

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

908 WRIT PETITION NO.834 OF 2019

SUNIL SURESH PARDESI
VERSUS
BHARAT PETROLEUM CORPORATION LTD.
THROUGH REGIONAL LPG MANAGER AND ANOTHER

...
Advocate for Petitioner : Mr. Sharad V. Natu.
Advocate for Respondents : Mr. S. S. Kulkarni.
...

CORAM : **A. S. GADKARI and**
S. G. MEHARE, JJ.

DATE : 28th January, 2022.

P.C.:

. By the present petition under Article 226 of the Constitution of India, petitioner has challenged the order/communication letter dated 26th November, 2018 issued by respondent No.2

2) Heard Mr. Natu, learned counsel for petitioner and Mr. Kulkarni, learned counsel for respondent Nos.1 and 2.

3) In pursuance of advertisement dated 31st August, 2017 issued by the respondents, the petitioner applied for LPG Distributorship for and at Dhanora, Block Nandurbar, District Nandurbar, State of Maharashtra in the category of OBC, type Gramin. In preliminary round, he was held to be eligible, but during the field survey, it was revealed that the lease agreement of the plot of land, which was offered for godown was a notarized document and was not a registered document. The candidature of the petitioner was therefore turned down by the

respondents company.

4) Clause 1.23 of the Brochure on Notified Guidelines for Selection of LPG Distributors and in particular sub-clause (a) thereof prescribes ownership title of the property or Registered Lease Deed having minimum 15 years of valid lease period commencing on any day from the date of advertisement up to the last date of submission of application as specified either in the advertisement or corrigendum.

It is, thus, clear that when the petitioner filed his application with respondents seeking LPG Distributorship in furtherance of the said advertisement dated 31st August, 2017, it was well within his knowledge that, registered lease deed of the plot of land was mandatory and despite the said fact he submitted a lease agreement which was simply notarized. Submission of the said document by the petitioner with the respondents company is contrary to the said guidelines and in particular clause 1.23 (a) thereof. The respondents therefore have rightly rejected the application of the petitioner on that count.

5) After perusing record, we find that there is no perversity or error in the impugned order/communication letter dated 26th November, 2018 issued by respondent No.2.

The petition is accordingly dismissed.

[S. G. MEHARE, J.]

[A. S. GADKARI, J.]