



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH AT NAGPUR

WRIT PETITION NO.5256/2022

Sudhanshu s/o Madhukar Pendor

...Versus...

Indian Oil Corporation Limited, through its Divisional LPG Head, Nagpur

Office Notes, Office Memoranda of Coram,
appearances, Court's orders or directions
and Registrar's orders

Court's or Judge's orders

Mr. N.L. Jaiswal, Advocate for petitioner
Mr. A.V. Khare, Advocate for respondent

**CORAM : AVINASH G. GHAROTE AND
ABHAY J. MANTRI, JJ.**

DATE : 18/02/2025

1. Heard Mr. Jaiswal, learned Counsel for the petitioner. The petition questions the rejection of the candidature of the petitioner for LPG showroom, which is communicated to the petitioner by the impugned communication, dated 26/04/2022 (pg.107).

2. Mr. Jaiswal, learned Counsel for the petitioner by assailing the same, submits that even prior to the rejection by the communication dated 26/04/2022, the petitioner by the communication dated 29/03/2022 (pg.120) had offered to correct dimensions of the land, which was held by him and offered for the purpose of getting the LPG dealership and therefore, the rejection was not proper.

3. The advertisement inviting applications for LPG distributorship was published on 29/09/2021 (pg.62), which

called for applications, in terms of the guidelines dated 15/01/2021 (pg.12). Clause - 8 (A) (n) (pg.23) delineated that the extent of the land which would minimally available should be of the size of 3 meters by 4.5 meters as on the last date for submission of the application. The petitioner offered a land which was having a dimension of 3.05 meters by 3.66 meters, which upon field verification having been ascertained to be so, the application of the petitioner, came to be rejected by the impugned communication.

4. Though reliance is placed upon Clause-18 (b) (pg.40) of the guidelines to contend, that an opportunity of offering alternate land was available, for which an application was submitted to the respondent on 29/03/2022 (pg.120), however, Mr. Khare, learned Counsel for the respondent rightly points out that such alternate land was to be offered within a period of 15 days from the date of rejection.

5. In the instant matter, the communication dated 29/03/2022 itself recognizes an admission on part of the petitioner that right since the inception, the petitioner was aware of the minimal requirement of the dimensions of the land which was to be offered for the purpose of grant of dealership, and the fact that he did not comply with it, in view of which, any offer for correction of the dimensions, ought to have been accompanied with a correction-deed earlier in point of time. This has not been done as the correction-deed is dated 27/06/2022, which is beyond the period of 15 days from the impugned communication, dated 26/04/2022, rejecting the application of the petitioner. It is also necessary to note that in

the application dated 29/03/2022 (pg.120) itself, the petitioner himself states that there was no alternate land available with the petitioner. Clause-18 (b) of the brochure permits offering of alternate land, which, as indicated above was not available with the petitioner. This, however, did not mean that the dimensions of the lease in respect of the land offered could not have been corrected by the petitioner and had it been so done within the time-frame, as indicated in Clause -18 (b), the same could have been said to have rectified the defect. That, however, has not been done. We, therefore, do not see any reason to interfere in the impugned communication. The writ petition is, therefore, rejected. No order as to costs.

(ABHAY J. MANTRI, J.)

(AVINASH G. GHAROTE, J.)