

IN THE HIGH COURT OF TELANGANA AT HYDERABAD

WRIT PETITION No.7144 OF 2023

Between:

M/s Radhika Logistics

... Petitioner

And

Union of India and others

... Respondents

JUDGMENT PRONOUNCED ON: 03.06.2024

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 : Yes
marked to Law Reporters/Journals?
3. Whether Their Lordships wish to : Yes
see the fair copy of the Judgment?

SUREPALLI NANDA, J

IN THE HIGH COURT OF TELANGANA AT HYDERABAD**WRIT PETITION No.7144 OF 2023**

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Between:

M/s Radhika Logistics

... **Petitioner**

And

\$ Union of India & others

... **Respondents**

< **Gist:**

> **Head Note:**

! Counsel for the Petitioners : Mr T.Bala Mohan Reddy

^ Counsel for the Respondent Nos.1: Sri Gadi Praveen Kumar,
Dy.Solicitor General of India

^Counsel for Respondent Nos.2 to 3: Sri Dominic Fernandes

? Cases Referred:

1. (1948) 1 KB 223
2. 1995(6) SCC 749
3. 2013 (12) SCC 372
4. (2007) 4 SCC 699
5. (2013) 5 SCC 470

HON'BLE MRS JUSTICE SUREPALLI NANDA**WRIT PETITION No.7144 OF 2023****ORDER:**

Heard learned counsel Sri T. Bala Mohan Reddy, appearing on behalf of the Petitioner, Sri Gadi Praveen Kumar, learned Deputy Solicitor General of India appearing on behalf of respondent No.1 and Sri Dominic Fernandes appearing on behalf of the Respondent No.2 and 3.

2. **The petitioner approached the court seeking the prayer as under:**

"to grant an order direction or writ more so in the nature of writ of mandamus declaring the proceedings bearing Ref. No. TAPSO OPS/POL/VGA TML/ITDG/22-22/06 dated 28.02.2023 issued by the 3rd respondent herein whereby the petitioners contract was terminated and tank trucks being blacklisted apart from imposing penalty contrary to the provisions of Oil Industry Transport Discipline Guidelines (ITDG) as illegal, arbitrary, highhanded violative of principles of natural justice apart from being violative of article 14 of Constitution of India and consequently to set aside the proceedings bearing Ref. No. TAPSO OPS/POL/VGA TML/ITDG/ 22-22/06 dated

28.02.2023 issued by the 3rd respondent herein and pass such other order or orders....”

3. PERUSED THE RECORD :

A) The relevant portion of the order impugned dated 28.02.2023 issued by the 3rd Respondent bearing Ref. No. TAPSO OPS/POL/VGA TML/ITDG/ 22-22/06, reads as under :

“Transporter is also found to be in violation of following clauses of ITDG:

S.No.	ITDG Clause No.	Type of malpractice/Irregularity	Penalty
3.	8.2.1.k	Tampering with standard fittings of TT including the sealing, security locks, security locking system, calibration, Vehicle Mounted Unit or its fittings/fixures.	TT shall be blacklisted as per Clause No.8.2.2.11
5.	8.2.1.r	Any act of the carrier/carrier's representative that may be harmful to the good name/image of the Oil Company, its products or its services.	As decided by the Company as per Clause No.8.2.2.16

The alteration made in the TT by inserting the non-standard rod inside the dip pipe of M2 compartment has affected the quality and quantity of the product and there is deemed complicity and for the same ITDG provides for the following penal provisions:

Quote

"In the following irregularities, the complicity of the carrier shall be deemed to be existent and the whole contract comprising of all the TTs belonging to the concerned carrier shall be terminated, security deposit forfeited and the concerned carrier & their all TTs shall be blacklisted on Industry basis:

1. False/hidden compartment, unauthorized fittings or alteration in standard fittings affecting Quality and Quantity.
2. Illegal/un-authorized duplicate keys of security locks.
3. Duplicate dip rod/calibration chart."

Unquote

Wherefore after considering your show cause reply, submissions made during the personal hearing and reasons stated above, the competent authority has taken a decision that you have been found guilty in altering with the standard fitting of the TT by introducing non- standard rod inside the dip pipe of M2 compartment for removing the product and ensuring that dip level remains same of short delivery of the product and following actions to be taken against the transporter as per transport agreement and ITDG:

- 1) Termination of Contract along with forfeiture of Security Deposit of Rs.8,00,000/-
- 2) Blacklisting of transporter M/s Radhika Logistics and its entire fleet alongwith the crew engaged at Vijayawada terminal for two years on industry basis.
- 3) Recovery of the total loss of Rs. 67,41,670.38 (Rupees Sixty-Seven lakhs Forty-One Thousand Six Hundred Seventy only) accounted from the date of last calibration.

This letter is issued without prejudice to any of the Corporation's rights and remedies against the transporter.

B. Counter affidavit has been filed by Respondent No.2 and 3, and in particular, Paras 12, 15 and 16 read as follows :

"12. In reply to paragraph no. 8 of the writ affidavit it is submitted that the initial notice with sum arrived is mentioned as Rs.54,63,350.84 based on the invoice price. As a matter of fact the Recovery shall be made from the transporter at the retail-selling price at the dispatch location or non- subsidized market determined price of such product, whichever is higher and transportation charges for the shortage quantity as per the Transport Agreement Clause 9.C (i). That recovery of Rs.67,41,670.38 is computed in line with ITDG 2.3.6 and the Transport Agreement Clause 9.C.(i). As per ITDG clause No.2.3.6 "Tampering with calibration of vehicle in any manner shall be construed as a malpractice and penal action will be taken against the carrier as outlined under clause no. 8. Further, alleged product losses will be recovered from the carrier from the date of last calibration." In the current instance, provision of spurious additional fittings in Dip pipe of M2 compartment which tantamount to tampering of calibration, is a malpractice as per clause no.8.2.1 k. The TT was last calibrated on 24-02-2022, the alleged product losses computed from 24-02-2022 to 24-09-2022. The very fact that the representative of the petitioner has agreed for blacklisting of the subject TT itself is confession of the charges levelled by the company on the transporter which by itself forms bases for

the contraventions committed. The statement of the petitioner that there were no complaints on the petitioner fails to stand when the unauthorized fitting in the TT and the resultant shortage have been established.

15. It is further respectfully submitted that since there is deemed complicity and for the same ITDG provides for the following penal provisions:

"In the following irregularities, the complicity of the carrier shall be deemed to be existent and the whole contract comprising of all the TTs belonging to the concerned carrier shall be terminated, security deposit forfeited and the concerned carrier & their all TTs shall be blacklisted on Industry basis:

1. False/hidden compartment, unauthorized fittings or alteration in standard fittings affecting Quality and Quantity.
2. Illegal/un-authorized duplicate keys of security locks.
3. Duplicate dip rod/caliberation chart."

16. It is submitted that in view of above, as approved by the competent authority, that there is deemed complicity of the transporter and following penal action under ITDG is recommended:

- (i) Termination of Contract along with forfeiture of Security Deposit of Rs 8,00,000/-
- (ii) Blacklisting of transporter M/s Radhika Logistics and its entire fleet along with the crew engaged at Vijayawada terminal for two years on industry basis

(iii) Recovery of the total loss of Rs. 67,41,670.38 (Rupees Sixty-Seven lakhs Forty-One Thousand Six Hundred Seventy only) accounted from the date of last calibration.

Therefore, in view of the above observations, it is established that the transporter is responsible for the tampering with the standard fitting of the TT by introducing non-standard fitting inside the dip pip of M2 compartment for removing the product and ensuring that dip level remains same. The transporter being the custodian of the TT is responsible for any alteration with the standard fittings of the TT. The above act/irregularities committed are found to be in violation of the transport contract agreement date 01.04.2017 signed by the transporter with Indian Oil Corporation Ltd. The alteration made in the TT by inserting the spurious additional fitting inside the dip pipe of M2 compartment has affected the quality and quantity of the product and there is deemed complicity and for the same for which ITDG provides for the penal provisions. The above are in line with the procedure of the Corporation.

C. The relevant Oil Industry Transport Discipline

Guidelines, reads as under:

Clause 8.2 –Penalties for Malpractices/Irregularities.

Clause 8.2.1 - Malpractices/Irregularities will cover any of the following :

- a. Unauthorized deviation from specified route/unauthorized delay/unauthorized en-route stoppage/not reaching destination/over speeding-en-

route switching off VMU/unauthorized removal of VMU/ use of VMU on other vehicles.

k. Tampering with standard fittings of TT including the sealing, security locks, security locking system, calibration, Vehicle Mounted Unit or its fittings/fixtures.

q. Pilferage/short delivery of product.

r. Any act of the carrier/carrier's representative that may be harmful to the good name/image of the Oil Company, its products or its services.

Clause 8.2.2–Penalties upon detection of malpractice/ irregularities

Clause 8.2.2.11 – read as under :

Type of malpractice/irregularity : Tampering with standard fittings of TT including the sealing security locks, security locking system, Calibration.

Penalty against number of instance, first TT shall be black listed

Clause 8.2.2.16 – Type of malpractice/irregularity: Any act of the carrier/carrier's representative that may be harmful to the good name/image of the Oil Company, its products or its services.

Penalty against number of instance, First as decided by the company.

Clause 8.2.3 – Period of blacklisting: The period of blacklisting for the carrier & TTs shall be minimum 2 years or as per the respective corporation's assessment depending upon seriousness of the offence, but not exceeding 5 years. The TTs, on completion of Black listing period, can ply under the same contract in case the validity of contract exists and the company so desires.

In case the same TT is found to indulge in malpractice again (after completion of the first blacklisting period), the second time blacklisting shall be of 5 years. The blacklisting of TTs shall be on Industry basis.

4. 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, the petitioner herein is a firm, which is engaged in transport business and was awarded work order by the 2nd respondent herein vide work order No. TAPSO/POL/MSHSD/Branded Fuels/ LOI/252232/87 dated 03.03.2017. That the said work order is for transportation of MS/HSD branded fuels from ex-Vijayawada terminal and was placed for 7 Tank Trucks with 12 KL capacity, belonging to petitioner. The said work agreement was subsequently extended vide Ref No. VJT/OPS/Bulk-POL/2022-2023/Extn-3 dated 01.12.2022 from 01.12.2022 to 28.02.2023.

b) It is further the case of the petitioner that, on 24.09.2022, the subject truck bearing No. AP16D6829, which was loaded with 8 KL MS/ 4KL HSD reached the retail outlet of one M/s. Naga Poornasree Filling Station- Kruthivenu, wherein the manager of the retail outlet said to have complained to the IOCL authorities that, while conducting pre-decantation checks, it was said to be observed by him that after removing 150 liters also the same was not shown on dip rod in respect of M2 compartment and on

the same day, the authorities have conducted joint inspection without the presence of the driver or owner.

c) After completion of inspection, the said tank truck was said to be e-locked and kept in the RO for further investigation. On 26.09.2022, the Asst. Controller, Legal Metrology, Gudivada has conducted panchanama cum seizure in which it was stating that there was shortage of 230 liters in M2Compartment. Thereafter, a panchanama copy notice vide Notice No.112/WM/2022-23 dated 23.02.2023 was issued to petitioner (through IOCL Kondapalle) by the Asst. Controller, Legal Metrology, Gudivada and to the said proceedings the petitioner herein has submitted its reply with remarks.

d) It is further the case of the petitioner that, the 3rd Respondent herein had issued a show cause notice in Ref.No. TAPSO OPS/POL/VGA TML/ITDG/22-22/06 dated 10.11.2022, making certain allegations and called upon the petitioner to submit its reply within a period of 15 days and the petitioner herein has submitted its reply vide letter dated 05.12.2022 without any deviation. The 3rd respondent herein has once again issued another notice dated 08.02.2023, increasing the amount recoverable, in the initial notice it is alleged that the sum arrived

is mentioned as Rs. 54,63,350.84 and in the revised notice it was mentioned as Rs. 67,41,670.38. Subsequent to the notice, a personal hearing was afforded to the petitioner on 23.02.2023 and in the said hearing, in view of impending completion of contract period by 28.02.2023, it was represented by the petitioner that the other actions proposed in the instant case are agreeable, while objecting to recovery amount and blacklisting of entire fleet and crew instead of one vehicle as per the ITDG.

e) It is the specific case of the petitioner that, the 3rd respondent by extracting the relevant norms passed the impugned proceedings bearing Ref.No. TAPSO OPS/POL/VGA TML/ITDG/ 22-22/06 dated 28.02.2023 terminating the contract of the petitioner, forfeiting the security deposit and the entire fleet and crew of the petitioner were blacklisted for a period of two years on industry basis and an amount of Rs.67,41,670.38 sought to be recovered from the petitioner, which is said to be from the last date of calibration i.e., 24.02.2022 to 24.09.2022. The above said proceedings are clearly contrary to terms of the agreement and the ITDG in vogue. Thus, aggrieved by the said proceedings dated 28.02.2023, the present Writ Petition is filed.

5. **DISCUSSION AND CONCLUSION** :

A) It is the specific case of the Petitioner that in response to the show cause notice issued to the Petitioner alleging various irregularities against the Petitioner and indicating the penalties sought to be imposed, the Petitioner in the personal hearing in good faith accepted for blacklisting of that particular tank truck which was involved in the incident and which is in line with the allegations made in the show cause notice as per 8.2.1.k. But however, the said submission made by the Petitioner had been taken against the Petitioner to hold against the Petitioner.

B) A bare perusal of the order impugned dt. 28.02.2023 issued by the 3rd Respondent indicates in its conclusion that the alteration made in the TT by inserting the non-standard rod inside the dip pipe of M2 compartment has effected the quality and quantity of the product and there is deemed complicity and for the same ITDG provides for the specific penal provisions (referred to and extracted above).

C) A bare perusal of the extracted portion of the order impugned dated 28.02.2023 of the 3rd Respondent extracted above clearly indicates that there is no observation or reasoning with regard to complicity on the

part of the Petitioner whereby the order impugned had been passed blacklisting entire fleet and crew for a period of 2 years on industry basis instead of one vehicle as per ITDG and contract of the Petitioner was terminated and security deposit was forfeited and an amount of Rs.67,41,670.38 was sought to be recovered from the Petitioner which is said to be from the last date of calibration i.e., 24.02.2022 to 24.09.2022. The order impugned dated 28.02.2023 issued by the 3rd Respondent refers to the Petitioner's submission and the remarks in a tabular statement and the same is extracted hereunder :

S. No	Transporter's submission	Remarks
1.	That other actions proposed by the Company are agreeable with a request to waive the recovery of Rs.67 Laksh to approx. as there was no physical loss to the Corporation and no previous complaint from the dealer about the shortage.	The submission of the representative of the transporter that they are agreeable to other actions categorically shows that there is admission as to irregularities observed during the inspection dated 24.09.2022 and 26.09.2022. Further, as observed above, it has been established that transporter is involved in tampering of the TT by inserting the non-standard rod in the dip pipe of compartment M2. Furthermore, the recovery is to be made from the date of last calibration i.e. 24.09.2022 as per ITDG
2.	That particular TT may be blacklisted and the firm to continue in the POL transportation contract.	There is a clear admission of the irregularities observed during the inspection by requesting for blacklisting of one TT.
3.	That the company to consider the past performance and loyalty	Introducing non-standard fitting in the dip pipe is a serious irregularity

	to the Corporation especially during the crisis at Ramagundam before making final award in the case.	which has not only caused loss to the dealer but has also tarnished the image of the Corporation which requires corrective measures to be taken.
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D) The order impugned of the 3rd Respondent dated 28.02.2023 further indicates a tabular statement referring to the malpractice and the penalty imposed and the same reads as under :

S. No.	ITDG	Type of malpractice/irregularity	Penalty
1.	2.5.6	The crew of the Tank truck which are signing the invoice at the loading location should deliver the product at the destination. In case of substitution of crew due to any reason, the same should be done only after obtaining permission from the location.	As per 2.1 of ITDG, ITDG is a part of Agreement and as per 15 (e) of agreement, in case of breach of any of terms & conditions of agreement, Company reserves the right to Terminate the agreement
2.	8.2.1.a	Unauthorized deviation from specified route / unauthorized delay / Unauthorized en-route stoppage / not reaching destination / over a speeding / en-route switching off VMU / Unauthorized removal of VMU / use of VMU on other vehicles	TT shall be blacklisted as per clause No.8.2.2.2
3.	8.2.1.k	Tampering with standard fittings of TT including the sealing, security locks, security locking system, calibration, Vehicle Mounted Unit or its fittings / fixtures Unit or its fittings / fixtures	TT Shall be blacklisted as per clause no.8.2.2.11
4.	8.2.1.q	Pilferage/short delivery of product)	TT Shall be blacklisted as per clause no.8.2.2.3
5.	8.2.1.r	Any act of the carrier / carrier's representative that may be harmful to the good name / image of the Oil Company, its products or its services	As decided by the Company as per Clause no 8.2.2.16.

E) A bare perusal of the record further indicates that the Oil Corporation issued a work order to the Petitioner

in the year 2017 for a period of 5 years and that came to an end on 31.03.2022 and the Petitioner was given extensions thereafter from time to time and the last extension being from 01.12.2022 to 28.02.2023, the same indicates that Petitioner had no complaints from any person. The order impugned also is silent and does not give any details pertaining to the actual loss incurred by the Respondent Corporation even on the subject date of the alleged incident nor there is any discussion as to the basis for arriving at the said figure. This Court opines that the order impugned dt. 28.02.2023 is bereft of reasons and does not through its reasoning justify the imposition of the major penalty against the Petitioner except stating that there is deemed complicity attracting penal provisions. It is too well settled 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 28.02.2023 passed by the 3rd respondent warrants interference by this Court under the present circumstances.

F) A bare perusal of the counter affidavit filed by Respondent No.2 and 3 at para 15 indicates that since there is deemed complicity the order impugned had been passed and the same had been approved by the competent authority.

G) The order impugned dated 28.02.2023 passed by the 3rd Respondent is not only an unreasoned, unjust order but the same is contrary to the doctrine of proportionality as well.

H) 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 question of quantum 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.

I) This Court opines that the order impugned passed by the 3rd respondent clearly indicates that the same is one which no reasonable person could have passed.

J) 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."**

The way the order impugned dated 28.02.2023 is passed by the 3rd respondent in the present writ petition without any reasoning and justification shocks the conscience of this Court.

K) 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 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.

19.5. The only exception to the principle stated in para 19.4 above, would be in those cases where the co-delinquent is awarded lesser punishment by the disciplinary authority even when the charges of misconduct were identical or the co-delinquent was foisted with more serious charges. This would be on the doctrine of equality when it is found that the employee concerned and the co-delinquent are equally placed. However, there has to be a complete parity between the two, not only in respect of nature of charge but subsequent conduct as well after the service of charge-sheet in the two cases. If the co-delinquent accepts the charges, indicating remorse with unqualified apology, lesser punishment to him would be justifiable."

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

L) 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'.

This court opines that the Judgments relied upon by the learned counsel appearing on behalf of the respondents do not apply to the facts of the present case.

6. Taking into consideration

- i) The aforesaid facts and circumstances of the case,
- ii) The observations of the Apex Court in the judgment reported in (a) 2001 (2) SCC 386 in "Omkumar v. Union of India", (b) 1995 (6) SCC 749 in "B.C.Chaturvedi v. Union of India", (c) 2013 (12) SCC 372 in "Lucknow Kshetriya Gramin Bank (Now Allahabad, Uttar Pradesh Gramin Bank) v. Rajendra Singh", and (d) (2007) 4 SCC 699 in "Coimbatore District Central Co-operative Bank Vs. Coimbatore District Central Co-operative Bank Employees Association", (referred to and extracted above),
- iii) Duly considering the averments made at para Nos. 12, 15 and 16 of the counter affidavit filed on behalf of Respondent No.2 and 3 (referred to and extracted above),
- iv) Duly taking note of the fact as borne on record that there is neither justification nor any reasoning in the order impugned dated 28.02.2023 passed by the 3rd Respondent in arriving at a conclusion and imposing the major penalty against the Petitioner, terminating the contract of the Petitioner, forfeiting the security deposit of the Petitioner, blacklisting the entire fleet and crew of 7

tank trucks of the Petitioner for a period of 02 (two) years on industry basis though admittedly as borne on record only one tank truck of the petitioner was involved in the said subject incident and further directing recovery of sum of Rs.67,41670.38 towards product loss of 230 litres from 24.02.2022 to 24.09.2022, is totally arbitrary and irrational,

v) Applying principle of doctrine of proportionality to the facts of the present case, and

vi) 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 Respondent Nos.2 and 3,

vii) The writ petition is allowed, the order impugned dt. 28.02.2023 vide proceedings TAPSO OPS/POL/VGA TML/ITDG/22-22/06 issued by the 3rd Respondent is set aside and the matter is remitted to the 3rd Respondent and the 3rd Respondent is directed to reconsider the same objectively and uninfluenced by its earlier decision dated 28.02.2023, imposing major penalty against the petitioner and re-examine the whole issue afresh again, and pass

appropriate order of penalty, in accordance to law, in conformity with principles of natural justice, by providing a reasonable opportunity of personal hearing to the petitioner, within a period of 4 (four) weeks from the date of receipt of the copy of the order and duly communicate its decision to the Petitioner.

Miscellaneous petitions, if any, pending in this Writ Petition, shall stand closed.

SUREPALLI NANDA,J

Dated 03.06.2024

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