



IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

Date of Decision:07.05.2024

CWP-6000-2024

GAURAV GUPTA

....Petitioner

VS.

BHARAT PETROLEUM CORPORATION LIMITED AND OTHERS

....Respondents

CWP- 3489 of 2024

MAM CHAND

....Petitioner

VS.

UNION OF INDIA AND OTHERS

....Respondents

CORAM: HON'BLE MR. JUSTICE JAGMOHAN BANSAL

Present: Mr. Mayank Bajaj, Advocate
for the petitioner in CWP-6000 of 2024

Mr. Garvit Mittal, Advocate
for the petitioner in CWP- 3489 of 2024

Mr. Raman Sharma, Advocate
for HPCL in CWP-3489 of 2024
for BPCL in CWP-6000 of 2024

Mr. Shubham Thakur, Central Govt. Counsel
for the Union of India in CWP-6000 of 2024

Mr. Dharam Chand Mittal, Senior Panel Counsel
for Union of India in CWP- 3489 of 2024

JAGMOHAN BANSAL, J. (ORAL)

1. By this common order, CWP No. 6000 of 2024 and CWP No.
3489 of 2024 are hereby adjudicated as common questions of law and facts



are involved. With the consent of both sides, facts are borrowed from CWP No. 6000 of 2024.

2. The petitioner through instant petition under Articles 226/227 of the Constitution of India is seeking setting aside of communication dated 29.02.2024 (Annexure P-5) whereby his candidature for allotment of Retail Outlet Dealership has been rejected.

3. The petitioner pursuant to advertisement dated 28.06.2023 (Annexure P-1) applied for Retail Outlet Dealership. The location advertised was 'Nuh-Mandkola Road, District Nuh'. In the application form, he was required to disclose his Permanent Account Number (for short "PAN"). The correct PAN of the petitioner is ALSPG7927R whereas he declared it as AADCG4636J. It is well known fact that PAN is issued by the Income Tax Department and it is a 10 digit Code comprising of English alphabets and numerical numbers. The respondent in the Brochure of 2023, in Clause 23, has declared many deficiencies as non-rectifiable and mismatch/incorrect PAN is also a non-rectifiable deficiency. The petitioner concededly mis-declared his PAN.

4. Mr. Mayank Bajaj, Advocate submits that respondent has wrongly and arbitrarily declared mismatch/incorrect PAN as non-rectifiable deficiency. It is violative of Articles 14 and 21 of Constitution of India. The deficiency of PAN for the first time, has been declared as non-rectifiable deficiency in the Brochure of 2023 and petitioner was not aware of the fact that disclosure of incorrect PAN is a non-rectifiable deficiency.

5. Mr. Raman Sharma, Advocate submits that a number of schemes are attached with PAN. Disclosing correct PAN is an inevitable



need of the hour. Many people are applying with incorrect PAN. The respondent is following electronic scrutiny system and there is no human interference. It is not possible for the respondent to manually examine PAN of any candidate. The mistake of disclosing incorrect PAN is applicable to all the candidates and there are many candidates who have been rejected on account of incorrect PAN.

6. I have heard counsel for the parties and perused the paper book with their able assistance.

7. For ready reference, relevant extracts of Clause 23 of the Brochure of 2023 are reproduced below:-

“LIST OF NON-RECTIFIABLE DEFICIENCIES IN APPLICATIONS

The following deficiencies in the application form for Retail Outlet Dealer Selection are non-rectifiable and such applications will not be considered for further selection process.

a) Age of applicant as on the date of application is less than 21 completed years or more than 60 years except for Freedom Fighters applying for locations reserved under Combined Category 2 (CC2).

b) to m) xxx xxx xxx

n) PAN No. mismatch/incorrect PAN No./PAN No. does not belong to the applicant.

8. From the perusal of above-quoted Clause, it is quite evident that mismatch/incorrect PAN is a non-rectifiable deficiency. In the case in hand, the petitioner had declared incorrect PAN. His mistake falls within the four corners of non-rectifiable deficiencies. He has not sought declaration that aforesaid Clause is arbitrary, thus, deserves to be declared invalid. In the



absence of specific challenge to aforesaid Clause, this Court considering the fact that it is a commercial contract and respondent has followed uniform policy, does not find it appropriate to declare said Clause *suo motu* invalid or ignore the same for the purpose of adjudication of present petition.

9. It is a settle proposition of law that in contractual matters, the parties are bound by terms and conditions of advertisement/brochure. The Court cannot ask any party to act contrary to terms and conditions of Brochure.

10. In the wake of above discussion and findings, this Court is of the considered opinion that both the petitions deserve to be dismissed and accordingly dismissed.

(JAGMOHAN BANSAL)
JUDGE

07.05.2024
paramjit

Whether speaking/reasoned:	Yes	
Whether reportable:	Yes	