

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD**

WRIT PETITION NO. 372 OF 2017

Vishnudas s/o. Gopal Shinde .. Petitioner

Versus

The State of Maharashtra & Ors. .. Respondents

Mr.S.B. Solanke, Advocate for the petitioner.

Ms.S.S. Raut, A.G.P. for respondent/State.

Mr.A.P. Bhandari, Advocate for respondent Nos. 2 and 3.

Mr.V.D. Gunale, Advocate for respondent No.4.

**CORAM : R.M. BORDE &
S.M.GAVHANE, JJ.**

DATED : 24.08.2017

P.C. :-

1. The petitioner is objecting to selection of respondent No.4 for award of dealership licence for sale of petroleum products on behalf of respondent No.2-Company. The objection is raised by the petitioner, who is one of the participants in the selection of process, on the ground that the land offered by the respondent does not have clear title; i.e. the title of the concerned respondent appears to be disputable. It is contended that lease agreement has been placed on record

by the said respondent to substantiate his claim as regards availability of requisite piece of plot. The agreement is executed by Nilesh Majage and Bhagwan Sangve in favour of respondent - Vithal Arjune. The petitioner has invited our attention to the power of attorney alleged to have been executed by one Nandkumar Kulkarni, who is owner of the property in favour of Bhagwan Sangve. It is contended that the document i.e. power of attorney is antedated and created on subsequent date to suit the claim of the respondent. The contention as regards fabrication of the documents or the same being antedated has not been substantiated. The petitioner also contends that there are certain sale transactions in respect of property which have been over looked by the company.

2. The Counsel appearing for the Company states that the lease agreement entered into between respondent No.4 with the owner has been saved even under the subsequent transactions.

3. It may not be necessary to dwell into question of validity and legality of title of respondent No.4, since while executing the agreement, it would be responsibility of respondent No.2 to consider all the relevant aspects and only after being satisfied as regards title/lease hold rights of respondent No.4, agreement needs to be entered into. The respondent No.2 shall have to look into the aspect of the respondent's title/lease hold rights before entering into agreement. We are of the view that respondent No.2-Company which is offering finance to respondent No.4 shall be responsible to consider all relevant aspects and it is expected to protect its own interest.

4. In view of above discussion, the writ petition is dismissed.

[S.M.GAVHANE, J.]

[R.M.BORDE, J.]