

Holiday Air Travels Vs Oil and Natural Gas Corporation Ltd. and Others

Court: Gauhati High Court

Date of Decision: July 13, 2015

Acts Referred: Constitution of India, 1950 - Article 12, 14, 226
Contract Act, 1872 - Section 5

Hon'ble Judges: Biplab Kumar Sharma, J

Bench: Single Bench

Advocate: B.D. Konwar, Senior Advocate and B. Sarma, for the Appellant; G.N. Sahewalla, and N. Anix Singh, Advocates for the Respondent

Judgement

Biplab Kumar Sharma, J

The petitioner, a partnership firm, is aggrieved by the Annexure-9 letter dated 11/12-06-2015, by which the

respondent Corporation (ONGC Ltd.) has conveyed its decision to terminate the earlier agreement with it executed on 21/01/2015. The

agreement was executed by and between the parties to facilitate travel arrangement for ONGC EMPLOYEES AND GUESTS IN COST

EFFECTIVE AND EFFICIENT MANNER. As per the said agreement, the service provider i.e. the petitioner agreed to provide the following

services:--

2. SERVICES

2.1 The Service Provider agrees to provide air travel services, domestic as well as international, to ONGC for journey to one or more

destinations.

2.2 The Service Provider agrees to provide cheapest air fare tickets for all domestic as well as international sectors in both economy and business

class travels.

2.3 The Service Provider shall not arrange air tickets on corporate fares, unless corporate fare is lower than the cheapest available fare for a

particular sector.

2.4 The Service Provider shall pre-book in-flight meals for all air tickets issued by ONGC.

2.5 The full fare tickets shall be made available to the officers/officials of ONGC only in case of work exigencies. In case of CMD and Board of

Directors, full fare tickets will be provided as per their travel plans.

2.6 The Service Provider agrees to book train tickets for ONGC and also ensure the delivery of the tickets to the ONGC officers/officials

concerned.

2.7 The Service Provider agrees to have IATA accredited offices at both Nazira, Sivasagar and service support at all operational areas of Assam

Asset including delivery of tickets within online reservation facilities using GALILEO, AMADEUS etc system.

2.8 The Service Provider has been intimated while empanelling that their services to ONGC, Assam Asset will be in addition to the services of

M/s. Balmer Lawrie with whom PAN India agreement exists.

3. OTHER SERVICES :

3.1 The Service Provider agrees to extend assistance in foreign travel like obtaining the visas & passports, foreign exchange, renewal of passport,

etc. at no extra cost.

3.2 The Service Provider agrees to provide protocol officers/Airport facilitation to VIPs and senior officers of ONGC.

3.3 The Service Provider agrees to provide catering services at the Airport VIP lounge at a special discounted rate.

3.4 The Service Provider agrees to provide buffet meal free of cost from his restaurant to all the employees who have been provided air tickets.

2. Clause 10 of the agreement provides for termination of the agreement as follows:--

10. TERMINATION

10.1 This Agreement shall automatically terminate on the expiry of the period of three years as provided in the clause above.

10.2 Parties may terminate the Agreement after giving a notice of thirty (30) days to the other Party of its intention to terminate the Agreement.

10.3 If force majeure conditions continue for period more than three months at a stretch, then the Agreement shall stand terminated.

3. As will be evident from Annexure-9 impugned letter dated 11/12-06-2015, the Annexure-1 agreement is sought to be terminated invoking the

provisions of Clause 10.2 quoted above.

4. When the matter was entertained on 23/06/2015, the learned counsel representing the respondent Corporation was requested to provide the file

in which the impugned decision was arrived at. Today, Mr. N. Anix Singh, learned counsel led by Mr. G.N. Sahewalla, learned senior counsel

representing the ONGC has produced the relevant documents containing the decision making process towards issuance of the impugned letter and

I have gone through the same.

5. Mr. B.D. Konwar, learned senior counsel assisted by Mr. B. Sharma, learned counsel for the petitioner has argued that the respondent

Corporation has taken recourse to the impugned decision only to favour one Balmer Lawri & Co. Ltd. He also submits that the petitioner with the

execution of the Annexure - 1 agreement having engaged employees for providing the services enumerated in the agreement, sudden termination of

the agreement will render those employees jobless. He also submits that the impugned action on the part of the respondent Corporation smacks

malafide and involves colourable exercise of power.

6. Mr. G.N. Sahewalla, learned senior counsel assisted by Mr. N. Anix Singh, learned counsel representing the ONGC submits that it being a case

of pure and simple termination of an agreement as per the inbuilt clause of the agreement, coupled with the fact that there is also arbitration clause

in the agreement, the writ petition is not maintainable. He further submits that there being no malafide exercise of power in the decision making

process and the respondents having adopted the policy decision to do away with the credit system, the writ Court will be reluctant to sit on appeal

over such decision.

7. As regards the arbitration clause incorporated in the agreement, Mr. Konwar, learned counsel for the petitioner submits that such alternative

remedy is not a bar towards invoking the writ jurisdiction, more particularly, when the respondent Corporation has acted arbitrarily and in violation

of the principles of natural justice.

8. I have given my anxious consideration to the submissions made by the learned counsel for the parties and have also considered the entire

materials on record. My findings and conclusions are as follows.

9. As noted above, Clause 10.2 of the agreement referred to above itself provides for termination of the contract after giving 30 days notice by

either party. By the impugned notice, the respondent Corporation has communicated its decision to terminate the Annexure-1 agreement on expiry

of 30(thirty) days notice period which incidentally expired on 11/07/2015. Clause 8 of the Annexure-1 agreement dated 21/01/2015 provides for

resolution of disputes or differences whatsoever between the parties arising out of or relating to the meaning and operation or effect of this

Agreement or the breach thereof or any dispute shall be settled through arbitration. However, the petitioner has taken recourse to the following

ground in para 25 of the writ petition not to invoke the said alternative remedy.

25. That the petitioner begs to state that the Agreement dated 21.01.2015 does provide for alternative dispute settlement Forums, i.e. through

Arbitration (Clause 8) and Outside Expert Committees (Clause 9). However the lengthy process of setting up the Forum, i.e. 60 days prior notice

in case of Arbitration and 30 days prior notice in case of OEC as well as the cumbersome procedure, defeats their very purpose in matters

requiring urgent and speedy settlement as in the instant case. Moreover, such Forums have no power to grant the interim relief as sought for in this

petition. As such there is no equally efficacious alternative remedy available to the petitioner and the remedy sought for herein is adequate and

complete.

10. In addition to the above, the petitioner has also contended that in the event of giving effect to the impugned notice dated 11/12-06-2015, only

Balmer Lawrie & Co. Ltd. Will be entitled to operate its office for booking tickets. For a ready reference, para 20 of the writ petition is quoted

below:--

20. That the petitioner states that if the impugned notice dated 11/12 June, 2015 is given effect, Balmer Lawrie & co. Shall only be entitled to

operate its office for booking tickets. Without prejudice, the petitioner states that the petitioner could also render its services on the terms and

conditions which shall be offered to the said party by the Respondent authorities and if need be at much competitive rates, and there could be no

reason and justification for unduly favouring the said Company. It is humbly stated that to the knowledge of the petitioner the impugned notice

dated 11/12 June, 2015 and the engagement of Balmer Lawri is a result of private negotiation, which the petitioner humbly submits, is opposed to

the Rule of Law and in this view of the matter the impugned notice dated 11/12 June, 2015 is liable to be interfered with.""

11. Apart from the fact that there is inbuilt provision for Arbitration in case of any dispute between the parties, the petitioner also agreed to abide

by the said alternative dispute resolution. Now by making the aforesaid statement in para 25 of the writ petition, it seeks to resile back from the

said position. While doing so, it has also named said Balmer Lawrie & Co. Ltd. with the allegation of providing undue favour to the said Company.

However, while doing so, the petitioner has failed to make the said Company, a party respondent.

12. In State of U.P. and others Vs. Bridge and Roof Co. (India) Ltd., (1996) 6 AD 621 : AIR 1996 SC 3515 : (1996) 7 JT 395 : (1996) 6

SCALE 168 : (1996) 6 SCC 22 : (1996) 4 SCR 762 Supp : (1997) 104 STC 78 , the Apex Court was concerned with a dispute relating to

terms of private contract. It was held that in such a situation, proper course would be to reference to arbitration or institution of suit and not writ

petition. In the said case under terms of contract between the appellant State Government and respondent public limited corporation, the rate

quoted by respondent was inclusive of sales tax and methodology to deduct the same. It was held that the High Court was justified in not going

into the dispute as it involved interpretation of terms of the contract. Mere fact that it also involved interpretation of the order issued under statutory

provision would not convert it into public law issue. In paragraph-16 of the judgment, the Apex Court observed thus:

16. Firstly, the contract between the parties is a contract in the realm of private law. It is governed by the provisions of the contract Act or may

be, also by certain provisions of the sale of Goods Act. Any dispute relating to interpretation of the terms and conditions of such a contract cannot

be agitated, and could not have been agitated, in a writ petition. That is a matter either for arbitration as provided by the contract of for Civil court

as the case may be. whether any amount is due to the respondent from the appellant-Government under the contract and, if so, how much and the

further question whether retention or refusal to pay any amount by the Government is justified, or not are all matters which cannot be agitated in or

adjudicated upon in a writ petition. The prayer in the writ petition, viz., to restrain the Government from deducting particular amount from the writ

petitioner's bill(s) was not a prayer which could be granted by the High court under Article 226. Indeed, the High Court has not granted the said

prayer.

13. In Orissa Agro Industries Corporation Ltd. and Others Vs. Bharati Industries and Others, AIR 2006 SC 198 : (2006) 1 BC 362 : (2005) 10

JT 19 : (2005) 9 SCALE 128 : (2005) 12 SCC 725 : (2005) AIRSCW 5715 : (2005) 7 Supreme 481 , the Apex Court dealing with similar claim

arising out of alleged breach of contract held that the High Court ought not to have dealt with disputed question of fact held that a writ petition

involving disputed questions of fact in respect of acceptance of offer of price made by the respondent for non-serviceable machineries/equipments

and other scrap materials of the corporation would not be maintainable and set aside the order of the High Court directing the corporation to pay

the writ petitioner, the amount specified by it. In paragraphs-7, 8, 9, 10, 11 of the judgment, it was observed thus:

7. A bare perusal of the High Court's judgment shows that there was clear non- application of mind. On one hand the High Court observed that

the disputed questions cannot be gone into a writ petition. It was also noticed that essence of dispute was breach of contract. After coming to the

above conclusions the High Court should have dismissed the writ petition. Surprisingly, the High Court proceeded to examine the case solely on

the writ petitioner's assertion and on a very curious reasoning that though the appellant-Corporation claimed that the value of articles lifted was

nearly rupees 14.90 lakhs no details were specifically given. From the counter-affidavit filed before the High Court it is crystal clear that relevant

details disputing claim of the writ petitioner were given. Value of articles lifted by the writ petitioner is a disputed factual question. Where a

complicated question of fact is involved and the matter requires thorough proof on factual aspects, the High Court should not entertain the writ

petition. Whether or not the High Court should exercise jurisdiction under Article 226 of the Constitution would largely depend upon the nature of

dispute and if the dispute cannot be resolved without going into the factual controversy, the High Court should not entertain the writ petition. As

noted above, the writ petition was primarily founded on allegation of breach of contract. Question whether the action of the opposite party in the

writ petition amounted to breach of contractual obligation ultimately depends on facts and would require material evidence to be scrutinized and in

such a case writ jurisdiction should not be exercised. (See: State of Bihar and Others Vs. Jain Plastics and Chemicals Ltd., AIR 2002 SC 206 :

(2001) 3 ARBLR 686 : (2001) 9 JT 582 : (2001) 8 SCALE 250 : (2002) 1 SCC 216 : (2001) AIRSCW 4858 : (2001) 8 Supreme 334).

8. In a catena of cases this Court had held that where dispute revolves round questions of fact, the matter ought not be entertained under Article

226 of the Constitution. (See: State Bank of India and Others Vs. State Bank of India Canteen Employees' Union and Others, (1998) 79 FLR

643 : (1998) 3 JT 731 : (1998) 3 SCALE 445 : (1998) 5 SCC 74 : (1998) SCC(L&S) 1270 : (1999) 1 SLJ 28 , Chairman, Grid Corporation of

Orissa Ltd. (Gridco) and Others Vs. Smt. Sukamani Das and Another, (1999) 2 ACC 432 : (1999) 7 JT 109 : (1999) 123 PLR 569 : (1999) 5

SCALE 539 : (1999) 7 SCC 298 : (1999) 2 SCR 458 Supp : (1999) 2 UJ 1557 : (2000) WritLR 331 .

9. In the instant case the High Court has itself observed that disputed questions of fact were involved and yet went on to give directions as if it was

adjudicating the money claim in a suit. The course is clearly impermissible. (See: General Manager, Kisan Sahkari Chini Mills Ltd., Sultanpur, U.P.

Vs. Satrugan Nishad and Others, AIR 2003 SC 4531 : (2003) 8 JT 235 : (2003) 3 LLJ 1108 : (2003) 8 SCALE 343 : (2003) 8 SCC 639 :

(2003) 4 SCR 349 Supp : (2004) 1 SLJ 145 : (2004) 1 UJ 227 : (2003) AIRSCW 5291 : (2003) 7 Supreme 250 , Rourkela Shramik Sangh Vs.

Steel Authority of India Ltd. and Another, AIR 2003 SC 1060 : (2003) 96 FLR 1039 : (2003) 1 JT 465 : (2003) 1 LLJ 849 : (2003) 1 SCALE

556 : (2003) 4 SCC 317 : (2003) SCC(L&S) 456 : (2003) 1 SCR 704 : (2003) AIRSCW 581 : (2003) 4 Supreme 121 .

10. In National Highway Authority of India Vs. Ganga Enterprises and Another, AIR 2003 SC 3823 : (2003) 3 BC 621 : (2003) 117 CompCas

154 : (2004) 1 CTLJ 24 : (2003) 1 JT 85 Supp : (2003) 135 PLR 721 : (2003) 7 SCALE 171 : (2003) 7 SCC 410 : (2003) 3 SCR 114 Supp :

(2003) 2 UJ 1468 : (2003) AIRSCW 4381 : (2003) 6 Supreme 527 , it was observed by this Court that the question whether the writ petition

was maintainable in a claim arising out of a breach of contract should be answered first by the High Court as it would go to the root of the matter.

The writ petitioner had displayed ingenuity in its search for invalidating circumstances; but a writ petition is not an appropriate remedy for

impeaching contractual obligations. (See: Har Shankar and Others Vs. The Dy. Excise and Taxation Commr. and Others, AIR 1975 SC 1121 :

(1975) 1 SCC 737 : (1975) 3 SCR 254 and Divisional Forest Officer Vs. Bishwanath Tea Co. Ltd., AIR 1981 SC 1368 : (1981) 1 SCALE 771

: (1981) 3 SCC 238 : (1981) 3 SCR 662 : (1981) 13 UJ 470 ."" ""11. In Radhakrishna Agarwal and Others Vs. State of Bihar and Others, AIR

1977 SC 1496 : (1977) 3 SCC 457 : (1977) 3 SCR 249 , the types of cases in which breaches of alleged obligation by the State or its agents can

be set up were enumerated. The third category, indicated is where the contract entered into between the State and the person aggrieved in non-

statutory and purely contractual and the rights and liabilities of the parties are governed by the terms of the contract and in exercise of executive

power of the State. The present case is covered by the said category. No writ order can be issued under Article 226 to compel the authorities to

remedy a breach of contract; pure and simple. It is more so when factual disputes are involved.

14. In Indian Oil Corporation and Others Vs. Deka Consultancy and Agency Services, (1999) 2 GLT 217 , the Division Bench of this Court in a

dispute relating to contractual matter involving disputed question of fact held that when there was an arbitration clause, the proper course was to

took recourse to arbitration or institution of suit. The issue was regarding private contract between public corporation and a private party as in the

instant case. It was held that the adjudication through a writ proceeding was not proper. In paragraph-9 of the said judgment, the Division Bench

observed thus:

9. In the instant case, there was a clause of arbitration in the contract agreement between the parties but the contractor has approached the Court

in writ jurisdiction without initiating and exhausting the arbitration proceeding. Further there is dispute between the parties as regards the supply of

earth from the project site and also as regards the total quantity of work done by the contractor till the time of termination. It is well settled that

such disputed question of fact cannot be decided in a writ proceeding. If the contract was illegally or irregularly terminated the contractor could

have approached either civil Court or the Arbitrator for compensation or damages, if any.

15. In National Highway Authority of India Vs. Ganga Enterprises and Another, AIR 2003 SC 3823 : (2003) 3 BC 621 : (2003) 117 CompCas

154 : (2004) 1 CTLJ 24 : (2003) 1 JT 85 Supp : (2003) 135 PLR 721 : (2003) 7 SCALE 171 : (2003) 7 SCC 410 : (2003) 3 SCR 114 Supp :

(2003) 2 UJ 1468 : (2003) AIRSCW 4381 : (2003) 6 Supreme 527 , also dealing with the nature of the scope of judicial review in respect of

contractual dispute, the Apex Court held that the question of maintainability of the writ petition ought to have been decided first and also held that

dispute relating to contract cannot be agitated under Article 226 of the Constitution. In paragraph-6 of the judgment, it was held thus:

6. The Respondent then filed a Writ Petition in the High Court, for refund of the amount. On the pleadings before it, the High Court raised two

questions viz. (a) whether the forfeiture of security deposit is without authority of law and without any binding contract between the parties and also

contrary to Section 5 of the Contract Act and (b) whether the writ petition is maintainable in a claim arising out of a breach of contract. Question

(b) should have been first answered as it would go to the root of the matter. The High Court instead considered question (a) and then chose not to

answer question (b). In our view, the answer to question (b) is clear. It is settled law that disputes relating to contracts cannot be agitated under

Article 226 of the Constitution of India. It has been so held in the cases of Kerala State Electricity Board and Another Vs. Kurien E. Kalathil and

Others, AIR 2000 SC 2573 : (2000) 8 JT 167 : (2000) 5 SCALE 202 : (2000) 6 SCC 293 : (2000) 1 SCR 581 Supp : (2000) AIRSCW 2647

: (2000) 5 Supreme 158 , State of U.P. and others Vs. Bridge and Roof Co. (India) Ltd., (1996) 6 AD 621 : AIR 1996 SC 3515 : (1996) 7 JT

395 : (1996) 6 SCALE 168 : (1996) 6 SCC 22 : (1996) 4 SCR 762 Supp : (1997) 104 STC 78 and Bareilly Development Authority and

Another Vs. Ajay Pal Singh and Others, AIR 1989 SC 1076 : (1989) 1 JT 368 : (1989) 1 SCALE 439 : (1989) 2 SCC 116 : (1989) 1 SCR

743 : (1989) 1 UJ 523 . This is settled law. The dispute in this case was regarding the terms of offer. They were thus contractual disputes in

respect of which a Writ Court was not the proper forum. Mr. Dave however relied upon the cases of Verigamto Naveen Vs. Government of

Andhra Pradesh and Others, (2001) 8 AD 672 : AIR 2001 SC 3609 : (2001) 8 JT 29 : (2001) 6 SCALE 363 : (2001) 8 SCC 344 : (2001)

AIRSCW 3701 : (2001) 7 Supreme 170 and Harminder Singh Arora Vs. Union of India (UOI) and Others, AIR 1986 SC 1527 : (1986) 1

SCALE 1242 : (1986) 3 SCC 247 : (1986) 3 SCR 63 : (1986) 2 UJ 159 . These however are cases where the Writ Court was enforcing a

statutory right or duty. These cases do not lay down that a Writ Court can interfere in a matter of contract only. Thus on the ground of

maintainability the Petition should have been dismissed.

16. In Bareilly Development Authority and Another Vs. Ajay Pal Singh and Others, AIR 1989 SC 1076 : (1989) 1 JT 368 : (1989) 1 SCALE

439 : (1989) 2 SCC 116 : (1989) 1 SCR 743 : (1989) 1 UJ 523 , the Apex Court observed that there are catena of decisions, in which the Apex

has discouraged the use of Article 226 for resolution of the issue arising from contract between the State on one side and the private individual on

the other and particularly when such contracts are non-statutory contract having no public law element in them.

17. The principles of law which emerges from all the above decisions is that where the State is one of the party to the contract, which is non-

statutory in nature and further where there is no public law element involved there would be no question of issuance of any writ or order under

Article 226 so as to compel the State to remedy alleging breach of contract pure and simple. It was held by the Apex Court that when State

and/or "other authority" within the meaning of Article 12 enter into ordinary contract with private persons, parties are governed by the terms of the

contract and the aggrieved party is not entitled to seek remedy under Article 226 for breach of contract. Setting aside the judgment of the High

Court, it was held thus:

22. There is a line of decisions where the contract entered into between the State and the persons aggrieved is non-statutory and purely

contractual and the rights are governed only by the terms of the contract, no writ or order can be issued under Article 226 of the Constitution of

India so as to compel the authorities to remedy a breach of contract pure and simple.

23. In view of the authoritative judicial pronouncements of this Court in the series of cases dealing with the scope of interference of a High Court

while exercising its writ jurisdiction under Article 226 of the Constitution of India in cases of non-statutory concluded contracts like the one in

hand, we are constrained to hold that the High Court in the present case has gone wrong in its finding that there is arbitrariness and

unreasonableness on the part of the appellants herein in increasing the cost of the houses/flats and the rate of monthly instalments and giving

directions in the writ petitions as prayed for.

18. In ABL International Ltd. and Another Vs. Export Credit Guarantee Corporation of India Ltd. and Others, (2004) 118 CompCas 213 :

(2004) 1 CTLJ 1 : (2003) 10 JT 300 : (2003) 10 SCALE 81 : (2004) 3 SCC 553 , the Apex Court considering the issue as to whether a writ

petition under Article 226 of the Constitution is maintainable to enforce a contractual obligation of the State or its instrumentality, by an aggrieved

party, referring to its earlier decisions, held that when an authority has perform a public function for public duty, if there is a failure, a writ petition is

maintainable. In the instant case, the dispute between the parties does not involve any public function or a public duty. In paragraph-27 and 28 of

the judgment, it was observed thus:

27. From the above discussion of ours, following legal principles emerge as to the maintainability of a writ petition:--

(a) In an appropriate case, a writ petition as against a State or an instrumentality of a State arising out of a contractual obligation is maintainable.

(b) Merely because some disputed questions of facts arise for consideration, same cannot be a ground to refuse to entertain a writ petition in all

cases as a matter of rule.

(c) A writ petition involving a consequential relief of monetary claim is also maintainable.

28. However, while entertaining an objection as to the maintainability of a writ petition under Article 226 of the Constitution of India, the court

should bear in mind the fact that the power to issue prerogative writs under Article 226 of the Constitution is plenary in nature and is not limited by

any other provisions of the Constitution. The High Court having regard to the facts of the case, has a discretion to entertain or not to entertain a

writ petition. The Court has imposed upon itself certain restrictions in the exercise of this power [See: Whirlpool Corporation Vs. Registrar of

Trade Marks, Mumbai and Others, AIR 1999 SC 22 : (1998) 7 JT 243 : (1998) 5 SCALE 655 : (1998) 8 SCC 1 : (1998) 2 SCR 359 Supp :

(1998) AIRSCW 3345 : (1998) 8 Supreme 176 . And this plenary right of the High Court to issue a prerogative writ will not normally be

exercised by the Court to the exclusion of other available remedies unless such action of the State or its instrumentality is arbitrary and

unreasonable so as to violate the constitutional mandate of Article 14 or for other valid and legitimate reasons, for which the court thinks it

necessary to exercise the said jurisdiction.

19. The jurisdiction under Article 226 is plenary in nature, but the Court itself imposes upon certain restrictions and the jurisdiction would not

normally exercised to the exclusion of other available remedies. While it is true that a writ petition is not absolutely barred in the matter of non-

statutory contract with the State, but factual situation has to be tested to see as to whether the writ petition should be entertained at all as there is a

lot of difference between the two concepts of tenability of the petition and the propriety to entertain the same. There is also difference in a contract

between private party and contract to which State is a party. In the sense that while in the former only personal interest are involved but in the later,

the State must act for public good while exercising its power and discharging its duties.

20. I have gone through the entire records produced by the learned counsel representing the respondent Corporation. On perusal of the said

records it appears that a conscious decision was taken to terminate the agreement, consequent upon the decision taken to set-up and implant office

of M/s. Balmer Lawrie in the office premises of Assam Asset, Nazira, towards providing the services of air ticketing through SBT to the

employees of Assam Asset. The ONGC have also developed an online Sale Booking Tour (SBT), a coherent and integrated Travel Booking

System developed in association with M/s. Balmer Lawrie & Co. Ltd. and has rolled out on PAN India basis. Reservation of air tickets has been

made easy and simple through Webice Portal which also enables to get the cheapest base air fare available and provides for immediate updation of

ticket details in the system to enable processing the expenses claimed immediately after completion of the trip.

21. As noted above, the ONGC authority has also decided to do away with the credit system. However, as submitted by Mr. G.N. Sahewalla,

learned senior counsel representing the respondent Corporation, the employees will be free to purchase ticket from the petitioner.

22. For all the aforesaid reasons I am not inclined to interfere with the Annexure-9 impugned notice. However, if the petitioner is still aggrieved by

the decision contained in the said notice, it will be free to pursue such remedy as may be available in law.

23. There shall be no order as to costs.