

CWP-37880-2018

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

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CWP-37880-2018

Date of Decision: 02.08.2023

Kuldeep

...Petitioner

Versus

Bharat Petroleum Corporation Ltd and Others

...Respondents

CORAM: HON'BLE MR. JUSTICE JAGMOHAN BANSAL

Present:- Mr. Sukhandeep Singh, Advocate for
Mr. Lokesh Sinhal, Advocate for the petitioner
Mr. Ashish Kapoor, Advocate for the respondent Nos.1 to 4
Mr. J.P. Rana, Advocate for respondent No.5

JAGMOHAN BANSAL, J. (Oral)

1. The petitioner through instant petition under Articles 226/227 of the Constitution of India is seeking setting aside of order dated 18.06.2018 (Annexure P-11) whereby respondents have withdrawn Letter of Intent dated 19.12.2017 (Annexure P-6) issued in favour of the petitioner.

2. The brief facts of the case which are necessary for adjudication of the present petition are that pursuant to an advertisement, the petitioner applied for LPG Distributorship offered by Bharat Petroleum Corporation Limited (for short '**corporation**'). The petitioner was declared successful candidate in the draw of lots. The petitioner in compliance of terms and conditions deposited Rs.20,000/- with the corporation. The corporation after verifying land offered by the

petitioner issued Letter of Intent. The respondent-corporation received a

complaint alleging that petitioner as well as his wife had offered same piece of land for the allotment of LPG Distributorship. On the basis of the said complaint, the respondent-corporation initiated proceedings against the petitioner. A meeting was held in the office of respondent-corporation wherein petitioner as well as his wife was present. Wife of the petitioner in the record of meeting gave a note that she had filed application, however, she had not signed the same because she signs in 'Hindi' whereas signatures on the application are in 'English'.

3. Learned counsel for the petitioner *inter alia* contends that respondent-corporation could not cancel allotment of LPG Distributorship after the expiry of 30 days from the date of allotment because no complaint as per terms and conditions of the brochure could be entertained after the expiry of 30 days. There is difference in the address of the petitioner as well as the alleged application filed by wife of the petitioner. There is difference in the particulars of land offered by the petitioner and his wife, thus, respondent-corporation has wrongly cancelled allotment of distributorship.

4. Mr. Ashish Kapoor, learned counsel for the respondent Nos.1 to 4/corporation *inter alia* submits that as per terms and conditions as well as declaration of the application form, allotment can be cancelled at any stage if it is found that same piece of land has been offered by more than one persons. The said clause has been inserted to inhibit different persons to offer same piece of land because it creates more probabilities of allotment in their favour. The wife of the petitioner

joined meeting wherein she admitted that same piece of land was offered, however, she jotted down in her hand writing that she had filed application but not signed the same. Once she accepted that she had filed the application, she cannot be heard to say that it has been signed by someone else.

5. I have heard the arguments of learned counsels for the parties and perused the record with their able assistance.

6. From the perusal of record and arguments of both sides, it comes out that wife of the petitioner had filed an application for allotment of LPG Distributorship and she was sent notice at the time of draw of lots. Wife of the petitioner is not denying filing of application, however, she is denying her signatures. There is minor difference in the description of the land offered by the petitioner as well as land offered by wife of the petitioner. The land is same nonetheless minor difference in the description. As per terms and conditions as well as declaration of the applicant, same land cannot be offered by two persons and in case it is found that same land has been offered by two different persons, the allotment is liable to be outrightly cancelled. The petitioner at this stage is attempting to feign ignorance qua application filed by his wife, however, it is undisputed that she had filed application. The petitioner is trying to take advantage of minor difference in the description of offered land which seems to be created by the petitioner and his wife to throw wool on the eyes of the corporation.

This Court is of the opinion that petitioner and his wife had offered same piece of land with intent to create more chances of allotment which is contrary to the policy of the corporation. The petitioner had acted contrary to the terms and conditions of allotment/brochure, thus, respondent-corporation has rightly cancelled Letter of Intent.

7. In view of aforesaid facts and findings, the petition deserves to be dismissed and accordingly dismissed.

(JAGMOHAN BANSAL)
JUDGE

02.08.2023
Mohit Kumar

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