

**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

CWP No. 24474 of 2012 (O&M)

Date of decision : 29.1.2016

Sangita Kumari

.... Petitioner

VS

Hindustan Petroleum Corporation Limited and others ... Respondents

Coram: Hon'ble Mr. Justice Rajesh Bindal

Present: Mr. Sanjay Vashisth, Advocate, for the petitioner.
Mr. Aman Arora, Advocate, for respondent no.1.
Mr. Sunil K. Sahore, Advocate, for respondent no.2.
Mr. Sanjay Tangri, Advocate, for respondent nos. 3 and 4.

Rajesh Bindal, J.

1. The petitioner has approached this Court seeking quashing of letter of intent dated 19.1.2010 (Annexure P-7) issued by the Hindustan Petroleum Corporation Limited (for short, 'the Corporation') in favour of respondent nos. 3 and 4 for setting up of petrol pump at Rewari-Jhajjar Road between KM Stone 431-435 on NH-71.

2. Learned counsel for the petitioner submitted that allotment of petrol pump site to respondent nos. 3 and 4 was in a clandestine manner. Respondent nos. 3 and 4 were the only applicants. The location of site was not properly mentioned in the advertisement, as a result of which no other application was received except that of respondent nos. 3 and 4. Name of the village was not mentioned. Kilometers 431-435 will not be there on Rewari-Jhajjar road. The last date initially fixed for receipt of applications as 17.6.2009 was extended arbitrarily to 6.7.2009. The application dated 4.7.2009 was filed by respondent nos. 3 and 4 on 6.7.2009. The advertisement required that the applicant should have a plot measuring 50 M X 60 M, whereas respondent nos. 3 and 4 had annexed with the application a lease-deed dated 15.10.2009 showing the plot area to be 40.2 M X 41.91 M. The same was even subsequent to the last date fixed for filing application. In the absence of any relevant document produced on

record by respondent nos. 3 and 4, they were awarded marks for having arrangement for the land.

3. On the other hand, learned counsel for the Corporation submitted that the petitioner has no *locus standi* to challenge the letter of intent issued in favour of respondent nos. 3 and 4 as she was not even the applicant. The location of the site as mentioned in the advertisement was quite clear. There was no doubt therein. It mentioned the milestone numbers which are different from the distance mentioned on the milestone number from place A to place B. In case the petitioner had any doubt, she could seek clarification from the Corporation authorities. Filing of petition was an after thought. He further submitted that extension of last date was not isolated for the site in question, as the same was extended for all sites across the board which were 107, advertised together. The extension of date was much prior to the last date fixed for submission of applications, as the same was published on 6.6.2009 extending the date to 6.7.2009. There were certain discrepancies pointed out in the advertisement, which were also clarified vide that corrigendum published in the newspapers. The present petition was also deserved to be dismissed on account of delay and laches as the letter of intent was issued to respondent nos. 3 and 4 on 19.1.2010, whereas the present writ petition was filed in December 2012.

4. Regarding the area of the land required, learned counsel for the Corporation submitted that the land offered by the applicants herein was owned by father of respondent no. 4 and an affidavit to that effect was also filed, which was considered. The lease-deed as is sought to be produced by the petitioner with the petition was not annexed with the application. There was no requirement to place on record the lease-deed along with the application. The original record showing the application and the contents thereof was produced in court. It was further submitted that though the letter of intent was issued to respondent nos. 3 and 4 in the year 2010, however, thereafter certain no objection certificates were to be obtained by the Corporation which took time. Thereafter the area where the petrol pump was to be set up was notified as controlled area as a result of which change of land use is required from the authorities. Lease-deed is to be executed by the allottees only after other formalities are complete. Still at the final stage, the Corporation always reviews the latest ground situation in the light of the

fact as to whether any other petrol pump had been installed in the vicinity which may make the petrol pump unviable. He, however, did not dispute the fact that only one application was received for the petrol pump in question. But that is not a bar to consider the eligibility of the applicant for allotment of petrol pump.

5. Learned counsel for respondent nos. 3 and 4 while adopting the contention raised by the Corporation submitted that once the land was owned by father of respondent no.4 and his affidavit was annexed for leasing out the land for the purpose of setting up of petrol pump, there was no dispute regarding availability of requisite land with respondent nos. 3 and 4. The father of respondent no.4 owned about three acres of land at the site.

6. Heard learned counsel for the parties and perused the paper book.

7. In the case in hand, the respondent-Corporation issued advertisement on 18.5.2009 for allotment of retail outlet dealership for petrol pump at various places in the State of Haryana. These were 107 in number. The site in question was mentioned at Sr. No. 84 mentioning its location 'Between KM stones 431 & 435 on NH-71, Rewari-Jajjar Road'. The minimum plot area required for the purpose was 50 M X 60 M i.e. 3,000 square meters. Along with the application, availability of land was to be furnished including the willingness to lease out the same to the Corporation. The last date initially fixed for submission of applications was 17.6.2009, however, later on a corrigendum was published in the newspaper on 6.6.2009 clarifying certain points in the advertisement and extending the last date for receipt of the applications to 6.7.2009. It was applicable for all 107 locations mentioned in the advertisement.

8. The facts which are not in dispute are that the petitioner was not the applicant for allotment of petrol pump in question. Though it is claimed and pleaded that residents of the area could not understand the location of the petrol pump for which the applications were invited, but none of them including the petitioner ever made any application or representation to the Corporation for seeking any clarification thereon. The mere fact that the Corporation had issued a corrigendum later on shows that certain anomalies may have been noticed, which were clarified. Had the

petitioner or any other resident of the area raised the issue seeking clarification regarding location, the same would also have been clarified.

9. One of the contention raised by learned counsel for the petitioner was that there was anomaly in mentioning the site for which the applications were invited. Besides the fact that the petitioner or any other resident did not seek any clarification, the contention deserves to be rejected even otherwise. The site mentioned in the advertisement was;

'Between KM stone 431 & 435 on NH-71, Rewari-Jajjar Road'.

10. The petitioner sought to claim that it is the distance as is mentioned on the kilometer stones which is evident from the location. The advertisement was confusing and the same was vague, whereas the stand of the Corporation was that the distance as mentioned on the kilometer stones is different than the kilometer stone number as such. What was mentioned in the advertisement was the kilometer stone number and not the distance. There was no discrepancy as such. Hence, the contention being misconceived, is rejected.

11. Another contention raised by learned counsel for the petitioner was pertaining to availability of land with respondent nos. 3 and 4. In the advertisement, the area required was 50M X 60M i.e. 3,000 square meters. In support of his arguments, learned counsel for the petitioner referred to a lease-deed dated 15.10.2009 showing the plot area to be 40.2 M X 41.91 M, which was leased out for the purpose of setting up of petrol pump. It is not in dispute that the last date for receipt of applications was 6.7.2009. From the original record produced by the Corporation before this Court, it is evident that along with the application, respondent nos. 3 and 4 had placed on record, affidavit of Thakar Dass Chhabra father of Neeraj Kumar Chhabra (father of respondent no. 4), who mentioned that the site at which his son and respondent no. 3 Ravi Kumar Chaudhary propose to set up petrol pump, was owned by him and he was ready to lease out the same for that purpose. It was on that basis that the site was found to be suitable and approved by the Corporation.

12. Further respondent nos. 3 and 4 were fulfilling all other conditions laid down for allotment of retail outlet dealership for petrol pump. They were found eligible and letter of intent was issued in their favour on 19.1.2010. Final lease deed for minimum area required for setting

up of petrol pump is to be executed only after all formalities therefor are complete. The lease-deed dated 15.10.2009 produced by the petitioner with the writ petition is not forming part of the record with the Corporation as was produced in Court.

13. The contention of learned counsel for the petitioner that with an object to allot petrol pump site to respondent nos. 3 and 4, the last date for receipt of application was extended from 17.6.2009 to 6.7.2009, as the application dated 4.7.2009 of respondent nos.3 and 4 was received on the extended last date on 6.7.2009 itself, is merely to be noticed and rejected for the reason that the last date for receipt of applications was extended for all the sites advertised.

14. Even otherwise, the present petition was filed nearly three years after the date of issuance of letter of intent in favour of respondent nos. 3 and 4. Hence, belated as well.

15. For the reasons mentioned above, I do not find any merit in the present petition. The same is accordingly dismissed.

29.1.2016
vs

(Rajesh Bindal)
Judge

(Refer to Reporter)