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

Date of Decision: 23rd November, 2022

\+ O.M.P. (COMM) 473/2022

MS STRATEGIC INFRA SERVICES PRIVATE LIMITED ..... Petitioner

Through: Mr. Jayant Mehta, Senior Advocate with Mr. Arindam Ghose, Mr. Upinder Singh, Ms. Kaveri Rawal & Ms. Rudrakshi Deo, Advocates.

versus

MS ENERGY EFFICIENCY SERVICES LTD ..... Respondents

Through: Mr. Samdarshi Sanjay, Advocate. [Enrolment No. D/1122/2000, M:-9811585062]

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CORAM:
HON'BLE MR. JUSTICE PRATEEK JALAN

JUDGMENT

PRATEEK JALAN, J. (*Oral*)

I.A. 19465/2022 *(for exemption)*

Exemption allowed, subject to all just exceptions.

This application stands disposed of.

I.A. 19466/2022 *(for condonation of delay)*

1. This is an application seeking condonation of delay of 11 days in refiling of the petition.

2. The impugned award passed by a three-member Arbitral Tribunal [hereinafter referred to as "the Tribunal"] is dated 01.07.2022. The application states that petition was first filed on 28.09.2022 i.e., within the period of three months, as provided under Section 34(3) of the Arbitration and Conciliation Act, 1996 [hereinafter referred to as "the Act"]. Defects were notified by the Registry on 01.10.2022, and after removing the defects, the petition was refiled on 14.10.2022. Certain other defects were notified on the same day, and the petition was thereafter refiled on 11.11.2022.

3. Mr. Samdarshi Sanjay, learned counsel for the respondent, who appears on advance notice, submits that the application does not disclose sufficient grounds for condonation of delay in refiling, particularly in view of the maximum condonable period of 30 days, provided in Section 34(3) of the Act. He submits that this period would have lapsed on 31.10.2022, whereas the petition was refiled only thereafter, on 11.11.2022.

4. Mr. Sanjay relies upon the judgment of this Court in *Prominent Tours & Travel Pvt. Ltd. & Ors. vs. Kotak Mahindra Bank Limited*[1] in this connection. In the said judgment, the Court was faced with the case where there was a delay of 182 days in refiling of the petition. The Court found the reasons offered by the petitioner insufficient for condonation of delay. With regard to the principle behind Section 34(3) of the Act, the Court held as follows:-

> *"**9. Section 34(3) of the Act, though strictly not applicable to a case of refiling of the petition, would certainly have to be kept in***

[1] 2018 SCC OnLine Del 9812.

mind while considering the reasons submitted by the petitioners for seeking condonation of delay in re-filing of the petition. *As held by this Court in Delhi Transco Ltd. & Anr. vs. Hythro Engineers Pvt. Ltd. 2012 SCC OnLine Del 3557,* ***if the delay in re-filing is such as to go well and substantially beyond the period of three months and 30 days****, the matter would require a close scrutiny and adoption of more stringent norms while considering the application for condonation of delay in re-filing, and* ***the Court would conduct a deeper scrutiny in the matter****. The leniency shown and the liberal approach adopted otherwise by the Courts in the matters of condonation of delay in other cases, would in such cases not be adopted, as the adoption of such an approach by the Court would defeat the statutory scheme contained in the Act which prescribes an outer limit of time within which the objections could be preferred.*

10. ***In the present case, the explanation being offered by the petitioners for almost seven months' delay in re-filing the petition, is certainly not reasonable or sufficient****.*

11. Counsel for the petitioners has placed reliance on the judgment of the Supreme Court in Northern Railway vs. Pioneer Publicity Corporation Pvt. Ltd. (2017) 11 SCC 234 to contend that ***Section 34 (3) of the Act has no application in re-filing the petition but only applies to the initial filing of the objections under Section 34 of the Act. As observed earlier, this is the correct proposition of law, however, in the peculiar facts of the present case, would not be of any assistance to the petitioners****. In Pioneer Publicity (supra), the Supreme Court found that the petitioner therein had offered an explanation for the delay after the extensions. In the present case, however, I do not find the explanation given by the petitioner to be sufficient or reasonable."*[2]

5. I find the facts of the present case to be quite distinct from the facts of the aforesaid judgment. The delay in refiling in the present case is only of 11 days, as opposed to seven months in that case. Notably, the judgment in *Prominent Tours & Travel Pvt. Ltd*[3] does not bar condonation of delay beyond the period prescribed in Section 34(3) of the Act, but requires deeper scrutiny of the reasons keeping in

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[2] Emphasis Supplied.
[3] Supra (note 1).

mind the extent of the delay. The Court found against the petitioner therein on facts.

6. In the present case, the reasons for delay mentioned in the application are as follows:-

> *"It is submitted that the defects raised by the Registry could not be removed and refiled within the required statutory period due to the intervening holidays as well as impending festivities, which caused delay in obtaining important instructions for removing certain defects. It is further submitted that the Petitioner's office is situated in Bangalore, Karnataka. This further prevented the Petitioner from the removing defects within the statutory period on account of the time taken in transit of signed documents from Bangalore to Delhi."*

7. The factual position that the Dusshera, Diwali festivities and the consequent Court holidays fell within the month of October, 2022, is undisputed. In these circumstances, I do not find the delay of 11 days to be such as to disentitle the petitioner to maintain the present petition under Section 34 of the Act.

8. It may also be noted that, in the facts of the present case, it is not suggested that the original filing dated 28.09.2022 was *non-est*, for want of any of the essential pre-requisites of the petition.

9. For the reasons aforesaid, the application is allowed, and the delay in refiling of the petition in condoned.

10. The application stands disposed of.

O.M.P. (COMM) 473/2022 & I.A. 19464/2022 *(for stay)*

1. By way of this petition under Section 34 of the Act, the petitioner- M/s Strategic Infra Services Private Limited [hereinafter referred to as "Strategic Infra"] seeks setting aside of an award dated

01.07.2022, rendered by an Arbitral Tribunal, adjudicating disputes between the parties pursuant to bids for "*Hiring of Distribution Agency for Distribution, Storage, Inventory Management of energy appliances*".

2. Pursuant to the tenders, Strategic Infra was declared as the successful bidder for distribution of various energy appliances, and a total of nine Letters of Awards [hereinafter referred to as "LoAs"] were issued in its favour. Contract agreements were also entered into pursuant to the said LoAs. The details of the LoAs, as set out in paragraph 3 of the impugned award, are as follows:-

Sl.	***Particulars***	***State/ Duration of Contract***	***Contract Price Inclusive of all taxes and duties***	***Contract value***
1.	*LoA No. 0601050/2389/ dated 12.08.2015 for distribution of LED Bulbs*	*Himachal Pradesh. 1 ½ year from the date of LoA*	*Rs.11.29/-*	*Rs.3,52,96,435/-*
2.	*LoA No. 0601050/2389/ dated 12.08.2015 for distribution of LED Bulbs.*	*Maharashtra/ 2 years from the date of Award.*	*Rs.7.58/-*	*Rs.15,29,75,709/-*
3.	*EESL/06/2015-16/DELP Distribution-Anantpur-Andhra Pradesh/LoA-0601057/2974/ 17.11.2014 for distribution of*	*Andhra Pradesh/ 45 days from 01.12.2014.*	*Rs.8.10/-*	*Rs.81,00,000/-*

	LED Bulbs.			
4.	*LoA No. 0601065/ dated 07.09.2015 for distribution of LED Bulbs.*	*Andhra Pradesh/I (one) year from the date of Award.*	*Rs.7.02/-*	*Rs.3,64,25,376/-*
5.	*LoA No. 0601128/5886 dated 08.02.2016 for distribution of LED Bulbs.*	*Chattisgarh*	*Rs.5.42/-*	*Rs.2,39,02,200/-*
6.	*LoA No. 0601110/4984 dated 01.01.2016 for distribution of LED Bulbs.*	*Karnataka/ 6 months from the date of LoA*	*Rs.5.57/-*	*Rs.1,55,98,29.84/-*
7.	*LoA No. 1617062/1104 dated 30.05.2016 for distribution of LED Bulbs.*	*Goa/ 6 months from the date of LoA*	*Rs.4.80/-*	*Rs.28,16,640/-*
8.	*LoA No. 1617129/3033 dated 02.08.2016 for distribution of LED Bulbs, BEE 5 Star Ceiling fans & Energy Efficient Tube Lights.*	*Madhya Pradesh/ Period of 6 months or penetration of 80% or more in that particular state, whichever is*	*Rs.5.85/- for LED Bulbs equivalent to Rs.2,31,66,000/-* *Rs.18.36 for Tube Lights equivalent to Rs.66,09,6000/-*	

		later	*Rs.70.65/- for Fans equivalent to Rs.52,98,750/-*	
9.	*LoA No. 1617118/2983 dated 02.08.2016 for distribution of LED Bulbs, BEE 5 Star Ceiling fans & Energy Efficient Tube Lights.*	*Gujarat*	*Rs.6/- for LED Bulbs equivalent to Rs.1,98,00,000/-*	*Rs.2,64,00,000/-*
			Rs.12/- for Tube Lights equivalent to Rs.36,00000/-	
			Rs.48/- for Fans equivalent to Rs.30,00,000/-	

3. Under these contracts, various energy efficient electrical goods were to be supplied to Strategic Infra by the respondent- M/s Energy Efficiency Services Ltd. [hereinafter referred to as "EESL"] under the Prime Minister's National Action Plan on Climate Change [later known as the "*UJALA*" Programme]. The contracts required Strategic Infra, or any sub-contractor engaged by it, to distribute the appliances, and deposit the proceeds so acquired in a designated account of EESL.

4. Strategic Infra appointed one M/s Global IT Services Limited [hereinafter referred to as "GITS"] as its sub-contractor, which it was undisputedly entitled to do. The disputes arose because GITS did not deposit the proceeds into the designated account of EESL. Various

show cause notices, including notices dated 20.05.2016, 11.08.2016, 02.02.2017 and 01.03.2017, were sent by EESL to Strategic Infra.

5. As the matter could not be resolved between the parties, arbitration proceedings were commenced. The Tribunal was constituted in terms of Clause 17 of the General Conditions of Contract [hereinafter referred to as "GCC"]. EESL raised various claims which were contested by Strategic Infra, and counter claims were also filed by Strategic Infra. By the impugned award, the Tribunal has allowed the claims of EESL to the extent of ₹12,51,31,306/- in respect of claim No.1, and ₹1.03 crores in respect of claim No.2. *Pendente lite* and future interest @12% per annum has also been awarded on both the claims, alongwith costs of legal proceedings.

6. Both claims arise out of an admitted failure on the part of Strategic Infra's sub-contractor, GITS, to deposit the proceeds of the distribution with EESL.

7. Mr. Jayant Mehta, learned Senior Counsel for Strategic Infra, presses the challenge to the impugned award, both on the question of liability and on the quantification of claims.

8. The following clauses of the agreement have been cited by Mr. Mehta and Mr. Sanjay:-

> "*19: Sub Contracting: xxxx xx.xx xxxx xxxx*[4]
>
> *xxxx xx.xx xx.xx xx.xx.*
>
> ***Such approval by the EESL for any of the sub implementing partners shall not relieve the Implementing Partner from any of its obligations, duties or responsibilities under the Contract.***

[4] Clause 19 of the GCC [refer page No. 19 of the petitioner's list of documents].

3.9 Independent Contractor or Implementing partner[5]*: The Implementing Partner shall be an independent Implementing Partner Performing the Contract. The contract does not create any agency, partnership, joint venture, or other joint relationship between the parties hereto: Subject to the provisions of contract, the Contract or Implementing Partner shall be solely responsible for the manner in which the Contract is performed.* ***All employees, representatives, or Sub Contractor or Sub Implementing Partners engaged by the Implementing Partner in connection with the performance of the Contract shall be under the Complete Control of the Implementing Partner*** *and shall not be deemed to be employees of EESL, and nothing contained in the contract or in any subcontract awarded by the Implementing Partner shall be construed to create any contractual relationship between any such employees, representatives, or Sub Contractor or Sub Implementing Partner and the EESL.*

xxxx xxxx xxxx

8. Penalty[6]

The agency shall deposit the monies collected from the participating household i.e. domestic, commercial and Institutional consumers (total amount of the upfront payment) into a bank account in the name of the EESL The deposit has to be done every alternate day and the actual deposit slips should be submitted to EESL mandatorily.

If agency fails to deposit the cash collected through Upfront mode every alternate day in EESL collection account than EESL reserves the right to impose 18% penalty interest on pending amount *to be deposited, if delay is caused on the account of bidder/s.*

Also, if agency fails to deposit cash collected from consumers in EESL's account till amount equivalent to 75% of the BG value within the stipulated time, then EESL reserves the right to en cash the BG submitted *by vendor and stop the distribution work.*

[5] Clause 3.9 of the GCC [refer page No. 19 of the petitioner's list of documents].

[6] Clause 8 of the Technical and Special Conditions of Contract [refer page Nos. 15-16 of the petitioner's list of documents].

xxxx xxxx xxxx

12. Contract Performance Guarantee[7]:

Within ten (JO) days of the receipt of notification of award (P.O/ L O A) from EESL you shall furnish the Performance Security in the form of Demanding Draft/ Pay Order or Bank Guarantee as under:-

S.NO.	*State*	*Value of CPG*	*Validation*
1	*Himachal Pradesh*	*10% * Distribution Cost 31,26,345 LED Bulbs*	*18 months + Three months Claim Period*
2	*Maharashtra*	*10% * Cost * 2.01.81.492 LED Bulbs*	*24 Months + Three months Claim Period*

Bank guarantee shall be from any Nationalized Banks/ other scheduled private banks. EESL shall, at his discretion, have recourse to the said Bank Guarantee for the recovery of any or all amount due from the bidder in connection with the contract including of guarantee obligations and may be extended if required

Failure to comply with the requirements of lFB/RFP/NIT shall constitute sufficient grounds for the annulment of the award and forfeiture of the performance security.

xxxx xxxx xxxx

3.11 Non-Waiver[8]

3.11.1 Subject to GCC Sub-Clause 3.11.2 below, ***no relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict***

[7] Clause 12 of the LoA [refer page Nos. 14-15 of the petitioner's list of documents].

[8] Clause 3.11. of the GCC [refer page No. 20 of the petitioner's list of documents].

> ***<u>the rights of that party under the Contract</u>****, nor shall any waiver by either party · of any breach of Contract operate as waiver of any subsequent or continuing breach of contract.*
>
> *3 .11. 2 Any waiver of a party 's rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorised representative of the party granting such waiver and must specify the right and the extent to which it is being waived."*[9]

9. Mr. Mehta's principal submission was that, despite the failure of GITS to deposit the proceeds in the account of EESL, as required by Clause 12 of the LoA, EESL continued to supply the goods to GITS, contrary to the terms and conditions of the contract. He submits that such an act on the part of EESL itself disentitles it from resorting to the penal provision, provided in Clause 8 of the Technical and Special Conditions of the contract. The Tribunal has dealt with this aspect in paragraph Nos. 34 to 39 of the impugned award, which read as follows[10]:-

> " *34. It may be further noted that in both these forms of Penalties, the expression, used is: "****Reserves the Right".*** *The said expression clearly means that it is the prerogative of the claimant whether to resort to this provision or not. In other words, it was purely the discretion of the claimant to make use of this provision.* ***<u>By no stretch of imagination, the provision can be interpreted to cast an obligation on the claimant to invariably stop the distribution work as contended by the respondent.</u>*** *A provision which is incorporated for the benefit of the Claimant, is sought to be circumvented and used against it. The proposition put forth by the respondent is clearly against all canons of law. We, therefore, find that there are no merits in the argument advanced by the Ld. Counsel for the respondent in this regard. Conspicuously enough, it needs to be noted that at no point of time, Respondent asked the claimant to stop supplies.*

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[9] Emphasis Supplied.

[10] Strategic Infra and EESL are described in the impugned award as the "Respondent" and "Claimant" respectively.

35. Second limb of the defence of the Respondent is that the Claimant was negligent and irresponsible in as much as it had continued to supply LED Bulbs to the implementing partner's representative (GITS) without caring for the fact that the amounts collected on the sale had not been remitted to its account. It has further taken a stand that the claimant with a lethargic attitude had allowed huge sums of money collected on sales to be accumulated in the hands of the implementing partner's representative (GITS). It has alleged that the claimant is now trying to pass on the liability on it by demanding the outstanding payment. In this regard, it would be relevant to examine as to how the implementing partner's representative was to be appointed and the consequent rights and liabilities of the parties arising out of it.

1.1 GCC

xxxx xxxx xxxx

19: Sub Contracting:

xxxx xxxx xxxx xxxx

36. From the above, it can be seen that the implementing partner's representative (GITS) was solely appointed by the respondent and the claimant had no role in its appointment. ***The terms of the contract further make it amply clear that the appointment of implementing partner's representative does not create any obligation on the part of the claimant and the acts of the implementing partner's representative are regarded as the acts of the respondent itself****. This is consistent with the 'law · of agency', which provides that it is the* ***Principal*** *who is liable for the acts of its* ***Agent.***

37. Ld. Counsel for the claimant has also relied upon Clause 3 .11 of GCC which starts with the heading ***'Non Waiver'.*** *The clause is reproduced below: -*

"3.11 Non-Waiver

xxxx xxxx xxxx

38. ***Perusal of the above clause in the GCC would show that even if there was any relaxation or delay or indulgence by any party in enforcing any term of contract, it will not prejudice or affect the rights of the party under the contract****. Therefore, even if the Claimant was lax in ensuring that the proceeds of the sale were regularly remitted to its account, it would in no way affect rights of* *the claimant to recover its dues. On the contrary, it was obligatory on the part of the Respondent to ensure that the sale proceeds were duly deposited in the designated accounts of the claimant.*

39. Further, the terms of the contract make it mandatory on the part of the Respondent to provide all the details of the distribution to the claimant (Clause 5 of the 'Technical & Special Conditions of Contract'). Some of such obligations have been extracted by us in Para-5 above. As per Clause 8, it was the duty of the respondent to deposit the sale proceeds in the account of the EESL every alternate day. It was also the duty of the respondent to submit deposit-challans simultaneously."[11]

10. It is evident that the Tribunal has rendered a finding that the exercise of the penal provision was a prerogative of EESL, and cannot lead to a conclusion that EESL was obliged to stop the distribution work for a breach of any contractual provisions. The Tribunal has also found that Strategic Infra did not ask EESL to stop the supplies at any point. The Tribunal has held that GITS was the appointee of Strategic Infra, and that Strategic Infra, as the principal, was responsible for its actions and omissions. Strategic Infra's arguments with regard to continued supply of goods by EESL to GITS has been repelled by the Tribunal relying *inter alia* upon Clause 3.11 of the GCC, which makes it clear that neither party would be taken to have waived continued performance, merely by reason of any forbearance or indulgence in enforcing the terms of the contract.

11. I am of the view that the aforesaid findings returned by the Tribunal are based upon an interpretation of contractual clauses that cannot, by any stretch of imagination, be described as implausible or perverse. It is settled by several decisions of the Supreme Court that

[11] Emphasis supplied.

interpretation of the contract is clearly within the domain of the tribunal, and the Court would decline to interfere under Section 34 of the Act, absent a finding of manifest arbitrariness or perversity in the interpretation preferred by the tribunal[12].

12. On the question of quantification, Mr. Mehta referred me to paragraphs 76 to 82 of the award, wherein the Tribunal has come to the conclusion that the quantification of the amounts due were not contested by Strategic Infra. The aforesaid conclusion is derived from the contents of paragraph Nos. 16 and 20 of the Statement of Defence of Strategic Infra[13]. The relevant contents of the Statement of Defence are as follows: -

> *"16. The Respondent submits that due to the aforesaid shortfalls as a result of lethargic and irresponsible attitude of the Claimant, a sum of Rs. 20,07,75,143/- (Rupees Twenty Crore Seven Lakhs Seventy Five Thousand one Hundred Forty Three Only) got accumulated at the hands of Mis Global IT Solutions (GITS in short) who took advantage of the negligent manner in which the Claimant was carrying on the operations."*
>
> *"20. The Respondent submits that subsequently on reconciliation of all the accounts, the Respondent has found that GITS is due in all a sum of Rs.20,07,75,143/- (Rupees Twenty Crore Seven Lakhs Seventy Five Thousand one Hundred Forty Three Only) being the amount that it has collected through sales of LED Bulbs in States of Himachal Pradesh, Chhattisgarh, Karnataka, Maharashtra and Madhya Pradesh and not . deposited in the bank account of the claimant. The respondent in addition to initiating the criminal proceedings pending against GITS has also initiated civil*

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[12] Refer *Associate Builders vs. Delhi Development Authority* (2015) 3 SCC 49 [**paragraph 42.3**], *Ssangyong Engineering and Construction Company Limited vs. National Highways Authority of India (NHAI)* (2019) 15 SCC 131 [**paragraph 40**] and *Delhi Airport Metro Express Private Limited vs. Delhi Metro Rail Corporation Limited* (2022) 1 SCC 131 [**paragraphs 29 and 49**].

[13] Set out in paragraph No. 76 of the impugned award, and correspondences are discussed in paragraph Nos. 79 and 80 thereof.

proceedings to recover the amounts due from GITS. In the show cause notice, the claimant has claimed a sum of Rs.12,51,31,306/(Rupees Twelve Crore Fifty One Lakhs Thirty One Thousand Three Hundred Six only) towards the outstanding cash deposit which is less than the amount required to be recovered by the Respondent from GITS. lnspite of bringing it to the notice of the claimant that the proceedings against GITS have been instituted, the claimant caused show cause notice demanding payment despite the fact that the Claimant alone was responsible for supply of LED Bulbs to GITS after coordinating with its accounts team regarding deposit of cash, it appears that the employees of Claimant in the state of Himachal Pradesh and Karnataka have colluded with GITS and exposed the Respondent to severe loss, as the major portions of the amounts were collected in these States towards distribution of LED Bulbs, which were not deposited in the designated account of the Claimant."

13. The Tribunal has also referred to replies addressed by Strategic Infra to various show cause notices issued by EESL, to return the finding that the quantum of the amount due on this count is undisputed.

14. The Tribunal's finding on this issue are factual. It was satisfied on consideration of the pleadings and correspondence placed before it that the quantification remained uncontested by Strategic Infra. Such factual findings are not vulnerable to interference under Section 34 of the Act unless, again, they are shown to be "*patently illegal*", in the sense that no tribunal could have arrived at such a finding on a reasonable consideration of the material before it[14].

15. I do not find the Tribunal's reading of the Statement of Defence

[14] Refer *Associate Builders vs. Delhi Development Authority* (2015) 3 SCC 49 [**paragraphs 52 and 56**], *Ssangyong Engineering and Construction Company Limited vs. National Highways Authority of India (NHAI)* (2019) 15 SCC 131 [**paragraph 38**] and *Delhi Airport Metro Express Private Limited vs. Delhi Metro Rail Corporation Limited* (2022) 1 SCC 131 [**paragraphs 26 to 29**].

to suffer from any such perversity or arbitrariness as to require interference with the impugned award. It is clear that the case set up by Strategic Infra was one of its larger claim against EESL, and the quantification of EESL's claims were not expressly or impliedly disputed. The Tribunal, in paragraphs 81 and 82 of the impugned award, has also referred to disputes between Strategic Infra and GITS. Asserting its claims against GITS, Strategic Infra itself quantified an amount of approximately ₹20.91 crores as due from GITS on account of accumulated proceeds under the contract. Strategic Infra had also approached the Karnataka High Court against GITS under Section 11 of the Act[15], in which it was *inter alia* stated as follows:-

> *"It is submitted that on account of the aforesaid acts of collecting money from the distribution of LED Bulbs and not remitting the same to the Petitioner, or to EESL, a sum of Rs.12,33, 99, 312/- (Rupees Twelve Crore Thirty-Three Lakh Ninety-Nine Thousand Three Hundred Twelve only) remained overdue from the Respondent."*[16]

16. The Tribunal's conclusion, based upon this evidence, is a plausible one. I am, therefore, not persuaded to reappreciate the evidence, which is beyond the scope of Section 34 of the Act.

17. The award on claim No.2 proceeds on a similar basis, relating to distribution of goods on EMI basis. Mr. Mehta did not urge any distinct ground in connection with this claim, as the Tribunal has proceeded on a similar interpretation of the contract and appreciation of evidence, including oral evidence.

18. For the reasons aforesaid, I am not inclined to exercise the

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[15] CMP No. 400/2019
[16] Refer page Nos. 47-48 of the impugned award.

jurisdiction of this Court under Section 34 of the Act in respect of the impugned award.

19. The petition, alongwith the pending application, is therefore, dismissed.

20. There will be no order as to costs.

PRATEEK JALAN, J.

NOVEMBER 23, 2022
'Bhupi/pv/Faisal'