

(2014) 10 P&H CK 0021

High Court Of Punjab And Haryana At Chandigarh
Case No: Civil Writ Petition No. 13254 of 2012 (O and M)

Rohtash

APPELLANT

Vs

Indian Oil Corporation
Ltd. and Others

RESPONDENT

Date of Decision: Oct. 9, 2014

Citation: (2015) 178 PLR 73

Hon'ble Judges: Ritu Bahri, J

Bench: Single Bench

Advocate: S.K. Chauhan, Advocate for the Appellant; Ashish Kapoor, Advocate for the Respondent;

Final Decision: Dismissed

Judgement

Ritu Bahri, J.

1. Challenge in this petition is to the letter/decision dated 08.06.2012 (Annexure P-3) passed by respondent No. 2, disqualifying and cancelling the candidature of the petitioner for the allotment of Rajiv Gandhi Gramin LPG Vitrak (RGGLV) distributorship at Sambhli under Scheduled Caste category. Pursuant to an advertisement dated 28.02.2011, the petitioner gave his application dated 30.03.2011 for distributorship under the RGGLV at Sambhli, District Karnal. Vide letter dated 02.03.2012 (Annexure P-1), the petitioner was informed that he had qualified for redraw for selection and was required to be present at the given address along with I.D. proof on 23.03.2012. Pursuant to the draw of lots, he was declared a selected candidate vide letter dated 23.12.2012 (Annexure P-2). Subsequently, on field verification, it was found that the land offered by the petitioner in his application form was a simple agreement/ikrarnama and he intimated the Committee vide letter dated 29.03.2012 that he was not having any other land in his/family members" name. He did not fulfill the condition mentioned in Clause 3 (CHH) of the Common Eligibility Criteria published in the advertisement dated 28.02.2011. Therefore, he was disqualified for RGGLV distributorship vide

letter/decision dated 08.06.2012 (Annexure P-3).

2. The petitioner is seeking quashing of this order on the ground that the agreement to sell with regard to the land in question had been sent along with the application form. He was considered eligible for draw of lots and was declared successful on 23.03.2012. He acquired title by way of registered sale deed dated 27.03.2012 i.e. prior to the field verification, which was conducted on 29.03.2012. There was no dispute with regard to ownership of the said land. Therefore, he was fully eligible for grant of dealership on the date of physical verification.

3. The respondents are refuting the claim of the petitioner on the basis of Clause 4 of the brochure for Selection of Rajiv Gandhi Gramin LPG Vitrak (RGGLV) Scheme, which reads as under:--

"4. Common Eligibility Criteria for all Categories:

Applicant applying for RGGLV should

xxxx

(g) own a suitable land (plot) of minimum 20 metre X 24 metre in dimension at the advertised RGGLV location for construction of LPG cylinder Storage Godown.

Own means having clear ownership title of the property in the name of applicant/family member of the "Family Unit" as defined in multiple dealership/distributorship norm. In case of ownership/co-ownership by family member, consent letter from the family member will be required. Land for construction of Godown will be considered suitable, if it is freely accessible through all weather motorable approach road (public road or private road of the applicant connecting to the public road) and should be plain, in one contiguous plot, free from live overhead power transmission or telephone lines. Pipelines/Canals/Drainage/Nallahs should not be passing through the plot."

Further, column 9 of the application form reads as under:--

"Do you own a suitable land at advertised location for LPG Godown and showroom?

(Own means having clear ownership title of the property in the name of the applicant/family member of the "Family Unit". "Family Unit" of a married applicant, shall consist of self, applicant's spouse and unmarried son(s)/daughter(s) and "Family Unit" of an unmarried applicant, shall consist of self, applicant's parents and applicant's unmarried brother(s)/sister(s) for the purpose of this entire application. In case of family member, consent letter from the family member will be required.)"

4. The question for consideration before this Court is, "whether an agreement to sell, which was accompanied with the application form on 29.03.2011, could be considered under Clause 4 (g) of the brochure to mean that the petitioner was

owner of the land/plot measuring 20 metre X 24 metre for construction of LPG cylinder storage go-down."

5. The answer would be no because as per the petitioner, after he was selected in the draw of lots on 23.03.2012, he got the sale deed registered on 27.03.2012. For all intents and purposes, on the date of filing the application, he was not owner of the said land. Hence, as per Column 9 of the application form, the statement made by the petitioner that he owned a suitable land for the LPG godown, was incorrect. Mere participation in the draw of lots would not make him eligible for grant of distributorship as he was not owner of the land. Moreover, as per column 9 of the application form, if the petitioner had mentioned "NO" in the second column, he would have been treated ineligible. As per Clause 16 of the brochure, on account of furnishing false information at any point of time before or after appointment as a dealer, the allotment shall be liable to be cancelled.

6. A Division Bench of Madhya Pradesh High Court in Rakesh Kumar Singh v. Indian Oil Corporation Ltd. & another, Writ Petition No. 7473 (MB) of 2010 (decided on 05.08.2010), had dismissed the petition, whereby the allotment of dealership had been declined on the ground that the applicant was not owner of the land in question. It was observed that pursuant to furnishing a registered agreement to sell and subsequently on attaining title over the land would not make the petitioner eligible as per column 9 of the application form and Clause 4 (g) of the brochure.

7. At this stage, reference can also be made to Clause 16 of the brochure, which reads as under:--

"16. Furnishing of False Information

If any information furnished by the applicant is found to be false at any point of time before or after appointment as a RGGLV, the allotment shall be canceled forthwith and RGGLV terminated in case commissioned."

8. The Hon"ble Supreme Court while examining the above said Clause in Shiv Kant Yadav v. M/s. Indian Oil Corporation Ltd. & others, Civil Appeal No. 1844 of 2007, has held that if any factual misstatement or declaration is made that permits cancellation of the allotment, the order canceling the allotment does not suffer from any infirmity warranting any interference. In the light of the above discussion, no ground is made out to quash the impugned letter/decision dated 08.06.2012" (Annexure P-3), disqualifying and cancelling the candidature of the petitioner for allotment of Rajiv Gandhi Gramin LPG Vitrak (RGGLV) distributorship at Sambhli under Scheduled Caste category.

Dismissed.