

IN THE HIGH COURT OF JUDICATURE OF BOMBAY
BENCH AT AURANGABAD

952 WRIT PETITION NO. 2019 OF 2018

ANILKUMAR HARINARAYAN GHUGE
VERSUS
INDIAN OIL CORPORATION LIMITED THROUGH ITS CHIEF AREAMANAGER AND
ANOTHER

...

Advocate for Petitioner : Mr. Vijay A. Dhakne
Adv. for Respondent no. 1 : MR. A.P. Bhandari
Adv. for Respondent no. 2 : Mr. Bhushan Kulkarni

CORAM : R.M. BORDE &
K.K. SONAWANE, JJ.

DATE : 15th March, 2018.

PER COURT:-

1. The candidature of the petitioner has been turned down on the ground that the land offered for showroom is not found to be at the advertised location. The petitioner contends that, in fact, the land offered is situated at the advertised location and there is no lacuna in that regard. However, on perusal of the lease deed annexed to the petition, it does appear that the document is unregistered one and it bears the date 14th September, 2017. The registration of the document is recorded on 22nd December, 2017, after a lapse of the prescribed date for tendering the on-line application. It is informed that the last date prescribed for tendering on-line application was 3rd October, 2017, whereas, the date of registration of document i.e. lease deed is 22nd December 2017.

2. The contention of the petroleum company is that the document of lease must be registered one and the execution of document including its registration shall have to be anterior to the last date prescribed in the advertisement for tendering the application. Reliance is placed on the judgment of the Honourable Supreme Court in the matter of ***Bharat Petroleum Corporation Ltd. and other Vs. Swapnil Singh*** in Special Leave to appeal (Civil) No. 6928-6929 of 2015 passed on 8th September, 2015. In an

identical circumstances, the Honourable Supreme Court refused to entertain the contentions of the applicant before the Court that the notarized lease agreement executed prior to the last date prescribed in the advertisement, shall have to be considered as sufficient compliance. The Honourable Supreme Court, however, did not consider the argument and held that the terms and conditions mentioned in the brochure which prescribes the document of lease to be registered one, shall have to be met.

3. In view of the decision rendered by the Honourable Supreme Court, referred to above, the claim of the petitioner in the instant petition does not deserve to be considered. Petition being devoid of substance, stands dismissed summarily.

[K.K.SONAWANE, J]

[R.M. BORDE, J]

grt/-