or any of your family member gets inducted as partner or proprietor in "A/CC" site RO dealership or LPG distributorship of our company or any other oil marketing company.
  - If it is found that you have suppressed and / or misrepresented any material facts in your application.
  - In case you are found to be convicted for any criminal / economic offence involving moral turpitude.
  - In the event of death if you are an individual/partner.
20. In case you are not able to provide the land / develop facilities within the specified time or fail to fulfill the terms & conditions of LOI, then LOI can be withdrawn. In such situations Initial Security Deposit (ISD) would be forfeited. The Initial Security Deposit (ISD) would also be forfeited if you are unable to submit the total bidding amount within the stipulated time or withdraw for any reason, your selection would be treated as cancelled and LOI withdrawn. The LOI would also be withdrawn and selection cancelled, if you are unable to submit the Non-refundable fixed fee within the stipulated time. In such situations Initial Security Deposit (ISD) would be forfeited.
21. You will not sell/lease/mortgage the said land to any third party without the permission of Indian Oil Corporation Ltd. in writing, so long as the Dealership Agreement is valid and Indian Oil Corporation Ltd.'s facilities continue at the site.
22. In case of termination of / resignation from the dealership, within 3 months of disassociation from Indian Oil Corporation Ltd., you will execute a lease or will sub lease the land together with structures thereon to the company if the company so desires, for a period not exceeding 30 years at normal yearly rental (excluding Municipal Taxes) which shall not be more than 10 % of the then prevailing market value of the land and the structures standing thereon.
23. This letter is merely a letter of intent and is not to be construed as a 'firm offer' of dealership to you. The dealership will be allotted to you on your complying with the terms and conditions spelt out herein above by issuance of appointment letter along with signing of our standard dealership agreement between you and us.

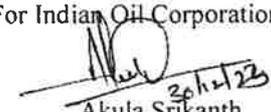
Should you require any further details / guidelines, please get in touch with our office at the address mentioned below:  
 Bhubneswar Divisional Office  
 Indian Oil Corporation Limited,  
 Bhubaneswar, Orissa

Remarks :

\*PLOT NO-227(P),350/929(P),351(P),350(P),349(P) & 420(P)

Please acknowledge receipt of this letter.  
 Thanking you,

Yours faithfully  
 For Indian Oil Corporation Ltd.

  
 Akula Srikanth

Divisional Retail Sales Head

---

**ACKNOWLEDGEMENT**

I/we hereby accept this Letter of Intent with all the terms and conditions stipulated therein.

I/We do hereby confirm that I/we am/are eligible for allotment of Kisan Seva Kendra dealership as per applicability of Multiple Dealership Norm defined under Clause "Disqualification" in the " Brochure for Selection of Dealers for Regular & Rural Retail Outlets" and I am / We are not disqualified for allotment of Kisan Seva Kendra dealership under other conditions mentioned therein.

I/We confirm that in the event of any proceedings pending against the dealership/distributorship (Court cases, Show Cause notices, etc.), on account of critical/major irregularities for violation of Marketing Discipline Guidelines/Dealership Agreement, Control Orders or ESMA, held by me/us or my family unit / any member/s of our organization (as defined under Multiple dealership norm for individuals/non-individuals of Disqualification criteria), the allotment made will be conditional and subject to the outcome of such proceedings. I/We understand that I/we will also not be entitled for any claim, damages, etc. in case of cancellation of allotment in the event of adverse verdict in such pending proceedings.

Place:  
Date:

Signature:  
Name:

Ref: R/2023/IN002211/OR./000083/2201/00038

Date: 30.12.2023

NOO:

CC : State Retail Head : Vide ref. 2201/20232024/284399 dated 29.12.2023 approval was obtained for issue of LOI. Accordingly the above LOI has been issued. This is for your kind information & records.



Email: eepwd.pkl@rediffmail.com  
Phone/Fax: 06726 240120

**OFFICE OF THE SUPERINTENDING ENGINEER  
PANIKOILI (R&B) DIVISION.  
PANIKOILI.**

Letter No 1313 Dtd 09. Feb. 2024

To:

The Additional District Magistrate,  
Jajpur.

Sub:- Grant of NOC for Construction of MS/ HSD Retail outlet, Indian Oil Corporation Limited at Dasamania under Danagadi Tahasil.

Ref:- Your good office Letter No.994, dtd.24.01.2024.

Sir,

In inviting a kind reference to the subject cited above, it is to state that as per the field enquiry by the Assistant Executive Engineer, Panikoili (R&B) Sub-Division, Panikoili vide letter No.113 dtd.08.02.2024 it has reported that the approach road of the proposed land is feasible and no obstruction will be created for drainage of natural water course (As attached drawing of the area of project site over Plot No.227(P), 350/929(P), 351(P), 350(P), 349(P), 420(P) & Khata No.130, 1,97 & 131 under Danagadi Tahasil) for construction of MS/HSD retail outlet by Indian Oil Corporation Limited, Bhubaneswar, is feasible for approach road and drainage facilities. Hence the NOC may be issued.

This is for favour of your kind information and necessary action.

Yours faithfully

Encloser- The proposed drawing

Is attached.

Memo No. 1314 / Dated 09.02.24

Copy forwarded to the Assistant Executive Engineer, Panikoili (R&B) Sub-Division, for information with reference to his letter No.113 dtd.05.02.2024.

M-974  
41/3  
**Received**  
PR Section  
Collectorate, Jajpur

Superintending Engineer  
Panikoili (R&B) Division  
09/02/24

Superintending Engineer  
Panikoili (R&B) Division  
09/02/24


**OFFICE OF THE TAHASILDAR, DANAGADI**

ପୁରୀଜିଲ୍ଲାପାଳଙ୍କୁ - ୦୬୭୨୮-୨୧୪୨୧୫୫- ନମ୍ବର : tdrdanagadi@gmail.com

ଠିକଣା - ୭୫୫୦୨୬ (ଓଡ଼ିଶା)

Letter No. 767

/Date: 29-02-2024

The Additional District Magistrate, Jajpur  
 Sub:-Grant of NOC for construction of MS/HSD Retail Outlet IOCL at mouza Dasamania  
 Under DanagadiTahasil.

Ref:-Your letter No.III-JA-03/2024/994/dated 24/01/2024 and IIIJA-03/2024/1738 dated  
 07.02.2024

Sir,

With reference to the subject cited above, the inquiry report in the desired format regarding grant of "No Objection Certificate" for opening of MS/HSD Retail Outlet IOCL at mouza Dasamania under Danagadi Tahasil is given below:-

1. **Public Objection:** - A public notice was issued in the locality inviting public objection, if any on dated 09/02/2024 vide this office notice No.554 dt.09/02/2024. Accordingly notice also published in Panchayat Samiti, Danagadi/Concerned GP Office/RI, Office and office Notice Board for wide publication. In pursuance of the notice issued by this office, various objections/supports have been received from the villagers of Manatira GP.

**Objection received from different concerned are**

As claimed by petitioners,

- i) There will be traffic congestion.
- ii) The kids of nearby primary school may face accidents while crossing roads
- iii) Different SHG groups are using the nearby water body for chicken farming and goat farming.
- iv) Nearby agricultural Land will get polluted.

**Supports received in favour of Petrol Pump.**

- i) As Kalinganagar Zone is growing in terms of Industries and developing agricultural products, this Petrol pump will fulfill the needs of growing demand of motor vehicle which will be used in Industries, agricultures etc.
- ii) It will generate employment which will be helpful to many families.

**2. Ownership of the proposed land:-**

Revenue Inspector, Manatira was directed to inquiry into the matter vide this office memo No.285 dtd.29/01/2024. Revenue Inspector, Manatira has inquired and submitted his report as per the criteria asked vide letter No.III-JA-03/2024/994/ dated 24.01.2024. From the report, it is revealed that the suit land is received by M/s Jyoti Filling Station in Dasamania village from IDCO, Bhubaneswar through lease.

**Land Schedule**

Mouza	Khata No	Plot No.	Area	Kisam	Remarks
Dasaania	1	350/929	Ac.0.01 O/O 0.11	Pasi-1	All the plots acquired by IDCO and Agreement made with the applicant vide Document No.1872200019/d ated 08.08.2022
		351	Ac.0.02 O/O 0.32	Ambabagayat	
		350	Ac.0.22 O/O 0.26	Pasi-1	
	97	349	Ac.0.05 O/O 1.31	Pasi-1	
	130	227	Ac.0.04 O/O 0.14	Puratan Patita	
	131	420	Ac. 0.06 O/O 1.07	Rasta	

3. Information will be supplied by S.P. Jajpur.

4. Information will be supplied by Fire Officer.

5. That opening Retail Outlet on above said land will not obstruct natural water course. (RI Report enclosed)

6. The Retail Outlet on above land is connected to the Biju Pattanayak Road and drainage facility available. (RI Report enclosed)

7. The radial distance from proposed site to nearest school is 150 Meter, nearest Temple is 1 KM, nearest Hospital 500 Meter and nearest village 130 Meter. (RI Report enclosed)

8. There may not be any harm to the natural habitants, upon given grant of license to the filling station. (RI Report enclosed)

9. The radial distance from the nearest petrol pump is 450 Meter. (RI Report enclosed)

10. **Viewpoint/Opinion:**

- i) The suit land comes under the Kalinganagar National Investment Manufacturing Zone.
- ii) The State of Odisha being the fastest growing economy in India has always taken measures to enhance the Industrial ecosystem.
- iii) In this particular instance, the 67th DLSWCA chaired by Collector cum DM, Jajpur has already granted permission for allotment of above schedule IDCO Land to M/s Jyoti Filling station on 24.01.2020.
- iv) After, getting approval from the DLSWCA, IDCO, made a lease agreement with M/s Jyoti Filling station vide Document No. - 11872200019 dated 08.08.2022.
- v) As new industries have already got nod from the Govt. of Odisha for its establishment in the Kalinganagar National Investment Manufacturing Zone, the fuel consumption need will be higher. The establishment of another fuel point will cater the need of fuel consumption in future due to rapid industrialization. Hence, NOC for construction of MS/HSD Retail outlet of IOCL by M/s Jyoti Filling station at Dasmania may be granted as per guideline considering better interest of Public as well as of State.

Yoursfaithfully,

*[Signature]*  
Tahasildar, Danagadi

29/08/22  
**TAHASILDAR, DANAGADI**

1872200022(0)

Vol-02  
73-106

GOVT. OF ODISHA  
DSR, JAJPUR  
JAJPUR



STAMP DUTY  
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ଓଡ଼ିଶା  
NON JUDICIAL

3661 7438307

Rs ≈ 0054850 ≈ -8.8.2022

365512

ODISHA

LICENSE NO : JPRFRA001

INDIA \*\*Zero\*Zero\*Five\*Four\*Eight\*Five\*Zero\*\*

District Sub-Registrar  
JAJPUR

LC : 10,00,000 = 00  
11UC : 14000 = 00  
4(GR+Car) 70,980 = 00  
PF : 5000 = 00  
GST : 6615 = 00  
Total R. 10,96,595 = 00

Fee Paid  
456821,932 = 00  
#61 2 10 = 00  
D 2 60 = 00  
22,002 = 00  
UC 2 355 = 00  
22,357 = 00



Addl. Land Officer  
IDCO, Jaipur Road Division  
9078124185



Jyoti Prakash Swain

AGREEMENT JYOTI FILLING STATION

Jyoti Prakash Swain  
PROPRIETOR



Addl. Land Officer  
IDCO, Jaipur Road Division

An Agreement made at 8th August year-2022

Mub No - 9937070466

BETWEEN ODISHA INDUSTRIAL INFRASTRUCTURE DEVELOPMENT CORPORATION. a corporation constituted and operated by the state of Odisha under the ODISHA INDUSTRIAL INFRASTRUCTURE DEVELOPMENT CORPORATION Act, 1980 (Odisha Act 1 of 1980) and having its Head Office at IDCO Tower, Janpath, Bhubaneswar, Odisha, Pin-751022, hereinafter called the "Lessor" / "Grantor" (which expression shall unless the context does not so admit, include its successors and assigns) of the ONE PART

JYOTI FILLING STATION  
Jyoti Prakash Swain  
PROPRIETOR

Franchising Sl. No-262, Dt-08.08.2022  
 Non-Judicial Stamps Worth of Rs. 54,850/-  
 (Rupees Fifty four thousand eight hundred fifty only)

Sold to

M/s Jyoti Filling Station

Ch- Jyoti prakash Sechin

At- Dasmania, Po- Takhpura Kalinjurnagar

Dist- Jaipur

✓ Iron Prakash Swain

S. Jyoti 08/08/2022  
 STAMP CLERK  
 FRANKING  
 D.S. OFFICE, JAIPUR



DISTRICT REGISTRAR  
 JAIPUR

**AND**

**"M/s. Jyoti Filling Station"**, being a proprietorship firm, and having its Registered Office:- At-Dasmania, PS-Jakhapura, Kalinga Nagar, District- Jajpur represented by Shri Jyoti Prakash Swain (Proprietor), aged about 38 year, S/o- Shri Jaladhar Swain, resident of village Juna, PS- Marshaghal, District- Kendrapara with EIN No.0132200714 carrying on business in proprietors in the firm-name and style of **M/s. Jyoti Filling Station** having his / their office / place of business At-Dasmania, PS-Jakhapura, Kalinga Nagar, District- Jajpur, hereinafter called the Lessee (which expression shall unless the context does, not so admit, include its successor/successors in business / is / their survivors or survivor and the heirs, executors and permitted assigns) of the **OTHER PART**.

The "Lessor" and the "Lessee" are (hereinafter together always referred to as the "Parties" and are individually, when necessary, referred to as "Party").

WHEREAS the Lessee/Lessees has/have applied to the Grantor/ Lessor for the grant to him/them/her/it of a lease of the land and premises hereinafter described, which the Grantor/Lessor has agreed to grant to him upon certain terms and conditions vide Allotment No.11999 Dtd.12.05.2022.

**AND WHEREAS** before signing this Agreement, the Lessee / Lessees has already deposited the total amount of Rs.10,43,070.00 for Ac.0.400 of land i.e., a sum of Rs.10,00,000.00 towards land cost @ Rs.25,00,000.00 per acre and Rs.14,000.00 as Industrial Infrastructure Up-gradation Scheme (IIUS) component @ Rs.35,000.00 per acre and GST 18% Rs.2,520.00, Annual Rent of

*[Signature]*  
Addl. Land Officer  
IDCO, Jajpur Road Division

JYOTI FILLING STATION  
Jyoti Prakash Swain  
PROPRIETOR



*[Handwritten Signature]*  
DISTRICT REGISTRAR  
JAIPUR

Rs.17,500.00 i.e. 1.75% of land value for the financial year 2021-22 with IDCO and GST @18% Rs.3,150.00, Rs.5,000.00 only towards non-refundable processing fee and GST @18% Rs.900.00.

**NOW IT IS HEREBY MUTUALLY AGREED as follows: -**

1. During the moratorium period of three years in case of Micro, Small or Medium industries and five years in case of Large industries from the date hereof the Lessee / Lessees shall have licence and authority only to enter upon the piece of land described in the first schedule hereunder-written and delineated on the plan annexed hereto and there on for the purpose of building and executing works for the implementation of the project, there on as herein after provided and for no other purpose what so ever and until the grant of such Lease as is hereinafter referred to the Lessee / Lessees shall be deemed to be a bare Lessee only of the premises at the same rent and subject to the same terms as if the Lease had been actually executed.
2. Nothing in these present contained shall be construed as a demise in law of the said land hereby agreed to be demised or any part there so as to give to the Lessee/Lessees any legal interest therein until the lease hereby contemplated to be executed and registered but the Lessee/Lessees shall only have a licence to enter upon the said land for the purpose of performing this Agreement.  
However, the Lessor shall permit the Lessee the use and occupation of the Licensed Premises during the period of License herein created without any hindrance/eviction

*[Signature]*  
Addl. Land Officer  
IDCO, Jaipur Road Division

JWOTI FILLING STATION  
Jwoti  
Proprietor  
Jwoti



*[Handwritten Signature]*  
DISTRICT REGISTRAR  
JAIPUR

interruption and/or disturbance, claim or demand whatsoever by the Lessor or any person claiming by from under or in trust for the Lessor, save and except in the event of termination or prior determination under clause 6 below.

3. The Lessee/Lessees hereby agrees/agree to observe and perform the stipulations following that is to say: -

- a. That the Lessee/Lessees shall take possession of the property on "as is where is basis". No further demand shall be made to the Lessor for any improvement and / or development of the land whatsoever.
- b. The Lessee/Lessees may, at its own cost, put up two sign-boards indicating its name, on the exterior of the Licensed Premises, Provided that the dimensions and exact location of such sign boards shall be intimated, in advance, to the Lessor for its approval and that such approval should be obtained, in writing, Provided However, that such approval shall not be unreasonably withheld. Such signboards should not cause any damage to the facade of the Licensed Premises and shall not contravene any local laws or regulations.
- c. The said plot of land shall be fenced in during construction by the Lessee/Lessees at his/their/its expense in every respect.
- d. No work shall be commenced which infringes any of the Building Regulations set out by the Appropriate Authority, Governed by Govt. of Odisha until the said

  
Addl. Land Officer  
IDCO, Jaipur Road Division

NOTIFYING STATION  
PHOTOGRAPHY SWAYAM  
PROPRIETOR



**Endorsement of the certificate of admissibility**

Admissible under rule 25: duly stamped under the Indian stamp (Orissa Amendment act 1 of 2008) Act 1899, Schedule I-A No. 250. Fees Paid : A5(b)-21932 ,A-21-10 ,D-60, User Charges-355 ,Total 22357

Date: 08/08/2022

*[Signature]*  
DISTRICT REGISTRAR  
JAIPUR

**Endorsement under section 52**

Presented for registration in the office of the Sub-Registrar District Registrar JAJPUR ADM- between the hours of 10:00 AM and 1:30 PM on the 08/08/2022 by JITENDRIYA DASH ADDL LAND OFFICER ON BEHALF OF IDCO JAJPUR ROAD DIVISION, son/wife of , of AT-IDCO TOWERS, JANAPATH, BHUBANESWAR-22, by caste, profession and finger prints affixed.



Signature of Presenter / Date: 08/08/2022

*[Signature]*  
DISTRICT REGISTRAR  
JAIPUR

**Endorsement under section 58**

Execution is admitted by :

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
JITENDRIYA DASH ADDL LAND OFFICER ON BEHALF OF IDCO JAJPUR ROAD DIVISION		 315649555	<i>[Signature]</i>	08-Aug-2022
JYOTI PRAKASH SWAIN PROPRIETOR ON BEHALF OF JYOTI FILLING STATION		 243389161	<i>[Signature]</i>	08-Aug-2022

Identified by SUVRANSU SEKHAR DAS Son/Wife of SUBODHYA KUMAR DAS of AT/PO-BATIRA, DIST-KENDRAPARA by profession Cultivation

plans and elevations shall have been so approved as aforesaid and thereafter he/they/it shall not make any alterations or additions there to unless such alterations and additions shall have been previously in like manner approved.

- e. The Lessee/Lesseees shall have to start civil construction on the allotted property within six months from the date of possession and commence commercial production within three/five years from the date of handing over of possession. The extension of implementation up to one year may be allowed without imposition of penalty provided the Lessor is convinced that the delay is not due to the fault of the Lessee. However penalty at the rate of 1 % of prevailing land cost of the industrial estate shall be imposed beyond the approved implementation period at the discretion of the Lessor.
- f. The Lessee/Lesseees shall be responsible for complying with all pertinent bye- laws, rules and regulations for the time being in force in respect of the changes made by the Lessee inside the Licensed premises the Lessee may deem fit for full enjoyment of the Licensed Premises.
- g. That Lessee/Lesseees will pay all rates, taxes, charges, claims and outgoings chargeable against an owner or occupier in respect of the said land and any building erected thereon.

  
Addl. Lane Officer  
IDCO, Jaipur Road Division

JYOTIFILLING STATION  
J101C Pura KOLM Swast D  
PROPRIETOR

8/8/22, 6:40 PM

Print Endorsement

Identified by BASUDEV SAHOO Son/Wife of KHAJINDRA SAHOO of IDCO BBSR by profession Cultivation

BASUDEV SAHOO		 42439107	<i>Basudev Sahoo</i>	08-Aug-2022
SUVRANSU SEKHAR DAS		 42439113	<i>Suvransu Sekhar Das</i>	08-Aug-2022

Date: 08/08/2022

*[Signature]*  
Signature of Registering officer

DISTRICT REGISTRAR  
JAJPUR

Endorsement of certificate of registration under section 60

Registered and true copy filed in : Office of the District Registrar, JAJPUR ADM-

Book Number : 1 || Volume Number : 1

Document Number : 11972200019

For the year : 2022

Seal :

Date: 08/08/2022



*[Signature]*  
Signature of Registering officer  
DISTRICT REGISTRAR  
JAJPUR

- h. The Lessee/Lessees agrees/agree and admits its liability to pay any such further sum or sums towards premium of the demised land demanded by the Lessor consequent upon the Lessor being required to pay more towards the compensation arising out of any law or order of any competent Court. The Lessee agrees and undertakes to reimburse the Lessor towards payment of higher compensation as may be assessed.
- a. That the Lessee/Lessees shall from time to time pay to the Lessor such recurring fees in the nature of service or other charges as may be prescribed by the Government of Odisha under the Odisha Industrial Infrastructure Development Corporation Act, 1980 and the Rules framed thereunder.
- j. That the Lessee will keep the Lessor indemnified against any and all claims for damage which may be caused to any adjoining buildings or other premises by such building or in consequence of the execution of the aforesaid works and also against all payments whatsoever which during the progress of the work may become payable or be demanded by the Municipality or any local authority in respect of the said works or of anything done under the authority herein contained.
- k. That the Lessee shall observe and conform to all rules, regulations and bye-laws of the Local Authority concerned or any other statutory regulation in any way relating to public health and sanitation in force for the time being and shall provide sufficient latrine

  
Addl. Land Officer  
IDCO, Jaipur Road Division

JYOTIFILLING STATION  
JY041  
PROPRIETOR



DISTRICT REGISTRAR  
JAIPUR

accommodation and other sanitary arrangement for the labourers and workmen employed during the construction of the buildings on the said land in order to keep the said land and its surroundings clean and in good condition to the entire satisfaction of the Divisional Head, IDCO and shall not, without the consent in writing of the Divisional Head, IDCO permit any labourers or workmen to reside upon the said land and in the event of such consent being given shall comply strictly with the terms thereof.

- l. That the Lessee/Lessees will not make any excavation upon any part of the said land nor remove any stone, earth, or other material there from except so far as may, in the opinion of the officer authorised by the Grantor/Lessor, be necessary for the purpose of forming the foundations of the building and compound walls and executing the works authorised by this Agreement.
- m. That the Lessee/Lessees will not directly or indirectly transfer, assign, sell, encumber or parts with his/their/its Interest under or the benefit of this Agreement or any part thereof in any manner whatsoever without the previous consent in writing of the Corporation. However in case of the Lessee is desirous of creation of charge/ interest of any Banking or Non-Banking Financial Company for financial assistance for the purpose of grant of license, the same may be executed with prior consent of the Lessor in the

  
Addl. Lead Officer  
IDCO, Jaipur Road Division

JYOTI FILLING STATION  
JYOTI FILLING STATION  
PROPRIETOR



DISTRICT REGISTRAR  
JAIPUR

*[Handwritten signature]*

format and procedure mentioned under the regulations and rules of the Lessor. In this event also, it is hereby clarified that at no point of time the Lessee per se gets any interest over the demised premises of the License.

- n. That the Lessee/Lessees shall not at any time do, cause or permit any nuisance in or upon the said land and in particular shall not use or permit the said land to be used for any industry other than the purpose for which the land is allotted.
- o. That the Lessee/Lessees shall at own cost construct and maintain an access road leading from the Estate road to the said land in strict accordance with the specifications and details prescribed by the Divisional Head concerned.
- p. The Lessee shall always be liable to make good the exterior and structure of the Licensed Premises including walls, drainage and roof by carrying out necessary repairs or renovations within its statutory common duty of care.
- q. That in employing skilled and unskilled labour the Lessee/Lessees shall give first preference to the persons who are able-bodied and whose lands are acquired for the purpose of the said industrial area.
- r. The Lessee/Lessees hereby agrees/agree to bear all charges to be paid to the power supply company for making the power available to the Lessee in terms of these presents and for consumption of the electric power by the Lessee.

  
Addl. Land Officer  
IDCO, Jaipur Road Division

JYOTI FILLING STATION  
Jyoti Filling Station  
PROPRIETOR



DISTRICT REGISTRAR - 2012  
JAIPUR

4. That the Lessor hereby agrees to observe and perform the stipulations following that is to say:

a. The Lessor shall not be liable to the Lessee, its Directors, officers, employees, servants, agents, invitees, visitors, customers or any other person using or at any time being upon the Licensed Premises or any personal injury, damage, loss or inconvenience howsoever or whatsoever caused to them or to any goods or chattels brought by any person upon the Licensed Premises it being the intention of and agreed to between the Parties that the Lessee and other persons using the Licensed Premises shall use the same solely at the risk of the Lessee, provided that, such injury, damage, loss or inconvenience is not caused by the negligence of the Lessor, its employees or agents.

b. The Lessor further agrees that as soon as the Divisional Head / Land Officer / authorized officer of IDCO certifies on the completion of factory building and on commencement of commercial production in accordance with the terms hereof and if the Lessee/Lessees shall have observed all the stipulations and conditions herein before contained, the Lessor will grant and the Lessee/Lessees will accept a lease (which shall be executed by the parties in duplicate) of the said land and the factory building erected thereon for a term of 65 (sixty five) years or for the balance lease period, from the date of handing over possession.

  
Addl. Land Officer  
IDCO, Jaipur Road Division

JYOTI FILLING STATION  
JYOTI Pharam Jaiswar  
PROPRIETOR



DISTRICT REGISTRAR  
JAIPUR

c. The Lease shall be prepared in duplicate in accordance with form of Lease set out in the schedule hereunder-written with such modification and conditions there to as may be agreed upon and all costs, charges and expenses of and incidental to the execution of Agreement and its duplicate, also the lease and its duplicate shall be borne and paid by the Lessee/Lessees alone.

5. Termination, post-termination obligations

Either Party ("non-defaulting party") shall be entitled to terminate this Agreement in the event of the other party ("defaulting party") committing a material breach of the terms, conditions and covenants contained in this Agreement to be observed and performed by the defaulting party by giving 30 days advance notice in writing and if the defaulting party rectifies the breach and informs the non-defaulting party in writing about the same within the said period of 30 (thirty) days then the notice will cease to be effective.

However, if the defaulting party is unable to rectify the breach within the period of 30 days, then this Agreement shall, at the option of the non-defaulting party, stand terminated.

6. Notices

All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be either delivered personally or sent by mail, at the following addresses of the Parties:

  
Addl. Land Officer  
DCO, Jaipur Road Division

JYOTI FILLING STATION  
Jyoti  
Proprietor



2008-2012  
DISTRICT REGISTRAR  
JAIPUR

- 50 -

- a. To the Lessor at its Registered office mentioned herein, and
- b. To the Lessee at
  - i. The Licensed Premises and
  - ii. Its registered office

Notice shall be deemed to be given on the seventh business day after such notice is mailed, if sent by registered mail. Any notice shall commence on the day such notice is deemed to be given.

A Party may change its address for purposes hereof by notice to the other Party.

#### 7. Force Majeure

Neither Party shall be liable to the other Party for failure to perform its obligations hereunder due to the occurrence of any event beyond the control of such Party and affecting its performance including, without limitation, governmental regulations, orders, administrative requests, rulings or orders, acts of God, war, war-like hostilities, civil commotion, riots, epidemics, or any other similar cause or causes.

#### 8. Governing Law

It is declared and confirmed by the Parties hereto that what is recorded in this Agreement reflects the true intention of the Parties and neither Parties shall contend to the contrary. This Agreement shall be governed and construed in accordance with the laws of India.

  
Addl. Lender Officer  
IDCO, Jaipur Road Division

JYOTI FILLING STATION  
Jyoti Khandelwal  
PROPRIETOR



*11/08/2017*  
DISTRICT REGISTRAR  
JAIPUR

9. Costs for Registration

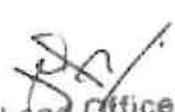
All costs and expenses for preparation, execution and registration of this agreement/licence shall be borne by the Lessee.

10. Should there be any conflict between the terms contained in this Agreement and the term contained the IDCO Act/IDCO Land Regulations hereunder - written the latter shall prevail.

11. For the purpose of this Agreement to Lease the expression Chairman-cum Managing Director, IDCO shall include the Managing Director / the Land Officer / Divisional Head or any other authorised Officer of the Lessor.

**LAND SCHEDULE**

Name of the village: - Dasmania			Name of the P.S. & No.:- Jakhapura		
Name of the Tahasil: - Danagadi			Name of the District: - Jajpur		
Sl No.	Khata No.	Plot No.	Total Area (In Ac)	Proposed Area (In Ac)	Remarks
1	2	3	4	5	6
1	130	227(P) /	0.140	0.040	
2	1	350/929(P) /	0.110	0.010	
3	1	351(P) /	0.320	0.020	
4	1	350(P) /	0.260	0.220	
5	97	349(P) /	1.310	0.050	
6	131	420(P) /	1.070	0.060	
<b>Total:-</b>			<b>3.210</b>	<b>0.400</b>	

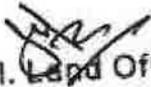
  
Addl. Land Officer  
Road Division



- 54 -

IN WITNESS WHEREOF Shri.....  
the Managing Director / the Land Officer / Divisional Head or any  
other authorised Officer of the Odisha Industrial Infrastructure  
Development Corporation (IDCO) has, for and on behalf of the  
aforesaid, Odisha Industrial Infrastructure Development  
Corporation (IDCO) set his hand and affixed the common seal of  
the Corporation hereto on its behalf and the Lessee/Lessee's hath  
hereunto set his/their hand/affixed the Common Seal of the  
Company the day and year first above written.

IN WITNESS WHEREOF

  
Addl. Land Officer  
IDCO, Jaipur Road Division

JYOTI FILLING STATION  
Jyoti Prakash Swain  
PROPRIETOR

SIGNATURE OF THE PARTY OF  
THE ONE PART

SIGNATURE OF THE PARTY OF  
THE OTHER PART

1. Name - Basudev Sahu  
Address - S/o Khajendra Sahu  
IDCO

JYOTI FILLING STATION  
Jyoti Prakash Swain  
PROPRIETOR

2. Name - Sumanu Sella Das  
Address - S/o Subodha Kumar Das  
97/90 - Bahira  
Dist - Kendrapara  
Pin - 754140

1. Name -  
Address  
2. Name -  
Address



Registered or filed in \_\_\_\_\_

Book No. L Volume No. 1

e-Registration I.D. No. LS722.00022(0)

e-Registration Document No. 1872200019

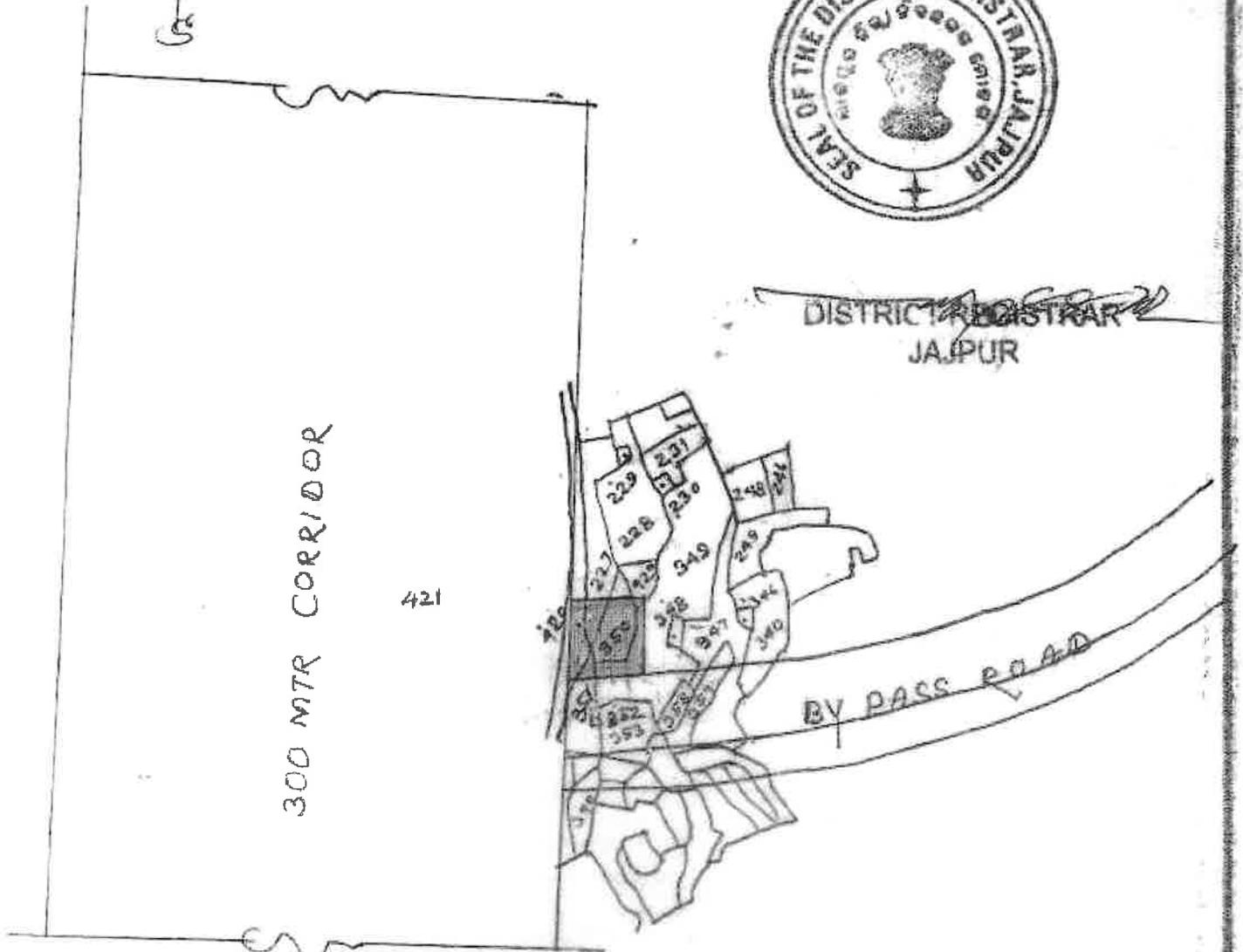
Date & Year 08/08/22

Registering Officer  
Jaipur

MOUZA - DASMANIA  
 THANA - JAKHAPURA  
 TAHASIL - DANAGADI  
 DIST - JAJPUR  
 SCALE - 16" = 1 MILE Map Id No - 18722.00022(6)



DISTRICT REGISTRAR  
 JAIPUR



(PLOT SIZE = 148'-0" x 118'-0")

LAND LEASED OUT TO M/S. JYOTI FILLING STATION SHOWING  
 THUS - [ ] ACO 400

*[Signature]*  
 REV. SUPERVISOR  
 IDCO - BBSR  
 Rev. Supervisor  
 P. S. Chaturvedi

*[Signature]*  
 ADDL. LAND OFFICER  
 IDCO, JAIPUR DIVISION  
 Addl. Land Officer  
 IDCO, Jaipur Road Division

M/S. JYOTI FILLING STATION  
 JYOTI FILLING STATION  
 Jyoti Prakashan  
 PROPRIETOR