*   **IN THE HIGH COURT OF DELHI AT NEW DELHI**

Reserved on: 13.07.2017
Pronounced on: 02.08.2017

\+   **W.P. (C) 2948/2017, CM APPL.12848-12849/2017**

ELGI SAUER COMPRESSORS LTD. AND ANR. ..... Petitioners

Through: Mr. Rajeev Mehra, Sr. Advocate with Mr. Manish Jha and Ms. Shruti Aggarwal, Advocates.

versus

BHARAT HEAVY ELECTRICALS LTD AND ANR..... Respondents

Through: Mr. Atul Shankar Mathur with Ms. Priya Singh, Advocate for R-1.

Mr. Anil Airi, Sr. Advocate with Mr. Krishan Kumar, Mr. Atul, Ms. Sukanya Lal and Mr. Himanshu, Advocates for Resp-2.

CORAM:
HON'BLE MR. JUSTICE S. RAVINDRA BHAT
HON'BLE MR. JUSTICE S.P. GARG

MR. JUSTICE S. RAVINDRA BHAT

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1. The petitioner (hereafter referred to as "Elgi") is aggrieved by the decision of the Bharat Heavy Electricals Limited (hereafter "BHEL"), rejecting its offer/tender; BHEL had invited bids for HP Air Compressors [hereafter "Equipments"] for the *Pranahita-VI, VIII, X and XI Project*.

2. BHEL issued the Notice Inviting Tenders (NIT) for selection of an agency for the purpose of Compressors on 08.09.2016. The NIT comprised

two systems - Part-I, i.e. the techno-commercial bid and Part-II, i.e. price bid.

3. Both parts of the bid were to be kept in two separate sealed envelopes and clearly described as such. The tender enquiry number and due date were also to be indicated on the envelopes. The main purpose for the two part system was that in the event of a deviation in Part-I, the bid was not to be rejected at the outset but the tenderer was to be given an opportunity through clarifications sought in terms of clause 2 of the NIT.

4. The relevant tender conditions – comprised in the general conditions of the contract (GCC) of the NIT and the instructions for the bidders relevant for the purpose of these proceedings are extracted below:

> *"1. General: These general terms & conditions shall apply to all enquiries, notice inviting tenders, request for quotations concerning the supply of goods and/or rendering of services to Bharat Heavy Electricals Ltd., Bhopal (hereinafter referred to as BHEL of the Purchaser) or its Projects/Customers.*
>
> *General Instructions - Common for Indigenous & Foreign enquiries*
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> *********** ************
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> *2. **Bid opening:-** The offers received upto 11.00 AM (IST) on due date in the tender room shall only be accepted. The 'Techno-commercial' part of the bid i.e. Bid Part-I of the offers shall be opened on the due date of tender opening. Clarifications wherever required on this part shall be obtained from the bidders for their evaluation. The price bid Part II of such vendors alone shall be opened whose techno-commercial bids are found acceptable. The date of 'Price bid-Part II' opening shall be intimated later on.*
>
> ***Alternatively:**BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-*

commercial evaluation. ***All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.*** *In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction.* ***Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'online sealed bid'" in the Reverse Auction. Non submission of 'online sealed bid' by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue. Pls. note that the H1 bidder (whose quote is highest in online sealed bid) will not be allowed to participate in further RA process."***

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A Sealed bids are invited for scope of Supply/Services as detailed in the enquiry. The quotation should be neatly typed and free from over writing/erasures. Any correction or addition must be authenticated. The bid should be submitted in English or Hindi language. Relevant enclosures, supporting documents, catalogue, samples, if any, as required as per Notice Inviting Tender (NIT) conditions shall be sent along with technical offer. Rate should be quoted in the units asked for in the enquiry. The rates should be quoted both in figures and words. In case of discrepancy in figures and words, the rates quoted in words shall be considered.

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I Bidder can also submit offer through email, if called for in the enquiry, at the email address indicated in the enquiry. Such email offers shall be sent only on designated email-id to reach before 11.00 hrs of the tender due date. BHEL will not be responsible for incomplete offers and the ones delivered late through e-mail.

J Bid in single part or techno-commercial bid in ***two*** *part system (as the case may be) will be opened on the due date. In* *case of two part bid, price bids of techno-commercially acceptable bidder (s) only shall be opened on the assigned date, for which separate intimation will be sent to the acceptable bidders.*

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15 Payment Terms:

***Indigenous**: 100% payment within 90 days of receipt (45 days of MSE/NSIC registered suppliers as per relevant act in force), subject to acceptance of material at BHEL, on direct presentation of the documents.*

A In case of dispatch of material to site directly, site certification for receipt of materials is required unless otherwise provided for in the PO. Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ SBI base rate + 6 % for the purpose of bid evaluation.

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18 Evaluation and Loading Criteria:

Evaluation of the tender shall be on the basis of delivered cost, i.e., 'total cost to BHEL' w.r.t. the finalized technical scope and commercial conditions (after considering, inter alia, Customs Duty and CENVAT/VAT/Service Tax/Entry Tax as applicable). Exchange rate (TT selling rate of State Bank of India) applicable on the date of Part-I bid opening shall be considered for evaluation of foreign bids. If the relevant day happens to be a bank holiday in India, then the FOREX rate as on the previous bank working day shall be taken for evaluation.

Foreign suppliers shall ensure that the benefits as applicable under Comprehensive Economic Partnership Agreement (CEPA) with Government of India are disclosed in the bid & relevant documents such as Certificate of Country of Origin, issued by the appropriate authority in the country of Export, is provided by the vendor along with dispatch documents. Bids shall be evaluated with such applicable benefits. In the event of Seller failing to provide appropriate *documents for Purchaser to avail disclosed concessional duty benefits in India, financial loss, so incurred, will be to the Seller's account.*

The quoted FOB price shall be loaded by the following to arrive at the Delivered Cost:

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<u>Instruction to bidders and Terms & Conditions for Enquiry No.E-1363068</u>

Sealed tenders are invited in ***Two-Part Bid system*** *for purchase of the equipments/items as per enquiry. The supplies against this tender enquiry shall be subject to our general Terms and Conditions of enquiry and PO. In addition, the terms and conditions given under this annexure shall specifically apply to this enquiry. Should there be any difference between the general Terms and conditions of enquiry & PO and the conditions included in these annexures, the latter shall prevail.*

XXX XXX XXX

3. <u>Bid evaluation</u>*: - All the items of this tender enquiry shall be purchased from a single source based on the overall economy and bids shall be evaluated on total delivered cost to BHEL taking into account all duties/taxes/Cess, freight etc as could be applicable. Bidders may note that quoted rates shall be loaded for any deviation from the terms & conditions given in this enquiry.*

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12. ***<u>Payments Terms</u>****: -*
<u>For Supply</u>*: - 100% payment of supply portion shall be made directly within 90 days from the date of dispatch against submission of performance bank guarantee of the 10% of supply value valid till the end of the guarantee period or*

commissioning of the equipment whichever is earlier. ***Suppliers covered under MSMED may get early payment as per MSMED act. Suppliers are required to submit valid NSIC/EM-II/CA Certificate for payment under MSMED act.*** *In absence of these certificates, payment terms of 90 days would be applicable.*

Payments of Supervision*:* ***-*** *100% payment of supervision charges for commissioning shall be released within 90 days on pro-rata basis.*

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18. ***Integrity Pact (IP)***

(a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/Contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL.

The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

Details of IEM for this tender is furnished below:

Name: -Shri D.R.S. Chaudhary, IAS (Retd.)
Address: - E-1/164 Arera Colony, Bhopal, (M.P.), PIN-462016.

Email: -

(b) Please refer Section-8 of the IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.

No routine correspondences shall be addressed to the IEM *(phone/post/email) regarding the clarification, time extension or any other administrative queries, etc. on the tender issued. All such clarification/issues shall be addressed directly to the tender issuing (procurement) department.*

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5. Elgi and the second respondent Bauer Compressoren India Limited (hereafter called "Bauer") both lodged their bids on 25.10.2016. These bids were sent to BHEL's technical team for evaluation, which apparently reported back with respect to findings and deviations in Part-I bids of both BHEL and Bauer. Interestingly, the petitioner and Bauer had responded to and participated in the NIT; they also participated and attended the technical and un-priced bid opening on 25.10.2016.

6. Elgi contends that Bauer's quoted payment terms contained strong deviations, whereas it had conformed to the payment terms without any deviations. Elgi complains that in terms of Clause 12, BHEL should have either rejected Bauer's bid or should have mandatorily loaded a SBI base interest rate @ +6% for comparison purposes. It is stated that instead BHEL opened Bauer's price bid on 23.01.2017. Therefore, when the price bid i.e. Part-II was opened, Bauer's offer was marginally lower than Elgi by ₹27, 21,545/-. Elgi complains that when BHEL was asked when loading factors was applied, for the purpose of price comparison in line with enquiry terms, it was told that since Bauer withdrew its deviation, its payment terms were acceptable. Elgi represented to BHEL on 25.01.17 to load Bauer's price bid in terms of clause 12 of the tender conditions. BHEL replied stating that Bauer had withdrawn its deviation at the tender evaluation stage.

7. The petitioner – Elgi again represented on 30.01.2017 protesting that permitting withdrawal of the deviation was unfair and contrary to the terms

of the tender; upon receiving no satisfactory reply, Elgi approached the independent external monitor (IEM) appointed to look into the complaints arising from the tender interpretation. It is also stated that Elgi received confirmation from the IEM that its complaint had been received; yet nothing further was heard about it leading to a communication dated 28.02.2017 on Elgi's part. Thereafter it is submitted that Elgi was asked to and did appear before the IEM at Bengaluru on 07.03.2017. The petitioner states that it became aware that the tender had been awarded in favor of Bauer on 09.02.2017. It thereafter proceeded to approach the IEM on 10.03.2017 about BHEL's illegality.

8. On behalf of the petitioner, Sh. Rajive Mehra, learned senior counsel, the grounds urged in support of the proceedings were reiterated. He also argued that a comparison between the deviations indicated by Elgi on the one hand and by Bauer on the other would show that there were substantial deviations in Bauer's offer/bid. Elgi withdrew its deviations and agreed to accept the terms in entirety by its letter, dated 27.01.2017. In the circumstances, the deviations found at the time of Part-I bid opening, i.e. 25.10.2016, in Bauer's offer, stood. A plain reading of the tender conditions meant that BHEL mandatorily had to load Bauer's offer with 6% of the prevailing SBI rates because of the deviations. If it had in fact done so, in accordance with the terms and conditions, Elgi's offer would have been competitive and lower than that of Bauer resulting in the award of contract to it.

9. Shri Mehra submitted that the fact that Bauer was permitted to withdraw its deviation is contrary to the tender/NIT terms. It is submitted that such withdrawal – done behind Elgi's back, conferred an unfair

advantage upon Bauer thereby creating an unequal playing field and thus violating Article 14 of the Constitution. It is submitted that in these circumstances, the award of the tender pursuant to the NIT in question to Bauer should be declared illegal. Learned counsel submitted that the facts of this case are sufficient for the court to exercise its circumscribed jurisdiction and interfere in the grant of award of a public contract. Learned counsel relied upon *Master Marine Services (P) Ltd. v. Metcalfe &Hodgkinson (P) Ltd.* 2005 (6) SCC 138 and *Tata Cellular v. Union of India* 1994 (6) SCC 651.

10. BHEL argues that Clause 2 of the NIT clearly stipulated that once the techno-commercial part of the bid, i.e. L-1, was to be opened on the due date, *"clarifications whenever required on this part shall be obtained from the bidders for their evaluation."* It is stated further that the technical team in the present case submitted its evaluation report of both bids with findings of deviation in Part-I of both parties on 08.11.2016. Based on these, separate email communications/letters were addressed to both Elgi and Bauer on 09.11.2016. Likewise, BHEL sought another, i.e. second clarification with respect to deviations on the commercial aspects from both parties, i.e. Elgi and Bauer on 29.11.2016. BHEL argues that this communication clearly pointed out that Elgi had deviated from its bid in guarantee clause, being A-1.6 of Annexure-II and penalty clause - A-II.13 of the NIT. Likewise, Bauer was intimated about its deviation from its guarantee clause A-1.6 and clause 12 (Payment Terms) of the NIT. In support of this submission, copies of the emails addressed to both parties on 09.11.2016 and 29.11.2016 are relied upon; they are produced as part of the record. It is stated that the same day BHEL received replies to its emails seeking withdrawal of deviations by both

Elgi and Bauer. Again, copies of these email communications by the petitioner/Bauer, which were pointed out earlier, have been produced in these proceedings by BHEL.

11. It is pointed out by Sh. Atul Shankar Mathur, learned counsel for BHEL that after this development, both parties were told about Part-II price bid opening on 23.01.2017 at 02.00 PM through email on 19.01.2017. As scheduled, the price bid was opened in the presence of both parties on 23.01.2017 when it was discovered that Bauer's prices were lower than that of the petitioner. The purchase order/award of NIT hereafter followed to Bauer on 09.02.2017.

12. It is contended that having regard to these conspectus of facts neither is there any arbitrariness nor unfair treatment meted out to the petitioner/Elgi which was aware that at all material times, clarifications were not only sought from it, but also that the tender conditions permitted such clarifications from any party in line with such NIT conditions; both parties were asked to and given permission to withdraw deviations which they did. Since the petitioner–as well as Bauer- were afforded equal opportunity and both availed it, the question of one of them, i.e. Bauer's price bid being loaded with +6% to its price quoted, could not apply.

13. Bauer supports BHEL's plea and also highlights Clause 2 of the NIT as being the basis for clarification and opportunity to both the parties to withdraw the deviation notified. In addition, it argues that it has invested or placed orders worth ₹3.75 crores to its sub-suppliers towards execution of the contract. It also contends that pursuant to the issuance of the purchase order of 27.03.2017, the assembly of one set of compressors amongst the three purchased had been commenced and assembly of another set for the second

project was also shortly commencing. Bauer contends that the petitioner is hit by delay and laches because the techno-commercial bids part-I were opened on 27.10.2016 and the parties withdrew the deviations in that document, by end November 2016 and the price bid was opened on 23.01.2017. At none of these stages did the petitioner ever register its protest or complaint of arbitrariness or discrimination; therefore, it cannot do so now. Learned counsel for Bauer relies upon the Supreme Court ruling in stressing on the minimum interference in award of tenders and cites *B.S.N. Joshi and Sons Ltd. v. Nair Coal Services Ltd.* AIR 2007 SC 437.

Analysis and conclusions:

14. The undisputed facts therefore are that the NIT was published on 08.09.2016. The bidders were to submit a two part tender – Part-I containing the techno-commercial terms and Part-II was the price bid. Part-I was opened on 25.10.2016. On 29.11.2016, the deviations found in the petitioner/Elgi's quotation, were withdrawn. Its email in this respect reads as follows:

> *"Dear Sir,*
> *Thanks for your email.*
>
> *We would like to bring your kind attention that we have already confirm our compliance on your trailing email specified points Sr. No.1 & 2 vide our compliance matrix sheet submitted to BHEL email dated 28.11.2016. We herewith confirm and accept guarantee clause as per clause no.A-1.6 of annexure-II and penalty clause as per clause no.A-II.13 of annexure-II of enquiry's techno-commercial terms and conditions. We have quoted our best delivery period in our Techno-Commercial Bid ESCL/AKJ/ENQ000118 dated 29.09.2016, Penalty clause should be linked to our quoted delivery period.*

Please find attached herewith the Memorandum of Association which clearly showing ELGI Sauer Compressors Ltd. is a joint holding company of M/s. Elgi Equipments Ltd. and M/s. J.P. SAUER & SOHN.

We hope the same is inline with your requirement. Do let us know in case you need any further clarification/information/confirmation.

Thanks
With Regards

Anuj Kumar Jain/Sr. Engineer Sales
Elgi Sauer Compressors Limited / 23, ShivajiMarg, New Delhi-110015, India."

15. BHEL's email to Bauer (like in the case of Elgi), which too received email on 29.11.2016, notified the deviations; the relevant part of the email reads as follows:

"Sir,

W.r.t. your qtn. No. BKI/2016/BHEL-B/Authorisation Letter dt.06.10.16 against our enq.No.E1363068 for purchase of Reciprocating Compressors for Pranhitha-6, 8, 10 & 11 Projects. Pls. reply to following queries:"

1. 1) You are requested to accept our guarantee clause in toto as per clause no.A-I.6 of annexure-II of enquiry's techno-commercial terms and conditions i.e. Confirm acceptance to Guarantee clause as 24 months from the date of receipt of material/equipment at site in good condition or 18 months from the date of commissioning, whichever is earlier. The defective material/component shall be replaced free of cost at our project site during above guarantee period at your own cost.

Pls. note that any deviation in guarantee clause is not *acceptable.*

2). Pls. note that payment terms mentioned by you is not acceptable. You are requested to accept our NIT payment term i.e.

For Supply: - 100% payment of supply portion shall be made directly within 90 days from the date of dispatch against submission of performance bank guarantee of the 10% of supply value valid till the end of the guarantee period or commissioning of the equipment whichever is earlier.

Payments of Supervision:- 100% payment of supervision charges for commissioning shall be released within 90 days on pro-rata basis.

3). Pls. confirm delivery materials within 20 weeks from the date of approval of all documents.

Pls. reply to above queries latest by 30.11.16.

Thanks and Regards,"

16. Bauer sent a reply email, which clearly outlined its response point wise to the deviations pointed out by BHEL. Bauer confirmed that it had accepted its guarantee/warrantee clause by previous email dated 10.11.2016 and that as far as the second deviation, i.e. with respect to the payment terms was concerned, it again agreed to accept BHEL's terms and conditions notified in the NIT. The material portion of its email, dated 29.11.2016 is as follows:

"Our Ref.:MHX/E1363068 Dt. 29.11.16

M/s. Bauer Kompressoren India Pvt. Ltd.

Sir,

W.r.t. your qtn.no. BKI/2016/BHEL-B/Authorisation Letter dt.06.10.16 against our enq.No.E1363068 for purchase of Reciprocating Compressors for Pranhitha-6, 8, 10 & 11 Projects. Pls. reply to following queries:

1) You are requested to accept our guarantee clause in toto as per clause no.A-I.6 of annexure-II of enquiry's techno-commercial terms and conditions i.e. confirm acceptance to Guarantee clause as 24 months from the date of receipt of material/equipment at site in good conditions or 18 months from the date of commissioning, whichever is earlier. The defective material/component shall be replaced free of cost at our project site during above guarantee period at your own cost.

Pls. note that any deviation in guarantee clause is not acceptable.

BAUER KOMPRESSOREN INDIA: Vide our mail dated 10th Nov 2016, we have already confirmed our acceptance to your guarantee/warranty clause.

Reconfirmation: We once again confirm that the offered HP air compressors are guaranteed/warranted for of 24 months from the date of receipt of material/equipment at site in good condition or 18 months from the date of commissioning whichever is earlier. Defective material/component will be replaced free of cost at the project site during the warranty/guarantee period at our own cost.

2). Pls. note that payment terms mentioned by you is not acceptable. You are requested to accept our NIT payment term i.e.

For Supply:- 100% payment of supply portion shall be made directly within 90 days from the date of dispatch against submission of performance bank guarantee of the 10% of *supply value valid till the end of the guarantee period or commissioning of the equipment whichever is earlier.*

BAUER KOMPRESSOREN INDIA: Noted and agreed.

We would like to bring to your kind notice that we are registered/covered under the MSMED Act and the necessary certificate(s) are already submitted along with the offer.

Payments of Supervision: 100% payment of supervision charges for commissioning shall be released within 90 days on pro-rata basis.

BAUER KOMPRESSOREN INDIA: Noted and agreed.

But you are requested to inform the time frame in which the compressors will be commissioned post-delivery. There should be an agreement on this period between supply and commissioning of compressor and to be linked to payment release against supervision. Because if the commissioning is delayed beyond this period then the payment against supervision will get further delayed which will adversely affect the supplier.

3. 3) Pl. confirm delivery materials within 20 weeks from the date of approval of all documents.

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BAUER KOMPRESSOREN INDIA: There are 4 project sites to be served and each site has it's own lot size. Furthermore, you have asked for all the ordered compressor (All together or in lots) to be offered for a PDI before dispatch.

For timely deliveries, it is necessary that the inspection is completed by BHEL within 15 days of our formal call and dispatch clearance provided. If the completion of inspection/dispatch clearance is delayed for reasons attributed to buyer/user, it will only lead to delivery extensions and thereby LD levy to the seller.

Considering the above reasons, we offer to deliver the compressors at the respective sites in lots as under:

1st lot within 22 weeks from the date of receipt of approved docuemtns at our works.
2nd lot within 30 days of first shipment.
3rd lot – within 30 days of second shipment.
4th lot – within 30 days of third shipment

However, we are ready to discuss the delivery schedule and lots sizes at the time of order finalization.

Pls. reply to above queries latest by 30.11.2016.
Thanks and Regards."

17. The upshot of the above discussion is that in this case the tenders of both bidders contained deviations that were unacceptable to the BHEL. Both the bidders were notified after the tender evaluation through different emails on 09.11.2016. Both bidders withdrew the deviations notified. They again confirmed the withdrawal of deviations in response to another email written by BHEL to both Bauer and Elgi. This meant that as far as the techno-commercial aspects were concerned, there were no deviations in the bids of both the competitors. In these circumstances, Elgi's complaint of arbitrariness and discrimination in BHEL's omission to load or add the SBI base rate of 6% for the purpose of bid evaluation is insubstantial and without merit.

18. A textual and plain interpretation of the NIT would show that at the time of the opening of the techno-commercial part (Part-I) or thereafter, clarifications could be sought. Indeed clarifications were sought from both the parties –even to the extent of communications by BHEL being addressed

on the same day, i.e. 09.11.2016. Bauer and Elgi both responded bringing their bids in conformity with the NIT, thus withdrawing the deviations. They were thus placed at par and their bids became compliant with the NIT. The only step that remained was the opening of the price bid, which occurred on 23.01.2017. On that date, it was clear to Elgi that Bauer's quoted price was lower and that it was to be treated as L-1.

19. The record nowhere discloses that the petitioner/Elgi ever protested on 23.01.2017 when the price bid was opened in regard to the so-called deviations. During the course of hearing, Elgi was not able to point out any condition that obliged BHEL to disclose its communications between it and one party, to the other competing bidder. In other words, the NIT did not mandate transparency to the extent of disclosure of *inter se* correspondence between BHEL and both competitors to each of them. This meant that whatever deviations were discovered were notified to the parties individually and their clarifications were sought. It is in this regard that BHEL had to provide and did provide equal opportunities to both parties who utilized it. Having availed of all of these opportunities, to bring the bid in line with and comply with the terms of the NIT – as in the case of Bauer, Elgi cannot be heard to complain that deviations of the latter were unfairly permitted to be withdrawn or that the pre-existing deviations ought to be treated as on record and Bauer's bid ought to be mandatorily loaded with +6 factor for price evaluation purposes. In the opinion of this court, consequently, there was no arbitrariness or violation of Article 14, having regard to these circumstances.

20. The authorities cited by Elgi *Master Marine Services* (supra) and *Tata Cellular,* in the opinion of this Court do not support it. Having regard to the findings rendered above, undoubtedly, the Court can interfere with the award

of a public contract by a State agency if it finds that the process is infected with illegality, the procedure is irregular or the award smacks of manifest unreasonableness or even arbitrariness. In this case, there was no arbitrariness; rather the procedure adopted in seeking clarifications and providing opportunities to both bidders to withdraw their deviations created a level playing field and was in reality furthering Article 14 of the Constitution.

21. In view of the above findings, the writ petition fails and is therefore dismissed with no order as to costs.

S. RAVINDRA BHAT
(JUDGE)

S.P. GARG
(JUDGE)

AUGUST 2, 2017