

(2014) 04 OHC CK 0080

In the Orissa High Court

Case No : Writ Petition (Civil) No. 5576/2014

Birendra Narayan Bohidar

APPELLANT

Vs

Indian Oil Corporation Ltd.

RESPONDENT

Date of Decision : 16-04-2014

Acts Referred:

Citation : (2014) 2 OLR 536

Hon'ble Judges : S.C. Parija, J

Bench : Single Bench

Judgement

S.C. Parija, J.—Heard learned counsel for the parties.

2. This writ petition has been filed challenging the letter dated 18.02.2014 (Annexure-1), issued by Sr. Area Manager, Bhubaneswar, Indian Oil Corporation Ltd., rejecting the application of the petitioner for award of "Rajiv Gandhi Gramin LPG Vitrak" ("RGGLV" for short) at Gudighat location, under Muribahal Block in the district of Bolangir and forfeiture of security deposit of Rs. 20,000/- made by the petitioner with the Corporation.

3. The brief facts of the case as detailed in the writ petition is that the petitioner being an unemployed graduate, applied for RGGLV distributorship at Gudighat location, under Muribahal Block, in the district of Bolangir under "open category" pursuant to the advertisement issued by the Indian Oil Corporation Ltd., under Annexure-2, accompanied by requisite documents. The Corporation-opposite party issued call letter to the petitioner dated 29.7.2013 (Annexure-5) intimating him that he has qualified for draw for selection of RGGLV to be held on 20.8.2013 and the petitioner was requested to be present on that date along with photo identity card. The officials of the Corporation conducted the draw and the petitioner was declared as the selected candidate, which was communicated to him vide letter dated 20.8.2013, as per Annexure-6.

4. The Corporation-opposite party vide its letter dated 21.8.2013 (Annexure-7) requested the petitioner to deposit Rs. 20,000/- by way of security deposit and

that the field verification will be carried out after deposit of the amount. The petitioner deposited the amount of Rs. 20,000/- on 30.8.2013 vide D.D. No. 301535, dated 30.8.2013, drawn in favour of Indian Oil Corporation Ltd., as per Annexure-8.

5. The grievance of the petitioner is that after conducting the field verification, the Corporation has issued the impugned letter dated 18.02.2014, as per Annexure-1, intimating him that his application has been rejected as the offered plot of land, which is partly owned by the petitioner, does not meet the requirement of minimum dimension of 20 mtr. x 24 mtr., as specified under item No. 9 of the general instructions to the candidates applying for RGGLV, as given in the advertisement. The petitioner was further intimated that as there is misrepresentation of the information, security deposit of Rs. 20,000/- stands forfeited.

6. It is the case of the petitioner that as the land offered by him was found to be in conformity with the terms and conditions of the advertisement and the prescribed guidelines for selection of RGGLV and the petitioner having been duly selected after the interview, the subsequent action of the Corporation-opposite party in rejecting his application on the ground that he does not fulfill the eligibility criteria is not proper and justified. It is further submitted that the action of the Corporation in forfeiting the security deposit of Rs. 20,000/-, on the ground of misrepresentation is all the more improper and illegal.

7. Learned counsel appearing for the Corporation-opposite party, with reference to the counter affidavit, submits that after receipt of applications from intending applicants for selection of RGGLV, the final list was prepared by the Corporation, who were found to be eligible and qualified for the draw for RGGLV distributorship at the specified locations. After preparation of the final list, the eligible/qualified candidates were called for draw, which was held on 20.8.2013 and conducted in terms of RGGLV Scheme and the petitioner was declared as the selected candidate for RGGLV distributorship at Muribahal. After selection, as per the Clause 10.2 of the RGGLV Selection Brochure, as per Annexure-A, field verification was carried out on 04.12.2013. During field verification, the Field Verification Committee found certain variance in the informations furnished by the petitioner with regard to the offered plot bearing Nos. 623 and 622, under Khata No. 19, which is partially owned by the petitioner, measuring a total area of Ac. 0.04 dec. It was further found by the said Committee that the dimension/size of the said plot was not as per the specified minimum dimension of 20 mtr. x 24 mtr., as per the terms and conditions of the advertisement and the prescribed guidelines. The Committee further found that Plot Nos. 622 and 623, offered by the petitioner, totalling an area of Ac. 0.16 dec., is not covered under a registered Sale Deed, as had been claimed by the petitioner in the application form and one of the plots was covered by an Agreement for Sale. Accordingly, the Committee found that the claim of the petitioner with regard to the ownership and title of the offered land was false and misleading and the

petitioner had ownership of only Ac. 0.04 dec. by way of registered Sale Deed and the balance area of Ac. 0.16 dec. was only covered by an Agreement for Sale.

8. Learned counsel for the Corporation-opposite party submits that on the basis of the findings of the Committee, the application of the petitioner was rejected as the land offered by him did not fulfill the terms and conditions of the advertisement and prescribed guidelines, which require minimum dimension of 20 mtr. x 24 mtr. It is accordingly submitted that because of the false information furnished by the petitioner, the security deposit of Rs. 20,000/- has been forfeited, which cannot be faulted.

9. Learned counsel for the petitioner does not dispute the factual position detailed in the counter affidavit that the registered Sale Deed produced by him in respect of the offered land was only to the extent of Ac. 0.04 dec. and the balance land of Ac. 0.16 dec. offered by him was covered under an Agreement for Sale.

10. Clause 6 of the RGGLV selection Brochure provides for common eligibility criteria for all categories. Clause 6(h) of the Brochure deals with land of adequate size required for construction of godown for storage of 5000 kg of LPG cylinders. Clause 6(h)(i) reads as under:

"(h)(i). Should own a plot of land of adequate size at the advertised RGGLV location for construction of godown for storage of 5000 kg of LPG in cylinders or ready LPG cylinder storage godown of 5000 kg. capacity. As per Gas Cylinder Rules 2004, the floor area of the storage shed for storing 5000 Kg LPG in cylinders should be 50 sq metres. The length of the storage shed should not be more than 1.5 times of width of storage shed. There should be clear minimum safety distance of 6 metres between storage shed and the boundary wall/fencing. The plot of land with minimum dimension of 20 metres by 24 metres is adequate. It should be freely accessible through all whether motorable approach road (public road or private road connecting to the public road). In case of private road connecting to the public road, the same should belong to the applicant/member of family as defined in h(iii) below in the ownership criteria for land. In case of ownership/co-ownership by family member(s) in respect of such private road, consent letter from respective family member(s) will be required."

11. In view of the above, it cannot be said that the petitioner fulfilled the eligibility criteria with regard to the ownership of the offered land and further the same was not of the minimum prescribed dimension of 20 mtr x. 24 mtr. Hence, the rejection of the candidature of the petitioner for selection of RGGLV distributorship for Muribahal location in the district of Bolangir on that score cannot be faulted.

12. As regard the forfeiture of the security deposit of Rs. 20,000/- which had been made by the petitioner pursuant to the request letter of the Corporation dated 21.8.2013, it is seen that the petitioner having been found to be eligible/

qualified had been invited to attend the draw and in the said draw, the petitioner had been declared to be selected. Only after the selection, the Corporation had requested the petitioner to deposit Rs. 20,000/- by way of security deposit, on deposit of which, necessary field verification shall be carried out. According to the Corporation, during the field verification, certain discrepancies were found with regard to the ownership of the offered land as well as the size/dimension of the said land. As the documents relating to offered land had been submitted by the petitioner along with the application and on a preliminary verification of which, he was found to have qualified for the draw and subsequently selected, it cannot be said that the petitioner had resorted to any misrepresentation, which has been subsequently detected. The registered Sale Deed as well as the Agreement for Sale was available with the Corporation, on verification of which, the petitioner had been asked to participate in the draw. It was only on field verification, the size/dimension of the offered land was found to be not meeting the minimum requirement. Moreover, there is no allegation of the petitioner having submitted any forged or fabricated documents in support of his claim.

13. In that view of the matter, the penal action against the petitioner by the Corporation in resorting to forfeiture of security deposit of Rs. 20,000/- is not proper and justified.

14. Accordingly, the Corporation-opposite party is directed to refund the security deposit of Rs. 20,000/- to the petitioner as expeditiously as possible, preferably within a period of one month hence.

15. Writ petition is accordingly disposed of.

16. Issue urgent certified copy as per rules.