

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH**

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C.W.P.No.6663 of 2020

Date of Decision:- 13.03.2020

Vipin

....Petitioner

vs.

The Indian Oil Corporation Ltd. and another

....Respondents

BEFORE :- HON'BLE MR. JUSTICE SUDHIR MITTAL

Present:- Mr. Surinder Kumar Daaria, Advocate,
for the petitioner.

Sudhir Mittal, J. (Oral)

Pursuant to advertisement dated 25.11.2018, the petitioner submitted his application dated 23.12.2018 for allotment of a petroleum retail outlet. Details of land offered by him were mentioned therein. Thereafter, draw of lots was conducted by respondent No.1 in which the petitioner was successful. Vide letter dated 20.06.2019, he was informed that his application had been accepted and that he should submit the documents mentioned in the communication. The petitioner submitted the requisite documents on 14.07.2019. The said documents were scrutinized and lease deed dated 05.07.2019 submitted by the petitioner was not found to be in order. Accordingly, vide communication dated 11.02.2020, it was communicated that the registered lease deed dated 05.07.2019 being of a date later than the date of the application, did not satisfy the conditions laid down in the Brochure dated 24.11.2018.

Learned counsel for the petitioner has argued that the land offered in the application dated 23.12.2018 is the same as is mentioned in the lease deed dated 05.07.2019. Thus, rejection of candidature of the petitioner by respondent No.1 is illegal. He relies upon **Moumita Poddar**

vs. Indian Oil Corporation Limited, (2010) 9 SCC 291. It is further argued that a period of 21 days should have been provided to the petitioner to rectify the document. The same not having been done, respondent No.1 has violated its own terms and conditions as laid down in the Brochure dated 24.11.2018. Thus, the writ petition deserves to be allowed.

Learned counsel for the respondents, however, argues that eligibility criteria have been clearly laid down in the Brochure dated 24.11.2018, one of which is that applicants like the petitioner must submit a registered lease deed valid for a minimum period of 19 years and 11 months and the said document should be of the same date as the date of application or of an earlier date. In this case, the registered lease deed is dated 05.07.2019, which is after the date of the application. Thus, the candidature of the petitioner has been rightly rejected. Regarding the argument of rectification raised by learned counsel for the petitioner, it is submitted that no rectification, so far as the date of the lease deed is concerned, is permissible.

With the assistance of learned counsel, I have gone through the records of this case. Brochure dated 24.11.2018 containing the terms and conditions for selection of dealers is annexed as Annexure P-7. Clause 4(v)(d) pertains to the eligibility criteria of establishing the availability of land. A perusal of the said sub-clause makes it abundantly clear that applicants like the petitioner are required to submit proof of availability of land as on the date of the application and in case the applicant possesses land on the basis of lease, the registered lease deed should be for a period of 19 years and 11 months. In the present case, admittedly, the lease deed is dated 05.07.2019. Thus, it is of a date later than date of the application. Since

the petitioner did not meet the requirement of Clause 4(v)(d) of the aforementioned Brochure, his candidature has been rightly rejected. Reliance on **Moumita Poddar (supra)** does not further the case of the petitioner as in the said case the issue was whether a lease deed placed on record by the successful applicant in the writ petition filed by an unsuccessful applicant, was a genuine document or not. The Supreme Court found that an unregistered lease deed could also be a genuine document and in the facts and circumstances of the case, it was held that such a lease deed submitted by the successful applicant was in fact valid. There is no finding in the said judgment that an unregistered lease deed can be taken into consideration even if the terms and conditions of allotment require the presentation of a registered document.

Regarding the argument of rectification, learned counsel for the petitioner has referred to Clause 4(v)(b) of the aforementioned Brochure in support of his argument. A perusal of the said sub-clause shows that in case a lease agreement submitted does not contain a clause for creation of a sub lease, a period of 21 days may be provided to the applicant to amend the lease deed. That is not the situation in the present case and, thus, the argument deserves to be rejected.

For the aforementioned reasons, I do not find any error in the impugned order dated 11.02.2020. The same has been passed in accordance with the applicable terms and conditions. Thus, the writ petition deserves to be dismissed and is accordingly dismissed.

March 13, 2020

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Whether Speaking/Reasoned

Whether Reportable

(SUDHIR MITTAL)

JUDGE

Yes

Yes