

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.11874 of 2019

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Avinash Aaroahi S/o-Anil Kumar Gupta, Resident of Village-P.O.-Behri, P.S.-Singheshwar, Distt.-Madhepura.

... .. Petitioner

Versus

1. The Indian Oil Corporation Limited Registered Office Indian Oil Bhawan,G-9, Ali Yavar Jung, Bandra (East), Mumbai (Maharashtra) through its Chairman-Cum Managing Director.
2. The Regional Manager, Indian Oil Corporation Limited (Marketing Division), Begusarai, P.O.-Barauni Oil Refinery, Distt.-Begusarai.
3. The Head of Divisional Officer, Begusarai Divisional Office, Indian Oil Corporation Limited (MD), Near Begusarai Refinery Police Station, Begusarai, Distt.-Begusarai.
4. The Chief Divisional retail Sales Manager, Indian Oil Corporation Limited (MD), begusarai Divisional Office, Near Begusarai Refinery Police Station, Begusarai, Distt.-Begusarai.

... .. Respondents

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Appearance :

For the Petitioner/s : Mr.Onkar Kumar, Advocate
For the Respondent/s : Mr.Ankit Katriar, Advocate

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CORAM: HONOURABLE MR. JUSTICE RAJEEV RANJAN PRASAD
ORAL ORDER

3 30-07-2019 Heard learned counsel for the petitioner and learned counsel representing the respondents.

In the present case the petitioner is aggrieved by and dissatisfied with the communication as contained in Annexure '1' to the writ application by which the petitioner has been informed that the land documents submitted by him are not valid for considering the offered land under Group-1.

In course of argument, learned counsel for the respondents has shown from the copy of the lease deed which



has been brought on record by the petitioner and is available as Annexure '7' to the writ application that in Paragraph 4 of the lease deed it has been stipulated that the lease deed would be valid for a period of 29 years from the date of receipt of the license. It is submitted on behalf of the respondents that in terms of the guidelines for award of dealership and conditions stated in sub-para (v) of Paragraph 4 that the Group-1 applicants must offer a suitable piece of land in the advertised location/area either by way of ownership/long term lease for a period of 19 years 11 months or as advertised by the Oil Marketing Company (OMC). The other conditions stipulated therein provides that the land should be available with the applicant as on the date of application and should have minimum lease of 19 years 11 months from the date or after the date of advertisement but not later than the date of registration.

It is pointed out that if the lease deed contains a recital that it would be valid for a period of 29 years from the date of grant of license by the Petroleum Company, it cannot be held that the petitioner had a land available on the date of his application.

Learned counsel for the petitioner has tried to rely upon a judgment of this Court rendered in C.W.J.C. No. 11683



of 2019, however, learned counsel for the respondent Corporation has distinguished the said judgment saying that in the said case the stipulations present in the lease deed had been categorically stating that the lease had been executed from today and possession of the land has been received by the lessee on the same day. Therefore, the Court took a view that the subsequent line that the lease would be maintained and remained valid for a period of 29 years from the date of receipt of the license would not take away the effect of otherwise clear stipulation in the lease deed that it had been valid from the date of execution coupled with the fact that the possession of the land had been received by the lessee on the same day. Such stipulation is not present in this case and, therefore, learned counsel for the Corporation submits that no parity may be claimed in the facts of the present case with that of C.W.J.C. No. 11683 of 2019.

Having heard learned counsel for the parties and on perusal of the records, this Court is of the considered opinion that the lease deed containing only recital that it will be valid for a period of 29 years from the date of receipt of the license does not make available the land to the petitioner on the date of his application and, therefore, the information furnished by him in



the application form with the respondent Corporation cannot be said to be correct.

In the aforesaid view of the matter, this writ application has no merit, it is dismissed accordingly.

(Rajeev Ranjan Prasad, J)

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