

Mohammed Shafi and ors. Vs. the State of Rajasthan and ors.

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SooperKanoon Citation : sooperkanoon.com/750521

Court : Rajasthan

Decided On : Nov-07-1975

Reported in : AIR1977Raj6

Judge : D.P. Gupta, J.

Acts : [Motor Vehicles Act, 1939](#) - Sections 68C, 68D(3) and 68(3A)

Appeal No. : Civil Writ Petn. Nos. 1028, 1041, 1077, 1081 and 1233 of 1975

Appellant : Mohammed Shafi and ors.

Respondent : The State of Rajasthan and ors.

Advocate for Def. : A.K. Mathur, Addl. Govt. Adv.,; M.D. Purohit, Adv. for State of Madhya Pradesh,;

Advocate for Pet/Ap. : R.N. Munshi and; R.R. Vyas, Advs.

Disposition : Petitions dismissed

Judgement :

ORDER

D.P. Gupta, J.

1. These five writ petitions can be conveniently disposed of by a common order as common questions of law arise for determination in these cases.

2. The challenge in all these writ petitions is with regard to the reciprocal agreement arrived at under Sub-sections (3-A) and (3-B) of Section 63 of the Motor Vehicles Act (hereinafter referred to as 'the Act'), between the States of Rajasthan and Madhya Pradesh on April 3, 1975. The petitioner in writ petition No. 1028 of 1975, Mohammed Shafi is an existing operator of Chittorgarh-Begun Singoli Bhensrodgarh route, while the petitioner Bapulal in writ petition No. 1081 of 1975 is an existing operator of Chittorgarh-Begun-Singoli route. Bashir Ahmed, who is the petitioner in writ petitions Nos. 1041, 1077 and 1233 of 1975 is also an existing operator of Chit-torgarh-Bhensrodgarh via Begun and Singoli route. The route from Chittorgarh to Bhensrodgarh via Bebung and Singoli is an inter-State route, 140 Kilometers long, out of which 119 Kilometers lie in the State of Rajasthan, while the remaining portion of 21 Kilometers from Dhardi to Singoli lies in the State of Madhya Pradesh. It may also be mentioned here that both the termini of the route lie in the State of Rajasthan and although the route enters the State of Madhya Pradesh at Dhardi, it re-enters the State of Rajasthan at Singoli. In writ petitions Nos. 1028 and 1233 of 1975 the counter signatures by the Madhya Pradesh authorities in respect of the permits of respondents Nos. 3 to 5 regarding the portion from Dhardi to Singoli have also been challenged. The respondents Nos. 3 to 5 in the aforesaid writ petitions are operators of Bhilwara-Bhensrodgarh via Begun route and the portion which is common to the route of the petitioners and those respondents is from Begun to Bhensrodgarh. It is admitted by the learned counsel for the parties on both sides that the respondents Nos. 3 to 5 in the aforesaid writ petitions used to ply their vehicles from Bhilwara upto Dhardi only via Begun, although in their permits Singoli and Bhensrodgarh were also mentioned. But on account of the absence of a reciprocal agreement between the States of Rajasthan and Madhya Pradesh in respect of Bhilwara-Bhensrodgarh route, the permits of the said respondents were not countersigned by the Madhya Pradesh authorities for the portion from Dhardi to Singoli and as a result thereof, those respondents could not ply their vehicles beyond Dhardi. The parties are also not at dispute in respect of the fact that there was a reciprocal agreement arrived at between the States of Rajasthan and Madhya Pradesh on January 11/12, 1968. In that reciprocal agreement the route from Chittorgarh to Bhensrodgarh via Begun and Singoli was included but the route from Bhilwara to Bhensrodgarh via Begun

and Singoli did not find a place. A draft of the proposed reciprocal agreement, revising the earlier agreement, was published on September 12, 1974 in the Rajasthan Gazette inviting objections in respect thereof from the concerned operators. In the said draft of proposed reciprocal agreement, the route from Bhilwara to Bhensrodgarh via Mandalgarh, Dhardi, Singoli was included at item No. 91 and it was envisaged that five buses of Rajasthan Operators would ply four single trips on the aforesaid route, with the condition that no passenger shall be picked up or set down between Dhardi and Singoli. The objections filed by the petitioners and other sheeted persons were considered by the Home Commissioner, who was authorised to do so on behalf of the State Government, and by his order dated February 13, 1975 the Commissioner for Home Affairs rejected all the objections and approved the draft agreement, for and on behalf of the State of Rajasthan. The final reciprocal agreement between the aforesaid two States was published in the Madhya Pradesh Gazette Extraordinary dated April 3, 1975 and in the Rajasthan Gazette dated May 6, 1975.

3. Two more facts need be mentioned here. The State Government of Madhya Pradesh published a notified scheme No. 73 in the Madhya Pradesh Rajpatra dated 8-1-1971 in respect of some inter-statal routes of Indore Region, which included Chittorgarh-Singoli route also. A copy of the aforesaid approved scheme, as notified in the Madhya Pra-desh Gazette, has been placed on record as Annexure P/11 in Mohammed Shaft's writ petition and I shall refer to it a little later, as considerable arguments have been raised by the learned counsel in respect thereof. Another fact which needs mention is that the Rajasthan State Road Transport Corporation published a draft nationalisation scheme in respect of the route from Bhilwara to Bijolia via Bigod and Ladpura, in the Rajasthan Gazette dated May 11, 1973. The aforesaid draft scheme has now been approved by the State Government and the final nationalisation scheme has also been notified under Section 68-D (3) of the Act on October 9, 1975 and it has also been stated before me at the Bar that the said scheme has also been implemented with effect from October 25, 1975. Another draft scheme for the nationalisation of Udaipur-Chittorgarh, Chittorgarh-Bundi and other connected routes was published in the Rajasthan Gazette dated April 24, 1973. This draft scheme is still under consideration of the State Government.

4. Learned counsel for the petitioners have submitted seven grounds in support of their writ petitions:

1. That the Madhya Pradesh approved scheme No. 73 published on January 8, 1971 (vide Annexure P/11) only allowed Rajasthan Operators, who were actually plying on the date the aforesaid scheme came into force to continue to ply and that the respondents could not be allowed to ply in contravention of the aforesaid approved scheme No. 73.

2. That the reciprocal agreement between the States of Rajasthan and Madhya Pradesh is an administrative act and it could not override the provisions of the aforesaid approved scheme.

3. That the Rajasthan State Road Transport Corporation had published two draft schemes, which were under consideration of the State Government and as such reciprocity agreement should not have been arrived at by the two States in contravention of the said draft schemes.

4. That the provisions of the reciprocal agreement dated January 11/12, 1968 provided that six months notice shall be given before rescinding the agreement and that such notice was not given in the present case.

5. That the agreement was not published in a proper legal form in the Madhya Pradesh Gazette and as such it has not come into force because it does not appear from the publication of the reciprocal agreement in the Madhya Pradesh Gazette that the Governor of Madhya Pradesh entered into such an agreement.

6. That the draft agreement was finalised by the Transport Commissioners of the two States, but it does not appear that the Transport Commissioner, Rajasthan had the authority to enter into such an agreement on behalf of the State of Rajasthan.

7. That the reciprocal agreement provides for its ratification by the two State Governments and that in the absence of such ratification, the agreement cannot be held to be validly enforceable.

5. Lengthy arguments have been advance by learned counsel in respect of the aforesaid contentions. The first submission is mainly based upon the interpretation of Clauses (3) and (4) of the approved scheme No. 73. published by the Madhya Pradesh State Government in its Gazette dated January 8, 1971. The aforesaid two clauses run as under:

'3. The nature and extent of the State Road Transport Service to be provided on the routes mentioned in Clause (2; above are specified in the schedule annexed hereto. The provision of the Transport Services otherwise than under the Scheme is prohibited except that (i) the vehicles of Rajasthan State nominees plying under the terms of Reciprocal Transport Agreement between the States of Madhya Pradesh and Rajasthan covering the routes mentioned in Clause (2) above, (ii) the vehicles of Rajasthan territory state operators plying on the routes in Rajasthan State only covering portions of the routes mentioned in cl (2) above, and (iii) the vehicles of Madhya Pradesh State territory operators plying on the routes in Madhya Pradesh only, not included in the scheme, shall be allowed to ply as before.

4. No person other than the Madhya Pradesh State Road Transport Corporation 'State Transport Undertaking' will be permitted to provide Road Transport Service (stage Carriage or contract Carriage) on the routes or portions thereof specified in Clause (2) above except as provided in Clause (3) above.'

6. The arguments of the learned counsel for the petitioner is that Clause (3) of scheme No. 73 includes within its purview only the provisions of the reciprocal transport agreement between the State of Madhya Pradesh and Rajasthan Which might have existed on the date when the aforesaid approved scheme came into force and that no provision has been made in Clause (3) thereof for providing exemption in respect of reciprocal agreements which may be subsequently entered into between the two States. Refer-ence in this connection was also made to the two draft schemes published by the Rajasthan State Road Transport Corporation, wherein Clause (4) made provision for the running of the Transport Services of other States under any existing reciprocal agreements or any such agreement to be entered in future.' Learned counsel further submits that only the

existing Rajasthan State nominees, who were actually plying on the date when the aforesaid approved scheme came into force could be allowed to ply on the notified route and the plying of new services on interstatal routes in pursuance of any subsequent interstatal agreement was not envisaged. It is also urged that an approved scheme published under Section 68-D (3) of the Act was law and a notified scheme in respect of an interstatal route was binding on the other state as well. On the other hand, Mr. Maheshwari, appearing on behalf of some of the respondents in writ petitions Nos. 1028 of 1975 and 1233 of 1975, submits that the permits of the said respondents were from the very beginning for the route from Bhilwara to Bhensrodgarh and it was not very material that the said respondents were not able to ply their vehicles earlier between Dhardi and Bhensrodgarh on account of the fact that counter signatures were not granted to them by Madhya Pradesh Transport Authorities because Bhilwara Bhensrodgarh route was not included in the previous reciprocal agreement entered into between the two States of Rajasthan and Madhya Pradesh. Learned counsel submitted that there was no contravention of the approved scheme by the provisions of the new reciprocal agreement and that the plying of the vehicles of the respondents was permissible under Clause (3) of the notified scheme No. 73.

7. I have considered the rival contentions. From a perusal of Clauses (3) and (4) of the approved scheme No. 73 it clearly emerges that the said scheme was not one of total exclusion, inasmuch as under Clause (3) thereof vehicles of the Rajasthan State nominees have been allowed to ply on the interstatal routes mentioned in Clause (2) thereof and on other routes overlapping the routes mentioned in Clause (2). What the notified scheme appears to exclude from its ambit is the plying of vehicles of the Rajasthan State nominees, subject to the condition that they would do so under the terms of a reciprocal transport agreement arrived at between the two States. The reference to 'reciprocal transport agreement' in Clause (3) of the approved scheme does not appear to prohibit a revision or modification of an existing reciprocal transport agreement between the two states. If the meaning which is sought to be assigned to the words 'reciprocal transport agreement' by the learned counsel for the petitioners is given to them, then the result would be that the plying of vehicles on the specified routes would be limited by the provisions of the approved scheme only to the number and extent which was ir

operation on April 8, 1971. Obviously that could not have been the intention of the makers of the aforesaid approved scheme, which no doubt is law, because in a developing country like ours, the provision relating to the plying of services on a particular route is likely to be revised, or modified from time to time, taking into consideration the current needs of the travelling public at such time. It may be -hat the provisions of Clauses (3) and (4) of Scheme No. 73 are not very specific, but it would be proper to assign them the same meaning as has been expressed in corresponding provisions of the schemes of nationalisation of the Rajasthan State. A reciprocal agreement would not only include within its ambit an existing agreement but would also include a revised or modified agreement as well. The word 'plying' occurring in Clause (3) of the aforesaid scheme, with reference to Rajasthan State nominees, emphasises that those transport services of Rajasthan State nominees would only be permitted to ply which were in accordance with the terms of the reciprocal transport agreement arrived at between the two States and in case transport services apart from the terms of the reciprocal transport agreement are intended to be provided, then the scheme prohibits the plying of such services. In my view, a rational interpretation should be placed upon the provisions of Clauses (3) and (4) of the notified scheme No. 73 and it appears to be clearly intended that the aforesaid notified scheme made an exception in respect of the plying of vehicles in accordance with the terms of reciprocal transport agreement between the two States Learned counsel for the petitioners referred to the decision of their Lordships of the Supreme Court in *Ali Ahmed & Sons v. M/s. Ramgopal Satya Narain* AIR 1974 SC 1876. In that case an extension of the permit on a route was allowed in contravention of the provisions of Section 68-F (1-D) of the Act and it was held that such an extension could not be allowed. However, the aforesaid decision has no application to the facts of the present case. The question of grant of any extension did not arise in the cases before me. It is not denied that the permits of the respondents were from the very beginning from Bhilwara to Bhens-rodgarh and the mere fact that in the absence of a provision in then existing reciprocal transport agreement between the States of Rajasthan and Madhya Pradesh, counter signatures were not allowed to the said respondents in respect of their existing permits, for the portions of the route thereof lying within the State of Madhya Pradesh, could not be considered as

equivalent of the grant of a new permit or the grant of an extension of an existing permit.

8. A reference was also made to the decision of this Court in *Kulwant Singh v. R. T. A.*, wherein it was held that the R. T. A. was precluded from granting a permit, temporary or non-temporary, on a route covered by the draft scheme. However, for the reasons already mentioned above, the aforesaid decision has also no bearing on the facts of the present case as the route from Dhardi to Bhensrodgarh was already included in the permits of the concerned respondents.

9. Learned counsel for the petitioners also made a reference to the decision of their Lordships of the Supreme Court in *Mysore State Road Transport Corporation V, Mysore State Transport Appellate Tribunal*, AIR 1974 SC 1940. The argument advanced in that case was that if the overlapping over the notified route was for a short distance, the same should be ignored. This argument was repelled by their Lordships of the Supreme Court and it was observed in the aforesaid case that the integrity of the notified scheme could not be allowed to be affected and overlapping could not be allowed even over a short distance say under five miles nor a condition could be stipulated in the permit that the operators will not pick up or set down any passengers on the overlapped route. That is of course true in respect of a scheme of total exclusion of private operators. However, their Lordships of the Supreme Court were pleased to observe in the aforesaid, case:--

'Whether a particular route granted to a private operator overlaps the notified route or not cannot be ascertained from the notified route. The notified route may merely state the route to be operated by the State Transport Undertaking and the total or partial prohibition on other operators from operating on that route or a portion thereof. Where, however, other operators are permitted to operate on any portion of that route it may also provide the terms and conditions under which they can be permitted.'

AS I have already observe.! above, scheme No. 73 is a scheme of partial exclusion and it does not totally prohibit the plying of vehicles of private operators on the notified route or portions thereof or on overlapping routes covering portions of the notified route. The only condition imposed in Clause (3) is to the effect that

so far as the Rajasthan State nominees are concerned, they would be allowed to ply on the notified routes in terms of the reciprocal transport agreement between the two States. I am, therefore, of the view that the provisions of the revised reciprocal transport agreement dated April 3, 1975 are not in contravention of the notified scheme No. 73 of the Madhya Pradesh State so far as the question of plying of vehicles on the Bhilwara-Bhensrodgarh via Begun, Sing-holi route is concerned.

10. As regards the second contention advanced by the learned counsel for the petitioners, there can be no doubt that an approved scheme is law and a reciprocal agreement cannot override the provisions of the approved scheme. The decision of their Lordships of the Supreme Court in *T.N. Raghunatha Reddy v. Mysore State Transport Authority*, AIR 1971 SC 1662 may be referred to in this connection, wherein it has been observed

'The inter-State agreement is not law and to hold that an inter-State agreement overrides Chapter IV-A would be to completely disregard the provisions of Section 68-B of the Act which provides that 'the provisions of this Chapter and the rules and orders made thereunder shall have effect notwithstanding anything inconsistent therewith contained in Chapter IV of this Act or in any other law for the time being in force or in any instrument having effect by virtue of any such law.' In this connection reference was made to Article 162 and Article 298 of the Constitution. But we were unable to appreciate what relevance these articles have to the point at issue. Assuming that a State has power to enter into agreement with another State in exercise of its executive powers under Article 162, and under Article 298 it can carry on trade or business, we are unable to see that light these facts throw on the question before us.

11. The same view was reiterated by their Lordships of the Supreme court in *S. Abdul Khader Saheb v. Mysore Revenue Appellate Tribunal*, AIR 1973 SC 534 wherein it was observed that the scheme, of Nationalisation approved under Section 68-D would prevail over an Inter-State agreement in respect of an Inter-State route.

12. In *Ch Khazan Singh v. State of U. P.*, AIR 1974 SC 669 it was held by their Lordships of the Supreme Court that the approval by the State Government of a scheme of nationalisation relating to an inter-State route makes the scheme effective so far as the nationalisation of road transport service on a route within its own territory is concerned, if it complies with the other necessary formalities prescribed by law. The necessity of obtaining prior approval of the Central Government arises only when the scheme envisages nationalisation of transport service, not only for that part of the inter-State route which is within the territorial limits of the State Government approving the scheme, but also for the remaining part of the route which is outside the said territorial limits.

13. It has also been submitted that the approved scheme No. 73 of the Madhya Pradesh State has received the approval of the Central Government and as such it has binding force in both the States. That is no doubt true and the provision of any transport service in contravention of the provisions of the aforesaid approved scheme is prohibited. But as I have held above, the aforesaid scheme itself permitted the plying of transport services by the vehicles of the Rajasthan State nominee in accordance with the reciprocal transport agreement arrived at between the two States, which included a modified or revised agreement as well within its ambit.

14. As regards the third submission of the learned counsel, the publication of the two draft schemes by the Rajasthan State Road Transport Corporation did not come in conflict with the reciprocal agreement arrived at between the State of Rajasthan and Madhya Pradesh. The nationalisation scheme relating to Bhilwara-Bundi route was approved by the State Government much after the reciprocal agreement came into force with effect from April 3, 1975. Of course, the implementation of the notified scheme relating to Bhilwara-Bundi route would have the effect of curtailing the route of the permits of the concerned respondents from Bhilwara to Ladpura, but that has nothing to do with the plying of the vehicles of the said respondents between Dhardi and Bhensrodgarh. Mere publication of the proposed or draft schemes of nationalisation under Section 68-C of the Act could not have the effect of prohibiting the States from entering into a reciprocal agreement, because at that stage it was not possible to envisage as to

whether the draft scheme would be finally approved as proposed or would be approved subject to certain modifications or would not be approved at all and further it could not then be visualised as to how much time would be taken in the disposal of the objections or representations made in respect of the proposed schemes, in accordance with the provisions of Section 68-D of the Act and in the approval of such draft schemes. Thus this objection has no substance and must be repelled.

15. As regards the fourth submission of the learned counsel, it may be pointed out that in the draft of the proposed agreement, which was published in the Rajasthan Gazette dated September 12, 1974 it was mentioned that the revised reciprocal agreement between the two States was intended to come into force with effect from April 3, 1975. Thus there was a clear notice of more than six months in the present case, which is allegedly required under the prior agreement dated January 11/12, 1968. The agreement of 1968 inter alia stated that

'This agreement shall be valid till such time as a new agreement between the two States is arrived at or is reviewed or the existing agreement is rescinded after issue of six months notice on either side; provided that the review of the agreement shall ordinarily be undertaken once in a year; provided further that the agreement may be modified at any time by mutual agreement.'

Thus six months prior notice on either side was necessary only for the purpose of rescinding the earlier agreement of 1968, which was arrived at between the States of Rajasthan and Madhya Pradesh. From the aforesaid clause it is absolutely clear that the said agreement could be modified, reviewed or revised by mutual agreement at any time and without any prior notice. Therefore, there was no such requirement of six months prior notice for mere modification or revision of the 1968 agreement and it cannot be argued that the present agreement entered into on April 3, 1975 was not a re-vised or modified agreement. Moreover, six months' notice was required to be given by either party to the said agreement amongst themselves and it was not necessary to give any notice in that respect to the existing or affected operators, including the petitioners. However, as I have already pointed out above, the draft of the proposed agreement was published on

September 12, 1974 and it was notified therein that:--

'The agreement shall come into force with effect from April 3, 1975 as from the date of coming into force of this agreement all previous agreements in the matter of Road Transport between the States of Madhya Pradesh and Rajasthan shall stand superseded.' Thus, in the present case, in any event there was more than six months notice and the reciprocal agreement could not be said to have been invalidated on that ground.

16. As regards the fifth objection, it may be mentioned here that the record relating to the reciprocal agreement entered into by the two States of Rajasthan and Madhya Pradesh was called for and has been placed before this Court, including the original agreement and I have perused the aforesaid record. The original agreement purports to have been signed by Shri Ramsingh, Secretary to the Government of Rajasthan, Home (Transport) Department, for and on behalf of the Governor of Rajasthan and by Shri Harish Chand, Special Secretary to the State of Madhya Pradesh, Home Department, for and on behalf of the Governor of Madhya Pradesh. It appears that after the draft of the proposed agreement was approved by the respective Governments of the two concerned States, Shri Ramsingh acting for and on behalf of the Governor of Rajasthan signed the final agreement and sent two copies thereof to the Madhya Pradesh Government and thereafter the special Secretary to the Government of Madhya Pradesh signed the same for and on behalf of the Governor of Madhya Pradesh and returned one copy thereof duly signed to the Rajasthan Government along with his letter dated April 3, 1975. It was also mentioned in that letter that the agreement shall come into force with effect from April 3, 1975. The reciprocal agreement was published in the Madhya Pradesh Gazette on April 3, 1975 itself although it was published in the Rajasthan Gazette on May 6, 1975. The grievances of the learned counsel for the petitioner is that although the preamble to the agreement has been published in the Madhya Pradesh Gazette dated April 3, 1975 along with the contents of the said reciprocal agreement, but the opening words to the effect that the said agreement was made on April 3, 1975 between the Governor of Rajasthan on the one part and the Governor of Madhya Pradesh on the other part was not published in the Madhya Pradesh Gazette. However, the notification

under which the reciprocal agreement was published in the Madhya Pradesh Gazette dated April 3, 1975 clearly stated that the reciprocal transport agreement entered into between the State Government of Madhya Pradesh and Rajasthan under Section 63 (3-B) of the Act was published thereunder. I do not find that there is any infirmity in the publication of the aforesaid reciprocal agreement in the Madhya Pradesh Gazette.

17. A similar argument was also advanced by the learned counsel in respect of the fact that the last portion of the agreement containing the signatures of the representatives of the two states and the witnesses was not published in the Madhya Pradesh Gazette, although the same was duly published in the Rajasthan Gazette. I have perused the original agreement and it contains the signatures of the representatives of both the States and also of the witnesses, to which I have already referred to above. It has been published in the Rajasthan Gazette dated May 6, 1975 in the same form. However, in the Madhya Pradesh Gazette it has been mentioned that the said agreement was published on behalf of and under the orders of the Governor of Madhya Pradesh and it has been duly authenticated by the Special Secretary to the Government of Madhya Pradesh. Section 63 (3-B) of the Act provides that every agreement arrived at between the States shall, in so far as it relates to the grant of counter-signature of permits, be published in the official Gazette by each of the States concerned. In my opinion, the requirement of the aforesaid provision has been fully complied with in the present case, so far as the publication of the reciprocal agreement in the Rajasthan as well as the Madhya Pradesh Gazette is concerned. So far as the reciprocal agreement itself is concerned, there is no infirmity attached to it. as the original is duly signed by the representatives of the two States in the presence of witnesses. This ground, therefore, is also untenable and is repelled.

18. As regards the sixth submission of the learned counsel that the Transport Commissioner, Rajasthan had no authority to enter into the draft agreement on behalf of the State Government, I have perused the record which has been placed before me by the State Government and find that as early as in January, 1971 steps were being taken for modification or revision of the 1968 reciprocal agreement and a copy of the letter of the State Government dated January 20,

1971 shows that the Director of Transport was duly authorised to enter into or finalise such agreement on behalf of the State of Rajasthan. It further appears that the Home Secretary to the Government of Rajasthan by his order dated July 7, 1974 directed the Transport Commissioner to enter into a revised agreement in view of the amended provisions of the Act. It also appears that after the draft reciprocal agreement was considered at a joint meeting of the Directors of Transport of the two States of Rajasthan and Madhya Pradesh on July 15, 1974 at Jaipur, the Transport Commissioner, Rajasthan sent the minutes of the aforesaid joint meeting for the approval of the State Government. The matter was then considered by the State Government at various levels and after it received the approval of the Chief Minister of the State, the draft agreement was directed to be published in the Rajasthan Gazette for inviting objections from the concerned operators. Thus it appears from record that the Transport Commissioner was duly authorised to enter into a draft agreement on behalf of the State of Rajasthan and that the proposed agreement which he prepared along with the Director of Transport, Madhya Pradesh was also approved by the State Government before its publication, inviting objections in respect thereof. It cannot, therefore, be held that the draft agreement was not prepared in accordance with the provisions of Section 63 (3-A) of the Act.

19. In respect of the last contention advanced by the learned counsel for the petitioners it may be stated that the reciprocal agreement specified in Clause 17 (b) that it has been entered into subject to ratification by the Government of the reciprocating states. When the copies of the final agreement, duly signed in duplicate by the representatives of the two State-Governments, were exchanged with the approval of the concerned State Governments, this conduct on the part of the covenanting State Governments amounted to ratification thereof on their behalf. Moreover, ratification is a matter between the two high contracting parties, namely the State Governments and the petitioners can have no grievance on that score. The letter of the Madhya Pradesh Government dated April 3, 1975 shows that the said State Government ratified the agreement and further that the same was brought into force with effect from that very date. Similarly the letter of the Rajasthan Government forwarding two copies of the final agreement duly signed by Shri Ram Singh, for and on behalf of the State Government fully proved the

ratification on the part of the Rajasthan State Government.

20. I may also refer to two preliminary objections which were raised by Mr. B. L. Maheswari on behalf of the respondents Nos. 3 and 4. In writ petition 1028 of 1975 it was argued that the permit of the petitioner, Mohammed Shafi expired on June 30, 1975 and that the said petitioner obtained a renewal of his permit under the reciprocal agreement which was entered into on April 3, 1975. The contention of the learned counsel was that the permit of the petitioner Mohammed Shafi stood on the same footing as those of the respondents and, therefore, he could not challenge the validity of the reciprocal agreement dated April 3, 1975, as he obtained benefit under the said agreement by obtaining counter signatures under it, in respect of his own permit. This position is not contested, although learned counsel for the petitioners contended that the permit of the petitioner Mohammed Shafi was an old one. However, it cannot be denied that he obtained counter-signatures in pursuance of the reciprocal agreement dated April 3, 1975 and it does not lie with him to question the validity of the aforesaid reciprocal agreement under which he has himself obtained an advantage.

21. Another submission made by Mr. Maheshwari was that the cause of action arose in the State of Madhya Pradesh and this court has no jurisdiction to consider the question of the validity of the reciprocal agreement. I am unable to agree with this contention inasmuch as it cannot be denied that the part of the cause of action arose within the State of Rajasthan because the reciprocal agreement has been entered into between the two States in respect of plying of vehicles on inter-State routes, which undoubtedly lie partly in the State of Rajasthan as well,

22. In the writ petition of M/s. Bapulal Keshrimal (Civil Writ Petn. No. 1081 of 1975) no other point was argued by the learned counsel, besides those which have already been dealt with above. In writ petitions Nos. 1041 and 1233 of 1975 also learned counsel had nothing more to argue.

23. In writ petition No. 1077 of 1975 another argument advanced by learned counsel for the petitioner was that the permit of respondent No. 3 Sardarmal Dasot was for the route Bhil-wara-Bhensrodgarh via Barundi, Singoli Bichun, Begun, and Dhardi and that the said route was not included in the reciprocal agreement. It was

argued on this basis that the permit of the said respondent could not have been counter-signed. In support of the aforesaid submission a copy of the permit of the respondent No. 3 has been produced on record as An-nexure P/3, which mentions the route of the said Permit as 'Bhilwara-Besun via Badiyas extended upto Bhensrodgarh via Singoli.' In the order of counter-signatures granted by the Madhya Pradesh Authority vide Ex. P/11, the route has been mentioned as 'Bhilwara-Bhensrodgarh via Mandalgarh, Dhardi, Singoli.' The reciprocal agreement of April 3, 1975 specifies item No. 91 as 'Bhilwara-Bhensrodgarh via Mandalgarh, Dhardi, Singoli.' From the permit of respondent No. 3 it is not clear as to whether it relates to a different route than that which is specified at item No. 91 in the reciprocal agreement. Learned counsel for the petitioner has produced a copy of a letter, which purports to have been addressed by the Secretary, Regional Transport Authority, Udaipur to the Secretary, State Transport Authority, Gwalior dated June 21, 1975, wherein it has been stated that the route of the permit of respondent No. 3 Sardarmal Dasot did not come within the new reciprocity agreement arrived at between the two States. The matter has not so far been decided by the State Transport Authority of Madhya Pradesh. In the absence of relevant material in this respect and more so as the matter is still pending for decision before the State Transport Authority, Madhya Pradesh, it would not be proper for this court to express any opinion about it at this stage.

24. In view of the aforesaid discussion, all these writ petitions fail and are hereby dismissed. The parties, are however, left to bear their own costs.