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Legal Maxim

Vox populi – Voice of the people or the opinion of the majority of the people.

ABC OF ACTS**The Right To Fair Compensation And Transparency In Land Acquisition, Rehabilitation And Resettlement Act, 2013 (30 of 2013)**

Under **Section 17**, the Collector shall review the draft Scheme submitted by the Administrator with the Rehabilitation and Resettlement Committee at the project level constituted under section 45. The Collector shall submit the draft Rehabilitation and Resettlement Scheme with his suggestions to the Commissioner Rehabilitation and Resettlement for approval of the Scheme.

If the scheme is approved, then the Commissioner shall under **Section 18** cause the approved Rehabilitation and Resettlement Scheme to be made public in the following way:

(i) in the local language to the Panchayat, Municipality or Municipal Corporation, as the case may be, and the offices of the District Collector, the Sub-Divisional Magistrate and the Tehsil;

(ii) in the affected areas;

(iii) uploaded on the website of the appropriate Government.

After receipt of objections, the concerned authority shall consider those objections, and if found unsatisfactory, then a final declaration rejecting the claims will be issued.

Section 19 of the new Act provides that the final declaration shall be published by the authority within a period of 12 months from the date of issuance of preliminary notification under section 11 of the Act.

When the appropriate Government is satisfied, that any particular land is needed for a public purpose, a declaration shall be made to that effect, along with a declaration of an area identified as the "resettlement area" for the purposes of rehabilitation and resettlement of the affected families, under the hand and seal of a Secretary to such Government or of any other officer duly authorized to certify its orders and different declarations may be made from time to time in respect of different parcels of any land covered by the same preliminary notification.

Publication of Declaration:

Every declaration shall be published in the following manner: -

(a) in the Official Gazette;

(b) in two daily newspapers being circulated in the locality, of which one shall be in the regional language;

(c) in the local language in the Panchayat, Municipality or Municipal Corporation, as the case may be, and in the offices of the District Collector, the Sub-Divisional Magistrate and the Tehsil;

(d) uploaded on the website of the appropriate Government.

The Collector shall publish a summary of the Rehabilitation and Resettlement Scheme along with declaration. But no declaration under this shall be made unless the summary of the Rehabilitation and Resettlement Scheme is published along with it. Also, the '**Requiring Body**' must deposit an amount, in full or part, as may be prescribed by the appropriate Government towards the cost of acquisition of the land.

Requiring Body as defined under Section 3(zb) means a company, a body corporate, an institution, or any other organization or person for whom land is to be acquired by the appropriate Government, and includes the appropriate Government, if the acquisition of land is for such Government either for its own use or for subsequent transfer of such land is for public purpose to a company, body corporate, an institution, or any other organization.

Where no declaration is made within 12 months from the date of preliminary notification, then such notification shall be deemed to have been rescinded. Provided that in computing the time of 12 months any period during which the proceedings for the acquisition of the land were held up on account of any stay or injunction by the order of any Court shall be excluded. The appropriate Government may decide to extend the period of 12 months, if in its opinion circumstances exist justifying the same, which shall be recorded in writing and notified and be uploaded on the website of the authority concerned.

The declaration shall be conclusive evidence that the land is required for a public purpose and after making such declaration, the appropriate Government may acquire the land in such manner as specified under this Act.

(to be contd.....)

V. Appa Rao, CLA, GM Office

RTI Series

Contd... from last issue

Now let us take a look at the way for preferring a first appeal and second appeal. There is no specified proforma prescribed for first appeal, but shall include the name and address of the appellant, name and address of the PIO involved, brief facts leading to appeal, relief sought, grounds for appeal, and copies of the application or documents relied upon, including copies of the reply, if any, received from the PIO.

Second appeal (as per the “format of appeal” of appendix under the RTI Rules 2012) lies with CIC / SIC against the decision of FAA. The following is the proforma for preferring 2nd Appeal:

1. Name and address of the appellant:
2. Name and address of the CPIO to whom the application was addressed:
3. Name and address of the CPIO to who gave reply to the application:
4. Name and address of the FAA who decided the first appeal:
5. Particulars of the application:
6. Particulars of the order(s) including number, if any, against which the appeal is preferred:
7. Brief facts leading to the appeal:
8. Prayer or relief sought:
9. Grounds for the prayer or relief:
10. Any other information relevant to the appeal:
11. Verification/authentication by the appellant:

No appeal shall be dismissed only on the ground that it has not been made in the specified format, if accompanied by the documents specified in Rule 8.

All correspondence to CIC to be typed, printed or written neatly and legibly and in double line spacing in formal/civilised language with no indecent / abusive contents.

As per Rule 8 of the RTI Rules 2012 the following are the documents required to accompany a 2nd Appeal:

- i. RTI request;
- ii. RTI reply, if any, received;

iii. First appeal;

iv. Order of FAA;

v. Copies of other documents relied upon by the appellant and referred to in his appeal & Index of the documents referred to in the appeal.

A certificate stating that the matters under appeal or complaint have not been previously filed, or are pending, with any court or tribunal or with any other authority. All documents to be self-attested.

A First Appeal to be preferred within 30 days and Second Appeal to be preferred within 90 days. It is important to note that there is no limitation prescribed to prefer a complaint under Section 18 of the RTI Act, 2005. Having said so, it does not mean that a complaint can be filed with any amount of delay, as clarified by the CIC in its order in *Samir Sardana v. South Western Railway* decided on 09.06.2021 [Complaint No. CIC/SWRLY/C/2019/600256], wherein the CIC held that “the same should be filed within a reasonable period i.e., as soon as a cause of action arises”.

While dealing with the issue of Public Interest in RTI applications, the Supreme Court in the matter of *Central Public Information Officer, Supreme Court of India v. Subhash Chandra Agarwal* in Civil Appeal No. 10044 of 2010 with Civil Appeal No. 10045 of 2010 and Civil Appeal No. 2683 of 2010, has held as under:

"43. It must be kept in mind that the transparency cannot be allowed to run to its absolute, considering the fact that efficiency is equally important principle to be taken into fold. We may note that right to information should not be allowed to be used as a tool of surveillance to scuttle effective functioning of judiciary. While applying the second step the concerned authority needs to balance these considerations as well.

44. In line with the aforesaid discussion, we need to note that following non- exhaustive considerations needs to be considered while assessing the 'public interest' under Section 8 of the RTI Act-

- a. Nature and content of the information
- b. Consequences of non-disclosure; dangers and benefits to public
- c. Type of confidential obligation
- d. Beliefs of the confidant; reasonable suspicion
- e. Party to whom information is disclosed
- f. Manner in which information is required
- g. Public and private interests
- h. Freedom of expression and proportionality".

M.K. Shaji, CLA/RWF

Tender Conditions are Sacrosanct – Unless Malafides are attributed, Courts do not interfere in Tender matters

Petitioner participated in the tenders for providing services of mechanized cleaning of coaches floated by the respondent. Vide e-mail it was informed that the petitioners were disqualified on the ground that they failed to submit notarized copy of the Power of Attorney (PoA).

Alleging infraction of fundamental rights guaranteed under Articles 14, 19(1)(g) and 21 of the Constitution of India, this Writ Petition was instituted. It was argued that the petitioners already submitted a certified copy of the Board Resolution, authorizing the authorized signatory of petitioner to sign and submit the bid on their behalf; that the mere non-submission of notarized Power of Attorney does not make the bid of petitioner technically unsound nor the terms of the tender indicate that non-submission of the notarized Power of Attorney would lead to disqualification of the tender of petitioner and that the non-submission of the notarized Power of Attorney is not so critical that the technical qualification of petitioner can be overlooked; that the non-submission of the notarized Power of Attorney was only due to inadvertent oversight and unintentional and no specific format was given; that the Power of Attorney is only ancillary to the Board Resolution and the submission of the same needs to be treated as optional. Per contra, respondents submit that the submission of notarized Power of Attorney is mandatory and is neither optional nor ancillary in view of Clause 13(d) of Chapter-II of the tender documents.

After considering the matter, the High Court held that: From a reading of Clause 2 of Chapter-IV that the said Clause does not indicate that the submission of Power of Attorney is optional and not mandatory. On the other hand, as per Clause 7 of Annexure-N, which is a declaration filed along with the tenders, the petitioners made a categorical declaration that if the certificates regarding eligibility criteria are found to be forged/false or incorrect, the tender is liable to be summarily rejected. Therefore, neither Clause 2 of Chapter-IV nor Annexure-N would come to the rescue of the petitioners to sustain their stand as regards the non-essentiality of the Power of Attorney along with the tender documents.

Clause 1.0 of Chapter-II of the tender documents which deals with Regulations for Tender and Contracts specified that all the clauses of GCC for service contracts-2018 shall be applicable to the contract and in case of any dispute, Special Conditions of Contract (SCC) will prevail over GCC."

Highly crucial and important Clause in the issue in the case revolves is, Clause 13(d) of Chapter-II. Clause 13.0 deals with Partnership Deeds, Power of

Attorney, etc. Admittedly, petitioner being a company registered under the Companies Act, 1956 Clause 13(d) which is relevant and pertinent, which reads as follows:

"Company registered under Companies Act-1956: The Bidder shall submit (i) the copies of Memorandum of Association and Articles of Association; and (ii) Power of Attorney duly registered/notarized by the company (backed by the resolution of Board of Directors) in favour of the individual, signing the Bid on behalf of the Company.

The Court further held that it is very much evident from the above Clause that the bidder, in case of company is obligated to submit Power of Attorney also backed by resolution of the Board of Directors. Even, as per the check list of documents, tenderer is required to file other related documents specified in the tender. As per Clause 15 of the GCC, submission of Power of Attorney is mandatory. It is also not in dispute that Power of Attorney was not in existence as on the date of uploading tender documents and was made ready only on 12.04.2021.

Having regard to the facts and circumstances of the case and the language of the above relevant Clauses of the tender documents, the High Court finds sufficient force in the stand taken by the respondent-Railways that non-submission of crucial information relating to identification of tender is material deviation from the bid documents and is fatal to the case of the petitioners. Hence, the petitioners are liable to be non-suited on the said ground.

It is crystal clear from a reading of the judgments that while dealing with the issues pertaining to contracts, the Constitutional Courts are required to act with utmost care, caution and circumspection and are required to be very slow in entertaining the Writ Petitions, unless the impugned action is patently perverse, arbitrary and suffers from *mala fides* and involves public interest. No such contingencies are existing in the case on hand. The language used in the tender conditions also does not give any scope to draw a distinction as to whether a condition is mandatory or optional, and in view of the same and having regard to the law laid down in the decisions the High Court does not find any reason to hold in favour of the petitioners. Since there is no element of public interest and in the absence of patent arbitrariness and the allegation of *mala fides*, a writ in the nature of *mandamus* cannot be issued by the Court under Article 226 of the Constitution of India. Hence, the Writ Petition is not maintainable. [M/s. Agile Security Force Private Limited Vs South Central Railway, Represented by its General Manager And others, **WRIT PETITION No.10864 OF 2021, DOJ: 22.11.2021**]

B.R.R. Naidu, CLA/Con./SC

Difference between**Attorney General and Solicitor General of India****FAQ****What is a Representative Suit?**

The attorney general of India is the Indian government's chief legal advisor and its primary lawyer in dealing with the Supreme Court of India. The Attorney General for India is appointed by the President of India under Article 76(1) of the Constitution of India and holds office during the pleasure of the President. He must be a person qualified to be appointed as a Judge of the Supreme Court.

The Attorney General is responsible for giving advice to the Government of India upon such legal matters and to perform such other duties of legal character as may be referred or assigned to him by the President. The Attorney General has the right of audience in all Courts in India as well as the right to participate in the proceedings of the Parliament, though not to vote. The Attorney General appears on behalf of the Government of India in all cases (including suits, appeals, and other proceedings) in the Supreme Court in which the Government of India is concerned. He also represents the Government of India in any reference made by the President to the Supreme Court under Article 143 of the Constitution.

Whereas, the Solicitor General of India is appointed for a period of 3 years. The Solicitor General of India is the secondary law officer of the country, assists the Attorney General, and is himself assisted by several Additional Solicitors General of India. Like the Attorney General for India, the Solicitor General and the Additional Solicitors General advise the Government and appear on behalf of the Union of India. The posts of the Solicitor General and the Additional Solicitors General are merely statutory, while Attorney General for India is a Constitutional post. Solicitor General works under the attorney general of India. Duties of Solicitor General are to give advice to the Government of India upon such legal matters, and to perform such other duties of a legal character, as may from time to time, be referred or assigned to him by the Government of India; to appear, whenever required, in the Supreme Court or in any High Court on behalf of the Government of India in cases (including suits, writ petitions, appeal and other proceedings) in which the Government of India is concerned as a party or is otherwise interested; to represent the Government of India in any reference made by the President to the Supreme Court under Article 143 of the Constitution; and to discharge such other functions as are conferred on a Law Officer by or under the Constitution or any other Law for the time being in force.

K. Gopinath, CLA, GM Office

The general Rule is that all persons interested in the suit should be joined as party to it so that matter involved in it may finally and completely be adjudicated upon and fresh litigation over the same matter may be avoided. Rule 8 of Order 1 of C.P.C. is an exception to above said general rule. It provides that when there are number of persons commonly interested in a suit, one or more of them can with the leave or upon the direction of court, sue or be sued on behalf of themselves and other. Plaintiff in representative suit need not to obtain previous consent of persons whom he represents.

Representative Suit may be defined as suit filed by or against one or more persons on behalf of themselves and others having same interest in the suit. Order 1 Rule 8 C.P.C. has been enacted in order to save time and expense to ensure that a single comprehensive trial of question in which numerous persons are interested and also to avoid harassment to parties by multiplicity of suits.

However Order 1 Rule 8 C.P.C. contains only enabling provisions and does not compel any one to represent many. Order 1 Rule 8 also does not vest a right of suit in a person, if he by himself has no right to sue. It is necessary to bring the case within the provisions of Order 1 Rule 8, all the members of a class should have common interest in a subject matter and a common grievance and relief should in its nature be beneficial to all.

Following conditions must exist for application of Rule 8 Order 1 of C.P.C.

- (a) The Parties must be numerous.
- (b) They must have same or common interest in suit.
- (c) Permission must have been granted or direction must have been given by the court.
- (d) Notice must have been issued to parties whom it proposed to represent in the suit.

K.Gopinath, CLA, GM Office

Can unblemished service record be given weight-age in granting promotions?

Yes, is the answer, as formulated by the Supreme Court. The case before the Apex Court was between two employees of Cantonment Board, Ranikhet. The appellant joined the service on 01.09.1995 directly as Steno typist which is equivalent to the post of Senior Clerk. The private respondent (3rd respondent) had joined the service on 16.07.1990 as Typist / Junior Clerk on adhoc basis and was later promoted on 09.07.1997 as Senior Clerk i.e., after around 22 months after the appellant directly joined service in the higher post. The 3rd respondent, though junior, was promoted to the post of Revenue Superintendent on 1.9.2005 by giving him the benefit of reservation as a Scheduled Caste person. The appellant was subsequently promoted to the equivalent post of Accountant on 1.10.2009. Next promotion to the post of Office Superintendent was based on seniority-cum-merit and was a selection post.

The Cantonment Board considered the candidature of the persons serving in the feeder cadre and it was resolved to recommend the appellant for promotion to the "selection post" of Office Superintendent, overlooking the respondent no.3. The appellant was held to be senior as per the rule. The decision was taken after due consideration of the relevant materials, including the fact that the respondent no.3 was drawing a lower pay scale than the appellant, in the feeder cadre. The Board also took into account that the Office Superintendent position required a service record without misconduct. Respondent no.3, it was noted, was a charge sheeted person, who had accepted the charges levelled against him. To determine the appellant to be senior to the respondent no.3 in the feeder cadre, the Board relied upon the criterion that "Persons in the feeder grades given the same grading, those in higher scales of pay will rank senior to those in the lower scale of pay". It was noted that the pay scale of the appellant Rama Negi was Rs.9300-34800 with grade pay of Rs.4200 whereas, the pay scale of respondent no.3 Gopal Ram Arya was Rs.5200-20200 with grade pay of Rs.2800 and accordingly the *inter se* seniority of the appellant was found above the respondent no.3, in the feeder cadre.

The Cantonment Board sought the advice of the Central Command, Lucknow. Since nothing happened thereafter for several months, the appellant filed a Writ Petition before the Uttarakhand High Court. Parallely, the respondent no.3 filed another Writ Petition before the same High Court, challenging the Cantonment Board's Resolution in favour of the appellant. At that stage, the Central Command, Lucknow informed that the issue of promotion to the

post of Office Superintendent falls entirely within the purview of the Cantonment Board.

Following this clarification, the Cantonment Board opted for the appellant for the post of Office Superintendent, relying on the O.M dated 12.12.1988 of the Ministry of Personnel, Public Grievances and Pensions, which stated "*that among the persons in the feeder grades given the same grading, those in the higher scales of pay will rank senior to those in the lower scale of pay.*" Aggrieved by the above promotion the 3rd respondent filed a Writ Petition.

The Single Judge of the High Court concluded that the respondent no.3 is senior and rejected the contention that the appellant is to be considered senior above the respondent no.3, by virtue of her higher pay scale in the post of Accountant in the feeder cadre. The Single Judge objected to the disciplinary proceeding against the 3rd respondent as malafide and declared that the charge sheet shall be deemed to have been revoked.

The appellant and the Cantonment Board filed their special appeals before the Division Bench. In the meanwhile, the 3rd respondent was imposed with a penalty in the disciplinary proceedings on 17.08.2016. The Division Bench confirmed the order of the Single Judge by placing reliance on the O.M dated 10.09.1985 of the Ministry of Personnel, Public Grievances and Pensions.

Aggrieved by the decision of the Division Bench the appellant approached the Supreme Court, which found that the Division Bench erred in relying on the O.M dated 10.09.1985, instead of that dated 12.12.1988. The aspect that the 3rd respondent not preferring any appeal against the penalty imposed on him was also mentioned by the Apex Court. It further observed: "25. Moreover, the unblemished service record of the appellant vis-à-vis the pending disciplinary proceedings against the respondent no.3, (eventually resulting in penalty), were taken into account. All these circumstances in our opinion, weigh in favour of the appellant Rama Negi. Her Suitability for the selection post was attributable to two factors i.e. merit of the candidate and the *inter-se* seniority. A marred service record, though not an insurmountable bar, must carry some consequences, and it could be a comparative disadvantage in promotion for a selection post. The employer's preference for a person with a clean service record can be well appreciated." The Apex Court has accordingly allowed the appeal and set aside the High Court's order. [Rama Negi v. Union of India & Ors. CA No. 1713, 1714, 1715 & 1716/2022. DOJ – 02.03.2022]

M.K. Shaji, CLA/RWF

YOURS LEGALLY**Right of the Railway to reweigh consignment**

This appeal is filed under Section 23 of the Railway Claims Tribunal Act, 1987 against the judgement passed by Railway Claims Tribunal, Ranchi Bench, in favour of respondent directing the appellant to refund Rs. 3,71,328/- to the respondents along with interest @ 6% per annum from 01.11.2006 till the date of payment and also cost.

Facts of the case:

The respondent/applicant manufactures pre-stressed concrete sleepers for the Indian Railways. With the permission of the Railway Board, 1240 MT of special cement was booked in 20 Wagons. The consignment was loaded from the site of dispatch, and the weight of the 20 wagons was 1241.00 M.T. Before reaching the destination site, i.e. Jagdishpur when the consignment was re-weighed, it was found the net weight to be 1355.40 M.T. In view of the overloading, a punitive charges amounting to Rs.3,71,328/- was raised against the respondent.

The Respondent's application before the Railway claim Tribunal for refund of the punitive charge has been allowed on the basis of the document which showed that weight of the cement was 1224.96 MT recorded by the Chief Goods Clerk in the presence of the authorized agent of Ambuja Cement Eastern Ltd.

In the appeal, the matter for consideration is whether the Railways had the right to reweigh the consignment and whether the necessary procedure was followed. Section 78 of the Railways Act 1989 lays down specific power to reweigh the consignment. It is manifest that the Railways was within its right to reweigh the consignment. The object of having the salutary provision for levying penal charges for overloading has been explained by the Hon'ble Apex Court in *Jagjit Cotton Textile Mills v. Chief Commercial Supdt., N.R.*, (1998) 5 SCC 126 at page 147 while upholding the constitutionality it was observed:-

“42. In our view, these contentions are not tenable. As has been noticed in our discussion on Points 1 and 2, the railway statutes define “maximum carrying capacity”; “normal carrying capacity” (to be marked on the wagon); and the “permissible carrying capacity”. No wagon can be loaded beyond the maximum carrying capacity. The

wagon could not ordinarily be loaded beyond the normal carrying capacity or up to any upward variation thereof and this limit is called the permissible carrying capacity.

Section 73 of the new Act and Rule 161-A of the old Rules permit loading in excess of the permissible carrying capacity without any penal charges, now up to a limit of 2 tonnes. (Earlier it was up to 1 tonne.) What is now subjected to a penal charge is the excess over and above the permissible level above stated which is always below the maximum limit. In our view, this levy under Section 73 of the new Act and the old Rule 161-A is intended for dual purposes — one is to see that the gross weight at the axles is not unduly heavy so that accidents on account of the axles breaking down, could be prevented. The other reason behind the collection is that, inasmuch as the wagon has carried such excess load up to the destination point at the other end, the replacement cost of the coaches, engines or rails or of repairs to the bridges be covered”.

The main ground on which the application for refund has been allowed by the RCT is that none of the representative were present at the time when the consignment was being reweighed. The impugned order is laconic and has allowed the refund of penalty for overloading merely on the ground that no representative was present. Section 73 specifically provides that the railway administration may reweigh the consignment and recalculate the freight and other charges before the delivery of the goods. During rebooking of the consignment from Bhatapara to Jagdishpur the punitive charges were paid by respondent without any objection and without any protest. In any case when the goods are en route, it will be highly impracticable to detain the consignment until the representative of the consignor comes and presents before re-weighment is done. Re-weighment is a statutory right of the railway administration to check all sort of malpractices and a clog on this cannot be imposed by laying down unrealistic conditionalities like presence of the consignor at the time of reweighment. The impugned order does not cite any rule or circular in support of such a requirement. Under the circumstance the impugned order is not sustainable and is accordingly set aside.

[Union of India, South Eastern Railway Versus M/s. Muva Industries Ltd & others, HIGH COURT OF JHARKHAND AT RANCHI, M.A. No. 30 of 2011, Date of Judgement 10th February, 2022]

N. Murali Krishna, Sr.Law Officer

TREATISE ON**A&C Act, 1996**

In a case before Madras High Court, insofar as the compensation awarded by the Arbitral Tribunal is concerned, it is seen from the award that, the learned Arbitrators, having found the termination of contract to be valid, have awarded a compensation of Rs.1,13,79,130/- i.e., 50% of the claim amount, with interest @ 10% p.a., only on the grounds of justice and equity. The High Court examined the matter and observed that Section 28(2) of the Arbitration and Conciliation Act, 1996, reads as follows:

"(2) The arbitral tribunal shall decide ex aequo et bono or as amiable compositeur only if the parties have expressly authorised it to do so."

However, it is seen that the none of the parties has authorised the Arbitral Tribunal, either to decide ex aequo et bono, or as amiable compositeur, notwithstanding which, 50% of the claim amount has been awarded as compensation, merely on the basis of equity and justice, which, the court held that is certainly against the statute and cannot be sustained in the eyes of the law. [**M/S.Vedanta Limited vs M/S.Sgs India Private Limited on 2 August, 2019, in O.P.No.1115 of 2018**]

In another engineering Contract between two parties, the AT has decided the dispute based on Hudson formula (As available in Hudson's Building and Engineering Contracts) and allowed a claim. Objection before the High Court was that the AT has not followed section 28(2) of A & C Act, 1996 as parties had not expressly authorised the AT to decide ex aequo et bono or as amiable compositeur.

The High Court observed that the Supreme Court in Associate Builders Vs. Delhi Development Authority reported in (2015) 3 SCC 49 and McDermott International Inc. Vs. Burn Standard Co. Ltd. and others reported in (2006) 11 SCC 181 explained what is Hudson formula. This formula is used where it is not possible to prove loss of opportunity and the claim is based on actual cost. The Supreme Court further held that it is an accepted position that different formulae can be applied in different circumstances and the question as to whether damages should be computed by taking recourse to one or the other formula, having regard to the facts and circumstances of a particular case, would eminently fall within the domain of the arbitrator.

In the instant case, as ground of attack is predicated primarily on sub-section (2) of section 28, one has to look at two legal expressions, namely, 'ex aequo et bono' and 'amiable compositeur'. To be

noted, in the instant case the AT is a three member and all three members are technocrats. In the instant case, contracts are engineering contracts, to be noted, civil engineering contracts and three member AT was constituted by technocrats. This is therefore a 'Techno Commercial Arbitration' in every sense of the expression.

Viewing the matter in sum totality of all the principles explained by the Supreme Court, considering the nature of said contract and considering the nature of claims, on a careful examination of impugned award, this court finds that there is adequate technical explanation for the quantum arrived at with regard to sums awarded under each head of claim, though this has been described as thumb rule approximation by learned State counsel. Therefore, the court held that this cannot be considered as infraction of section 28(2) of A and C Act. [**The Project Director vs M/s. Jsr Constructions Pvt. Ltd. on 30 April, 2019, O.P.No.228 of 2014, High Court of Madras**]

N. Murali Krishna, Sr. Law Officer

KNOW OUR CONSTITUTION

Article 65 : The Vice President to act as President or to discharge his functions during casual vacancies in the office, or during the absence, of

(1) In the event of the occurrence of any vacancy in the office of the President by reason of his death, resignation or removal, or otherwise, the Vice President shall act as President until the date on which a new President elected in accordance with the provisions of this Chapter to fill such vacancy enters upon his office.

(2) When the President is unable to discharge his functions owing to absence, illness or any other cause, the Vice President shall discharge his functions until the date on which the President resumes his duties

(3) The Vice President shall, during, and in respect of, the period while he is so acting as, or discharging the functions of, President, have all the powers and immunities of the President and be entitled to such emoluments, allowances and privileges as may be determined by Parliament by law and, until provision in that behalf is so made, such emoluments, allowances and privileges as are specified in the Second Schedule.