

**Court No. - 40**

**Case :-** WRIT - C No. - 169 of 2025

**Petitioner :-** Veer Bahadur Singh

**Respondent :-** Hindustan Petroleum Corporation Limited And 2 Others

**Counsel for Petitioner :-** Anshul Kumar Singhal

**Counsel for Respondent :-** Ajay Kumar Singh, Ashish Kumar Singh, Nishant Mehrotra

**Hon'ble Shekhar B. Saraf, J.**

**Hon'ble Vipin Chandra Dixit, J.**

1. Heard learned counsel appearing on behalf of the parties.
2. This is a writ petition under Article 226 of the Constitution of India wherein the petitioner is aggrieved by the rejection of his complaint dated 24.01.2024 filed with the respondent no.2 with regard to the illegal selection of the respondent no.3.
3. The facts of the case are that the respondent no.3 was chosen in draw of lots with respect to location no.1375 for retail outlet dealership. The main complaint of the petitioner is that the respondent no.3 had offered a leased property which did not comply with the mandatory provision laid down under Clause 4 (vi) (a) of the Brochure June, 2023 which reads as under:-

*"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 and 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. If the offered land is on Long-term lease and there are multiple owners, then lease deed should be executed by all co-owners of the offered plot. Incase lease deed is not executed by all co-owners' such lease deed shall be treated as invalid."*

4. Sri Anshul Kumar Singhal, learned counsel appearing on behalf of the petitioner has submitted that the lease deed was signed by only one of the co-owners while the other co-owners witnessed the lease deed. His further argument is that two lease deeds had been filed by the respondent no.3 dated 24.7.2023 and 18.9.2023. He submits that the subsequent deed was treated as the final lease deed. He submits that the subsequent deed was not an amendment of the first deed but was treated as such by the respondent no.2.

5. Sri Ashish Kumar Singh, learned counsel appearing on behalf of respondent no.3 has submitted that the purpose of the relevant clause is only to ensure no future litigation between the parties. He submits that since the other co-owners have signed as witnesses to the lease deeds, they had in effect concurred with the said lease deed, and in a manner of speaking, acted as confirming parties. He relies on the judgment of the Supreme Court in ***Poonam Verma and others Vs. Delhi Development Authority*** reported in **(2007) 13 SCC 154** (paras 26 to 28 of the judgment).

6. Learned counsel appearing on behalf of respondent nos.1 and 2 has also supported the learned counsel appearing on behalf of respondent no.3 and submitted that both the lease deeds that were provided were dated before the cut off date, and accordingly, they have accepted the subsequent deed.

7. Upon consideration of the submissions made by the learned counsel appearing on behalf of the parties and upon perusal of the materials on record, we are unable to digest the reasoning provided by the respondent no.2 while dealing with the complaint filed by the petitioner. No specific reason has been provided by the respondent no.2 as to why the second lease deed was to be accepted as the amended lease deed. Secondly, the respondent no.2 has stated that the co-owners having witnessed the lease deed would meet the dealer selection guidelines.

8. First of all, there is merit in the argument of the learned counsel for the petitioner that when an earlier lease deed was in existence, a second lease deed could not have been executed without cancelling the first lease deed. The second lease deed in fact does not speak of any amendment but is a fresh lease deed. This procedure by itself appears to be incorrect and against the principles established in law. Secondly, Clause 4 (vi) (a) of the Brochure is a mandatory provision and requires all the co-owners to execute the lease deed. Catena of judgments of this High Court have held this particular clause to be mandatory in nature. [See: *Rahul Singh Vs. Indian Oil Corporation Ltd. and others*, Neutral Citation No. - 2024:AHC:40545-DB, *Akshay Kumar Jaiswal Vs. Union of India and others*, Neutral Citation No. - 2024:AHC:107416-DB, *Abrar Qureshi Vs. Union of India and others*, Neutral Citation No. - 2025:AHC:42480-DB and *Rashmi Saroj Vs. Ministry of Petroleum and Natural Gas through its secretary A Wing Shashtri Bhawan and others*, Neutral Citation No. - 2024:AHC-LKO:69732-DB]. **The argument made by learned counsel appearing on behalf of respondent no.3 that other co-owners have witnessed the lease deed, and accordingly, had become confirming parties, is an argument in sophistry and is required to be rejected by us outright. There is a huge difference between executing a particular document and being a witness to the same document. The witness does not in any manner agree to the terms and conditions in the said lease deed while a person who executes the document agrees to the terms and conditions. In light of the same, co-owners witnessing a particular document would not amount to compliance of Clause 4 (vi) (a) of the Brochure that categorically requires execution by all the co-owners.**

9. The judgment cited by the learned counsel appearing on behalf of the respondent no.3 is in a different factual background, and accordingly, does not apply to the present facts and circumstances where the terms and conditions are specifically provided in the Brochure made available during the time of advertisement.

10. With the above observations, the impugned order dated 18.11.2024 is quashed and set aside and the writ petition is allowed. The authority is directed to cancel the allotment made to the respondent no.3 and carry out fresh draw of lots in accordance with law.

**Order Date :-** 1.4.2025

Kpy

(Vipin Chandra Dixit, J.) (Shekhar B. Saraf, J.)