

NAFR

HIGH COURT OF CHHATTISGARH BILASPUR**Order Reserved on 15.07.2020****Order Delivered on 22.07.2020****Writ Petition (C) No.1395 of 2020**

Kanhaiya Lal Agrawal, A Class Contractor (A Sole Proprietorship Firm) through its proprietor Kanhaiya Lal Agrawal S/o Late Birbal Prasad Agrawal, aged about 57 years, Office Address 1st Floor Kanhaiya Tower, Near Bus Stand Kawardha, District Kabirdham, Chhattisgarh

---- Petitioner**Versus**

1. State of Chhattisgarh through its Principal Secretary, Panchayat and Rural Development Department, Government of Chhattisgarh, Mantralaya, Naya Raipur, Civil and Revenue District Raipur, Chhattisgarh. PIN 492001
2. Chhattisgarh Rural Road Development Agency through its Chairman, Vikas Bhawan, Civil Lines, Raipur, Chhattisgarh. PIN 492001
3. Chief Engineer (Tender Cell), Pradhan Mantri Gram Sadak Yojana, Chhattisgarh Rural Road Development Agency, Vikas Bhawan, Civil Lines, Raipur, Chhattisgarh. PIN 492001
4. Tender Evaluation Committee through Chief Engineer (Tender Cell), Chhattisgarh Rural Road Development Agency, Vikas Bhawan, Civil Lines, Raipur, Chhattisgarh. PIN 492001
5. Executive Committee (appointed by the CG Government for PMGSY) through Chief Engineer (Tender Cell), Chhattisgarh Rural Road Development Agency, Vikas Bhawan, Civil Lines, Raipur, Chhattisgarh. PIN 492001

---- Respondents

For Petitioner : Shri Rajkamal Singh, Advocate
For Respondent/State : Shri Vikram Sharma, Dy. Government Advocate

Hon'ble Shri P. R. Ramachandra Menon, Chief Justice
Hon'ble Shri Parth Prateem Sahu, Judge

C A V Order

Per Parth Prateem Sahu, Judge

1. This petition has been filed challenging the action on the part of the 3rd respondent whereby the 3rd respondent has decided to re-tender the work as mentioned in NIT-513 for system tender No.61986 and NIT-518 for system tender No.63368 respectively vide Annexure P/1.

2. The facts relevant for disposal of this petition, are that, Respondent No.3 had issued tender notification bearing Nos. NIT-513 for system tender No.61986 and NIT-518 for system tender No.63368 for construction and maintenance of rural road in Mungeli vide Package No.CG02-131 including 4 roads admeasuring 29.41 kms and construction and maintenance of rural road in Bilaspur/Takhatpur vide Package No.CG02-132 including 7 roads admeasuring 50.16 kms. respectively. The petitioner participated in the tender proceedings and submitted his bid for both the tender notifications. He became successful upon opening of his techno commercial bid and upon opening of the financial bid, he became L-1 in both the tender proceedings upon amongst tenderers who participated and qualified in techno commercial bid. Subsequently, the petitioner was served with a letter on 08.06.2020 issued by the

3rd respondent mentioning that a complaint was received by his office making allegation against the petitioner that he has not shown the entire work at hand i.e. PWD/ADB Pali-Silli Road Package No.23, valuing about Rs.55.09 Crore, of which, work order was issued in favour of the petitioner on 08.05.2020. On account of aforementioned work, which was not disclosed, the petitioner is not having required bid capacity. The letter issued by the 3rd respondent was replied by the petitioner stating therein that the work which has been shown to as not disclosed in a complaint, was in fact awarded not to the petitioner, but to a joint venture firm, namely “M/s. Kanhaiya Lal Agrawal-Vinod Kumar Jain JV”, which is a separate legal entity, but as per terms and conditions of the tender document, there is no requirement of disclosing the work of other joint venture in which the petitioner is one of the member/partner.

3. The respondents have considered the reply submitted by the petitioner and after considering the contents of the reply as also considering the terms and conditions of NITs, held that the petitioner has not disclosed the work order issued by the PWD. It is also considered that in the said joint venture, the petitioner is having 95% share and the other person of joint venture i.e. Vinod Kumar Jain is having only 5% share. This information was suppressed by not mentioning in the tender document submitted by the petitioner and after taking note of the clause 28 and 28.1, decided to re-tender of both the works i.e. NITs No.513 and 518 respectively.

4. Issuance of letter dated 19.06.2020 (Annexure P/1) in not accepting the bid of the petitioner and a decision of re-tendering of

the work made the petitioner to approach this Court with following reliefs:

“10.1 This Hon'ble Court may please be kind enough in calling the entire records of the subject Tender & a detailed report from the respondents in respect of the impugned decision; Annexure P-1 and the re-tender (Annexure P-8).

10.2 This Hon'ble Court may please be kind enough in quashing and setting aside the impugned decision taken by the respondent No.5 & communicated by respondent No.3 vide Letter No.6817/14400/R.C.-04/छग्रासविअ/2020 Raipur dated 19.06.2020 (Annexure P-1).

10.3 This Hon'ble Court may please be kind enough in quashing and setting aside the re-tenders vide NIT No.537 (Tender No.65477 & 65481) (Annexure P-8).

10.4 This Hon'ble Court may please be kind enough in directing the respondents to award the subject works to the petitioner.

10.5 This Hon'ble Court may please be kind enough in granting the cost, damages, compensation and any other relief to petitioner.”

5. Shri Rajkamal Singh, the learned counsel for the petitioner submits that decision taken by the 3rd respondent vide Annexure P/1 in not accepting the bids submitted by the petitioner for both the NITs i.e. NIT-513 for system tender No.61986 and NIT-518 for system tender No.63368 even after opening of the financial bid of

the petitioner along with other eligible tenderers and declaring the petitioner to be L-1 is *per se* arbitrary and illegal. He points out that the petitioner has fulfilled all the requirements as prescribed in the tender document and enclosed all the relevant required documents as mentioned in the NITs. The ground which has been taken by the petitioner in not accepting the bid or deciding re-tendering of both the works is not there at all. The petitioner is required to disclose the work at hand and the petitioner has disclosed all the work which he is having with him as a Contractor under the name, in which, the petitioner submitted his bid. The work of ADB vide No.58834, Package 24 of the PWD was not in his individual name, but it was in the name of joint venture i.e. “ M/s. Kanhaiya Lal Agrawal-Vinod Kumar Jain JV”. The joint venture is separate legal entity and the subject tender of the writ petition is submitted by the petitioner in his individual name, therefore, there is no requirement of terms, conditions and clauses of the tender documents requiring disclosure of the work, therefore, the said work has not been disclosed. It is also contended that the petitioner has submitted the subject tender for the whole work in his individual name and not in the name of joint venture firm “M/s. Kanhaiya Lal Agrawal-Vinod Kumar Jain JV”. He further submits that though the 3rd respondent/employer has a right to accept any bid and to reject any or all bids, but there is no mentioning of rejection of the bid submitted by the petitioner except the information about re-tendering. Section 2. F. 28 of the tender document of re-tendering the work are to be exercised in abnormal situation and is not a general rule, but referring to the judgment

passed by Hon'ble Supreme Court in the matters of **New Horizons Limited and another v. Union of India and others** reported in **(1995) 1 SCC 478** and **Gammon India Ltd. v. Commissioner of Customs, Mumbai** reported in **MANU/SC/0739/2011** argued that the joint venture is a legal entity, therefore, it is a juristic person and submits that in these circumstances, the work or liability of any juristic person cannot be counted as a person who has participated in the tender proceedings as a proprietor firm, even though, he is one of the members/partners of the joint venture firm. In alternate, he submits that the work awarded to the joint venture is not required to be taken into consideration for considering the bid capacity of the petitioner, which is a partnership firm. In the present tender notification, the petitioner who was partner of the joint venture, submitted his tender documents in the individual capacity i.e. in the name of proprietorship firm. He lastly contended that the action on the part of the 3rd respondent is arbitrary, illegal and not sustainable in the eyes of law.

6. Per contra, Shri Vikram Sharma, learned counsel representing the State submits that vide Annexure P/1, it is the 3rd respondent and the Committee decided not to award the work to the petitioner, therefore, the order of re-tendering the entire process has been mentioned and intimated to the petitioner. He submits that the action taken under Annexure P/1 was due to non-disclosure of the work with “M/s. Kanhaiya Lal Agrawal-Vinod Kumar Jain JV” (joint venture) issued by the PWD of Rs.55.09 Crore. He submits that joint venture is an arrangement whereby two or more parties co-operate

in order to run a business. The joint venture of which the petitioner is one of the member/partner, is not an incorporated company, but it is an unincorporated firm, which could be considered as partnership firm. In the said firm, the petitioner is having 95% share and Vinod Kumar Jain (other partner of said joint venture firm) is having only 5% share. The joint venture as referred in the matters of **New Horizons Limited** (supra) and **Faqir Chand Gulati v. Uppal Agencies Private Limited and another** reported in **(2008) 10 SCC 345**, were the joint venture companies which was the subject matter of dispute and in the case at hand, it is shown to be a partnership joint venture firm, but in that joint venture firm, the share of the petitioner is 95% i.e. 19/20 and is also having the liability and responsibility of the work, if allotted to the joint venture firm by name “M/s. Kanhaiya Lal Agrawal-Vinod Kumar Jain JV” in that ratio only. Learned counsel for the State placing his reliance in the matter of **Comptroller & Auditor- General v. Kamlesh Vadilal Mehta** reported in **(2003) 2 SCC 349** submits that the petitioner firm is not to be treated as a separate legal entity in view of the judgment passed by the Supreme Court that the said joint venture by name, “M/s. Kanhaiya Lal Agrawal-Vinod Kumar Jain JV” cannot be treated as a separate legal entity. It is only a partnership firm and by virtue of Section 25 of the Partnership Act, 1932, every partner is eligible jointly with all the partner and also severally, for the acts of the firm to the extent of their shares. He further contended that Clause 1.3.3 of Section 3 of the NIT talks about the existing commitments and on-going construction work and in view of the said clause available in

the tender document, it was incumbent upon the petitioner to have disclosed all the work which the petitioner is having with him and with the joint venture in which the petitioner was having share to the extent of 95% for the purpose of calculating the bid capacity of the tenderer. He also contended had the petitioner disclosed the award of work by the PWD valuing of Rs.55.07 Crore, petitioner would not have the bid capacity to become eligible for opening of his financial bid. It is also pointed out that the use of word “existing commitments” under Clause 1.3.3 of Section 3 of the tender document was intentionally made so that the eligible tenderers have to disclose all the work with them in their hands and assess their bid capacity based upon the formula as mentioned therein. He further submits that as per page-32 of the reply, required bid capacity is Rs.4462.63 whereas after taking into the consideration of non-disclosure of work by the petitioner, his bid capacity is much less i.e. Rs.540 only. It is argued that under Clauses 27, 27.1, 27.2 of the tender document, the employer is having all the powers and authority to cancel the tender proceedings at any stage and the powers as provided under the said clauses has been exercised by the respondent authorities, which does not call for any interference.

7. We have heard the learned counsel for the respective parties and perused the documents available with the writ petition.

8. For better understanding the requirement of the tender documents, relevant clauses mentioned in the tender documents are extracted below for ready reference :

(i) Clause 4.4A of the tender document talks about the experience of five years and the liability with having the financial turnover etc.

(ii) Clause 4.6 of the tender document mentions about meeting of requirement of the tender of bid capacity for construction work as minimum qualification under the following formula as “Assessed Available Bid Capacity = $(A \times N \times M - B)$ where 'A' stands for maximum value of civil engineering works executed in any one year during the last five years. 'N' denotes for number of years prescribed for completion of the work for which bids are invited. 'M' denotes for 2 or such higher figure not exceeding 3 as may be specified in the Appendix to ITB and 'B' stands for the value, at the current price level, of existing commitments and on-going works to be completed during the period of completion of the works for which bids are invited. The note appended mentioning the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer in charge, not below the rank of an Executive Engineer or equivalent.

(iii) Clause 12.2 of the tender document talks about the submission of the documents in which Clause 12.2(c) prescribes for submission of scanned copies of the certificates showing (i) similar nature of works executed (Clause 4.4 of ITB) (ii) works in hand (Clause 4.4 of ITB)

and (iii) machineries owned/brought on hire/lease (Clause 4.4 of ITB).

(iv) Clause 27 talks about the award criteria and Clause 28 is with regard to the employer's right to accept any bid and to reject any or all bids. Appendix attached along with the tender document provides for qualification information under section Clause 1.3.3 is with regard to the information on bid capacity (works for which bids have been submitted and works which are yet to be completed) as on the date of this bid.

(v) The documents which are required to be submitted along with techno commercial bid includes existing commitments and on-going works with the scanned certificates and the bid capacity calculation sheet.

9. Now coming to the facts of the case, the bids submitted by the petitioner with regard to two NITs issued by the 3rd respondent i.e. NIT-513 for system tender No.61986 and NIT-518 for system tender No.63368 have not been accepted and even though his financial bids have been filed as L-1 and by the very same order, the parties have decided to re-tender vide Annexure P/1. Issuance of Annexure P/1 is on the ground of non-disclosure of work in hand by the petitioner. The petitioner had not disputed that the petitioner who is partner of joint venture firm and having 95% of share was awarded the work on 08.05.2020 by the PWD under PWD/ADB Pali-Silli Road Package No.23, valued Rs.55.09 Crore, but had submitted in reply

to show-cause notice as well as before this Court that the petitioner is one of the members/partners of the joint venture and the work of PWD/ADB Pali-Silli Road Package No.23, valued Rs.55.09 Crore issued by the PWD has been awarded in the name of joint venture, but that has not been shown in the subject tender because the work awarded by the PWD was not to the petitioner who is proprietorship firm, but to joint venture firm in the name of M/s. Kanhaiya Lal Agrawal-Vinod Kumar Jain JV, which is a separate legal entity.

10. To appreciate the submission made by learned counsel for the petitioner and the case laws relied upon by him i.e. **New Horizons Limited** (supra) and **Gammon India Ltd.** (supra), we have gone through the judgments referred above passed by Hon'ble Supreme Court.

11. In the aforementioned judgments, the Hon'ble Supreme Court has discussed the claim with regard to joint venture companies and not joint venture in the nature of partnership firm. The companies are incorporated under Section 7 of the Companies Act, 1956, if the joint venture is an incorporated company under the Companies Act, then it is a separate juristic person which can sue or can be sued in the name of joint venture, but in case of joint venture in the shape of partnership firm, will not come within the purview of juristic person. The liability and responsibility of the firm can be in the ratio of their partnership firm. In the case at hand, the petitioner had admitted that the work awarded by PWD is to the joint venture firm, but the petitioner is having his individual share of 95% and the other partner Vinod Kumar Jain is only having 5% share in the joint venture.

Perusal of the documents enclosed along with the writ petition to show that the joint venture is having separate legal entity i.e. PAN card and GST registration would show that its constitution of business shown as 'Partnership'.

12. The case law relied upon by the learned counsel for the State in **Kamlesh Vadilal Mehta** (supra) has clearly stated that the partnership firm is not a legal entity. Hon'ble Supreme Court has held in paragraph-9 of the said judgment as under :

“9.....A partnership concern is not a legal entity like a company; it is a group of individual partners.....”

13. In view of above, the submission raised by learned counsel for the petitioner that the KLA-VJK (JV) joint venture firm is a separate legal entity is not sustainable and it is hereby rejected.

14. There appears to be force in the submission made by learned counsel for the State that under the provisions of the Partnership Act, 1932, every partner is liable jointly with all the partner and also severally, for the acts of the firm and in the present case, the petitioner being a lead partner having 95% share, it is liability and responsibility of the petitioner to complete and conclude the work within the period prescribed in the said tender work of PWD.

15. The main contention of the learned counsel for the petitioner is that there is no clause in the tender document to disclose existing work in the name of joint venture firm and therefore, that has not been disclosed and treating the joint venture firm said to be registered as “M/s. Kanhaiya Lal Agrawal-Vinod Kumar Jain JV” to

be a separate legal entity, which submission has already been rejected by this Court in preceding paragraph by relying upon the judgment of Hon'ble Supreme Court in the matters of **Kamlesh Vadilal Mehta** (supra) and **M/s. Malabar Fisheries Co. v. The Commissioner of Income-tax, Kerala** reported in **AIR 1980 SC 176**.

16. The other important aspect of the case is that the petitioner has also not brought on record the deed of joint venture firm to consider its nature in clear terms. Here it is not a case of non-existence of bid only on account of non-disclosure of work at hand, but it is a case where if the work in hand is disclosed by the petitioner then he had become disqualified as per submission made by learned counsel for the State.

17. To interpret the terms and conditions mentioned in the tender documents is for the employer and the authority issuing notification because they know the purpose for which any particular clause of the tender document has been made part of the tender notification.

18. The Hon'ble Supreme Court in the matter of **Silppi Constructions Contractors v. Union of India** reported in **2019 SCC Online 1133** has considered the authority of the employer with regard to the interpretations of the clauses of the tender document with respect to the requirements of the tender document is with the author of the documents i.e. the authority which floats the contract or tender while considering the issues involved in that case and held thus :

“20. The essence of the law laid down in the judgments referred to above is the exercise of restraint and caution; the need for overwhelming public interest to justify judicial intervention in matters of contract involving the state instrumentalities; the courts should give way to the opinion of the experts unless the decision is totally arbitrary or unreasonable; the court does not sit like a court of appeal over the appropriate authority; the court must realise that the authority floating the tender is the best judge of its requirements and, therefore, the court's interference should be minimal. The authority which floats the contract or tender, and has authored the tender documents is the best judge as to how the documents have to be interpreted. If two interpretations are possible then the interpretation of the author must be accepted. The courts will only interfere to prevent arbitrariness, irrationality, bias, mala fides or perversity.....”

19. The Hon'ble Supreme Court in the matter of **Consortium of Titagarh Firema Alder S.P.A.-Titagarh Wagons Ltd., through Authorised Signatory v. Nagpur Metro Rail Corporation Limited (NMRCL) through its General Manager (Procurement) and Another** reported in **(2017) 7 SCC 486** while dealing with the judgment with regard to the interpretations, the requirements of the tender documents has held thus :

“30.....The Court quoted a passage from *Afcons Infrastructure Ltd. v. Nagpur*

Metro Rail Corporation Ltd., (2016) 16 SCC 818, wherein the principle that interpretation placed to appreciate the tender requirements and to interpret the documents by owner or employer unless mala fide or perverse in understanding or appreciation is reflected, the constitutional Courts should not interfere. It has also been observed in the said case that it is possible that the owner or employer of a project may give an interpretation to the tender documents that is not acceptable to the constitutional Courts but that by itself is not a reason for interfering with the interpretation given.....”

20. The Hon'ble Supreme Court in the matter of **Tata Cellular v. Union of India** reported in **(1994) 6 SCC 651** has held that the Court should keep restrain in interfering with the tender proceedings and the judicial review and it is permissible only when the action taken by the respondent-employer is when there is arbitrariness in the case of the respondent or there is some favoritism or right to choose the best person or best intention to be an arbitrary power. The Hon'ble Supreme Court in the aforementioned judgment issued guidelines as to in what circumstances the principles of judicial review can be exercised in contract matters, which are as under :

“77. The duty of the court is to confine itself to the question of legality. Its concern should be :

1. Whether a decision-making authority exceeded its powers?
2. Committed an error of law,
3. committed a breach of the rules of

natural justice,

4. reached a decision which no reasonable tribunal would have reached or,

5. abused its powers.

Therefore, it is not for the court to determine whether a particular policy or particular decision taken in the fulfillment of that policy is fair. It is only concerned with the manner in which those decisions have been taken. The extent of the duty to act fairly will vary from case to case. Shortly put, the grounds upon which an administrative action is subject to control by judicial review can be classified as under:

(i) Illegality : This means the decision-maker must understand correctly the law that regulates his decision-making power and must give effect to it.

(ii) Irrationality, namely, Wednesday unreasonableness.

(iii) Procedural impropriety.

The above are only the broad grounds but it does not rule out addition of further grounds in course of time. As a matter of fact, in *R. v. Secretary of State for the Home Department, ex Brind* reported in (1991) 1 AC 696, Lord Diplock refers specifically to one development, namely, the possible recognition of the principle of proportionality. In all these cases the test to be adopted is that the court should, "consider whether

something has gone wrong of a nature and degree which requires its intervention".

92. In **Sterling Computers Limited v. M & N Publications Ltd.** reported in **(1993) 1 SCC 445** this Court observed thus : (SCC p. 455, para 12)

"In contracts having commercial element, some more discretion has to be conceded to the authorities so that they may enter into contracts with persons, keeping an eye on the augmentation of the revenue. But even in such matters they have to follow the norms recognised by courts while dealing with public property. It is not possible for courts to question and adjudicate every decision taken by an authority, because many of the Government Undertakings which in due course have acquired the monopolist position in matters of sale and purchase of products and with so many ventures in hand, they can come out with a plea that it is not always possible to act like a quasi-judicial authority while awarding contracts. Under some special circumstances a discretion has to be conceded to the authorities who have to enter into contract giving them liberty to assess the overall situation for purpose of taking a decision as to whom the contract be awarded and at what

terms. If the decisions have been taken in bona fide manner although not strictly following the norms laid down by the courts, such decisions are upheld on the principle laid down by Justice Holmes, that courts while judging the constitutional validity of executive decisions must grant certain measure of freedom of 'play in the joints' to the executive."

21. The Hon'ble Supreme Court in the matter of **Michigan Rubber (India) Limited v. State of Karnataka and others** reported in **(2012) 8 SCC 216** has considered that what action can be made to judicial review and held thus :

"23. From the above decisions, the following principles emerge:

(a) the basic requirement of Article 14 is fairness in action by the State, and non-arbitrariness in essence and substance is the heartbeat of fair play. These actions are amenable to the judicial review only to the extent that the State must act validly for a discernible reason and not whimsically for any ulterior purpose. If the State acts within the bounds of reasonableness, it would be legitimate to take into consideration the national priorities;

(b) fixation of a value of the tender is entirely within the purview of the executive and the courts hardly have

any role to play in this process except for striking down such action of the executive as is proved to be arbitrary or unreasonable. If the Government acts in conformity with certain healthy standards and norms such as awarding of contracts by inviting tenders, in those circumstances, the interference by Courts is very limited;

(c) In the matter of formulating conditions of a tender document and awarding a contract, greater latitude is required to be conceded to the State authorities unless the action of tendering authority is found to be malicious and a misuse of its statutory powers, interference by Courts is not warranted;

(d) Certain preconditions or qualifications for tenders have to be laid down to ensure that the contractor has the capacity and the resources to successfully execute the work; and

(e) If the State or its instrumentalities act reasonably, fairly and in public interest in awarding contract, here again, interference by Court is very restrictive since no person can claim fundamental right to carry on business with the Government.”

22. In view of aforementioned facts and circumstances of the case and the law laid down by Hon'ble Supreme Court, if the facts of the present case are considered, the submission made by learned

counsel for the petitioner that the joint venture firm of the petitioner and one Vinod Kumar Jain is having the separate legal entity has not been accepted.

23. Section 3 of the tender document, which is subject matter of the petition clearly mentions about the qualification information and in this section under Clause 1.3.3, the informations on the 'Bid Capacity' is to be disclosed by the tenderer by furnishing information about works for which, bids have been submitted and works which are yet to be completed as on the date of this bid. In this clause, there is requirement to mention the details of the existing commitments and on-going construction work.

24. Admittedly, the petitioner has not disclosed the work at hand awarded on 08.05.2020 in the name of M/s. Kanhaiya Lal Agrawal-Vinod Kumar Jain JV, in which, the petitioner is having share to the extent of 95%. In the aforementioned facts, where the petitioner has not disclosed the work at hand as required under Section 3 Clause 1.3.3 of the NIT i.e. existing commitments and on-going construction work for the purpose of assessing the bid capacity, the decision taken by the respondent authorities cannot be said to be arbitrary action taken against the petitioner.

25. The Hon'ble Supreme Court in the matter of **Silppi Constructions Contractors** (supra) in categorical terms held that if two interpretations are possible then the interpretation of the author must be accepted and the Courts will only interfere to prevent arbitrariness, irrationality, bias, mala fides or perversity.

26. The petitioner has not made any pleading in the writ petition showing any favoritism in favour of any person or the action taken is with any malafide intention. As held by Hon'ble Supreme Court in the aforementioned judgments that it is not the decision, but the decision making process is to be taken into consideration while exercising the power of judicial review. The Courts will not sit in appeal on the decisions of the authority floating the tender, we do not find any arbitrariness or unreasonableness in the decision making process of respondent No.3.

27. For the foregoing reasons, we do not find any tenable ground for interfering with the decision taken by the 3rd respondent in re-tendering the subject work. The petition being devoid of merit, is liable to be and is hereby dismissed.

Sd/-
(P. R. Ramachandra Menon)
Chief Justice

Sd/-
(Parth Prateem Sahu)
Judge