

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.17933 of 2017

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Tarak Chaudhary Son of Late Saryug Chaudhary, resident of Village-
Bhusahi, P.O.- Beladam, P.S.- Beligoan, District- Vaishali.

... .. Petitioner/s

Versus

1. Indianoil Corporation Limited at Maurya Lok Complex, Patna – 800001 through its General Manager.
2. The Chief Divisional Retail Sales Manager, Indian Oil Corporation Limited, Patna Divisional Office, Patna
3. The Deputy General Manager Retail Sales, Marketing Division, Indian Oil Corporation Limited, Patna

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr. Ashok Kumar, Advocate
For the Respondent/s : Mr. Sanat Kumar Mishra, Advocate

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CORAM: HONOURABLE JUSTICE SMT. G. ANUPAMA CHAKRAVARTHY

ORAL JUDGMENT

Date : 18-08-2025

1. The petitioner has filed the instant application for the following reliefs:

“ (i) Issuance of direction, order or writ in the nature of Certiorari quashing the letter dated 16.09.2017 (Annexure-4 to this writ application) issued by the respondent no.3, by which the candidature of the petitioner was not found to be eligible for K.S.K. dealership.

(ii) Issuance of direction, order or writ restraining the respondents to allot the K.S.K. dealership on the location for



which the petitioner was selected vide letter dated 10.02.2017 (Annexure-3 to this writ application) issued by the respondent no.2 in draw of lots, during the pendency of the present writ application.

(iii) Any other relief/reliefs for which the petitioner may be found to be entitled in the facts and circumstances of the present case."

2. The case of the petitioner, in brief, is that he applied for the Kisan Seva Kendra (hereinafter called as KSK) dealership at the location specified as "Within 1 km from Mauna Chowk (On Lalgun-Phakuli Road)", as advertised by the respondent Indian Oil Corporation Limited (hereinafter called as IOCL) on 22.10.2014 against Location Sl. No. 29. It is submitted that along with his application, he submitted all required documents on 20.11.2014.

2. It is submitted that the Land Evaluation Committee (LEC) of IOCL, after due inspection on 10.12.2016, found the offered land to be suitable as per the prescribed parameters, without pointing



out any deficiency. Consequently, the petitioner was informed by letter dated 19.01.2017 that he had qualified for the draw of lots scheduled on 10.02.2017. In the said draw, the petitioner was declared successful.

3. It is further submitted that the petitioner was informed vide letter dated 16.09.2017 that his candidature had been found ineligible for the KSK dealership on the ground that:

"There is no sub lease clause in the Lease Agreement, Ref. No.5406 dated 17.11.2014 of offered plot."

4. The Learned counsel for the petitioner submitted that the petitioner has filed a representation before the respondent Corporation, explaining that he had received authority from the lessor to sublease the land to IOCL. However, due to an inadvertent typographical error, the word "sublease" had been written as "शयलीज" in the lease deed. He further pointed out that there is provision for rectification of documents. The lease



deed specifically mentioned that lease would automatically lease to exist if the petitioner failed to obtain the dealership license. The relevant portion of the lease deed reads as follows:

"यह कि मोकिर अलैह इण्डियन ऑयल कॉर्पोरेशन लिमिटेड कंपनी के किसान सेवा केन्द्र पम्प के लीज ले रहे हैं। यह कि मोकिर अलैह को किसान सेवा केन्द्र के पम्प की अनुज्ञप्ति मिलने पर पम्प खोलेंगे। अनुज्ञप्ति नहीं मिलने पर यह लीज डीड स्वतः समाप्त हो जायेगा।

5. It is also submitted that the land was leased specifically for the purpose of establishing a KSK dealership and was implicitly allowed for subleasing in favour of IOCL. The petitioner contends that the rejection of his candidature is arbitrary and malafide, particularly in light of the fact that the land was found suitable and he was selected in the draw of lots.

6. It is further argued by the Learned counsel for the petitioner that the rejection of his representation by IOCL vide letter dated 25.10.2017 (Annexure-5/1) was done in a mechanical manner, without due application of



mind or appreciation of laws. The petitioner submits that the rejection is based on a purported legal opinion without any reasoning, and as such, it does not amount to a valid or speaking order.

7. The Learned counsel for the petitioner, therefore, prays for quashing of the rejection letter dated 16.09.2017 (Annexure-4), terming the same as illegal, arbitrary, and unsustainable in law.

8. A counter affidavit was filed on behalf of the respondent, Indian Oil Corporation Limited (IOCL). It is submitted that the dealership selection was governed by the terms and conditions outlined in the Brochure, which stipulated that the applicant must offer land either on ownership basis or on long-term lease. In cases where the location was reserved for Scheduled Caste (SC) category, such as the present case, if the land offered was on lease, the lease deed was required to contain a clause explicitly permitting sub-lease of the land to the Oil Company.

9. The Learned counsel for the respondents submitted that eligibility was to be determined as



on the date of submission of the application. Based on the nature of land offered and its documentation, applicants were categorised into Group 1 or Group 2 accordingly. The petitioner submitted his application along with a lease deed dated 17.11.2014. Although he was selected in the draw of lots conducted on 10.02.2017, such selection was provisional and was subject to verification of the information and documents furnished. Upon verification, it was found that the lease deed submitted by the petitioner did not contain the mandatory sub-lease clause, which was a specific requirement, under the selection guidelines.

10. It is further submitted that accordingly, the petitioner's candidature was cancelled, and he was informed of the same, vide letter dated 16.09.2017, with liberty to submit a representation within ten days. The petitioner, in his representation, contended that the lease deed did contain a sub-lease clause, but the word "sub-lease" was inadvertently written as "शयलीज". He



further submitted that he had marked “yes” in his application form, in response to the query regarding willingness to transfer the land to the Oil Company, and that he was ready to rectify the lease deed.

11. It is further contended by the counsel for the espondent that the representation was duly considered by the competent authority, which concluded that the cancellation of the petitioner’s candidature was in accordance with the dealership selection guidelines. It is emphasised that IOCL invests significant funds in establishing Retail Outlets under the SC category, and hence, it is essential that the lease deed contain an express and unambiguous sub-lease clause, at the time of submission of the application. A general expression of willingness to transfer land, or a rectification carried out at a later date, does not cure the deficiency. Further, the term “शयलीज” as used in the lease deed does not convey or amount to a legal sub-lease clause, either by its wording or context. Since eligibility is required to be complete



in all respects as on the date of submission of application, any rectification or modification made subsequently has no bearing on the initial ineligibility.

12. Further, the Learned counsel for the respondent submitted that the cancellation of the petitioner's candidature was valid, justified, and in conformity with the prescribed guidelines. No illegality can be attributed to the same.

13. In support of the case of the respondent Corporation, the Learned counsel has relied on the following judgments of the Division Bench of this Court reported in (1) **2012 (2) PLJR 783 (M/s Indian Oil Corporation Limited Vs. Raj Kumar Jha & ors)**, (2) **2019(3) PLJR 1042 (The Indian Oil Corporation & Ors. Vs. The Rupesh Kumar Verma)** and order passed in **LPA No. 925 of 2012 (Mukesh Pandey Vs. The Hindustan Petroleum Corporation & Ors.)**.

14. The observations made by the Hon'ble Division Bench in **M/s Indian Oil Corporation Limited (supra)** are quoted hereinbelow:



“8. We are of the opinion that the Corporation being the State within the meaning of Article 12 of the Constitution is supposed to act fairly, reasonably and uniformly and has to be objective in its approach. Once the standard is set out in the advertisement, the Corporation has to adhere to the said standard without any variation. In case, the Corporation allows any alteration the same will amount to subjective approach which is frowned upon by the Courts time and again. To remain objective the Corporation is required to adhere to the standards mentioned in the advertisement. In the present case, it is not in dispute that the application made by the writ petitioner was not in conformation with the requirements mentioned in the advertisement. In our opinion, the Corporation was justified in rejecting the application of the writ petitioner.

9. The Learned Single Judge ought not to have interfered with the decision of the Corporation which was taken in consonance with the terms and conditions contained in the advertisement. Besides; may be, in the present case it was a mere typographical error. However, there might be a case of mischief or misrepresentation



also. It is difficult to draw a line where an error ends and a mischief or misrepresentation begins. The best way to avoid discrimination is strict adherence to the standards mentioned in the advertisement. For the aforesaid reasons we hold that the Corporation was justified in rejecting the application of the writ petitioner. The Appeal is allowed. The impugned judgment and order dated 28th January, 2010 passed by the Learned Single Judge in CWJC No. 13196 of 2009 is set aside. CWJC No. 13196 is dismissed."

15. Further the Hon'ble Division Bench of this Court in **The Indian Oil Corporation & Ors. (supra)** has held as follows:

"We have considered the submissions raised and we find that the advertisement categorically prescribes that a candidate would be rendered ineligible if the information given amounts to withholding or concealing any fact or tendering of an incorrect information or a false information that would result in affecting the eligibility of the candidate. The three categories which have been specifically provided have, therefore, to be



read as indicated therein and, in our considered opinion, any incorrect information would affect the eligibility of a candidate. In the instant case, it is admitted on record that the information given by the respondent-petitioner with regard to the plot of the land and khata number in the application form was an incorrect information and was, therefore, a wrong information. The plot number and the khata number was 123 and 356 respectively. This mistake was accepted by the respondent-petitioner himself when he tendered the rectification deed on 12th of June, 2018 long after the expiry of the last date of the application form. There is a substantial variation in the number of khata and the plot that was subsequently tendered as Khata No. 300 with Plot No. 122 and the same, in our opinion, is not such an error which can be termed as a typographical error at least in the application form of the respondent-petitioner. The error may have occurred in the deed for which the respondent-petitioner is clearly responsible and this stands admitted by him in view of the rectification deed tendered later on. Consequently, the information as contained



in the application form and the deed which was filed along with the same palpably gave an incorrect information with regard to the khata and the plot number. This therefore disentitled the respondent-petitioner from being treated as an eligible candidate. The conclusion drawn by the Learned Single Judge bereft of these facts therefore cannot stand the scrutiny of law. Shri K. D. Chatterji, Learned Senior Counsel for the appellants is, therefore, correct in his submission that the Division Bench Judgement as relied upon by the appellants in the case of Indian Oil Corporation Ltd. v. Raj Kumar Jha (supra) squarely applies on the facts of the present case."

16. In light of the legal proposition laid down in the aforesaid judgments, this Court is of the considered view that once a standard is set out in the advertisement, the Corporation is bound to adhere to the said standard without any variation. In case, if the Corporation permits any alteration, it would amount to a subjective approach, which has been disapproved by the Courts time and again. In the present case, the petitioner through her



application form, offered unsuitable land for retail outlet dealership, based on the selection criteria stipulated in the Unified Guidelines for Selection of Dealership, which was rightly rejected by the respondents.

17. Therefore, the petitioner cannot claim any right for consideration of her application. This Court finds no error or irregularity in the decision of the respondents in issuing rejection letter (Annexure-8) to the petitioner.

18. In view of the above discussion, the Writ petition is liable to be dismissed, as it is devoid of merits.

19. In result, Writ petition is dismissed.

20. Interlocutory Application(s), if any, shall stand disposed of.

(G. Anupama Chakravarthy, J)

Spd/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	01.09.2025
Transmission Date	

