(2021) 11 OHC CK 0181

In the Orissa High Court

Case No : Writ Petition (C) No. 23072 Of 2015

Upendra Barik APPELLANT

Vs

Indian Oil Corporation Ltd. And Another RESPONDENT

Date of Decision : 29-11-2021

Acts Referred:

Citation : (2021) 11 OHC CK 0181

Hon'ble Judges : Arindam Sinha, J

Bench : Single Bench

Advocate : D. Mohapatra, S. Pattnaik

Final Decision : Disposed Of

Judgement

Arindam Sinha, J

1. Mr. Mohapatra, learned advocate appears on behalf of petitioner and submits, his client applied pursuant to notice for appointment of LPG gas cylinder distributor. He submits, one of the eligibility criteria was for applicant to have minimum total amount of Rs.4,00,000/- as closing balance on last date for submission of application (31st December, 2013). Particulars of the account furnished by his client was of a cash credit account. As on 31st December, 2013, clear balance available for withdrawal in the account was Rs.4,01,849/-. This stands clarified by his banker on letter disclosed as annexure-4 in the writ petition, in answer to query made by the oil company. As such, there should be interference in directing the oil company to award his client the distributorship. Pursuant to order dated 17th September, 2019, of Coordinate Bench, his client has deposited Rs.4,00,000/- in the savings bank account.

2. Mr. Pattnaik, learned advocate appears on behalf of the oil company and submits with reference to annexure at page-15 of the counter. It is transaction inquiry statement in respect of a/c no.13580510016282 in name of Akhandalmani fertilizer. The statement has entries of transaction and valid dates. Entry on 31st December, 2013 says credit balance of Rs.48,535/-. He submits

further, the account, in which clear balance is to be had must be savings account. Mr. Mohapatra responds by pointing out to the next entry having transaction and valid date 26th December, 2013, there was deposited Rs.4,00,000/-. He reiterates, this has been clarified by the bank. He submits further, there be interference since his client is the only applicant and the bank has also certified in its said letter regarding his client's monetary credibility.

3. It is true that clause-(g) in the notice requires clear balance of Rs.4,00,000/- as on 31st December, 2013 as might be available in, inter alia, savings bank account. Court is inclined to accept that said clause covers petitioner's cash credit account since the oil company accepted the same on the particulars furnished by petitioner and also sought clarification from the bank, the account standing in the name of petitioner's firm, where he is sole proprietor.

4. It is to be seen whether in the account petitioner had clear Rs.4,00,000/- balance as on 31st December, 2013. Petitioner's banker answered, in its letter disclosed as annexure-4 in the writ petition, from where following is rereproduced below:

"xxx xxx xxx and on 26/12/2013 after depositing a cash of Rs.4,00,000/- he has balance of Rs.51,849/-CR i.e. he has available balance and withdrawing capacity of (Rs.3,50,000/- + Rs.51,849/-) i.e. Rs.4,01,849/- available balance. And the said account holder has that available balance and withdrawal capacity as on 31/12/2013.

xxx xxx xxx xxx xxx xxx xxx xxx xxx xxx xxx xxx

And for your kind information Mr. Upender Barik is a valued customer of our bank and his transaction is very good. So his case may be kindly taken into positive direction."

5. The subsequent deposit in savings bank account may not be compliance with the term. However, as aforesaid, the oil company has accepted the cash credit account to be an account to be looked into for purpose of ascertaining eligibility of applicant. Hence, the objection taken now that it is not a savings bank account cannot be sustained. More so because the oil company, again as aforesaid, wrote to

petitioner's banker and obtained clarification. All this would not have been done if the cash credit account did not qualify to be an account within clause-(g) of the notice. It can also be said that the oil company having had accepted the account for purpose of verification of eligibility, cannot afterward turn around and reject it.

6. Also as aforesaid, the bank has clarified that on 31st December, 2013 there was available to be withdrawn Rs.4,01,849/- from the account. That petitioner had at his disposal Rs.4,00,000/- on 3rd December, 2013 cannot be disputed.

7. The writ petition succeeds. The oil company is directed to award the distributorship to petitioner in event he complies with all other criteria and

requirements.

8. The writ petition is disposed of.

