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

Date of Decision: 6th May, 2021

+ O.M.P. (COMM) 63/2021 & I.As. 2286-87/2021

M/S FEDDERS ELECTRIC AND ENGINEERING LIMITED
GAUTAM BUDDH NAGAR

..... Petitioner

Through: Ms. Bipasa Tripathy and Mr. Shovan
Mishra, Advocates.

versus

SOUTHEAST CENTRAL RAILWAY BILASPUR Respondent

Through: None.

CORAM:
HON'BLE MR. JUSTICE SANJEEV NARULA

JUDGMENT

[VIA VIDEO CONFERENCING]

SANJEEV NARULA, J. (Oral):

1. The present petition under Section 34 of the Arbitration and Conciliation Act, 1996 (in short 'the Act') challenges the impugned award dated 18th September, 2020 passed by a three-member Arbitral Tribunal (in short 'the AT'), insofar as it rejects three claims of the Petitioner.

FACTUAL MATRIX

2. Briefly stated, the relevant facts of the case are as follows: -

2.1. On 6th May, 2014, a tender notice was issued by

CEE/Con/Bilaspur, South East Central (in short 'the tender'). The Petitioner participated in the tender and submitted a bid.

2.2. Pursuant to post-tender negotiations between the parties, on 19th September, 2014, the Respondent accepted Petitioner's bid and awarded the contract *vide* Letter of Acceptance (in short 'the LoA') No. EL/Con/BSP/904/1166 dated 14th October, 2014 at Rs. 14,11,06,469/- with a completion period of eighteen months i.e., by 13th April, 2016.

2.3. In terms of the LoA, the Petitioner furnished a Performance Bank Guarantee (in short 'the PBG') numbered 5073214BG000920 dated 7th November, 2014 for Rs. 70,55,323/- in favour of the Respondent for fulfillment of the contractual obligations under the contract. The parties signed a Contract Agreement numbered 18/CEE/CON/SECR/BSP/2014 on 11th December, 2014, being the contract that is the subject matter of the present proceedings. In furtherance thereto, the Petitioner also submitted a Bank Guarantee (in short 'the BG') numbered 5073215BG0000037 dated 29th January, 2015 for an amount of Rs. 1 crore to the Respondent for obtaining on account payment.

2.4. On 2nd February, 2015, the Respondent directed the Petitioner to make certain changes due to change in track center from 6.5m to 5.9m between CPH-SGRD. Subsequently, in meetings dated 14th February, 2015 and 14th April, 2015, the Respondent directed further changes to the scope of work and planning, which were accepted by the Petitioner.

2.5. Thereafter, the Respondent levied a penalty and made

deductions from the Petitioner's running bill no. 2 raised on 31st March, 2015. The Petitioner questioned the deductions and requested that the Respondent reconsider the decision and further explained that the reasons for delay were beyond the control of the Petitioner.

2.6. Thereafter, the Respondent *vide* letter dated 15th February, 2016, issued a 48 hours' notice to the Petitioner. Then on the Petitioner's request, the Respondent granted an extension of the date of completion up to 14th October, 2016 and imposed a token penalty of Rs. 1,50,000/-.

2.7. On 24th August, 2016 the Respondent issued a seven days' notice which was replied to by the Petitioner on 5th September, 2016 stating that the team was working on the site and that the delay and temporary halt of work was due to certain unavoidable circumstances. Subsequently, the Respondent issued another 48 hours' notice to the Petitioner by way of a letter dated 30th September, 2016.

2.8. Thereafter, there were multiple extensions of the date of completion, the last extension being up to 31st October, 2018. All the extensions were granted without LD and with PVC. Eventually, *vide* letter dated 18th October, 2018 (received by the Petitioner on 22nd October, 2018), the Petitioner was issued a 48 hours' notice, alleging that no action to commence the work/ show adequate progress of the work had been done by the Petitioner¹. In response thereto, the Petitioner addressed a letter dated 23rd October, 2018, stating that it had not received the seven days' notice from the Respondent and also questioned the reason for issuance of the impugned notice contending

that the work at all the stations was underway in full swing. It was further contended that the 48 hours' notice was served without serving the seven days' notice, i.e., in conflict with the contractual scheme.

2.9. The Respondent, after issuing the impugned notice, issued a Termination Notice dated 20th October, 2018, which was received by the Petitioner on 25th October, 2018, in terms of Clause 62 of General Conditions of Contract (in short 'the GCC') with forfeiture of security deposit and the performance guarantee. In response thereto, the Petitioner *vide* letter dated 5th November, 2018, requested the Respondent to revoke the Termination Notice. However, the Respondent encashed the earnest money at maturity value and also the PBG on 9th November, 2018.

3. Thereafter, the Petitioner took recourse to arbitration and at its request, the AT was constituted in terms of the Arbitration Agreement. Before the AT, the Petitioner filed its Statement of Claims (in short 'the SoC') for the following reliefs: -

"i. Claim for refund of Earnest Money of Rs. 8,10,950/- submitted vide TDR No. CTD/4/064994 dated 25.06.2014 encashed by Respondent at Rs. 10,59,947/- on 09.11.2018.

ii. Claim for Refund of Security Deposit deducted from on account/running bills.

iii. Claim for refund of PBG No. 5073214BG0000920 dated 07.11.2014, for Rs. 70,55,323/- issued by State Bank of Patiala, New Delhi (Now merged with SBI and New BG No. 0429814BG1000920), encashed by Respondent at Rs. 70,55,323/- on 09.11.2018.

iv. Bank Guarantee issue Charge for BG No. 5073214BG0000920 dated 07.11.2014, for Rs. 70,55,323/- encashed by Respondent at Rs. 70,55,323/-

¹ In short 'the impugned notice'

on 09.11.2018.

v. *Final bill payment as per final variation statement including retention amount retained by Respondent from On Account/Running Bills.*

vi. *Refund of Illegal penalty recovered from Bills.*

vii. *Refund of Illegal deductions made by Respondent from Running Bills/On Account towards delay in supply of material.*

viii. *Compensation for Losses incurred by the Contractor due to extension of Site.*

ix. *Claim for opportunity cost/Loss of Profit on this Contract and loss of future opportunity @15%.*

x. *Claim for payment of interest from on above items from the date applicable up to 31.08.2020 (expected date of Arbitration Award).*

xi. *Refund of excess Building and Other Construction Worker cess (BOCW).*

xii. *Claim for payment of cost of arbitration.”*

4. The Respondent contested the claims of the Petitioner and filed three counter claims given as under: -

“i. Recovery cost of balance material.

ii. Claim of salary of Railway officials due to expansion of this project.

iii. Claims of Project ROR due to delay in contract.”

5. On considering the submissions and the evidence led by the parties, the AT, by way of the impugned award, partly allowed the claims of the Petitioner and also allowed one of the counterclaims of the Respondent.

6. In the present petition, the challenge to the impugned award is confined to the findings of the AT with respect to the three claims of the Petitioner that have been disallowed i.e., Claim nos. 7, 8 and 9 noted above.

CONTENTIONS AND FINDINGS

CLAIM NO. 7

7. Ms. Bipasa Tripathy, learned counsel for the Petitioner argues that the AT has erred in disallowing the claim no. 7 which pertains to refund of illegal deductions made by the Respondent from running bills/ on account bills towards delay in supply of material. The Respondent has recovered an amount of Rs. 5,03,261/- by way of deductions from Petitioner's running bill no. 2. This deduction is unlawful and unjustified as the delay in supply of the material was for reasons that were solely attributable to the Respondent. The deduction has been made in accordance with Special Conditions of Contract (in short 'the SCC'), Part-I (d), para 3(b) which provides penalty for delay in supply of the material @ 2%. However, this deduction is in contravention of the GCC, as there was a delay in the approval of the drawings by the Respondent, which further resulted in a delay in making supplies. Hence, the Respondent was not justified in making the deductions from the running bill.

8. On this issue, the finding of the AT is given as under: -

"Refund of Illegal deductions made by Respondent from Running Bills. On account (ONA) Bills towards delay in supply at material - Rs 10,29,686

*The total penalty at Rs 10,29,686 has been levied through 12 Bills starting from 2nd Running Bill. ONA bill. The respondent has quoted the relevant clause of Special Conditions at Contract under which the penalty has been levied and claimed that this penalty comes under **the category of Excepted matters and is, therefore, non-arbitrable. The relevant clauses of special conditions of contract are as under:-***

"3 b) Time schedule for supply (Steel items (for mast portals, TTCs, DAs) shall be supplied within three months from the

date of issue of LOA. All other items (excluding number plates, sectioning diagram board, Bonds) shall be supplied within four months from the date of issue of LOA. Beyond the above time schedule, a penalty of 2% will be levied on supply value billed for that item.

3 b)4. The contractor shall place orders for all the materials within 50 days of issue of LOA or otherwise a penalty of 0.25% will be levied on the supply cost of the material. Necessary documentary evidence of placing the timely order with the manufacturer such as order copy and copy of DD.cheques etc be submitted to the railway

7) Penalties -Delays and penalties. Penalty shall be imposed both for non-completion of work as detailed in the plan for execution of the job and non-Supply of materials by the Tenderer. Contractor in time."

*The Claimant has given a detailed response vide letter dated 05.05.2015 for the first deduction made through 2nd running bill. The Claimant has explained the action taken for placing the supply order and has attached copies of supply orders dated 02.12.2014. **However it has not been conclusively brought out that Claimant is unable to discharge his responsibility as per contractual requirement because of delay in supply of drawings or other inputs by Respondent.** As per LOA the timeline for supply was 4 months from the date at LOA i.e. 14.02.2015. The Claimant is bound by this condition of LOA. If the necessary inputs have been delayed by the Respondent it should have been recorded by the Claimant about **the reason being attributed to Respondent for not completing his part of action as per order of precedence. This has not been explained at each stage.***

AT is of the opinion that the Respondent was within his contractual right to levy damages for delayed supplies and this deduction falls within the purview of Excepted Matters and is, therefore, non-arbitrable. The Claim is NIL in this category."

9. The Petitioner categorically blames the Respondent for the delay. The AT has not accepted this contention because it observed that the Petitioner could not conclusively bring out a case to establish that *'it was unable to discharge its responsibility as per the contractual requirement because of*

delay in supply of drawings or other inputs by the Respondent'. Besides, the deduction for delayed supplies has been held to be an excepted non-arbitrable matter. This is purely a finding of fact based on evidence that was produced by the parties before the AT.

10. During the course of the arguments, in support of this contention, Ms. Tripathy drew the attention of this Court to a communication dated 5th December, 2018, which has been issued by the Petitioner, subsequent to the termination, to contend that Respondent could not provide inputs for preparation of drawings for execution of work. Be that as it may, the Petitioner could not conclusively prove the delay and produce relevant material on record before the AT to convincingly attribute delay to the Respondent. The AT while returning a finding on "*Issue No.1 – Who is 'defaulter' in the contract?*" holds that, the primary defaulter of the contract is the Respondent. This holding is on a technical aspect that the Termination Notice was illegal as it did not give adequate time to the Petitioner to respond to the 48 hours' notice. However, while returning finding on this issue, the AT also delved into the facts and observed as under: -

"8.1.4 The above sequence of events indicate that:

a)

.....

.....

Respondent has also shown faith in the capabilities of the Claimant by reviving the Contract. Yet the Claimant had to be repeatedly advised about the slow progress of work both through letters and meetings. The Claimant had also not put in matching efforts to make up for progress of work by mobilising resources and relied on excuses even after a series of meeting and references. There are no reference by Claimant that adequate resources are available at site to complete the work. The request for repetitive extensions to DOC is also a pointer that resources were lacking. Likewise

references about lack of labor and non-payment of wages to labor have been pointed in submissions by Respondent.”

The aforesaid findings are contrary to the Petitioner’s contention. That apart, the Court is of the opinion that this finding of fact certainly cannot be held to be perverse or patently illegal in view of the facts noted above. This aspect has been gone into by the AT on the basis of the documents produced. Therefore, the Court does not find any merit in the challenge to the findings of the AT on this claim. There are several judgments of the Supreme Court and of this Court holding that the interpretation of contract and appreciation of evidence is purely the dominion of the AT and the Court would not interfere with the same, only because different interpretations are possible. We need not elaborate on this well-settled proposition of law and a reference to the observations made by the Supreme Court in ***State of U.P. v. Allied Constructions***², extracted below, would suffice: -

"4. Any award made by an arbitrator can be set aside only if one or the other term specified in Sections 30 and 33 of the Arbitration Act, 1940 is attracted. It is not a case where it can be said that the arbitrator has misconducted the proceedings. It was within his jurisdiction to interpret clause 47 of the agreement having regard to the fact-situation obtaining therein. It is submitted that an award made by an arbitrator may be wrong either on law or on fact and error of law on the face of it could not nullify an award. The award is a speaking one. The arbitrator has assigned sufficient and cogent reasons in support thereof. Interpretation of a contract, it is trite, is a matter for the arbitrator to determine (see Sudarsan Trading Co. v. Govt. of Kerala [MANU/SC/0361/1989 : (1989) 2 SCC 38 : AIR 1989 SC 890]). Section 30 of the Arbitration Act, 1940 providing for setting aside an award is restrictive in its operation. Unless one or the other condition contained in Section 30 is satisfied, an

² (2003) 7 SCC 396

award cannot be set aside. The arbitrator is a Judge chosen by the parties and his decision is final. The court is precluded from reappraising the evidence. Even in a case where the award contains reasons, the interference therewith would still be not available within the jurisdiction of the court unless, of course, the reasons are totally perverse or the judgment is based on a wrong proposition of law. An error apparent on the face of the records would not imply closer scrutiny of the merits of documents and materials on record. Once it is found that the view of the arbitrator is a plausible one, the court will refrain itself from interfering (see U.P. SEB v. Searsole Chemicals Ltd. [MANU/SC/0118/2001 : (2001) 3 SCC 397] and Ispat Engg. & Foundry Works v. Steel Authority of India Ltd. [MANU/SC/0389/2001 : (2001) 6 SCC 347])."

CLAIM NO. 8

11. Ms. Tripathy argues that the AT has erred in disallowing claim no. 8 to the Petitioner. Claim no. 8 was with respect to the compensation for losses incurred by the contractor due to extension of site. It is submitted that the completion of contract was eighteen months from the date of issuance of LoA i.e., 14th October, 2014 to 13th April, 2016. However, due to inaction on part of the Respondent, it could not offer fronts on execution of work until the termination of the contract *vide* notice dated 20th October, 2018. Further, the site was extended without any default of the Petitioner, which forced the Petitioner to incur additional contractor charges, design & drawing expenses (Drawings were made many times due to change of planning and revision of ESP), Rent (guest house/stores), wages expenses (sites), salary expense (sites), salary (Head Office- 15% total Head office salary) and consultancy (15% of total consultancy paid for extended site period). The inordinate delay in execution of the project was caused solely as a result of the inaction on part of the Respondent and hence, the Respondent is solely liable to

indemnify the Petitioner for the losses incurred due to extension of the site.

12. On this aspect, the finding of the AT is as follows: -

“Compensation for Losses incurred by the Contractor due to extension of Site- Rs 2,02,33,983

The Claimant has submitted that Respondent could not offer site for execution of work till termination of contract. The Claimant has incurred extra expenditures this account in form of Contractor charges, Design and drawing expenses, Rent (Guest house and Stores), Wages Expenses(Sites), Salary Expenses (Sites), Salary at HO (15% Total salary) and Consultancy (15% of Total Consultancy). However the Claimant has not submitted any details of each category of expenditure for proving out that this was actually made and was for the relevant work and totally attributable to the delay by the Respondent. In fact the Respondent has advised the Claimant about lack of resource mobilisation at site repeatedly through letters and in review meetings. This loss is not natural. There is no evidence to back the expenses done or by any provisions of Contract. This amount is, therefore, inadmissible and the Claim is NIL under this category.”

13. The AT has returned a finding of fact that the Petitioner has not submitted any details of each category of expenditure for proving the same. Since there was no evidence to back the expenses incurred by the Petitioner, the AT did not agree with the Petitioner. In the instant case, eight extensions were granted after revival of the contract. Further, the observation made by AT while deciding Issue No.1 noted above in para 10 are crucial as the Petitioner is held responsible for the lack of mobilization of resources. Nevertheless, the Petitioner still had the opportunity to prove that it incurred a loss. However, it failed to do so. The mere mentioning of the claim in the SoC alone is not sufficient. The Petitioner should have led evidence or produced material to sustain the claim. It is well settled in law that Courts do not sit in appeal over the award of an AT by re-assessing or re-appreciating the evidence and this ground of challenge is entirely reliant on

re-appreciation of evidence. Therefore, in the opinion of the Court, the aforesaid finding of the AT, being reasonable, based on facts, correspondence exchanged between the parties and evidence, cannot be held to be perverse and calls for no interference.

CLAIM NO. 9

14. By way of this claim, the Petitioner seeks opportunity cost/ loss of profit on the contract and loss of future opportunity @15% on the balance value of the contract. Ms. Tripathy submits that the AT has erroneously failed to grant the relief of loss of profit to the Petitioner to make good the losses suffered by them, due to the illegal termination of the contract, a fact which was confirmed by the AT in the impugned award. On this aspect, the finding of the AT is as follows: -

“Claim for Loss of Profit on this contract and loss of future opportunity @ 15% on balance value of contract of Rs 1,20,29,954 amounting to Rs 18,04,493

The Claimant has submitted that they are entitled to recover compensation for loss of opportunity to earn profit elsewhere as the termination of contract is due to breach by the Respondent. The Claimant has referred to Section 72 and Section 73 of Indian Contract Act, 1872 to support his claim. The relevant section is Section 73 of the Indian Contract Act, 1872 and is reproduced below:-

“73. Compensation for loss or damage caused by breach of contract.-When a contract has been broken, the party who suffers by such breach is entitled to receive, from the party who has broken the contract, compensation for any loss or damage caused to him thereby~ which naturally arose in the usual course of things from such breach, or which the parties knew, when they made the contract, to be likely to result from the breach of it.

Such compensation is not to be given for any remote and indirect loss or damage sustained by reason of the breach.

Compensation for failure to discharge obligation resembling those created by contract.-When an obligation resembling those created by contract has been incurred and has not been discharged, any person injured by the failure to discharge it is entitled to receive the same compensation from the party in default, as if such person had contracted to discharge it and had broken his contract. "

The breach of contract is by Respondent but of a nature unrelated to completion of work by Claimant. The Respondent had failed to follow the procedure of rescission of contract. The fact that the work progress by Claimant was poor has been indicated by the Respondent repeatedly through letters, review meetings and site checks by Respondent officials. The Claimant was not geared to discharge its responsibility even after a commitment given to Respondent for seeking revival of contract and after eight extensions in date of completion.

This adequately shows poor mobilization on the part of Claimant, rather than loss of opportunity. The case relied upon by the Claimant has been perused and is different from the circumstances of this contract under dispute. The Claim of Contractor has not naturally arisen as stipulated in the Indian Contracts Act, 1872 and is therefore indirect. No Claim is, therefore, admissible to the Claimant under this category. The Claim amount is NIL."

15. There are several reasons the AT has not found merit in this claim of the Petitioner. Firstly, the AT has noted that there has been inadequate mobilisation on the part of the Petitioner. The work progress was poor. The Petitioner was unable to discharge its responsibility even after a commitment given to the Respondent for revival of the contract after eight extensions. These findings of fact are also based on the evidence produced before the AT. The termination of the contract has been held to be illegal on a technical ground i.e., non-compliance with the period stipulated for termination. The consequence of this breach by the Respondent does not automatically lead to the conclusion that the Petitioner is entitled to claim

No. 9 as the facts leading to the termination cannot be ignored or disregarded. The Petitioner's claim for monetary compensation has not been proved. As noted above, the breach of the contract has occurred due to reasons that go against the Petitioner and are attributable to the Petitioner's own default. Besides, it is noted that after the AT found the termination of the contract by the Respondent to be illegal, it went on to award seven out of the twelve claims of the Petitioner. The AT has, therefore, looking into the entire conspectus of the case, awarded those claims to the Petitioner that were found to be maintainable and genuine. However, since there were contractual defaults on the part of the Petitioner, the AT did not consider it appropriate to award the claim for loss of future opportunity and profit. To sustain a claim for loss of profit, the party claiming the same must lead evidence and establish injury.³ These findings do not call for any interference by this Court and accordingly, the challenge on the claim no. 9 cannot be entertained within the limited scope of jurisdiction under Section 34 of the Act.

16. Before parting, the Court would like to emphasize that the jurisdiction of the Court under Section 34 of the Act is very limited. The Supreme Court in **MMTC Ltd. v. Vedanta Ltd.**⁴ held as under: -

11. As far as Section 34 is concerned, the position is well-settled by now that the Court does not sit in appeal over the arbitral award and may interfere on merits on the limited ground provided Under Section 34(2)(b)(ii), i.e. if the award is against the public policy of India. As per the legal position clarified

³ *National Highways Authority of India v. IJM- Gayatri Joint Venture*, MANU/DE/1925/2020
The Braithwaite Burn and Jessop Construction Company Limited v. Rail Vikas Nigam Ltd., 259(2019) DLT 781

⁴ (2019) 4 SCC 163

through decisions of this Court prior to the amendments to the 1996 Act in 2015, a violation of Indian public policy, in turn, includes a violation of the fundamental policy of Indian law, a violation of the interest of India, conflict with justice or morality, and the existence of patent illegality in the arbitral award. Additionally, the concept of the "fundamental policy of Indian law" would cover compliance with statutes and judicial precedents, adopting a judicial approach, compliance with the principles of natural justice, and Wednesbury reasonableness. Furthermore, "patent illegality" itself has been held to mean contravention of the substantive law of India, contravention of the 1996 Act, and contravention of the terms of the contract.

It is only if one of these conditions is met that the Court may interfere with an arbitral award in terms of Section 34(2)(b) (ii), but such interference does not entail a review of the merits of the dispute, and is limited to situations where the findings of the arbitrator are arbitrary, capricious or perverse, or when the conscience of the Court is shocked, or when the illegality is not trivial but goes to the root of the matter. An arbitral award may not be interfered with if the view taken by the arbitrator is a possible view based on facts. (See Associate Builders v. DDA, MANU/SC/1076/2014 : (2015) 3 SCC 49). Also see ONGC Ltd. v. Saw Pipes Ltd., MANU/SC/0314/2003 : (2003) 5 SCC 705; Hindustan Zinc Ltd. v. Friends Coal Carbonisation, MANU/SC/8095/2006 : (2006) 4 SCC 445; and McDermott International v. Burn Standard Co. Ltd., MANU/SC/8177/2006 : (2006) 11 SCC 181).

It is relevant to note that after the 2015 amendments to Section 34, the above position stands somewhat modified. Pursuant to the insertion of Explanation 1 to Section 34(2), the scope of contravention of Indian public policy has been modified to the extent that it now means fraud or corruption in the making of the award, violation of Section 75 or Section 81 of the Act, contravention of the fundamental policy of Indian law, and conflict with the most basic notions of justice or morality. Additionally, Sub-section (2A) has been inserted in Section 34,

which provides that in case of domestic arbitrations, violation of Indian public policy also includes patent illegality appearing on the face of the award. The proviso to the same states that an award shall not be set aside merely on the ground of an erroneous application of the law or by re-appreciation of evidence.”

Further, in ***Dyna Technologies Pvt. Ltd. v. Crompton Greaves Ltd.***⁵ the Supreme Court issued a caveat for Courts to keep in view while exercising jurisdiction under Section 34: -

“26. There is no dispute that Section 34 of the Arbitration Act limits a challenge to an award only on the grounds provided therein or as interpreted by various Courts. We need to be cognizant of the fact that arbitral awards should not be interfered with in a casual and cavalier manner, unless the Court comes to a conclusion that the perversity of the award goes to the root of the matter without there being a possibility of alternative interpretation which may sustain the arbitral award. Section 34 is different in its approach and cannot be equated with a normal appellate jurisdiction. The mandate Under Section 34 is to respect the finality of the arbitral award and the party autonomy to get their dispute adjudicated by an alternative forum as provided under the law. If the Courts were to interfere with the arbitral award in the usual course on factual aspects, then the commercial wisdom behind opting for alternate dispute resolution would stand frustrated.

27. Moreover, umpteen number of judgments of this Court have categorically held that the Courts should not interfere with an award merely because an alternative view on facts and interpretation of contract exists. The Courts need to be cautious and should defer to the view taken by the Arbitral Tribunal even if the reasoning provided in the award is implied unless such award portrays perversity unpardonable Under Section 34 of the Arbitration Act.”

⁵ 2020 (5) SCJ 501

17. The Petitioner has not been able show any patent illegality or perversity in the impugned award. No other ground is pressed or urged before this Court. In view of the above, there is no merit in the petition and accordingly, the same is dismissed along with the pending applications.

SANJEEV NARULA, J

MAY 6, 2021

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(corrected and released on 17th May, 2021)

