



2025:AHC-1 KO:2025-124

**HIGH COURT OF JUDICATURE AT ALLAHABAD
LUCKNOW**

WRIT - C No. - 11738 of 2025

Pankaj Kumar

.....Petitioner(s)

Versus

Uoi Thru. Secy. Ministry Of Petroleum And
Natural Gas New Delhi And 2 Others

.....Respondent(s)

Counsel for Petitioner(s)	: Sharvan Kumar Pandey, Neelam Mishra
Counsel for Respondent(s)	: A.S.G.I., Arvind Kumar, Pushpila Bisht

Court No. - 3

**HON'BLE SHEKHAR B. SARAF, J.
HON'BLE MANJIVE SHUKLA, J.**

1. Heard learned counsel appearing on behalf of the parties.

2. This is a writ petition under Article 226 of the Constitution of India, wherein the petitioner is aggrieved by the letter dated October 17, 2025, wherein the respondent authorities have stated as follows:-

"2. This is to inform you that during Field Verification of Credentials, you failed to produce original land documents for verification by the Officer/the land documents produced by you were at variance with the documents submitted/information given in the application as detailed below:

** Applicant has taken lease from only Co-Owner excluding which applicant is having less land than requirement hence not eligible as per DSG 2023, hence to be rejected. Applicant moved to Group-3.*

3. In view of the above, we regret to inform you that your candidature has been found Ineligible. However, your candidature may get considered for selection along with Group 3 applicants as per guidelines."

3. Learned counsel appearing on behalf of the petitioner submits that the petitioner had taken lease from one of the co-owners and had also submitted consent of the other co-owners.

4. It is to be noted that the terms and conditions in the brochure dealing

with selection of dealers for regular & rural retail outlets categorically states in clause No.4(vi)(a) that in case of lease being taken, the lease is required to be for a minimum period of 19 years and 11 months and in case of co-ownership of the land of which the lease is being taken, the lease deed should be executed by all the co-owners.

5. In the present case, it is crystal clear that the petitioner did not execute the lease deed with all the co-owners.

6. The Coordinate Bench of this Court (by one of us) in **Veer Bahadur Singh Respondent v. Hindustan Petroleum Corporation Limited and Others**; (Writ C no. 169 of 2025) while dealing with a similar issue has held as follows:

"8. Secondly, Clause 4 (vi) (a) of the Brochure is a mandatory provision and requires all the co-owners to execute the lease deed. Catena of judgments of this High Court have held this particular clause to be mandatory in nature. [See: Rahul Singh Vs. Indian Oil Corporation Ltd. and others, Neutral Citation No. - 2024:AHC:40545-DB, Akshay Kumar Jaiswal Vs. Union of India and others, Neutral Citation No. - 2024:AHC:107416-DB, Abrar Qureshi Vs. Union of India and others, Neutral Citation No. - 2025:AHC:42480-DB and Rashmi Saroj Vs. Ministry of Petroleum and Natural Gas through its secretary A Wing Shashtri Bhawan and others, Neutral Citation No. - 2024:AHC-LKO:69732-DB]. The argument made by learned counsel appearing on behalf of respondent no.3 that other co-owners have witnessed the lease deed, and accordingly, had become confirming parties, is an argument in sophistry and is required to be rejected by us outright. There is a huge difference between executing a particular document and being a witness to the same document. The witness does not in any manner agree to the terms and conditions in the said lease deed while a person who executes the document agrees to the terms and conditions. In light of the same, co-owners witnessing a particular document would not amount to compliance of Clause 4 (vi) (a) of the Brochure that categorically requires execution by all the co-owners."

7. In light of the same, the action of the respondent authorities in downgrading the petitioner from Group-1 to Group-3 cannot be faulted.

8. Learned counsel appearing on behalf of the petitioner has further relied on the Supreme Court's judgement in **Sunita Gupta Vs. Union of India**

and others reported in **(2014) 15 SCC 601** to buttress his argument that the consent from the co-owners is sufficient.

9. From the perusal of the facts, it is clear that in the above case the land belonged to the husband and the father-in-law of the applicant.

10. In light of the same, the consent letters received from the husband and the father-in-law of the applicant was accepted by the Hon'ble Supreme Court as the case fell under Clause 4(vi)(g), wherein the land is owned by the family members and in such cases only consent letter is required to be taken.

11. The facts of the Hon'ble Supreme Court's case is completely distinguishable and does not come to the assistance of the petitioner.

12. In light of the same, the writ petition is dismissed.

(Manjive Shukla,J.) (Shekhar B. Saraf,J.)

December 17, 2025
Ashutosh