HON'BLE MRS JUSTICE SUREPALLI NANDA

WRIT PETITION No.4444 OF 2019

ORDER:

Heard Sri P.Shashidhar Reddy, learned counsel appearing on behalf of the Petitioner and Sri P.Sri Harsha Reddy, learned Standing Counsel for Singareni Collieries, appearing on behalf of the Respondent Nos.1 to 3.

2. The petitioner approached the court seeking the

prayer as under:

".....to issue an appropriate Writ, Order or Direction more particularly one in the nature of a Writ of Mandamus declaring the proceedings issued by the Respondents vide RGI/GMO/MOC/534, dated 08/14.02.2019 as illegal, void, arbitrary and against the principle of natural justice and quash the same and consequently direct the respondents to release an amount of Rs.55.59 Lakhs along with FSD 5%, EMD and Security Deposit to the petitioner and pass such other order or orders as this Hon'ble Court may deem fit and proper in the circumstances of the case."

3. The case of the Petitioner, in brief, as per the

averments made in the affidavit filed by the Petitioner in

support of the present writ petition is as under :

a) It is the case of the petitioner that, in response to the Tender Enquiry notice issued by the Singareni Collieries Company Ltd., dated 02.01.2015, the petitioner had submitted his offer and after conducting due negotiations, the petitioner was duly awarded Transport contract for Transportation of Coal from Medapalli Opencast Project to Different CHPs, on weight basis for a period of two years by work Order No.7600005755 dated 02.01.2015. Thereafter an agreement bond dated 06.01.2015 was executed. Thereafter the petitioner transport commenced the transport work as per the understanding arrived at the time of negotiations, and successfully executed the transport work awarded to the petitioner transport company.

The petitioner Transport Company completed the above c) said work in terms of the work order No. 7600005755, dated 02.01.2015 without any remark and with utmost satisfaction of the respondents and the said contract was valid up to 01.01.2017. While the matter stood thus the 3rd Respondent issued a proceedings vide RGI/MOC/G-13/CT/1289, dated 03.05.2016 without issuing any notice and without giving any opportunity the petitioner. The petitioner to made representations to the Respondents vide dt.10.01.2019 and 15.02.2019 to refund the amount of Rs.55.59 Lakhs along with FSD 5%, EMD and Security Deposit and the same was received by the respondents on the same day i.e., 10.01.2019 and 15.02.2019. However, without considering the petitioner's

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representations dt.10.01.2019 and 15.02.2019 for refund of the amounts, the Respondent No.2 had passed impugned proceedings vide RGI/GMO/MOC/534, dated 08/14.02.2019 without issuing any notice basing on the earlier letter dated 03.05.2016 issued by the 3rd respondent on the ground that the petitioner breached the terms and conditions and due to nonsatisfactory performance of the contract for illegal diversion of coal and that coal to the tune of 2086.11 MT was less received at GDK 1 CHP during the period from January, 2016 to March, 2016 and that an amount of Rs.81,35,837/- is yet to be received from the petitioner. It is further the case of the petitioner that vide the impugned proceedings of the 2nd respondent dated 08/14-02-2019 the petitioner was called upon to deposit an amount of Rs.81,35,837/- immediately, an amount of Rs.20 Lakhs towards Penalty equivalent to twice the amount of the security deposit and further the petitioner was intimated that the petitioner would be black listed from participating in the SCCL Tenders for a period of two years.

d. The above said proceedings are clearly contrary to terms of the agreement and against principles of natural justice. Thus, aggrieved by the said proceedings dated 08/14.02.2019, the present Writ Petition is filed.

4. <u>PERUSED THE RECORD :</u>

A) The relevant portion of the order impugned dated 08/14.02.2019 issued by the 2nd Respondent bearing Ref.
No. RGI/GMO/MOC/534, dated 08/14.02.2019, reads as under :

"During the execution of the contract it was established that you have diverted 72 trips of coal to unknown destination.

For that you were informed vide letter referred 2nd above that an amount of Rs. 55.59 lakhs will be recovered towards diverted coal cost. Accordingly, the amount was recovered from your running bills against the said contract.

Further, it was also established that during the execution of the referred contract Coal to the tune of 2086.11 MT was less received at GDK.1 CHP during the period from January 2016 to March 2016. For this vide letter 3rd cited above you were informed that an amount of Rs. 81,35,837/- will be covered from you. The amount is yet to be recovered from you.

All the above acts of yours amount to breach of terms & conditions and non- satisfactory performance of the contract. Hence, the following action is proposed by invoking clauses A.4.1 and B.2, B.4.3 & B. 4.4 of the order/contract terms and conditions.

1. The following detailed amounts available with SCCL against this contract totalling to Rs.110.69 lakhs are forfeited.

i. ii. iii.	E.M.D converted as Security deposit FSD submitted by the contractor 5% retained amount from the running	Rs. Lakhs : 5.00 : 5.00
	Bills of the contract	: 100.69
	Total	: 110.69

- 2. You are advised to remit the amount of Rs.81,35,837/- immediately, as mentioned above.
- 3. You are advised to remit an amount of Rs.20 lakhs towards penalty equivalent to twice the amount of the Security Deposit.
- 4. You will be black listed from participating in the SCCL tenders for a period of 2 years."

B. <u>This court passed interim orders in I.A.No.1 of 2019,</u> dated 06.03.2019 in favour of the petitioner and the said interim order is existing as on date, relevant portion of

the said order is extracted as under:

"Prima facie reading of the order would show that the order was not passed preceded by a notice or opportunity whereas the order got civil and evil consequences.

Balance of convenience is in favour of the petitioner.

Hence, there shall be an interim suspension of proceedings dated 08/14.02.2019 in RGI/GMO/MOC/534"

C) <u>Counter affidavit has been filed by the Respondents,</u> and in particular, Para Nos. 12 and 14 of the said counter

affidavit read as under:

"12. It is reiterated that on 30th March, 2016 in 3rd shift, the Lorry No.AP 15TB 9099, after taking load of coal at Medapalli Opencast was sent to GDK 1, CHP at about 1.50 AM of 31.03.2016 and the above Lorry did not report enroute at Check Post/GDK-1 CHP. Thereafter, a

departmental vigilance enquiry was conducted and it is established that 72 coal loaded lorries worth of Rs.55.59 Lakhs were found diverted to destination other than GDK 1 CHP from January 2016 to March 2016.

14. It is reiterated that Clause-4.3 of the Purchase Order categorically stipulated that during the transportation of Coal, the Contractor's lorries shall ply only along the authorized route. If, any lorry is found with any quantity of Coal at any place, not falling within the authorized route, it shall be deemed to be violation of the contractual obligation on the part of the Contractor and the Company shall have a right to forfeit the Security Deposit. The Company shall also have right to impose further penalties equivalent to twice the amount of the Security Deposit. The Contractor shall also be liable to be blacklisted. It was also specifically stipulated that it shall not be a defense for the Contractor to plead that the lorry was taken in an unauthorized route due to the mistake or negligence of the Driver or cleaner or other employees appointed by the Contractor or due to the mistake or negligence of the third parties."

D. The relevant Technical and Commercial Terms and

Conditions entered in between the petitioner and the

respondent company in particular condition No.10, 4.3

and 4.4., reads as under:

10. Settlement of disputes:

"In all cases of disputes, the decision of the company shall be final. However, the dispute or difference of opinion arising between the SCCL, and the Contractor in respect of site plans, specifications, measurements, manner of execution or anything connected with the work, not specially provided for here under or in respect of meaning of any clause of the terms and conditions of the order shall be decided by 'CIVIL COURT of competent jurisdiction at Khammam district and Karimnagar district of Telangana State only and not by arbitration.

Commercial Terms and Conditions:

4.3. transportation the During the of Coal. contractor's Lorries shall ply only along the authorised route. If any lorry is found with any quantity of Coal at any place not falling within the authorised route, it shall be deemed to be violation of the contractual obligation on the part of the contractor and Company shall have a right to forfeit the Security Deposit. The Company shall also have right to impose further penalties equivalent to twice the amount of the Security Deposit. The contractor shall also be liable to be blacklisted. It shall not be a defense for the contractor to plead that the lorry was taken in an unauthorized route due to the mistake or negligence of the Driver or cleaner or other employees appointed by the contractor or due to the mistake or negligence of the third parties.

<u>4.4</u> Contractor, will be held responsible for plying the lorries in authorised routes and the above penalties can be imposed on the contractor not withstanding that he has no personal responsibility for the deviation from the authorised route. Apart from the above penalties, if any shortage of Coal are noticed when the Lorry is found following the deviated route, the cost of such coal shall be recovered from contractor's bills at market prices prevailing at the relevant time.

DISCUSSION AND CONCLUSION :

5. The specific grievance of the petitioner is that the petitioner made representations to the Respondents vide representations, dated 10.01.2019 and 15.02.2019 to refund the amount of Rs.55.59 Lakhs along with FSD 5%, EMD and Security Deposit and the same was received by the respondents on the

same day i.e., 10.01.2019 and 15.02.2019, however, the 2nd respondent without considering the petitioner's representations dated10.01.2019 and 15.02.2019 for refund of the amounts had passed impugned proceedings vide RGI/GMO/MOC/534, dated 08/14.02.2019 without issuing any notice to the petitioner, without providing an opportunity of personal hearing to the petitioner based on the earlier proceedings dated 03.05.2016 issued by the 3rd respondent on the ground that the petitioner breached the terms and conditions and due to non-satisfactory performance of the contract.

6. A bare perusal of the record indicates that even after the registration of the case, the respondent company issued work order to the petitioner dated 14.04.2016 for transportation of coal from MOCP to different linkages for a period of 3 months and said work is executed by the petitioner without any remarks, the same indicates that Petitioner had no complaints from any person. The order impugned dated 08/14-02-2019 of the 2nd respondent is silent and does not give any details pertaining to the actual loss incurred by the Respondent Corporation nor there is any discussion as to the basis for arriving at the said figure, as indicated vide the impugned order of the 2nd respondent, dated 08/14-02-2019. This Court opines that the order impugned

dated 08/14.02.2019 is bereft of reasons and does not through its reasoning justify the imposition of recovery of huge amounts from the petitioner and further blacklisting the petitioner in the SCCL tenders for a period of two years without issuing notice to the petitioner without providing an opportunity of personal hearing to the petitioner is ex-facie illegal, arbitrary, unreasonable malafide and in clear violation of principles of natural justice. It is too well settled a principle of law that orders which are quasi judicial in nature would have to be a reasoned order and that being conspicuous by its absence, this Court opines that the impugned order dated 08/14.02.2019 passed by the 2nd respondent warrants interference by this Court under the present circumstances.

7. The learned counsel appearing on behalf of respondents submits that, since the petitioner does not dispute the diversion of 72 coal loaded lorries worth of Rs.55.59 Lakhs other than GDK 1 CHP and that during the execution of the referred contract Coal to the tune of 2086.11 MT was less received at GDK.1 CHP during the period from January 2016 to March 2016 and that an amount of Rs. 81,35,837/- will be recovered from petitioner's pending bills hence, as per the condition No.4.3 and 4.4. of the Technical Terms and Conditions entered in between

the petitioner and the respondent company, there is no requirement of issuing any notice to the petitioner and the said amount could be recovered straightaway from the petitioner's pending bills since as per clause 4.3 the petitioner cannot plead any defence on his part hence, it is deemed that, the petitioner has violated the contractual obligation on the part of the contractor/petitioner and the Company shall have a right to forfeit the Security Deposit, and the Company shall also have right to impose further penalties equivalent to twice the amount of the Security Deposit.

8. This Court opines that the said plea's as put-forth by the learned counsel appearing on behalf of the respondents are not sustainable in view of the fact that, the same is in clear violation of the *audi alteram partem* principle since admittedly the fact as borne on record is that the petitioner had not been provided with an opportunity of personal hearing prior to the passing of the impugned order dated 08/14-02-2019 by the 2nd respondent.

a) <u>The Apex Court in the judgment reported in</u> (2009) 12 SCC 40 in "UMA NATH PANDEY & OTEHRS v. STATE OF UTTAR PRADESH & ANOTHER" at para Nos. 10 & <u>11 observed as under :</u>

"Para 10: The adherence to principles of natural justice as recognized by all civilized States is of supreme importance when a quasi-judicial body embarks on determining disputes between the parties, or any administrative action involving civil consequences is in issue. These principles are well settled. The first and foremost principle is what is commonly known as audi alteram partem rule. It says that no one should be condemned unheard. Notice is the best limb of this principle. It should apprise the party determinatively of the case he has to meet. Time given for the purpose should be adequate so as to enable him to make his representation. In the absence of a notice of the kind and such reasonable opportunity, the order passed becomes wholly vitiated. Thus, it is but essential that a party should be put on notice of the case before any adverse order is passed against him. This is one of the most important principles of natural justice. It is after all an approved rule of fair play. The concept has gained significance and shades with time. When the historic document was made at Runnymede in 1215, the first statutory recognition of this principle found its way into the "Manga Carta". The classic exposition of Sir Edward Coke of natural justice requires to "vocate, interrogate and adjudicate". In the celebrated case of Cooper v. Wandsworth Board of Works the principle was thus stated: (ER p.420). "Even God did not pass sentence upon Adam before he was called upon to make his defence. 'Adam' (says God), 'where art thou? hast thou not eaten of the tree whereof I commanded thee that thou shouldest not eat".

Since then the principle has been chiselled, honed and refined, enriching its content. Judicial treatment has added light and luminosity to the concept, like polishing of a diamond.

Para 11 : "Principles of natural justice are those rules which have been laid down by the courts as being the minimum protection of the rights of the individual against the arbitrary procedure that may be adopted by a judicial, quasi-judicial and administrative authority while making an order affecting those rights. These rules are intended to prevent such authority from doing injustice".

B) The Apex Court in the judgment reported in

(2023) 6 SCC 1 in State Bank of India & Ors., Vs. Rajesh

Agarwal & Ors., at para Nos. 85 & 86 observed as under :

85. Fairness in action requires that procedures which permit impairment of fundamental rights ought to be just, fair, and reasonable. The principles of natural justice have universal application and constitute an important facet of procedural propriety envisaged under Article 14. The rule of audi alteram partem is recognised as being a part of the guarantee contained in Article 14.A Constitution of this Court in Tulsiram Patel Bench has categorically held that violation of the principles of natural justice is a violation of Article 14. The Court held that any State action in breach of natural justice implicates a violation of Article 14: (SCC p. 476, para 95)

> "95. The principles of natural justice have thus come to be recognised as being a part of the guarantee contained in Article 14 because of the new and dynamic interpretation given by this Court to the concept of equality which is the subject-matter of that article. Shortly put the syllogism runs thus: violation of a rule of natural justice results in arbitrariness which is the same as discrimination: where discrimination is the result of State action, it is a violation of Article 14: therefore, violation of a principle of natural justice by a State action is a violation of Article 14. Article 14, however, is not the sole repository of the principles of natural justice. What it does is to guarantee that any lave or State action violating them will be struck down. The principles of natural justice, however, apply not only to legislation

and State action but also where any tribunal authority or body of men, not coming within the definition of State" in Article 12, is charged with the duty of deciding a matter In such a case, the principles of natural justice require that it must decide such matter fairly and impartially." (emphasis supplied)

86. In Cantonment Board v. Taramani Devi, a two Judge Bench of this Court held that the rule of audi alteram partem is a part of Article 14. Similarly, in DTC v. Mazdoor Congress, this Court observed that the rule of audi alteram partem enforces the equality clause in Article 14. Therefore, any administrative action which violates the rule of audi alteram partem is arbitrary and violative of Article 14."

C) In "CANTONMENT BOARD v. TARAMANI DEVI", reported in (1992) Supp (2) SCC page 501, a two-judge Bench of this Court held that the rule of audi alteram partem is a part of Article 14. Similarly, in "DTC v. MAZDOOR CONGRESS" reported in (1991) Supp (1) SCC 600, the Apex Court observed that the rule of audi alteram partem enforces the equality clause in Article 14. Therefore, any administrative action which violates the rule of audi alteram partem is arbitrary and violative of Article 14.

9. <u>The Apex Court in its Judgment reported in 1975 (1)</u> <u>SCC Page 75 in "Erusian Equipment and Chemicals Ltd. v.</u>

State of West Bengal", at paras 17 and 20 observed as under:

"17 ...The activities of the Government have a public element and, therefore, there should be fairness and equality. The State need not enter into any contract with anyone but if it does so, it must do so fairly without discrimination and without unfair procedure. Reputation is a part of a person's character and personality. Blacklisting tarnishes one's reputation.

20. Blacklisting has the effect of preventing a person from the privilege and advantage of entering into lawful relationship with the Government for purposes of gains. The fact that a disability is created by the order of blacklisting indicates that the relevant authority is to have an objective satisfaction. Fundamentals of fair play require that the person concerned should be given an opportunity to represent his case before he is put on the blacklist."

10. <u>The Apex Court in the Judgment reported in 1989 1</u> SCC Page 230 in "Raghunath Takur v. State of Bihar", at para 4, observed as under:

"4. Indisputably, no notice had been given to the appellant of the proposal of blacklisting the appellant. It was contended on behalf of the State Government that there was no requirement in the rule of giving any prior notice before blacklisting any person. Insofar as the contention that there is no requirement specifically of giving any notice is concerned, the respondent is right. But it is an implied principle of the rule of law that any order having civil consequence should be passed only after following the principles of natural justice. It has to be realised that blacklisting any person in respect of business ventures has civil consequence for the future business of the person concerned in any event. Even if the rules do not express so, it is an elementary principle of natural justice that parties affected by any order should have right of being heard and making representations against the order. In that view of the matter, the last portion of the order insofar as it directs blacklisting of the appellant in respect of future contracts, cannot be sustained in law. In the premises, that portion of the order directing that the appellant be placed in the blacklist in respect of future contracts under the Collector is set aside. So far as the cancellation of the bid of the appellant is concerned, that is not affected. This order will, however, not prevent the State Government or the appropriate authorities from taking any future steps for blacklisting the appellant if the Government is so entitled to do in accordance with law i.e. after giving the appellant notice due and an opportunity of making representation. After hearing the appellant, the State Government will be at liberty to pass any order

in accordance with law indicating the reasons therefor. We, however, make it quite clear that we are not expressing any opinion on the correctness of otherwise of the allegations made against the appellant. The appeal is thus disposed of."

11. <u>The Apex Court in the Judgment reported in (2014)</u> <u>9 SCC Page 105 in "Gorkha Security Services v.</u> <u>Government (NCT of Delhi) and others", at paras 16 and</u> 34, observed as under:

"16. It is a common case of the parties that the blacklisting has to be preceded by a show-cause notice. Law in this regard is firmly grounded and does not even demand much amplification. The necessity of compliance with the principles of natural justice by giving the opportunity to the person against whom action of blacklisting is sought to be taken has a valid and solid rationale behind it. With civil and/or blacklisting, many evil consequences follow. It is described as "civil death" of a person who is foisted with the order of blacklisting. Such an order is stigmatic in nature and debars such a person from participating in government tenders which means precluding him from the award of government contracts."

34. For the aforesaid reasons, we are of the view that the impugned judgment of the High Court does

not decide the issue in the correct perspective. The impugned Order dated 11.09.2013 passed by the respondents blacklisting the appellant without giving the appellant notice thereto, is contrary to the principles of natural justice as it was not specifically proposed and, therefore, there was no show-cause notice given to this effect before taking action of blacklisting against the appellant. We, therefore, set aside and quash the impugned action of blacklisting the appellant. The appeals are allowed to this extent. However, we make it clear that it would be open to the respondents to take any action in this behalf after complying with the necessary procedural formalities delineated above. No costs."

12. This Court opines that the order impugned dated 08/14.02.2019 is bereft of reasons and does not through its reasoning justify the imposition of recovery of huge amounts from the petitioner and further black listing the petitioner in the SCCL tenders for a period of two years, is also unreasonable, and is contrary to the doctrine of proportionality as well.

A) In the judgment of the Apex Court in Omkumar v Union of India reported in 2001 (2) SCC 386, the Court after considering the Wednesbury principles and the doctrine of proportionality, has observed and held that the

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question of guantum of punishment in disciplinary matters is primarily for the disciplinary authority and the jurisdiction of the High Courts under Article 226 of the Constitution or of the Administrative Tribunals is limited and is confined to the applicability of one or other of the well-known principles known as 'Wednesbury principles'. In the Wednesbury case, (1948) 1 KB 223, it was observed that when a statute gave discretion to an administrator to take a decision, the scope of judicial review would remain limited. Lord Greene further said that interference was not permissible unless one or the other of the following conditions was satisfied, namely, the order was contrary to law, or relevant factors were not considered, or irrelevant factors were considered, or the decision was one which no reasonable person could have taken.

B) In the case of B.C.Chaturvedi v Union of India reported in 1995(6) SCC 749 it was observed and held at para No.18 as under:

"18. A review of the above legal position would establish that the disciplinary authority, and on appeal the appellate authority, being fact- finding authorities have exclusive power to consider the evidence with a view to maintain

discipline. They are invested with the discretion to impose appropriate punishment keeping in view the magnitude or gravity of the misconduct. The High Court/Tribunal, while exercising the power of judicial review, cannot normally substitute its own conclusion on penalty and impose some other penalty. If the punishment imposed by the disciplinary authority or the appellate authority shocks the conscience of the High Court/Tribunal, it would appropriately mould the relief, either directing the disciplinary/appellate authority to reconsider the penalty imposed, or to shorten the litigation, it may itself, in exceptional and rare cases, impose appropriate punishment with cogent reasons in support thereof."

C) In the case of Lucknow Kshetriya Gramin Bank (Now Allahabad, Uttar Pradesh Gramin Bank) v Rajendra Singh reported in 2013 (12) SCC 372 at para No.19, observed as under:

"19. The principles discussed above can be summed up and summarised as follows:

19.1. When charge(s) of misconduct is proved in an enquiry the quantum of punishment to be imposed in a particular case is essentially the domain of the departmental authorities.

19.2. The courts cannot assume the function of disciplinary/departmental authorities and to decide the quantum of punishment and nature of penalty to be

awarded, as this function is exclusively within the jurisdiction of the competent authority.

19.3. Limited judicial review is available to interfere with the punishment imposed by the disciplinary authority, only in cases where such penalty is found to be shocking to the conscience of the court.

19.4. Even in such a case when the punishment is set aside as shockingly disproportionate to the nature of charges framed against the delinquent employee, the appropriate course of action is to remit the matter back to the disciplinary authority or the appellate authority with direction to pass appropriate order of penalty. The court by itself cannot mandate as to what should be the penalty in such a case.

This Court opines that the present case falls under 19.3 and 19.4 extracted above.

D) The Apex Court in a judgment reported in (2007) 4
SCC 699 in Coimbatore District Central Co-operative Bank
Vs. Coimbatore District Central Co-operative Bank
Employees Association explained the concept of
proportionality in the following manner :

'proportionality' is a principle where the Court is concerned with the process, method or manner in which the decision-maker has ordered his priorities, reached a conclusion or arrived at a decision. The very essence of the decision-making consists in the attribution of relative importance to the factors and considerations in the case. The doctrine of proportionality thus steps in focus true nature of exercise – the elaboration of a Rule of permissible priorities. De Smith states that 'proportionality' involves 'balancing test' and 'necessity test'. Whereas the former (balancing test) permits scrutiny of excessive onerous penalties or infringement of rights or interests and a manifest imbalance of relevant considerations, the latter (necessity test) requires infringement of human rights to the least restrictive alternative'.

13. Taking into consideration

i) The aforesaid facts and circumstances of the case,

ii) The observations of the Apex Court in the judgments (referred to and extracted above),

 iii) Duly considering the averments made at para Nos.12 and 14 of the counter affidavit filed on behalf of Respondents (referred to and extracted above),

iv) Duly taking note of the fact as borne on record that there is no justification nor any reasoning in the order impugned dated 08/14.02.2019 passed by the 2nd Respondent herein,

 v) Applying principle of doctrine of proportionality to the facts of the present case, and vi) In the light of the discussion and conclusion as arrived at as above.

vii) without going into the merits of the rival contentions put-forth by the learned counsel for the Petitioner and learned counsel appearing on behalf of Respondents and duly considering the interim orders passed by this Court dated 06.03.2019 which are in existence as on date,

the writ petition is allowed, the order impugned dated 08/14.02.2019 issued by the 2nd Respondent is set aside and the matter is remitted back to the 2nd Respondent. The 2nd Respondent is directed to reconsider the subject issue objectively and uninfluenced by its earlier decision dated 08/14.02.2019, issued against the petitioner and re-examine the whole issue afresh again and pass appropriate orders, in accordance to law, in conformity with principles of natural justice, duly taking into consideration the observations of the Apex Court in the judgment (referred to and extracted above) within a period of four (04) weeks from the date of receipt of the copy of the order and duly communicate its decision to the Petitioner. However, there shall be no order as to costs. Miscellaneous petitions, if any, pending in this Writ Petition, shall stand closed.

MRS JUSTICE SUREPALLI NANDA

Dated 01.07.2024 ksl.