HIGH COURT OF GUJARAT (*D.B.*)

CAMA HOTELS LIMITED
Versus
AIRPORT AUTHORITY OF INDIA

Date of Decision: 16 April 2004

Citation: 2004 LawSuit(Guj) 268

Hon'ble Judges: J N Bhatt, D N Patel

Eq. Citations: **2004** **AIR**(**Guj**) **349**, 2004 4 BankCas 576, 2004 20 IndLD 197

Case Type: Special Civil Application

Case No: 13957 of 2003

Subject: Civil, Constitution

Editor's Note:
Tender - bids - Clause-11(g) of special guidelines for contract - whether policy decision of administrative power is valid - action of abandoning tender process and mechanism ipso facto cannot be unjustified - Doctrine of Legitimate Expectation can be pressed into service - Nothing on record to show wrong committed by respondent no.1.
Held - No merit in this petition.
Nothing has been successfully shown or spelt out from the record thus so far as to what is wrong or objectionably done or committed by respondent No.1, a statutory authority, which would warrant our intervention whereby any commission or omission could be prevented from by injecting appropriate writ in exercise of our powers under Article 226 of the Constitution of India. Unfortunately, the time has come when we are all anxiously concerned for judicial reforms for expeditious, inexpensive and less formal judicial adjudication, which, undoubtedly, includes the change of mind-set, which is litigious as on today.
(Para 15)
Before we conclude, we would like to also reiterate at this juncture that the jurisprudential remit and ambit as well as the sweep of the provisions of Article 226 of the Constitution of India are circumscribed in a circumference in exercise of powers by invocation of Article 226 of the Constitution of India. The Court cannot be expected to move like a roman knight. The paramaters

within which the Court can scrutinise, analyse and evaluate the questioned action or challenged decision is not the quality or the depth of the decision, which is to be probed and measured, but the decision-making process itself and nothing more.
(Para 24)
If it is successfully found and noticed from the record that the authority or the Government or any State instrumentalities for that purpose while taking any decision is influenced by any consideration, which ought not to have been weighed with it or has lost sight of the consideration which ought to have been taken into account. In other words, if the ultimate decision is influenced by extraneous consideration or is shown to be suffering from arbitrariness, irrationality or unreasonableness or mala fide, the Constitutional Writ Court dealing with extra-ordinary, plenary, prerogative, discretionary writ jurisdiction in exercise of judicial review power shall be at a lot to interfere with the administrative and executive decisions, more so, merely, on the ground that a better decision could have been reached by exercise of powers by the Court.
(Para 25)

Acts Referred:
Constitution Of India Art 226, Art 299, Art 14
Code Of Civil Procedure, 1908 Sec 9

Final Decision: Rule discharged

Advocates: Mihir Joshi, Paritosh Calla, S V Raju, R C Jani

Cases Cited in (+): 1

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[1] Rule. Service of notice of rule is waived by Mr.S.V.Raju, learned Advocate for respondent No.1 and Mr.R.C.Jani, learned Advocate for the respondent No.2.

[2] By this petitioner, under Article 226 of the Constitution of India, the petitioner, Cama Hotels, has assailed the decision of the respondent No.1 authority, namely, Airports Authority of India, ("Authority", for short) - whereby all tenders came to be rejected by obtaining the tender process initiated upon issuance of the tender-notice No.02/03 published inter alia in a letter dated 09-09-2003 - with a further prayer of directing respondent No.1-authority to process the same in accordance with law on the premises that it is unjust, unreasonable and is an exercise to favour the respondent No.2-Company.

[3] A skeleton of facts material and relevant for the purpose may be highlighted at this juncture. Respondent No.1-Authority published a tender-notice inviting bids in the prescribed form for the purpose of granting licence for the facility for service of Restaurant and Snack Bar within the International and Domestic Terminals Building Complex at Sardar Vallabbhai Patel International Airport at Ahmedabad for a period of 10 years, from the parties, being 5/4/3 Star Hotels and Grade-I restaurants and parties running restaurants in 5/4/3 Star Hotels and Airports with five years operating experience, as they were considered eligible to purchase the tender documents and then to participate in the process of tender.

[4] The petitioner filed Civil Suit in Ahmedabad City Civil Court on 31-03-2003 apprehending that the tender will be awarded to respondent No.2-P.K.Hospitality Services Pvt.Ltd, who was in fact not eligible to purchase the tender document or to participate in the tender-process since it did not fulfil the eligibility criteria highlighted in the Notice Inviting Tender ("N.I.T.", for short) and petitioner obtained ex parte order in its favour passed by the Trial Judge restraining respondent No.1-Authority from taking any final decision in the matter. Respondent No. 2 had also filed its written statement in the suit inter alia contending that one M/s P.K.Traders, a sole proprietorship, had been running counters etc. and had adequate experience fulfilling the eligibility criteria fixed by N.I.T. and the said firm had been taken over by respondent No. 2, which was consequently eligible to participate in the process of tender. The Trial Court in the suit granted an injunction restraining respondent No.1 from awarding any contract or tender to respondent No.2.

[5] An Appeal from the said Order passed by the City Court Judge, being A.O. No.180 of 2003 came to be filed by respondent No.2 in this Court, which was admitted, but no stay was granted. Civil Application No.3858 of 2002 was also filed by respondent No.1-Authority seeking permission to award the contract of running the Snack Bar on ad hoc basis. The Appeal from Order along with Civil Application were disposed of quashing and setting aside the order of Trial Court recorded on 30th April, 2003, but with a clarification that respondent No.1 would consider the question of eligibility of respondent No.2 and would not award the contract to either of the tenderers without previous permission of the Trial Court.

[6] On 09-09-2003, respondent No.1-Authority issued a letter to the petitioner-Company stating that it has purportedly rejected all the tenders pursuant to original N.I.T. and was, therefore, refunding the E.M.D. In substance, the main controversy in the focus, in this petition, is revolving around the action of respondent No.1-Authority in stopping the process of tender and abandonment of the entire exercise for tenders in relation to the supply of snacks and starting of restaurant.

[7] Notice Inviting Tender (N.I.T.) for the said purpose is produced as Annexure-A along with Special Guidelines evolved for the contract. The case papers of the Civil Suit are also placed on the record. The affidavit-in-reply is filed by Mr. Shreedhar KrishnaRoa Jinde, who is the Manager (Law) with Airports Authority of India. We have taken into consideration the entire factual profile emerging from the record of the present case along with the aforesaid important documents and submissions raised by the learned Counsels appearing for the parties. The learned Counsel for the petitioner has forcefully contended that the tender-notice stipulated that the period of licence, for running a Restaurant and a Snack Bar facility inside the International and Domestic Terminal Building at Ahmedabad, was for 10 years, keeping in view the growth and development of the facilities to be provided to the passengers on the International Airport at Ahmedabad. Our attention is, also, invited by him that tender-notice was published in respect of the area of Restaurant, Dining Hall and Kitchen, Snack Bar in the Domestic Terminal Building, after considering its future expansion, development of the activities and facilities to be provided to the passengers at the International Airport, Ahmedabad. Therefore, it has been submitted that the ground on which the entire tender-process abandonment decision is taken, smacks favouritism insofar as respondent No.2 is concerned. Clause-11 (g) of the Special Guidelines for the Contract is repeatedly urged before us wherein it has been prescribed and provided:

> "Successful tenderer, on commissioning of the new Domestic Departure Terminal Building, shall be required to shift the restaurant at new location on his own cost without any demand/protest, for residual period."

[8] It is in this context, it has been seriously urged on behalf of the petitioner that the future contingency had been envisaged in Clause-G of para-11 in the Special Guidelines for the Contract, and, therefore, the ground and premise on which entire tender process was abandoned, is not bona fide and genuine and further that there is a mala fide to favour respondent No.2, who has been otherwise, in view of the existing terms and conditions of the contract, not eligible and qualified. Prima facie, this submission would appear to be alluring and attractive, but not acceptable and sound while taking into consideration the overall factual picture emerging from the record of the present case and other terms and conditions and rights and duties of the parties in relation to the tender-contract.

[9] There is no dispute about the fact that no contract has been entered into.Tender notice, jurisprudentially, is an invitation to make offer. Offers pursuant to tender notice have been received for the purpose of Restaurant and Snack Bar facility inside the International and Domestic Terminal Building of Sardar Vallabbhai International Airport at Ahmedabad for a period of 10 years. In tender itself, Clause-10 provides that Airports Authority of India (A.A.I.) respondent No.1 has reserved to itself, "the right to

reject any or all the tenders or extend the date and time of its sale, submission or opening under its sole discretion without assigning any reason, whatsoever thereof and to call for any other details or information from any of the tenderers."

[10] Likewise, in Guideline No.14 provided in General Information and Guidelines, as observed hereinbefore, it has been reiterated that the Airports Authority of India reserved the right to reject any or all tenders in part or in full without assigning any reason.

[11] Respondent No.1-Authority has categorically and unambiguously articulated in affidavit-in-reply that initially, Notice Inviting Tenders came to be issued on 23-01-2003 for granting licence for providing facilities and services of Restaurant and Snack Bars inside the International and Domestic Airport Building Complex. However, since the tender-process could not be finalised because of the litigation and allegation on the part of the petitioner, which as such consumed almost 10 months period and the question of awarding contract for providing facilities and services to Restaurant and Snack Bar inside the International and Domestic Terminal Building could not be finalised. Therefore, looking to the progress of the new Terminal Building at Ahmedabad Airport, it was thought expedient as a policy-decision, taken up by the higher authorities, to cancel the Notice Inviting Tenders for Restaurant and Snack Bar facility inside the International and Domestic Terminal Building, issued earlier for a period of 10 years, for the reason that a new Domestic Building was likely to be completed and started within a period of one year. It is in this context the earlier tender-notice, stipulating period of 10 years' licence, was necessitated to be reconsidered and more so by filing of litigation, at the instance of the petitioner and thereby spending a spell of almost 10 months. We are at a great lot to comprehend when it is contended that such an action in unauthorised, illegal, unreasonable and unjustified.

[12] If a statutory authority, in exercise of its discretion for the realisation of policy, changes the terms and conditions in view of the developments that may occur within a time-span or in view of any other appropriate or good reason and thereby abandons earlier tender-notice, could it be then branded or treated unjustified or illegal? Subsequent allegations of mala fides by changing the terms and conditions in favour of respondent No.2 is nothing but an after-thought. It is very easy to allege mala fides, but very difficult to substantiate. Introduction of lateral amendment alleging mala fides and favouritism in favour of respondent No.2 appears to be itself not bona fide. From the jurisprudence point of view, when there is no any concluded contract, the stage where simply offers have been received, pursuant to the tender-notice, which is nothing but by an invitation to offer, a responsible statutory public functionary or authority, for any good reason, thinks it appropriate to abandon the earlier process

initiated by issuance of the tender notice, cannot be intercepted and that too without any justifying supporting ground and that too with the aids of extraordinary, constitutional, discretionary, equitable powers enshrined in Article 226 of the Constitution of India. It was the petitioner who had dragged the respondent No.1-Authority into a litigation which consumed almost 10 months time and during which the developments occurred, which caused reconsideration of the policy itself for the purpose of offering licence for running a Restaurant and a Snack Bar in the complex of Domestic and International Airport Building in Ahmedabad. This is nothing but prima facie but a litigious mind-set of a party who does not want responsible statutory authority to perform its statutory or discretionary policy matters for the development and betterment, simply because it apprehends without any basis and substance that the rival will march over him. This is high time when such a litigious tendency, on a flimsy, frivolous and vexatious feeling and apprehension is not permitted to avail extraordinary, constitutional, writ jurisdiction under Article 226 of the Constitution of India. It is in this context the averment, made in the affidavit-in-reply that the petitioner is making hue and cry whenever it does not get the tender on merit and is in a habit of making false and mala fides allegations against discretion, cannot easily be brushed aside.

[13] The plea is strongly propounded that the respondent No.1-Authority has made collusion with respondent No.2 by ignoring or modifying the eligibility criteria and thereby creating a facade of fulfillment of requirements by issuance of incorrect letters or certificates by the officers not authorised to do so. On this premise, it has been contended that respondent No.1-Authority is required to be directed to examine the eligibility criteria of respondent No.2 keeping in mind the tender-notice dated 23-01-2003 and further direction to investigate into the conduct of respondent No.1-Authority in relation to the said tender. Such a serious allegation is so lightly made and that too unsupported by any material whatsoever. We agree that the public functionaries, public bodies or Government Undertakings act responsibly, fairly and justly. However, the litigious minded litigants should also keep it in mind that before making serious aspersions and allegations against the authorities in award of contracts, there must be some supporting material or prima facie acceptable information. There cannot be a presumption that respondent No.1-Authority's taking a conscious policy-decision in abandoning the process of tenders would ipso facto lead to the inference of showing favour to respondent No.2. If it is successfully shown to us that if any party, which is awarded a tender-contract, is not answering the eligibility criteria, the Court will put the things in order in exercise of its judicial review even in an extra-ordinary writ jurisdiction. Here, in case on hand, the petition is largely based upon the apprehension that the abandonment of tender-process is only just to favour respondent No.2, who is not rightly answering the eligibility criteria.

[14] For the present, we are concerned only with the question whether the policy-decision, taken in its discretionary exercise of administrative power by respondent No.1-Authority in giving up or abandoning the tender-process, though there is a provision indicating expansion and enlargement of Air India Complex at Ahmedabad for a period of 10 years, is valid. However, on account of delay and time spent in litigation initiated at the instance of the petitioner, firstly, in the Civil Court and subsequent development noticed by respondent No.1-Authority, if such an authority in its higher and wider wisdom reaches to a conclusion that revision of methodology and mechanism for tender-process is required in place of the one, which is yet not finalised, cannot be permitted to be thrawted without any reasonable basis and not at all merely on the supposed plea or apprehension wrongly entertained by the petitioner. It is true that even in future, when respondent No.1-Authority decides to go for tender-process, after consideration and subsequent developments and the fast growth and early completion of the International Airport Complex, which was under process of expansion at the time when the initial tender-notice was issued, the fundamental and basic requirement for successful valid, recognisible tender-notice shall have to be adhered to, but it is too much to anticipate and expect that such an exercise will be only to favour respondent No.2 by joining hands with respondent No.1. Such an allegation and so vehemently propounded in the course of submission repeatedly, before us, does not only radiate an imprint of the extent and degree of competitiveness in business, but goes farther and smacks of vindictiveness in all probability.

[15] Nothing has been successfully shown or spelt out from the record thus so far as to what is wrong or objectionably done or committed by respondent No.1, a statutory authority, which would warrant our intervention whereby any commission or omission could be prevented from by injecting appropriate writ in exercise of our powers under Article 226 of the Constitution of India. Unfortunately, the time has come when we are all anxiously concerned for judicial reforms for expeditious, inexpensive and less formal judicial adjudication, which, undoubtedly, includes the change of mind-set, which is litigious as on today.

[16] It will be interesting, once again, to mention and place it on record that the petitioner-Company apprehended the tender was likely to be awarded to respondent No.2 and contending that in fact respondent No.2 was ineligible to purchase the tender-document or participate in the tender-process since it did not fulfil the eligibility criteria stipulated in N.I.T., the petitioner-Company initiated legal battle by filing a Civil Suit by invocation of provisions of Section 9 of the Code of Civil Procedure in Ahmedabad City Civil Court, in which ex parte order was passed by learned Single Judge, restraining respondent No. 1 from taking final decision in the matter. After consideration of the facts and circumstances, the learned Single Judge, in the course of

the proceedings of the Civil Suit, granted an injunction restraining respondent No.1 from awarding the tender to respondent No.2, which was challenged by filing Appeal from Order, being A.O. No.180 of 2003 by respondent No.2 before us, which was admitted but without any interlocutory order. Civil Application No. 3585 of 2003 also came to be filed by respondent No.1-Authority seeking the permission to award the contract of running Snack Bar on ad hoc basis. This Court disposed of the Appeal and Civil Application quashing and setting aside the order of the Trial Court dated 30-04-2003. However, a clarification or caveat was sounded by this Court in the Appeal from Order No. 180 of 2003 to the effect that respondent No.1-Authority would consider the question of eligibility of respondent No.2 and would not award the contract to either of the tenders without sanction of the Trial Court. Having not satisfied with this, the petitioner filed a writ petition by invocation of extraordinary writ jurisdiction and presumably to see that anyhow non-participation of respondent No.2 is ensured, despite the fact that the learned Single Judge, in Appeal from Order, quashed and set aside the interlocutory order and direction given by learned Single Judge in City Civil Court. It was a clear pointer that there was no prima facie case, balance of convenience maintained and irreparable loss unsustained to the petitioner before us. No doubt, we are mindful of the fact that even in the second round of tender-notice, the consideration of the eligibility criteria, insofar as respondent No.2 is concerned, will continue to be an important segment to be examined by respondent No.1-Authority. It cannot be gainsaid that respondent No.1-Authority will have to consider this eligibility and entitlement criteria for the award of contract. Despite that, it has been submitted. Even while dealing with this submission from merits of this petition, we should also make it abundantly clear as to what does this show? What does this indicate? Not only distrust in the functioning of respondent No.1-Authority, but also the serious competition, commercial and jealous interest, if not vindication so far as respondent No. 2 is concerned. Despite the direction of this Court in Appeal from Order, we are addressed to convey similar observation, which, undoubtedly, would speak the mind-set of the petitioning Company insofar as the rival interest for the tender-contract at the Airport Complex is concerned.

[17] We have taken into account the catalogue of events, the facts and circumstances emerging from the record of the present case, the rival submissions advanced before us, the text and tenor of the judgment of learned Single Judge, while disposing of the Appeal from Order, quashing and setting aside the interlocutory direction and unwarranted observations made in the interlocutory order of the Trial Court in a suit filed by the petitioner-Company.

[18] Apart from the factual scenario highlighted hereinbefore, petition is noticed to be meritless. Even from the legal aspect, the action of abandoning tender-process and

mechanism ipso facto cannot be said to be unjustified, more so, when there is a specific term in the tender-notice as well as General Guidelines issued in connection with such contract by respondent No.1-Authority. The Airports Authority of India, reserved to itself "the right to reject any or all the tenders or extend date and time of its sale, submission or opening under its sole discretion without assigning any reason whatsoever thereof and to call for any other details or information from any of the tenderers." Such a clause in the tender-notice as well as in the General Information and Guidelines for such contract could not be said to be surplusage or appendage. At times, it becomes incumbent upon the authority to resort to it. Once an authority resorts to such a clause, which is contractual, apart from legal, it cannot be presumed that such a help from such clause is adverse to one and favourable to the other competitor. Truth is the fact that it must be quite necessitated and emanated from the administrative exigency or in the larger public interest. But the presumption should not be other way round. It is a settled proposition of law that resort to such a permissible "Safety Vault" clause, as many jurists call it, is quite legal and valid. One, who questions resort to such a clause for any ulterior or extraneous consideration, has to prima facie show it so to the Court for exercise of its judicial review against the authority. In our opinion, there is a settled proposition of law that if contingency so demands and if situation so necessitates or occasions, the use of such a clause in absence of any material or information merely on raising of plea of mala fide, the Court will not lean to the presumption pursuant to the plea advanced by the petitioner. It is to be alleged and supported prima facie with recognisable and acceptable material from the record. Therefore, serious contention reiterated, that such a clause is resorted to favour respondent No.2 and against the interest of the petitioner, must fall to the ground like a pack of cards.

[19] Insofar as the legal propositions pertaining to the tender-contracts are concerned, they are extensively expounded and very well established in a number of judicial pronouncements. However, we would like to refer to the observations made by the Hon'ble Apex Court in Tata Cellular Vs. Union of India, (1994) 6 SCC 651, wherein it has succinctly elucidated the Courts' judicial capacity and power of reviewing judicially the administrative decision of the Government or such an authority like respondent No.1 and its duties while deciding the question of legality of such decisions. After classifying the grounds, namely, illegality, impropriety and irrationality, upon which the administrative action can be subject to judicial review, it has been observed that these are only broad grounds, but does not rule out further grounds in the course of time. If it is shown to the satisfaction of the Court or if it spelt out from the record that the administrative decision dealing with the public largesse is in any way affected or influenced by extraneous consideration or is found to be unjust, unreasonable and irrational, the Court would readily step and strike down such decision.

[20] The reliance on the decision of Food Corporation of India Vs. M/s Kamdhenu Cattle Feed Industries, AIR 1993 SC 1601, by the learned Counsel for the petitioner in support of the plea, that the action of respondent No.1-Authority is questionable in abandoning the entire tender-process, is examined by us and we find that the factual profile, in which even the Doctrine of Legitimate Expectation is highlighted and pointed out to be successfully employed, is not applicable to the facts in case on hand. It is true insofar as the action of the State in exercise of powers concerned, at times in a given situation, keeping in mind the provisions of Articles 14 and 299, the Doctrine of Legitimate Expectation can be pressed into service and the action can be quashed by employing the Doctrine of Legitimate Expectation, provided it is successfully found to be supported by cogent reasons for such action under challenge. The exercise of power or resort to such a clause in the tender-notice could not be said to be suffering from the vice of unjustness or unreasonableness and that the party is deprived of the right. Even while employing the Doctrine of Legitimate Expectation, we fail to comprehend as to how the proposition of law enunciated in this case and evolution of Doctrine of Legitimate Expectation has been sought to be extended to the case on hand. On the contrary, the factual profile and the spectrum emerging from the record warrant otherwise.

[21] Observations made in Para-10 in the decision of Food Corporation of India (supra) judgment are pertinent to mention. It is clearly stated that even the highest tenderer can claim no right to have his tender accepted, there being a power while inviting tenders to reject all the tenders, yet the power to reject all the tenders cannot be exercised arbitrarily and must depend for its validity on the existence of cogent reasons for such action.

[22] A plain perusal of the factual dimensions emerging from the record of the present case would unequivocally say that there are cogent reasons for taking impugned action whereby the entire tender-notice process came to be abandoned. We have successfully found from the record that it was guided by the public interest and in view of the fact that there was a loss of vital period of 10 months in the litigation initiated by the petitioner, and early action in raising the complex of International and Domestic Terminals at the Airport Authority premises at Sardar Vallabbhai Patel International Airport, Ahmedabad was required to be taken. Therefore, the decision rendered in Food Corporation of India (supra) would not be in any way helpful to the petitioner.

[23] There are many decisions in relation to the proposition involved in the present case. However, we are unable to resist the temptation of mentioning a celebrated decision of the Hon'ble Apex Court rendered in the case of Air India Ltd. Vs. Cochin International Airport Limited and Ors., (2000) 2 SCC 617 in relation to and in the matter of award of contract like the one on hand, where it has been held:

".....In arriving at a commercial decision, considerations which are paramount are commercial considerations. The State can choose its own method to arrive at a decision. It can fix its own terms of invitation to tender and that is not open to judicial scrutiny. It can enter into negotiations before finally deciding to accept on of the offers made to it. Price need not always be the sole criterion for awarding a contract. It is free to grant any relaxation, for bona fide reasons, if the tender conditions permit such a relaxation. It may not accept the offer even though it happens to be the highest or the lowest. But the State, its corporations, instrumentalities and agencies are bound to adhere to the norms, standards and procedures laid down by them and cannot depart from them arbitrarily. Though that decision is not amenable to judicial review, the court can examine the decision-making process and interfere if it is found vitiated by mala fides, unreasonableness and arbitrariness. The State, its corporations, instrumentalities and agencies have the public duty to be fair to all concerned. Even when some defect is found in the decision-making process, the court must exercise its discretionary power under Article 226 with great caution and should exercise it only in furtherance of public interest and not merely on the making out of a legal point....."

(Para 7)

[24] Before we conclude, we would like to also reiterate at this juncture that the jurisprudential remit and ambit as well as the sweep of the provisions of Article 226 of the Constitution of India are circumscribed in a circumference in exercise of powers by invocation of Article 226 of the Constitution of India. The Court cannot be expected to move like a roman knight. The paramaters within which the Court can scrutinise, analyse and evaluate the questioned action or challenged decision is not the quality or the depth of the decision, which is to be probed and measured, but the decision-making process itself and nothing more.

[25] If it is successfully found and noticed from the record that the authority or the Government or any State instrumentalities for that purpose while taking any decision is influenced by any consideration, which ought not to have been weighed with it or has lost sight of the consideration which ought to have been taken into account. In other words, if the ultimate decision is influenced by extraneous consideration or is shown to be suffering from arbitrariness, irrationality or unreasonableness or mala fide, the Constitutional Writ Court dealing with extra-ordinary, plenary, prerogative, discretionary writ jurisdiction in exercise of judicial review power shall be at a lot to interfere with the administrative and executive decisions, more so, merely, on the ground that a better decision could have been reached by exercise of powers by the Court.

[26] After taking into consideration overall picture emerging from the record of the present case, dynamics and dimensions of the Law of Contract and the tenders, thus, far evaluated and highlighted by a catena of judicial pronouncements and the type of nature of the controversy involved and the conduct of the petitioner from the inception, we are of the clear opinion that this petition is absolutely without any substance and deserves only and only one legal fate of rejection. We have, therefore, no hesitation in rejecting this petition with costs which is quantified at Rs.5,000/= (Rupees Five Thousand Only). Rule discharged.