(2013) 07 AP CK 0057

Andhra Pradesh High Court

Case No: Writ Petition No''s. 11507 of 2001 and 6553 of 2006 and WVMP No. 1775 of 2001

Power Grid Corporation of India Limited		APPELLANT
	Vs	
The 17 Workers M/s. Power Grid Corporation of India Vs S.K. Nagulmira and The Industrial Tribunal-cum-Labour Court The 17 Workers Vs Power Grid Corporation of India Limited		RESPONDENT

Date of Decision: July 16, 2013

Citation: (2013) 6 ALD 287 : (2014) 1 ALT 97 : (2014) 140 FLR 93

Hon'ble Judges: B. Chandra Kumar, J

Bench: Single Bench

Advocate: R. Raghunandan, for the Appellant; A.V.L.S. Prakash for Respondent No. 1, None Appeared for Respondent No. 2 and G.P. for Labour for Respondent No. 3 in Writ Petition No. 11507 of 2001, Sri A.V.L.S. Prakash for Respondent No. 1 and G.P. for Labour for Respondent No. 2 in Writ Petition Nos. 6553, 7108 and 7109 of 2006, for the Respondent

Final Decision: Dismissed

Judgement

@JUDGMENTTAG-ORDER

B. Chandra Kumar, J.
Since the issues involved in all these four writ petitions are one and the same, they are being disposed of by this common order. W.P. Nos. 11507 of 2001, 6553 of 2006, 7108 of 2006 and 7109 of 2006 have been filed challenging the orders dated 26.02.2001, 13.09.2005, 13.09.2005 and 13.09.2005 respectively, passed in I.D. Nos. 8 of 1997, 96 of 2002, 97 of 2002 and 98 of 2002 respectively, by the Industrial Tribunal - cum - Labour Court, Warangal (hereinafter referred to as ''the Tribunal'').

2. In W.P. No. 11507 of 2001, The Power Grid Corporation of India Limited, Khammam - 400 KV Sub Station, Budidampadu, Khammam, represented by its Manager, Khammam, is the petitioner and 17 workers represented by the President, Khammam District Security Personnel Union, Yellandu is the first respondent, M/s. Private Eye Security Services, Secunderabad is the second respondent and the Tribunal is the third respondent. In the other three writ petitions, M/s. Power Grid Corporation of India, Khamma represented by its Executive Director, Secunderabad is the petitioner and the workers and the Tribunal are the respondents.

3. For the sake of convenience, the parties will be hereinafter referred to as per their array before the Tribunal in I.D. No. 8 of 1997 and the facts, as narrated in W.P. No. 11507 of 2001 will be referred.

4. The brief facts of the case are that the workmen were appointed as Security Guards in the first respondent Corporation in the year 1990 orally and since then, they worked continuously till their services were orally terminated on 01.12.1995. Their further case is that their termination is in violation of Section 25(f), 25(g) and 25(h) of the Industrial Disputes Act, 1947 (hereinafter referred to as ''the I.D. Act). They were neither issued any notice nor paid any retrenchment compensation at the time of their termination. It is also their case that they have no knowledge about the agreement entered into between the first respondent corporation and the second respondent. It is also their case that they could not secure any alternative employment since the date of their termination.

5. The specific case of the first respondent corporation is that the first respondent is a Government of India undertaking and it entered into an agreement with the second respondent to provide security services to the first respondent corporation from 01.12.1994 to 30.11.1995 on contract basis and the contract period expired on 30.11.1995 and that there is no employer-employee relationship between the first respondent corporation and the petitioners (workmen). Then the 17 workers of the petitioner Union filed P.W. No. 12 of 1995 before the authority under Payment of Wages Act, i.e., the Assistant Commissioner of Labour, Khammam, claiming arrears of wages and in the said petition, showing the second respondent - M/s. Private Eye Security Services as their employer. Then, the authority under Payment of Wages Act recognised the relationship between the petitioners and the second respondent security services as employees - employer and directed for payment of arrears by the second respondent -security services only.

6. The second respondent also filed a counter taking the same stand as taken by the first respondent.

7. On behalf of the workmen, W.W. 1 and W.W. 2 were examined and Exs. M.1 to 75 were marked. On behalf of the Management, M.Ws. 1 and 2 were marked and no documentary evidence has been adduced.

8. The Tribunal, on appreciation of oral and documentary evidence available on record, came to the conclusion that the second respondent engaged the workmen and deputed them as contract labour to work in the unit of the first respondent Corporation as security guards and their services were discontinued with effect from 1-12-1995. The Tribunal also came to the conclusion that the nature of work done by the workmen is of perennial in nature and the first respondent corporation cannot engage the workmen through contractor when the work is perennial in nature. The Tribunal also came to a conclusion that the first respondent corporation failed to obtain Certificate of Registration, as required u/s 12(1) of the Contract Labour (Regulation and Abolition) Act, 1970 (''The Contract Labour Act'', for brevity) and that the licence of the second respondent security services was obtained on 30.12.1994 and that there was no valid licence to the second respondent security services as on 1-12-1994, i.e., from the date which the workmen were engaged to work as security guards. The Tribunal further held that the workmen worked continuously without any break from 1-12-1994 to 30-11-1995 i.e., for more than 240 days in 12 calendar months preceding the date of discontinuation and that no notice was issued to them and no retrenchment compensation was paid to them and therefore, the termination is in violation of Section 25F of the I.D. Act.

9. With the above observations, the Tribunal allowed the I.Ds filed by the petitioner Union answering the reference in favour of the workmen, directing the first respondent corporation to reinstate the workmen into service as security guards with continuity of service from 1-12-1994, but without any back wages from 1-12-1995. Challenging the said awards, these writ petitions have been filed by the first respondent Corporation.

10. Heard the learned counsel on either side and perused the material available on record.

11. Learned counsel for the first respondent corporation raised three objections. His first contention is that as far as the first respondent Corporation is concerned, the Central Government is the appropriate Government and the Central Government has not issued any notification prohibiting the engagement of contract labour u/s 10(1) of the Contract Labour Act and since there is no notification prohibiting the engagement of contract labour by the Central Government, the first respondent Corporation had every right to engage the contract labour. His next submission is that it is for the appropriate Government to refer any dispute arising between the workmen and the industry to the Labour Court and in this case, as far as the first respondent corporation is concerned, the Central Government is the appropriate Government and since the State Government has referred the dispute to the Labour Court, the very reference itself is bad and, therefore, the Labour Court lacks jurisdiction and in view of the same, the award passed by the labour Court is liable to be set aside.

12. His next submission is that the second respondent contended that it obtained valid licence from the competent authority to engage contract labour for security services for a period of one year from 16-12-1994 to 15-12-1995 and that the Tribunal erred in holding that they are deemed to have been engaged by the first respondent corporation directly.

13. In support of his contentions, learned counsel had relied on the judgment of the Delhi High Court in the case between Management of Power Grid Corporation of India Ltd. Vs. The Presiding Officer and Others, passed in W.P.(C) No. 3070 of 2002 dated 21-11-2006, which has been confirmed by the Division Bench of Delhi High Court in L.P.A. No. 2342 of 2006. Learned counsel had also relied on a judgment of the Apex Court in the case between Steel Authority of India Ltd. and Others etc. etc. Vs. National Union Water Front Workers and Others etc. etc.,

14. On the other hand, learned counsel for the workmen had also relied on certain judgments, which will be referred to in the later paras, in support of his contention that where the work is perennial in nature, the employer is not authorized to engage workmen through contractors. Learned counsel had also furnished a copy of notification issued by Central Government vide No. S.0.556(E), dated 03.07.1998 to show that the powers exercisable by the Central Government under I.D. Act, to be exercisable by State Governments and basing on that, it is his submission that reference of dispute by the State Government to the Labour Court u/s 10(1) of the I.D. Act is not applicable to this case. It is also his submission that the Tribunal, on facts, came to the conclusion that the work being done by the workmen is perennial in nature and such finding cannot be disturbed in writ petition.

15. I have considered the above rival contentions. The points that arise for consideration in these writ petitions are (1) whether the reference made by the State Government to the Labour Court u/s 10(1) of the Industrial Disputes Act is bad; (2) whether the first respondent Corporation is deemed to have engaged the petitioners/workmen.

Point No. 1:--

16. The High Court of Delhi, in Management of Power Grid Corporation of India Ltd.''s case (1 supra), had also referred to Steel Authority of India Ltd.''s case (2 supra), wherein, it was held as follows:--

Before 28.01.1986, the determination of the question whether the Central Government or the State Government is the appropriate Government in relaxation to an establishment, will depend, in view of the definition of the expression "appropriate government" as stood in the CLRA Act, on the answer to a further question, is the industry under consideration carried on by or under the authority of the Central Government or does it pertain to any specified controlled industry, or the establishment of any railway, cantonment board, major port, mine or oilfield or the establishment of banking or insurance company? If the answer is in the

affirmative, the Central Government will be the appropriate Government; otherwise, in relation to any other establishment, the government of the State in which the establishment was situated, would be the appropriate government.

17. In the instant case, since it is not in dispute that the first respondent Corporation has been carrying on business under the authority of the Central Government, the Central Government is the appropriate Government and, therefore, there cannot be any doubt to say that appropriate Government is the Central Government in respect of the first respondent Corporation. There is nothing on record to say that the Central Government issued any notification prohibiting engagement of security men through contractors in the first respondent corporation. Therefore, it is clear that the first respondent corporation was authorized to engage the workmen on contract basis.

18. Now it has to be seen whether the reference by the State Government is unauthorised. Learned counsel for the workmen filed a Memo in Notification No. SO.556(E) dated 03.07.1998, which reads as under:--

The Central Government hereby directs that all the powers exercisable by it under that Act and the rules made thereunder shall in relation to all the Central Public Sector Undertakings and their subsidiaries, Corporations and Autonomous Bodies specified in schedule annexed to this notification be exercisable also by the State Governments subject to the condition that the Central Government shall exercise all the powers under the said Act and Rules made thereunder as and when is considers necessary to do so.

19. In the schedule annexed to the above notification, the name of the first respondent corporation is figured at serial No. 103 (Power Grid Corporation of India Limited, New Delhi). Thus, in view of the above notification, it is clear that all the powers exercisable by the Central Government under the I.D. Act, may also be exercised by the concerned State Government also.

20. In view of the above clear notification, it cannot be said that the State Government have no power to refer the dispute relating to the first respondent corporation to the Labour Court. Moreover, it appears that when the dispute was raised by the workmen, during the conciliation proceedings or before the Tribunal, the first respondent corporation has not raised any dispute with regard to the power of State Government to refer the dispute relating to the first respondent Corporation to the Labour Court. The only point raised by the first respondent corporation before the authority under Payment of Wages Act was that the first respondent corporation engaged the workmen through security services and there is no employer-employee relationship between them.

Point No. 2:--

21. Now it has to be seen whether the second respondent obtained necessary licence and whether the engagement of contract workers by the first respondent corporation is in accordance with the provisions of the Contract Labour Act and the rules made thereunder.

22. Section 12(1) of the Contract Labour (Regulation and Abolition) Act, 1970, reads as follows:--

Section 12 - Licensing of Contractors:--

(1) With effect from such date as the appropriate government may, by notification in the Official Gazette, appoint no contractor to whom this Act applies, shall undertake or execute any work through contract labour except under and in accordance with a licence issued in that behalf by the licensing officer.

Section 7 of the said Act reads as follows:--

Section 7 - Registration of certain establishments:--

(1) Every principal employer of an establishment to which this Act applies shall, within such period as the appropriate government may, by notification in the Official Gazette, fix in this behalf with respect to establishment generally or with respect to any class of them, make an application to the registering officer in the prescribed manner for registration of the establishment:

Provided that the registering officer may entertain any such application for registration after expiry of the period fixed in this behalf, if the registering officer is satisfied that the applicant was prevented by sufficient cause from making the application in time.

(2) If the application for registration is complete in all respects, the registering officer shall register the establishment and issue to the principal employer of the establishment a certificate of registration containing such particulars as may be prescribed.

Section 9 of the said Act reads as under:--

Section 9:--Effect of Non-registration:--

No principal employer of an establishment, to which this Act applies, shall--

(a) in the case of an establishment required to be registered u/s 7, but which has not been registered within the time fixed for the purpose under that section;

(b) in the case of an establishment the registration in respect of which has been revoked u/s 8,

employ contract labour in the establishment after the expiry of the period referred to in clause (a) or after the revocation of registration referred to in clause (b), as the case may be.

23. The above provisions made it clear that the principal employer cannot employ contract labour in the absence of registration u/s 7 of the Contract Labour Act. The above referred section 12 envisages that no contractor, to whom this Act applies, shall undertake through contract labour except under and in accordance with a licence issued by the licensing Officer. Thus, both the employer and contractor have to obtain necessary licence. In the instant case, admittedly, neither the first respondent corporation nor the second respondent security services have applied for licence to the Government in order to obtain licence from the Central Government. It is not in dispute that the second respondent security services had obtained licence with effect from 30-12-1994. Admittedly, the workmen have been engaged even before that date. Therefore, as on the date of engagement of the workmen by the second respondent security services, it had no licence. Therefore, even if it is held that the first respondent corporation was empowered to engage the workers through the contractors, unless it is shown that both respondents 1 and 2 have followed the above referred provisions of the Contract Labour Act and the Rules made there under, the engagement of the workmen through the contractor cannot be said to be as per the procedure prescribed under the rules. The Tribunal has considered this aspect in detail, referring to the orders passed in Ex. M. 49 passed by the Assistant Commissioner of Labour, Khammam under Payment of Wages Act. The Tribunal found that the contractor, i.e., the second: respondent was added during the pendency of the proceedings on the memo filed by the petitioners and the said order is only to fix liability under the provisions of Payment of Wages Act.

24. Admittedly, the first respondent corporation had not obtained any license from the Central Government to engage the workmen through the contractors. Admittedly, the contractor also had not obtained any license from the Central Government. Though the first respondent corporation obtained license to engage contract workers from the State Government, it is only for engaging the contract workers in the construction work and not for engaging as security personnel. Admittedly, the contractor was also not having required license as on the date it entered into agreement with the first respondent corporation or when it had initially engaged the workers. Therefore, the initial engagement of contract workers without license is illegal. Since the initial appointment is illegal, the same cannot be cured merely because the contractor had subsequently obtained license. When the first respondent corporation is saying that the appropriate Government is the Central Government, admittedly, the first respondent corporation and the contractor had not obtained any license from the Central Government. Without obtaining any license either from the Central Government or from the State Government, engagement of contract workers by the first respondent corporation appears to be illegal. Therefore, the workmen have to be treated as workers of the first respondent corporation. The findings of the Tribunal on this aspect appear to be just and reasonable and require no interference.

25. In a similar circumstance, a Division Bench of High Court of Gujarat, in the case between Food Corporation of India Workers'' Union Vs. Food Corporation of India and others Judgment dated 05.12.1989 passed in Spl. Civil Appln. No. 4567 of 1987 held as follows:--

Under the Act the principal employer is required to obtain a Certificate of Registration issued by the appropriate Government and the contractor is to obtain licence under the provisions of the Act. The workmen can be employed as contract labour only through licensed contractor. Unless both the aforesaid conditions are complied with, the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 would not be attracted. Both these conditions are required to be fulfilled if one wishes to avail of the provisions of the Act. Even if one of the conditions is not complied with, the provisions of the aforesaid Act would not be attracted. Therefore, in a situation wherein either of these two conditions is not satisfied, the position would be that a workman employed by an intermediary would be deemed to have been employed by the principal employer.

26. The Apex Court also, in the case between Secretary, Haryana State Electricity Board Vs. Suresh and others 1992 (2) SLR 1, observed as follows:--

When contract workers carry out work of perennial nature, contract labour system gets abolished.

Once the Board was not a principal employer and the so called contractor was not a licensed contractor under the Act, the inevitable conclusion was that the so called contract system was a camouflage, smoke and a screen and disguised in almost a transparent veil which could easily be pierced and the real relationship between the Board and the respondent employees could be clearly visualised.

27. The main contention of the learned counsel for the first respondent corporation is that no notification was issued u/s 10(1) of the Contract Labour Act and in the absence of any notification, the first respondent corporation had every right to engage the workmen through a contractor.

28. Section 10 of the Contract Labour Act reads as follows:

(1) Notwithstanding anything contained in this Act, the appropriate Government may, after consultation with the Central Board or, as the case may be, a State Board, prohibit, by notification in the Official Gazette, employment of contract labour in any process, operation or other work in any establishment.

(2) Before issuing any notification under sub-section (1) in relation to an establishment, the appropriate Government shall have regard to the conditions of; work and benefits provided for the contract labour in that establishment and other relevant factors, such as--

(a) whether the process, operation or other work is incidental to, or necessary for the industry, trade, business, manufacture or occupation that is carried on in the establishment;

(b) whether it is of perennial nature, that is to say, it is of sufficient duration having regard to the nature of industry, trade, business, manufacture or occupation carried on in that establishment;

(c) whether it is done ordinarily through regular workmen in that establishment or an establishment similar thereto;

(d) whether it is sufficient to employ considerable number of whole-time workmen.

Explanation:-- If a question arises whether any process or operation or other work is of perennial nature, the decision of the appropriate Government thereon shall be final.

36. As far as A.P. State amendment is concerned, Section 10 of the A.P. State Amendment Act reads as follows:

(1) Notwithstanding anything contained in this Act, employment of Contract Labour in Core Activities of any establishment is prohibited:

Provided that the Principal employer may engage Contract Labour or a Conductor to any core activity, if--

(a) The normal functioning of the establishments is such that the activity is ordinarily done through Contractors, or

(b) The activities are such that they do not require full time workers for the major portion of the working hours in a day or for longer periods as the case may be

(c) Any sudden increase of volume of work in the core-activity which needs to be accomplished in a specified time

(1) Designated Authority:--

a. The ''Appropriate Government'' may by notification in the official gazette appoint a designated authority to advise them on the question whether any activity of a given establishment is a core activity or otherwise;

b. If a question arises as to whether any activity of an establishment is a core activity or otherwise, the aggrieved party may make an application in such a form and manner as may be prescribed, to the appropriate Government for decision;

c. The appropriate Government may refer any question by itself or such application made to them by any aggrieved party as prescribed in clause(b), as the case may be, to the designated authority, which on the basis of relevant material in its possession, or after making such an enquiry as deemed fit shall forward the report to the appropriate Government, within a prescribed period and thereafter the

appropriate Government shall decide the question within the prescribed period.

29. Moreover, there was a specific finding given by the Tribunal, particularly, on the admissions seems to have made by the management witnesses that the nature of work being done by the workmen (petitioners) is of perennial in nature and the very engagement of a contractor to get the work done is illegal. Therefore, the findings of the Labour Court appears to be in consonance with Section 10(2)(b) of the Contract Labour Act. However, the nature of work being done by the workmen assumes importance. The workmen were engaged as security guards. There cannot be doubt to say that the security guards have to be engaged throughout the year, i.e., continuously for 12 months and, therefore, the work cannot be said to be a seasonal work or a casual work. When the workmen have to be continuously engaged and the work is regular for years together, the work is clearly perennial in nature and the employer is not empowered to engage workers through the contractors.

30. When a similar question came up before this Court in the case between Pola Satyanarayana and others Vs. Secretary, Govt. of India, Ministry of Labour, New Delhi and others, this Court observed as follows:--

When once it is held that the respondent cannot engage the services of the contract labour for getting the works of perennial nature done, the very engagement of a contractor to get the works done is illegal and when once the intermediary contract vanishes, there exists a direct relationship of master and the workman between the employee and the corporation.

31. For the same preposition, the Apex Court, in the case between Air India Statutory Corporation, etc. Vs. United Labour Union and others [overruled], observed as follows:--

Preamble of the Constitution, as its integral part, is designed to realise socioeconomic justice to all people including workmen, harmoniously blending the details enumerated in the Fundamental Rights and the Directive Principles. It seeks to achieve a public purpose, i.e., regulated conditions of contract labour and to abolish it when it is found to be of perennial nature etc.

The moment the contract labour system stands prohibited u/s 10(1), the embargo to continue as a contract labour is put an end to and direct relationship has been provided between the workmen and the principal employer. Thereby, the principal employer directly becomes responsible for taking the services of the workmen hitherto regulated through the contractor. The object of the penal provisions was to prevent the prohibition of the employer to commit breach of the provisions of the Act and to put an end to exploitation of the labour and to deter him from acting in violation of the constitutional right of the workmen to attain decent standard of life, living, wages, right to health etc.

When the appropriate Government finds that the employment is of perennial nature etc. contract system stand abolished, thereby, it intended that if the workmen were performing the duties of the post which were found to be of perennial nature on par with regular service, they also require to be regularised. The Act did not intend to denude them of their source of livelihood and means of development, throwing them out from employment.

The Act is socio-economic welfare legislation. Right to socio-economic justice and empowerment are constitutional rights. Right to means of livelihood is also constitutional right. Right to facilities and opportunities are only part of and means to right to development. Without employment or appointment, the workmen will be denuded of their means of livelihood and resultant right to life, leaving them in the lurch since prior to abolition, they had the work and thereby earned livelihood.

Though there is no express provision in the Act for absorption of the employees whose contract labour system stood abolished by publication of the notification u/s 10(1) of the Act, in a proper case, the Court as sentinel in the qui vive is required to direct the appropriate authority to act in accordance with law and submit a report to the Court and based thereon proper relief should be granted. The founding fathers placed no limitation or fetters on the power of the High Court under Article 226 of the Constitution except self-imposed limitations. The arm of the Court is long enough to reach injustice wherever it is found. The Court as sentinel in the qui vive is to mete out justice in given facts. On finding that either the workmen were engaged in violation of the provisions of the Act or were continued as contract labour, despite prohibition of the contract labour u/s 10(1), the High Court has, by judicial review as the basic structure, constitutional duty to enforce the law by appropriate directions. The right to judicial review is now a basic structure of the Constitution by catena of decisions of this Court starting from Smt. Indira Nehru Gandhi Vs. Shri Raj Narain and Another, and Bommai''s case. It would, therefore, be necessary that instead of leaving the workmen in the lurch,'' the Court would properly mould the relief and grant the same in accordance with law.
Engagement of contract labour has been found to be unjustified by a catena of decisions of this Court. When the work is of perennial nature and instead, of engaging regular workmen, the system of contract labour is resorted to, it would only be for fulfilling the basic purpose of securing monetary advantage to the principal employer by reducing expenditure on work fords. It would obviously be an unfair labour practice and is also an economically short-sighted and unsound policy, both from the point of view of the undertaking concerned and die country as a whole. Such a system was tried to be put to end by die legislature by enacting the Act but when it found that there are certain activities of establishment where the work is not of perennial nature then the contract labour may not be abolished but still it would be required to be regulated so that the lot of the workmen is not rendered miserable. The real scope and ambit of the Act is to abolish contract

labour system as far as possible from every establishment. Consequently, on abolition which is the ultimate goal, the erstwhile regulated contract labour cannot be thrown out of establishment as tried to be submitted on behalf of the management taking resort to the express language of Section 10 of the Act.

32. For the same preposition, this Court, in the case between M.Anasuya and others Vs. Neuclear Fuel Complex, Hyd. and others, , observed as follows:--

When once the action of the respondents in engaging the contract labour for the work of perennial in nature is declared as illegal, intermediary contract vanishes and there exists a direct relationship of the master and workmen between the petitioners and the respondent unit.

33. Learned counsel for the management had relied on the judgment of High Court of Delhi in the case between Workmen of Power Grid Corporation Vs. Power Grid Corporation of India Ltd., Decided on 16.01.2009 in LPA 2342 of 2006 by Delhi High Court. In that case, the workman raised an industrial dispute alleging that the work being done by them was perennial in nature and the contract entered between the corporation and the contractor was a camouflage and that they were entitled for regularisation. The learned Single Judge of Delhi High Court opined that the Government of NCT of Delhi was not the appropriate Government and therefore, the reference was without jurisdiction. It was further held that in any event, it was not a fit case for grant of regularisation. On appeal, a Division Bench of Delhi High Court has gone through the conditions of the contract entered into between the corporation and the contractor and came to the conclusion that the Tribunal misconstrued the two terms appearing in the contract, namely, "but not be limited" and "any other duty as may be assigned from time to time" and, therefore, held that those terms are used only as a precautionary word while enumerating the different duties. Thus, in view of the specific terms of the contract, it was held that the contract in question was not sham and camouflage. Since the said judgment was based on specific terms and conditions of contract between the parties, it is not applicable to the facts of the present case. Learned counsel for the workman is right in attacking this judgment by contending that the main question whether the work being done by the workers was of perennial nature or not was not discussed in that case.

34. In view of the above discussion and for the foregoing reasons, I do not see any reason to allow these writ petitions. All the four writ petitions are de void of merit and are, accordingly, dismissed. As a sequel, miscellaneous petitions, if any, pending in all these writ petitions shall stand closed.