

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

WRIT PETITION NO.10604 OF 2024

Pravin Jayhind Panhalkar

.. Petitioner

Versus

Indian Oil Corporation Ltd & Ors.

.. Respondents

UTKARSH
KAKASAHEB
BHALERAO

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Mr.Aishawary Dolas a/w Sachin Dhakephalkar,
Advocates for the Petitioner.

**Mr.Rishikesh Soni a/w Ashok Purohit i/b Ashok Purohit
& Co.,** Advocates for Respondent Nos.1 and 2.

Mr.A.I. Patel, Addl.G.P. a/w V.R.Raje, AGP for
State/Respondent.

**CORAM: B. P. COLABAWALLA &
SOMASEKHAR SUNDARESAN, JJ.
DATE : DECEMBER 16, 2024**

P. C.

1. Rule. Respondent Nos.1 and 2 waive service. With the consent of the Petitioner and Respondent Nos.1 and 2 (who are the only contesting respondents) rule made returnable forthwith and heard finally.

2. The above Writ Petition *inter alia* seeks a direction to Respondent Nos.1 and 2 to reconsider the provisional selection of the Petitioner for award of a retail outlet dealership of a Petrol Pump and also for quashing and setting aside the order dated 18th May 2024 passed by Respondent No.2, under which, the Petitioner has been found ineligible.

3. The facts in the present case are in a very narrow compass. On 28th June 2023, Respondent Nos.1 and 2 had given an advertisement for a Rural and Retail Outlet Dealership of a Petrol Pump in District Solapur. On 10th December 2023 the Petitioner was provisionally selected for the award of the Retail Outlet and was further requested to remit Rs.50,000/- towards the Initial Security Deposit and also upload a set of self attested documents on or before 31st December 2023. According to the Petitioner, on 26th December 2023, he submitted the requisite documents along with the Initial Security Deposit of Rs.50,000/-. One of the documents that were to be uploaded was an affidavit of the co-owners *inter alia* confirming that the land on which the retail outlet is going to be set up is given on lease to the Petitioner for atleast 19 years 11 months. The same was to be in the format as per Appendix-III. Since this affidavit was filed only on behalf of the one co-

owner [even though there were two co-owners], the Petitioner received an email on 12th February 2024 from Respondent No.2 requesting the Petitioner to upload the rectified documents by 4th March 2024 that is the Affidavit [in Appendix III format] of the 2nd co-owner of the land in question. Accordingly an affidavit of the 2nd co-owner was also uploaded on the requisite stamp paper on 14th February 2024. It is in this circumstances that the Petitioner was shocked and surprised to receive an email dated 18th May 2024 from Respondent No.2 informing the Petitioner that he has been found ineligible since the affidavit submitted by the 2nd co-owner is not made on stamp paper purchased in name of deponent. It is being aggrieved by this rejection that the Petitioner has approached this Court by filing the above Writ Petition.

4. We have heard the learned counsel appearing on behalf of the Petitioner as well as the learned advocate appearing on behalf of Respondent Nos.1 and 2. The facts narrated by us above are undisputed. It is not in dispute that the first affidavit of the 1st co-owner was filed as far back as on 26th December 2023. There is no issue with reference to this affidavit, and the same is confirmed by the learned advocate appearing on behalf of the the 1st and the 2nd Respondent. In other words this affidavit is compliant in all respects, except it is not executed by the

2nd co-owner. To rectify this mistake, the Petitioner was given one more opportunity and to file another affidavit in the format of Appendix-III of the 2nd co-owner. This was also done by 14th February 2024. Now, all objection taken is that the stamp paper of the second affidavit is not purchased in the name of the deponent and that is why the Petitioner is found ineligible. We find that this contention taken by the 1st and 2nd Respondent is factually incorrect. The second affidavit, and which is in format of Appendix-III, is not only executed by the 2nd co-owner but also by the Petitioner. In fact the first affidavit also was executed by the 1st co-owner as well as the Petitioner. The stamp paper of the second affidavit is in fact purchased in the name of the Petitioner. It is therefore clear that the second affidavit is jointly executed by the Petitioner and the 2nd co-owner. We therefore find that the basis on which the Petitioner was held ineligible has proceeded on the wrong premise.

5. To ensure that in the future Respondent Nos.1 and 2 are not put into any difficulty, the co-owners were brought to Court when the matter had come up on 12th December 2024. The co-owners who were present in the Court on the said date in fact confirmed to the Court that they are the co-owners of the subject land and they have no objection if the Petitioner puts up a retail outlet on the said land. This

further safeguards any apprehension that the 1st and the 2nd Respondents may have in relation to the alleged non compliance of the affidavits filed as per the format of Appendix-III.

6. In these circumstances, we hereby quash and set aside the impugned order dated 18th May 2024 passed by Respondent No.2. Considering that the Petitioner is otherwise fully compliant, we now direct the 1st and the 2nd Respondent to comply with all formalities and allot the retail outlet to the Petitioner as per his original selection on 10th December 2023.

7. Rule is made absolute in the aforesaid terms and the Writ Petition is also disposed of in terms thereof. However, there shall be no order as to costs.

8. This order will be digitally signed by the Private Secretary/ Personal Assistant of this Court. All concerned will act on production by fax or email of a digitally signed copy of this order.

[SOMASEKHAR SUNDARESAN,J.]

[B. P. COLABAWALLA, J.]