
(1981) 03 AP CK 0009
In the Andhra Pradesh High Court
Case No : Writ Appeal No. 431 of 1980

Sri Rama Engineering Contractors

APPELLANT

Vs

Construction Engineer, Civil Engineering, Department of
Space, Government of India, Sriharikota, Nellore and Another

RESPONDENT

Date of Decision : 27-03-1981

Acts Referred:

Constitution of India, 1950 — Article 14, 19(1), 226

Citation : AIR 1981 AP 165

Hon'ble Judges : P.A. Choudary, J; Madhava Reddy, J

Bench : Division Bench

Advocate : B. Venkataramanaiah and G. Raghram, for the Appellant; K. Subrahmanya Reddy for Central Government and M.V. Ramana Reddy, for the Respondent

Final Decision : Dismissed

Judgement

P.A. Choudary, J.—This writ appeal is against an order of our learned brother Gangadhara Rao, J., dismissing the petitioner's writ petition filed seeking a declaration from this Court that the acceptance of the tender of the second respondent-Contractor to construct a group of houses at Sulurpet for housing the employees of the Space Project at Sriharikota by the Construction Engineer of Sriharikota Space Organization, the first respondent herein is illegal and an order directing the first respondent to consider the tenders opened on 21-1-1980 and to accept the petitioner's tender.

2. Construction Engineer, Civil Engineering Division, Department of Space, Government of India, Sriharikota, Nellore, invited sealed tenders for the construction of "D" and "E" types of quarters for housing those working in the Space Project at Sriharikota. The officially estimated cost of construction of these homes was around Rs. 11,87,000/-.

The petitioner which is a firm of contractors offered through its tender to construct those houses at a price of Rs. 13,07,729/- whereas the second

respondent, another contractor, offered to construct the same houses for a price of Rs. 13.21,581/-. The other contractors who quoted much higher rates were out of picture and nothing more need be said about them.

3. The petitioner's was the lowest tender and the next lowest was that of the second respondent. Yet, the contract for the construction of those houses was awarded to the second respondent. Not unnaturally this gave rise to a feeling of inequitable treatment leading the petitioner to this Court to file the present writ petition challenging the validity of the action of the first respondent in rejecting his tender and awarding the contract to the second respondent.

4. There were undoubtedly circumstances in this case that had aroused in the mind of the petitioner a sense of injustice. The sealed tenders given by the petitioner and the second respondent as well as those of the others, were opened by the first respondent on 21-1-1980 when it was found that the second respondent had quoted two different rates for the same type of work i. e. for the construction of "D" and "E" types of houses. The first respondent, therefore, called the second respondent for discussions to get uniform rates from him and as a result of those discussions secured uniform rates from the second respondent. The revised rates lowered the tender amount of the second respondent resulting in the tender of the second respondent becoming lower than that of the petitioner by about a thousand rupees. The first respondent-Construction Engineer, had referred these matters together with his proposal to award the work to the second respondent for consideration of a body called the Tender Committee which consisted of about six persons including himself. That body in consideration of the matter, gave its approval to the proposal of the Construction Engineer for awarding the work of construction of the aforesaid homes to the second respondent. Accordingly the Construction Engineer had accepted the revised tender of the second respondent and concluded a contract with him for the construction of "D" and "E" types of houses at Sulerpet. This naturally resulted in eliminating the petitioner from the race exacerbating his already injured feelings of injustice.

5. The petitioner had challenged the action of the first respondent in awarding the work to the second respondent on various grounds. In the first ground of his objection he questioned the procedure adopted by the Construction Engineer. It was said on his behalf that in holding negotiations with the second respondent the Construction Engineer had acted not only ultra vires of his powers but also contrary to the petitioner's right to receive equal treatment under Article 14 of the Constitution. His second ground was that in awarding the work to the second respondent, the Construction Engineer was guilty of committing serious violation of principles of natural justice inasmuch as adverse materials contained in the performance reports maintained by the first respondent regarding work done in earlier periods by the petitioner for the Space Department, was used against the petitioner without affording him any opportunity to either confirm or contradict the same.

6. While the Construction Engineer confessed that he did hold negotiations with the second respondent he sought to avoid the imputed illegal effects to his actions by pleading that he did so in order to obtain uniform rates and not in order to bring down the total tender price of construction offered by the second respondent to a level lower than that of the petitioner. The first respondent stated that the second respondent was never treated as the lowest tenderer, not even after the revised tender. It was thus explained that the petitioner was not treated unequally. The first respondent in his counter stated that the petitioner's lowest tender was rejected because the petitioner's past performance with the Department did not inspire sufficient confidence in the authorities to entrust the work of the present magnitude, to him. The Engineer's specific case was that the petitioner had never kept in the past to time-schedule and had always delayed in the past completion of the work entrusted to him. Additionally it was said against the petitioner that he had no previous experience of doing any construction work of this magnitude costing around 12 lakhs of Rupees and that it was for these reasons the petitioner's tender was rejected.

7. The first respondent argued that it was well within his powers to hold the negotiations with the second respondent and that he did not show any favour to the second respondent. He also argued that there was no violation of the principles of natural justice in his relying upon the performance reports regarding the previous work of the petitioner.

8. The measuring rod for testing the legality of the first respondent's action is to be found in no Statute. It is contained in administrative directions, only issued by the Govt. of India. The tender notice and more particularly the Government Order dated 27-6-1978 prescribes the procedure for awarding the work. Basing himself upon Rules 12 and 16 of the aforesaid Government Order, Mr. Subrahmanya Reddy the learned counsel for Central Government attempted to support the action of holding negotiations by the first respondent with the second respondent after the tenders were opened. But, we do not find that the procedure adopted by the first respondent in entering into private discussions with the second respondent for obtaining uniform rates both for "D" and "E" types of houses can ever be supported on the basis of Rules 12 and 16 of the above Government Order. Rule 12 of the aforesaid general rules deals with the powers of the Construction Engineer to make unilateral alterations to and omissions from the original specifications drawings etc., without the contract becoming invalid. Rule 12, therefore, does not even remotely deal with the powers of the Construction Engineer to enter into the aforesaid negotiations. Similarly, Rule 16 of the aforesaid Rules which declares that the rates quoted by the tenderer are inclusive of sales tax, octroi duty etc., and shall not be subject to variations, is equally inapplicable and has nothing to do with the powers of the Construction Engineer to hold negotiations with the second respondent-tenderer. We cannot, therefore, uphold the action of the Construction Engineer in entering into negotiations with the second respondent-tenderer on the basis of the aforesaid Rules 12 and 16. But this is not to say that the above Government

order did not at all give any power to the Construction Engineer to hold negotiations. Quite the contrary we find that there is a specific rule in the above Government Order which not only permits the Construction Engineer to hold these negotiations but would also justify the awarding of work to the second respondent. That rule which permits the Construction Engineer to conduct negotiations with the second respondent is to be found in Rule 8 of the aforesaid Government Order. That Rule reads as follows :--

S. No. Nature of work Designation Extent of powers.

8.

Award of work by negotiation with a tender other than the lowest

C. E.

Up to 5.00 Lakhs. Tenders exceeding 5.00 lakhs should be referred to the Tender Committee for its prior approval. Beyond Rs. 50.00 lakhs, the cases will be referred to the Dept. by the Tender Committee for approval.

The language of Rule 8 in Col. I which speaks of "award of work by negotiations with a tender (obviously a mistake for "tenderer") other than the lowest" and in Col. 2 which specifies the proper authority as the "Construction Engineer", clearly justifies, in our opinion, the Construction Engineer holding negotiations with the second respondent. The language clearly shows that the elimination of the lowest tenderer is within the contemplation of these rules. The rules also show that it is the Construction Engineer who has to award the work and for that purpose he can hold negotiations with a tenderer other than the lowest. Although these provisions do not detail the nature and content of negotiations obviously they must be taken to refer to everything and anything connected with the awarding of work. It follows that negotiations to reduce the tender or to make the tenderer to quote uniform rates are not ruled out by this language of the aforesaid Government Order. We do not find therefore anything illegal or ultra vires in what the Construction Engineer did. Faced as he was with this intractable language of the Rule 8, the learned Counsel for the petitioner argued that the meaning of this rule was that that the Construction Engineer should first obtain the consent of the Tender Committee for holding negotiations with the tenderer. According to the learned counsel for the petitioner, the Tender Committee should be first approached by the Construction Engineer and its approval obtained before the Construction Engineer could negotiate with the tenderer. Neither respect for the language of the above Rule 8 nor regard for practicality supports this contention of the petitioner. The language of the Rule means what it says and not more.

It is that tenders exceeding Rs. 5.00 lakhs should be referred to the Tender Committee. Could it be inferred from the above language of the rule that prior approval of the Tender Committee is necessary even to negotiate? Yes, says the appellant, because such prior approval of the Tender Committee according to him would act as a safeguard. But there is no risk in negotiations. Negotiations

therefore call for no safeguards. The award is by the Chief Engineer. It follows that reference to Tender Committee can only be for awarding of work and not for talks. The language does not say that prior approval must be obtained by the Construction Engineer even for negotiations. Col. 3 not having anything to say on the negotiations goes against this argument of the petitioner. It should not be considered as imposing any limitations on the powers of the Construction Engineer to hold negotiations, as mentioned in Col. 1. From a practical point of view also we cannot agree with this particular reading of the rule suggested by the petitioner, because such a reading only makes for the working of the Government Order slow, tardy and cumbersome by requiring the approval of the Tender Committee for entering into negotiations as well as for awarding the work without any compensating advantages. Such a procedure would impede the progress of the execution of the scheme without promoting any recognizable State interest. We thus find no purpose in insisting upon the obtaining the prior approval of the Tender Committee by the Construction Engineer even before he starts negotiating. We hold that what all Rule 8 requires is the approval of the Tender Committee to the negotiations held, conducted and completed by the Construction Engineer. At that stage alone, the Tender Committee can usefully apply its mind and beneficially accord its approval. Earlier, there being no material before the Tender Committee to act upon, approval even for holding negotiations would be purposeless. We therefore find no error in the Construction Engineer conducting negotiations with the second respondent without the prior approval of the Tender Committee. For these reasons, we reject the argument of the petitioner that the Construction Engineer acted with procedural irregularity in conducting negotiations with the second respondent.

9. The further argument of the petitioner that the second respondent was favoured by the first respondent by affording the second respondent an opportunity to lower the tendered amount cannot also find our acceptance. The work was not given to the second respondent on the basis that the second respondent was the lowest tenderer. Out of the petitioner and the second respondent, the petitioner's tender was rejected on the basis of his past performance and also on the basis of his lack of sufficient experience to do this magnitude of work leaving the second respondent alone in the field as a real competitor for this work. Basing upon the satisfactory performance of the second respondent in the past the work was awarded to him. On these facts we find that there was no favour shown to the second respondent in giving the work to him. The second respondent was given only what was due to him on the basis of his past performance. Able and efficient people must have their rewards. Promotion of excellence is one of the constitutional ideals we swear by though we do not always practice it much. The argument of the petitioner based on the ground of discrimination must therefore be rejected.

10. The main argument of the petitioner before us was that he had been excluded on the basis of certain materials contained in the progress reports maintained by the first respondent in the usual course of his official business

when the petitioner was earlier working for the Space Department. These reports appears to have had shown the petitioner as having not completed the construction work entrusted to him earlier in time. From the averments in the counter, we also find that the petitioner had been rejected on the basis that he did not have any previous experience in executing the work of this magnitude while the second respondent had such experience. The previous work which the petitioner had done did not exceed Rs. 5 lakhs. On the above, the petitioner argued that the rejection of his tender on the basis of the contents of the past performance reports without affording him any opportunity to confirm or contradict the contents thereof, was in violation of the principles of natural justice and his exclusion on the basis of lack of experience and past performance would amount to black-listing him.

11. The argument of blacklisting advanced by the petitioner, in our opinion, was afflicted with serious conceptual infirmity of wool-liness. It almost amounts to saying the impossible that there is no difference between the general and particular, between rejection of a particular tender and a general blacklisting of a contractor. Blacklisting of a contractor by the Government like out-casting of a member by a community is done on the basis of his being found generally disqualified to hold that status. It is a general declaration of his disqualification and a denial of a civil right and has nothing to do with his unsuitability to do any particular job. Every refusal to enter into a marital alliance, for example, does not amount to excommunication. Every refusal to award a particular contract is not blacklisting. Both acts of refusal are bated on the ground of comparative unsuitability. The disqualification in the case of blacklisting is not comparative but positive and has no relevance to a particular work. In rejecting a tender on the ground that a better contractor is available there is no general disqualification involved at all. The decision is arrived at on the basis of comparative merit. Blacklisting is like passing a bill of attainder. In refusing to award a contract, there is no sentence passed and no element of condemnation involved as undoubtedly there would be in the case of blacklisting. These differences between blacklisting and refusing to award a contract can also be illustrated from the after-effects of blacklisting. After a contractor is blacklisted and so long he continues to be so ostracized he would cease to be eligible to be considered as contractor without any reference to the magnitude and nature of a particular work. So long as he remains blacklisted he loses his legal capacity and status to act as a contractor in relation to that particular Government. Blacklisting brings about disability not with reference to any particular contractual venture but generally in relation to an occupation. It brings about a practical metamorphosis of ineligibility over the contractor. This is wholly different from a contractor being rejected after consideration for doing a particular work on the ground that he was less suitable for that particular work as compared with some other. In the latter type of cases the contractor continues to be eligible to be considered. He undergoes no legal metamorphosis from eligibility to disqualification. He sheds no civil status. He loses no legal or social rights or lustre. Only he could not get

that particular work. Another day he might get some other work from the same Department to the doing of which he would be adjudged more suitable than others. Thus both in conception and in consequences the act of blacklisting fundamentally differs from the act of refusal to award a particular contract. In the present case, the petitioner was not rejected on the ground that he was disqualified but only on the ground that he was found less suitable for the job on hand than the second respondent. The petitioner, we are told, is right now working in some other venture for the same Department. This is therefore no case of blacklisting and the petitioner's argument advanced on the basis of *Erusian Equipment and Chemicals Ltd. Vs. State of West Bengal* and *Another*, that he should have been given a notice before being blacklisted most therefore fail.

12. The last if not the most important argument of the counsel for the petitioner in this case was that the principles of natural justice were violated by the Construction Engineer and the Vendes Committee by their taking into account against the petitioner the materials culled from the performance reports already referred to above without putting those materials for confirmation or contradiction of the petitioner. Although filing of writ petitions based even on minimal violence to the principles of natural justice have now-a-days become too common and complaints based on violation of principles of natural justice have become almost the last refuge of a writ argument it must be said that the seriousness of such a charge could in no way become lessened by frequency of its use or familiarity of its employment. In man's never-ending quest for justice in his unending world of doubt and uncertainty there are no more spontaneously accepted legal principles than the principles of natural justice. Both man and God acknowledge allegiance to these ancient and hallowed principles. It is commonly accepted that natural justice like the American Due Process is the best instrument for promoting the interests and the dignity of man as well as for furthering the legitimate State purposes. It ensures the participation of the common man in the Governmental process while insuring the Government against committing those elementary blunders which leave lasting stains of infamy and blemish on its system of justice (see *Justice Jackson in Shaughnessy v. U. S.* (1952) 345 US 224. It is therefore no wonder that Courts have held up these principles as the unwritten limitations on exercise of State power and the two well-known Latin maxims, (a) *audi alteram partem* and (b) *nemo iudex in re sua*, have become the unthinking normatives of world jurisprudence. There is therefore no difficulty in accepting these principles. But the real difficulty arises in applying them. There is no agreement either among the modern or the ancient judicial authorities as to when these two principles would apply and what they would entail where they apply? Do they apply only to acts which are conceptually described as judicial or quasi-judicial or do they apply to administrative acts also? Do they apply only to acts of forfeiture of vested rights or do they extend to the protection of what are called legitimate hopes and aspirations? Do they safeguard procedures which if properly observed might result in constituting new

rights? Does the urgency of the situation or the nature of the administrative action operate to excuse departure from these principles? Is denial of these principles by itself a prejudice? Is an action taken in violation of principles of natural justice void or voidable? Is official notice a legitimate exception to this doctrine?

13. In answering all these and several other questions of similar nature, judicial dicta does not speak in one voice. Ungood Thomas, J., in *Lawlor v. Union of Post Office Workers* (1965) Ch 712 complained that "the law on natural justice is not in a satisfactory state and the authorities disclose some differences of view. It is somewhat lacking in precision on the occasions on which it should apply and what it requires to be done on those occasions," while Megarry, J., in *Gaiman v. National Association for Mental Health* (1971) Ch 317 observed that "the ambit of natural justice is indeed a subject worthy of further academic research."

14. Although the one-time judicial scepticism about the meaning of principles of natural justice expressed by such positivist pronouncement of the House of Lords as in *Local Government Board v. Alridge* 1915 AC 120 at pp. 130, 138 and of the King's Bench in *Robinson v. Fenner* (1913) 3 KB 835, 842, has now given place to a mood of judicial uncertainty as to when these principles would apply and although it is no longer said by any Court that the principles of natural justice are vacuous, yet surely there is no unanimity among the Judges as to when those principles would apply. The differing views expressed by the learned Judges of our Supreme Court in the recent *Swadeshi Cotton Mills Vs. Union of India* (UOI), highlight this state of uncertainty.

15. Several attempts have been made to identify the situations in which it was considered natural justice should apply. For example, where there is a *lis inter partes* as in *Errington v. Minister of Health* (1935) 1 KB 249 or where a person's livelihood is at stake as in *Rex v. Liverpool Corporation; Ex parte Liverpool Taxi-Owners' Association* (1972) 2 WLR 1262 or where a decision will deprive a person of an office or status as distinct from an ordinary employment as in *Ridge v. Baldwin*, 1964 AC 40 or where the property rights are at stake as in *Cooper v. Wandsworth*, (1863) 14 CBNS 180 it is suggested that these principles of natural justice should apply, (see Bailey, Cross and Garna "Administrative Law", page 347). Lord Denning suggested that the question whether or not a person is entitled to the protection of these principles depends upon whether or not he has some right or interest or legitimate expectation of which it would not be fair to deprive him without hearing. In *Durayappah v. Fernando*, (1967) 2 AC 337, the Privy Council laid down a different criteria. The Privy Council said,

"There are three matters which must always be borne in mind when considering whether these principles should be applied or not. These three matters are; first, what is the nature of the property, the office held, status enjoyed or services to be performed by the complainant of injustice. Secondly, in what circumstances or upon what occasions is the person claiming to be entitled to exercise the measure of control entitled to intervene. Thirdly, when a right to

intervene is proved, what sanctions in fact is the latter entitled to impose upon the other -- It is only upon a consideration of all these matters that the question of application of the principle can properly be determined".

In a recent judgment of Chancery Division *Megarry V. C.* attempted a survey of the situations where principles of natural justice might apply. The learned Judge classified the situations into three categories, (a) forfeiture cases where there is a decision which takes away some existing right or position of the applicant, (b) application cases where the decision merely refuses to grant the applicant the right or position that he seeks such as admission into a club, (c) expectation cases where the applicant has some legitimate expectations such as renewal of licences from what has already happened that his application would be granted. The learned Judge ruled that cases falling under Category (a) present a clear situation to which the principles of natural justice would be attracted. He also held that cases falling under Category of "legitimate expectations" case would be entitled to the protection of natural justice. But according to the learned Judge, cases falling under Category (b)--application cases -- would not be entitled to the application of these principles. Such cases, according to the learned Judge, would be entitled only to be dealt with fairly and honestly as laid down in *Re. K. Infant* case (1967) 2 QB 617. *Megarry J.*, in the aforementioned case drew a distinction between the duty to observe principles of natural justice and the duty to act fairly. The learned Judge said that farther a case travels from the point of judicial or quasi-judicial habitat its claim for the application of principles of natural justice would become more and more weak and ultimately such cases would be dealt with by application of fair play. It is clear that the learned Judge did not treat that the distinction between judicial and quasi-judicial decisions on the one hand and the administrative decisions on the other have become obsolescent at least for the purposes of applying principles of natural justice. It is also clear that the learned Judge held that fair play is conceptually and concretely different from natural justice. According to the learned Judge while the former would apply even to purely administrative acts, the latter would mainly apply only to judicial or quasi-judicial acts. The judgment of our Supreme Court in *A.K. Kraipak and Others Vs. Union of India (UOI) and Others*, can be understood as having been based upon the doctrine of fair play. It is true that in *Mohinder Singh Gill and Another Vs. The Chief Election Commissioner, New Delhi and Others*, *Krishna Iyer J.*, observed referring to the *Kraipak* case (supra) that the distinction between judicial and quasi-judicial decisions and the administrative decisions have become obsolescent. Our Supreme Court laid down in that case wherever an order inflicts civil consequences on the applicant there the principles of natural justice should be observed. Hermeneutics of the concept of natural justice are clearly not complete yet.

16. But applying any of the criteria above-mentioned we find that the present case does not call for application of principles of natural justice. We do not find it possible to say that principles of natural justice should apply to a case where the Government is refusing to enter into a works contract with a particular contractor

on the ground of his relative unsuitability. The petitioner is seeking to enter into a contract with the Government through the method of tenders. The Government rejected him on the ground of his relative unsuitability. This involves no forfeiture of his pre-existing rights or interests nor does it defeat his "legitimate expectations" nor does it inflict any "civil consequences". Fitting the present case into the above schemata we hold that the present is a case which clearly falls within the "application" category of cases. According to the above principles the petitioner is therefore entitled only to be treated fairly and honestly and not according to principles of natural justice. The petitioner has been accorded that treatment and therefore no legitimate complaint can be made by him on that ground. There is a practical reason also why rules of natural justice should not apply to the facts of this case. The petitioner was only one among several tenderers. His tender was rejected on the basis of his relative unsuitability. If principles of natural justice should apply to this case, notices should go to all the competing tenderers inviting their claims and objections. Their replies must be collected, collated and considered. Relative assessment of tenderers should be made. All that certainly means postponement of the decision by a few months to award the contract to build houses. This is a wholly unreasonable way of going about building houses and certainly not at all the way to build bridges. Natural justice applied to such situations would turn into a stumbling-block for the efficient and effective exercise of State power. Natural justice must be envisaged by the Courts as a canal through which State power may freely flow releasing its energy for the benefit of the citizens and not as a dam to hold it back. This time-consuming and self-defeating process would clearly rule out the applicability of principles of natural justice to the facts of this case. De Smith did say, "clearly not every decision affecting individual interests has to be preceded by a priori notice and an opportunity to be heard." (see De Smith's Constitutional Law and Administrative Law, III Edition, page 566.)

17. In our case the petitioner is seeking to enter into a contract with the Government in order to do some civil engineering work. It is not sufficient that Barkiks is always willing. Doing business involves an exercise of free will of more than one person concurring into an agreement. Article 19(1)(g) of the Constitution enables the free exercise of that will released from the fetters of the restrictive live State action but not from the restrictions of an unwilling party. Article 19(1)(g) does not therefore force on the State an unwilling business relationship with any particular person. In *Perkins v. Lukens Steel Co.* (1939) 310 US 113 the American Supreme Court upheld the Government's right to choose its own suppliers. It is no doubt true that the International Airport Authority case decided that the grounds available for the State to refuse to enter into a contract are much more limited and restricted than the grounds that would be available to a private individual in a comparable situation. Yet the Airport authority had hit only against discriminatory and unreasonable acts of the State refusing to enter into a contract with a particular individual. So long as the State's refusal to enter into a contract is based on reasonable grounds as they

are understood in law and is not discriminatory the State does enjoy the right to choose its own suppliers and broad rule in the above Perkins case (supra) would still apply. Ramana Dayaram Shetty Vs. International Airport Authority of India and Others, extends the constitutional requirement that the exercise of all State power should be reasonable and in the public interest to the exercise of State contractual power also. The rule in *Barbier v. Connolly* 1883 113 US 27 that "no impediment should be interposed to the pursuits of anyone except as applied to the same pursuits by others under like circumstances; that no greater burdens should be laid upon one than are laid upon others in the same calling and condition", applies to state contracts also. The proper rule to apply in these situations is therefore the one laid down by *Barbier v. Connolly* (supra). The Airport Authority case (supra) rendered the contractual power of the State answerable to Part III of the Constitution. Under Article 19(1)(g) of the Constitution the petitioner is entitled for consideration of his case fairly and honestly. As that had been done in this case and his tender had been rejected on solid and substantial grounds of his relative unsuitability the petitioner cannot have any complaint based on violation of Article 19(1)(g) of the Constitution. Neither his abstract rights nor his concrete rights guaranteed under that Article 19(1)(g) of the Constitution are violated. The only other Article of the Constitution under which the petitioner can claim protection is that all-pervasive Article 14 of the Constitution. Under that Article we have already considered the complaint of the petitioner and rejected it.

18. In the circumstances, we conclude that no Constitutional right of the petitioner, nor any principle of natural justice is violated. Accordingly, we uphold the validity of the action of the respondents.

19. We accordingly dismiss this writ appeal, but in the circumstances, without costs.