(2000) 02 AP CK 0033

Andhra Pradesh High Court

Case No: Writ Petition No. 26280 of 1999

Bina Puri Holdings Bhd, Vijayawada and another		APPELLANT
	Vs	
Government of A.P. and others		RESPONDENT

Date of Decision: Feb. 28, 2000

Acts Referred:

- Constitution of India, 1950 - Article 226

Citation: (2000) 3 ALD 1 : (2000) 2 ALT 190

Hon'ble Judges: Bilal Nazki, J

Bench: Single Bench

Advocate: Mr. P. Vasudeva Reddy, for the Appellant; Government Pleader, for Roads and Buildings, Mr. Krishna Reddy and Mr. P. Venugopal, for the Respondent

Judgement

1. This writ petition has been filed on behalf of two petitioners. The affidavit in support of the writ petition has been sworn by one Sri S. Vaikuntanathan who is General Manager (Finance and Accounts) in the second petitioner-company. He has filed the affidavit on behalf of both the petitioners and he claims that he is authorised to do so.

2. The second respondent issued a notification on 29th July, 1999 inviting prospective bidders to submit the data for the purpose of determining eligibility to participate in tendering process. The first petitioner has submitted the data and he was informed that he is eligible to participate. The bids covered the contract packages of Phase-III of Andhra Pradesh State Highways Projects viz., APSH-8, APSH-9, APSH-10, APSH-11 and APSH-12. He was also informed by a communication that the bidder selected would be entitled to one package. It was also informed that the bid for the packages would be based on criteria of lowest cost to the Government of Andhra Pradesh. The first petitioner, thereafter submitted his tender for all packages except APSH-12 and according to him he was the second lowest

bidder in respect of package covered by APSH-10. M/s. Somdutt Builders Limited was the lowest tenderer for the packages covered by APSH-10 and APSH-11. The bid of M/s. Somdutt Builders Limited for APSH-11 was considered and he was recommended for being allotted the work of APSH-11. According to the terms of the tender notice lie could not get the second work i.e.,APSH-10 for which also his bid was lowest. Therefore, M/s. Somdutt Builders Limited was excluded from consideration for allotment of work covered by APSH-10. After excluding him, it is the petitioners case that the first petitioner became the lowest bidder and was entitled to secure the work covered by APSH-10. The petitioners filed this writ petition on a belief that the second respondent had recommended the case of third lowest tenderer i.e., KMC Constructions (P) Ltd.

3. In these set of facts, the petitioners sought a writ from this Court that the work should not be allotted to M/s. KMC Constructions (P) Ltd., as this petitioner No. 1 was the lowest bidder. Therefore, it appears that respondent No,4 i.e., KMC Constructions (P) Ltd., was impleaded as a party by an order of Court dated 23rd December, 1999. On the same day the Court passed the following order:

"Learned Government Pleader for Transport takes notice on behalf of respondents 1 to 3. Issue notice as against the 4th respondent. The learned Government Pleader requests three weeks time for filing counter.

The respondents are directed not to give effect to the final decision and enter into an agreement with the successful tenderers for a period of six weeks from today. However, the respondents are entitled to process and finalise the tenders."

It has been stated at the Bar that the process of finalising of the tenders has been completed and only formal orders of allotment with respect to the work in favour of respondent No.4 are to be passed and respondent No.4 has been declared a successful tenderer, but the agreements with him could not be executed because of the order of stay passed by this Court.

4. Counter-affidavits have been filed by respondents. In the meantime another application came to be filed by Sri T. Hanumantha Rao for being impleaded as a party respondent. He was impleaded as respondent No.5 and was also heard in the matter. During the pendency of these proceedings, some additional affidavits and counter-affidavits have been filed, they have also been taken on record. Since the pleadings were complete, the matter was heard in detail and therefore this writ petition is being decided by this order finally.

5. The contention of the petitioners is that, petitioner No.1 was the lowest tenderer and was also eligible therefore the work should have been allotted to him. He submits that the respondent No.4 had quoted a price higher than the price quoted by the petitioner No.1, therefore the respondents were not right in allotting the work to respondent No.4. The points of contention which need to be decided by this Court and which have been argued at the Bar may be summarised as follows :

(1) that the petitioner No.1 was the lowest tenderer, therefore the work should have been allotted to him;

(2) that the petitioner No.l could not be treated as a non-domestic company and his bid could not be increased by 7.5% over the quoted rates;

(3) that the respondent No.4 was not eligible as he had incurred ineligibility on account of not disclosing the material facts with respect to his liabilities on the date of filing of the tender; and

(4) that the respondent No.4 had given a lumpsum offer with respect to the discount whereas it is settled principle that discount should be offered in percentages.

Now, let me approach the points raised at the Bar one by one in the light of the arguments made by the learned Counsel for the parties.

6. The first and second points are taken together. The contention of the petitioners is that, petitioner No. 1 had quoted a price of Rs.128,84,42,061 whereas respondent No.1 had quoted a price of Rs.162,90,00,000 and after giving the discount of Rs.33,21,00,000 the net price quoted by respondent No.4 would be Rs.129,69,00,000, there is a difference of price about one crore rupees between the price quoted by the petitioner and the price quoted by respondent No.4, as such the petitioner only was entitled to get the contract and not the respondent No.4. On the other hand the learned Counsel for respondents submit that, in terms of clause 8 of the tender conditions, preference has to be given to the domestic concerns and non-domestic company''s price has to be increased by 7.5% margin. They rely on clause 8 of tender conditions. Clause 8, 8.1 and 8.2 read as follows :

"8. Domestic preference :

8.1 A 7.5 per cent margin of preference for domestic bidders will apply in bid evaluation. At the time of inviting bids, pre-qualified bidders will be advised if they will, individually or as a joint venture, qualify for the domestic preference.

8.2 To qualify for the preference, individual firms must:

(a) be registered in India;

(b) have majority ownership by Nationals of India; and

(c) not subcontract more than 50 per cent of the value of the contract to foreign contractors."

In the light of clause 8, the learned Counsel for respondents state that, when the price quoted by the petitioner No. 1 was increased by 7.5% it exceeded the amount quoted by respondent No.4 and by this process the petitioner became fifth lowest. However, the learned Counsel for the petitioner submits that under clause 8.2 the petitioner is a domestic company for the purpose of the tender. He submits that, to qualify as a domestic company the company must be registered in India and should

have majority ownership by nationals of India and it should not subcontract more than 50% of the value of the contract to foreign contractors. He submits that the third condition was not applicable at present and it is a condition which can only operate after the contract is allotted, but the petitioner satisfied first and second conditions laid down in clause 8.2. His case is that, although the first petitioner company is a company registered in Malaysia but it is registered with Government of India as a construction company to undertake the construction of roads, bridges, fly overs, power plants etc., vide Government order dated 1st July, 1998. He further submits that the petitioners 1 and 2 initially had a profit sharing ratio as 49% and 51% but this was altered later on into a ratio of 26:74 after approval from Government of India vide Government of India communication dated 1st July, 1998. Therefore, the first petitioner company satisfied conditions (a) and (b) of clause 8.2 of the tender schedule, therefore a hike of 7.5% in the price quoted by the company was illegally, arbitrary and unjustified.

7. In the light of the contention of the petitioners, it is important to examine the communication dated 1st July, 1998 issued by Government of India. This letter is addressed to M/s. Madhucon Bina Puri, Madhucon House, Sai Temple Street, Dwarakapuri Colony, Punjagutta, Hyderabad. It reads as under :

"Subject:--Application for foreign collaboration (SIA Regn. No.FC.I 232, dated 23-4-1998)

Reference :--This Ministry''s approval letter No.FC.II, 232(98)/232/98, dated 26-5-1998.

Dear Sirs,

I am directed to refer to your letter dated 6-6-1998 on the above mentioned subject with reference to this Ministry''s letter referred to above and to convey the approval of the Government to the following amendment:

Amendment to clause 4 of the approval letter to read as under :

Clause 4 :

Foreign Equity Participation : 26% (Twenty six per cent) amounting to Rs. 130.00 lakhs (Rupees one hundred and thirty lakhs) in the paid up capital of Rs.500.00 lakhs in the new joint venture company.

2. All other terms and conditions of the letter referred above shall remain unchanged.

3. Kindly acknowledge the receipt of this letter."

This letter shows that, registration has in fact been given by Government of India on 26th May, 1998 which was also addressed to M/s. Madhucon Bina Puri JV, Madhucon House, Sai Temple Street, Punjagutta, Hyderabad. The letter shows the name and

address of foreign collaborator as M/s. Bina Puri Holdings BHD who is petitioner No.1. The agreement entered into between the parties on the basis of which the Government of India registered M/s. Madhucon Bina Puri has also been placed before the Court. This agreement of joint venture has been entered into by the parties on 12th May, 1997. Clause 2 of the agreement is important which is reproduced below :

"2. The Joint Venture:

2.1 The parties to the joint venture shall be Madhucon and Bina Puri.

2.2 The joint venture hereby formed by the parties shall be called Madhucon-Bina Puri JV or such other name as the parties may decide.

2.3 The joint venture shall have its principal place of business at Madhucon House, Sai Temple Street, Dwarakapuri Colony, Punjagutta, Hyderabad - 500 082, and Administrative Office at D-27, East of Kailash, New Delhi-110 065.

2.4 The parties or their authorised representatives shall execute the contract in the name of the Joint Venture with the Employer and will faithfully perform and observe all the terms and conditions of the contract and this agreement both to each other and to the Employer".

Clause 2.1 states that it will be a joint venture of Madhucon Projects Limited and Bina Puri Holdings BHD. Clause 2.2 states the joint venture formed by the parties shall be called Madhucon Bina Puri JV or such other name as the parties may decide. Going by the terms of the agreement of the parties and by the registration given by Government of India, the joint venture of the petitioner Nos.1 and 2 is the Madhucon Bina Puri JV and Madhucon Bina Puri was not at all a tenderer for the work APSH-10.

8. Detailed arguments were made by the parties as to whether the petitioner No.1 is a domestic concern or a non-domestic concern, but this Court does not feel it necessary to refer to all those arguments in view of the agreement between the petitioners 1 and 2, because as a result of joint venture agreement a third entity has come into being which was known as Madhucon Bina Puri JV and Madhucon Bina Puri JV has not at all been a tenderer, therefore, it cannot be held that petitioner No.1 participated in the tendering process as the joint venture created under the joint venture agreement dated 12th May, 1997. This Court has failed to understand why the petitioner No.2 was made a party in these proceedings. He does not claim any relief and he is not aggrieved of any action of the respondents.

9. Now, the only question which remains to be answered is, whether Bina-Puri Holdings BHD i.e., the first petitioner was a domestic company on its own, or not. On its own showing the petitioner No. 1 is a registered company in Malaysia, it is not a company registered under Company law or any other law in India. It is not even registered by the Government of India as a Joint Venture company. This Court has

its own doubts whether the registration referred to in Rule 8.2 (a) is a registration by the Government of India, or it is registration under the relevant laws, because Government of India''s registration is not under any statutory power or atleast the learned Counsel appearing for the petitioners has not been able to show me any statutory law by which the joint venture of petitioners 1 and 2 was registered by the Government of India. Even if it is taken that the joint venture created by Agreement dated 12th May, 1997 was a joint venture, even then the petitioner No. 1 cannot be taken to be a domestic company because petitioner No. 1 is not at all a creation of the agreement dated 12th May, 1997. For these reasons, I do not think that the petitioner company could be treated as a domestic company. Therefore, increase of 7.5% of price to the price quoted by him in his tender was justified.

10. A feeble attempt has been made by the learned senior Counsel appearing for the petitioners to suggest that the respondents should not discriminate domestic concerns and non-domestic concerns by increasing price by 7.5% but, I do not think it is unreasonable or unfair. The foreign companies as is well known are better equipped than our Indian companies and to encourage the local companies to do the works of a bigger magnitude, the domestic companies need to be given an even ground. This has become more important after the privatisation and after allowing foreign companies to enter into the Indian market. The foreign companies cannot be allowed to grow their business at the cost of local companies. Therefore, this argument also does not hold good.

11. The learned Additional Advocate-General appearing for the official respondents relying on the additional counter-affidavit filed by the Engineer-in-Chief contended that, even if 7.5% increase is not given to the petitioner still his price is higher than the price quoted by respondent No.4, which was disputed by the learned Counsel for the petitioners. His case was that, in terms of clause 29 of the Tender schedule the correction of errors was made and the bid offered by the petitioner was corrected. He makes a special mention of item No. 1.23 where the rate in words was written as "Three hundred thousand" and rate in figures is written as 10,000.00. He submits that there was a discrepancy between the words and figures therefore the amount mentioned in words was taken as the correct rate became higher than the rate quoted by respondent No.4. This is disputed by the learned Counsel appearing for petitioner. He relies on clause 29(b) of the Tender schedule to suggest that the respondents should have not taken the amount mentioned in words into account and they should have taken the amount mentioned in figures into account. He also states that, whatever has been stated in the additional counter affidavit that the price quoted by the petitioner was higher than what was quoted by respondent No.4 is an after thought. Had it been so, the Engineer-in-chief would have been prompt to disclose it in the first counter affidavit he filed before this Court. This controversy need not be gone into in view of the finding of this Court with respect to domicile of the first petitioner company.

12. Considering what has been stated hereinabove, the petitioner No.1 had quoted a price which was obviously higher than the price quoted by respondent No.4, therefore, on this count the petitioner could not get the relief sought for and this Court cannot direct that the work be allotted to the petitioner No 1.

13. Another question which has been raised is, whether the contract could be allotted to respondent No.4, because, according to the petitioners he had incurred disability and stood disqualified because he had suppressed material information while submitting his tender. The case of the petitioners is that" respondent No.4 had been entrusted with certain works during the material period, he had not disclosed the same at the time of scrutiny of the tender. According to the petitioner, in terms of clauses 3.8 and 7.1 of the Tender schedule the participating bidder is required to disclose the details of ongoing works and the works entrusted to him between the date of tendering and awarding of work at the time of scrutiny. Clause 3.8 lays down:

Clause 3.8 - Applicants who meet the minimum qualification criteria will be qualified only if their available bid capacity at the expected time of bidding is more than the total estimated cost of the works. The available bid capacity will be calculated as under:

Assessed Available Bid capacity = (A * N *2-B)

A = Maximum value of works executed in any one year during the last five years (updated to the current price level) which will take into account the completed as well as works in progress.

B = Value at current price level of the existing commitments and ongoing works to be completed during the next 3 years (period of competition of works for which bids are invited), and

N = Number of years prescribed for completion of the works for which the bids are invited".

It is further stated that the respondent No.4 had not disclosed three works which had been entrusted to him, they are-

	Rs. in crores
1. Jagatpur-Chandichol section of NH.5 in Orissa	120.00
2. Link road work NH division, Bangalore	22.00
3. Outer ring road work for Mega City Division, Bangatore	10.00

In the counter filed by the Engineer-in-Chief it is stated that M/s. KMC had shown the work "Widening to four lanes and strengthening of existing two lane road in the

Jagatpur-Chandikhole section of NH5 in Orissa" as Rs.105.6 crores and this work had been considered as existing commitment the bidder''s capacity was accordingly evaluated, the bidder was found to have the required bid capacity which was more than the total cost of the work and thereafter the tender of M/s. KMC was recommended to World Bank. The learned Additional Advocate-General has also placed on record certain documents. It is revealed that the World Bank had sent a letter received by it from M/s. S.K. Constructions to the Engineer-in-Chief for his comments. This letter by M/s. S.K. Constructions had complained that M/s. K.MC was manipulating to get the work and he had suppressed the information with respect to the works he was executing. Six works were pointed out, they are;

1. Link Road work NH division. Bangalore - Value 22.00 crores
2. Outer ring road work for Mega City Division, Bangalore - Value 10.00 crores
3. Srisailam right Bank canal, Reach-1 - Value 30.00 crores
4. Trivendrum Airport, NAAI - Value 70.00 crores
5. Cochin Airport - Value 72.00 crores After executing 40 crores work abandoned
6. Jagatpur-Chandichol section of NH.5 in Orissa - Value 120.00 crores

After it was received by Engineer-in-Cliief he addressed a letter to M/s. KMC i.e., respondent No.4, which is reproduced below:

"Sub: APHS Project-Phase III - Contract works - package No. APSH-8, APSH-9, APSH-10, APSH-11 and APSH-12-list of works executed, on hand and applied for - report called for - reg.

Ref: Your bids received on 10-11-1999.

Bids for the above packages are submitted by you. As seen from your documents furnished along with bids dated 10-11-1999, the following six works are not shown.

1. Link Road work NH division, Bangalore - Rs. 22.00 crores
2. Outer ring road work for Mega City Division, Bangalore - Rs. 10.00 crores
3. Srisailam right Bank canal, Reach-1

- Rs. 10.00 crores

4. Trivendrum Airport, NAAI

- Rs.70.00 crores

5. Cochin Airport - Rs.72.00 crores

6. Jagatpur-Chandichol section of NH.5 in Orissa - Rs.120.00 crores

As such you are requested to furnish full details, stage of works, employer details as required in bid document and communicate this information at once so as to finalise tenders."

In this letter, respondent No.4 was told that, from the documents submitted by him the above mentioned six works are not shown. He replied to this letter by his communication dated 22nd December, 1999. He replied that, work at item Nos.3, 4 and 5 had already been completed, therefore they were not mentioned, about work at item No.1 it was stated that this work was for a contract value of Rs.20,69,14,919.00, the agreement period for competing the work excluding monsoon was 24 months, the work had started on 9-7-1997, but the work was held up for want of necessary approvals and paucity of funds, after completing the work in the value of Rs.8.50 crores the work had been stopped and the department had been requested to finalise the accounts. Therefore, this work was not an ongoing work. About work at item No.2, respondent No.4 stated that this work was for the contract value of Rs. 10.66 crores and so far the company had executed the work worth a value of Rs.2.10 cores, the work was stopped due to delay in handing over the clear site. Therefore, according to him this was also not an ongoing work. About the work at item No.6 it was stated that, it was not the contract for Rs.120 crores but it was only contract worth Rs.105.61 crores and it had been shown in the list. This explanation offered by respondent No.4 was sent to the World Bank and the World Bank approved the bid of respondent No.4.

14. In the light of these communications the learned Additional Advocate-General submits that the material information was not suppressed by respondent No.4, he had given the material information, certain works which were not in progress had not been mentioned by respondent No.4 which according to the learned Additional Advocate-General would not disqualify him from consideration. This is disputed by the learned Counsel appearing for the petitioners. This controversy can be addressed after having a look on the relevant clauses of Tender Schedule. Clause 3.9 of pre-qualification document for Phase-Ill work lays down:

"3.9 Even though the applicants meet the above criteria, they are subject to be disqualified if they have;

- made a misleading or false representation in the form, statements and attachments submitted, and/or

- record of poor performance such as abandoning the work, nor properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc."

Clause 39.1 of Section 2 of Tender document volume-1 states;

"39.1 The Bank requires that Borrowers (including beneficiaries of Bank loans), as well as bidders/suppliers/contractors under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

(b) will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a firm ineligible, either Indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Bank-financed contract".

The learned Counsel for the petitioner submits that, since admittedly some of the information was suppressed by respondent No.4, therefore he was disqualified in terms of clause 3.9 mentioned hereinabove. The learned Additional Advocate-General submits that, all the information needed from the parties is with a view to assess the capability and capacity of the bidder for awarding contract to him. The pending works are required to be disclosed in order to assess the bid capacity of the contractor. He submits that, even if the respondent No.4 had disclosed the works which allegedly were not disclosed, even then the respondent No.4 was within the bid capacity in accordance with the criteria fixed in the tender documents. Therefore, this could at best be a mistake on the part of respondent No.4. However, before finalising the contract, all the information was available with the official respondents with regard to pendency of the works of respondent No.4. He further states that, in terms of clause 39.1 of Tender documents volume-1, the ''corrupt practice'' and ''fraudulent practice'' has been defined, a fraudulent practice would mean a misrepresentation in order to influence procurement process and a corrupt

practice would mean offering, giving, receiving or soliciting of anything of value to influence the action of a public official. Since by not disclosing pendency of a work the respondent No.4 had not misrepresented in order to influence a procurement therefore he could not be disqualified because even after taking into consideration the work which was not dislcosed even then the respondent No.4 was within the bid capacity. As such, there was no occasion for the official respondents to disqualify the respondent No.4. However, the learned senior Counsel appearing for petitioners submits that, in terms of clause 3.9 of pre-qualification document it is sufficient to be disqualified when a misleading or false statement is made, it need not result in procurement but once a false representation is made the party becomes ineligible. The learned Additional Advocate-General submits that, clause 3.9 is a condition with respect to pre-qualifications and has to be read in the context of clause 39.1 of tender document.

15. The learned Counsel for the petitioner has placed before me a judgment of Delhi High Court passed in LPA No.234 of 1996 with LPA Nos.215 and 226 of 1996, title National Highway Authority of India v. Graham Satyam Shankara-Narayana, JV (not reported) decided on 7th November, 1997, but, in the context of the present case I do not think that the judgment is in any way helpful to the petitioners. In this judgment a similar clause was considered being clause No.2.4 which reads as under:

"2.4. Failure to provide information which is essential to evaluate the applicant''s qualifications, or failure to provide timely clarification or substantiation of the information supplied, may result in disqualification of the applicant."

The Court held that, information has to be updated till the stage of evaluation of the final bids. The clause permits the employer even to seek clarifications and the bidders are obliged to furnish the clarifications, failure to do so would result in disqualification. In the present case, even if it is construed that the respondent No.4 had failed to give the relevant information, since it was subsequently given when it was sought for by the official respondents, therefore, this judgment will not be of any help to the petitioners.

16. In view of what has been stated above, this Court feels that, at the time of forwarding the recommendations to the World Bank, since the respondents were in possession of all relevant information as was required in the tender documents with respect to respondent No.4 and they were of the view that the respondent No.4 had the bid capacity and capability, therefore the mistake of not having mentioned a work while submitting his papers would not disentitle respondent No.4 from consideration.

17. Another argument which was made at the Bar is that the respondent No.4 had given a lumpsum offer with respect to discount and not percentage. This Court feels that it may not be necessary to go into this argument. Even otherwise there was no law or rule or practice shown to this Court which require that discount should be

given in the percentage and not in lumpsum. The petitioner cannot succeed on this ground particularly in view of the fact that he himself had offered no discount neither in lumpsum nor on the basis of percentage.

18. The learned Counsel for respondent No.5 who was added as a respondent submitted that the whole process of tendering is arbitrary and on account of APSH-10 and APSH-11 if the contracts are given on the proposals made by the respondents the State exchequer would be a loser to the tune of Rs.35 crores. Certain mathematical propositions have been tried to be pleaded, but it will not be proper for this Court to go into the tendering process as such. He submits that, tenders were invited for all the five works but no tenderer would be awarded more than one work according to him this criteria was bound to result in losses to the State exchequer. According to him each work could have been tendered separately. The learned Additional Advocate-General submits that, even after inviting tender to all the works together not more than 18 contractors participated in the process and in case each tender is tendered separately the number would be still lesser and there would be more chances of manipulation by the contractors. In any case, this Court is not sitting in appeal over the actions taken by the respondents. The Supreme Court in Tata Cellular Vs. Union of India, , has laid down the principles for judicial review, therefore, keeping in view the mandate of the judgment, this Court would not like to go into the question whether the tenders should have been called for all the works together or they should have been called separately for each work. This Court has also not the expertise to come to a conclusion whether by the process adopted by the respondents the State would be a loser and whether by adopting the method suggested by respondent No.5 the State would be a gainer. These are matters best left to experts.

19. The [earned Counsel for the parties have also referred to judgments in New Horizons Limited and Another Vs. Union of India (UOI) and Others, , Raunaq International Limited Vs. I.V.R. Construction Ltd. and Others, , and Asia Foundation and Construction Ltd. Vs. Trafalgar House Construction (I) Ltd. and Others, , but in the light of what has been stated above, there is no necessity to go into these judgments.

20. For all the above reasons, I do not find any merit in this writ petition which is accordingly dismissed.

21. At this stage a request was made for suspension of the order for one week. If the order is suspended, the work cannot be started which will not be in the public interest. Therefore, the request is not considered.