

IN THE HIGH COURT OF JUDICATURE OF BOMBAY
BENCH AT AURANGABAD

WRIT PETITION NO.1542 OF 2017

Leenatai w/o Manohar Idekar	Petitioner
Versus	
The Union of India and others	Respondents

Mr. P.R. Katneshwarkar h/f Mr. V.S. Undre advocate for petitioner
Mr. S.B. Deshpande, Assistant Solicitor General for respondent No.1
Mr. S.D. Kulkarni advocate for respondent Nos.2 and 3

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CORAM : R.M. BORDE & A.M. DHAVAL, JJ

(Date: 5TH JUNE, 2018)

PER COURT :-

1 The petitioner is objecting to the decision of respondent Petroleum Company, holding her ineligible to claim allotment of a of LPG distribution-ship for Ambajogai Road, Latur location as per advertisement dated 29.9.2013. The petitioner was successful for being appointed as a distributor of LPG. However, during the site inspection, it was noticed that the land offered by the petitioner is outside the Municipal Limit of Latur and not at the advertised location i.e. Ambejogai Road, Latur. The petitioner was directed by the field verification committee to submit documents of any other suitable land for showroom at the advertised location as on the date of submission of application, as specified in the advertisement.

2 The petitioner contends that she possesses the alternate land situated at the advertised location. The petitioner claims to have placed on record a letter executed by the owner authorizing the petitioner to utilize the land. The Petroleum Company, however, refused to rely upon the consent agreement. The petitioner further claims that she got sale-deed executed in respect of the property cited by her for setting up show room at the advertised location. The sale-deed however, was got executed after the last date prescribed for tendering of the application pursuant to the advertisement. The Petroleum Company, relying upon the relevant clause in the brochure, refused to consider the claim of the petitioner and rejected it. The petitioner contends that the ownership of the land offered by the petitioner relates back to the date of execution of the lease agreement as it is executed prior to the last date prescribed for tendering application as per the advertisement. The petitioner thus contends that the petroleum Company has erred in rejecting her claim.

3 The contention raised by the petitioner is not acceptable for the reason that the relevant condition prescribed under the brochure mandates tendering of a document evidencing the right of the applicant in relation to the property. In the instant matter,

on the last date prescribed for tendering an application as per the advertisement, there was no registered deed got executed by the name of the petitioner. The sale deed has been executed beyond the prescribed date. Considering the mandate of the Rules, Petroleum Company was justified in turning down the application tendered by the petitioner.

4 In this context, reliance can be placed in the matter of **Bharat Petroleum Corporation Ltd. & others versus Swapnil Singh (Civil appeal Nos.692806929 of 2015 (Arising out of SLP © Nos.15953- 15954/2014)** decided by the Supreme Court on 8.9.2015. In concluding paragraph of the order passed by the Supreme Court, it is recorded thus:-

“ We are unable to accept the contention of learned counsel for the respondent. The brochure and the application form clearly require the applicant to have a registered lease deed in her name. What is shown to us is a notarized document and admittedly this document, even though it may have been in existence, was formalized into a lease agreement only on 20th December, 2012 and that was registered on 21st December, 2012. The notarized document, therefore, does not advance the case of the respondent any further. Therefore, it is quite clear that the respondent was not eligible on the date of application, i.e. 13th September, 2011.”

5 For the reasons recorded above, the writ petition does not deserve any consideration and thus stands dismissed.

(A.M. DHAVALA, J)

(R.M. BORDE, J)

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