

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

CWP-16135-2023

Date of Decision:29.08.2023

NORANG LAL

..... Petitioner

Versus

INDIAN OIL CORPORATION LIMITED (IOCL) AND OTHERS

..... Respondents

CORAM: HON'BLE MR. JUSTICE JAGMOHAN BANSAL

Present : Mr. P.S. Jammu, Advocate for the petitioner.

Mr. Ashish Kapoor, Advocate for the respondents.

JAGMOHAN BANSAL, J. (Oral)

1. The petitioner through instant petition under Article 226/227 of the Constitution of India is seeking setting aside of result of draw of lots dated 24.11.2022 (Annexure P-11) whereby respondent No.3 has been declared successful candidate. The petitioner is further seeking setting aside of communication dated 04.07.2023 (Annexure P-17) whereby legal notice of the petitioner seeking cancellation of candidature of respondent No.3 has been rejected.

2. The petitioner pursuant to advertisement of respondent-Corporation inviting application for allotment of retail outlet dealership, like other applicants filed an application. The petitioner belongs to scheduled caste category and petrol pump was meant for scheduled caste category. The petitioner applied under Group-2 category and respondent No.3 applied under Group-1 category. As per terms and conditions of the advertisement, a person who is owner of the land with or without his family members or having confirmed lease-deed may apply under Group-1 whereas a person having agreement to sell or an offer to execute lease-deed can apply under

Group-2 category. The petitioner applied under Group-2 category, however, he was shifted to Group-1 category because the petitioner purchased land. The respondent- Corporation declared respondent No.3 a successful candidate. The respondent No.3 was not owner of the offered land, however, he was having confirmed lease-deed in his favour. The land offered by him is owned by two brothers. One brother is residing out of country. Brother who is residing in India executed lease-deed alongwith an affidavit from his brother i.e. second owner of the land. The affidavit was executed at Calgary, Alberta, Canada. The respondent- Corporation accepted lease-deed offered by respondent No.3 and declared him successful candidate.

3. Learned counsel for the petitioner assailing allotment of retail outlet to respondent No.3 asserts that lease-deed was executed by one owner out of two and second owner has furnished only affidavit which was not attested in India, thus, lease-deed was incomplete and respondent No.3 could not be considered under Group-1 category. He further submits that affidavit filed by second owner of the land was required to be registered in India.

4. Learned counsel for the petitioner in support of his contention relied upon judgment of Allahabad High Court in ***Puneet Kumar Singh Vs. Bharat Petroleum Corporation Ltd. and another*** 2019 SCC OnLine All 5326.

5. Per contra, learned counsel for the respondents- Corporation submits that as per policy of the Corporation, in case of two or more owners of land, consent of other owners is required and lease-deed may be executed and got registered by one owner. Intent of the Corporation is always to ensure that lease-deed should be executed with the consent of all the owners so that litigation may be avoided. In the case in hand, there were two owners

of the land and one owner has executed lease-deed which was duly supported with affidavit of another owner, thus, there was due compliance of the conditions of the brochure.

6. I have heard the arguments of both sides and with the able assistance of learned counsels have perused the record.

7. From the perusal of the brochure, it comes out that a candidate either must be owner of the land or he should be lessee of the land for consideration under Group-1. The lease-deed should be registered. The brochure is not very much clear with respect to joint owners of a piece of land where application is based upon lease-deed, however, from the perusal of Clause (i) of paragraph 4 (v) of the brochure, it comes out that in case of joint owners, consent letter in the form of an affidavit is sufficient. Power of attorney is required to be registered, however, there is no requirement of registration of consent letter. The said clause reads as:

“ Registered Lease deed for a minimum period of 19 years and 11 months (as advertised by respective oil company).

*i) In case the applicant or family member(s) own the land jointly with third person, the consent letter in the form of an Affidavit (**Appendix III A**) or Power Of Attorney (Registered) clearly authorizing the applicant for such use of land from third person is also required.*

The afore-cited clause though is not directly applicable to case in hand, however, for the adjudication of case in hand, inference can be drawn from the said clause. The object of the policy seems to get consent of all the owners of the land and there should be registered lease-deed. In the case in hand, there was registered lease-deed in favour of the candidate i.e. respondent No.3. The land is owned by two persons and lease-deed has been executed by one owner. The second owner has furnished affidavit whereby

he has extended his consent. Thus, there is compliance of the condition of the advertisement. The objection of the petitioner does not seem to be plausible.

8. Apart from above factual position, it needs to be noted that respondent- Corporation is going to enter into a contract with respondent No.3 and said contract is not a statutory contract whereas it is a contract between a Government instrumentality and a private party. In contractual matters unless and until, there is gross violation of terms and conditions of the policy or misuse of process of law or violation of fundamental or vested right of the candidates, it is settled proposition of law that interference of the Court in exercise of power conferred by Article 226 of the Constitution of India should be minuscule.

9. In the case in hand, this Court does not find any discrimination or abuse of process of law or favoritism or violation of any fundamental or vested right of the petitioner warranting interference. The Corporation has declared respondent No.3 a successful candidate on the basis of duly executed lease-deed which is supported with affidavit.

10. In the wake of above facts and findings, this Court finds that present petition sans merit and deserves to be dismissed and accordingly dismissed.

(JAGMOHAN BANSAL)
JUDGE

29.08.2023
Ali

Whether speaking/reasoned	Yes/No
<i>Whether Reportable</i>	<i>Yes/No</i>