

IN THE HON'BLE HIGH COURT OF NIRDHAN

Case No. WP 999/2015

WP 1021/2015

Case concern: Constitutional validity

Parties Concerned:

Peoples union for liberties and democratic reforms and JCI..... Petitioner

VERSUS

Republic of Gariba and Maxis bank.....respondent

On behalf of Respondent

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- Indian Contract Act 1872
- Arbitration And Conciliation Act 1996
- Constitutional Law

BOOKS

- Dr. R.K Bangia, Indian Contract Act, § 2(h), 4th edition 2009
- Dr. N. v PARANJAPE, Law relating to Arbitration and Conciliation in India, § 34 Cl (1), 4th edition 2009
- Ashwinie Kumar Bansal ,Arbitration Agreements & Awards, 2nd Edition,2006
- C. K Takwani, Civil Procedure with limitation Act,1963,7th Edition,2013
- Durga Das Basu, Shorter Constitution Of India,13th edition,2006

INTERNET SITES

- ¹ <http://thelawdictionary.org/ex-parte/>(<http://thelawdictionary.org>), 11, Februray,2015, 10:00pm
- <https://www.google.co.in/url?sa=t&rct=j&q=&esrc=s&source=web&cd=4&cad=rja&uact=8&ved=0CCsOFjAD&url=http%3A%2F%2Fcensusindia.gov.in%2F2011census%2Fcensusinfodashboard%2Fstock%2Fprofiles%2Fen%2FIND008>

[Rajasthan.pdf&ei=A37gVLyjENCiugTwl4CYCO&usg=AFQjCNEL-
0gv9ryzrRK_y_koEa28FNRA&bvm=bv.85970519,d.c2E](#)

- http://www.supremecourtcases.com/index2.php?option=com_content&itemid=999999&do_pdf=1&id=24500, <https://www.google.co.in>, 12 February, 2015, 10:00 am

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Statement of Facts:

• That the Republic of Gariba is a sovereign federation of states with several union territories. Most part of the desert is situated in Nirdhan. The territory was considered as backward till 2011, when the then Governor of Nirdhan decided to fast pace the development of roads and highways. So, a new scheme was devised under which highways and arterial roads were to be constructed by private parties, and the amount invested by them was to be recovered as toll. Powers in this regard were delegated to all the Panchayat Samitis, to issue detailed project reports on the official website, and a single window scheme was provided for sanction of the projects

• That on 21.9.2011, one such company was Jeopardy Contracts Inc. (JCI). It entered into an agreement with Jodhpur Gaon Panchayat Samiti (JGPS) for 115 km of road in a Scheduled area in Nirdhan.

• That on 21.9.2013, certain issues cropped up regarding land acquisition, design of the bridges etc. due to which the JGPS terminated the contract.

• That on 11.12.2014, as per the contractual mechanism, JCI sent a legal notice for invoking arbitration as per contractual clause and also asked for 'termination payment' for the work already done.

• That on 12.12.2014, a reply was sent through email by JGPS' counsel informing that the matter is covered under the Madhyastham Adhikaran Adhinyam, 1983, and therefore the Arbitration and Conciliation Act, 1996 is not applicable. JGPS also invoked the performance bank guarantee by sending an email after business hours to the Maxis bank.

- That on 13.12.2014, JCI moved the High Court of Nirdhan by filing an urgent civil writ petition being WP (C) No. 99/2014, which was directed to be listed at 10.30 am on 15.12.2014.
- That on 15.12.2014, the High Court took this matter as the first item on board, and granted “an ad-interim ex-parte stay on invocation of bank guarantee if not already encashed. By 11.00 am, the copies of the order were served upon JGPS, and the Maxis Bank. However, in the meantime at 10.00 am, the branch manager of the Jodhpur Gaon branch of Maxis bank had acted on the email of JGPS and encashed the bank guarantee. At 10.01 am, there was a massive security breach in the systems of the Maxis Bank. This triggered the cyber security systems, which instantly froze all accounts and transactions in-progress due to an attack by a group of hackers. Therefore, till the order copy was served on the Maxis Bank, the amount under the Bank guarantee still remained in the account of JCI.
- That the press conference has been called by the head of the JGPS where he said that the act of hacking is attributable solely to JCI. Denying such allegations JCI stated that the head of JGPS is an illiterate villager. Respondent called another press conference stating that he is not illiterate and can read and write, he further pointed some flaws in the structural designs of JCI which were later on accepted by them.
- That the writ petition was disposed of directing the parties to seek appropriate interim remedies from the Id. Arbitrators. Arbitration proceedings took place under the Act of 1996, before the Council for Infrastructure. Arbitration (CIA), and objections filed by JGPS were dismissed by the Id. Arbitrators. The arbitration culminated into an award dated 21.1.2015 in favour of JCI, and inter alia held JCI entitled to the money under the performance bank guarantee.

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- That on 25.1.2015 JGPS immediately filed a petition under Sec. 34 of the Act of 1996, before the High Court of Nirdhan, on 24.1.2015 JCi wrote to Maxis Bank with a copy of the award, to return the money pertaining to the performance bank guarantee as Fixed Deposit.
- That On 27.1.2015, Maxis Bank informed that admission of Petition under Sec. 34 amounts to a stay on the award, and therefore until the final outcome of Sec. 34, it is not obliged to pay anything to JCi.
- That on 28.1.2015, in response, JCi cited its concern about immediate requirement of liquidity due to erosion of net worth, expenses for litigation, and pressure of the Amerasian Development Bank regarding the repayment of loan etc. However, Maxis Bank did not release any payment to JCi. Then JCi challenged the constitutional validity of Sec. 34, by way of a writ petition, being WP 999/2015 on various grounds and the High Court of Nirdhan admitted the petition.
- That, on 20th December 2014, the Governor of the State of Nirdhan promulgated an Ordinance which came into effect from 24th of December 2014, which amended the Nirdhan Panchayati Raj Act, 1994, with respect to section 19 which is regarding “Qualification for election as a Panch or a member”.
- That The People’s Union for Liberties & Democratic Reforms issued a public statement that the Ordinance was replete with malice in law as it is violative of Constitution since “We the people” does not, and cannot mean “we the literate people”. It moved to the High Court of Nirdhan through its counsel on 29th of December 2014 (during the annual winter holidays) for an urgent listing and hearing, since the election notification was to be issued on 3rd of January, 2015.

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- That on 31.12.2014, the People's Union for Liberties & Democratic Reforms, with its counsel's affidavit moved the Hon'ble Apex Court under Art. 32, through the "Vacation Officer". The Vacation Officer accepted the papers and informed the counsels assembled in the premises of the Apex Court that instructions from the Hon'ble Chief Justice are awaited. After a wait for 48 hours, when no clear response was forthcoming, the counsels for People's Union for Liberties & Democratic Reforms sought to escalate the matter. It was informed by the Id. Vacation Officer that he can only speak to the Id. Registrar (Judicial), and none else, despite several reminders, no listing was granted till the issuance of election notification. Upon listing, the Apex Court was pleased to observe that the matter can now be heard by High Court of Nirdhan.
- That the People's Union for Liberties & Democratic Reforms immediately moved the Hon'ble High Court of Nirdhan. It filed a pro-bono petition WP (C) No. 1021/2015 in the High Court of Nirdhan seeking, to challenge the vires of the Ordinance, and certain other reliefs.
- The High Court of Nirdhan admitted the petition, notices were issued to the Id. Attorney General as well as the Republic of Gariba. Given that the Id. Attorney General was to appear in the two matters, i.e. WP 999/2015 and WP 1021/2015.

Statement of issues:

1. Whether the agreement between JCI and JGPS is valid?

- Contract
- Valid Contract
- Undue influence
- Ex-parte

2. Whether sec.34 of arbitration and conciliation act, 1996 is unconstitutional?

- § 34 Cl (1)

3. Whether qualification for election as a Panch or a member is constitutional and people's

Union for liberties & democratic reform is entitled for remedy?

- Article 84
- Article 243 D(3)

Summary of Arguments:

1. Whether the agreement between JCI and JGPS is valid?

In order to comply with the requirements of the article 299(1), the contract must be executed by a person duly authorised by the president or governor, as the case may be. The article does not prescribe any particular mode in which the authority must be conferred by the president or governor. Hence, it may be conferred either by general order or by ad-hoc order upon a particular officer for purpose of a particular contract. Such order may be notified in the official gazette or established by other evidence. The JGPS entered into the contract which was not with free consent of the parties and which also violates the sec. 10 of the Indian contract act which, result into void agreement. The head of JCI was at position to dominate the will of the head of JGPS and induced him to enter into the contract by his influence.

2. Whether sec.34 of arbitration and conciliation act, 1996 is unconstitutional?

The writ petition was disposed of directing parties seeking remedy from the Id. Arbitrator which granted award of money in favour of JCI under the performance bank guarantee on 21.1.2015. Many case laws deals with it which are being discussed in Arguments advanced. the law of arbitration is based upon the principles of withdrawing the disputes from the ordinary courts and enabling the parties to substitute a domestic tribunal consisting persons of their own choice as providing the remedy under §.34 which takes the party again to the process of litigation which takes away the spirit and importance of Arbitration law.

3. Whether qualification for election as a Panch or a member is constitutional?

The Ordinance promulgated by the governor of the State of Nirdhan is justifiable as many factors has indulged like globalisation, privatisation has led to more developed era of civilised societies. Jawaharlal Nehru pointed out for qualification for members, it was

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decided that in assembly that it would not be appropriate to have qualification at that time, as then there were not many literate persons to appoint. Pro-bono petition was filed to Hon'ble high court of Nirdhan, which challenged ordinance and other certain reliefs.

Ordinance being ultra vires and being retroactive is appropriable, as stated ordinance passed by Governor, as it brought changes to qualification of Panch or member, as people has moved to civilised societies, whether rural or urban which has increased the importance of education which is guaranteed under the constitution as fundamental rights.

Arguments Advanced:

1. Whether the agreement between JCI and JGPS is valid?

It is humbly submitted before the Hon'ble High Court that it is evident that in order to comply with the requirements of the article 299(1), the contract must be executed by a person duly authorised¹ by the president or governor, as the case may be. The article does not prescribe any particular mode in which the authority must be conferred by the president or governor. Hence, it may be conferred either by general order or by ad-hoc order upon a particular officer for purpose of a particular contract. Such order may be notified in the official gazette² or established by other evidence.³

As also in the present case the Governor delegated the powers to the Panchayat Samitis to issue detailed project reports on official website. Under single window scheme for the sanction of the projects.

- Contract: §- 2(h) an agreement enforceable by law is contract.⁴

Valid Contract: As per §.10 of Indian Contract Act,1872 all agreements are contracts if they are made by the free consent of parties competent to contract, for a lawful consideration and with a lawful object, and are not hereby expressly declared to be void .⁵

¹ Bhikraj Jaipuria v Union of India, SC 113 AIR 1962: (2) SCR 880 1962; Union of India v Hanuman Oil Mills Ltd., Supp. SCC 84 (1987)

² Timber Kashmir Pvt Ltd v Conservator of Forests, Jammu, SC 151, AIR 1997: 4 SCC 497 (1976)

³ Ibid; Karamshi Jethabhai Somayya V State of Bombay, SC 1714 (1721) AIR 1964: (6) SCR 984,1964

⁴ Dr. R.K Bangia, Indian Contract Act,§ 2(h),4th edition 2009

⁵ ibid

- Undue influence: §.16 of Indian contract act, 1872: it says that where a person who is the position to dominate the will of another, enters in to the contract within, and the transaction appears on the face of it or on the evidence adduced to be unconscionable, the burden of proving that such contract was not induced by undue influence shall lie upon the person in the position of dominate the will of the other. It is manifest that both the conditions have ordinarily to be established by the person seeking to void the translation: he has to prove that the other party to the transaction was in the position to dominate his will and that the other party had obtained an unfair advantage by using that position.⁶

As in the present case, JGPS entered into the contract which was not with free consent of the parties and which also violates the sec. 10 of the Indian contract act which, result into void agreement. The head of JCi was at position to dominate the will of the head of JGPS and induced him to enter into the contract by his influence.

The claim to restitution or compensation under sec.65 of the contract act, however, does not extend to benefits received after the agreement is discovered to be void.⁷

Where the contractor was given the right to collect toll tax over the bridge over the specified period, withdrawal of the notification to levy the toll tax prior to the expiry of said period by the government in the public interest was held to be not invalid. The interim order passed by the high court to stay operation of withdrawal of the notification was set aside.⁸

As in present case, certain issues cropped up regarding land acquisition, faulty design of the bridges which affects the public interest in whole due to this JGPS terminated the contract as

⁶ supra

⁷ Puakayastha N. v Union of India, Assam 3 (43),AIR 1995

⁸ State of U.P. v Hardan Singh, Supp (3) SCC 593 (para 5 and 7),1995

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High court granted stay order which was set aside.

Ex-parte:

On one side only; by or for one party; done for, in behalf of, or on the application of, one party⁹

- Where summons is not served when plaintiff doesn't serves cost:
- Where the court doesn't serves summons
- Where summons are served and cost is paid duly by plaintiff but defendant doesn't able to appear due to sufficient cause

It is a fundamental rule of law of procedure that a party must have a fair and reasonable opportunity to represent his case.

And for that purpose, he must have a notice of the legal proceeding initiated against him. The service of summons on the defendant is, therefore, a condition precedent to a fair trial. If the summons is not served on the defendant or it does not gave him sufficient time to represent his case effectively, no decree can be passed against him¹⁰

As in the present case, on 15.12.2014, the High Court took this matter as the first item on board, and granted...an ad-interim ex-parte stay on invocation of bank guarantee if not already encashed¹¹

Therefore, an ex parte stay is not sufficiently applicable here.

⁹ <http://thelawdictionary.org/ex-parte/>(<http://thelawdictionary.org>), 11, Februray,2015,

10:00pm

¹⁰ Begum para v. Luiza Matilda Fernandes, 2 SCC 595 ,(1984)

¹¹ Statement of facts

2. Whether sec.34 of arbitration and conciliation act, 1996 is unconstitutional?

It is humbly submitted before the Hon'ble court that the writ petition was disposed of directing parties seeking remedy from the Id. Arbitrator which granted award of money in favour of JCI under the performance bank guarantee on 21.1.2015.¹²

And JGPS filed the petition for setting aside the award under sec. 34 of arbitration and conciliation act, 1996.

Case laws:

- The Supreme Court Held That An Award Which Is Contrary To The Terms Of Contract Is Liable To Set Aside By The Court. It Is Also Liable To Be Inferred With If It Is Contrary To The Fundamental Policy Of Indian Law, Justice Or Morality And Where It Is Patently Illegal¹³
- Where court finds that award is pretently against public policy it may Suo moto without necessity of any proof having to be furnished, set aside the award¹⁴
- State of Rajasthan challenged the validity of the award on the ground that after the conclusion of arbitration proceedings, all the arbitrators did not meet together to reach a final conclusion.it was argued that the absence of joint deliberations rendered the award invalid but the apex court placing reliance on its earlier decision in *Reserve bank of v. S. S. Investments Ltd*¹⁵, agreed with argument of Larsen & Toubro that there was no provision in law requiring all the arbitrators to

¹² supra

¹³ Hindustan Zinc ltd. V. friends Coal Carbonization, 4 SCC 445, (2006)

¹⁴ Union of India v. Om Prakash, SC 1745,AIR 1976

¹⁵ SC 1982,AIR 1992

meet tighter after conclusion of the arbitration proceedings and therefore, dismissed the case.¹⁶

- Where there is no arbitration agreement¹⁷ or agreement is void¹⁸, the proceedings would be deemed to be holy without jurisdiction even if the parties have participated in the proceedings without objecting to the jurisdiction of the arbitrator.
- It has been further held that if the contract itself is illegal and forbidden by law, the arbitration clause will also be illegal and void being a constituent part of the contract. This obviously follows that where there has been no contract at all, there cannot be existence of an agreement to arbitrator.¹⁹
- Normally, would not interfere grants stay on encashment of the bank guarantee unless there is a fraud. The reason being that bank guarantee is entirely a matter between banker issuing the bank guarantee and the beneficiary in whose favour it is issued. That apart, a bank guarantee is altogether a separate contract from the original contract pursuant to which it is furnished. Obviously, the bank is not a party to the original contract, and the party at whose instant bank guarantee is furnished is not a party to the bank guarantee.²⁰

§ 34 CI (1): Recourse to a court against an arbitral award may be made only by an

¹⁶ Larsen and Toubro v. State of Rajasthan, 2 arb.L.R 15 (Delhi),1994

¹⁷ Waverly Jute Mills v. Rayman & co., SC 90, AIR 1963

¹⁸ Dodsal (P) Ltd. v Delhi Electric Supply Undertaking, 2 SCC 576,1996

¹⁹ Per Lord Me Millan in Heyman v. Darwin, (1942) 1 All ER 337 followed in A. Shankar v. A Kumaravel, Mad 259 AIR 1977; Waverly Jute Mills v. Rayman & co., SC 90AIR 1963

²⁰ Shamon Galva v. Steel Authority of India Ltd., 2 Cal HN 493,1995

application for setting aside such award in accordance with sub-section (2) and sub-section (3).²¹

An arbitral award can be set aside by competent court by an order under §34, on the grounds similar to the grounds for refusing enforcement of foreign award under the New York convention. An appeal shall lie from such order of such court to a higher court.²²

- The court of contracting state when seized of an action in a matter in respect of which the parties have made an agreement within the meaning of article II, shall, at the request of the one of the parties, refer the parties to the arbitration, unless it finds that the said agreement is null and void, inoperative and incapable of being performed.²³

An arbitration clause in the contract or an arbitration agreement is required to be signed by the parties as per provision of article II (2) of the New York Convention

- It was held by the Bombay high court that the reference of the dispute to determination of a court of law cannot constitute an arbitration agreement between the parties and provisions of §3 of 1937 of the act are not attracted.²⁴
- Where the apex court has observed that the grounds of challenge to an arbitral award are very limited. The award can be set aside only on the ground of challenge under §12, 13, 16 provided such a challenge is first raised before the arbitral tribunal and has been rejected by the arbitral tribunal. The only other

²¹ Dr. N. v PARANJAPE, Law relating to Arbitration and Conciliation in India, § 34 Cl (1), 4th edition 2009

²² Ashwinie Kumar Bansal ,Arbitration Agreements & Awards, 2nd Edition,2006

²³ Ashwinie Kumar Bansal ,Arbitration agreements and awards, Pg-22, 2006, Article II (3) of the New York Convention

²⁴ New Great Insurance Co. of India Ltd. v Aktiselskaleet Set Astasistsske Kampagni

provision is § 34 of the said that act. The only grounds, which can pressed into service, are in enumerated therein. This is could be raised within the scope of § 34 application subject to § 4 of the 1996 act.²⁵

- It was observed that the phrase “public policy of India” used in § 34 is required to be given a wider meaning.²⁶

As in the present case, § 34 of act, 1996 does not amount to introduction of litigation as it is a remedial process infused with law of Natural Justice. also conventions and investment treaties which are based on this particular law which leads to violation of country’s bilateral and multilateral commitments pendency of §34 petitions is huge and delay thereon amounts to expropriation but appeal when is made for removal of a cause from an inferior court to a superior court for testing soundness of the decision of inferior court. Also, some case laws regarding this states that; it is a complaint made to the higher court that the decree passed by the lower court is unsound and wrong.²⁷ It is “a right of entering a superior court and invoking its aid and interposition to redress an error of the court below”.²⁸

3. Whether qualification for election as a Panch or a member is constitutional and people’s union for liberties & democratic reform is entitled for remedy?

²⁵ Narayan Prasad Lohia v. Nikunj Kumar Lohia, 3 SSC 572, 2002 : (1) Raj 381 2002

²⁶ Oil and Natural Gas Corporation Ltd. v Saw Pipes Ltd. (5) SCC 705,2003

²⁷ Nagendra Nath Dey v. Suresh Chandra Dey, IA 283 (1931-32): PC 165, AIR 1932

²⁸ Attorney General v. Sillem, 10 HLC 704 at p.715 (1864): 11 ER 12000 At p.1209 (Per Lord Westbury, LC); Dayawati v. Inderjit, SC1423 AIR 1966: 3 SCR 275 (1966)

It is humbly submitted before the Hon'ble Court that under Art 213 the governor has power of making ordinance only when both houses of the state legislature are not in session. It is not a discretionary power, but must be exercised with the aid and advice of ministers.²⁹

As in the case of an Ordinance made by the president, the courts cannot question the validity of an Ordinance made by a governor on the ground that there were no sufficient reasons for promulgating an Ordinance³⁰, or that there was no need for taking immediate action.³¹

The ordinance making power by inserting Cl. (4) in Art. 213, by the constitution (38th amendment) act, 1975. Since that clause has been omitted by the 44th amendment act, 1978 the door has been opened for the challenging the validity of an Ordinance on the ground that it was vitiated by mala fides.³²

The Supreme Court held that the governor's satisfaction under Art.213 (1) cannot be challenged in a court of law on the ground that it was prompted by malice³³ or ulterior purpose.

The supreme court has, however, held³⁴ that since the ordinance making is legislative³⁵ and not an executive act, an Ordinance cannot be invalidated on the ground of (a) non-application

²⁹ Cf. Cooper, R.C v. Union Of India, SC 564 (paras 21, 227) AIR 1970 : 1 SCC 248 1970

³⁰ Lakhanarayan Das v. State of Bihar, FC 59, AIR 1950

³¹ Garg, R.K v. Union of India , SC 2138 AIR 1981: 4 SCC 676 1981; S.K.G Sugar Pvt. Ltd., M/s. v. State of Bihar, SC 1533 (1536-37) AIR 1974: 4 SCC 827, 1974

³² A.K Roy v. Union of India, SC 710 (para 27) , AIR 1982: 1 SCC 271, (1982); for a fuller discussion of this topic, see Author's commentary on the constitution of India, 6th edition, vol H, pp 216-20; the principle of law laid down in S.R. Bommai v. Union of India, 2 SCC 1,(1994) : SC 1918,AIR 1994

³³ Venkata Reddy, T v. state of A.P, 3 SCC 198 (para 9) 1985: SC 724 AIR 1985

³⁴ Nagraj K. v. state of A.P, 1 SCC 523 (para 31, 36)1985,SC 551,AIR 1985

³⁵ supra

of mind³⁶, or ulterior motive or ulterior purpose; any more than any law passed by the legislature.³⁷

Art 84 requires the candidates “possessive such other qualification as may be prescribed in their behalf by or under any law made by the parliament. “Thus expressly envisaging the possibility that parliament may pass a law limiting the entitlement to participate in the democratic process on the basis of certain qualifications.

- ❖ Literacy rate in 1951 of rural areas of Nirdhan is much below the 50 percent. But, according to census info survey³⁸ 2011 it is 61.44 percent in rural area. As also right to education under art 21-A is fundamental right which is provided by state shall provide free and compulsory education to all children of the age of six to fourteen years.³⁹

Article 243 D(3) - Not less than one-third (including the number of seats reserved for women belonging to the Scheduled Castes and the Scheduled Tribes) of the total number of seats to be filled by direct election in every Panchayat to be reserved for women and such seats to be allotted by rotation to different constituencies in a Panchayat.

³⁶ Nagraj K. v. state of A.P, 1 SCC 523 (para 31, 36),1985, SC 551, AIR 1985

³⁷ ibid

³⁸ [<https://www.google.co.in>, 12 February,2015, 10:00 am](https://www.google.co.in/url?sa=t&rct=j&q=&esrc=s&source=web&cd=4&cad=rja&uact=8&ved=0CCsQFjAD&url=http%3A%2F%2Fcensusindia.gov.in%2F2011census%2Fcen-susinfodashboard%2Fstock%2Fprofiles%2Fen%2FIND008_Rajasthan.pdf&ei=A37gVLyjE NCiugTwl4CYCQ&usg=AFQjCNEL-</p></div><div data-bbox=)

http://www.supremecourtcases.com/index2.php?option=com_content&itemid=99999999&do_pdf=1&id=24500, <https://www.google.co.in>, 12 February,2015, 10:00 am

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"We have no doubt that if these directions given by us are honestly and sincerely carried out, it will be possible to improve the life conditions of these workmen and ensure social justice to them so that they may be able to breathe the fresh air of social and economic freedom."⁴⁰

As per the rules of high court of Nirdhan there is vacation officer appointed during vacations which listens the urgent writs and PIL therefore it cannot be said that there no is bench and as well non- availability of procedure of listing.

As In The Present Case, Ordinance 2014 Promulgated Which Is Amended By Governor Is Justifiable As Many Factors Like Globalisation Has Led More To Developed Era Of Civilised Societies As It Has Touched Every Aspect Whether He Or She Lives In Rural Or Urban Areas And As State Provide Right To Free Education Which Itself Has Awared The Society And Also Has Increased The Literacy Rate. Hence, the Question as To Violation Of Constitution Since "We The People" Does Not, And Cannot Mean "We The Literate People" Cannot Be Challenged.

PRAYER

⁴⁰ Bandhua Mukti Morcha v Union Of India And Ors, SCR (3) 524,1991

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Therefore, in the light of the facts stated, arguments advanced and authorities cited, the Petitioner, most humbly prays before the Hon'ble court, to be graciously please to hold adjudge and declare that:

- To dismiss the present writ petition and the PIL, OR
- To pass any other order which the Hon'ble court may deem fit in the light of Justice, Equity and Good Conscience.

All of which is humbly prayed and most respectfully submitted by the Respondent.

Date:

_____S/d_____

(Counsel for Respondent)