

(2019) 01 JH CK 0179

In the Jharkhand High Court

Case No : Writ Petition (C) No. 3140, 3179, 3141, 3150, 3201, 3260 Of 2018

Munnam Sanjay And Ors

APPELLANT

Vs

State Of Jharkhand And Ors

RESPONDENT

Date of Decision : 08-01-2019

Acts Referred:

Indian Contract Act, 1872 — Section 17
Constitution Of India, 1950 — Article 32, 136, 226

Citation : 2019 Jhar 144 Citation

Hon'ble Judges : Sujit Narayan Prasad, J

Bench : Single Bench

Advocate : Awanish Shekhar, Sadhya Sahay, Sidhartha Roy, Dhananjay Kr. Dubey, Sumeet Gadodia

Final Decision : Dismissed

Judgement

1. In all these writ petitions common questions are involved, therefore, these writ petitions have been listed together for its common hearing and are being disposed of by this common order.

2. Relief sought for in these writ petitions are for quashing the decision taken by the respondents-authorities in canceling the agreement and in consequence thereof petitioners have been directed to vacate the shops within one week failing which they will be evicted from their shops by deputing Magistrate and the police force and the expenditure incurred upon it shall be recovered from them.

3. Brief facts, as per the pleadings made in the writ petitions are that shops have been allotted in their favour within Hotel Natraj Vehar Complex in an open deed as per the advertisement in the year 1996 published by the then Bihar State Tourism Development Corporation Ltd., Patna. On payment of

the amount as required at that time and since then they are enjoying peaceful possession of the shops which are the main source of their livelihood, but

all of a sudden the respondents-authorities have come up with an order canceling the agreement due to violation of the terms and conditions as

stipulated under Clause 20 and 20(i) and for violation of condition No.4 and 9 of the lease deed agreement by invoking th condition No.20 and 20(i) of

the aforesaid lease deed agreement. In consequence of cancelation of the agreement, the Sub-Divisional Officer -cum- Sub-Divisional Magistrate,

Deoghar has directed the petitioners to vacate the shop failing which the same will be vacated by deputing Magistrate and police force and the amount

incurred on it shall be recovered by the lessee.

4. The ground for assailing the aforesaid order is that before doing so, the principle of natural justice has not been followed and therefore since the

matter relates to civil consequence, the principle of natural justice ought to have been followed before taking any adverse action against them but

without doing so since the impugned orders have been passed, as such, the same are not sustainable in the eye of law.

5. Further ground has been raised that without initiating appropriate proceeding under the Public Premises (Unauthorised Occupant) Act, 1971, the

impugned orders have been issued hence, on this count also the said order are not sustainable in the eye of law. Petitioners have also taken the ground

of jurisdiction lying with the Sub-Divisional Officer.

6. Per contra, learned counsel appearing for the State as well as the Bihar Tourism Development Corporation have appeared, the State of Jharkhand

has been represented by the retained counsel for the State of Jharkhand, Jharkhand State Tourism Development Corporation has been represented by

learned counsel Mr. Sumit Gadodia.

State of Jharkhand has not filed counter affidavit but counter affidavit has been filed on behalf of Jharkhand State Tourism Development Corporation

wherein stand has been taken that there is no illegality in the impugned order for the reason that the lease deed agreement have been entered in

between authorities of the Bihar State Tourism Development Corporation as it then was but after creation of the State of Jharkhand, Jharkhand

Tourism Development Corporation Ltd. taken over the jurisdiction within the state and property lying within the territorial jurisdiction of the State of

Jharkhand.

As per the lease deed agreement entered into between the parties, the specific condition has been stipulated at condition No.4 to the effect that the

lessee shall pay, on time, the municipal charges including holding tax, water cess etc. as levied by Deoghar Municipal Corporation or any other

competent authority/authorities for the lease period payable in respect of aforesaid property including proportionate share of all surcharges, if any, for

the common services/areas.

Other conditions are stipulated at condition No.9 to the effect that lessee shall have no right to transfer or sublet the aforesaid property or any part

thereof to any other person/firm without prior written permission of the lessee or its representative duly authorised in this regard. As such, it has been

stated that the authorities, after conducting an enquiry on providing an opportunity of hearing to the petitioners when they have found that they have

violated the condition No.4 and condition No.9 of the lease deed agreement, have invoked condition No.20 and thereby cancelled the lease deed

agreement for violation of the terms and conditions hence there is no illegality in the same because the petitioners who have filed reply to the show

cause have admitted with respect to non-compliance of the condition stipulated in condition No.4 of the lease deed agreement.

7. Mr. Sumeet Gadodia, learned counsel appearing for Jharkhand Tourism Development Corporation has raised the issue of maintainability of the writ

petitions for the reason that the petitioners have not approached this Court with clean hand rather the writ petitions have been filed by suppressing the

material fact to the effect that no opportunity of hearing has been given to them basis upon which the law points have been formulated and the

specific assertion to that effect has been made in the writ petitions but the same is incorrect in view of the fact that petitioners have been issued with

show cause notice which has duly been responded by them in which they have admitted the default committed by them so far it relates to deposit of

the charges as per the details stipulated in condition No.4 of the lease deed agreement and so far as condition No.9 is concerned, there is no specific

denial and hence, the entire writ petitions since is based upon wrong fact and therefore, these writ petitions are fit to be dismissed on this ground

alone.

He further submits that petitioners have failed to make out a case of non-consideration of response in the impugned order but that point is not available to them because their specific case is that the orders have been passed without following the principle of natural justice and non-consideration of the reply submitted by them in terms of the show cause notice. Further it has been stated that under the provision of condition No.20 there is no stipulation made therein that any show cause would be issued before summarily affecting the lessee in case of violation of any terms and conditions of the lease deed agreement.

8. This Court has heard learned counsel for the parties at length, gone through the pleadings made on their behalf.

The factual aspect which has been gathered by this Court is that the petitioners have entered into a lease deed agreement with the respondent-

Tourism Development Corporation which is for the period of 66 years basing upon certain terms and conditions.

Some of the conditions needs to be referred herein which is subject matter of adjudication of the issue involved in this case.

Condition No.4 which stipulates about making payment of the municipal charges which is referred here in under:

“The lessee shall pay, on time (as may be determined by the Lessor), to the all municipal charges including holding tax, water cess etc as

levied by the Deoghar Municipal Corporation or any other competent authority/authorities for the lease period payable in respect of

aforesaid property including proportionate share of such charges, if any, for the common services/areas.”

Condition No.9 which speaks about condition related to the restraintment to the lessee having any right to transfer or sublet the aforesaid property or

any part thereof, the same is being referred here in below:

“The Lessee shall have no right to transfer or sub-let the aforesaid property or any part thereof to any other person/firm without the

prior written permission of the Lessor or its representative duly authorised in this regard.”

Condition No.20 which speaks about adverse action to be taken against the lessee in case of violation of terms and conditions of the lease deed

agreement which is being referred here in below:

â??If it comes to the notice of the Lessor at any stage during the lease period that the lease of the aforesaid property has been obtained by

misrepresentation or misstatement or suppression of the fact or fraud or if the Lessee violates any of the terms and conditions of this lease

agreement or if he/she fails to clear all his/her dues including statutory charges/ dues payable to the Lessor or any other competent

authority/authorities within three months of the same failing as dues, then the lessor shall have rights to take any or all action as stated here

under:

(i) The lease may be terminated/cancelled without any compensation to the Lessee.

(ii) The Lessee shall be summarily evicted and expenses incurred in getting the Lessee evicted including penal interest thereon shall be

recoverable from the Lessee and dues.

(iii) All the properties of the Lessee situated in and around the said leased property shall be seized and disposed off by the Lessor and the

entire proceeds shall be forfeited irrespective of the amount.

(iv) The Lessee shall be blacklisted and shall not be allowed to take part in future in any settlement process of any property of the Lessor.â??

9. It is, thus, evident that the lease deed agreement has been entered into in between the parties and as such the same are binding upon both the

parties. The lessee are liable to pay the municipal charges enumerated under condition No.4 while they have been restrained from making any transfer

or sublet the aforesaid property or any part thereof to any other person/firm without the prior written permission of the lessor or its representative duly

authorised in this regard.

Condition No.20 stipulates that if it comes to the notice of the lessor at any stage during lease period that the lease of the aforesaid property has been

obtained by mis-representation or mis-statement or suppression of the fact or fraud or if the lessee has violated any of the terms and conditions of the

lease agreement or if fails to clear all his/her dues including statutory charges/ dues payable to the lessor or any other competent authority within three

months of the same falling as dues, then the lessor shall have rights to take any or has acted as stated hereunder, i.e. lease may be

terminated/cancelled without any compensation to the lease, the lessee shall be

summarily evicted including penal interest therein shall be recovered by the lessee and all the property of the lessee situated in and around the said lease property shall be seized and shops of all the lessor and the entire proceeds shall be forfeited irrespective of the amount. The lessee shall be black listed and shall not be allowed to take part in future in any settlement process of any property of the lessor.

10. In the backdrop of this lease deed agreement the factual aspects raised by learned counsel for the parties has been appreciated by this Court.

The pleadings made in the writ petitions is on the ground that before taking adverse action either of canceling lease deed agreement or evicting them from the premises, no notice has been issued meaning thereby the principle of natural justice has been violated.

11. The counter affidavit is otherwise, wherein specific stand has been taken that show cause notice has been issued. The petitioners have submitted their response and on being not found satisfactory the decision has been taken for cancellation of lease having not been granted by virtue of said lease deed agreement.

It is evident that the response given by them in case any one of the writ petitions i.e. in W.P.(C) No.3179 of 2018 that they have admitted the default in making payment municipal charges as required to be paid in view of condition No.4 of the lease deed agreement.

However, so far as the ground of subletting the shops in favour of others, the same has been disputed but the question herein is that the writ petitions have been filed by suppressing the material facts on the ground of violation of principle of natural justice and this Court after taking into consideration has passed an interim order to maintain status quo as exists on that day i.e. on 04.07.2018 thereby there is no confusion in the fact that the petitioners by suppressing the material fact of not following the principle of natural justice has got an interim order by this Court and also for a long period.

12. The question herein is that as to whether in case of suppression of material fact the writ will be held to be maintainable being the writ court of equity?

13. It is not in dispute that suppression of all the fact cannot be said to be a ground for dismissal of writ petition save and except if the suppression is material one.

Herein, the pleading of the petitioners in the writ petitions is that the impugned orders have been passed without following the principle of natural

justice and to that effect the question of law has also been formulated and pleadings has been made to that effect, therefore the same will be said to

be material consideration for passing a positive direction in favour of the petitioners, therefore, it is held to be material fact, thus the important thing

which is to be seen in this case is what is suppression of material fact. This has been dealt with by Hon'ble Supreme Court of India in the case of

S.J.S. Business Enterprises (P) Ltd. Vrs. State of Bihar and Others, (2004) 7 SCC 16 wherein it has been held that the suppression of fact must be

material one since had it not been suppressed, it would have had effect on the merit of the case. It must be a matter which was material for

consideration of the court, whatever view the court may have taken. Paragraph 13 of the judgment is quoted herein below for ready reference:-

13. As a general rule, suppression of a material fact by a litigant disqualifies such litigant from obtaining any relief. This rule has been

evolved out of the need of the courts to deter a litigant from abusing the process of court by deceiving it. But the suppressed fact must be a

material one in the sense that had it not been suppressed it would have had an effect on the merits of the case. It must be a matter which was

material for the consideration of the court, whatever view the court may have taken. Thus when the liability to income tax was questioned by

an applicant on the ground of her non-residence, the fact that she had purchased and was maintaining a house in the country was held to

be a material fact, the suppression of which disentitled her to the relief claimed. Again when in earlier proceedings before this Court, the

appellant had undertaken that it would not carry on the manufacture of liquor at its distillery and the proceedings before this Court were

concluded on that basis, a subsequent writ petition for renewal of the licence to manufacture liquor at the same distillery before the High

Court was held to have been initiated for oblique and ulterior purposes and the interim order passed by the High Court in such subsequent

application was set aside by this Court. Similarly, a challenge to an order fixing the price was rejected because the petitioners had

suppressed the fact that an agreement had been entered into between the petitioners and the Government relating to the fixation of price

and that the impugned order had been replaced by another order.â??

14. In another judgment which was rendered by Hon'ble Supreme Court in case of Arunima Baruah Vrs. Union of India and Others, (2007) 6 SCC

120<>/a material fact has been defined. It has been held by their Lordship at paragraph 12 which is quoted here in below:

â??12. It is trite law that so as to enable the court to refuse to exercise its discretionary jurisdiction suppression must be of material fact.

What would be a material fact, suppression whereof would disentitle the appellant to obtain a discretionary relief, would depend upon the

facts and circumstances of each case. Material fact would mean material for the purpose of determination of the lis, the logical corollary

whereof would be that whether the same was material for grant or denial of the relief. If the fact suppressed is not material for

determination of the lis between the parties, the court may not refuse to exercise its discretionary jurisdiction. It is also trite that a person

invoking the discretionary jurisdiction of the court cannot be allowed to approach it with a pair of dirty hands. But even if the said dirt is

removed and the hands became clean, whether the relief would still be denied is the question.â??

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to exercise its discretionary jurisdiction. A person invoking the discretionary jurisdiction of the court cannot be allowed to approach it with a pair of

dirty hands. But even if the said dirt is removed and the hands became clean, whether the relief would still be denied is the question. And while

answering this their Lordship after discussing the judgment rendered in S.J.S. Business Enterprises (P) Ltd. Vrs. State of Bihar and Others, (2004) 7

SCC 166 wherein the petitioner even on availability of alternative remedy prosecuted a proceeding under Article 226 for the same relief. Hon'ble

Supreme Court has held that when a party has moved High Court under Article 226 and failed to obtain relief and then moved an application under

Article 32 before this Court for the same relief, normally the court will not entertain the application under Article 32 but wherein appellate jurisdiction

the order is not a speaking one or the matter has been disposed of on some other ground, this court, as, in a suitable case, entertain the application

under Article 32 and as such it has been held that the fact a suit had already been filed by the appellant was not such a fact the suppression of such

could have affected the final disposal of the writ petition on merit. Taking into consideration the judgment passed by Hon'ble Supreme Court in the

case of S.J.S Business Enterprises (P) Ltd. Vrs. State of Bihar and Others, (2004) 7 SCC 166 their Lordship in the case of Arunima Baruah Vrs.

Union of India and Others, (2007) 6 SCC 120 have been pleased to hold at paragraph 22 that suppression of filing of suit is no longer is a material fact.

15. In another judgment rendered by Hon'ble Supreme Court in the case of Pres(cid:5)ge Lights Ltd. Vrs. State Bank of India, (2007) 8 SCC 449 their Lordship

have held that the writ petition cannot be entertained in case of suppression of material facts.

Even in the judgment relied upon by learned counsel in case of K.D. Sharma Vrs. Steel Authorities of India Ltd. reported in (2008) 12 SCC 481

wherein at paragraph Nos. 34, 36, 38 and 39 it has been held as under:

â??34. The jurisdiction of the Supreme Court under Article 32 and of the High Court under Article 226 of the Constitution is extraordinary,

equitable and discretionary. Prerogative writs mentioned therein are issued for doing substantial justice. It is, therefore, of utmost necessity

that the petitioner approaching the writ court must come with clean hands, put forward all the facts before the court without concealing or

suppressing anything and seek an appropriate relief. If there is no candid disclosure of relevant and material facts or the petitioner is guilty

of misleading the court, his petition may be dismissed at the threshold without considering the merits of the claim.

36. A prerogative remedy is not a matter of course. While exercising extraordinary power a writ court would certainly bear in mind the

conduct of the party who invokes the jurisdiction of the court. If the applicant makes a false statement or suppresses material fact or

attempts to mislead the court, the court may dismiss the action on that ground alone and may refuse to enter into the merits of the case by

stating, â??We will not listen to your application because of what you have done.â??

The rule has been evolved in the larger public interest to deter unscrupulous litigants from abusing the process of court by deceiving it.

38. The above principles have been accepted in our legal system also. As per settled law, the party who invokes the extraordinary

jurisdiction of this Court under Article 32 or of a High Court under Article 226 of the Constitution is supposed to be truthful, frank and

open. He must disclose all material facts without any reservation even if they are against him. He cannot be allowed to play â??hide and

seekâ? or to â??pick and chooseâ? the facts he likes to disclose and to suppress (keep back) or not to disclose (conceal) other facts. The

very basis of the writ jurisdiction rests in disclosure of true and complete (correct) facts. If material facts are suppressed or distorted, the

very functioning of writ courts and exercise would become impossible. The petitioner must disclose all the facts having a bearing on the

relief sought without any qualification. This is because â??the court knows law but not facts.

39. If the primary object as highlighted in Kensington Income Tax Commrs. is kept in mind, an applicant who does not come with candid

facts and â??clean breastâ? cannot hold a writ of the court with â??soiled handsâ?. Suppression or concealment of material facts is not

an advocacy. It is a jugglery, manipulation, manoeuvring or misrepresentation, which has no place in equitable and prerogative

jurisdiction. If the applicant does not disclose all the material facts fairly and truly but states them in a distorted manner and misleads the

court, the court has inherent power in order to protect itself and to prevent an abuse of its process to discharge the rule nisi and refuse to

proceed further with the examination of the case on merits. If the court does not reject the petition on that ground, the court would be

failing in its duty. In fact, such an applicant requires to be dealt with for contempt of court for abusing the process of the court.â??

16. Thus there is no dispute about the fact that the litigant who is approaching the jurisdiction conferred under Article 226 of the constitution of India

to High Court is supposed to come out with a clean hand and without suppression of material facts and the material facts has been defined which

mean material for the purpose of determination of the issue. In the light of these judgments now the fact of the case is to be examined regarding

suppression of facts which can be said to be material suppression important for determining the issue.

17. In the case of S.P. Chengalvaraya Naidu Vrs. Jagannath reported in (1994) 1 SCC 1 and in the judgment rendered in the case of A.V. Papayya

Sashtry Vrs. Govt. of A.P. and Others reported in (2007) 4 SCC 221 wherein it has been held that the fraud vitiates everything and by doing fraud one gains at the cost of loss of another.

It is thus evident that it is the duty of the litigant to approach the Court of equity with clean hands and it is not available to him that which fact is to be

disclosed and which fact is not to be disclosed rather his duty is only to approach the court of law by complete disclosure of each and every fact and it

is upon the court to decide which fact is necessary to be accepted and which is not necessary to be accepted.

It also needs to refer the fraud as per the definition made under Section 17 of Indian Contract Act as per which fraud means active concealment of

anything.

18. Here, in the instant case the petitioners all along case is that the impugned orders have been passed without following the principle of natural

justice but in fact the show cause notice has been issued and the same has been responded by them, therefore the same is said to be active

concealment on their part and as such applying the ratio laid down by Hon'ble Apex Court in the cases aforesaid the writ petitions deserve to be

dismissed on the ground of suppression of material facts as indicated here in above.

19. These writ petitions are also fit to be dismissed on the ground that the lease deed agreement has been entered into by the petitioners as well as the

respondent-Jharkhand Tourism Development Corporation incorporating therein certain terms and conditions which are binding upon them being a

bilateral contract but the admitted position is that Clause No.4 which stipulates of making payment of municipal tax as per the detail given therein has

admittedly not been paid by them as per their response as would be evident from one of the responses annexed with the counter affidavit filed in W.P.

(C) No.3179 of 2018 wherein the copy of the show cause notice has been annexed as Annexure-E and response has been annexed as Annexure-F

and from its perusal it transpires that payment of maintenance charge and

holding charge has been denied to be a liability of the petitioners which suggest that they have not paid the municipal charges as per the details enumerate under Condition No.4.

So far as subletting of the premises, the specific stand has been taken by the respondent-Jharkhand Tourism Development Corporation that the same has been subletted in favour of others which is contrary to the condition stipulated in the lease deed agreement as under condition No.9 of the lease deed agreement.

However, the same has been denied but the question herein is that the petitioners have not come with clean hand and as such the point which has been urged by them that there is no consideration of the reply submitted by them in the impugned order is not fit to be considered on account of fact that the said ground has not been taken up in the writ petitions rather complete ignorance has been shown regarding issuance of show cause notice and the reply and when the counter affidavit has been filed, petitioners have tried to impress upon the Court regarding non-consideration of the response given by them in its reply in terms of the show cause notice which is not fit to be considered by this Court due to the conduct of the petitioners who have tried to mislead this Court and also succeeded in getting an interim order of maintaining status quo.

20. So far as the question of jurisdiction of Sub-Divisional Officer -cum- Sub-Divisional Magistrate, Deoghar is concerned, it is evident from the order passed by him that on request by Jharkhand State Tourism Development Corporation the said action has been taken in the Magisterial capacity since the Sub-Divisional Office is also Sub-Divisional Magistrate discharging the Magisterial duty.

It needs to be clarified herein that the Jharkhand State Tourism Development Corporation is a corporation constituted by the decision of the State

Government to maintain and secure the property of the State Government and when any property of the Jharkhand Tourism Development

Corporation, for which he is acting as custodian of the State Government, is in danger, he can request either to the Deputy Commissioner or the Sub-

Divisional Officer -cum- Sub-Divisional Magistrate to take appropriate action to secure the possession of the aforesaid property as the Tourism

Development Corporation is having no means of taking over possession of its

property save and except with the aid of either the Deputy Commissioner or the Sub-Divisional Magistrate of the concerned district. Even accepting the plea of petitioners as to Sub-Divisional Officer is having no jurisdiction but the fact regarding violation of the terms and conditions of the lease deed agreement so far as it relates to condition No.4 which has been admitted by the petitioners as per their reply to the show cause and condition No.9 even if on the ground of jurisdiction it will be referred before the authority, there will be no change in the circumstance because ultimately it is either the Deputy Commissioner or the Sub-Divisional Magistrate will have to ensure protecting the property of the State Tourism Development Corporation and as such if on the ground of jurisdiction it will be remitted before the authority, there will be no change in position and therefore it will lead to empty formality and futile exercise.

21. Reference in this regard may be made to the judgment rendered in the case of Escorts Farms Ltd. v. Commissioner, Kumaon Division, Nainital,

U.P. & others, reported in (2004) 4 SCC 281 wherein Hon'ble the Apex Court has held at paragraph-64 which is being quoted here in below:

“64. Right of hearing to a necessary party is a valuable right. Denial of such right is serious breach of statutory procedure prescribed

and violation of rules of natural justice. In these appeals preferred by the holder of lands and some other transferees, we have found that

the terms of government grant did not permit transfers of land without permission of the State as grantor. Remand of cases of a group of

transferees who were not heard, would, therefore, be of no legal consequence, more so, when on this legal question all affected parties

have got full opportunity of hearing before the High Court and in this appeal before this Court. Rules of natural justice are to be followed

for doing substantial justice and not for completing a mere ritual of hearing without possibility of any change in the decision of the case on

merits. In view of the legal position explained by us above, we therefore, refrain from remanding these cases in exercise of our

discretionary powers under Article 136 of the Constitution of India.”

22. In the case of Dharampal Satyapal Ltd. v. Deputy Commissioner of Central Excise, Gauhati and others, reported in (2015) 8 SCC 519 wherein

their Lordships have held at paragraph-39 which is being quoted here in below:

39. We are not concerned with these aspects in the present case as the issue relates to giving of notice before taking action. While

emphasizing that the principles of natural justice cannot be applied in straitjacket formula, the aforesaid instances are given. We have

highlighted the jurisprudential basis of adhering to the principles of natural justice which are grounded on the doctrine of procedural

fairness, accuracy of outcome leading to general social goals, etc. Nevertheless, there may be situations wherein for some reason- perhaps

because the evidence against the individual is thought to be utterly compelling- it is felt that a fair hearing would make no difference-

meaning that a hearing would not change the ultimate conclusion reached by the decision-maker.

23. This Court has also considered the submission of learned counsel for the petitioners made regarding applicability of Public Premises Eviction

(Unauthorised Occupant) Act, 1947 but the provision of aforesaid act is herein will not be applicable because question of allotment of shop had been

upon the terms and conditions of the lease deed agreement which contains the specific provision of termination/cancellation of the lease deed

agreement and therefore the said lease deed agreement having complete terms and condition for securing the property in case of cancellation of the

lease deed agreement.

Moreover, the petitioners since have approached by suppressing the material fact, therefore, they do not deserve to get benefit by the court of equity.

In view of the discussions made hereinabove of the judgments aforesaid and comparing it with the factual aspect, it is in the considered view of this

Court, the ground taken by the petitioners is violation of principle of natural justice but the same has been found to be a ground non-est because show

cause notice has been issued which has been responded to, therefore, it will be said to be the material suppression of fact and hence applying the

aforesaid ratio rendered by Hon'ble Apex Court in the aforesaid cases, the petitioners deserve to be given any benefit.

24. In view of the ratio laid down, facts and circumstances and for the reasons stated hereinabove, more particularly the conduct of the petitioner in

approaching the Court by suppressing material fact, in the considered view of this Court, petitioners do not deserve any relief to be extended in their

favour. In view thereof, these writ petitions stand dismissed.