IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.7519 of 2022

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M/s Swastik Traders, a partnership firm through its partner Sudip Kumar Dey, aged about 54 year (Male), Son of Sunil Kumar Dey, Resident of Bijpir North, 129 Naihati Halisahar, P.O. Malancho, Near Nana Hospital Baliaghata, Nabanagar, North 24 Parganas, West Bengal - 743136.

... ... Petitioner/s

Versus

1. The State of Bihar through the Principal Secretary, Mines and Geology Department, Government of Bihar, Vikas Bhawan, Bailey Road, Patna.
2. The Principal Secretary Cum Mines Commissioner, Mines and Geology Department, Government of Bihar, Vikas Bhawan, Bailey Road, Patna.
3. The Director, Mines and Geology Department, Government of Bihar, Vikas Bhawan, Bailey Road, Patna.
4. The District Magistrate, Banka.
5. The District Mining Officer, Banka.
6. Bihar State Mining Corporation Limited through its General Manager, Room No. 164, Vikas Bhawan, (New Secretariat), Bailey Road, Patna - 800015.
7. The Administrative Officer, Bihar State Mining Corporation Limited, Room No. 164, Vikas Bhawan, (New Secretariat), Bailey Road, Patna - 800015.
8. The Joint Secretary, Bihar State Mining Corporation Limited, Room No. 164, Vikas Bhawan, (New Secretariat), Bailey Road, Patna - 800015.

... ... Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Suraj Samdarshi with Mr. Avinash Shekhar, Advocates
For the State	:	Mr. Ajit Kumar, AC to GA 7
For the Mines	:	Mr. Naresh Dikshit, Spl. P.P.

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CORAM: HONOURABLE MR. JUSTICE HARISH KUMAR

C A V JUDGMENT

Date : 03-11-2023

This Court has heard Mr. Suraj Samdarshi, learned counsel duly assisted by Mr. Avinash Shekhar, learned counsel for the petitioner, Mr. Naresh Dikshit, learned Special P.P. for the Mines and Mr. Ajit Kumar, learned AC to GA 7 for the State.

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2. The petitioner claims to be a partnership firm in the name of M/S Swastik Traders, through its partner, filed the present writ petition seeking quashing of Letter No. 1143 dated 28.04.2022 (annexure-15) issued by the respondent-Joint Secretary, whereby the earnest money of Rs.3,83,93,977/- deposited by the petitioner firm for participating in e- auction of sand ghats in the district of Banka in furtherance of tender bearing reference No. 06/2021-22 dated 29.12.2021 floated by the Bihar State Mining Corporation Limited (hereinafter referred to as the 'BSMCL'), has been forfeited. The petitioner further sought a direction upon the respondent-BMSCL to refund the earnest money of Rs.3,83,93,977/- deposited by the petitioner for participating in e-auction for sand ghats in the district of Banka in furtherance of the afore-noted tender.

3. The short facts which led to the filing of the present writ petition are that in the light of the interim order dated 10.11.2021 of the Hon'ble Supreme Court in Civil Appeal No. 3661-3662/2020 (The State of Bihar and Ors. Vs. Pawan Kumar & Ors.) the respondent BSMCL issued a notice inviting tender for selection of contractors for operation of sand ghats/clusters in the district of Banka vide Short Notice Inviting Re-tender (SNIR) bearing reference No. 06/2021-22 dated

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29.12.2021, copy of which has been marked as annexure-1 to the writ petition.

4. The date of issuance of tender notice was 31.12.2021 and the last date for submission of technical bid was 07.01.2022 at 01:00 pm, whereas the date and time of opening of technical bid was 07.01.2022 at 03:00 pm. The date of uploading the names of the successful bidders was 09.01.2022. Further the date of e-auction in respect of different districts was fixed from 11.01.2022 to 15.01.2022.

5. It is the case of the petitioner that though the petitioner decided to participate in the auction of cluster-5 of Banka district, the reserve price for which was fixed at Rs. 10,56,44,574/- and the EMD was Rs.2,64,11,144/- but on account of inadvertence he submitted the technical bid on 06.01.2022 for Cluster 3 of the tender document which had the reserve price of Rs.15,35,75,909/- and the EMD of Rs.3,83,93,977/-. On account of inadvertence, the petitioner deposited the EMD of Rs. 3,83,93,977/- and accordingly the technical bid was registered on the prescribed portal. When the petitioner came to know about such error, he immediately submitted a representation *vide* his e-mail dated 07.01.2022 at 11:44 pm on *bih.minescorp@gmail.com* requesting that the

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technical bid of the petitioner may be treated for Cluster-5 of Banka district instead of Cluster-3. It was also requested that if change was not possible then EMD deposited by the petitioner may be refunded.

6. Despite the afore-noted representation, the petitioner did not receive any response from the BSMCL to its mail compelling the petitioner to submit another representation *vide* e-mail on 08.01.2022 with similar request. However, the petitioner did not receive any response and to its utter shock, he received an e-mail on 09.01.2022 intimating him that it has been declared technically qualified for Banka Cluster-3. The petitioner again submitted representations on 13.01.2022 and 14.01.2022 to the Managing Director, BSMCL to consider its technical bid for Cluster-5 and allowed the petitioner to participate accordingly and if the same is not possible then refund the EMD of Rs. 3,83,93,977/- forthwith. No response to the aforesaid representation has been received by the petitioner. Nonetheless, *vide* letter No. 08/Balu-9/21-311 dated 19.01.2022 issued by the MD, BSMCL, the petitioner was directed to participate in the financial bid for Cluster-3 sand ghats in Banka to be held on 20.01.2022. The petitioner immediately *vide* its letter dated 20.01.2022 lodged its protest

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and intimated that it had already withdrawn its offer vide e-mail dated 07.01.2022 and 08.01.2022 and has also not submitted the hard copy of the technical bid as required under Clause-8 of the tender document and thus it could not have been declared technically qualified. The petitioner also requested for refund of the EMD.

7. In response to the aforesaid representation of the petitioner, the BSMCL vide its letter No. 374 dated 20.01.2022 directed the petitioner to show cause as to why the earnest money deposited by it is not forfeited and it be not blacklisted for five years under Clause 18 of the tender document. The petitioner on receipt of the aforesaid letter immediately submitted its reply on 21.01.2022 containing therein that Clause 18 of the tender document applies only if the bidder has committed any irregularities or indulged in corrupt practice during the bidding process. Since the petitioner never participated in the bidding process, the question of committing any irregularity does not arise.

8. The reply of the petitioner has been turned down vide letter No. 631 dated 09.02.2022 and once again directed the petitioner to submit show cause on both counts as to why it not be forfeited and the firm be not blacklisted for five years.

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The petitioner again submitted its reply vide letter dated 12.02.2022 clarifying the position that it had withdrawn its offer for Cluster -3 immediately upon coming to know about the error on its part and that too before the technical evaluation was completed. When no action was taken on the representation of the petitioner, another similar representation was filed on 23.04.2022 requesting therein that EMD be refunded considering the facts of the case. Consequent thereto, the impugned order as contained in Letter No. 1143 dated 28.04.2022 came to be passed by the respondent-Joint Secretary intimating the petitioner that its EMD has been forfeited. The petitioner was further asked to show cause as to why it should not be blacklisted for a period of five years.

9. Mr. Suraj Samdarshi, learned Advocate representing the petitioner while assailing the impugned letter dated 28.04.2022 submitted that the petitioner never intended to participate in the auction of sand ghats at Cluster-3 of Banka district, rather the intent was to participate in the auction of sand ghat at Cluster-5 of Banka district but on account of sheer inadvertence the technical bid was erroneously submitted for Cluster-3 sand ghats and the EMD was also paid for the same. However, upon coming to know about this *bona fide* mistake,

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the petitioner submitted its representation as stated hereinabove, but no action was taken rather the BSMCL for the reasons best known to it proceeded with technical evaluation of the bid and declared the petitioner technically qualified on 09.01.2022. He further submits that the representations dated 07.01.2022 and 08.01.2022 were meant only for revocation of offer to participate in the auction of Cluster-3 sand ghats in Banka district. He further emphasizes that request for revocation of offer was made prior to being technically qualified on 09.01.2022, therefore the stand of the BSMCL in its letter No. 631 dated 09.02.2022 that the petitioner submitted its first application for change after being technically qualified, is incorrect and baseless.

10. He also submitted that the petitioner never submitted the hard copy of the technical bid and therefore, on this account also the petitioner could not have been declared to be technically qualified for Cluster-3 of Banka district. Further, any direction to participate in the auction for Cluster-3 is highly arbitrary, illegal, unreasonable and tantamount to abuse of the authority despite having come to know of the bona fide mistake on the petitioner’s part. He also submits that the petitioner had already withdrawn its offer before the technical evaluation was

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complete therefore Clause 18 of the tender document does not apply in the case of the petitioner and thus there was absolutely no justification for forfeiture of EMD.

11. Learned counsel, Mr. Suraj Samdarhi has also taken this Court to the provisions of the tender document and with reference thereto he submits that in absence of any provision which authorizes the BSMCL to forfeit the Earnest Money Deposit (EMD) of bidders for not participating in the tender process, the action of forfeiture of EMD is without authority and bad in the eyes of law. In support of the afore-noted submissions, reliance has also been placed on the judgments rendered by the Hon'ble Supreme Court in **National Thermal Power Corporation Limited Vs. Ashok Kumar Singh & Ors., [(2015) 4 SCC 252]; Suresh Kumar Wadhwa Vs. the State of Madhya Paradesh & Ors [(2017) 16 SCC 757** and **Union of India Vs. Vertex Broadcasting Company Private Limited & Ors. [(2015) 16 SCC 198.**

12. *Per contra*, Mr. Naresh Dikshit, learned Special P.P. for the Mines while refuting the contention of the petitioner with all his vehemence submitted that Clause 7 of the tender document categorically states that the document uploaded by the bidders will be scrutinized by the Technical Committee and

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only the successful bidder in the technical bid shall be allowed to participate in the financial bid. He further submitted that Clause 17 of the tender document clearly stipulates that all the interested bidders are requested to read the terms and conditions thoroughly prior to registering of e-auction. Once the bidder has applied, it shall be deemed that the concerned bidder has applied after completing with the aforesaid provision and any subsequent objection in this regard shall not be entertained.

13. Highlighting the afore-noted Clauses of the tender document, he submits that the petitioner, the sole bidder in the NIT in question, was found technically qualified to participate in the e-auction, after successfully verifying the tender document uploaded by him. Further, the petitioner in response to the letter contained in Memo No. 311 dated 19.01.2022 issued by the Managing Director, BSMCL inviting the petitioner to be present in the Mines and Geology Department, Vikash Bhawan on 20.01.2022 for placing its financial bid and ensure his presence, his representative, namely, Amrendra Tiwary marked his appearance. The aforesaid letter contained in Memo No. 311 dated 19.01.2022 was clear in term that in case of failure to participate in the financial bid, the bidder's EMD shall be forfeited and he would be blacklisted and debarred

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from participating in future auction. He next submitted that though in the light of the aforesaid direction, the petitioner's representative entered his appearance but did not raise any financial bid. Despite several request made by the respondents authorities, the petitioner's representative abstained from raising any financial bid, which act of the petitioner is in violation of the terms and conditions of the tender document and thus vitiates the entire exercise of e-auction of sand ghats of Cluster-3. Show cause notices were also issued directing the petitioner to submit his explanation as to why appropriate legal proceeding should not be initiated against him for indulging in irregularity and playing fraud with the Corporation.

14. Mr. Dikshit further drew the attention of this Court to the reply filed on behalf of the petitioner and submits that the petitioner admitted the fact that he submitted the technical bid for Cluster-3 and deposited the earnest money for the sand ghats in Cluster-3 and, in fact, deposited the exact EMD amount of Cluster-3, which cannot be done inadvertently. Though the petitioner also claimed in the said letter that he submitted his representation to the respondent Corporation through e-mail on 07.01.2022 at 11:44 pm to either consider his bid for Cluster-5 instead of Cluster-3 or refund his EMD, but

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the fact is that the date and time of opening of technical bid was fixed on 07.01.2022 at 3:00 pm. He also submits that Clause 18 of the said tender document states that if any irregularities or evidence of corrupt practice is followed by the bidders during the auction process, then the Earnest Money Deposit shall be forfeited and the said bidder despite being declared as the highest bidder shall be treated as disqualified and shall also be blacklisted and debarred from participating in the auction for a period of five years. Despite the petitioner knowing this fact has not participated in the financial bid in the process and sent his representative for marking attendance, Clause-18 is completely applicable in the case of the petitioner. To buttress his submissions, reliance has also been placed on a judgment of the Hon'ble Supreme Court in the case of **National Highways Authority of India Vs. Ganga Enterprises [(2003) 7 SCC 410.** He has further relied on a judgment passed in the case of **Villayati Ram Mittal (P) Ltd. Vs. Union of India [(2010) 10 SCC 532.** With reference to the afore-noted judgments, he concluded his submission that a conjoint reading of the relevant Clauses of the tender document and the aforesaid judgments passed by the Hon'ble Supreme Court reveals that if for some fault or failure on the part of the tender, the transaction or the

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contract does not come through, the party inviting the tender is entitled to forfeit the earnest money furnished by that tenderer.

15. This Court has given anxious consideration to the submissions advanced on behalf of the parties and also perused the materials available on record. Before coming to the primal issue involved the present writ petition, some admitted facts are required to be taken note of. The last date of submission of bid was fixed on 07.01.2022 at 01:00 pm and the date for uploading of names of successful bidders was fixed on 09.01.2022. However, even before the petitioner was declared qualified, the petitioner represented vide its e-mail on 07.01.2022 and 08.01.2022 requesting, either to treat his technical bid for Cluster-5 or if the same is not possible, then refund the EMD. It is also to be noted that the tender was compulsorily required by depositing the hard copy of the tender copies with its signature and seal till the last date of submission of the bid at 5:30 pm in terms of Clause 8 of the tender document but the hard copy, with its signature and seal has never been filed on behalf of the petitioner. It is also the fact that first time the petitioner has been informed on 09.01.2022 at 6:20 pm that he has been technically qualified and after receiving such information, the petitioner filed representation with a prayer to consider its

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technical bid for Cluster-5 and allow the petitioner to participate in the auction for Cluster-5 sand ghats in the district of Banka and if the same was not possible then refund the EMD.

16. The BSMCL without responding to all the representations of the petitioner first time came with letter No. 08/Balu-9/21-311 dated 19.01.2022 directing the petitioner to participate in the financial bid for Cluster-3 sand ghats in Banka to be held on 20.01.2022. The aforesaid letter was duly protested by the petitioner by filing a detailed representation on 20.01.2022 containing therein that the petitioner is being compelled to participate for Cluster-3 which action is highly arbitrary, illegal, unreasonable and tantamount to abuse of the authority in spite of filing his representation on 07.01.2022 and 08.01.2022 showing his intention not to participate in the auction of sand ghats at Cluster-3 of Banka district. The aforesaid fact noted hereinabove has not been denied by the BSMCL in its counter affidavit. Simultaneously the appearance of the petitioner through its representative is not denied by the petitioner, however, he clarified the situation under which he ensured its appearance, as vide letter No. 08/Balu-9/21-311 dated 19.01.2022 while directing the petitioner to participate in

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the financial bid for Cluster-3 to be held on 20.01.2022 it was clarified by the respondents that failure to participate in the financial bid would result in forfeiture of EMD and he would be blacklisted after declaring him unsuccessful. Thus in such a compelling situation, the petitioner's representative appeared in the financial bid but did not participate in the bidding process.

17. Furthermore, the impugned order dated 28.04.2022 (anneuxre-15) passed by the respondent-Joint Secretary, BSMCL forfeiting the EMD has been passed after having found the petitioner guilty of committing irregularities and indulging in corrupt practice during the bid process under Clause 18 of the tender document. It would be proper to quote Clause 18 of the tender document, which reads as follows:

> *"18.ई-नीलामी की प्रक्रिया के तहत बोलीदाताओं द्वारा यदि किसी प्रकार की अनियमितता अथवा भ्रष्ट आचरण का प्रमाण पाया जाता है , तो उन्हें उच्चतम डाकवक्ता घोषित होने के बावजूद भी उनके डाक को रद्द कर जमा राशि को जप्त कर लिया जाएगा एवं अगले पाँच वर्ष के लिए नीलामी में भाग लेने से वंचित करते हुए काली सूची में डाल दिया जाएगा। "*

18. It appears that Clause 18 shall apply only, if the bidder has committed any irregularity or indulged in corrupt practice during bidding process. This is the fact that the petitioner never participated in the financial bidding process as he had already shown his willingness to allow him to

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participate in the auction for Cluster-5 sand ghats and if the same is not possible then refund the EMD forthwith. At this stage, the fact cannot be ignored that the petitioner has never submitted the hard copy of the tender papers along with its seal and signature which was mandatorily required but despite that he has been declared technically qualified. This Court has also carefully gone through the tender document but did not find any provision authorizing the BSMCL to forfeit the EMD of a bidder for not participating in the tender process. The only contingency for forfeiting the EMD has been prescribed under clause 18 of the tender document and if the same is not made out the respondents are not authorized to forfeit the EMD on any other ground.

19. In order to forfeit the sum deposited by the tenderers as earnest money or security, it is necessary that the tender document must contain stipulation of forfeiture, in case of non participation in bidding process. If there is no such stipulation in the tender document, there is no right available to the party to forfeit the same. It would be useful to quote paragraphs no. 21-29 and 37 of the judgment of the Hon'ble Apex Court in the case of ***Suresh Kumar Wadhwa*** (supra).

> *"21. These questions need to be answered keeping in view the provisions of Section 74 of the Contract Act, 1872 (hereinafter referred to as "the*

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Act") and some settled legal principles relating to law of contract.

22. Section 74 of the Act reads as under:

"74. Compensation for breach of contract where penalty stipulated for.—When a contract has been broken, if a sum is named in the contract as the amount to be paid in case of such breach, or if the contract contains any other stipulation by way of penalty, the party complaining of the breach is entitled, whether or not actual damage or loss is proved to have been caused thereby, to receive from the party who has broken the contract reasonable compensation not exceeding the amount so named or, as the case may be, the penalty stipulated for.

Explanation.—A stipulation for increased interest from the date of default may be a stipulation by way of penalty.

Exception.—When any person enters into any bail-bond, recognizance or other instrument of the same nature or, under the provisions of any law, or under the orders of the Central Government or of any State Government gives any bond for the performance of any public duty or act in which the public are interested, he shall be liable, upon breach of any condition of any such instrument, to pay the whole sum mentioned therein.

Explanation.—A person who enters into a contract with Government does not necessarily thereby undertake any public duty, or promise to do an act in which the public are interested."

23. Reading of Section 74 would go to show that in order to forfeit the sum deposited by the contracting party as "earnest money" or "security" for the due performance of the contract, it is necessary that the contract must contain a stipulation of forfeiture. In other words, a right to forfeit being a contractual right and penal in nature, the parties to a contract must agree to stipulate a term in the contract in that behalf. A fortiori, if there is no stipulation in the contract of forfeiture, there is no such right available to the party to forfeit the sum.

24. The learned author Sir Kim Lewison in his book The Interpretation of Contracts (6th Edn.) while dealing with subject "Penalties, Termination and Forfeiture Clauses in the Contract" explained the meaning of the expression "forfeiture" in these words:

"A forfeiture clause is a clause which brings

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an interest to a premature end by reason of a breach of covenant or condition, and the court will penetrate the disguise of a forfeiture clause dressed up to look like something else. A forfeiture clause is not to be construed strictly, but is to receive a fair construction."

25. The author then quoted the apt observations of Lord Tenterden from an old case reported in Doe d Davis v. Elsam [Doe d Davis v. Elsam, 1828 M&M 189 : 173 ER 1126] wherein the learned Lord while dealing with the case of forfeiture held as under: (ER p. 1127)

"… I do not think provisos of this sort are to be construed with the strictness of conditions at common law. These are matters of contract between the parties, and should, in my opinion, be construed as other contracts."

26. Equally well-settled principle of law relating to contract is that a party to the contract can insist for performance of only those terms/conditions, which are part of the contract. Likewise, a party to the contract has no right to unilaterally "alter" the terms and conditions of the contract and nor they have a right to "add" any additional terms/conditions in the contract unless both the parties agree to add/alter any such terms/conditions in the contract.

27. Similarly, it is also a settled law that if any party adds any additional terms/conditions in the contract without the consent of the other contracting party then such addition is not binding on the other party. Similarly, a party, which adds any such term/condition, has no right to insist on the other party to comply with such additional terms/conditions and nor such party has a right to cancel the contract on the ground that the other party has failed to comply with such additional terms/conditions.

28. Keeping in view the aforementioned principle of law, when we examine the facts of the case at hand then we find that the public notice (advertisement), extracted above, only stipulated a term for deposit of the security amount of Rs 3 lakhs by the bidder (appellant) but it did not publish any stipulation that the security amount deposited by the bidder (appellant herein) is liable for forfeiture by the State and, if so, in what contingencies.

29. In our opinion, a stipulation for deposit of security amount ought to have been qualified by a specific stipulation providing therein a right of

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forfeiture to the State. Similarly, it should have also provided the contingencies in which such right of forfeiture could be exercised by the State against the bidder. It is only then the State would have got a right to forfeit. It was, however, not so in this case.

x x x x

37. Our reasoning is supported by a recent decision of this Court in Union of India v. Vertex Broadcasting Co. (P) Ltd. [Union of India v. Vertex Broadcasting Co. (P) Ltd., (2015) 16 SCC 198 : (2016) 3 SCC (Civ) 657] wherein their Lordships held inter alia that in the absence of any power in the contract to forfeit the licence money deposited by the licensee, the action of the Union to forfeit the licence fees is held illegal. This is what was held: (SCC p. 203, para 10)

"10. Coming to the aforesaid question of availability of a power to order forfeiture, a reading of the relevant clauses i.e. Clauses 8(f), 10(d) and 12 extracted above would go to show that the Union had not protected/empowered itself to forfeit the licence fee. The forfeiture contemplated by the aforesaid clauses are altogether in different contexts and situations. In the absence of any such power, the forfeiture that has taken place in this case will have to be adjudged as null and void.""

20. This Court is also not oblivious to the question posed before this Court as to whether the action of the petitioner constitutes irregularity or corrupt practice during the bidding process. It is the admitted fact that despite the representations filed on behalf of the petitioner before declaring the petitioner as technically qualified, the respondent has not passed any order on his representations, rather the respondent BSMCL directed the petitioner to make his appearance in the financial bid, failing which his EMD would be forfeited and he would be blacklisted. In such a situation, the petitioner has only

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marked his attendance on protest with an expectation that his request would be acceded to by the respondents. From the materials available on record, neither there is any ingredient of irregularity nor the action of the petitioner is said to be indulged in any corrupt practice, thus in the opinion of this Court, Clause 18 of the tender document would not come into application in this case in hand.

21.It would be worth noting here that a proposal may be revoked at any time before communication of its acceptance is complete as against the proposal but not afterwards, unless there is provision otherwise. There is no denial with respect to the fact that the petitioner had been continuously representing through e-mail for revocation of his submission of his application for technical bid. The right to withdraw an offer before its acceptance cannot nullify the agreement to suffer any penalty for withdrawal of the offer against the terms of the agreement. A person may have right to withdraw his offer but undoubtedly if he has made his offer on a condition that the bids security amount can be forfeited in case he withdraws the offer during the period of bid validity, he has no right to claim that the bids security should not be forfeited and it should be returned to him. Forfeiture of such bid security amount does not

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in any way affect the statutory right under Section 5 of the Indian Contract Act but in absence of any such stipulation/condition in the tender documents, the petitioner who had no intention to enter into the contract nor he had fulfilled the mandatory requirements of submitting mandatory documents, thus in the opinion of this Court, the forfeiture is not permissible if the offer to withdraw does not vitiate the terms of the agreement.

22. So far the reliance upon the judgments placed on behalf of the respondent Corporation is concerned, it was rendered in a different set of facts and circumstances where the financial bid was either withdrawn or altered by the bidder during the bidding period which is not the facts of the case and thus same would not be applicable.

23. In view of the discussions made hereinabove and the settled position in law, this Court finds force in the contention of the learned counsel for the petitioner. Accordingly, the impugned letter No. 1143 dated 28.04.2022 issued by the respondent Joint Secretary, Bihar State Mining Corporation Limited, as contained in annexure-15 to the writ petition, is hereby quashed and the writ petition stands allowed. Consequent upon quashing of the afore-noted impugned letter,

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the respondent BSMCL is directed to refund the earnest money of Rs.3,83,93,977/-, preferably within a period of four weeks from the date of receipt/production of a copy of this order.

24. No order as to costs.

(Harish Kumar, J)

Anjani/-

AFR/NAFR	NAFR
CAV DATE	05.10.2023
Uploading Date	06.11.2023
Transmission Date	N.A.

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