



**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

CWP-21081-2015 (O&M)

Date of decision: 05.08.2025

Ashok Sharma Nabhewla

....Petitioner

Versus

Punjab and Haryana High Court and others

....Respondents

**CORAM: HON'BLE MR. JUSTICE ASHWANI KUMAR MISHRA
HON'BLE MR. JUSTICE KULDEEP TIWARI**

Present: Petitioner in person.

Mr. Sumeet Mahajan, Senior Advocate,
Mr. Daman Dhir, Advocate,
Mr. Raman Dhir, Advocate,
for respondent No.1.

Mr. Anuj Malik, Advocate,
Mr. Ravinder Malik, Advocate,
for respondents No.2 and 5.

KULDEEP TIWARI, J. (Oral)

1. The petitioner, who is a practicing Advocate in this High Court, fetching grievance from an order/communication dated 25.03.2015 (Annexure P-3), issued by respondent No.1, vide which, application for his induction as Advocate-Associate Member, on account of withdrawal or surrender of rights by Mr. Kul Bhushan Sharma, Advocate-Associate Member, in his place, has been declined, as the Principal Allottee-respondent No.2 objected to his induction, has filed the instant writ petition under Articles 226/227 of the Constitution of India.

A further prayer is also made to declare Rule 6 of the High Court of Punjab and Haryana Lawyers' Chambers (Allotment and Occupancy)



Rules, 1988, (for short, the 'Rules of 1988') as ultra vires to Article 14 of the Constitution of India.

2. Though the facts are hardly in dispute, yet for the sake of clarity, it would be expedient to record a brief narration thereof. Initially, a Lawyer chamber No.89 was allotted to respondent No.2 as a Principal Allottee, along with the following associate members:-

1. Mr. Kul Bhushan Sharma
2. Mr. Vishva Nath Sharma
3. Ms. Shamsheer Kaur,
4. Mr. Parveen Gupta,
5. Mr. Jatinder Singh Kamboj
6. Ms. Veena Kumari
7. Mr. Shiv Shankar Bhardwaj

3. Subsequently, name of Mr. Shiv Shankar Bhardwaj was deleted from the array of Associate Members, in view of the minutes of meeting dated 18.03.2014 of the Building Committee of this Court. Thereafter, respondent No.3, who is one of the Associate Members of the chamber in question, vide an application dated 11.07.2014, requested for withdrawal of his name as Associate Member and for inclusion of petitioner's name as Associate Member, in his place. However, the said request was declined by the Building Committee of this Court, on the ground that the Principal Allottee did not accede to the proposal. That is how, the petitioner is before this Court.

4. The petitioner causes appearance in person and addresses arguments at length. Opening his arguments, he contends that the intent and object of the Rules of 1988 is, to extend equal right and opportunity to all Associate Members, and not to provide monopoly rights to the



Principal Allottee. However, since Rule 6 gives absolute autonomy to the Principal Allottee to approve induction of any Associate Member, therefore, it does not stand the test of Article 14 of the Constitution of India.

5. The next submission advanced by him is that the power to exercise choice by the Principal Allottee comes to end, once the process of allotment is over, and thereafter, all the Associate Members are equally placed with equal rights. The Principal Allottee should not be allowed to re-exercise his choice/option on every induction or surrender of any Associate Member. He asserts that Rule 6 does not permit the Principal Allottee to re-exercise his right to option every time, in case of right surrendered by any Associate Member. If the Rule in question is interpreted in this manner, it would lead to empowering the Principal Allottee with absolute title and interest in an apparent violation of Rule 9, which only gives a right of user.

6. *Per contra*, learned counsel for respondent No.2, who is a Principal Allottee, vigorously opposes the submissions of the petitioner by contending that respondent No.2 does not enjoy harmonious relationship with him. In the event, the petitioner is allowed to join as Associate Member, it would certainly culminate into further confrontation amongst Members of the chamber in question, besides defeating the basic object of the Rules of 1988. He further submits that one of the objects of giving a right to choice to the Principal Allottee is to create a conducive and workable atmosphere in the chamber. Finally, he submits that all the duties, as prescribed under Rule 11, has to be undertaken by the Principal Allottee only.



7. Learned Senior counsel for the respondent-High Court also vehemently opposes the submissions made by the petitioner. He contends that legality of the Rules of 1988, has already been tested by this Court decades ago in CWP-525-1999 (*Vijay Gopal Dogra Vs. Punjab and Haryana High Court, Chandigarh and others*) (decided on 25.09.2000), wherein it was held that, choice of the Chief Justice is supreme, and no exclusive right of choice is given to the Principal Allottee. Therefore, assertion made by the petitioner that a monopolistic right has been given to the Principal Allottee, is, in fact, has no legs to stand. He further submits that the impugned decision taken by the Building Committee is, undoubtedly, in consonance with the Rules of 1988, and therefore, no interference is required in the instant matter.

8. We have heard the petitioner, and learned counsel for the respondents at length, and perused the record.

9. Before embarking upon the submissions made before this Court, and gauging legality of the impugned order on the anvil of provisions of the Rules of 1988, it is imperative, at the first instance, to have a quick glance of the said Rules.

10. The unambiguous purpose and object of framing of the Rules of 1988 is, to regulate the allotment of chambers constructed in the premises of this High Court. To begin with, Rule 3 provides that allotment of Lawyers' Chambers shall be solely at the discretion of the Chief Justice. Rule 4 prescribes the eligibility for an Advocate to apply for a chamber. Likewise, Rule 5 prescribes mode of allotment. Sub-clause (i) thereof, stipulates that allotment shall be made by the Chief Justice on receipt of an application in the prescribed form, and sub-clause



(ii), which begins with non-obstante clause, stipulates that the Chief Justice may allot chamber to an Advocate, who is physically handicapped or otherwise deserving, and the discretion exercised by the Chief Justice in this regard shall be final. The proviso attached to this Rule, postulates that the Chief Justice may, in appropriate cases, relax the bars in case of otherwise eligible Advocates.

11. Significantly, Rule 6, which is under challenge, deals with allotment, according to which, chamber shall be allotted to one Advocate, who may associate with him up to a maximum seven Advocates of his own choice **with the previous approval of the Chief Justice**. First proviso attached to Rule 6 stipulates that in case, an allotment is cancelled or terminated, then a fresh allotment of the chamber would be made by the Chief Justice, keeping in view the **preferential right of the associate Advocates of the allottee**. Similarly, second proviso indicates that if the Chief Justice does not exercise his powers under the preceding proviso, nothing shall confer any right, title or interest upon the associate Advocates of the Principal Allottee. A bare reading of Rule 9 makes it clear that allotment of chamber would not confer any tenancy, sub-tenancy, lease or sub-lease, title, interest etc. in favour of an allottee other than that of a **bare user**. Rule 11 prescribes the duties of the allottees.

12. At this juncture, even at the cost of repetition and to bury the hatchet, it is necessary to extract Rules 3, 5, 6, 9 and 11, and the same read as under.

*“3. **Allotment.**-The allotment of Lawyers’ Chambers shall be solely at the discretion of the Chief Justice.*



5. **Mode of allotment.**-(i) *The allotment of chamber shall be made by the Chief Justice on receipt of an application in the prescribed form.*

(ii) *Notwithstanding anything contained in sub-rule(i) the Chief Justice may allot chamber to an Advocate, who is physically handicapped or otherwise deserving and the discretion exercised by the Chief Justice in this regard shall be final*

(iii) *Out of eligible Advocates father, mother, sons/sons, daughter/daughters or husband and wife would be eligible for allotment of only one chamber*

(iv) *Where more than one eligible Advocate has formed a partnership firm of Advocate, they may be allotted only one chamber as joint allottees.*

Provided that always the Chief Justice may in appropriate case relax the bars in case of otherwise eligible Advocates.

6. **Allotment.**- *The chamber shall be allotted to one Advocate, who may associate with him up to a maximum seven Advocates of his own choice with the previous approval of the Chief Justice. The responsibility of payment of licence fee will, however, be that of allottee:*

Provided, however, that if the allotment in respect of an allottee is cancelled or terminated under these rules, then a fresh allotment of the chamber would be made by the Chief Justice, keeping in view the preferential right of the associate Advocates of the allottee.

Provided further that if the Chief Justice does not exercise his powers under the preceding proviso, nothing shall confer any right, title or interest upon the associates, who were so associated by the allottee at the first instance.

9. **Allotment not to confer any tenancy, sub-tenancy, lease or sub-lease, title, interest etc. in favour of allottee.**- *The allotment shall be in no event operate, nor shall be construed. So to create, confer or grant any lease or sub-lease, tenancy or sub-tenancy or any right, title or interest into or upon the chamber in favour of the allottee. The allottee shall, in no circumstances claim or plead any right to tenancy or sub-tenancy, lease or sub*



lease into or upon the chamber or any right in that nature or any right other than that of a bare use.

11. Duties of Allotee.-(i) *The allottee shall use the chamber only as a Lawyers Office and for no other purpose whatsoever.*

(ii) *The allottee shall not part with, in any manner, the use and consequent occupation or possession of the premises to any other person or grant any special user or licence to any person or to transfer or assign the while or any part of the chamber in favour of any other persons. It is expressly intended and meant that the perimission given hereunder can and shall in no event be assignable, or transferrable in any form, deice method or arrangement.*

(iii) *The allottee shall not make any structural additions or alterations in the chamber without the consent in writing by the Chief Justice or his nominee*

(iv) *The allottee shall, during the currency of the allotment be responsible for the up-keep and maintenance of the chamber.*

(v) *The allottee shall during the pendency of the allottement, be responsible for any damage caused to the chamber or to the services provided therein, beyond fair wear and tear of act of God.*

(vi) *No allottee shall use the chamber before 7 A.M. and/or after 8 P.M. on any day.*

Provided that the Chief Justice may change the timings for the use of the chambers.

(vii) *The allottee shall not cause or permit to be caused any damage to the chamber or to the main building or any part thereof.*

(viii) *The allottee shall indemnify the Chief Justice/High Court against any loss or claim preferred against him/it by third parties as a result of acts/omissions by the allottee or his agents.*

(ix) *The alottee shall not conduct himself in a manner which is a nuisance and which causes annoyance to any adjoining or neighbouring allottee.*

(x) *The allottee shall not impede in any way the officers, servants or agents of the High Court in the exercise by them of the High Court rights in possession and control of the chambers*



and in particular shall give reasonable assistance and facility to such officers, servants or agents for the general up-keep and maintenance of the lay-out, decorations, fittings and fixtures of the chambers.

(xi) The allottee shall not install in the chamber any additional electric appliances without the prior permission in writing of the Chief Justice or his nominee.

Provided that the Chief Justice or his nominee may grant permission to an allottee to install and use in the chamber any additional electric appliances in addition to one air-conditioner or one electric heater, on such conditions as may be determined by him from time to time.

(xii) The allottee or the associate advocates shall not use or permit the use of alcoholic drinks in any form in chamber or even in the Chambers Complex, nor will they allow playing of cards in any form.

(xiii) The allottee or the associate Advocates shall allow at all reasonable time the access to the Chief Justice or his nominee or to such officers, servants or agents in order to inspect the premises so as to find out if any misuse or breach of undertakings is being committed by the allottee or the associate advocates.

13. A conjoint study of the above extracted Rules makes it explicitly clear that the discretion lies solely with the Chief Justice, both in initial allotment and in approving the Associate Members. As demonstrated above, the proviso attached with Rule 6 protects interest of the Associate Advocates, for, in case of cancellation/termination of the allotment, a fresh allotment of the chamber would be made by the Chief Justice, keeping in view the preferential rights of the Associate Advocates. It is further clarified that the chamber is allotted to only one Advocate, who can choose up to seven Associates, but with the prior approval of the Chief Justice.



14. The intent behind insertion of Rule 6, is to enable the allotting authority to have in record an identifiable person, upon whom every responsibility, which casts on account of chamber's use, can be fastened. It also ensures adherence of all duties, responsibilities and liabilities so arise, on account of allotment, and are prescribed under Rules 7 and 11, as extracted above. Thus, it is crystal clear that scheme of the Rules of 1988, maintains overall control of the institution only. The Chief Justice's discretion is paramount, be it allotment, re-allotment or choice of Associate Advocates by the Principal Allottee.

15. After sketching out the abovesaid position, this Court has further examined the objects sought to be achieved by framing the Rules of 1988. To our mind, the Rules never bestow the Principal Allottee or the Associates with any enforceable right. Rather, considering the scarcity of chambers and space in the premises of the High Court, the Principal Allottee is allowed to have seven other Advocates as Associates of his own choice, but with prior approval of the Chief Justice, which prevents the element of monopoly. Further, these Rules ensure regulatory control of the Chief Justice, so as to supervise and avert misuse of chamber. In nut shell, it is only a concession to the Principal Allottee or Associate Members, and thus, it never creates any enforceable legal right. We are reminded to point out that by virtue of this contentious Rule, a healthy, cordial and dignified work space to the allottee Advocates is sought to be provided, while keeping chamber tied to one, besides ensuring discipline and equitable usage of the chamber.

16. The Principal Allotte, though enjoys his right of choice of Associate Members, but it is equally true that, he is also fastened with



certain duties, such payment of fee, electricity charges etc., and as prescribed under Rule 11. In view of the abovesaid narration, this Court unhesitatingly concludes that the submissions advanced by the petitioner that absolute choice showered upon the Principal Allottee is hit by Article 14 of the Constitution of India, do not carry any merit.

17. In summa, this Court is convinced to observe that the impugned order/communication is in consonance with the Rules of 1988, and therefore, requires no interference. The writ petition is devoid of any merits, and is accordingly, dismissed.

18. Pending application, if any, stands disposed of.

(ASHWANI KUMAR MISHRA)
JUDGE

(KULDEEP TIWARI)
JUDGE

05.08.2025
Ak Sharma

Whether speaking/reasoned	Yes
Whether reportable	Yes/No