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

Decided on: 01.08.2017

+ **W.P.(C) 5241/2016, C.M. APPL.21819/2016**

M/S. VIJAY BROTHERS ..... Petitioner
Through: Sh. Abhinav Bajaj, Advocate.

versus

UNION OF INDIA AND ORS. ..... Respondents
Through : Sh. Pramod Gupta with Ms. Kreeti Joshi, Advocates, for Lok Sabha.

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

MR. JUSTICE S. RAVINDRA BHAT (OPEN COURT)

%

Facts:

1. This writ petition challenges the tender process conducted by the Lok Sabha Secretariat (hereafter "the Secretariat" or "the second Respondent") and the subsequent allotment of the tender to M/s. S.N. Electric & Electricals (Regd.) (hereafter "SN Electric"). The petitioner has its office in Delhi and is in the business of computers and internet networking.

2. The facts are that on 14.12.2015, the Secretariat issued a Notice Inviting Tender ("NIT") for procurement and installation of passive components of LAN & Wi-Fi in the Parliament House, New Delhi. In terms of the NIT, a two-bid system was adopted whereby first, the technical eligibility of the bids was considered- in order to evaluate whether they met

the technical specifications of the tender. Thereafter, the financial bids were to be opened in order to determine the lowest bidder (L-1). In response to the NIT, the petitioner, SN Electric and another entity- M/s. Momentum Techsys Private Limited [hereafter "Momentum Techsys" or "Momentum"], submitted their tenders.

3. The Secretariat constituted a Technical Evaluation Committee (TEC) in order to evaluate the technical bids submitted for the tender. The TEC comprised members of the National Informatics Center (NIC). The petitioner received an email dated 15.02.2016 from the Secretariat asking it to submit samples of each component quoted in the bid. The petitioner complied with this mail and submitted its samples as per the requirements of the TEC. Thereafter, it appears that there were number of communications exchanged between the petitioner and the second Respondent whereby the petitioner was asked to submit various reports and documents before the TEC for the various components of the technical specifications of the tender, which the petitioner complied with. The petitioner was informed that the meeting to consider Part-B of the technical bid was scheduled for 17.03.2016. The petitioner caused attendance in that meeting and was declared successful in the technical bid. The other two bidders were also declared successful in the technical bid and thereafter all three bidders were allowed to participate in the financial bid for the tender.

4. The financial bids of all the three bidders were opened on 21.04.2016. It emerged that the petitioner had quoted an amount of ₹ 1,86,37,414.56/-, M/s. Momentum Techsys Private Limited had quoted ₹ 2,00,88,989.36/- and SN Electric had quoted ₹ 1,44,45,887.14/-. Accordingly therefore, SN Electric was declared as L-1. The petitioner had sought for the result of the

financial bid by an RTI application dated 25.04.2016. In reply to this application, the second Respondent by its letter dated 17.05.2016 informed the petitioner that SN Electric was found to be the lowest bidder.

Contentions

5. The petitioner's grouse is that the award of the tender to SN Electric in the circumstances was illegal, arbitrary and *mala fide.* The petitioner contends and its counsel, Mr. Bajaj urges that SN Electric did not fulfill a number of the technical criteria specified in the NIT and, therefore, to consider it eligible for the financial bid was manifestly unreasonable. The petitioner and M/s. Momentum had proposed Molex make components, keeping in mind the technical requirements stipulated in the NIT, whereas SN Electric had proposed Schneider make components. The petitioner's contention is that SN Electric's bid failed to meet the technical requirements on various parameters such as certification, number and quality etc. which were material and important as per the tender requirements and, therefore, the award of tender to it is wholly contrary to the terms of the NIT.

6. Specifically, the petitioner relies on Clause 1.3 of Annexure XI of the NIT which required 24 Port Patch Panel of metallic high strength against which the second Respondent in its bid document had quoted 24 Port Patch Panel of Schneider Electric make with part code DC6PP24UKY1U with plastic jack panel and plastic bezels. Further, the ETL/UL certification was not embossed or printed on the component as required by the tender specifications. Relying on Clause 1.4 of Annexure XI, the petitioner contends that the passive component/part stated is 48 Port Patch Panel whereas the part quoted by SN Electric against it is 2 units of 24 Port Patch

Panel which is clear from the part code provided, which is the same as the 24 Port Patch Panel. Therefore, the petitioner urges that even facially, the components stated in the bid do not meet the requirements of the NIT by description, rendering the further technical evaluation of the bid a futile exercise.

7. Relying on Clause 1.7 of Annexure XI, the petitioner contends that the NIT requires that the wire manager has metallic high strength with metallic jumper rings, whereas the component quoted by SN Electric is of Schneider make with adjustable plastic clips. Here again, therefore, SN Electric's bid does not conform to the NIT's technical eligibility conditions. The petitioner also relies on Clause 1.7 of Annexure XI which provided for surface mount box, but SN Electric offered I/O, gang box and face plate separately. The petitioner contends that once the specific requirement has been quoted in the tender, the same cannot be loosely defined. In the petitioner's argument, the term "surface mount box" means and includes a part which includes gang box and faceplate as one indivisible unit and not separate parts joined together. Moreover, the gang box and the faceplate were neither UL verified nor did they find mention in the UL certification list, as required as per the terms of the NIT. Finally, contends the petitioner, relying on Clause 2.1 of Annexure XI, that the fiber optic outdoor cable is also not ETL verified, contrary to the requirements of the NIT.

8. On the other hand, learned counsel for the Lok Sabha Secretariat- Mr. Pramod Gupta, contends that the entire tender process has been conducted fairly and in a non-discriminatory manner. The second Respondent contends that the present tender is being invited for the third time- after the first two times it was cancelled for unavailability of sufficient number of bidders. The

first two times, the petitioner had participated and had quoted the CAT 6 and fiber components of the same make as has been quoted in the present instance by SN Electric - i.e. of Schneider. Both times, the petitioner was considered as a technically qualified bidder. Therefore, having itself quoted a similar make in the two previous bids, the petitioner cannot now be heard to complain of the Schneider make not being compliant with the tender specifications.

9. With respect to the requirement of Clause 1.3 of Annexure XI, the Secretariat submitted that what was quoted by SN Electric was 24 port patch panels having metallic base, plastic bezels and plastic routing rings which was in accordance with the tender requirement. The specification of bezels and routing rings were not mentioned in the tender specifications. It is stated that the term "metallic" used in the tender specifications referred to the base of the patch panel and it was required with the intention that the patch panel may be tightly fixed in the rack, whereas the plastic base may break during fixing of patch panel in the rack. That was the rationale for including the term "metallic" in the tender specifications. However, the plastic components of the patch panel quoted by SN Electric, in its bid had high tensile strength and were durable, thereby ultimately fulfilling the purpose for requiring metallic components. These components, it is stated, are also UL and ETL verified.

10. In respect of Clause 1.4 of Annexure XI, the Secretariat argues that SN Electric quoted two 24 port patch panels, whereas the tender requirement was 48 port patch panels. The tender requirement was of 48 port patch panel in 1U/2U height. The 24 port patch panel quoted by SN Electric had 1U height and two of these together would take the height to 2U in the rack.

Therefore, the patch panels quoted were in consonance with the tender requirements. Moreover, contended the Secretariat, the 48 port patch panel was not mentioned in the bill of quantity and there would be no implication of the same on the financial bid. The same was only mentioned in the given tender specifications to meet future requirements, if any, during the execution of the contract and hence was not mentioned in the proforma for quoting the financial bid.

11. In respect of Clause 1.7 of Annexure XI, the Secretariat contends that initially, SN Electric had quoted wire manager with plastic jumper rings against the tender requirement of wire manager with metallic jumper rings. However, it is stated that the deviation was minor and would not have any substantial impact on the transmission of data over network. Nonetheless, SN Electric was asked to furnish a component matching the exact tender specifications and during the sample test it offered another wire manager conforming to the NIT specifications. This was accepted by the TEC. In fact, the petitioner as well as M/s. Momentum in the first instance, did not submit a wire manager that complied with the tender conditions. The petitioner did not submit the datasheet or provide the name of the manufacturer initially, as required by the NIT. Thereafter, like SN Electric, they too were given the chance to offer another wire manager, compliant with the tender conditions, by the TEC- which they availed of and changed the wire manager in their respective bids. Thus, having gotten the same opportunity as the others, the petitioner cannot now allege discriminatory treatment.

12. In respect of Clause 1.5 of Annexure XI, SN Electric had quoted Gang Box, Face Plate and IOs with separate part numbers, whereas the tender requirement was of surface mount box. The surface mount box consisted of

three components i.e. IO, Gang box and face plate. The surface mount box was configured with these three components. Thus, contended counsel, the same was equally efficient and would not cause any impact on the performance of the network. Moreover, the TEC had noted that ETL/UL certification marks had been found on the packaging of samples of these mount boxes. In relation to the ETL/UL certifications, it was argued that these certifications were demanded in the tender specifications to ensure that the products quoted comply with the international standard for cabling. SN Electric, in the original bid, furnished an Intertek channel test report dated 17.05.2011 for CAT 6 items. During the technical evaluation, SN Electric was asked to furnish an ETL certificate of a recent date, in response to which it submitted ETL certificate dated 06.07.2014 and an Intertek channel test report dated 29.12.2015 for CAT 6 items. The TEC was of the opinion that these certificates fulfilled the tender requirement. For the fiber components, SN Electric furnished an Intertek channel test report. The channel test reports were for fiber outdoor cable, pigtails, LIU, fiber patch cord and fiber OM4 patch cord. As the certificate was of the year 2013 and 2011, SN Electric was asked to furnish a more recent certificate. Thereafter, SN Electric informed the TEC that they had applied for testing of their products and it would take about 2 months for the approvals. In the meanwhile, they also furnished an undertaking that they would furnish an ETL/UL certificate for the fiber components quoted in the tender at the time of supply of the same. It was contended that the petitioner's claim that the Intertek Channel Test Report furnished by SN Electric for CAT 6 items was false and fabricated, has no merit. The particular channel test report was forwarded by the Secretariat to Intertek for verification and the same was duly verified and a soft copy of the report was obtained from Intertek- clearly showing that the furnished test report was genuine.

13. The Respondents, rely on Paragraph 11(VII) of the tender document (there seems to be a typographical error in the tender document which states it was (V) instead of (VII), which reads:

> "*11. Tender Evaluation Process*
>
> *(VII) Lok Sabha Secretariat reserves the right to amend/modify the evaluation procedure anytime in its overall interest*."

14. Additionally, reliance is placed on paragraph 11.2.2 of the *Manual on Policies and Procedure for Purchase of Goods*, issued by the Ministry of Finance, Government of India, which provides for waiving off minor non-conformity/irregularity in tenders provided the same does not constitute any material deviation and financial impact and does not prejudice or affect the ranking order of the tenderers. Clause 11.2.2 reads:

> "*11.2.2. During the above preliminary examination, the purchaser may also find some minor informality and/or irregularity and/or non-conformity in some tenders. The purchaser may waive the same provided the same does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the tenderers. Wherever necessary, the purchaser is to convey his observation on such "minor" issues (as mentioned above) to the tenderer by registered letter/speed post etc. asking the tenderer to respond by a specified date also mentioning therein that, if the tenderer does not confirm the purchaser's view or does not respond at all by that specified date, its tender will be ignored. Depending on the outcome, such tenders are to be ignored or considered further.*"

15. It is, therefore, contended that keeping the above view in mind, the Secretariat decided to waive minor non-compliances and considered the bid of SN Electric as technically compliant.

Decision and Reasoning

16. Before proceeding to the merits of the contentions of the parties, it would be helpful to recall the principles of judicial review applicable in tender matters and award of contract by public agencies or instrumentalities of the State. While the law on this point is settled beyond doubt, it would nonetheless be necessary to set out some of the seminal holdings on this point. In *Michigan Rubber (India) Limited v. State of Karnataka & Others,* (2012) 8 SCC 216, it was held:

> *"23. From the above decisions, the following principles emerge:*
>
> *(a) the basic requirement of Article 14 is fairness in action by the State, and non-arbitrariness in essence and substance is the heartbeat of fair play. These actions are amenable to the judicial review only to the extent that the State must act validly for a discernible reason and not whimsically for any ulterior purpose. If the State acts within the bounds of reasonableness, it would be legitimate to take into consideration the national priorities;*
>
> *(b) fixation of a value of the tender is entirely within the purview of the executive and courts hardly have any role to play in this process except for striking down such action of the executive as is proved to be arbitrary or unreasonable. If the Government acts in conformity with certain healthy standards and norms such as awarding of contracts by inviting tenders, in those circumstances, the interference by Courts is very limited;*

(c) In the matter of formulating conditions of a tender document and awarding a contract, greater latitude is required to be conceded to the State authorities unless the action of tendering authority is found to be malicious and a misuse of its statutory powers, interference by Courts is not warranted;

(d) Certain preconditions or qualifications for tenders have to be laid down to ensure that the contractor has the capacity and the resources to successfully execute the work; and

(e) If the State or its instrumentalities act reasonably, fairly and in public interest in awarding contract, here again, interference by Court is very restrictive since no person can claim fundamental right to carry on business with the Government.

24. Therefore, a Court before interfering in tender or contractual matters, in exercise of power of judicial review, should pose to itself the following questions:

(i) Whether the process adopted or decision made by the authority is mala fide or intended to favour someone; or whether the process adopted or decision made is so arbitrary and irrational that the court can say: "the decision is such that no responsible authority acting reasonably and in accordance with relevant law could have reached"; and (ii) Whether the public interest is affected. If the answers to the above questions are in negative, then there should be no interference under Article 226."

17. Similarly, in a recent decision in *Afcons Infrastructure Ltd. Vs. Nagpur Metro Rail Corporation Ltd. & Anr* 2016 SCC Online SC 940 the Supreme Court held as follows:-

"14.....a mere disagreement with the decision making process or the decision of the administrative authority is no reason for a constitutional Court to interfere. The threshold of mala fides, intention to favour someone or arbitrariness, irrationality or

perversity must be met before the constitutional Court interferes with the decision making process or the decision."

18. The position was summarized by a Division Bench of this Court in *Gammon India Limited v. Delhi Metro Rail Corporation Limited and Ors*. 2015 (150) DRJ 183, as under:

> "*Judicial review of administrative action is intended to prevent arbitrariness, irrationality, unreasonableness, bias and mala fides. Its purpose is to check whether choice or decision is made 'lawfully' and not to check whether choice or decision is 'sound'. When the power of judicial review is invoked in matters relating to tenders or award of contracts, certain special features should be borne in mind. A contract is a commercial transaction. Evaluating tenders and awarding contracts are essentially commercial functions. Principles of equity and natural justice stay at a distance. If the decision relating to award of contract is bona fide and is in public interest, courts will not, in exercise of power of judicial review, interfere even if a procedural aberration or error in assessment or prejudice to a tenderer, is made out. The power of judicial review will not be permitted to be invoked to protect private interest at the cost of public interest, or to decide contractual disputes. The tenderer or contractor with a grievance can always seek damages in a civil court. Attempts by unsuccessful tenderers with imaginary grievances, wounded pride and business rivalry, to make mountains out of molehills of some technical/procedural violation or some prejudice to self, and persuade courts to interfere by exercising power of judicial review, should be resisted. Such interferences, either interim or final, may hold up public works for years, or delay relief and succor to thousands and millions and may increase the project cost manifold. Therefore, a court before interfering in tender or contractual matters in exercise of power of judicial review, should pose to itself the following questions:*
>
> *(i) Whether the process adopted or decision made by the authority is mala fide or intended to favour someone;*

Or

(ii) Whether the process adopted or decision made is so arbitrary and irrational that the court can say: 'the decision is such that no responsible authority acting reasonably and in accordance with relevant law could have reached;
(iii)
(iv) Whether public interest is affected.
(v)
If the answers are in the negative, there should be no interference under Article 226 of the Constitution of India."

19. Keeping the above principles in mind, this Court has to evaluate whether the tender process conducted by the Respondent was fair and proper in law. At the outset, this Court notices that this is the third time that the Lok Sabha Secretariat has floated this tender- for the first two times, the tender had to be cancelled due to unavailability of sufficient number of bidders. Therefore, at first blush, it is evident that the Respondent would find it necessary to conduct the tender process in a manner which ensures adequate participation and competition among the bidders. In fact, in *Centre for Public Interest Litigation v. Union of India,* (2012) 3 SCC 104, it was stated by the Supreme Court that:

"*In the field of contracts, the State and its instrumentalities should design their activities in a manner which would ensure competition and not discrimination. They can augment their resources but the object should be to serve the public cause and to do public good by resorting to fair and reasonable methods*."

20. Therefore, it is clear that promotion of competition in tender matters is a legitimate objective and is in furtherance of public interest. In a situation where the earlier two tenders had to be cancelled because there were insufficient number of bidders and the present tender also had only three

bidders, the second respondent would be justified in adopting a flexible approach with respect to technical criteria- in order to promote competition among the bidders – in turn promoting the public interest, by ensuring lowering of prices for the public authority.

21. In relation to the technical specifications in the tender document, the petitioner contends that SN Electric's bid was not compliant with a number of requirements spelt out in the NIT. For instance, in respect of the requirement of port patch panels having metallic base, it is contended that SN Electric offered plastic components. However, this requirement was inserted in the tender document with the intention that the patch panel be tightly fixed in the rack and be durable. In fact, during the testing of the equipment by the TEC it was found that the plastic components of the patch panel quoted by SN Electric had high tensile strength and were durable in nature. Moreover, the product in question was ETL and UL verified. On this count, therefore, the TEC's actions seem reasonable to this Court- while the tender document specifies metallic base, since the ultimate purpose (that of ensuring durability and stability) was being fulfilled by the plastic components as well, the TEC was well within rights to relax absolute or strict compliance with the letter of the tender document, provided that the same was not done in an arbitrary or *mala fide* manner. In fact in *Air India Ltd. v. Cochin International Airport,* (2000) 2 SCC 617, the Supreme Court held:

> "*The award of a contract, whether it is by a private party or by a public body or the State, is essentially a commercial transaction. In arriving at a commercial decision considerations which are of paramount are commercial considerations. The State can choose its own method to arrive*

at a decision. It can fix its own terms of invitation to tender and that is not open to judicial scrutiny. It can enter into negotiations before finally deciding to accept one of the offers made to it. Price need not always be the sole criterion for awarding a contract. It is free to grant any relaxation, for bona fide reasons, if the tender conditions permit such a relaxation. It may not accept the offer even though it happens to be the highest or the lowest. But the State, its corporations, instrumentalities and agencies are bound to adhere to the norms, standards and procedures laid down by them and cannot depart from them arbitrarily. Though that decision is not amenable to judicial review, the Court can examine the decision making process and interfere if it is found vitiated by mala fides, unreasonableness and arbitrariness."

22. Thus, the decision in *Air India (supra)* stands as authority for the proposition that it is open to the tenderer to grant relaxation for *bona fide* purposes, or to insist on strict compliance of certain tender conditions, as long as the same is not done with a *mala fide* or discriminatory intent. In case of the present tender such discretion also flows from Paragraph 11(VII) of the tender document which provides that the Secretariat "*reserves the right to amend/modify the evaluation procedure anytime in its overall interest*." Therefore, for this requirement, the Court finds that there is no infirmity in the decision making process of the TEC.

23. In relation to Clause 1.4 of Annexure XI, the petitioner contended that whereas the tender conditions stipulated 48 port patch panels, SN Electric had quoted two 24 port patch panels. Here again, the Court finds that the objection is one that is on a rather technical and minor deviation-instead of quoting 48 port patch panel, SN Electric had quoted two 24 port patch panels of 1U height each, which would serve the same purpose and would be of the

requisite height (i.e. cumulatively, 2U height) in the rack as required by the tender conditions. This objection of the petitioner too, therefore, is unfounded. Similarly, in relation to Clause 1.7 of Annexure XI, relating to the technical requirements of the wire manager, the Court discerns no merit in the contention raised by the petitioner. The petitioner contends that while the tender document specified wire manager with metallic jumper rings, SN Electric had quoted wire manager with plastic clips. The TEC was of the opinion that this difference was minor and would not make a difference to the transmission of data through the system. Nonetheless, it appears that during testing the TEC asked it to furnish components exactly matching the tender specifications- which it did. In fact, for this particular Clause of the tender document it appears that both of the other bidders in their initial bids had not conformed exactly to the tender specifications and yet the TEC allowed them an opportunity to amend their bids and gave them a chance to comply with the tender requirements- an opportunity that both the bidders duly availed of. In these circumstances, having themselves availed of the second chance given by the TEC to conform to the tender specifications, the petitioner cannot contend arbitrariness or *mala fides* in the actions of the TEC in giving a similar opportunity to SN Electric.

24. Relying on Clause 1.5 of Annexure XI, the petitioner contended that while the tender specifications provided for "surface mount box", SN Electric quoted three components- I/O, gang box and face plate separately. It was contended that considering the tender document specifically provided for a "surface mount box", it meant that all of these components had to form one indivisible unit and quoting three separate parts joined together did not fulfill this requirement. The petitioner also urged that the gang box and face

plate were not UL verified either. The Court fails to see any merit in this contention either. It is undisputed that a surface mount box comprises these three parts- the TEC was of the view that the tender conditions did not specify that there has to be a single unit and hence SN Electric's bid was compliant. Even otherwise, the authority would be well within its rights to ignore such minor and technical non-compliances, considering that quoting three separate components instead of a single indivisible unit, in its opinion would not cause any problem in the installation and operation and would not have any impact on the performance of the network. In such a scenario, this Court cannot usurp the discretion vested in the public authority or interfere in its decision making process. Moreover, the TEC has also stated that it found ETL/UL marks on the packaging of the samples of the components quoted by SN Electric and, therefore, in the absence of any contrary evidence adduced, the petitioner's assertion that due certificates for these components were not present, strains credulity.

25. In their written pleadings as well as in the course of oral hearing, both parties placed significant emphasis on the ETL/UL certifications. The petitioner contended that in accordance with Clause 2.1 of Annexure XI, the fiber optic outdoor cable was not ETL verified. The Court notices that SN Electric furnished an Intertek (an ETL authorized laboratory) Channel test report dated 17.05.2011 for CAT 6 and Fiber components, in the original bid. However, later during the technical evaluation, the TEC asked it to submit a more recent ETL certificate, after which it furnished a certificate dated 06.06.2014 and an Intertek Channel Test Report dated 29.12.2015, which in the TEC's opinion fulfilled the tender requirements. In relation to the fiber components, SN Electric furnished Intertek Channel Test Reports

dated 28.06.2011, 24.04.2013 and 23.04.2016. These reports were for fiber outdoor cable, pigtails, LIU, fiber patch cord and fiber OM4 patch cord. Thereafter, the TEC asked SN Electric to furnish certificates of a more recent date. In response, SN Electric stated that it had applied for the testing of its products and, therefore, did not have up-to date certificates; however, it furnished an undertaking that it would provide ETL/UL certificates quoted in the tender documents for the fiber components at the time of supply, if it were later found to be L-1. Having received such an undertaking, the TEC was of the view that Respondent No.3's bid could be accepted and be found technically compliant with the tender conditions, provided it would submit the certificates at the time of supply, if the Secretariat were eventually to enter into contract with it. Therefore, the Court finds that the TEC's actions are perfectly reasonable. Instead of adopting a mechanical and technical approach while evaluating the bids, which would have had the effect of further reducing the competition at the financial evaluation stage, the TEC's approach seems pragmatic and in consonance with *Manual on Policies and Procedure for Purchase of Goods*, issued by the Ministry of Finance. Moreover, given that this exact tender had to be cancelled twice before for the lack of adequate number of bidders and that even in the present tender, there were only three bidders, it would not be prudent for the authority to reject Respondent No.3's bid on grounds of technical non-compliances which did not significantly impact the quality of the equipment offered. Instead, the TEC seems to have given each criterion of the tender notice due consideration and has kept in mind the purpose sought to be achieved by each criterion- instead of mechanically requiring strict compliance with each and every provision.

26. The objections of the petitioner regarding the equipment being of Schneider make are also not well-founded, in the opinion of the Court. In fact, the petitioner itself in response to the previous two tender notices (which were exactly the same as the present one) had offered Schneider make equipment, which was considered technically compliant on both occasions. Therefore, the petitioner was well aware that Schneider make equipment would also be considered (as it was previously) technically compliant by the Lok Sabha Secretariat. Therefore, it cannot now be heard to complain of arbitrariness on the basis that the equipment of SN Electric was deemed technically compliant.

27. For the above reasons, this Court finds no merit in the writ petition and it is, therefore, dismissed. There shall be no order as to costs.

S. RAVINDRA BHAT
(JUDGE)

S.P. GARG
(JUDGE)

AUGUST 1, 2017