AFR

HIGH COURT OF CHHATTISGARH, BILASPUR

Writ Petition (S) No.4994 of 2015

Smt. Asha Pandey, W/o Anil Pandey (before marriage Asha Sharma), aged about 30 years, R/o Ravi Nagar, Colony, Pouradhar, District Anuppur (M.P.)

---- Petitioner

Versus

1. Coal India Ltd through its Chairman 10 Netaji Subhash Road Calcutta (West Bengal)
2. South Eastern Coalfields Limited, Chairman-cum-Managing Director, Seepat Road, Bilaspur, District Bilaspur (C.G.)
3. Deputy Regional Manager, South Eastern Coalfields Limited, Hasdev Area, Ramnagar Sub Region, Anuppur (M.P.)

---- Respondents

For Petitioner: Mr. Ajay Shrivastava, Advocate.
For Respondents Mr. K.K. Shrivastava and Mr. L. Varada Raju, Advocate

Hon'ble Shri Justice Sanjay K. Agrawal

C.A.V. ORDER

15/03/2016

(1) The brilliant question of law that has cropped up for consideration in this petition is whether exclusion of married daughter of the deceased SECL servant for being considered for dependent employment under the terms of National Coal Wage Agreement -VI (henceforth 'NCWA-VI") read with National Coal Wage Agreement-IX (henceforth 'NCWA-IX") is just, fair and reasonable ?

(2) The above stated question of law arises for determination in the following factual backdrop.

(3) The petitioner's father – Shyam Sunder Sharma, while working as Senior Clerk in the respondent SECL at Jhiriya Mines, died in harness on 8.2.2014. The petitioner being married daughter of the deceased SECL servant, made an application for dependent employment in terms of Clause 9.3.3 of the National Coal Wage Agreement (for short 'NCWA'), which provides provision for dependent employment. Her application for dependent employment has been rejected on the ground that NCWA does not provide dependent employment to a married daughter.

(4) Feeling aggrieved & dissatisfied with the above order rejecting petitioner's application for dependent employment, the present writ petition has been filed challenging the said order and also challenging Clause 9.3.3 of NCWA-VI and Clause 9.3.0 of NCWA-IX as void and inoperative to the extent of impliedly prohibiting the married daughter for dependent employment.

(5) In the writ petition filed by the petitioner, it has been pleaded that the above stated settlement entitling only the unmarried daughter for dependent employment and impliedly prohibiting the married daughter for dependent employment is unconstitutional and violative of Articles 14 & 15 of the Constitution of India. It has been further pleaded that there is discrimination on the basis of gender

and, as such, the impugned clauses of NCWA and the order dated 18.10.2015 deserve to be quashed being contrary to law.

(6) Return has been filed by respondent/SECL opposing the writ petition stating *inter alia* that National Coal Wage Agreement is binding between the parties and, as such, by virtue of Clause 9.3.3 of NCWA-VI, the married daughter is not entitled for dependent employment and the petitioner may claim monetary compensation in lieu of dependent employment. It has been further pleaded that earlier the mother of the petitioner-Smt. Kusum Sharma had applied for monetary compensation but all of a sudden, the petitioner has changed her approach and she, being the married daughter of the deceased, has claimed dependent employment for which she is not entitled, as her husband is gainfully employed elsewhere and she was not at all dependent on the earning of her deceased father and, as such, petitioner is not entitled for dependent employment.

(7) A short rejoinder has been filed opposing the averments made in the return.

(8) Mr. Ajay Shrivastava, learned counsel for the petitioner submits that the whole object of granting dependent employment is to enable the dependent(s) of deceased' family to earn bread and butter for the family and to come out from financial crises, who suffers on account of unexpected and untimely death of deceased/Government servant and, therefore, criteria to grant compassionate appointment

should be dependency rather than marriage. He further submits that daughter remains a daughter of her parents even after marriage and marriage can never be considered to be a disqualification for a daughter and as such, marriage is a social circumstance and basic civil right of man and woman. He also submits that National Coal Wage Agreement is a settlement entered into between the parties within the meaning of Section 2(p) of the Industrial Disputes Act, 1947 (hereinafter referred to as “ID Act”) and such a settlement is binding upon the respondent/SECL by virtue of Section 18(3) of the ID Act and, as such, it is a contractual liability of the respondent/SECL having force of law and, therefore, it must be consistent with Articles 14 & 15 of the Constitution of India and it should not opposed to law. He would further submit that this Court in W.P. (S) No.296/2014 {Smt. Sarojni Bhoi Vs. State of Chhattisgarh & others) while dealing with the said Policy of State Government has clearly held that married daughters are also entitled to be considered for compassionate appointment and no discrimination can be made on the basis of gender and declared the State Policy to that extent void and inoperative and, therefore, the writ petition be allowed and the impugned clauses of the National Coal Wage Agreement impliedly prohibiting married woman/married daughter for consideration on dependent employment deserves to be declared illegal & unconstitutional.

(9) On the other hand, Shri K.K. Shrivastava, learned counsel for the respondents would submit that NCWA –IX is signed on 31.01.2012 and it is in operation and the same is binding on all the employees working in the eight subsidiary Companies of Coal India Limited as the signatories to the Agreement are the representatives of the Trade Unions having affiliation with Central Trade Organization and all the employees of the Coal Industry are the members of such five Trade Unions operative in the Coal Industry. The constitution of Joint Bi-partite Committee for the Coal Industry for negotiating National Coal Wage Agreement IX was in terms of Notification issued by Govt. of India, therefore, the aforementioned National Coal Wage Agreement is binding on the parties to the agreement in terms of Section 18(1) of the ID Act and Clause 9.3.3. of NCWA-VI and, therefore, the petitioner is not entitled for dependent employment and her case for dependent employment has rightly been rejected by the respondent -SECL and, as such, writ petition deserves to be dismissed with cost.

(10) I have heard learned counsel appearing for the parties, also considered the rival submissions made herein and gone through the record of the case with utmost circumspection.

(11) It would be appropriate to notice provisions contained in NCWA-VI relating to dependent employment. National Coal Wage Agreement -VI, Chapter -IX provides for Social Security and Clause

9.3.0 of NCWA-VI is a provision of employment to dependents and Clause 9.3.3. provides as under:-

> "9.3.3. the dependent for this purpose means the wife/husband as the case may be unmarried daughter son and legally adopted son. If no such direct dependent is available for employment, brother, widowed daughter/widowed daughter-in-law or son-in-law residing with the deceased and almost wholly dependent on the earnings of the deceased may be considered to be the dependent of the deceased."

(12) Thereafter, National Coal Wage Agreement-IX came into force with effect from 31.01.2012. Clause 9.3.0 of NCWA-VI has been made applicable to this NCWA-IX by virtue of Clause 9.4.0 of this Agreement, which reads as under:-

> "9.3.0, 9.4.0 & 9.5.0 – Provision of Employment/payment of monthly monetary compensation to Dependent:-
>
> (i) The Clauses 9.3.0, 9.4.0 & 9.5.0 of NCWA-VI will be operative in NCWA-IX till a revised scheme is jointly prepared keeping in view the various verdict of Hon'ble Supreme Court at the earliest."

Thus Clause 9.3.3 of the NCWA VI relating to dependent employment is applicable to the facts of the present case by virtue to above-stated clause of NCWA-IX.

(13) The binding effect of "settlement" under Section 2(p) of the ID Act has been considered by the Supreme Court in umpteen number of judgments. Some of them are noticed herein usefully:-

(i) In the matter of **Workmen of the Motor Industries Co. Ltd. v.**

Management of Motor Industries Co. Ltd. and another[1], Their Lordships of the Supreme Court have held that settlement as defined by Section 2(p) of Industrial Dispute Act and one under Section 12(3) are binding on workmen under Section 18(3) of the Act until it is validly terminated.

(ii) In the matter of **Barauni Refinery Pragatisheel Shramik Parishad v. Indian Oil Corporation Ltd.**[2], Their Lordships of the Supreme Court had an occasion to consider the binding effect of such a settlement arrived at during conciliation proceedings in light of the Section 18 of the Act and held as under:-

> "A settlement arrived at in the course of conciliation proceedings with a recognized majority Union will be binding o all workmen of the establishment, even those who belong to the minority Union which had objected to the same. To that extent it departs from the ordinary law of contract. The object obviously is to uphold the sanctity of settlements reached with the active assistance of the Conciliation Officer and to discourage an individual employee or a minority Union from scuttling the settlement. There is an underlying assumption that a settlement reached with the help of the conciliation Officer must be fair and reasonable and can, therefore, safely be made binding not only on the workmen belonging to the Union signing the settlement but also on others. That is why a settlement arrived at in the course of conciliation proceedings is put on part with an award made by an adjudicatory authority."

(iii) In the matter of **Punjab Natioinal Bank & Ors. v. Manjeet Singh & Anr.**[3], it has been held by Their Lordships of the Supreme Court that once an award has been passed under Section 18(3) of ID Act, it is binding between the parties and have

1 AIR 1969 SC 1280
2 AIR 1990 SC 1801
3 AIR 2007 SC 262

finally held in paragraph 21 that appellant-Bank has no other option but to implement the award, if it did not, its action could be held to be penal. Paragraph 17, 18 & 21 of the report states as under:-

> "17. From a perusal of clause (d) of sub-section (3) of Section 18 of the Industrial Disputes Act, it is, thus, evident that all workmen who are employed in the establishment or who subsequently become employed in that establishment would also be bound by an award made by an industrial tribunal. The management as also the workmen were parties to the said award. Hence, Respondents cannot be heard to say that the award was not binding on them only because they were not parties.
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> 18. In an industrial dispute referred to by the Central Government which has an all-India implication, individual workman cannot be made parties to a reference. All of them are not expected to be heard. The Unions representing them were impleaded as parties. They were heard. Not only the said Unions were heard before the High Court, as noticed hereinbefore from a part of the judgment of the High Court, they had preferred appeals before this Court, Their contentions had been noticed by this Court. As the award was made in presence of the Unions, in our opinion, the contention of Respondents that the award was not binding on

them cannot be accepted. The principles of natural justice were also not required to be complied with as the same would have been an empty formality. The court will not insist on compliance of the principles of natural justice in view of the binding nature of the award. Their application would be limited to a situation where the factual position or legal implication arising thereunder is disputed and not where it is not in dispute or cannot be disputed. If only one conclusion is possible, a writ would not issue only because there was a violation of the principles of natural justice.

21. Appellant-Bank has no other option but to implement the award. If it did not, its action could be held to be penal."

(iv) Extremely recently, in the matter of **T.N. Terminated Full Time Temporary LIC Employees Association v. LifeInsurance Corporation of India and others**[4]**,** Their Lordships of the Supreme Court have recorded the similar proposition.

(v) In the matter of **Indian Bank v. K. Usha and Another**[5]**,** Their Lordships of the Supreme Court while considering the liability of employer under the settlement arrived at between the parties have held that settlement under Section 2(p) of the

4 (2015) 9 SCC 62
5 (1998) 2 SCC 663

ID Act is a contractual liability having a binding legal force under Section 18(1) of the ID Act. The report provides as under:-

> ".....Now it is obvious that the claim of the respondents flows from 2(p) Settlement under the ID Act entered into by the transferor company with its erstwhile employees through their Union and the liability arising under the settlement which is sought to be enforced against the appellant-Bank, obviously is not a monetary liability or a crystallized liability, but it is purely a contractual liability having a binding legal force under Section 18(1) of the ID Act."

(vi) Similarly, in the matter of **Steel Authority of India Limited v. Madhusudan Das and others**[6], Their Lordships of the Supreme Court have held in no uncertain terms that memorandum of settlement entered into by and between the management and employee is binding to both of them and it has the "force of law" by holding as under:-

> "14. The appellant being State within the meaning of Article 12 of the Constitution of India, while making recruitments, is bound to follow the rules framed by it. Appointment of a dependant of a deceased employee on compassionate ground is a matter involving policy decision. It may be a part of the service rules. In this case it would be a part of the settlement having the force

6 (2008) 15 SCC 560

> of law. A memorandum of settlement entered into by and between the management and the employees having regard to the provisions contained in Section 12(3) of the Industrial Disputes Act is binding both on the employer and the employe...."

(14) Thus, on the basis of aforesaid decision, it is quite vivid that National Coal Wage Agreement is a "settlement" within the meaning of Section 2(p) of the ID Act and is binding as provided under Section 18(3) of the ID Act and having force of law and continue to remain in force unless the same is altered/modified or substituted by another settlement. The National Coal Wage Agreement, which was in force from 1.7.2006 to 30.6.2011 is contained in Chapter IX, which relates to Social Security. Clause 9.3.0 relates to provision of Employment to Dependants. Clause 9.3.1 relates to employment to dependant and clause 9.3.2 relates to employment to one dependant of the worker who dies while in service.

(15) Thus, the National Coal Wage Agreement is a binding settlement under Section 2(p) of the I.D. Act having force of law and, therefore, the settlement and its terms should be reasonable & fair and should be consistent with Articles 14 & 15 of the Constitution of India.

(16) Now, the question for consideration is whether implied exclusion of married daughter for dependent employment in

clause 9.3.0 of the NCWA (VI) is in accordance with Article 14 or 15 of the Constitution of India ?

(17) It is well settled that marriage is an institution/sacred union not only legally permissible but also basic civil right of a man and a woman. One of the most important inevitable consequences of marriage is the reciprocal support and marriage is an institution has great legal significance. Right to marry is necessary concomitant of right to life guaranteed under Article 21 of the Constitution of India as right to life includes right to lead a healthy life. Marriage does not bring about a severance of the relationship between a father and mother and their son or between parents and their daughter. These relationships are not governed or defined by marital status.

(18) Marriage is the sacred union, legally permissible, of two healthy bodies of opposite sexes. It has to be mental, psychological and physical Union. When two souls thus unite, a new soul comes into existence. That is how, the life goes on and on, on this planet. (See **Mr. 'X' v. Hospital 'Z'**[7].)

(19) In the matter of **Indra Sarma v. V.K.V. Sarma**[8] Their Lordships of the Supreme Court have clearly held that marriage is one of the basic civil rights of man/woman and observed

7 (1998) 8 SCC 296
8 **(2013) 15 SCC 755**

pertinently in paragraphs 24 & 25 as under:-

> "24. Marriage is often described as one of the basic civil rights of man/woman, which is voluntarily undertaken by the parties in public in a formal way, and once concluded, recognizes the parties as husband and wife. Three elements of common law marriage are (1) agreement to be married (2) living together as husband and wife, (3) holding out to the public that they are married. Sharing a common household and duty to live together form part of the *Consortium Omnis Vitae* which obliges spouses to live together, afford each other reasonable marital privileges and rights and be honest and faithful to each other. One of the most important invariable consequences of marriage is the reciprocal support and the responsibility of maintenance of the common household, jointly and severally. Marriage is an institution has great legal significance and various obligations and duties flow out of marital relationship, as per law, in the matter of inheritance of property, successionship, etc. Marriage, therefore, involves legal requirements of formality, publicity, exclusivity and all the legal consequences flow out of that relationship.
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> 25. Marriages in India take place either following the personal Law of the Religion to which a party is belonged or following the provisions of the Special Marriage Act. Marriage, as per the Common Law, constitutes a contract between a man and a women, in which the parties undertake to live together and support each other. Marriage, as a concept, is also nationally and internationally recognized. O'Regan, J., in Dawood v. Minister of Home Affairs (2000) 3 SA 936 (CC) noted as follows:
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> > "Marriage and the family are social institutions of vital importance. Entering into and sustaining a marriage is a matter of intense private significance to the parties to that marriage for they make a promise to one another to establish and maintain an intimate relationship for the rest of their lives which they acknowledge obliges them to support one another, to live together and to be faithful to one another. Such relationships are of

> profound significance to the individuals concerned. But such relationships have more than personal significance at least in part because human beings are social beings whose humanity is expressed through their relationships with others. Entering into marriage therefore is to enter into a relationship that has public significance as well. The institutions of marriage and the family are important social institutions that provide for the security, support and companionship of members of our society and bear an important role in the rearing of children. The celebration of a marriage gives rise to moral and legal obligations, particularly the reciprocal duty of support placed upon spouses and their joint responsibility for supporting and raising children born of the marriage. These legal obligations perform an important social function. This importance is symbolically acknowledged in part by the fact that marriage is celebrated generally in a public ceremony, often before family and close friends....""

(20) In a very recent decision in the matter of **Malathi Ravi, M.D. v. B.V. Ravi, M.D.**[9], Their Lordships of the Supreme Court have held as under: -

> "Marriage as a social institution is an affirmance of civilised social order where two individuals, capable of entering into wedlock, have pledged themselves to the institutional norms and values and promised to each other a cemented bond to sustain and maintain the marital obligation. It stands as an embodiment for continuance of the human race."

(21) In the matter of **Miss C.B. Muthamma v. Union of India and others**[10] in the context of Indian Foreign Service (Conduct and

9 (2014) 7 SCC 640
10 AIR 1979 SC 1868

Discipline) Rules, 1961, which prohibited appointment of married woman to such service, the Supreme Court has held as under:-

> "6……Our women is a said reflection on the distance between Constitution in the book and Law in action. And if the book and Law in action. And if the Executive as the surrogate of Parliament, makes rules in the teeth of Part III, especially when high political office, even diplomatic assignment has been filled by women, the inference of die-hard allergy to gender parity is inevitable."

(22) In the matter of **Dr. (Mrs.) Vijaya Manohar Arbat v. Kashi Rao Rajaram Sawai and another**[11], Their Lordships of the Supreme Court while considering the provisions of Section 125 of the Code of Criminal Procedure, 1973 have held that a daughter after her marriage does not cease to be a daughter of her father or mother.

(23) In the matter of **Savita Samvedi (Ms) and another v. Union of India and others**[12], Their Lordships of the Supreme Court have quoted the following saying with approval: -

> **"**6. A common saying is worth pressing into service to blunt somewhat the Circular. It is —
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> "A son is a son until he gets a wife. A daughter is a daughter throughout her life.""

Their Lordships further held that provision in Railway Board Circular restricting the eligibility of married daughter, of the retiring official, only to cases where such official has no son or the daughter is the only person prepared to maintain the parents and the sons are not in a position to do so, suffers

11 (1987) 2 SCC 278
12 (1996) 2 SCC 380

from gender discrimination by holding as under: -

> "7. The retiring official's expectations in old age for care and attention and its measure from one of his children cannot be faulted, or his hopes dampened, by limiting his choice. That would be unfair and unreasonable. If he has only one married daughter, who is a railway employee, and none of his other children are, then his choice is and has to be limited to that railway employee married daughter. He should be in an unfettered position to nominate that daughter for regularisation of railway accommodation. It is only in the case of more than one children in railway service that he may have to exercise a choice and we see no reason why the choice be not left with the retiring official's judgment on the point and be not respected by the Railway authorities irrespective of the gender of the child. There is no occasion for the Railways to be regulating or bludgeoning the choice in favour of the son when existing and able to maintain his parents. The Railway Ministry's Circular in that regard appears thus to us to be wholly unfair, gender-biased and unreasonable, liable to be struck down under Article 14 of the Constitution. The eligibility of a married daughter must be placed on a par with an unmarried daughter (for she must have been once in that state), so as to claim the benefit of the earlier part of the Circular, referred to in its first paragraph, above-quoted."

(24) In the matter of **Air India Cabin Crew Assn. v. Yeshaswinee Merchant**[13], Their Lordships of the Supreme Court have held that the discrimination only on the basis of sex is not permissible subject to one exception and observed as under:-

> "41. In English law "but-for-sex" test has been developed to mean that no less favourable treatment is to be given to women on gender-based criterion which would favour the opposite sex and women will not be deliberately selected

13 (2003) 6 SCC 277

> for less favourable treatment because of their sex. It is on this "but-for-sex" test, it appears in Nergesh Meerza case the three-Judge Bench of this Court did not find the lower retirement age from flying duties of air hostesses as discrimination only based on sex. It found that the male and female members of crew are distinct cadres with different conditions of service. The service regulation based on the agreements and settlement fixing lower retirement age of air hostesses was not struck down.
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> 42. The constitutional prohibition to the State not to discriminate citizens only on sex, however, does not prohibit a special treatment to the women in employment on their own demand……..."

(25) In the matter of **Shreejith L. v. Director of Education, Kerala**[14], Their Lordships have held that marriage by itself does not disqualify the person concerned from seeking employment and held as under:-

> "28. …While it is true that marriage by itself does not in view of the language employed in the scheme, disqualify the person concerned from seeking a compassionate appointment…"

(26) Very recently, in the matter of **Charu Khurana v. Union of India**[15], Their Lordships of the Supreme Court while considering the question of gender justice observed as under:

> "33. ... On a condign understanding of clause (e), it is clear as a cloudless sky that all practices derogatory to the dignity of women are to be renounced. Be it stated, dignity is the quintessential quality of a personality and a human frame always desires to live in the mansion of dignity, for it is a highly cherished value. Clause (j) has to be understood in the

14 (2012) 7 SCC 248
15 (2015) 1 SCC 192

backdrop that India is a welfare State and, therefore, it is the duty of the State to promote justice, to provide equal opportunity to all citizens and see that they are not deprived of by reasons of economic disparity. It is also the duty of the State to frame policies so that men and women have the right to adequate means of livelihood. It is also the duty of the citizen to strive towards excellence in all spheres of individual and collective activity so that the nation constantly rises to higher levels of endeavour and achievement.

41. The aforesaid pronouncement clearly spells out that there cannot be any discrimination solely on the ground of gender. It is apt to note here that reservation of seats for women in panchayats and municipalities have been provided under Articles 243(d) and 243(t) of the Constitution of India. The purpose of the constitutional amendment is that the women in India are required to participate more in a democratic set-up especially at the grass root level. This is an affirmative step in the realm of women empowerment. The 73rd and 74th Amendments of the Constitution which deal with the reservation of women has the avowed purpose, that is, the women should become parties in the decision-making process in a democracy that is governed by the rule of law. Their active participation in the decision-making process has been accentuated upon and the secondary role which was historically given to women has been sought to be metamorphosed to the primary one. The sustenance of gender justice is the cultivated achievement of intrinsic human rights. Equality cannot be achieved unless there are equal opportunities and if a woman is debarred at the threshold to enter into the sphere of profession for which she is eligible and qualified, it is well-nigh impossible to conceive of equality. It also clips her capacity to earn her livelihood which affects her individual dignity."

(27) In the matter of **National Legal Services Authority v. Union**

of India[16], the Supreme Court recognized that gender identity, is an integral part of sex within the meaning of Articles 15 and 16 of the Constitution of India and no citizen can be discriminated on the ground of gender. The Supreme Court observed as follows:

> "We, therefore, conclude that discrimination on the basis of sexual orientation or gender identity includes any discrimination, exclusion, restriction or preference, which has the effect of nullifying or transposing equality by the law or the equal protection of laws guaranteed under our Constitution, and hence we are inclined to give various directions to safeguard the constitutional rights of the members of the TG community."

(28) Thus, from the aforesaid cases it is quite vivid that marriage is a social circumstance and basic civil right of man and woman, and marriage by itself is not a disqualification. Thus, denial of dependent employment to married daughter of SECL employee is gender biased, unreasonable and violative of Articles 14 and 15 of the Constitution of India and it is clearly impermissble in law, as such, a clause in the National Coal Wage Agreement excluding consideration of married daughter for dependent employment, which has the force of law, is unjust, unfair and opposed to law.

(29) As a fallout and consequence of aforesaid discussion, the writ petition is allowed and consequently clause 9.3.3 of NCWA-VI, which has been made applicable to clause 9.4.0(I) of NCWA-IX, regarding dependent employment only to the married daughter is

16 Manu/SC/0309/2014 : (2014) 5 SCC 438

held to be violative and discriminatory and the said clause to the extent of impliedly excluding married daughter from consideration for dependent employment is hereby declared void and inoperative. Resultantly, impugned order dated 15.10.2015 Annexure P-1 rejecting the petitioner's claim for dependent employment on the ground of her marriage is hereby quashed being unsustainable in law and it is directed that Clause 9.3.3 of NCWA-VI read with clause 9.4.0 of NCWA-IX be read in the manner to include the married daughter also as one of the eligibles subject to fulfillment of other conditions. As a consequence, the respondents are directed to consider the claim of the petitioner for dependent employment afresh in accordance with law keeping in view that her father died way back on 08.02.2014 and her application for dependent employment was rejected on 15.10.2015, preferably within a period of 45 days from the date of receipt of certified copy of this order. No order as to costs.

Sd/-
(Sanjay K. Agrawal)
Judge

D/-

HEAD NOTE

(1) The National Coal Wage Agreement (NCWA) has a force of law; terms of NCWA should be fair & reasonable and should not be opposed to law.

(1) राष्ट्रीय कोयला वेतन अनुबंध (एन. सी. डब्लू. ए.) विधि का प्रभाव रखती है; एन. सी. डब्लू. ए. के निबंधनो को निष्पक्ष और युक्तियुक्त होना चाहिए तथा इसे विधि के प्रतिकूल नहीं होना चाहिये ।