Serial No. 01
Supplementary List

HIGH COURT OF MEGHALAYA
AT SHILLONG

WP(C) No. 154 of 2025

Date of Decision: 05.08.2025

Meghalaya Golf Promoters Society,
A Society registered under the Meghalaya
Societies Registration Act, XII of 1983
Having its registered office at Thana Road,
Shillong-793001, Meghalaya and being represented by its President,
Shri Daniel S. Jyrwa,
S/o B. Surong,
R/o Mawlai Nongkwar, Shillong,
East Khasi Hills District, Meghalaya **… Petitioner(s)**

- **Versus –**

1. Union of India represented by the Secretary
   Ministry of Youth Affairs and Sports, Government of India.

2. The Indian Golf Union represented by the President
   [Faction elected in election results (under challenge)
   Dated 11.12.2024], Located at 14, Anand Lok, 2nd Floor,
   August Kranti Marg, New Delhi-110049
   With Registered Office situated at Sukh Sagar,
   2nd Floor, 2/5 Sarat Bose Road, Kolkata,
   West Bengal-700 020.

3. The Director General,
   Indian Golf Union,
   14, Anand Lok, 2nd Floor, August Kranti Marg,
   New Delhi-110 049.

4. Shillong Golfers Association represented by its Secretary,
   C/o Shillong Club Ltd., M.G. Road, Shillong-793001,
   Meghalaya. **…. Respondent(s)**

Coram:

Hon'ble Mr. Justice H. S. Thangkhiew, Judge

Appearance:

For the Petitioner(s) : Mr. K. Paul, Sr. Adv. With
Ms. K. Decruse, Adv.
Ms. S. Khatun, Adv.

For the Respondent(s) : Dr. N. Mozika, DSGI with
Ms. M. Myrchiang, Adv. (For R 1)
Mr. H.L. Shangreiso, Sr. Adv. with
Ms. M. Hajong, Adv.
Mr. H.R. Phalpher, Adv. (For R 2&3)
Mr. Philemon Nongbri, Adv. (For R 4)

i)	Whether approved for reporting in Law journals etc.:	Yes/No
ii)	Whether approved for publication in press:	Yes/No

JUDGMENT AND ORDER

1. The petitioner by way of the instant writ petition has put a challenge to a letter dated 28.04.2025 issued by the respondent No. 2 namely; the Indian Golf Union, whereby the affiliation accorded to the petitioner society has been withdrawn. The ground for seeking invocation of Article 226 is that firstly, the respondent Golf Union despite being an autonomous body, discharges public functions and is

thus amenable to writ jurisdiction and secondly, the action in withdrawing the affiliation is arbitrary and in violation of the principles of natural justice.

2. When this matter had come up for consideration, the respondents Nos. 2 & 3, had raised the question of maintainability of the writ petition on the ground as the respondents are private registered societies registered under the Societies Act, the State/Government does not have pervasive financial control, nor is any fiscal support provided for the day-to-day functioning, and that only recognition is afforded to the Union by the Government. In brief, the further grounds raised are that the Golf Union does not come within the definition of 'State' or 'other authority', and that it does not perform any 'public function'.

3. On these grounds being raised, this Court therefore first took up the issue of maintainability on four basic considerations: -

i) Whether the Indian Golf Union is a public authority and performs public functions and is thus amenable to writ jurisdiction of this Court

ii) Whether the impugned withdrawal of affiliation is a public function of the Golf Union

iii) Whether there exists any arbitrable dispute and

iv) Whether the impugned letter of dis-affiliation is arbitrary, illegal and is in violation of the principles of natural justice.

4. Mr. K. Paul, learned Senior counsel assisted by Ms. K. Decruse, learned counsel for the petitioner submits that the Indian Golf Union (IGU) is the Governing Body for golf in India and recognized as a National Sport Federation by the Ministry of Youth Affairs and Sports, and performs State like functions in the absence of a legislative regime in the field of golf. As such, he submits IGU, being the highest in the hierarchy in the golf administration, is expected to act in fairness and in compliance with the NSCI Code, 2011 (Sports Code), wherein as per notification dated 30.03.2010, the Ministry has declared National Sports Federations as public authorities under Section 2(h) of the RTI Act as they are performing State functions and are substantially financed by the Government. The learned Senior counsel submits that the IGU's recognition as a National Sports Federation is conditional upon compliance with the NSCI Code, 2011 and vide Rule 56 of Rules and Regulations, the IGU has committed itself to abide by Ministry's guidelines. The IGU it is contended, is a public authority as it discharges

public functions like National Team Selection and representation of India in National and International Golf tournaments.

5. The dis-affiliation by the IGU it is submitted, was without any notice, or reasons provided, nor was any access provided to the petitioner society to the materials relied upon in arriving at such a decision, which has resulted in the violation of the principles of natural justice. Affiliation or dis-affiliation it is contended, impacts the governance and regulation of the sport, especially with regard to access to State and National Sports participation, as it is the IGU and State Golf Associations that regulate access to tournaments resources etc. and this is a public function for all practical purposes.

6. It has been further argued that the action of dis-affiliation is a regulatory and public function and not contractual, therefore though Rule 66 of the Memorandum of Association of the Indian Golf Union provides for un-resolved disputes be settled by an Arbitration Commission of the Indian Olympic Association, wherein all affiliated members of the IGU shall voluntarily surrender their rights of seeking redress in any court of law, the same will not be applicable in the instant

case. This argument is sought to be substantiated by the submission that Rule 66, applies only to un-resolved disputes within an existing membership framework, and the petitioner being already dis-affiliated, there is no live or subsisting dispute for the same to be arbitrable. It is further contended that a dispute essentially arises when there is a claim and denial, whereas, the same does not exist in the present case as the IGU, unilaterally carried out the dis-affiliation and the petitioner was completely shunted out, without an opportunity to repudiate the same. As such, the learned Senior counsel submits the action of the IGU in dis-affiliating the petitioner society, apart from being totally arbitrary and illegal, the same being an exercise of the public functions of the IGU, interference is called for by this Court in exercise of writ jurisdiction. In support of his arguments, the learned counsel has relied on the following judgments: -

i) ***Andi Mukta Sadguru Shree Muktajee Vandas Swami Suvarna Jayanti Mahotsav Smarak Trust & Ors. vs. V.R Rudani & Ors. (1989) 2 SCC 691 (17-21)***

ii) ***Zee Telefilms Ltd. & Anr. vs. Union of India & Ors. (2005) 4 SCC 649 (31-33)***

iii) ***Board of Control for Cricket in India vs. Cricket Association of Bihar & Ors. (2015) 3 SCC 251 (33)***

iv) ***Binny Ltd., & Anr. vs. V. Sadavisan & Ors. (2005) 6 SCC 567 (11, 19)***

v) ***Thalappalam Service Coopeative Bank Ltd., & Ors. vs. State of Kerala & Ors. (2013) 6 SCC 8 (35-38)***

vi) ***Indian Olympic Association vs. Veeresh Malik & Ors. ILR (2010) IV Delhi 1 (63-65)***

vii) ***Inder Singh Rekhi vs. Delhi Development Authority (1988) 2 SCC 338 (4)***

viii) ***B and TAG vs. Ministry of Defence (2024) 5 SCC 358 (36-38)***

ix) ***Manipur Fencing Association vs. Fencing Association of India 2021 SCC OnLine Mani 126 : (2021) 5 GLT 132 (26, 29,34,37)***

x) ***Hanbanslal Sahnia & Ors. vs. Indian Oil Corporation & Ors. (2003) 2 SCC 107 (7)***

7. Mr. H.L. Shangreiso, learned Senior counsel assisted by Ms. M. Hajong, learned counsel on behalf of the respondents Nos. 2 & 3, has submitted that the IGU is a registered society having its own bye laws and has as its members, State Golf Associations (SGAs) who are affiliated to it and that any member of the IGU thereof, is in a contractual relationship with the IGU with its byelaws being the contract. The grant of affiliation and dis-affiliation of a member, it is contended, is purely

an internal issue of the IGU with its affiliate SGA's and is purely contractual, and that in the instant case the petitioner's society stood dis-affiliated upon investigation and the report by the Governing Council of the IGU dated 26.04.2025.

8. The IGU, the learned senior counsel submits, is recognized by the International Federation of Golf (IGF), Indian Olympic Association (IOA) and by the Ministry of Youth Affairs and Sports (MYAS) as a matter of policy under the NSCI, 2011, and therefore the mere applicability of the RTI Act, cannot automatically convert all the actions of the IGU into public functions. It is further submitted that the public functions discharged by the IGU are selection of players, sending of players for participation in the Olympics or other international events, training of golfers etc., but however, IGU is not a State within the definition of Article 12, since there is no pervasive financial, functional or administrative control over the IGU by the Government. It is submitted that the cases relied upon by the petitioner to make the action of the respondent No. 2, amenable to writ jurisdiction is only for matters which involves the exercise of public functions or duties and will not extend to matters of affiliation or dis-affiliation, which are purely

private, internal and bilateral issues between the IGU and its affiliate SGAs. It is reiterated by the learned Senior counsel that the action of severance of ties between the IGU and the petition's society purely falls under the realm of private law and not public law.

9. The learned Senior counsel has also stressed upon the availability of alternative remedy in terms of clause 66 of the byelaws of the IGU, and even if the dispute is not arbitrable as per the petitioner, it would nonetheless have to pursue civil remedy by way of civil suit and not to seek relief by way of a writ petition. In conclusion, it is submitted that the instant issue being purely a private dispute squarely covered under the byelaws of the IGU, and with the availability of institutional arbitration or for that matter, recourse to civil remedy by way of a civil suit, the writ petition is liable to be dismissed on the ground of maintainability.

10. Dr. N. Mozika, learned DSGI assisted by Ms. M. Myrchiang, learned counsel for the respondent No. 1, only submission is that leaving aside the aspect as to whether the State exercises deep or

pervasive control, affiliation and de-affiliation will come within the ambit of public function of the IGU.

11. Having heard learned counsel for the parties on the first question as to whether the Indian Golf Union is a public authority and performs public functions and is thus amenable to writ jurisdiction of this Court, on this aspect it is noted that the IGU is a recognised National Federation responsible for regulating golf in India and amongst others, its mandate is to select team/golfers to represent India in National and International tournaments, maintain liaison with the Government of India and the Indian Olympic Association and one of its functions is to grant affiliation to State Golf Associations. Clause 7 of the Rules and Regulations on this subject reads as follows:-

> ***7. Grant of Affiliation and Recognition***
>
> ***(a) The Council shall have power to make, rescind and vary bye-laws relating to the affiliation of an Affiliate, provided however that an Affiliate may or may not be a member and may or may not have any voting rights. While granting affiliation, the Council shall have the power to impose such conditions and it may think fit, and the decision of the Council in this regard shall be final and binding and Provided that, if the activities of any Affiliate, at any time is, in the opinion of the Council, are detrimental to any of the aims and objects of THE INDIAN GOLF UNION, the Council shall have the***

power to cancel such affiliation. The Council shall have the option to charge such amount as it may deem fit, from time to time, on a case to case basis, for granting affiliation and shall also be entitled to waive payment of any charges. The Council shall have the option to grant affiliation with or without membership and/ or with or without voting rights, as it may deem fit from time to time on a case to case basis.

(b) The Council shall have power to make, rescind and vary bye-laws relating to the recognition of a Legal Body provided however that such a Legal Body shall not be a member and shall not have any voting rights and while granting recognition, the Council shall have the power to impose such conditions as it may think fit. The decision of the Council in this regard shall be final and binding and provided that if the activities of any Legal Body, at any time is in the opinion of the Council, detrimental to any of the aims and objects of THE INDIAN GOLF UNION, the Council shall have the power to cancel such recognition. The Council shall have the option to charge such amount as it may deem fit from time to time on a case to case basis for granting recognition and shall also be entitled to waive payment of any charges."

A perusal of this Clause shows that the Council have been vested with powers to grant affiliation and also to cancel such affiliation, if in the opinion of the Council the same is warranted due to detrimental circumstances. The powers of the IGU therefore, to control and regulate the sport as a National Body is undisputed and the same is also fortified by the fact that the Government of India in the Ministry of Youth Affairs and Sport recognizes only one National Level Sports Federation in any

discipline, such as the IGU. In this context, National Sport Federations by a notification dated 21.04.2010, have also been declared as Public Authorities under the Right to Information Act. Thus, the fact that the IGU performs public functions is undisputed, and as such any of its actions notwithstanding the fact that it is a registered Society, which are considered to be public functions will be amenable to writ jurisdiction. In the case of **Binny Ltd. & Anr. vs. V. Sadasivan & Ors**. reported in ***(2005) 6 SCC 657***, on this point the Supreme Court at Para-11 and 29 thereof, held as follows:-

> ***"11. Judicial review is designed to prevent the cases of abuse of power and neglect of duty by public authorities. However, under our Constitution, Article 226 is couched in such a way that a writ of mandamus could be issued even against a private authority. However, such private authority must be discharging a public function and the decision sought to be corrected or enforced must be in discharge of a public function. The role of the State expanded enormously and attempts have been made to create various agencies to perform the governmental functions. Several corporations and companies have also been formed by the Government to run industries and to carry on trading activities. These have come to be known as public sector undertakings. However, in the interpretation given to Article 12 of the Constitution, this Court took the view that many of these companies and corporations could come within the sweep of Article 12 of the Constitution. At the same time, there are private bodies also which may be discharging public functions. It is difficult to draw a line between public functions and private functions when they are being discharged by a***

purely private authority. A body is performing a "public function" when it seeks to achieve some collective benefit for the public or a section of the public and is accepted by the public or that section of the public as having authority to do so. Bodies therefore exercise public functions when they intervene or participate in social or economic affairs in the public interest. In a book on Judicial Review of Administrative Action (5th Edn.) by de Smith, Woolf & Jowell in Chapter 3, para 0.24, it is stated thus:

"A body is performing a 'public function' when it seeks to achieve some collective benefit for the public or a section of the public and is accepted by the public or that section of the public as having authority to do so. Bodies therefore exercise public functions when they intervene or participate in social or economic affairs in the public interest. This may happen in a wide variety of ways. For instance, a body is performing a public function when it provides 'public goods' or other collective services, such as health care, education and personal social services, from funds raised by taxation. A body may perform public functions in the form of adjudicatory services (such as those of the criminal and civil courts and tribunal system). They also do so if they regulate commercial and professional activities to ensure compliance with proper standards. For all these purposes, a range of legal and administrative techniques may be deployed, including rule making, adjudication (and other forms of dispute resolution); inspection; and licensing.

Public functions need not be the exclusive domain of the State. Charities, self-regulatory organisations and other nominally private institutions (such as universities, the Stock Exchange, Lloyd's of London, churches) may in reality also perform some types of public function. As Sir John Donaldson, M.R. urged, it is important for the courts to 'recognise the realities of executive power' and not allow 'their vision to be clouded by the subtlety and sometimes complexity of the way in which it can be

exerted'. Non-governmental bodies such as these are just as capable of abusing their powers as is Government."

29. Thus, it can be seen that a writ of mandamus or the remedy under Article 226 is pre-eminently a public law remedy and is not generally available as a remedy against private wrongs. It is used for enforcement of various rights of the public or to compel public/statutory authorities to discharge their duties and to act within their bounds. It may be used to do justice when there is wrongful exercise of power or a refusal to perform duties. This writ is admirably equipped to serve as a judicial control over administrative actions. This writ could also be issued against any private body or person, specially in view of the words used in Article 226 of the Constitution. However, the scope of mandamus is limited to enforcement of public duty. The scope of mandamus is determined by the nature of the duty to be enforced, rather than the identity of the authority against whom it is sought. If the private body is discharging a public function and the denial of any right is in connection with the public duty imposed on such body, the public law remedy can be enforced. The duty cast on the public body may be either statutory or otherwise and the source of such power is immaterial, but, nevertheless, there must be the public law element in such action. Sometimes, it is difficult to distinguish between public law and private law remedies. According to Halsbury's Laws of England, 3rd Edn., Vol. 30, p. 682,

"1317. A public authority is a body, not necessarily a county council, municipal corporation or other local authority, which has public or statutory duties to perform and which perform those duties and carries out its transactions for the benefit of the public and not for private profit."
There cannot be any general definition of public authority or public action. The facts of each case decide the point."

12. On the question as to whether the impugned withdrawal of affiliation is a public function of the Golf Union, it has been strongly argued by the respondent IGU that the same is a bilateral relation between the IGU and the writ petitioner and therefore the disaffiliation cannot be termed to be an exercise of public function by the IGU. On this aspect as earlier observed, the IGU is a National Federation and the nature of duties and functions it performs and the power it exercises over the State Golf Associations and their affiliation or recognition is absolute. As held in the case of ***BCCI vs. Cricket Association of Bihar*** reported in ***(2015) 3 SCC 251***, Paras 32 to 34 thereof, which are relevant for the instant discourse, the amenability of such a National Federation to writ jurisdiction, has been elaborately discussed and the said paragraphs are reproduced hereinbelow:-

> ***"32. Having said that this Court recognised the fact that the Board was discharging some duties like the selection of Indian Cricket Team, controlling the activities of the players which activities were akin to public duties or State functions so that if there is any breach of a constitutional or statutory obligation or the rights of other citizens, the aggrieved party shall be entitled to seek redress under the ordinary law or by way of a writ petition under Article 226 of the Constitution which is much wider than Article 32. This Court observed: (Zee Telefilms Ltd. case, (2005) 4 SCC 649 p. 682.***

"31. Be that as it may, it cannot be denied that the Board does discharge some duties like the selection of an Indian cricket team, controlling the activities of the players and others involved in the game of cricket. These activities can be said to be akin to public duties or State functions and if there is any violation of any constitutional or statutory obligation or rights of other citizens, the aggrieved party may not have a relief by way of a petition under Article 32. But that does not mean that the violator of such right would go scot-free merely because it or he is not a State. Under the Indian jurisprudence there is always a just remedy for the violation of a right of a citizen. Though the remedy under Article 32 is not available, an aggrieved party can always seek a remedy under the ordinary course of law or by way of a writ petition under Article 226 of the Constitution, which is much wider than Article 32"

[emphasis supplied]

33. The majority view thus favours the view that BCCI is amenable to the writ jurisdiction of the High Court under Article 226 even when it is not "State" within the meaning of Article 12. The rationale underlying that view if we may say with utmost respect lies in the "nature of duties and functions" which BCCI performs. It is common ground that the respondent Board has a complete sway over the game of cricket in this country. It regulates and controls the game to the exclusion of all others. It formulates rules, regulations, norms and standards covering all aspects of the game. It enjoys the power of choosing the members of the national team and the umpires. It exercises the power of disqualifying players which may at times put an end to the sporting career of a person. It spends crores of rupees on building and maintaining infrastructure like stadia, running of cricket academies and supporting State associations. It frames pension schemes and incurs expenditure on coaches,

trainers, etc. It sells broadcast and telecast rights and collects admission fee to venues where the matches are played. All these activities are undertaken with the tacit concurrence of the State Government and the Government of India who are not only fully aware but supportive of the activities of the Board. The State has not chosen to bring any law or taken any other step that would either deprive or dilute the Board's monopoly in the field of cricket. On the contrary, the Government of India has allowed the Board to select the national team which is then recognised by all concerned and applauded by the entire nation including at times by the highest of the dignitaries when they win tournaments and bring laurels home. Those distinguishing themselves in the international arena are conferred highest civilian awards like the Bharat Ratna, Padma Vibhushan, Padma Bhushan and Padma Shri apart from sporting awards instituted by the Government. Such is the passion for this game in this country that cricketers are seen as icons by youngsters, middle aged and the old alike. Any organisation or entity that has such pervasive control over the game and its affairs and such powers as can make dreams end up in smoke or come true cannot be said to be undertaking any private activity.

34. The functions of the Board are clearly public functions, which, till such time the State intervenes to takeover the same, remain in the nature of public functions, no matter discharged by a society registered under the Registration of Societies Act. Suffice it to say that if the Government not only allows an autonomous/private body to discharge functions which it could in law take over or regulate but even lends its assistance to such a non-government body to undertake such functions which by their very nature are public functions, it cannot be said that the functions are not public functions or that the entity discharging the same is not answerable on the standards generally applicable to judicial review of State action."

In the instant case by applying the ratio of the above quoted judgments the IGU in its exercise of affiliation or disaffiliation, as it affects State Golf Associations and resultantly Golf Clubs under the State Golf Associations and the players, no doubt is a public function of the IGU. This however, in the considered of this Court will not enlarge the scope to render all functions or actions of the IGU to be public functions, but will be limited to certain actions which affect the public, public interest, or the sport as a whole, which of course have to be examined contextually. In the exercise of such public functions, it is therefore expected and important that the IGU, a National Federation act fairly and reasonably.

13. On the aspect as to whether there exists any arbitrable dispute, it would be apposite at this stage to refer to clause 66 of the IGU Rules and Regulations, which have provided as follows:-

> ***"66. All unresolved disputes shall be settled by the Arbitration Commission of Indian Olympic Association and all affiliated members of the IGU shall voluntarily surrender their right of seeking redress in any court of law."***

A plain reading of the above-mentioned clause shows that an alternative dispute resolution mechanism has been put in place,

whereby the affiliated members of the IGU are bound by. However, it refers to unresolved disputes and it has been contended by the petitioner, that as Regulation 66 is a contractual clause, the same shall be limited to only disputes that the IGU has with its affiliates and as the writ petitioner is no longer an affiliate, this provision would not be available and further, the disaffiliation cannot be considered to be an unresolved dispute. In this regard therefore, in the instant case though recourse to arbitration is available, the dispute however should be arbitrable and that the same should be efficacious. In general understanding, arbitration is an alternative dispute resolution mechanism, where parties agree to submit and refer disputes to an arbitral tribunal to the exclusion of the formal courts and is resorted to, as it affords expeditious disposal of disputes. In the case of ***N.N. Global Mercantile Private Limited vs. Indo Unique Flame Limited & Ors***. reported in ***(2021) 4 SCC 379***, it was recognised that when parties enter into a contract, they are entering into two agreements namely; the main contract containing the rights and obligations and the arbitration agreement which creates a binding obligation of the parties to resolve the dispute through arbitration. The aspect of the autonomy of an arbitration agreement has been elucidated at paragraphs 4.1 to 4.4, and is reproduced hereinunder:-

"Para 4.1 The autonomy of the arbitration agreement is based on the twin concepts of separability and kompetenz-kompetenz. The doctrines of separability and kompetenz-kompetenz though inter-related, are distinct, and play an important role in promoting the autonomy of the arbitral process.

4.2. The doctrine of separability of the arbitration agreement connotes that the invalidity, ineffectiveness, or termination of the substantive commercial contract, would not affect the validity of the arbitration agreement, except if the arbitration agreement itself is directly impeached on the ground that the arbitration agreement is void ab initio.

4.3. The doctrine of kompetenz-kompetenz implies that the Arbitral Tribunal has the competence to determine and rule on its own jurisdiction, including objections with respect to the existence, validity, and scope of the arbitration agreement, in the first instance, which is subject to judicial scrutiny by the courts at a later stage of the proceedings. Under the Arbitration Act, the challenge before the Court is maintainable only after the final award is passed as provided by sub-section (6) of Section 16. The stage at which the order of the tribunal regarding its jurisdiction is amenable to judicial review, varies from jurisdiction to jurisdiction. The doctrine of kompetenz-kompetenz has evolved to minimise judicial intervention at the pre-reference stage, and reduce unmeritorious challenges raised on the issue of jurisdiction of the Arbitral Tribunal.

4.4. The doctrine of separability was expounded in the judgment of Heyman v. Darwins Ltd. 1942 AC 356 (HL) by the House of Lords wherein it was held that English common law had been evolving towards the recognition of an arbitration clause as a separate contract which survives the termination of the main contract. Lord Wright in his opinion stated that : (AC p. 377)

> ***"… an arbitration agreement is collateral to the substantial stipulations of the contract. It is merely procedural and ancillary, it is a mode of settling disputes, though the agreement to do so is itself subject to the discretion of the court."***
>
> ***Lord MacMillan in his opinion stated that : (Heyman case 1942 AC 356 (HL , AC p. 374)***
>
> ***"… It survives for the purpose of measuring the claims arising out of the breach, and the arbitration clause survives for determining the mode of their settlement. The purposes of the contract have failed, but the arbitration clause is not one of the purposes of the contract."***

What can be gleaned from the above quoted judgment is that an arbitration clause survives for determining the claims and counter-claims of the parties notwithstanding the fact that the affiliation has since been cancelled. The position of law therefore being clear on this aspect, the writ petitioner would otherwise be bound by Regulation 66 of the IGU Rules and Regulations, and an arbitral tribunal on its own can rule on the question of whether there exists an arbitrable dispute.

14. On the last question as to whether the impugned letter of dis-affiliation is arbitrary, illegal and in violation of the principles of natural justice, from a careful examination of the materials as placed,

what is apparent, coupled with the fact that no grounds or materials have been put up by the respondents to rebut the same, is that the disaffiliation of the writ petitioner was effected without notice, or any opportunity of hearing being given to the writ petitioner. Another aspect which points towards the arbitrary nature and character of the impugned order, is that it is clearly reflected therein, that the same was based on a visit report, alongwith the due consideration of the documents and reports available with the IGU, which however, the writ petitioner at no point of time admittedly, was ever privy to. All these factors and circumstances clearly point to the fact that the principles of natural justice have been breached by the respondent IGU in discharge of a public function. This therefore, in the considered view of this Court, notwithstanding the availability of alternative remedy, the writ petitioner being relegated to arbitration at this stage, would not meet or satisfy the ends of justice, inasmuch as, the impugned order suffers from a grievous violation of the principles of natural justice. As held in the case of ***Hanbanslal*** (supra) that the rule of exclusion of writ jurisdiction by availability of an alternative remedy is a rule of discretion and not one of compulsion, in the instant case also this Court in exercise of discretionary powers

finds the same on the facts and circumstances, to be a fit case for the invocation of powers under Article 226 of the Constitution.

15. It may be also recorded herein that in the reply arguments of the respondents Nos. 2 & 3 to the submission made by Mr. Philemon Nongbri, learned counsel for the respondent No. 4, and submissions made by the learned Senior counsel on behalf of the petitioner Society, considering the nature of the case and its implications, Mr. H.L. Shangreiso, learned Senior counsel has submitted that the respondents No. 2 & 3 on the question of disaffiliation and affiliation, are prepared to examine the matter afresh, by giving the petitioner Society adequate opportunity to present its case. The submissions are duly noted, and as such in view of this development, this Court accepts the concession made by the respondents Nos. 2 & 3, and it is accordingly directed that the said respondents shall examine the matter afresh by giving the parties in contention adequate opportunity to present their respective cases.

16. As this Court has also come to a finding that the impugned order is unsustainable, in view of the same being visited by arbitrariness

and there being a breach of the principles of natural justice, the same is set aside and quashed. However, as no interim orders had been passed, and the impugned order having been passed as far back as on 28.04.2025, it is ordered that status quo as on today shall be maintained by the parties till the matter is disposed of, or further orders passed by the respondents Nos. 2 & 3.

17. It is further expected that the matter shall be dealt with most expeditiously by the respondents Nos. 2 & 3, and the same be disposed of within a period of 2(two) weeks from the date the parties are put to notice.

18. Accordingly, as per the discussions and directions made hereinabove, the instant writ petition is closed and disposed of.

JUDGE

Meghalaya
05.08.2025
"V. Lyndem PS"