

102 IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CWP-16309-2024 (O/M)
Date of decision : 02.04.2025

Suman

..... Petitioner

Versus

Hindustan Petroleum Corporation Ltd. and another Respondents

CORAM : HON'BLE MR. JUSTICE HARSH BUNGER

Present :- Mr. J.S. Chahal, Advocate
for the petitioner.

Mr. Ashish Kapoor, Mr. M.S. Rana, Advocates
for respondents.

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HARSH BUNGER, J. (ORAL)

1. Prayer in the instant civil writ petition filed under Articles 226/227 of Constitution of India, inter alia, is for issuance of a writ in the nature of certiorari for quashing of letter dated 25.06.2024 (Annexure P-17), whereby the Letter of Intent (LOI) dated 19.01.2024 (Annexure P-3) for opening a rural retail outlet of Hindustan Petroleum Corporation Limited (in short 'respondent No. 2-Corporation') at location within two kilometer Rajkiya Kanya Varishtha Madhyamik Vidyalaya, Jhojhukalan towards Adampur Dadhi on Jhohju Kalan – Adampur Dadhi Road, District Charkhi Dadri, State of Haryana under General Open Category, has been cancelled.

2. Briefly, respondent No. 2-Corporation issued advertisement for award of retail outlet dealership of petrol pump under open category

in rural area at location within two kilometer Rajkiya Kanya Varishtha Madhyamik Vidyalaya, Jhojhukalan towards Adampur Dadhi on Jhohju Kalan – Adampur Dadhi Road, District Charkhi Dadri, State of Haryana. The eligibility criteria was provided in Clause IV of the brochure, which has been reproduced by the petitioner in para-3 of the writ petition, however, for the purposes of the present case, the requirement as regards the land, was prescribed as under :-

“(v) Land (Applicable to all categories) :

The applicants would be classified into three groups as mentioned below based on the land offered or land not offered by them in the application form :-

Group 1 : Applicants having suitable piece of land in the advertised location/area either by way of ownership/long term lease for a period of minimum 19 years 11 months or as advertised by the OMC.

Group 2 : Applicants having Firm Offer for a suitable piece of land for purchase or long term lease for a period of minimum 19 years 11 months or as advertised by the OMC.

Group 3 : Applicants who have not offered land in the application. Only applicable for locations advertised under SC/ST Category.

Applications under Group 3 would be processed/advised to offer land only in case no eligible applicant is found or no applicant get selected under Group 1 and 2.

In case land offered by all the applicants under Group-1 and Group-2 is found not suitable/not meeting requirements, then these applicant/s under Group-1 and Group-2 alongwith applicants under Group-3 (who did not offer land alongwith application) would be advertised by the OMCs to provide suitable land in the advertised location/stretch, within a period of 90 days from the date of

issuance of intimation letter to them through SMS/e-mail. In case the applicant fails to provide suitable land within the prescribed period, or the land provided is found not meeting the laid down criteria, the application would be rejected.

The other conditions with respect to offering of land are as under :-

- i) The land should be available with the applicant as on the date of application and should have minimum lease of 19 years and 11 months (as advertised by respective oil company) from the date or after the date of advertisement but not later than the date of application. If the offered land is Long-term lease and there are multiple owners, then lease deed should be executed by all co-owners; such lease deed shall be treated as invalid.*
- ii) If the offered land is on long term lease, then the Lease agreement should have a provision to sub-lease the offered land wherever the location are advertised under Corpus Fund Scheme (CFS) and other Corporation Owned Sites ("A"/"CC" sites).*

In case it is observed that the lease agreement for the land offered by the provisionally selected candidate does not have a provision to sub-lease in such cases the provisionally selected candidate would be provided 21 days' time from the date of initiation through SMS/e-mail to make suitable amendment/ addendum to the lease agreement and submit the same to the concerned OMC."

2.1 It appears that petitioner offered land, which was stated to be taken by her on lease, vide registered lease deed dated 09.11.2021, in respect of land comprised in Khewat No. 739, Killa No. 89//12/1 (1-17), 19 (7-8). The said land was owned by two

co-sharers, namely, Shri Narender son of Shri Mangeram and Shri Bhupendra son of Shri Mangeram. Subsequently, the petitioner got executed another lease deed dated 28.12.2021 in respect of same land.

2.2 It transpires that the aforesaid piece of land was also offered by another applicant (Bhupendra).

2.3 Apparently, a show cause notice dated 07.06.2024 (Annexure P-6) was issued to the petitioner, the relevant extract of which reads as under :-

“Following allegations have been made against your candidature:

*1. Issue 1: **That you have offered same piece of land offered by another applicant.** Please note that as per Selection same piece of land cannot be offered by more than one applicant for a particular RO location against an advertisement.*

It is observed that one Applicant Shri Bhupendra Kumar has also applied for the same location i.e., WITHIN 2 KM FROM RAJKIYA KANYA VARISHTHA MADHYAMIK VIDYALAYA, JHOJHU KALAN TOWARDS ADAMPUR DADHI ON JHOJHU KALAN – ADAMPUR DADHI ROAD, DISTRICT CHARKHI DADRI, STATE HARYANA and has offered Khatouni Number 835 in the application form.

In this regard, we refer relevant point of Dealer Selection Guidelines i.e. Clause 4 (iv) under Note 1 at point C pertaining to Eligibility criteria for individual applicants is reproduced below :

Quote

c. The same piece of land cannot be offered by more than one applicant for a particular RO location against an advertisement. In case more than one application is received offering the same piece of land all such applications would be rejected and allotment, if made, would be liable for cancellation. This aspect shall be verified only upon receipt of written information by the OMC. However, if plots having same land details (Khasra / Gatta / Khatauni / Survey / Plot Dag/Gut No. etc.) are offered by different applicants, such cases will not be liable for rejection provided there is no overlap of any kind and there is clear demarcation of land offered by them.

Unquote

In the light of above facts and since in your application, you have also offered land comprising in Khatouni Number 835, hence, please inform, if the Land provided by you overlaps with the land offered by Shri Bhupendra Singh.

2. Issue 2 : That after Lease deed no. 10030 dt. 09.11.2021 you have made a subsequent lease deed no. 11609 dt. 28.12.2021 and suppressed this fact from the Corporation and further that Lease deed no. 11609 dt. 28.12.2021 has not been signed by all co-owners :

You have registered Lease Deed No. 10030 dated 09.11.2021 which you have provided to us for evaluation process. It has come to our notice, that you have also registered Lease

Deed No. 11609 dated 28.12.2021 which you have not produced to HPCL in any stage of the Dealer Selection Process. It is also alleged that the lease deed no. 11609 dt. 28.12.2021 has not been executed by all co-owners. Further it is noticed that said lease deed no. 11609 dt. 28.12.2021 has been executed prior to date of application 14.09.2023, however, neither the said lease deed nor the relevant mutation entry No. 6101 has been provided to the Corporation. Copy of lease deed no. 11609 dt. 28.12.2021 and mutation no. 6101 are collectively enclosed as Annexure-3.

Please explain why these facts were not brought to notice of corporation.

Reference is also made for following applicable provisions of Dealer Selection guidelines and Application Form :

- a. Clause 22 i.e. False information under Dealer Selection Guidelines provides that “if any statement made in the application or in the documents uploaded/submitted or subsequently uploaded/submitted in pursuance of the application by the candidate at any stage is found to have been suppressed/misrepresented/incorrect or false, then the application is liable to be rejected without assigning any reason and in case, the applicant has been appointed as a dealer, the dealership is liable to be terminated. In such cases the candidate/dealer shall have no claim whatsoever against the respective Oil Company”*
- b. Relevant points from application form is produced below:*

Point 15.a of the application form dt. 14.09.2023, wherein it is recorded that on verification by the Oil Company Hindustan Petroleum Corporation Ltd. if it is found that the information given by you is incorrect/false/misrepresented then your candidature will stand cancelled and you will be declared ineligible for the Retail Outlet Dealership. Further you have given following declaration in application form :

Quote

Declaration

I, SUMAN wife of Shri BHUPENDR SINGH hereby confirm that the information given above is true and correct. Any wrong information/misrepresentation/suppression of facts will make me ineligible for this RO dealership. That if any information/declaration given by me in my application or in any document submitted by me in support of application for the award of the RO dealership shall be found to be untrue or incorrect or false, the Hindustan Petroleum Corporation Ltd. would be within its rights to withdraw the letter of intent/terminate the dealership (if already appointed) and that I would have no claim, whatsoever, against the Corporation for such withdrawal/termination.

Unquote”

2.4 The petitioner is stated to have submitted the reply dated 11.06.2024 to the aforesaid show cause notice.

2.5 Considering the totality of circumstances, the concerned authority, after affording personal hearing, withdrew the letter of intent (LOI), issued to the petitioner, vide impugned letter dated 25.06.2024 (Annexure P-17).

3. In the aforementioned circumstances, the petitioner has filed the instant civil writ petition before this Court, for the relief(s), as noticed hereinabove.

4. Heard.

5. In the present case, the letter of intent (LOI), issued to the petitioner, has been withdrawn, vide aforesaid impugned letter dated 25.06.2024 (Annexure P-17), the relevant extracts of which read as under :-

“It is evident that you i.e. Ms. Suman have registered Lease Deed No. 10030 dated 09.11.2021 and provided only this lease to HPCL for evaluation process. It is an admitted fact that you have also registered Lease Deed No. 11609 dated 28.12.2021 which was not provided to HPCL at any stage of the Dealer Selection Process. It is pertinent to note that the lease deed no. 11609 dt. 28.12.2021 has not been executed by all co-owners. The said lease deed no. 11609 dt. 28.12.2021 has been executed prior to date of application i.e. 14.09.2023. However, the said lease deed was not provided to the Corporation and this information has been suppressed.

Furthermore, your submission that now landowners have partitioned the land vide Mutation Number 6893 is not acceptable as the mutation no. 6893 is dated 10.06.2024 which is after date of application. Also lease deed No. 11609 dt. 28.12.2021 has been registered after earlier Lease Deed No. 10030 dt. 09.11.2021 and hence it supersedes the Lease Deed No. 10030. It is observed that you have suppressed the fact that there exists another Lease deed no. 11609 dt. 28.12.2021 wherein all the co-owners have not signed it. Thus, upon perusal of the documents and your replies on record, it is observed that you have kept the lease deed

No. 11609 dated 28.12.2021 hidden from corporation, which in itself is an utter violation of terms of the said Dealer Selection Guidelines 2023 and have also violated terms of LOI and Declaration provided in the Application Form of Ms. Suman. Hence, for the aforementioned reasons the reply submitted by you is not satisfactory and is in violation of abovementioned applicable provisions and guidelines.

Action :

In the light of above developments, it is regretfully stated that your conduct is in gross violation of aforementioned clauses namely clause no. 22 of Selection Guidelines, Point No. 15.a of application form read with clause 19 (c) of LOI and Declaration in the Application Form. Accordingly, we hereby withdraw the LOI REF:HRRO:SK:AG/5952023 dt. 19.01.2024 Issued to you with immediate effect.

Upon withdrawal of the LOI you shall not be entitled to any compensation or claim any loss or damages from the Corporation in respect of goodwill or otherwise. However, please be advised that the said withdrawal of the LOI is without prejudice to the rights of the Corporation against you in respect of any antecedent to this information. The withdrawal order has been passed after obtaining all the necessary approvals and under the authority of the corporation by the undersigned.”

- 5.1 A perusal of the above extracted finding would show that the land, which was offered by the petitioner for setting up of a retail outlet, was taken on lease by the petitioner vide lease deed No. 10030 dated 09.11.2021; however, the petitioner had another registered lease deed No. 11609 dated 28.12.2021 in respect of same land, which was not executed by all the co-owners of the said land.

5.2 Respondent No. 2-Corporation came to the conclusion that the petitioner had suppressed the factum of the lease deed No. 11609 dated 28.12.2021, which was registered after the earlier lease deed No. 10030 dated 09.11.2021 and that the lease deed No. 11609 dated 28.12.2021 was not signed by all the co-sharers. It was concluded that the petitioner had acted in violation of the terms of Dealer Selection Guidelines 2023 and has also violated the terms of letter of intent (LOI) and also the declaration provided by the petitioner alongwith application form.

6. It is not disputed before this Court that one of the conditions for seeking dealership of retail outlet was that all the co-owners should have executed lease deed in favour of applicant. In the instant case, the aforesaid condition was not fulfilled. It is also not disputed that the condition to have all the owners execute the lease deed in favour of the lessee serves a legitimate purpose i.e. to avoid any unwarranted litigation in future and on account of failure of the petitioner to comply with said condition, respondent No. 2-Corporation was justified in withdrawing the letter of intent (LOI).

6.1 Another plea has been raised that the land which was offered by petitioner already stood partitioned vide Mutation No. 6893 dated 10.06.2024; however, there is no substance in the said plea for the simple reason that Mutation No. 6893 is of 10.06.2024, whereas the date of application of petitioner is 14.09.2023. Thus on the date of application, the petitioner did not possess the required eligibility.

7. In view of the above discussion, I find no merit in this petition and the same is accordingly dismissed.

8. Pending application (s), if any, shall also stand closed.

(HARSH BUNGER)
JUDGE

02.04.2025

sjks

Whether speaking/reasoned : Yes / No

Whether reportable : Yes / No