

FARAD CONTINUATION SHEET No.
IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH AT NAGPUR

WRIT PETITION NO. 218/2015

(KIRAN SUKHDEORAO MESHAM **VERSUS** INDIAN OIL CORPORATION LIMITED, NAGPUR)

Office Notes, Office Memoranda of Coram,
appearances, Court's orders of directions
and Registrar's orders

Court's or Judge's orders

Shri A.R. Deshpande, counsel for the petitioner.
Shri Rohit Joshi, counsel for the respondent.

CORAM : B.R. GAVAI AND
MRS. MRIDULA BHATKAR, JJ.

DATE : FEBRUARY 23, 2015.

The petitioner has approached this court being aggrieved by the order dated 24.12.2014 thereby cancelling the candidature of the petitioner and forfeiting an amount of Rs.25,000/- deposited by the petitioner.

2. The candidature of the petitioner is rejected basically on the ground that the petitioner had not supplied the registered lease-deed of the land on which he had proposed to start the outlet.

3. It is the contention of the petitioner that in view of Clause 8.5, if the deficiencies are noticed, the respondent ought to have called upon the petitioner to rectify the same.

4. Clause 9.1 of the guidelines for selection issued by the respondent reads thus-----

“9. *PROCEDURE FOR DRAW*

9.1 The scrutiny of the application will be carried out based on the information given in the application by the Committee appointed by the concerned Oil company.”

5. It can, thus, be seen that the scrutiny of the application has to be done on the basis of the information given in the application. A perusal of the application would reveal that the application specifically provides for 'the date of registration of sale deed/gift deed/lease deed/date of mutation'. In the said column, against the name of the owner, the petitioner has mentioned N.G. Lanjewar, his father-in-law. In the 3rd sub-column of column 9, he has mention 24.10.2013 as the date of registration of sale deed/gift deed/lease deed/date of mutation. It can, thus, be seen that as per the entries made by the petitioner in the application, the date of registration was 24.10.2013. as such, the petitioner was found eligible for draw and undisputedly, the petitioner has been found successful. As per Clause 10, the verification of the information given in the application is to be done only after the application of the candidate is approved. The question regarding as to whether the information given in the application was correct or not, therefore, arose only after the application of the petitioner was found correct in draw.

6. It would be relevant to refer sub-clause 'C' of clause 10.

“10. FIELD VERIFICATION OF CREDENTIALS (FVC)

a.

b.

c. *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 a letter would be sent by Registered Post AD / Speed Post pointing out the discrepancy. Candidature of selected candidate in such a case will be cancelled and 10% of applicable security deposit remitted by the selected candidate before FVC will be forfeited if false/incorrect/misrepresented information has been given in the application.”*

7. The said clause specifically provides that if the information is at variance with the original documents and if that information affects the eligibility of the candidate, the respondent is authorized to cancel the candidature and forfeit 10% of the applicable security deposit.

8. As already discussed hereinabove, the impression was given in the application that the date of registration of sale-deed/gift deed/lease deed was 24.10.2013. On the basis of the same, the petitioner was found to be eligible and permitted to be participated. Thereafter, it was found that neither there was registered sale-deed, nor gift-deed nor lease-deed nor deed of mutation. In these circumstances, it was found that the information given in the application was at variance with the original documents. Undisputedly, the said aspect affected the eligibility of the petitioner.

9. Insofar as the reference to Clause 8.5 is concerned, the said refers to only deficiencies found in the application. Undisputedly, there was no deficiency in the application. The application was very well filled, though giving an incorrect information. As such, we find that the reliance on the Clause 8 would not be warranted. Hence, we find that the action taken by the respondent is within the four corners of the law and warrants no interference.

10. In the result, the writ petition is dismissed. No costs.

JUDGE

JUDGE

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