Oil And Natural Gas Corporation Ltd vs Petroleum Employees Union & Ors on 8 September, 2011

Author: S.C.Dharmadhikari

Bench: S.C.Dharmadhikari

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.6216 OF 2011

Oil and Natural Gas Corporation Ltd .. Petitioner

versus

Petroleum Employees Union & Ors .. Respondents

Mr.S.U.Kamdar, Sr.Advocate, Mr.G.B.Talreja & Ms.Pooja Patil &

Mr.Sahil Mallick i/by G.B.Talreja & Associates for the petitioner.

Mr.R.D.Bhat for respondent Nos.1 and 2.

Mr.T.R.Yadav i/by Mr.Abhay Kulkarni for respondent No.3.

CORAM : S.C.DHARMADHIKARI, J.

RESERVED ON : 22nd August 2011.

PRONOUNCED ON : 08th September 2011.

JUDGMENT:

. Rule. Returnable forthwith by consent. Respondents waive service. By this writ petition under Articles 226 and 227 of the Constitution of India, the petitioner Oil and Natural Gas Corporation Ltd, have challenged the Award dated 28th February 2011 passed wp6216-11.doc by the Presiding Officer, Central Industrial Tribunal No.II in Reference CGIT No.2/10 of 2003. By this Award, the learned Presiding Officer has allowed the reference and declared that the contracts between the petitioner and various contractors in respect of workmen covered by the reference and particularly, in List A and List B, are sham, bogus and mere camouflage. The Presiding Officer also declared that the workmen in these lists were absorbed as per the order of this Court and they are entitled to appropriate wages and other service benefits on par with the permanent workmen of the petitioner-Corporation. It is also held that the said workmen are entitled to the benefits of settlement dated 12th July 2000.

2 Mr.Kamdar, learned senior counsel appearing on behalf of the petitioner submits that the impugned Award is vitiated by a serious error of law apparent on the face of the record. The Tribunal has proceeded on an erroneous basis that the concerned workmen were absorbed as per the order of this Court. If the Tribunal had taken adequate care and had it perused the order of this Court in its entirety, it would have been clear to it that the direction of this Court wp6216-11.doc was interim in nature. That had no finality. That order was passed at an interlocutory stage and the main matter was pending. When the main matter was decided by this Court, it not only set aside the final order of the learned single Judge, but, vacated the interim order therein as well. It is against this order of the Division Bench of this Court, that the Union had approached the Hon'ble the Supreme Court of India and even the Supreme Court refused to interfere with it. If ONGC had agreed with the contentions raised by the concerned employees even before this Court, there was no occasion for making a reference. The reference itself was necessitated because the ONGC had not accepted the order passed by this Court in Writ Petition No.401 of 1996 with Writ Petition No.1240 of 1996 (Petroleum Employees Union and General Employees Association vs. ONGC and others) decided by the learned single Judge of this Court on 31st August 1996. The ONGC had filed an appeal against this judgment and order, being Appeal No.1285 of 1996 alongwith Appeal No.1286 of 1996. When these appeals were placed before a Division Bench of this Court on 20th January 1997, what the Division Bench directed was that until further orders, the petitioner before this Court, who was the original wp6216-11.doc respondent No.1 shall treat the workmen, who were in the services on the date of the interim order passed by the learned single Judge in the aforementioned writ petitions, as their direct employees from the date of the judgment of the learned single Judge, viz., 31st August 1996.

3 Mr.Kamdar submits that subsequently these appeals were heard by the Division Bench of this Court finally on 13th December 2002 and they came to be allowed. The order of the Division Bench is on merits and it squarely answers the very issues that have been framed and dealt with by the learned Judge in the said reference. It was argued on behalf of the concerned workmen that the judgment of the Hon'ble the Supreme Court in the case of Steel Authority of India and others vs. National Union WaterFront Workers and others reported in (2001) 7 SCC 1, overrules the earlier judgment of the Supreme Court in the case of Air India Statutory Corporation vs. United Labour Union, reported in (1997) 9 SCC 377. It was specifically argued that the workmen represented by the respondents have been already absorbed in services of the petitioner with all consequential benefits. Their status cannot be wp6216-11.doc disturbed.

4 Mr.Kamdar submits that the Division Bench did not accept this submission and held that if the contract labour had been absorbed in pursuance of direction which has been given effect to and has also become final, then, such absorption shall not be set aside, was the direction in the case of Steel Authority of India Ltd (supra). However, in the instant case though such direction had been given and implemented, it is pending the appeal. Therefore, it has not become final. Mr.Kamdar, therefore, submits that the very foundation of the direction of the Tribunal is an interim order passed by this Court and once that order cannot be relied on in the above facts and circumstances, then, the impugned Award deserves to be quashed and set aside on this ground alone.

5 Mr.Kamdar then submits that the Presiding Officer of the Labour Court had framed three issues. However, as far as issue Nos.2 and 3 are concerned, namely, whether the contracts between the petitioner-ONGC and the contractors employing the concerned workmen are camouflage or ruse and are not genuine, so also wp6216-11.doc whether the demand for concerned workmen for absorption in ONGC is legal and justified, have not been answered inasmuch as there is absolutely no discussion and reasoning on these issues.

There is no finding that the ONGC treated the concerned workmen as permanent workmen even otherwise. In such circumstances, according to Mr.Kamdar, the judgment of the Presiding Officer of the CGIT cannot be sustained and must be set aside.

Mr.Kamdar has invited my attention to the contents of an application made on behalf of respondent Nos.1 and 2 to this writ petition before the CGIT praying that additional issues be framed. It is submitted that once issue Nos.1 and 2, and particularly issue No.1 has been termed as infructuous or redundant by the employees/workmen at whose instance the reference was made, then, all the more the Tribunal could not have based its ultimate conclusion on an interim order and direction of this Court that has been completely misconstrued and misapplied the same in the facts of the present case. In support of his submissions Mr.Kamdar places strong reliance on the order passed by the Division Bench of this Court in Appeal No.1285 of 1996 and wp6216-11.doc 1286 of 1996 and the judgment of the Hon'ble Supreme Court in the case of Steel Authority of India (supra).

7 On the other hand, Mr.Bhat appearing on behalf of the respondent-Union submits that the entire Award is based on the admissions of the petitioner-ONGC. It is erroneous to urge that the Award is essentially founded on the interim orders of this Court. On the other hand, if the entire Award is

perused, it would be apparent that it is not just based on the act of the ONGC in treating the concerned workmen as fully absorbed in its service and, therefore, permanent, but, also on the other materials produced including a notification dated 8th September 1994 abolishing contract labour in the establishment of the petitioner.

8 Mr.Bhat has strongly relied on the notification dated 8th September 1994, a copy of which is at Annexure A to this writ petition and it was also an exhibit before the Labour Court. He submits that with effect from the date of publication of this notification, the Central Government has abolished contract labour in various works specified in the Schedule annexed to this wp6216-11.doc notification. Mr.Bhat, therefore, submits that once this notification was in force, then, it cannot be argued that the ONGC has treated all the concerned workmen as only contract labour. Mr.Bhat submits that while it may be true that the Division Bench overrules the judgment of the learned single Judge of this Court which was in favour of the concerned workmen, yet, all that the Division Bench holds that whether these workmen were absorbed and as such continued, pursuant to the order of the High Court, is a question of fact which cannot be gone into in writ jurisdiction. Therefore, that issue was left open and a reference was directed to be made. That is how the direction of the Division Bench has been treated by the Hon'ble Supreme Court, when the workmen challenged the said Division Bench judgment before the Hon'ble Supreme Court by filing Special Leave Petitions (Civil) Nos.301/2003 and 303/2003. In these circumstances, it is not as if the reference cannot be answered on these materials. He, therefore, submits that the petition be dismissed.

9 With the assistance of the learned counsel appearing for the parties, I have perused the petition and annexures thereto wp6216-11.doc including the impugned Award. The admissions that are relied upon by the Tribunal have been recorded in evidence that was led by the parties before the Presiding Officer of the Central Government Industrial Tribunal. That the Tribunal has answered each of the issues, is clear from its judgment. The application for deletion or framing of additional issues filed by the concerned Unions is of no relevance inasmuch as it was not as if these Unions prayed that all issues framed have become redundant. In this case, what has been referred for adjudication, is a dispute. The terms of reference are clear inasmuch as the order in that behalf passed by the Government of India, Ministry of Labour dated 27th February 2003 is perused, that would make it apparent that the issues have to be in consonance therewith. It is also clear that the issues framed were in consonance with the said order of reference and they have been answered accordingly. For all these reasons, when disputed questions of fact are raised and even the Supreme Court's judgment in the case of Steel Authority of India (supra), has protected workmen who are placed on par with those involved in the subject reference, then, this Court should not entertain this writ petition, but, proceed to dismiss it.

wp6216-11.doc 10 In the Statement of Claim, the workmen stated that the petitioner-ONGC has deprived them of the status of direct, regular and permanent workmen of ONGC by adopting unfair methods.

They are not conferring the same privileges and benefits as other permanent workmen. After setting out the nature of their duties, it has been stated that the work that has been assigned and carried out

by them, is of perennial and permanent nature. That work was assigned by the petitioner itself. It is a work and a job which is directly connected and concerned with the main activity of ONGC. It has been stated that allocation of job, fixing of duty hours, posting from one place to another and examination of job which they attend to, was supervised by the Officers of the ONGC. Even the details and other requirements for discharging the work assigned to them were provided and accounted by ONGC. Their attendance, shift duties record and over time work was also observed and maintained by the Officers of the petitioner-ONGC. In other words, these workers were employed for attending work of the management and were working under their control and supervision.

The contractors were mere name lenders. They used to come once wp6216-11.doc in a month for signing some papers which were kept ready by the management. After signature, they received cheques against their bills.

11 Pertinently, it was asserted that monthly salary and wages of these employees were calculated and disbursed by the Officers of the petitioner-ONGC. Their leave records and accounts were maintained by the Officers and staff of the petitioner. Thus, the petitioners were charged with discrimination by urging that the concerned workmen were doing the same work and attending the same jobs which were being attended and performed by the regular and permanent employees of the petitioner-ONGC.

12 Reliance was placed upon certain developments which resulted in filing of a writ petition by Transport and Dock Workers Union being Writ Petition No.2185 of 1991 seeking directions to the Central Government to decide the issue as to whether employment of contract labour in the establishments of the petitioner is prohibited by the Contract Labour (Regulation and Abolition) Act, 1970. This Court passed an order and, therefore, the Central wp6216-11.doc Advisiory Contract Labour Board constituted a Special Committee to study the jobs of contract labour in the establishment of the petitioner-ONGC. The Committee carried out a study and submitted its report to the Board. The Board in turn considered the said report and forwarded its recommendations to the Central Government.

The Central Government thereafter independently applied its mind and finally issued a notification dated 8th September 1994 prohibiting employment of contract labour in the various works specified in 13 categories of operations carried out in the establishment of the petitioner-ONGC. This notification is issued under section 10(1) of the Act.

13 It is pertinent to note that there is no challenge to this notification nor its issuance is disputed in this case. Therefore, to my mind, Mr.Kamdar is not right in arguing that the impugned Award is based only on the interim order of this Court in two writ petitions which were filed by the respondents-Unions against the ONGC. In fact, in addition to the materials arising out of filing of the writ petitions and the orders thereon, the Presiding Officer had before him this notification of the Central Government. This wp6216-11.doc notification included the jobs and works which were carried out by the concerned workmen. Hence, the effect of this notification in law was also a relevant and germane issue. In such circumstances, in the Statement of Claim it was alleged that

after issuance of this notification, there was no scope for the petitioner to continue this contract labour system in their establishment. Yet, to by-pass this notification and to deprive the concerned workmen of the benefit of permanency and regularisation, that the management continued the policy and engaged contractors. If in the light of the admitted facts with regard to their employment, the notification applied with full force, then, the policy was unfair, arbitrary, illegal and violative of the constitutional mandate, is the allegation in the Statement of Claim.

14 In answer to such Statement of Claim, a written statement came to be filed by the petitioner-ONGC/first party. While raising the issue of maintainability and denying the contents of the said Statement of Claim without prejudice to the preliminary objection what has been alleged by the petitioners in paras 28 to 30 is as follows:

> wp6216-11.doc "28 Without prejudice to rights and contentions of ONGC in the pending two appeals which were admitted, pursuant to interim order dated 20th January 1997 passed by Division Bench pending final hearing of the appeal, the ONGC was required to terminate the contracts entered between the ONGC and the concerned contractors under which they were engaged in the purported 13 prohibited categories and treat the said contract workers as direct employees as contemplated in the interim order. The contractors stood removed from the scene. The contract workmen continue to do the same work and job which they were doing before the exit of the contractors from the scene. The contract workmen continue to get same wages and benefits which they were getting earlier from the contractors. In the circumstances, the ONGC was required to take action and issue communication to the concerned contracts informing them that their contract stood terminated with effect from 1.4.1997 so as to avoid the charge of contempt of court against ONGC.
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> 29 The ONGC took the said action in the facts and circumstances then prevailing in a bonafide manner by way of abundant caution and the precautionary measures and therefore such action taken in the matter to save itself from the charge of contempt of court cannot be said to be an act of regularization of such contract workmen in the employment of ONGC, more particularly when such directions were carried out pending appeal and had not become final as observed in the judgment of Hon'ble Supreme Court in the case of Steel Authority of India.
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> 30 The ONGC did not extend pay scales and benefits of regular employees to contract workmen. The learned single Judge in the operative part of the judgment had directed the ONGC to determine the complement of different categories of workmen mentioned in the notification dated 8th September 1994. It has further wp6216-11.doc directed that with effect from 1st April 1997, such number of workmen from amongst the then contract workmen determined as the require complement, shall stand as absorbed as regular workmen in the employment of the ONGC and that upon absorption into service of the ONGC, the concerned workmen shall be extended all employment and condition of the service as are applicable to the workmen of corresponding department in the establishment of ONGC. It further directed that if

> any workmen from amongst the then existing contract labour were found surplus to the requirement in any category the ONGC shall discharged such workmen after complying with the provisions of chapter VB of the Industrial Disputes Act, 1947."

Thus, it was the case of the ONGC that there was no regularisation of the contract workmen. The ONGC did not extend pay scales and that it was merely abiding by the interim directions of this Court.

15 This appears to be the stand in the two written statements filed on behalf of the petitioner. During the course of the proceedings, both sides examined witnesses. On behalf of the workmen, one Jitendra P. Naik filed his affidavit in lieu of examination in chief and his deposition is consistent with the stand of the workmen in their statement of claim. Mr.E.M.Ravindran, employee of ONGC also filed his affidavit in lieu of examination in chief. In the cross-examination of this witness (Mr.Ravindran), what wp6216-11.doc has come on record is that when he was initially engaged, there was a contractor, but, he is getting dearness allowance and salary scale as per real employee of ONGC. He is getting 21 days leave salary whereas, ONGC employees get 30 days leave. Thus, it is true that in the depositions of these witnesses the discrimination between two set of employees could not be conclusively established.

However, as far as the ONGC is concerned, one Subhash Ramdas Kurup filed his affidavit in lieu of examination in chief and it was stated therein that the ONGC has not absorbed and regularised the services of the concerned workmen. They are not in the regular and permanent employment of the ONGC and ONGC has not extended wages and service conditions, benefits of regular permanent workmen to the persons mentioned in Exhibit A and Exhibit B to the order of reference. Thus, all that has been done is to abide by interim orders of this Court. As far as the workmen in the radio related jobs are concerned, affidavit of one Rajbihari Chuggamal Bajaj was filed. He has been cross-examined and in his cross-examination this is what is stated:

> wp6216-11.doc "65 Since 1981, I was working with ONGC. I know all employees who are concerned with radio related job involved in the reference from last 3 years. Not true to say that, without radio related job ONGC cannot function.

It is true that employees involved in this reference are assigned job which is related to me i.e of Sr.Marine Officers. It is true that while relieving the Sr.Marine Radio Officer these employees involved in the reference are doing the same job (witness volunteers that, but without having supervisory control). There is consistent radio communication between ships and offshore between helicopter and platforms, between platform and offshore and between platforms. At Helibase, Nhava, Hazira radio communication take place 24 hours without break. It is true that out of 21 radio job related workmen in this reference, 14 are assigned duties offshore one at helibase, four at Hazira, one at Nhava. It is true that one is engaged for relieving offshore and base. I do not know whether Marine Management Department was established somewhere in 1974.

> Q: Whether Marine Management Department does work of radio activities?

A: No.

It is true that, I am immediate supervisor of radio related workmen involved in this reference and Controlling Officer is DGM (E & D). It is true that, I am not part of decision taking authority in relation to giving contracts. It is true that by notification dated 8/9/1994 category of Radio Operators was abolished. Not true to say that even thereafter, ONGC was giving contract continuously regarding work of radio operators. I do not know whether after abolition of wp6216-11.doc contract by notification dated 8/9/1994, this type of contract was continued till 31/3/1997 by ONGC. Not true to say that, without services of radio operators, ONGC could not have continued its activities. It is true that from 1/4/97, ONGC engaged workers involved in this reference as direct employees. It is true that after 1/4/97 ONGC is having direct relation with these employees involved in the reference.

These workers are paid MOU wages. I am not aware whether said MOU was decided directly by ONGC consulting with workers and without mediation of contractor. I am not aware goodwill package was offered by ONGC has taken on deputation one radio officer from Shipping Corporation of India in addition to permanent radio officers and radio officers concerned in this reference. I am not part of contract awarding process. I am drawing salary of Rs.75,000/- p.m approximately. At present radio officer who is direct employee is getting salary of Rs.10,400/- p.m at base and Rs.13,000/- offshore. It is true that, direct employees are not extended medical facility which is extended to employee like me. ..."

17 Similar affidavits came to be filed so as to deny the claim of the workmen working with HR/establishment section. In the cross-examination of the witness G.Rajendra Pillai, there is a clear admission that the workmen involved in the reference are working under direct control of Officer of the ONGC alongwith permanent workers of the ONGC. It is also admitted that disciplinary action was taken against the workmen involved in the reference by ONGC. It is also stated that the ONGC is maintaining separate wp6216-11.doc attendance card and salary register of the workmen involved in the reference and further it is true that the workers involved in reference are attending work in ONGC, without contract.

18 It is upon this material, that the learned Presiding Officer has referred to paras 31 to 35 of the written statement (Exhibit 21) and held that though direction was given by this Court and which is by way of interim relief, however, the ONGC has treated the workmen concerned as their direct employees by removing the contractors. The act of absorption has reached finality. There is a clear admission on the part of the ONGC that contractors were removed and workers were treated as their direct employees.

Therefore, issue No.1 was answered in the affirmative by relying on the admissions which are produced above.

19 As far as issue Nos.2 and 3 are concerned, it has been held and in my opinion rightly, that the contract labour stood abolished. It is clear that though the contractors were changed, the same workers are working for number of years. The work that is carried out by them and job performed is regular and perennial in nature. It may be that after the notification, the petitioner continued wp6216-11.doc these workmen as contract labourers, but, there is an admission in the cross examination of the witness of ONGC Mr.S.R.Kurup that there is no difference in working of direct employees and contract employees and that agreement with the Unions in the form of Memorandum of Understanding giving more benefits and wages was applied to even the concerned workmen, without intervention of the contractors. Thus, by referring each of the depositions, the Tribunal in paras 29 to 33 of the impugned order held that the workmen involved in the reference are working under direct control of the Officers of ONGC alongwith permanent workers of ONGC. If such is the case and it is not merely because of the interim orders of this Court that this position is prevailing, but, the fall out of the notification abolishing contract labour has been noted, that I am of the opinion that there is no perversity in the findings of the Presiding Officer. Mr.Bhat is, therefore, right in his contentions that if the entire impugned order is perused, then, it is not as if merely relying upon the interim order that the issues have been answered in the affirmative. Issues have been answered in the affirmative by taking into account the pleadings as also evidence led by parties. It is on the basis of this material including the written arguments that wp6216-11.doc the learned Presiding Officer concluded that the contracts between the ONGC and various contractors in respect of workmen in List A and List B are sham, bogus and camouflage and that these workmen were absorbed and they are entitled to wages in appropriate scale and other service benefits available to the permanent workers of the management as per settlement dated 12th July 2000.

As far as this aspect is concerned, this is certainly a development post the interim order by this Court. The settlement has also been referred to by the witnesses examined on behalf of the ONGC. Specific questions were put to them with regard to the benefits flowing from this Memorandum of Understanding/settlement. The witnesses have very clearly stated that the Memorandum of Understanding giving more benefits and wages to the workmen has been executed. Thus, there is an agreement with the Unions. It is also admitted that the Memorandum of Understandings were entered into without contractors. In these circumstances, when the benefits were given and extended to all employees including the workmen in List A and wp6216-11.doc List B, then, the Tribunal was right in directing the ONGC to pay allowances and other benefits including arrears as applicable to permanent workers of ONGC to the workmen covered by the reference. There is no error in directing that these benefits should be paid from their respective initial appointments.

21 In this behalf, Mr.Bhat is right in placing reliance on the judgment of the Hon'ble Supreme Court in the case of Steel Authority of India Ltd (supra). While summarising the conclusions, the Hon'ble Supreme Court holds that its judgment in Air India Statutory Corporation Ltd (supra), stands overruled prospectively.

Any direction issued by any industrial adjudicator/any Court including the High Court for absorption of contract labour following the judgment in Air India case, shall hold good and that the same shall not be set aside, altered or modified on the basis of this judgment in cases where such a direction has been given effect to and it has become final. The only controversy was, whether the

order passed in the present case by this Court has attained finality.

Assuming that it had not attained finality as the judgment of the learned single Judge was overruled and reversed in appeal by a wp6216-11.doc Division Bench and which judgment of the Division Bench stood confirmed by the Supreme Court, yet, from a perusal of the materials, it is clear that the ONGC has throughout treated the concerned workmen on par with their permanent employees by assigning them duties and directing them to perform the work which is perennial and regular in nature. Thus, they have been treated alike throughout. It is not just because of the interim orders of this Court, but also by virtue of the notification which was issued in the case of this very petitioner-ONGC, that the ONGC acted accordingly.

22 The oral and documentary evidence on record has been considered, and on scrutiny thereof, the conclusion as aforenoted has been reached. This conclusion is also consistent with that reached by the Supreme Court in its judgment rendered in the case of Steel Authority of India Ltd (supra). The Supreme Court holds that on issuance of prohibition notification under section 10(1) of the Control Labour (Regulation and Abolition) Act, 1970, prohibiting employment of contract labour or otherwise any industrial dispute brought before it by any contract labour in regard to conditions of wp6216-11.doc services, industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance with various beneficial legislations so as to deprive the workers of the benefit thereunder. If the contract is found to be not genuine but a mere camouflage, the so called contract labour will have to be treated as employees of the principal employer who shall be directed to regularise the services of the contract labour in the establishment concerned subject to the conditions as may be specified by the industrial adjudicator for that purpose.

23 It is on the touchstone of this conclusion that the reference has been considered by the CGIT. Therefore, it is erroneous to suggest that the order passed by the Tribunal is only based on the interim directions of this Court issued in favour of the concerned workmen. Once such is the conclusion reached, then, there is no merit in the contentions of Mr.Kamdar and they would wp6216-11.doc have to be rejected.

24 In this behalf, the recent observations of the Hon'ble Supreme Court in the case of Bhilwara Dugdh Utpadak Sahakari Sanstha Ltd Vs. Vinod Kumar Sharma (dead) by legal representatives and Ors (Civil Appeal No.2585 of 2006) decided on 1st September 2011 are extremely relevant in the context of the present controversy. The Hon'ble Supreme Court holds thus:

> "In order to avoid their liability under various labour statutes employers are very often resorting to subterfuge by trying to show that their employees are, in fact, the employees of a contractor. It is high time that this subterfuge must come to an end.
>
> Labour statutes were meant to protect the employees/workmen because it was realised that the employers and the employees are not on an equal bargaining

> position. Hence, protection of employees was required so that they may not be exploited. However, this new technique of subterfuge has been adopted by some employers in recent years in order to deny the rights of the workmen under various labour wp6216-11.doc statutes by showing that the concerned workmen are not their employees but are the employees/workmen of a contractor, or that they are merely daily wage or short term or casual employees when in fact they are doing the work of regular employees.
>
> This Court cannot countenance such practices any more. Globalization/liberalization in the name of growth cannot be at the human cost of exploitation of workers."

. It is unfortunate that like private employers even Public Sector Undertakings and Government Corporations/companies as in this case are adopting such methods. After these observations, it is hoped that all concerned will give up such practice.

25 As a result of the above discussion, the writ petition fails and it is dismissed. Rule is discharged but without any order as to costs.

(S.C.DHARMADHIKARI, J)