(2015) 01 AHC CK 0111

In the Allahabad High Court

Case No : Civil Misc. Writ Petition No. 63409 of 2014

Aisha Akhtar APPELLANT

Vs

Bharat Petroleum Corporation Ltd. and Others RESPONDENT

Date of Decision : 22-01-2015

Acts Referred:

Citation : (2015) 3 ADJ 672 : (2015) 4 ALJ 85 : (2015) 109 ALR 420 : (2015) 2 AWC 1688

Hon'ble Judges : Harsh Kumar, J.;Arun Tandon, J.

Bench : Division Bench

Advocate : Ashok Nath Tripathi, for the Appellant; Prakash Pandia, Advocates for the Respondent

Final Decision : Dismissed

Judgement

Arun Tandon and Harsh Kumar, JJ.—Heard learned Counsel for the parties. Bharat Petroleum Corporation Ltd. (B.P.C.L.) published an Advertisement for appointment of L.P.G. distributors for the locations mentioned in the Advertisement. One of the conditions mentioned in the Brochure namely Condition No. 6.1 (vi) reads as follows :

"6.1 Common Eligibility Criteria for all Categories applying as Individual.

(vi) Have minimum total amount of 15 lakhs for Urban Markets and 10 lakhs for Urban-Rural and Rural Markets respectively as the closing balance on the last date for submission of application as specified in the advertisement or corrigendum (if any). This amount is to be arrived at by adding amount in Savings Bank accounts in Scheduled Bank/Post Office, free and un-encumbered Fixed Deposits in Scheduled Banks, Post Office, Listed Companies, Government Organization/Public Sector Undertaking of State and Central Government, Kisan Vikas Patra, NSC, Bonds, Shares of Listed Companies, Listed Mutual Funds, ULIP, PPF, Surrender Value of Life Insurance policies in the name of Applicant or family members of the ''Family Unit'' of the Applicant as defined above. In case of locations reserved under ''SC/ST'' category, minimum total amount of 5 lakhs for Urban Markets and 2.5 lakhs for Urban-rural and Rural Markets respectively should be available as the closing balance on the last date for submission of application as specified in the advertisement or corrigendum (if any)."

2. The petitioner submitted an application in response to the advertisement for a location in the Urban market. Along with the application he disclosed that he has a balance amount of Rs. 15,03,292/- in the saving account maintained at Axis Bank, Branch NOIDA (U.P.) and he had certain Fixed Deposit Receipts (F.D. Rs.) with the Co-operative Bank. These details were furnished by the petitioner for the purposes of satisfaction of the conditions, referred to above.

3. Under the order dated 20.10.2014 the Territory Manager of B.P.C.L. has held that the petitioner does not satisfy the requirements of the conditions mentioned in the Advertisement and the guidelines for selection of regular L.P.G. Distribution, therefore, his application is rejected. It has been recorded in the order impugned that as per the terms and conditions of the Advertisement the minimum balance required in respect of a location in the Urban market was Rs. 15 lakhs as on the last date for submission of the application as specified in the Advertisement/Corrigendum, if any. Further the F.D. Rs. which were shown by the petitioner to be standing in his name in Cooperative Bank do not answer the requirement of Clause 6 which requires that the money must be available in a saving account maintained in a Scheduled Bank or may be in the shape of un-encumbered Fixed Deposits in Scheduled Bank/Post Office, Listed Companies/ Government Organization/Public Sector Undertaking of State and Central Government, Kisan Vikas Patra, NSC, Bonds, Shares of Listed Companies, Listed Mutual Funds, ULIP, PPF, Surrender Value of Life Insurance Policies in the name of the applicant or family members of the ''Family Unit'' of the Applicant.

4. The writ petition was entertained by a Division Bench of this Court and an order dated 27.11.2014 was made permitting the respondents to draw the lots but further proceedings were directed to be stayed.

5. Counsel for the petitioner has referred to the Amendment Application which he has filed today in the Court whereunder Condition No. 6.1 (vi) is sought to be challenged on the ground that it us unreasonable/arbitrary.

6. Amendment application is allowed.

7. Let necessary amendments be made during the course of the day.

8. We may first deal with the challenge made to the Condition No. 6.1 (vi) of the Brochure. At the very outset we may record that this condition has been made applicable to all the prospective candidates. It was made known to them well in advance that only such deposits shall be accepted as are maintained in the Scheduled Banks or in the Post Office or are in the shape of other deposits as mentioned in the clause itself, quoted above.

9. Admittedly, the petitioner does not satisfy the said condition inasmuch as he

has hopelessly failed to establish that the Axis Bank where he is maintaining his saving bank account is a Scheduled Bank.

10. Even otherwise we may record that under the Advertisement and the conditions, referred to above, all the prospective candidates were made aware that the balance amount of Rs. 15 lakhs must be reflected in the Saving Bank Account on the last date of making of the application mentioned in the Advertisement. The petitioner had read the condition and was aware of the same. If he fails to satisfy the said conditions for the reasons best known to him, he cannot start questioning the conditions itself on the ground that it is arbitrary.

11. In our opinion the condition cannot be said to be arbitrary in any manner. For running of a L.P.G. Distributorship, it is a common knowledge that huge investments are required. Therefore, if the Oil Company decides to permit only such applicants to participate in the draw of lots who had the minimum balance in the saving bank account so as to be termed as bona fide applicants for the dealership, nothing wrong can be said to have been done.

12. We are of the considered opinion that for ascertaining as to what should be the crucial date for the availability of the balance amount mentioned in the condition, it is always open to the B.P.C.L. to pin point a particular date. Fixation of the last date of making of the application as per the Advertisement published appears to be more than reasonable and fair. This has been so done only to provide an opportunity to all such applicants who may not have sufficient funds in their saving bank account to recoup the balance. The condition can neither be said to be arbitrary nor unjust. The prayer made in that regard is therefore, rejected.

13. We may record that on the crucial cut of date mentioned in the application i.e., 28.10.2013 the balance amount actually found in the saving bank account of the petitioner was Rs. 6,82,698/- only i.e., much below the prescribed amount as per the conditions mentioned above.

14. Similarly, we are of the opinion that the respondent Corporation is justified in not taking note of the F.D. Rs. which had been produced by the petitioner issued by the Cooperative Bank in view of the simple language of Clause 6.1 (vi) of the conditions mentioned herein above.

15. We hardly find any illegality in the order passed by the Corporation. Writ petition lacks merit and is accordingly dismissed. Interim order, if any, stands discharged.

