

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH AT NAGPUR

WRIT PETITION NO.426/2016

Shri Deepak s/o Prabhakar Johari

...Versus...

Indian Oil Corporation Limited, through its General Manager, Bandra (E) and
another

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

Court's or Judge's orders

Shri S.P. Kshirsagar, Advocate for petitioner
Shri Rohit Joshi, Advocate for respondents

CORAM : SMT. VASANTI A. NAIK AND
V.M. DESHPANDE, JJ.

DATE : 15.03.2016

By this writ petition, the petitioner challenges the action of the respondent – Oil Corporation in rejecting the candidature of the petitioner for grant of L.P.G. dealership.

In pursuance of an advertisement floated by the respondent – Oil Corporation inviting applications from the interested parties for grant of L.P.G. dealership, the petitioner had applied for the same. On the basis of the statements made by the petitioner in the application, the claim of the petitioner was considered. The petitioner was selected in the draw of lots and the petitioner was asked to deposit a sum of Rs.50,000/- towards field verification. It was noticed in the field verification by the respondent – Corporation that the petitioner did not possess a

registered lease-deed, thereby leasing the property in favour of the petitioner for a period of 15 years. The Corporation found that the petitioner had not tendered a registered lease-deed but had produced a leave and licence agreement that was unregistered. The candidature of the petitioner was therefore rejected and the amount of Rs.50,000/- was forfeited.

Shri Kshirsagar, the learned Counsel for the petitioner submitted that if the documents tendered by the petitioner were not in order and there were some deficiencies, it was necessary for the respondent – Corporation to grant an opportunity to the petitioner to remove the deficiencies. It is stated that an opportunity ought to have been granted by the respondent – Corporation to the petitioner for producing a registered lease-deed for a period of 15 years as the landowner of the property was ready to execute the same in favour of the petitioner. It is submitted that the respondent – Corporation could not have asked the petitioner to deposit the sum of Rs.50,000/- towards field verification if the respondent - Corporation was of the view that the petitioner had not produced the necessary documents as per the tender notice. It is stated that in the circumstances of the case, the amount of Rs.50,000/- should be refunded.

Shri Joshi, the learned Counsel for the respondents submitted that in the circumstances of the case, the petitioner's candidature was rightly rejected. It is submitted that a similar issue came up for consideration before this Court in Writ Petition No.218/2015 and the Division Bench of this Court after considering similar facts of that case held that the relief sought by

the petitioner therein could not have been granted and the candidature of the petitioner therein was rightly rejected. It is submitted that clauses 8.5 and 9.1 of the brochure are considered by this Court in Writ Petition No.218/2015 while refusing to refund the forfeited amount and interfere with the order of rejection of the candidature. It is submitted that there was no deficiency in the application of the petitioner and the candidature of the petitioner was rejected only because the documents tendered by the petitioner were not as per the requirement. It is submitted that instead of supplying a registered lease-deed for 15 years duration the petitioner has supplied a leave and licence agreement for a period of 15 years and the same was also not registered. It is submitted that in the circumstances of the case, the candidature of the petitioner was rightly rejected and the amount was forfeited in view of condition no.9.15 of the brochure.

On hearing the learned Counsel for the parties, it appears that the relief sought by the petitioner cannot be granted. A similar question fell for consideration before this Court in Writ Petition No.218/2015 and in almost identical set of facts this Court has dismissed the writ petition filed by the petitioner in the said writ petition. This Court had considered the provisions of clauses 8.5 and 9.1 of the brochure to hold that the candidature of the petitioner therein was rightly rejected for not tendering the registered lease-deed of the land on which he had proposed to start the outlet. Clause 8.5 refers to the deficiencies that could be noticed in the application. If any deficiencies are found in the application, the candidate is informed about the same in terms of

clause 8.5. In the instant case also just like the decided case there was no deficiency in the application and the application was in order and hence, the petitioner was considered for draw of lots. Though we have repeatedly asked the Counsel for the petitioner to show a copy of the application tendered by the petitioner to the respondent – Oil Corporation for grant of L.P.G. distributorship, the learned Counsel for the petitioner is not in a position to show the same. In the aforesaid set of facts, we find force in the submission made on behalf of the respondent that the petitioner's candidature was considered as the application filed by the petitioner was without deficiencies, but it was found at the time of field verification that instead of tendering a registered lease-deed for a period of 15 years the petitioner had tendered only an unregistered leave and licence agreement for a period of 15 years. In the decided writ petition bearing Writ Petition No.218/2015 also, the petitioner had not supplied the registered lease-deed of the land on which he had proposed to start the outlet and hence, this Court had held that the candidature of the petitioner in the writ petition was rightly rejected.

Since we do not find any illegality in the action on the part of the respondents, we dismiss the writ petition with no order as to costs.

JUDGE

JUDGE