

IN THE HIGH COURT OF JUDICATURE OF BOMBAY

BENCH AT AURANGABAD

WRIT PETITION NO .6254 OF 2020

Laxman S/o. Gorakh Waghmare

Age : 50 years, Occu. Business and Agriculture

R/o. Yedashi Tal. Osmanabad

Dist. Osmanabad.

...Petitioner

Versus

1. The Union of India

Through its Secretary,

Govt. of India, Department of

Petroleum and Natural Gas,

Parliament House, New Delhi.

2. The General Manager,

Hindustan Petroleum Corporation Ltd,

17, Jamshedji Tata Road, Charchgate,

Mumbai 400020

3. The Regional Manager,

Hindustan Petroleum Corporation Ltd.,

Regional Office, Near Pakni Railway Station,

Pakni Depot, Tq. & Dist. Solapur-413242.

...Respondents

Mr. P.R. Katneshwarkar h/f Mr. V.S. Undre, Advocate for the Petitioner.

Ms. Sudha Chintamani, Standing Counsel for Respondent No.1.

Mr. A.P. Bhandari, Advocate for Respondent Nos.2 & 3.

CORAM : RAVINDRA V. GHUGE &

S.G. MEHARE, JJ.

RESERVED ON : 12th OCTOBER, 2021

PRONOUNCED ON : 23rd NOVEMBER, 2021

ORDER (PER S.G. MEHARE, J) :

1. The petitioner was selected for retail outlet dealership of HCPL petrol pump at location no. 218 in the advertisement issued by respondent no. 2 for Kallamb-Dhoki road at village Govindpur was selected. Respondent no.2 had issued a letter of intent to the petitioner. However, vide impugned communication dated 24.06.2020, the letter of intent was withdrawn for the reason that the land of the petitioner was on the stretch of state Highway 159 and incorrect land was selected. The petitioner has claimed that in pursuance of the letter of intent, he has invested huge amount to make the land suitable for the outlet. The impugned communication is arbitrary and illegal. Respondent no.2 is liable to pay Rs. 6 lacs per year for 25 years. He is entitled to the damages.

2. The contesting respondent no.2 and 3 submit on affidavit in reply that the petitioner has failed to satisfy the eligibility criteria. Rule 22 of the Selection of Dealers for Regular and Rural Outlet Brochure, provides for the cancellation or termination of the selection process. The impugned communication is within the guidelines and to the knowledge of the petitioner. Hence no question arises to grant the damages as claimed. The petition is devoid of merit. Hence it be dismissed.

3. Heard the respective learned counsels for the parties.

4. The learned Counsel for the petitioner would argue that in pursuance of the letter of intent, the petitioner acted upon and invested huge amount. The petitioner has made all development works at the location premises. The land offered by the petitioner is on the exact place as published in the advertisement. The petitioner is not at fault.

5. Clause 22 of the brochure states that if any statement made in the application or in the document enclosed therewith or subsequently submitted pursuant to the application, is found to have been suppressed/misrepresented/incorrect or false, then the application is liable to be rejected without assigning any reason and if the applicant is appointed as dealer, the dealership is liable to be terminated. In such cases the candidate/ dealer shall have no claim whatsoever against the Corporation.

6. The location proposed by the petitioner, field survey no. 242 of village Govindpur, was on the State Highway. The Sub-Divisional Engineer, Public Works Sub-Division Kallamb in its letter dated 10.01.2020 has mentioned that field Gut no 242 is located on the right side of the State Highway no. 208. The said Highway starts from 00 miles from Shivaji Square Kallamb and ends at Dhoki petrol pump.

7. The retail outlet dealership was for rural area is not disputed. The land offered by the petitioner was not satisfying the eligibility criteria. Offering unsuitable land disqualified him. The selection of location suitable to the business, is exclusively within the domain of respondent no.2. Non compliance with the conditions laid down in the brochure, is a good ground to withdraw the letter of intent. The withdrawal of letter of intent is based on the location inspection. It was revealed that the location proposed by the petitioner was not as per the requirement published in the advertisement. The petitioner has no legitimate right to claim the dealership, if compliance as required in the advertisement is not made.

8. So far as the claim of damages is concerned, it is outside the jurisdiction of this court.

9. The petition is devoid of merit. Hence dismissed. No costs.

(S.G. MEHARE, J.)

(RAVINDRA V. GHUGE, J.)

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