

IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH

105

CWP-7096-2024
Date of decision: 01.05.2024

GURAKE SINGH
Vs.
UNION OF INDIA AND OTHERS
...PETITIONER
...RESPONDENTS

CORAM: HON'BLE MR. JUSTICE JAGMOHAN BANSAL

Present: Mrs. R.K.Grewal, Advocate
for the petitioner.

Mr. Raman Sharma, Addl. A.G., Haryana.

JAGMOHAN BANSAL, J (ORAL)

1. The petitioner through instant petition under Articles 226/227 of the Constitution of India is seeking setting aside of communication dated 23.02.2023 (Annexure P-8) whereby distributorship/dealership agreement dated 02.11.2015 (Annexure P-4) executed between petitioner and HPCL has been terminated.
2. The petitioner, pursuant to advertisement applied for LPG Distributorship. In the application form, he disclosed his marital status as 'unmarried'. In the column of financial status, he disclosed savings of himself as well as his father. He was found eligible and accordingly selected for allotment of LPG distributorship. An agreement dated 02.11.2015 (Annexure P-4) was executed between him and respondent-HPCL. He had declared his marital status in the application form as 'unmarried' and respondent on a complaint found that he on the date of application was duly married person. The respondent called upon him to explain his position. In his explanation, he tried to prove that he

was unmarried and he had correctly disclosed his marital status. On inquiry, it was found that petitioner not only mis-declared his marital status in the application form but also subsequently tried to throw wool over the eyes of Corporation.

3. Mrs. R.K. Grewal, Advocate, inter alia contends that an agreement dated 02.11.2015 for LPG Distributorship was executed between petitioner and respondent No. 2. He inadvertently in the application form disclosed his marital status as 'unmarried' and in the column of spouse disclosed name of his father. The respondent-HPCL after eight years from the commencement of distributorship has cancelled agreement vide order dated 23.02.2023 (Annexure P-8) on the sole ground that he mis-declared his marital status. As per terms and conditions of the agreement, wife is 50% partner of the distributorship. The wife of the petitioner is a school teacher and she has not lodged any complaint against him. She could not be his partner because she is in service. He was fully eligible and there is no violation of eligibility clause and termination under impugned clause is applicable where there is violation of eligibility criteria.

4. Per contra, Mr. Raman Sharma, Addl. A.G., Haryana submits that marital status of petitioner is not a mere formality and it carries its own weight. While determining financial status of a married person, the financial position of parents is not considered. The petitioner was married, thus, financial position of his father could not be considered, while determining his financial position. He in his application form instead of financial sources of his father, could have added financial sources of his spouse. He furnished affidavit dated 04.02.2014 as well as 30.10.2015 wherein he categorically disclosed that he is unmarried and would inform Corporation as soon as he gets married.

5. I have heard the arguments of learned counsel for the parties and perused the record.

6. From the perusal of Application Form submitted by petitioner, it is evident that he disclosed his marital status as 'unmarried'. He included financial sources of his father in his financial status. He was supposed to have minimum balance of Rs. 10,00,000/-. He himself was having balance of Rs. 6,57,000/- and he included Rs. 9,86,000/- of his father to make the total amount of Rs.10,00,000/-. He filed affidavits dated 04.02.2014 and 30.10.2015 wherein he categorically deposed that he is unmarried and he would inform Corporation within 15 days from the date he gets married.

7. The petitioner is claiming that documents were prepared by his uncle and there was no lapse on his part. The petitioner is not disputing his signatures on the affidavits and the application form. There was mis-statement in the Application Form as well as affidavits. If contention of petitioner is accepted, the sanctity of information disclosed in the application form and affidavits would lose its significance. There is always some purpose of affidavit. The affidavit cannot be furnished in a casual or callous manner. The petitioner has included financial sources of his father while determining his financial status. These facts collectively indicate that there was intentional or unintentional mis-statement/mis-declaration on the part of petitioner and different terms & conditions of brochure of respondent, letter of intent (LOI) and Agreement executed between the parties mandate that LPG distributorship shall be cancelled, if at any stage, any information furnished by applicant is found incorrect.

8. The respondent has forfeited security of the petitioner. The petitioner was allotted distributorship in 2015 and he has worked without

hindrance till 2023. The respondent is directed to sympathetically consider question of refund of security.

9. Disposed of accordingly.

01.05.2024
manoj

[JAGMOHAN BANSAL]
JUDGE

Whether speaking/reasoned	Yes/No
Whether reportable	Yes/No