

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.6299 of 2020

=====

Smt. Rashmi Kumari W/o Panchanan Sah, C/o Mahendra Prasad Sah,
Permanent Resident of Opposite Middle School, Amarpur, P.O. and P.S.-
Amarpur, District-Banka, Presently residing at Room No. 208 B-Block,
Amity University, Sector-125, Express Highway, Noida, P.S.-Gautam Buddha
Nagar, Uttar Pradesh.

... .. Petitioner/s

Versus

1. The Bharat Petroleum Corporation Ltd. through the Territory Manager,
L.P.G., Patna.
2. The Territory Manager, Patna L.P.G. Territory and Bottling Plant, Fathua,
Industrial Area, Village-Raipur, P.S.-Fathua, District-Patna.
3. The Sales Officer, B.P.C.L., Banka.
4. Mr. Rajesh Kumar, S/o Shri Ramavtar Kumar, Village- Mansarpur, P.O.-
Laugain, P.S.- Amarpur, Dist.- Banka, Bihar- 813108.

... .. Respondent/s

=====

Appearance :

For the Petitioner/s	:	Mr. Prahalad Kumar Bhagat, Advocate
For the BPCL	:	M/s Siddhartha Prasad Om Prakash Kumar, Advocates
For the Respondent No.4:	:	Ms. Neetu Jha, Advocate

=====

CORAM: HONOURABLE JUSTICE SMT. G. ANUPAMA CHAKRAVARTHY
ORAL JUDGMENT
Date : 13-12-2024

1. The Writ application is filed for quashing the order dated 14.02.2020 issued under the signature of Territory Manager, (L.P.G.), Patna, Bharat Petroleum Corporation Limited (hereinafter referred to as 'BPCL) by which candidature of the petitioner for Gramin L.P.G. Distributorship, at location Lachhamipur Chiraia, Panchayat Lakshmipur Chiraiya, Block- Amarpur, District Banka under open category was cancelled in most arbitrary



and mechanical manner.

2. In nutshell, the contents are that the petitioner made an application, pursuant to Advertisement dated 17.06.2017 for Gramin LPG Distributorship at Location Lachhmipur, as a Retail Outlet Dealer (Rural) for LPG but the same was rejected vide order dated 14.02.2020, only on the ground of mistake in entering the Khata Number, in the Lease Deed of land which was offered by her.

3. It is submitted by the petitioner that the petitioner entered into a registered Deed of Lease dated 01.07.2017 of the land upon which showroom of the Gas Agency was proposed to be constructed and the said land is situated at Khesra No. 1171/616, but due to typographical mistake, it was stated in the said Lease as Kheshra No. 1171/22.

4. It is further stated by the petitioner that on 13.12.2018 the BPCL, again directed the petitioner to offer an alternate land, for construction L.P.G. Showroom and pursuant to it, the petitioner again submitted a registered lease of Deed dated 21.12.2018 with correct khata and



Khesra number. It is submitted that the Circle Officer, Amarpur vide letter No. 702, dated 13.08.2019 also intimated the correctness of land to Territory Manager L.P.G., BPCL, Patna and sent the description of the land along with the map, also certified that description of land earlier sent in the Circle Office was correct and the District Sub Registrar, Banka vide his information dated 20.09.2019 also certified that the earlier Deed of Lease dated 01.07.2017 was rectified through Lease Deed dated 21.12.2018.

5. It is submitted by the petitioner that without considering the documents submitted by the petitioner with regard to the land for construction of Showroom and Godown for L.P.G. Distributorship, the respondent No. 2 vide order dated 14.02.2020 cancelled the candidature of the petitioner for Gramin L.P.G. Distributorship, and that order dated 14.02.2020 is arbitrary, illegal and malafide and was passed without considering the documents submitted by the petitioner.

6. A detailed counter affidavit was filed by the respondent BPCL contending that during FVC by two



member FVC Committee, it was found that the candidate did not submit any land documents pertaining to the above land, as mentioned in application form by the petitioner, hence the ownership / possession of the above mentioned land could not be established. Therefore, the offered land did not meet the eligibility criteria / requirements for construction of LPG showroom, as per applicable guidelines and Brochure or Unified Guidelines for selection LPG distributorship, June 2017.

7. It is further contended in the counter affidavit that based on letter dated 24.10.2018 from CGM, LPG Sales vide ref: LPG:HQ: Dist. Selection, a letter was issued to the candidate dated 13.12.2018 by the FVC Committee, to offer an alternate land for construction of LPG Showroom, meeting all eligibility criteria as per Unified Guidelines for selection of LPG distributorships. In response, the petitioner had submitted her reply vide letter dated 29.12.2018 wherein the petitioner stated that she had provided the land for showroom bearing Khata No. 503/.116; Khesra No. 1171/22 at Lachhimipur Chiraiya of area 0.344 decimal vide registered lease Deed No. 9608



dated 01.07.2017 and, thereafter, the petitioner submitted a correction Deed in the name of her husband vide Ref. No. 19328 dated 21.12.2018 with rectified Khesra No. as 1171/616. It is contended that this correction Deed was prepared after the last date of submission of application form i.e. after 14.08.2017.

8. It is also contended in the counter affidavit that the details of the plot of land, owned or registered lease should commence on any date from the date of advertisement upto last date of submission of application should be provided. Therefore, the rectified Lease Deed provided, after the last date stipulated for submission, could not be accepted. It is further submitted that the Industry Record Note (Ref: SL/1111) dated 06.04.2018 has provided clarification regarding various scenarios encountered while conducting FVC or while taking decisions on selection matters and that in the present case the applicant has offered land on lease and the original lease Deed was signed by only one of the co-owners of a jointly owned property. Rectification Deed in this case will have confirmation from the co-owners heirs to the property after



giving their consent to the Original Lease Deed. Rectification / Correction Deed as submitted by the applicant is dated 21.12.2018 which is after the last date of submission of application form, for the location Lachhmipur Chiraiya and hence, it was not considered. It is further contended that it is also mentioned in clause 2 of same IRN that in case the land mentioned in the application form has different Khasra number and the mistake may be either in the form of typing mistake or it may be correct in form, but typed wrongly in the Deed or vice versa, in such a case, the application should not be considered for issuance of LOI. Thus, the above mentioned correction Lease Deed dated 21.12.2018 cannot be considered.

9. It is further contended in the counter affidavit that as the candidate failed to offer any alternate suitable land / shop for construction of LPG showroom for Location Lachhmipur Chiraiya, which should be owned by the applicant/member of the 'Family Unit'/ parents (including Step Father/Step Mother), grandparents (both maternal and paternal), Brother/Sister (including Step Brother & Step Sister), Son/Daughter (including Step



Son/Step Daughter), Son-in-law/Daughter in-law of the applicant or the spouse (in the case of married applicant) as on the last date for submission of application i.e. 14.08.2017 as per point no. 8 A of Brochure, on Unified Guidelines for Selection of LPG Distributors Shehri Vitrak, Rurban Vitrak, Gramin Vitrak and Durgam Kshetriya Vitrak June 2017, therefore, the above mentioned land could not be considered for construction of showroom and intimation for rejection of candidature & forfeiture of FVC fee was sent to the candidate vide letter dated 14.02.2020 as per the clause No. 26 of BROCHURE ON UNIFIED GUIDELINES FOR SELECTION OF LPG DISTRIBUTORS Sheheri Vitrak, Rurban Vitrak, Gramin Vitrak And Durgam Kshetriya Vitrak June 2017.

10. It is also contended in the counter affidavit that after the issuance of the impugned order dated 14.02.2020, fresh online re-draw for selection of Gramin Vitrak for subject Location was held at Swagat Dhaba, Begusarai on 05.3.2021 and 11 eligible candidate appeared. As per laid down procedure, a draw was held and Shri Rajesh Kumar (Respondent No.4) (Application Ref. No.



BPC03205086317072017) was selected. After completion of FVC the candidature was found suitable, and Conditional LOI was issued to him on 29.11.2021.

11. It is pertinent to mention here that vide order dated 30.11.2022 of this Court, the petitioner was permitted to implead Mr. Rajesh Kumar as respondent No. 4 in the Writ petition.

12. Counter affidavit was filed by respondent No. 4 contending that pursuant to advertisement dated 17.06.2017 for Gramin LPG distributorship in question in which he applied and in second round of lottery the petitioner was selected for the distributorship, but after cancellation of candidature of the petitioner by the company, in third round of lottery respondent No. 4 was selected for distributorship in question and, accordingly, LOI was issued in his name. It is further submitted in counter affidavit that respondent No. 4 constructed office and godown for running his distributorship as granted through LOI issued by the BPCL. It is also contended that respondent No. 4 invested huge amount for construction of showroom and godown and if the distributorship is



cancelled, he will be suffered to irreparable loss without any fault on his behalf. It is further contended that the BPCL, after due verification issued LOI and if at all there is any dispute between the petitioner and company, then the sole responsibility lies on the company.

13. Heard the Learned counsel for the parties and perused the records.

14. It appears that a Division Bench of this Court took up this matter on 21.11.2022 and passed a detailed order which reads as follows:

“Heard Mr. Sunil Kumar, the Learned Advocate for the petitioner and Mr. Sanjay Singh, the Learned Advocate for the Bharat Petroleum Corporation Ltd.

The claim of the petitioner for being selected as a Retail Outlet dealer (rural) for LPG has been rejected only on the ground of mistake in entering the Khata Number in the lease Deed of land which was offered by him.

Mr. Sanjay Singh, the Learned senior Advocate justifying the action of the Bharat Petroleum Corporation Ltd., draws our attention to one of the clauses in Industry Report Norms (hereinafter referred to as “IRN”) which provides



clarifications on LPG selection guideline which inter-alia states that in cases where the land mentioned in the application form has a different khesara number or khata number or name of the village is different, be it in the application form or in the lease Deed, is not permitted to be rectified for the purposes of consideration by the Corporation regarding the candidature of the offerer.

While going through the aforesaid IRN, which does not have any statutory backing, it appears that different scenarios were considered for which guidelines were issued. In most of the scenarios, where there is an inadvertent mistake on the part of the offerer, either with respect to incomplete khata number or name of another village or perhaps the dispute with respect to boundaries, rectification but without the change of the situs of the land, has been made permissible.

The scenario placed at Serial No. 2 in the IRN thus, does not appear to us to be reasonable at all.

Apart from this, what has caught our attention is that when in the field verification, it was found that there was some mismatch in the land offered and its description in the lease Deed, then instead of seeking clarification with respect to such mismatch, the petitioner was asked to offer



another plot of land/ alternative plot for his candidature to be considered.

If this was the case, there is no reason why the explanation offered by the petitioner that there was inadvertent error in the khata number and that also only partially in the lease deed, would be irreversible, notwithstanding an effort of the petitioner to have it rectified no sooner it was discerned and ultimately such an anomaly having been removed from the lease deed.

We would have decided the petition today but for the fact that with the passage of time, a third party interest in the agency in that particular area may have been created and it would not be appropriate to pass any order without hearing such party.

Both the counsel have informed this Court that the license to run the Retail Outlet has been given to one Mr. Rajesh Kumar. However the details regarding his parentage and the residential location is not known today.

Mr. Sanjay Singh, the Learned senior Advocate for the Corporation is requested to fetch the details from the office of the Corporation by day after tomorrow so that on the oral request of the counsel for the petitioner, such person could be impleaded as a party/ respondent for his view point to be heard in this proceeding.”



15. As stated Supra, in view of direction of passed by this Court, Rajesh Kumar was impleaded as respondent No. 4 and he appeared through his counsel and also filed counter affidavit in the case.

16. The petitioner has not filed any rejoinder to counter blast the contents of the counter affidavit of BPCL or of the 4th respondent. As per the counter, the FVC Committee found that the petitioner did not submit any land documents pertaining to the land, mentioned in the application form to prove ownership of portion of the land. Further, the offered land did not meet the eligibility criteria/requirement for construction of LPG showroom, as per applicable guidelines and Brochure. Though the petitioner submitted his correction deed in the name of her husband dated 21.12.2018, but the said correction deed was submitted after the last date of submission of the application form i.e. 14.08.2017 and, therefore, the petitioner cannot claim his right to consider his application. Therefore, this Court finds that there is no error or irregularity in the order passed by the respondents in cancelling the candidature of the petitioner for LPG



distributorship at location Lachhmipur Chiraiya. Furthermore, third party interest has been created in this case. 4th respondent has filed a detailed counter reporting to the Court that he has already invested huge amount in construction of showroom and godown and if his distributorship is cancelled he would be put to suffer irreparable loss.

17. Taking into consideration that the third party interest has been created and further the petitioner has not submitted his land documents within the stipulated time, this Court finds that there is no error or irregularity in the orders of the respondent BPCL, in cancelling the candidature of the petitioner.

18. Accordingly, this Writ petition is dismissed, as it is devoid of merit.

(G. Anupama Chakravarthi, J)

Spd/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	10.01.2025
Transmission Date	

