

RAJASTHAN HIGH COURT

Ram Karan Choudhary

Vs.

State of Rajasthan

Spl. Appl. Writ Nos. 912 of 2000, 559 of 2001 and 178 of 2002
(N.P. Gupta and Mohammad Rafiq, JJ.)

10.01.2008

ORDER

N. P. Gupta and Mohammad Rafiq, JJ.

1. These three appeals though arise out of different orders, having passed by different benches, relating to different areas, and having different facts, still ultimately involve the common question, and therefore, they are being decided by this common order.

2. Appeal No. 912/2000 has been filed against the order passed by the single Judge in Writ Petition No. 2734/2000, dismissing the writ petition, on the ground, that entire rights and liabilities flow from a contract between the petitioner and the Committee, and for enforcement of contractual relations, writ petition is not maintainable. It was also found, that it involves disputed questions of fact, and that, according to the judgment of Hon'ble the Supreme Court, in *State of Himachal Pradesh v. Raja Mahendra Pal*, ¹ the Constitutional Courts should insist upon the party to avail alternative remedy, instead of invoking the extraordinary writ jurisdiction of the Court, and then generous, general and casual approach was not approved to clothe the High Court with the power and jurisdiction under Article 226. Thus, it was found, that the petitioner can conveniently agitate the claim before the Civil Court. Thus, the writ petition was dismissed.

3. Then, Appeal No. 178 has been filed against the judgment of the learned single Judge dated 7-8-2001, in Writ Petition No. 2300/99, finding, that this Court has considered the question of similarly situated auction, in the same auction, and in view of the view taken by the learned single Judge of this Court regarding the same auction, granting indulgence to the petitioner in that case, it would not be proper to distinguish this case also, and therefore, it was directed that members of the association, those

who have not withdrawn their amount deposited at the auction, will be entitled to get their auctions regularized in accordance with law. With these observations, the writ petition was disputed. From this order it does not appear, as to in which case the view was taken by the learned single Judge, no reference thereof is there, nor is any judgment available on the file. Be that as it may. This was a petition filed by Nokha Khadhya Vyapar Mandal.

4. Then, Appeal No. 559/2001 arises out of the judgment of learned single Judge dated 2-5-2001, passed in Writ Petition No. 2150/99. This was a petition also filed by a trader of Nokha. This is a detailed speaking judgment, running into four pages. It has been noticed therein, that the controversy lies in a very narrow compass, as the petitioner was auction bidder for a piece of land, from Krishi Upaj Mandi Samiti, hereafter referred to as 'the Samiti'. He complied with all the terms and conditions incorporated in the Act, and rules, framed for allotment, but he had been deprived of the possession of the said piece of land, on the ground, that the approval had not been accorded by the higher authorities, as contemplated under clauses 10 and 15 of the conditions, wherein approval of the Director, of the auction bid, was required in every case. It was found, that there can be no quarrel to the settled legal proposition, that where the Act or the

Rules provides for approval of such auction, the auction is unenforceable and inexecutable, unless the approval is sought by the authority. However, it was found, that any circular or executive instruction, issued by the State Government, in violation of statutory provisions of the Act, or the Rules, is null and void, and does not require to be observed, for the reason, that such circular/orders might be issued to oblige a particular section of society. Then, attention of the Court was invited to the circular issued by the State Government, for seeking approval of the Director of the Mandi Parishad, and the said circular was sought to be supported by legal authority comprised in Section 34-A. However, the learned single Judge found, that it is settled proposition of law, that what cannot be done "per directum is not permissible to be done per obliquum". Then, the judgment of Hon'ble the Supreme Court, in *Jagir Singh v. Ranbir Singh, reported² in* was relied upon, for the proposition, that an authority cannot be permitted to evade a law by "shirt or contrivance", and it was concluded, that no approval was required in this case, and the auction made in pursuance of Annex. R/2/1 was required to be confirmed without seeking any approval or direction, from the authority concerned. Thus writ petition was allowed.

5. Appeals Nos. 559 and 178 have been filed by the State and the Krishi Upaj Mandi

Samiti, while Appeal No. 912 has been filed by the trader, against the State and the Samiti. This matter relates to Krishi Upaj Mandi Samiti, Fruits, Vegetables and Woollen, Bikaner.

6. The facts of the case in Appeal No. 912 are, that the appellant filed the writ petition, alleging that the petitioner is a trader having license by the Samiti, dealing in agricultural produce. Then, after giving certain facts it was pleaded, that Mandi Samiti prepared a plan and earmarked 250 shops/godowns for being given on allotment by way of auction. It is alleged, that reserve price was to be fixed by the Samiti, and every bidder was required to deposit a sum of Rs. 5,000/- as earnest money. The allotment was to be made for a period of 99 years. Then, it is pleaded that the State Government issued an order dated 27-9-1992, constituting a committee, for the purpose of allotment of plots, for shops and godowns. This has been produced as Annexure-2.

Then, advertisement was issued being Annexure-5, containing terms and conditions of auction. By this Annexure-5 the auction was scheduled to be held on 15-7-1998. Then, certain pleadings have been taken about the exercise undertaken for fixation of reserve price. Then, it is pleaded that the auction was made on 15-7-1998 to 20-7-1998, and more than two years have passed, yet the market could not be developed, and the object of the Act (Rajasthan Agricultural Produce Markets Act, 1961) could not be achieved, as, had the auction been finalized, and remaining 3/4th price would have been accepted and the possession of the plots would have been given to the petitioner, then by this time, the market could have been constructed, and developed. Then, it is pleaded that the Director had no authority, right or jurisdiction, to interfere in the matter, and to pass any order for cancelling the auction, conducted by the Mandi Samiti, as the Committee was formed as per the directions of the State Government, which worked out the auction proceedings, and conducted the actual auction, and h price was deposited, and the bids were finalized, thereafter nothing remained there, and the petitioner has claimed to be entitled to get his plot, by depositing 3/4th price, with this, it is pleaded, that the association took up the matter with the Mandi Samiti, and the Mandi Samiti appraised the association of the letter Annexure-15, and a look at Annexure-15 shows, that thereby photo copies of the letter of the Directorate dated 28-4-1999 and 15-6-1999 were enclosed. According to the petitioner, thereupon a representation was given to the Minister, but in vain, except that they received the letter dated 17-7-2000, from the Mandi Samiti, asking the petitioner to receive back the amount, by producing the original receipt. This is produced as Annexure-17. The

petitioner has precisely assailed this Annexure-17, *inter alia* on the ground, that with depositing the price right has been created in the bidder, and in such circumstances, approval cannot be refused, much less without hearing the bidder, and thus, the action was decreed. It was pleaded, that there is nothing to show, that auction was conducted in any manner violating to any law. Then, justification was pleaded for fixation of reserve price, and it was prayed, that Annexure-17 may be quashed, and respondents be directed to receive the balance amount, and grant lease of the auctioned plot.

7. Since this writ petition was dismissed immediately on its filing, as it was filed on 9-8-2000, and it was dismissed on 10-8-2000, reply was filed on behalf of Samiti before this Appellate forum, and the stand taken is, that the petitioner has concealed the material fact from this Court, and had made false statement, inasmuch as the final allotment could have been made only after receipt of acceptance from the competent authority, which was not given. Then, giving parwise reply, the material stand taken was, that the petitioner, while filling up the application form, agreed with the terms and conditions of the auction, in which one of the conditions is, that the entire auction shall be depending upon the consent of the Director, Agriculture Marketing, *Jaipur*, and that, this condition was also there in the application form itself. The copy has been produced as Annexure R/2. Then, it was pleaded that a notice was already published in the newspaper about auction having been cancelled, and calling upon the bidders to take away the amount, which has been produced as Annexure R/3. It was pleaded, that by mere depositing amount, no rights have been created. Reply has also been given to various other paras of the writ petition, which need not detain us.

8. Then, the facts of Appeal No. 559 are, that the petitioner therein filed the writ petition, alleging to be a licensed broker of 'A' Class and 'B' Class. Then, it was pleaded, that the Samiti earmarked place for about 183 shops, out of which 53 shops have been constructed, and remaining open space was to be given on license, for which conditions have been framed. According to which conditions, allotment has to be made through open auction, reserve price was fixed, every bidder was to deposit Rs. 10,000/- as earnest money, and allotment was to be made for a period of 99 years. Conditions No. 3, 4 and 5 have been reproduced in the writ petition. Then, it is pleaded that the State Government constituted a committee for allotment vide order dated 27-9-1982, Annexure-3. This is the same document as produced in Appeal No. 912, as Annexure-2. Then, it is pleaded that a notice was issued for auction to be held on 24th, 25th, and 26th February, 1999, and the advertisement has been produced as Annexure-4, wherein the petitioner participated, and gave the highest bid of Rs.

2,71,000/-, for Plot No. 175, and deposited h of the amount on 26th February, itself. Then, the matter was sent for approval. However, it was informed by the Director, to the Krishi Upaj Mandi Samiti, that sale has been approved for 53 bidders, and for remaining shops no approval was given, and on that basis, action cannot be annulled, or cancelled. Then, it is also pleaded that when the reserve price was notified in the advertisement, now the Committee is estopped from refusing to grant lease on the principle of promissory estoppel. Then, certain pleas were taken about sufficiency of the reserve price, and action being violative of principles of natural justice, and so on. With this, Annexure-7 has been sought to be quashed, and direction has been prayed, for being granted the lease of the shop in question. In this petition a reply has been filed on behalf of the Samiti, pleading inter alia, that as per Section 34A, the Government has laid down certain guidelines, which are required to be complied. Then, it was pleaded that though the petitioner quoted certain terms and conditions of the auction, but has not mentioned the entire conditions, as some of them are clear against him. Then, it is pleaded that according to advertisement an application form was required to be filled containing terms and conditions of the auction, which were to be agreed by the bidder, before taking part in the auction, thereafter only he was entitled to take part, provided he deposits security amount of Rs. 10,000/-, and true and correct copy of the application form, containing terms and conditions, has been produced as Annexure R/2/1, which clearly stipulated, that the entire action was dependent upon the consent of the Director, and that the conditions mentioned in the advertisement were only few important conditions, and not all the conditions, because all the conditions can be seen from Annexure R/ 2/1 only. Copy of the advertisement has been produced as Annexure R/2/2. According to the respondent, since the auction was subject to the approval and conformity by the Director, the proposal was sent for approval by the Secretary, and the Director approved only the auction of 53 plots and directed re-auction of the remaining plots. It was submitted, that in view of the terms and conditions, no right accrues in favor of the petitioner, without approval from the Director. It was thus pleaded, that the Director had the power, and action was sought to be supported. Likewise, the State Government has also filed separate reply, and has practically adopted the reply of the Samiti, and again produced those very documents.

9. Then, the facts in Appeal No. 178 are, that the Nokha Khadhya Vyapar Mandal had filed a Writ petition, espousing the cause of various members of the association, obviously cause of its members, pleading inter alia, that at the auction the highest bidders deposited h amount, which bids have been pleaded to be just and proper, and therefore, the bidders are entitled to the plots. However, the matter was sent to the

Director, even though it was not needed, and the Director approved only 53 plots, and for the remaining, approval was not given, rather fresh auction was directed to be held. This information was communicated vide Annexure-4 dated 15-6-1999, which in turn refers to the communication dated 6-5-1999, copy of which was never provided. Then, in substance, the challenge to the action of Director, is practically on the same ground, as raised in Writ Petition No. 2150/99, giving rise to Appeal No. 559, and practically similar is the reply.

10. Arguing the appeal No. 912 it was contended by the learned counsel for the appellant, that the learned single Judge was clearly in error, in dismissing the writ petition, on the ground of it involving the disputed questions of fact, so also on the ground of availability of alternative remedy. According to the learned counsel, the basic facts about the plot having been put to auction, the petitioner having given highest bid, having deposited amount on that day itself, and that auction having been cancelled by the Director, are all facts which are not in dispute, and the only question was, as to whether the Director had any jurisdiction, to interfere in the matter, much less to cancel the auction, as the appellant had claimed, that with deposit of price, the auction stood finalized, and the rights accrued to the petitioner. Thus, none of the grounds given by the learned single Judge are sustainable, and the order is liable to be set aside. Then, arguing on merits, it was contended, that the respondent Samiti is the statutory body, and is governed by the provisions of the Act, and the Rules framed there under, which nowhere provide for any such confirmation from the Director, or State, much less does it confer any power to cancel the allotment, and that being the position, there is no escape from the conclusion, that the petitioner is entitled to be given the plot, by receiving the remaining 75% amount, which the petitioner is always prepared to pay. Thus, the order is wholly without jurisdiction, and is liable to be quashed.

11. On the other hand, learned counsel for the respondent, instead of addressing on the grounds given by the learned single Judge, contended on the lines of the pleadings taken in the reply, and contended, that a look at the advertisement Annexure-5 itself shows, that as an eligibility condition to participate in a bid, the necessary requirement is, that for that purpose application form has to be obtained by depositing Rs. 100/-, then that application form is submitted by filling in completely, along with security amount of Rs. 5,000/-, up to 10th July, 1998, and the advertisement does not give the condition of auction, but only purports to give important information, "MUKHYA JANKARI". With this it is contended, that accordingly the petitioner filed application,

and the proforma of the application has been produced as Annexure-R/ 2/1, which clearly shows, that the applicant has carefully read the terms and conditions, and has prayed for being permitted to participate in the auction, agreeing with the conditions, and the conditions are contended to be as many as 28, out of which Condition No. 13 clearly stipulates, that after depositing of 25% of the bid money, balance 75% shall be paid by the bidder within the specified time, after receiving the approval from the Director, Likewise, again in Condition No. 16 it is stipulated, that the possession of the plot shall be delivered to the successful bidder, only after receiving concurrence from the Director. Thus it is clear, that requirement of approval was one of the conditions of the auction, which the petitioner had agreed, and therefore, it is not open to him to decry the action of the Director, in not according approval of the auction. It was also contended, that the petitioner has not produced, or even challenged the original order of the Director, declining to approve the auction, and Annexure- 17 merely communication, informing to take back the amount deposited by the petitioner, by submitting original receipt.

12. In rejoinder, learned counsel for the petitioner appellant contended, that the petitioner was never communicated the order Annexure R/1, whereby the auction was cancelled. Then, regarding Annexure R/2, it was contended, the documents as produced by the respondent are mere photo stat copies, not bearing any signature of any authority, and in any case, do not bear any signature of the petitioner, as, if the petitioner had submitted this application, or appended his signatures, the respondents could have very well produce the original, or authenticated copy of the document bearing the petitioner's signature. In that view of the matter, the petitioner is not bound by this Annexure R/2, and maintained, that action of the Director is wholly without jurisdiction.

13. Other arguments were made by the either side, on the aspect of determining reserve price, its correctness or otherwise, but then, we need not dilate on that aspect, as the main question is, as to whether the Director had any authority to take the action, as taken, not to approve the auction.

14. Then, arguing the other two appeals, being Nos. 178 and 559, learned counsel for the appellant submitted, that since in view of Annexure R/2/1 it is clear, that in condition No. 10 it was clearly stipulated, that after depositing 25% of the bid amount, balance 75% shall be paid, approximate within a period of one month, on auction being approved by the Director, and then Condition No. 13 further stipulates, that the possession shall be delivered to successful bidder, only after receiving concurrence

from the Director, and thus, the Director had the power to approve, or disapprove the auction. Then assailing the reasoning's of the learned single Judge, it was contended, that of course there is no quarrel with the legal proposition, that whatever is prohibited by law to be done, cannot be done by an indirect and circuitous contrivance, nor any one can be permitted to evade the law, but then under the Act, and/or the Rules, there is no provision whatever, laying down the procedure or conditions, as to how such allotment is to be made, and/or how the auction is to become final. Thus, this area is a completely gray area, and therefore, if the Mandi Samiti had laid down conditions, including conditions requiring approval from the Director, it cannot be said to be tantamounting to resorting to any circuitous contrivance, or violation of law. With this it was submitted, that since according to advertisement Annexure R/2/2, every aspirant to participate in the auction, is to obtain application form by paying Rs. 100/-, then is to fill up that form completely, along with security amount of Rs. 10,000/-, and obtain other information's from the office, and it is with eyes open, that the bidders had appended their signatures on the conditions, and deposited the security amount, and thereupon only, they were allowed to participate. As such, once having participated, by agreeing to the conditions, it is not open to them, now to turn around, and decry, or ask for ignoring of those conditions. It was also contended, that the conditions are laid down in accordance with the guidelines given by the State Government, which the State is competent to lay, by virtue of Section 34-A of the Act, and therefore, the impugned order passed in Writ Petition No. 2150, is liable to be set aside, and since the impugned order in Writ Petition No. 2300 has only been passed taking into account the order passed in Writ No. 2150, both the orders are liable to be set aside.

15. Learned counsel for the respondent, on the other hand, in these appeals, supported the impugned order, by maintaining the stand, that the Director had no jurisdiction.

16. Thus, from the narration of the facts of these cases it is clear, that the main controversy involved in the matters is, as to whether the auction made by the auction committee, was required to be approved by the Director, and/or the Director has any say, or authority, or jurisdiction, in the matter?

17. So far as Appeal No. 912 is concerned, at the outset we may observe, that we are not able to appreciate, and are also not agreeing with, the reasoning's given by the learned single Judge, for dismissing the writ petition, more so when, at that time, other matters were already pending before this Court, and which matters had subsequently been allowed. It is significant to note, as contended by the learned counsel for the appellant that the factual part of the matter is not at all in dispute. Then since the

views of the other learned single Judge, about the powers of the Director, are under challenge in other two appeals the question of the powers of the Director is required to be gone into, on merits, by us in these appeals, and was required to be gone into by the learned single Judge.

18. To start with we may have a bird's eye view of the provisions of the Act, and the Rules made there under. Chapter I is about definitions, Chapter II is about constitution of markets, then Chapter III is about market committee, its constitution, incorporation, functions and duties, appointment of sub-committees and joint committees, appointment and salaries of servants of the market committee, members, officers etc. to be deemed public servant, execution of contracts, power of market committee to issue licenses, suspension or cancellation of licenses granted under Section 14, then power to remove the persons from market yards, appeals against certain specified orders, then power to collect market fees, and then the provisions have been made for market committee fund. Then, provision is made for the purpose for which the fund is to be expended, power to borrow is provided, and power to acquire land is provided. Then, Chapter IV deals about trade allowance. Then Chapter IV-A is about state agricultural marketing board, its composition, constitution etc. Then, Chapter V provides for liabilities of Chairman, vice chairman, and members, for removal from office, personal liability of members for the loss or misapplications, then it provides for duties of the officers and members of committee to furnish information, then power to enforce attendance etc., supersession of market committee, appointment of an administrator, power of entry and search, then makes provision for certain penalties. Then, Section 34-A makes provision about directions by the State Government, then provision is made for delegation of powers, and bye-laws. Then, coming to Rules, they also do not make any provision, about the manner in which the allotment is to be made, or property is to be transferred etc. Learned counsel for the traders were pointedly asked also by the Court, if there be any provision in the Act, or the rules, laying down any procedure, criteria, guidelines etc. in the matter of allotment of land, to be made whether by auction, or otherwise, but learned counsels could not. That being the position, the whole thrust of the judgment rendered in the writ petition No. 2150, being the basic judgment in the matter, does not stand any more. Then, comes the question, as to how, in absence of any provision in the Act, or the Rules, the things are, and are required to be, regulated.

19. Obviously, since the Samiti is the statutory body, the actions are to be guided predominantly, by considerations of Article 14, and to be bereft of any arbitrariness. If

the matter is examined from that stand point, it is not in dispute, that the advertisement was issued for auction. Then, from a look at the advertisement it is clear, that it clearly stipulates the intending bidder to obtain application form, by depositing Rs. 100/-. Then, application form is to be duly filled, and submitted along with requisite security money, and thereupon the applicant is to get permission, for participating in the auction. Though in all the writ petitions it has not been the averment, that the prospective bidders did deposit the amount, to obtain the application form, then filled it, and the only averments made are, about having deposited the security money. With this, in all the three matters it is positive case of the Samiti, that the prospective bidders did submit the application, agreeing with the conditions of the auction, by appending their signatures, and copies of those conditions, which are in the nature of Uniform conditions, applicable for all the prospective bidders, have been produced, and then, significantly this factual averment of the samiti has not been controverted, or disputed, by taking any otherwise pleading, by any of the petitioners, of course, the paper, containing conditions of auction, that has been produced by the Samiti does not bear any signatures of the prospective bidder, the writ petitioner, but then, in absence of any controversion, even by taking a stand, to the effect, that along with application form they were not supplied with any of the conditions, or by contending, that they did not agree to any of those conditions, there is no reason to believe this stand of the Samiti, that the prospective bidder were provided these conditions along with the application form, which were duly submitted by them, to have been agreed. At this stage it may be observed, that it is not the case of any of the writ petitioner, that any differential treatment is being meted out by the samiti to any individual bidder, or even different Mandi Samities are giving differential treatment to the prospective bidders.

20. Thus, the net result comes to is, that the matter rests in the realm of mutual agreement between the parties, comprised in the application form, duly signed by the prospective bidder, agreeing with the conditions, having been submitted to the Samiti, and such agreement is not shown to be in any manner, either arbitrary, or violative of Article 14. With this, since the writ petitioners had participated in the auction, now they cannot back out, or disown, or decry, the conditions. The obvious conclusion flowing there from is, that the two conditions being condition Nos. 13 and 16 in the writ petition No. 2734 giving rise to Appeal No. 912, and condition Nos. 10 and 13 in the other writ petitions, do clearly stipulate positively, rather stipulate the role of the Director, as a positive requirement of the confirmation of the sale by the Director, as a condition precedent for entitling the prospective bidder to deposit the remaining 75%

amount. In that view of the matter, it cannot be said, that the Director has no jurisdiction, or say altogether, in the matter of confirmation of auction.

21. It may be observed, that so far the reasoning's given by the Director are concerned, since the order of the Director has not been challenged in any of the writ petitions, either by filing copy thereof, or even by making a prayer about quashing of that particular order, that aspect need not be gone into by us.

22. Apart from the above, a look at the provisions of Section 34-A of the Act does show, that it does confer a power on the State, to issue instructions to the Samiti for carrying out the purposes of the Act, which instructions are required to be followed by the Board or the Committee, and the Committee or the Board is not to depart from the general instructions issued under Sub-section(1). The provisions of Section 34-A did come up for consideration before a Division Bench of this Court, in the case of *Ved Prakash Ramesh Chandra v. State and Ors.*, reported in ³ and therein, in para 20, this Court has held as under :-

"20. Next, Section 34A of the Act of 1961 authorizes the State Government to issue general instructions to be followed by the Board or such committee for carrying out the purposes of the Act. These instructions may include directions relating to the purposes for which and the manner in which the market committee fund or the marketing development fund shall be spent and the manner in which the surpluses with the Board or the Committee shall be kept. Not only this, sub-section (2) of Section 34-A prohibits market committees from departing from any general instructions issued by the State Government under sub-section (1). The procedure for allotments of the shops or auction of the shops and guidelines for above purposes and fixing of the guidelines are certainly instructions for carrying of the purposes of the Act and falls within Section 34-A. It nowhere abdicates the power of the committee, therefore, the learned single Judge was right in holding that the State Government is legally competent to issue general instructions for carrying out the purposes of the Act and the instructions dated 26-4-1995 are binding on the Samiti."

23. The net outcome of the above discussion is, that it cannot be said, that the Director, in any manner lacked jurisdiction, or authority, to decline to approve the auction, and since admittedly the auction has been cancelled by the Director, the writ petitioners cannot be said to be entitled to have any direction issued, directing the Mandi Samiti to allot them the plot, by receiving balance 75% of the bid amount, from the highest bidders.

24. Resultantly Appeal No. 912/2000 fails, and the other two appeals No. 178/ 2002 and 559/2001 succeed, and the writ petitions as filed in all the three matters are dismissed.

25. However, at the same time what we find is, that the bidders had deposited 25% of the amount, and have approached this Court for challenging the action in canceling the allotment, and calling them upon to take away their amount, and in some of those matters, the petitioners have been granted relief also by the single Bench of this Court. That being the position, may be, that the stand taken by the writ petitioners did not ultimately find favor in law, but then, it cannot be said, that the course of action adopted by the writ petitioner, was altogether misconceived. With this, admittedly the Mandi Samiti has retained 25% of the bid money, as deposited by the highest bidders, and has enjoyed the fruits of it. Considering these circumstances, we think it appropriate, even while dismissing the writ petitions, to direct, that the petitioners shall be entitled to receive back the amount deposited by them, along with interest @ 9%, to be computed to begin from the date of filing of writ petition before this Court, uptill the actual date of payment to the concerned bidder. Accordingly, the respondent Mandi Samiti is directed to refund the received amount to the highest bidders, along with interest as above. The parties shall bear their own costs of this litigation.

Order accordingly.

Cases Referred.

1. (AIR 1999 SC 1786)
2. AIR 1979 SC 381
3. 2002 (3) WLC (Raj) 207: (AIR 2002 Raj 285)