

(2002) 01 BOM CK 0031
In the Bombay High Court
Case No : O.O.C.J. W.P. No. 2410 of 1988

V.R. Hiremath and Others

APPELLANT

Vs

Indian Oil Corporation and Others

RESPONDENT

Date of Decision : 10-01-2002

Acts Referred:

Constitution of India, 1950 — Article 14

Citation : (2002) 2 ALLMR 132 : (2002) 2 BomCR 1 : (2002) 93 FLR 546 :
(2002) 2 LLJ 785

Hon'ble Judges : P.S. Patankar, J;D.B. Bhosale, J

Bench : Division Bench

Advocate : D.S. Parikh and M.A. Dholakia, for the Appellant; P. Ramaswami, instructed by Mulla and Mulla, Craigi Blunt and Caroe and S.M. Shah and Preeti Shah, for the Respondent

Final Decision : Dismissed

Judgement

P.S. Patankar, J.—The petitioners by this petition filed under Article 226 of the Constitution of India are praying for a writ or a direction to the respondents to give benefits of the Pension Scheme called Contributory Superannuation Benefit Fund Scheme as formulated under the Memorandum of Understanding dated November 7, 1987. The petitioners are the employees of the respondent No. 1 who retired during the period from October 1986 to November, 1987. The respondent No. 1 is the Government Corporation incorporated under the Companies Act, 1956. The respondent No. 2 is Union of India who has floated the said Corporation. The respondent No. 3 is the Officers' Association or a Trade Union registered under the Trade Unions Act, 1926. Respondents Nos. 4 to 6 are the present Trustees of the Trust which came into existence on December 24, 1987.

2. Since 1984-85, a dialogue was going on between the respondent No. 1 and the employees Union for introducing a scheme of self generating pension scheme for the officers of the 1st respondent- Corporation. It is clear from the

communication dated July 15, 1986 issued by the respondent No. 3 to its members that it is going to be a self-generating scheme and to be operated by the employees (officers and the staff) that there will not be any contribution whatsoever from the respondent No. 1 Corporation. In October, 1986, the Board of the respondent No. 1 passed a Resolution approving in principle the Scheme for institution of Contributory Superannuation Fund for the employees of the Corporation on the understanding that there would be no financial burden on the Corporation. The Board authorised the Chairman of the respondent No. 1 to finalise the scheme and take steps necessary for executing the Trust. Memorandum of Understanding (MOU) came to be executed on November 7, 1987 signed on behalf of the respondent No. 1 and also on behalf of the respondent No. 3. Pursuant to the said MOU, a Trust deed came to be executed on December 24, 1987. It also provided that it is proposed to create a Contributory Superannuation Benefit Fund for the benefit of those employees who shall be eligible for membership of the Fund under the Rules thereunder and to participate in the Fund. Sum shall be contributed to the fund in accordance with the Rules of the fund. A schedule is annexed to it and the Rules were meant for the governance of the said Trust are framed. It clearly provided that said scheme would come into force from the date of signing of the MOU i.e. November 7, 1987. A minor modification came to be made to the said Trust Deed on March 24, 1988.

3. On February 17, 1988, Indian Oil Retired Officers' Association submitted an application to the respondent No. 1 for getting benefit of the said scheme for those employees who have retired prior to November 7, 1987. As this was not granted, this petition came to be filed on July 7, 1988.

4. We may note at the outset that in the original petition, we find some vague and sketchy averments made and the whole attempt was to rely upon the judgment of the Apex Court in the matter of D.S. Nakara and Others Vs. Union of India (UOI), . Additional averments came to be made by filing rejoinders which required the respondents to file replies. Therefore, there are many rejoinders and surrejoinders/replies.

5. The learned counsel for the petitioners contended that it is clear from the MOU and the Deed of Trust that the Fund or Scheme was controlled and managed by the respondent No. 1. Hence, the scheme is of the employer. He further submitted that assuming that it is not of the employer, it can very well be said that this has been jointly floated by the employer and the employees for the benefit of the employees. In that connection, he relied upon the fact that under the Income Tax Act, 1961, approval of the trust deed is contemplated and it required clearance from the Income Tax Commissioner. He submitted that this was clearly for getting the benefit of the deductions for the contributions made not only by the employees but also by the employer. He further submitted that the respondent No. 1 has made contributions to the said Benefit Fund and it is so contemplated by Rule 16(a)(ii) of the Trust Deed Rules. Therefore, the

respondent No. 1 is not only to contribute the token amount of Rs. 100/- per year as per Rule 16(a)(i), but also is permitted to make contributions under the said Rule 16(a)(ii). This indicated the role to be played by the respondent No. 1 and gives colour to the said benefit scheme that it is jointly floated by the employer and the employees. He next submitted that there was Benevolent Fund meant for education and other welfare measures. Under the said fund, Rs. 51/- was contributed every month by the employee and Rs. 20/- by the respondent No. 1. Since 1983, this amount has been contributed by the employees to this Fund and this has been taken under Clause 3 of the MOU as forming part of the Trust Fund, apart from other allowance mentioned therein. Therefore, it should be taken that part of the amount has been contributed even by these petitioners towards the said scheme. Hence it is submitted that this lends support to the contention that it has been jointly floated by the employer and the employees. He further contended that there is a mention made of Provident Fund and other funds in the profit and loss account showing contributions coming from respondent No. 1. This other fund is nothing but the contribution made by the respondent No. 1 to the said scheme. Hence this is nothing but a Scheme floated by the employees and the employer. In view of me above, it is next contended that the cut-off date fixed as November 7, 1987 is arbitrary in nature. There is no basis for fixing the said date. It is violative of their fundamental right guaranteed by Article 14 of the Constitution. The petitioners are, therefore, entitled to get the benefit thereof in view of the judgment of the Apex Court in the matter of D. S. Nakara and Ors. v. Union of India (supra).

6. Per contra: It has been contended that the Trust or the Scheme is not managed or controlled by the respondent No. 1. The Scheme has been wholly floated by the employees and only administrative support is provided by the respondent No. 1 for the sake of convenience as the employees are spread all over India. It is pointed out that the Chairman of the respondent No. 1 is only permitted to appoint the trustees and this power has been conferred upon the Chairman by agreement for smooth functioning of the said Trust. It is submitted that the respondent No. 1 has made only contribution of Rs. 100/- per year and this is done in order that the Fund or the Scheme should be got approved under the Income Tax Act. It has been pointed out that in view of the provisions of the Income Tax Act and the Rules thereunder, unless the employer makes contribution to the said Fund or the Scheme, it cannot be approved or registered for the purpose of Income tax. If it is not approved, then the contributions made by the employees to the said fund cannot be deducted from their salary for the purpose of income tax and the employees shall be required to pay income tax on the said amount. This has been done for the benefit of the employees who are going to join the said Fund or the Scheme, it is also pointed out that the provisions of Rule 16(a)(ii) permitting the respondent No. 1 to make contribution is only made on safer side. It is discretionary and no contribution whatsoever has been made by respondent No. 1 to the said Fund or the Scheme except Rs. 100/- every year. Therefore, it is next submitted that the mention of other funds"

made in the profit and loss account is nothing but what is required to be contributed u/s 6-A of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952. It is submitted that "Benevolent fund for education and other welfare" has been taken for funding the present scheme or the fund by agreement between the parties. It is in case of those who are going to be the members of the Scheme. Other allowances which are mentioned in Clause 3 of the MOU are only prospective in nature and this also shows that those who are going to retire after November 7, 1987 can only get the benefit of the said scheme. It is contended that if this scheme is made applicable or held applicable in case of retired employees, then it will be impossible to carry on the said scheme in view of the nature thereof. It is also contended that as this is a self-generating Scheme floated by the employees for themselves, the respondent No. 1 has to play no role whatsoever in this. It is submitted that the judgment of the Apex Court in the matter of D. S. Nakara and Ors. v. Union of India (supra) is not applicable in the present case. There is nothing arbitrary in making the Scheme available only to those employees who are going to retire after November 7, 1987. There is good basis for the same and the cut-off date has been fixed by agreement and with full understanding of the respondent No. 3 which represented the employees.

7. In view of the above contentions, two questions that arise for our consideration are:

(1) What is the nature of the Superannuation Benefit Fund Scheme? Has it been floated by the employer or constituted or floated jointly by the employer and the employees?

(2) Whether the employees who retired prior to November 7, 1987 i.e. the date of introduction of the scheme fall within the sweep of the said scheme?

8. We have already pointed out that what was the understanding given to the employees in the letter dated July 15, 1986 by respondent No. 3 i.e. it is going to be a self generating scheme floated by the employees. We have also pointed out above how the respondent No. 1 understood it and passed the resolution in October, 1986 declining to bear any financial burden. The MOD that was signed on November 7, 1987 gives a short recital and inter alia provides that the reason for introducing the said Superannuation Benefit Fund Scheme. It is pointed out that public sector undertakings do not have any such scheme. It is not possible for the respondent No. 1 to introduce such a scheme. Therefore, the officers have conveyed that they are prepared to contribute part of their salary towards the Contributory Superannuation Benefit Fund Scheme for setting up a superannuation benefit fund. They were willing to exchange some of the existing and committed benefits and to put those amounts into the fund to make it viable and a self-sustaining scheme. It is also provided that the respondent No. 1 was to provide administrative support for deductions from the salaries, etc. and to provide advice and guidance in instituting and operating the said fund. It is also mentioned that introduction of such a scheme may enable the Corporation to

attract and retain talent. The Terms of Memorandum of Understanding inter alia provide that the said Superannuation Benefit Fund shall be operated throughout a Trust to be under the Indian Trust Act in fulfilment of the requirements of the Income Tax Act, 1961. Suitable annuity will be bought from L.I.C. at the time of superannuation or separation of an employee in accordance with the provisions of the scheme. The Trustees to the Trust shall be nominated by the Chairman of the respondent No. 1. The composition was to be finalised within six months after deliberations with the respondent No. 3. The contributions of the officers were to be calculated on the salary. How the salary is to be computed is also mentioned. It further provided that officers who were in the age group of 38 years or less were to make the contribution of 2% of monthly salary, officers in the age group of 38 to 48 years 3%, officers in the age group of 48 years but less than 53 years 4% and those who were above 53 years 5%. It was provided that every officer shall be required to contribute for a minimum period of 5 years. If the contribution is for a period of less than 5 years, then the balance amount is to be paid in lumpsum. Clause 3 of the said MOU provides for certain allowances or benefits to be utilised in funding the said scheme, such as Tea/Coffee Allowance, Washing Allowance, etc. It includes "Benevolent fund for education and other welfare measures". It provides that the maximum benefit payable under the scheme to a superannuating officer is at the rate of 40% of the last salary. It also provided that if an officer with less than 15 years service resigns from the service then his contribution from salary is refundable without interest. Similar is the position in case of an employee who is dismissed or removed from service. Clause 10 gives power to the trustees to review the availability of funds annually or periodically. Clause 11 thereof provides that the scheme be implemented on the basis of 100% participation of the officers including the new entrants and the promotees from amongst the rank of non-officers. Clause 12 provides that the Trust to be instituted for implementation of the scheme would require clearance by the Commissioner of Income Tax. It also provides that in case Government introduces any pension scheme for public sector employees, then that would be in addition to the Contributory Superannuation Benefit Fund Scheme, Pursuant to this, the Trust Deed came to be executed on December 24, 1987. In the introductory part, it is clearly mentioned that employees are desirous of instituting for themselves certain benefits on their retirement. The said fund is to be governed by the Rules and Regulations. It is also mentioned that it is proposed to create a Contributory Superannuation Benefit Fund for the benefit of their members. It is to come into operation from November 7, 1987. The fund is to be called "Indian Oil Corporation Ltd. Employees Superannuation Benefit Fund". Schedule is annexed to it giving Rules (Regulations). The definition of "beneficiary" is given in Clause (c). Clause (f) gives the definition of "contribution" as coming from salary and by the company out of its money. Clause (k) gives the definition of "salary". Rule 2 provides for the effective date of the coming into force of the fund as November 7, 1987. Rule 3 provides for constitution of the fund. Rule 4 provides for Board of Trustees. It provides that there shall be minimum two trustees and not more

than 9. The trustees were to be appointed by the Chairman of the respondent No. 1. Rule 12 provides for employees who can be admitted to the said fund. Rule 16(a)(i) provides for mandatory contribution to the fund by the respondent No. 1 as Rs. 100/- per annum. Rule 16(a)(ii) permits the respondent No. 1 to make additional contribution. Rule 16(b) provides for the contributions which are to be made by the employees and it inter alia provides that contribution shall not exceed 15% of the salary per annum. Rule 18 provides for the benefits which are accrued to the employees who are going to be used for funding. It, inter alia, provides that maximum benefit payable under the scheme shall be at the rate of 40% of the last salary drawn based on reachable service of full 32 years. The said Rule goes on mentioning how the amount of pension is to be calculated and given to the employees,

9. It is clear from the MOU as well as from the Trust Deed that what is to be done by the Chairman of the respondent No. 1 is to make appointments of the trustees. No other role as far as the actual control or the management of the said trust fund by respondent No. 1 is envisaged. The respondent No. 1 is only to give administrative support i. e. deduction of salaries, etc. for the purpose of administrative convenience as the officers are spread throughout India. This does not mean that the Trust is managed or controlled by respondent No. 1 and it would mean that it is a fund or the scheme floated by the employer i. e. respondent No. 1. Even the amount of contributions to be made by the employees are to be decided by the trustees annually or periodically. Hence, we reject this contention of the learned counsel for the petitioner in this respect.

10. The next question is whether it can be said that the fund or the scheme has been jointly floated by the employer and the employees. No doubt, Rule 16(a) provides for contribution by the employer. Rule 16(a)(i) provides for mandatory contribution of Rs. 100/- per annum by respondent No. 1. Rule 16(a)(ii) is a discretionary one as the respondent No. 1 may contribute additional amount. It has been pointed out by respondent No. 1 that no additional amount has been contributed by respondent No. 1 except the amount of Rs. 100/- per annum. Obviously, the contribution of Rs. 100/- is to enable the said Trust to get clearance or approval from the Income Tax Commissioner. The provisions of the Income Tax Act in this respect are relevant. Section 36 of the Income Tax Act, 1961 provides for other deductions. Section 36(iv) provides that any such amount paid by the assessee as an employer by way of contribution towards a recognised provident fund or an approved superannuation fund. Section 80-C(2) (e) (as it then stood) provides that if the assessee is an employee participating in an approved superannuation fund any sum paid in the previous year by him by way of contribution towards the superannuation fund can be deducted. Part B of 4th Schedule of Income Tax Act deals with approved superannuation funds. Rule 2 thereof provides that the Chief Commissioner or the Commissioner may accord approval to the superannuation fund which complies with the requirement of Rule 3. Rule 3 provides for conditions for approval. Rule 3(c) provides that the employer in the trade or undertaking shall be a contributor to the fund. It is clear

from the said provisions that even if an employee who wants to get benefit of deduction from his income for the contribution made by him towards such a scheme or fund, then such scheme or the fund is required to be approved under the Rules and one of "the conditions for such approval is that the employer should make contribution. This clarifies why the mandatory contribution of annual Rs. 100/- is provided under Rule 16(a)(i) of the Scheme and which is in fact made by respondent No. 1. Therefore, making such a contribution for the purpose of getting clearance from the Income Tax Commissioner for the said Fund or the Scheme does not mean that the respondent No. 1 has made any contribution. It is merely a token or nominal contribution and employer getting deduction for it is irrelevant.

11. The next question is whether the respondent No. 1 has made any other contribution to the said fund. In support of the contention that respondent No. 1 has made additional contributions, the petitioner is relying upon Exhibit 1 which is annexed to the affidavit filed on behalf of the respondent No. 1 sworn by Mr. Sudhir Kumar Khare dated July 20, 2001. It is part of balance sheet for the year ending 1988 of respondent No. 1. It mentions various amounts which are debited. At Serial Nos. 572, 573, 574 and 575 these are deductions mentioned. It is contended that they are towards the Fund or Scheme involved. By the said affidavit, it has been pointed out that those are the amounts which are contributed u/s 6-A of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952. The petitioners are harping upon Serial No. 566 which mentions as contribution to the Benevolent Fund of Officers of Rs. 1,22,375/-. The contention is that this is the contribution coming from the respondent No. 1 towards the said Scheme or the Fund. It is clear even from Clause 3 of the MOU that it was agreed that those who are going to be members of the said scheme have agreed their contribution for the "Benevolent Fund for education and other welfare measures" to be utilised for the purpose of funding along with other allowances accruing in future. The said "Benevolent Fund" was accumulated since 1983 as the employee was making contribution of Rs. 5/-per month and employer Rs. 20/- per month for the said Fund. This is the amount which was mentioned in respect of those who were the members of the said Fund or the Scheme. Therefore, this explanation is available in the MOU and it was not necessary that this should have been specifically mentioned in the said affidavit.

12. The learned counsel for the petitioners then drew our attention to the affidavit filed on behalf of the petitioners sworn by Ms. LG. Kulkarni dated June 2, 2001. There is Annexure "A" to it. It is Profit and Loss Account for the year ended March 31, 1988 of respondent No. 1 and Clause 8 thereof mentions the contribution to provident fund and other funds of Rs. 690.13 lakhs and in 1987 Rs. 596.65 lakhs. According to the petitioners, contribution to other funds is nothing but the contribution towards the said Benevolent fund. By filing affidavit sworn by Mr. Sudhir Kumar Khare dated July 20, 2001, it has been pointed out that the words "other funds" means Family Pension Fund introduced under the Employees' Provident Funds Act u/s 6-A of the Act of 1952 and not towards the

Superannuation Benefit Fund with which we are concerned. We find no reason to discard the said explanation given by respondent No. 1. Nothing has been pointed out by the petitioners and it was not their case in the original petition that there was any such contribution made by respondent No. 1. We may also point out that in the first affidavit in reply filed on behalf of the respondent No. 1 dated August 12, 1988 sworn by Jagdish Kumar Wadhwa it has been pointed out that the Memorandum of Understanding makes it clear that the scheme is wholly contributory and the respondent No. 1 has no role to play in the said scheme. This has been reiterated on behalf of the respondent No. 3 in the affidavit in reply dated July 27, 1988 sworn by Mr. P.V. Sivaraman, General Secretary of respondent No. 3. In the said affidavit, he has stated that there is no pension scheme introduced by respondent No. 1. The Superannuation Benefit Fund Scheme does not depend upon the respondent No. 1 or on the funds of the Government. This has been evolved by the employees and funded by them. It is self-generating scheme and prospective in nature. The employees were to decide the cut-off date and accordingly they have decided as November 7, 1987. The contributions to be made were to be decided by the trustees from time to time and deductions were only to be made from the salaries by the respondent No. 1 as per the decision of the trustees. It has been pointed out that the maximum benefit payable to an employee on superannuation was at the rate of 40% of the last drawn salary for a reckonable service of 32 years prorated in case of lesser years of service. For this purpose, annuity is to be purchased from L.I.C. out of the fund. It has been pointed out that since the contribution had to come from the members and not from the respondent No. 1 if any such benefit is given to the employees who retired prior to November 7, 1987, then it would become unviable as there are no contributions from the respondent No. 1 and the contributions from the existing members cannot be sufficient to meet additional burden. It would not be possible to operate the Scheme. Therefore, it is not possible to hold that it is a Fund or the Scheme floated jointly by the employer and the employees.

13. The next question is whether the date November 7, 1987 fixed is arbitrary in nature and whether the employees who have retired prior to the said date comes within the sweep of the said Scheme.

14. The learned counsel for the petitioners mainly relied upon the judgment of the Apex. Court in the matter of D. S. Nakara v. Union of India (supra) and some other judgments which are based upon it. They are (1) the Division Bench judgment of this Court reported in Ms. Shaila D. Varekar v. State of Maharashtra and Anr. 1999 (82) FLR 769 (2) Choteylal Devilal Sharma and Ors. v. Khadi & Village Industries Commission , of the learned single Judge of this Court KURDUKAR, J., (as he then was) in Writ Petition No. 1034 of 1986 dated September 19, 1986, (3) Superintending Engineer and Others Vs. B. Subba Reddy, .

As against this, the learned counsel for the respondents has relied upon the

judgments of the Apex Court reported in All India Reserve Bank Retired Officers Association and others Vs. Union of India and others, ., and V. Kasturi Vs. Managing Director, State Bank of India, Bombay and Another,

15. The case of D.S. Nakara (supra) was a case where a class of retired employees were sought to be deprived of the benefit of liberalised pension rules on the ground that they had retired prior to a particular date. The Supreme Court took the view that the date fixed for granting liberalised pension scheme is arbitrary in nature. There was no reason for fixing the same and hence it was violative of Article 14 of the Constitution. The cut-off date fixed was challenged and the question arose whether the amount of pension which was computed for them who were not in service on that date can be given benefit of the Liberalised Pension Scheme. It was held that fixation of the cut-off date is arbitrary in view of the object of the same. We find that various other judgments cited by the learned counsel for the petitioners, as mentioned above, have relied upon the said judgment of the Apex Court in the matter of D. S. Nakara as the facts involved therein are more or less the same. Hence it is not necessary to deal with them separately. However, in the case of D, S. Nakara itself, the Supreme Court in para 45 has observed as under D.S. Nakara and Others Vs. Union of India (UOI),

"... It was not pointed out that there is something like a pension fund. It is recognised as an item of expenditure and it is budgeted and voted every year. At any given point of time there is no fixed or predetermined pension fund which is divided amongst eligible pensioners. There is no artificially created fund or reservoir from which pensioners draw pension within the limits of the fund, the share of each being extensive with the available fund. The payment of pension is a statutory liability undertaken by the Government and whatever becomes due and payable is budgeted for. One could have appreciated this line of reasoning where there is a contributory scheme and a pension fund from which alone pension is disbursed...."

Further, in para 46, it is observed as under at p. 118:

".... And beware that it is not a new scheme, it is only a revision of existing scheme. It is not a new retiral benefit. It is an upward revision of an existing benefit. If it was a wholly new concept, a new retiral benefit, one could have appreciated an argument that those who had already retired could not expect it"

In the present case, it is completely a new scheme or the Fund introduced. In addition, we have already pointed out the -nature thereof and it clearly shows that it is contributory in nature i. e. the contribution to that fund to be made by the employees themselves and there is no contribution of the respondent No. 1 employer except Rs. 100/-per annum. The said contribution is made by the employer in compliance with the Income Tax Act, 1961 and the Rules framed thereunder so as to get approval from the Income Tax Commissioner for the said

Scheme or the Fund. Therefore, in our opinion, the judgment in the case of D.S. Nakara does not support the petitioner in any manner and, on the contrary, it helps the respondent No. 1.

16. The learned counsel for the respondent No. 1 has rightly relied upon the judgment of the Apex Court reported in All India Reserve Bank Retired Officers Association and others Vs. Union of India and others, It was a statutory scheme introduced by the Reserve Bank of India for the first time in substitution of C.P.F. Scheme in R.B.I. The employees retiring on or after November 1, 1990 (date of coming into force of R.B.I. Pension Regulations) automatically became entitled to the benefit of the scheme. Those in service prior to November 1, 1990 or those retiring on or after January 1, 1986 and before November 1, 1990 were given option but those retiring on or before December 31, 1985 were denied the benefit of the scheme -January 1, 1986 was fixed as cut-off date. The question arose whether the fixation of the said date was arbitrary in nature. The Apex Court distinguished its judgment in the matter of D.S. Nakara (supra) on the ground that it was a new scheme and not merely a revision of the existing scheme or the upward revision. There existed no such scheme earlier in the Bank and hence fixation of such a cut-off date in the said new scheme was not arbitrary in nature. Similarly in the case of V. Kasturi Vs. Managing Director, State Bank of India, Bombay and Another, it was held that if new pension scheme is prospective only then pensioners who retired prior to the date fixed remained outside its sweep. Precisely, in the present, it is a new scheme introduced and prospective in nature. The employees themselves have conceded in the Trust Deed that it shall come into operation from November 7, 1987. Obviously, this was done with a view that this should not give undue benefit to the employees who have retired and have not contributed. The benefit is to be given only to those employees who were in service on that date. This has been done because the amounts were to be contributed by the employees themselves and the annuities were to be purchased from L. I. C. for enabling to grant the said pension under the scheme. The employees themselves could have fixed any earlier date but they have not done. The said date is not fixed by the respondent No. 1. The date was required to be fixed to make it viable as annuities are required to be purchased from L.I.C. on the eve of the retirement of an employee. The affidavit filed on behalf of the respondent No. 3 clearly go to show that if the retired employees are granted benefit of the said scheme, then the scheme would be unviable and would not be able to function. Therefore, we find that the fixation of the said date i.e. November 7, 1987 is not at all arbitrary in nature or, violative of Article 14 of the Constitution of India,

17. Hence, the petition is dismissed. Rule discharged.