

IN THE HIGH COURT OF MANIPUR

AT IMPHAL

WP(C) No. 894 of 2022

M/s Vijay Nirman Company Private Ltd., a company incorporated under the Companies Act, 1956, represented by its authorised representative, having its registered office at 11-9-16, Daspalla Hills, Vishakhapatnam – 530003, Andhra Pradesh, India.

Email ID: bmuralivnc@gmail.com

... Petitioner

-Versus-

Union of India, represented by the Executive Engineer, Manipur Project Division, Central Public Works Department, Tulihal Airport, Imphal, Manipur – 795041.

Main Office at: 14, HUDCO Vishala Building
B Wing, Bhikaji Cama Place
New Delhi 110066

Email ID: ddo.mcdicpwd-mn@gov.in – himanshu.mehta@gov.in

... Respondent

B E F O R E

HON'BLE MR. JUSTICE AHANTHEM BIMOL SINGH

For the petitioner	::	Ms. Jyoti Mendiratta, Advocate asstd. by Mr. T. Momo, Advocate
For the respondent	::	Mr. Kh. Samarjit, DSGI asstd. by Mr. N. Nongdamba, Advocate
Date of hearing	::	27-06-2024
Date of judgment & order	::	06-09-2024

JUDGMENT & ORDER

[1] Heard Ms Jyoti Mendiratta, learned counsel assisted by Mr. T. Momo, learned counsel appearing for the petitioner and

Mr. Kh. Samarjit, learned DSGI assisted by Mr. N. Nongdamba, learned counsel appearing for respondent.

The present writ petition had been filed challenging the Demand Letter dated 20-04-2021 of the Executive Engineer, Manipur, CPWD, Tuliha Airport, Imphal, to claim and recover from the petitioner the alleged mobilization advance along with the interest amounting to Rs. 17,17,91,085/- coupled with the prayer for quashing the Memorandum dated 18-07-2022 issued by the said E.E. under Clause 29 of the General Conditions of Contract for withholding and recovery of departmental dues from the dues payable to the petitioner.

[2] The brief facts of the present case are that on behalf of the President of India, the respondent issued a Tender Notice dated 09-12-2014 along with information and instruction for bidders inviting e-tenders from interested and eligible tenderers for construction of a multipurpose building for the National Institute of Technology (NIT) at Langol, Imphal. The components of work includes pile foundation, internal water supply, sanitary installations, UG Sump, development and bulk services, internal electrical installations, HVAC Electric Sub-station, lifts, DG sets, fire alarm and fire fighting system.

The bids were invited by the respondent on a lumpsum basis and the petitioner submitted lumpsum bid for all the works specified in the tender documents altogether amounting to Rs. 2,10,22,70,513/- (Rupees two hundred ten crores twenty two lakhs seventy thousand five hundred

and thirteen only) which included both civil and electrical works for the multipurpose building at NIT on the understanding that the time frame detailed in the tender and the contract provisions prescribed will be adhered to by the respondent. The bid submitted by the petitioner was accepted by the respondent and the same was communicated to the petitioner by a letter dated 02-03-2015. Pursuant thereto, an agreement was executed between the petitioner and the respondent for carrying out both civil and electrical works and the stipulated time for completion of the contract work was 730 days commencing from 24-03-2015.

[3] Clause 10B(ii) of the General Conditions of Contract (GCC) provides for availing mobilization advance by the Contractor not exceeding 10 percent of the tender value in the manner prescribed therein. For ready reference, the provision of Clause 10B(ii) of the GCC is reproduced hereinbelow:-

“10B(ii) Mobilization advance not exceeding 10% of the tendered value may be given, if requested by the contractor in writing within one month of the order to commence the work. Such advance shall be in two or more installments to be determined by the Engineer-in-Charge at his sole discretion. The first installment of such advance shall be released by the Engineer-In-charge to the contractor on a request made by the contractor to the Engineer-in-Charge in this behalf. The second and subsequent installments shall be released by the Engineer-in-Charge only after the contractor furnishes a proof of the satisfactory utilization of the earlier installment to the entire satisfaction of the Engineer-in-Charge.

Before any installment of advance is released, the contractor shall execute a Bank Guarantee Bond from Scheduled Bank for the amount equal to 110% of the amount of advance and valid for the contract period. This (Bank Guarantee from Scheduled Bank for the amount equal to 110% of the balance amount of advance) shall be kept renewed

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from time to time to cover the balance amount and likely period of complete recovery.

Provided always that provision of Clause 10B(ii) shall be applicable only when so provided in 'Schedule F'."

[4] Soon after issuance of the work order, the petitioner submitted an application dated 28-03-2015 to the Executive Engineer, Manipur Project Division, CPWD, Imphal (hereinafter referred to as Engineer-in-Charge) requesting for grant of 5 per cent mobilization advance amounting to Rs. 10,50,00,000/- (Rupees ten crores fifty lakhs only) by submitting four bank guarantees altogether amounting to Rs. 11,55,00,000/- (Rupees eleven crores fifty five lakhs only) having the validity of 36 months and the same was granted to the petitioner on 31-03-2015. There is also no dispute with regard to the fact that the petitioner had been subsequently granted the remaining mobilization advance and as such, the petitioner have availed 10 per cent of the tender value of the contract, altogether amounting to Rs. 21 crores as mobilization advance in terms of the provisions of Clause 10B(ii) of the GCC.

[5] The case of the petitioner is that immediately on commencement of the work on 24-03-2015, the petitioner faced multiple hindrances on account of infrastructural challenges at the site resulting in enlargement of scope of work. Some of the said challenges are:-

- a) The machinery at the construction site at NIT could not be set up due to non-availability of transport routes that could support the load of trucks/ tippers. The alternative route suggested by the

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respondent was the main NIT gate, which provided restricted access to the petitioner;

- b) The architectural and structural drawings were handed over to the petitioner only on 30-05-2015;
- c) The work site remained submerged under water for more than 3 months whereafter also considerable water logging persisted at the Construction site which made the site inaccessible and unfit for construction work;
- d) IIT Guwahati, which was required to test the materials from the construction site, which were crucial to continuation of work, did not give the reports promptly; and
- e) The nature of the soil was very weak, the water table was extremely high which caused the soil to be looser and made piling very difficult, requiring 50-55% more concrete and that due to the high-water table, a permanent liner in the soil was recommended by the Petitioner to be installed to maintain integrity, however, the Respondent failed to address the said concern.

[6] It is also the case of the petitioner that despite challenges and difficulties faced by the petitioner, it continued with executing the contract work and completed a substantial portion of the work and submitted seven RA Bills for a net amount of Rs. 27 crores which are as under:-

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RA Bill No.	Submission date	Amount raised	Amount paid	Pages
RA Bill No. 1	30.03.2015	Rs. 10,50,00,000/- as mobilization advance	Paid full amount	40-43 of W.P.
RA Bill No. 2	07.09.2015	Rs. 10,50,00,000/- as mobilization advance	Paid full amount	53-56 of W.P.
RA Bill No. 3	17.12.2015	Rs. 8,00,52,429/-	Paid 7,63,85,750/-	57-59 of W.P.
RA Bill No. 4	12.02.2016	Rs. 7,72,79,816/-	Paid full amount	64-69 of W.P.
RA Bill No. 5	07.03.2016	Rs. 5,05,37,124/-	Paid Rs. 4,33,08,901/-	72-77 of W.P.
RA Bill No. 6	30.03.2016	Rs. 7,00,64,508/-	No payment received ADJUSTED MOB. ADVANCE	82-84 of W.P.
RA Bill No. 7	06.06.2016	Rs. 5,17,58,357/-	No payment received ADJUSTED MOB. ADVANCE	91-96 of WP

[7] It is also the case of the petitioner that the petitioner sent multiple letters and representations to the respondent seeking release of the funds withheld against work done since February, 2016 and that it was facing a serious cash flow constraint which affected the payments to vendors, procurement of materials and labour, etc. The petitioner also incurred an unstipulated cost on account of requirements of excess concrete and therefore, it faced financial hindrances. The petitioner stated that the respondent had merely paid a sum of Rs. 13,69,00,000/- (Rupees thirteen crore sixty nine lakhs only) as against the work done for a value of Rs. 36,87,00,000/- (Rupees thirty six crores eighty seven lakhs only). It has also been stated that due to local bandhs and strikes, frequent closure of highways and inclement weather conditions, the petitioner faced immense loss of work and materials and on account of stoppage of work due to

non-availability of funds owing to non-release of payments by the respondent, the petitioner also incurred idle charges.

[8] It is also the case of the petitioner that the respondent accepted and acknowledged that the respondent had not cleared the dues of the petitioner pertaining to the period of February, 2016 to 15-05-2016 but sought to justify the non-payment alleging non-deposit of funds by the NIT, however, the respondent undertook to defray the same fully in the first week of September, 2016 on disbursement of funds by NIT. The petitioner stated that the respondent sought to undermine the financial constraints being faced by the petitioner by claiming that part payment of running bills was sufficient to deal with the difficulties faced by the petitioner. It is the case of the petitioner that in response to the various claims made by the petitioner, the respondent stated that bandhs were common in the area and necessary hindrances in relation thereto had been recorded in the hindrances register thereby acknowledging the same as one of the reasons for delay in completion of work. It has also been stated that the respondent accepted and acknowledged that the inclement weather was the primary reason the site become unworkable and work could not proceed. However, the respondent arbitrarily held that no idle overheads were to be granted and the respondent also categorically refused to reimburse the additional cost of the extra concrete borne by the petitioner. Subsequently, the respondent unilaterally issued an order dated 03-10-2016 directing that no further work should be executed on the project site till further orders and the reasons given for issuing the suspension order was due to

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non-depositing of project funds and some administrative reasons informed by the NIT, Imphal.

[9] Later on, the Engineer-in-Charge issued a Memorandum by which it was intimated that due to administrative reasons, it has been decided by the competent authority to foreclose the NIT Project work under CPWD and also requesting the petitioner to contact the Engineer-in-Charge for joint measurement of unpaid works so that necessary formalities can be completed for closure. Thereafter, the Engineer-in-Charge issued a letter dated 13-02-2017 for closing the contract work on ground of large scale change in scope of work due to poor soil condition and abnormal increase in cost, however, on the next date i.e., on 14-02-2017, the Engineer-in-Charge issued another Memorandum withdrawing the said foreclosure letter dated 13-02-2017. After the withdrawal of the foreclosure letter, the respondent granted extension of time upto 31-12-2017 for completion of the work, however, the work remained suspended on account of non-deposit of funds by the NIT and lack of any further instructions by the respondent.

[10] It is also the case of the petitioner that to the utter shock of the petitioner, the respondent issued a letter dated 18-12-2019 by way of which, the respondent sought to foreclose the work under Clause 13 of the GCC, however, the respondent acknowledged that the work had been stopped for approximately three years due to non-payment of funds by the NIT resulting in foreclosure of the work. The petitioner submitted that joint measurement of the work was conducted in February, 2020, whereafter,

the respondent unilaterally and illegally raised and certified the final eight Running Account Bills on 19-04-2021 without any audit of the work executed in terms of the joint measurement and without any reconciliation of accounts. Thereafter, the respondent issued the impugned Demand Letter dated 20-04-2021 demanding recovery of mobilization advance to the tune of Rs. 8,68,23,060/- (Rupees eight crores sixty eight lakhs twenty three thousands and sixty only), secure advance for an amount of Rs. 86,91,829/- (Rupees eighty six lakhs ninety one thousand eight hundred and twenty nine only) and interest on mobilization advance amounting to Rs. 7,62,76,196/- (Rupees seven crores sixty two lakhs seventy six thousand one hundred and ninety six only). In the said Demand Letter, the petitioner was given an ultimatum by the respondent that in the event of non-payment of the demanded amount, the same would be recovered from other works being carried out by the petitioner as per Clause 29 of the GCC. Thereafter, the respondent issued the impugned Memorandum dated 18-07-2022 for withholding the demanded amount from the dues payable to the petitioner in connection with any other contract works.

[11] The learned counsel for the petitioner submitted that recovery of the mobilization advance and/or interest thereon cannot be made by the respondent as provided under Clause 10B(iv) of the GCC for the reason that Clause 10B(iv) pre-supposes complete execution of the work and recovery of the entire mobilization advance by the time 80 per cent of the gross value of the contract is executed and as such, it has no application in

the present case when the work was suspended and finally foreclosed on the direction of the respondent and was not allowed to be fully executed.

[12] It has also been submitted that, in such a situation, the manner of recovery of the mobilization advance is governed as per the mode prescribed by Clause 13 of the GCC. Clause 13 of the GCC, inter alia, provides that after abandonment of the work, the Contractor is entitled to be paid at contract rates, full amount of works executed at site and in addition, a reasonable amount to be certified by the Engineer-in-Charge for the items mentioned therein which could not be utilised on the work to the full extent in lieu of the foreclosure. It has further been submitted that Clause 13 categorically stipulates that it is only after such determination and against any payment found due to the Contractor, the Engineer-in-Charge is entitled to recover or be credited with any outstanding balance due from the Contractor including towards mobilization advance.

[13] The learned counsel also submitted that in the present case, the petitioner has made certain claims and notified the respondent that in the event of non-settlement of dues, the matter will be treated as a dispute and that since the claims made by the petitioner has not been settled by the respondent, the dispute is pending for settlement before the arbitration proceedings as provided under Clause 25 of the GCC. The learned counsel further submitted that unless and until the dispute is settled as provided under Clause 25 of the GCC, the respondent cannot take any action for recovery of the mobilization advance from the petitioner. It has also been

submitted that the demand raised by the respondent by way of impugned Demand Letter dated 20-04-2021 and impugned internal Memorandum dated 18-07-2022 purporting to recover the alleged departmental dues from the petitioner and directing the Chief Engineers/ Superintending Engineers of the Department to withhold the payments pursuant to different agreements entered with the petitioner in order to recover the alleged dues of Rs. 18,18,05,473/- is illegal, arbitrary, unreasonable and contrary to the principle of natural justice. As such, the said impugned Demand Letter and the impugned Memorandum are liable to be quash and set aside.

[14] It has also been submitted that invocation of Clause 29 of the GCC is manifestly based on illegal and untenable demand, the same having been arrived at without first computing the sums due to the petitioner under various acts in terms of Clause 13 of the GCC. The learned counsel also submitted that while dealing with the similar facts, the Hon'ble Delhi High Court in the case of **"Shapoorji Pallonji & Co. Pvt. Ltd. Vs. Union of India"** reported in **2018 SCC Online Del. 12911** held that invocation of Clause 29 to be illegal by observing that the provision of Clause 29(ii) have to be read in conjunction with Clause 29(i) and that in terms of the said sub-clause (ii), if, as a result of audit and technical examination, any sum was found to be overpaid in respect of the work done or the work claimed to have been done and found not to have been executed, the Contractor is liable to refund the same. It has been forcefully submitted by the learned counsel that in the present case, as no audit of work or accounts have been

done finding any sum to be due, the invocation of Clause 29 is manifestly illegal and unsustainable.

[15] The learned counsel lastly submitted that the withholding of the above-mentioned amount from the dues payable to the petitioner in pursuance to the impugned Memorandum is ex-facie without legal authority inasmuch as, in accordance with Clause 29 of the GCC, assuming without admitting that the same can be invoked at all, the Engineer-in-Charge or the Government is entitled to withhold and have a lien to retain to the extent of claimed amount from any sum payable to the Contractor under the same contract or any other Contract with the Engineer-in-Charge of the Government. The Engineer-in-Charge has been defined in Clause 2(v) of the GCC to mean the Engineer officer who shall supervise and be in-charge of the work and who shall sign the contract on behalf of the President of India as mentioned in Scheduled F. Therefore, Clause 29 has no application in the present case as the petitioner has no other contract with the Engineer-in-Charge of the instant contract.

[16] Mr. Kh. Samarjit, learned DSGI appearing for the respondent submitted that the contract was foreclosed under Clause 13 of the GCC due to lack of funds and non-deposition of amount by the NIT, the client of the project and that after foreclosure of the work, joint measurements were conducted at the site in the presence of the petitioner's representative. Thereafter, the final bill was prepared and passed based on the joint measurements. It has also been submitted that after finalizing the final bill,

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it was found out that some amounts from the petitioner, such as mobilization advance along with interest needs to be recovered as per the provisions of the agreement and Clause 10B(iv) of the GCC. Accordingly, deductions were made from the bills payable to the petitioner in accordance with the contractual provisions.

[17] It has also been submitted that even after such deduction, it was found out that some amount of the mobilization advance along with interest still needs to be recovered from the petitioner and as such, the impugned demand Letter dated 20-04-2021 had been issued requesting the petitioner to deposit the outstanding balance amount within 15 days with the ultimatum that in the event of failure to deposit the amount, the same will be recovered from other works carried out by the petitioner as per Clause 29 of the General Conditions of Contract (GCC). When the petitioner failed to deposit the said amount, the impugned Memorandum was issued for withholding the demanded amount from dues payable to the petitioner as provided under Clause 29 of the GCC, which allowed the respondent to withhold or retain any sum of money due to the petitioner under any contract with the Government until the dispute is settled by arbitration or court.

[18] It has also been submitted that restricted meaning should not be given to the word 'Engineer-in-Charge and the Government', rather normal and general meaning should be adhered thereto and that on general reading of Clause 29(ii) of GCC as well as from operandi modus of Clause 29 of the CPWD, it is unambiguous that Engineer-in-Charge can withheld

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any amount from dues of any company working under CPWD from different divisions/ branches as the authorities, while dealing with public money, cannot be rendered remediless. It has also been submitted that the impugned Memorandum is an internal document and was circulated within the Department and that no amount has yet been withheld by the Department and it is only in the process of ascertaining whether any money are lying due to be paid to the petitioner. The learned counsel submitted that the dispute resolution is under process and all claims will be adjudicated upon and settled as provided under Clause 25 of the GCC and pending such resolution, resorting to the present proceedings under Article 226 of the Constitution of India is highly misconceived and misplaced. The learned counsel, accordingly, prays for dismissing the present writ petition.

[19] I have heard the learned counsel appearing for the parties at length and considered their submissions. The admitted facts in the present case are that the petitioner availed mobilization advance of Rs. 21 crores as provided under Clause 10B(ii) of the GCC and the petitioner executed some portion of the contract work. The petitioner had also submitted seven Running Account Bills and out of which, the respondent released the bills amount in respect of RA Bills No. 1 to 5. It is also an admitted fact that the respondent suspended the work by issuing an order dated 03-10-2016 on account of alleged administrative reasons and non-deposit of funds by the NIT. After suspending the execution of the contract work for about three years, the respondent ultimately foreclosed the work under Clause 13 of

the GCC by issuing an order dated 18-12-2019 due to non-deposit of funds by the NIT. Thereafter, the respondent unilaterally prepared the final bill.

[20] The mode of recovery of the mobilization advance is provided under Clause 10B(iv) of the GCC, which reads as under:-

“(iv) The mobilization advance and plant and machinery advance in (ii) & (iii) above bear simple interest at the rate of 10 per cent per annum and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Recovery of such sums advanced shall be made by the deduction from the contractors bills commencing after first ten per cent of the gross value of the work is executed and paid, on pro-rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time eighty per cent of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount up to the date of recovery of the installment.”

[21] The respondent withheld the bill amount in respect of RA Bills No. 6 and 7 and the final bill prepared by the respondent and adjusted the said bill amount by way of recovery of the mobilization advance as provided under Clause 10B (iv) of the GCC. Thereafter, the respondent issued the impugned Letter dated 20-04-2021 requesting the petitioner to deposit the amount of Rs. 17,17,91,085/- as balance due amount of the outstanding mobilization advance, which also include interest of the mobilization advance. When the petitioner failed to deposit the said balance amount of the the mobilization advance, the respondent issued the impugned Memorandum dated 18-07-2022 for withholding the said balance mobilization advance from any dues payable to the petitioner by invoking the provisions of Clause 29 of the GCC.

[22] It is the case of the respondent that as the petitioner had availed mobilization advance and as the total amount of the mobilization advance has not been fully recovered, the respondent is entitled to recover the balance amount of the mobilization advance from the petitioner along with interest in terms of the contract agreement and as such, no illegality has been committed in issuing the impugned Demand Letter as well as the impugned Memorandum. On the other hand, the case of the petitioner is that there was no delay on its part in executing the contract work and the delay was solely attributable to the respondent and as such, the petitioner is not liable to pay interest. It is also the case of the petitioner that the execution of the work was suspended by the respondent on ground of non-deposit of the funds by the NIT and after suspending the work for about three years, the respondent unilaterally foreclosed the work under Clause 13 of the GCC for the same reason the work was initially suspended. It is also the case of the petitioner that if the respondent have to foreclose the contract work on ground of non-release of funds by NIT, the respondent ought to have done the same at the time of issuing the suspension order instead of waiting for three years, which resulted in incurring losses to the petitioner.

[23] It is an undisputed fact that the petitioner have raised certain claims against the respondent and the respondent have also raised certain claims against the petitioner and that the process for settlement of the dispute amongst the parties in terms of Clause 25 of the GCC is pending. It is also an admitted fact that there has been no audit of the work executed

in terms of joint measurements and no reconciliation of the accounts. In such a situation, the question which arose for consideration is whether the respondent can unilaterally issue the impugned Letter dated 20-04-2021 demanding the alleged balance amount of mobilization advance from the petitioner and also to issue the impugned Memorandum dated 18-07-2022 for withholding the said balance amount of mobilization advance from any dues payable to the petitioner by invoking the provisions of Clause 29 of the GCC.

[24] As the full amount of the mobilization advance was not recovered from the petitioner as provided under Clause 10B(iv) of the GCC on account of foreclosure of the work by the respondent, there is now no possibility of recovering the alleged balance amount of mobilization advance from the petitioner as provided under Clause 10B(iv) of the GCC. In such a situation, the only remedy available to the respondent under the contract agreement for recovery of the said balance amount from the petitioner is as provided under Clause 13 of the GCC. Clause 13 of the GCC, inter alia, provides that against any payment due to the Contractor as provided under the said Clause 13 or otherwise, the Engineer-in-Charge shall be entitled to recover or be credited with any outstanding balances due from the Contractor for advance paid in respect of any tools, plants and materials and any other sums which at the date of termination were recoverable by the Government from the Contractor under the terms of the contract.

[25] In my considered view, such recovery as provided under Clause 13 can be made only after final settlement of the amount due payable to the petitioner as provided under the said clause. In the present case, the dispute with regard to the claims made by the respondent against the petitioner and the counter claims made by the petitioner against the respondent is pending for settlement in terms of Clause 25 of the GCC and as such, it will not be wrong to arrive at a conclusion that no final settlement has been made as yet with regard to either any dues payable to the petitioner or any balance amount which is recoverable from the petitioner. Accordingly, this court is of the considered view that the respondent cannot initiate recovery of any balance amount from the petitioner as provided under Clause 13. In the result, it is hereby held that the impugned Letter dated 20-04-2021 had been issued by the respondent without any authority of law and in violation of the contract agreement and the same is not sustainable and liable to be quashed and set aside.

[26] So far as the impugned Memorandum dated 18-07-2022 is concerned, this court is of the considered view that the said Memorandum is also not sustainable and deserves to be quashed and set aside for the following reasons:-

- (i) As this court had held that the impugned Letter dated 20-04-2021 demanding for recovery of the alleged outstanding balance amount of mobilization advance from the petitioner is not sustainable in the eyes of law, there is no question of withholding

the said outstanding balance amount of mobilization advance from any dues payable to the petitioner by invoking Clause 29 of the GCC.

- (ii) Clause 29 of the GCC, inter alia, specifically provides that the Government shall be entitled to withhold and have a lien to retain any claimed amount against the Contractor from any sum payable to the said Contractor under the same contract or any other contract with the Engineer-in-Charge. Accordingly, in my considered view, the Government can only withhold the claimed amount against the petitioner from any sum payable to the petitioner under the present contract or any other contract with the same Engineer-in-Charge. In the present case, it has been submitted by the parties that there is no other contract executed by the petitioner under the same Engineer-in-Charge and as such, the provisions of Clause 29 cannot be involved in the present case.

[27] In view of the facts and circumstances of the present case and for the findings and reasons given hereinabove, this court is of the considered view that the petitioner has made out a strong case for interfering with the impugned demand Letter and the impugned Memorandum. Accordingly, the present writ petition is allowed by quashing and setting aside the impugned demand Letter dated 20-04-2021 and the impugned Memorandum dated 18-07-2022. However, it is made clear that

the respondent is at liberty to initiate recovery of any outstanding amount of mobilization advance from the petitioner in terms of any remedy as available under the contract agreement.

With the aforesaid direction, the present writ petition is disposed of. Parties are to bear their own cost.

JUDGE

FR / NFR

Devananda