

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD**

WRIT PETITION NO.7145 OF 2019

Smt. Neeta w/o Prabhu Dhimdhome

..Petitioner

Versus

Indian Oil Corporation Ltd.,
Head Divisional Office,
Plot No.99, Indian Oil Bhavan,
Jyoti Nagar, Aurangabad
Taluka and District Aurangabad

..Respondent

Mr S.R. Kedar, Advocate for petitioner

Mr A.P. Bhandari, Advocate for respondent - Sole

**CORAM : PRASANNA B. VARALE
AND R.G. AVACHAT, JJ.**

DATE : 04.07.2019

PER COURT :

1. Heard Mr Kedar, learned Counsel appearing for the petitioner.
2. As the copy of the petition was served on the contesting respondent, i.e. Indian Oil Corporation, reply is filed to the petition. Mr Bhandari, learned Counsel appears for the respondent – sole. With the consent of the parties, petition is taken up for hearing disposal at the stage of admission itself.
3. The petitioner challenges the communication dated 11.3.2019, whereby the petitioner is informed that her candidature has been

ineligible. Submission of the learned Counsel appearing for the petitioner is, in response to an advertisement issued by respondent-Corporation, for providing the retail outlet dealership, the petitioner submitted her claim along with the necessary documents. It was informed to the petitioner that the petitioner is selected on receiving her application for Group-1 type retail outlet dealership. The learned Counsel for the petitioner then by inviting our attention to the lease deed submitted that the petitioner entered in the lease deed for thirty years. In view of lease deed for thirty years and the site was so made available by the petitioner as per the application format, the petitioner has entered in the lease agreement in view of the statement in the proforma application. Our attention was invited to the said statement in the proforma application, which reads thus :

“ The above piece of plot owned by me/my family member (as defined in clause 4 (v)e of the Brochure) either by way of ownership/long term lease, would be made available for a period of minimum 19 years 11 months as advertised by the Oil Company Indian Oil Corporation Ltd.”

4. The learned Counsel for petitioner then submitted that the reasons assigned in the rejection order are cryptic and the

communication dated 11.3.2019 nowhere specifies the ground on which the application of the petitioner is rejected.

5. Per contra, Mr Bhandari, learned Counsel appearing for the respondent-Corporation vehemently opposed the petition and supported the order of rejection. By inviting our attention to the affidavit-in-reply filed on behalf of the respondent-Corporation, learned Counsel Mr Bhandari also submitted that this very issue came for consideration before the Division Bench of this Court in Writ Petition no.2019 of 2018 and the Division Bench of this Court, relying on the judgment of the Honourable the Apex Court could not find any favour to the petitioner. Resultantly, the writ petition was dismissed. On the backdrop of rival submissions of the learned Counsel appearing for the respondent, we have also gone through the material placed on record. On perusal of the material, we are of the clear opinion that the petition is devoid of any merit. Though the learned Counsel for the petitioner vehemently submitted that the order of rejection is cryptic and no reasons are specified, it is clear from the perusal of the material placed on record that the petitioner had conveniently kept silence on the aspect of the brochure. It is not in dispute that the brochure issued by the respondent-Corporation states all the prerequisites in detail and interestingly enough, the

petitioner who herself has placed on record the document at page 34 and under the signature of petitioner, the petitioner refers to the brochure. If the petitioner had an occasion to go through the brochure, the petitioner now cannot turn herself back to it that she was unaware of the prerequisites. On this backdrop, it would be relevant to refer to the reply filed on behalf of the respondent-Corporation. Now, interestingly enough, note-1 of the brochure very specifically refers the nature of the document and it ought to have been a registered document. It would be useful to reproduce note-1 (a) of the brochure, which reads thus :

Note : 1

a. "Own" means having ownership by way of Registered Sale deed, Registered Gift deed, etc. or title of the property or registered long lease (as per individual OMC norms) in the name of applicant/family member/s as defined in 4 (v)-e above.

6. Now, the lease deed placed on record by the petitioner is indisputably an unregistered lease deed. On the backdrop of these facts, it will be useful to refer to affidavit-in-reply filed on behalf of respondent-Corporation and the relevant part reflected in paragraph 4 reads thus :

“4. I say that, the petitioner has offered land bearing Survey No.53/1, situated at village Shindhi. In particulars of information of the applicant at sr.no.9, at page 21, it is clearly stated by the petitioner that land offered by her is Group-1 land. Further, the petitioner has stated that, petitioner is in possession of the land on the basis of Registered Lease Deed dated 22.12.2018. However, in fact, subsequently petitioner has shown the alleged lease deed, which is an unregistered document.”

7. Mr Bhandari, learned Counsel appearing for the respondent-Corporation was also justified in submitting before us that in similar circumstances, the Division Bench could not find any favour with the petitioner and it will be useful to refer the relevant observations in paragraph 2 of the judgment dated 15.3.2019 :

“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.”

8. Considering all these aspects, we are of the opinion that the petition being devoid of any merit deserves to be dismissed and same is accordingly dismissed.

(R.G. AVACHAT, J.)

(PRASANNA B. VARALE, J.)

vvr