(2022) 05 J&K CK 0018

In the Jammu And Kashmir High Court

Case No : Writ Petition (C) No. 267, 610, 713, 2410, 2896 Of 2021(O&M)

M/S New Jhelum Construction Company APPELLANT

Vs

Union Of India And Others RESPONDENT

Date of Decision : 09-05-2022

Acts Referred:

Citation : (2022) 05 J&K CK 0018

Hon'ble Judges : Rajnesh Oswal, J

Bench : Single Bench

Advocate : M. K. Bhardwaj, Gagan Deep Sharma, Gagan Kohli, Vishal Sharma

Final Decision : Dismissed

Judgement

Rajnesh Oswal, J

1. On joint request, all the petitions were taken up together for final disposal/ consideration.

2. The petitioner claims to have executed number of contracts both for the Government of Jammu and Kashmir as well as for Border Road organisation (hereinafter BRO), over a period of time. The petitioner has mentioned various contracts executed by the petitioner for the Government of Jammu and Kashmir, as also for the Border Road Organisation. It is along with connected matters stated that the tenders No. CE(P) DPK-10 of 2019-20, dated 29.11.2019, and CE(P) DPK-11 of 2019-20, dated 29.11.2019, came to be floated by the respondents and the petitioner being eligible on all counts participated therein by submitting its tenders and in respect of certain plant/machineries as to its availability, tax invoices were obtained from concerned agencies for procurement of plant and machinery to be utilised for execution of work, in case of allotment of contract. The requirement of the said documents arose on account of condition No. 6.3.1 of tender document, however, the said tenders of the petitioner were not accepted, regarding which suitable action came to be taken by the petitioner firm. This, however, did not find favour with the authorities, as is evident from

the communication dated 27.01.2020, wherein the rejection of the tender has been held to be valid. The petitioner realizing that inadvertently some documents have been uploaded which were not relevant so far as tenders in question were concerned, accordingly informed the respondents vide communication dated 05.02.2020, that the petitioner no longer intends to participate in the tender that may be deemed to have been closed together with the withdrawal of the writ petitions filed by the petitioner before the High Court of Himachal Pradesh at Shimla, apprehending rejection of the tenders. Since the respondents were asking for uploading of the deficient documents and not accepting the documents submitted by the petitioner, vide communication dated 19.05.2021 and 07.06.2021, the petitioner informed the respondents that similar documents in respect of other bidders have been taken into consideration. Yet vide communication dated along with connected matters 05.06.2021, these documents and reasons for placing reliance thereupon were not accepted by the respondents and appeal was rejected on this ground. As the respondents were adopting partisan role in respect of acceptance of bids, the petitioner was constrained to file a complaint before the Chief Vigilance Officer, vide communication dated 17.06.2021, which came to be confirmed by the petitioner in terms of communication dated 16.08.2021. It is also stated that it appeared to be a turning point in the entire case as respondents, in particular respondent No. 4 took it as personal issue and vide communication dated 16.08.2021, issued a show cause notice calling upon the petitioner why action be not taken against him for submitting the forged/fake documents. This communication came to be issued only after the petitioner approached the office of Chief Vigilance Officer against biased role of the respondents in scrutiny of the tender bids. The said show cause notice came to be replied by the petitioner vide reply dated 13.09.2021 and 17.09.2021. However, without appreciating facts in correct perspective and only as a vendetta, order impugned dated 18.10.2021 came to be issued by the respondents whereby a severe penalty of banning the petitioner for a period of 18 months in participating the bids, came to be issued.

3. The petitioner being aggrieved of the order dated 18.10.2021 (hereinafter to be referred as the order impugned) by virtue of which the petitioner has been barred for a period of 18 months from participating in any tender from the date of issuance of this order, has filed the present petition thereby challenging the order impugned on the following grounds: along with connected matters

(i) That the order impugned is actuated with malice on behalf of the respondents and particularly respondent No. 4 as the same was issued only when the petitioner approached the vigilance officer for looking into the matter, raising serious issues against the conduct of the respondents.

(ii) That on no occasion, any fake or forged documents were placed on record or uploaded and therefore very edifice of the action of the respondents is demolished. The petitioner had placed on record bill invoices of plant and machinery required for the execution of the work to be purchased after allotment of work and on realization that these documents are not favouring the requirement of the tender, the petitioner showed his inability and reluctance to participate in the said tender which was deemed withdrawn.

(iii) That the order impugned has not been passed by the competent authority i.e. the Principal /Owner in terms of integrity agreement forming part of the tender.

(iv) That the integrity agreement has lived its life being valid only for a period of six months, therefore, no action in terms thereof could have been taken against the petitioner.

(v) That the action is highly disproportionate as no benefit has been drawn so the respondents have no justification in passing the order impugned.

4. The petitioner has placed on record the tender documents, the order impugned, the NITs, integrity agreement, the show cause notices and also the replies submitted by the petitioner as well as the other communications.

5. The response stands filed by the respondents in which it has been stated that the writ petition is not maintainable as the petitioner is guilty of submission along with connected matters of false affidavit dated 06.12.2019, along with technical bid claiming ownership of critical equipment and thereafter, knowing fully well about the same to be based on false facts, submitted fake and forged documents to substantiate its claim for securing a contract for financial gain. The petitioner has committed the breach of trust as reposed in every Enlisted Contractor registered with the respondents. It is stated that two tenders as mentioned above were floated and as the work required to be executed under the said tenders was of strategic nature and was to be executed in a hilly and difficult terrain, thus the contractor submitting tender was required to own critical equipment for being technically qualified, entitling it for opening of the financial bid. The said critical equipment have been mentioned in clause 6.3.1, in which the description of equipments/plant/vehicle has been mentioned as HMP min 40-60 TPH, Stone Crusher-cum-screening plant (min 40 TPH), WMM Plant (04 Bin Type) Dumper/Tipper min (8-10 Cum capacity), Motor Grader, Mechanical paver, Tandam Vibratory Roller (8-10 Capacity), Static Roller, Soil Compacter. The petitioner substantiated his claim with regard to ownership of critical equipment by filing an affidavit dated 06.12.2019, along with the technical bids. On careful scrutiny by the Technical Evaluation Committee, the technical bids of the petitioner were found deficient, as required documents were not uploaded by the petitioner, therefore, vide communication dated 30.12.2019, the petitioner was intimated about the shortfall of the documents, so as to afford an opportunity to the petitioner to remove the deficiencies, so that the bids along with connected matters submitted by the petitioner may be considered. In response to the letter dated 30.12.2019, the petitioner vide letter dated 02.01.2020, uploaded its reply along with the Tax invoice No. 13/2018-19, dated 20.05.2019, allegedly issued by M/s Meghal Road Equipments, regarding purchase of HMP-60 THP and Bill No.

KVEW/341/14, dated 15.05.2017, regarding purchase of Soil Compacter on the portal meant for uploading the requisite documents. The said reply along with the documents was opened on 07.01.2020. On scrutiny of the documents, the Technical Evaluation Committee entertained doubt about the authenticity of the said bills of purchase of equipments uploaded by the petitioner. In order to clarify the doubt, letter dated 07.01.2020, was sent by the Technical Evaluation Committe to the vendor of said tax invoices, submitted by the petitioner, alleged to have been issued by the M/s Meghal Road Equipment. In response to the same, M/s Meghal Road Equipment, vide its letter dated 07.01.2020, categorically stated that the Bill No. 13/2018-19 dated 20.05.2019, has not been issued by M/s Meghal Road Equipment and the said bill is fake. The said fact was supported by actual tax invoice No. 13, dated 19.05.2019, along with the connected E-way Bill and Bilti, which were sent to the respondents through e-mail and the said bill actually was reported to have been issued to the firm namely R. P. Infrastructure Pvt. Ltd. situated at Agra (U.P) and not to the petitioner. The above said manufacturer also sent a letter dated 07.01.2020, duly certifying that as per their record Bill No. 30/2019-20, along with the above mentioned supporting documents was issued to the M/s R. P. Infrastructure Pvt. Ltd. along with connected matters Similarly a letter was sent to M/s KV Engineering Works to verify the authenticity of the Bill No. KVEW 341/14, dated 15.05.2017. In response to the same, said M/s KV Engineering Works intimated vide letter dated 08.02.2020, that the said bill has not been issued by them. The said communication was supported by an affidavit dated 05.02.2020. Although the verification letter dated 08.02.2020 was received subsequently, but the petitioner kept silence with regard to forgery of the said documents. Consequent upon receipt of the above mentioned letters and documents, the Technical Evaluation Committee prepared assessment sheet and recommended rejection of the technical bids of the petitioner on the ground that the above mentioned Bill No. 13 submitted by the petitioner is fake and fabricated and the said recommendation was uploaded on the CPP Portal on 08.01.2020. In the meanwhile, the petitioner sent reply through E-mail dated 06.01.2020, which was never uploaded on CPP Portal as required under Clause 6.2.3 of the tender documents, but the same was downloaded on 09.01.2020,i.e. after the receipt of appeal to the Next Higher Engineering Authority dated 08.01.2020, and representation dated 09.01.2020. Due to appeal and representation by the petitioner against the rejection of the technical bid, the scheduled time of opening of the Q-Bid was postponed and the T-Bid of the tender in question was again put up to the Evaluation Committee for further decision. The meeting of the Technical Evaluation Committee was again convened on 10.01.2020, and the additional documents submitted by the petitioner through e-mail dated 06.01.2020, were also scrutinized. On scrutiny of the documents submitted along with connected matters by the petitioner, it was held by the Technical Evaluation Committee that the said bills were not meeting the requirement, besides were neither self-attested nor attested by the Gazetted Officer/Public Notary. The petitioner has neither submitted the plant wise details mentioning the capacity nor a bill for an assembled plant as whole equipment. The lose parts in the bill do not specify any capacity and the capacity of the plant so built through these parts cannot be said to be of the required capacity as per the tender, i.e. 40-60 TPH. In the said meeting of the Technical Evaluation Committee, the submissions made by the petitioner in appeal dated 08.01.2020, were also taken into consideration and it was held that the Bill No. 13, as mentioned hereinabove, was certified to be fake by the manufacturer firm and the contention of the petitioner that there is some clerical mistake in the same is not tenable. The petitioner failed to submit any document to prove that Bill No. 13, as reported was not fake or forged, but tried to mislead the authorities by submitting other bills of lose parts and plant. Thus the technical bid of the petitioner was rejected by the Technical Evaluation Committee as the petitioner tried to mislead the authorities by submitting fake and forged documents. The rejection of the technical bid of the petitioner was challenged by the petitioner by filing a writ petition before the High Court of Himachal Pradesh wherein serious baseless allegations were levelled by the petitioner against the senior functionaries of respondent department. A prayer of the petitioner for grant of interim relief was rejected and thereafter respondents also filed objections to the said writ petition. The petitioner finding itself unable to justify the illegality, opted along with connected matters for withdrawal of the said writ petition. All the facts and circumstances and conduct of the petitioner were brought to the notice of the Enlisting Authority i.e. Director General, Border Roads Organisation, for intimation of appropriate action for submitting false/ fake/forged documents vide letter dated 12.05.2020.Due to spread of Covid 19 Pandemic, the said matter could not be taken up by the competent authority, as during that period only urgent work requiring immediate attention could be attended to and on normalisation of the situation, the said matter was taken up for consideration by the competent authority and show cause notice dated 16.08.2021, was served upon the petitioner. It is also stated that initiation of action against the petitioner vide show cause notice dated 16.08.2021, has no relevance to the alleged act of submission of complaint, claimed to have been submitted by the petitioner with the Chief Vigilance Officer.The detailed reply was submitted by the petitioner, wherein the factum of the Tax invoice submitted by the petitioner to be fake and forged was not denied but was claimed to have been submitted by mistake, however, no explanation with regard to Bill No. KVEW 341/14 dated 15.05.2017, being fake/forged was submitted by the petitioner, which makes it clear that firstly a false affidavit was submitted and subsequently to substantiate the claim made in the affidavit, fake/forged documents were submitted.

6. Thereafter, taking into consideration clause 2(d) and 3(a) of the integrity agreement and conditions of Enlistment Criteria particularly Para 14 of the Application for Enlistment submitted by the petitioner, the order impugned along with connected matters was passed by the competent authority, after affording reasonable opportunity of being heard to the petitioner to defend itself.

7. Mr. M. K. Bhardwaj, learned senior counsel appearing on behalf of the

petitioner vehemently argued that the order impugned is actuated with malice and for one and a half year, no action was taken by the respondents and it was only when the petitioner confirmed his complaint with the Chief Vigilance Officer on 16.08.2021, show cause notice was issued to the petitioner. He further argued that the respondents had no jurisdiction to pass the order impugned from the date of issuance of the said order and rather it should have been from the date when the tender of the petitioner was rejected. He further argued that order impugned has not been passed by the competent authority. Mr. M. K. Bhardwaj, learned senior counsel has placed reliance upon a judgment reported in 2004 (1) S.L.J 1.

8. Per Contra, Mr. Vishal Sharma, learned ASGI vehemently argued that the petitioner is guilty of submitting forged documents for the purpose of obtaining the contract for the works regarding which tenders were floated by the respondents. He further argued that order impugned has been passed after affording due opportunity of being heard to the petitioner and the same has been passed by the competent authority in terms of clause 2(d) and 3(a) of the integrity agreement and as per Para 14 of the Application of the Enlistment as contractor. He also submitted that the approval order dated 10.08.2017 also vests with the respondents the right of not to issue the tender form in any particular case and also to suspend, remove or blacklist the petitioner's name from the BRO list of contractors in the event along with connected matters of submission of non-bona fide tenders or other delinquency. He further argued that merely a complaint was confirmed on 16.08.2021 and the show cause notice was issued on same date, would not mean that the proceedings were initiated with malice, particularly when there was admission on the part of the petitioner that wrong documents were furnished by the petitioner. He further laid stress that the action could not be taken against the petitioner for a period of one and half year because of the Covid 19 Pandemic and it was only when the situation was normalised, the proceedings were initiated and the order impugned was passed. He also urged that the respondents have taken lenient view by debarring the petitioner for 18 months, as the petitioner could have been barred forever.

9. Heard learned counsel for the parties and perused the record.

10. Before appreciating rival arguments of the parties, it is apt to mention here that while exercising the power of judicial review, thereby examining the validity of the order of blacklisting/debarring the contractor from participating in future contracts, the court is required to consider as to whether opportunity of being afforded has been afforded before the issuance the order of "Blacklisting or Debarring", further whether there is arbitrariness in the said decision and lastly the proportionality. If the order of blacklisting/debarring qualifies the above tests, then there is no scope for interference with the said order as the court is not supposed to act as court of appeal while examining the validity of the said order. Apex Court in Kulja Industries Ltd. v. Western Telecom Project BSNL, reported in (2014) 14 SCC 731 has held as under: along with connected matters

"16. A literal construction of the provisions of Paras 31 and 32 extracted above would mean that the power to disqualify or blacklist a supplier is available to the purchaser only in the three situations enumerated in Paras 31 and 32 and no other. Any such interpretation would, however, give rise to anomalous results. We say so because in cases where a supplier is found guilty of much graver offences, failures or violations, resulting in much heavier losses and greater detriment to the purchasers in terms of money, reputation or prejudice to public interest may go unpunished simply because all such acts of fraud, misrepresentation or the like have not been specifically enumerated as grounds for blacklisting of the supplier in Paras 31 and 32 of the tender document. That could in our opinion never be the true intention of the purchaser when it stipulated Paras 31 and 32 as conditions of the tender document by which the purchaser has reserved to itself the right to disqualify or blacklist bidders for breach or violation committed by them. If the bidders who commit a breach of a lesser degree could be punished by an order of blacklisting there is no reason why a breach of a more serious nature should go unpunished, be ignored or rendered inconsequential by reason only of an omission of such breach or violation in the text of Paras 31 and 32 of the tender document. Paras 31 and 32 cannot, in that view, be said to be exhaustive; nor is the power to blacklist limited to situations mentioned therein.

17. That apart, the power to blacklist a contractor whether the contract be for supply of material or equipment or for the execution of any other work whatsoever is in our opinion inherent in the party allotting the contract. There is no need for any such power being specifically conferred by statute or reserved by contractor. That is because "blacklisting" simply signifies a business decision by which the party affected by the breach decides not to enter into any contractual relationship with the party committing the breach. Between two private parties the right to take any such decision is absolute and untrammelled by any constraints whatsoever. The freedom to contract or not to contract is unqualified in the case of private parties. But any such decision is subject to judicial review when the same is taken by the State or any of its instrumentalities. This implies that any such decision will be open to scrutiny not only on the touchstone of the principles of natural justice but also on the doctrine of proportionality. A fair hearing to the party being blacklisted thus becomes an essential precondition for a proper exercise of the power and a valid order of blacklisting made pursuant thereto. The order itself being reasonable, fair and proportionate to the gravity of the offence is similarly examinable by a writ court.

25. Suffice it to say that "debarment" is recognized and often used as an effective method for disciplining deviant suppliers/contractors who may have committed acts of omission and commission or frauds including misrepresentations, falsification of records and other breaches of the regulations under which such contracts were allotted.

What is notable is that the "debarment" is never permanent and the period of debarment would invariably depend upon the nature of the offence committed by the erring contractor."

11. From the record, it is evident that proper opportunity of being heard was afforded to the petitioner and there has been no violation of principle of along with connected matters natural justice by the respondents and being so, no such ground was either taken in the writ petition or urged by the learned senior counsel for the petitioner while advancing his arguments.

12. The first contention raised by the petitioner is that the proceedings were initiated with malice, as the respondents were adopting partisan attitude that necessitated the petitioner to file complaint with the Vigilance Officer against the respondents on 17.06.2021 and confirm on 16.08.2021. It is also contended that the no forged/fake document was submitted by the petitioner. From the record, it is evident that there is admission on the part of the petitioner that show cause notice was issued to him on 16.08.2021. A perusal of the notice dated 16.08.2021, reveals that the petitioner was asked to show cause for submission of forged documents. Another show cause notice dated 06.09.2021,with reference to the notice dated 16.08.2021, was also served upon the petitioner and the same has been admitted by the petitioner. The petitioner has replied to the said show cause notices vide replies dated 13.09.2021 and 17.09.2021 that the said documents were submitted by the petitioner's firm due to clerical error/ mistake. The petitioner also made reference to his communication dated 05.02.2020. A perusal of the communication dated 05.02.2020 of the petitioner reveals that the petitioner had stated that due to clerical error/mistake, unsuitable documents were submitted by his firm against the tenders and he further submitted that the matter may please be treated as over/closed as no further claim or objection stands from his end regarding the subject matter. along with connected matters

13. It is relevant to reproduce Para G and H of the reply dated 13.09.2021 to the show cause notices issued to the petitioner and the same are reproduced here under:

"(G) It is hereby further submitted that false/fake documents were uploaded by one of my staff member and when the same came to our notice, the staff member responsible for the same was immediately terminated from his services.

(H) Moreover, our bid submitted against tender No. CE (P) HMK/13/2019-20 and CE (P) HMK-02/2020-21 were neither admitted nor evaluated due to Negative WLR. Hence, the false/fake documents uploaded mistakenly were neither evaluated nor admitted and thus no benefit from the submitted documents has been taken by my firm which might have caused damages to the department."

14. Thus, there is admission on the part of the petitioner that the false/fake documents were uploaded though mistakenly. The fact that the documents were submitted by the petitioner were fake, is also borne from the communication dated 07.01.2020, issued by the M/s Meghal Road Equipment and the

communication dated 08.02.2020, issued by the M/s KV Engineering Works. Both these communications clearly state that the documents alleged to have been issued by both of them were in fact not issued by them and the said documents were fake. The respondents as such, had ample material on record, regarding submission of the fake/forged documents and it cannot be said that the respondents have initiated proceedings and have passed the order impugned with malice as merely issuance of show cause notice dated 16.08.2021, the date on which the petitioner too confirmed his compliant with Vigilance Officer would not mean that the proceedings were actuated with malice. Otherwise also, how could the respondents know that on 16.08.2021, when the show cause along with connected matters notice was issued to the petitioner, the petitioner has also confirmed his complaint on the same date. Thus, there is no force in the said contention of the petitioner and the same is rejected.

15. The other contentions of the petitioner are inter-related and as such are taken up together. Mr. M. K. Bhardwaj, learned senior counsel appearing for the petitioner vehemently argued that even if the petitioner was required to be banned for a period of 18 months, then the same should have been from the date of rejection of the tender. The petitioner has admitted the execution of integrity agreement and has placed on record the same. The clause 2(d) and 3(a) are reproduced here under:

"2(d) The bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or Submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.

3(a) If the Bidder(s)/contractor(s), either before award or during execution of contract has committed a transgression through a violation of Para 2 above or in any other form, such as to put his reliability in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principle/ Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner."

16. Further Para 14 of the Application of enlistment as contractor duly signed by the petitioner is also relevant and the same is reproduced here under:

"14. We understand and agree that the appropriate Border Roads Authority has the right as he may decide not to issue tender forms in any particular case and also to ban suspend remove downgrade or blacklist our name from BRO list of along with connected matters contractors in the event of our submission of non bonafide tenders or for technical or other delinquency in regard to which the decision of the appropriate BRO authority shall be final and conclusive."

17. From cumulative reading of the Clause 2(d) and 3(a) of integrity agreement and Para 14 of the application of enlistment as contractor, it is evident that the contractor can be banned, downgraded, suspended or black listed from the list of contractors in the event of submission of non bonafide tenders or for technical or other delinquency. More so, Clause 3(a) provides that bidder/contractor can be excluded from future contract award process and the imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner and such exclusion may be forever or may be for a short period as decided by the Principal/Owner.The approval order dated 10.08.2017 by virtue of which the tendering limit upto Rs. 15.00 crores of the petitioner-firm was approved, also bears the same clause like para-14 of the application of enlistment of contractor. The order impugned has been passed by the Director General, Border Roads Organisation.The clause-6 of the integrity agreement provides the duration of the pact and it was binding for all the bidders till the contract was awarded. It does not provide any period of limitation for taking action for breach of integrity agreement and rather in the instant case, the breach was committed during the participation in the tender process, so contention that the action could not have been taken beyond six months is mis-conceived. The petitioner has been banned for a period of 18 months, after due opportunity of being heard was afforded to the petitioner. The submission of the fake/forged documents for the along with connected matters purpose of obtaining the contract cannot be taken as misdemeanour.The respondents could have barred the petitioner from all the future contracts as per power vested in them but nonetheless, the respondents have treated the petitioner very fairly and there is no force in these contentions of the petitioner that the respondent had no authority to pass the order impugned and the period of 18 months should have been reckoned from the date when the tender of the petitioner was rejected.

18. The period of 18 months cannot be termed as disproportionate to the delinquency of the petitioner. The petitioner himself has signed the application for enlistment of petitioner as contractor, so the petitioner cannot contend that the respondents had no authority to ban the petitioner prospectively. More so, the mere delay in passing the order impugned can hardly be a ground to quash the order impugned, particularly in view of the fact that due to the Covid 19 Pandemic, whole of the world in fact had come to standstill. This Court finds justification in the contention of Mr. Vishal Sharma, learned ASGI that after the normalisation of the Covid 19 situation the proceedings were initiated and the order impugned was passed against the petitioner.

19. The judgment relied by Mr. M. K. Bhardwaj, reported in 2004 (1) S.L.J 1is not applicable in the present facts and circumstances of the case.

20. The order impugned has been passed after affording due opportunity of being heard to the petitioner and this Court is not supposed to sit as an appellate

court over the decision of the respondents and this Court has only to examine as to whether the principle of natural justice has been followed along with connected matters by the respondents, further the order impugned is not perverse/arbitrary and the penalty is not disproportionate. As there was abundant material with the respondents to initiate proceedings against the petitioner and for passing the order impugned, so the decision of the respondents cannot be considered as perverse or arbitrary. Therefore, this Court does not find any reason, whatsoever, to show indulgence.

21. In view of the above, the present writ petition is found to be misconceived and without any merits and the same is dismissed.

22. The decision in the connected writ petitions is dependent upon the decision in the writ petition WP(C) No. 2410/2021. As the writ petition WP(C) No. 2410/2021 stands dismissed, so the connected petitions too are dismissed accordingly.

23. Disposed of.

