

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

WRIT PETITION NO.9956 OF 2019

Kiran Sahebrao Salve

.. Petitioner

Versus

Hindustan Petroleum Corporation Ltd.,
through Manager and anr.

.. Respondents

Mr V.D. Salunke, Advocate for petitioner
Smt. Anjali (Bajpai) Dube, Advocate for respondent no.2

**CORAM : S.V. GANGAPURWALA AND
SHRIKANT D. KULKARNI, JJ.**

DATE : 20th February 2020

ORAL ORDER :

1. The petitioner had submitted an application pursuant to the advertisement for retail outlet at Dongargaon. The application mentions that the petitioner has a lease deed having frontage of 45 meters and depth of 45 meters. That was the requirement as per the advertisement. The petitioner had applied from Group-1. The petitioner was selected in draw. The documents for verification were called for. The candidature of petitioner from Group-1 was rejected on the ground that the lease deed submitted by the petitioner does not comply with the requirements.

2. Mr Salunke, learned Counsel for the petitioner strenuously contended that the petitioner had submitted the lease deed admeasuring 20 gunthas, which according to respondents, admeasures 2024.16 Sq. meters. According to the respondents, the same ought to be 2025 Sq. meters. Before passing the impugned order, the petitioner got his lease deed corrected on 25.7.2019. The same was also submitted to the respondents. However, without considering the said deed, the impugned order is passed on 1.8.2019. Learned Counsel submits that rejection is not on the

ground that the dimensions are not properly mentioned. The rejection is only on the ground that lease deed is for 2024.16 Sq.meters. The same was also corrected. The order of the respondent no.2 is erroneous.

3. Smt. Dube, learned Counsel for respondent no.2 submits that the petitioner had made a solemn statement in the application that he possesses the lease deed with dimension of 45 meters x 45 meters equivalent to 2025 Sq. meters. However, while the documents were sought, it was found that the lease deed is for only 20 gunthas without any dimensions. Learned Counsel submits that the application itself contains the undertaking of the petitioner that all the supporting documents in original in respect of the information given by him are available. The same was incorrect.

4. We have considered the submissions canvassed by the learned Counsel for the parties.

5. The advertisement was issued by respondent no.1 for allotment of retail outlet. Pursuant to the same, the petitioner applied. The application states that the petitioner had offered land Gat No.8 part at Mouje Dongargaon. Frontage in meter of the said land is 45 meters and depth is 45 meters total 2025 Sq. meters. The said application also contains an undertaking. Clause 15 (a) and (b) read thus :

“15. Undertaking by the applicant

(a) I am aware that eligibility for Retail Outlet Dealership will be decided based on the information given in the application above. On verification by the Oil Company if it is found that the information given by me is incorrect/false/misrepresented then my candidature will stand cancelled and I will be declared ineligible for the Retail Outlet Dealership.

(b) I also confirm that I am in possession of the supporting documents in original in respect of the information given by me in this application and if selected, failure to present these documents in original will result in cancellation of selection due to submission of false/unsupported information in this application.”

6. The petitioner was selected in the draw from Group-1. The draws are made on the basis of declaration made in the application. The petitioner represented that the land offered by him qualifies for Group-1. The lease deed was produced by the petitioner admeasuring 20 gunthas. The said lease deed is dated 19.12.2018. The same is of 20 gunthas. It approximately, according to the parties comes to 2023/2024.16 Sq. meters.

7. It is the fact that on the date when the application was given, the lease deed did not specify that the lease property in favour of the petitioner which the petitioner has offered, has a frontage of 45 meters and depth of 45 meters. The petitioner represented that he has the supporting documents in original viz. The lease deed showing frontage of 45 meters and depth of 45 meters. The said information certainly was not correct. The petitioner got his lease deed corrected on 25.7.2019 and mentioned the dimensions as 45 x 45 meters. That was much subsequent to the filing of the application by the petitioner. The application of the petitioner certainly was not stating the true and correct facts according to the lease, existing as on the date of the application.

8. Considering the aforesaid aspects, we do not find any error in the impugned order. Writ Petition as such, disposed of. No costs.

(SHRIKANT D. KULKARNI, J.)

(S.V. GANGAPURWALA, J.)