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

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LPA No. 1563 of 2016 (O & M)
Date of decision : 11.1.2017

Sushma Chauhan ....Appellant

v.

Union of India and others ......Respondents

**CORAM : HON'BLE MR. JUSTICE MAHESH GROVER
HON'BLE MR. JUSTICE SHEKHER DHAWAN**

Present : Mr. Madan Lal, Advocate, for the appellant

Mr. Raman Sharma, Advocate, for the respondents

<u>Mahesh Grover, J. (Oral) :</u>

This appeal is directed against the judgment of the learned Single Judge, passed on 26.5.2016, dismissing the writ petition filed by the appellant.

Briefly, the facts which are noticed, show that vide advertisement dated 20.11.2013 applications for the grant of LPG Distributorship were invited by the respondent-corporation. The last date prescribed for receiving the application was 20.12.2013. The petitioner applied and in the draw of lots, held on 10.4.2015, was declared successful. The regular procedure for verification etc. was to be followed and on doing so, it was discovered that the applicant had not fully complied with the clause intended to indicate her financial health. The requisite clause in the policy is extracted hereunder :-

> "Family Unit' in case of married person/applicant, shall consist of individual concerned, his/her spouse and their unmarried son(s)/ daughter(s). **In case of unmarried person/applicant, 'Family Unit' shall consist of individual concerned, his/her parents and**

his/her unmarried brother(s) and unmarried sister(s). In case of divorcee, 'Family Unit' shall consist of individual concerned, unmarried son(s)/unmarried daughter(s) whose custody is given to him/her. In case of widow/ widower, 'Family Unit' shall consist of individual concerned, unmarried sons(s)/unmarried daughter(s).

vi) Have minimum total amount of ₹ 15 lakhs for Urban Markets and **₹ 10 lakhs for Urban-Rural & Rural Markets** respectively **as the closing balance on the last date for submission of application as specified in the advertisement or corrigendum (if any). This amount is to be arrived at by adding amount in Savings Bank accounts in Scheduled Bank/Post Office, free and un-encumbered Fixed Deposits in Scheduled Banks,** Post Office, Listed Companies/ Government Organisation/Public Sector Undertaking of State and Central Government, Kisan Vikas Patra, NSC, Bonds, Shares of Listed Companies, Listed Mutual Funds, ULIP, PPF, Surrender Value of Life Insurance policies in the name of applicant or family members of the 'Family Unit' of the applicant as defined above. In case of locations reserved under SC/ST Category, minimum total amount of ₹ 5 lakhs for Urban Markets and ₹ 2.5 lakhs for Urban-Rural and Rural Markets respectively should be available as the closing balance on the last date for submission of applicant as specified in the advertisement or corrigendum (if any)."

Evidently, the petitioner was required to show that she or the 'Family Unit' as envisaged in the aforesaid policy and inclusive of her father or un-married brother-sister, were to have a limit of ₹ 10 lakhs to become eligible for allotment of an outlet in an urban-rural market.

The petitioner had furnished details as per the certificate, which we may extract hereunder:-

"This is to certify that Shri Subhash Chand son of Singh Ram, resident of Village & PO Mathana, District Kurukshetra, is having following deposit accounts with our branch :

Sr. No.	*Account No.*	*Balance as on 20.12.2013*
1	02549000I00073474	₹ 5,28,649.60
2	254900DA00000568(1/2 share)	₹ 5,03,546.00
	Total	₹ 10,32,195.60

(Rupees Ten Lakhs Thirty Two Thousand One Hundred Ninety Five & paise 60 only)
The certificate is being issued to the subject on his specific request."

Evidently, this did not specify the requirement since half share of the appellant's father in the account carried a condition of 'either or survivor' duly borne out by the certificate on record. The corporation then informed the appellant of the deficiency and gave her opportunity to rectify the same and furnish information of her-family's financial health existing on 20.12.2013, to be in consonance with the afore extracted clause of the policy. Pursuant thereto, the appellant furnished some more information in the shape of a certificate from the bank, which indicated an arrangement with the bank, where credit limit of the appellant's father was ₹ 40 lakhs of which, more than ₹ 32,76,515.80 stood utilized with the balance of ₹ 7,23,484.20.

These the appellant wanted to be construed in addition to the ₹ 5,28,649.60, which was clearly in her name and satify the ingredients of the eligibility clause

The respondent-corporation, however, rejected this and held the appellant dis-entitled to the grant of retail outlet on account of non-fulfillment of the financial credibility of the appellant.

On rejection of the candidature, writ petition was preferred, which was negated by the learned Single Judge, by virtue of the impugned order, which is now the cause of grievance of the appellant, wherein it is contended that the respondent-corporation has gone wrong in ignoring the subsequent information, furnished to establish the appellant's-family's financial credibility.

We have heard learned counsel for the appellant and considered his grievance in this regard but are unable to accept his pleas to hold that the learned Single Judge has gone wrong.

The initial information supplied by the appellant indicated that an amount of ₹ 5,28,649.60 stood in her father's name on 20.12.2013. The other amount of ₹ 5,03,546/- indicated, was in an account in which her father had half share but also carried a stipulation of 'either or survivor' indicating thereby, that the FDRs could be operated and amount withdrawn by either the appellant's father Subhash Chand or by his brother. Subsequent information supplied, only reflects a loan credit arrangement with the bank and does not indicate any amount to which the appellant would have a clear and unfettered lien.

Evidently, the purpose of prescribing such a condition is, to ensure that the successful applicant has resources to finance the project or stand guarantee for it and the respondent-corporation, therefore, was rightly insisting on accounts, which would indicate a clear lien and not one, which is clouded by any other claimant or existing as a loan arrangement with the bank.

We are, thus, of the opinion that no legal infirmity was committed by the learned Single Judge in passing the impugned order and thus, the appeal is dismissed.

(MAHESH GROVER)
JUDGE

(SHEKHER DHAWAN)
JUDGE

11.1.2017
Ashwani

Speaking/Reasoned Yes/No
Reportable Yes/No