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(2005) 02 BOM CK 0148

Bombay High Court

Case No: Writ Petition No. 5874 of 2000

Dr. Harish Balkrishna Mahajan and Others	APPELLANT
Vs	
Oil and Natural Gas Corporation Limited and Another	RESPONDENT

Date of Decision: Feb. 21, 2005

Acts Referred:

- Constitution of India, 1950 - Article 12, 14, 16, 21, 226

Citation: (2005) 106 FLR 1159

Hon'ble Judges: S.C. Dharmadhikari, J; A.P. Shah, J

Bench: Division Bench

Advocate: C.U. Singh, for the Appellant; J.P. Cama, instructed by Vyas Bhalwal, for the Respondent

Judgement

S.C. Dharmadhikari, J.

This petition under Article 226 of Constitution of India is instituted by Doctors working at 22 installations at Bombay High Offshore of the first respondent. First respondent is a Government Company carrying on business of exploration of Oil and Natural Gas in various parts of country as well as offshore. It owns and operates installations referred to above. The installations include ten drilling rigs, ten oil processing platforms, one multipurpose supply vessel and one Early production station

2. The petitioners engaged on contract complain about not granting them salaries, allowances, benefits as well as facilities and perquisites admissible to Regular Medical Officers employed by respondent no.1. Although, the main relief in this petition is for issuance of a writ of mandamus or any other appropriate writ, order or direction to first respondent to absorb petitioners and all Medics listed at Exhibit-A in regular service as Medical Officers, for the reasons set out hereinafter,

we are not inclined to grant this relief. As far as other grievance is concerned, we are inclined to issue certain directions in the concluding para of this judgement.

3. For appreciating the grievances, few facts need to be set out.

4. As pointed out above, petitioners are all doctors/qualified medical practitioners registered on the roll of State Medical Council in accordance with provisions of parent Act namely Medical Council of India Act. It is their case that they have been working continuously and without any break since their initial appointments by first respondent and some of them have put in more than fifteen years service.

5. In accordance with international resolutions and guidelines as well as established working systems followed by Oil and Natural Gas Corporation Limited (hereinafter referred to as "ONGC" for the sake of brevity) since inception of its offshore oil exploration programme, all employees are assigned to work on installations referred to above work on the basis of "14 days on" and "14 days off". In other words, according to the petitioners, a routine of mandatory compensatory off days equal to number of days worked is scrupulously followed. It is the case of petitioners that together with all other employees assigned to offshore installations, doctors are also required to work for 14 days followed by 14 days compensatory off. It is their case that since there are 22 offshore installations which require a qualified medical practitioner on board through out the month, and every doctor has to be relieved by another qualified medical practitioner after 14 days, at least 44 qualified medical practitioners (doctors) are required for the offshore installations. Thus, there is a permanent and perennial need of at least one doctor at a time on the 22 installations which work through out the year. Petitioners state that these installations are at a distance of 40 Nautical Miles from Mumbai, farthest being 200 Nautical Miles away. Thus, there is a need of doctors to be employed at these installations on permanent basis through out the year. This is the practice adopted at all such installations and is recognised internationally. Consequently, the ONGC also follows these guidelines. According to the petitioners, above facts are undisputed.

6. Prior to 1986, ONGC was employing doctors for offshore duty as regular employees on permanent basis. The practice followed was that doctors were recruited by first respondent on ad-hoc basis initially. After about two years, they would be regularised.

7. According to the petitioners, in or about 1986, first respondent framed a scheme to hire new medical recruits on annual contract carrying consolidated pay, instead of employing them on regular basis. According to petitioners, for the purposes of differentiation and so called identification the new recruits on contract basis were termed as "Medics". Significantly, qualifications, requirements including that of training in respect of this category was identical to that of medical officers (regular employees). Petitioners contend that the work which was required to be performed

by Medics and Medical Officers was identical. Initially, Medics worked on shore and offshore. After some time, Medics demanded parity of pay and regularisation. At that stage, an ingenious device of posting Medics for offshore work and keeping Medical Officers for onshore duties was initiated by first respondent. Still, there are several instances where Medics performed onshore duties. Several instances where duties were interchangeable in both categories have been brought to our notice.

8. After referring to several documents, it is contended that the whole scheme was devised to exploit young doctors by paying them less than what was paid to the medical officers. According to petitioners, the documents and file records indicate that first respondent does not make any distinction between Medics and Medical Officers but treats them as one and uniform class. After referring to file notes and letters on this subject, it is contended that discrimination is apparent between Medics and Medical Officers. On the date of institution of petition, Medical Officers were paid Rs.31,000/- per month (if posted offshore) but Medics were paid a meagre lumpsum amount of Rs.8,000/- per month, which stands further reduced on account of deduction of TDS.. Although this amount is enhanced vide Circular dated 4th October 2000 to Rs.12,000/- per month, this does not in any manner redress the grievance nor takes care of the allegation of discrimination.

9. The submission is that the Medics, regardless of number of years put in by them, receive consolidated amount per month, whereas Medical Officers receive substantial annual increments and other benefits. In the written submissions, the petitioners have enumerated the allowances and perquisites admissible to Medical Officers. It is contended that this blatant discrimination on the part of first respondent being arbitrary and unreasonable is thus violative of fundamental rights guaranteed under Articles 14, 16 and 21 of Constitution of India. It is contended that possessing same qualifications and performing same duties as that of the regular Medical Officers, petitioners cannot be paid meagre amount of Rs.8,000/- or Rs.12,000/-per month without any other allowances/benefits/perquisites. Merely because the petitioners appointment is on contract basis does not mean that respondents can indulge in such unfair acts. Consequently, the constitutional mandate enshrined in Article 39(b) and 41 is also violated in this case.

10. In the light of the aforesaid, it is contended that petitioners are entitled to identical treatment and therefore their services need to be regularised by absorption in the regular cadre. Alternatively, it is contended that petitioners cannot be denied the benefit of same allowances such as offshore allowance admissible to Medical Officers and therefore this Court should direct the first respondent to revise the amounts paid to the petitioners accordingly. It is contended that petitioners are also working through out the year, round the clock and without any break. Therefore, they are also entitled to some other facilities such as safety equipments as well as payment of Home Town fare. Petitioners are also claiming non practicing allowance which is admissible to regular medical officers.

11. Mr. Singh, learned counsel appearing for the petitioners reiterated the grievances enlisted hereinabove and contended that first respondent is a State within the meaning of Article 12 of Constitution of India. All its actions including matters of employment have to be in conformity with the mandate of Articles 14, 16 and 21 of Constitution of India as also directive principles enshrined in Articles 39(d) and 41 of Constitution of India. He submits that the label or nomenclature attached to the service rendered by the petitioners is wholly irrelevant. Ultimately, if the nature of job performed by the petitioners, duties assigned to them, hours of work are identical with that of the regular medical officers, then under the garb of continuing the petitioners on contract basis, benefits of permanency and absorption cannot be denied to them. He contends that first respondent ought to act as a model employer. First respondent is obliged to take cognizance and consider all the grievances which have been set out and enlisted hereinabove. He submits that grievances having not been redressed, ultimately this Court had to be approached and therefore this is a fit case where the petition should be allowed.

12. In support of his submissions Mr. Singh relies upon following decisions :

i. Jawaharlal Nehru Technological University Vs. Smt. T. Sumalatha and Others, .

ii. Karnataka State Private College Stop-Gap Lecturers Association Vs. State of Karnataka and Others, .

iii. 1990 1 CLR 534 , The Dharwad Dist. P.W.D. Literate Daily Wage Employees Association and Ors. v. State of Karnataka and another.

iv. Laxman Mahadev Teli Vs. Principal, Shri Pancham Khemraj Mahavidyalaya and Others, .

v. Bhagwan Dass and Others Vs. State of Haryana and Others, .

vi. 1989 1 CLR 143 , Shri Devendra Savlaram Jade v. State of Maharashtra and Ors.

vii. Jacob M. Puthuparambil and others Vs. Kerala Water Authority and others, .

viii. Municipal Corporation of Delhi Vs. Jagan Nath Ashok Kumar and Another, .

ix. Daily Rated Casual Labour Employed under P and T Department Vs. Union of India (UOI) and Others,

x. 1988 1 CLR 124 , U.P. Income Tax Department Contingent paid staff Welfare Association v. Union of India.

13. According to Mr. Singh today the position is that after sacrificing precious years of practice, the petitioners are faced with a situation where the entire monthly honorarium is lower than the amounts paid for Air travel to Class-III and Class-IV employees of first respondent. He has invited our attention to a chart enlisting benefits/allowances/ facilities to regular medical officers and Class-III employees and Medics. He submits that first respondent has demonstrated a total inflexible

and rigid attitude by not prescribing any revision or review of the quantum of honorarium periodically. Ultimately, going by label or nomenclature attached to an appointment, by following it an instrumentality like first respondent cannot violate the constitutional mandate.

14. On the other hand, Mr. Cama, learned senior counsel appearing for first respondent submits that there is a basic fallacy in the submissions of Mr. Singh. He submits that the contentions proceed upon an erroneous basis that the appointments of petitioners as well as regular medical officers are comparable. He submits that regular medical officers hold a post and are thus in employment of first respondent. Petitioners are not employees but are engaged on contract for a term which is capable of being extended or renewed. Therefore, there is no question of any discrimination at all. Once the petitioners are not holding any post, then their case is not comparable to that of regular medical officers. He submits that petitioners were appointed after an advertisement was issued and applications were made individually on the basis thereof. The said advertisement made it abundantly clear that the appointments were contractual and for a period of one year only. Upon interviews being held, individuals like petitioners were engaged/ appointed on contract. At the end of the contract period and once again considering individual applications, extensions have been granted wherever necessary. The payment made to the Medics cannot be considered as a salary or wage. It is an honorarium. The terms of appointment very clearly state that "no other allowance admissible to regular employees would be payable." Therefore, neither there is any force in the complaint of discrimination nor the principle of equal pay for equal work is attracted in the facts and circumstances of the present case.

15. The petitioners are not employees and therefore, there is no assurance of regular employment. They are engaged under a contract and hence they have no right to seek absorption. He further points out that petitioners are not recruited or selected as per ONGC R & P Regulations and their duties and responsibilities are limited. They are not the same as regular medical officers employed by first respondent at its hospitals. He submits that full time medical officers have no right to independent practice when they are off duty whereas petitioners are entitled to practice independently and privately. He invited our attention to various documents and the affidavits to distinguish the status and duties of petitioners and full timers. He has also invited our attention to the recruitment process of the two categories of doctors. He has also contended that although petitioners have been asked to perform duties of regular medical officers but there are exceptional cases. He submits that with open eyes petitioners have signed the contracts on the terms and conditions stipulated therein and it is not open to them to urge that they should be absorbed in Regular cadre.

16. According to the respondents, therefore, neither the principle of equal pay for equal work nor anything analogues thereto confers a right to seek the reliefs sought

in this petition. Consequently, petition be dismissed.

17. Mr. Cama relies upon following decisions:-

a) Apangshu Mohan Lodh and Others Vs. State of Tripura and Others, .;

b) State of Haryana and Another Vs. Tilak Raj and Others, .;

c) Executive Engineer ZP Engg. Divn. and Another Vs. Digambara Rao etc. etc.,

18. Additionally Mr. Cama submits that none of the decisions relied upon by Mr. Singh are applicable in the facts and circumstances of the present case.

19. Without prejudice to the aforesaid, it is contended by the respondents that their General Manager (Medical) at Mumbai has already made a suggestion to his superiors at the Head Office for an increase in the present honorarium and the same is under active consideration. However, according to Mr. Cama it must be remembered that the respondent is not concerned only with the petitioners but has to also consider the effect of any increase in the honorarium in Mumbai on an All India basis, since the respondents have medics employed wherever they have an oil platform offshore or oil wells on shore. The very purpose of engaging medics was to streamline and limit the economics on employment of doctors. Any large-scale increase in the honorarium in Mumbai is bound to have a cascading effect and this would defeat the very purpose thereof. Nevertheless, an effort in this behalf is being made.

20. With the assistance of learned counsel appearing for both sides we have gone through the petition, its annexures and the affidavits filed in reply and rejoinder. We have carefully perused the written submissions tendered on record. We have also gone through the case law. In our view, it is not possible to accept the contentions of Mr. Singh on regularisation and absorption of petitioners in service of first respondent.

21. It is not for us to determine the strength of a cadre. It is not for us to decide number of employees to be recruited by Instrumentalities or Agencies like first respondent in their regular cadre or engagement of persons on contractual basis. The requirement is determined solely by first respondent consistent with their operations. They have to arrange their affairs and therefore are the best judge of such requirement. This Court cannot substitute its views in exercise of its writ jurisdiction in place of Agencies and Instrumentalities like first respondent. Moreso, in the cases of present nature. Therefore, whether to absorb persons engaged on contractual basis in regular employment or not is a matter of policy which must be best left for consideration of first respondent. We cannot issue any directives to absorb the petitioners in regular service merely because they are working on contractual basis for number of years.

22. Mr. Singh has been unable to point out any statutory provision or a rule or regulation framed by first respondent which would enable petitioners to be absorbed or regularised in the employment. In the absence of any such provision, it will not be possible for us to issue any direction as that would amount to re-writing the terms of employment. Once it is held that there is no right to seek regularisation or absorption, then obviously it is not possible to grant any relief in that behalf. Additionally, we find that adequate material has not been placed on record pertaining to staffing pattern, periodical requirement and placement of medical officers by first respondent from time to time, to enable us to consider the request for absorption. It may be that a scheme of absorption is in contemplation. However, on this basis, we cannot exercise our power to issue prerogative writs to first respondent. In the absence of requisite details it is not possible for us to consider the request for absorption.

23. Now the question of issuing directions to revise/increase quantum of honorarium remain for consideration. We may straight way state that principle of "equal pay for equal work" cannot be pressed into service in the facts and circumstances of this case. There is much substance in the contentions of Mr. Cama that not only the source of engagement and employment is distinct but even status and duties of the petitioners and regular medical officers differ. By relying upon stray instances, it will not be possible for us to hold that petitioners'' case is identical to that of regular medical officers. Mr. Cama has pointed out to us the manner in which regular employees are recruited and engagement of Doctors on contractual basis. The terms of contract are settled and it is the choice of petitioners to apply and get engaged on those terms. The terms and conditions do not guarantee either absorption or regularisation in services nor parity of pay with regular staff. The contractual terms envisage payment of consolidated sum as honorarium. Therefore, the principles pressed into service are clearly inapplicable.

24. Once there is no parity in status and pay then it cannot be said by any stretch of imagination that the treatment to petitioners is either discriminatory or arbitrary. Petitioners'' status being not comparable, there is no question of discrimination. The two sets of doctors are not identically situate. Although, both are doctors by profession, recruitment on regular basis spells out employer-employee relationship. The masters-servant relationship envisages not just regulation and control but supervision of work as well. Petitioners engaged on contractual basis may be subjected to some degree of control and regulation as well as supervision, but it cannot be said that they cease to be private independent medical practitioners. Therefore, it cannot be said that there is equality and parity between them and regular medical officers. Therefore, all contentions claiming parity and equality in so far as pay package and other emoluments, benefits and allowances are concerned, must necessarily fail.

25. In the peculiar fact situation before us, it is not necessary to advert to the decisions of Supreme Court brought to our notice. In any event, law laid down therein is clear. For the purposes of applicability of both, namely equal pay for equal work and protection of Articles 14, 16 and 21, there must be some element of equality in nature of duties and emoluments. Once on facts it is demonstrated that there is no such equality, then it will not be possible to accept the plea of discrimination and violation of mandate of Articles 14, 16 and 21 of Constitution of India insofar as denial of benefits and allowances on par with regular medical officers.

26. However, we hasten to add that when petitioners are engaged on contractual basis by instrumentalities or agencies like first respondent, mandate of Articles 14, 16 and 21 must apply. It is well settled proposition that even in matters of contract, actions and decisions of authorities like first respondent ought be fair, just, reasonable and non-arbitrary. Merely because petitioners have signed the contracts and have bound themselves by the terms and conditions, they are not estopped from seeking revision or increase in the honorarium. What we find is that the petitioners are performing offshore duties. Petitioners and regular medical officers performing offshore duties are required to attend medical problems of employees engaged at such installations. It is not possible to accept the contention that the consolidated honorarium can in no case be revised or increased or that any such decision is solely of first respondent. Mr. Singh has in that behalf invited our attention to letters addressed by Additional Chief Medical Officer dated 28th December 1987 and 7th March 1998. Although, there is no material placed before us to substantiate the plea that petitioners are engaged on annual contract with a view to deprive them of status and benefits of permanency, yet, we are of the view that opinions in the notes and letters of officers of first respondent cannot be ignored atleast by them. Merely because we have turned down the plea of malafides and discrimination does not mean that first respondent can ignore the mandate of Articles 14 and 16 of Constitution of India in contractual matters or act unfairly.

27. In Central Inland Water Transport Corporation Limited and Another Vs. Brojo Nath Ganguly and Another, the Supreme Court has observed that authorities, agencies as well as instrumentalities like first respondent are bound by the aforesaid mandate. Their actions, therefore, have to be in conformity with the same.

28. Some of the petitioners have been working on contractual basis from 1987. First petitioner before us has obtained his MBBS degree in 1979. He worked for about two years as General Practitioner and thereafter for about five years as medical officer in Central Government Health Services, Mumbai. He responded to the advertisement issued by first respondent and was issued an interview call letter on 13th July 1987. Pursuant to that interview, he was engaged on contract basis on a consolidated sum of Rs.2,250/-per month and other terms and conditions. It is his grievance that he was assured that he would be absorbed in regular employment in

future. It is on that basis that he joined the services with effect from 12th October 1987. Thereafter, first petitioner was interviewed for the post of medical officer in 1992 but could not be selected. First petitioner has worked diligently, sincerely and with unblemished record. His contract has been renewed from time to time. Similar is the case of the second petitioner who has been engaged with effect from 12th October 1989. The third and fourth petitioners have joined subsequently but fact remains that they are engaged on contractual basis. It is undisputed that on 4th October 2000 decision was taken by first respondent to enhance the honorarium of persons like petitioners. We are informed that the quantum is now Rs.12,000/- per month. It is not as if that Honorarium has never been revised. It is not as if the first respondent has not undertaken periodical review and revision of the same.

29. In this behalf, first respondent would be well advised to abide and be guided by the observations of Supreme Court in the case of Jawaharlal Nehru Technological University Vs. Smt. T. Sumalatha and Others, . In para 9 this is what the Hon''ble Supreme Court has observed :

"9. Though the plea of regularization in respect of any of the fifth respondents cannot be countenanced, the respondent employees should have a fair deal consistent with the guarantee enshrined in Articles 21 and 14 of the Constitution. They should not be made to work on a meagre salary for years together. It would be unfair and unreasonable to extract work from the employees who have been associated with the nodal centre almost from its inception by paying them remuneration which, by any objective standards, is grossly low. The Central Government itself has rightly realized the need to revise the consolidated salary and accordingly enhanced the grant on that account on two occasions. That revision was made more than six years back. It is high time that another revision is made. It is therefore imperative that the Ministry concerned of the Union of India should take expeditious steps to increase the salary of the investigators viz. Respondents 1 to 4 working in the nodal centre in Hyderabad. In the absence of details regarding the nature of work done by the said respondents and the equivalence of the job done by them to the other posts prevailing in the University or the Central Government institutions, we are not in a position to give any direction based on the principle of "equal pay for equal work". However, we consider it just and expedient to direct Respondent 7 or 8, as the case may be, to take an expeditious decision to increase the consolidated salary that is being paid to Respondents 1 to 4 to a reasonable level commensurate with the work done by them and keeping in view the minimum salary that is being paid to the personnel doing a more or less similar job. As far as the fifth respondent is concerned, though we refrain from giving similar directions in view of the fact that the post is not specifically sanctioned under the Scheme, we would like to observe that the Central Government may consider increasing the quantum of office expenditure suitably so that the University will be able to disburse higher salary to the fifth respondent."

30. Although Mr. Singh wants us to determine and fix the quantum, we decline to do so for obvious reasons. We have no reason to suspect the intentions of first respondent. Moreso, when one revision vide circular dated 4th October 2000 has already been undertaken. It is not possible to accept the pleas of Mr. Singh that first respondent would continue to pay a low and meagre consolidated honorarium. It is inconceivable that first respondent will not act in accordance with the law laid down in the above decision. In this behalf we would reproduce the suggestions placed for our consideration by Mr. Singh. They read thus :

I. Consolidated salary of Medics be fixed at Rs.20,000/- per month for new entrants, with an increase of Rs.1,000/- per month per year of service. This increase comes to 5% per year, which was already accepted by ONGC vide a Circular No.61(73)/91-Estt.II (Medics) dated 9th January, 1997 (page 387 of the petition). This increase in salary may kindly be granted with effect from date of filing the Petition in the year 2000 or any other suitable date.

II. Those allowances paid to Medical Officers which are directly related to Off-shore work should necessarily be paid to the Medics also as these allowances are directly related to hardship associated with Off-shore duty. The said allowances are : (a) Hard duty allowances, (b) Drilling allowance, (c) Off-Shore compensation, (d) Shift duty allowance and (e) Conveyance Helibase.

III. In the event of any vacancy arising in Medical Officers, the existing Medics should be considered for the same by relaxing the recruitment age.

IV. Regularisation as Medical Officers may kindly be considered at least in respect of those Medics who are in service with ONGC for more than 10 years.

31. We have no hesitation in concluding that first respondent would adopt such remedial and corrective measures in the light of constitutional mandate and observations of Supreme Court reproduced above and consider revising the honorarium further. One Revision is made five years back but it would be advisable to undertake periodical revision in comparison with the hike in salaries of regular staff. In the absence of complete data and details pertaining to comparable employment, we should not undertake the task of revising the honorarium. We have no doubt that first respondent is aware of it''s obligations and duties as a model employer. It is aware of the fact that considering the prolonged period of engagement of medics a suitable policy of revision and increase of honorarium and other facilities should have been framed by now. Mr. Cama has assured that such exercise would be undertaken and we accept the same. As noted above, there is a letter addressed by the Additional Chief Medical Officer in December 1987 and March 1998. However, there is a revision made vide Circular issued in October 2000. Therefore, respondents should also consider as to whether a comprehensive scheme could be framed assuring not only periodical revision but also opportunity of regular employment. In this behalf, the apprehension of Mr. Singh is that in case

vacancies occur in regular posts of Medical Officers, petitioners would not be considered because they are over age. We have no doubt that respondents will consider even this aspect and take a suitable decision protecting the interests of petitioners and similarlys situated candidates. Mr. Cama has assured us that even this aspect will be looked into by first respondent.

32. In the light of the aforesaid all that we can do is to direct the respondent no.1 to consider the plea of petitioners of revision of honorarium as expeditiously as possible and preferably within a period of three months from today. It will be open for the petitioners to place before the first respondent such materials as they may be advised in support of their pleas of enhancement and revision of honorarium. We have no doubt that negotiations and discussions with representatives of medics would be held by first respondent before a final decision consistent with the constitutional mandate is arrived at by them. We leave the matter at this and say nothing more.

33. Before we conclude, we take note of one submission of Mr. Cama on the maintainability of this petition. It is based on an order passed by a learned Single Judge of this Court in a writ petition which was instituted by one of the medics whose name is listed at Exhibit-A to this petition. His plea was essentially for absorption as a medical officer on regular basis with consequential benefits. The learned Single Judge dismissed this writ petition on 22nd January 1996 and an appeal from the said decision also came to be dismissed by a Division Bench of this Court to which one of us (A.P. Shah, J.) is party. Mr. Cama submits that same issues are being agitated and canvassed in this petition and it is, therefore, barred by res-judicata. We are unable to accept this submission for obvious reasons inasmuch as not only this petition claims reliefs in the alternative for enhancement of honorarium but it is clear that a decision was reached in fact to enhance the honorarium which is also brought on record. Therefore, it is not that the reliefs are claimed on same pleas and on identical cause of action. That apart, considering the fact that both sides have addressed us elaborately on merits, it would be unfair to reject the petition on technical grounds.

34. In the result, we dispose of this writ petition with following directions :

A) Respondent no.1 shall consider the plea of petitioners of revision of honorarium and take suitable measures in that behalf as expeditiously as possible and preferably within a period of three months from today.

B) Respondent no.1 shall also consider the request of periodical revision or percentage of increase every year in comparison with the hike in salaries of regular staff (medical officers);

C) Respondent no.1 shall also consider the request for framing a suitable policy of revision and increase of honorarium and other facilities and benefits in relation to medics. Respondent no.1 shall also consider the petitioners in case any vacancy

occurs or if Additional posts of Regular Medical Officers are created and while doing so Respondent no.1 will relax the condition of age suitably, as petitioners are already working though, on contract basis.

D) It will be open for the petitioners to place before the first respondent such materials as they may be advised in support of their pleas of enhancement and revision of honorarium and other service benefits.

35. Petition disposed of. No order as to costs.