

(2016) 06 SHI CK 0055
In the High Court Of Himachal Pradesh
Case No : CWP No. 264 of 2016

Scancraft Grafiks Pvt. Limited	Vs	APPELLANT
State of Himachal Pradesh		RESPONDENT

Date of Decision : 02-06-2016

Acts Referred:

Constitution of India, 1950 — Article 226

Citation : (2016) 3 HimLR 1785 : (2016) ILRHP 1705

Hon'ble Judges : Mr. Mansoor Ahmad Mir, CJ. and Mr. Tarlok Singh Chauhan, J.

Bench : Division Bench

Advocate : Mr. R.L. Sood, Senior Advocate with Mr.Arjun Lall and Mr. Sanjeev Kumar, Advocates, for the Petitioners; Mr. Shrawan Dogra, Advocate General with Mr. Anup Rattan, Mr. Romesh Verma, Additional Advocate Generals and Mr. J.K. Verma, Deputy Advocate General,

Final Decision : Disposed Off

Judgement

Mr. Tarlok Singh Chauhan, J.—Aggrieved by the award of tender in favour of respondent No. 8 for providing of mechanised laundry service in Indira Gandhi Medical College and Hospital (for short IGMC & Hospital), Shimla, the petitioners have filed the instant petition with the following substantive prayers:-

"(a) Quash the process of selection/acceptance of the tender bid pertaining to providing of mechanised laundry services in the Indira Gandhi Medical College and Hospital Shimla on Install, Operate and removal basis through the respondent No. 2 Rogi Kalyan Smiti.

(b) Quash and set aside the work Contract awarded by the respondents No. 2 to 7 in favour of respondent No. 8 vide Contract Award letter dated 19th January, 2016.

(c) Quash Annexure PK as being highly arbitrary and incapable or being acted upon.

(d) Direct the respondents to produce the entire record relating to the

submission of the Technical and Financial bids pertaining to and arising out of the NIT Annexures PC, including the record relating to the Constitution of the Evaluation Committee, its evaluations and other record up to the award of the work contract in favour of respondent No. 8. The respondents further directed to produce the record pertaining to the earlier NIT for the years 2003 and 2009.

(e) Direct the respondents to award the aforesaid contract work in favour of the petitioner No. 1, Company."

2. Respondent No. 2, Rogi Kalyan Samiti (herein after referred to Samiti) IGMC and Hospital, Shimla issued notice inviting tender in November, 2015 for the aforesaid laundry service for a period of five years which stands awarded in favour of respondent No. 8 and the same has been questioned on the ground of mala fides as also the eligibility of respondent No. 8.

3. Official respondents (respondents No. 2 to 7) have opposed the petition by filing joint reply, raising therein a number of preliminary objections, questioning the very maintainability of the writ petition. On merits it has been averred that the award of contract in favour of respondent No. 8 is strictly on merits and therefore, there was no question of the petitioners having arrayed the respondents 3 to 7 in their personal capacity, when no mala fides are established.

4. Respondent No. 8 in whose favour the tender has been awarded filed separate reply, wherein again a number of preliminary objections regarding the maintainability of this petition has been raised and the averments as contained in the writ petition have been vehemently denied.

We have heard the learned counsel for the parties and have also gone through the records of the case.

5. It is vehemently argued by Mr.R.L. Sood, Senior Advocate, assisted by Mr. Arjun K. Lall, Advocate that initially the technical and financial bid had to be submitted in sealed envelopes on or before 28th November, 2015, which had been duly submitted by the petitioners in a sealed envelope within the stipulated time. However, vide letter dated 7.1.2016, respondent No. 2 informed the petitioner company that the sealed Financial Bids would be opened on 11th January, 2016 at 4:00 P.M. For the said purpose the petitioner company through its representative was called upon to be present in the office of respondent No. 2 for the same. Petitioner No. 2 reached the office of respondent No. 3 at 3.45 P.M. on 11th January, 2016, so as to be present in person on behalf of the petitioner company at the time of opening of the sealed financial bids at 4:00 P.M. on the said date. However, respondent No. 3 at the relevant time was not in his office and upon inquiry it was revealed that the financial bid had already been opened much before arrival of petitioner No. 2 and was lying in the office of respondent No. 4, as respondent No. 2 had to rush to attend some urgent meeting. It is apt to reproduce the relevant pleadings qua these allegations and the same are set out in paras 7 and 8 of the writ petition and read thus:-

"7. That initially the Technical and Financial Bid had to be submitted in sealed envelopes on or before the 28th November, 2015. The petitioner submitted its bid within the stipulated time, subject to correction on the production of the record in all probabilities the respondent No. 7 may not have submitted its bids within the stipulated time and date. However, vide letter No. RKS (M.S) Society-Laundry-4035 dated 7.01.2016, copy is annexed hereto as Annexure PF the respondent No. 2 informed the petitioner company that the sealed Financial Tender would be opened on 11th January, 2016 at 4:00 P.M. For the said purpose the petitioner company through its representative was called upon to be present in the office of respondent No. 2 for the same. At this stage it would be pertinent to mention that perusal of the aforementioned letter will show that respondents No. 7 as the Chairman of respondent No. 2 constituted a convenient Committee comprising respondents No. 3 to 6 for opening of the Financial Bids at the aforementioned time and date.

8. That petitioner No. 2, reached the office of respondent No. 3 at 3.45 PM on the 11th of January, 2016, so as to be present in person on behalf of the petitioner company at the time of opening of the sealed financial bids at 4:00 PM on the said date. However, respondent No. 3 was not in his office at that relevant time. His inquiry from the dealing hand revealed that the Financial bids had already been opened, much before the petitioner No. 2's arrival and were lying in the office of respondent No. 4, since the respondent No. 2 had to rush to attend some urgent meeting. He was taken initially to the office of respondent No. 4 by the dealing hand. To his utter surprise he found that the financial bids had already been opened. Respondent No. 4 directed the dealing hand to take him to the office of the Medical Superintendent, i.e. respondent No. 3 and to ask him to sign the papers pertaining to his alleged presence before the opening of the financial bids and also that he should compare the rates offered by the other bidders and particularly that of respondent No. 8. None was present in the office of respondent No. 3, the dealing hand showed the open financial bids to petitioner No. 2 and told him to sign the documents pertaining to the opening of the bid, in order to reflect therein that it was opened in his presence. However, the petitioner No. 2 refused to sign the document since the financial bids had already been opened in his absence. It would be pertinent to mention at this stage, that before any financial bid is opened, the signatures of the bidders are always obtained, in order to mark their presence before the time of the opening of the financial bids. It is only after such signatures are obtained (as per established practice and procedure) that the financial bids are opened. Since the financial bids had already been opened in the absence of petitioner No. 2, he has not signed any document reflecting his presence at the time of opening of the financial bids."

6. On the basis of the aforesaid allegations, it is claimed by the petitioners that respondents No. 3 to 7 have acted in a mala fide manner and have purposely connived with respondent No. 8 to the disadvantage of the petitioners. These averments according to the petitioners stand proved from the fact that in the

financial bids tendered by respondent No. 8 the same reflect that the quoted rates for each item of laundry have been marginally reduced as against the rates quoted by the petitioners by 5 to 10 paise per item and this could only be possible when the bid of the petitioners had already been opened much in advance in connivance with respondent No. 8.

7. It is apt to reproduce relevant pleadings qua mala fides, which read thus:-

"9. That it is obvious that respondents No. 3 to 7 have acted in a malafide manner and they purposely connived with respondent No. 7 to the disadvantage of the petitioner. This averment is further proved by the fact that a perusal of the financial bid allegedly tendered by respondent No. 8 and will show that she has quoted rates for each item of laundry by marginally reducing the rates quoted by the petitioner by a mere between 5 to 10 paise per item. The same was possible, since the Financial bid of the petitioner No. 1 Company had already been opened much in advance for the convenience of respondent No. 8. It would be significant to mention that commencing from 3:45 PM to 4:15 PM on 11th of January, 2016 no other bidder except the petitioner No. 2 who was representing petitioner No. 1, was present in the aforesaid offices of respondents No. 3 and 4. Hence, the entire action of the respondents 2 to 7 in the matter of opening and ultimate acceptance of the financial bid of respondent No. 7 is highly arbitrary and against the mandatory provisions pertaining to the opening of the financial bid its acceptance and consequent award of work contract in favour of the respondent No. 7, is liable to be quashed. Therefore, the entire process being arbitrary and discriminatory and being in violation of Article 14 of the Constitution of India deserves to be quashed and set-aside."

We may observe that though the petitioners in the aforesaid paragraph has repeatedly made reference to respondent No. 7, but it is clarified during the course of hearing by the learned counsel for the petitioners that the reference in fact is to respondent No. 8 and the same, therefore, be read as such.

8. Respondents No. 2 to 7 have in their reply disputed the allegations levelled by the petitioners and it has been submitted that the petitioners were required to be present in the office of respondent No. 2 on 11.1.2016 before the scheduled time of 4:00 P.M., whereas petitioner No. 2 himself has admitted that he reached the office of respondent No. 3 and not the office of respondent No. 2, which otherwise was the scheduled venue for opening of the tenders by the committee at 4:00 P.M. The relevant submissions are contained in para 8 of the reply, which read thus:-

"8. That the contents of this para are wrong, hence denied. It is submitted that the petitioners were required to be present in the office of the respondent No. 2 before the scheduled time of 4.00 P.M, on 11.01.2016 whereas, the petitioner No. 2 himself has admitted that he reached in the office of respondent No. 3 not in the office of respondent No. 2, which was scheduled venue for opening of tenders by the committee at 4.00 P.M. on 11.01.2016 in the presence of all

committee members & the representatives of firms who may wish to be present. The petitioner No. 2 reached in the office of the RKS, i.e. respondent No. 4, about 4.15 P.M. and enquired about the opening of the tenders, who told that tenders have been opened at 4.00 P.M. in the office of respondent No-2 as per letter of intimation dated 07.01.2016. However, the petitioner No. 2 was allowed to inspect and peruse the bids even on his late coming to the office of respondent No. 2. So far as the conduct of the petitioner No. 2 is concerned, he himself did not reach well in time in the office of respondent No. 2, therefore, the Rogi Kalyan Samiti cannot be held liable for his own wrong. So far as the signature of petitioner No. 2 is concerned, his signatures were not required as he did not reach at 4:00 O'clock in the office of respondent No. 2, where financial bids of all the firms were opened by the committee in the presence of members of the committee and representatives of the firms."

9. In so far as respondent No. 8 is concerned, it also denied the allegations levelled by the petitioners and has supported the stand of respondents No. 2 to 7, as would be evident from para 8 of the reply, which reads thus:-

"8. That the contents of para-8 of the civil writ petition are wrong and hence the same are denied. It is submitted that on 11.01.2016 all the functionaries as well as the participants who had participated in the tender were present and the meeting was held at 4:00 PM, as was informed to the tenderers. However, the petitioner did not attend the said meeting and remained absent. Now, it seems that the petitioner deliberately did not attend the meeting of opening of financial bids and as he was collecting evidence allege the same later in case he does get the award. Copy of meeting of purchase committee for opening of price bid is filed herewith as Annexure R-7 along with typed copy, which shows the attendance of all the members and tenderers who were present at that very time which was obtained and kept for record by the replying respondent for his official purposes. The petitioner now is trying to gain undue advantage of his own deliberate negligence and has concocted a false story of having reached the office of respondent No. 3 at 3:45 PM and then having been rushed to Medical Superintendent etc. The financial bids were opened at 4:00 PM on 11.01.2016 in the presence of members and other tenderers but the petitioner remained absent despite being informed and now has taken a false ground just to oust the replying respondent who was found the eligible and lowest bidder after opening of financial bids which was done in accordance with law. Rest of the contents of this para are denied in to being wrong and false."

10. Mala fides according to Black's Law Dictionary 10th Edition means "with bad faith". Mala fide is said to be an intentional doing of a wrong act without just cause or excuse, it is done with an intention to inflict an injury or under such circumstances that the law will imply an evil motive to the act.

11. It is more than settled that mala fides have to be established on the basis of cogent evidence and material as may be available on record and merely on the basis of some vague and unsupported material, writ Court cannot draw an

inference, much less, a conclusion about the existence of mala fides. When the allegations of mala fides are made and when the prayer is to interfere with a particular action of the State Government or its functionaries on the ground of mala fides, the allegations of mala fides have to be established and proved to such an extent that the Court can record a positive finding to the effect that mala fides as pleaded are established in the given set of circumstances.

12. Indisputably, it is always open for the Court to go into the question of mala fides raised by a litigant, but in order to succeed, much more than a mere allegation is required. Bald and unfounded allegations of mala fides are not sustainable and that mala fides must be specifically pleaded and proved. It is equally settled that when such allegations of mala fides are made, they should be made with all sense of responsibility, otherwise, the maker of such allegations should be ready to face consequences.

13. It is equally well settled that the burden of proving mala fides is on the person making the allegations and the burden is "very heavy." (E.P. Royappa v. State of Tamil Nadu (1974) 4 SCC 3)

14. There is every presumption in favour of the administration that the power has been exercised bona fide and in good faith. It is to be remembered that the allegations of mala fides are often more easily made than made out and the very seriousness of such allegations demands proof of a high degree of credibility. As observed by the Hon'ble Supreme Court in Gulam Mustafa v. State of Maharashtra (1976) 1 SCC 800 "It (mala fides) is the last refuge of a losing litigant."

15. In State of A.P. and others v. Goverdhanlal Pitti (2003) 4 SCC 739, the question of mala fides was considered by the Hon'ble Supreme Court in paras 12 to 14 in the following manner:-

"12. The legal meaning of malice is "ill-will or spite towards a party and any indirect or improper motive in taking an action". This is sometimes described as "malice in fact". "Legal malice" or "malice in law" means "something done without lawful excuse". In other words, "it is an act done wrongfully and wilfully without reasonable or probable cause, and not necessarily an act done from ill feeling and spite". It is a deliberate act in disregard of the rights of others. (See Words and Phrases legally defined in Third Edition, London Butterworths 1989).

13. Where malice is attributed to the State, it can never be a case of personal ill-will or spite on the part of the State. If at all, it is malice in legal sense, it can be described as an act which is taken with an oblique or indirect object. Prof. Wade in its authoritative work on Administrative Law (Eighth Edition at pg. 414) based on English decisions and in the context of alleged illegal acquisition proceedings, explains that an action by the State can be described mala fide if it seek to "acquire land" "for a purpose not authorised by the Act". The State, if it wishes to acquire land, should exercise its power bona fide for the statutory purpose and for none other.

14. Legal malice, therefore, on the part of the State as attributed to it should be understood to mean that the action of the State is not taken bona fide for the purpose of the Land Acquisition Act and it has been taken only to frustrate the favourable decisions obtained by the owner of the property against the State in the eviction and writ proceedings."

16. In *Union of India and others v. Ashok Kumar and others*, (2005) 8 SCC 760, it is held by the Hon"ble Supreme Court that seriousness of allegations of mala fides demands proof of high order of credibility and the Courts should be slow to draw dubious inferences from incomplete facts placed before them by a party, particularly when the imputations are grave and they are made against the holder of an office having high responsibility. It was held:

"21. Doubtless, he who seeks to invalidate or nullify any act or order must establish the charge of bad faith, an abuse or a misuse by the authority of its powers. While the indirect motive or purpose, or bad faith or personal ill-will is not to be held established except on clear proof thereof, it is obviously difficult to establish the state of a man's mind, for that is what the employee has to establish in this case, though this may sometimes be done. The difficulty is not lessened when one has to establish that a person apparently acting on the legitimate exercise of power has, in fact, been acting mala fide in the sense of pursuing an illegitimate aim. It is not the law that mala fide in the sense of improper motive should be established only by direct evidence. But it must be discernible from the order impugned or must be shown from the established surrounding factors which preceded the order. If bad faith would vitiate the order, the same can, in our opinion, be deduced as a reasonable and inescapable inference from proved facts. (*S. Pratap Singh v. State of Punjab* AIR 1964 SC 72). It cannot be overlooked that burden of establishing mala fides is very heavy on the person who alleges it. The allegations of mala fides are often more easily made than proved, and the very seriousness of such allegations demand proof of a high order of credibility. As noted by this Court in *E.P. Royappa v. State of Tamil Nadu and Another* (AIR 1974 SC 555), Courts would be slow to draw dubious inferences from incomplete facts placed before it by a party, particularly when the imputations are grave and they are made against the holder of an office which has a high responsibility in the administration. (See *Indian Railway Construction Co. Ltd. v. Ajay Kumar* (2003) 4 SCC 579)."

17. There can be two ways by which a case of mala fides can be made out. Firstly, that the action which is impugned has been taken with the specific object of damaging interests of aggrieved party and secondly such action is aimed at helping another party which results in damage to the party alleging mala fides.

18. Adverting to the facts, it would be seen that there is no allegation whatsoever in the pleadings that the case falls within the first category, but an inference of mala fides has been sought to be drawn in the second category on the basis of vague and unsubstantiated pleadings.

19. As per the admitted case of the petitioners, instead of visiting the office of respondent No. 2, its representative, i.e. petitioner No. 2 is alleged to have visited the office of respondent No. 3, therefore, the petitioners in such circumstances cannot fasten any blame upon the respondents for the mistake on their part.

20. The basis and foundation for levelling allegations of mala fides is the rates offered by respondent No. 8, which are marginally lower than those offered by the petitioners and this according to him would only be possible when the financial bids of the petitioners had already opened before the stipulated time.

21. Though we were not prima facie convinced with the allegations of mala fides, however, in order to satisfy ourselves and to ensure that complete justice is done between the parties, we called for the records of the case.

22. We have thoroughly and meticulously gone through the records and find that it was not only respondent No. 8, but there were other two tenderers M/s Corporate Care New Shimla and M/s Shimla Cleanways, New Shimla who had participated in the tender process. The comparative statement of the price bid reads thus-

"Comparative Statement of price bid of tender for providing Mechanized Laundry Services in Indira Gandhi Medical College & Hospital Shimla on Install, Operate & Removal Basis opened on 11-01-2016 at 4:00 P.M. in the office of Principal Indira Gandhi Medical College Shimla.

Sr. No.

Name of Items

M/s Corporate Care New Shimla

M/s Shimla Cleanways New Shimla

M/s Scancraft Grafiks Pvt. Ltd. New Delhi

M/s A.B. Enterprises Sanjauli Shimla.

1

2

3

4

1.

Bed Sheet

9.80

9.75

9.79

9.60

2.

Draw Sheet

5.50

5.40

5.50

5.30

3.

Pillow Cover

3.50

3.30

3.30

3.25

4.

Patient Dress/Kurta/Pyajama Cotton/TC

6.75

6.50

6.60

6.40

5.

Door Curtains

17.70

17.50

17.75

17.25

6.

Window Curtains

9.70

9.70

9.75

9.50

7.

Screen Curtains

4.70

4.50

4.75

4.30

8.

Surgical Gown/ Ward/Cotton/TC/Ladies Gown

9.80

9.75

9.79

9.60

9.

Split Sheet

3.80

3.75

3.90

3.60

10.

Abdominal Sheet

9.80

9.75

9.79

9.60

11.

Legging (Coloured)

3.20

3.25

3.10

3.00

12.

Hand Towel, Skin/OT

2.20

2.15

2.20

2.10

13.

Doctor's Dress (Shirt & Pyajama)

5.80

5.75

6.00

5.60

14.

Doctor's Coat/Technician Coat (White/Coloured)

7.80

7.75

7.80

7.60

15.

Cap and Masks (Per Set)

1.00

0.95

1.00

0.90

16.

Turkish Towel (Medium Size)

3.75

3.75

3.75

3.60

17.

Bath/O.T. Towel (Big Size)

6.45

6.40

6.49

6.20

18.

Big Wrapper (White/Coloured)

3.15

3.10

3.00

3.00

19.

Small Wrapper

2.00

2.00

2.00

2.00

20.

Ortho Sheets

2.40

2.00

2.50

2.40

21.

Eye Sheets

1.20

1.10

1.25

1.20

22.

Sponge (O.T.)

1.00

1.00

1.00

0.90

23.

X-ray Covers

2.10

2.00

2.00

2.00

24.

Head Tie

1.10

1.00

1.00

0.90

25.

Petticoat

2.00

2.20

2.25

2.00

26.

Baby dress

1.75

1.80

1.90

1.75

27.

Baby blanket

4.75

4.50

4.50

4.25

28.

Blanket Big (Dry Cleaning only)

Blanket Small (Dry Cleaning only)

24.50

7.90

24.00

7.75

24.75

8.00

23.00

7.00

29.

Apron

7.90

7.75

7.80

7.50

30.

Gynae Sheet

8.30

8.20

8.25

8.00

31.

Chair Cushion Cover

5.00

4.80

4.75

4.50

32.

Stretcher Dari

16.00

15.70

15.75

15.50

33.

Cradle Cover

2.05

2.00

2.10

2.00

34.

Gudri

2.30

2.25

2.10

2.00

35.

Hamper

2.60

2.50

2.75

2.00

36.

Consultion Sheet

7.80

7.75

7.90

7.50

37.

Curtain Screen

5.50

5.40

5.45

5.25

38.

Gloves Bag

2.30

2.20

2.25

2.10

39.

Baby Sheet

2.80

2.75

2.75

2.50

40.

Trolly Mattresses Cover

6.75

6.70

6.75

6.50

41.

Binder round blue

2.00

1.85

1.90

1.75

42.

Nurses Shirt/Pyajama fone

5.75

5.50

5.50

5.40

43.

Canvace Bag (Hamper)

2.70

3.00

2.75

2.50

44.

Cut Sheet

2.15

2.10

2.10

2.00

45.

Doctors Gown White/Blue

9.80

9.75

9.79

9.50

46.

Bed Cover

18.00

16.50

16.50

16.00

47.

Wrapper baby

3.00

2.75

2.95

2.50

48.

Curtain Big

2.75

2.00

2.95

2.50

49.

Curtain Small

2.50

1.90

2.30

2.00

50.

Sofa Cover

15.00

14.00

14.75

14.50

51.

Mask

1.00

0.95

1.00

0.90

M/s A.B. Enterprises Plot No. 6, Block No. - 12 HBC Sanjauli, Shimla-6 has quoted the lowest rates of washing of linens articles. Hence, M/s A.B. Enterprises being the lowest quoter is recommended for award of this contract.

Sd/-

Sh. Maneet Verma

Assistant Controller (F&A)

IGMC, Shimla

(Member)

Sd/-

Sh. K.R. Negi

C.E.O.-cum-Dy.

Controller(F&A)

RKS IGMC & Hospital, Shimla. (Member)

Sd/-

Dr. Ramesh

Sr. Medical Superintendent

IG Hospital, Shimla (Member)

Sd/-

Dr. S.S. Kaushal

Principal

IGMC, Shimla. (Chairman)"

23. Evidently, the aforesaid comparative statement indicates that the difference of price offered by the petitioners viz-a-viz the other competitors including respondent No. 8 is absolutely marginal. But, that apart, it would also be noticed

that the petitioners are not even next in merit i.e. not below the respondent No. 8 and therefore, this clearly belies the wild allegations of the mala fides made by the petitioners to soil the reputation of respondents No. 3 to 7.

24. Now when the petitioners cannot any longer be held to be in the race, as they are not even placed in the next in the merit and the other tenderor M/s Shimla Cleanways, New Shimla is admittedly the second bidder, the other allegations regarding the eligibility etc. of the respondent No. 8 need not be gone into. We say so because even if it is assumed that the petitioner succeeds even then the tender cannot be awarded to it and would be required to be awarded to the next in merit i.e. M/s Shimla Cleanways, who has neither been arrayed as a party nor are there any allegations similar to those levelled by the petitioners against respondent No. 8 or for that matter against respondents No. 3 to 7 as is evident from the pleadings quoted in extenso above.

25. Now adverting to the allegations of the petitioners that its tender had earlier been opened in order to help respondent No. 8, we find the allegations to be too farfetched. After all why would respondents No. 2 to 7, who are holding and manning high posts of Senior Medical Superintendent, IGM, Shimla, Deputy Controller (F&A)-cum-CEO Ragi Kalyan Samiti IGM, Shimla, Assistant Controller (F&A)-IGM and Hospital Shimla and Chairman of the Ragi Kalyan Samiti-cum-Principal IGM and Hospital, Shimla, illegally or mala findly try to ensure that the tender is awarded in favour of respondent No. 8.

26. On the basis of the aforesaid discussion, we have no hesitation to conclude that the petitioners in their quest to succeed in this petition at any cost have without carrying out any verification whatsoever, made disparaging and slanderous attack on the official respondents who are holding offices with high responsibility in the administration. There is absolutely no material placed before the Court or otherwise available, which may even remotely suggest that the role of the official respondents in awarding the tender in favour of respondent No. 8 was in any manner partisan.

27. This Court in exercise of its extra ordinary jurisdiction, is a Court of equity and any person approaching it is expected to come not only with clean hands, but also with clean mind, clean heart and with clean objective. He who seeks equity must do equity. The judicial process cannot become an instrument of oppression or abuse or a means in the process of Court to subvert justice for the reasons that the Courts exercise jurisdiction only in furtherance of justice. The interest of justice and public interest coalesce and therefore, they are very often one and the same. To say the least the petitioners have abused the judicial process, that too on the name of vindicating their legal rights by resorting to half-truths, misleading representations wild and irresponsible allegations, wasting the precious time of Courts, that too in the name of justice.

28. It is further obvious from the reading of pleadings quoted above that only vague allegations of mala fides have been levelled and that too without any

basis. The allegations of mala fides as analysed in the backdrop of the aforesaid requirement of law would reveal that these are totally baseless, unfounded and unsubstantiated. The grounds appear to be not only wholly misconceived, but rather ill conceived and therefore, deserves to be rejected.

29. The Hon'ble Supreme court in its recent decision in SLP (C) Nos. 33429-33434 of 2010, Messer Holdings Ltd. v. Shyam Madanmohan Ruia and others with SLP (C) Nos. 23068 -23090 of 2012, decided on 19th April, 2016 took notice of abuse of judicial process by unscrupulous litigants with money power, that too, all in the name of legal rights by resorting to half -truths, misleading representations and suppression of facts, wasting the precious time of Courts, that too in the name of "fight for justice" and then proceeded to impose exemplary costs of Rs. 25,00,000/- (Rupees Twenty five lakhs) to be paid by each of the three parties. This judgment was recently relied by us in CWP No. 3131 of 2014 titled Dr. J.S. Chauhan v. State of Himachal Pradesh and others, decided on 6.5.2016 and this Court dismissed the writ petitions with costs of Rs. 50,000/- each. Similar reiteration of law is found in judgment delivered by this Court in CWP No. 4240 of 2015 titled Om Prakash Sharma v. State of H.P. and others, decided on 19.4.2016.

30. In view of the aforesaid discussion, not only this petition sans merit, but the same is also frivolous and has only resulted in precious time of the Court being wasted. That apart, the petitioners have irresponsibly and recklessly levelled unfounded, unsubstantiated and above all unwarranted allegations against respondents No. 3, 4, 5 and 7, who as observed earlier, are senior and reputed officials of the State and this practise can neither be countenanced nor encouraged. Accordingly, the petition is dismissed with costs of Rs. 50,000/- to be paid by the petitioners to respondents No. 3, 4, 5, 7 and 8 in equal shares i.e. Rs. 10,000/- each to them.

31. The petition is disposed of in the aforesaid terms, so also the pending application(s), if any.