



2026:DHC:7284



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* IN THE HIGH COURT OF DELHI AT NEW DELHI

% Judgment pronounced on: 31.08.2026

CNR No.DLHC010360552021

+ W.P.(C) 13196/2021, CM APPL. 72314/2025, CM APPL. 23670/2026, CM APPL. 23681/2026

ANOOP GEORGE CHAUDHARI

..... Petitioner

Through: Mr. Manish Vashisht, Sr. Adv., Mr. Ashish Mohan, Sr. Adv., Ms. June Chaudhri, Sr. Adv., Mr. Vipul Tiwari, Ms. Sagrika Tanwar and Mr. Akash Sharma, Advs. along with petitioner in person.

versus

STATE OF MADHYA PRADESH

..... Respondent

Through: Mr. Anil Kaushik, Sr. Advocate (ASG) along with Mr. Harmeet Singh Ruprah, Mr. Rudra Aditya Khare (Dy. AG), Mr. Kanishk Sharma and Mr. Pranjal Singh, Advocates.

CORAM:**HON'BLE MR. JUSTICE SACHIN DATTA****JUDGMENT**

1. The present petition has been filed by a senior advocate and the former Advocate General of the State of Madhya Pradesh, seeking directions against the State of Madhya Pradesh/ respondent no.1 to release his outstanding professional fee together with interest, in respect of the appearances on behalf of the State of Madhya Pradesh before the Supreme Court of India, and conferences thereof.
2. The principal relief, as framed in prayer (b) of the petition seeks



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issuance of an appropriate writ, order or direction for “release of the outstanding dues toward fees as raised for the appearances and conferences before the Supreme Court of India with penal interest @ 24% p.a.”

FACTUAL BACKGROUND:

3. In the year 2019, a Constitution Bench of Supreme Court of India took up for final hearing the reference concerning interpretation of Section 24(2) of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 (hereinafter “2013 Act”), in the batch of matters led by SLP (C) Nos. 9036-38 of 2016 titled as “*Indore Development Authority vs. Manohar Lal & Ors*” (hereinafter “the IDA matter”). The lead Special Leave Petition arose out of the judgment of the High Court of Madhya Pradesh at Indore, wherein the State of Madhya Pradesh was directly and vitally interested in the outcome thereof.

4. Civil Appeal Nos. 19532-33 of 2017 titled as “*MP Housing Board vs. Malwa IT Park Limited and Ors.*” arising out of SLP (C) Nos. 7114-15 of 2016 (hereinafter the “Housing Board matter”), was tagged with the aforesaid batch of matters, in which the State of Madhya Pradesh was arrayed as one of the respondents.

5. It is the respondent no.1’s case that on 27.03.2019, Mr. Harsh Parashar, the then Standing Counsel of the State of Madhya Pradesh before the Supreme Court, addressed a letter to the relevant authorities, seeking instructions for the engagement of a Senior Advocate on behalf of the State of Madhya Pradesh in the Housing Board matter, and forwarding the fee structure of a particular Senior Advocate whose engagement was proposed.



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A reminder for the same was addressed *vide* letter dated 01.04.2019. As per the written note of Mr. Parashar himself (adverted to in detail hereinafter), no written or oral response was received from the concerned authorities to either of the aforesaid communications.

6. The hearings before the Constitution Bench commenced in October 2019. It is the petitioner's case, (as set out in paragraph 3 of the petition), that upon a personal request made by the then Chief Secretary of the State and the then Principal Secretary (Law), the petitioner agreed to appear on behalf of the State of Madhya Pradesh before the Constitution Bench; and that the then Standing Counsel, Mr. Harsh Parashar, handed over the paper-books and briefed him in both the matters, i.e. the IDA matter as well as the Housing Board matter.

7. The record of proceedings of the Supreme Court, which have been placed on the record of this Court, reflects the appearance of the petitioner, as a Senior Advocate, on fourteen dates of hearing, *viz.*, 16.10.2019, 23.10.2019, 06.11.2019, 07.11.2019, 19.11.2019, 20.11.2019, 21.11.2019, 26.11.2019, 27.11.2019, 28.11.2019, 03.12.2019, 04.12.2019, 10.12.2019 and 11.12.2019.

8. On 01.12.2019, while the final hearing in the matter was ongoing, the petitioner raised a total of 35 consolidated fee bills, all dated 01.12.2019 and all bearing reference AGC/12/01/2019, in respect of conferences and appearances in the IDA matter and the Housing Board matter. The said bills are placed on record as Annexure P-1 (Colly.) to the petition. Pertinently, each bill is addressed as under:

"To,

Mr. Harsh Parashar, Advocate



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Standing Counsel for State of Madhya Pradesh"

9. The bills are of two kinds. A specimen of the first kind (conference bills) reads as under:

To,

Mr. Harsh Parashar, Advocate
Standing Counsel for State of Madhya Pradesh

MEMO OF FEES

IN THE MATTER OF :-

SUB : SLP (C) No. 9036-38 of 2016

Indore Development Authority

Vs.

Manoharlal And Ors. Etc.

Particulars	Amount
Fees for Conference for 3 hours on 27-11-2019 in the above mentioned matter.	1.50.000.00
Clerkage @10%	15.000.00
Total	1,65,000.00

(ONE LAKHS SIXTY FIVE THOUSAND ONLY)

ICICI BANK, K-1, SENIOR MALL
SECTOR – 18 NOIDA(U.P.) 201301
ACCOUNT NO. 003101510119
IFSC CODE : ICIC0000031
PAN : ACAPC4895K

Anoop George Chaudhari
Senior Advocate

10. A specimen of the second kind (appearance bills) reads as under:



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To,

Mr. Harsh Parashar, Advocate
Standing Counsel for State of Madhya Pradesh

MEMO OF FEES**IN THE MATTER OF :-**

SUB : SLP (C) No. 9036-38 of 2016
Indore Development Authority

Vs.

Manoharlal And Ors. Etc.

Sr No.	Particulars	Amount
1.	Fees for appearance on 15 th October 2019 before Constitution Bench of the Supreme Court on behalf of Respondent State of M.P.	5,50,000.00
2.	Clerkage @10%	55,000.00
	Total	6,05,000.00

(SIX LAKHS FIVE THOUSAND ONLY)

ICICI BANK, K-1, SENIOR MALL
SECTOR - 18 NOIDA(U.P.) 201301
ACCOUNT NO. 003101510119
IFSC CODE : ICIC0000031
PAN : ACAPC4895K

Anoop George Chaudhar
Senior Advocate

11. It is important to emphasize, that each of the appearance bills, in the IDA matter as well as in the Housing Board matter alike, expressly states that the appearance was "on behalf of Respondent State of M.P."; and that every bill, without exception, is addressed to Mr. Harsh Parashar, the then



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Standing Counsel for the State of Madhya Pradesh. No bill was raised upon, or addressed to, the Indore Development Authority or the M.P. Housing Board.

12. The break-up of the 35 bills, matter-wise, is as under: (i) in the IDA matter, there are fourteen appearance bills of Rs. 6,05,000/- each (for 15.10.2019, 16.10.2019, 23.10.2019, 06.11.2019, 07.11.2019, 19.11.2019, 20.11.2019, 21.11.2019, 26.11.2019, 27.11.2019, 28.11.2019, 03.12.2019, 04.12.2019, and 10.12.2019) and five conference bills of Rs. 1,65,000/- each (for 27.11.2019, 30.11.2019, 02.12.2019, 04.12.2019 and 10.12.2019); and (ii) in the Housing Board matter, there are thirteen appearance bills of Rs. 6,05,000/- each (for the same dates, i.e., 15.10.2019 to 04.12.2019, apart from 10.12.2019) and three conference bills of Rs. 1,65,000/- each (for 27.11.2019, 30.11.2019 and 03.12.2019). The aggregate of the said bills is Rs. 1,76,55,000/-.

13. *Vide* order dated 04.12.2019, the Constitution Bench de-tagged the Housing Board matter from the IDA batch, on the ground that it did not involve the interpretation of Section 24(2) of the 2013 Act. The petitioner's appearance is recorded on the said date. Notably, no bill has been raised in the Housing Board matter for any date after 04.12.2019.

14. On 11.12.2019, the Constitution Bench concluded the hearing and reserved the judgment in the batch of matters. The petitioner's appearance, and the factum of his having been heard, is recorded in the order passed on the said date.

15. On 08.01.2020, the Standing Counsel, Mr. Harsh Parashar addressed a letter to the petitioner on his letterhead, which reads as under:



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08.01.2020

To,
Shri Anoop George Chaudhari
Senior Advocate
Supreme Court of India
Former Advocate General, Madhya Pradesh

Respected Sir,

This is to inform you that we have received the fee bills dated 01.12.2019 submitted by you for the appearances in the connected matters of Indore Development Authority (Land Acquisition Cases) before the Constitutional Bench of the Hon'ble Supreme Court of India. (SLP Civil 9036-38 of 2016, Indore Development Authority v Manoharlal and Others & Civil Appeal 19532-33 of 2017, M.P. Housing Board v Malwa IT Park and Others); and they have been forwarded to the PS Law Department and PS Revenue for remittance of fees as raised in the fee bills.

Thanking You

Yours Sincerely

HARSH PARASHAR

(Advocate on Record)

16. In this regard, paragraphs 5 to 7 of the petition aver as under:

5. That after conclusion of the hearings, the petitioner in accordance with the settled fees, forwarded the fee bills towards conferences & appearances to the then Standing Counsel for M.P., who was at that time the briefing counsel. The standing counsel, in turn forwarded the bills to the concerned authorities. True and correct copies of the bills dated 01.12.2019 forwarded by the standing counsel to the concerned authorities is annexed herewith and marked as Annexure P-1 (Colly).



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6. The standing counsel for the Government, informed the petitioner vide letter dated 08.01.2020 that the fee bills have been forwarded to Principal Secretary Law and Principal Secretary Revenue for remittance of fees as raised in the fee bills. True and correct copy of the letter dated 08.01.2020 is annexed herewith and marked as Annexure P-2.

7. In spite of this assurance the fee bills remain unpaid till date. There has however been no response of any sort till date from the State Government necessitating the invoking the Writ jurisdiction of this Hon'ble Court to enforce petitioners right under Article 14 & 21 of the Constitution of India.

17. On 06.03.2020, the judgment of the Constitution Bench in the IDA matter was pronounced and it was reported as *Indore Development Authority Vs. Manoharlal & Ors., (2020) 8 SCC 129*.

18. Paragraph 8 of the said judgment records the name of the counsel who appeared and made submissions. Pertinently, the said paragraph records the name of the petitioner as well. Evidently, no payment whatsoever was made to the petitioner at any time.

19. Thereafter, in November 2021, the petitioner instituted the present petition seeking its outstanding dues of professional fees from the State of Madhya Pradesh.

20. On 04.06.2022, the Indore Development Authority/respondent no.2 filed its reply, *inter alia*, stating as under:



2. That the answering respondent is a development authority and established under the MP Gram Nivesh Adhiniyam 1973 and for the purposes of litigation the answering respondent engage their own lawyer and state do not represent the answering respondent before any legal forum. Mr. Harsh Parashar Advocate, with whom the petitioner dealing, was never our counsel and as per the petitioner himself Mr. Harsh Parashar Advocate was the standing counsel for the state and he engaged him to represent the state only before the Hon'ble Supreme court and the petitioner raised their respective professional bills against the state only. Therefore the answering respondent has no financial liability for the act of state. The answering respondent cannot bear the financial liability of state.

21. On 28.10.2022, the M.P. Housing Board/respondent no.3 filed its short counter-affidavit alike also denying that it has engaged the petitioner and disclaiming any liabilities towards the fee.

22. Despite last opportunity granted to the State/ respondent no.1 vide order dated 31.10.2022, no counter-affidavit was filed on behalf of the State/respondent no.1. Thereafter, vide order dated 06.01.2023 passed in the present proceedings, the Registrar recorded as under:

“despite last opportunity having been granted on 31.10.2022, no counter-affidavit has been filed on behalf of the respondent no.1 nor there is any appearance on behalf of the respondent. In these circumstances the right of the respondent no.1 to file counter affidavit is closed.”

23. Subsequently, on 16.05.2023, a counter-affidavit was filed on behalf of the State/respondent no.1. The substantive stand of the State/ respondent no.1 thereof is contained in paragraphs 4 and 5 thereof, which read as under:

4. That the Petitioner was appointed by the Indore Development Authority to represent before the Hon'ble Supreme Court of India in SLP © No. 9036-38 of 2016



Ors. and not by the State of Madhya Pradesh (Law and Legislative Affairs) through Chief Secretary. It is submitted that the Petitioner wrongly made the State of Madhya Pradesh (Law and Legislative Affairs) through Chief Secretary as a party in current proceedings. It is further submitted that State of Madhya Pradesh did not issue letter to the Petitioner to appear in the aforesaid proceedings before the Hon'ble Supreme Court of India.

5. That the Petitioner was appointed by M.P. Housing Board to represent before the Hon'ble Supreme Court of India in Civil Appeal 19532-33 of 2077 M.P. Housing Board Versus Malwa IT Park and Ors. It is submitted that the Petitioner wrongly made the State of Madhya Pradesh (Law and Legislative Affairs) through Chief Secretary as a party in present proceedings.

24. The aforesaid stand viz. that the petitioner was engaged by the IDA and by the Housing Board, was taken by the State after both the said bodies had already denied having engaged the petitioner.

25. Vide order dated 13.03.2024, this Court requested the learned Advocate General for the State of Madhya Pradesh to *"look into the matter and sort out the same"*.

26. On 02.08.2024, in compliance of the aforesaid, the Office of the Advocate General filed a report/proceedings, expressing that despite best efforts, the grievance of the petitioner could not be redressed. The said report records that a letter dated 02.05.2024 was received by the Office of the Advocate General, State of Madhya Pradesh, from the Law and



Legislative Affairs Department, Madhya Pradesh, wherein it was informed that there is neither a record of appointment of the petitioner nor a record of bills presented by the petitioner to Mr. Harsh Parashar, the then standing counsel of the respondent no.1/ State of Madhya Pradesh.

27. *Vide* order dated 18.08.2025 passed in the present proceedings, this Court ordered as under:

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3. The present petition has been filed by the petitioner, a former Advocate General for the State of Madhya Pradesh and a Senior Advocate practicing in the Supreme Court of India, seeking a direction to the respondent to release the outstanding dues of the petitioner, as per the invoices dated 01.12.2019, along with interest at the rate of 24% per annum, for appearances made on behalf of the respondent in various matters before the Supreme Court.

4. During the course of hearing, learned counsel for the petitioner draws attention to a letter dated 08.01.2020 addressed by the then Standing Counsel, State of Madhya Pradesh where the appearance of the petitioner in SLP No.9036-38/16 has been acknowledged and it is also informed that the concerned fee bills have been forwarded to the law department and the revenue department. However, in these proceedings, the stand of the State of Madhya Pradesh is that the concerned senior counsel was never authorized to appear on behalf of State of Madhya Pradesh.

5. The same appears to be inconsistent with the clear stand taken by the then Standing Counsel, State of Madhya Pradesh, as reflected in the aforesaid communication. The same is also inconsistent with the various order sheets in the concerned proceedings before the Supreme Court where the appearance of the concerned senior counsel was duly reflected.



6. Needless to say, the said proceedings were contemporaneously available with the State of Madhya Pradesh and the concerned officials would not have been oblivious of the appearance of the petitioner.

7. It is only after conclusion of the proceedings that the stand has been taken that the petitioner was not authorized / engaged to appear in the matter.

8. *Prima facie*, the said stand of the State of Madhya Pradesh is untenable and unfortunate.

9. In view to resolve the controversy, let court notice be issued to Mr. Harsh Parashar, the then Standing Counsel for State of Madhya Pradesh who addressed the communication dated 08.01.2020 to the petitioner herein.

10. Let court notice be also issued to the learned Advocate General, State of Madhya Pradesh who is requested to appear in these proceedings (physically or virtually) on the next date of hearing.

11. List on 10.09.2025 in the category of 'admission matters'.

28. On 13.10.2025, Mr. Harsh Parashar, advocate appeared before this Court pursuant to the aforesaid notice and submitted a written note setting out his version of events and factual conspectus; he was also extensively heard on that day and he re-emphasised/drew the Court's attention to what he had set out in his note. The said note reads as under:

DATES	EVENTS IN BRIEF
	1. The undersigned is an Advocate who is residing primarily at Indore at present, the undersigned is Sr Standing Counsel, Income Tax Department, Hon'ble High Court of Madhya Pradesh, Bench at Indore. 2. The undersigned is also an AoR before Hon'ble Supreme Court since the year 2016. 3. That, in the period between January 2019 to March 2020, the State of M.P. had about 5 (five) Addl AGs, 6 (six) Deputy AGs before Hon'ble Supreme Court.



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4. Initially, 2 (Two) AoRs were appointed as Standing Counsels and then subsequently there were 2 more AoRs appointed as Standing Counsels, making it a total of 4 (four) AoRs as Standing Counsels before Hon'ble Supreme Court. 5. The matters in concern pertains to the Revenue Department originally assigned with the Senior most AOR Shri Rahul Kaushik [now designated as Sr Advocate last year], the undersigned was marked with only <u>1 (one) of the connected cases in the issue involving land acquisition cases.</u> 6. The undersigned was one of the 4 (four) Standing Counsel, the undersigned appeared before Hon'ble Supreme Court and filed matters on behalf of State of M.P. between the periods of January 2019 to March 2020.	
27.03.2019	1. The undersigned wrote a letter to PS Revenue, PS Law asking for instructions for engagement of a Senior Adv on behalf of State of M.P. in SLP Civil 7114-15/2016 M.P. Housing Board v Malwa IT Park & Others Only. [Dr Abhishek Manu Singhvi's engagement] 2. The undersigned specifically stated vide the said letter that the undersigned was marked with only 1 (one) case i.e. SLP Civil 7114-15/2024 mentioned above. 3. The State of M.P. was Respondent No. 7 in the said case. 4. The letter was written with instructions/ advice and consultation with the then Additional Advocate General (AAG) for State of M.P. before Hon'ble Supreme Court [the Learned AAG was then subsequently elevated to High Court of Allahabad, Hon'ble Mr Justice Prashant Kumar] 5. The intent of the letter from the undersigned was asking for instructions/consent/sanction orders for Dr Abhishek Manu Singhvi's engagement in the matter. The Sr Advocate's Fee structure was forwarded as received. [Letter is sent on Email, Email and letter is available with the undersigned] ANNEXURE A
01.04.2019	No written response was received. The Undersigned wrote to the Department again if there were any instructions on the submissions as to what should be the stand of the State of M.P. when the matter is actually taken up.

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	In this 2nd (second) letter, the undersigned <i>suggested no name nor asked if any Senior Advocate is to be engaged in the matter</i> [Letter is sent on Email, Email and letter is available with the undersigned] ANX B
Post the vacations	The bunch matters were taken long after the above aforesaid communications much after the summer vacations in Nov-Dec 2019. Meanwhile, the undersigned received no written or oral communication from the State of M.P. on the said matter for engagement of any Sr Advocate in the matter.
During the Hearings in Oct-Nov	The Petitioner Senior Advocate Mr Anoop Chaudhary, who is himself a Former Advocate General for State of Madhya Pradesh <i>met the undersigned AoR in Court Room at the Supreme Court</i> and indicated that he has received a personal request from Senior Officers of State of M.P. to appear in the said matter. <i>(This is also written in the Writ Petition on Para 3, Page 8 of the Writ Petition, it is the exact same thing informed to the undersigned counsel as well)</i>



	The undersigned upon this intimation from the Sr Counsel Mr Anoop Chaudhary briefed him on the issues involved. That it is reiterated that the undersigned only had the pleadings/brief of the matter for SLP Civil 7114-15/2016 M.P. Housing Board v Malwa IT Park & Others Only [as written as early as 6 months prior to the hearing by way of letter dated 27.03.2019 & 01.04.2019] and hence it was only in the said case that the undersigned <i>could have even briefed</i> the Petitioner Senior Advocate.
Jan 2020 08.01.2020	That, sometime in January 2020, the Offices of the Petitioner gave bills to offices of the undersigned in the aforesaid matter for all dates and even the in lead connected matter (which though was never with the undersigned counsel) The office staff of the undersigned simply forwarded all invoices received on the request of the Petitioner Senior Advocate. The undersigned informed him that we have simply forwarded his invoices raised as received with no other comments. A letter to that effect dated 08.01.2020 was issued to his offices as asked by his Offices. It is the same letter recorded in the order passed by this Hon'ble Court dated 18.08.2025 (Para 09)
23rd March 2020	The undersigned does keep a record of all communications and the email communications are sent via email by the undersigned himself and hence before the end of financial year itself, the undersigned forwarded a scanned copy of all bills to PS Revenue and PS Law (for their records by way of email). That was during the time of the Covid Pandemic, complete Lockdown had started and hence the documents being received were urgently scanned by the undersigned himself, and were forwarded vide Email. There was no staff or anyone at the undersigned Office, the undersigned himself sent the invoice going to office. The email specifically indicated "This is sent as a matter of records only. Forwarded as Revd. Only. Concerned Department has it as indicated" (March 23, 2020)

	Concerned Department meaning the Revenue Department was also sent an email on the same date. ANNEXURE C
08.09.2025 12.10.2025	The undersigned learnt of the intimation to the undersigned to appear via Wats App from High Court Registry on 08.09.2025 and the undersigned has now appeared physically as directed by this Hon'ble Court on the next effective date of hearing.
	Hence, essentially to sum up: 1. The undersigned received no written order/communication from Department (Revenue) or Law to engage or brief any Senior Advocate or the Petitioner Senior Advocate 2. That, upon the Petitioner Sr Advocate, the Former Advocate General's contention to the undersigned that Sr Officers of the State have personally indicated to him to appear in the matter, thereafter the undersigned briefed him on SLP Civil 7114-15/2025 M.P. Housing Board v Malwa IT Park & Others Only. The undersigned had no other files or pleadings marked to him except this one.



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3. The undersigned received invoices and simply forwarded them to the Department upon the request of the Petitioner Senior Advocate. This was also done via email later in March 2020 (23.03.2020) to both the Revenue and Law Departments during the pandemic.

4. The undersigned has had a chance to see the invoices in the Writ Petition which commence from **Pages 16 to Pages 34** of the Writ Petition and pertain to SLP Civil 9036-38/2016 Indore Development Authority versus Manoharlal and Another Etc *(as indicated in the above pages, this file is never marked to the undersigned, the undersigned did not have the file to brief anyone on this matter)*

The invoices also run from **Pages 35 to Pages 50** pertaining to various court dates in CA 19532-33/2017 M.P. Housing Board v Malwa IT Park

(or SLP Civil 7114-15/2016 in other words)

5. The Hon'ble Supreme Court would on each date record the name of the counsel who has made certain submissions on that date in order to keep track of the many submissions being made by the many Senior Counsels in the matter from both sides across the many dates in which the various matters were listed.

Wherein, there are 2 (two) order sheets of 19.11.2019 and 12.11.2019, the Hon'ble Supreme Court Bench records factum of oral submissions of the Petitioner Senior Counsel having been made on those 2 (two) dates

29. Vide the aforesaid order dated 13.10.2025, this Court, further, *inter alia*, directed as under:

“9. It is agreed that the learned Advocate General shall convene a meeting with the concerned official(s), in which Mr. Harsh Parashar, the then Standing Counsel, shall also participate. The then Chief Secretary (who is stated to have requested the petitioner to appear in the matter, as averred in Paragraph 3 of the petition) may also be requested to attend the said meeting.”

30. In November 2025, the respondent no.1/ State of Madhya Pradesh filed an interlocutory application, being CM Appl. No. 72314/2025, praying for dismissal of the writ petition as not maintainable, on the ground that it seeks adjudication of disputed questions of fact with respect to the authorization of the petitioner and the quantum of the amount payable to him, if any. This objection to maintainability was thus raised for the first time nearly four years after the institution of the petition.

31. On 01.11.2025, in compliance with the order dated 13.10.2025, a meeting was convened, presided over by the learned Advocate General for



the State, and attended by the then Chief Secretary, Mr. S.R. Mohanty, the then Standing Counsel, Mr. Harsh Parashar, as well as the law officers of the State. *Vide* order dated 03.11.2025 passed in the present proceedings, the report/proceedings of the said meeting was filed before this Court and taken on record.

32. Thereafter, the petitioner filed an additional affidavit and written submissions dated 17.12.2025 (in compliance of order dated 04.12.2025). A note of submissions of Mr. Anil Kaushik, learned Senior Advocate for the State, together with a compilation of authorities, was handed over to this Court on 20.12.2025.

33. Thereafter, on 13.03.2026, this Court put three specific queries to the parties, viz., (i) who authorized the petitioner's engagement to appear before the Supreme Court; (ii) on how many hearings did the petitioner appear; and (iii) what were the terms and conditions of the engagement. The petitioner filed a supplemental note dated 21.03.2026 in response thereto.

34. *Vide* order dated 23.03.2026, this Court, *inter alia*, directed as under:

"5. The State of Madhya Pradesh is requested to provide information as to the recent most matters in which the petitioner authorisedly appeared for the State, together with the amount of fees paid to the petitioner for the said appearance/s."

35. On 02.04.2026, in response to the aforesaid, the respondent no.1/ State filed an application (CM Appl. 23681/2026) to bring additional documents on record, stating that despite a "comprehensive and exhaustive exercise", the State "has been unable to conclusively ascertain" the professional fees paid to the petitioner in matters where he had duly appeared for the State. The State annexed thereto: (i) letters of the Law and Legislative Affairs Department dated 11.02.2026 and 02.04.2026; and (ii)



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the notification dated 04.07.2012 issued by the Law and Legislative Affairs Department, Madhya Pradesh prescribing the fee payable to counsel appearing for the State before the Supreme Court. The letter dated 11.02.2026 of the Law and Legislative Affairs Department, asserts as under:

"...upon searching the Law Department's records concerning the mentioned cases, it appears that S.L.P. (Civil) No. 9036/2016 and Civil Appeal No. 19532-33/2017 were neither received by the Law Department for action nor has any action been taken by the Law Department regarding these cases. Additionally, no fee bills have been received through Advocate Shri Harsh Parashar or directly from Shri Anoop George Choudhary himself in relation to the said cases. It is also noteworthy that upon reviewing the details of S.L.P. (Civil) No. 9036/2016, it appears that Shri Sunny Choudhary, Advocate, represented the State of Madhya Pradesh. ... It is relevant to mention here that according to the information available with the Law and Legislative Affairs Department, Government of Madhya Pradesh, there is no record of Senior Advocate Shri Anoop George Choudhary appearing before the Hon'ble Supreme Court. No such information is available in the records."

36. Written submissions on behalf of the respondent no.1/ State were filed on 08.05.2026, together with a convenience compilation; a further compilation of authorities was handed over on behalf of the State on the same date. Arguments were heard on multiple dates, and judgment was reserved on 29.05.2026.

SUBMISSIONS OF THE PARTIES:

37. Learned counsel for the petitioner submits that the factum of the petitioner's engagement and his appearance on behalf of the State stands conclusively established by the record of the Supreme Court itself. Learned counsel pointed out that the petitioner's appearance as Senior Counsel has been recorded in the order sheets of the Supreme Court on fourteen dates of hearing, and that the reported judgment of the Constitution Bench, i.e., (2020) 8 SCC 129, itself records, in paragraph 8 thereof, that the petitioner



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made submissions on behalf of the States and various acquiring bodies/development authorities.

38. It is further submitted that the appearance of the Petitioner was duly recorded through the Advocate-on-Record appearing for the respondent no.1/ state. It was further contended that *the State has throughout been aware about the name of the Petitioner being there in the order sheets but even then, the State has not taken any action or filed a Review Petition/ Modification/ Correction Application before the Hon'ble Supreme Court to get the name removed.*

39. It is further submitted that the engagement of the petitioner stands admitted by the State's own highest functionary (the then Chief Secretary, S.R. Mohanty) at the relevant point of time. Reliance was placed on the report/proceedings dated 01.11.2025 of the meeting convened by the learned Advocate General, recording the statement of the then Chief Secretary, Mr. S.R. Mohanty, that the State had wished to engage another Senior Advocate in the IDA matter, but owing to his unavailability, the petitioner was engaged on behalf of the State, and that the then Principal Secretary (Law) had informed him that the petitioner would be appearing in the IDA matter. It was pointed out that the then Chief Secretary went further and indicated that the bills relating to the petitioner's hearings in the IDA matter may be processed and settled by the concerned department on the basis of the prevailing rates at that time.

40. As regards the Housing Board matter, it was submitted that the written note of Mr. Harsh Parashar himself records that he briefed the petitioner in the Housing Board matter, being the very matter in respect of which he had sought instructions for the engagement of some other Senior



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Advocate by his letters dated 27.03.2019 and 01.04.2019. It is submitted that the Housing Board matter remained tagged with the IDA batch and was being heard along with it until its de-tagging *vide* order dated 04.12.2019; that separate conferences were held with the Standing Counsel in both matters, and that the then Standing Counsel forwarded the fee bills of both matters to the PS Law Department and PS revenue of the State, as evident from the letter dated 08.01.2020 sent to the petitioner.

41. On the question of the terms of engagement, it was submitted that the Constitution Bench matters were taken up suddenly, leaving no occasion for the State to complete the formality of issuing a formal engagement letter; that the petitioner conveyed his fee to the Standing Counsel prior to the commencement of the hearings, as no Senior Counsel would commence appearing without first settling the fee; and that the letter dated 08.01.2020, whereby the Standing Counsel forwarded the bills of both matters for remittance "as raised", constitutes contemporaneous verification and acceptance of the bills, it being the usual practice of a Standing Counsel to verify fee bills before forwarding them. It was submitted that these averments in the petitioner's additional affidavit dated 01.12.2025 remain undenied and unrebutted on affidavit.

42. It is further contended that the contents of paragraph 3 of the petition, and the annexures thereto (including the fee bills and the letter dated 08.01.2020), have not been specifically denied by the State in its counter affidavit, and are accordingly deemed to be admitted in terms of the settled principles of pleading embodied in Order VIII Rule 5 of the Code of Civil Procedure, 1908.



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43. It is further submitted that the State/ respondent no.1 has taken multiple, mutually destructive stands in the course of these proceedings, which itself demonstrates that its resistance to the claim is not bona fide; and that the belated objection to maintainability, raised for the first time in October 2025, is merely an attempt to protract the proceedings and defeat a legitimate claim on technical grounds. Reliance in this regard has been placed on the principles laid down in ***ABL International Ltd. v. Export Credit Guarantee Corpn. of India Ltd. & Ors.***, (2004) 3 SCC 553.

SUBMISSIONS ON BEHALF OF THE RESPONDENT NO.1 / STATE

44. Mr. Anil Kaushik, learned ASG appearing for the State, raised a preliminary objection to the maintainability of the present petition. It was submitted that the petition, in essence, seeks enforcement of a disputed contractual claim for professional fees, in the absence of any formal engagement or authorization letter issued by the State in favour of the petitioner, and that such a claim, involving disputed questions of fact, cannot be adjudicated under Article 226 of the Constitution.

45. In support of the submission that disputed questions of fact cannot be adjudicated in writ jurisdiction, reliance was placed on the decisions of the Supreme Court in ***Union of India v. T.R. Varma***, 1958 SCR 499; ***Mahant Moti Das v. S.P. Sahi***, 1959 Supp (2) SCR 563; ***Chairman, Grid Corpn. of Orissa Ltd. v. Sukamani Das***, (1999) 7 SCC 298; and ***Joshi Technologies International Inc. v. Union of India***, (2015) 7 SCC 728.

46. Reliance has further been placed upon Improvement Trust, ***Ropar v. S. Tejinder Singh Gujral***, 1995 Supp (4) SCC 577, contending that no writ



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petition can lie for recovery of an amount under a contract, and that there is no separate law for advocates in this regard. Reliance was also placed on ***New India Assurance Co. Ltd. v. A.K. Saxena***, (2004) 1 SCC 117, ***Ashok Airen v. Farmer Welfare and Agriculture Department***, W.P. No. 14594/2020 (passed by the Madhya Pradesh High Court), and on the order dated 10.07.2023 passed by the Supreme Court in ***Vijay Kumar Shukla v. State of U.P.***, W.P.(C) No. 217/2018, which *inter-alia* reads as under:

"We have a serious doubt whether a petition under Article 32 of the Constitution of India should be entertained at the instance of an advocate representing the State for recovery of his fees and that also when there is a serious dispute about the entitlement of the petitioner to receive fees based on certain bills. We are, therefore, unable to pass any further orders on this Writ Petition and the same is accordingly disposed of."

47. On facts, it was submitted that no formal appointment order or written instruction was ever issued by the Law and Legislative Affairs Department of the State to engage the petitioner in the matters in question; that the Law Department, *vide* its letters dated 02.05.2024 and 11.02.2026, confirmed that there is neither a record of the petitioner's appointment, nor of his bills, nor even of his appearance; and that the affidavits filed by the State, the Indore Development Authority and the M.P. Housing Board deny the engagement of the petitioner by the respective deponents.

48. It is submitted that while the petitioner claims fees for numerous hearings across the two matters, (i.e. the IDA matter and Housing Board matter), the minutes of the meeting dated 01.11.2025 record that the petitioner effectively appeared and argued on only two occasions in the IDA batch of matters; that the petitioner was, in any event, never engaged in the Housing Board matter, in which the Housing Board was represented by its



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own counsel; and that the statements of the then Chief Secretary and the then Standing Counsel establish that the petitioner was never engaged in the Housing Board matter.

49. It is further submitted that the fee bills themselves are suspect, inasmuch as all 35 bills were raised on a single date, i.e., 01.12.2019, several of them in advance, for conferences and appearances which had not yet taken place; and that on certain dates for which bills have been raised, the petitioner's appearance is not even marked in the order sheet.

50. It is further contended that no fee schedule was ever settled, approved or communicated with the petitioner; that the meeting dated 01.11.2025 established that neither the then Chief Secretary nor the then Standing Counsel had any information or instructions regarding the petitioner's fee; that the letter dated 08.01.2020, as a matter of record, merely establish that the bills "as raised" by the petitioner had been forwarded by the then Standing Counsel to the relevant authorities, without any verification of the petitioner's authority or the correctness of the amounts therein; and that under the notification dated 04.07.2012 issued by the Law and Legislative Affairs Department of the State, the fee payable to a Senior Panel Advocate for appearance and presenting arguments is Rs. 5,000/- per case per day, subject to a maximum of Rs. 15,000/- per day irrespective of the number of cases.

51. It is also submitted that the petitioner's own reliance on Order VIII Rule 5 CPC and on the rules of evidence, and his statement that he "leaves it to this Hon'ble Court to draw its own conclusions", are themselves an acknowledgment that the dispute is one requiring trial; and that, in any



event, unless the amount due to be paid is first determined, no direction for payment, as prayed, can be issued to the State.

REASONING AND CONCLUSION:

52. I have heard the submissions of the parties and perused the material on record.

Maintainability of the Writ Petition

53. The principles governing the exercise of writ jurisdiction of the matters involving monetary claims against the State, arising out of contractual relationship, are well settled.

54. In ***ABL International Ltd. v. Export Credit Guarantee Corpn. of India Ltd.***, (2004) 3 SCC 553, the Supreme Court, upon a review of the earlier authorities, observed as under:

"17. The above judgment of Gunwant Kaur [(1969) 3 SCC 769] finds support from another judgment of this Court in the case of Century Spg. and Mfg. Co. Ltd. v. Ulhasnagar Municipal Council [(1970) 1 SCC 582] wherein this Court held: (SCC p. 587, para 13)

"Merely because a question of fact is raised, the High Court will not be justified in requiring the party to seek relief by the somewhat lengthy, dilatory and expensive process by a civil suit against a public body. The questions of fact raised by the petition in this case are elementary.

18. This observation of the Court was made while negating a contention advanced on behalf of the respondent Municipality which contended that the petition filed by the appellant Company therein apparently raised questions of fact which argument of the Municipality was accepted by the High Court holding that such disputed questions of fact cannot be tried in the exercise of the extraordinary jurisdiction under Article 226 of the Constitution. But this Court held otherwise.

19. Therefore, it is clear from the above enunciation of law that merely because one of the parties to the litigation raises a dispute in regard to the facts of the case, the court entertaining such petition under Article 226 of the



Constitution is not always bound to relegate the parties to a suit. In the above case of Gunwant Kaur [(1969) 3 SCC 769] this Court even went to the extent of holding that in a writ petition, if the facts require, even oral evidence can be taken. This clearly shows that in an appropriate case, the writ court has the jurisdiction to entertain a writ petition involving disputed questions of fact and there is no absolute bar for entertaining a writ petition even if the same arises out of a contractual obligation and/or involves some disputed questions of fact.

27. From the above discussion of ours, following legal principles emerge as to the maintainability of a writ petition:

(a) In an appropriate case, a writ petition as against a State or an instrumentality of a State arising out of a contractual obligation is maintainable.

(b) Merely because some disputed questions of facts arise for consideration, same cannot be a ground to refuse to entertain a writ petition in all cases as a matter of rule.

(c) A writ petition involving a consequential relief of monetary claim is also maintainable."

55. It was further observed therein that the power to issue prerogative writs under Article 226 is plenary in nature, and that in a petition under Article 226 the High Court has discretion to entertain or not to entertain a writ petition. The Supreme Court in **ABL International** (supra) also adverted to the exposition in **Kumari Shrilekha Vidyarthi v. State of U.P.**, (1991) 1 SCC 212, to the effect that it is the nature of the State's personality, and not the contractual character of the function, which characterises all State action and attracts the discipline of Article 14.

56. In **Popatrao Vyankatrao Patil v. State of Maharashtra** (2020) 19 SCC 241, it was reiterated that while the High Court would normally be slow in entertaining a petition involving disputed questions of fact, this "is a rule of self-restraint and not a hard and fast rule". The Supreme Court in the said judgment has observed as under:

9. No doubt that, normally, when a petition involves disputed questions



of fact and law, the High Court would be slow in entertaining the petition under Article 226 of the Constitution of India. However, it is a rule of self-restraint and not a hard-and-fast rule. In any case, this Court in ABL International Ltd. v. Export Credit Guarantee Corpn. of India Ltd. [ABL International Ltd. v. Export Credit Guarantee Corpn. of India Ltd., (2004) 3 SCC 553] has observed thus : (SCC pp. 568-69, para 19)

“19. Therefore, it is clear from the above enunciation of law that merely because one of the parties to the litigation raises a dispute in regard to the facts of the case, the court entertaining such petition under Article 226 of the Constitution is not always bound to relegate the parties to a suit. In the above case of Gunwant Kaur [Gunwant Kaur v. Municipal Committee, Bhatinda, (1969) 3 SCC 769] this Court even went to the extent of holding that in a writ petition, if the facts require, even oral evidence can be taken. This clearly shows that in an appropriate case, the writ court has the jurisdiction to entertain a writ petition involving disputed questions of fact and there is no absolute bar for entertaining a writ petition even if the same arises out of a contractual obligation and/or involves some disputed questions of fact.”

11. It could thus be seen, that even if there are disputed questions of fact which fall for consideration but if they do not require elaborate evidence to be adduced, the High Court is not precluded from entertaining a petition under Article 226 of the Constitution. However, such a plenary power has to be exercised by the High Court in exceptional circumstances. The High Court would be justified in exercising such a power to the exclusion of other available remedies only when it finds that the action of the State or its instrumentality is arbitrary and unreasonable and, as such, violative of Article 14 of the Constitution of India. In any case, in the present case, we find that there are hardly any disputed questions of facts.”

57. The decisions relied upon by the respondent no.1/ State delineate the circumstances in which the rule of self-restraint would ordinarily be applied. In **T.R. Varma** (supra), the disputed question was whether a delinquent had been prevented from cross-examining witnesses in a departmental enquiry, a question which turned entirely on contested oral testimony. In **Mahant Moti Das** (supra), the questions involved investigation of complicated facts and



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recording of evidence. In **Joshi Technologies** (supra), likewise, the Supreme Court held that where the disputed facts can be satisfactorily tested only by taking detailed evidence, involving examination and cross-examination of witnesses, the writ court may relegate the parties to a civil suit. In **Sukamani Das** (supra), it was held that where disputed questions of fact as to negligence and the circumstances giving rise to the claim required examination of evidence, the same could not properly be adjudicated in writ proceedings on the basis of affidavits alone.

58. The principle which emerges is not that the existence of a factual dispute ousts writ jurisdiction, but that the writ court will decline to embark upon an adjudication which genuinely requires trial. Where, however, the material facts stand established by contemporaneous official records and by the admissions of the respondent's own functionaries, there is no factual controversy of the kind which requires evidence, and the rule of self-restraint is not attracted. The proposition that a writ court will not adjudicate disputed questions of fact is not intended to, and cannot, operate as a device by which a litigant, least of all, the State, may defeat the jurisdiction of the writ court by the simple expedient of raising disputes. If the same is permitted, the guarantee of Article 226 would be rendered illusory at the option of the respondent. Whether a "dispute" is a genuine dispute requiring trial, or a bare denial belied by the record, is precisely what the writ court must itself examine on the basis of the attendant facts and circumstances.

59. It is apposite to refer to the next line of authority, commencing with **Improvement Trust, Ropar** (supra), as relied on by the respondent no.1/ State specifically concerning claims by advocates for their professional fees. In the said decision, the Supreme Court, *inter alia*, held as under:



"3. We find that the High Court had allowed the writ petition filed by the respondent-advocate for the recovery of his professional fees from the petitioner. No writ petition can lie for recovery of an amount under a contract. The High Court was clearly wrong in entertaining and allowing the petition. There is no separate law for the advocates...."

60. Further, in **A.K. Saxena** (supra), where counsel for the claimant-advocate insisted that full fees for all matters must be paid, and the client-corporation asserted that no fees were payable at all, the Supreme Court observed that it was not for the writ court "to adjudicate upon such a disputed question of fact". In **Vijay Kumar Shukla** (supra), the Supreme Court declined to pass orders where "there is a serious dispute about the entitlement of the petitioner to receive fees based on certain bills". The decisions of the High Courts relied upon by the State are stated to apply the same principle.

61. The common thread running through the aforesaid decisions is the existence of a genuine and serious dispute as to the very entitlement of the advocate, requiring evidence to resolve the issue. None of the said decisions lays down that an advocate's claim against the State for professional fees is, as an inflexible rule, beyond the pale of Article 226 regardless of the state of the record. Such a reading would place advocates in a position worse than that of every other citizen, for whom, in terms of **ABL International** (supra), a writ involving a monetary entitlement against the State is maintainable in an appropriate case. The same would also be incompatible with the very observation in **Improvement Trust, Ropar** (supra) that "there is no separate law for the advocates". That observation cuts both ways i.e., an advocate is



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neither entitled to a special dispensation, nor liable to be subjected to a special disability.

62. There is a further aspect. The entire premise of the State's reliance on **Improvement Trust, Ropar** (supra) [which speaks of recovery of an amount "under a contract"] and its characterisation of the claim in the present petition as a "disputed contractual claim", is that a contractual relationship of counsel and client subsisted between the petitioner and the State. The State cannot invoke the contractual character of the claim for the purposes of ousting writ jurisdiction, while simultaneously denying that any engagement ever came into existence.

63. This Court had occasion to consider a materially similar controversy in **Ravi Prakash Mehrotra v. Delhi Development Authority**, 2026 SCC OnLine Del 2122, wherein an advocate's petition for his outstanding professional fees was resisted on the strength of the very same authorities as are pressed by the State herein, including **Improvement Trust, Ropar** (supra), **A.K. Saxena** (supra) and **Vijay Kumar Shukla** (supra). Upon finding that the engagement, the services rendered and the applicable rate stood established from the record, this Court repelled the objection to maintainability and allowed the petition. In doing so, this Court noticed, *inter alia*, the observations rendered by this Court in **Pabitra Roychaudhuri v. Commissioner of VAT**, 2021 SCC OnLine Del 3571, which reads as under:

"Under no circumstances should a counsel who has been engaged by the Government / Department be forced to sue his/her own client, especially a government or its agency, and seek legal remedies for seeking clearance of his/her professional fee."



64. In **Ravi Prakash Mehrotra** (supra) this Court also took note of the observations of the Supreme Court in **State of U.P. v. Gopal K. Verma**, Civil Appeal Nos. 2142-2143 of 2024, wherein it was observed as under:

"If this scenario of creating a situation where the Advocate is compelled to approach the Court of law to recover fees from the State of Uttar Pradesh continues, it will discourage the talented Members of the Bar from appearing for the State of Uttar Pradesh. We, therefore, hope and trust that a proper and rational policy is effectively implemented so that the fees of the Advocates representing the State will be paid promptly and within a reasonable time."

65. This Court also noted the decision of the Kerala High Court in **Mathew B. Kurian. Partner, M/s Peter and Karunakar, Lawyers v. National Council for Teacher Education**¹, 2025 SCC OnLine Ker 3462,

¹ 9. The respondents' counsel argued that the writ petition is not maintainable due to disputed questions of fact. In *State of T.N. v. R. Thillaivillalan* [*State of T.N. v. R. Thillaivillalan*, 1991 SCC OnLine SC 359 : AIR 1991 SC 1231] and *James Koshy v. Kerala SRTC* [*James Koshy v. Kerala SRTC*, 1999 SCC OnLine Ker 355 : (1999) 3 KLT 533] courts have held that petitions by advocates for unpaid professional fees against State instrumentalities are maintainable under Article 226, unless complex factual issues prevent adjudication. The Supreme Court has consistently reiterated that the presence of disputed questions of fact does not by itself bar the exercise of writ jurisdiction under Article 226. The proposition that a petition under Article 226 must be rejected simply on the ground that it cannot be decided without determining the disputed question of fact is not warranted by any provisions of law nor by any decision of court and such a proposition as an inflexible rule of law or of discretion will necessarily make the provisions of Article 226 wholly illusory and ineffective, and that on occasions, such an approach is dictated by considerations of convenience, rather than a rigid rule calling for universal application.

10. Judicial review remains warranted in cases of perceived arbitrariness, regardless of contractual complexity or factual disputes. Article 226 does not, in terms, impose any limitation or restraint on the exercise of power to issue writs which turns on entertainability and not maintainability. Thus, the High Court has jurisdiction to entertain petitions involving factual disputes, especially when State agencies act arbitrarily or violate constitutional guarantees. The authority to issue writs under Article 226 is plenary, and limitations only arise where explicitly provided by the Constitution. Courts can, on occasion, assess disputed facts where justice demands, underscoring that the so-called "hands-off" approach is not absolute, but context-dependent.

11. Adopting any other position would imply that an advocate, who has diligently represented a client throughout the entirety of a case, would be compelled to initiate a separate suit against his own client, incurring court fees and navigating the constraints of the period of limitation. Such an approach would impose an unwarranted burden on legal professionals, forcing them into such strained circumstances unless the matter involves complex issues requiring factual adjudication. This would undermine the very essence of legal practice, where the advocate's role is to serve the client's interests without the needless complication of parallel proceedings, save for circumstances that genuinely demand detailed factual examination.

12. In the instant case, there is no dispute that there was an engagement by NCTE. There is no dispute that 590 cases have been disposed of. There is no allegation that the lawyer concerned had not appeared or that the cases had not been disposed of. Only ten cases are shown where the NCTE is not a party. Under such



holding that petitions by advocates for unpaid professional fees against State instrumentalities are maintainable under Article 226 unless complex factual issues genuinely prevent adjudication, and observing that any other position would compel an advocate, who has diligently represented a client, to initiate a separate suit against his own client. It was observed that the same was an unwarranted burden which undermines the very essence of the advocate-client relationship.

66. The question of maintainability, therefore, resolves itself into the question whether the present case involves disputed questions of fact of a nature which genuinely require trial, or whether the material facts stand established on the basis of contemporaneous records and the admissions of the State's own functionaries. For the reasons set out hereinbelow, the latter is emphatically the case. The preliminary objection is accordingly rejected.

67. It may also be noted that the objection as regards maintainability of the present petition was raised for the first time in November 2025, nearly four years after the institution of the present petition, after the State had filed a counter affidavit on merits, participated in the proceedings throughout, and after the Advocate General of the State had been requested by this Court to resolve the matter.

68. While an objection going to the root of jurisdiction can be raised at any stage, the exercise of jurisdiction under Article 226 in such matters is a matter of discretion of this Court. The conduct of the State in contesting the matter on merits for years, and in raising the objection regarding

circumstances, there is no justification at all for non-payment of the agreed fees to the petitioner for the services rendered. Nothing on record shows any communication issued by the NCTE to Late Advocate V.M. Kurian calling for any details or complaining that the disposal of the cases was not intimated or that the certified copies were not given.



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maintainability only when its own inquiries yielded inconvenient results, is a relevant consideration in the exercise of that discretion.

Engagement and Appearance of the Petitioner:

69. At the outset, it is necessary to take note of what stands established from the record of the Supreme Court, since the same constitutes the foundation of the present adjudication and cannot be refuted by either party.

70. As noticed hereinabove, the order sheets/record of proceedings of the Supreme Court record the appearances of the petitioner as Senior Advocate on fourteen dates from 16.10.2019 to 11.12.2019.

71. By way of illustration, the record of the proceedings dated 19.11.2019 passed by the Supreme Court in the IDA batch matters, records, in a single block, the following appearances:

Mr. Anoop George Chaudhari, Sr. Adv.
Mr. Avishkar Singhvi, Adv.
Mr. Harsh Parashar, Adv.
Mr. Nipun Katyal, Adv.
Mr. Rahul Kaushik, AOR
Mr. Dhruv Surana, Adv.
Ms. Tanvi Bhatnagar, Adv.

72. The petitioner's name thus appears at the head of a block which includes Mr. Harsh Parashar, admittedly the Standing Counsel for the State of Madhya Pradesh at the relevant time; Mr. Rahul Kaushik, who, as per the written note of Mr. Parashar himself, was "the Senior most AOR" of the State to whom the matters of the Revenue Department were assigned. In the very same record of proceedings, Mr. Sanjay Kapur, AOR, whom the Indore Development Authority, in its reply, acknowledges as counsel engaged by it, appears in a separate and distinct block; and Mr. Pramod Dayal, AOR, who, on the Housing Board's own account, appeared for the Housing Board, likewise appears in a separate and distinct block.



73. The record of proceedings dated 19.11.2019 goes further, and records, in the body of the order itself, as under:

"Mr. Tushar Mehta, learned Solicitor General of India, resumed his arguments and concluded at 2.35 P.M. Thereafter Mr. Anoop George Chaudhari, learned senior counsel, made his submissions for some time. Thereafter, Ms. Pinky Anand, learned Additional Solicitor General of India, commenced her arguments at 3.10 P.M. and concluded at 3.45 P.M. ..."

74. Likewise, the order dated 11.12.2019, whereby the Constitution Bench concluded the hearing and reserved judgment, records as under:

"Heard Mr. Tushar Mehta Solicitor General, Ms. Pinky Anand, Learned Additional Solicitor General, Mr. Anoop George Chaudhari Learned Senior Counsel and Ms. Shashi Kiran Learned Counsel. Hearing Concluded. Judgement Reserved. Written Submission, if any be filed by 18.12.2019."

75. The judgment of the Constitution Bench, reported as **Indore Development Authority v. Manoharlal & Ors.**, (2020) 8 SCC 129, records, the following, in paragraph 8 thereof:

"On behalf of the Union, the States and various acquiring bodies and development authorities, Mr. Tushar Mehta, learned Solicitor General (who led the arguments, hereafter 'SG'), Ms. Pinky Anand, learned Additional Solicitor General (hereafter 'ASG'), Mr. Anoop Chaudhary and Mr. Jayant Muthuraj, learned Senior Counsel, Ms. Shashi Kiran, Ms. Rachna Srivastava, Mr. R.M. Bhangade and Mr. Rajesh Mahale, learned counsel, made their submissions."

76. Further, the order of the Constitution Bench dated 04.12.2019 records the de-tagging of the Housing Board matter (Civil Appeal Nos. 19532-19533 of 2017) from the IDA batch, on the ground that it did not involve the interpretation of Section 24(2) of the 2013 Act. The petitioner's appearance is recorded on the said date as well. This bears out the petitioner's case that the Housing Board matter remained tagged with, and was being heard along



with, the IDA batch during the period of his appearances, until its de-tagging was ordered on 04.12.2019.

77. Therefore, the appearances, as reflected in the record of proceedings leave no manner of doubt that the petitioner appeared for the State of Madhya Pradesh.

78. The significance of the aforesaid record can hardly be over emphasised. The recording of appearances in the Supreme Court is not an informal or casual exercise. Under Order IV Rule 1(b) of the Supreme Court Rules, 2013, no Advocate other than the Advocate on record for a party can appear, plead and address the Court in a matter unless he is instructed by the Advocate on Record or permitted by the Court.

79. The appearance of the counsel is recorded in the record of the proceedings on the basis of appearance slip furnished by the Advocate on Record. In **Supreme Court Bar Association v. State of U.P.**, (2025) 6 SCC 447, the Supreme Court, while directing strict adherence to the regime of appearance slips in Form No. 30, observed, *inter alia*, as under:

“18. It is noticed by us that in many cases the Advocate-on-Record would merely lend his/her name without any further participation in the proceedings of the case. The Advocate-on-Record would be seldom found present along with the Senior Advocate. The appearance slip in the prescribed Form No. 30 would also not have been given showing the correct appearances. We cannot resist ourselves from observing that every vakalatnama or Memorandum of Appearance filed in a case by the Advocate-on-Record carries lot of responsibility and accountability.”

80. From the aforesaid, two consequences follow. Firstly, that a Senior Advocate cannot thrust his own appearance upon a party in the Supreme Court; his appearance can be recorded only through, and upon the instructions of, the Advocate-on-Record of that party. Therefore, the petitioner's appearance having been recorded on fourteen dates in the block



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of the State's Standing Counsel and the State's Advocate-on-Record, the inescapable inference is that his appearance was given, on each such date, by the State's own authorized representatives. Secondly, if, as is now sought to be contended, the petitioner's appearances were unauthorized, it was incumbent upon the State to have promptly sought correction of the record of proceedings, or at the very least to have lodged a contemporaneous protest. Far from doing so, the State did not, at any point over more than six years, seek any review, modification or correction of the fourteen order sheets or of the reported judgment of the Constitution Bench which records the petitioner's submissions. The State cannot approbate and reprobate, i.e., it cannot retain the benefit of proceedings in which the petitioner represented it, while simultaneously disowning his very engagement.

81. It is pertinent to note that the State, in its written submissions dated 08.05.2026, has not disputed the record of the Supreme Court. It is stated therein as under :

However, the factual inconsistencies are related not to whether his name appeared on the order sheet, but as to whether he was actually engaged by the State, or whether a fee schedule was ever communicated or approved by the competent authority, or other public bodies, to represent them. The Respondents, for the sake of repetition, reiterate that the Petitioner's very engagement in the matter is disputed.

82. The admission implicit in the first sentence of the aforesaid extract is that the State accepts that the petitioner's name appears in the order sheets of the Supreme Court. What the State disputes is authorization and the fee schedule. Those disputes are dealt with hereinafter; but the factum of appearance (on fourteen dates), before a Constitution Bench, with the Court itself twice recording that the petitioner was heard, stands beyond controversy on the State's own showing.

83. It is also evident that the petitioner appeared for the State of Madhya



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Pradesh. On each date the petitioner's appearance appears in the block comprising the State's Standing Counsel and the State's Advocate-on-Record, while the IDA and the Housing Board were separately represented, in distinct blocks, through Mr. Sanjay Kapur, AOR and Mr. Pramod Dayal, AOR respectively.

84. Each appearance bill, in both matters, expressly recites that the fee is "*for appearance ... before Constitution Bench of the Supreme Court on behalf of Respondent State of M.P.*"; and every bill, without exception, is addressed to Mr. Harsh Parashar, the then Standing Counsel for the State of Madhya Pradesh.

85. Quite apart from the record of proceedings of the Supreme Court, the engagement of the petitioner is evident from the materials placed on record in these proceedings.

86. Insofar as the IDA matter is concerned, the engagement of the petitioner on behalf of the State stands admitted in terms by Mr. SR Mohanty, the State's own then Chief Secretary. The report/proceedings dated 01.11.2025 of the meeting presided over by the learned Advocate General of the State, (a document prepared and filed by the State itself, and taken on record vide order dated 03.11.2025), records the statement of Mr. S.R. Mohanty, the then Chief Secretary, as under:

"Mr. Mohanty in his response said that he recalls that a constitutional bench was presiding in one State of Madhya Pradesh matter, in which he had been told by someone that a senior counsel had to appear in the matter. Pursuant to which Mr. Mohanty was told that the Petitioner herein was being engaged in the Indore Development Authority matter. ... Mr. Mohanty had stated that the State wanted to engage [another Senior Counsel] to appear and argue on behalf of the state of Madhya Pradesh in the Indore Development matter, but due to the non-availability of the aforesaid Counsel, the petitioner herein was engaged on behalf of the State. Subsequently the then Principal Secretary-Law had informed the Chief Secretary Mr. Mohanty, that Mr. Anoop George



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Chaudhari, Sr. Counsel, the petitioner herein will be appearing in the Indore Development Authority matter."

87. Paragraph 5 of the aforesaid report/proceedings dated 01.11.2025 records the statement of Mr. Harsh Parashar, the then Standing Counsel, concluding as under:

"In conclusion Mr. Parashar has stated that the fact that a senior advocate had to be engaged in Indore Development matter was clear to everyone and further that he had never received any instructions or note sheet recommending name of the petitioner Shri Chaudhary in any of these matters specifically."

88. Further, paragraphs 7 and 9 thereof record as under:

"7. That it is unequivocally established that no Schedule of fees whether for conference or for appearance was ever settled or approved by Mr. Mohanty, Mr. Parashar, or by any concerned department, either orally or in writing.

.....

9. That, during the meeting it was indicated by Mr. Mohanty, that the bills relating to the Petitioner's effective hearings ... in the Indore Development Authority matter may be processed and settled by the concerned department, on the basis of prevailing rates at the time, in the State of Madhya Pradesh for engaging a Senior Advocate before Hon'ble Supreme Court of India, in the absence of any formally agreed fee structure either orally or in writing between the parties."

89. Thus, the then Chief Secretary, the very officer at whose instance the engagement is stated in paragraph 3 of the petition to have been made, has admitted (in paragraph 4 of the report/proceedings dated 01.11.2025), in terms, that "the petitioner herein was engaged on behalf of the State" in the IDA matter, upon the unavailability of the Senior Counsel first proposed, and that the Principal Secretary (Law) informed him that the petitioner would be appearing. Secondly, the then Standing Counsel has stated that the need to engage a Senior Advocate in the IDA matter "was clear to everyone". Thirdly, the then Chief Secretary went further and accepted that the petitioner's bills in the IDA matter "may be processed and settled by the



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concerned department" at the prevailing rates for engaging a Senior Advocate before the Supreme Court. The same constitutes an acknowledgment of the liability of the State to pay for the petitioner's services. In the face of this document, the assertion in the State's written submissions dated 08.05.2026 that the petitioner's "very engagement in the matter is disputed" is untenable, being directly contrary to the State's own record, and is hereby rejected.

90. In so far as the Housing Board matter is concerned, the position is no different. The written note of Mr. Harsh Parashar, submitted before this Court on 13.10.2025 narrates, *inter alia*, that: (i) by his letter dated 27.03.2019, Mr. Parashar sought instructions from the Principal Secretary (Revenue) and the Principal Secretary (Law) for the engagement of a Senior Advocate on behalf of the State of Madhya Pradesh in SLP (C) Nos. 7114-15/2016 (M.P. Housing Board v. Malwa I.T. Park & Ors.), and forwarded the fee structure of the Senior Advocate proposed; (ii) he followed up by a further letter dated 01.04.2019; (iii) no written or oral response was received from the State to either of the communications; (iv) during the hearings in October-November 2019, the petitioner, who is a former Advocate General of the State, met him at the Supreme Court and indicated that he had received a personal request from senior officers of the State of M.P. to appear in the matter; (v) upon this intimation, Mr. Parashar briefed the petitioner on the Housing Board matter, being the only matter of which he had the pleadings/brief; and (vi) in January 2020, the offices of the petitioner gave bills to his office, which he forwarded, issuing the letter dated



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08.01.2020 to the petitioner's office. The note also records, in its summing up:

"That, upon the Petitioner Sr Advocate, the Former Advocate General's contention to the undersigned that Sr Officers of the State have personally indicated to him to appear in the matter, thereafter the undersigned briefed him on SLP Civil 7114-15/2025 M.P. Housing Board v Malwa IT Park & Others Only."

91. The Standing Counsel's own account, therefore, is that he briefed the petitioner in that matter upon being informed of the instructions of the senior officers of the State, and thereafter processed his bills onward to the State. The petitioner's appearance in the tagged proceedings up to and including 04.12.2019 (the date of de-tagging) is a matter of the Supreme Court's record. The letter dated 08.01.2020 issued by Mr. Harsh Parashar, extracted hereinabove in paragraph 15, expressly identifies both matters by their case numbers viz. "SLP Civil No. 9036-38 of 2016" and "Civil Appeal 19532-33 of 2017", and records the forwarding of the bills of both matters to the Principal Secretary (Law) and the Principal Secretary (Revenue) "for remittance of fees as raised in the fee bills". The same amounts to a clear contemporaneous confirmation of the petitioner's engagement and appearances in both matters, emanating from the State's own Standing Counsel.

92. It is true that the note of Mr. Parashar seeks to distance from petitioner's engagement, by asserting that he received no written instructions to engage the petitioner; that the petitioner approached him rather than the other way round; and that the invoices were "simply forwarded" without comment. However, none of these qualifications assist the State. Irrespective of where the initiative for the briefing came from, the



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operative fact remains that the State's Standing Counsel briefed the petitioner, the State's Advocate-on-Record gave his appearance to the Supreme Court on fourteen dates, and the State's Standing Counsel transmitted his bills to the State for payment. A Standing Counsel does not brief a Senior Advocate in the State's brief, and repeatedly cause his appearance to be given before a Constitution Bench, as a matter of idle courtesy.

93. The plea that no formal appointment order or written instruction exists in the records of the Law Department of the State, and the letters dated 02.05.2024 and 11.02.2026 of the Law Department to that effect, cannot avail the State. The absence of a written appointment order in the State's records is a reflection on the State's own record-keeping and internal processes; it is not a circumstance which can be put against counsel who was, in fact, engaged, briefed and put up to argue before the Constitution Bench by the State's own officers and standing counsel. Both the petitioner's supplemental note and the note of Mr. Parashar explain that the IDA batch matters were taken up suddenly, leaving no occasion for the usual formalities. The State cannot be permitted to convert its own administrative default into a defence, and plead "disputed questions of fact".

94. The position which emerges is that the State accepted, and obtained the benefit of the petitioner's professional services. It permitted his appearance to be given, through its own Advocate-on-Record and alongside its own Standing Counsel, on fourteen dates before the Constitution Bench; it permitted him to address the Bench; it took the benefit of the judgment which records his submissions; and it never sought correction of any of the fourteen order sheets or of the reported judgment. Its own Standing Counsel-



cum-Advocate-on-Record received the petitioner's bills and forwarded them for "remittance of fees as raised"; the State's own Chief Secretary has admitted the engagement of the petitioner and accepted that the bills be processed. Having so conducted itself, the State cannot now turn around and set up its own subsequent, mutually contradictory denials [each refuted by its own documents or by the Supreme Court's record] as "disputed questions of fact" warranting the relegation of the petitioner to a civil suit.

95. In **R.N. Gosain v. Yashpal Dhir**, (1992) 4 SCC 683, the Supreme Court held as under:

"Law does not permit a person to both approbate and reprobate. This principle is based on the doctrine of election which postulates that no party can accept and reject the same instrument and that "a person cannot say at one time that a transaction is valid and thereby obtain some advantage, to which he could only be entitled on the footing that it is valid, and then turn round and say it is void for the purpose of securing some other advantage". [See : Verschures Creameries Ltd. v. Hull and Netherlands Steamship Co. Ltd. [(1921) 2 KB 608, 612 (CA)] , Scrutton, L.J.] According to Halsbury's Laws of England, 4th Edn., Vol. 16, "after taking an advantage under an order (for example for the payment of costs) a party may be precluded from saying that it is invalid and asking to set it aside". (para 1508)."

96. In **State of Punjab v. Dhanjit Singh Sandhu**, (2014) 15 SCC 144, it was reiterated that the doctrine of approbate and reprobate is a species of estoppel which applies to the conduct of parties, and that a party which has accepted and derived benefit from a state of affairs cannot thereafter challenge it.

97. A disputed question of fact, for the purposes of the rule of self-restraint under Article 226, must be a genuine dispute, i.e., one which arises from the record and requires evidence to resolve. A "dispute" which is manufactured by a party's own shifting stands, and each limb of which is



contradicted by that party's own contemporaneous documents, cannot be characterised as a disputed question of fact. The objection founded on "disputed questions of fact" fails on this ground as well.

THE EXTENT OF SERVICES RENDERED: THE "TWO EFFECTIVE HEARINGS" PLEA

98. The contention that the petitioner "effectively" appeared on only two occasions is contrary to the record.

99. The minutes dated 01.11.2025 identify the two "effective" dates as 19.11.2019 and 12.12.2019. The record of the Supreme Court establishes that the hearing concluded, and judgment was reserved, on 11.12.2019; there was no hearing on 12.12.2019 at all.

100. More importantly, there is no warrant for the presumption that a Senior Advocate engaged in a part-heard final hearing before a Constitution Bench is remunerable only for the dates on which he made his submissions. The petitioner's appearance on each of the fourteen dates is recorded by the Supreme Court itself; on at least two of those dates (19.11.2019 and 11.12.2019), the orders record, in terms, that he made submissions and was heard. His entitlement to be remunerated, extends to each date of engagement in the matter, and is not confined to the dates of his own oral submissions.

THE SHIFTING STANDS OF THE STATE

101. It is necessary to separately take note of the succession of mutually irreconcilable positions taken by the State and its departments, each of



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which stand refuted by the State's own documents or by the record of the Supreme Court. The same has bearing, both on the bona fides of the State and on the exercise of jurisdiction under Article 226 of the Constitution of India.

102. In its counter affidavit dated 16.05.2023, the State's sole pleaded defence was that the petitioner had been engaged by the IDA and the M.P. Housing Board. As discussed hereinabove, this stand admitted the engagement and the appearances of the petitioner, and merely deflected the liability thereof. On the other hand, the IDA took a clear stand in its Counter Affidavit that the Petitioner was engaged to appear on behalf of the State.

103. The Law Department's letter dated 02.05.2024 asserted that there is no record of the appointment of the petitioner, nor a record of bills presented by the Petitioner to Mr. Harsh Parashar. This assertion is irreconcilable with the Standing Counsel's own letter dated 08.01.2020, whereunder those very bills stood forwarded to the Principal Secretary (Law) himself for remittance.

104. In the meeting dated 01.11.2025, convened by the learned Advocate General at this Court's instance, the then Chief Secretary admitted the engagement of the petitioner on behalf of the State in the IDA matter, and accepted that his bills for that matter may be processed and settled at prevailing rates. The State's written submissions dated 08.05.2026, filed thereafter, nonetheless asserted that the petitioner's "very engagement in the matter is disputed".

105. The Law Department's letter dated 11.02.2026, extracted hereinabove, went so far as to assert that "there is no record of Senior Advocate Shri Anoop George Choudhary appearing before the Hon'ble



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Supreme Court", and that another advocate "represented the State of Madhya Pradesh" in the SLP (C) No. 9036/2016. The assertion that there is "no record" of the petitioner's appearance is falsified by fourteen order sheets of the Supreme Court and by paragraph 8 of the reported judgment of the Constitution Bench.

106. The State has simultaneously maintained that the petitioner was never engaged, and that he was engaged but appeared "effectively" on only two dates. The two pleas cannot coexist.

107. When this Court, by order dated 23.03.2026, requested the State to provide information as to the recent matters in which the petitioner had authorisedly appeared for the State together with the fees paid to him, information which would have enabled an objective comparison, the State's response (in its application dated 08.04.2026) was that despite a "comprehensive and exhaustive exercise", it "has been unable to conclusively ascertain the same". Such a stand is clearly untenable.

108. A litigant who takes such shifting and self-contradictory positions invites the drawing of an adverse inference. The matter assumes greater seriousness where the recalcitrant party is the State. The State is expected to be a model litigant. Its defence in these proceedings has instead exemplified bureaucratic passing of the buck, with each department and instrumentality disclaiming responsibility and pointing to another, while the admitted beneficiary of the petitioner's services declines to pay. Such conduct deserves to be strongly deprecated.

QUANTUM OF THE FEE BILLS AND THE ENTITLEMENT OF THE PETITIONER:



109. The findings recorded hereinabove establish the petitioner's engagement by the State of Madhya Pradesh, and rendering of professional services by him. The question which remains is the quantum payable.

110. The appearance bills of the petitioner claim Rs.5,50,000/- together with clerkage at the rate of 10%, per appearance, amounting to Rs. 6,05,000/- per appearance. The State's contention is that this rate was never agreed or sanctioned. Such stand of the State cannot be countenanced, for reasons enumerated hereunder.

111. The petitioner had made an averment on oath that the fee was conveyed to the standing counsel before the hearing commenced. In the affidavit filed on behalf of the petitioner, pursuant to order dated 03.11.2025, it has been specifically averred as under:

"The Petitioner had conveyed to Mr. Harsh Parasher as to what fees would be charged for appearances & conferences before commencement of the hearings. No Senior Counsel would begin appearing without first settling the fees. The letter dated 08.01.2020 clearly indicates that the fee bills were in consonance with the terms and conditions conveyed to the Standing Counsel prior to the commencement of the hearings of the Constitution Bench matter. It goes without saying that the Standing Counsel would only forward the fee bills which were raised as per agreed terms and that is why the standing counsel in his letter dated 08.01.2020 has mentioned that the fee bills have been forwarded to PS law and PS revenue for "remittance as raised." The usual procedure for any standing counsel is to first verify the fee bills before forwarding them, that the fees has been claimed as per appearance on agreed terms."

112. The aforesaid averment of the petitioner on affidavit stands un rebutted. The only person who could have denied it, viz., Mr. Parashar (the then Standing Counsel for the State) has submitted a written note which conspicuously does not deny it.



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113. The bills were raised during the currency of the engagement i.e. on 01.12.2019, while Constitution Bench was still hearing the matter. The rate of appearance was thus disclosed, at a point when the State could have objected, re-negotiated or discontinued the engagement. Instead of doing so, the petitioner's services continued to be availed on 03.12.2019, 04.12.2019, 10.12.2019 and 11.12.2019. The bills were received by the very persons who had engaged and briefed the petitioner, viz., the Standing Counsel and the Advocate-on-Record. c

114. The said Standing Counsel, *vide* letter dated 08.01.2020, forwarded them to the Principal Secretary (Law) and the Principal Secretary (Revenue) "for remittance of fees as raised in the fee bills". The language of the communication is unqualified and unconditional. The Principal Secretary of Law and Principal Secretary of Revenue were called upon to remit the fee 'as raised'.

115. For many years thereafter, no communication of any description was addressed to the petitioner disputing the rate, whether by the Standing Counsel or by any official of the State of Madhya Pradesh.

116. The State has relied upon the Notification dated 04.07.2012 filed along with CM APPL. 23681/2026. The same prescribes the fee payable to Standing Counsel and Senior Panel Advocates. The petitioner falls in none of these categories. It is not even the case of the State that a specially engaged designated senior advocate was governed by the said schedule.

117. In the record of the discussions that took place in the meeting held pursuant to the order dated 13.10.2025 passed by this Court, as filed by the State, it was recorded as under :



Mr. S.R. Mohanty in his response said that he recalls that a constitutional bench was presiding in one State of Madhya-Pradesh matter, in which had he had been told by someone that a senior counsel had to appear in the matter. Pursuant to which Mr. Mohanty was told that the Petitioner herein was being engaged in the Indore Development Authority matter. Mr. Mohanty clearly stated that the Petitioner was never engaged in the Housing Board Appeal or the any of the bunch matters therein. Mr. Mohanty had stated that the State wanted to engage Mr. Abhishek Manu Singhvi, Sr. Counsel to appear and argue on behalf of the state of Madhya Pradesh in the Indore Development matter, but due to the non-availability of the aforesaid Counsel, the petitioner herein was engaged on behalf of the State. Subsequently the then Principal Secretary-Law had informed the Chief Secretary Mr. Mohanty, that Mr. Anoop George Chaudhari, Sr. Counsel, the petitioner herein will be appearing in the Indore Development Authority matter. Mr. Mohanty further stated that he at no point had any instructions or information either oral or in writing with respect to the Petitioner's fee structure for the aforesaid matter. In conclusion Mr. Mohanty stated the Mr. Anoop George Chaudhari, Sr. Counsel, the petitioner herein to his knowledge had only been engaged in the Indore Development Authority matter and not in the Housing Board Appeal.

The same clearly suggests that the engagement of the senior counsel for the purpose of hearing before the Constitution Bench was outside the purview of notification dated 04.07.2012.

118. *Vide* order dated 23.03.2026, it was, *inter alia*, directed as under:

5. The State of Madhya Pradesh is requested to provide information as to the recent most matters in which the petitioner authorisedly appeared for the State, together with the amount of fees paid to the petitioner for the said appearance/s.

119. Pursuant to the aforesaid direction, the State filed CM APPL. 23681/2026, wherein it was averred as under:



3. That pursuant to the aforesaid order, the Respondent herein undertook a comprehensive and exhaustive exercise to ascertain the professional fees paid to the Petitioner in matters wherein the Petitioner had duly appeared on behalf of the Respondent/State of Madhya Pradesh and its functionaries during the relevant period. It is respectfully submitted that, despite such efforts, the Respondent/State has been unable to conclusively ascertain the same.

120. The information sought concerned the State's own engagements and its own disbursements, and was therefore information which ought to have been available with the State. Yet, the requisite particulars were not furnished, and the State took the stand extracted above. A public authority cannot dispute the only contemporaneous rate before the Court and then cite its own inability to retrieve the best evidence capable of contradicting the rate.

121. Arbitrariness and unreasonableness are writ large in the stand of the State. After having availed the services and having failed to object for several years in the aftermath of the bills being raised, and having failed to preserve or produce the records which could contradict the rate of fee claimed, the State seeks to take advantage of its own administrative lapses/lacunae, by seeking to take refuge behind a hollow plea of "disputed questions of fact". This Court cannot countenance such a position being taken by any State/ public authority.

122. In the circumstances, the rate of Rs. 6,05,000/- per day of appearance, disclosed in the fee bills of the petitioner raised in December 2019, transmitted for remittance "as raised" in January 2020, and never disputed for years thereafter, is liable to be accepted. It is held accordingly.

123. However, this Court is not inclined to accept that the petitioner was entitled to raise separate fee bills for appearances in the IDA and Housing



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Board Matters, listed on the same date. The matters were being heard together before the same Constitution Bench on every date of hearing. There is no warrant/justification for the petitioner charging separate appearance fee for the IDA and MP Housing Board matter. The same course was adopted by this Court in **Ravi Prakash Mehrotra** (supra), where bills raised twice over in respect of a single hearing across connected matters were excluded from the direction for payment.

124. Accordingly, a single appearance fee of Rs. 6,05,000/- is allowable for each day of recorded appearance and the second (duplicated) bills for appearance on the same day in the connected matter, is disallowed.

125. Further, this Court is unable to accept that the conference fee as claimed by the petitioner are payable unlike the appearances which are corroborated by the record of the Supreme Court. There is no authentic record or admission regarding the holding of the conferences, and that too, to the extent claimed.

126. In the circumstances, the petitioner is held entitled to appearance fee at the rate of Rs. 6,05,000/- for each of the hearings in which his appearance is reflected in the record of the Supreme Court and in respect of which an appearance bill was raised, viz., 16.10.2019, 23.10.2019, 06.11.2019, 07.11.2019, 19.11.2019, 20.11.2019, 21.11.2019, 26.11.2019, 27.11.2019, 28.11.2019, 03.12.2019, 04.12.2019 and 10.12.2019 i.e. thirteen dates in all. The amount payable accordingly works out to Rs. 6,05,000/- x 13 = Rs. 78,65,000/- (Rupees Seventy Eight Lakhs and Sixty Five Thousand only).

127. It is clarified that no amount can be granted in respect of 15.10.2019, for which appearance bills were raised in both matters but in respect of which the appearance is not borne out by the record of proceedings placed



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before this Court; nor in respect of 11.12.2019, in respect of which no fee bill has been filed, although the appearance on that date stands recorded and the Constitution Bench has recorded that the petitioner was heard. These exclusions are not on account of any want of probity against the petitioner, rather, this Court has applied the principle that the petitioner is entitled to remuneration at the aforementioned rate, once for each day of engagement which the record of the Supreme Court establishes and in respect of which a bill was in fact raised.

128. The petitioner is further held entitled to interest at the rate of 9% per annum on the aforesaid sum of Rs. 78,65,000/-, with effect from the date on which the present writ petition came to be filed, till the date of payment.

PAYMENT OF FEES: A MATTER OF HONOUR, NOT JUST A LEGAL RIGHT

129. There is a larger dimension to this matter, to which it is necessary to advert.

130. The Advocates Act, 1961, by Section 16, recognises two classes of advocates i.e., Senior Advocates and other advocates. It provides that an advocate may, with his consent, be designated as a Senior Advocate if the Supreme Court or a High Court is of the opinion that by virtue of his ability, standing at the Bar or special knowledge or experience in law, he is deserving of such distinction. Section 23(5) of the said Act confers upon Senior Advocates pre-audience over other advocates. The designation is thus a solemn judicial recognition of professional distinction, conferred by the Court itself. The petitioner, in addition, has held the constitutional office of Advocate General of the very State which now resists his claim.



131. The relationship between counsel and those who instruct him has never been treated, in the common law tradition, as an ordinary commercial engagement. It has been regarded as a relationship founded on honour and utmost good faith, inextricably connected with the independence and dignity of counsel's office. Under the classical English tradition, so elevated was the conception of counsel's office that his fee was regarded as an honorarium rather than a contractual debt.

132. The relationship between the senior counsel and her/his instructing advocate was considered in **Rondel vs. Worsley**, [1967] 1 Q.B. 443, wherein Lord Denning made a reference to the tradition that what the counsel received from his instructing lawyer was in the nature of honorarium rather than a stipulated contractual fee. He also referred to the traditional robe of barrister/senior counsel, which has, at the back, a small flap of little pocket, intended to enable a client to place therein their gratuity. It was observed as under:

“Beyond doubt that barrister was treated differently from other professional men. He could not sue for his fees. He could not even make a contract for them with his client. Nor with the solicitor who represented the client. The obligation to pay him was an obligation which was binding in honour, not in law. Such was the position of the advocate in the Roman law. Such was the position of the barrister in our English law. It was the tradition of centuries that what he received from the client was a gift or honorarium, and not a stipulated wage. To this day his very robe bears witness. At the back of it there is still the flap of little pocket where the client could place his gratuity. In the pretence that the barrister did not know he was being given a reward! Over 200 years ago Sir William Blackstone compared our serjeants at law and barristers with the ancient Roman orators:

“These indeed practised gratis, for honour merely, or at most for the sake of gaining influence: and so likewise it is established with us, that a counsel may maintain no action for his fees; which are given, not as location vel conduction, but as quiddam honorarium; not as a salary or hire, but as a mere gratuity, which a counsellor



cannot demand without doing wrong to his reputation”: see *Blackstone’s Commentaries*, Vol. III”.

133. In **Rondel v. Worsley**, [1969] 1 AC 191, Lord Morris of Borth-y-Gest traced this tradition, observing as under:

"The rule was again recognized in the Court of Appeal in Le Brasseur v. Oakley [1896] 2 Ch. 487 where it was firmly held that the Court could not and should not lend its assistance to barristers to recover their fees: the payment of such fees was only a matter of honour....."

134. The rationale of the tradition was articulated by Erle C.J. in **Kennedy v. Broun**, (1863) 13 CB (NS) 677, in a passage extracted with approval by the English Court of Appeal in **Gwinnutt v. George**, [2019] EWCA Civ 656, recording as under:

"The incapacity of the advocate in litigation to make a contract of hiring affects the integrity and dignity of advocates, and so is in close relation with the highest of human interests, viz. the administration of justice....."

135. To like effect are the observations of Best J. in **Morris v. Hunt**, (1819) 1 Chitty 544, as noticed by Lord Pearce in **Rondel v. Worsley** (supra):

"Nothing, he said, can be more reasonable than that counsel should be rendered independent of the event of the cause, in order that no temptation may induce them to endeavour to get a verdict, which in their consciences they think they are not entitled to have. Counsel should be rendered as independent as the judge or the jury who try the cause when called upon to do their duty."

136. The disability imposed upon counsel by the English law of that era did not prevail in India. The historical position in England was subsequently altered, with the statutory abolition of the rule which precluded barristers from entering into contracts for their professional services. This was noticed in **Gwinnutt v. George** (supra).



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137. It is relevant to notice the standard which that tradition set for those who instruct and engage counsel. Precisely because counsel's fee was conceived as a debt of honour, bound up with the independence of his office and, with "the highest of human interests, viz. the administration of justice", the obligation to pay it was one to be discharged without demur, as an incident of professional honour and good faith.

138. In India, where the Advocates Act, 1961 unified the profession and no rule ever disabled counsel from enforcing his fee, the two strands run together. The fee of counsel is at once a matter of honour and a matter of legal right. The existence of a legal remedy does not dilute the obligation of honour; it supplies the means by which, in the last resort, that obligation may be vindicated.

139. As a general phenomenon, it is disconcerting to note the diminution in the office/status of senior advocates as is reflected by the proliferation of litigation, filed by senior advocates raising claim/s of unpaid fees.

140. It is for this reason that the courts, of late, have repeatedly deprecated the compulsion of counsel to litigate against his own client. In **Pabitra Roychaudhuri** (supra) it was observed that "under no circumstances should a counsel who has been engaged by the Government / Department be forced to sue his/her own client, especially a government or its agency, and seek legal remedies for seeking clearance of his/her professional fee." The Supreme Court sounded the same caution in **Gopal K. Verma** (supra), in the passage extracted hereinabove. In **Ravi Prakash Mehrotra** (supra), this Court observed:

"52. It is indeed unfortunate that the petitioner has been made to run from pillar to post for his legitimate dues. It does not behove the DDA or



any other public authority to avail the services of an Advocate and then seek to deny payment of fees / emoluments on frivolous grounds.

53. This Court is constrained to observe that the public authorities, such as the DDA, are not expected to act in a dishonourable and unscrupulous manner in their dealings with their own Advocates by seeking to evade payment of fees and emoluments. Such conduct, not only brings disrepute to the public authority concerned but also strikes at the very foundation of the rule of law, since the sanctity of the lawyer-client relationship constitutes the most fundamental aspect thereof. This Court is constrained to express its deep dismay at the conduct of the concerned officials who have sought to deny the petitioner's legitimate entitlement."

141. Those observations apply with greater force to the present case, where the client is a State Government, and the counsel is a Senior Advocate and former Advocate General of that very State. The spectacle of the counsel being driven to prosecute a writ petition for over six years, to recover fees for appearances rendered in a prominent matter before a Constitution Bench, duly recorded in the Supreme Court's own orders, while the departments of the State trade responsibility amongst themselves, is a matter of institutional concern. It demeans not the advocate, but the State. If States are permitted to conduct themselves in this manner, to consume the services of the seniormost members of the Bar in their hour of need, and thereafter to consign their bills to a maze of departmental denials, the inevitable consequence, as the Supreme Court cautioned in **Gopal K. Verma** (supra), is that talented members of the Bar will be discouraged from appearing for the State at all.

142. It can hardly be over emphasised that [as also observed in **Ravi Mehrotra** (supra)], the state cannot be expected to behave like an unscrupulous litigant. Every action of the State, including in the contractual field, is subject to the discipline of Article 14 of the Constitution.



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143. The State engages counsel not for private advantage but in the discharge of public functions, out of the public exchequer. When such a client receives the services of counsel and withholds his fee, the default is not merely a private wrong; it is arbitrary State action, and a departure from the standard of conduct which the Constitution exacts of the State in all its dealings.

144. The dignity of the legal profession, and the effective representation of the State itself before the courts, alike demand that the fees of counsel engaged by the State be paid promptly, and that disputes, where genuinely they exist, be raised contemporaneously and in good faith.

145. This Court considers it necessary to observe that the maintenance of the great traditions of the Bar is an onerous obligation, cast in equal measure, upon all who participate in the administration of justice. Ethical infractions (which are increasingly oft cited) in dealings between senior counsel and their instructing advocates threaten to undermine the traditions and pose a genuine threat to the structure of the legal profession itself. Circumspection and restraint by all concerned is the minimum price of preserving the structure of the profession, which is eroded by every such case as the present, irrespective of the outcome.

CONCLUSION

146. For the reasons recorded hereinabove, the respondent/State of Madhya Pradesh is directed to pay to the petitioner a sum of Rs. 78,65,000/- (Rupees Seventy Eight Lakhs and Sixty Five Thousand only), together with interest thereon at the rate of 9% per annum with effect from the date of



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filing of the instant writ petition, till the date of payment. The said payment shall be made within a period of six weeks from today.

147. The petition is partly allowed in the above terms. All pending applications also stand disposed of.

SACHIN DATTA, J

AUGUST 31, 2026/at/ka