

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.14425 of 2018

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Rupesh Kumar Verma, son of Kali Prasad Verma, resident of Under Kila Tekari,
P.S.- Tekari, District- Gaya.

.... Petitioner/s

Versus

1. The Indian Oil Corporation Limited Through Its General Manager (LPG-S) 1st Floor Shahi Bhawan Exhibition Road, Patna.
2. The Chairman-cum-Managing Director, Indian Oil Corporation Ltd, G-9 Ali Yavar Jung Marg, Bandra (East), Mumbai-400051.
3. The Deputy General Manager (LPG-S), Indane Area Office, Patna.

.... Respondent/s

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Appearance :

For the Petitioner/s : Mr. Awadhesh Kumar Singh, Adv.

For the Respondent/s : Mr. Anil Kumar Sinha, Adv.

Mr. Amlesh Kumar Verma, Adv.

Mr. Akash Keshav, Adv.

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CORAM: HONOURABLE JUSTICE SMT. NILU AGRAWAL

CAV JUDGMENT

Date: 06-08-2018

Heard learned counsel for the petitioner, learned counsel
appearing on behalf of the respondent, Indian Oil Corporation Ltd.
and learned counsel for the State.

Petitioner seeks quashing of the letter dated 06.07.2018
issued by the respondent no. 3, the Deputy General Manager
(LPG-S), Indane Area Office, Patna by which the candidature of
the petitioner as selected candidate has been rejected on the ground
that during field verification, the land offered had a different khata



and plot number and that the petitioner had furnished incorrect information as per clause-6 of his application. The other ground for cancellation was that the petitioner did not provide any alternate land for construction of LPG showroom.

The short facts giving rise to the present writ application are that the petitioner being desirous of LPG Distributorship applied through an application dated 17.07.2017 in pursuance to the advertisement issued by the respondent I.O.C. During field verification, it was found that the leased land for showroom had different khata number and plot number being khesara No. 356 new and plot no. 123 new. On coming to know of the said mistake in the registered lease deed, the petitioner applied before the registering authority and on 15.03.2018 vide Annexure-3, said khata and khesara number was corrected to khata no. 300 and plot no. 122 new. A registered Sudhipatra was also drawn on 11.06.2018 rectifying the said mistake. However, there was no change in the size, area and boundary of the plot so offered for LPG showroom.

Learned counsel for the petitioner submits that registered lease deed which had incorrect khata and plot number on coming to know was rectified but the said mistake did not alter the size and boundary of the plot offered for showroom in the application of the



petitioner and was neither a false information/suppression/misrepresentation, incorrect or false statement affecting eligibility of the candidature of the petitioner. The said lease deed dated 15.07.2017 was filed before the last date of application last date being 14.08.2017. He submits that the typographical mistake of khata number and plot number did not change the nature, size and boundary of the plot which was subsequently corrected on 15.03.2018 and a Sudhipatra to that affect was also registered on 11.06.2018. Hence, the subsequent corrected lease deed did not in any way amount to a different plot with different size but a mere correction of typographical mistake which does not amount to suppression, misrepresentation or such false and incorrect information affecting the very eligibility of the petitioner for LPG Distributorship. He thus, assails the order dated 06.07.2018 rejecting the candidature of the petitioner for LPG Distributorship.

Learned counsel appearing on behalf of the respondent, Indian Oil Corporation Ltd., however, submits that the eligibility criteria has to be construed in a very strict sense as per the terms of the advertisement. He submits that as per the own showing, petitioner had filed the corrected lease deed on 12.06.2018 stating therein that he did not have any alternate land



for LPG showroom which is Annexure-R/1 to the counter affidavit. He contends that since the corrected lease deed was filed after the last date of application i.e. 14.08.2017, the candidature has rightly been rejected. He further submits that the said incorrect lease deed filed along with the application on 17.07.2017 is also not in line with the declaration of applicant in para-6 of the application and as per clause-26 of the Brochure of Unified Guidelines for selection of LPG Distributors false information has been submitted by the petitioner. Hence, his candidature has been rightly rejected. He submits that the terms and conditions of the advertisement vide clause-5 'Ga' and clause 26 of the guidelines postulates that if any statement is incorrect or false affecting eligibility then the candidature is liable to be cancelled without assigning any reason. Clause 26 (a) of the Guidelines is reproduced hereinbelow:

“(26) a. If any statement made by the applicant in the application or in the documents enclosed therewith or subsequently submitted in pursuance of the application at any stage is found to have been suppressed/misrepresented/incorrect or false affecting eligibility, then the application/candidature is liable to be rejected without assigning any reason.”

He relies on a Division Bench judgment in the case of



M/S Indian Oil Corporation Ltd. & Anr. Vs. Raj Kumar Jha & Ors, since reported in 2012 (2) PLJR 783 stating therein that if the application for LPG Distributorship is not in conformity with the terms stated in the public notice and once the standard is set out in the advertisement, the Corporation has to adhere to the said standard without any variation. The Corporation is required to remain objective and even a typographical error, there might be a case of mischief or misrepresentation would be justified by the Corporation for rejecting the candidature. He further relies in the case of **Raj Kumar Ram Vs. The Union of India & Ors.** passed in **C.W.J.C. No. 18233 of 2014** dated 19.11.2014 wherein the eligibility criteria was for a land offered on not less than 15 years of lease but the land so offered was for less than 15 years of lease and hence, the Corporation requiring the 15 years of lease for opening a showroom and godown held that the terms and conditions laid down in the advertisement and the guidelines would prevail.

After hearing the learned counsel for the parties, I am of the opinion that the Corporation being the State within the meaning of Article 12 of the Constitution is supposed to act fairly, reasonably and uniformly and has to be objective in its approach. The lease offered by the petitioner along with the application suffer



from certain typographical mistakes in the khata and plot number which did not alter the size, shape and boundary of the plot offered for the showroom. As soon as it came to the notice of the petitioner necessary correction was carried out by the petitioner on 15.03.2018 and a Sudhipatra dated 11.06.2018 which were also registered deeds. The said document which was corrected i.e the registered lease document filed along with the application, the typographical error did not change the nature of the plot, size and boundary, only the name of khata and plot number changed that would not amount to a fresh document submitted after the last date of filing of the application. So far as the contention of the counsel for I.O.C. that the clause 6 of the application and clause 5 (Ga) of the advertisement and clause 26 of the Guideline which deals with suppression, misrepresentation, incorrect or false statement affecting eligibility, this Court is of the view that the typographical error which did not change the size, shape and area and boundary of the plot would not have affected eligibility and could by no stretch of imagination affect the eligibility of candidate. With great respect the decision as reported in the case of M/S Indian Oil Corporation Ltd Vs. Raj Kumar Jha & Ors. (supra) will not be applicable in the present case as in that case the applicant had filled incorrect information regarding his antecedent as instead of



‘Nyayalaya’ he mentioned ‘Karyalaya’ in his affidavit which could be a case of mischief or misrepresentation but in the present case the error would not be termed as suppression or misrepresentation false or incorrect to affect the eligibility. Hence in the aforesaid facts and circumstances, the order dated 06.07.2018 as contained in Annexure-5 is set aside.

The lease deed submitted by the petitioner with his application along with the corrected registered lease deed dated 15.03.2018 and 11.06.2018 would be treated to be one document. The respondents are directed not to cancel/reject the candidature on the above mentioned ground.

Writ application is allowed.

(Nilu Agrawal, J)

Devendra/-

AFR/NAFR	AFR
CAV DATE	NA
Uploading Date	06.08.2018
Transmission Date	NA

