

(2019) 07 PAT CK 0341

In the Patna High Court

Case No : Civil Writ Jurisdiction Case No. 11683 Of 2019

Shankar Kumar Bhagat

APPELLANT

Vs

Indian Oil Corporation Limited And Ors

RESPONDENT

Date of Decision : 29-07-2019

Acts Referred:

Transfer Of Property Act, 1882 — Section 105, 107
Indian Registration Act, 1908 — Section 17
Evidence Act, 1872 — Section 90, 91, 92, 93, 94, 95, 96, 97, 98

Citation : (2019) 07 PAT CK 0341

Hon'ble Judges : Rajeev Ranjan Prasad, J

Bench : Single Bench

Advocate : Rajesh Kumar Singh, Ranvijay Narain Singh, Dharmendra Kumar Singh, Manish Kumar Singh, Ankit Katriar

Final Decision : Allowed

Judgement

1. Petitioner, in the present case, is seeking the following reliefs:

"(i) To issue an appropriate writ preferably in the nature of 'Certiorari' for setting aside the email notice dated 8.5.2019 sent to the petitioner by the respondent no.3 by which the candidature of the petitioner for grant of Retail Outlet Dealership for the location no. 911 situated between Chhatapur Market and Hariharpur on State Highway 91, District-Supaul bearing application no. 154558474- 62978 has been declared to be found ineligible.

(ii) To issue an appropriate writ preferably in the nature of 'Mandamus' commanding upon the respondent authorities to grant Retail Outlet for location no. 911 situated between Chhatapur Market and Hariharpur on State Highway 91, District- Supaul.

(iii) To hold and declare that the petitioner fulfills criteria (v) Group-1 as laid down by the respondent authorities in their advertisement and brochure dated 24.11.2018.

(iv) To grant any other relief(s) for which the petitioner is found entitled to in the facts and circumstances of the case."

2. It is the case of the petitioner that pursuant to the advertisement dated 25.11.2018 published in Hindi Daily Hindustan and English Daily 'The Times of India' inviting applications for award of dealership of regular/rural retail outlets (Petrol Pump) at different locations in the State of Bihar, the petitioner applied for award of dealership in open category. He had applied for location no. 911 situated between Chhatapur Market and Hariharpur on State Highway 91, District -Supaul.

3. It is the further case of the petitioner that for purpose of the dealership , as required the petitioner had obtained a piece of land appertaining to Khata No. 284, Khesra No. 1129, Area 03 Decimal and Khesra No. 1129, Area 28 Decimal in Mauza- Rampur on lease hold basis from one Anandi Sahani. The lease deed is a registered deed for a period of 29 years from the date of execution of the lease deed. A copy of the lease deed has been brought on record as Annexure '2' to the writ application.

4. After draw of lots on 19.02.2019, the petitioner was declared selected for award of retail outlet dealership for the given location. He was directed to deposit a sum of Rs. 50,000/- as initial security deposit with the deed by depositing the same on 21.02.2019, proof thereof is Annexure '5' to the writ application. The petitioner, in order to rule out any ambiguity in the text and recital of the lease deed dated 18.12.2018 got executed a rectification lease deed dated 19.03.2019 by which it was clarified that the lease deed executed and registered on 18.12.2018 is valid for a period of 29 years with effect from the date of its execution and registration i.e. 18.12.2018.

5. The candidature of the petitioner was however declared ineligible by the respondent no. 3 by an email dated 08.05.2019 (Annexure-7) saying that the land documents submitted by him were not found valid for considering the offered land under Group-1 and his candidature had been found ineligible. This communication, as contained in Annexure '7', is the subject matter of challenge in the present writ application.

6. Mr. Rajesh Kumar Singh, learned counsel representing the petitioner submits that the candidature of the petitioner has been declared ineligible on a totally irrelevant consideration. Learned counsel has drawn the attention of this Court towards the relevant Clause 4 (v) of Group-1 of the brochure dated 24.11.2018 which lays down the criteria of having a lease deed for a minimum period of 19 years and 11 months. It is contended that the lease deed of the petitioner is for a period of 29 years and there is no ambiguity at all, however the ambiguity if any with regard to commencement of the lease deed has been clarified and reiterated in the rectification lease deed dated 19.03.2019, therefore, the respondent authorities cannot declare the candidature of the petitioner ineligible in Group-1. It is submitted that the pretext on which the petitioner is being

ousted is wholly arbitrary and malafide. He has also taken this Court through the recital of the lease deed, the relevant part of which states that the land is being leased from today and the lessee has taken the land in his possession. It is submitted that whatever stated thereafter is only a further confirmation that the period of lease shall remain valid for a period of 29 years after the availability of the license of the petrol pump till 29 years. It is submitted that the respondent no. 3 has totally ignored the first part of the recital and has ousted the petitioner on a totally flimsy ground.

7. In the counter affidavit filed on behalf of the respondent Indian Oil Corporation (I.O.C.) it is stated that the petitioner could not submit the relevant documents, therefore, the impugned letter dated 08.05.2019 rejecting the candidature of the petitioner has been issued. In paragraph '8' of the counter affidavit it is stated that the lease deed dated 18.12.2018 submitted by the petitioner under the head description of leased land in Mauza- Rampur on Page No. 4 mentions that period of lease will be valid for 29 years after getting the license from I.O.C. The respondents submit that in terms of Clause 4 (v) (a) of the brochure (Annexure 'R/1') 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 from the date or after the date of advertisement but not later than the date of application. It is also pointed out that in case it is found at later stage that the offered plot is not meeting any of the above conditions then in such case the offered land would be rejected and candidate will be given opportunity along with applicants under Group-3 by intimation through SMS/email.

8. Learned counsel for the respondent no. 3 has also placed before this Court a copy of the judgment dated 26.06.2019 passed by the Hon'ble Division Bench of this Court in L.P.A. No. 1270 of 2018 in which while placing reliance upon another Division Bench judgment of this Court in the case of M/S Indian Oil Corporation versus Raj Kumar Jha reported in 2012 (2) PLJR 783 it has been held that in case where the information given by the applicant with regard to the plot of land and Khata number in the application form is found to be an incorrect information/ wrong information, the same cannot be taken as a mere typographical error in the application form of the applicant. Such incorrect information would therefore disentitle the applicant from being treated as an eligible candidate.

9. Replying to the counter affidavit, the petitioner has come out with a statement that under the lease agreement it is clearly stated that the land holder has handed over possession of the land of the petitioner on the date of execution of the lease deed and as per Clause 4(v)(a) of the brochure dated 24.11.2018 the applicant should be in possession of the land on the date of the application having a minimum lease of 19 years and 11 months. Thus on the date of making of application i.e. 23.12.2018 the petitioner was very much in possession of the land and as such the ground taken by the I.O.C. for rejection of the candidature of the petitioner is not only bad in law but is also contrary to their own brochure.

10. It is further stated that the I.O.C. has rejected the candidature of the

petitioner so as to select its own favourite persons as they are proceeding with the process of grant of dealership and has fixed 15th July, 2019 as the date for draw of lots for selection of the dealership. One of the letters issued to one Suraj Chandra Prakash on 06.07.2019 has been brought on record as Annexure '8' to the rejoinder.

11. On 10.06.2019 while hearing this writ application, this Court had passed an interim order saying that any further action taken by the respondents shall abide by the final result of the writ petition. Thus, when the letter dated 06.07.2019 issued to Mr. Suraj Chandra Prakash was brought on record, this Court passed an order dated 11.07.2019 calling upon the I.O.C. to file an affidavit as to why without disclosing the fact that there is an interim order a letter dated 6th July, 2019 has been issued. This Court wanted to know as to whether the I.O.C. has got submitted any undertaking from said Suraj Chandra Prakash to abide by the order of this Court. In the supplementary counter affidavit the

I.O.C. has come out with a plea that the letter dated 06.07.2019 is an automated invitation and does not confer any immediate third party right in favour of any person. It is submitted that only when a subsequent Letter of Appointment (LOA) is issued to the selected candidate that an enforceable right is created.

CONSIDERATION

12. Having heard learned counsel for the parties and upon perusal of the records, this Court finds that in fact the only issue with regard to land in question is as to whether the petitioner had an existing lease of the land on the date of his application i.e. 23.08.2018. The relevant part of the eligibility criteria for an individual applicant in paragraph '4' of the guidelines on selection for dealership for regular and rural retail outlets (hereinafter referred to as the 'Guidelines') as contained in paragraph 4 (v) are quote hereunder for a ready reference:-

"(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.

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

In case land offered by all the applicants under Group 1 & Group 2 is found not suitable/not meeting requirements, then these applicant/s under Group 1 & 2 along with applicants under Group 3 (who did not offer land along with application) would be advised by the OMCs to provide suitable land in the advertised location / stretch, within a period of 3 months 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:-

a) The land should be available with the applicant as on the date of application and should have minimum lease of 19 years 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. (emphasis supplied)

b) If the offered land is on Long term lease, then the Lease 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).

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

c) For Dealer owned sites ("B"/ "DC" sites), the applicant should ensure that the land arranged by the applicant is either registered in the applicant's name or leased in favour of the applicant for a minimum period of 19 years and 11 months (as advertised by respective oil company), before issuance of LOA as per the conditions of LOI.

d) The applicant(s) under Group-1 should have documents to establish ownership of land offered for the Dealership as on date of application, such as:-

? Khasra / Khatauni or any equivalent revenue document or certificate from revenue official confirming status of the ownership of the land

? Registered Sale deed/Registered Gift deed.

? Registered Lease deed for a minimum period of 19 years and 11 months (as advertised by respective oil company).

? Any other type of ownership / transfer deed documents

? Lease agreement or firm allotment letter issued by Government / Semi Government bodies"

13. The aforesaid other conditions are the bone of contention in the present case. In order to appreciate the same, this Court would take note of the relevant

part of the registered lease dated 18.12.2018 as under:-

"मैं लेख्यधारी पर खाना सं० 5 में वर्णित जमीन का अधिपति हूँ और इस पर मेरा अधिकार और दखल कब्जा विवाद रहित है उपर्युक्त लेख्यधारी श्री शंकर कुमार भगत ने मुझसे यह भूमि पट्टे पर देने की प्रार्थना की और मैंने उसे स्वीकार किया। लेख्यधारी श्री शंकर कुमार भगत के पक्ष में इंडियन ऑयल कारपोरेशन लिमिटेड (I.O.C.L.) के तहत पेट्रोल पम्प के लिए लीज पत्र लिखा है।

इसलिए लेख्यधारी ने अपनी इच्छा से मन और शरीर की स्वस्थता में बिना किसी दबाव या जोर जबर्दस्ती के उपर्युक्त जमीन आज से उनतीस वर्ष की अवधि के लिए 95000/- रुपये वार्षिक किराया पर उपर्युक्त लेख्यधारी श्री शंकर कुमार भगत को पट्टा बना दिया और उक्त श्री शंकर कुमार भगत इस भूमि को अपने अधिकार में ले लिया। यह कि लीज की अवधि लेख्यधारी को पेट्रोल पम्प का लाईसेंस मिलने की तिथि से 29 वर्षों के लिए बहाल या बरकरार रहेगा।"

14. The deed of rectification dated 19.03.2019 in its last paragraph records as under:-

"यह कि लीज पत्र में भूल वश लीज के तिसरे पन्ने में "यह कि लीज की अवधि लेख्यधारी को पेट्रोल पम्प का लाईसेंस मिलने की तिथि से 29 वर्षों के लिए बहाल या बरकरार रहेगा।" यह पंक्ति को दो जगह लिखा गया है जो गलत है उसके जगह लेख्यधारी द्वारा लीज का मरम्तनामा (Rectification Of Lease) वनिस्वत पट्टा (लीज) दस्तावेज संख्या 4029, सिरयल संख्या 4040, टोकन संख्या 4119, दिनांक 18.12.2019 निबंधन कार्यालय त्रिवेणीगंज के आलोक में। अवधि 29 वर्षों के लिए! भूल सुधार करते हुए यह कि लीज अवधि निबंधन की तिथि 18.12.2018 से 29 वर्षों के लिए दिया गया है तथा जमीन पर लेख्यधारी को दखल कब्जा करवा दिया। लिखा हुआ है जो सही वो सत्य हैं।"

15. In the aforementioned backgrounds of facts now this Court has been called upon to take a view as to whether the rejection of the candidature saying that the land documents submitted by him were not valid for considering the offered land under Group-I may held correct, in accordance with the terms of the Brochure and in accordance with law.

16. Corollary to this would be as to whether action of the respondents in rejecting the candidature of the petitioner on the aforesaid ground is totally irrelevant and would come within the meaning of unreasonable and arbitrary action on the part of the respondents for no valid reasons.

17. This Court has gone through the Guidelines (Annexure-R/1 to the counter affidavit). Paragraph '4' which lays down the eligibility criteria, amongst others provides that the applicants would be classified into three groups on the basis of the land offered by them in the application form. Group-I is of those applicants who have applied claiming suitable piece of land available with them either by way of ownership or long term lease for a period of minimum 19 years 11 months or as advertised by the OMC. Admittedly, the petitioner had applied under Group-I. The other conditions with respect to offering of land lays down a condition that the land should be available with the applicant (underline is mine) on the date of the application.

18. This Court is of the considered opinion that in the facts of the present case, the lease deed was registered in favour of the petitioner on 18.12.2018 clearly stating therein that the land is being provided on lease from today for a period of 29 years at the annual rent of Rs.95,000/-. The lease deed also states that the

lessee has taken the land in his possession. Till this there is no difficulty but what has been a matter of controversy is the further line which says that the period of lease will remain maintained for a period of 29 years from the date of receipt of the licence of the petrol pump. The later line stating that it will remain in existence for 29 years from the date of receipt of the licence of the petrol pump is in congruous with the first part of the lease deed, therefore, this Court is of the considered opinion that the entire lease deed is required to be looked into to appreciate its nature and intention of the parties.

19. On reading of the whole lease deed what prevails in the mind of this Court is that by clearly stating about handing over of the possession of the land to the lessee on the date of execution and registration of the lease deed, the lesser had made it clear that the lease deed has come into force and has been acted upon simultaneously with its execution and registration on 18.12.2018. The intention further gets clarified from the rectification deed dated 19.03.2019 which states that in the lease deed dated 18.12.2018, inadvertently at two places it has been mentioned that the period of lease will be maintained for a period of 29 years from the date of receipt of the licence of the petrol pump. The rectification with regard to the inadvertent error has been rectified.

20. The Transfer of Property Act, 1882 (hereinafter referred to as the 'Act of 1882') defines lease under Section 105 which is quoted hereunder for a ready reference:-

"105. Lease Defined. - A lease of immovable property is a transfer of a right to enjoy such property, made for a certain time, express or implied, or in perpetuity, in consideration of a price paid or promised, or of money, a share of crops, service or any other thing of value, to be rendered periodically or on specified occasions to the transferor by the transferee, who accepts the transfer on such terms".

21. In terms of Section 107 of the Act of 1882, a lease of immovable property from year to year, or for any term exceeding one year, or reserving a yearly rent, can be made only by a registered instrument. Thus, it is clear from a reading of Section 105 and 107 that the lease deed is required to be registered when the lease of immovable property is made.

22. If the stand of the respondents is taken to be correct then the instrument dated 18.12.2018 which inadvertently added that the lease deed will be in existence and shall remain for a period of 29 years from the date of receipt of the licence of the petrol pump cannot be treated as a lease deed but the Court finds that it is not in dispute that the instrument dated 18.12.2018 contains a recital that it is valid from the same date and even possession of the land has been transferred to the lessee simultaneously. In the opinion of this Court, because of the fact that the lease deed has clearly stated that it is being executed with effect from the date of execution of the instrument and possession of the land is being handed over, the Registrar acting under Section 17 of the

Indian Registration Act has charged stamp duty on the same and allowed registration thereof. The instrument dated 18.12.2018 is, thus a lease deed in terms of Section 107 of the Act of 1882. The other conditions of the Brochure only states that the land should be available with the applicant as on the date of the application. This Court finds that condition is also satisfied because lease deed dated 18.12.2018 clearly stipulates that possession of the land is given to the lessee simultaneously and on the same date. The handing over of the land to the lessee is a strong indication of the intention of the maker of the document and it leads to irresistible conclusion that the land in question had been available with the applicant on the date of the application.

23. So far as the judgment of the Hon'ble Division Bench of this Court in the case of Raj Kumar Jha (supra) and Rupesh Kumar Verma (supra) are concerned, this Court finds that in the case of Raj Kumar Jha (supra) the public notice required filing of an affidavit in format-A by the applicant declaring that the applicant had never been convicted for any charge; no charge had been framed by any court of law for any criminal offence involving moral turpitude or an economic offence. While making such affidavit, the writ petitioner did not refer to the words 'any court of law'. He tried to improve that defect by making another affidavit and submitting it later. The Corporation took a plea that the general terms and conditions of the advertisement specifically banned any addition/deletion/alteration once the application was submitted. The submission of affidavit made in confirmation of the requirement on a later date was of no consequence. The Hon'ble Division Bench dealing with the matter took a view that 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. Since in the said case it was not in dispute that the application made by the writ petitioner was not in conformation with the requirements mentioned in the advertisement, the Hon'ble Division Bench held that the learned Single Judge ought not to have interfered with the decision of the Corporation. The Hon'ble Division Bench thus held that the Corporation was justified in rejecting the application of the writ petitioner.

24. In the case of Rupesh Kumar Verma (supra) the writ petitioner had offered a land under a lease which was described as plot no.123 and khata no.356 with specific boundaries. During the field verification it was pointed out to the writ petitioner that the said land did not meet the eligibility criteria and consequently an opportunity was given to the petitioner to offer an alternate land as per the guidelines. The writ petitioner instead of availing of the opportunity of offering an alternate land, tendered a rectification deed dated 12th of June, 2018 wherein he took the stand that the khata and the plot number of the land offered in the original application form was an incorrect recital on account of the mistake in the lease deed itself and, therefore, the same has been rectified through a separate deed. The I.O.C. did not accept the rectified deed, however, on a challenge made

to the decision of the I.O.C., the learned Single Judge held that if the land remains the same, then the I.O.C. cannot take a plea that there is any error in the application form and also that the respondent- petitioner had not misrepresented in any way so as to make him ineligible. It was contended before the Hon'ble Division Bench that as per the terms of the advertisement any error, be it a mistake, found in the description made would render the applicant ineligible. The Hon'ble Division Bench accepted the submission of the I.O.C. and took a view that the information tendered in the application form is entirely different plot number which varies substantially from the plot number given in the rectification deed. This incorrect information, according to Hon'ble Division Bench would amount to wrong information having been given which disentitled the writ petitioner from considered as an eligible candidate.

25. The Hon'ble Division Bench in its judgment held that any incorrect information given by the petitioner with regard to plot number of the land and khata number in the application form was a wrong information and this mistake having been accepted by the writ petitioner himself when he tendered the rectification deed long after the expiry of the last date of the application form, there was 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 the opinion of the Hon'ble Division Bench was not a typographical error at least in the application form of respondent-petitioner.

26. What appears from a reading of both the judgments of the Hon'ble Division Bench of this Court is that in both the cases the applicant while filling up the application form had committed a mistake in giving information in the application form itself. In the first case it was an incorrect recital in the affidavit submitted with the application and in the second case it was an incorrect description of land with regard to khata and khesra number in the application form. To this Court present case seems to be a quite different one. In this case, it is not the allegation that the petitioner had given any wrong information of the land or any other information. In this case during the field verification the I.O.C. has by ignoring the first part of the stipulation clearly saying that lease is effective from the date of execution and possession has been received by the lessee, taken a stand that because the lease deed contain a statement that it will be in existence and remain for 29 years from the date of receipt of the licence of the petrol pump, it cannot be said to be a land available with the petitioner on the date of making of the application.

27. In the opinion of this Court, the I.O.C. has completely erred in construing the registered instrument dated 18.12.2018. It has failed to look into the complete contents of the lease deed which clearly provides that the lease deed has been made from the same date for a period of 29 years on an annual rent of Rs.95,000/- and lessee has taken over the possession of the land (emphasis supplied). It is a transfer of interest of the lessor in favour of the lessee simultaneously with the registration of the deed on 18.12.2018. What has been

stated thereafter would not take away the effect of the lease which has been given effect to with some significant act of handing over of possession of land through the registered document. It is for this reason that the Registrar had admitted the document dated 18.12.2018 and registered the same on payment of adequate stamp duty and registration charges with other fees.

28. In the case of Bharat Petroleum Corporation Ltd. and Anr. Vs. N.R. Vairamani & Others reported in (2004) 8 SCC 579, the Hon'ble Supreme Court has held that the judgments of the Court should not be cited like euclid's theorems as the slightest of change in the facts of the case would make a sea difference in the judgment of the court. To this Court it appears that in the given facts of this case the stand taken by the respondent I.O.C. that the petitioner was not having any land available with him on the date of the application cannot be said to be correct. It is an arbitrary decision having no lawful basis to stand the test of relevance and reasons which are twin principles of our Constitution.

29. It is well settled principles relating to interpretation/construction of a deed or document that while construing the document one must have regard to the meaning of the words they have used meaning to all its parts should be given for the purpose. Reference in this regard may be made to the judgment of the Hon'ble Supreme Court in the case of Delhi Development Authority v. Durga Chand Kaushish reported in AIR 1973 SC 2609. Paragraphs 19 and 20 of the said judgment are quoted hereunder for a ready reference:-

"19. Both sides have relied upon certain passages in Odgers' "Construction of Deeds and Statutes" (5th ed.1967). There (at pages 28-29), the First General Rule of Interpretation formulated is: "The meaning of the document or of a particular part of it is therefore to be sought for in the document itself." That is, undoubtedly, the primary rule of construction to which Sections 90 to 94 of the Indian Evidence Act give statutory recognition and effect, with certain exceptions contained in Sections 95 to 98 of the Act. Of course, "the document" means "the document" read as a whole and not piecemeal.

20. The rule stated above follows logically from the Literal Rule of Construction which, unless its application produces absurd results, must be restored to first. This is clear from the following passages cited in Odgers' short book under the First Rule of Interpretation set out above:

Lord Wensleydale, in Monypenny v. Monypenny (1861) 9 HLC 114 at p.146 said:

"the question is not what the parties to a deed may have intended to do by entering into that deed, but what is the meaning of the words used in that deed: a most important distinction in all cases of construction and the disregard of which often leads to erroneous conclusions." Brett, LJ in Re Meredith, ex. P. Chick (1879) 11 Ch. D. 731 at p. 739 observed:

" I am disposed to follow the rule of construction which was laid down by Lord Denman and Baron Parke..... They said that in construing instruments you must

have regard, not to the presumed intention of the parties, but to the meaning of the words which they have used."

30. In the case of Naramadaben Maganlal Thakker VS. Pranjivandas Maganlal Thakker reported in (1997) 2 SCC 255, the Hon'ble Supreme Court has held that the document has to be read harmoniously as a whole giving effect to all the clauses contained in the document which manifest the intention of the person who executed the document.

31. In the case of Jangbir VS. Mahavir Prasad Gupta reported in AIR 1977 SC 27, the Hon'ble Supreme Court has laid down well known principles of interpretation of a document as follows:-

"(a) Firstly, a document must be construed as a whole

(b) Secondly, it has to be so construed as not to reduce what was meant or being done by it to a patent absurdity and,

(c) Thirdly, if any entry of a column appears to have been carelessly made, so as not to give a correct indication of what was otherwise clearly capable of being inferred from the objects and rest of the contents of such a notification, the slight error, due obviously to inadvertence, would not matter on an application of the principle."

32. In the aforesaid background of the principles of interpretation, this Court finds that if the interpretation being sought to be given by the respondent Corporation is accepted, earlier part of the lease deed saying that the lease has been granted from today and possession has been received by the lessee shall be totally ignored and otherwise completely vague line will prevail over the earlier part of the clause which is capable of a clear meaning.

33. In result, the impugned e-mail notice dated 08.05.2019 as contained in Annexure-7 to the writ application is hereby set aside and the respondent is directed to proceed further taking the instrument dated 18.12.2018 as a legal and valid document which make available the land to the petitioner in terms of the other conditions mentioned in paragraph 4 of the Brochure, on the date of his application. Let the whole exercise in this regard be completed within a period of three months from the date of receipt/production of a copy of this order.

34. This writ application is thus allowed.