

**HIGH COURT OF TRIPURA
AGARTALA**

WP(C) No.395 of 2022

Sri Anupam Datta

S/O Sri Ranjit Kumar Datta, resident of Village-92 Chowdhury Para,
near Amtali HS School, Khashmadhupur, PO & PS-Amtali,
Sub-Division-Agartala, District- West Tripura, Pin-799130,
aged about 35 years.

....Petitioner(s)

Versus

1. The State of Tripura

Represented by the Commissioner & Secretary,
Health & Family Welfare Department, Government of Tripura,
having his office at New Secretariat Complex, Gorkhabasti, Agartala, PO-
Kunjaban, PS- New Capital Complex, Sub-Division-Agartala, District-West
Tripura.

2. The Commissioner & Secretary

to the Department of Health & Family Welfare, Government of Tripura,
having his office at New Secretariat Complex, Gorkhabasti, Agartala, PO-
Kunjaban, PS- New Capital Complex, Sub-Division- Agartala, District-
West Tripura.

3. The Commissioner & Secretary

to the Finance Department, Government of Tripura, having his office at New
Secretariat Complex, Gorkhabasti, Agartala, PO-Kunjaban,
PS- New Capital Complex, Sub-Division- Agartala,
District- West Tripura.

4. The Director Tripura Health Services

Government of Tripura, having his office at PN Complex,
Gorkhabasti, Agartala, PO-Kunjaban, PS- New Capital Complex,
Sub-Division- Agartala, District- West Tripura.

5. The Director of Medical Education

Government of Tripura, having his office at PN Complex,
Gorkhabasti, Agartala, PO-Kunjaban, PS- New Capital Complex,
Sub-Division- Agartala, District- West Tripura.

....Respondent(s)

For Petitioner(s)	:	Mr. Somik Deb, Sr. Adocate Mr. P. Chakraborty, Advocate Mr. S. Majumder, Advocate
For Respondent(s)	:	Mr. M. Debbarma, Addl. G.A. Ms. K. Reang, Advocate Ms. Bindu Narzary, Advocate

Date of hearing & Delivery of Judgment & Order	:	01.03.2024
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Whether fit for reporting	:	Yes
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HON'BLE MR. JUSTICE ARINDAM LODH
JUDGMENT & ORDER (ORAL)

Heard Mr. Somik Deb, learned senior counsel assisted by Mr. P. Chakraborty along with Mr. S. Majumder, learned counsel appearing for the petitioner. Also heard Mr. M. Debbarma, learned Addl. G.A. along with Ms. K. Reang and Ms. Bindu Narzary, learned counsel appearing for the respondents-State.

2. The Impugment is the Memorandum dated 19.06.2017 (*Annexure 25* to the writ petition), whereby and whereunder the petitioner had been asked to deposit Rs.25,00,000/- (Rupees twenty five lakh) only since he failed to fulfill the terms and conditions to which he had promised at the time of his release to pursue Post-Graduate degree in MD (Forensic Medicine) course.

2.1 Briefly stated, the petitioner was an MBBS doctor and on his appointment he joined the Health & Family Welfare Department, Government of Tripura. In the year 2013, the petitioner submitted an application to the Director, Directorate of Family Welfare and Preventive Medicine, Government of Tripura praying for issuing no-objection certificate so that he could pursue the MD course. On consideration of the said application, the Deputy Secretary, Health and Family Welfare Department with the approval of the Governor vide order dated 04.09.2013(*Annexure 9* to the writ petition) released the petitioner keeping in view that it would be of definite advantage to public interest since such study would be valuable in increasing efficiency of the petitioner in his duties. In the said order it is categorically stated thus:-

“Certified that Dr. Datta, is likely to return to the same post carrying similar pay and allowances and same station where from he has proceeded on leave and he would have continued to officiate in that post if he had not proceeded on leave.”

It was also certified in the said order that *“he had already executed Bond in prescribed form”*.

2.2 After completion of MD course, the petitioner returned and joined to the place wherefrom he was released to pursue MD course. Thereafter, the petitioner had been transferred to AGMC & GBP Hospital, Agartala under the order dated 08.09.2016 (*Annexure 17* to the writ petition).

2.3 All on a sudden, the petitioner had submitted his resignation on 18.03.2017 (*Annexure 19* to the writ petition). In the said resignation letter, the petitioner stated that he was unable to continue his present post of General Duty Medical Officer, Gr.IV of THS which he was continuing from 08.10.2012 and at that relevant point of time he was posted at Department of Forensic Medicine & Toxicology, AGMC & GBP Hospital, Agartala. The petitioner further requested to accept his resignation w.e.f. the afternoon of 30.04.2017.

2.4 It is revealed that on the same date i.e. on 18.03.2017 itself, the petitioner made a prayer for appointment as Assistant Professor in the Department of Forensic Medicine & Toxicology under Tripura Medical College & Dr. BRAM Teaching Hospital, Hapania, Agartala wherein he stated that he wanted to serve this institution as Assistant Professor in the said department. Thereafter, appointment order had been issued by the

competent authority of Tripura Medical College & Dr. B. R. Ambedkar Memorial Teaching Hospital [hereinafter referred to as TMC] on 18.04.2017(*Annexure 20* to the writ petition), consequent to which the petitioner reported his joining to the authority concerned of TMC.

2.5 Thereafter, having noticed the same that the petitioner had joined at TMC, the State-respondents have issued a Memorandum dated 19.06.2017 whereby and whereunder the petitioner was asked to deposit the principal amount of Bonded money of Rs.25.00 lakh to the Department within 30.06.2017 through Treasury Challan under the concerned account of the State-respondents.

3. In the aforesaid background of facts, Mr. Deb, learned senior counsel appearing on behalf of the petitioner has submitted that the petitioner has never violated the conditions of the Bond which he executed at the time of his release to pursue MD course. Mr. Deb, learned senior counsel has vehemently tried to pursue this court with the submission that after completion of the course he joined that place wherefrom he was released. He further submitted that during discharge of duties at Atharabhola Primary Health Centre, Gomati District, the State-respondents had transferred the petitioner to AGMC & GBP Hospital, Agartala. So it cannot be said that the petitioner had failed to fulfill the conditions embodied in the Bond dated 03.08.2013 (*Annexure 21* to the writ petition) as well as in his release order dated 04.09.2013.

3.1 Another fold of submission advanced by learned senior counsel is that the petitioner had not left Tripura, but, he has been serving the State of Tripura being engaged in another hospital. Further, referring to 31(2) (d)

and 31 (3)(a) of the Tripura State Civil Services (Leave) Rules, the Government can recover the amount to the extent of loss incurred and not beyond that.

4. Per contra, Mr. Debbarma, learned Addl. G.A appearing on behalf of the State-respondents contended that the petitioner had caused serious loss to the Health Department governed by the State Government. Learned Addl. G.A further submitted that the petitioner was released for pursuing higher studies considering his increase in efficiency in medical education so that he can serve the people of Tripura through the organisation of the Government. In the Government service, the petitioner had executed a Bond with sureties wherein it was clearly stated that in the event he does not *serve the Government after rejoining for such period not exceeding the 5 years as the Government may require or refusing to serve the Government in any other capacity as may be required by the Government on a salary to which he would be entitled under the Rules*, then, the petitioner would have to pay Rs.25.00 lakh with interest.

5. Learned Addl. G.A has further drawn my attention to the fact that the petitioner had resigned from his post on 18.03.2017 and surprisingly, on the said date he submitted a prayer to the competent authority of TMC for his appointment as Assistant Professor in the said organisation. Learned Addl. G.A has further pointed out that in the resignation letter, the petitioner made a request to accept the resignation on or before 30.04.2017. However, the petitioner had joined as Assistant Professor at TMC before expiry of the said period of resignation. Mr. Debbarma, learned Addl. G.A has further submitted that Rule 31 of Tripura

State Civil Services (Leave) Rules has no relevance to the context of the instant case. Ultimately, learned Addl. G.A has prayed for dismissing the present writ petition filed by the petitioner.

6. I have considered the rival submissions advanced by learned counsel for the petitioner and have perused the records enclosed with the writ petition. Admittedly, the petitioner had been released by the Government under the order dated 04.09.2013 to pursue his MD course. For the sake of brevity the said order dated 04.09.2013(supra) may be reproduced here-in-below:-

*“GOVERNMENT OF TRIPURA
HEALTH AND FAMILY WELFARE DEPARTMENT*

NO. F.5 (7)-DME/PG/WARDHA2013/1799-1808 Dated, Agartala, the 04/09/2013

ORDER

The Governor, Tripura is pleased to sanction 3(three) years Extra-ordinary leave with effect from 03-06-2013 to 02-06-2016 prefixing Govt. holiday on 02-06-2013 in favour of Dr. Anupam Datta, Gr.-IV of THS, Atharabhola PHC, Gomati Tripura for prosecuting his Post Graduate course in M.D(Forensic Medicine and Toxicology) at J.J.M. Medical College, Davangere, Kornataka, during the session 2013-14.

Dr. Datta is released from his duties from the afternoon of 01-06-2013.

"Certified that the course of study shall be of definite advantage from the point of view of public interest and that such study shall be valuable in increasing the efficiency of Dr. Datta, in his duties"

"Certified that Dr. Datta, is likely to return to the same post carrying similar pay and allowances and same station where from he has proceeded on leave and he would have continued to officiate in that post if he had not proceeded on leave."

"Also certified that he had already executed Bond in prescribed form"."

By order of the Governor

*(Bina Basfore)
Deputy Secretary to the
Government of Tripura"*

7. At the time of release, the petitioner had executed a Bond dated 18.04.2017(***Annexure 21*** to the writ petition). In the said Bond there are two sureties, for convenience, the contents of the entire Bond are re-produced herein for convenience in *extenso*:-

"KNOW ALL MEN BY THESE PRESENTS THAT WE

*Dr. Anupam Datta resident of Tripura. In the District of South Tripura at present employed as Jr. Medical officer in the Ministry/office of Atharabhola P.H.C. (hereinafter called "the Obligor") and ***Shri/Smti/Kumari*** Ranjit kr. Datta Son/Daughter of Late Khagendra Ch. Datta of Amtali P.O Amtali, P.S. Amtali and Shri/Smt. Dipali Rani Datta Son/Daughter of late Krishana Narayan Datta of village – Amtali Post-Amtali P.S Amtali (herein after called "the Sureties") do hereby jointly and severally bind ourselves and our respective heirs, executors and administrators to pay to the Governor of Tripura (hereinafter called "the Government") on demand the sum of Rs.25 lacks (Rupees Twenty five lacks)only together with interest thereon from the date of demand at Government rates for the time being in force on Government loans or, if the payment is made in a country other than India, the equivalent of the said amount in the currency of that country converted at the official rate of exchange between that country and India **AND TOGETHER** with all costs between attorney and client and all charges and expenses that shall or may have been incurred by the Government.*

WHEREAS the Government has, at the request of the above bounden **Shri/Shrimati/Kumari Dr. Anupam Datta** employed as a **Jr. Medical Officer Gr.IV of T.H.S.** granted him/her regular leave, followed by extraordinary leave without pay and allowances for a period of 36 months 10 days with effect from 01-06-2013 in order to enable **him/her** to study at **J.J.M. Medical College Davangere Karnataka.**

AND WHEREAS the Government has appointed will have no appoint a substitute to perform the duties of **Dr. Anupam Datta** during the period of absence of **Shri/Shrimati/Kumari Dr. Anupam Datta** on extraordinary leave.

AND WHEREAS for the better protection of the Government, the obligor has agreed to execute this Bond with two sureties with such condition as hereunder written.

AND WHEREAS the said sureties have agreed to execute this Bond as sureties on behalf of the bounden **Dr. Anupam Datta**

NOW THE CONDITION OF THE ABOVE WRITTEN OBLIGATIONS IS THAT in the event of the obligor **Shri/Shrimati Kumari Dr. Anupam Datta** failing to rejoin on the expiry of the period of extraordinary leave the post originally held by **him/her** and serve the Government after, rejoining for such period no exceeding a period of 5(five) years as the Government may require or refusing to serve the Government in any other capacity as may be required by the Government on a salary to which he/she would be entitled under the rules, the said **Shri/ Shrimati/Kumari Dr. Anupam Datta** or his/her heirs, executors, and administrators shall forthwith pay to the Government on demand the said sum of 25.00 lacks with interest thereon from the date of demand at Government rates for the time being in force on Government loans.

*AND upon the obligor **Shri/Shrimati/Kumari Dr. Anupam Datta** **Shri/Shrimati/Kumari Ranjit Kr. Datta** and or **Shri/Shrimati/Kumari Dipali Rani Datta** the sureties aforesaid making such payment the above written obligation shall be void and of no effect, otherwise it shall be and remain in full force and virtue.*

***PROVIDED ALWAYS** that the liability of the sureties hereunder shall not be impaired or discharged by reason of time being granted or any or forbearance, at or omission of the Govt. or any person authorized by them(whether with or without the consent or knowledge of the sureties, nor shall it be necessary for the Government to 'sue' the obligor before suing the sureties **Shri/Shrimati/Kumari Ranjit Kr. Datta** and **Shri/Shrimati/Kumari Dipali Rani Datta** or any of them for amount due hereunder.*

The Bond shall in all respects be governed by the laws of India for the time being in force and the rights and liabilities hereunder shall where necessary be accordingly determined by the appropriate courts in India.

The Government have agreed to bear the stamp duty payable on this Bond Signed and dated ____th day of _____ two thousand thirteen.

*Signed and delivered by the Obligor above name **Shri/Shrimati/Kumari Dr. Anupam Datta***

In the Presence of:-

Witnesses: (1) Sd/-

(2)

*Signed and delivered by the Surety above named **Shri/Shrimati/Kumari Ranjit Kumar Datta***

In the Presence of:-

Witnesses: (1) Sd/-

(2)

*Signed and delivered by the Surety above named
Shri/Shrimati/Kumari Dipali Rani Datta*

In the Presence of:-

Witnesses: (1) Sd/-

(2)

Sd/-

ACCEPTED”

8. After completion of M.D course, the petitioner returned and joined on 02.08.2016 at the place wherefrom he was released. During the discharge of his duties, the petitioner had been transferred from Atharabhola P.H.C. to AGMC & GBP Hospital, Agartala. However, suddenly, the petitioner had submitted his resignation vide letter dated 18.03.2017. The said resignation letter is reproduced hereunder:-

*“To, The Director of Health Services,
 Govt. of Tripura,
 Pandit Nehru Complex,
 Gurkhabasti, Agartala.*

From,

Dr. Anupam Datta

M.B.B.S., M.D. (FMT)

Medical Officer Dept. of Forensic Medicine & Toxicology.

A.G.M.C. & G.B.P. Hospital, Agartala.

(Through proper channel)

*Subject: Resignation from the post of General Duty Medical Officer,
 Gr IV of THS.*

Sir,

With due respect I beg to state that due to some unavoidable circumstances in connection with my family I am unable to continue my present post of JMO/GDMO Gr IV of THS which I am continuing

from 08/10/12 and at present posted in Dept. of Forensic Medicine & Toxicology, AGMC & GBP Hospital, Agartala.

In view of the same I request you to kindly accept my resignation w.e.f. the afternoon of 30/04/2017 and oblige thereby.

Yours Sincerely

Sd/-

Dr. Anupam Datta

Dated: 18/03/2017”

9. On bare perusal of the said resignation letter, it reveals that the petitioner requested the concerned authority of the Government to accept his resignation w.e.f. the afternoon of 30.04.2017. But, it transpires from the record that on the same day i.e. on 18.03.2017 itself, the petitioner submitted his prayer to the competent authority of the TMC for appointment to the post of Assistant Professor in Department of Forensic Medicine & Toxicology. The TMC authority on consideration of his application, issued an appointment order dated 18.04.2017 in favour of the petitioner which the petitioner had accepted and joined the TMC. So, it is apparent that the petitioner did not even wait till the effective date of his resignation or till its acceptance by the State-Government.

10. In my opinion, the conduct of the petitioner is not at all acceptable. It is settled that ordinarily a resignation becomes effective when it is accepted and the Government servant is relieved from his duties, unless the rule contemplates otherwise. In the instant case, in the resignation letter dated 18.03.2017, the petitioner had mentioned the effective date of accepting his resignation w.e.f. afternoon of 30.04.2017. That means, the

petitioner submitted his resignation just after completion of almost 7(seven) months from the date of his rejoining into service under the department of Directorate of Family Welfare and Preventive Medicine, Government of Tripura, and much before completion of 5(five) years of service under the Government of Tripura in terms of the Bond he executed on 03.08.2013. In this circumstance, in my opinion, the resignation of the petitioner w.e.f. afternoon of 30.04.2017 would not be automatic. To say it otherwise, to resign from his post under the Government, he had to fulfill the condition stipulated in the Bond where he undertook that in case of his failure to re-join in service to the place where he was posted prior to his prosecuting study in post-graduate course or refusal to serve the Government of Tripura for 5(five) years after rejoining his service on successful completion of Post-graduate course, he had to refund/deposit Rs.25.00 lakh together with interest thereon at Government rates from the date of demand. So, resignation is subject to aforesaid condition which the petitioner had promised by way of executing the prescribed statutory Bond and thus, acceptance of such resignation was contingent to fulfillment of such promise by the promisee, i.e., the petitioner and his sureties. In my considered view, unless and until the condition laid down in the Bond is fulfilled, the resignation would not be effective from the time and date mentioned in the resignation letter.

11. That apart, besides the above violations of the conditions mentioned in the Bond, it is noticed that the subsequent conduct of the petitioner as enumerated in the preceding paragraphs clearly postulates that the petitioner had moved in a calculated manner. In such a situation, in my

opinion, the State-respondents had no other alternative, but to issue the Memorandum dated 19.06.2017 asking him to refund/deposit the amount as per his promise he made in the Bond. For convenience, the Memorandum dated 19.06.2017 is reproduced hereunder, *in extenso*:-

**“GOVERNMENT OF TRIPURA
HEALTH & FAMILY WELFARE DEPARTMENT**

NO.F.13(1390)-HFW/2012

Dated, Agartala the 19-06-2017.

MEMORANDUM

WHEREAS Dr. Anupam Datta, JMO, Grade-IV of THS, AGMC & GBP Hospital, Agartala West Tripura has tendered his resignation from his service under this Department w.e.f. 30-04-2017.

AND

WHEREAS it appears from the records that Dr. Datta have been nominated by this Department for undergoing PG study in MD (Forensic Medicine) course during the session 2013 at JJM. Medical College, Devangere, Karnataka.

AND

WHEREAS it also appears that Dr. Datta has executed a Bond under this Department in connection with his study in MD (Forensic Medicine) course.

AND

WHEREAS as per terms and condition (Bond) executed by Dr. Anupam Datta and his sureties on 03-08-2013 in the event of Dr. Anupam Datta, the obligator fails to serve under this Department for a period of 5(five) years, the obligator and the sureties shall forthwith pay to the Government or as may be directed by the Government an amount of Rs.25,00,000/-(Rupees twenty five lakh) only together with interest from the date of demand.

AND

WHEREAS Dr. Anupam Datta did not complete 5(five) years service under this Department and tendered resignation form service under this Department w.e.f. 30-04-2017.

AND

Thus Dr. Anupam Datta has violated the terms and conditions of the Bond executed by him on 03-08-2013.

Dr. Anupam Datta, Grade-IV of THS is therefore asked to deposit the principal amount of Bonded money Rs.25,00,000/- (Rupees twenty five lakh) to this Department within 30-06-2017 through Treasury Challan under Head of Account-0210-Medical & Public Health, 03- Medical Education Training & Research, 105-Allopathy and also deposit interest money Rs.57,753/-(Rupees fifty seven thousand seven hundred fifty three) to this Department within 30-06-2017 through Treasury Challan under Head of Account 0049-04-800-00 for consideration of his request to accept the resignation.

Sd/- Illegible

(Anima Debbarma.)

*Under Secretary to the
Government of Tripura.”*

12. I find no illegality or error in the issuance of the said memorandum dated 19.06.2017 by the State Government asking the petitioner to pay/deposit Rs.25.00 lakh i.e. Bonded money.

13. Next, keeping in view the submission of learned senior counsel as regards the applicability of Rule 31(2) (d) and 31 (3)(a) of the Tripura State Civil Services (Leave) Rules, 1986[here-in-after referred to as “Rules of 1986”], at the outset, I deem it fit to reproduce the said rules, which reads thus:-

“31. Extraordinary leave

(1) * * * * *

(2) *Unless the Governor in view of the exceptional circumstances of the case otherwise determines, no Government servant, who is not in permanent employ or quasi-permanent employ, shall be granted extraordinary leave on any one occasion in excess of the following limits:-*

(a) * * * * *

(b) * * * * *

(c) * * * * *

(d) *twenty-four months, where the leave is required for the purpose of prosecuting studies certified to be in the public interest, provided the Government servant concerned has completed three years continuous service on the date of expiry of leave of the kind due and admissible under these rules, including three months' extraordinary leave under clause (a).*

(3) (a) *Where a Government servant is granted extraordinary leave in relaxation of the provisions contained in clause (d) of sub-rule (2), he shall be required to execute a Bond in Form 5 undertaking to refund to the Government the actual amount of expenditure incurred by the Government during such leave plus that incurred by any other agency with interest thereon in the event of his not returning to duty on the expiry of such leave or quitting the service before a period of three years after return to duty.*

(b) *The Bond shall be supported by sureties from two permanent Government Servants having a status comparable to or higher than that of the Government servant."*

14. Rules of 1986 is a complete statute framed in exercise of powers conferred by the proviso to Article 309 of the Constitution of India regulating different kinds of leave the State Government employees are entitled to. Rule (3)(a) of the Rules of 1986 categorically lays down that where a Government servant is granted extraordinary leave in relaxation of the provisions contained in clause (d) of sub-rule (2), he must be required to

execute a Bond in Form-5 undertaking to refund to the Government the actual amount of expenditure incurred by the Government during such leave along with interest thereon, in the event of his not returning to duty on the expiry of such leave or quitting the service before a period of 3(three) years after return to duty. In the instant case, the petitioner though returned to service under the State-respondents, but virtually for all practical purposes quitted the service before the period mentioned in the Bond (Form-5).

15. I have meticulously perused Form-5 of Rule 31(3) of Rules of 1986, the contents of which is replicated in the Bond the petitioner had executed. Under Form 5, it is clearly stated that the petitioner being the ‘**Obligor**’ and his two sureties including their heirs, executors and administrators were jointly and severally bounded to repay to the Governor of Tripura(hereinafter called “the Government”) the amount mentioned in the Bond itself. In the instant case, the Bond clearly contains that on demand the petitioner has to repay Rs.25.00 lakh along with the interest. As such, I do not find any illegality or arbitrariness asking the petitioner to refund/deposit Rs.25.00 lakh as mentioned in Form-5 in favour of the Government.

16. More importantly, the entire scheme of the Rules of 1986 suggests that Form-5 appended to Rule 31(3) read with Rule 31(2)(d) and the conditionalities contained therein have statutory force and the compliance of the provisions embodied in the said Rules is thus mandatory. As a matter of reiteration, in the instant case, the petitioner and his sureties bounded themselves by executing the said statutory Bond and to refund the Bond amount in terms of the Bond. As such, all of them jointly and severally

are obviously obligated and liable to refund/deposit Rs.25.00 lakh since the petitioner has failed to serve the State-respondents for a period of 5 years as indicated in the Bond. That apart, the petitioner, as I said earlier, even did not wait for expiry of the resignation period that he mentioned in his resignation letter dated 18.03.2017.

16. As regards the submission of learned senior counsel appearing on behalf of the petitioner that the respondents cannot demand to refund the sum of Rs.25.00 lakh as mentioned in the Bond since it might not be the actual loss incurred by the State's Health department, I am of the opinion that it is not within the domain of the court to assess the loss incurred by the State Government in exercise of its discretionary and extraordinary power under Article 226 of the Constitution of India. In the context of the case, when the Government of Tripura had released the petitioner for prosecuting his post-graduate degree, it was considered by the State Government that for granting extraordinary leave, it would incur the loss of Rs.25.00 lakh which is mentioned in the Bond itself. In view of this, the court in exercise of its power of judicial review will not sit over as an assessing authority to re-assess the damage or loss incurred by the State Government.

17. For the reasons stated and discussed here-in-above, and keeping in conformity with Form-5 appended to Rule 31(3)(a) of the Rules of 1986, I do not find any fault with the State-respondents asking the petitioner to deposit Rs.25.00 lakh to the Government account. The respondents-State have not committed any error of law in directing the petitioner to refund Rs.25.00 lakh in terms of the Bond vide Memorandum dated 19.06.2017. As such, the petitioner is directed to deposit the said amount of Rs.25.00 lakh

within 31.03.2024 to the Government account as mentioned in the said Memorandum (supra).

18. Accordingly, the challenge made against the impugned Memorandum dated 19.06.2017 to quash the same does not call for interference, and thus rejected. As a sequel, the instant writ petition filed by the petitioner is found to be not tenable both on points of law and facts, and the same stands dismissed.

JUDGE



Rohit

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T KAR

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by SAIKAT KAR
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