



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

933 WRIT PETITION NO. 7528 OF 2025

KUSUM SUNIL BAJAJ

VERSUS

THE UNION OF INDIA THROUGH ITS SECRETARY AND OTHERS

...

Mr. S.S. Thombre – Advocate for Petitioner

Ms. Sudha S. Chintamani – Advocate for Respondent No.1

Mr. A.P. Bhandari – Advocate for Respondent Nos.2 and 3

...

**CORAM : MANISH PITALE &
 Y. G. KHOBRAGADE, JJ.**

DATE : 12.08.2025

PER COURT :

1. Heard learned Counsel for the petitioner as well as learned Counsel appearing for the respondents, particularly contesting respondent Nos.2 to 4.

2. The grievance of the petitioner is that the location at which respondent No.4 was granted permission to open a Retail Outlet dealership of respondent No.2 – Bharat Petroleum Corporation Ltd. (*for short, 'B.P.C.L.'*), the said respondent could not obtain necessary No Objection Certificate (N.O.C.) and thereupon an alternate site was identified wherein respondent No.4 has been permitted to open R.O. dealership. The grievance of the petitioner is that, by undertaking the said action, the respondent Nos.2 and 3 have not only violated the

applicable norms and guidelines, but the location of alternate land granted to respondent No.4 violates the rights of the petitioner.

3. In that light the learned Counsel for the petitioner referred to the documents on record and submitted that the alternate land allowed to be used for R.O. dealership by respondent No.4 could not have been granted by respondent Nos.2 to 3 and that such change of location not only violated the terms of the advertisement but, also the relevant norms and guidelines.

4. On the other hand, the learned Counsel appearing for respondent Nos.2 and 3 i.e. B.P.C.L. submitted that if the guidelines for the resitement of retail outlet dealership annexed at Exhibit R-2 to the reply affidavit are perused, it becomes clear that the said respondent acted well within the framework of the guidelines. It is further submitted that the relevant clause i.e. clause - 2.3 specifically provides for a situation faced by respondent No.4 in this petition and that the relocation or resitement has been correctly permitted by respondent Nos. 2 and 3.

5. Learned Counsel for respondent No. 4 supported the contentions raised on behalf of respondent Nos.2 and 3.

6. The most crucial aspect in the present petition, in the light of rival submissions, is the interpretation of the relevant clauses in the guidelines on resitement of rural dealership, placed on record at Exhibit R-2. During

the course of arguments, the learned Counsel for the petitioner relied upon clause 2.1 of the said guidelines while learned Counsel for respondent Nos.2 and 3 relied upon clause 2.3 thereof.

7. Considering the admitted position on facts, we find that clause 2.3 of guidelines indeed applies to the present petition. The said clause reads as follows :

2.3. Resitement in case of rejection of NOC by statutory authority:

There may be cases where though the site offered by the applicant was found to be technically and commercially suitable but NOC not being granted by NHAI / District Authorities / Environmental Authorities etc., due to unforeseen circumstances for which dealer select cannot be held responsible. In such cases LOI holder may be allowed six months' time by the Corporation to make available an alternate land in the advertised stretch / location where RO was intended to be set up.

In case the LOI holder(s) could not offer any other suitable land within the advertised stretch, in view of non-availability of the same within the advertised stretch, the concerned LOI holder may be allowed to offer suitable alternate land within the same District in the same class of market.

In such cases, the Corporation should receive a certificate of rejection of application for NOC from District / NHAI authority citing reasons for rejection as mentioned below.

The reasons for such rejection are:-

- i) Land acquisition within the advertised location/stretch by local Govt. / NHAI / PWD.
- ii) Proposed development plan by the local government authority/NHAI within the advertised location/stretch.
- iii) Non availability of statutory approvals for alternate land within the advertised location/stretch due to restrictions imposed by Statutory authorities/ local Govt. bodies.

Further, the concerned LOI holder should also submit a certificate from the Revenue department from an authority not below the level of District Magistrate / Commissioner of Police, stating that there is no other suitable site available within the advertised location/stretch for setting up of Retail Outlet.

The offered alternate land should meet techno commercial viability.

The concerned LOI holder should offer the alternate land within a period of six months from the date of the offer letter by the Corporation.

The LOI holders are expected to make any investment in the offered land only after obtaining written approval / consent of the Corporation.

However, in specific cases if the concerned LOI holder is not able to offer suitable alternate land within the same District in the same class of market, in that case the LOI holder may be allowed to offer land in adjoining district(s) / State in the same class of market. This would be allowed subjected to the concerned LOI holder submitting a certificate from the concerned District Authority at a level not below that of District Magistrate stating that there is no other suitable site available within the same district in the same class of market.

8. We are of the opinion that in the present case the respondent No.4 indeed had a letter of intent (LOI) offered by respondent No.2, since he could not offer the suitable alternate land within the entire stretch due to non availability, he could certainly have offered alternate land for R.O. dealership within the same district and same class of market. The original location was on a National Highway and there is no dispute that the present location where the respondent No.4 is opening the R.O. dealership is also on the National Highway, thereby indicating that it continues to be in the same class of market. There is also no dispute that

the alternate land so identified for respondent No.4 is also within the same district. Thus, respondent No.4 could certainly open the R.O. dealership on the said alternate land, being within the same district and the same class of market.

9. It is not as if respondent No.4 has utilised an alternate land that violates any of the other guidelines in terms of distance between two such R.O. dealerships. In fact, it was brought to our notice that the location of respondent No.4 is around three (3) kilometers from that of the proposed location of the petitioner. Therefore, we find that the petitioner cannot make any grievance about the change of location of the R.O. dealership of respondent No.4 to her detriment.

10. So long as respondent Nos.2 and 3 have followed the guidelines on resitement of retail outlet dealerships, particularly clause 2.3 thereof in an appropriate manner, the petitioner cannot be heard to raise any grievance in the matter.

11. In view of the above, the Writ Petition is dismissed.

12. Pending Civil Applications, if any, also stand disposed of.

(Y. G. KHOBRAGADE, J.)

(MANISH PITALE, J.)