



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

WRIT PETITION NO.9834 OF 2022

Yash Engineers,
'Surashri' 127,
Tilak Nagar, Aurangabad,
Through its Sole Proprietor,
Laxmikanth s/o Manohar Kapsikar
Age: 56 years, Occu.: Business,
R/o. Plot No.24, Vinayak Aadarsh
Ho. So., Tilak Nagar, Aurangabad.

.. PETITIONER

VERSUS

1. The State of Maharashtra
Through Principal Secretary (2),
Urban Development Department.
2. The Collector, Jalgaon.
3. Maharashtra Jeevan Pradhikaran,
Through Chief Engineer,
Nashik Division, Nashik.
4. The Nagar Panchayat, Bodwad,
District Jalgaon,
Through its,
The Chief Officer.
5. The Nisarg Consultancy,
D-15 Rothis City Plaza, Second Floor,
Near Kalika Mandir, Gadkari Chauk,
Nashik – 422001.

.. RESPONDENTS

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Mr. V. D. Sapkal, Senior Counsel i/b Mr. J. J. Patil, Advocate for the petitioner.

Mr. V. M. Jaware, AGP for respondent Nos.1 and 2 – State.

Mr. A. G. Vasmatkar, Advocate for respondent No.3.

Mr. M. M. Patil (Beedkar), Advocate for respondent No.4.

Mr. S. S. Deshmukh, Advocate for respondent No.5.

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**CORAM : SMT. VIBHA KANKANWADI AND
S. G. CHAPALGAONKAR, JJ.**

**RESERVED ON : 29th JANUARY, 2024
PRONOUNCED ON : 15th APRIL, 2024.**

JUDGMENT [Per Smt. Vibha Kankanwadi, J.] :-

. Rule. Rule made returnable forthwith. Heard learned Advocates for the appearing parties finally by consent.

2. The present petition has been filed for quashing and setting aside the order dated 29.06.2022 passed by respondent No.2 Collector, Jalgaon and to set aside the Resolution No.4, 5 and 14 dated 01.10.2020 passed in the General Body Meeting of respondent No.4 Nagar Panchayat and consequential intimation letter dated 13.10.2020, so also to set aside the work order and agreement dated 22.07.2021 issued to respondent No.5 by respondent No.4 and to direct the respondent authorities to grant extension of time of six months for getting the DPR plan sanctioned from the competent authority and for direction to respondent No.4 to release the amount of Rs.59,53,000/- together with interest @18% per annum, as per the tender submitted by the petitioner to respondent No.4.

3. The petitioner has come with the case that respondent No.4 Nagar Panchayat had issued E-tender for preparation of the Detailed Project Report (DPR), Project Management Consultant (PMC) and for the appointment of the consultant for the various projects. The

E-tender was specifically for the appointment of the consultant for preparation of DPR, technical sanction and administrative approval from the appropriate authority for the project of water supply scheme and PMC/associate for Augmentation Water Supply Scheme under Maharashtra Suvarn Jayanti Nagarotthan Mahabhiyan (MSJNM). Respondent No.4 by its letter dated 16.02.2018 communicated the petitioner to appear before it on 22.02.2018 for fixation of rates of the tender work. Accordingly, the petitioner gave the rates and submitted its offer price to the tune of 5% of the cost of project for preparation of DPR and PMC. After the negotiations, rate of the tender work was fixed to the tune of 3.5% of the total project cost and the breakup of the said amount was to the tune of 1.85% for preparation of DPR and for PMC work to the tune of 1.40%. The petitioner by letter dated 22.02.2018 communicated its consent for carrying out the work at the said rate. Accordingly, by Resolution dated 07.03.2018 passed by respondent No.4, work was allotted to the petitioner and communication to that effect was given to the petitioner on 27.04.2018. The petitioner was also directed to furnish the bank guarantee to the tune of 2% of the amount i.e. Rs.2,00,000/-. Accordingly, the bank guarantee was given. As per the terms of the contract, the petitioner was required to complete the said work of DPR between 24.05.2018 to 24.11.2018. Work order came to be issued in favour of the petitioner on 24.05.2018. The petitioner by letter dated

31.05.2018 requested respondent No.4 to provide necessary information to carry out the work, however, respondent No.4 by communication dated 31.07.2018 informed that though the resolution was saying that the work has been sanctioned to the tune of 3.25%, it cannot be granted in view of the Government policy and then the petitioner was asked to execute a fresh contract, whereby he would be entitled for consideration for the preparation of DPR and PMC to the tune of 3% of the project cost. The petitioner had almost done the survey by engaging man power and team of the technical expert as well as huge amount in carrying out that exercise has been invested and, therefore, was left with no option but to accept the communication dated 31.07.2018. Thereafter, petitioner by letter dated 23.08.2018 requested respondent No.4 that the resolution on water reservation should be approved, the water storage tank location information and resolution to that effect should also be approved. The petitioner had also requested respondent No.4 to supply the data in respect of population density of the city. Respondent No.4 passed the resolution on 11.09.2018 in respect of reservation of water for water supply scheme. The petitioner has prepared the detailed plan of reservation for the water supply scheme, however, the petitioner received show-cause notice dated 27.11.2018 stating that it has not completed DPR till 24.11.2018 and explanation was sought within 24 hours. The petitioner replied the same and pointed out that the basic

data demanded by it has not been supplied by respondent No.4. As the data is not supplied, the petitioner was not in a position to complete the work and till that date, not a single pai was paid in respect of the said work to the petitioner. Petitioner had then requested that the time period to complete DPR be extended till 31.03.2019. The petitioner thereafter submitted DPR plans in three copies to respondent No.4 by its letter dated 01.01.2019 and requested respondent No.4 to submit it to the appropriate authority. Reminder was given by the petitioner in respect of the same to respondent No.4 on 15.01.2019. It was for respondent No.4 to place it before the appropriate authority for the approval. Respondent No.4 then made a communication to petitioner on 16.01.2019 regarding extension of time stating that the explanation by the petitioner to the show-cause notice dated 27.11.2018 is satisfactory. The petitioner vide communication letter dated 04.02.2019 requested respondent No.4 to disburse the amount of DPR as per the terms of the contract i.e. Rs.59,53,000/-. Reminder was given on 08.04.2019. The DPR could not be finalized due to code of conduct. The petitioner came to know that the Deputy Engineer, Maharashtra Jeevan Pradhikaran has raised certain queries about the DPR submitted by respondent No.4, which were then forwarded to respondent No.3. Respondent No.3 by letter dated 24.04.2019 asked respondent No.4 to remove the objections raised and file the DPR again. According to the petitioner

all the queries/objections and lacunas were administrative in nature and it was for respondent No.4 to remove the same. However, respondent No.4 by letter dated 03.05.2019 requested to extend the validity of the bank guarantee till 04.05.2020, which was given by the petitioner. In spite of letters given by the petitioner, respondent No.4 has not released the amount, which was due to the petitioner. Respondent No.4 by letter dated 18.06.2019 communicated that until the DPR is sanctioned, the amount will not be released and the amount will be disbursed to the tune of 0.75% of the total cost of the project in view of Government Resolution dated 04.10.2018. Respondent No.4 removed the objections raised by respondent No.3 after about six months from the date of communication, which were in fact, purely administrative in nature. The petitioner, in view of communication by respondent No.4 on 26.12.2019 stating that the amount would be disbursed after the approval of DPR, requested respondent No.4 by letter dated 16.09.2020 to grant extension, however, to the surprise the petitioner received show-cause notice on 24.09.2020 stating that if the petitioner does not get the DPR approved from the competent authority, he will not be the competent person to carry out the said work. Explanation was called from him as to why the work order should not be cancelled. By a detailed report dated 01.10.2020, the petitioner informed that he was not responsible for the delay in getting the approval to the DPR from the competent

authority. The subject was before the General Body Meeting of respondent No.4. The petitioner had requested respondent No.4 for the appointment and tendering of explanation personally, but it was informed by the staff of respondent No.4 that the General Body Meeting was arranged on online web portal and the link was not made available to the petitioner to take part. The General Body meeting passed resolution No.4, 5 and 14 rejecting the extension of time to the petitioner to sanction the DPR from the competent authority. It was then resolved that the work allotted to the petitioner should be cancelled and new agency should be appointed to do the work. The said decision was communicated to the petitioner by letter dated 13.10.2020. The petitioner challenged the said resolution before this Court by filing Writ Petition No.530 of 2021, however, that writ petition came to be withdrawn as alternate remedy was available to assail the said resolution. As an alternate remedy, the petitioner challenged the said resolutions before respondent No.2 Collector under Section 308 of the Maharashtra Municipal Councils, Nagar Panchayats and Industrial Township Act, 1965 (hereinafter referred to as the "Maharashtra Municipal Councils Act"). The petitioner wanted to show as to how the action of respondent No.4 was in gross violation of principles of natural justice and contrary to the record. Respondent No.2 heard the appeal and dismissed the same. Hence, the present petition.

4. Respondent No.4 is relying on the affidavit-in-reply by one Akash Avinash Doifode, Chief Officer of respondent No.4. It has been contended that the petition is strongly objected on the ground that alternate remedy is still available to the petitioner for redressal of the grievance. The impugned order passed by respondent No.2 on 29.06.2022 can still be challenged under Section 318 of the Maharashtra Municipal Councils Act. Even while passing the order dated 23.06.2022 in the petition earlier filed by the petitioner this Court has observed "needless to state if petitioner is aggrieved by the order of District Collector, he would be at liberty to avail of the statutory remedy as would be permissible in law and all contentions with regard to the said order as well as subsequent events, which has not been considered while disposing of this petition are kept open." The petitioner can still file revision before respondent No.1 under Section 318 of the Maharashtra Municipal Councils Act. The other allegations in the petition are denied specifically and it is stated that it was the petitioner who supposed to complete the work of preparation of DPR within a period of six months, which he had admittedly not done. The extension was given after 24.11.2018 due to the technical difficulties of project manager.

5. Respondent No.5 has filed affidavit-in-reply and the said agency to which the work has been subsequently allotted submits that it had

taken part in the tender/letter dated 12.07.2021 issued by respondent No.4 calling upon the willingness for submission rate list for appointment as Project Management Consultant for preparation of Detailed Project Report for Independent Water Supply for Bodwad Nagar Panchayat under MSJNA. Respondent No.5 claims ignorance about the facts which had allegedly occurred prior to coming into picture. It is stated that respondent No.4 had issued work order in its favour and had entered into the contract.

6. Heard learned Senior Counsel Mr. V. D. Sapkal instructed by learned Advocate Mr. J. J. Patil for the petitioner, learned AGP Mr. V. M. Jaware for respondent Nos.1 and 2 – State, learned Advocate Mr. A. G. Vasmatkar for respondent No.3, learned Advocate Mr. M. M. Patil (Beedkar) for respondent No.4 and learned Advocate Mr. S. S. Deshmukh for respondent No.5. In order to cut short, it can be certainly said that all the respective Advocates have argued in support of their respective contentions.

7. Learned Senior Counsel appearing for the petitioner has relied on the decision in **Devendra Kumar Vs. State of Uttaranchal and others**, [Civil Appeal No.1155 of 2006 decided by Apex Court on 29.07.2013], wherein it has been held that :-

“23. More so, if the initial action is not in consonance with law, the subsequent conduct of a party cannot sanctify

the same. "Subla Fundamento Credit opus"- a foundation being removed, the superstructure falls. A person having done wrong cannot take advantage of his own wrong and plead bar of any law to frustrate the lawful trial by a competent Court. In such a case the legal maxim *Nullus Commodum Capere Potest De Injuria Sua Propria* applies. The persons violating the law cannot be permitted to urge that their offence cannot be subjected to inquiry, trial or investigation. (Vide: **Union of India v. Maj. Gen. Madan Lal Yadav**, AIR 1996 SC 1340; and **Lily Thomas v. Union of India & Ors.**, AIR 2000 SC 1650).

Nor can a person claim any right arising out of his own wrong doing. (*Juri Ex Injuria Non Oritur*)."

Further, he relies on the decision in **Union of India and others, Vs. Major General Madan Lal Yadav (Retd.)**, (1996) 4 SCC 127, wherein it has been held that :-

"..... It was noted therein that a man shall not take advantage of his own wrong to gain the favourable interpretation of the law. In support thereof, the author has placed reliance on another maxim *frustra legis auxilium invocat quaerit qui in legem committit*. He relies on **Perry v. Fitzhowe**, [(1846) 8 QB 757 : 15 LJ QB 239]. At p.192, it is stated that if a man be bound to appear on a certain day, and before that day the obligee puts him in prison, the bond is void. At p.193, it is stated that "it is moreover a sound principle that he who prevents a thing from being done shall not avail himself of the non-performance he has occasioned". At p.195, it is further stated that "a wrong doer ought not to be permitted to make a profit out of his own wrong". At

p.199 it is observed that "the rule applies to the extent of undoing the advantage gained where that can be done and not to the extent of taking away a right previously possessed."

Further, he relies on the decision in **K.I.P.L. Vistacore Infra Projects J. V. Vs. Ichalkaranjee Municipal Council and others, [2021 (3) Mh.L.J.]**, wherein it has been held that :-

"Amended Section 308(1) indicates that the Collector was empowered to suspend the execution or prohibit of doing thereof any order or a resolution of a Council doing of anything in his opinion such order or resolution or doing of anything which was about to be done or such being done by or on behalf of Council is causing or likely to cause injury or annoyance to the public or against public interest to lead a breach of peace or was unlawful. However the contingencies provided in the amended Section 308(1) to exercise the powers of the District Collector for suspension of execution of such resolution or prohibition thereof or doing thereof by a Council or any Committee can be exercised only if such resolution is contrary to the provisions of Maharashtra Municipal Councils, Nagar Panchayats and Industrial Townships Act, 1965, or nay other law or rules, amendment or Government directions. The contingencies set out in amended Section 308(1) and unamended Section 308(1) are different. Before any report is submitted by the Chief Officer to the Collector for seeking suspension of the resolution passed by a Council or any Committee, the Chief Officer has to form an opinion that any such contingency had arisen and not otherwise."

Further, in **K.I.P.L. Vistacore Infra Projects (Supra)**, it is held that the Collector, after amendment to Section 308(1) with effect from 25.01.2018, cannot take *suo motu* decision on the complaint of a private person and could not have suspended the resolution passed by the Municipal Council. The petitioner therein was given liberty to make representation to respondent No.2 Council for extension of time to complete the balance work.

8. At the outset, it is to be noted that the prayers in the petition are manifold and the petitioner also challenges the work order now issued in favour of respondent No.5, which is in respect of the same work that was given to it. Therefore, the above-said chronology of events, which have already been stated, would be important. Though first show-cause notice was issued to the petitioner on 27.11.2018 and it has been replied by the petitioner within 24 hours i.e. on 28.11.2018 thereby he had then sought extension of time to complete the DPR work. The said extension came to be given. Perusal of the letter dated 16.01.2019, whereby the time was extended, would show that it was extended only by three months and it was specifically stated that in view of the upcoming code of conduct for Lok Sabha Elections, the work should be done on priority basis. It appears that the Chief Officer of Bodwad Nagar Parishad presented scheme for approval on 15.02.2019 and Maharashtra Jeevan Pradhikarn Mandal

Nashik by letter dated 11.04.2019 had raised some deficiencies. Now the petitioner is showing that those deficiencies which have been raised by the Maharashtra Jeevan Pradhikaran Mandal, Nashik were administrative in nature, thereby the petitioner wants to say that he was not supposed to do any act in the said process, however, *prima facie* it appears from the agreement that, following are the important stipulations :-

२. सदर DPR ला शासनाची मान्यता तांत्रिक व प्रशासकिय मान्यता मिळविण्याची जबाबदारी आमची (मक्तेदाराची) राहिल.
३. शासन मंजूरी नंतर योजनेचे अनूदान शासनाकडून प्राप्त करून घेणे ही जबाबदारी आमची (मक्तेदाराची) राहिल.
४. कामासाठी तांत्रिक मार्गदर्शन व सल्लाह देण्याची जबाबदारी आमची (मक्तेदाराची) राहिल.
५. सदर कामाचा मोबदला योजना मंजूरी नंतरच व प्राप्त होण्याच्या अनुदानाच्या प्रमाणातच देय राहिल याची आम्हाला जाणीव आहे.
६. नगरपंचायत मुख्याधिकारी सो. व अभियंता यांनी केलेल्या सुचना व आदेशाचे पालन करणे आमच्यावर बंधनकारक राहिल.
७. काही कारणास्तव योजना मंजूर न झाल्यास आम्हाला फी व मोबदला मागण्याचा अधिकार राहणार नाही."

English translation of the above-said condition Nos.2 to 7 is as under :-

- "2. It will be our (Contractor) responsibility to get technical sanction and administrative approval of the said

DPR (Detailed Project Report) from the Government.

3. It will be our (Contractor) responsibility to get the subsidy of the scheme from the government after the Government approval.

4. It will be our (Contractor) responsibility to give technical guidance/consultation and advice for the work.

5. We are aware that the remuneration of the said work will be only after approval of the scheme and in proportion to the amount of grant received.

6. It will be obligatory on us to follow the instructions and orders given by the Chief Officer, Nagar (Town) Panchayat and Engineer.

7. If the plan/scheme is not approved for any reason, we will not be entitled to claim any fees or remuneration."

(Translated by Senior Translator and Interpreter,
High Court of Bombay, Bench at Aurangabad)

9. On this point, we are of the opinion that it would be a disputed fact as to who would be then responsible for the shortcomings and whether one agency/authority has cooperated with another or not, which cannot be gone into under the writ petition.

10. It is also to be noted that the petitioner himself is accepting that he came to know about the resolution passed by respondent No.4 dated 09.07.2021 on the same day or he had the knowledge about the said General Body Meeting called. He also came to know about giving

a contract to respondent No.5 by resolution dated 22.07.2021, still he has not approached this Court immediately. The present petition has been filed on 05.09.2022. However, he has stated that he had approached this Court by filing Writ Petition No.530 of 2021, but withdrew the same on 14.01.2021 on the ground that alternate remedy is available. Thereafter, he approached respondent No.2 and though it appears that the file was closed for passing orders on 21.06.2021, respondent No.2 was not giving the decision. The present petitioner had approached this Court by filing Writ Petition No.4841 of 2022. Thereafter, learned AGP, on instructions, from respondent No.2 made a statement that the Collector would deliver the order within two weeks; that writ petition was disposed of on 23.06.2022 in pursuant to the said statement and thereafter impugned order dated 29.06.2022 appears to have been passed. The said appeal before respondent No.2 filed by the petitioner was under Section 308 of Maharashtra Municipal Councils Act. The decision in **K.I.P.L. Vistacore Infra Projects (Supra)** is not applicable to the facts of this case, as it can be seen that the facts therein showed that the Collector after the amendment to Section 308(1) with effect from 25.01.2018 appears to have taken suo motu decision on complaint of private person. In the said decision in paragraph No.29, this Court had taken note of the unamended Section 308(1) of the Maharashtra Municipal Councils Act. We need not then reproduce the same, however, paragraph No.30 clarifies the

further position, which we want to reproduce, as follows :-

"30. A perusal of the amended Section 308 of the Act clearly indicates that the Collector is empowered to suspend the execution of a resolution or prohibition of doing thereof passed by the Municipal Council or any Committee subject to following :

(1) If the resolution passed by the Council or any Committee is contrary to prohibition of Act or any other law or rules, bye-laws or with Government directions.

(2) It is responsibility of the Chief Officer of the Municipal Council to send it to the Collector for suspension of resolution or prohibition of doing thereof within a period of three days from the date of receipt of said resolution.

(3) The Collector has to decide on such proposal within the period of thirty days from the date of receipt of such proposal.

(4) If the Collector is unable to decide on such proposal within the period of thirty days from the receipt of such proposal, the Collector is bound to submit the report thereof to the Director within ten days.

(5) The decision of the Director thereon shall be final. The Appeal against the order of Director lies to the State Government."

11. Here, in this case, the petitioner had challenged the said resolution before respondent No.2 and, therefore, it was incumbent

upon the petitioner to show that the resolution passed by the council or the committee was contrary to the provisions of the Act or any other laws or rules, by-laws or Government directions. The entire appeal of the petitioner before respondent No.2 shows that it was on the facts, which he wanted to raise and not on the basis of law. Now, it has also been stated in the petition that when the General Body Meeting was held, the petitioner had tried to take part, but it was online meeting. The link was not provided and, therefore, the principles of natural justice are not adhered to. It is to be noted that the show cause notice was already issued to the petitioner and petitioner had given the reply to the same. Now, whether he would have been heard by the General Body or in other words, whether the General Body was duty bound to give audience to the petitioner, is a question and no provisions of law is therefore cited to that extent. The General Body of respondent No.4 was not a legal or quasi judicial body deciding any issue so that it was duty bound to give hearing to the petitioner. After all, it was a contract that was arrived at and it was granted on the basis of the resolution passed by the General Body meeting.

12. As regards other two citations relied by the learned Senior Counsel, we would say that this Court cannot go into the disputed fact as to who has committed wrong. If the petitioner has suffered any

losses due to the resolution in the General Body meeting of respondent No.4, the petitioner would be at liberty to take the steps as permissible in law. Now, the tender which was subsequently issued has been granted to respondent No.5 and, therefore, it is for the petitioner to treat that there is breach of terms of contract. This Court would be slow in interfering with the work order already issued in favour of respondent No.5, in view of the fact that respondent No.4 has treated the petitioner to be the responsible person for not completing the work and then proceeding with the act of cancellation of contract.

13. We would like to rely on the decision in **Jagdish Mandal Vs. State of Orissa, (2007) 14 SCC 517**, wherein Hon'ble Supreme Court has held that :-

"22. Judicial review of administrative action is intended to prevent arbitrariness, irrationality; unreasonableness, bias and mala fides. Its purpose is to check whether choice or decision is made "lawfully" and not to check whether choice or decision is "sound". When the power of judicial review is invoked in matters relating to tenders or award of contracts, certain special features should be borne in mind. A contract is a commercial transaction. Evaluating tenders and awarding contracts are essentially commercial functions. Principles of equity and natural justice stay at a distance. If the decision relating to award of contract is bona fide and is in public interest, courts will not, in exercise of power of judicial review, interfere even if a procedural aberration or

error in assessment or prejudice to a tenderer, is made out. The power of judicial review will not be permitted to be invoked to protect private interest at the cost of public interest, or to decide contractual disputes. The tenderer or contractor with a grievance can always seek damages in a civil Court. Attempts by unsuccessful tenderers with imaginary grievances, wounded pride and business rivalry, to make mountains out of molehills of some technical/procedural violation or some prejudice to self, and persuade courts to interfere by exercising power of judicial review, should be resisted. Such interferences, either interim or final, may hold up public works for years, or delay relief and succour to thousands and millions and may increase the project cost manifold. Therefore, a Court before interfering in tender or contractual matters in exercise of power of judicial review, should pose to itself the following questions :

(i) Whether the process adopted or decision made by the authority is mala fide or intended to favour someone;

or

Whether the process adopted or decision made is so arbitrary and irrational that the court can say: "the decision is such that no responsible authority acting reasonably and in accordance with relevant law could have reached";

(ii) Whether public interest is affected.

If the answers are in the negative, there should be no interference under Article 226. Cases involving blacklisting or imposition of penal consequences on a tenderer/contractor or distribution of State largesse (allotment of sites/shops, grant of licences, dealerships and franchises) stand on a different footing as they may require

a higher degree of fairness in action.”

14. We would like to rely on the observations from the recent decision by the Hon’ble Supreme Court in **M/s. N.G. Projects Limited (Supra)**, wherein it has been observed that :-

“23. In view of the above judgments of this Court, the Writ Court should refrain itself from imposing its decision over the decision of the employer as to whether or not to accept the bid of a tenderer. The court does not have the expertise to examine the terms and conditions of the present-day economic activities of the State and this limitation should be kept in view. Courts should be even more reluctant in interfering with contracts involving technical issues as there is a requirement of the necessary expertise to adjudicate upon such issues. The approach of the Court should be not to find fault with magnifying glass in its hands, rather the Court should examine as to whether the decision-making process is after complying with the procedure contemplated by the tender conditions. If the Court finds that there is total arbitrariness or that the tender has been granted in a *mala fide* manner, still the Court should refrain from interfering in the grant of tender but instead relegate the parties to seek damages for the wrongful exclusion rather than to injunct the execution of the contract. The injunction or interference in the tender leads to additional costs on the state and is also against public interest. Therefore, the State and its citizens suffer twice, firstly by paying escalation costs and secondly, by being deprived of the infrastructure for which they present-day Governments are expected to work.”

15. In view of the above-said reasons, we do not find this to be a fit case where we should exercise our Constitutional Powers under Article 226 of the Constitution of India. Hence, the writ petition stands dismissed.

16. Rule is discharged.

[S. G. CHAPALGAONKAR]
JUDGE

[SMT. VIBHA KANKANWADI]
JUDGE

scm