

**IN THE HIGH COURT OF JUDICATURE AT PATNA**  
**Civil Writ Jurisdiction Case No.18393 of 2018**

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Anita Kumari Shah Wife of Alok Kumar Resident of Village, P.O. and P.S.  
Teghra, District- Begusarai- 851133.

... .. Petitioner/s

Versus

1. The Indian Oil Corporation Ltd. incorporated under the Companies Act, 1956 having its registered office at G-9, Ali Yavar Jung Marg, Bandra, (East) Mumbai – 400051 through it's Managing Director.
2. The General Manager Operations Bihar State Office, Indian Oil Corporation Marketing Division, Lok Nayak Jai Prakash Bhawan Dakbunglow Chowk, Patna - 800001
3. The Chief Area Manager, Indane Area Office, Begusarai, Indian Oil Corporation Ltd. Begusarai.
4. The Sales Officer (LPG- S) Begusarai Indian Oil Corporation Ltd. Begusarai.

... .. Respondent/s

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**Appearance :**

|                      |   |                                              |
|----------------------|---|----------------------------------------------|
| For the Petitioner/s | : | Mr.Gautam Kumar Kejriwal                     |
| For the Respondent/s | : | M/s Ankit Katriar,<br>Rishi Sinha, Advocates |

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**CORAM: HONOURABLE JUSTICE SMT. G. ANUPAMA CHAKRAVARTHY**

**ORAL JUDGMENT**

**Date : 10-10-2025**

**I.A. No. 7281 of 2018:**

1. I.A. No. 7281 of 2018 is filed to amend the prayer portion at paragraph 1 of the Writ petition due to the subsequent developments as 1(e) and (f)

2. Accordingly, I.A. No. 7281 of 2018 is hereby allowed, amending the prayer portion. The reliefs mentioned in paragraph No. 1 thereof would



form part of the Writ petition.

**Re. CWJC No. 18393 of 2018**

3. The petitioner has filed the instant application for the following relief(s):

*“a) For issuance of a writ in the nature of certiorari for quashing of the letter bearing ref. no. BAO/IOC 02313364718072017 dt. 14.08.2018 issued by the respondent Chief Area Manager, being contrary to the conditions of brochure for selection of LPG distributors and also being violative of the principles of natural justice;*

*b) For holding and a declaration that in absence of any such clause in the brochure for selection of LPG distributors for the advertised location regarding restriction on inclusion of any such clause in the lease deed as pointed out in the above mentioned impugned letter of the respondent Indian Oil Corporation, no such reason could be the basis for cancellation of the petitioner's selection for grant of LPG distributorship;*

*c) For issuance of a writ in the nature of*



*prohibition restraining the respondents from proceeding with any other advertisement or say fresh process of draw of lot for selection of LPG distributor for the location in question wherein and where for the petitioner participated and succeeded in the draw till the issue of validity of the impugned letter is decided by this Hon'ble Court;*

*d) For any other relief or reliefs to which the petitioner is found entitled in the facts and circumstances of this case.*

*(e) For issuance of a writ in the nature of certiorari for quashing of the notice of appointment of LPG distributor uploaded by the respondent Indian oil Corporation Ltd whereby the selection of one Anju Devi wife of Pawan Jha pursuant to fresh draw held on 30.08.2018 has been notified on the website after cancellation of the selection of the petitioner which is under challenge in the writ application;*

*f) For issuance of a writ in the nature of certiorari for quashing of the fresh advertisement issued by the respondent*



*Indian oil Corporation Ltd (annexure 1 of the writ application) insofar as the location of Raepur Buzurg is concerned;"*

4. The brief facts culled out of the writ petition is that the petitioner applied for an LPG distributorship under the "Open(W)" category at Raepur Buzurg District Samastipur, in response to an advertisement dated 17.06.2017 issued by the Indian Oil Corporation Ltd. (hereinafter called as the IOCL).

5. It is submitted by the petitioner that pursuant to the aforesaid advertisement, a draw of lots was conducted on 29.01.2018 for the advertised location, in which she was declared successful.

6. It is submitted that as per the terms of the advertisement, the petitioner was required to offer land for both the showroom/office and the godown for the purpose of LPG distributorship. The petitioner offered her own land, over which she has title and possession, for the godown. It is further submitted that for the purpose of the



showroom, the petitioner offered land that had been leased in favour of her husband through a registered lease deed dated 12.07.2017, which was duly registered on 17.07.2017.

7. It is stated that the main features of the said lease deed are that the lease was for a period of 15 years from the date of execution, the lessee was the husband of the petitioner, the lease deed contained a sub-lease clause, allowing the lessee to sub-lease the property, and the lease included a cancellation clause, wherein the lease would automatically stand cancelled in case the LPG distributorship was not awarded to the lessee.

8. It is further submitted that subsequently, IOCL requested the Circle Officer, Morwa, to provide a *Naziri Naksha* of the land offered by the petitioner for showroom construction. The same was submitted by the petitioner to IOCL on 11.04.2018.

9. Thereafter, IOCL issued a letter dated 18.06.2018 calling upon the petitioner to submit alternate land within two days, stating that the



land offered by the petitioner for construction of showroom at the advertised location was not found suitable. The petitioner claims no field verification of the credentials and land offered by him was conducted at that stage.

10. It is the contention of the petitioner that eventually, field verification was conducted, and the petitioner contends that the land was found to be suitable by IOCL officials during physical inspection. However, IOCL issued a rejection letter dated 14.08.2018 (Annexure-8), citing that the lease deed submitted by the petitioner was conditional and unenforceable, as it would stand cancelled if the distributorship was not allotted to the lessee. Furthermore, the lease was not in the petitioner's name but in her husband's name, who had not applied for the distributorship.

11. The Learned counsel for the petitioner contended that the lease deed, though conditional, was complied with all eligibility criteria as per the brochure. It is further contended that the rejection was arbitrary, mala fide, and violation of principles



of natural justice, as no opportunity of hearing was given prior to cancellation and that the same lease was accepted at the time of draw, and her candidature was validly approved for participation.

12. A counter affidavit was filed by the respondents IOCL. The Learned counsel for the respondents submitted that, on perusal of Annexure-8, it appears that after full consideration of the documents, the respondents had rejected the candidature of the petitioner.

13. For better appreciation of the case, the relevant part of the Annexure-8, is reproduced as follows:

*“Please refer your application (IOC02313364718072017) for award of above mentioned LPG Distributorship.*

*We regret to inform you that upon field verification of the information submitted by you in your application mentioned above, the following variance was observed:*

*1. Applicant submitted conditional lease deed for showroom. In page no.5, para no.2 of registered lease deed, if distributorship is not allotted to lessee,*



*lease deed will be automatically cancelled. Since, spouse of applicant did not apply for LPG distributorship; hence lease deed is not enforced. Hence, lease deed for showroom is not accepted. Applicant does not have any own land or in family unit in advertised location for construction of showroom as define in multiple dealership/distributorship norms of eligibility criteria.*

*In view of the above, your candidature is rejected and the amount of Rs. 40,000./- deposited with the Corporation stands forfeited in line with clause No. 11 h & 11 i of the advertisement.”*

14. Further, the Learned counsel for the respondents submitted that the lease deed was conditional and the lease would automatically cancel if the LPG distributorship was not allotted to the lessee, and therefore unenforceable.

15. It is further contended that the lease was not in the name of the applicant i.e. the petitioner but in her husband's name, who was not the applicant, and hence, the land offered could



not be considered “own land” or from the “family unit” as per eligibility norms.

16. It is submitted that the FVC asked multiple times to provide for an alterante land vide emails dated 18.06.2018, 20.06.2018, 07.07.2018, and 09.07.2018 which was not complied by the petitioner. It is further submitted that the forfeiture of ₹40,000/- was justified in terms of Clause 11(h) & 11(i) of the brochure.

17. It is further argued that the petitioner had given an undertaking affidavit declaring that any incorrect or misleading information would render her ineligible for LPG distributorship. Therefore, the decision to reject the candidature was taken in adherence to established policy and guidelines, and there was no arbitrariness and that the writ-petition is misconceived and is fit to be dismissed.

18. Further, the Learned counsel for the respondents submitted that the issue involved in the present case, i.e., the non-compliance by the applicants with the terms and conditions of the



advertisement, the brochure, and the requirement of documents as per the settled guidelines, has already been set at rest by a catena of decisions rendered by this Court. It was contended that, in view of such non-compliance, the candidature of the petitioner has been cancelled.

19. 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)**, and **(2) order passed in LPA No. 925 of 2012 (Mukesh Pandey Vs. The Hindustan Petroleum Corporation & Ors.)**.

20. 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."*

21. Heard the Learned counsel for the petitioner as well as the Learned counsel for the respondents.

22. 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 LPG distributorship based on the selection criteria



stipulated in the Unified Guidelines for Selection of LPG Distributors - June 2017, which was rightly rejected by the respondents.

23. 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.

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

25. In result, Writ petition is dismissed.

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

**(G. Anupama Chakravarthy, J)**

Spd/-

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| AFR/NAFR          | NAFR       |
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