

IN THE HIGH COURT OF TELANGANA AT HYDERABAD**W.P. No. 30172 of 2023****Between:**

M/s J.Singh Associates

... Petitioner

And

M/s Punjab National Bank

... Respondent

JUDGMENT PRONOUNCED ON: 21.12.2023**THE HON'BLE MRS JUSTICE SUREPALLI NANDA**

1. Whether Reporters of Local newspapers : Yes
may be allowed to see the Judgment?
2. Whether the copies of judgment may be
marked to Law Reporters/Journals? : Yes
3. Whether Their Lordships wish to
see the fair copy of the Judgment? : Yes

SUREPALLI NANDA, J

THE HON'BLE MRS JUSTICE SUREPALLI NANDA

W.P. No. 30172 of 2023

% 21.12.2023

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... Respondent

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> Head Note:

!Counsel for the Petitioners: Mr P.Pratap

^ counsel for Respondent: Mr N.V.Subba Raju

? Cases Referred:

1. (2009) 12 SCC 40 (2)
2. (2010) 9 SCC 496
3. 1989 AIR 1607 (4)
4. 2012, Volume 12, SCC (5)
5. (2021) 6 SCC 771
6. 1998 (8) SCC 1
7. (2023) 2 SCC 703
8. 2021 SCC online SC 801

HON'BLE MRS JUSTICE SUREPALLI NANDA**W.P. No. 30172 of 2023****ORDER:**

Heard Mr. P.Pratap, learned counsel appearing on behalf of the petitioner and Mr. N.V. Subba Raju, the learned counsel appearing on behalf of the respondent Bank.

2. Petitioner approached the Court seeking prayer as under:

To issue a writ or order or direction, more particularly one in the nature of writ of Mandamus, declaring the action of the respondent in terminating the ASM awarded to the petitioner vide letter dated 21.02.2022 through the impugned order dated 30.05.2023, without issuing any notice and without assigning any reasons therefore, as highly illegal, arbitrary and unconstitutional being violative of principles of natural justice and principles of promissory estoppel and doctrine of legitimate expectation and consequently direct the respondent bank to allow the petitioner to continue the audit services under the ASM awarded by the respondent under letter dated 21.02.2022.

3. Case of the Petitioner as per the averments made in the affidavit filed in support of the Writ Petition is as under :-

The Petitioner is a firm of Chartered Accountants and the Respondent Bank engaged the services of the Petitioner's firm for the purpose of monitoring and auditing as their authorized agency for Specialized Monitoring of a Loan Account availed by M/s. Soma Indus, Varanasi, Aurangabad, Toll Ways Private Limited, and the Respondent Bank issued the appointment letter dated 21.02.2022 engaging the Petitioner as ASM with effect from 01.10.2021 on certain terms and conditions for a period of 3 years which would end on 30.09.2024. It is further the case of the Petitioner that the Respondent Bank after engaging the services of the Petitioner Firm for almost one year six months terminated Petitioner's appointment as ASM w.e.f., 01.01.2023, without assigning any reasons, without issuing any prior notice to the Petitioner in clear violation of principles of natural justice vide the impugned proceedings dt. 30.05.2023 of the Respondent Bank with retrospective effect. Aggrieved by the same the Petitioner filed the present Writ Petition.

PERUSED THE RECORD :

4. The order impugned dated 30.05.2023 of the respondents addressed to the petitioner, reads as under:

“Reg: Termination of ASM M/s J Singh & Associates in account – M/s Soma Indus Varanasi Aurangabad Tollway Pvt. Ltd., LCB, Hyderabad.

Please refer to our appointment letter dated 2102.2022, wherein M/s J. Singh and Associates has been appointed as ASM in the account, M/s Soma Indus Varanasi Aurangabad Tollway Pvt. Ltd. During annual review of ASM, competent authority of Bank has terminated the appointed w.e.f. 01.01.2023. You are requested to note the same.

5. Clause 6 of the General Terms and Conditions of Engagement, reads as under:

““6. At any point of time, if Bank feels that the ASM is not properly monitoring the account and the purpose of appointment is not being served, it can terminate the services of ASM without giving any reason. The engagement may be terminated by either party at any time, with or without cause, by giving written notice to the other party of not less than thirty (30) days. Fee shall be paid proportionately for the period of assignment and actual period of work.

6. Clause 3 of the Appendix 3 of the General Terms and Conditions which form an integral part of engagement letter issued to the Petitioner dt. 21.02.2022 pertaining to TERM, reads as under :

“3.TERM

The engagement will come into effect at the moment the ASM confirms the Engagement Letter in writing. Unless terminated sooner in accordance with the terms of the Engagement Letter, the engagement shall terminate on the completion of the services:

The engagement may be terminated by either party at any time, with or without cause, by giving written notice to the other party of not less than thirty (30) days before the effective date of termination; provided that, in the event of a termination for cause, the party in breach shall have the right to cure the breach within the notice period.

7. The Letter of the Petitioner dated 30.05.2023 addressed to the Respondent Bank, reads as under:

“Please provide us clarification regarding the recent cancellation of our audit assignment, which was originally scheduled to continue until 30th September 2024.

As you are aware, our audit team has diligently worked towards the completion of the audit report for the quarter ending in March 2023 (Q4-2223). In February

2023, we conducted comprehensive assessments on-site, ensuring meticulous attention to detail. Additionally, we are in the process of auditing the current quarter (Q1-2324), which is nearing its two-thirds completion. During this period, we have corresponded with your team via email on three separate occasions, specifically on 26th April 2023, 15th May 2023, and 27th May 2023. For your convenience, copies of these correspondences have been enclosed with this email.

In our previous correspondences, we had requested specific details essential for the timely submission of our audit reports. Regrettably, we have not received any response from your end, leaving us without the necessary information to conclude our assignment as per the agreed schedule. Consequently, we were taken aback by the sudden cancellation of our assignment, without any accompanying explanation.

Given that our appointment was initially agreed upon for a three-year period, commencing from 1st October 2021, as stated in the letter dated 21st February 2022, the decision to terminate our services midway through the audit period, retroactively from 1st January 2023, as outlined in your letter dated 30th May 2023, raises significant concerns on our part. Our organization prides itself on upholding transparent and collaborative relationships with our clients, and it is in this spirit that

we humbly seek your clarification regarding the reasons behind the cancellation.

We kindly request you to provide us with a detailed explanation for the cancellation of our assignment retrospectively before 5 months, taking into careful consideration the points highlighted in this email.

Your prompt response to this matter would be greatly appreciated.

Thank you for your attention to this pressing issue. We remain firmly committed to maintaining a positive and professional relationship with your esteemed institution, and we eagerly await your timely response.

8. Counter affidavit filed by Respondent No.3 Bank and in particular, paras 6, 8, 12 and 18, read as under:

“6. Further if at any point of time, the respondent feels that the ASM is not properly monitoring the account and the purpose of appointment is not being served it can terminate the services of ASM i.e, the Petitioner herein without giving any reason. Further, in case of any dispute, the decision of the Bank utilizing the services of the ASM shall be final and binding. It was also agreed that the approval is for a period of 3 years subject to the review once in a year as per Bank guidelines. Further, the Petitioner has to execute a valid contract agreement with the Respondent for utilizing their services, and also confidentiality and non-disclosure agreement.

8. I submit that, during the said period of appointment, the Petitioner has failed to submit the audit reports within the timelines as agreed under the Appointment Letter. It is pertinent to mention herein that ASM is appointed for monitoring the account in case of large credit exposure and in the present case, and to look into / track aspects like government notifications which may have material impact on borrower company, conduct physical inspection of the project at regular intervals, determine progress and appropriateness of related transactions viz., payments made to contractors and sub-contractors, vendors, orders placed and commercials thereof, periodical review of invoices, monitoring actual operations, monitoring status of borrowing with member bank, conduct of accounts, cash inflow, outflow, etc., among various other aspects.

12. I submit that, since after taking decision to discontinue of contractual service of Petitioner, Bank was required to appoint new ASM for audit work, the Respondent Bank has called for new service providers for appointment as ASM and accordingly, has appointed M/s Raj Niranjana Associates as ASM vide appointment letter dated 06-10-2023 w.e.f. from 01-01-2023.

18. In reply to para nos. 14 to 19, I submit that the contentions of the Petitioner are false and denied in toto. It is reiterated that the review is annual from the date of appointment and not from the date of scope of work. The scope of work has been included from Oct, 2021

i.e., retrospectively through the appointment was in February, 2022 and hence the annual review would be in February, 2023. Further, even without review, since the Petitioner has not executed any valid legally binding agreements nor has submitted the performance guarantee and petitioner always shown their delay tactics in submission of audit report on periodic basis, the Respondent Bank has absolute discretion to terminate the contractual services and appoint a new ASM to safeguard the commercial interest of the bank. The reasons like delay in timely submission of audit report for the termination were known to petitioner and it was further duly replied to the Petitioner in reply to its legal notice and despite the same, the Petitioner without there being any binding agreement claims alleged contractual rights at its convenience. I further submit that relationship between the Petitioner and Respondent are contractual in nature with question of facts and hence the writ petition is not maintainable. Further the petitioner cannot invoke their commercial interest of providing service before Hon'ble High court in absence any binding contract.

9. The learned counsel appearing on behalf of the Petitioner mainly putsforth the following submissions :

a) The order impugned dated 30.05.2023 of the Respondent Bank is in clear violation of principles of natural justice.

b) The Respondent Bank has violated the provisions contained in Clause 6 of the engagement letter read with Clause 3 of the General Terms and Conditions contained in Appendix 3 annexed to the engagement letter dt. 21.02.2022 issued to the Petitioner.

c) The order impugned dated 30.05.2023 does not assign a single reason for terminating the appointment of the Petitioner w.e.f., 01.01.2023.

d) The Respondent Bank did not consider the Petitioner's representation dated 30.05.2023 seeking detailed explanation for cancellation of Petitioner's assignment retrospectively.

14. The learned counsel appearing on behalf of the Petitioner placed reliance on the judgment of the Apex Court reported in (2023) 2 SCC 703 in M.P.Power Management Company Limited, Jabalpur Vs. Sky Power South East Solar India Private Limited & Others and in particular placed reliance

in paras 82 – 82.3 – 82.5 – 82.10 – 82.11 – 82.15 and contended that the order impugned dt.30.05.2023 of the Respondent Bank is wholly unreasonable decision with total non-application of mind, without due regard to the rights of the Petitioner and the same indicates clear arbitrary action which warrants interference under Article 226 of Constitution of India and therefore the Writ Petition should be allowed as prayed for.

10. The learned counsel appearing on behalf of the 3rd Respondent placing reliance on the counter affidavit filed by the Respondent Bank mainly puts forth the following submissions :

a) The Petitioner has not executed any valid legally binding agreement as stipulated under Clause 22 of the General Terms and Conditions of the Engagement which clearly stipulates that before commencement of the assignment the Petitioner has to execute the Agreement with the Bank and therefore the contract with the Petitioner is not a concluded contract and hence the Respondent Bank has absolute discretion to terminate the contractual services of the Petitioner and appoint a new ASN to safe guard the commercial interest of

the Bank. In the absence of any binding Agreement on Stamp paper which was required to be executed by the Petitioner, the Petitioner is not entitled to invoke Petitioner's contractual right without submitting duly executed Agreement.

b) The Petitioner always adopted delayed tactics in submission of Audit Report on period basis.

c) Writ jurisdiction cannot be invoked in contractual matter against the respondent Bank.

d) The Respondent Bank had appointed M/s. Raj Niranjana Associates as ASM vide appointment letter dt. 06.10.2023 w.e.f., 01.01.2023 after taking a decision to discontinue contractual service of the Petitioner in the annual review undertaken by the Respondent Bank.

11. The Learned Counsel for the Respondent Bank placed reliance on the judgment of the Apex Court dated 19.05.2023 reported in (2023) Livelaw (SC) 467 in Tata Motors Limited Vs. The Brihan Mumbai Electric Supply and Transport Undertaking (BEST) & Others and contends that the present writ petition needs to be dismissed since no judicial review in commercial

matters is permissible unless a case of arbitrariness, bias or irrationality is made out.

DISCUSSION AND CONCLUSION

12. A bare perusal of Clause No.6 of the General Terms and Conditions of the Engagement (referred to and extracted above) which also forms part and parcel of the appointment letter dated 21.02.2022 engaging the Petitioner as ASM w.e.f., 01.10.2021 on certain terms and conditions for a period of 3 years which would end on 30.09.2024 clearly indicates that engagement may be terminated by either party at any time with or without cause by giving written notice to the other party of not less than 30 days.

13. A bare perusal of paragraph No.3 pertaining to TERM of Appendix 3 attached to the appointment letter (referred to and extracted above) indicates that engagement may be terminated by either party at any time with or without cause by giving written notice to the other party of not less than 30 days before the effective date of termination, provided that in the event

of termination for cause the party in breach shall have the right to cure breach within the notice period.

14. This Court opines that the order impugned dt.30.05.2023 of the Respondent Bank is in clear violation of Clause 6 of the Engagement letter issued to the Petitioner dated 21.02.2022 and also Clause 3 of the General Terms and Conditions contained in Appendix 3 annexed to the Engagement Letter issued to the Petitioner dt. 21.02.2022. A bare perusal of the material on record also indicates that letter dated 30.05.2023 and 01.06.2023 had been addressed to the Respondent herein seeking clarification on the termination of the audit assignment so as to enable the Petitioner to cure the defect as provided in Paragraph 3 of the Appendix III attached to the Appointment Letter dated 21.02.2022 issued to the Petitioner, but however, Petitioner did not get any clarification to cure the said breach.

15. This Court opines that the plea of the Respondent Bank that the Petitioner is not entitled to invoke the Petitioner's contractual right since the Petitioner did not submit a duly executed Agreement is not tenable in

view of the averments made in para 10 of the counter affidavit filed by the Respondent Bank which clearly indicate a clear admission by Respondent Bank that the Petitioner herein commenced the audit work soon after the acceptance of the appointment letter though the Petitioner did not execute the binding Agreement and the Respondent Bank was paying fees for audit work by the Petitioner and admittedly the Petitioner's audit work commenced on 21.02.2022 soon after the acceptance of the engagement/appointment letter dt. 21.02.2022 issued by the Respondent Bank to the Petitioner herein.

16. This court opines that the Respondent Bank not only violated Clause 6 of the Engagement Letter read with Clause 3 of General Terms and Conditions contained in Appendix 3 annexed to the Engagement Letter but also acted in clear violation of principles of natural justice in passing the order impugned dated 30.05.2023 which is not only illegal and arbitrary but also a cryptic order passed without assigning a single reason.

17. In so far as principles of natural justice are concerned, the Apex Court in the judgment dated 16.03.2009 in Umanath Pandey & Others vs. State of Uttar Pradesh & Another reported in (2009) 12 SCC 40 at paras 10 & 11 observed as under :

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 must be precise and unambiguous. 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 "Magna Carta". The classic exposition of Sir Edward Coke of natural justice requires to "vacate, interrogate and adjudicate". In the celebrated case of *Cooper v. Wandsworth Board of Works* the principle was thus stated: (ER p. 420).

"Even God himself 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".

18. In so far as Assigning reasons to ensure fairness in decision making is concerned, the Apex Court in judgment reported in (2010) 9 SCC 496 in *Kranti*

**Associates (Private Limited) vs. Masood Ahmed Khan at
para 47 formulated certain principles set out as under :**

“47 a. In India the judicial trend has always been to record reasons, even in administrative decisions, if such decisions affect anyone prejudicially.

b. A quasi-judicial authority must record reasons in support of its conclusions.

c. Insistence on recording of reasons is meant to serve the wider principle of justice that justice must not only be done it must also appear to be done as well.

d. Recording of reasons also operates as a valid restraint on any possible arbitrary exercise of judicial and quasi-judicial or even administrative power.

e. Reasons reassure that discretion has been exercised by the decision maker on relevant grounds and by disregarding extraneous considerations.

f. Reasons have virtually become as indispensable a component of a decision making process as observing principles of natural justice by judicial, quasi-judicial and even by administrative bodies.

g. Reasons facilitate the process of judicial review by superior Courts.

h. The ongoing judicial trend in all countries committed to rule of law and constitutional governance is in favour of reasoned decisions based on relevant facts. This is virtually the life blood of judicial decision making justifying the principle that reason is the soul of justice.

i. Judicial or even quasi-judicial opinions these days can be as different as the judges and authorities who deliver them. All these decisions serve one common purpose which is to demonstrate by reason that the relevant

factors have been objectively considered. This is important for sustaining the litigants' faith in the justice delivery system.

j. Insistence on reason is a requirement for both judicial accountability and transparency.

k. If a Judge or a quasi-judicial authority is not candid enough about his/her decision making process then it is impossible to know whether the person deciding is faithful to the doctrine of precedent or to principles of incrementalism.

l. Reasons in support of decisions must be cogent, clear and succinct. A pretence of reasons or 'rubber-stamp reasons' is not to be equated with a valid decision making process.

m. It cannot be doubted that transparency is the sine qua non of restraint on abuse of judicial powers. Transparency in decision making not only makes the judges and decision makers less prone to errors but also makes them subject to broader scrutiny. (See David Shapiro in *Defence of Judicial Candor* (1987) 100 *Harvard Law Review* 731-737).

n. Since the requirement to record reasons emanates from the broad doctrine of fairness in decision making, the said requirement is now virtually a component of human rights and was considered part of Strasbourg Jurisprudence. See (1994) 19 EHRR 553, at 562 para 29 and *Anya vs. University of Oxford*, 2001 EWCA Civ 405, wherein the Court referred to Article 6 of European Convention of Human Rights which requires, "adequate and intelligent reasons must be given for judicial decisions".

o. In all common law jurisdictions judgments play a vital role in setting up precedents for the future. Therefore, for development of law, requirement of giving reasons for the decision is of the essence and is virtually a part of "Due Process".

19. In so far as the maintainability of the writ petition is concerned against the respondent herein bank, this Court opines that the writ petition is maintainable as per the view taken by the Apex Court in the judgments given below.

20. The Apex Court in the judgment dated 21.04.1989 in ANANDI MUKTA SADGURU SHREE MUKTA v. V.R.RUDANI AND OTHERS”, reported in 1989 AIR 1607, in observed at para Nos. 6, 8 and 9 of the said Judgment, as under:

“(6) Article 226 confers wide powers on the High Court to issue writs in the nature of prerogative writs. Under Article 226, writs can be issued to “any person or authority”. It can be issued “for the enforcement of any of the fundamental rights and for any other purpose.

(8) The words “any person or authority” used in Article 226 are not to be confined only to statutory authorities and instrumentalities of the State. They may cover any other person or body performing public duty. The form of the body concerned is not very much relevant. What is relevant is the nature of the duty imposed on the body. The duty must be judged in the light of positive obligation owed by the person or authority to the affected party, no matter by what means the duty is imposed. If a positive obligation exists mandamus cannot be denied.

(9) Mandamus cannot be denied on the ground that the duty to be enforced is not imposed by the statute.”

21. The Apex Court in the Judgment of “RAMESH AHLUWALIA v. STATE OF PUNJAB AND OTHERS”, dated 13.09.2012 reported in 2012, Volume 12, SCC, page 331, wherein in the relevant paras 20 and 22 observed as under:

“20. The terms “authority” used in Article 226, in the context, must receive a liberal meaning unlike the terms in Article 12. Article 12 is relevant only for the purpose of enforcement of fundamental rights under Article 32. Article 226 confers power on the High Courts to issue writs for enforcement of the fundamental rights as well as non-fundamental rights. The words “any person or authority” used in Article 226 are, therefore, not to be confined only to statutory authorities and instrumentalities of the State. They may cover any other person or body performing public duty. The form of the body concerned is not very much relevant. What is relevant is the nature of the duty imposed on the body. The duty must be judged in the light of positive obligation owed by the person or authority to the affected party. No matter by what means the duty is imposed, if a positive obligation exists mandamus cannot be denied.

22. Here again we may point out that mandamus cannot be denied on the ground that the duty to be enforced is not imposed by the statute. Commenting on the development of this law, Professor de Smith states: “To be enforceable by mandamus a public duty does not necessarily have to be one imposed by statute. It may be sufficient for the duty to have been imposed by charter, common law, custom or even contract.” We share this view. The judicial control over the fast expanding maze of bodies affecting the rights of the people should not be put into watertight

compartment. It should remain flexible to meet the requirements of variable circumstances. Mandamus is a very wide remedy which must be easily available “to reach injustice wherever it is found”. Technicalities should not come in the way of granting that relief under Article 226. We, therefore, reject the contention urged for the appellants on the maintainability of the writ petition.” The aforesaid observations have been repeated and reiterated in numerous judgments of this Court including the judgment in Unni Krishnan and Zee Telefilms Ltd.(supra), brought to our notice by the learned counsel for the Appellant Mr.Parikh.

22. The Apex Court in a judgement dated 20.04.2021, reported in (2021) 6 SCC 771 in M/s. Radhakrishnan Industries vs. State of Himachal Pradesh referring to Whrilpool Corporation vs. Registrar of Trade Marks reported in 1998 (8) SCC 1 at para 15 and further the said view being reiterated by a Full Bench of the Apex Court (Three Judges) in a judgment reported in 2021 SCC online SC page 801 in Magadh Sugar and Energy Limited v State of Bihar and others dated 24.09.2021, observed as under:

“The principles of law which emerge are that

(i) The power under Article 226 of the Constitution to issue writs can be exercised not

only for the enforcement of fundamental rights, but for any other purpose as well;

(ii) The High Court has the discretion not to entertain a writ petition. One of the restrictions placed on the power of the High Court is where an effective alternate remedy is available to the aggrieved person;

(iii) Exceptions to the rule of alternate remedy arise where (a) the writ petition has been filed for the enforcement of a fundamental right protected by Part III of the Constitution; (b) there has been a violation of the principles of natural justice; (c) the order or proceedings are wholly without jurisdiction; or (d) the vires of a legislation is challenged;

(iv) An alternate remedy by itself does not divest the High Court of its powers under Article 226 of the Constitution in an appropriate case though ordinarily, a writ petition should not be entertained when an efficacious alternate remedy is provided by law;

(v) When a right is created by a statute, which itself prescribes the remedy or procedure for enforcing the right or liability, resort must be had to that particular statutory remedy before invoking the discretionary remedy under Article 226 of the Constitution. This rule of exhaustion of

statutory remedies is a rule of policy, convenience and discretion; and

(vi) In cases where there are disputed questions of fact, the High Court may decide to decline jurisdiction in a writ petition. However, if the High Court is objectively of the view that the nature of the controversy requires the exercise of its writ jurisdiction, such a view would not readily be interfered with.

23. The Apex Court in judgment reported in 2023(2) SCC page 703 in M.P.Power Management Company Limited, Jabalpur v Sky Power Southeast Solar India Private Limited and others at para 82.1 and 82.3 of the said judgment held that if action/inaction of State is *prima facie* arbitrary writ petition would be maintainable even if the action of the State is in relation to a non-statutory contract.

24. Taking into consideration the aforesaid facts and circumstances of the case and the discussion and conclusion as arrived at as above and duly taking into consideration the view taken by the Apex Court in the judgements (1) judgment dated 16.03.2009 in Umanath Pandey & Others vs. State of Uttar Pradesh & Another

reported in (2009) 12 SCC 40 (2) judgment reported in (2010) 9 SCC 496 in Kranti Associates (Private Limited) vs. Masood Ahmed Khan(3) judgment dated 21.04.1989 in ANANDI MUKTA SADGURU SHREE MUKTA v. V.R.RUDANI AND OTHERS”, reported in 1989 AIR 1607 (4) Judgment of “RAMESH AHLUWALIA v. STATE OF PUNJAB AND OTHERS”, dated 13.09.2012 reported in 2012, Volume 12, SCC (5) judgement dated 20.04.2021, reported in (2021) 6 SCC 771 in M/s. Radhakrishnan Industries vs. State of Himachal Pradesh referring to Whrilpool Corporation vs. Registrar of Trade Marks reported in 1998 (8) SCC 1 and the Full Bench judgment of the Apex Court reported in 2021 SCC online SC page 801 in Magadh Sugar and Energy Limited v State of Bihar and others dated 24.09.2021 (referred to and extracted above) and also the (6) judgment of the Apex Court reported in (2023) 2 SCC 703 in M.P.Power Management Company Ltd., Jabalpur Vs. Sky Power South East Solar India Pvt., Ltd., and others, the Writ Petition is allowed as prayed for. However, there shall be no order as to costs.

Miscellaneous petitions, if any, pending shall stand closed.

SUREPALLI NANDA, J

Dated: 21.12.2023

Note: L.R. copy to be marked
b/o kvrm