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IN THE HIGH COURT OF DELHI AT NEW DELHI

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O.M.P. 505/2013

Reserved on: May 7, 2015

Date of decision: May 28, 2015

STATE BANK OF INDIA

..... Petitioner

Through: Mr. Gopal Jain, Senior
Advocate with Mr. Rajiv Kapur and
Mr. Vidur Bhatia, Advocates.

Versus

S & S TECHNOCRATS PVT. LTD. & ANR Respondents

Through: Mr. Vivekanand, Advocate.

CORAM: JUSTICE S. MURALIDHAR

J U D G M E N T

28.05.2015

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1. The State Bank of India ('SBI') in this petition under Section 34 of the Arbitration and Conciliation Act, 1996 ('Act') challenges an Award dated 23rd January 2013 passed by the sole Arbitrator in the disputes between SBI and Respondent No.1.

Background facts

2. The background facts are that M/s. Taneja Associates Pvt. Ltd. invited tenders on behalf of the Petitioner for the execution of civil works in the construction of Staff Training Centre and Circle

stationery store at Sector 62, Noida. This was done after the earlier contractor, M/s. Singh Contractors Company had failed to execute the work with due diligence and, therefore, their contract had been terminated. The earlier contractor had completed works to the tune of Rs.17,32,175. After the tenders were opened and evaluated, M/s. S. & S. Technocrats Pvt. Ltd, Respondent No.1, was found to have quoted the lowest bid, and based on the recommendation of the Architect of the project they were called for negotiations.

3. According to the Petitioner during negotiations Respondent No.1 agreed that for abnormally high rated ('AHR') items, the rate would be determined as per the excess quantity either on the analysis of rates or the rate quoted whichever is the lowest. However it was also agreed that if the rate for the same item is different in the bills of quantity ('BOQ') the lowest rate would be payable. A letter of Award was issued to Respondent No.1 by the Architect's letter dated 11th August 2004 at a total cost of Rs.5,14,94,35.03. The date of the start of the work was 27th August 2004 and the stipulated period of completion was 24 months. An agreement was signed on 9th September 2004 between the parties.

4. It is not in dispute that Respondent No.1 was granted extension of time ('EOT') on two occasions. The first was for a period of 5 months and 16 days up to 8th February 2007 and the second for 188 days from

8th February 2007 up to 15th August 2007 with the price variation adjustment ('PVA') indices frozen on 30th April 2007.

5. The case of the Petitioner was that when a visit was made to the site by the bank officials on 10th December 2007, it was found that some work was still incomplete. On 15th December 2007 the site was handed over to the Petitioner. By a letter dated 18th December 2007, the Petitioner asked Respondent No.1 to deploy extra work force to complete the works by 20th December 2007. It is further stated that on 4th January 2008, the Architect also pointed out various defects and stated that Respondent No.1 was ignoring the rectification of defects. By its letter dated 17th January 2008, the Petitioner reminded Respondent No.1 that the shortcomings/defects should be rectified and compliance report should be got signed by the Architect. It is stated that further defects were pointed out by letters dated 24th May, 17th July and 6th November 2008 and by the Architect by letters dated 14th and 27th November 2008. It is stated that despite failing to meet the aforementioned contractual obligations, Respondent No.1 submitted an incomplete bill by a letter dated 8th December 2008. It is stated that the Petitioner by letters dated 26th February and 30th March 2009 advised Respondent No.1 that the defects were still to be rectified and that amounts would be recovered from the final bill being processed by the Architect.

6. By a letter dated 17th March 2009, Respondent No.1 invoked the arbitration clause for non-payment of the final bill. The Petitioner by its letter dated 31st March 2009 took the stand that the final bill was not in line with the agreed terms and conditions of the contract; that the bill was highly inflated and that the defects remained to be rectified. The Petitioner also reserved its rights to impose penalties and liquidated damages ('LDs') in addition to preferring counter claims for the losses suffered due to delay in completion of the works.

7. By the letter dated 31st March 2009, the Petitioner also pointed out that the Architect was still to issue a final certificate and requested Respondent No.1 to cooperate with the Architect in getting the bill scrutinised. It is stated that there were further disputes between the parties regarding extra items and the recoveries sought to be effected from the final bill. There was no agreement as regards settlement of the final bill. On 24th October 2009, Respondent No.1 again invoked arbitration clause and enclosed a list of 8 claims. On 26th December 2009, Respondent No.1 forwarded a copy of the final bill measurements. The attempts at having the disputes amicably settled through conciliation did not succeed and for a third time Respondent No.1 invoked the arbitration clause on 23rd March 2010. This time it enclosed a list of 10 claims. A sole Arbitrator was appointed by the Petitioner on 12th August 2010. Before the learned Arbitrator, Respondent No.1 filed 10 items of claims and the Petitioner filed 10 counter claims.

The impugned Award

8. In the impugned Award dated 23rd January 2013, the learned Arbitrator took up Claim Nos. 1 to 4 together. Claim No. 1 was for Rs. 1,85,80,640 towards payment for the final bill. Claim No. 4 was for Rs. 17,31,700/- on account of escalation. The learned Arbitrator noted that as far as Respondent No.1 was concerned, it submitted a final bill on 8th December, 2008. However, the Petitioner had been assuring even during the arbitral hearings that the final bill was still under settlement.

9. At the hearing on 22nd May, 2012, the Petitioner reported that no settlement could be reached. At the hearing held on 5th July 2012, the Petitioner produced the final bill as processed by the Architect and it was marked as Ex. R-65. At that hearing as noted by the learned Arbitrator, the Petitioner reiterated that except for Item No. 5.04 and 7.21 “it formally stood by the said final bill as at Ex R/-65”. However, at the hearing on 6th August 2012, the Petitioner took the stand that where work done exceeded the agreement quantities, only the reduced rates as given in Ex. R/73 would be payable. The Petitioner filed a revised bill Ex. R/-74 on 28th October, 2012. The Respondent No.1 carried out certain other modifications in the measurements as recorded by the Petitioner in the measurement books (MB) and submitted a revised bill [Ex. C/-193].

10. Thus the learned Arbitrator had to examine two final bills: Ex. R/- 74 as prepared by the Petitioner and Ex. C-193 prepared by Respondent No.1. The two bills were summed up under different sub-heads: -

- (i) Civil Items
- (ii) Plumber work
- (iii) Extra Items
- (iv) Recovery of Statement (as per Ex. R-65A)

11. The learned Arbitrator agreed with the submissions of Respondent No.1 that no AHR (items) were identified during execution of work. Respondent No.1 had been paid agreement rates for the work done. There was no notice issued regarding reduction of the rates. Even the Architect of the Petitioner recommended agreement rates for the entire quantity of work. In these circumstances, the attempt by the Petitioner to reduce the rates was held unjustified by the Arbitrator.

12. After discussing the evidence and documents, the Arbitrator noted that in the minutes of the meeting held on 25th May 2005, it was decided to provide aluminium @ Rs. 365 windows inclusive of all hardware like bolts, hinges, etc. It did not include the items which were measured and paid for all along including the final bill (Ex. R/65) verified by the Architect. Consequently, the learned Arbitrator concluded that there was no justification in reducing the quantity in the final bill. In the absence of any justification to show that the

agreement rate was higher than the market rates, reduction in rate could not be arbitrarily done. The learned Arbitrator also upheld the quantity of 8006.88 sq.m claimed in the final bill at Ex. C/193. Thus the total amount for the civil items was worked out to Rs.4,97,76,016/-.

13. As far as the work under extra items was concerned, the learned Arbitrator affirmed that the claim was for 2457.021 cum on supplying of good earth. It was held that a sum of Rs. 1,20,117/- was payable to the Respondent by the Petitioner. As far as payment for polished stone 40mm thick cladding was concerned, it was held that Respondent was entitled to receive payment for 6326.51 sq.m, and accordingly the claim was held to be justified to the extent of Rs.45,838/-. As far as payment for extras on hammer dressing of stone was concerned, the Respondent was held entitled to payment of Rs.43,761/-. For providing 80 mm Stone Coping, the Respondent was held entitled to receive Rs. 10,35,214/-. For the work done in Kota stone, the Respondent was held entitled to receive Rs.1,21,214/-.

14. The learned Arbitrator allowed several extra items separately. He also dealt with recovery of items of work. Claims for recovery of items of work as per Ex. R-65A consisting of the claim for Rs. 5000/- for not using spacers in Dholpur cladding, the claim for Rs 7000/- for improper slope in toilets, the claim for Rs. 15000/- for not using manhole covers of BC Make, the claim for recovery of Rs 20,000 for

cube test report, the claim for recovery of Rs 10,000/- for testing of sanitary work, the claim for recovery of Rs 20,000/- on account of efflorescence in brickwork, the claim for Recovery of Rs 62,397.86 for less thickness of granite flooring, the claim for Recovery of Rs 1,73,688/- for not using single piece window sills in small windows were all held to not be recoverable. The claims for recovery of Rs. 50,000 for sewage connection, recovery of Rs. 5,000 for bad stone finishing of Dholpur stone Jambs, Jaisalmer stone flooring provided in Dining Hall, Marble flooring in the Dining Hall were all rejected on merits.

15. The summary of the claims and counter-claims decided by the impugned Award dated 23rd January 2013 was as follows:

Claim No.	Description	Amount Claimed	Amount Awarded
1	Payment of Final Bill for work done including extra items not paid	Rs. 1, 85, 80, 640. 22	Rs. 5, 97, 85, 583/- of work paid in previous bill adjusted. Claimant entitled to receive Rs. 1, 28, 29, 935 against Claim 1 & 4
2	Release of EMD deposited with Tender forming part of Security Deposit	Rs. 50, 000/-	Rs. 50, 000/- released in favour of claimant
3	Payment of service tax		

	levied on the work 3A- penalty imposed by Commissioner of Service Tax 3B- interest imposed	Rs. 31, 12, 224/-	Withdrawn
4	Payment of Escalation as per PVA clause of the contract	Rs. 17, 31, 700. 60	Rs. 5, 97, 85, 583/- of work paid in previous bill adjusted. Claimant entitled to receive Rs. 1, 28, 29, 935 against Claim 1 & 4
5	Reimbursement of Testing Charges	Rs. 29, 260/-	Respondent liable to pay Rs. 29, 260/-
6	Damages by way of additional expenses incurred and losses suffered beyond stipulated period from Sept 2006 to Dec 2007- Staff and Establishment Expenses Loss of hire charges of tools, plants and machineries due to retention Or Alternative – as per Hudson formula	Rs. 9, 55, 500/- Rs. 82, 77, 450/-	NIL

		Value of work done/Contract <u>Sum X</u> <u>delayed period x 15%</u> 100 X stipulated period	
7	Interest on payments withheld in running bills Pre-suit, Pendent lite and future interest with monthly rests on all claimed amounts from 17.03.2009 till date of payment	Rs. 3, 96, 461.24	10% simple interest on Rs. 1, 27, 72, 841/- from 17.03.2009 And Additional 18% simple interest if award not paid within 2 months from date of award
8	Arbitration Proceedings Costs	Rs. 3, 50, 000/-	Rs. 1, 50, 000/- in favour of claimant
9	Cleaning congress grass	Rs. 34, 000/-	NIL
10	Payment of State Development Tax	Rs. 7, 63, 025/-	Withdrawn

Counter Claim No.	Description	Amount Claimed	Amount Awarded
1	Liquidated damages for delaying project w.e.f. 15-08-2007	Rs. 25, 74,721.75 @5% of contract value	NIL
2	Electricity consumed not paid	Rs. 1, 36, 354/- (Rs. 2, 21, 520/-	Rs. 1, 36, 354/-

		less Rs. 85,166/- recovered from final bill)	
3	Site Engineer's salary	Rs. 1, 50, 000/-	NIL
4	Non- use of Premises	Rs. 66, 00, 000/-	NIL
5	Residential property hired for trainees	Rs. 53, 62, 500/-	NIL
6	Amount of Penalty imposed by NOIDA authority along with interest for delay in completion of works	At actuals	NIL
7	Non claim of depreciation on amount spent by bank on project	Rs. 19, 06, 925/-	NIL
8	Non beneficial utilization of funds	Rs. 77, 00, 000/-	NIL
9	Interest(Pre reference, Pendente lite and future Interest on all counter claims	@11% p.a	10% simple interest on Rs. 1, 27, 72, 841/- from 17.03.2009 And Additional 18% simple interest if award not paid within 2 months from date of award
10	Cost of Arbitration proceedings	Rs. 5, 00, 000/-	Rs. 1, 50, 000/- in favour of claimant

Submissions of counsel

16. It was first submitted by Mr. Gopal Jain, learned Senior counsel for the Petitioner, SBI, that the learned Arbitrator erred in awarding Rs.1,28,29,935 against Claims 1 and 4 which comprised civil work, plumbing works, extra work, and escalation as per price variation adjustment ('PVA') clause. It was submitted that the learned Arbitrator failed to take into account Clauses 35.3 and 35.5 of the Conditions of Contract ('CoC') and Clauses 6 and 10 of the Conditions of Tender ('CoT'). It was further submitted that the claim for change in the quantity could not be awarded until proper measurement records were produced in support of the claim. It was pointed out that at the negotiations held on 31st July 2004 the Respondent had accepted in writing even prior to the award of work, that the rates for abnormally high rated ('AHR') items would be determined for the excess quantity based on the analysis of the contractual rate or market rates, whichever were less and the same would be payable for the excess quantity mentioned in the Bill of Quantity ('BoQ').

17. Relying on the judgment in ***Bhagat Ram Sahani and Sons v. Delhi State Industrial Development Corp. 2006 (132) DLT 427 (DB)***, Mr. Jain submitted that the compensation for additional work cannot be granted where the conditions precedent for such grant had not been satisfied. It was further submitted that the learned Arbitrator failed to notice that in terms of Clause 35.3, the Architect's certificate was a

condition precedent to the submission of final bill. Further, even if the Architect certified an interim bill, that was not binding on the SBI. It was accordingly submitted that Respondent No.1 was in error in describing the bill dated 8th December 2012 as the final bill. It was submitted on behalf of SBI that by letter dated 31st March 2009 it was pointed out that as of that date the Architect was yet to issue a final certificate. Respondent No.1 was requested to cooperate with the Architect in getting the bill scrutinised.

18. In reply it was submitted by Mr. Vivekanand, learned counsel for Respondent No.1, that the Petitioner filed its counter statement of facts (CSF) and its counter-claims on or around 7th January 2011 enclosing a copy of Ex. R-65, the final bill prepared by the Architect. It was submitted that since the final bill was produced by the Petitioner itself, it was relied upon by Respondent No.1 as regards the total work done. The arguments of Respondent No.1 commenced before the learned Arbitrator on 23rd April 2011. The learned Arbitrator directed the Petitioner to produce the measurement books ('MBs') and MAS registers. However, those documents were not produced by the Petitioner. Respondent No.1 commenced its arguments on 24th September 2011 based on the final bill (Ex. R-65). Between 14th January and 22nd May 2012 the Petitioner sought adjournments to settle the dispute with reference to final bill (Ex. R-65 and R-65A). However, no settlement could be arrived at.

19. Mr. Vivekanand then referred to the proceeding dated 22nd May 2012 when the learned Arbitrator noted the submissions on behalf of the Petitioner that “except for a few items agreed figure of final bill have been arrived at.” The Court’s attention was also drawn to the proceeding dated 5th July 2012 where it was submitted on behalf of the Petitioner SBI that “the bill has to be as per R/65.” In fact at that stage the learned Arbitrator noted that “R/65 is Respondents’ (SBI's) own document submitted with CSF and signed by three officers of" SBI. It is on the next hearing on 6th August 2012 that SBI resiled from Ex. R-65 and submitted a revised final bill i.e. R-73 in which the rates and measurements of AHR items stood reduced. The learned Arbitrator in the proceedings on 9th August 2012 discussed R-73 in some detail. A direction was issued to the Petitioner to submit the final bill by 28th August 2012. At the next hearing on 26th September 2012 the further revised final bill of the Petitioner (R-74 dated 28th August 2012) was discussed.

Decision on Claims 1 and 4

20. The Court would preface its discussion of the above submissions by first noting that the scope of interference by the Court with an Award in exercise of its jurisdiction under Section 34 of the Act is limited. The law as explained in numerous decisions including the recent one in *Associate Builders v. Delhi Development Authority 215 (2014) DLT 204 (SC)* prevents it from re-examining the evidence to determine if a view other than the one taken by the learned Arbitrator

was possible. The Court is not sitting in appeal over the findings of the learned Arbitrator. If the view taken by him appears to be plausible and if it is not shown to be perverse or irrational, then no interference is called for.

21. The Court would next briefly refer to the clauses of the contract relevant to Claims 1 and 4. Clause 35.3 of the Conditions of Contract (CoC) states that the certificate of the Architect shall not be itself be conclusive proof that the work certified is in accordance with the contract, and that SBI might discover at a later point in time that an interim payment certified by the Architect is in fact not payable. Clause 35.5 of the CoC states that an Architect may make a correction in any previous certificate issued by him. Clause 6 of the Conditions of Tender (CoT) states that if the BOQ does not include any part the "intention to include which is clearly inferred and which are obviously necessary for the completion of works" then such part shall be supplied or executed by the contractor "at no extra costs".

22. While the existence of the above clauses are not in doubt, the conduct of SBI itself contradicts the submissions it seeks to advance to assail the Award. The final bill as certified by the Architect (Ex. R-65) was produced by SBI itself for the first time before the learned Arbitrator. For some hearings thereafter, at least till 6th August 2012, SBI kept swearing by that final bill. Therefore, the learned Arbitrator can hardly be faulted by accepting that to be the correct determination

of the quantities and rates as certified by the Architect and accepted by SBI. Even before this Court, there is no satisfactory explanation offered for the conduct of SBI in resiling from the said bill midway through the arbitration proceedings and seeking to replace it with another final bill (Ex. R 74) with reduced quantities and rates.

23. The plea that an Architect had to first certify the bill before it could be finalised and further that the Petitioner was not bound by such certification falls to the ground when one considers the conduct of SBI in first tendering Ex. R-65 which purportedly satisfied both requirements and then unilaterally changing its stand and producing Ex. R-74 as the final bill. The shifting stand of the Petitioner makes its case extremely doubtful. Further a plea not urged before the learned Arbitrator about certification by the Architect, cannot be permitted to be urged for the first time before this Court. The decision of the Supreme Court in *J.G. Engineers v. Union of India AIR 2002 SC 766* supports this proposition.

24. As pointed out by Mr. Vivekanand, Respondent No.1 on its part wrote on 23rd August 2007 and 8th January 2008 requesting for the issuance of a completion certificate from the Architect. It also appears that when the Petitioner started the process of finalisation of the bills it did not insist on compliance with Clause 35.3. There appears to be no stand taken that payments made of running bills, certified by the Architect, were wrongly made. It is for this reason that the learned

Arbitrator appears to have come to the conclusion in the impugned Award that the reduction of rates and deletion of items 5 years after the completion of the work and 2 years after the final bill Ex. R-65 was prepared, was not justified.

25. The AHR items have been dealt with by the learned Arbitrator in some detail in the impugned Award and he has also referred to the letters dated 31st July 2004 and 30th March 2009. The conclusion drawn by the learned Arbitrator that “in the absence of any justification to show that the agreement rate was higher than the market rates and existence of notice thereto, reduction in rate can’t be arbitrarily done at this stage” cannot be faulted. Consequently, this Court negatives the plea of the Petitioner that as regards Claims 1 and 4 the impugned Award overlooks the provisions of the contract and dealt with matters beyond the jurisdiction of the learned Arbitrator.

The PVA Claim

26. The next major point urged is regarding the PVA claim. Reliance is placed by SBI on Clause 37 (a) to urge the claim for PVA was an 'excepted matter' and, therefore, not arbitrable. Further reference is made to Clause 11.2.3 Stipulation (x) which states that: "In all cases of disputes under this clause the decision of the Dy. Manager Director & CDO of employer who shall give a reasonable hearing to the Contractor in person (not through agents/advocates) shall be final and

binding". Clause 11.2.3 Stipulation (viii) states: "No Claim will be entertained from the Contractor for interest or on any grounds for non-payment for delay in payment of PVA due to late publication or non availability of the necessary indices or due to delay in preparation of running of final bills." Reference is also made to the decision of this Court dated 1st October 2012 in O.M.P. No. 544 of 2006 (*State Bank of India v. K. D. Bali*).

27. As already noted, EOT was granted with PVA up to 15th August 2007 with the cost indices frozen as on 30th April 2007. Once EOT was granted, there was no dispute as regards the period for which the PVA was payable and cost indices had to be applied. As pointed out rightly by learned counsel for Respondent No.1, there was in fact no decision taken on the issue of PVA in terms of Clause 11.2.3 (x) and, therefore, the said claim could not be held to be "an excepted matter". This factor distinguishes the present case from the one in *State Bank of India v. K. D. Bali* (supra) where the decision of the Arbitrator was clearly on an excepted matter. On the contrary, the stand of the SBI before the learned Arbitrator at the hearings on 24th September 2011 and 5th July 2012 was that PVA was applicable. While it was also submitted that the decision of the DMD and CDO would be final, this claim was never referred to the DMD and CDO and as such there was no decision by them in the matter. SBI also appears not to have filed any calculation of the payable amount despite the learned Arbitrator having granted it an opportunity at the hearing on 5th July 2012.

Liquidated Damages

28. A factor to be noted is that there was an admission by the Petitioner before the Arbitrator as recorded in the proceedings on 7th October 2011 (and stated in its written notes dated 5th May 2015 before this Court) that the work was complete on 15th December 2007 and the site was handed over. The learned Arbitrator has found as a fact, even while rejecting Claim No.6 of Respondent No.1, that it had not suffered any loss beyond the stipulated period. The learned Arbitrator also found that there were delays on the part of the Petitioner.

29. As regards the claim for LD, SBI refers to Clause 22 of the Notice Inviting Tender (NIT) which envisages levy of LD at 2% per week of the contract amount beyond the date the work remains incomplete subject to maximum up to 5% of the contract value (without extra items) as per clause 29 of the General Condition of Contract." Reference is also made to Clause 29 of the CoC which is premised on time being the essence of the contract and importantly, on "the contractor failing to complete the works on or before the date specified as date of completion or such extended date."

30. The fact that there were two EOTs granted up to 15th August 2007 with PVA frozen as on 30th April 2007 was indicative of time no longer being the essence of the contract. It was safe to proceed on

the basis that the stipulated date of completion stood shifted to 15th August 2007. SBI itself treated the actual date of completion of the work as 15th December 2007. SBI did not show how it had suffered any loss during the extended period between 15th August and 15th December 2007. As held in *J.G. Engineers v. Union of India* (supra) once the Arbitrator found that it was SBI which was responsible for delay, the claim for LD is unsustainable and the contractor is entitled to escalation. Secondly, the learned Arbitrator has returned a factual finding that it was the Petitioner who was responsible for the delay. Thirdly, no show cause notice appears to have been issued by SBI proposing imposition of LD at any point in time. The rejection of SBI's counter claim for LD cannot be faulted.

Extra Items

31. As regards the payment of the extra items, the Court finds that the learned Arbitrator has gone by the record before him and has given very detailed reasons for allowing some of the claims. The relevant clauses in the agreement relating to this claim are Clauses 14 and 18 of the CoC. However, the Court finds that SBI has not been able to rebut the contention of Respondent No.1 that in the running bills many of the extra items were certified by the Architect and paid by SBI. Secondly, SBI has not been able to rebut the contention of Respondent No.1 that Clause 18 was complied with as for all the extra items awarded by the Arbitrator, the analysis of rates was submitted by Respondent No.1 at appropriate stages and for most of the extra items

rates were approved by Architect under Clause 18 and agreed to by SBI. Further it was contended that the correct measurements although recorded in the Measurement Book of SBI were not included in Ex. R-74.

32. The Court finds that many of the extra items allowed by the learned Arbitrator (except item No.2.1.3.11) were recorded in MB. The rates for these extra items were approved by the Architect. SBI does not appear to have shown any justification for not including the said extra items in Ex. R-74. Once it was shown that these were not BOQ items and were in fact executed, and their rates were also approved, there was no basis to deny the claim of Respondent No.1.

Other claims

33. On the issue of release of the EMD deposited and reimbursement of testing charges, the Court finds that the learned Arbitrator has gone by the applicable clauses of the contract and in any event the view taken by the learned Arbitrator appears to be a plausible one. The claim for payment of interest again has been dealt with by the learned Arbitrator within the scope of the clauses of the agreement and cannot be said to be excessive.

34. As regards the counter claims, the learned Arbitrator allowed Counter Claim No. 2 for electricity charges to a limited extent. As

regards the rejection of other counter-claims, the Court is unable to find any error in the Award of the learned Arbitrator.

Conclusion

35. The petition is accordingly dismissed with costs of Rs. 25,000 which will be paid by SBI to Respondent No.1 within four weeks.

MAY 28, 2015
dn/rs/Rk

S. MURALIDHAR, J

