Before Hemant Gupta & Fateh Deep Singh, JJ

BARKAT MASIH —*Petitioner*

versus

UNION OF INDIA AND OTHERS —*Respondents*

CWP No. 17792 of 2013

May 23, 2014

Army Act, 1950 — S.9 — Pension Regulations for the Army, 1961 — Reg. 173 —Entitlement Rules for Casualty Pensionary Awards, 1982 — Rls. 12 & 13 — Disability pension — Petitioner military personnel was on casual leave —When he was riding a scooter, an army truck coming from backside struck him — Accident caused in Cantonment Area — Petitioner received multiple injuries leading to permanent disability of 20 per cent for a period of two years — Claim of petitioner for disability pension was rejected by Principal Controller of Defence Accounts (Pension) as well as Tribunal on ground that injury was not attributable or aggravated by service — In writ petition, petitioner argued that all injuries suffered during leave would be attributable to army service if same injury could be suffered while on duty —Held, that a person subject to Army Act will be deemed to be in active service even when he is on casual leave — If an accident takes place to a person riding a cycle or a motorcycle when he is performing an act which is not inconsistent with an act of a military personnel, then a disability that arose from such an act, will always be only a disability attributable to military service — Accordingly, injuries suffered by petitioner when on casual leave would entitle petitioner for a disability pension as injury would be deemed to have been attributed to military service.

Held, that in *Balbir Singh v. State of Punjab* [1995] 1 SCC 90, the argument was raised that an accused of an offence under sections 302 and 34 IPC could not be tried by the Criminal Court as Nachhatar Singh, one of the accused, was in active service of the Air Force. The Court considered a notification published on 5-12-1962 by the Government of India that all persons subject to Army Act shall wherever they may be serving be deemed to be on active service within the meaning of the said Act and for the purpose of said Act and of any law for the time being in force. Considering the said notification and the provisions of the Act; rules 9 and 10 of the Rules, the Court held that casual leave accounts for duty except as provided for in Rule 10A.

Therefore, a person subject to the Act would be deemed to be on active service even when he is on casual leave.

(Para 11)

Further held, that considering the said Rule, the Court held that when an Army personnel is on casual leave, same is counted as duty unless he comes under any one of the exception under Rule 11(a) of the 'LEAVE RULES FOR THE SERVICES, VOLUME - I (ARMY)'

(Para 13)

Further held, that the question in *Madan Singh Shekhawat's case (supra)* was of a Armed Forces Personnel travelling to his home at his own expense when on leave. Rule 48 of the Defence Service Regulations contemplated that he would be considered to be on duty when proceeding to his leave station or returning to his duty from his leave station at public expense. The Court found that a beneficial provision has to be liberally interpreted so as to give a wider meaning rather than a restrictive meaning which would negate the very object of the Rule.

(Para 14)

Further held, that a Full Bench of this Court in *Union of India v. Khushbash Singh* 2010 (3) SLR 103 has held that it needs to be examined whether the accident would have been occurred when the Army personnel has been in military service, it will be deemed to be accident suffered on duty.

(Para 16)

Further held, that the injuries suffered by the petitioner when on casual leave entitles the petitioner for a disability pension as the injury would be deemed to have been attributed to military service.

(Para 20)

Navdeep Singh, Advocate and
S.N. Sharma, Advocate, *for the petitioner*.

S.S. Sandhu, Advocate, Senior Standing Counsel
for respondents.

HEMANT GUPTA, J.

(1) The challenge in the present writ petition is to an order passed by Armed Forces Tribunal, Chandigarh Regional Bench at Chandimandir (for short 'the Tribunal') on 31.07.2012 whereby the

claim of the petitioner for grant of disability pension for the injuries suffered by him while on casual leave remained unsuccessful.

(2) The petitioner was on casual leave on 21.08.1993 and was riding a scooter when an Army Truck coming from the backside of the petitioner struck him and caused accident in the Cantonment Area in Chandimandir. The petitioner received multiple injuries (recurrent dislocation right shoulder) leading to permanent disablement assessed by the medical board as 20% for a period of two years. It was also opined that the injury is not attributable or aggravated by the service. The claim of the petitioner for disability pension was rejected by Principal Controller of Defence Accounts (Pension) [for short 'PCDA'] on 02.09.1994. The representation of the petitioner claiming disability pension remained unsuccessful. Thereafter, the Petitioner invoked the jurisdiction of the Tribunal. The Tribunal relied upon judgment of Hon'ble Supreme Court in Civil Appeal No.1988 of 2011 titled as ***Jagtar Singh*** *versus* ***Union of India and others*** decided on 13.03.2012 and Civil Appeal No.3686 of 2012 titled as ***'Union of India*** *versus* ***Talwinder Singh'***, decided on 20.04.2012 finding that the judgment in ***Madan Singh Shekhawat*** *versus* ***Union of India***[1] is entirely different and consequently declined the claim of the petitioner for disability pension.

(3) Learned counsel for the petitioner before this Court has vehemently argued that Entitlement Rules for Casualty Pensionary Awards, 1982 issued on 22.11.1983 as amended on 21.08.1984 explains the duty period and also the injuries suffered on duty period. Relevant clause reads as under:-

> "12. A person subject to the disciplinary code of the Armed Forces is on "duty"
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> (a) When performing an official task or a task, failure to do which would constitute an offence, triable under the disciplinary code applicable to him.
>
> (b) xx xx xx
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> (c)An accident which occurs when a man is not strictly 'on duty' as defined may also be attributable to service, provided that it involved risk which was definitely enhanced in kind or degree by the nature, conditions, obligations or incidents of his service and that the same was not a risk common to human existence in modern

[1] AIR 1999 SC 3376

conditions in India. Thus for instance, where a person is killed or injured by another party by reason of belonging to the Armed Forces, he shall be deemed 'on duty' at the relevant time. This benefit will be given more liberally to the claimant in cases occurring on active service as defined in the Army/Navy/Air Force Act.

Injuries

13.In respect of accident or injuries, the following rules shall be observed:-

(a) Injuries sustained when the man is "on duty" as defined, shall be deemed to have resulted from military service, but is cases of injuries due to serious negligence/ misconduct the question of reducing the disability pension will be considered.

(b) In case of self-inflicted injuries whilst on duty, attributability shall not be conceded unless it is established that service factors were responsible for such action, in cases where attributability is conceded, the question of grant of disability pension at full or at reduced rate will be considered."

(4) The particular reliance of learned counsel for the petitioner is on Clause (f) which deals with an accident which occurs when a man is not strictly 'on duty' but it can still be attributed to service provided it involved risk relating to existence of his service. Referring to Clause (a) of Rule 13, it is argued that all injuries suffered by the Armed Forces Personnel which are during the course of leave would be attributable to army service if the same injury could be suffered while on duty. Thus the Petitioner is entitled to disability pension. It is submitted that only injuries which are due to negligence or misconduct, the disability pension may not be admissible. The Petitioner also relies upon the notification issued by the Central Government on 29.11.1962 under Section 9 of the Act. The Section 9 of the Army Act, 1950 and the notification reads as under:-

"9. **Power to declare persons to be on active service**. Notwithstanding anything contained in clause (i) of section 3, the Central Government may, by notification, declare that any person or class of persons subject to this Act shall, with reference to any area in which they may be serving or with reference to any provision of this Act or of any other law for the time being in

force, be deemed to be on active service within the meaning of this Act."

"Notification dated 29.11.1962

S.R.O. 6.E – New Delhi, the 28th November 1962

In exercise of the powers conferred by section 9 of the Army Act, 1950 (46 of 1950), the Central Government hereby declares that all persons subject to that Act, who are not on active service under clause (I) of section 3 thereof, shall, wherever they may be serving, be deemed to be on active service within the meaning of that Act for the purposes of the said Act and of any other law for the time being in force."

(5) Learned counsel for the petitioner placed reliance upon ***Madan Singh Shekhawat's case*** (*supra);* Civil Appeal Nos.377-378 of 2013 titled as ***Nand Kishore Mishra*** *versus* ***Union of India and others***, decided on 08.01.2013; Full Bench of this Court in ***Union of India and others*** *versus* ***Khushbash Singh***[2]***,*** and a recent Division Bench judgment of this court in LPA No.1296 of 2009 titled as ***'Akhtari Khatun*** *versus* ***The Union of India and others'***, decided on 21.04.2014 to support his arguments that injuries suffered by the armed forces personnel during leave entitles them of disability pension.

(6) On the other hand, Mr. Sandhu, learned counsel for the respondents, relies upon Regulation 173 of the Pension Regulations for the Army, 1961 (for short 'the Regulations) which contemplates that a disability pension may be granted to an individual who is invalidated from service on account of the disability which is attributable or aggravated by military service and assessed at 20% or over. It is contended that unless, the disability is attributable or aggravated by military service, the Armed Forces Personnel is not entitled to disability pension. It is argued that the military service is not defined but in terms of Section 3(i) of The Army Act, 1950 (for short 'the Act'), the expression 'active service' is defined to mean if a person is attached to, or forms part of, a force which is engaged in operations against an enemy, or is engaged in military operations, or is on the line of march to, a country or place wholly or partly occupied by an enemy, or is attached to or forms part of a force which is in military occupation of a foreign country. It is thus contended that personnel on leave are not in

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[2] 2010 (3) SLR 103

active service and thus not entitled to disability pension for the injuries suffered during leave. The relevant Regulation 173 of the Regulations read as under:-

Pension Regulations for the Army, 1961

"173. Unless otherwise specifically provided a disability pension consisting of service element and disability element may be granted to an individual who is invalided out of service on account of a disability which is attributable to or aggravated by military service in non-battle casualty and is assessed 20 per cent or over.

The question whether a disability is attributable to or aggravated by military service shall be determined under the rule in Appendix II.

(7) The reliance is also placed upon ***Talwinder Singh's case*** *(supra);* Full Bench of Delhi High Court in Writ Petition (C) No.6959 of 2004 titled as '***Ex. NK Dilbag*** *versus* ***Union of India and others***', decided on 22.08.2008; Hon'ble Supreme Court judgment in ***Sukhwant Singh*** *versus* ***Union of India***[3] and ***Union of India and others*** *versus* ***Jujhar Singh***[4]**.**

(8) We have heard learned counsel for the parties and find merit in the claim of the petitioner. The members of the Armed Forces are entitled to annual leave of 60 days whereas the officers are entitled to casual leave for 20 days whereas Junior Commissioned Officers (JCOs) and the officers of the other rank are entitled to casual leave for 30 days. We find that grant of such leave has dual purpose. Firstly, to give time to the personnel of the Armed Forces to attend to their domestic chores which in their absence while on active service, family members may not be in position to handle. The second is that after arduous nature of duties, some time is required to rejuvenate the Armed Forces Personnel while they are in touch with the civil society. It prepares them for further active duty. In the absence of leave which is necessary for maintaining mental equilibrium, the grant of leave is necessary for discharge of their duties in an efficient manner. With these dual objective in mind, leave is granted to all Armed Forces Personnel be it the officers or the other ranks. The grant of leave is a necessity to keep the personnel of the Armed Forces in good mental shape. The personnel of the Armed Forces are entitled to periodical breaks to

[3] (2012) 12 SCC 228
[4] (2011) 7 SCC 735

provide mental stimulus, and psychological upliftment. Therefore, without grant of leave, one cannot imagine that somebody can discharge duties continuously 24 x 7 x 365 days of a year.

(9) In fact the leave is basic human right even recognized by the United Nations "Universal Declaration of Human Rights 1948" to which India is signatory. Article 24 of such declaration is that *"Everyone has the right to rest and leisure, including reasonable limitation of working hours and periodic holidays with pay"*. In ***CESC Ltd.*** *versus* ***Subhash Chandra Bose***[5]**,** the Supreme Court examined international covenants and held that the health and strength of a worker is an integral facet of right to life. Though the said case pertains to workers in an industrial establishment and that the applicability of the fundamental rights to the Armed Forces can be restricted in terms of Article 33 of the Constitution but we find that the personnel of the Armed Forces are entitled to rest and leisure as a basic human right. The Court in the aforesaid case observed as under:-

> **"30.** Article 25(2) of Universal Declaration of Human Rights, 1948 assures that everyone has the right to a standard of living adequate for the health and well being of himself and of his family … including medical care, sickness, disability …. Article 7(*b*) of the International Convention on Economic, Social and Cultural Rights, 1966 recognises the right of everyone to the enjoyment of just and favourable conditions of work which ensure, in particular, safe and healthy working conditions. Article 39(*e*) of the Constitution enjoins the State to direct its policies to secure the health and strength of workers. The right to social justice is a fundamental right. Right to livelihood springs from the right to life guaranteed under Article
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> 21.The health and strength of a worker is an integral facet of right to life. The aim of fundamental rights is to create an egalitarian society to free all citizens from coercion or restrictions by society and to make liberty available for all. Right to human dignity, development of personality, social protection, right to rest and leisure as fundamental human rights to common man mean nothing more than the status without means. To the tillers of the soil, wage earners, labourers, wood cutters, rickshaw pullers, scavengers and hut dwellers, the civil and political rights are 'mere cosmetic' rights. Socio-economic

[5] (1992) 1 SCC 441

> and cultural rights are their means and relevant to them to realise the basic aspirations of meaningful right to life. The Universal Declaration of Human Rights, International Convention on Economic, Social and Cultural Rights recognise their needs which include right to food, clothing, housing, education, right to work, leisure, fair wages, decent working conditions, social security, right to physical or mental health, protection of their families as integral part of the right to life. Our Constitution in the Preamble and Part IV reinforces them compendiously as socio-economic justice, a bedrock to an egalitarian social order. The right to social and economic justice is thus a fundamental right."

(10) It is also not disputed that during leave, the personnel of Armed Forces are liable to maintain discipline and are governed by the provisions of the Army Act, 1950 or the Rules framed there under and in a case of any misconduct, liable to be proceeded against. If the personnel of the Armed Forces are entitled to discipline and control of the Army Act 1950, the corresponding duty of the Armed Forces is to take care of their personnel when on leave. It is necessary commitment of the Army.

(11) With this background, we proceed to examine the judgments on the subject. In ***Balbir Singh and another*** *versus* ***State of Punjab***[6]**,** the argument was raised that an accused of an offence under Section 302 and 34 IPC could not be tried by the Criminal Court as Nachhatar Singh, one of the accused, was in active service of the Air Force. The Court considered a notification published on 05.12.1962 by the Government of India that all persons subject to Army Act shall wherever they may be serving be deemed to be on active service within the meaning of the said Act and for the purpose of said Act and of any law for the time being in force. Considering the said notification and the provisions of the Act; Rule 9 and 10 of the Rules, the Court held that casual leave accounts for duty except as provided for in Rule 10-A. Therefore, a person subject to the Act would be deemed to be on active service even when he is on casual leave. The Court observed as under:-

> "13. Thus, the effect of the notification is that whether or not a person is covered by the definition of "active service" as spelt out in Section 4(i) of the Act they still would be deemed to be so wherever they may be 'serving'. Can a person governed by the Act

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[6] (1995) 1 SCC 90

be deemed to be "on active service" while on casual leave? The answer to the question can only be found by a reference to the leave rules governing the armed forces read with the provisions of the Act.

14.The Central Government has framed certain rules regarding the conditions of leave of the persons subject to Army Act and it would be profitable to refer to some of the relevant rules dealing with "casual leave". Relevant portion of Rule 9 of the Rules of the service provides as follows:

"9. Casual leave counts as duty except as provided for in Rule 10(a)."

Rule 9 of the Rules (*supra*) thus specifically states that casual leave counts as duty except as provided for in Rule 10(a). It therefore follows that a person subject to the Act would be deemed to be "on active service" even when he is on *casual leave*. Learned counsel for the parties, in view of this legal position, did not dispute that the appellant, though on casual leave, would be deemed to be on "active service" in view of the notification dated 5-12-1962 (*supra*)."

(12) In Madan Singh Shekhawat's case *(supra)*, the Hon'ble Supreme Court examined Rule 10 of Defence Service Regulations which is identically worded as Rule 9 reproduced in Balbir Singh's case *(supra):-*

"5. There is no dispute that at the time of the accident, the appellant was travelling to his home town which is termed as "leave station" under the rules on casual leave granted to him by the competent authority.

6. The grant of disability pension is governed by the various rules found in the Defence Services Regulation.

7. Rule 10 of the said rules reads thus:

"10. Casual leave counts as duty except as provided for in Rule 11(*a*)."

8. As per this rule when an army personnel is on casual leave, the same is counted as duty unless he comes under any one of the exceptions under Rule 11(*a*) of the rules. It is not the case of the respondents that the appellant comes under any such exceptions.

Therefore, as per Rule 10(*a*), the appellant was on duty at the time of the accident.

9. Rule 48 of the said regulation contemplates admissibility of disability pension. It has enumerated various cases under which an army personnel is entitled to the grant of disability pension.

10. Rule 48 reads thus:

> "48. *Disability pension when admissible*.—An officer who is retired from military service on account of a disability which is attributable to or aggravated by such service and is assessed at 20 per cent or over may, on retirement, be awarded a disability pension consisting of a service element and a disability element in accordance with the regulations in this section;"

11. In respect of accidents the following rules will be observed:

"(*a*)-(*b*) * * *

(*c*) A person is also deemed to be 'on duty' during the period of participation in recreation, organised or permitted by service authorities and of travelling in a body or singly under organised arrangements. *A person is also considered to be 'on duty' when proceeding to his leave station or returning to duty from his leave station at public expense*." (emphasis supplied)

12.This rule is a deeming provision which provides for situations under which a person on duty, if he suffers disability, is entitled to the grant of disability pension. The last part of this sub-rule provides that a person incurring disability when proceeding to his leave station or returning to duty from his leave station at public expense is also entitled to the grant of disability pension.

13.The controversy in this case is whether the qualification "at public expense" found in this rule is so mandatory as to deprive an army personnel who is travelling to his leave station or vice versa "on duty", but at his own expense, of the benefit of disability pension if the need arises."

(13) Considering the said Rule, the Court held that when an Army personnel is on casual leave, same is counted as duty unless he comes under any one of the exception under Rule 11(a) of the *"LEAVE*

RULES FOR THE SERVICES, VOLUME-I (ARMY). The relevant extract of the Rules is reproduced as under:-

"**Casual Leave**

10. Casual leave counts as duty except as provided for in Rule 11 (a). It cannot be utilized to supplement any other form of leave or absence, except as provided for in clause (A) of Rule 72 for personnel participating in sporting events and tournaments

Casual leave due in a year can only be taken within that year. If, however, an individual is granted casual leave at the end of the year extending to the next year, the period failing in the latter year will be debited against the casual leave entitlement of that year.

Annual Leave

11. (a) Annual leave is not admissible in any year unless an individual has actually performed duty in that year. For purposes of this rule, an individual on casual leave shall not be deemed to have actually performed duty during such leave. The period spent by an individual on the 'Sick List Concession', shall however, be treated as actual performance of duty.

(b) Annual leave, for the year may at the discretion of the sanctioning authority, be extended to the next calendar year without prejudice to the annual leave authorized for the year in which the extended leave expires, but further annual leave will not be admissible until the individual again performs duty.

(c) Annual leave may be taken in installments within the same year.

(d) The annual leave year is the calendar year, *viz* 1st January to 31st December"

(14) The question in *Madan Singh Shekhawat's case (supra)* was of a Armed Forces Personnel traveling to his home at his own expense when on leave. Rule 48 of the Defence Service Regulations contemplated that he would be considered to be on duty when proceeding to his leave station or returning to his duty from his leave station at public expense. The Court found that a beneficial provision has to be liberally interpreted so as to give a wider meaning rather than

a restrictive meaning which would negate the very object of the Rule. The Court held to the following effect:-

> "15. Applying the above rule, we are of the opinion that the rule makers did not intend to deprive the army personnel of the benefit of the disability pension solely on the ground that the cost of journey was not borne by the public exchequer. If the journey was authorised, it can make no difference whether the fare for the same came from the public exchequer or the army personnel himself.
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> 16. We, therefore, construe the words "at public expense" used in the relevant part of the rule to mean travel which is undertaken authorisedly. Even an army personnel entitled to casual leave may not be entitled to leave his station of posting without permission. Generally, when authorised to avail the leave for leaving the station of posting, an army personnel uses what is known as "travel warrant" which is issued at public expense, same will not be issued if person concerned is travelling unauthorisedly. In this context, we are of the opinion, the words, namely, "at public expense" are used rather loosely for the purpose of connoting the necessity of proceeding or returning from such journey authorisedly. Meaning thereby if such journey is undertaken even on casual leave but without authorisation to leave the place of posting, the person concerned will not be entitled to the benefit of the disability pension since his act of undertaking the journey would be unauthorised."

(15) Recently in ***Nand Kishore Mishra's case (supra),*** the appellant received injury when he was coming to join his duty. It was asserted that injury was not due to any neglect or misconduct on his part. Considering the judgment of the Hon'ble Supreme Court in ***Balbir Singh's case (supra)*** and the notification dated 29.11.1962, it was held that authorities are directed to consider the case of the appellant under Medical Category SHAPE-II and to grant him the Commission in terms of the aforesaid notification.

(16) A Full Bench of this Court in ***Khushbash Singh's case (supra)*** has held that it needs to be examined whether the accident would have been occurred when the Army personnel has been in military service, it will be deemed to be accident suffered on duty. The relevant extract reads as under:-

"14. The focus of attention in cases of disability arising out of accidents weans us away from medical opinions only to see whether the activity is prohibited or incompatible to military service. It has to be only seen whether the accident would have been occurred when an Army Personnel had been in Military Service. A travel from a hospital towards home by motor-cycle or cycle or even as a pedestrian could well be consistent with the conduct of a Army Personnel undertaking such an activity even if he had been at the duty station. The fact that a person had been away from the duty station on casual leave or annual leave would not, therefore, make any difference so long as the activity could not be seem to be an *unmilitary* activity, if we may use such an expression. We have already seen in the Leave Rules 10 and 11 regarding casual leave and annual leave, both of which situations will have to be taken only as on duty. If only the casual leave or the annual leave has continued at a time, when in that year, the Army Personnel had not been on duty at all, such a leave could not be treated as on duty. Any other leave could not take away the character of a person as on duty. If, therefore, an accident takes place by a person riding a cycle or a motor-cycle when he was performing an act which was not inconsistent with an act of a Military Personnel, then a disability that arises from such an act, would always be only a disability attributable to Military Service……."

(17) On the other hand in ***Jujhar Singh's case (supra); Sukhwant Singh's case (supra)*** and ***Talwinder Singh's case (supra),*** the judgment in ***Balbir Singh's case (supra) and Madan Singh Shekhawat's case (supra)*** were not brought to the notice of the Court wherein the notification dated 29.11.1962 similar to the notification dated 05.12.1962 extending the duty period of the personnel of the Armed Forces were considered.

(18) Similar is the situation in the case of Full Bench of Delhi High Court in ***Dilbag's case (supra)*** wherein the judgment in ***Madan Singh Shekhawat's case (supra)*** was referred to but not that of ***Balbir Singh's case (supra)*** nor the notification dated /29.11.196205.12.1962 were not brought to the notice of the Bench.

(19) Even otherwise, in view of the Larger Bench judgment of this Court in ***Khushbash Singh's case (supra),*** we find that reliance of learned counsel for the respondent on the Full Bench of Delhi High Court in Dilbag's case *(supra)* does not merit acceptance. Recently in

Akhtari Khatun's case (supra), the appellant was claiming special family pension for the reason that her husband died because of injury attributable or aggravated by military service.

(20) In view of the judgment of Hon'ble Supreme Court in Madan Singh Shekhawat's case *(supra),* Balbir Singh's case *(supra)* and that of Full Bench judgment of this court in Khushbhash Singh's case *(supra),* we find that the injuries suffered by the petitioner when on casual leave entitles the petitioner for a disability pension as the injury would be deemed to have been attributed to military service. Consequently, the writ petition is allowed.

(21) The petitioner shall be entitled to arrears for a period of 3 years prior to filing of original application before the Tribunal in terms of earlier judgment in CWP No.7277 of 2013 titled as ***'Umed Singh*** *versus* ***Union of India and others'***, decided on 14.05.2014.

(22) The order passed by the Tribunal is set aside while allowing the writ petition, the respondents are directed to pay arrears of pension within three months from today.

V. Suri

Before K. Kannan,J

M/S PAL FILLING STATION — *Petitioner*

versus

UNION OF INDIA AND OTHERS — *Respondents*

CWP No.5334 of 2014

December 4, 2014

Constitution of India, 1950 — Art. 226 — Marketing Discipline Guidelines — Para 5.1.2 and 8.2 – Petitioner's grievance is that guidelines are vague and do not admit of proper examination of a complaint where there is alleged short delivery of products and where a "sealing wire" is broken — On same day 2 reports prepared during inspection — First report recorded that there were no error noticed — Inspector returned again and noticed that seals affixed on the inner part of totaliser are broken- the Sales Officer prepared second report that totaliser seal on the MS unit had been found broken — Impugned Clauses not liable to be struck down but cancellation made was erroneous — Impugned order quashed — Petition allowed.