IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

WRIT PETITION NO.6219 OF 2020

M/s. Tirupati Construction
having its registered office
at Shop No.13, Mini Market Latur,
Tq. & Dist. Latur,
Through its Proprietor
Ramrao S/o Dhansingh Rathod
Aged : 50 years, Occ: Business,
R/o Garsuli, Tq. Renapur,
Dist. Latur. ... Petitioner.

Versus

1. The State of Maharashtra
   Through the Secretary to the
   Government of Maharashtra in
   Rural Development Department,
   Mantralaya, Fort, Mumbai – 32.
2. The Chief Executive Officer,
   Zilla Parishad, Latur.
3. The Additional Chief Executive
   Officer, Zilla Parishad, Latur
4. The Executive Engineer (Works),
   Zilla Parishad, Latur.
5. M/s. Lalit Builders, Latur
   Through its Proprietor.
   Vijay Shivshankar Chitte,
   Aged: Major,Occ: Business,
   R/o. Ramnagar, Behind Parijat
   Mangal Karyalaya, Ausa Road,
   Latur, Tq. & Dist. Latur ... Respondents.

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Mr. N.P. Patil Jamalpurkar, Advocate for Petitioner.
Mr. K.N. Lokhande, A.G.P. for Respondent No.1.
Mr. U.B. Bondar, Advocate for Respondent Nos. 2 to 4.
Mr. A.S. Shivpuje, Advocate for Respondent No.5.

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CORAM : S.V. GANGAPURWALA AND
SHRIKANT D. KULKARNI, JJ.

Closed for Judgment on : 11.12.2020

Judgment Pronounced on : 05.02.2021

JUDGMENT (PER SHRIKANT D. KULKARNI, J.) :-

1. Rule. Rule made returnable forthwit

h. Heard finally at admission stage with the consent of both the sides.

2. The factual matrix is as under:

2(i) The petitioner / M/s. Tirupati Construction, Latur is a propitiatory firm engaged in construction work. Respondent No.2/ Chief Executive Officer, Zilla Parishad, Latur had issued E-tender notice inviting tenders from the eligible contractors for construction of balance work of primary health centre, Wadwa, Tq. Chakur, Dist. Latur. The petitioner has filled in E-tender along with earnest amount of Rs. 2,14,920/- and tender fees of Rs.10,000/-. The petitioner has quoted an amount of Rs. 1,97,74,761.65 Ps. The Respondent No.5 has also filled in E-tender for the same work and quoted an amount of Rs. 2,10,81,473.43 Ps. On 17.04.2020, technical bids were opened by respondent Nos. 3 and 4, and four tenders were qualified for commercial/financial bids. On same day, i.e. on 17.04.2020, the commercial/finance bids were opened and tender of the petitioner

being lowest one was accepted. Whereas, remaining three tenders were rejected. As per the terms and conditions of E-tender notice, the petitioner has deposited an amount of Rs.2,15,000/- with respondent No.4 by Demand Draft towards additional performance security deposit and the same has been accepted and encashed by respondent No.4 on 27.04.2020. On 04.08.2020, the petitioner submitted an application to respondent No.4 and requested to issue work order so as to start tender work. On 01.09.2020, though the tender of the petitioner was accepted, all of sudden, respondent No.4 without communicating any thing to the petitioner, issued work order in favour of respondent No.5.

2(ii) According to the petitioner, due to pandemic situation of Covid-19, there was complete lock down in the Latur city in the month of April, 2020. There were restrictions on travelling. During the lock down period, the working hours of the Banks were also reduced. According to the petitioner, there were Saturdays and Sundays on 18th, 19th, 25th and 26th April. Due to lock down and restrictions imposed on travelling, he could not get Demand Draft of the amount of additional performance security deposit. He could not deposit the amount in the office of Respondent No.4. He could manage to get the Demand Draft and submit the same in the office of

respondent No.4 on 27.04.2020 and it came to be accepted and encashed by respondent No.4.

2(iii) The petitioner being lowest bidder, his tender was accepted by respondent Nos. 2 to 4 and thereby petitioner gets legal right to receive the work order. He has also made huge investment for carrying out the tender work. According to the petitioner, respondent No.4 illegally, arbitrarily and by colourable exercise of powers has issued the work order dated 01.09.2020 in favour of respondent No.5 without making any communication with the petitioner. According to the petitioner, the action of respondent No.4 in issuing impugned work order dated 01.09.2020 in favour of respondent No.5 is in breach of principles of natural justice. No opportunity of being heard and/or any notice ever given to the petitioner. It is alleged that respondent No.4 is in conclusion with respondent No.5. The respondent No.4 by misusing his powers issued work order in favour of respondent No.5 who is politically motivated person.

2(iv) By invoking writ jurisdiction under Article 226 of the Constitution of India, the petitioner has challenged the work order dated 01.09.2020 issued by respondent No.4 in favour of respondent No.5 pursuant to E-tender notice and prayed to quash and set aside

the same with another prayer to issue work order in his favour by issuing writ of mandamus or any other appropriate writ.

2(v) Respondent Nos. 2 to 4 have filed reply and denied the allegations made by the petitioner. It is the stand of respondent Nos. 2 to 4 that as per the tender condition No.15, the petitioner was under obligation to deposit additional performance security deposit within a span of eight days from 07.04.2020. The Government Resolution dated 26.11.2018, is very much clear regarding not relaxing period of eight days. According to the respondents, the petitioner's commercial/financial bid was opened on 17.04.2020. The petitioner was required to deposit additional performance security deposit on or before 25.04.2020 i.e. within eight days. The petitioner has failed to deposit the same in view of tender condition and as per Government Resolution dated 26.11.2018. In that background, the respondents had called second lowest bidder i.e. respondent No.5 to deposit additional performance security deposit. The intimation was given about the same to respondent No.5 on 12.08.2020 and called upon his willingness whether he is ready to work below the price quoted by the petitioner. Respondent No.5 / Ms/ Lalit Builders shown its willingness to go up to -8.45% of the tender price i.e. lower than the petitioner's quoted price. Respondent No.5 deposited additional

performance security deposit on 12.08.2020 itself. Therefore, the work order was issued on 01.09.2020 in favour of Respondent No.5 who has started the work mentioned in the tender immediately and 30-40% work is already made.

2(vi) According to respondent Nos. 2 to 4, the petitioner has quoted -7.99% of the tender price, whereas respondent No.5 has quoted -8.45% of the tender price and in that background, letter dated 11.08.2020 came to be issued to respondent No.5. Respondent No.5 shown his willingness to complete the work along with Demand Draft toward additional performance security deposit and thereafter work order came to be issued on 01.09.2020 in favour of Respondent No.5.

2(vii) It is the stand of respondent Nos. 2 to 4 that the petitioner had deposited additional performance security deposit with Demand Draft dated 27.04.2020 with application dated 27.04.2020 after the laps of period of eight days and the said Demand Draft is not encashed by the Department. The petitioner did not turn up to collect the Demand Draft, and as such, it is lying with the office of Respondent No.4. According to respondent Nos. 2 to 4, Respondent No.5 has been selected as per the Government policy and there is no

illegality, irregularity or favoritism to anybody. No case is made out for judicial review.

2(viii) Respondent No.5/ M/s. Lalit Builders has also filed its reply and pleaded that the tender was opened on 17.04.2020 and the petitioner being lowest one, his tender came to be accepted on 17.04.2020. It was obligatory on the part of the petitioner to submit additional performance security deposit within eight days from the date of opening of the tender i.e. from 17.04.2020 to 25.04.2020. The petitioner has submitted the Demand Draft of additional performance security deposit on 27.04.2020 after lapse of period of eight days. Respondent No.4 / Executive Engineer by letter addressed to respondent No.5 asked his willingness and accordingly respondent No.5 shown his willingness and readiness to work at lowest rate comparatively from the amount quoted by the petitioner. Respondent No.5 has deposited the Demand Draft with letter dated 12.08.2020. Respondent No.4 has issued the work order to respondent No.5 / M/s. Lalit Builders on 01.09.2020. Accordingly, respondent No.5 has started his work and the same is in progress.

3. Heard Mr. N.P. Patil Jamalpurkar, learned counsel for the petitioner, Mr. K.N. Lokhande, learned A.G.P. for respondent No.1,

Mr. U.B. Bondar, learned counsel for respondent Nos. 2 to 4 and Mr. A.S. Shivpuje, learned counsel for respondent No.5. Perused the documents and papers placed on record by both the sides.

4. Mr. Patil, learned counsel for the petitioner vehemently submitted that respondent No.2 has issued an E-tender notice inviting tenders from the eligible contractors for the remaining construction work of primary health centre, staff quarters type-II at Wadwal, Tq. Chakur. The petitioner has filled in E-tender along with earnest money and tender fee. There were other tenderers who were competing with the petitioner. The technical bids were opened and four tenderers were qualified for commercial bid. On 17.04.2020, commercial bid was opened and tender of the petitioner being lowest one came to be accepted. Three tenders came to be rejected.

5. On 27.04.2020, the petitioner has submitted a Demand Draft of Rs.2,15,000/- with respondent No.4 towards the additional performance security deposit and the same was accepted and encashed by respondent No.4. Even then, the work order was not issued. The petitioner moved an application to respondent No.4 on 04.08.2020 and requested him to issue work order. On 01.09.2020, the petitioner came to know that all of a sudden work order came to

be issued in favour of respondent No.5 without communicating anything to the petitioner.

6. According to Mr. Patil, during the period of lock down, the Bank hours were reduced. There were Saturdays and Sundays on 18th, 19th, 25th, and 26th April. There were restrictions on travelling. The petitioner could not get Demand Draft of additional performance security deposit and resultantly the petitioner could not deposit additional performance security deposit in the office of respondent No.4. He could manage to get Demand Draft on 27.04.2020 and the same was deposited in the office of respondent No.4, as such, respondent No.4 ought to have issued work order in favour of the petitioner when the tender of the petitioner being lowest one came to be accepted and other terms and conditions were fulfilled by the petitioner. According to Mr. Patil, respondent Nos. 3 and 4 due to political interference have given work order to respondent No.5 and said action of respondent Nos. 3 and 4 needs to be quashed and set aside and work order needs to be issued in favour of the petitioner who is entitled to get it. Respondent Nos. 2 to 4 have not followed the procedure laid down in the Government Resolution dated 26.11.2018.

7. To buttress the argument, Mr. Patil has placed reliance on the following stock of citations.

(i) ***(H.H.Raja) Harinder Singh Vs. Karnail Singh and others*** reported in ***AIR 1957 SCC 271***.

(ii) ***Indian Seamless Steel and Alloys Ltd and another Vs. Union of India and others*** reported in ***2003 (3) Mh.L.J. 120***.

(iii) ***Manohar Joshi Vs. Nitin Bhaurao Patil and another*** reported in ***AIR 1996 796***.

8. By taking help of the above said citations, Mr. Patil submitted that in view of the provisions of the General Clauses Act 1897, the petitioner gets one day grace to deposit additional performance security deposit on the next day, when the date fixed by the respondent Nos. 2 to 4 falls on a holiday. If the petitioner has deposited a Demand Draft of additional performance security deposit on the next day on which the office of respondent No.2 to 4 is open, then it should be treated as deposit within time in view of Section 10 of the General Clauses Act 1897.

9. Mr. U.B. Bondar, learned counsel for respondent Nos. 2 and 4 per contra submitted that the terms and conditions incorporated in

the tender notice are important and vital. The petitioner being lowest one, his tender came to be accepted. As per the terms and conditions of the tender notice, the petitioner was required to deposit additional performance security deposit of Rs.2,15,000/- within eight days. According to Mr. Bondar, the financial bid was opened on 17.04.2020 and the petitioner was required to deposit additional performance deposit of Rs.2,15,000/- till 25.04.2020. The last date was 25.04.2020 to deposit additional security deposit. The petitioner has failed to deposit the same till 25.04.2020. The petitioner has deposited the Demand Draft on 27.04.2020 i.e. after two days and the same is not yet encashed.

10. The petitioner has failed to comply the terms and conditions of the tender notice and in that background, respondent No.5 who was second in line was called upon for negotiation and after due negotiation, respondent No.5 has shown readiness and willingness to accept the work order below the tender price quoted by the petitioner. After due negotiation, work order was issued to respondent No.5 and respondent No.5 has started the work. According to Mr. Bondar, the tender is a commercial transaction and parties are required to abide by the terms and conditions. The petitioner has failed to comply the terms and conditions as per the

tender notice and therefore, the petitioner has no right to insist for the work order when he has committed a breach of the terms and conditions of the tender notice. Respondent Nos. 2 to 4 have followed the Government Resolution dated 26.11.2018.

11. Mr. A.S. Shivpuje, learned counsel for respondent No.5 echoed the argument advanced by Mr. Bondar, learned counsel for respondent Nos. 2 to 4. Mr. Shivpuje submitted that the petitioner has committed breach of the terms and conditions of the tender notice. He has not deposited additional performance security deposit within a period of eight days and resultantly out of the race to get a contract. Respondent Nos. 2 to 4 have adopted the proper course by inviting respondent No.5. As such, there is no illegality. Respondent No.5 has started the work soon after getting work order. The work is in progress

12. Mr. K.N. Lokhande, learned A.G.P. for respondent No.1 invited our attention to Government Resolution dated 26.11.2018 and submitted that respondent Nos. 2 to 4 have complied with the procedure and guidelines laid down in the above said Government Resolution. There is no illegality in awarding the contract to respondent No.5, when the petitioner has failed to comply the terms and conditions within the stipulated time. The petitioner has

committed breach of the terms and conditions and as such, has no voice to insist for the work order.

13. Now coming to the factual scenario emerging in this case. It is an admitted position that the petitioner being lowest bidder in the competition to get the contract, his tender came to be accepted. No dispute about such factual position. The centre of controversy involved in the case is on depositing additional performance security deposit of Rs.2,15,000/- within eight days from the day of opening financial bid. E-tender notice is at page No.18. There are terms and conditions in the tender notice, which successful bidder is required to comply within stipulated time. The financial bid was opened on 17.04.2020 and on the same day, tender of the petitioner came to be accepted.

14. As per the terms and conditions, eight days time was with the petitioner to deposit additional performance security deposit of Rs.2,15,000/-. The period was from 17.04.2020 to 25.04.2020. The last date of depositing amount of additional performance security deposit was 25.04.2020. The petitioner has deposited Demand Draft of Rs.2,15,000/- towards additional performance security deposit on 27.04.2020 i.e. after causing delay of one day. The question is about giving grace of one day to the petitioner.

15. A contract is a commercial transaction. Evaluating tenders and awarding contracts are essential commercial functions. Principles of equity and natural justice stay at a distance. There is no dispute that due to Covid-19 pandemic, there was lock down during that period. There were restrictions on travelling. There were holidays on 25th and 26th April. The question poses here, whether the terms and conditions of the tender can be relaxed even for one day.

16. In case of ***Harinder Singh*** (supra), it is held by the Hon'ble Supreme Court as under :-

> " **(A) General Clauses Act (10 of 1897), S.10 – Object and applicability.**
>
> Broadly stated, the object of S.10 is to enable a person to do what he could have done on a holiday, on the next working day. Where, therefore, a period is prescribed for the performance of an act in a court or office, and that period expires on a holiday, then according to the section, the act should be considered to have been done within that period, if it is done on the next day on which the Court or office is open. For that section to apply, therefore, all that is requisite is that there should be a period prescribed, and that period should expire on a holiday."

17. In case of ***Indian Seamless Steel and Alloys Ltd.*** (supra), it is held by the Division Bench of Bombay High Court as under :

> ***"(a) General Clauses Act (10 of 1897), S.10 and Central Excise Rules, 2001, R.8(4) (ii)*** – excise duty payable by petitioners for period 1st to 15th January 2002 on 20th January 2002 – Paid on Monday, the 21st January 2002 due date falling on 20th January 2002 being Sunday – Payment of excise duty made by the petitioners on 21st January 2002 treated to have been made on due date i.e. 20th January 2002."

18. In case of ***Manohar Joshi*** (supra), it is held by the Hon'ble Supreme Court as under :-

> **"(A) Representation of The People Act (43 of 1951),S.81(1) – Election petition – Presentation – Limitation – Computation – S.10 of General Clauses Act is applicable. General Claused Act (10 of 1897), S.10 -**
>
> S.10 of the General Clauses Act is applicable in the computation of the limitation prescribed by S.81(1) for presentation of an election petition. In the instant case the election petitioner was entitled as of right to present the election petition on the last day of limitation which fell on 14-4-1990, but that day and the next day being holidays when the High Court and its office was closed, the election petition presented on 16-4-1990, the first day on which the Court and its

> office opened after the holidays. In such circumstances the election petition could be said to have been filed within limitation in view of S.10 of General Clauses Act.

19. The case of ***Harinder Singh*** (supra) and the case of ***Manohar Joshi*** (supra) are under the Representation of The People Act 1951. In the case of ***Indian Seamless Steel and Alloys Ltd.*** (supra), the question of payment of excise duty to the Government was involved. Here the facts of the case on hand are distinguishable. It is a commercial transaction of awarding contract. The terms and conditions incorporated in the tender notice are important and plays vital role. As per the terms and conditions in the tender notice, more particularly clause 15 is important, which reads thus:

> "अतिरिक्त सुरक्षा ठेव रक्कम (Additional Performance Security Deposit) निविदाकाराने लिफाफा क्र.१ व लिफाफा क्र.२ उघडल्यानंतर प्रथम न्यूनतम देकार सादर करणाऱ्या L1 निविदाकाराने Additional Performance Security Deposit आठ दिवसाच्या आत कार्यकारी अभियंता (बां.) जि.प. लातूर यांचेकडे जमा करावे. देकार 15% पेक्षा कमी दराचा असल्यास उर्वरीत रकमेसाठी दोन पटीने रक्कम डी.डी. व्दारे सादर करणे अनिवार्य राहील. उदा. 19% कमी दर असल्यास पुढीलप्रमाणे पृथःकरणः- 10% कमी दरापर्यंत 1% व 15% पर्यंत कमी दरापर्यंत (15% - 10% = 5%) तसेच (19 – 15) = 4% करीता (4 x 2) = 8% असे एकूण (1+5+8 = 14%)."

20. Section 10 of the General Clauses Act would not enure to

the benefit of the petitioner. Section 10 of the General Clauses Act is applicable where by any Act or Regulation, any act or proceeding is directed or allowed to be done or taken in any Court or office on a certain day or within a prescribed period, then, if the Court or office is closed on that day or the last day of the prescribed period, the act or proceeding shall be considered as done or taken in due time if it is done or taken on the next day afterwards on which the Court or office is open. The genesis for applying section 10 of the General Clauses Act is that Act or proceeding should be directed or allowed to be done under the Act or Regulation. In the present case, we are considering the terms and conditions of the commercial transaction between the parties. The parties are governed by the terms and conditions of the agreement/tender documents. The terms and covenant agreed between the parties are required to be adhered to scrupulously by the parties to the contract. Any deviation therefrom is not permissible.

21. The parties unequivocally and on their own volition agreed to abide by the terms of the Contract. Covenant No.15 of the tender notice specifically provided that the amount of the security deposit shall be deposited before eight days from the date of acceptance of the financial bid. Admittedly, 25th April, 2020 was the

8th day. The amount was to be deposited before 8th day. The petitioner would not be entitled to claim that as 8th and 9th day were holidays, the deposit of the amount on 10th day would be a valid tender. The petitioner was well aware that 8th and 9th day were holidays and ought to have deposited the amount before 8th day. In view of that, it is not possible to accept the contention of the petitioner. Moreover, the work order has already been issued by accepting the bid of the second lowest bidder and the work has proceeded further.

22. The petitioner is now seeking some relaxation in clause 15 of the tender to satisfy that requirement, which cannot be taken into consideration. Giving relaxation to some of the terms and conditions of the tender notice would amount to rewriting and redefining the terms and conditions of the tender notice, which is not permissible under the Contract Act.

23. This exercise of giving relaxation in respect of the above referred clause No.15 cannot be made. If this attempt is made, it may give rise to rewriting the terms and conditions of the tender notice and same is not permissible in the eyes of law. The Division Bench of

this Court (to which one of us Justice S.V. Gangapurwala was a party) in ***M/s Yogiraj Powertech Pvt. Ltd. Vs. State of Maharashtra and others*** reported in ***2019 SCC Online Bom 5800*** held that essential conditions cannot be relaxed/deviated from rejection of bid for non-compliance with essential conditions held valid.

24. In case of ***Meerut Development Authority Vs. Association of Management Studies and Another*** reported in ***(2009) 6 SCC 171***, it is held by the Hon'ble Supreme Court as under :-

"A tender is an offer. It is something which invites and is communicated to notify acceptance. It must be unconditional; must be in the proper form, the person by whom tender is made must be able to and willing to perform his obligations. The terms of the invitation to tender cannot be open to judicial scrutiny because the invitation to tender is in the realm of contract. However, a limited judicial review may be available I cases where it is established that the terms of the invitation to tender were so tailor-made to suit the convenience of any particular person with a view to eliminate all others from participating in the bidding process."

25. If there are essential conditions incorporated in the tender, certainly the same must be adhered to. The essential conditions only

be relaxed if there is general power of relaxation. In case at hand, there is no such general power of giving relaxation to deposit additional performance security deposit even after eight days. Moreover, there is no correspondence from the side of the petitioner – successful bidder to extend the time by one day to deposit the amount of additional performance security deposit. There was no difficulty for the petitioner to make such kind of communication and get extended one day for depositing additional performance security deposit. No such pains were taken by the petitioner. Now the petitioner is taking disadvantage of Covid-19 pandemic and holidays fallen on 25th and 26th April 2020, which cannot be considered in a case of commercial transaction i.e. awarding of contract. Perusal of photo copy of Demand Draft of Rs.2,15,000/- placed on record by the petitioner reveals that it was drawn on 27.04.2020. After stipulated period is over.

26. The scope of judicial review in tenders has been explored in-depth in a catena of cases. It is settled that constitutional courts are concerned only with lawfulness of a decision and not its soundness. Phrases differently, Courts ought not to sit in appeal over decisions of executive authorities or instrumentalities. Plausible decisions need not be overturned, and latitude ought to be granted to the State in

exercise of executive power so that the constitutional separation of powers is not encroached upon. However, allegations of illegality, irrationality and procedural impropriety would be enough grounds for courts to assume jurisdiction and remedy such ills. This is especially true given our unique domestic circumstances, which have demonstrated the need for judicial intervention numerous times. Hence, it would only be the decision-making process which would be the subject of judicial enquiry, and not the end result.

27. In case of ***Tata Cellular Vs. Union of India*** reported in ***(1994) 6 SCC 651***, it is held by the Hon'ble Supreme Court in para No. 77 which reads thus -

> "77. ...Therefore, it is not for the court to determine whether a particular policy or particular decision taken in the fulfilment 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, Wednesbury unreasonableness.

(iii) Procedural impropriety."

28. In the case of ***Jagdish Mandal Vs. State of Orissa*** reported in **(2007) 14 SCC 517**, it is held by the Hon'ble Supreme Court that, 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.

29. The award of a contract is essentially a commercial transaction which must be determined on the basis of considerations that are relevant to such commercial decision. The party issuing the tender can fasten the conditions and its own terms of invitation to tender and has the right to punctiliously and rigidly enforce the terms of the tender. 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. The Court cannot make distinction between essential and non essential terms contrary to the intention of the tender issuing authority and thereby rewrite the arrangement. The terms subject to which tenders are invited are not open to the judicial scrutiny unless it is found that the same have been tailor-made to benefit any particular tenderer or class of tenderers.

30. The authority, publishing the tender is bound to adhere to the essential terms, norms, standards and procedures laid down by it and cannot depart or deviate from the arbitrarily much less by giving relaxation. In the case at hand, the respondent Nos. 2 to 4 seem to have followed the Government Resolution dated 26.11.2018 and adhered to the terms and conditions incorporated in the tender notice. The petitioner has failed to deposit additional performance security deposit of Rs.2,15,000/- within stipulated period of eight days and thus committed default. Certainly, he is out of the race because of his own default. Now he cannot blame the authorities for not giving relaxation of one day for depositing additional performance security deposit. The petitioner is not entitled to get such kind of relaxation in view of terms and conditions of the tender notice.

31. Having regard to the above reasons and discussion, we do not find any merit in the claim of the petitioner. There is no material on record to demonstrate that impugned decision is arbitrary or *mala fide* or irrational or result of colourable exercise of powers or political interference. We are of the candid view, that no case is made out by the petitioner to invoke our writ jurisdiction.

32. It is needless to say that the petition is liable to be dismissed.

ORDER

(i) The writ petition stands dismissed.

(ii) Rule is discharged. No order as to costs.

(SHRIKANT D. KULKARNI)
JUDGE

(S.V. GANGAPURWALA)
JUDGE

S.P. Rane