

GAHC010137072022



THE GAUHATI HIGH COURT
(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)

WP(C)/4609/2022

UMAR ALI
S/O- JUBEDD ALI
R/O- VILLAGE- NO-1 KOWADONGA
P.O- KOWADONGA
MOUZA- NOWBOICHA
DIST- LAKHIMPUR
ASSAM PIN-787001

VERSUS

THE STATE OF ASSAM AND 7 ORS
REP. BY THE COMMISSIONER AND SECRETARY TO THE GOVT. OF ASSAM
PANCHAYAT AND RURAL DEVELOPMENT DEPARTMENT
DISPUR
GUWAHATI-6

2:THE DIRECTOR
OF PANCHAYAT AND RURAL DEVELOPMENT DEPARTMENT ASSAM
KHANAPARA
GUWAHATI-22

3:THE DEPUTY COMMISSIONER
DIST- LAKHIMPUR
ASSAM
PIN-787001

4:THE CHIEF EXECUTIVE OFFICER (CEO)
ZILLA PARISHAD
DIST- LAKHIMPUR
ASSAM
PIN-787001

5:THE BLOCK DEVELOPMENT OFFICER
NAOBOICHA DEVELOPMENT BLOCK
DIST- LAKHIMPUR
ASSAM PIN-782446

6:THE EXECUTIVE OFFICER
NAOBOICHA ANCHALIK PANCHAYAT
DIST- LAKHIMPUR
ASSAM
PIN-782446

7:THE PRESIDENT
NAOBOICHA ANCHALIK PANCHAYAT
DIST- LAKHIMPUR
ASSAM
PIN-782446

8:SUBHASH GOGOI
S/O- LATE BAPURAM GOGOI

R/O- VILLAGE NO-2 KOWADONGA

P.O- KOWADONGA
MOUZA- NOWBOICHA

DIST- LAKHIMPUR
ASSAM
PIN-787031

Advocate for : MR. I H LASKAR

Advocate for : SC

P AND R.D. appearing for THE STATE OF ASSAM AND 7 ORS

BEFORE
HONOURABLE MR. JUSTICE MANISH CHOUDHURY

JUDGMENT

Date : 02-02-2023

The instant writ petition under Article 226 of the Constitution of India has been preferred by the petitioner assailing the action on the part of the Naoboicha Anchalik Panchayat in settling Silonibari Daily Market in favour of the respondent no. 8 *inter alia* on the ground that the bid value of the petitioner was higher than the bid value offered by the respondent no. 8. The additional grounds on which the impugned order of settlement have been challenged are : *firstly*, the bid value offered by the petitioner being more than Rs. 1,00,000/, there was violation of the provisions of Section 109[6] of the Assam Panchayat Act, 1994, as amended; and *secondly*, there was clear violation of the provisions of Section 105[4] of the Assam Panchayat Act, 1994, as amended, as there was no confirmation of the settlement order passed by the Anchalik Panchayat by the jurisdictional Zilla Panchayat.

2. The facts which are necessary for adjudication of the issues raised in this writ petition can be exposted, in brief, as follows:-

2.1 A Tender Notice dated 23.05.2022 for settlement of 7 [seven] nos. of markets ['Tender Notice', for short] was published by the respondent no. 5 inviting sealed bids from intending bidders for their settlement for the Panchayat Year : 2022-2023, as per the Assam Panchayat Act, 1994, as amended, that is, for the period from 01.07.2022 to 30.06.2023. One of the markets in respect of which bids were called for, was Silonibari Daily Market ['the Market', for short] within the territorial jurisdiction of Naoboicha Anchalik Panchayat and Lakhimpur Zilla Parishad. As per the Tender Notice, the yearly sale value of the Market was fixed at Rs. 47,934/-. The last date of submission of bids was originally fixed on 14.06.2022. By a subsequent Notice dated 13.06.2022, the last date of submission of bids was, however, extended to 17.06.2022.

2.2 It is an admitted position, as revealed from the records of settlement, that in response to the Tender Notice for settlement of the Market, a total of 12 [twelve] nos. of bids were received from the bidders quoting different bid values. The bid values, in descending order, quoted by the 12 [twelve] nos. of bidders were as under :-

Sl. No.	Bidder number	Bid value offered
1	Bidder no. 1	Rs. 1,00,000.00
2	Bidder no. 2	Rs. 1,00,000.00
3	Bidder no. 3	Rs. 1,00,000.00
4	Bidder no. 4	Rs. 1,00,000.00
5	Bidder no. 5	Rs. 99,999.99
6	Bidder no. 6	Rs. 99,999.99
7	Bidder no. 7	Rs. 99,999.99
8	Bidder no. 8	Rs. 99,999.99
9	Bidder no. 9 [the petitioner]	Rs. 82,003.03

10	Bidder no. 10	Rs. 80,200.00
11	Bidder no. 11 [the respondent no. 8]	Rs. 69,500.00
12	Bidder no. 12	Rs. 61,213.00

2.3 After submission of the bids, the sealed bids were opened by the Naoboicha Anchalik Panchayat. In the affidavit-in-opposition filed by the respondent nos. 5 & 6, it has been averred that the sealed bids were opened by the General Standing Committee of Naoboicha Anchalik Panchayat, constituted under Section 52[1][a] of the Assam Panchayat Act, 1994. It has emerged from the case papers that subsequent thereto, an undated order of settlement came to be issued in respect of the Market whereby the Market had been settled in favour of the respondent no. 8 for the period from 01.07.2022 to 30.06.2023 at the bid value offered by the respondent no. 8.

3. I have heard Mr. P.K. Deka, learned counsel for the petitioner; Mr. N.K. Dev Nath, learned Standing Counsel, Panchayat and Rural Development [P&RD] Department for the respondent nos. 1, 2, 4, 5 & 6; Mr. N. Goswami, learned Junior Government Advocate, Assam for the respondent no. 3; and Mr. U. Dutta, learned counsel for the respondent no. 8. None has appeared for the respondent no. 7.

4. Mr. Deka, learned counsel for the petitioners has submitted that the bid values offered by the petitioner in respect of the Market was higher than the bid value offered by the respondent no. 8. He has referred to the provisions of Section 52[1][a], Section 53[1], Section 81[a], Section 83[1] and Section 109[6] of the Assam Panchayat Act, 1994 and Rule 47 of the Assam Panchayat [Financial] Rules, 2002 [‘the Rules, 2002’, for short], to submit that ‘the yearly sale value’, mentioned in the Tender Notice, is not the criteria to determine whether the order of settlement in respect of a market is to be passed by the concerned Anchalik Panchayat or the concerned Zilla Parishad. If the bid value offered by any one bidder or more is/are more than Rs. 1,00,000/-, then the power of examination and final acceptance of such tenders shall be vested in the General Standing Committee constituted under Section 81[a] of the Assam Panchayat Act, 1994. Even in a case where the bid value offered by the highest valid bidder is less than Rs. 1,00,000/- per year the General Standing Committee of

the Anchalik Panchayat though has the power to examine and accept the bid of the highest eligible bidder but it is obligated to forward the entire matter to the jurisdictional Zilla Parishad for confirmation. In the case in hand, it was the Naoboicha Anchalik Panchayat who had passed the final order of settlement in favour of the respondent no. 8, without seeking confirmation from the Lakhimpur Zilla Parishad. It is the further submission of Mr. Deka that the General Standing Committee of the Naoboicha Anchalik Panchayat in its meeting held on 29.06.2022, considered irrelevant factors and ignored relevant factors to declare the bids of the bidders whose bid values were higher than the respondent no. 8, as non-compliant.

4.1. Mr. Deka has further submitted that Clause 10 of the Tender Notice was ignored by the Anchalik Panchayat while considering the responsiveness of the bidders. One of the higher bids was rejected even on the ground that the said bidder had already been granted settlement of another market. In support of his submissions, Mr. Deka has referred to the Full Bench decision of this Court in *Harez Ali and another vs. State of Assam and others*, reported in 2009 [2] GLT 561. It is his submission that as per provision of sub-rule [10] of Rule 47 of the Rules, 2002, the settlement of a market is to be made in favour of the highest bidder and in the event the bid of the highest bidder is not accepted, the same requires Government's prior and formal approval. But in the case in hand, no such prior and formal approval was obtained from the Government prior to issuance of the settlement order in favour of the respondent no. 8.

5. Mr. Dev Nath, learned Standing Counsel, P&RD Department has submitted that the General Standing Committee of the Anchalik Panchayat in its meeting held on 29.06.2022, had recorded the reasons for non-acceptance of the bids of the 10 [ten] bidders including petitioner herein, who had quoted higher bid values than the respondent no. 8. It was only after recording reasons for non-acceptance of the bids of the said 10 [ten] bidders, the bid of the respondent no. 8 was accepted finding his bid compliant to the conditions set forth in the Tender Notice and as such, no exception can be taken to the decision of the General Standing Committee of the Anchalik Panchayat. It is further submitted by Mr. Dev Nath that since the bid value of the valid bidder was less than Rs. 1,00,000/-, the provisions of Section 105 or Section 109[6] of the Assam Panchayat Act, 1994 does not come into play, meaning thereby,

there is no necessity to seek approval or confirmation from the Zilla Parishad for settlement of the Market.

6. Mr. Dutta, learned counsel appearing for the respondent no. 8 apart from adopting the submissions of Mr. Dev Nath, learned Standing Counsel, P&RD Department, has submitted that none of the other 9 [nine] bidders whose bid values were higher than the respondent no. 8, has assailed the order of settlement passed in favour of the respondent no. 8 because it is apparent from the proceedings of the General Standing Committee of the Anchalik Panchayat that all the other 9 [nine] bids were non-compliant to the conditions set forth in the Tender Notice. Mr. Dutta has further submitted that there were 9 [nine] other bidders who had offered more than bid values than the petitioner and the petitioner has instituted the writ petition without impleading those 9 [nine] higher bidders as party-respondents in the instant writ petition. Mr. Dutta has further submitted that one of the prayers made in this writ petition is that the Market shall be settled in favour of the petitioner as he was the most eligible bidder whereas the General Standing Committee of the Anchalik Panchayat had declared the bid of the petitioner as non-compliant one by recording valid reasons. Thus, the writ petition has suffered from non-impleadment of the necessary parties.

7. In response, Mr. Deka, learned counsel for the petitioner has submitted that it is a settled position of law that an order of settlement made by the Anchalik Panchayat without being confirmed by the General Standing Committee of the concerned Zilla Parishad is not a legally valid settlement. In view of such position, the objection made by the learned counsel for the respondent no. 8, cannot stand in the way when the settlement made in favour of the respondent no. 8 is not a legally valid settlement in the eye of law.

8. I have considered the submissions of the learned counsel for the parties and also perused the materials brought on record by the parties through their pleadings.

9. It is settled that a bidder who has participated in a competitive bidding process atleast has a right to equality and fair treatment in the matter of evaluation of competitive bid offered by him in response to a notice inviting tender in a transparent manner and free from

any hidden agenda and in that respect, he is entitled to be treated in a fair, equal and non-discriminatory manner in the matter of evaluation of his bid. A bidder has an enforceable right to that limited extent before the Court and the Court can definitely examine the issue as to whether the petitioner has been treated unfairly or discriminated against. An obligation is also cast on the tendering authority to proceed with the matter in fair, just and transparent manner by undertaking the exercise in accordance with law. In matters relating to distribution of State largesses and, more particularly, grant of settlement, the State or its instrumentalities/agencies are bound to adhere to the norms, standards and procedures laid down by them and it is not permissible for them to make a departure in an arbitrary manner. Though the decision is not amenable to judicial review, but the Court while exercising its power of judicial review can examine the decision making process and interfere if it is found vitiated on the grounds of unreasonableness, arbitrariness or mala fides. The test for the Court is to see whether there is any infirmity or arbitrariness in the decision making process. The power of judicial review is also applicable in the matters of distribution of State largesses in order to prevent arbitrariness. The purpose of judicial review in contractual matters is to examine as to whether the principles laid down in Article 14 of the Constitution of India have been kept in view while accepting and refusing a tender and is to ensure that all the participant bidders receive fair treatment at the hand of the administrative authority. The Court while exercising its power of judicial review can examine a matter of grant of distribution of State largesses to satisfy itself as to whether the authority which has been vested with the power to take the decision has adopted a procedure satisfying the test of Article 14 of the Constitution of India or in conformity with the statutory provisions governing the matter which is the Assam Panchayat Act, 1994 in the case in hand.

10. If in a particular case, the Tendering Authority is required to adhere to certain statutory prescription then in that case, the Tendering Authority is under obligation to adhere to the said statutory prescription and it is not permissible for the Tendering Authority to make any aberration and a departure from the procedure laid down by the statutory provision. As per the provision of Section 52[1][a] of the Assam Panchayat Act, 1994, an Anchalik Panchayat shall have a General Standing Committee and such General Standing Committee has to perform functions relating to the establishment matters, communication, buildings, rural

housing, relief against natural calamities water supply and all miscellaneous residuary matters. Section 81[a] of the Panchayat Act, 1994 has provided for constitution of a General Standing Committee in the Zilla Parishad and Section 83[1] of the Act has likewise mentioned the functions of the said Committee. As per Section 105[1] of the Assam Panchayat Act, 1994, all markets within the territorial jurisdiction of Anchalik Panchayat shall be settled in the manner prescribed for a period coinciding with and not exceeding one Panchayat Financial Year by inviting tenders at the office of the Anchalik Panchayat by its President. Sub-section [3] of Section 105 has laid down that the powers of examination and final acceptance of bids is vested in the Standing Committee constituted under Section 52[1][a] and as per sub-section [4] of Section 105, all settlement made under sub-section [3] is subject to confirmation of the Zilla Parishad. As per Rule 47[10] of the Rules, 2002, the tender of the highest bidder shall be accepted and acceptance of tender other than the highest bidder requires the Government's prior and formal approval. Section 109[6] has *inter alia* provided the Markets falling under any Anchalik Panchayat within the jurisdiction of Zilla Parishad, the yearly sale value of which is more than Rs. 1,00,000/- shall be settled by the Zilla Parishad concerned for a period coinciding with and not exceeding one Panchayat Financial Year as under Section 105, in the manner prescribed. The powers of examination and final acceptance of such tenders is vested in the General Standing Committee constituted under Section 81 of the Assam Panchayat Act, 1994.

11. On perusal of the proceedings of the General Standing Committee of the Naoboicha Anchalik Panchayat held on 29.06.2022, it transpires that in respect of the Market, 12 [twelve] nos. of bids, as mentioned above, were received and opened. After opening of those bids, the General Standing Committee of the Anchalik Panchayat examined those bids and after examination, reasons as to why the bids of the 11 [eleven] bidders could not be accepted, were recorded. The General Standing Committee had thereafter, found the bid of the respondent no. 8 compliant to all the terms and conditions of the Tender Notice and decided to settle the Market in favour of the respondent no. 8 at his offered bid value of Rs. 69,500.00 for the period from 01.07.2022 to 30.06.2023. Thereafter, the impugned order of settlement, which bears no date, came to be issued in favour of the respondent no. 8 mentioning that the Market had been settled in favour of the respondent no. 8 for the

Panchayat Financial Year : 2022-2023, that is, for the period from 01.07.2022 to 30.06.2023 at his offered bid value of Rs. 69,500.00.

12. At this stage, it is apposite to refer to the observations of the Full Bench of this Court made in *Harez Ali* [supra]. In *Harez Ali* [supra], the provisions of Section 105 and Section 109 of the Assam Panchayat Act, 1994 *inter alia* came up for consideration. It has considered the significance of the expression, 'yearly sale value' appearing in Section 109[6] of the Assam Panchayat Act, 1994. As the observations made in paragraph 27 and Paragraph 29 in *Harez Ali* [supra] are of relevance, the same are quoted herein below for ready reference :-

"[27] Provisions of Sections 105[1], 106[1] and 109[1] of the Act, in respect of inviting tenders of property under the control of Anchalik Panchayat, make it clear and specific that irrespective of price-tag or bid value fixed by the authority concerned in respect of Hats, Ferries and Fisheries, the NIT is issued by the President of the Anchalik Panchayat. After having floated the tenders, if the bid value of the eligible highest bidder is less than Rs. 1 lakh, the Standing Committee of Anchalik Panchayat will examine and accept the tenders of the highest eligible bidder and forward it to the Zilla Parishad, for confirmation, in terms of the sub-sections [4] of Section 105, sub-sections [4] 106, sub-sections [4] of Section 109, as the case may be. It may be clarified that irrespective of yearly sale value being less than rupees one lakh, it is mandatory on the Anchalik Panchayats to forward all such tender papers, comparative chart and other related papers to the Zilla Parishad, for confirmation of settlement made by Anchalik Panchayat. It may be pointed out that any settlement made in respect of Hats, Ferries and Fisheries without such confirmation by the Zilla Parishad, will not be a legally valid settlement.

[29] Further, we also respectfully disagree with the view taken by the Single Bench in *Khalilur Ramhan vs. State of Assam* [supra], to the effect that 'the question of jurisdiction between Zilla Parishad and Anchalik Panchayat would remain indecisive till the submission and opening of the tender papers', as because the procedure laid down by 'the Act', is precisely clear that all NITs, in respect of Ghats, Hats and Fisheries, irrespective of the 'yearly sale value' of such property in question, are required to be floated by the Anchalik Panchayat. However, after

submission of all tender papers before the Anchalik Panchayat, if the bid value offered by the eligible highest bidder is found to be more than rupees one lakh, the Standing Committee of Anchalik Panchayat, constituted under Section 52 of the Act, shall immediately forward all such tender papers submitted by the bidders together with comparative chart prepared and processed as per procedure prescribed, to the Zilla Parishad concerned, for doing needful at their end, in accordance with law. However, in case the bid value offered by eligible highest bidder is less than rupees one lakh, the Standing Committee of the Anchalik Panchayat shall accept tender value offered by eligible highest bidder and forward such recommendations for confirmation by the Zilla Parishad. We hasten to add here that if any given case, the highest bidder is not found suitable, law prescribed, for such eventuality will have to be followed."

13. It bears repetition to mention that the provision of Section 105[4] has prescribed that all settlements made by the Anchalik Panchayats shall be subject to the confirmation of the Zilla Parishad. Thus, the provision has also envisaged the situation where the bid value offered by the highest eligible bidder is less than Rs. 1,00,000/- and in such a situation also, the General Standing Committee of the Anchalik Panchayat shall first accept the bid value offered by the eligible highest bidder and forward the recommendation for confirmation by the jurisdictional Zilla Parishad. From a combined reading of the afore-mentioned provisions and the afore-quoted observations made in *Harez Ali* [supra], it is clear that even if the bid value of the eligible highest bidder is less than Rs. 1,00,000/-, the General Standing Committee of the Anchalik Panchayat after examination and acceptance of the bid of the highest eligible bidder, has to compulsorily forward it to the jurisdictional Zilla Parishad for its confirmation in terms of sub-section [4] of Section 105 of the Assam Panchayat Act, 1994. In such a case, that is, where the bid value offered by the highest valid bidder is less than Rs. 1,00,000/-, it is also mandatory for the Anchalik Panchayat to forward all the tender papers, comparative statement and other related papers to the Zilla Parishad for enabling it to arrive at a decision regarding confirmation of settlement made by the Anchalik Panchayat and it has been authoratively held that any settlement made in respect of a market without such confirmation by the Zilla Parishad is not a legally valid settlement. It has further observed that if after examination of all the tender papers by the Anchalik Panchayat, the bid value offered by the eligible higher bidder found to be more that Rs. 1,00,000/-, the General Standing

Committee of the Anchalik Panchayat, constituted under Section 52[1][a] of the Assam Panchayat Act, 1994, shall immediately forward all such tender papers submitted by the bidders together with the comparative statement prepared and processed as per procedure prescribed, to the concerned Zilla Parishad for doing the needful at their end in accordance with law.

14. In the case in hand, one of the contentions advanced on behalf of the petitioners is that after the General Standing Committee of Naoboicha Anchalik Panchayat in its meeting held on 29.06.2022 decided to settle the Market in favour of the respondent no. 8 at a much lesser value than the bid value offered by the petitioner and other bidders, the tender papers, the comparative statement and other related papers were not forwarded by the Anchalik Panchayat to the Lakhimpur Zilla Parishad for confirmation of the settlement made in favour of the respondent no. 8 by the Anchalik Panchayat. In the affidavit-in-opposition filed by the respondent nos. 5 & 6 on 17.08.2022, it has been averred that the bids of the 12 [twelve] nos. of bidders received in respect of the Market, were opened on 17.06.2022 by the General Standing Committee of the Anchalik Panchayat and thereafter, the Committee had prepared the comparative statement recording the remarks about the documents submitted by the bidders along with their bids. Thereafter on 29.06.2022, the President of the Anchalik Panchayat announced that the tender papers and documents would be verified. After carrying out such verification process by the General Standing Committee recordings its remark as regards responsiveness or non-responsiveness of each of the bids, the settlement order was issued in favour of the respondent no. 8. The additional affidavit-in-opposition filed on behalf of the respondent nos. 5 & 6 on 01.02.2023 is also silent on the aspect as to whether the tender papers, the comparative statement and other related papers were forwarded at any point of time, prior to the order of settlement, to the Lakhimpur Zilla Parishad. It is, thus, evident that Naoboicha Anchalik Panchayat prior to passing of the order of settlement in favour of the respondent no. 8, did not forward the tender papers, the comparative statement and other related papers seeing confirmation of the settlement made by it from the Lakhimpur Zilla Parishad. The undated settlement order does not reflect that a copy of the same had been sent to the Lakhimpur Zilla Parishad. In view of the settled position of law that any settlement made in respect of a market without such confirmation of settlement by

the jurisdictional Zilla Parishad is not a legally valid settlement, the order of settlement made in favour of the respondent no. 8 in the instant writ petition is found in violation of the statutory prescription contained in Section 105[4] of the Assam Panchayat Act. In the face of such violation of the statutory prescription, the contention regarding non-impleadment cannot be countenanced. For such violation of the statutory prescription, the order of settlement made in respect of the Market in favour of the respondent no. 8 is found to be unsustainable in law and, thus, the same is liable to be set aside. It is accordingly set aside.

15. As the order of settlement made in favour of the respondent no. 8 has been interfered with on the ground that the order of settlement was without confirmation from the jurisdictional Zilla Parishad, this Court is of the considered view that the Naoboicha Anchalik Panchayat shall now proceed with the matter of settlement from the stage at which the process of settlement has been interfered with, meaning thereby, the Anchalik Panchayat shall now forward all the tender papers, comparative statement and other related papers to the jurisdictional Zilla Parishad for confirmation of the settlement made in favour of the respondent no. 8 in terms of Section 105[4] of the Assam Panchayat Act, 1994, as amended.

16. Another contention advanced on behalf of the petitioners is that the General Standing Committee of Naoboicha Anchalik Panchayat while verifying, examining and evaluating the bids of the 12 [twelve] nos. bidders, took irrelevant factors into consideration and ignored relevant factors from consideration while arriving at the decision to settle the Market in favour of the respondent no. 8. This Court is of the considered view that since the jurisdictional Zilla Parishad has the power and authority to confirm the decision of settlement of the Market or otherwise, and the said authority is yet to consider and reach a decision for according confirmation to it or not, this court likes to refrain itself from making any observations as regards responsiveness or otherwise in respect of the 12 [twelve] bids including that of the petitioner, received in response to the Tender Notice for the Market so as to leave the said authority to exercise its power and authority independently. Thus, it is the Zilla Parishad while undertaking the exercise, which authority has to make application of its mind independently by taking into consideration all the relevant factors and examine the matter for according or declining confirmation to the decision taken by the Anchalik Panchayat with regard to

settlement of the Market. Therefore, the respondent authorities in the Naoboicha Anchalik Panchayat and Lakhimpur Zilla Parishad are directed to revisit the matter of settlement once again on the basis of the records containing the tender documents of the participant bidders and to arrive at a decision on the settlement of the Market in terms of the Tender Notice dated 23.05.2022 and in compliance of the provisions of Section 105[4] read with Section 109[6] of the Assam Panchayat Act, 1994. As the tenure of settlement of the Market is going to end on 30.06.2023, it is expected that the respondent authorities shall complete the exercise and finalize the matter of settlement of the Market within a period of 15 [fifteen] days from the date of receipt of a certified copy of this order from the petitioners at the office of the respondent no. 6.

17. At this stage, Mr. Dutta, learned counsel for the respondent no. 8 has submitted that the respondent no. 8 has already deposited the installment amount to operate the market upto 30.06.2023 and the respondent no. 8 is presently operating the market. Thus, he may be allowed to operate the market till 30.06.2023.

18. In view of the directions given above, the respondent no. 8 may be permitted to operate the market till the decision on the settlement of the Market is made by the Zilla Parishad and further, the decision about the operation of the Market will abide by the final decision arrived at by the Zilla Parishad. In the event the order of settlement made in favour of the respondent no. 8 is interfered with and if any excess amount of installment is found to be refunded to the respondent no. 8 due to deposit already made by him, the same shall be refunded by the respondent authorities forthwith thereafter.

19. With the observations made and directions given above, the writ petition stands allowed to the extent indicated above. There shall, however, be no order as to cost.

JUDGE

Comparing Assistant