2026:AHC-LKO:57145-DB

A.F.R.
Reserved On :- July 06, 2026
Delivered On :- August 14, 2026

HIGH COURT OF JUDICATURE AT ALLAHABAD
LUCKNOW
WRIT - C No. - 5832 of 2025

Jyotinjay Verma .....Petitioner(s)

Versus

State Of U.P. Thru. Secy.
Basic Education Lko And 5 Others .....Respondent(s)

Along with :

1. **Writ - C No. 5828 of 2025:**
   Jyotinjay Verma
   Versus
   State of U.P. Thru. Secy. Basic Education U.P. Lko. and 5 others
2. **Writ - C No. 6045 of 2025:**
   Jyotinjay Verma
   Versus
   State of U.P. Thru. Secy. Basic Education Lko. and 7 others
3. **Writ - C No. 8217 of 2025:**
   Jyotinjay Verma
   Versus
   State of U.P. Thru. Secy. Basic Education Lko. and 7 others

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Counsel for Petitioner(s) : In Person

Counsel for Respondent(s) : C.S.C., Pradeep Tiwari, Prashant Kumar Singh, Ran Vijay Singh, Ranvijay Singh, Rishabh Tripathi, Shivam Sharma

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WRIT - C No. - 5832 of 2025

Court No. - 3

HON'BLE SHEKHAR B. SARAF, J.
HON'BLE ABDHESH KUMAR CHAUDHARY, J.

Abdhesh Kumar Chaudhary, J.: Four writ petitions seeking a direction in the nature of Mandamus have been preferred by a practicing Advocate of this Court, requiring the State Government to pay his professional fees along with penal interest. Apparently, the learned Advocate claims to be engaged as a Special Counsel for four districts, namely, (i) Sitapur (ii) Lucknow (iii) Hardoi and (iv) Raebareli, for which allegedly his fee are outstanding and payable, hence, these four writ petitions have been filed for four different districts.

2. This Court at the very outset, deprecates this kind of attitude of the Respondent-State in not making payments to their Counsel for defending their cases, which would constrain any of the Counsels to approach this Court. According to this Court, payments of professional fees ought to be a very privileged and private affair between an Advocate and a Client and ought not to be a subject-matter of any Court proceedings. This Court cannot be oblivious to the fact that ordinarily dispute relating to payment of Counsel fees should not be brought in a court of law and resolved by mediation/conciliation between the parties, even if one party may be the State. Equally, the Counsel also should show some kind of restraint in dragging a client to a Court by him for payment of fees. According to this Court, in either of these cases, a party may win, but it is the trust and faith which always loses, which may not be the best of things in dispensation of justice. A litigation between a Counsel and his client would tantamount to defeating the very bedrock of trust and faith, which is the basic foundation for an Advocate and client relationship.

3. This Court in the present writ petitions is called upon to adjudicate the issues, which may have been avoidable, with a little endeavour, mutual respect and self-restraint exercised by both the parties.

4. Be that as it may, this Court while scanning through the material records of these four writ petitions comes to fore that the petitioner, an Advocate, who has appeared in person before this Court, has substantially sought for the following relief(s) in these writ petitions:

"(A) (In Writ-C No.5832 of 2025):

Issue a writ, order or direction in the nature of mandamus commanding the opposite parties particularly opposite party nos. 5 & 6 to ensure up-to-date payment of Special Counsel fee bills of special appeals (Rs. one crore fifty Lakhs (Rs.1,50,00,000/-) arising out of district Sitapur keeping in view Government Order No. B2/80/79-05/2009 dated 23.04.2009 and government order dated 2.3.2011 along with penal interest within specified period.

(B) In Writ-C No.5828 of 2025):

Issue a writ, order or direction in the nature of mandamus commanding the opposite parties particularly opposite party nos. 5 & 6 to ensure up-to-date payment of Special Counsel fee bills pertaining to special appeals (Rs. eighty-Five Lakhs (Rs.85,00,000/-) arising out of district Lucknow keeping in view Government Order No. B2/80/79-05/2009 dated 23.04.2009 and government order dated 02.03.2011 along with penal interest within specified period.

(C) (In Writ-C No.6045 of 2025):

Issue a writ, order or direction in the nature of mandamus commanding the opposite parties to ensure up-to-date payment of Special Counsel fee bills of special appeals arising out of district Hardoi keeping in view of Government Order No.B2/80/79-05/2009 dated 23.04.2009 and government order dated 02.03.2011 along with penal interest within specified period.

(D) In Writ-C No.8217 of 2025):

Issue a writ, order or direction in the nature of mandamus commanding the opposite parties to ensure up-to-date payment of Special Counsel fee bills of special appeals arising out of district Raebareli keeping in view Government Order No. B2/80/79-05/2009 dated 23.04.2009 and government order dated 02.03.2011 along with penal interest within specified period."

5. Since, these writ petitions arise out of over-lapping facts and common grounds, these petitions are being decided by this common judgment.

6. Succinctly, the undisputed facts of the present case are that the petitioner is a practicing lawyer of this Court and a member of the Oudh Bar Association, High Court Lucknow. According to him, he has been a Counsel for the State of Uttar Pradesh for about 16 years and vide a Government Order dated April 23, 2009 he had been authorized to receive notices and appear in disposal of all special Appeals for and on behalf of the Basic Education Department, Uttar Pradesh.

7. According to the petitioner, in the interregnum, a Government Order dated March 2, 2011 was issued, wherein, it was proposed that the fee prescribed for Special Counsel appointed by the Government would be in the range of Rs.15,000/- to Rs.5,00,000/- in a single case/matter.

8. It is the case of the petitioner that he appeared in the capacity of a Special Counsel attending special appeals/other cases before this Court in matters relating to the aforesaid Basic Education Department and is entitled to the maximum range of the fee for an amount of Rs. 5,00,000/- per case. The basic grievance of the petitioner is that the fee bills pertaining to special appeals, although have been accepted by the respondents, no payment has been made to him. The claim of the petitioner in these four writ petitions can be depicted in a tabular format as herein below:

Writ Petition	District	Number of Cases	Fee claimed per case	Total Amount claimed
5832/2025	Sitapur	30 Special Appeals	Rs. 5,00,000/-	Rs. 1,50,00,000/-
6045/2025	Hardoi	41 Special Cases	Rs. 5,00,000/-	Rs. 2,05,00,000/-
5828/2025	Lucknow	17 Special Appeals	Rs. 5,00,000/-	Rs. 85,00,000/-
8217/2025	Raebareli	08 Special Appeals	Rs. 5,00,000/-	Rs. 40,00,000/-

9. Thus, a total sum of about Rs. 4,80,00,000/- has been claimed in these petitions and in order to substantiate and drive home his contention, the petitioner has relied on copies of Government order dated 23.04.2009 and 02.03.2011, list of Special Appeals represented by him, representations send by him to the respondent-authorities, requesting for payment and order dated 12.02.2024 passed by the Hon'ble Supreme Court in ***Civil Appeal Nos.2142-2143 of 2024 (The State of Uttar Pradesh and others Vs. Gopal K. Verma).*** Thus, the petitioner has prayed for issuance of a direction against the respondents to ensure up-to-date payment to him with penal interest, keeping in view that the fee payment is pertaining to special appeals, which has been decided and/or pending since 23.04.2009 and has also claimed violation of fundamental rights under Article 21 and Article 23(1) of the Constitution of India.

10. *Per contra*, the Respondent-State of Uttar Pradesh has vehemently objected to the very maintainability of the present Writ petition as according to them a writ petition for recovery of fees by an advocate is not maintainable and essentially is within the jurisdiction of a civil Court as the dispute essentially is relating to payment of fees in terms of the engagement. They have relied on the judgment of the Apex Court in:-

(i) Improvement Trust, Ropar V/s S. Tejinder Singh Gujral & Ors., *1995 Suppl (4) SCC 577;*

(ii) Vijay Kumar Shukla Vs State of Uttar Pradesh & Ors. *(Writ Petition (C) No. 217/2018 decided on 10.07.2023;*

(iii) *Bombay High Court decision dated 19.07.2024 in* ***Ibrahim Kazi v/s State of Maharashtra & Anr.*** *(Writ Petition (Civil) No. 953/2019);*

(iv) *Madhya Pradesh High Court judgment dated 16.06.2025 in* ***Ashok Airen V/s Farmer Welfare & Agriculture*** *(Writ Petition No. 14594 of 2020).*

11. It has been submitted that the Apex Court has merely restricted and permitted the maintainability of a writ petition to the extent of due amount of fees admitted by the respondents, which is not the present case herein as according to the state of Uttar Pradesh, there is a serious dispute relating to the quantum of fees payable and as to the engagement of the Petitioner as a special Counsel for the Basic Shiksha Parishad. According to them, the petitioner was engaged as a Panel Lawyer for the Basic Shiksha Parishad to conduct special Appeal cases before the High Court sitting at Lucknow vide order dated 06.02.2008 and in the order dated 23.04.2009, the petitioner was merely authorized as a single person for receiving the notices for all the Special Appeals filed against the Basic Shiksha Parishad. In any case, it has also been contended that the petitioner was removed from the said panel vide government order dated 13.10.2011 and the best case according to them would be that the petitioner may be entitled for fee engaged as a panel counsel for conducting special Appeal for the Parishad as special Counsel from 06.02.2008 to 13.10.2011. It has been clarified by the State that as far as the alleged pending fee bills of the petitioner is concerned in these four districts, these bills are for cases either before the said date of 06.02.2008 or after 13.10.2011 and as such are not admissible and/or payable, whereas bills during this period were only payable.

12. The respondent-State has also challenged the applicability of Government order dated 02.03.2011 to the case of the petitioner. According to them, the said Government Order was applicable for Special Counsels engaged by law department for government cases and which prescribed a range of fee payable per cases, however, the same is not applicable to the petitioner as the said Government order itself says that the said order was applicable for those Counsels who are ‘outside panel’ and not for the petitioner who was an empaneled Counsel. According to them, the fee of panel advocates was increased from Rs. 1800/- to Rs. 3,500/- vide Government order dated 08.08.2013, meaning thereby the petitioner was entitled for fee of Rs. 1800/- only. Towards the end, the state has raised strong objections to the factum of not annexing any of the disputed bills by the petitioner and having no clarity as to which authority has not been making payments of the disputed amount.

13. Further, the Respondent No. 7 and 8 (District Basic Education), have keenly contested the petition by reiterating the stand taken by the Respondent-State related to maintainability. Additionally, it has been submitted that the petitioner has neither enclosed any acknowledgment letter issued by the District Basic Education of the respective district to appear in the cases nor has the petitioner raised any fee-bill to that affect. It has been further submitted that the present writ petition has been filed on a wrong assumption and misinterpretation of the Government Order dated 02.03.2011 relating to the professional fee issued by the State Government providing for the minimum/maximum fee payment to the Counsel. According to them, when the department of the State Government is required to engage a Counsel, the fee structure between the minimum and the maximum is required to be indicated as per the consent of the Counsel and the department concerned on case-to-case basis, which according to them is conspicuously absent in the present case.

14. The contesting respondents have also submitted that there are no documents on record to show that the Government has ever admitted and/or accepted the maximum fee of Rs.5,00,000/- to be payable to the petitioner. According to them, no engagement order, no sanction order, no approval of the competent authority and no contractual stipulation fixing such remuneration has been brought on record. Further grounds of gross delay and unexplained laches, relief sought being beyond the scope of mandamus, claim essentially being contractual and barred in writ petition, lack of material pleadings, discontinuance of the petitioner from his engagement after 13th October, 2011, Government orders did not entitle the maximum permissible fee of Rs. 5,00,000/- per case to the petitioner, separate statutory mechanism governing advocates representing the U.P. Basic Education Board, wrong assumption that every advocate engaged as special Counsel becomes entitled for the maximum fees payable by the State government, availability of alternative efficacious remedy and non-application of the ***Gopal K Verma case*** *(supra)* has been vociferously contested by the said Respondents.

15. Heard the petitioner-in-person, Mr. Pankaj Khare, Learned Additional Chief Standing Counsel for the State of Uttar Pradesh and Mr. Shivam Sharma, Learned Counsel for Respondent No. 7 and 8 and perused the material on records.

16. Having given our anxious thoughts to the issue being raised in the present writ petition, we are of the view that since a preliminary issue relating to maintainability of the present writ petition has been canvassed on the part of the Respondents, it is the bounden duty of this Court that the said issue is decided first and thereafter, only then the merits of the present case may be considered.

17. A perusal of the relief being sought by the petitioner-in-person immediately brings us to fore that he has essentially prayed for recovery of up-to-date payment of special Counsel fee bills in view of the Government Order dated 23.04.2009 and the Government Order dated 02.03.2011. In order to fortify his stand for maintainability of the present writ petition, has heavily relied on an order dated 12.02.2024 passed by the Hon'ble Supreme Court in ***Gopal K. Verma case (supra)***. The petitioner, while relying on the said judgment, has drawn the attention of this Court regarding release of the money with interest. There is not an iota of doubt relating to the proposition as settled by the Hon'ble Supreme Court in the said order, however a bare reading of the said judgment would reveal that the issue relating to maintainability of a writ petition by an Advocate for recovery of fee bill was not an issue argued or decided by the Hon'ble Supreme Court in that case. In fact, the Apex Court merely noted that the payments of professional fee have already been made and in the said background, the Supreme Court in exercise of its jurisdiction under Article 142 of the Constitution of India has granted an amount as interest on the said payment. Therefore, this Court is of the considered view that the case referred and relied by the petitioner does not come to its rescue as the same is distinguishable on facts and most importantly, having been passed under Article 142 of the Constitution of India is not a binding precedent.

18. It has to be understood that Article 142 of the Constitution is a unique and exceptional provision which vests in the Hon'ble Supreme Court extraordinary, plenary, and unfettered powers to pass such decrees or orders as may be necessary to do complete justice between the parties before it. This jurisdiction is *sui generis*, conferred solely upon the Apex Court, and is incapable of being replicated, assumed, or exercised by any other Court, including this Court or any High Court. The scope and purpose of Article 142 can be best understood from the judgment of an Apex Court in the case of ***State of Punjab V/s Rafiq Masih,*** reported in ***(2014) 8 SCC 883;*** wherein, a 3-Judge Bench of the Court drew a distinction between the binding effect of the law of the land laid in terms of Article 141 and the equitable jurisdictional power exclusively exercisable by the Apex Court under Article 142 to do complete justice, in the following words:

> ***"12.*** *Article 142 of the Constitution of India is supplementary in nature and cannot supplant the substantive provisions, though they are not limited by the substantive provisions in the statute. It is a power that gives preference to equity over law. It is a justice-oriented approach as against the strict rigours of the law. The directions issued by the Court can normally be categorised into one, in the nature of moulding of relief and the other, as the declaration of law. Declaration of law: as contemplated in Article 141 of the Constitution: is the speech express or necessarily implied by the highest court of the land. This Court in Indian Bank v. ABS Marine Products (P) Ltd. [(2006) 5 SCC 72], Ram Pravesh Singh v. State of Bihar [(2006) 8 SCC 381 : 2006 SCC (L&S) 1986] and in State of U.P. v. Neeraj Awasthi [(2006) 1 SCC 667 : 2006 SCC (L&S) 190] has expounded*

*the principle and extolled the power of Article 142 of the Constitution of India to new heights **by laying down that the directions issued under Article 142 do not constitute a binding precedent unlike Article 141 of the Constitution of India.** They are direction issued to do proper justice and exercise of such power, cannot be considered as law laid down by the Supreme Court under Article 141 of the Constitution of India. The Court has compartmentalised and differentiated the relief in the operative portion of the judgment by exercise of powers under Article 142 of the Constitution as against the law declared. The directions of the Court under Article 142 of the Constitution, while moulding the relief, that relax the application of law or exempt the case in hand from the rigour of the law in view of the peculiar facts and circumstances do not comprise the ratio decidendi and therefore lose its basic premise of making it a binding precedent. This Court on the qui vive has expanded the horizons of Article 142 of the Constitution by keeping it outside the purview of Article 141 of the Constitution and by declaring it a direction of the Court that changes its complexion with the peculiarity in the facts and circumstances of the case."*

19. Thus, we have no hesitation in holding that the judgment in ***Gopal K Verma case*** *(Supra)* as having been passed by the Apex Court under Article 142 does not lay any precedent and further at the cost of repetition, the said judgment is distinguishable on facts and as such is not applicable to the facts and circumstances of the present case, wherein the maintainability of the present writ petition has been raised by the respondents.

20. Although, we have held herein above that ***Gopal K Verma case*** *(supra)* is not applicable to the present case, however, that does not automatically mean that the present Writ petition is not maintainable per se. In our arduous duty to examine the maintainability of the present writ petition, we are confronted by a slew of judgments from the Apex Court as well as the different High Courts. This Court intends to examine these judgments in the chronological manner referred by the counsel for the Respondents.

21. In the first judgment, rendered by the Apex Court in ***S. Tejinder Singh Gujral*** *(supra),* we find that that the Supreme Court while dealing in a similar situation, wherein a writ petition was filed by an Advocate for recovery of his professional fee and the same was allowed by the High Court. The Hon’ble Supreme Court on Appeal, while dismissing the said Appeal, clearly held that no writ petition would lie by the Advocates for recovery of fee. Similarly, in the judgment passed by the Hon’ble Supreme Court in ***Vijay Kumar Shukla case*** *(supra)*, the Hon’ble Supreme Court once again expressed its serious doubt about the maintainability of writ petition under Article 32 of the Constitution of India, to entertain the petition relating to entitlement of the petitioner-Advocate to recover the fee based on certain bills from the State.

22. We find that similar stand of ‘non-maintainability’ of a writ petition by an Advocate for recovery of his professional fees has been taken by the Bombay High Court in the case of ***Shafi Ibrahim Kazi*** *(supra)* wherein the Court went on to hold that the grievances relating to recovery of professional fees involved factual adjudication and as such cannot be undertaken under Article 226 of the Constitution of India. Further, the Madhya Pradesh High Court in the case of ***Ashok Airen*** *(supra)* went on to hold that the relationship between an Advocate and his client is certainly a contract hence a writ for recovery of fee bill would not be maintainable.

23. Recently, the Madras High Court also had an opportunity of examining an issue of similar nature in the case of ***Sunil Kr. Agarwal V/s the Asst. General Manager & Ors. (Writ Appeal No. 1750 of 2024)***, wherein, the Division bench of the said Court was hearing an Appeal against the order passed by a Single Judge dismissing a writ petition filed for recovery of his professional fees. The Division bench vide an order dated 14.07.2026, upholding the dismissal order of the single Judge, relegated the Advocate to the Jurisdiction of competent Civil Court.

24. Having noted the aforesaid judgments, we also do not find any good ground to take a different view relating to maintainability of a writ petition filed by an Advocate for recovery of his professional fees.

25. However, there is another aspect of the matter, inasmuch as the petitioner-in-person going a step further has vehemently argued that the present Writ petition is maintainable as it is related to recovery of admitted amount against the Basic Shiksha Parishad/State. However, this Court finds that although the petitioner has claimed that certain bills have been raised in terms of Government Order dated 02.03.2011 and has alleged that the respondents have admitted the said Bills, however, we are unable to find any document filed on record by the petitioner to show that the bills have been admitted by the respondents. As a matter of fact, we are also unable to find the requisite fee-bills raised and received by the respondents also annexed along with the writ petition, which would substantiate the claim of the petitioner. It is one thing to say that the engagement of the petitioner as special Counsel is admitted by the respondents and it is another thing to say that the bills which were raised by the petitioner have been admitted by the respondents. This Court is clear in its mind that there are no admission or acknowledgment of dues/outstanding of the petitioner by the respondents-State for which a mandamus can be issued for payment to him.

Thus, keeping in view that the engagement of the petitioner is essentially contractual in nature and the well settled proposition that disputed monetary claims arising out of contractual engagements, unless they involve an undisputed statutory liability or an admitted obligation, we hold that the present writ petition is not maintainable in the given facts and circumstances of the case.

26. Further, there is another aspect of the matter as according to this Court, the present writ petition is additionally not maintainable for there are several complicated questions of facts in the present case, which could be settled only by leading evidence in a regular trial before a Civil Court. Apparently, in the present case, we find that the petitioner was initially empaneled as a Counsel with the Basic Shiksha Parishad. Subsequently, the petitioner was appointed as a special Counsel for the said Parishad for disposal of Special Appeals in this High Court on 23.04.2009. The fees payable to a Special Counsel in the range between Rs.15,000/- to Rs.5,00,000/- per case came to be prescribed vide Government order dated 02.03.2011. A facial reading of the said Government order merely signifies that the fee for a special counsel would be in the range of Rs. 15,000/- to Rs.5,00,000/- per case and does not in any manner fix the fee for a special counsel for the maximum fee of Rs.5,00,000/- in all cases allotted to him. There is no automatic applicability of the fees and to the mind of this Court, the said Government Order merely gives a guidance to the various department of the Government indicating therein that in case a special counsel is to be appointed, the fee has to be finalized between Rs.15,000/- to Rs.5,00,000/-. This Court finds force in the argument of the learned Counsel for the respondent No. 8 and 9, wherein they have submitted that the fees have to be agreed by Basic Shiksha Department for each case individually on case-to-case basis and then only an Advocate could have charged for the said agreed fees. It is the case of the Basic Shiksha Department that the fee of Rs.5,00,000/- was never agreed by them qua the Petitioner. Thus, according to this Court, a dispute exists between the parties related to the quantum of fee payable for each special Appeal as on the one hand, the petitioner has contended that he is entitled for the maximum fees and on the other hand the Basic Shiksha Department have contended that the Government order merely stipulated the range of fee payable, however the actual fee was never agreed upon by them. To add further chaos, to the existing confusion, it has also been contended that this government Order is not applicable to Basic Shiksha Department. Thus, a complex web of disputed facts is involved in the present case, which obviously cannot be adjudicated and decided by this Court exercising jurisdiction under Article 226 of the Constitution of India.

27. According to this Court, the facts of the matter, gets even more worse, when the contesting respondent contends that in fact the petitioner is no longer empaneled with the Basic Shiksha Department, ever since the Government order dated 13.10.2011. This court does not wish to comment on the entitlement of the fee to a special counsel as per Government order dated 2.03.2011, who came to be removed from empanelment on 13.10.2011, i.e. in the same year, as it would be prejudicial to the rights and contention of the parties, who may engage in future litigation.

28. We also find that the respondents have also raised a very technical objection related to the petitioner pursuing a stale claim, as according to them, the fee, if at all payable is also barred by limitation. According to the learned Counsel for the respondents, it is the self-admitted case of the petitioner that the fee had been outstanding since the year 2009. Flagging the said date of occurrence of cause of action, the respondents have submitted that the claim is time-barred as the same has been claimed after more than 16 years.

29. However, this Court does not wish to go into the said question of claim being time-barred as we are not only conscious of the fact that limitation is a mixed question of law and fact, but we have already stated that the present writ petitions are not maintainable for recovery of the fee-bills, as the claims of fee-bills have not been admitted by the respondents.

30. Accordingly, while dismissing this writ petitions for all the aforesaid reasons, we leave it to the wisdom of the petitioner to claim his professional fee by approaching a competent civil court, where the parties can lead evidence and prove their case after exchanging their pleadings, documents and cross-examining witness to establish their version of the case in a regular trial. Further, we grant liberty to the petitioner, that in case he chooses to file a civil suit, the benefit of Section 14 of the limitation Act would be available to him, in accordance with law.

31. With the aforesaid observation, all the writ petitions are ***dismissed.***

32. There shall be no order as to cost(s).

(Abdhesh Kumar Chaudhary, J.)

I agree

(Shekhar B. Saraf, J.)

August 14, 2026
MVS/-