

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.18959 of 2018

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Renu Kumari Wife of Shri Santosh Kumar Shekhar, Resident of Village-
Chiksil, Post Office- Changain, Police Station- Karakat Gorari, District-
Rohtas Bihar 802212.

... .. Petitioner/s

Versus

1. Union Of India through Secretary of Ministry of Petroleum Gas, New Delhi,
Government of India
2. The Territory Manager L.P.G. Patna, Patna L.P.G. Territory and Prattling
Plant, Fatuha Industrial and Prattling Plant, Fatuha Industrial Area, Mauza
Raipura, Post Office and P.S. Fatuha, District Patna
3. The Assistant Manager, L.P.G. Sales Patna L.P.G. Territory, Fatuha Industrial
Area, Mauza-Raipura, Post Office and P.S. Fatuha, District Patna

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Santosh Kumar, Advocate
For the Respondent/s	:	Dr. K.N.Singh, ASG
For the BPCL	:	Mr. Aditi Hansaria, Advocate

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CORAM: HONOURABLE JUSTICE SMT. G. ANUPAMA CHAKRAVARTHY

ORAL JUDGMENT

Date : 15-09-2025

1. The petitioner has filed the instant
application for the following relief(s):

*“For quashing the letter dated
18.07.2018 (contained in Annexure- 8)
issued by the Territory Manager (L.P.G.)
Patna Respondent no. 2 whereby and
whereunder the candidature for Gramin
L.P.G. Distributorship at location Chand
Panchayat Chand, Block- Chand, District
Kaimur (Bhabhua) has been cancelled
and the amount of field verification of
credential (F.V.C.) of Rs. 20,000/- Twenty*



Thousand deposited with the Corporation has also been forfeited rejecting the offer of alternative land other than the land offered in the application from though there is a provision in brochure of offering different land other than the land offered in the application.

(b) To pass such other order or orders as the Hon'ble Court may deem fit and proper in the facts and circumstances of the case."

2. The brief facts culled out of the writ petition is that the petitioner applied for an LPG distributorship under the "SC(W)" category at village - Chand Police Station and Block - Chand, District Kaimur (Bhabhua), in response to an advertisement dated 18.06.2017 issued by the Bharat Petroleum Corporation Ltd. (hereinafter called as the BPCL).

3. It is submitted by the petitioner that pursuant to the aforesaid advertisement, a draw of lots was conducted on 29.12.2017 for the advertised location, in which she was declared



successful. Accordingly, the respondents, vide e-mail dated 30.12.2017, intimated the petitioner to deposit the requisite fee and submit documents for field verification of credentials (hereinafter called as FVC), in accordance with the Unified Guidelines for Selection of LPG Distributors. In compliance with the said direction, the petitioner deposited the required fee and submitted relevant documents as per the Brochure.

4. It is submitted that initially, the petitioner had given land bearing Khata/Plot No. 206/271 for the godown and showroom, which was proposed to be taken on lease. However, due to unavoidable circumstances, the lease deed for that plot could not be executed. Subsequently, the petitioner entered into a registered lease deed bearing Deed No. 84 dated 09.01.2018 for alternate land for a period of 16 years, and offered the same during the FVC conducted on 21.02.2018.

5. It is the contention of the petitioner that at the time of submitting these documents, the



respondent officials orally assured her that the alternate land offered through the new lease deed would be acceptable and that there would be no issue in this regard. However, through letter dated 21.02.2018, the petitioner was informed that the offered land could not be accepted as the lease deed was registered after the last date of submission of applications, i.e., 14.08.2017, and that only land held on or before that date would be considered. She was further asked to provide alternate land within 15 km of the advertised location, failing which her selection would be cancelled.

6. Pursuant to the aforesaid communication, the petitioner submitted representations dated 04.04.2018 and 08.06.2018, requesting for acceptance of the land offered at the time of FVC, highlighting that the said land met all other requirements under the Brochure.

7. Nevertheless, the respondent authorities, vide impugned letter dated 18.07.2018 (Annexure-8) cancelled the petitioner's



candidature on the ground that the lease deed for the land offered was executed after the cut-off date of submission of application i.e., 14.08.2017 and the petitioner further failed to provide alternate land as required.

8. The Learned counsel for the petitioner has submitted that the cancellation of the petitioner's candidature is illegal, arbitrary, and contrary to the express provisions of the Brochure. In particular, it is submitted that Paragraph 2(E) of the Brochure permits the applicant to offer alternate land for godown and showroom at the time of FVC. Furthermore, it is argued that the forfeiture of the entire security deposit of Rs. 20,000/- is without authority and violates Paragraph 26(B) of the Brochure, which provides for forfeiture of only 10% of the deposited amount in the event of cancellation of candidature.

9. Hence, it is prayed to set aside the cancellation letter dated 18.07.2018, reinstate the petitioner's candidature, and direct to the respondent / Corporation to refund of the forfeited



amount.

10. A counter affidavit was filed by the respondents BPCL. The Learned counsel for the respondents submitted that, on perusal of Annexure-8, it appears that after full consideration of the documents, the respondents had rejected the candidature of the petitioner.

11. For better appreciation of the case, the relevant part of the Annexure-8, is reproduced as follows:

“Upon receipt of FVC fee and set of documents, the FVC was carried out by FVC team. The accuracy of the details/ data given in the application form were verified during the field verification by FVC committee and the following information/detail is found to be at variance:-

(i) You have declared land for LPG godown and showroom at location Chand vide Khesra / Survey No.271 in the application form. But, during FVC it is found that this land is not in your possession and you have requested to consider the different land other than the land offered in the application form. This



land is a lease land which is taken for 15 years vide registered deed dated 09.01.2018 which after the last date of submission of application form i.e. 14.08.2017. Hence, the land offered for godown and showroom cannot be considered.

Further, you vide your letter dated 04.04.2018 have informed FVC Team that you do not have any other land in Chand Dist. Kaimur in your name or in the name of your family unit as on last date of submission of application i.e. on 14.08.2017.

In view of the above, your candidature is hereby rejected and the amount of FVC Fee of Rs.20,000/- deposited with the Corporation stands forfeited in line with clause no.26 of BROCHURE ON UNIFIED GUIDELINES FOR SELECTION OF LPG DISTRIBUTORS Sheheri Vitrak, Rurban Vitrak, Gramin Vitrak And Durgam Kshetriya Vitrak June 2017."

12. Further, the Learned counsel for the respondents submitted that the issue involved in the present case, i.e., the non-compliance by the



applicants with the terms and conditions of the advertisement, the brochure, and the requirement of documents as per the settled guidelines, has already been set at rest by a catena of decisions rendered by this Court. It was contended that, in view of such non-compliance, the candidature of the petitioner has been cancelled.

13. In support of the case of the respondent Corporation, the Learned counsel has relied on the following judgments of the Division Bench of this Court reported in (1) **2012 (2) PLJR 783 (M/s Indian Oil Corporation Limited Vs. Raj Kumar Jha & ors)**, and (2) order passed in **LPA No. 925 of 2012 (Mukesh Pandey Vs. The Hindustan Petroleum Corporation & Ors.)**.

14. The observations made by the Hon'ble Division Bench in **M/s Indian Oil Corporation Limited (supra)** are quoted hereinbelow:

“8. We are of the opinion that the Corporation being the State within the meaning of Article 12 of the Constitution is supposed to act fairly, reasonably and uniformly and has to be



objective in its approach. 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. In the present case, it is not in dispute that the application made by the writ petitioner was not in conformation with the requirements mentioned in the advertisement. In our opinion, the Corporation was justified in rejecting the application of the writ petitioner.

9. *The Learned Single Judge ought not to have interfered with the decision of the Corporation which was taken in consonance with the terms and conditions contained in the advertisement. Besides; may be, in the present case it was a mere typographical error. However, there might be a case of mischief or misrepresentation also. It is difficult to draw a line where an error ends and a mischief or misrepresentation*



begins. The best way to avoid discrimination is strict adherence to the standards mentioned in the advertisement. For the aforesaid reasons we hold that the Corporation was justified in rejecting the application of the writ petitioner. The Appeal is allowed. The impugned judgment and order dated 28th January, 2010 passed by the Learned Single Judge in CWJC No. 13196 of 2009 is set aside. CWJC No. 13196 is dismissed."

15. Heard the Learned counsel for the petitioner as well as the Learned counsel for the respondents.

16. In light of the legal proposition laid down in the aforesaid judgments, this Court is of the considered view that once a standard is set out in the advertisement, the Corporation is bound to adhere to the said standard without any variation. In case, if the Corporation permits any alteration, it would amount to a subjective approach, which has been disapproved by the Courts time and again. In the present case, the petitioner through her



application form, offered unsuitable land for LPG distributorship based on the selection criteria stipulated in the Unified Guidelines for Selection of LPG Distributors - June 2017, which was rightly rejected by the respondents.

17. Therefore, the petitioner cannot claim any right for consideration of her application. This Court finds no error or irregularity in the decision of the respondents in issuing rejection letter (Annexure-8) to the petitioner.

18. In view of the above discussion, the Writ petition is liable to be dismissed, as it is devoid of merits.

19. In result, Writ petition is dismissed.

20. Interlocutory Application(s), if any, shall stand disposed of

(G. Anupama Chakravarthy, J)

Spd/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	24.09.2025
Transmission Date	

