

IN THE HIGH COURT OF JUDICATURE AT PATNA
Letters Patent Appeal No.950 of 2025

In
Civil Writ Jurisdiction Case No.17933 of 2017

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Tarak Chaudhary, son of Late Saryug Chaudhary, resident of Village-
Bhusahi, P.O.- Beladam, P.S.- Baligoan, District- Vaishali.

... .. Appellant/s

Versus

1. Indian Oil Corporation Limited at Maurya Lok Complex, Patna-800001,
through its General Manager.
2. The Chief Divisional Retail Sales Manager, Indian Oil Corporation Limited,
Patna Divisional Office, Patna.
3. The Deputy General Manager Retail Sales, Marketing Division, Indian Oil
Corporation Limited, Patna

... .. Respondent/s

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Appearance :

For the Appellant/s : Mr. Akshansh Shanker, Advocate
For the Respondent/s : Mr. Ankit Katriar, Advocate

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CORAM: HONOURABLE THE CHIEF JUSTICE

and

HONOURABLE MR. JUSTICE HARISH KUMAR

ORAL JUDGMENT

(Per: HONOURABLE THE CHIEF JUSTICE)

Date : 17-02-2026

This Letters Patent Appeal has been filed by the
appellant Tarak Chaudhary challenging the order dated
18.08.2025 passed by the learned Single Judge in C.W.J.C. No.
17933 of 2017, in dismissing the writ petition filed by the
appellant.

2. The writ petition was filed seeking for following
reliefs:

*“(i) Issuance of direction, order or
writ in the nature of Certiorari quashing the letter
dated 16.09.2017 (Annexure-4 to this writ*



application) issued by the respondent no.3, by which the candidature of the petitioner was not found to be eligible for K.S.K. dealership.

(ii) Issuance of direction, order or writ restraining the respondents to allot the K.S.K. dealership on the location for which the petitioner was selected vide letter dated 10.02.2017 (Annexure-3 to this writ application) issued by the respondent no.2 in draw of lots, during the pendency of the present writ application.

(iii) Any other relief/reliefs for which the petitioner may be found to be entitled in the facts and circumstances of the present case.”

3. It is the case of the appellant-writ petitioner that Indian Oil Corporation Limited (hereinafter referred to as ‘the Corporation’) issued an Advertisement in the daily Newspaper on 22.10.2014 for selection of Kishan Seva Kendra (in short ‘K.S.K.’). The appellant on being found eligible applied for the dealership under S.C. Category and submitted all the required documents. After submission of such application form, the Land Evaluation Committee of the Corporation inspected the offered land and also perused the documents pertaining to the lease deed and other supporting documents and found the petitioner eligible for K.S.K. dealership. In the light of the inspection conducted, the Corporation vide letter dated 19.01.2017



informed the appellant that he had been qualified for draw of lots for selection of the K.S.K. dealership and requested him to remain present personally in the office of the Corporation on 10.02.2017. The petitioner accordingly ensured his presence at the venue and in the draw of lots for selection of the R.O. dealership, the petitioner was selected for the location on which he applied. However, subsequently vide letter dated 16.09.2017, the petitioner was informed that his candidature was found to be ineligible for K.S.K. dealership on the ground that there is no sub-lease clause in the Lease Agreement for the offered plot. The petitioner submitted his representation before the Corporation stating therein that the word 'सब लीज' has been written as 'शयलीज' and there is a provision for rectification of the documents and, therefore, he may be permitted to rectify the same. However, the representation of the petitioner came to be rejected. According to the writ petitioner-appellant, the rejection of the representation suffers from non-application of mind, besides the Corporation with an ulterior motive has decided not to grant license to the petitioner and, therefore, the action is illegal, arbitrary and malafide.

4. On being noticed, counter affidavit was filed on behalf of the Corporation, who were respondents no. 1 to 3 in



the writ petition stating as follows:

“8. That the Brochure contained terms of selection which included a condition that for location applicant had to offer land on ownership or long terms lease and in case of location reserved for SC category the applicant in case of own land was required to offer the land to the IOCL on lease or in case of land being on lease, the applicant had to have a provision for sub lease by the applicant to the Oil Company. Any eligibility was to be attained on or prior to the date of submission of Application and on the basis of offer of land, the applicants were to be categorised Group 1 or 2.

9. That the petitioner also applied for the dealership at the subject location and offered a land plot taken on lease vide lease deed dated 17.11.2014.

10. That it is stated that admittedly among several applicants, the draw was held on 10.02.2017 and the petitioner was selected subject to verification of information and credentials furnished at the time of application as is evident from Annexure 3 to the writ petition.

11. That after selection, the information, documents etc. were examined carefully and verified and then it was found that the Lease deed dated 17.11.2014 had no sub lease clause which was in violation of the terms of the selection as provided in the Brochure. Hence the candidature of the petitioner was



cancelled and the petitioner was accordingly informed vide letter dated 16.9.2017. The petitioner was advised that if he so desires, he may file a representation within 10 days.

12. That admittedly the petitioner filed a representation contained in Annexure 5 to the writ petition. The petitioner raised that the Lease Deed dated 17.11.14 had a sub lease clause but inadvertently the word sub-lease was written 'Shaya-lease'. He further mentioned that in the application he had written 'yes' in response to query in the application about his willingness to transfer the land to the Oil Company on sale/long. He also relied the Clause 14 H and said that he was ready to rectify the deed.

13. That the representation was duly considered by the competent authority and then the answering respondent arrived at conclusion that the cancellation of petitioner's candidature was correct and hence intimated the petitioner that the cancellation of petitioner's candidature was in line with the prevailing dealership selection guidelines.

14. That it is stated that the Oil Corporation spends a huge amount of money on establishment of Retail Outlet under SC category. Hence there is requirement of a sub lease clause in the lease deed. Mere expression in the application that the applicant is ready to transfer the land to the company does not fulfill the requirement of express sublease clause in the



lease deed when it is a term of eligibility. Further, from plain reading of the lease deed it is clear that there is no sub lease clause and the word shaya-lease does not mean in any way in the context of the recitals of the deed to be sub lease. Any rectification /modification in the lease deed shall be effective from the date of rectification whereas the applicant has to be eligible in all respect on the date of submission of application and eligibility attained after submission of application is not to be considered.”

5. The petitioner filed a rejoinder affidavit to such counter affidavit wherein it is stated as follows:

9. That from perusal of the reply of the respondent corporation it appears that the contention of the petitioner has been turned down without any cogent reason as to why the grievances as stated in the representation dated 25.09.2017 with respect to consideration of his candidature as he was ready to submit rectified lease deed as per the requirement not considered. Further also the clause 4(vi) b of the applicable guidelines only states that if the offered land is on long term lease, then the agreement should have a provision to sub-lease the land wherever the locations are advertised under Corpus Fund Scheme (CFS), other Corporation Owned sites (“A”/ “CC” sites) and company lease sites. It does not say that the rectified lease deed will not be accepted if any mistake has been made in



incorporating the sub-lease clause. Therefore, the non-consideration of the representation of the petitioner for consideration of his candidature was wholly illegal, arbitrary and without application of mind.

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11. That it is reiterated that once the petitioner has stated "Yes" in the application about his willingness of the transfer the land to the Oil Company on sale /long term lease then if there was any mistake in the lease deed ascertaining the sub-lease clause then as per clause 14 H viii of the applicable brochure he should have been permitted to submit a rectified lease deed with the sub-lease clause contained therein.

12. That it is relevant to state that the petitioner has taken the land on lease only with a purpose to be selected as a dealer of the respondent corporation in response to the advertisement made by the corporation and thus, he has accordingly spent huge amount of money on taking the land on registered lease. Further, there was no occasion at all, for the petitioner to leave out the sub lease clause from the lease deed. However, due to inadvertence by the deed writer, Shaya lease had been typed instead of sub-lease and also because of no prescribed format given by the corporation for the lease deed containing the sub lease clause, this mistake had occurred which is a rectifiable deficiency and presently also in all the dealer selection the absence of sub-lease



clause has been classified as rectifiable deficiency and 21 days' time is granted to rectify the lease deed by incorporating the sub lease clause.

13. That in view of the above facts, the petitioner should not be discriminated and given an opportunity to rectify the mistake in the lease deed which is a rectifiable deficiency and accordingly after submitting the same rectified lease deed within time be declared the selected candidate and issued LOI accordingly.”

6. The learned Single Judge after hearing the parties and going through the pleadings has been pleased to hold as follows:

12. Further, the Learned counsel for the respondent submitted that the cancellation of the petitioner's candidature was valid, justified, and in conformity with the prescribed guidelines. No illegality can be attributed to the same.

13. In support of the case of the respondent Corporation, the Learned counsel has relied on the following 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.).

14. The observations made by the



Hon'ble Division Bench in M/s Indian Oil Corporation Limited (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.”

*15. Further the Hon'ble Division Bench of this Court in **The Indian Oil Corporation & Ors. (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.”

16. 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 for retail outlet dealership, based on the selection criteria stipulated in the Unified Guidelines for Selection of Dealership, which was rightly rejected by the respondents.

17. Therefore, the petitioner cannot claim any right for consideration of her application. This Court finds no error or irregularity in the decision of the respondents in issuing rejection letter (Annexure-8) to the petitioner.

7. It is the contention of the learned counsel for the



appellant that the learned Single Judge while holding that the Corporation is bound by the standard set out in the Advertisement failed to appreciate Clause 14 H (viii) of the Selection brochure, which has been annexed to the counter affidavit as Annexure-R/1. The captioned Advertisement prescribing terms and conditions for selection and appointment clearly acknowledged for acceptance of rectified or additional documents provided they were pertaining to the information mentioned in the application form.

The learned counsel for the appellant further contended that by filing representation, the appellant requested the Corporation to allow him to rectify the defect, as in the column no. 9 of the application form, it has been specifically indicated “Yes” to a query made therein that “are you willing to transfer the land on sale/long lease to Oil Company”. Hence, the representation should not have been rejected in a mechanical and arbitrary manner without considering the grievances raised by the appellant. It is further argued that the decision of the Corporation is contrary to Clause 14 H(viii) of the Selection brochure governing the procedure for rectification of mistake in selection and terms of appointment.

8. The learned counsel for the Corporation on the



other hand supported the impugned order and placed reliance upon the decision of a Division Bench of this Court in the case of ***M/s Indian Oil Corporation Limited Vs. Raj Kumar Jha & Ors***, reported in, **2012 (2) PLJR 783**, wherein it is observed as follows:

“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. There is no dispute that when the advertisement was issued, the interested applicants were advised to go through



the selection brochure for getting acquainted with the terms and conditions of selection and appointment, which, inter alia, included a condition that for location, the applicant had to offer the land on ownership or long term lease. In case of location reserved for SC Category, the applicant in case of own land was required to offer the land to IOCL on lease or in case of land being on lease, the applicant had to have a provision for sub-lease by the application to the Oil Company. Such an eligibility has to be attained on or prior to the date of submission of the application and on the basis of such offer of land, the applicants are to be categorised under Group-1 or 2.

10. There is no dispute that in the application form, the petitioner placed the lease deed dated 17.11.2014, but there is nothing in it regarding the sub-lease; it was written as 'Shaya-lease'. It is also not in dispute that the Corporation spends huge amount of money on establishment of Retail Outlet under the SC Category and, therefore, the requirement of Sub-lease clause in the lease deed is of utmost relevance. When the Corporation has come to the conclusion that mere expression in the application that the applicant is ready to transfer the land to the Corporation does not fulfill the requirement of express Sub-lease clause in the lease deed; which is missing in the lease deed



itself and moreover any rectification or modification in the lease deed is to be made effective from the date of rectification and more so the requirement is that the applicant has to be eligible in all respect on the date of submission of the application and that the eligibility attended after submission of the application is not to be considered, we are of the humble view that the Corporation has not committed any illegality in rejecting the representation submitted by the appellant.

11. Having perused the impugned judgment/order of the learned Single Judge, we found nothing perverse or palpable illegality or unreasonableness in it, especially when the scope of Letters Patent Appeal is within a narrow compass and it is a corrective jurisdiction only used to correct error and hence, we are not inclined to interfere with the impugned order.

12. Accordingly, the Letters Patent Appeal being devoid of merits, stands dismissed.

(Sangam Kumar Sahoo, CJ)

(Harish Kumar, J)

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AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	23.02.2026
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