

IN THE HIGH COURT OF JUDICATURE AT PATNA
Letters Patent Appeal No.1090 of 2019

In
Civil Writ Jurisdiction Case No.11874 of 2019

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Avinash Aarohi, Son of Anil Kumar Gupta, resident of village and Post Office- Behri, Police Station- Singeshwar, District Madhepura.

... .. Appellant/s

Versus

1. The Indian Oil Corporation Limited, Registered office Indian Oil Bhawan, G-9, Ali arar Jung, Bandra (east) Mumbai (Maharsatra), through its Chairman-Cum - Managing Director.
2. The Regional Manager, Indian Oil corporation Limited (Marketing Division), Begusarai, Post Office - Barauni Oil Reginary, District- Begusarai.
3. The Head of Divisional Officer, Begusarai, Divisional Office, Indian Oil Corporation Limite (MD) Near Begusarai Refinery police station- Begusarai, District- Begusarai.
4. The Chief Divisional Retail Sales Manager, Indian Oil Corporation Limited (MD) Near Begusarai Refinery police station- Begusarai, District Begusarai.

... .. Respondent/s

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Appearance :

For the Appellant/s	:	Mr. Rajesh Kumar Singh, Sr. Advocate Mr. Ranvijay Narain Singh, Advocate Mrs. Akrity Aishwarya, Advocate
For the Respondent/s	:	Mr. Ankit Katriar, Advocate

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CORAM: HONOURABLE THE CHIEF JUSTICE
and
HONOURABLE MR. JUSTICE PARTHA SARTHY
ORAL ORDER

(Per: HONOURABLE THE CHIEF JUSTICE)

6 03-09-2024 The appellant is concerned with the dismissal of
the writ petition on the ground that the lease deed produced by



him was not in accordance with the one needed in Annexure-1 to the writ application.

2. The only question that was considered by the learned Single Judge was as to whether the stipulation in the lease deed that the lease would be applicable for a period of 29 years from the date of receipt of the license issued by the Oil Marketing Company would be valid and in consonance with the requirement. The requirement was insofar as producing a lease deed of a suitable piece of land in the advertised location or area either by way of ownership or long term lease for a period of 19 years 11 months or as advertised by the Oil Marketing Company (OMC).

3. The learned Senior Counsel appearing for the appellant would contend that the recital with which the lease deed commences specifically indicates that it was executed in the year 2018 and read with Section 110 of the Transfer of Property Act, lease should be considered as having amended on the said date.

4. We have looked at the clauses as read over by the learned Senior Counsel. It specifically indicates that the lease deed would come into operation only on the date on which the license is granted. In fact, there is a further clause that if the



license is not granted, the lease deed would not be operative. This is not in consonance with the requirement of having possession of land as per a valid lease agreement. What is required in the Brochure for Selection of dealers is a Firm Offer of long term lease for a minimum period of 19 years and 11 months, as per clause (v) Group 2. This has to be read with 'The other conditions with respect to offering of land' from which clause (a) is extracted hereunder:

“a) The land should be available with the applicant as on the date of application and should have minimum lease of 19 years and 11 months (as advertised by respective oil company) from the date or after the date of advertisement but not later than the date of application.”

Read together this connotes possession.

5. In such circumstances, we find absolutely no reason to interfere with the judgment of the learned Single Judge.

6. The appeal stands dismissed.

(K. Vinod Chandran, CJ)

(Partha Sarthy, J)

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