

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.11734 of 2011

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Ranju Singh, W/o Shri Pankaj Kumar Singh, Resident of Vijayshri, 5D/17,
North Srikrishnapuri (Opposite A.N. College), Patna - 800013

.... Petitioner

Versus

1. The Hindustan Petroleum Corporation Ltd. through its Chairman and Managing Director 17, Jamshed Ji Tata Road, Mumbai. 400020.
2. The Senior Regional Manager, HPCL, Barauni Terminal, N.H. - 31, At+P.O. - Paprol, District - Begusarai. -851210 (Bihar)
3. The Deputy General Manager, HPCL, North Central Zone, Lakhnow.
4. The Senior Regional Manager (Retail), HPCL, Lok Nayak Jai Prakash Bhawan, 6th Floor Dakbanglow Chauk, Patna – 800001.
5. Smt. Sudha Kumari & Archana Nahata partnership, At + P.O. - Khuatauna, District -Madhubani.

.... Respondents

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Appearance :

For the Petitioner : Mr. Ashok Kumar Chaudhary
Mr. Uday Pratap Singh
Mr. Anil Kumar Tiwary, Advocates
For Respondent-HPCL: Mr. Neeraj Kumar Gupta, Advocate
For Respondent No. 5 : Mr. Prabhat Ranjan Singh,
Mr. Prabeen Kumar Singh
Mr. Ghanshyam Pd. Sinha, Advocates

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CORAM: HONOURABLE MR. JUSTICE VIKASH JAIN

ORAL JUDGMENT

Date: 01-09-2016

Heard learned counsel for the petitioner and learned counsel
for the respondents.

2. The present writ petition has been filed for quashing the order dated 15.04.2011 issued by respondent no. 2 to the extent the same disposed of the complaint dated 16.02.2011 lodged by the petitioner stating that the award of zero marks by the evaluation committee in respect of the lease document of the petitioner was correct; and for connected reliefs.

3. The short facts of the case, according to the petitioner, are that on 20.06.2009 an advertisement was published in the “Hindustan”



newspaper for the dealership of the retail outlet of 144 locations. The petitioner applied for the location *KHUTAUNA BAZAR SE PHULPARAS 2 KILOMETER KE ANDAR* in terms of serial no. 67 of the advertisement under the open women category in the district of Madhubani. In due course she was called for the interview scheduled to be held on 10.02.2010, in which she appeared along with all requisite documents including the lease deed. It appears that she secured 49 marks in the statement of performance. However, all candidates who appeared in the interview, including the petitioner, were awarded zero marks for land. Pursuant to various complaints, the said interview was cancelled by the respondent-Hindustan Petroleum Corporation Limited (for short, "HPCL") by its letter dated 19.10.2010 for holding a fresh interview. In the second interview held on 08.02.2011, the petitioner and respondent no. 5 were the only two candidates. The petitioner produced a lease deed which was verified in the course of the interview.

4. Learned counsel for the petitioner, Mr. Ashok Kumar Choudhary, submits that the respondents have acted in a completely arbitrary manner in rejecting the candidature of the petitioner, despite having found her otherwise fully eligible, on the solitary ground that page no. 3 of the copy of the lease deed enclosed with the application was found missing. It is submitted that the very fact that the petitioner had been called for the interview must be treated as waiver of the defect on part of the Corporation, more so as the complete lease deed was produced to the satisfaction of the respondent-Corporation. It is



submitted that if page no. 3 of the lease deed was missed to be enclosed with the application form, it was a case of sheer inadvertence, and could not disqualify the petitioner from being considered for the retail outlet by award of zero marks on that count. Objection has also been raised with regard to 35 marks having been awarded to the respondent no. 5 in the second interview held on 08.02.2011 whereas zero marks had been awarded to her in the first interview for the same land.

5. Learned counsel for the respondent-Corporation, on the other hand, vehemently opposes the writ petition stating that the Corporation has acted in a completely fair and transparent manner. As a matter of fact, all the candidates had been found ineligible and had been granted zero marks under the head 'Infrastructure and Facility' in the first interview but on verification of the complaints that were submitted thereafter, it was found that the offered lands of the candidates required to be assessed once again, and, as such, the interview was cancelled for holding fresh interview.

It is a matter of record that page no. 3 of the copy of the lease deed enclosed with the application of the petitioner containing crucial information with regard to the period of lease, was missing. It is pointed out from the very application of the petitioner that one of the enclosures was a copy of the lease deed at pages 14 to 18 of the application whereas the lease deed was a document comprised of 6 pages. It is, therefore, not a matter of dispute that an incomplete lease deed with page no. 3 missing had been enclosed with the application. It is further submitted that

merely calling the petitioner for the interview did not tantamount to waiver of the defect in the copy of the lease deed as contended by the petitioner, inasmuch as candidates were called for interview in routine manner on the basis of technical evaluation of the land, regardless of the documents supplied by them.

Learned counsel for the respondents next refers to clause 16(b) of the Brochure which provides for award of 35 marks to applicants in case they offer "own land" or land with a registered long lease for a minimum period of 15 years with option for renewal. It is therefore submitted that in absence of information regarding the period of lease being available from the copy of the lease deed supplied by the petitioner in the application form, the question of award of any marks for the land could not arise.

Reference is further made to clause 9(g) and (h) of the Brochure, according to which no addition, deletion or alteration is permissible in the application form nor can additional documents whatsoever be accepted or considered after the cutoff date for submission of the application. In this view of the matter, subsequent production of the lease deed was of no consequence as the same could not be considered. Learned counsel for the respondent-Corporation relies upon a decision of this Court in *M/s Indian Oil Corporation Limited & another vs. Raj Kumar Jha*, 2012 (2) PLJR 783.

As regards the objection raised with regard to 35 marks awarded to respondent no. 5 in the interview, it is submitted that this

was done consequent upon installation of the zero-kilometer milestone at Khatauna Bazar as evident from the letter dated 19.10.2010 cancelling the first interview, in which it was made clear that the actual location of the land offered by each of the applicants would be determined through a fresh technical feasibility.

6. Having heard the parties and on careful consideration of the materials on record, this Court does not find any merit in the writ petition. It is not in dispute that the copy of the lease deed enclosed with the application form of the petitioner was incomplete as page no. 3 thereof containing the period of lease was missing. Clauses 9(g) and (h) of the Brochure impose an inflexible and absolute prohibition upon the Corporation against entertaining any addition, alteration or additional documents after the cutoff date for submission of the application, and the production of the original lease deed in course of an interview can therefore be of no avail. In view of the complete bar under Clauses 9(g) and (h) aforesaid, no discretion is left with the Corporation to waive such condition by allowing an applicant to furnish any additional documents after the cutoff date missed to be furnished earlier, whether inadvertently or otherwise. Besides, a candidate may be entitled to be called for interview which is based on technical evaluation of the land, though a defect in documentation may disentitle the candidate from award of any marks. The contention of the petitioner that the respondents must be treated as having waived the defect in the copy of the lease deed submitted with the application of the petitioner as she

was called for the interview, is therefore also not worthy of acceptance.

7. It is also relevant to take note of the reason for cancellation of the first interview as stated in the Corporation’s letter dated 19.10.2010 while disposing of the petitioner’s complaint, which is as follows —

“In order to investigate the matter, on 05.10.10, the location was visited by SRM, Begusarai RO and it was found that at the time of earlier Technical Visit due to road repairing jobs there was no identifiable KM Stone due to which milestone no. 76 was taken as reference point of Khatuna Bazar by the earlier Technical Team. Now the Road Repairing jobs have been completed and clearly identifiable. Milestone indicating Khutauna Bazar Zero Km has been installed. It is observed that the earlier assumed zero KM and current Zero KM are not the same point.”

8. It would appear from the above that the award of zero marks to the respondent no. 5 was reviewed and 35 marks were subsequently awarded in the light of the subsequent installation of zero-kilometer milestone indicating Khutauna Bazar. This Court is therefore unable to find arbitrariness in the action of the respondents as alleged by the petitioner.

9. In view of the above, this Court is not inclined to interfere in the matter. The writ petition stands dismissed.

B.T/Ibrar

AFR/NAFR	AFR
CAV DATE	N/A
Uploading Date	08.09.2016
Transmission Date	N/A

(Vikash Jain, J)