Narayan Chakraborty and Others Vs Union of India (UOI) and Others

Court: Calcutta High Court

Date of Decision: Sept. 14, 2010

Acts Referred: Civil Procedure Code, 1908 (CPC) â€" Order 1 Rule 10
Constitution of India, 1950 â€" Article 19, 19(1), 21
Enlistment of CPWD Contractors Rules, 2005 â€" Rule 1.1

Hon'ble Judges: Syamal Kanti Chakrabarti, J

Bench: Single Bench

Advocate: Amar Nath Dhole and Pinaki Dhole, for the Appellant; P.K. Roy and Souvik Nandy, for the Respondent

Final Decision: Dismissed

Judgement

Syamal Kanti Chakrabarti, J.
In the present writ petition 61 enlisted CPWD contractors have challenged the legality and propriety of the

Rules of Enlistment of CPWD contractors, 2005 by superseding the same Rules of 2001 in respect of Class II to Class V (Civil Contractors) and

Class II to Class IV (Electrical Contractors) and for non-consideration of their representations dated 09.06.2005 and 30.01.2006 respectively.

The Central Public Works Department (CPWD) of the Government of India is entrusted with the duty to construct/repair/reconstruct/renovate

public buildings/road/water tanks by civil/electrical engineers and they have decided to do all these works through enlisted workers having such

experience in the field of civil and electric work for which tenders are usually invited from eligible contractors having financial stability. They framed

an elaborate code covering process of enlistment/revalidation for enlistment of such contractors according to their eligibility criteria and for that

purpose classified the contractors in 5 categories in accordance with the volume of works, tender amount for particular works with some other

terms and conditions subject to alternation and amendments.

2. Before that on 20th March, 2001 the CPWD authority introduced new rules for enlistment/revalidation of existing contractors in CPWD with

effect from 01.04.2001 superseding similar Rules of 1999.

3. On 6th February, 2003 the CPWD authority introduced various classes of general conditions of contractors of both civil and electrical

introducing various existing clauses/corrigendum with effect from the date of issue of the order.

4. On 29th April, 2005 they introduced another enlistment Rules, 2005 effective from 01.05.2005 by repealing the previous Rules.

5. In terms of Memorandum No. DGW/Con/211 dated 11.05.2005 they extended the time of enlistment in CPWD for both civil and electrical

contractors whose cases were pending for revalidation for the purpose of reviewing those cases under the enlistment Rules of 2005.

6. It is further case of the writ petitioners that it was decided at that time that, all such contractors whose applications are pending in the Directorate

but otherwise complete, will be extended up to 31.07.2005 in terms of an enlistment order dated 11.05.2005.

7. The petitioners now contend that the present enlistment Rules of 2005 suffers from various infirmities which are creating a situation to throw out

the diverse classes of enlisted civil and electrical contractors of CPWD including 59 writ petitioners herein affecting their right to carry out business

which is guaranteed under Article 19(1)(g) of the Constitution of India by imposing certain terms and conditions of such enlistment or revalidation

which are harsh, unreasonable and reflect no parity with that of the tendered provisions incorporated in the Rules of 2001.

8. Therefore, the President of their association, petitioner No. 61 submitted a representation on 09.06.2005 before the Hon"ble Minister-in-

Charge of Parliamentary Affairs and Urban Development, Government of India pointing out various infirmities and disparities with regard to past

experience of complete works in last 5 years, financial soundness etc. in the Rules of 2001 and 2005 respectively which is affecting the business of

all the contractors belonging to Class II to IV groups. It is further alleged that unilateral decision was taken by modification of these Rules

particularly paragraph 18, 23. 23.1(c), 23.1(e) of the Rules of 2005 without giving any reasonable opportunity/personal hearing to the concerned

contractors which is violative of the principles of natural justice.

9. It is further submitted that on 20.08.2005 a meeting was held between Mr. B. Mazumder, DG(W) with the representatives of CPWD

Contractors Welfare Committee in Calcutta. In the said meeting paucity of work in East Zone I CPWD, Kolkata and inability to fulfil the eligibility

criteria in respect of required magnitude of work for respective categories in the matter of revalidation of enlistment as contained in the Rules of

2005 were discussed. At that time the DG(W) asserted that all enlisted contractors will be accommodated as per enlistment Rules of 2005 but no

relaxation of such amended Rule is possible. It was also observed by him that at the initial stage there might be some difficulties which will be

resolved in course of time. The DG(W) in his memo No. DG(W)/CON/212 dated 01.08.2005 decided to revalidate the list of existing contractors

provisionally for a further period up to 31.08.2005 which was further extended up to 30.11.2005 by his memo No. DG(W)/Con/213 dated

01.09.2005.

10. By his office memo No. DG(W)/Man/126 dated 27.10.2005 the CPWD authority has made further provision in their Enlistment Rules of

2005. The Rule 1.1 runs as follows:-""Tendering limit for different categories and class as per Enlistment Rules 2005 will be applicable to all

contractors who are enlisted after or prior to 01.05.2005.

11. In their memo No. DC(W)/CON/217 dated 27.10.2005 some corrections were made therein and in memo No. DG(W)/Con/110 dated

29.04.2005 some clarifications were made. Thereafter, the provisions of 1.1.1 stood as follows:

1.1.1. - Provision under this para i.e., cases to be processed as per Enlistment Rule, 2001 relates to eligibility for Enlistment/Revalidation of

Enlistment. All other provisions like Tendering limit, Late fee, disciplinary action etc. will be applicable as per Enlistment Rules 2005 in all the

cases..

12. In their memo No. DG(W)/Con/218 dated 30.01.2006 the CPWD authorities decided that enlistment of the contractor be valid at the last

date of sale of tenders. Accordingly paragraph 1 of form CPWD-6 i.e., notice inviting tenders was partially amended.

13. Thereafter the petitioner No. 61, the President of their Association made a representation before the DG(W), CPWD, under No.

CWCC/(16)/2006 dated 31.03.2006 citing glaring examples of harsher conditions incorporated in the Rules of 2005. He prayed for modification

of the same which have virtually closed the avenues of new inexperienced contractors who could have shown ability by their sincere and

meritorious works to the regular enlisted contractors which amount to denial of reasonable opportunity of this contractors to carry on trade under

Article 19(1)(g) of the Constitution of India and denial of their livelihood within the meaning of Article 21 of the Constitution. In the above

circumstances they have urged for suitable modification of various provisions of the Rules of 2005 which are prejudicial to the business interest of

the CPWD contractors as a whole otherwise they will suffer irreparable loss and hardship. Since the said representation of their President has not

been duly considered by the appropriate authority all these contractors have now approached this Writ Court praying for issuing a Writ in the

nature of Mandamus directing the respondents to make necessary modifications of their Enlistment Rules of 2005 with regard to their past

experience of complete work, bank solvency/banker''s certificate, engineering establishment and T & P machineries, provisions of review, annual

confidential report, disciplinary action, demotion to lower class and to restrain them from giving effect to these provisions and to consider the

representation dated 09.06.2005 and 31.03.2006 submitted by them within a stipulated time.

14. In his affidavit in opposition the respondent No. 6 has contended that the instant writ petition is not maintainable since the same has not been

affirmed in conformity with the provisions of Order XIX CPC. It is contended that the writ petition has been filed seeking some reliefs which have

national repercussion and will affect the CPWD contractors through out the Indian territory. So leave under Order I Rule 10 CPC is necessary and

from this point of view the writ petition is not maintainable.

15. It is further contended that the Rules of 2001 was contemplated without causing any injury to the contractors working all over India except the

59 writ petitioners from the Eastern Zone. For the same purpose and to cope with the needs of changing circumstances the earlier Rules of 2001

were repealed and substituted by the Rules of 2005 providing modification of ""eligibility criteria"" and with the object of goal orientation with

adequate safeguard for the existing contractors who have been allowed 18 to 36 months time from 01.05.2005 to fulfil the revised criteria such as

enhancement of the magnitude to banker''s certificate and other provisions. The list of contractors whose cases were under consideration for

revalidation at the time of implementing the Rules of 2005 was retained and extended from time to time till finalization of their pending cases so that

they are not deprived of participating in tenders. Only a small group of contractors from the Eastern Zone has filed the writ petition to frustrate the

policy decision of the Government of India which is beyond the scope of judicial review.

16. The intention of the department was to revise the conditions of proficiency, tools and plans, adequate staff, work experience so as to ensure

delivery of service to clients up to their full satisfaction by roping in technology and finally capable contractors having requisite organizations in the

form of plant and machinery etc. Therefore, by repealing the Rules of 2001 and by introducing the new Enlistment Rules of 2005 they have not

violated any principles of natural justice or any provision of Article 19(1)(g) and Article 21 of the Constitution of India. Under the circumstances

the petition is liable to be dismissed.

17. The petitioner in their affidavit-in-reply has, however, contradicted the contention of the respondent No. 6 and reiterated their earlier stand for

modification of the Rules of 2005 keeping reasonable parity with the Rules of 2001.

18. In their supplementary affidavit-in-opposition the respondent No. 6 has furnished division wise data from 2001-02 till 2006-07 regarding total

number of works and total amount of tender sanctioned in respect of Chief Engineer (EZ), (i) Civil CPWD, Kolkata and has furnished chart

showing year wise agreement, number of works tendered in the Electrical Division under the office of Chief Engineer (Electrical) CPWD in

Kolkata, Guwahati and Patna from which it will be evident that the number of works in Electrical Division under CPWD have been increased in the

Eastern Zone and as such there is no reason to believe that due to paucity of work enlisted contractors under the Group II to Group IV will not get

adequate number of assignments under the Electric Division of CPWD. It is also claimed that in every year there has been increase in the number

of tenders in Civil Division and value of the tender under the CPWD and there is also no reason to believe that the CPWD contractors on the civil

wing will be affected by amendment of the Enlistment Rules of 2005 in any way.

19. In their application being C. A. N. 2810 of 2009 the petitioners have urged for expeditious disposal of the petition.

20. It is contended by the writ petitions that some provisions of the Enlistment Rules of 2005 are arbitrary, unreasonable and suffers from various

infirmities for which their right to carry out business have been curtailed and there is no parity of the amended Rules with the earlier Rules of 2001.

21. They have called in question paragraph No. 21 of the Rules of 2005 on revalidation procedure. The revised procedure of 2005 is quoted

below:

21.0 - Revalidation procedure - The revalidation shall be done on the basis of review of performance of the contractor during the period of

enlistment/revalidation. This shall be based on evaluation of performance reports as given in Annexure -X or as decided by the enlisting authority.

22. In the Rules of 2001 similar provision was made under paragraph No. 19, which is quoted below:

19.0 - Revalidation of enlistment - The validity of initial enlistment of the contractor shall be as given in para 7.0. It shall however, be revalidated on

merits if desired by the contractor. Only the contractor who has secured at least one year work of appropriate magnitude in CPWD, PWD

(NCTD) or CCU of Ministry of Environment and Forest during the period of enlistment or last revalidation period of enlistment as the case may

be, shall be considered for revalidation.

23. A work completed/secured as an associate contractor of main contractor to whom a composite contract was/has been awarded shall also

qualify for consideration of revalidation. It is argued that the revised revalidation procedure is exercise of uncanalised power without giving any

guideline. I do not subscribe to such views because under both the provisions revalidation would be made upon consideration/review of past

performance. Therefore, Rules of 2005 is not alien so far as this eligibility criteria is concerned. So from a comparative study of the previous and

existing provision I do not find any merit in such submission.

24. In this connection the point of view to be taken by this Court for review of such administrative decision should be set at rest first. Learned

lawyer for the respondent No. 6 has drawn my attention to the principles laid down in Tata Cellular Vs. Union of India,). It has been set at rest

therein that judicial review is concerned with reviewing not the merits of the decision in respect of which the application for judicial review is made,

but the decision making process itself.

The duty of the Court is thus to confine itself to the question of legality. Its concern should be:

1. Whether a decision-making authority exceeded its powers?

2. committed an error of law,

3. committed a breach of the rules of natural justice,

4. reached a decision which no reasonable tribunal would have reached or,

5. abused its powers.

Therefore, it is not for the court to determine whether a particular policy or particular decision taken in the fulfilment of that policy is fair. It is only

concerned with the manner in which those decisions have been taken. The extent of the duty to act fairly will vary from case to case. Shortly put,

the grounds upon which an administrative action is subject to control by judicial review can be classified as under:

(i) Illegality: This means the decision-maker must understand correctly the law that regulates his decision-making power and must give effect to it.

(ii) Irrationality, namely, Wednesbury unreasonableness. It applies to a decision which is so outrageous in its defiance of logic or of accepted moral

standards that no sensible person who had applied his mind to the question to be decided could have arrived at. The decision is such that no

authority properly directing itself on the relevant law and acting reasonably could have reached it.

(iii) Procedural impropriety.

The above are only the broad grounds but it does not rule out addition of further grounds in course of time. Another development is that referred to

by Lord Diplock in R. v. Secretary of State for the Home Deptt., ex Brind, viz. The possible recognition of the principle of proportionality. Two

other facets of irrationality may be mentioned: (1) It is open to the court to review the decision-maker''s evaluation of the facts. The court will

intervene where the facts taken as a whole could not logically warrant the conclusion of the decision-maker. If the weight of facts pointing to one

course of action is overwhelming, then a decision the other way, cannot be upheld. (2) A decision would be regarded as unreasonable if it is

impartial and unequal in its operation as between different classes.

On the touchstone of the above principle it appears to me that such a revision of earlier procedure is neither without any guideline nor arbitrary and

as such Court should not interfere with such policy decision of the executive.

25. The second contention is that the disciplinary action in paragraph 23 of Rule 2005 can be taken after issuance of show cause notice and not

after obtaining reply and decision of the authority is final. It has assailed on the ground that it is arbitrary, unreasonable, without any provision for

appeal or revision against the adverse order and there is also no provision for personal hearing.

26. Paragraph No. 23 of the Rules of 2005 is accordingly quoted below:

Disciplinary Actions - The contractor shall have to abide by all the rules of enlistment and also by the terms and conditions of the contract and the

notice inviting tenders. He shall have to execute the works as per contract on time and with good quality. The enlisting authority shall have the right

to demote a contractor to a lower class, suspend business with him by any party, debar him or remove his name from the approved list of

contractors indefinitely or for a period as decided by the enlisting authority after issuing of show cause notice. Decision of the enlisting authority

shall be final and binding on the contractor.

27. From the aforesaid provision it appears that the proposed action contemplated in such Rule provides for issuing notice of show cause upon the

petitioner as a condition precedent to take recourse to the preventive measures. The provision for issuing notice to show cause fulfils the

prerequisites of the principle of natural justice and such type of power should always be there in the hand of the administrative department to

regulate the conduct of the contractors and such provision cannot, therefore, be termed as arbitrary or violative of the principles of natural justice in

absence of any contractual right.

28. It has been contended that there is no provision for appeal or revision or personal hearing against any adverse order so far as the relation

between the contractor and the department is concerned. It is not based on any contract agreed to by and between the parties. It is purely a policy

decision of the department to make provision for selection of best and competent contractors in the field of their civil and electrical work and the

process of elimination of the participating contractors is the discretion of the tender issuing authority. Therefore, it is not necessary for them rather it

will be more cumbrous to make provision of appeal or personal bearing which will ultimately cause inordinate delay in executing the work for

which a tender is floated. The provision for show cause is a sufficient safeguard for the contractors.

29. Paragraph No. 23.1(c) of the Rules of 2005 has also been styled as arbitrary and contrary to the interest of the contractors. The said provision

is quoted below:

23.1(c) - Demotion to lower class - The contractor shall be liable to demotion to a lower class, by the enlisting authority, if he

a) fails to execute a contract or executes it unsatisfactorily or is proved to be responsible for constructional defects, or

b) no longer has adequate equipment, technical personnel or financial resources or

c) is litigious by nature or

d) violates any important condition of contract or

e) his staff misconducts or misbehaves with CPWD officials

f) deleted

g) is responsible for a conduct which may justify his demotion to a lower class or

h) any other reason which in view of enlisting authority is adequate for his demotion to a lower class.

So far as aforesaid Clause (c) is concerned it is argued that such a provision is unreasonable. As the social awareness increases people are now

prone to take legal action on flimsy grounds and this is one of the reasons for huge pendency of cases in civil and criminal courts in the country. To

reduce such backlog, it is now in the contemplation of the legislature to make a law to prevent frivolous litigation and to identify persons who are

prone to take recourse to judicial forum for every minor dispute. Therefore, such a provision is quite in tune with the contemplation of the

legislature which should not be interfered by the Court in total disregard for need of the society.

30. Similarly the paragraph 23.1(e) has been called in question because there is no definition of misconduct or misbehaviour in the rules. I fail to

understand how a general definition of misconduct or misbehaviour is required for the purpose of framing such rule since the said clause relates to

misconduct or misbehavior with CPWD officials by the contractor or his staff. The provision itself is self-explanatory and unambiguous which does

not require external aid of nay definition for its operation.

31. In paragraph 15 of their petition the contractors have claimed that raising of bank solvency of Class II CPWD Contractors (Civil) from Rs.

60,00,000/- under the Rules of 2001 to Rs. 2,00,00,000/-under the Rules of 2005 with enhanced tendering amount at Rs. 2,00,00,000/- is

contrary and unreasonable as the tendering amount and the bank solvency cannot be same which is contrary to law and is liable to be modified.

Similarly, such raising of bank solvency of Class III (Civil) CPWD Contractors from Rs. 20,00,000/- to Rs. 60,00,000/- with enhanced tendering

of Rs. 60,00,000/- is said to be arbitrary and unreasonable and that raising of such bank solvency of Class IV (Civil) CPWD Contractors from

Rs. 10,00,000/- to Rs. 25,00,000/- with enhanced tendering amount of Rs. 25,00,000/- and that of Class V (Civil) CPWD Contractors from Rs.

50,000/- to Rs. 7,00,000/- with enhanced tendering amount at Rs. 7,00,000/- is arbitrary and unreasonable. In the similar way raising of bank

solvency of Class II, Class III, Class IV (Electrical) CPWD Contractors has been assailed as arbitrary and unreasonable. It is claimed by the

respondent No. 6 in paragraph 10 of their affidavit-in-opposition that for the purpose of judging and making reasonable assessment of the financial

soundness of the contractor bankers certificate is essential as per prescribed proforma. For that purpose the magnitude of bank solvency has been

fixed at par with the tendering limit of the contractors eligible for the respective class in keeping with the changing pace of work environment. Such

a measure taken relates to the administrative discretion of the enlisting authority which is applicable to all contractors in the country in determining

their eligibility criteria under paragraph 11.2 and, therefore, it can neither be called arbitrary nor illegal in view of escalation of price.

32. It is further contended by the writ petitioners that under the Rules of 2001 there was no provision for maintaining requisite number of engineers

and diploma holders with requisite qualification permanently. It was their usual practice to appoint such engineers and diploma holders having

requisite qualification on acceptance of tender. Under the revised Rule of 2005 it has been made mandatory involving huge financial liability upon

them irrespective of the fact as to whether they have any tender work or not. Therefore, they have sought for reasonable modification of such new

provision.

33. In fact in Memorandum No. DGW/CON/208 dated 06.01.2005 the CPWD has modified Clause 36(i). In the Rules of 2001 it was earlier

provided that contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work intimate in

writing to the engineer-in-charge the name, qualification, experience, age address and other particulars along with certificates of the principal

technical representative to be in charge of the work. But if such contractor possesses such qualification himself it will not be necessary for him to

appoint such principal technical representative. What is intended by such amendment is that the principal technical representative and other

technical staff shall be actually available at site fully during all stages of execution of work, during recording/checking/test taking of measurements of

work and whenever so required by the engineer-in-charge and note down instructions conveyed by the engineer-in-charge or his designated

representatives in the site order book. But there is provision for engagement of substitute with the approval of engineer-in-charge in the event of

absence of any of such representative for more than two days. This type of provision has been felt necessary by the enlistment authority for safety,

speedy execution and quality of work expected from the contractor and now it is for the contractors to decide whether they would individually

engage any such technical representative or collectively maintain a roaster of such representatives whose services may be utilised by them for

execution of tender work if assigned to a contractor as all of them may not get the work simultaneously.

34. In their application being C. A. N. 2801 of 2009 the respondent No. 6 has submitted amended rules of enlistment of contractors, status report

of the result of continued process of revalidation process for retention of the existing contractors and from such report it appears that the writ

petitioner Nos. 10, 11, 12, 13, 16, 17, 18, 27, 28 have filed application for expunging their names from the writ petition (C.A.N. 7139 of 2008).

From the said status report it also appears that some of the writ petitioners'' applications for revalidation have already been considered and

allowed in their favour extending their tenure upon fulfilment of the eligibility criteria and some are still under consideration. Where the rules framed

have been acted upon and accepted by a group of contractors the legality and propriety of such amended rule can neither be treated as arbitrary

nor opposed to the public policy giving very little scope for judicial review.

35. In the case of Dwarka Prasad Laxmi Narain Vs. The State of Uttar Pradesh and Others, it has been held by the Hon''ble Apex Court as

under:

The phase ""reasonable restriction"" connotes that the limitation imposed upon a person in enjoyment of a right should not be arbitrary or of an

excessive nature beyond what is required in the interest of the public. Legislation, which arbitrarily or excessively invades the right, cannot be said

to contain the quality of reasonableness, and unless it strikes a proper balance between the freedom guaranteed under Article 19(1)(g) and the

social control permitted by Clause (6) of Article 19, it must be held to be wanting in reasonableness/a law or order, therefore, which confers

arbitrary and uncontrolled power upon the executive in the matter of regulating trade or business in normally available commodities cannot but be

held to be unreasonable.

Applying the above test, I do not find in the provisions of the aforesaid enlistment Rule of 2005 any unbridled power in the hand of enlistment

authority affecting seriously the business of prospective and existing contractors both civil and electrical.

36. In the case of Directorate of Education and Others Vs. Educomp Datamatics Ltd. and Others, it has also been postulated that terms of tender

prescribing eligibility criteria is open to interference by judicial review only when arbitrary, discriminatory or biased but not open to interference

merely because court feels that some other terms would have been more preferable. In the case of Tata Cellular v. Union of India cited above the

following principles have been deduced indicating the parameter of judicial review permissible in contractual matters while inviting bids of issuing

tenders. Paragraph 94 of the said Judgment is quoted below:

94. The principles deducible from the above are:

(1) The modern trend points to judicial restraint in administrative action.

(2) The court does not sit as a court of appeal but merely reviews the manner in which the decision was made.

(3) The court does not have the expertise to correct the administrative decision. If a review of the administrative decision is permitted it will be

substituting its own decision, without the necessary expertise which itself may be fallible.

(4) The terms of the invitation to tender cannot be open to judicial scrutiny because the invitation to tender is in the realm of contract. Normally

speaking, the decision to accept the tender or award the contract is reached by process of negotiations through several tiers. More often than not,

such decisions are made qualitatively by experts.

(5) The Governemnt must have freedom fo contract. In other words, a fair play in the joints is a necessary concomitant for an administrative body

functioning in an administrative sphere or quasi-administrative sphere. However, the decision must not only be tested by the application of

Wednesbury principle of reasonableness (including its other facts pointed out above) but must be free from arbitrariness not affected by bias or

actuated by mala fides.

(6) Quashing decisions may impose heavy administrative burden on the administration and lead to increased and unbudgeted expenditure. Based

on these principles we will examine the facts of this case since they commend to us as the correct principles.

37. The same principle has been reiterated in G.B. Mahajan and others Vs. The Jalgaon Municipal Council and others,

38. In the case of Association of Registration Plates Vs. Union of India (UOI) and Others, it has been set at rest that in the matter of formulating

conditions of tendered documents and awarding a contract of the nature of those for supply of HSVRPs greater altitude is required to be

conceded to the State authorities and certain conditions have to be laid down to ensure that the contractor has the capacity and the resources to

successfully execute the work. Unless action of tendering authority is found to be malicious and a misuse of its statutory powers tender conditions

are unassailable. A contract for providing technical expertise, financial capability and experience qualifications with a long term of 15 years would

serve the dual purpose of attracting sound parties to stake their money in undertaking the job and safeguard the public interest by ensuring that it

would continue uninterrupted in fulfilment of the object of the scheme.

39. In view of the above principles and facts and circumstances appearing from the averments of the parties, I find that there is no illegality or

impropriety in the alleged action of the respondents which calls for any judicial review.

40. From the minutes of the meeting held by DG(W) with the representatives of CPWD Contractors Welfare Committee in Calcutta on

20.08.2005, I find that there was bilateral discussion between the contending parties on the grievances of the CPWD enlisted contractors against

the Enlistment Rules 2005 as and when not having any scope to fulfil the criteria of required magnitude of work for respective categories in the

matter of revalidation of enlistment. The outcome of such deliberation is also reflected in the status report furnished by the respondent No. 6

showing the manner in which the applications for revalidation of a good number of existing contractors have been entertained by them. So, I hold

that individual right of the contractors has not been invaded by the conduct of the respondent No. 6 as their relation with the accepting authorities is

in the realm of contract which is processed through negotiations at several tiers and as such there is no merit in their application justifying any

judicial review of the policy decision of the respondent No. 6 reflected in their Rules of 2005 which is applicable to all without any malice or bias.

41. Therefore, the writ petition is dismissed.

42. And in view of the above findings the application being C. A. N. 2810 of 2009 filed for expeditious disposal also stands disposed of.

43. I make no order as to costs.

44. Urgent photostat certified copy of this order, if applied for, be supplied to the respective parties, upon compliance of all necessary formalities.