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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

Date of Decision: 20th January, 2020

+ W.P.(C) 6354/2018 & CM APPL. Nos. 24448/2018,
50730/2019

KARL STORZ ENDOSCOPY INDIA PVT LIMITED

..... Petitioner

Through: Ms. Taru Gupta & Mr. Ramesh,
Jerath, Advs.

versus

UNION OF INDIA & ORS.

.... Respondents

Through: Ms. Amrita Prakash, CGSC for UOI
with Mr. Kushal Agrawal, Adv.
Mr. V.S.R. Krishna & Mr. V.
Shashank Kumar, Advs. for AIIMS.
Mr. R. Jawahar Lal, Mr. Siddharth
Bawa & Mr. Shyamal Anand, Advs.
for R-3.

CORAM:

HON'BLE MR. JUSTICE G.S. SISTANI

HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI

J U D G M E N T

G.S.SISTANI, J. (ORAL)

This is a petition under Article 226 of the Constitution of India. The petitioner seeks a direction to quash the impugned action of AIIMS/respondent No. 2 in opening and accepting the financial bid of Stryker India Pvt. Ltd./respondent No. 3, and also awarding the tender to respondent No. 3 despite the fact that the bid of respondent No. 3 was not technically responsive.

2. The genesis of the matter is that with a view to providing a high standard of trauma care to patients in accordance with international standards, respondent No. 2 invited a tender on 11.09.2017 which was later modified vide an amendment dated 25.09.2017 ; and some changes in the technical specifications as requisite in the tender document were also brought vide two corrigendum dated 12.10.2017 and 26.10.2017. Subsequently, on 25.10.2017, based on the amendment and corrigendum, respondent No. 2 published a revised tender bearing No. 01/Surgical block/2017-18/St. with final terms of tender for OT Integration for surgical block. Only two bids were received. Both the petitioner and respondent No. 3 were declared technically responsive.

3. Thereafter however, during the pendency of the matter, the tender stands awarded to respondent No. 3 and the respondents state that 85% of the equipments have already been supplied as far as the surgical block of AIIMS is concerned.

4. Ms. Taru Gupta, learned counsel for the petitioner has strongly urged before us that since respondent No. 3 did not meet the eligibility criteria, the bid of respondent No. 3 should have been declared non-responsive and rejected. She submits that respondent No. 3 has not complied with two important tender conditions.

5. Ms. Gupta submits that firstly, the respondent No. 3 did not provide a high definition monitor for Image Data Management System (IDMS) as per the tender requirements. A high definition medical grade 27-32 inch LED monitor for 4K, Full HD 3D/2D

signal, wall mounted for images of PACS was to be provided under the original tender, whereas respondent No. 3 only quoted a Vision Pro 32-inch monitor which cannot display 4K and 3D videos and images.

6. Secondly, it is urged by Ms. Gupta that as per the tender document, under the column Audio-Video Communication System, the audio/video router system was required to have a minimum output of 12x12 Digital (DVI-I/DVI-D/12 SDI/IP) and was required to be upgradable to 18x18 Digital (DVI-I/DVI-D/12 SDI/IP) with open architecture. The routing system was also required to be able to integrate 4K and Full HD 3D/2D signal from within the OT. She submits however that respondent No. 3 offered Switch Point Infinity 3 router system which does not route 4K and 3D videos and images; and the explanation rendered is that the same is capable of routing 4K only after using a 4K routing system.

7. Ms. Gupta further contends that the brochures filed alongwith the tender document also did not support the requirements ; and the opportunity given by AIIMS to respondent No.3 to furnish an explanation, is itself against the very terms and conditions of the tender document.

8. To support her submissions Ms. Gupta has drawn the attention of the court to some of the material terms of the tender document. She has relied upon clause 11.3 to contend that if a bidder does not

fulfill the requirements and gives evasive information, the tender ought to have been rejected outright. Clause 11.3 reads as under:

"11.3 A tender, who does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected."

9. Counsel also relies upon clauses 18.1 and 18.3 to further strengthen her submissions that the services offered in the tender must fully conform to the goods and services specified by the purchaser in the tender document. Clauses 18.1 and 18.3 read as under :

"18.1 The bidder shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings (CAD drawings) etc. to establish that the goods and services offered in the tender fully confirm to the goods and services specified by the purchaser in the TE documents. For this purpose the bidder shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the TE documents to establish technical responsiveness of the goods and services offered in its tender duly indicating relevant page numbers in the product literature."

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"18.3 If a bidder furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be

ignored and rejected in addition to other remedies available to the purchaser in this regard."

10. She also relies upon clause 27.3 to submit that any non-conformity could not have been subsequently corrected. Clause 27.3 is extracted below :

"27.3 If a Tender is not substantially responsive, it will be rejected by the Purchaser and cannot subsequently be made responsive by the Bidder by correction of the nonconformity."

11. Ms. Gupta further relies upon clause 27.5(vii) to submit that since the goods offered did not meet the tender specifications, this ought to have resulted in declaring respondent No.3's bid non-responsive. Clause 27.5 (vii) reads as under :

"27.5. The following are some of the important aspects, for which tender shall be declared non-responsive and will be summarily rejected.

(i) xxx

(ii) xxx

(iii) xxx

(iv) xxx

(v) xxx

(vi) xxx

(vii) *Goods offered are not meeting the tender enquiry specification....."*

12. She also relies upon clause 28.1 in support of her submissions, to submit that the deficiencies in respondent No.3's bid were not minor informalities or irregularities or non-conformities. We reproduce clause 28.1 below :

"28.1 If during the preliminary examination, the purchaser find any minor informality and/or irregularity and/or non-conformity in a tender, the purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the bidders. Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the bidder by registered/speed post etc. asking the bidder to respond by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored."

13. Ms. Gupta further submits that the respondents have not acted in a fair and just manner. They have allowed respondent No. 3 to clarify and amend the bid document to the detriment of the petitioner ; whereas the bid of respondent No. 3 should have been declared non-responsive straightaway. She contends that all the terms and conditions of the tender document are to be read strictly and it cannot be taken that any of the tender conditions was superfluous. She relies on the decision of the Supreme Court in the case titled ***Vidharbha Irrigation Development Corporation vs. Anoj Kumar Garwala*** reported as (2019) SCC OnLine SC 89, relevant paras of which are reproduced below :

"15. The law on the subject is well settled. In Bakshi Security and Personnel Services Pvt. Ltd. v. Devkishan Computed Pvt. Ltd., (2016) 8 SCC 446, this Court held:

"14. The law is settled that an essential condition of a tender has to be strictly complied with. In Poddar Steel Corpn. v. Ganesh Engg. Works [Poddar Steel Corpn. v. Ganesh Engg. Works [(1991) 3 SCC 273] this Court held as under: (SCC p. 276, para 6)

"6. ... The requirements in a tender notice can be classified into two categories—those which lay down the essential conditions of eligibility and the others which are merely ancillary or subsidiary with the main object to be achieved by the condition. In the first case the authority issuing the tender may be required to enforce them rigidly. In the other cases it must be open to the authority to deviate from and not to insist upon the strict literal compliance of the condition in appropriate cases."

15. Similarly in B.S.N. Joshi & Sons Ltd. v. Nair Coal Services Ltd. [B.S.N. Joshi & Sons Ltd. v. Nair Coal Services Ltd. (2006) 11 SCC 548] this Court held as under: (SCC pp. 571-72, para 66)

"(i) if there are essential conditions, the same must be adhered to;

(ii) if there is no power of general relaxation, ordinarily the same shall not be exercised and the principle of strict compliance would be applied where it is possible for all the parties to comply with all such conditions fully;

(iii) if, however, a deviation is made in relation to all the parties in regard to any of

such conditions, ordinarily again a power of relaxation may be held to be existing;

(iv) the parties who have taken the benefit of such relaxation should not ordinarily be allowed to take a different stand in relation to compliance with another part of tender contract, particularly when he was also not in a position to comply with all the conditions of tender fully, unless the court otherwise finds relaxation of a condition which being essential in nature could not be relaxed and thus the same was wholly illegal and without jurisdiction;

(v) when a decision is taken by the appropriate authority upon due consideration of the tender document submitted by all the tenderers on their own merits and if it is ultimately found that successful bidders had in fact substantially complied with the purport and object for which essential conditions were laid down, the same may not ordinarily be interfered with;...

16. We also agree with the contention of Shri Raval that the writ jurisdiction cannot be utilised to make a fresh bargain between parties."

"16. However, learned counsel appearing on behalf of the appellant strongly relied upon Afcons Infrastructure Ltd. v. Nagpur Metro Rail Corpn. Ltd., (2016) 16 SCC 818, and paragraphs 14 and 15 in particular, which state:

"14. We must reiterate the words of caution that this Court has stated right from the time when Ramana Dayaram Shetty v. International Airport Authority of India [Ramana Dayaram

Shetty v. International Airport Authority of India (1979) 3 SCC 489] was decided almost 40 years ago, namely, that the words used in the tender documents cannot be ignored or treated as redundant or superfluous — they must be given meaning and their necessary significance. In this context, the use of the word “metro” in Clause 4.2(a) of Section III of the bid documents and its connotation in ordinary parlance cannot be overlooked.

15. We may add that the owner or the employer of a project, having authored the tender documents, is the best person to understand and appreciate its requirements and interpret its documents. The constitutional courts must defer to this understanding and appreciation of the tender documents, unless there is mala fide or perversity in the understanding or appreciation or in the application of the terms of the tender conditions. 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.”

"17. It is clear even on a reading of this judgment that the words used in the tender document cannot be ignored or treated as redundant or superfluous - they must be given meaning and their necessary significance. Given the fact that in the present case, an essential tender condition which had to be strictly complied with was not so complied with, the appellant would have no power to condone lack of such strict compliance. Any such condonation, as has been done in the present case, would amount to perversity in the understanding or appreciation of the terms of the tender conditions, which must be interfered with by a constitutional court."

14. Counsel for the petitioner submits that for all the above reasons, the contract awarded to respondent No. 3 should be cancelled and the tender be awarded in favour of the petitioner.

15. Mr. Lal, learned counsel for the successful bidder/respondent No. 3 and Mr. Krishna, learned counsel appearing for AIIMS/ respondent No. 2, on the other hand contend that there is no infirmity in the manner in which the decision has been taken to award the tender to respondent No. 3. It is submitted by Mr. Krishna, learned counsel for AIIMS, while relying on the original record, more particularly the Minutes of Meeting of Technical Specification & Evaluation Committee dated 13.04.2018, that the decision was taken in a fair, just and transparent manner.

16. Mr. Lal contendeds that no doubt the tender document provided for supply of 27-32-inch LED monitor for 4K and Full HD 3D/2D signal ; and although respondent No. 3 had bid for supply of a 4K and Full HD 2D monitor but inadvertently, to begin with, a wrong brochure had been filed alongwith the bid, which error was however corrected after an opportunity was granted ; and thus it cannot be said that the terms of the tender specifications had not been met. As far as the Audio-Video Communication System is concerned, it is submitted that the router provided is capable of providing 4K Full HD 2D.

17. Counsel for AIIMS contends that clarifications were sought from both bidders, treating them in a fair and equal manner. On the

basis of clarifications received, the tender was awarded to respondent No. 3, who was found to be technically responsive. It is pointed-out that subsequently it turned-out that respondent No. 3 was also 'L1' and had quoted almost 2 crores less than the petitioner.

18. Learned counsel for the respondents have also relied upon some of the tender conditions, to contend that the manner in which the tenders were evaluated was well within the tender conditions.

19. Reliance is placed on tender clause No. 27.2 to submit that the clarification sought would not be covered within the definition of the 'material deviations'. Tender clause No. 27.2 reads as under:

"27.2 Prior to the detailed evaluation of Price Tenders, pursuant to GIT Clause 34, the Purchaser will determine the substantial responsiveness of each Tender to the TE document. For purposes of these clauses, a substantially responsive Tender is one, which conforms to all the terms and conditions of the TE Documents without material deviations. Deviations from, or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 5), Warranty (GCC Clause 15), EMD (GIT Clause 19), Taxes and Duties (GCC Clause 20), Force Majeure (GCC Clause 26) and Applicable law (GCC Clause 31) will be deemed to be a material deviation. The purchaser's determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence."

20. Reliance is also placed on tender clause No. 28.1, which we have reproduced above, to lend support to their submission that the

tender conditions contemplated that if the purchaser finds any minor infirmity or irregularity or non-conformity in a tender, the purchaser was entitled to waive the same, provided it did not constitute any material deviation and financial impact and did not prejudice or affect the ranking order of the bidders.

21. Counsel for the respondents have also highlighted that neither the petitioner nor respondent No. 3 were permitted to make any changes or amendments to their bids after the opening of the tender. Thus, it cannot be said that the actions of the respondents were biased in any manner.

22. We have heard learned counsel for the parties and have considered their rival submissions.

23. The questions which arise for our consideration are whether the bid of respondent No. 3 was non-responsive ; and whether respondent No. 2 has acted in a biased manner to favour respondent No. 3 who had not complied with the tender conditions.

24. There is no doubt that all clauses sought to be relied upon by learned counsel for the petitioner support the position that a bidder must fulfill all tender conditions ; must not give answers which are evasive; and that the bidder must provide all relevant documents. The clauses also stipulate that the bidder should not provide misleading data ; should provide statements about the technical acceptability of the goods and services ; and that if the essential and important requirements of the tender document are not met, a bid is liable to be declared non-responsive. It is seen however that equally, under the

tender conditions the purchaser had been given liberty to waive minor infirmities or irregularities; provided these do not constitute any material deviation and financial impact and do not prejudice the ranking order of the bidders.

25. At this stage, we deem it appropriate to reproduce below the Minutes of Meeting dated 13.04.2018 :

"Representations received from the vendors with regards to OT integration in the New Surgical Block – The committee was informed that both bidders M/s Karl Storz Endoscopy Pvt. Ltd. New Delhi and M/s Stryker had submitted representations highlighting the following deficiencies in the technical bids submitted:

1. Deficiencies raised by M/s Stryker in the bid submitted by M/s Karl Storz Endoscopy Pvt. Ltd. New Delhi US FDA certificate for the Double done LED Surgical Operation theatre Light with third monitor arm for SIMLED 700/700 MC is not submitted.

- The quoted audio/video routing system should is unable to integrate 4K and full HD 3D/2D signal from within the OT.*
- The quoted model is incapable of streaming True HD Video from each of the OR to multiple location like conference room Doctors lounge and Auditorium, etc. simultaneously*
- The surgeon won't be able to select and view different video sources in the OR as well as remotely*

through secured browser based application on laptop/desktop.

- *The system is unable to provide a streaming solution to stream live surgery to a distant training centre/outpatient room without the need of additional hardware.*

2. Deficiencies raised by M/s Karl Storz Endoscopy Pvt. Ltd. New Delhi in the bid submitted by M/s Stryker

- *The High definition monitor for data management system is not capable to display 4K and Full HD 3D videos and images.*
- *The SPI3 router is unable to integrate 4K & Full HD 3DE signal from within the OT.*

The committee was further informed that pursuant to the receipt of the representation, clarifications were sought from the firms with respect to the queries raised. Representatives from M/s Stryker Pvt. Ltd. sent the deficient documents personally and a letter along with documentary proof has been received from M/s Karl Storz Endoscopy Pvt. Ltd. Subsequently, the documents received from both the firms were scrutinized by the members of the committee and they felt that the technical bids of both the firms may be accepted technically. The committee stated that deficiencies were found in the bids of both the firms. However, in view of fair competition, the committee decided to consider both the bids as the deficiencies noted were minor in nature and are not detrimental to the outcome. The committee also directed the store, Surgical block to open the price bids of the both the vendors. "

A reading of which minutes shows that representations were received from both the vendors *i.e.* the petitioner and respondent No. 3 ; and that both vendors highlighted the deficiencies in the technical bids of the other, which purported deficiencies/queries were examined in the committee meeting. The committee also observed that *'the Committee was further informed that pursuant to the receipt of representations, clarifications were sought from the firms with respect to the queries raised'*. The concluding para also shows that the committee, comprising very eminent doctors, examined the documents and the documentary proof received from the bidders and thereafter took a final decision in the matter.

26. The law on the scope of judicial review in tender matters is well-settled. A brief reference to some judicial precedents may not be out of place. In the case of ***Tata Cellular vs. Union of India*** reported as (1994) 6 SCC 651, the Supreme Court has held as under:

"70. It cannot be denied that the principles of judicial review would apply to the exercise of contractual powers by Government bodies in order to prevent arbitrariness or favouritism. However, it must be clearly stated that there are inherent limitations in exercise of that power of judicial review. Government is the guardian of the finances of the State. It is expected to protect the financial interest of the State. The right to refuse the lowest or any other tender is always available to the Government. But, the principles laid down in Article 14 of the Constitution have to be kept in view while accepting or refusing a tender. There can be no question of infringement of Article 14 if the Government

tries to get the best person or the best quotation. The right to choose cannot be considered to be an arbitrary power. Of course, if the said power is exercised for any collateral purpose the exercise of that power will be struck down."

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"94. The principles deducible from the above are:

- (1) The modern trend points to judicial restraint in administrative action.*
- (2) The court does not sit as a court of appeal but merely reviews the manner in which the decision was made.*
- (3) The court does not have the expertise to correct the administrative decision. If a review of the administrative decision is permitted it will be substituting its own decision, without the necessary expertise which itself may be fallible.*
- (4) The terms of the invitation to tender cannot be open to judicial scrutiny because the invitation to tender is in the realm of contract. Normally speaking, the decision to accept the tender or award the contract is reached by process of negotiations through several tiers. More often than not, such decisions are made qualitatively by experts.*
- (5) The Government must have freedom of contract. In other words, a fair play in the joints is a necessary concomitant for an administrative body functioning in an administrative sphere or quasi-administrative sphere. However, the decision must not only be tested by the application of Wednesbury principle of reasonableness (including its other facts pointed out above) but must be free from arbitrariness not affected by bias or actuated by mala fides.*

(6) Quashing decisions may impose heavy administrative burden on the administration and lead to increased and unbudgeted expenditure."

27. Thereafter in the case of ***Afcons Infrastructure Limited vs. Nagpur Metro Rail Corporation Limited & Anr.*** reported as (2016) 16 SCC 818, the Supreme Court has held as under:

"11. Recently, in Central Coalfields Ltd. v. SLL-SML (Joint Venture Consortium) it was held by this Court, relying on a host of decisions that the decision-making process of the employer or owner of the project in accepting or rejecting the bid of a tenderer should not be interfered with. Interference is permissible only if the decision-making process is mala fide or is intended to favour someone. Similarly, the decision should not be interfered with unless the decision is so arbitrary or irrational that the Court could say that the decision is one which no responsible authority acting reasonably and in accordance with law could have reached. In other words, the decision-making process or the decision should be perverse and not merely faulty or incorrect or erroneous. No such extreme case was made out by GYT-TPL JV in the High Court or before us."

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"13. In other words, a mere disagreement with the decision-making process or the decision of the administrative authority is no reason for a constitutional court to interfere. The threshold of mala fides, intention to favour someone or arbitrariness, irrationality or perversity must be met before the constitutional court interferes with the decision-making process or the decision."

25. Following the principles of ***Tata Cellular*** (supra) and ***Afcons Infrastructure Limited*** (supra) the Supreme Court in ***Municipal Corporation, Ujjain and Another vs. BVG India Limited & Ors.*** reported as (2018) 5 SCC 462, has further held as under:

"64. Thus, the questions to be decided in this appeal are answered as follows:

64.1. Under the scope of judicial review, the High Court could not ordinarily interfere with the judgment of the expert consultant on the issues of technical qualifications of a bidder when the consultant takes into consideration various factors including the basis of non-performance of the bidder;

64.2. ...

64.3. It is not open to the court to independently evaluate the technical bids and financial bids of the parties as an appellate authority for coming to its conclusion inasmuch as unless the thresholds of mala fides, intention to favour someone or bias, arbitrariness, irrationality or perversity are met, where a decision is taken purely on public interest, the court ordinarily should exercise judicial restraint."

26. Also, in ***Silppi Constructions Contractors v. Union of India & Anr.*** reported as 2019 SCC OnLine SC 1133, the Supreme Court has held as under:

"19. This Court being the guardian of fundamental rights is duty bound to interfere when there is arbitrariness, irrationality, mala fides and bias. However, this Court in all the aforesaid decisions has cautioned time and again that courts should exercise a lot of restraint while exercising their powers of judicial review in contractual or

commercial matters. This Court is normally loathe to interfere in contractual matters unless a clear-cut case of arbitrariness or mala fides or bias or irrationality is made out. One must remember that today many public sector undertakings compete with the private industry. The contracts entered into between private parties are not subject to scrutiny under writ jurisdiction. No doubt, the bodies which are State within the meaning of Article 12 of the Constitution are bound to act fairly and are amenable to the writ jurisdiction of superior courts but this discretionary power must be exercised with a great deal of restraint and caution. The Courts must realise their limitations and the havoc which needless interference in commercial matters can cause. In contracts involving technical issues the courts should be even more reluctant because most of us in judges' robes do not have the necessary expertise to adjudicate upon technical issues beyond our domain. As laid down in the judgments cited above the courts should not use a magnifying glass while scanning the tenders and make every small mistake appear like a big blunder. In fact, the courts must give "fair play in the joints" to the government and public sector undertakings in matters of contract. Courts must also not interfere where such interference will cause unnecessary loss to the public exchequer.

"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. With this approach in mind we shall deal with the present case."

27. We have also examined the explanation given by respondents with regard to the so-called deviations and deficiencies pointed-out by the petitioner. Furthermore, we have also perused Minutes of the Meeting dated 13.04.2018 of the committee that considered and decided the representation of the petitioner as well as successful bidder/respondent No. 3/Stryker, in which the committee has dealt with the deficiencies cited by the parties in each other's technical bids.

28. In so far as the issue of supplying a High Definition Monitor System is concerned, respondent No. 3 has explained that although respondent No. 3 had bid for supply of 4K and Full HD 2D monitor, inadvertently a wrong brochure had been filed alongwith the bid. It is further stated that this error was corrected when an opportunity was granted for the purpose ; and therefore it cannot be said that the monitor that was offered and supplied was not in accordance with the tender specifications. It is further explained that in so far as the issue

of Audio-Visual Router System at a minimum output of 12x12 Digital and upgradable to 18x18 Digital with open architecture and with the ability to integrate 4K and Full HD 3D/2D signal from within the OT is concerned, that specification was also met ; and it is categorically submitted that the router offered and provided is capable of fulfilling all the required specifications.

29. In view of the foregoing, we are satisfied with the explanation offered by respondent No. 3 in relation to the deficiencies pointed-out by the petitioner. Other things apart, we are also of the view that fulfillment of tender conditions, especially technical specifications, is to be decided by the entity issuing the tender ; and it is not for the court to substitute its own subjective view as regards fulfillment of such specifications.

30. In light of the afore-cited decisions, it is also the settled position that the court is only concerned with the decision making process and not the decision itself.

31. In the above view of the matter, we find no grounds to interfere with the decision to award the contract to respondent No.3.

32. The writ petition and the pending applications are accordingly disposed of.

G.S.SISTANI, J.

ANUP JAIRAM BHAMBHANI, J.

JANUARY 20, 2020/uj