

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

101

C.W.P.No.33709 of 2019

Date of Decision:- 17.02.2020

Mubarik Hussain

....Petitioner

vs.

Union of India and another

....Respondents

BEFORE :- HON'BLE MR. JUSTICE SUDHIR MITTAL

Present:- Mr. Rajesh Kataria, Advocate,
for the petitioner.

Mr. Ankur Sharma, Advocate,
for respondent No.1.

Mr. Aman Arora, Advocate,
for respondent No.2.

Sudhir Mittal, J. (Oral)

The petitioner seeks quashing of order dated 30.4.2019 whereby he has been declared ineligible for R.O. Dealership at KM Stone 85 to 90 at National Highway 248A, advertised by Bharat Petroleum Corporation Limited. However, he has been informed vide the same order that he may be considered for selection along with 'Group 3' applicants.

Vide advertisement dated 25.11.2018, Bharat Petroleum Corporation Limited advertised the aforementioned dealership. The petitioner applied within time and was successful in the draw of lots conducted on 1.2.2019. Consequently, he deposited ₹ 50,000 as initial security. Vide letter dated 25.2.2019, he was informed that the Land Evaluation Committee would visit the site on 6.3.2019. Vide communication dated 14.3.2019, the petitioner was informed that he was not eligible as the Land Evaluation Committee has found that the land offered

by him did not meet the required norms. Aggrieved, the petitioner approached this Court through CWP No.9020 of 2019 *Mubarik Hussain vs. Union of India*. During the pendency of this writ petition, impugned order dated 30.4.2019 was passed and, thus, CWP No.9020 of 2019 was withdrawn with liberty to challenge order dated 30.4.2019. Thus, the present writ petition came to be filed.

Learned counsel for the petitioner has argued that the last date for submitting applications was 23.12.2018. The petitioner had submitted his application before the said date and the land in his possession is adequate. Thus, the decision of the Land Evaluation Committee is perverse and is liable to be quashed.

Learned counsel for respondent No.2 submits that as per prescribed norms, the requirement is of frontage of 35 meters on the highway. In his application, the petitioner had offered land subject-matter of a registered lease deed dated 18.12.2018 and the same has a frontage of only 26.82 meters. Thus, the land offered by the petitioner did not fulfill the prescribed norms and consequently his application was rejected.

In rebuttal, learned counsel for the petitioner submits that an agreement dated 20.12.2018 had been reached between the petitioner and the land owner and possession of land subject-matter of the agreement was handed over on the same date. However, on account of some technicalities, the registered lease deed could be executed only on 13.2.2019. If land subject-matter of the second lease deed dated 13.2.2019 is also taken into consideration then the land offered by the petitioner meets the prescribed norms. The candidature of the petitioner has been rejected only on account of a technical reason and the same deserves to be set aside.

Allotment of a dealership is purely contractual in nature. It is

governed by the terms and conditions prescribed by the party offering the dealership. A copy of the brochure dated 24.11.2018 containing the terms and conditions has been placed on record as Annexure P-12 and according to clause 4(v)(a)&(d), the requirement is that adequate land should be available with the applicant as on date of application either by virtue of ownership or by virtue of lease of minimum 19 years and 11 months. The requisite land should have been offered in the application. Admittedly, lease deed dated 13.2.2019 was registered after the last date of application and, thus, the petitioner could not offer land subject-matter of the said lease deed in the application. Consequently, the requirement of the aforementioned clause was not fulfilled. Thus, I do not find any error in the impugned order dated 30.4.2019.

At this stage, learned counsel for the petitioner has argued that his application may be considered along with candidates in 'Group 2'. Group 2 pertains to applicants having firm offer of purchase or long term lease for a period of minimum 19 years 11 months.

The argument has no merit as land, subject matter of agreement dated 20.12.2018, was not offered by the petitioner in his application. Thus, he cannot be considered in 'Group 2'. The petitioner has been considered in 'Group 3' pertaining to applicants who have not offered any land and there is no flaw in such consideration.

In view of the above, the writ petition has no merit and is dismissed.

February 17, 2020**(SUDHIR MITTAL)****poonam****JUDGE****Whether Speaking/Reasoned****Yes****Whether Reportable****Yes**