



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD**

WRIT PETITION NO.12867 OF 2024

Prachi Rohit Dhumal,
Age : 24 years, Occu : Business,
R/o At. Post. Mahalgaon, Tq.Vaijapur,
Dist. Chh. Sambhajinagar.

...PETITIONER

-VERSUS-

Indian Oil Corporation Ltd.,
Through its
Divisional Manager,
Divisional Office, Plot No.99,
Indian Oil Bhawan, Jyoti Nagar,
Aurangabad-431005.

...RESPONDENT

...

Shri Mahesh S. Deshmukh, Advocate for the petitioner.
Shri Anand P. Bhandari, AGP for the respondent.

...

**CORAM : MANGESH S. PATIL
&
PRAFULLA S. KHUBALKAR, JJ.**

**Reserved on : 03rd December, 2024
Pronounced on : 14th December, 2024**

JUDGMENT (Per Prafulla S. Khubalkar, J.) :-

Heard.

2. Rule. Rule made returnable forthwith. Heard finally
by consent of parties.

3. The petitioner has raised challenge to the letter/

order dated 24.10.2024 issued by the sole respondent cancelling her candidature for award of Retail Outlet (R.O.) Dealership.

4. The factual matrix leading to the instant petition is as follows:-

(a) The respondent/ Indian Oil Corporation floated an advertisement dated 28.06.2023 calling applications for allotment of Retail Outlet Dealership at various locations including at '4 KM from Baghur Phata towards Vaijapur on Gangapur-Vaijapur Road (SH), District Chhatrapati Sambhajinagar'.

(b) The last date for submission of application was 27.09.2023. Detailed procedure for making an application and relevant terms and conditions for allotment were mentioned in the advertisement and Brochure.

(c) In response to the advertisement, the petitioner submitted application on 23.08.2023 from Group-1.

(d) The location draw was held on 26.12.2023 and the intimation about selection and submission of documents was sent to the petitioner on 27.12.2023. This intimation mentioned that it

was only a preliminary intimation for the petitioner's provisional selection for R.O. Dealership and the award of dealership was subject to compliance of further terms and conditions as required.

(e) The petitioner submitted the documents in support of her application including a registered Lease Deed dated 21.08.2023 executed in her favour by one Bhagwan Changdeo Nighut. This Lease Deed mentioned the period of lease as commencing from 01.01.2024 for a period of 30 years.

(f) Subsequently, the petitioner also submitted a Correction Deed dated 06.02.2024 to the above Lease Deed by which, correction was made with respect to the boundaries of the plot.

(g) The petitioner submitted another Correction Deed dated 11.03.2024 which contained the clause of correction with respect to the date of commencement of the period of lease. This Correction Deed mentioned that the lease shall commence from the date of execution i.e. 21.08.2023 instead of 01.01.2024.

(h) Thereafter, the respondent issued letter dated

24.10.2024 informing the petitioner that her candidature for R.O. allotment stood cancelled since she had failed to establish her possessory rights over the land on the date of application.

(i) The petitioner has raised challenge to this letter/order cancelling her candidature for R.O. allotment.

5. The petitioner challenges the decision of the respondent rejecting her candidature on several grounds including that she had fulfilled eligibility criteria in view of the document of lease which was for a period of 30 years as against the requirement of 19 years and 11 months. She also avers that although the date of commencement of lease was from 01.01.2024 as per initial Lease Deed, since the field verification was carried out after 19.02.2024, it ought to have been considered that she was eligible as per the requirements. She also avers that the respondent did not grant her opportunity to meet out the shortcomings.

6. The respondent IOC filed affidavit in reply dated 26.11.2024 thereby, justifying the decision of cancellation of the

petitioner's candidature, pointing out that she was not holding requisite possessory rights in respect of the property as on the date of the application.

7. In response to the reply of the respondent, the petitioner filed rejoinder affidavit dated 02.12.2024 reiterating her stand that she was eligible in all respects.

8. Advocate Mahesh Deshmukh, the learned counsel for the petitioner, strenuously argued that the impugned letter/order cancelling the petitioner's candidature is illegal since the respondent had failed to consider that the petitioner had requisite registered Lease Deed for a period of 30 years. He also invited our attention to various terms and conditions of Brochure to buttress his contention that in view of the documents submitted by the petitioner, she was eligible in all respects. As against this, Shri Anand Bhandari, the learned advocate for the respondent, also invited our attention to various clauses and terms and conditions of the Brochure and argued that the petitioner was not holding requisite possessory rights in respect of the land 'on the date of application' and, therefore, justified the decision of the respondent.

9. Perused the record and considered the rival contentions of parties. The documents filed on record are not disputed. A quick reference to relevant clauses of the Brochure of selection of dealers is necessary. Relevant portion of the clause related to eligibility criteria as stated in clause 4(vi) is reproduced below:-

“4. *ELIGIBILITY CRITERIA FOR INDIVIDUAL APPLICANTS- PROPRIETORSHIP / PARTNERSHIP.*

.....

(vi) *Land (Applicable to all categories):*

.....

Group-I: Applicants having suitable piece of land in the advertised location/ area either by way of ownership/ long term lease for a period of minimum 19 years 11 months or as advertised by the OMC.

.....

The other conditions with respect to offering of land are as under:-

- (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. If the offered land is on long term lease and there are multiple owners, then lease deed should be executed by all co-owners of the offered plot in case lease deed is not executed by all co-owners; such lease deed shall be treated as invalid.*

.....”

10. Further clause 4(vi)(o)(iii) of the Brochure provided that it should be the responsibility of the applicant to ensure that ‘as on the date of application’, the land owner is in possession of the offered land from the beginning/ edge of the Right of Way line.

11. The terms and conditions of Brochure show that there was a clear requirement of ownership/ long term lease with respect to the land ‘as on the date of application’. Clause 23 of the Brochure mentioning ‘List of Non Rectifiable Deficiencies in Applications’ contained a clause in sub clause (q), which provided that in case the offered land was not at the advertised location/ stretch and/or was not meeting the dealer selection guidelines/ statutory norms, etc., the application would not be considered for further selection process.

12. The terms of Brochure as referred to above reveal that there was a clear requirement to have ownership/ leasehold rights of the land ‘on the date of application’. Further, the list of non rectifiable deficiencies specifically included sub-clause (q)

in Clause 23 about the category of land not meeting the dealer selection guidelines. Despite there being the corrected Lease Deed dated 11.03.2024 mentioning the period of commencement of lease from 21.08.2023, fact remains that on the date of application i.e. on 23.08.2023, the petitioner was not having the registered document of lease establishing possessory rights in respect of the land. The attempt on her part to demonstrate that in view of the Deeds of Correction of Lease Deed she fulfilled all eligibility criteria, cannot be accepted, since the fulfillment of criteria has to be reckoned with respect to the date of application.

13. To buttress its submissions, the respondent has relied upon the judgments in (a) ***Bharat Petroleum Corporation Ltd. vs. Swapnil Singh, 2015 AIR Online SC 270***, (b) ***Anapurna Jaiswal vs. Indian Oil Corporation Ltd. and others, 2021 SCC Online SC 852*** and (c) ***Indian Oil Corporation and others vs. Soma Saha and another***, MAT No.304/2019 decided on 28.09.2022 (Calcutta High Court), for highlighting the position of law that on failure to meet the requisite criteria on the date of application, a candidate cannot be said to be eligible and his candidature cannot be considered in

view of the terms and conditions of the Brochure. In this context, the observations of the Supreme Court of India in **Swapnil Singh (supra)** are reproduced below:-

“.... The admitted position (which is also clear from the counter affidavit filed by the respondent in this Court) is that on 13th September, 2011 when the application for allotment was made, the respondent was neither the owner of any land nor had any registered sale deed/ lease deed in her name. In fact, the lease deed came into existence only on 20th December, 2012 and that was registered on 21st December, 2012. Clearly on the date of the application, the respondent was not eligible in terms of the brochure and the application form.”

14. On careful consideration of rival submissions, we are of the view that the impugned decision is in accordance with the specific terms and conditions of the Brochure. Interference by this Court in exercise of powers under Article 226 of the Constitution of India is not warranted. Hence, the Writ Petition deserves to be dismissed.

15. The Writ Petition is dismissed. No order as to costs.

16. Rule is discharged.