

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.19351 of 2018

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Devashish Kumar Roy Son of Surendra Roy, Resident of Village- Hasanpur
Surat Tara, P.O.P.S.- Patory, District- Samastipur, Pin- 848504.

... .. Petitioner/s

Versus

1. M/s Indian Oil Corporation Limited Throgh Its Chairman and Managing Director having its Registered Office at Indian Oil Bhavan, G-9, Ali Yavar Jung Marg, Bandra (East) Mumbai – 400051.
2. The Executive Director, Indian Oil Corporation Limited, Bihar State Office, 5th Floor Lok Nayak Jai Prakash Bhawan, Dakbunglow Chowk, Patna 800001
3. The General Manager, Indian Oil Corporation Limited, Bihar State Office, 5th Floor Lok Nayak Jai Prakash Bhawan, Dakbunglow Chowk, Patna 800001
4. The Dy. General Manager LPG - Sales, Indian Oil Corporation Limited, 1st Floor, Shahi Bhawan, Exhibition Road, Patna 800001.
5. Chief Area Manager, Indian Oil Corporation Ltd., Begusarai Area Office, Begusarai.
6. Field Verification Committee Member, Indian Oil Corporation Limited, Begusarai Area Office, Begusarai

... .. Respondent/s

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Appearance :

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

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CORAM: HONOURABLE JUSTICE SMT. G. ANUPAMA CHAKRAVARTHY

ORAL JUDGMENT

Date : 18-04-2025

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

“ a. For issuance of a writ preferably in the nature of certiorari for setting aside the Letter dated 12.06.2018 (Annexure-5) whereby and whereunder the respondent No. 6 has declared the registered lease deed bearing No. 3832



dated 13.07.2017 as void by which the petitioner has offered land in support of showroom and has further directed the petitioner to arrange for an alternate suitable piece of land for showroom in the advertised location i.e. Mauza-Bishunpur, Paharpur within seven days as per the provisions stipulated in the brochure failing which it would be treated as having 'No Land' and accordingly appropriate action would be initiated by the respondent Corporation as deemed fit by the Management.

b. For issuance of writ/s preferably in the nature of mandamus commanding the respondent authorities to issue Letter of Intent to the petitioner without any further delay as the petitioner has been declared the selected candidate pursuant to the draw of lots held on 02.02.2018 for award of LPG Distributorship for the location Bishanpur Paharpur, District-Samastipur under Open Category advertised on 17.06.2017 and subsequent to the selection has submitted the entire required documents along with a Demand Draft of Rs. 40,000/- for Field Verification



Credentials which has already been conducted.

c. For issuance of writ/s in the nature of mandamus commanding the respondents to act fairly, reasonably and uniformly and to be objective in its approach by considering the Registered lease deed bearing no. 3832 dated 13.07.2017 submitted in support of land offered for showroom wherein the tenure of the lease deed has been distinctly stated to be for 15 years in Column 3 of the lease deed, but due to a minor human error in column no. 10 of the lease deed the word "का किराया" has been inadvertently left out because of which the meaning in the said column 10 is not in consonance with Column 3 of the said lease deed and above all the same has been supplemented/corrected by the Deed of Correction bearing No. 3126 dated 02.06.2018."

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

2. In nutshell, the contents are that the



petitioner applied online on 16.07.2017 vide application bearing Reference No. IOC02313171816072017, pursuant to Advertisement dated 17-18/06/2017 for appointment of LPG Distributorship at Bishunpur Paharpur District Samastipur, under the open category. Pursuant to the aforesaid advertisement, the draw of lots was conducted for the said location on 02.02.2018, wherein the petitioner was declared the successful candidate. Accordingly, vide letter dated 03.02.2018, respondent No. 5 informed the petitioner about his selection in the draw of lots and requested him to deposit Rs. 40,000/- as applicable in line with the provisions of the Unified Guidelines for Selection of LPG Distributors. Further the petitioner was also requested to submit the required documents as stated in the Letter dated 03.02.2018 for carrying out the Field Verification Credentials.

3. It is submitted by the petitioner that he had submitted all the required documents, including land documents i.e., two registered sale



deeds, in the names of his father and mother respectively for the godown, and a registered lease deed for the showroom—in support of fulfilling the requirements of the Unified Guidelines. Based on the land documents submitted by the petitioner, the respondent Corporation, vide letter dated 17.02.2018, requested the Circle Officer, Patori, to depute a Government Land Surveyor (Amin) for preparation of the Naziri Naksha of the offered land. Simultaneously, a letter dated 17.02.2018 was issued to the petitioner stating that the Field Verification Committee would soon visit for verification of the original documents and that the petitioner should keep the original documents ready and submit photocopies. Accordingly, field verification was conducted on 09.04.2018. After verifying the documents with the originals and finding everything in line with the requirements, the Field Verification Committee submitted its report to the Begusarai, Indane Area Office and informed the petitioner that the Letter of Intent would be issued at the earliest.



4. It is further submitted that the petitioner was called to the Begusarai Indane Area Office on 12.06.2018 along with original documents. Upon verification, he was handed a letter dated 12.06.2018 stating that the land offered for the showroom vide lease deed No. 3832 dated 13.07.2017 was void as Clause 10 mentioned that the lease would commence from the date of LPG supply, which was not in consonance with the Unified Guidelines. The petitioner was asked to arrange an alternate piece of suitable land within 7 days from receipt of the letter, failing which it would be treated as "No Land" and appropriate action would be initiated. It is further submitted that the petitioner responded vide letter dated 16.06.2018, stating that it was not possible to arrange alternate land and that the error in Clause 10 had been corrected vide Deed of Correction No. 3126 dated 02.06.2018, executed with the lessor's consent and submitted prior to issuance of the letter dated 12.06.2018. The correction clarified that the lease was valid from the date of execution



(13.07.2017), while rent would be applicable from the date of appointment of LPG distributorship.

5. It is further stated that on 16.06.2018, in the presence of the Government Amin, the Field Verification Committee again recommended issuance of the Letter of Intent. Subsequently, a e-mail dated 04.07.2018 from the respondent Corporation again asked the petitioner to arrange alternate land for construction of showroom within two days. The petitioner replied via e-mail dated 05.07.2018 reiterating his inability to arrange for an alternate land, and filed a detailed reply dated 09.07.2018 asserting that there was no occasion to arrange for an alternate land as the previously offered land was already as per the guidelines of the Corporation, as per his application dated 16.07.2017 and the registered lease deed No. 3832 dated 13.07.2017.

6. The Learned counsel for the petitioner pointed out that Clause 3 of the lease deed clearly mentions the lease term as 15 years from the date of execution of the said lease deed dated



13.07.2017 till 13.07.2032. The discrepancy in Clause 10 was due to the inadvertent omission of the term “का किराया”, which was rectified way way of Deed of Correction. The corrected clause reads: “यह कि यह लीज अग्रीमेंट का किराया एल० पी० जी० गैस शुरू होने की तिथि से मान्य होगी” instead of the earlier “यह कि यह लीज अग्रीमेंट एल० पी० जी० गैस शुरू होने की तिथि से मान्य होगी”.

Despite submission of the Deed of Correction and compliance with all requirements as per Column ‘w’(b) of the Brochure on Unified Guidelines for selection of LPG distributorship, no Letter of Intent has been issued to the petitioner even after a lapse of over two months, for reasons best known to the respondent authorities.

7. The Learned counsel for the petitioner submitted that, despite the petitioner fulfilling all eligibility criteria and having submitted a registered Deed of Correction to rectify a minor typographical error in the previously executed lease deed, he apprehends that the respondent authorities may mechanically cancel his



candidature and proceed with a re-draw for the said location.

8. It was submitted that the registered lease deed No. 3832 dated 13.07.2017, submitted for the showroom, clearly mentions in Clause 3, a lease period of 15 years from the date of execution till 13.07.2032. Although this alone satisfied the requirements, the petitioner nonetheless executed a Deed of Correction to rectify the inadvertent omission of the words “का किराया” in Clause 10, which created a discrepancy with Clause 3. of the lease deed.

9. The Learned counsel further submitted that there was no error in any other detail of the lease deed, including the particulars of the land or the lessor/lessee, and thus the deed should have been accepted by the respondent authorities. However, the issuance of the letter dated 12.06.2018 rejecting the land was arbitrary and mechanical. It is important to note that the Deed of Correction merely rectified a typographical error and did not introduce any new terms.



10. The Learned counsel emphasized that the lease deed fulfills the Unified Guidelines, which require a 15-year registered lease commencing anytime between the date of advertisement and the last date for submission of the application. The lease was executed within this period, and the correction was duly submitted prior to the issuance of the impugned letter.

11. It is further submitted by the Learned counsel for the petitioner that the action of the respondent authorities in issuing the letter dated 12.06.2018 and subsequently remaining silent on the issuance of the Letter of Intent, despite full compliance by the petitioner, has caused undue hardship and is depriving the petitioner of a source of livelihood.

12. The Learned counsel submitted that the delay in issuing the Letter of Intent, even after a favorable Field Verification Report, is a glaring instance of colourable exercise of power. It is reiterated that the petitioner apprehends cancellation of his candidature in a mechanical



manner and the issuance of a notification for re-draw for the said location.

13. A counter affidavit has been filed on behalf of the respondent Indian Oil Corporation Limited. It is averred therein that an advertisement was published on 17/18.06.2017 under the Marketing Plan 2017-18 for appointment of a Gramin Vitrak at Location-Bishunpur Paharpur, District-Samastipur, under the Open Category, among other locations. The online draw for the said location was conducted on 02.02.2018 at the District Magistrate Office, Samastipur, wherein the petitioner was declared as the selected candidate. It is further averred that issuance of the Letter of Intent is subject to Field Verification of Credentials based on information provided in the application and subject to fulfillment of eligibility criteria as per the advertisement / the brochure. As per the terms of the brochure, selected candidates must submit the relevant documents, including self attested copies of lease/sale deed for the land offered for showroom and godown along with other



documents. Accordingly, the petitioner was informed about his selection and was asked to submit these documents within 7 days, failing which his candidature would be liable to be rejected. Following selection, the petitioner submitted the documents for Field Verification of Credentials. The final decision on issuance of Letter of Intent depends on the outcome of Field Verification of Credentials and verification of submitted documents.

14. It is averred in the counter affidavit that during the Field Verification of Credentials, it was found that as per registered lease deed No. 3832 dated 13.07.2017, the petitioner's lease for showroom land stated in Clause 10 that "this lease deed will come into force from the date of commencement of LPG gas." The terms of selection guidelines require a lease valid for a minimum period of 15 years commencing on any date from the date of advertisement up to the submission of application i.e., from 17/18.06.2017 and 14.08.2017. Since the lease was conditional



and did not commence within the required period, it was deemed non-compliant, and the petitioner was asked to arrange alternate land. Thereafter, a letter dated 12.06.2018 and an email dated 04.07.2018 were issued to the petitioner duly pointing out the irregularity. The petitioner represented and admitted the errors but instead of providing suitable alternate land, the petitioner submitted a 'Deed of Correction' dated 02.06.2018, stating the lease shall be effective since the date of execution of the original lease deed i.e., 13.07.2017 for 15 years, but rent for the land would be payable from the date of allotment of LPG distributorship. This attempted correction was made after the last date of application submission.

15. It is contended in the counter affidavit that the correction deed dated 02.06.2018 is post-application deadline and thus does not cure the original defect. The modification / rectification mentioned in the deed dated 2.6.2018 is sham transaction and has no sanctity, it cannot create



any right retroactively starting from 13.07.2017 and is merely an attempt to overcome disqualification. It fails to meet the selection criteria and is not acceptable under the guidelines. It is also averred that the petitioner, vide letter and email dated 05.07.2018,(Annexure R/1-1 Series) admitted he had no alternative land at the said location either in his name or under his family unit.

16. The Learned counsel for the respondents submitted that Clause 10 of the original lease deed caused ambiguity regarding the lease's commencement, which affected its validity. As per clarification from Head Office (LPG-S) dated 19.07.2018, such conditional leases are not acceptable for showroom construction under selection guidelines. In application of the petitioner (Annexure P-1) and affidavit dated 15.07.2017 (Annexure R/1-2), the petitioner admitted that false or incorrect submissions would lead to cancellation of candidature and no claim could be made against the Corporation. The submitted lease deed does not meet eligibility



requirements, rendering the land unsuitable for showroom purposes. Accordingly, the petitioner's candidature was rejected upon approval from the competent authority.

17. It is further submitted by the Learned counsel for the respondents that the petitioner was asked to provide alternate land for showroom which fulfills the criteria of ownership/lease within the family unit and a 15-year lease period commencing on 17/18.06.2017 till 14.08.2017. However, he failed to do so. Therefore, rejection of his candidature was necessary and justified. In such circumstances, issuance of Letter of Intent does not arise and the writ petition is, thus, devoid of merit and liable to be dismissed.

18. The petitioner has filed rejoinder to the counter affidavit in which he reiterated his stand as mentioned in the writ petition and justified his stand.

19. Heard the Learned counsel for the petitioner as well as the Learned counsel for the



respondents.

20. In paragraph 11 of the counter affidavit, the respondents submitted as follows:

"11. That during Field verification it was found that as per registered lease deed vide document no. 3832 dated 13/07/2017, Mr. Madan Ray leased the land bearing khata no. 122,37(O), Khesra No. 439,440(0),111(N), Mouza- Bishanpur Pharpur for Showroom to Mr. Devashish Kumar Roy. After having perused the lease deed bearing no. 3832 dated. 13.07.2017, it appears that the lease per se is conditional. In this lease at clause no.10 of lease deed, it is mentioned that 'this lease deed will come into force from the date of commencement of LPG gas'. As per the terms of selection guidelines the lease must be valid for a minimum period of 15 years commencing on any day from the date of the advertisement upto the last date of submission of application i.e. from 17-18/6/17/to 14/8/17. Since the lease deed vide which the land for showroom was taken by the applicant and offered in the application clearly



mentions in Clause 10 of the said deed that the lease will only be valid from the date of the commencement of the LPG gas, hence it is absolutely clear that the said lease deed did not full filled the minimum lease period of 15 years which needs to commence on any day from the date of the advertisement upto the last date of submission of application i.e. from 17-18/6/17/to 14/8/17. The lease deed makes it clear that the lease agreement did not come into force from any day between the date of advertisement and the last date of submission of application, it was in violation of the terms of selection and the petitioner was asked for an alternative land fulfilling the terms of the selection guidelines as aforementioned in para 10."

21. Upon perusal of the relevant guidelines, it appears that a valid lease deed was required for a minimum duration of 15 years, commencing at any time between 17.06.2017 and 14.08.2017. However, the lease deed submitted by the petitioner was conditional in nature and did not



commence within the prescribed period. Consequently, it was deemed non-compliant, and the petitioner was directed to arrange for alternate land. Subsequently, a letter dated 12.06.2018 and an email dated 04.07.2018 were issued to the petitioner, highlighting the irregularity. Instead of submitting suitable alternate land, the petitioner submitted a Deed of Correction dated 02.06.2018, stating that the lease would be effective from 13.07.2017 for a period of 15 years, though the rent would commence from the date of allotment. This Deed of Correction, however, was executed after the last date of submission of the application and, therefore, does not cure the original defect. It cannot retroactively validate the lease from 13.07.2017. The Court is of the considered view that this was merely an attempt to overcome the disqualification and fails to meet the eligibility criteria as per the applicable guidelines.

22. It is also noted that, vide letter and email dated 05.07.2018 (Annexure R/1-1 Series), the petitioner admitted that no alternate land was



available in his name or in the name of any member of his family at the said location. According to the counter affidavit filed by the respondents, the land offered by the petitioner did not fulfill the eligibility requirements for the construction of an LPG showroom, as laid down in the relevant guidelines and brochure. Furthermore, Clause 10 of the registered lease deed No. 3832 dated 13.07.2017 affects the validity period of the lease and creates a contradiction. In view of the clarification received from the Head Office (LPG-S) vide email dated 19.07.2018, the land offered by the petitioner was found unsuitable for the construction of the showroom.

23. Therefore, the petitioner cannot claim any right to consideration of his application. The Court finds no error or irregularity in the issuance of the letter dated 12.06.2018 (Annexure-5) or in the decision of the respondents not to grant the Letter of Intent to the petitioner.

24. Taking into account the fact that the petitioner failed to provide alternate land meeting



all eligibility criteria within the stipulated time, this Court concludes that the action of the respondents was in accordance with law.

25. Accordingly, this Writ petition is dismissed, as it is devoid of merit.

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

(G. Anupama Chakravarthy, J)

Spd/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	05.05.2025
Transmission Date	

