
(1992) 08 AP CK 0005

In the Andhra Pradesh High Court

Case No : Writ Petition No. 5293 of 1990

P. Ram Reddy

APPELLANT

Vs

The Shipping Corpn. of India Ltd.

RESPONDENT

Date of Decision : 19-08-1992

Acts Referred:

Constitution of India, 1950 — Article 226
Limitation Act, 1963 — Article 113

Citation : (1993) 1 ALT 439

Hon'ble Judges : Immaneni Panduranga Rao, J

Bench : Single Bench

Advocate : C.V. Vinitha Reddy and R. Vijayanandan Reddy, for the Appellant; Y. Ratnakar, for the Respondent

Final Decision : Allowed

Judgement

Immaneni Panduranga Rao, J.—This writ petition is filed by a Senior Advocate for issue of a Writ of Mandamus directing the respondent to pay Rs. 2,18,600/- (Rupees two lakhs eighteen thousand and six hundred only) together with simple interest at 12% per annum from 1st April, 1966 to the date of payment.

2. The claim of the petitioner is that he worked as the Legal Adviser to Messrs Jayanthi Shipping Company (hereinafter referred to as "the company") for the years 1961 to 1966; that he has been submitting a diary of work done for the company regularly for each year's work done, in the subsequent year: that the company was usually making payments in the next financial year for the work done in the previous year; that the company was taken over with its assets and liabilities by the respondent; that as such the respondent is bound to pay whatever sum is due to the petitioner from the company; that there was lot of correspondence between the parties; that the petitioner addressed several letters (the details of which are narrated in the affidavit filed in support of the writ petition) and the respondent by its letter dated 13-2-1990 has rejected petitioner's claim and that the respondent is liable to pay at the rate of Rs.

1,600/- (Rupees one thousand six hundred only) per day towards the petitioner's remuneration.

3. The respondent denied the petitioner's claim on the grounds that the writ petition is not maintainable to enforce contractual obligations; that the company was taken over by the respondent with a view to secure proper management of the undertaking of the company; that by reason of taking over of the management, the respondent is not bound to pay whatever the amounts are claimed by the petitioner in the absence of any agreement for payment of fees and proof of the nature of work done by the petitioner; that the petitioner's claim is barred by laches and delay on his part; that this Court has no jurisdiction to entertain the writ petition and that there is no evidence that the diaries were accepted by Dr. Teja, the former Chairman of the company. On those allegations the respondent submitted that there is no legal basis for the petitioner to claim the sum of Rs. 2,18,600/- towards his fee together with interest at 18% per annum from April/1966.

4. The learned counsel for the petitioner submitted that the petitioner acted as Legal Adviser of the company from 1961 to 1965; that in or about June, 1965 the company was taken over by the respondent (Shipping Corporation of India) by an ordinance; that the petitioner has been submitting a diary of the work done by him every year/that for the year 1961-62, a bill was paid in full; that for the years 1962-63 and 1963-64 the bills were paid in part; that for the year 1964-65, no payment was made at all and that when the Shipping Corporation has taken over the management of the company with all its assets and liabilities, the respondent is liable to pay the legal fee due to the petitioner for the services rendered by him as the legal adviser of the company. The learned counsel for the petitioner argued that after the respondent has taken over the management, a letter dated 6-7-1966 has been addressed to the petitioner in response to which the petitioner has written a detailed letter dated 15-8-1966 substantiating his claims enclosing copies of diaries submitted by him for the years 1961 to 1965; that on the suggestion of the respondent the petitioner went to Madras and to Bombay to settle his claim and that it is only by letter dated 13-2-1990 that the respondent has rejected the petitioner's claim in toto. The learned counsel for the petitioner has further submitted that the legal remuneration claimed at Rs. 1,600/- per day for six years of the work done by the petitioner which was the then prevailing day fee payable to an Advocate of Supreme Court is quite reasonable; that in fact the States of Andhra Pradesh, Uttar Pradesh, Karnataka and Kerala were paying the petitioner at the same rate for the work done by him; that thereby the rate at which the petitioner has claimed his legal remuneration cannot be said to be in dispute; that the quantum of work done by the petitioner as disclosed in the diaries submitted by him year after year was not disputed by Dr. Teja, the then Chairman of the company or any other officer of the company and that inasmuch as the unequivocal denial of petitioner's claim was made only by letter dated 13-2-1990 this writ petition filed by the petitioner is in time. It is, therefore, submitted that while issuing a Writ of Mandamus for

the amount claimed in the writ petition, the petitioner should also be held entitled for interest at 12% per annum because, the Banks are paying interest much more than that rate.

5. The first objection raised by the learned counsel for the respondent is that the suit being one of a contractual obligation involving disputed questions of fact, this court cannot entertain the petitioner's claim in a writ under Article 226 of the Constitution. In support of his contention the learned counsel for the respondent has relied upon the decisions of the Supreme Court in *D.L.F. Housing Construction (P) Ltd. Vs. Delhi Municipal Corpn. and Others*, *Moti Das Vs. S.P. Sahi*, *The Special Officer In Charge of Hindu Religious Trusts and Others*, *Sohanlal Vs. The Union of India (UOI)*, *Thakur Amar Singhji Vs. State of Rajasthan*, *Deep Chand Vs. The State of Rajasthan*, and *New Satgram Engineering Works and Another Vs. Union of India (UOI) and Others*. In *D.L.F. Housing Construction (P) Ltd. Vs. Delhi Municipal Corpn. and Others*, the Supreme Court observed that in a case where the basic facts are disputed and complicated questions of law and fact depending on evidence are involved, the writ Court is not the proper forum for seeking relief and that the right course for the High Court in proceedings under Article 226 is to dismiss the petition on this preliminary ground without entering upon merits of the case. In that case the disputed questions of fact and law related to the precise nature and extent of right, title and interest of the parties in the plots in question. The Supreme Court observed that even the basic documentary evidence was not produced before the pronouncement of the judgment in the High Court. It is under these circumstances that the Supreme Court observed that even the questions of law relating to the validity and effect of Regulation 5(3) could not be properly decided in the absence of proof or admission of such primary facts. With regard to the fiduciary relationship in the nature of a trust the High Court conceded that the said matter has been considered in the abstract without reference to the facts of the case and had to leave undetermined the exact nature of the trust that had come into being. The evidence of the agreements and the terms and conditions of the sanctions were conspicuous by the absence of the record. It is in that background that the learned Judges of the Supreme Court held that the right course for the High Court to follow was to dismiss the writ petition on the preliminary ground that the writ court is not the proper forum for seeking relief without entering upon the merits of the case.

6. In *Moti Das Vs. S.P. Sahi*, *The Special Officer In Charge of Hindu Religious Trusts and Others*, the Supreme Court disposed of a batch of civil appeals by a common judgment. In all these cases the High Court has taken the view that the questions whether the trusts are public or private trusts or the properties are private or trust properties are questions which involve investigation of complicated facts and recording of evidence and such investigation could not be done on writ proceedings. The Supreme Court while confirming the view taken by Patna High Court held that there are no materials on which the question as to the nature of the trust can be determined.

7. In *Sohanlal Vs. The Union of India (UOI)*, ., the question involved an enquiry into the merits of the rival claims of title to the property in dispute set up by the appellant and Jagan Nath. The learned Judges of the Supreme Court observed that if their Lordships were to enquire into the merits, their Lordships would be entering into a field of investigation which is more appropriate for a Civil Court in a properly constituted suit to do rather than for a court exercising the prerogative of issuing writs. Since the questions of fact and law which are in dispute requiring determination before the respective claims of the parties could be decided and before the property in dispute could be restored to Jagan Nath it will be necessary to declare that he had title in that property and was entitled to recover possession of it. The learned Judges held that the Supreme Court will not enquire into the merits of the rival claims of title to the property in dispute set up by the appellant and the respondent and should be decided by a Civil Court in a properly constituted suit.

8. In *Amar Singhji v. State of Rajasthan* (4 supra), with reference to one of the villages forming part of the estate, jorpura, a special contention was put forward that it was dedicated for worship of the Devi and was, therefore, within the exemption enacted in Section 20 of Rajasthan Land Reforms and Resumption of Jagirs Act. The respondent on the other hand claimed that under the document the grant is not in its entirety in favour of the Deity, but the petitioner disputed that fact. The Supreme Court therefore held that it is not a question which can be determined in the writ petition and it will be open to the petitioner to establish in appropriate proceedings that the village or any portion thereof is within the exemption of Section 20 of the Act.

9. In *Deep Chand v. State of Rajasthan* (5 supra), the case arose under Foreigners Act and Citizenship Act. The question involved was whether the respondent was a foreigner or Indian citizen. The Supreme Court while observing that the question whether the respondent is a foreigner is a question of fact, held that where there is a great deal of dispute on the question which would require a detailed examination of evidence, a proceeding under Article 226 of the Constitution would not be appropriate for a decision of the question and that the question is best decided by a suit.

10. In *New Satgram Engg. v. Union of India* (6 supra), the question in dispute was whether a workshop or director's Bungalow were not "mine" as defined under the Coal Mines (Nationalisation) Act. The Supreme Court having observed that the question in such cases will always be whether the workshop is located in or adjacent to a mine and was used substantially for the purpose of the mine under the same management, held that these are essentially questions of fact to be determined according to the facts and circumstances of each particular case and that when the facts themselves are seriously controverted, the High Court was justified in observing that the parties must get their rights adjudicated upon in a Civil Court.

11. It is seen from all the decisions of the Supreme Court referred to above that

the question for determination in each of those cases involved a detailed investigation of facts and that is why the Supreme Court has laid down that the proper remedy is a civil suit but not a writ petition.

12. It is therefore to be examined whether the case on hand involves such disputed and complicated questions of fact which require to be relegated for a detailed adjudication in a civil suit. The fact that the petitioner acted as the Legal Adviser of the company during the period 1961 to 1965 is not denied. The further fact that the petitioner has submitted the diaries of the work done by him every year on the succeeding year is also not denied. That is obviously the reason why after the respondent has taken over the management of the company on 10-6-1965 under an Ordinance, the respondent has addressed a letter dated 6-7-1966 to the petitioner calling upon him to produce the statements of account and out standings. Unless by the time of taking over the management by the respondent, there was material in the office of the respondent to show that the petitioner's dues as Legal Adviser remained unsettled, the respondent would not have addressed a letter dated 6-7-1966 requesting the petitioner to submit this statements of account and outstandings. In response to that letter the petitioner has sent a reply dated 15-8-1966 referring to the diaries of the work done by him and the rate of fees claimed by him. Though in the letter dated 7-12-1988 the respondent observed that neither records pertaining to the subject nor officers connected with the ex-Jayanthi Shipping Company were available at that distant point of time, the records pertaining to the claim of the petitioner and the officers connected with the ex-Jayanthi Shipping Company must have been available by the time of receipt of the petitioner's letter dated 15-8-1966. The very fact that the respondent did not deny the various items of the work done by the petitioner as disclosed in the diaries submitted year after year and the rate at which he claimed the remuneration shows that the respondent has accepted their correctness. Otherwise, the respondent must have immediately replied to the petitioner denying the correctness of the entries shown in the diaries of the work done or the correctness of the remuneration claimed at Rs. 1,600/- per day for the work of six hours attended to by the petitioner. The above conduct of the respondent in not disputing the correctness of the work done by the petitioner and the rate of fees at which he claimed shows that the respondent has accepted the correctness of the statements of the account as contained in the diaries, the rate of fees claimed by the petitioner and the total outstanding amount due to him. By having thus acquiesced in the matter by not disputing the correctness of the statements of account and outstandings submitted by the petitioner alongwith his letter dated 15-8-1966, the respondent cannot be permitted to dispute the correctness of the same at this stage.

13. The question whether a writ petition is maintainable for claiming the legal fee due to the counsel was decided by a Division Bench of Madras High Court in Writ Appeal No. 2132 of 1987 dated 14-6-1989 by holding that in respect of admitted claim the Advocate should not be driven to a civil court. In that case the

petitioner who was the Legal Adviser of the Corporation of Madras claimed a sum of Rupees 3,24,934.05 ps. for services rendered by him in 1,650 cases. An amount of Rs,72,971.39 ps was disputed by the Corporation. Deducting that amount and after making certain deductions from the admitted amount, the Division bench has issued a Writ of Mandamus directing the Corporation to pay the amount of Rs. 84,212.21 ps. Challenging that decision of Division Bench, the Government of Tamil Nadu and the Corporation of Madras have preferred an appeal to the Supreme Court which was decided in Govt. of Tamil Nadu and another Vs. R. Thillaivillalan, .. Repelling the contentions of the appellants therein that the relief of quantification is not permissible in exercise of jurisdiction under Article 226 and that the award of interest was wholly unjustified, the Supreme Court held that both the contentions put forth by the appellants therein are eminently unarguable and held that the quantification of the sum payable does not call for interference. The Supreme Court however directed the Corporation of Madras to pay lump sum of Rs. 1,00,000/- to its Legal Adviser within three weeks from the date of decision with a direction that the liability for interest is limited to the difference between Rs. 1,00,000/- and Rs. 84,212.21 ps. The decision of the Supreme Court therefore applies to the facts of this case where the claim made by the petitioner by enclosing the diaries of the work done by him and the statement of work is not disputed by the respondent at any point of time implying thereby that the claim has been admitted by the respondent.

14. The learned counsel for the respondent vehemently argued that it cannot be said that there is an agreement between the parties for payment of fees of Rs. 1,600/- per day because, in some of the letters the petitioner left the settlement of fees to the discretion of Dr. Teja, the ex-Chairman of the company. But, there is neither allegation nor proof that at any point of time before the company was taken over by the respondent, Dr. Teja has disputed the correctness of the diaries of the work done by the petitioner which were submitted to the company year after year or the rate at which the fees was claimed by him. The allegations made in the affidavit filed in support of the petition that the petitioner was paid day fees of Rs. 1,600/- per day by the States of Andhra Pradesh, Uttar Pradesh, Karnataka and Kerala for the services rendered by him to those States is not challenged. The learned counsel for the petitioner submitted that though the working hours of the Supreme Court are only 4 1/2 hours per day, the petitioner has claimed remuneration at Rs. 1,600/- per day for six hours of work done by him. Under these circumstances, it cannot be said that the legal remuneration claimed by the petitioner is in any way excessive. That fact is further supported by the circumstance that before taking over of the management by the respondent, the company itself paid Rs. 1,00,000/- to the petitioner for the work done by him in the first year. The conduct of the company in paying Rs. 1,00,000/- in response to the diary of work submitted by the petitioner for the first year shows that even the company at the relevant point of time did not dispute the quantum of remuneration claimed by the petitioner at Rs. 1,600/- per day.

15. Another submission made by the learned counsel for the respondent is that the company paid lump sum amounts to the petitioner and that the last payment should be considered as the amount paid in full settlement of the petitioner's claim against the company. But, not even a scrap of paper is produced by the respondent in support of its contention that the last payment of Rs. 25,000/- made on 26-6-1965 was in full settlement of all the claims of the petitioner pending with the company till that date. It is, therefore, not open to the respondent to contend that the payments made on 21-10-1964, 1-12-1964 and 26-6-1965 are deemed to have been made in full and final settlement of the petitioner's claim for recovery of his legal remuneration.

16. Before concluding the arguments on this aspect, the learned counsel for the respondent referring to the diaries of work done by the petitioner on 24-2-1964 commented that the said item might relate to the criminal proceedings initiated against Dr. Teja, the ex-Chairman of Jayanthi Shipping Corporation in his personal capacity and not for the company itself and therefore, it cannot be said that the diary of work submitted by the petitioner related only to the work done by the petitioner in respect of the company. In reply to that argument, the learned counsel for the petitioner pointed out that the diary submitted by the petitioner shows that a criminal case was filed by Bombay Advertising Company against Jayanthi Shipping Corporation represented by its Managing Director Mr. Rousseau and that the fact that the petitioner defended him in the Magistrate's Court in Bombay can also be seen from the diary. At any rate, when the respondent has not raised this objection either before the filing of the writ petition or at least in the counter affidavit filed in the case, I hold that it is not open to the learned counsel for the respondent to raise this objection for the first time at the stage of arguments.

17. When there is no formal agreement or document evidencing the terms of contract, the terms of contract can be spelt out from the conduct and correspondence of the parties. It is held in *Damodar Shah Vs. Union of India (UOI)*, ., that where the existence of a contract is to be found out from the correspondence, the rule is that the entire bunch of correspondence that passed between the parties has to be looked into for determination whether there was a concluded contract. Applying the above principle and also taking into consideration the conduct of Dr. Teja, the ex-Chairman of Jayanthi Shipping Corporation when he was in management of the company or the respondent itself after it has taken over the company it is established that the claim of the petitioner with regard to the quantum of work done or the rate at which he is entitled for the legal remuneration were not disputed till the respondent has written a letter dated 17-5-1988.

18. The next objection raised by the learned counsel for the respondent is that the claim of the petitioner is hopelessly barred by limitation. The learned counsel for the respondent argued that the claim of the petitioner for recovery of legal remuneration does not amount to enforcement of any statutory obligation and

therefore, the delay in filing the writ petition after a lapse of more than fifteen years after the cause of action has arisen is fatal, In support of his contention he relied upon the correspondence and stated that in view of the fact that the last payment was made on 26-6-1965 by the company, that there are no files or papers accepting the claim made, that the petitioner did not take any action between 15-8-66 and 11-9-79 and in the absence of any semblance of admission of petitioner's claim by the respondent, the writ petition which is filed in 1990 should be dismissed in limini on the ground of laches and inordinate delay. The vehement contention of the learned counsel for the respondent is that having sent the letter dated 15-8-1966, the petitioner did not move in the matter till 11-9-1979. This contention could have been accepted had the letter dated 15-8-1966 been addressed by the petitioner on his own initiative. The specific plea in the affidavit filed in support of the writ petition is that the petitioner received a communication from the respondent dated 6-7-1966 in response to which he has sent a copy of the diary and other particulars on 15-8-1966 to the respondent. This fact is not disputed in the counter-affidavit and hence it is deemed to have been admitted. When the respondent itself called for the particulars from the petitioner and obtained the diary and other particulars, obviously, with the intention of settling the claim, it is the duty of the respondent to have given a reply either accepting the petitioner's claim or rejecting it. I, therefore, agree with the contention of the learned counsel for the petitioner that having requested the petitioner to send the diary and other particulars for the purpose of settling the outstandings due to the petitioner and having invited the statements of account, the diaries of work done, the relevant letters of correspondence and the amount outstanding, it is the duty of the respondent to have moved in the matter. In the light of the letter dated 6-7-1966 calling upon the petitioner to furnish the statement of outstanding due to him, there is nothing wrong in the petitioner expecting that the matter is under consideration by the respondent. When there is no reply from the respondent, the petitioner started reminding the respondent about the amount due to him. After receiving the letter dated 11-9-1979 the respondent did not reply to the petitioner stating that his claim is rejected on account of his laches or inaction on his part. On the other hand the correspondence shows that the matter was kept alive by the respondent by directing the petitioner to contact Sri P. Venkat Ram, the Deputy General Manager, the Shipping Corporation of India Limited Madras. The letter dated 29-3-1989 addressed to Sri P. Venkat. Ram marking a copy to the petitioner with a request to contact Sri P. Venkat Ram, shows that in spite of the letter dated 7-12-88 intimating to the petitioner that it might not be possible for the Corporation to entertain his claim, the Corporation has permitted the petitioner to have a discussion with the Deputy General Manager of the Shipping Corporation of India, Madras for the purpose of settlement of the claim of the petitioner. It is, therefore, not open to the learned counsel for the respondent to contend that because of the inordinate delay the respondent has treated the petitioner's claim as closed and that the writ petition is barred by limitation.

19. The Supreme Court held in *State of Madhya Pradesh Vs. Bhailal Bhai and Others*, that the provisions of the Limitation Act do not as such apply to the granting of relief under Article 226 and that however, the maximum period fixed by the Legislature as the time within which the relief by a suit in a civil court must be brought may ordinarily be taken to be a reasonable standard by which delay in seeking remedy under Article 226 can be measured. It is held in *Kakodonga Tea Estate v. J.N. Saikia*, AIR 1973 Gauhati 27, that a suit to recover unpaid professional fees by a Chartered Accountant falls under Article 113 of the Limitation Act and that the time runs from the date the right to recover the amount was unequivocally denied by the defendant and not from the date the work was done. The learned Judge in arriving at that conclusion has relied upon the earlier decisions of the Supreme Court and Privy Council. In *Delhi C. & G. Mills Ltd. v. Union of India* AIR 1983 All. 381., it is held that if there are successive infringements of plaintiff's right, the right to sue would accrue when the defendant clearly and unequivocally threatened to infringe the plaintiff's right.

20. Relying upon the above three decisions I hold that the period of limitation prescribed under the Limitation Act in a suit for recovery of professional fees is three years as provided under Article 113 of the Limitation Act and the cause of action in this case has arisen on 13-2-1990 on which date the respondent has unequivocally denied the petitioner's right to claim the amount.

21. As observed earlier, though it is mentioned in the letter dated 7-12-1988 that it might not be possible for the Corporation to entertain petitioner's claim, the respondent by its conduct did not stick on to that stand by permitting the petitioner to have a discussion with the Deputy General Manager of the Shipping Corporation at Madras. It, therefore, follows that the cause of action for the petitioner has accrued only on 13-2-1990 when the respondent has unequivocally denied the petitioner's right to claim the outstanding legal remuneration and finally informed him that the subject matter should be treated as closed. The writ petition is filed on 12-4-1990 within two months after the aforesaid unequivocal denial of petitioner's claim by the respondent and as such the petitioner's claim cannot be rejected on the ground that it is barred by limitation.

22. The next objection raised by the learned counsel for the respondent is that this Court has no territorial jurisdiction to entertain the writ petition and on that ground the writ petition is liable to be dismissed. He submitted that no part of cause of action has arisen at Hyderabad and that the contract was not entered into at Hyderabad. The learned counsel for the petitioner relying upon the decision of my learned Brother M.N. Rao, J., in *M.C. Jain v. The Chairman and Managing Director, Cement Corporation of India Limited*, New Delhi 1991 (I) An.W.R. 142., argued that even if a fraction of cause of action accrues within the local limits of a court, that court can adjudicate upon the matter. In that case the appellate order dated 12-6-1987 was served through the Chief General Manager

at Tandur. Inasmuch as the consequences of the appellate order in which the original order has merged fell in the State of Andhra Pradesh, the learned Judge while observing that a court can adjudicate upon the matter even if a fraction of cause of action accrues within the local limits of a court, held that the High Court of Andhra Pradesh has jurisdiction to entertain the writ petition. To the same effect is another decision of the same learned Judge in C.R. Engineering & Constructions (P) Ltd., v. Chief Engineer, P.W.D. 1991 (1) An.W.R. 263., who held that inasmuch as a part of cause of action had arisen at Visakhapatnam, the writ petition filed in High Court of Andhra Pradesh against forfeiture and cancellation is maintainable.

23. In the present case, though the petitioner was practising as a Senior Advocate of the Supreme Court, the subsequent correspondence shows that the petitioner has shifted to Hyderabad and the letters dt.29-3-1989 and 13-2-1990 have been addressed to the petitioner to his address at Hyderabad. The letter dated 29-3-1989 addressed to Sri P. Venkat Ram marking a copy to the petitioner is addressed to Yellareddiguda, Hyderabad. Similarly the final letter dated 13- 2-1990 which contains unequivocal rejection of petitioner's claim which affords the cause of action for filing the writ petition is also addressed to the petitioner's address at Yellareddiguda in Hyderabad. Since the agreement between the parties can be spelt out by way of correspondence, the entire bunch of correspondence should be looked into and therefore it is seen that a part of cause of action has arisen at Hyderabad in which event this Court has jurisdiction to entertain the writ petition. Thus all the objections raised by the learned counsel for the respondent challenging the petitioner's claim are overruled.

24. Before concluding, it is necessary to determine the question of interest claimed by the petitioner. In this writ petition the petitioner claimed Rupees 2,18,600/- together with simple interest at 12% per annum from 1-4-1966 till the date of payment. The learned counsel for the respondent vehemently opposed the claim for interest stating that there was no agreement between the parties for payment of interest and therefore the petitioner is not entitled to claim interest. It is seen from the facts of the case that the matter was pending for a long time. No doubt there was no duty cast on the petitioner to go on issuing reminders repeating his claim time and again. But, had the petitioner issued reminders to the respondent within a short interval of time, the stand of the respondent could have been known then itself and the petitioner would have taken suitable steps for recovery of the amount due to him immediately. At this length of time I feel that it is not just and equitable to mulct the respondent with the liability for payment of interest right from 1966, especially when the legal remuneration claimed is not in respect of services rendered to the respondent but to Jayanthi Shipping Corporation, I, therefore, hold that the petitioner is entitled to simple interest at 12% per annum only from the date of filing of the writ petition i.e., from 12-4-1990.

25. In the result, the writ petition is allowed issuing a Writ of Mandamus

directing the respondent to pay the petitioner a sum of Rs. 2,18,600/- (Rupees two lakhs eighteen thousand and six hundred only), together with simple interest at 12% per annum from 12-4-1990 till the date of payment.

26. I direct each party to bear its own costs in the writ petition.