

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

**LPA-306-2023 (O&M)
Reserved on:25.07.2023
Pronounced on:03.08.2023**

Phulwinder singh

... Appellant

Vs.

Bharat Petroleum Corporation Limited & others

... Respondents

**CORAM: HON'BLE MR. JUSTICE DEEPAK SIBAL.
HON'BLE MRS. JUSTICE SUKHVINDER KAUR.**

Present: Mr. K.S. Nalwa, Advocate for the appellant.

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SUKHVINDER KAUR, J.

This intra Court appeal has been preferred against the order dated 18.01.2023 passed by a learned Single Judge of this Court, whereby the petitioner's petition has been dismissed.

2. Briefly stated, the facts of the case are that the Bharat Petroleum Corporation Limited (in short 'Corporation') along with other public sector undertakings issued a joint advertisement on 26.10.2013 for allotment of LPG distributorship. One of the proposed sites was Sangrur which was reserved for the OBC category. The appellant applied for the same and was successful in the draw of lots held on 29.11.2018. In this regard, a letter dated 30.11.2018 was issued to the appellant. After the draw of lots and completion of documents, physical verification commenced. Vide letter dated 28.12.2018 (Annexure P-11), the respondent/Corporation issued a

letter to the appellant with regard to Field Verification of the credentials of location of Sangrur-2, District Sangrur. The appellant was asked to submit documents including NOC (as per Appendix-4) from the co-owner(s) of the land on which the godown of the LPG Distributorship was to be set up. The names of all the co-owners and other documents were also requisitioned for verifying the fulfilment of the requisite conditions of eligibility. The appellant was stated to have got the land for LPG Distributorship on lease from one Jagwinder Singh @ Jaswinder Singh who had died on 28.03.2017 i.e. much before the draw of lots. There were three L.Rs. of the aforesaid Jagwinder Singh @ Jaswinder Singh, his widow Gurmeet Kaur and two minor sons. The Corporation had not raised any objection with regard to the right of the L.Rs. to continue with the process. In the meantime, two of these persons, namely, Bant Singh and Harchet Singh who were also co-sharers of the leased land sought to be given for LPG Distributorship, also expired on 15.02.2018 and 12.12.2018 respectively. They were also succeeded by their respective L.Rs. Their NOCs were also required to be submitted. However, the appellant did not furnish consent/certificate from all the co-owners in pursuance to the letter dated 28.12.2018.

3. Besides that vide another letter of even date dated 28.12.2018 the Corporation also sought clarification from the appellant regarding the land which has been offered by him and which was stated to be got on lease from Jagwinder Singh @ Jaswinder Singh, as such land had also been given on lease by the said Jagwinder Singh to some other person, namely, Rupinder Singh and therefore, two lease deeds had been simultaneously executed with regard to the same land. In this regard, the

appellant filed reply stating therein that the owner of land namely, Jaswinder Singh @ Jagwinder Singh was having a big chunk of land at the same place and that he would get the required documents from him. Thereafter, the appellant submitted with the corporation, consent certificates of only 5 out of the 11 co-owners. The Corporation vide order dated 09.07.2019 rejected the candidature of the appellant and directed that the amount of Rs.25,000/- deposited with the Corporation, stands forfeited.

4. Feeling aggrieved, the appellant knocked the doors of this Court through the aforesaid writ petition. The learned Single Judge vide the impugned order dated 18.01.2023 dismissed the said writ petition. Hence the present intra Court appeal.

5. Counsel for the appellant has contended that it is the admitted position that the appellant had taken the land on lease and the Gram Panchayat had also issued NOC for construction and establishment of a godown thereupon. The appellant had submitted NOCs of 5 out of the total 11 co-owners on the demand of the respondents. Even the NOCs from the remaining co-owners were submitted by the appellant lateron but the respondents, without any justifiable reasons, rejected the candidature of the appellant. He has contended that the learned Single Judge has taken a hyper-technical view that the appellant was not having the said NOCs prior to the passing the impugned order. He has further contended that the respondents have also not denied the fact that the said lease deed had not expired and has not been taken back by the legal heirs of the lessors and that the appellant is still in possession of the said land. He has argued that a serious prejudice has been caused to the appellant who has been paying the lease money since the

year 2018 and during the entire process and time period, the lessor had died. There was no occasion to cancel the candidature of the appellant and that too, when he had completed all the formalities and had submitted all the requisite documents. He has also urged that the land given on lease to the appellant and Rupinder Singh is different. In this regard, he had submitted site plan before the respondents along with affidavit of Smt. Gurmeet Kaur. So the finding recorded regarding same land having been leased to two different persons is liable to be set aside. He has contended that the decision to cancel the candidature of the appellant is too harsh, especially when there is no prejudice to anyone. The appellant is the only one eligible and selected candidate in the fray, as no other person is eligible and has prayed that the impugned order be set aside by allowing the present appeal.

6. We have heard learned counsel for the appellant and have also perused the relevant record.

7. In the instant case, the candidature of the appellant has been rejected on two grounds. Firstly, that the NOCs from all the co-owners were not submitted by the appellant and secondly, that the land offered by the appellant which he had got by way of lease from Jagwinder Singh @ Jaswinder Singh, was the same land, which the aforesaid lessor had also leased to some other person, namely, Rupinder Singh.

8. From perusal of the record, it transpires that admittedly earlier the appellant was not in possession of NOCs from all the co-shares. After he was declared successful on 30.11.2018, he submitted NOCs of only 5 co-sharers. The remaining 6 NOCs of other co-sharers were supplied by him only on 18.07.2019, whereas the impugned order had already been passed on

09.07.2019. Thus, obviously the appellant did not submit the NOCs of all the co-sharers before passing of the impugned order, as at that time he was not in possession of the same. The learned Single Judge has, thus, rightly held that therefore, on the face of it, it appears that the appellant was not eligible for being allotted the LPG distributorship.

9. Now coming to the second issue that the appellant got on lease from Jagwinder Singh @ Jaswinder Singh the same land which the aforesaid lessor had given to another person, namely, Rupinder Singh vide lease deed of even date. Along with appellant Phulwinder Singh one Rupinder Singh was also applicant of the same location. A perusal of the copies of the lease deeds in favour of Phulwinder Singh and Rupinder Singh reveal that for the LPG distributorship in question, both of them had offered the land with the same khasra numbers, owned by the same owner Jagwinder Singh @ Jaswinder Singh of Village Balian, Tehsil and District Sangrur. Both the lease deeds were registered on 25.11.2013. So it appears that these lease deeds had been procured by Phulwinder Singh and Rupinder Singh for seeking LPG distributorship. As per “Brochure on guidelines for selection of regular LPG Distributors” issued by the respondents, intention of insisting upon the sale deed, lease deed or gift deed is to ensure, a person, who is allotted dealership, is in a position to run his business in the said premises without any hindrance. But in the facts of the present case, when same land has been given on lease to the appellant as well as to one Rupinder Singh, who was also a co-applicant and both of them had offered land with the same khasra numbers, owned by the same owner, then the candidature of the appellant has rightly been rejected by the respondents.

10. Moreover, as the land under the sale deed is unpartitioned and lease deed of same khasra numbers of land has also been executed in favour of co-applicant Rupinder Singh, then the exact location could not be ascertained where the godown was to be set up on the said land.

11. Besides that, this fact also cannot be brushed aside that respondent Corporation being a Public Sector Undertaking for allotting the LPG distributorship, is duty bound to see that all the mandatory conditions for eligibility are fulfilled and interest of the State is safeguarded. So the learned Single Judge has rightly observed that the respondent Corporation has applied its mind and its wisdom to see that all the eligibility conditions are fulfilled and that there should not be any confusion especially with regard to the identification of the land and once confusion arises with regard to the land itself, then it is well within the wisdom of the Public Sector Undertaking to refrain itself from further processing the application by rejecting the same. It has been further rightly held that the appellant did not have any vested right in him for seeking allotment of LPG distributorship, as it was not at the stage of a concluded contract, but it was a stage where only a proposal was made which was still to be processed.

12. Thus, the learned Single Judge has properly considered the matter in the right perspective.

13. We do not find any illegality or perversity warranting any interference by us in the Letters Patent jurisdiction

14. Accordingly, the instant appeal is dismissed.

15. Pending application(s), if any, shall also stand disposed of.

(DEEPAK SIBAL)
JUDGE

(SUKHVINDER KAUR)
JUDGE

03.08.2023
harjeet

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| 1. Whether speaking/reasoned? | Yes/No |
| 2. Whether reportable? | Yes/No |