

of the case. The first argument of Shri Aggarwal is not supported by the judgments he has cited and as such is of no avail to him. In that case the provisional admission had been granted by the High Court before the High Court decided the matter in favour of the petitioners. The Supreme Court while allowing the appeal directed that admission of those left out on the basis of merit. It will be noticed however that in the case before us, the successful challenge has been made by the petitioners to the very reservation itself and they alone must get the benefit. Moreover, the Supreme Court did not as a matter of law lay down what Mr. Aggarwal wants us to hold. We are, however, of the opinion that the plaintiffs in the civil suits and the writ petitions before us having come to court are entitled to be considered as one category and as such must succeed.

(8) In view of what has been recorded above, these writ petitions are allowed. The reservation of seats for the employees of the University and their wards is held to be bad but keeping in view the facts and circumstances of the case the admission given to the private respondents is not disturbed. It is also directed that the writ petitioners, as also the plaintiffs in the civil suits, will be given admission in the present academic year and if the rules permit will be allowed to take the examination. The entire exercise will be completed within a period of two weeks after a copy of this order is received by the respondents. The costs of the writ petitions are assessed at Rs. 1,000 each to be recovered from Respondent No. 1 and 2 only. Copy of the judgment be given to the petitioners Dasti.

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S.C.K.

*Before Hon'ble V. K. Bali and A. L. Bahri, JJ.*

S. R. BUILDERS LIMITED AND ANOTHER.—*Petitioners.*

*versus*

CHANDIGARH ADMINISTRATION AND OTHERS.—*Respondents.*

*Civil Writ Petition No. 11280 of 1991.*

February 12, 1992.

*Constitution of India, 1950—Art. 226 and 227—Mandamus—Punjab Municipal Act (III of 1911)—Ss. 231 to 240—(Chapter XII)—Petitioner seeking mandamus to direct respondents to handover*

*possession of 25 acres of land and to execute transfer deeds in their favour—Land situated in Mani Majra under management of Notified Area Committee—Contention of petitioner that Administration had written to N.A.C. President informing him that it was principally decided to allot to petitioner—Whether State has such power to direct Municipal Committee to transfer immovable property to any person under its order—Nothing in chapter XII shows that recommendations made by State are binding upon notified Area Committee—No power given to State Government or any of its officers to direct the M.C. to transfer any immovable property to any person.*

*Held, that the petitioners are not seeking any relief against the Chandigarh Administration and their prayer is for allotment of the plot to be so made by the Notified Area Committee Mani Majra. Nothing at all has been shown to us from where it could be even remotely suggested that the recommendations made by the Finance Secretary to the Chandigarh Administration are binding upon the Notified Area Committee. Chapter XII of the Punjab Municipal Act contains the provision regarding the control of the State Government and its officers over the Municipal Committee. By virtue of section 243 of the Punjab Municipal Act, the provisions of Municipal Act can be extended to Notified Area Committee appointed for a particular area and such area is deemed to be under the Municipal Committee under the provisions of Section 242 of the Said Act. None of the provisions contained in Chapter XII give any power to the State Government or any of its officers to direct the Municipal Committee to transfer its immovable property to any person under the orders of the State Government.*

(Para 7)

*Punjab Municipal Act (III of 1911)—Ss. 232 and 236—Exercise of power by State over Municipal Committee—Petitioners' contention that State has complete control over functioning of Municipal Committee and such control inclusive of power to direct transfer of land—Not tenable.*

*Held, that a bare perusal of the aforesaid provision would reveal that as and when Municipal Committee passes any resolution, the power is given to the Deputy Commissioner to suspend any such resolution or order of the Committee. This exercise of power by the Deputy Commissioner is further controlled by the conditions mentioned therein. Under section 236 of the Punjab Municipal Act the only power with the State Government is to see that the orders passed by the Committee are in conformity with law and the rules in force and under sub-section (2) of Section 236, the State Government can exercise such powers in that context.*

(Para 10)

**H. L. Sibal** Senior Advocate with **Sanjiv Sharma**, Advocate,  
*for the Petitioners.*

**Anand Swaroop**, Senior Advocate with **Alok Jain**, Advocate,  
*for the Respondents.*

JUDGMENT

V. K. Bali, J.

(1) Petitioners S.A. Builders Limited a Company registered under the Companies Act and R. K. Garg, a share holder of the said Company who claim themselves to be engaged in large construction work seek a writ of *mandamus* directing the respondents to hand over the possession of 25 acres of land to them and to execute the requisite transfer deeds in their favour for setting up of a hospital at Mani Majra (U.T. Chandigarh). The relief in the manner indicated above is endeavoured to be granted to them in the facts and circumstances which need to be mentioned although in brevity. Petitioner No. 2 R. K. Garg claims to be a moving spirit behind S. A. Builders for setting up and promoting a number of industrial ventures in Punjab, Haryana, Himachal Pradesh and other areas of the country. Several important industrial and business ventures have been set up by the petitioner No. 2 which include creation of S. A. Builders as well. Inasmuch as petitioner No. 2 was also interested in setting up a very modern hospital of international standard in Chandigarh and in its surrounding areas, he approached Chandigarh Administration as also the Haryana Urban Development Authority (in short HUDA). The aim of setting up the hospital at large scale was to cater for the necessities of Indians who due to paucity of resources and necessary expertise being not available in the country had to seek shelter in developed Nations of the World, petitioner No. 2 claims to have tied up with the Indian Hospital Corporation Madras. That Corporation was successful in setting up the Apollo Hospital in Madras according to international standard and an arrangement thereby was arrived at to give necessary technical expertise for setting up a hospital at Chandigarh. Under the arrangement aforesaid, petitioner made payment of Rs. 2,50,000 to the Indian Hospital Corporation Madras for market survey and preparation of a feasibility report for the proposed Project. The petitioners claim to have spent an amount of Rs. 2,65,000 in submitting the necessary report for consideration of the Union Territory Chandigarh Administration. In the report aforesaid, the whole scheme is stated to have been formulated and all the costs and benefits spelt out. The case of the petitioners is that being highly impressed with the report submitted to it, the Chandigarh Administration allotted 25 acres of land. Before, however, the same was done, the Chandigarh Administration had made enquiries and had satisfied itself with regard to the techno-economic

feasibility of the proposal of the petitioner and the financial capacity of the petitioner to execute and commission the Project. The land to be allotted was ear-marked at village Mani Majra (U.T. Chandigarh) which is under the management of Notified Area Committee. Letter dated February 28, 1989 (Annexure P/1) came into existence wherein the Administration had asked the Notified Area Committee to take necessary action to hand over the possession of the land and take such further action as is necessary in the matter of making land available to the petitioners. It needs to be mentioned here that when letter Annexure P/1 came into being, petitioner No. 2, at that stage, wanted the land to be allotted in his name. The letter had been addressed by the Finance Secretary Chandigarh Administration to the President Notified Area Committee who happened to be the Deputy Commissioner wherein it has been mentioned that it has been principally decided to allot a piece of land measuring 20 to 25 acres to Shri R. K. Garg, Managing Director Steel Strips Limited Chandigarh out of 160.87 acres of agricultural land being acquired in village Mani Majra for setting up of a multi speciality hospital. It was also said in the letter aforesaid that the President should take further necessary action in the matter. It also requires to be mentioned here that the Chandigarh Administration had acquired 160 acres of land in village Mani Majra for various public purposes. Although the land to be acquired was notified by the Chandigarh Administration but it was to be utilised by the Notified Area Committee Mani Majra (U.T.). It is an admitted position that the aforesaid 160 acres of land stood vested in the Notified Area Committee Mani Majra and the legal formalities for the transfer of the land had to be completed by the said Committee alone although it is also stated that the same was to be done on behalf of the Chandigarh Administration. After having obtained the communication to the effect aforesaid, the petitioners approached the Finance Secretary who in turn advised them to approach Notified Area Committee regarding possession of the land. On account of internal arrangement thereafter made between petitioner No. 1 and petitioner No. 2, the proposed hospital was to be set up under the aegis of petitioner No. 1 instead of Shri R. K. Garg. However, S. A. Builders is stated to a company largely owned and controlled by none other than R. K. Garg. In consequence of the change noted above, an agreement between M/s Indian Hospital Corporation Limited and M/s S. A. Builders Limited was executed on July 7, 1989. In accordance with the agreement a lump sum amount of Rs. 75 lacs was to be paid by petitioner No. 1, to the Corporation aforesaid on account of various technical assistance and services which were to be rendered by the

said Corporation to set up the proposed hospital. An amount of Rs. 20 lacs is stated to have been paid as advance payment on August 7, 1989. Inasmuch the hospital was to be set up by S. A. Builders in its corporate capacity the requisite information was given to Chandigarh Administration on which the Administration agreed,—*vide* letter dated February 13, 1990/ that the necessary changes would be made and allotment of land would be made in favour of S. A. Builders. The Finance Secretary,—*vide* letter dated February 13, 1990, Annexure P4, addressed to the President, Notified Area Committee Mani Majra mentioned that in supersession of memo dated February 28, 1989, it was now decided to allot a piece of land measuring 25 acres to M/s S. A. Builders Limited instead of R. K. Garg for setting up of Multi—Speciality Hospital. The case of the petitioners is that the matter was thereafter constantly pursued and requests for expediting the matter were made but with no result. Meanwhile the petitioner also approached the Government of Haryana for allotment of a suitable piece of land measuring 25 acres at Panchkula as an alternative proposal in case the land was not available in Chandigarh. The Haryana Urban Development Authority decided to allot land measuring 24.35 acres at Panchkula to the petitioners,—*vide* letter dated April 25, 1990. The petitioners, however, did not accept this offer despite the fact that the proposed price at which the Chandigarh Administration wished to transfer 25 acres of land to petitioner No. 1 was as high as Rs. 500 per square yard. The petitioners gave all information that was required from them from time to time but inspite of the same, the possession was not delivered to them. They have approached this Court for the relief as has been indicated in the earlier part of the judgment. As per pleadings of the petitioners, their genuine claim was shelved on account of some interested parties who influenced the Government even though as per their information, the Administration had ear-marked land to be allotted to them on Kalka-Chandigarh Highway at a distance of 200/300 yards from the road with a view to have easy accessibility to the proposed hospital. The petitioners also plead with regard to resolution said to have been passed by the Notified Area Committee in February 1991 to allot the land. On the basis of facts that have been re-produced above, the petitioners plead that the action of the respondents in not completing the formality of transfer and handing over the land to them is actuated by oblique and extraneous considerations. They further plead that the respondents are bound to allot and hand over possession of 25 acres of land to them on the principal of promissory estoppel.

(2) This petition has been seriously opposed, both by Chandigarh Administration as also Notified Area Committee by separate written statements filed on their behalf. In the written statement filed on behalf of respondents No. 1 to 3 through Shri S. S. Brar, Finance Secretary, it has been pleaded that the petitioner company as such has no just to achieve a social purpose of serving the people as alleged and, on the other hand, their wish is only to set up a very modern hospital for their pure and simple desire to set up a business enterprise for earning super profits. The alleged tie of the petitioner with a Madras Company and payment of Rs. 2,50,000 to that company for market survey and preparation of a feasibility report for the purpose of getting up of proposed Project is stated to be the standard procedure for setting up big enterprise and, therefore, a necessary pre-requisite. It is further pleaded that it was not on account of satisfaction of the Administration with the report submitted by petitioner No. 2 that it was agreed to allot 25 acres of land and that the Administration had not entered into any agreement with the Petitioners. On the other hand, it is stated that the request of petitioner No. 2 for allotment of land for setting up a hospital was being examined by the Chandigarh Administration at different levels and different departments of the Chandigarh Administration concerned with the allotment of land were being asked to give their own assessment. The Administration had earmarked piece of land for setting up a second General Hospital and then Advisor to the Administrator in his first note dated December 5, 1988 and joined out that setting up of a hospital in Sector 32 had been treated as an assurance by the Parliament (Rajya Sabha) in the context of a starred question No. 329 dated August 19, 1987 and the Government is now committed to construct a second General Hospital in Sector 32. In view of the note that has been mentioned above, it was not possible to allot this land in Sector 32 for the kind of venture that the petitioners had in hand. In the note prepared by the Superintendent, Finance (I) dated June 26, 1989 it was observed that some directions have been given to allot 25 acres of land to Shri R. K. Garg for setting up a multi speciality Hospital at Mani Majra. It was also observed that it will take a long time for the actual allotment of the land although the process of acquisition of land has been set in motion. It was also observed in the aforesaid note that the land in question falls within the territorial limits of the Notified Area Committee Mani Majra and that this land was being acquired for the said Committee. After the acquisition of the land, the ownership of this land would vest in the Notified Area Committee and it shall be upto the Committee alone to decide as to on what terms and conditions, the land was to be

allotted. It was further observed that the Chandigarh Administration has no specific role to play in this affair. It was also proposed that the application submitted by Shri R. K. Garg be sent to the Notified Area Committee, Mani Majra for consideration.

(3) In so far as issuance of letter Annexure P1 is concerned, the same is admitted. It is, however, pleaded that it was only in the nature of recommendation. It was nowhere mentioned in the letter that the possession of the land should be handed over to Shri R. K. Garg. The stress is upon the words "decided on principle". It is in that context that it is pleaded that no definite assurance was given to the petitioners. In view of the provisions contained in Section 243 of the Punjab Municipal Committee, Chapter XII of the Punjab Municipal Act, 1911 contains the provisions regarding control of the State Government and its officers over the Municipal Committee. It is on account of aforesaid provisions that it is pleaded that none of the provisions contained in Chapter XII gives any power to the State Government or any of its officers to direct the Municipal Committee to transfer its immovable property to any person under the orders of the State Government. In that context, the case of the respondents is that letter Annexure P/1 could not have any more value in the eye of law than just a recommendation made by the State Government to the Notified Area Committee, Mani Majra. The power of the Administration to allot land falling within the jurisdiction of the Notified Area Committee is denied by the Chandigarh Administration. It is also said that even if the Administration was to allot the land to the petitioners, the same could be only under the statutory Rules which vest discretion only to the competent authorities under the Act and to none else and that too by following the procedure as prescribed under the Act or the Rules. In so far as the case of the petitioners that they did not pursue the offer made by HUDA is concerned, the case of respondents No. 1 to 3 is that the aforesaid offer was not acceptable to the petitioners for various conditions imposed by HUDA inclusive of that 10 per cent of the beds will be reserved for economically weaker sections of the Society, 40 per cent of the services in the O.P.D. shall be rendered free of cost to economically weaker section of the Society and a nominee of the Government shall be taken on the Board of Directors/Governing Body of the Hospital. On account of the aforesaid conditions which might militate against their desire of earning profits, the proposal of HUDA was abandoned by the petitioners. On account of the pleadings aforesaid, the allegations of the petitioners that action was *mala fide* or actuated by

extraneous consideration is denied and so is the question of promissory estoppel raised by the petitioners.

(4) Written statement on behalf of Notified Area Committee has been filed through Shri R. S. Doon, Executive Officer of the said Committee. It is pleaded that letter Annexure P/1 by virtue of Section 243 of the Punjab Municipal Act would have no binding effect. By virtue of Section 243 of the Punjab Municipal Act 1911 for the purposes of any Section of the Act which may be extended to Notified Area Committee appointed for such area under Section 242 shall be deemed to be a Municipal Committee and the area to be a Municipality. Chapter XII of the Act contains the provisions regarding control of the State Government and its officers over the Municipal Committee. None of the provisions contained in this Chapter gives any power to the State Government or any of its officers to direct the Municipal Committee to transfer its immoveable property to any person under the orders of the State Government. On June 13, 1991 for the first time, the General Manager of M/s S. A. Builders addressed a letter to the Notified Area Committee and before the receipt of the aforesaid letter, the Notified Area Committee had considered the recommendation made by the Chandigarh Administration for considering the question of allotment of 20 to 25 acres of land to M/s S. A. Builders and in its meeting held on June 3, 1991 it passed a unanimous resolution that the matter will be kept pending for the time being. The matter of allotment in pursuance of recommendatory letters Annexures P1 and P4 was considered by the Notified Area Committee and the Chandigarh Administration was asked,—vide letter dated April 11, 1990 that the original application of M/s S. A. Builders Limited for allotment of land, Companies Memorandum of Association, aims and requirement of land, agreement with M/S Apollo Hospital be supplied to it. Two letters thereafter were addressed by the Resident Notified Area Committee to the Chief Architect, U.T. Administration asking him to fix the rate of allotment and reply was received from the Chief Architect. However letter dated September 4, 1990 was received from the Finance Secretary, Chandigarh Administration to the effect that instead of 20 to 25 acres only 16 acres would be allotted to M/s S. A. Builders. The matter thereafter was placed by the President before the Full House which appointed a Sub-committee and the Sub-committee made the following proposals on December 13, 1990 :—

“The members of the Sub-committee are of the view that the same modalities as followed by the Chandigarh Administration should be followed by NAC, Mani Majra for

**allotment of land in this case. Before the allotment letter is issued, M/s S. A. Builders should meet the following conditions :—**

**They should satisfy NAC, Mani Majra that they have adequate funds to meet 25 per cent cost of land and 25 per cent cost of construction of the proposed building/complex. The allotment should be made on payment of 25 per cent cost of land.**

**The price estimated by the sub-committee came to Rs. 5,14,20,160 and 25 per cent of which came to Rs. 1,28,55,040. According to the proposal of the sub-committee the rest 75 per cent was to be paid in 4 equal annual instalments with interest at the rate of 12 per cent per annum."**

**(5) The matter was again taken up before the Full House on January 21, 1991 which decided that the opinion of the Legal Remembrancer was also required to be obtained. After receiving the aforesaid legal opinion, the matter again came up before the Full House on June 3, 1991 when it was decided that the matter may be kept pending for the time being. Further, the case of the Notified Area Committee is that no promise was ever extended by it to the petitioners and the recommendatory letter written by the Finance Secretary besides being not binding upon it also do not contain any specific promise which may attract the principle of equitable estoppel.**

**(6) Mr. H. L. Sibal, Senior Advocate, appearing for the petitioners vehemently contends that from the facts and circumstances of the present case, requisites of equitable estoppel were made out. The petitioners, on promise extended by Chandigarh Administration had paid Rs. 2,65,000 which was paid to the Indian Hospital Corporation, Madras. Further, on account of agreement arrived at between the petitioners and the Indian Hospital Corporation, Madras on amount of Rs. 20 lacs was paid and all this was done under a complete understanding that was arrived at between the Chandigarh Administration and the petitioners that a plot measuring 20/25 acres for setting up a modern hospital would be allotted. In the manner aforesaid, Chandigarh Administration by its conduct had made a clear and unequivocal promise which was intended to create legal relations or effect a legal relationship to arise in the future, knowing or intending that it would be acted upon by the petitioners to whom**

the promise was made and in fact and reality the petitioners had acted upon the same. For his aforesaid stand, the learned counsel relies upon the judgment of Supreme Court in "*M/s Motilal Padampat Sugar Mills Co. Ltd. v. The State of Uttar Pradesh and others*" (1), learned counsel appearing for the respondent Notified Area Committee contends that letters Annexures P1 and P4 are only recommendations made by the Finance Secretary, Chandigarh Administration and on the basis of the said recommendations which are not binding upon the Committee, no promise can be said to have been made even remotely by the Committee and that being so, there is no question of applying the principal of equitable estoppel. The learned counsel appearing for respondents No. 1 to 3 contends that in the facts and circumstances of the present case, the essential requirements of promissory estoppel have not been made out as also the doctrine of promissory estoppel cannot be invoked for preventing the respondents from acting in discharge of their duties under the law. It is further contended that equitable principle of promissory estoppel cannot be invoked to compel the Government to do an act which may be prohibited by law.

(7) After hearing the learned counsel for the parties, we are of the considered view that no promise was ever made by the Notified Area Committee, Mani Majra to the petitioners so as to make the latter available a plot of 20/25 acres so as to establish a modern hospital. The petitioners are not seeking any relief against the Chandigarh Administration and their prayer is for allotment of the plot to be so made by the Notified Area Committee, Mani Majra. Nothing at all has been shown to us from where it could be even remotely suggested that the recommendations made by the Finance Secretary to the Chandigarh Administration are binding upon the Notified Area Committee. Chapter XII of the Punjab Municipal Act contains the provision regarding the control of the State Government and its officers over the Municipal Committee. By virtue of Section 243 of the Punjab Municipal Act, the provisions of Municipal Act can be extended to Notified Area Committee appointed for a particular area and such area is deemed to be under the Municipal Committee under the provisions of Section 242 of the said Act. None of the provisions contained in Chapter XII give any power to the State Government or any of its officers to direct the Municipal Committee to transfer its immovable property to any person under the

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(1) A.I.R. 1979 S.C. 621.

orders of the State Government. In fact, mode of executing contracts and transfer of property has been dealt with in Section 47 of the Punjab Municipal Act which reads thus :—

“Mode of executing contracts and transfer of property :—

- (1) Every contract made by or on behalf of the committee of any municipality of the first class whereof the value or amount exceeds one hundred rupees, and every contract made by or on behalf of the committee of any municipality of the second (and third class) whereof the value or amount exceeds fifty rupees, shall be in writing, and must be signed by two members, of whom the President or a Vice-President shall be and countersigned by the Secretary :

Provided that, when the power of entering into any contract on behalf of the committee has been delegated under the last foregoing section, the signature or signatures of the members to whom the power has been delegated shall be sufficient.

- (2) Every transfer of immovable property belonging to any committee must be made by an instrument in writing, executed by the President or Vice-President, and by at least two other members of committee whose execution thereof shall be attested by the Secretary.
- (3) No contract or transfer of the description mentioned in this section executed otherwise than in conformity with the provisions of this section shall be binding on the committee.”

(8) Once it is to be held that letters Annexures P/1 and P/4 addressed by the Finance Secretary, U.T. Administration did not have any binding effect upon the Notified Area Committee, Mani Majra which in order to arrive at any contract had necessarily to follow the procedure contained in Section 47 of the Punjab Municipal Act, the aforesaid letters cannot have more value than that of a mere recommendation. Obviously the recommendations alone made by the Chandigarh Administration would not bind the Notified Area Committee, and on the basis of the said letters, no promise can possibly be said to have been made to the petitioners by an authority which had to allot the land to the petitioners.

(9) Mr. Sibal has placed reliance on Section 232 of the Punjab Municipal Act in support of his contention that the State has complete control over the functioning of the Municipal Committee and such control would also include the power to direct the Municipal Committee to transfer land. This contention is devoid of merit, Section 232 reads as under :—

“232. Powers to suspend any resolution or order of committee—The Deputy Commissioner may, by order in writing, suspend the execution of any resolution or order of a committee, or joint committee or prohibit the doing of any act which is about to be done, or is being done in pursuance of or under cover of this act, or in pursuance of any sanction or permission granted by the committee in the exercise of its powers under the Act, if, in his opinion the resolution, order or act is in excess of the powers conferred by law or contrary to the interests of the public or likely, to cause waste or damage of municipal funds or property, or the execution of the resolution or order, or the doing of the act, is likely to lead to a breach of the peace, to encourage lawlessness or to cause injury or annoyance to the public or to any class or body of person”.

(10) A bare perusal of the aforesaid provision would reveal that as and when Municipal Committee passes any resolution, the power is given to the Deputy Commissioner to suspend any such resolution or order of the Committee. This exercise of power by the Deputy Commissioner is further controlled by the conditions mentioned therein. Under Section 236 of the Punjab Municipal Act the only power with the State Government is to see that the orders passed by the Committee are in conformity with law and the rules in force and under sub-section (2) of Section 236, the State Government can exercise such powers in that context.

(11) As discussed above, there is no provision in the Punjab Municipal Act to clothe the State Government to give directions to the Municipal Committee to transfer its property to the third person.

(12) The petitioners, as noticed above, have made no claim against the Chandigarh Administration and, therefore, there is no need to determine as to whether the promissory estoppel would bind the Administration to allot a plot to the petitioners at Chandigarh. We would, however, like to notice the defence of the

Administration and leave the matter there. The Administration has taken a stand that the sale of immovable property in an area which is not controlled by the Notified Area Committee is controlled by it but the same is governed by different set of Rules known as The Capital of Punjab (Development and Regulation) Act, 1952 (hereinafter to be referred as the Act of 1952). Under the aforesaid Act of 1952 and the Rules made thereunder, specified authorities have been mentioned who alone can deal with the sale of sites and but for the modes prescribed under the Act and the Rules, no other method is at all permissible for the sale of land, be it by way of allotment, auction or any other method. As observed earlier, we do not wish to go into this controversy and leave it open to the petitioners to make out a case before the authorities under the Act of 1952 on the basis of letter Annexures P/2 and P/4 if it is permissible under the law. In so far as respondent Notified Area Committee, Mani Majra is concerned, the claim of the petitioners for allotment of land so as to establish modern hospital on the basis of promissory estoppel is not at all made out. Not only that no promise at all was made by the Notified Area Committee to the petitioners but also the Committee had necessarily to deal with the case of the petitioners under the provisions of the Punjab Municipal Act and letters i.e. Annexures P/1 and P/4 being only in the nature of recommendations were not binding upon the Committee.

(13) Finding no merit in the writ petition, we dismiss the same leaving, however, the parties to bear their own costs.

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J.S.T.

Before : Hon'ble J. L. Gupta, J.

KULDEEP KAUR,—Petitioner.

*versus*

STATE OF PUNJAB AND OTHERS,—Respondents.

Civil Writ Petition No. 2820 of 1992

August 31, 1992.

Constitution of India, 1950—Art. 226 and 227—Recognition of 2 years JBT Diploma conducted by Himachal Pradesh—Vide letter dated May 18, 1989 JBT course from Himachal Pradesh recognised—Subsequent course not recognised by Punjab Government,—vide