
(24) Counsel for the petitioner states that nothing has been paid for the last many years. Not even at the rate determined by the Rent Controller.

(25) Taking the totality of circumstances into consideration, we are satisfied that it is a fit case where compensatory costs should be awarded to the petitioner. We assess the costs at Rs. 1 lac. These shall be paid to the petitioner by the Respondent State of Haryana. The writ petition is, accordingly allowed.

R.N.R.

Before Jawahar Lal Gupta & K.S. Garewal, JJ

VIJAY GOPAL DOGRA,—*Petitioner*

versus

PUNJAB & HARYANA HIGH COURT AND ANOTHER,—
Respondents

C.W.P. No. 525 of 1999

25th September, 2000

Constitution of India, 1950—Art. 226—High Court of Punjab & Haryana Lawyers Chambers (Allotment and Occupancy) Rules, 1985 (amended as the High Court of Punjab & Haryana Lawyers Chambers (Allotment & Occupancy) Rules, 1988—Rls. 6, 9, 10, 11, 12, 14 and 17—Allotment of chambers constructed in the premises of the High Court—Petitioner as an associate member of a chamber allotted to original allottee—Whether an allottee can disassociate his colleagues from the use of the chamber—Held, yes—An original allottee can associate with him up to 7 members of his choice & can also disassociate any one with the previous approval of the Hon'ble Chief Justice—An associate member has no enforceable right to remain associated with the original allottee.

Held, that the allotment of chambers is within the sole discretion of the Chief Justice. The Advocate to whom a chamber has been allotted can associate with him up to seven members of his choice but only with the previous approval of the Chief Justice. This shows that the discretion of the Chief Justice is paramount in respect of allotment of the chambers and the association by the allottee of up to seven Advocates of his choice. The allottee cannot associate with him any Advocate unless he has the previous approval of the Chief Justice. From this it would follow that an allottee can also disassociate his colleagues from the use of Chamber. Just as the association of up to

the requisite number of Advocates can only be with the previous approval of the Chief Justice, who has the sole discretion to allot the chambers, disassociation of an Advocate must necessarily be only with his approval. Under the Rules, the petitioner had no right to remain associated with the original allottee after the latter had lost faith and trust in him and the Chief Justice had given his approval.

(Para 12)

Further held, that Respondent No. 2 nominated his two associates, including the petitioner and the letter of allotment, dated 2nd August, 1985, mentioned the names of the two Advocates associated with the allottee. The said letter also laid down the terms and conditions of the allotment, which were to be complied with by Respondent No. 2 alone. The associates were not required to either pay the licence fee or deposit the security or take possession of the chamber. Therefore, there was no privity of contract whatsoever between the associates and the High Court. The Rules under which the allotment had been made and the Rules which are now in vogue have been scrutinised with care in order to discover if the petitioner had any enforceable right, but unfortunately none has been found.

(Para 11)

Onkar Singh, Advocate for the petitioner

Rajan Gupta, Advocate for Respondent 1.

R.S. Mittal, Sr. Advocate with

Ms. Palika Monga, Advocate for Respondent 2.

JUDGMENT

K.S. Garewal, J.

(1) Sh. Vijay Gopal Dogra, Advocate, a member of the High Court Bar, has presented this Civil Writ Petition to challenge the order, dated 3rd November, 1998 (Annexure P-7), whereby the request of Shri B.S. Bindra, Sr. Advocate, for deleting the petitioner's name from chamber 25 was accepted and the petitioner was given three months to make an alternative arrangement.

(2) The Administrator, Union Territory Chandigarh, in consultation with the Chief Justice and Judges of the Punjab and Haryana High Court on 1st August, 1985 promulgated the High Court of Punjab and Haryana Lawyers Chambers (Allotment and Occupancy) Rules 1985, to regulate the allotment of chambers constructed in the

premises of the High Court at Chandigarh. Lawyers were invited to apply for allotment in a group of up to four out of whom one member of the group would be the allottee and the others merely his associates. Accordingly, Sh. B.S. Bindra, Sr. Advocate, Sh. T.S. Doabia, Advocate (as his Lordship then was) and the petitioner filed a joint application, copy of which is Annexure P-2. The applicant was Sh. Bindra, Respondent 2 and the other two gentlemen were named as his associates. The application was accepted and chamber 25 was allotted to Sh. B.S. Bindra on 2nd August, 1985,—*vide* allotment letter Annexure P-3. Sh. Doabia and Sh. Dogra were allowed to be associated with the main allottee.

(3) According to the petitioner, Sh. Doabia did not use the chamber as he remained busy with his publications and only the petitioner and respondent 2 shared the chamber. The petitioner paid half the rent (licence fee) to respondent 2, who deposited the due amount with the High Court office. The petitioner also contributed towards the electricity, water and sundry charges. According to the petitioner, in July, 1998 respondent 2 inducted three more advocates to share the chamber with him and also permanently covered the verandah of the chamber. The petitioner has pleaded that he received a communication from the High Court, dated 10th July, 1998, stating that Sh. Bindra had requested the High Court to ask him (the petitioner) to shift and adjust somewhere else as his present associates did not have sufficient space to work and prepare briefs. The petitioner was called upon to submit his comments, which he did,—*vide* letter, dated 3rd August, 1998 (Annexure P-5). The petitioner stated that respondent 2 had associated three more persons to share the chamber which was against the norm fixed by the High Court and since he was an original associate at the time of the allotment, had good relations with respondent 2, had been occupying the chamber for over 12 years, therefore, he could not understand how three persons had been associated and had started complaining regarding insufficient space. The petitioner also asked for a personal hearing before the Hon'ble Judge in charge of these matters or any committee consisting of Hon'ble Judges dealing with the allotment of chambers.

(4) The petitioner and respondent 2 were called by Hon'ble Mr. Justice G.C. Garg, who heard them and expressed the view that the allottee was the sole person who could associate with him any one he liked and could turn out any one. Petitioner's attention was invited to the subsequent Rules made by Hon'ble the Chief Justice and Judges of the Punjab and Haryana High Court on 16th September, 1988, known as the High Court of Punjab and Haryana Lawyers Chambers

(Allotment and Occupancy) Rules 1988 and particularly to Rule 6, which provided that the chamber shall be allotted to one Advocate, who may associate with him up to a maximum seven Advocates of his own choice with the previous approval of the Chief Justice.

(5) The main ground for challenge of Annexure P-7, dated 3rd November, 1998, is that the case should be covered by the 1985 Rules since the allotment had been made under those Rules. The subsequent Rules could not govern the case. Moreover, Rule 14 of the 1985 Rules provided that the amendment in the Rules could be made by the Administration Union Territory, Chandigarh, in consultation with the Chief Justice. Therefore, 1988 Rules which were framed without authority could not supersede the 1985 Rules. Secondly, reference was made to the dispute, which had arisen in respect of Chamber 26 between its allottee and one of the associates. In order to resolve the dispute and determine the rights between the allottee and the associates, a Committee consisting of Hon'ble Judges of the High Court, President and Secretary of the Bar was formed and ultimately it was recommended that the associate had the same rights as the allottee and an allottee could not turn out his associate. Lastly, neither the 1985 Rules nor the 1988 Rules dealt with the rights of an associate. Since both the rules were silent on this aspect, the recommendation of the Committee should be taken as binding. The impugned annexure was also challenged on the ground that it was against the spirit of the Rules and the material on record. No reasons were mentioned for accepting the request of respondent 2. The petitioner's case was covered by the doctrines of promissory estoppel and legitimate expectation. The petitioner sought issuance of a writ in the nature of certiorari for quashing the order, dated 3rd November, 1998, passed by the High Court and also a declaration that the 1988 Rules were illegal and without jurisdiction.

(6) In opposition, respondent 1 has filed written statement through the Registrar. The substance of the defence of respondent 1 was that respondent 2's request to allow two associates to join on 20th October, 1996 and a third on 10th January, 1998, was allowed,—*vide* letters, dated 21st December, 1996, and 16th January, 1998 (Annexures R1/1 and R1/2). It was admitted that respondent 2 had requested through letter dated 6th January, 1998, to shift the petitioner from his chamber as his new associates did not have sufficient space to work and prepare briefs. It was also admitted that the matter had been placed before Hon'ble Mr. Justice G.C. Garg, who gave a personal hearing to the petitioner and respondent 2 on 7th September, 1998 and gave his written opinion on 29th October, 1998 (Annexure R1/4).

This opinion was accepted by Hon'ble the Chief Justice and the impugned order was passed.

(7) The petition was also opposed by Sh. B.S. Bindra, Sr. Advocate, (respondent 2) who filed a separate written statement raising preliminary objections that no right of the petitioner had been infringed by the impugned order. It was an administrative order made by Hon'ble the Chief Justice. The petitioner had only been chosen as one of the associates. He did not possess any independent right. The choice was not irrevocable as it could be changed. On facts, Sh. Bindra submitted that since October, 1994 relations between him and petitioner had been strained and were not cordial because of "the unbecoming conduct and greed" of the petitioner. According to respondent 2 the petitioner had won over his clerk and a large number of clients by misrepresenting that respondent 2 would never resume practice after the amputation of his leg.

(8) The main question to be considered in this case is with regard to the extent of rights enjoyed by an associate member of a chamber allotted to an Advocate.

(9) A comparison of the 1985 Rules with 1988 Rules on the subject of allotment of chambers would show that under the 1985 Rules the chamber was to be allotted to one Advocate, who could associate with him two or three Advocates of his choice with the previous approval of the Chief Justice. The responsibility of payment of the licence fee was to be that of the allottee. However, there were two provisos, which protected the claim of the associate Advocates. These provisos would come into the picture when the allotment was cancelled or terminated and in that event there would also come into existence a preferential right of the associate advocate to get a fresh allotment of the chamber. He had the right to remain in occupation till a fresh allotment was made. Under the 1988 Rules, an Advocate on allotment could associate with him up to seven Advocates of his choice with the previous approval of the Chief Justice, but the rights of the associate Advocates were kept intact. However, if no fresh allotment was made by the Chief Justice, then this conferred no right, title or interest upon the associates of the allottee. Rule 9 of 1985 Rules specifically provided that allotment did not confer any tenancy, sub-tenancy, lease or sub-lease, title, interest etc. in favour of the allottee. Rule 10 provided for termination of allotment on the happening of contingencies mentioned therein. Rule 11 provided for the duties of the allottees and Rule 12 laid down the consequences of allottee's failure to perform the terms and conditions of the Rules.

(10) Coming to the 1988 Rules, the corresponding provisions remained more or less intact, but significantly Rule 17 repealed the High Court of Punjab and Haryana Lawyers Chambers (Allotment and Occupancy) Rules 1985 and the saving clause provided that all actions taken under the old Rules shall be deemed to have been taken under the present Rules.

(11) Lawyers chambers are rooms, where lawyers attend to their professional work, prepare their cases, receive instructions from clients and hold conferences with junior lawyers. Therefore, the lawyer's chamber is his main place of work and ought to be sacrosanct. It is also essential for a successful legal practice. Peace and tranquility within the chamber are, therefore, most important. According to the Rules, each chamber is allotted to only one Advocate, who may associate with him up to three Advocates, though now he may associate up to seven Advocates. While making an application for allotment of a chamber, the applicant is required to nominate his associates. In the present case respondent 2 nominated his two associates, including the petitioner and the letter of allotment Annexure P-3, dated 2nd August, 1985, mentioned the names of the two Advocates associated with the allottee. The said letter also laid down the terms and conditions of the allotment, which were to be complied with by respondent 2 alone. The associates were not required to either pay the licence fee or deposit the security or take possession of the chamber. Therefore, there was no privity of contract whatsoever between the associates and the High Court. The Rules under which the allotment had been made and the Rules which are now in vogue have been scrutinised with care in order to discover if the petitioner had any enforceable right, but unfortunately none has been found.

(12) The allotment of chambers is within the sole discretion of the Chief Justice. The Advocate to whom a chamber has been allotted can associate with him up to seven members of his choice but only with the previous approval of the Chief Justice. This shows that the discretion of the Chief Justice is paramount in respect of allotment of the chambers and the association by the allottee of up to seven Advocates of his choice. The allottee cannot associate with him any Advocate unless he has the previous approval of the Chief Justice. From this it would follow that an allottee can also disassociate his colleagues from the use of the chamber. Just as the association of up to the requisite number of Advocates can only be with the previous approval of the Chief Justice, who has the sole discretion to allot the chambers, disassociation of an Advocate must necessarily be only with his approval. In the present case the original allottee had requested

the High Court to request his associate, to shift to some other place. The petitioner gave his detailed comments before the matter was put up before Hon'ble Mr. Justice G.C. Garg and lastly before Hon'ble the Chief Justice. Under the Rules, the petitioner had no right to remain associated with the original allottee after the latter had lost faith and trust in him and the Chief Justice had given his approval. It deserves to be reiterated that the Chief Justice is the father figure of the judiciary, which constitute the bench and the bar. The Chief Justice would always act in the best interest of the institution and will certainly never take any step which would harm any individual. Therefore, the discretion of the Chief Justice in the matter of the allotment of chambers to Advocates must indeed be respected and upheld.

(13) As observed above, a lawyer's chamber is a place where one would expect the members of the chamber to enjoy each others confidence and good will. Needless to say when mutual trust breaks down then it is a gentlemanly thing to do to walk out of the chamber and relocate one's practice at some other place. Respondent 2 waited for nearly 4 years to break his association with the petitioner. Be that as it may, the direction of the High Court contained in the impugned letter requesting the petitioner to make an alternative arrangement within three months or seek adjustment in some other chamber is based on a fair and just exercise of discretion by the Chief Justice on the basis of the powers of allotment vested in him under the Rules. Although the Rules do not give a preferential right of allotment to an associate in case his association with the original allottee gets terminated and he is requested to leave the chamber, yet it would be desirable if this contingency is kept in view and the petitioner is considered for allotment of a chamber, if a vacancy arises. It may be mentioned that the allotment to respondent 2 was made in 1985 and at that time the petitioner may well have applied for allotment of a regular chamber instead of being associated with respondent 2. Petitioner quite clearly decided to forgo the right to seek allotment and elected to join respondent 2, therefore, he deserves to be considered for allotment of a new chamber if there is a vacancy.

(14) In view of the above discussion, it is held that the impugned order, dated 3rd November, 1998, Annexure P-7, is perfectly valid and in accordance with the Rules. This writ petition is without merit and is hereby dismissed. However, the petitioner is granted three months time to make an alternative arrangement or seek adjustment as an associate in any other chamber. No costs.

R.N.R.