

**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

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**2024:PHHC:027759
CWP No.4638 of 2024
Date of Decision:28.02.2024**

Ajit Singh

....Petitioner

VS.

Union of India and others

....Respondents

CORAM: HON'BLE MR. JUSTICE JAGMOHAN BANSAL

Present: Ms. Rajni Bala Rohilla, Advocate
for the petitioner

Mr. Ravi Sodhi, Senior Panel Counsel
for the Union of India

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 11.01.2024 (Annexure P-7) whereby his candidature for Retail Outlet Dealership has been cancelled.

2. The petitioner applied for allotment of Retail Outlet Dealership pursuant to an advertisement dated 25.06.2023 (Annexure P-1) of the Bharat Petroleum Corporation Limited (in short "Respondent-Corporation"). He was selected in the draw of lots. He applied on the basis of lease deed. The Respondent-Corporation scrutinized lease deed and found that there are two co-owners of the offered land. One owner of the land is an individual and another is Gram Panchayat. The individual executed lease deed which

was counter signed by official of Gram Panchayat. The Respondent-Corporation rejected candidature of the petitioner on the ground that lease deed was not executed by all the co-owners though official of the Gram Panchayat has signed the lease deed as a witness or as a consentee to the lease deed.

3. Notice of motion.

4. Mr. Ravi Sodhi, Senior Panel Counsel for Union of India and Mr. Raman Sharma, Advocate for the Respondent-Corporation, who on advance notice are present in Court, accept notice and waive service. He submits that there was violation of condition of the Brochure on the part of petitioner, thus, impugned order is sustainable.

5. The petitioner concededly applied under Group-1 and he offered a leased land. Clause 4 of the brochure deals with eligibility criteria for individual applicants. The relevant extracts of Clause 4(vi)(a) are reproduced as below:-

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

(i) to (v)

xxxx

xxxx

xxxx

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

xxxx

xxxx

xxxx

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.”

6. From the perusal of above quoted Clause, it is quite evident that in case of multiple owners of land, lease deed should be executed by all the co-owners of the offered land. The petitioner offered a piece of land which was owned by two co-owners. The lease deed has been executed by one co-owner and second co-owner has signed it as a witness. The procedure adopted by petitioner is not strictly in accordance with the brochure.

7. Faced with this, Ms. Rajni Bala Rohilla, Advocate, submits that case of the petitioner may be disposed of in terms of order dated 13.02.2024 passed by this Court in CWP No. 3174 of 2024.

8. In view of the above, the instant petition stands disposed of in terms of order dated 13.02.2024 passed by this Court in CWP No. 3174 of 2024.

(JAGMOHAN BANSAL)
JUDGE

28.02.2024
paramjit

Whether speaking/reasoned:	Yes	
Whether reportable:		No