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

WRIT PETITION NO. 6901/2014
(SANTOSH MAHADEO WANARE **VERSUS** B.P.C.LIMITED GANGAPUR & OTHERS)

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

Shri N.R. Saboo, counsel for the petitioner.
Shri Abhay Sambre, counsel for the R-1 & 2.
Shri R.G. Kavimandan h/f Shri R.L. Khapre, counsel for the R-3.

CORAM : SMT. VASANTI A. NAIK AND C.V. BHADANG, JJ.
DATE : JUNE 15, 2015.

By this petition, the petitioner challenges the communication issued by Bharat Petroleum Corporation, dated 06.11.2014, informing the petitioner that the petitioner was not eligible for selection as Regular L.P.G. Distributor at Shegaon, District Buldana.

The petitioner had applied for L.P.G. Distributorship as per the advertisement issued by the Corporation, dated 29.09.2013. Since the petitioner belongs to the Scheduled Caste Category and the L.P.G. Distributorship was for urban market, the petitioner was required to possess a minimum amount of Rs.5,00,000/- as closing balance on the last date of submission of the application as specified in the advertisement or the corrigendum. It is the case of the petitioner that the petitioner possessed an amount of more than Rs.5,00,000/- at the time of submission of the application but, the petitioner did not mention a couple of the Life Insurance Policies, Provident Fund amount and E.P.S. in the application. It is stated that at the time of field verification, the petitioner submitted the relevant documents but, by the impugned communication dated 06.11.2014, the petitioner was informed that he was not eligible for selection as a distributor for L.P.G. at Shegaon.

It is submitted on behalf of the petitioner that the impugned communication is liable to be set aside as the petitioner possessed an amount of more than Rs.5,00,000/- in the Savings Bank account in S.B.I., the Life Insurance Policies, Postal Life Insurance Policies, Provident Fund and E.P.S. at the time of application. It is submitted by placing reliance on Sub-Clause (vi) of Clause 6 of the Brochure of Guidelines for Selection of Regular L.P.G. Distributor that while arriving at an amount of Rs.5,00,000/-, the Corporation was required to add the amount in the Savings Bank account, Post Office, Fixed Deposits, Kisan Vikas Patra, Bonds, Shares of listed companies, P.P.F., Surrender value of Life Insurance Policies in the name of the applicant and his family members, etc. It is submitted that though the petitioner had mentioned about only four Life Insurance Policies, the petitioner possessed two more insurance policies and Provident Fund and E.P.S. amount. It is submitted that the respondent ought to have considered the value of all the policies while considering the question of the eligibility of the petitioner.

Shri Sambre, the learned counsel for the respondent nos.1 and 2, supported the order dated 06.11.2014 and submitted that the petitioner had misled the oil company by stating in the application that the value of the four policies mentioned in the application was Rs.5,50,000/-, as on the date of the application. It is stated that the surrender value of the four policies mentioned in the application was Rs.51,580/- as against Rs.5,50,000/- as claimed by the petitioner. The learned counsel relied on the judgment of the Hon'ble Supreme Court reported in **(2007) 4 SCC 410** (*Shiv Kant Yadav Versus Indian Oil Corporation & Others*) to substantiate the submission that the income declared in the application form, if found lower than the actual income could result in the cancellation of the allotment in view of the declaration in the application that any factual misstatement or declaration could result in cancellation of allotment. It is submitted that even if the surrender value of all the existing policies were to be considered, the petitioner cannot be said to have possessed an amount of Rs.5,00,000/- on the date of the application. It is submitted that the petitioner cannot ask the Corporation to consider the Provident Fund as Clause 6(vi) on which the petitioner has relied, does not mention that Provident Fund could be considered while arriving at an amount of Rs.5,00,000/-. It is stated that the candidature of the petitioner was rightly rejected as the petitioner had misled the Corporation by furnishing false information-details in the application form.

On hearing the learned counsel for the parties, it appears that the Corporation was justified in holding that the petitioner was not eligible for L.P.G. Distributorship. We have perused the application form of the petitioner. In the application form, it is incorrectly mentioned by the petitioner that the petitioner possessed Rs.5,15,011/- in his Savings Bank account on the date of the application though the petitioner possessed only an amount of Rs.3,64,011/- in the account. Also, the petitioner had wrongly mentioned in the application that the value of four policies, as mentioned in Item 12 of the application was Rs.5,50,000/- as on the date of the application. The value of the policies mentioned in the application was only Rs.51,580/-. In the declaration made by the petitioner, it was clearly stated that if on verification by the Corporation, the information given by the petitioner is found to be incorrect/false or in the nature of misrepresentation then, the candidature of the petitioner shall stand cancelled and he would be declared ineligible for the distributorship. We find that the petitioner had furnished false information in Items 11 and 12 of the application form. The learned counsel for the Corporation has rightly relied on the judgment reported in **(2007) 4 SCC 410** (*Shiv Kant Yadav Versus Indian Oil Corporation & Others*) to substantiate his submission that this Court should not interfere with the impugned communication of the Corporation, in the facts of the case. We find that the petitioner had tendered false information in the application form and the surrender value of various policies and the Savings Bank account tendered by the petitioner to the Corporation for arriving at an amount of Rs.5,00,000/- was less than Rs.5,00,000/-. The corporation has rightly came to the conclusion that the petitioner did not possess a sum of Rs.5,00,000/- as the closing balance on the last date of submission of the application. The impugned communication is not liable to be interfered with.

In the result, the writ petition fails and is dismissed with no order to costs.

JUDGE **JUDGE**

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