

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.14089 of 2018

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K M Saba Firdaus @ Saba Firdaus W/o Shohaib Ahmad Ansari, Vill and Post-Bansbari, P.S. and District-Araria.

... .. Petitioner/s

Versus

1. The Indian Oil Corporation Limited through its Chairman, 3079/3, J.B. Tito Marg, Sadiq Nagar, New Delhi
2. The General Manager LPG Sales, IOCL, Patna.
3. The Chief Regional Manager, IOCL, Regional Office, Begusarai.
4. The Assistant Manager LPG Sales, Begusarai.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Manager Sah, Advocate
For the Respondent/s	:	Mr. Ankit Katriar, Advocate

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CORAM: HONOURABLE JUSTICE SMT. G. ANUPAMA CHAKRAVARTHY

ORAL JUDGMENT

Date : 20-06-2025

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

“ (i) To issue a writ for setting aside the order of the Indian Oil Corporation Limited to hold re-draw for the fresh section the LPG Distributor of IOC (Gramin), Bansbari in Aaria district.

(ii) For commanding the respondent to issue LOI to the petitioner.

(iii) Further, restraining the Respondent from holding fresh re-draw which is scheduled to be held on 20-07-2018 at 11.00 hrs. during the pendency of this writ application.



(iv) To grant any other relief (s) for which the petitioner may be found entitled to in the facts and circumstances of the case."

2. The petitioner has further filed I.A. No. 1 of 2020 for further added the following reliefs:

"For setting for setting aside the letter dated 05.07.2018 (Annexure- R/3 of Counter Affidavit) by which the candidature of the petitioner for award of LPG distributorship at Bansbari District Araria under open (W) category has been rejected and the amount of Rupees 40,000/- deposited by the petitioner with the corporation by way of security deposited has been forfeited."

3. At the out set it is relevant to point out that respondents by way of filing affidavit brought to the notice of this Court that in compliance of the status-quo order passed by this Court dated 23.07.2018, further action pertaining to finalizing of the re-draw has been kept on hold till date.



4. In nutshell, the contents are that the petitioner made an application on 14.08.2017 vide application Id. IOC 02313554214082017, pursuant to Advertisement dated 17.06.2017 for appointment of LPG Distributor (Gramin) at Panchayat Level for Bansbari in the district of Araria under open (W) category. The petitioner was allotted LPG dealership by draw of lots conducted on 19.12.2017 and thereafter the requisite deposits and land required for opening the dealership was submitted along with other documents on 26.12.2017 vide Annexure-7.

5. It is submitted that during verification of the land offered by the petitioner, it came to the knowledge of the respondents that the lease of land was by the husband of the petitioner who had taken the land on lease by way of an agreement from one Masud Alam Mohammad and another piece of land from one Dashrath Chaurasia. There was a clause in the lease agreement, that if the LPG distributorship lease is not allotted to the lessee, the lease agreement will automatically be



invalid.

6. It is submitted by the Learned counsel Vide letter dated 15.05.2018, the earlier lease of the husband of the petitioner was declared invalid and another land was asked by the respondents. The petitioner represented vide letter dated 15.07.2018 as contained in Annexure-13 that the said clause could be amended between the lessor and the lessee, which has not been replied nor considered.

7. It is further submitted on behalf of the petitioner that redraw of lots has been done by the authorities of the Corporation, which as per Clause 20 of the Unified Guidelines For Selection of LPG Distributors without rejection of the candidature of the petitioner, the same could not be done.

8. A counter affidavit was filed on behalf of the respondents. It is averred in the counter affidavit that the issuance of LOI is subject to Filed Verification of Credentials (FVC) of the applicant on the basis of the information provided by the applicant, in her application subject to meeting the



corporation's common eligibility criteria as per the terms of the advertisement. Subsequent to selection through the draw, the applicant is expected to produce the documents, in support of his/her claim made in the application to the committee nominated for carrying out the field verification of credentials. Based upon the documents produced during Field Verification, subsequent decision like whether or not to issue LOI is to be taken.

9. It is further averred in the counter affidavit that it was found during Field Verification as follows:

“A. as per registered lease deed vide document no. 7771 dated 17/07/2017, Mr. Dasrath Chourasiya leased the land bearing khata no. 1296, khesra no. 6367, Mouza- Bansbari for Godown to Mr. Shoaib Ahmad Ansari (spouse of applicant). After having perused the lease deed bearing no. 7771 dated. 17.07.2017, it appears that the lease per-se is conditional. In this lease, at para no. 04, page no.3 of lease deed, lease is valid only if the LPG



distributorship is allotted otherwise lease would itself get cancelled. Since Mr. Sohaib Ahmad Ansari (spouse of applicant) did not apply for distributorship, hence lease is itself cancelled i.e. offered plot is not a valid offer.

B. as per registered lease deed vice document no. 7763 dated 17/07/2017, Mr. Dasrath Chourasiya leased the land bearing khata no. 1296, Khesra No. 6367, Mouza- Bansbari for Godown to Mr. Shoaib Ahmad Ansari (spouse of applicant) After having perused the lease deed bearing no. 7771 dated. 17.07.2017, it appears that the Lease per se is conditional. In this lease at para no. 04, page no.3 of lease deed, lease is valid only if the LPG distributorship is allotted otherwise lease is cancelled itself. Since Mr. Sohaib Ahmad Ansari (spouse of applicant) did not apply for distributorship, hence lease is itself cancelled ie offer plot is not a valid offer."

10. It is submitted by the Learned counsel
for the respondents that in line with the guidelines,



the FVC committee asked for an alternate land for godown and showroom vide e-mail dated 15.05.2018 and candidate responded vide mail dated. 17.05.2018 that her husband did not apply for LPG distributorship and also she does not have alternate land for godown and showroom till date. It is further submitted that the applicant had submitted, in the form of a notarized affidavit (V 801868 dated 10.05.2018), that if any deficiencies or discrepancies will be found then she will be fully responsible and Indian Oil Corporation Ltd. would be within its right to withdraw, the letter of Intent/terminate the distributor (if already appointed) and that she would have no claim, whatsoever, against the Corporation for such withdrawl/termination. The offered land is not suitable for construction of showroom for LPG distributorship, and, accordingly, the proposal for cancellation of her candidature was approved on 10/06/2018 and the final outcome of field verification of credential of Mrs KM Saba Firdaus was informed vide letter of ref



BAO/IOC02313554214082017 dated 05.07.2018. It is also contended that the final outcome of field verification of credential of Mrs. KM Saba Firdaus W/o- Shoaib Ahmad Ansari was informed vide letter of ref BAO/IOC02313554214082017 dated 05.07.2018 to the registered address as mentioned in application form. However, the same has been returned with an endorsement "as address could not be traced" to Begusarai Area Office on 19/07/2018.

11. The Learned counsel for the respondents submits that, in the aforementioned facts and circumstances of the case, the writ petition is fit and liable to be dismissed.

12. A reply to the counter affidavit was filed on behalf of the petitioner. It has been stated that the petitioner submitted original documents relating to land where in the lease is in the name of husband of the petitioner and she is covered within the meaning of "Family Unit", hence, lease is in her favour and same can be used as a land for showroom/Godown by the wife(Petitioner). It is



further submitted that the order as contained in Annexure- 10 is not proper in view of the brochure which has been issued by the IOC, in which guidelines for selection of LPG distributor has been given. It is stated that the said guidelines has been annexed as Annexure- P/16 to the supplementary affidavit filed on behalf of the petitioner on 14.02.2022. It is further submitted that in the letter dated 15.05.2018, the petitioner pointed out that her husband has taken the lease on his name for her, So that she can apply for LPG Godown/Showroom. The petitioner only stated that as on the date of letter, she does not have another lease land. The petitioner requested to act upon her lease land as per the definition of family unit, as defined in the guidelines issued by IOC.

13. A supplementary affidavit has been filed on behalf of the petitioner in which, more or less he has reiterated the statements made in the writ petition.

14. Heard the Learned counsel for the parties and perused the records of the case.



15. It is submitted by the Learned counsel for the respondents that the admitted laches on the part of the writ petitioner were acknowledged by herself as per her Application form; she offered unsuitable land, ignoring the instructions mentioned in Advertisement notice issued by the respondent Corporation, whereby the all applicants were specifically advised to go through the Brochure carefully before submitting an Application-form, hence the alleged defect in the Application form with regard to offered land is not fit to be rectified, after the Technical Evaluation team found the land unsuitable during technical evaluation, which was conducted to ascertain the suitability of the land as per prescribed norms, and in accordance with the terms and conditions of the Brochure, i.e, the Dealer Selection Guidelines of the respondent Corporation.

16. The Learned counsel for the respondent Corporation submitted that, in view of the above, no cogent cause of action is available against respondent Corporation nor does the



petitioner possess any legal right to challenge the selection procedure after having participated in the same, hence, the writ petition is fit to be dismissed.

17. It is further contended by the Learned counsel for the Corporation that the writ petitioner also suppressed material facts, by not disclosing that the online complaint dated 16.05.2020 made by her, which was disposed of by the respondent Corporation and the same was communicated vide letter dated 20.05.2020, through registered post, whereby the claim of petitioner was rejected. The said reasoned order has not been challenged in the present writ petition, hence, the petitioner is not entitled for any relief as sought for, in the writ petition, due to suppression of material facts. It is further submitted that the petitioner neither possesses any legal right nor *locus standi* to maintain this writ petition, nor does have any cause of action.

18. The Learned counsel for the Corporation further submitted that the status of



the petitioner is merely that of an unsuccessful applicant, eliminated from the selection procedure for not fulfilling one of the most important norms of selection that of possessing suitable land

19. In support of the case of the respondent Corporation, the Learned counsel has relied on the 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.)**.

20. The Learned counsel for the respondents submitted that the terms and conditions of the advertisement, the Brochure and the requirement of documents as per the settled guidelines were not complied with by the petitioner, hence the dealership could not be awarded to the petitioner. Similar issues have already been settled by the Division Bench of this



Court in **2012 (2) PLJR 783** and **2019(3) PLJR 1042 (supra)**.

21. For better appreciation of the case, the observations made by the Hon'ble Division Bench in **2012 (2) PLJR 783 (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."*

22. Further the Hon'ble Division Bench of this Court in **2019(3) PLJR 1042 (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."

23. 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, which was rejected by the respondents. This Court finds no error or irregularity in the decision of the Corporation which was in strict consonance with the terms and conditions contained in the advertisement.

24. Therefore, the petitioner cannot claim any right for consideration of her application. This Court finds no error or irregularity in the issuance of the letter dated 05.07.2018 (Annexure-R/3 of



the counter affidavit) by which the candidature of the petitioner for the award of LPG distributorship at Bansbari in District Araria under Open (W) category was rejected, nor in the decision of the respondents not to grant the Letter of Intent to the petitioner.

25. In view of the above discussion, this Court is of the considerable view that the Writ petition is liable to be dismissed, as it is devoid of merits.

26. In result, Writ petition is dismissed.

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

(G. Anupama Chakravarthy, J)

Spd/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	26.06.2025
Transmission Date	

