

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CWP-26964-2017 (O&M)

Reserved on: 04.08.2023

Date of Decision: 09.08.2023

M/s Rajpura Service Station

...Petitioner

Versus

Bharat Petroleum Corporation Limited and Others

...Respondents

And

CWP-7708-2017 (O&M)

M/s Rajpura Service Station

...Petitioner

Versus

Bharat Petroleum Corporation Limited and Others

...Respondents

CORAM: HON'BLE MR. JUSTICE JAGMOHAN BANSAL

Present:- Mr. Kanwaljit Singh, Senior Advocate with
Ms. Neha Anand Mahajan, Advocate,
Ms. Promila Nain, Advocate and
Ms. Harveen Mehta, Advocate for the petitioner
Mr. Raman Sharma, Advocate for the respondents

JAGMOHAN BANSAL, J. (Oral)

1. Through this common order, both the captioned petitions are disposed of as the same are interconnected. For the sake of brevity and convenience, facts are borrowed from *CWP-26964-2017*.

2. The petitioner through instant petition under Articles 226/227 of the Constitution of India is seeking setting aside of order dated 31.03.2017 (Annexure P-24) whereby respondent No.2 has terminated dealership agreement executed between petitioner and respondent No.1-Bharat Petroleum Corporation Limited (for short the '**corporation**').

3. The brief facts of the case which are necessary for the adjudication of the present petition are that the petitioner, a partnership firm, on 28.10.1989 was allotted petrol pump. On 28.04.2014, an inspection was conducted by the officials of the corporation and no irregularity in the Dispensing Units (for short '**DU**') was found. On 17.06.2014, a team from Quality Control Cell of the corporation inspected premises of the petitioner. An inspection report dated 17.06.2014 was prepared. In the said report, it was noticed that there is additional fitting in one of the DUs. In respect of DU Make MIDCO, it was found that there is short delivery in the dispensation of every 5 litre oil. The team observed that there is an electronic tampering, accordingly sale qua MIDCO Make DU was stopped. It was also observed that in case of another DU, there is excess delivery. Sale of the said DU was also stopped with intent to re-calibrate. In case of MIDCO Make DU, at the time of starting of inspection, the inspecting team found that there is sale of 0.71 litre. The inspecting team, three consecutive times, took delivery of 5 litre oil and it was found that there was shortage of 230,

180, 210 ml in the first, second and third dispensation, respectively. The respondent-corporation issued show cause dated 22.08.2014 (Annexure P-7) calling upon the petitioner to show cause as to why the contract should not be terminated. The petitioner filed its reply dated 10.09.2014. As per respondent-corporation, there was no requirement to get report of original equipment manufacturer in case of tampering of equipment, however, Government of India vide Instruction dated 25.03.2015 clarified that in case of software tampering, the tampering needs to be proved. In view of aforesaid letter of Government of India, all the oil companies decided to get test report from original equipment manufacturer in case of tampering of equipment. In compliance of fresh instructions, joint inspection was conducted on 21.09.2015 and instruments were taken in the custody and thereafter, sent for testing to OEM. The samples came to be tested in the presence of representative of the petitioner as well as corporation. The OEM in its report dated 01.03.2016 formed an opinion that pulsar assembly was in tampered condition and pulsar was not as per MIDCO Standards. Hence, further tests were not carried out on the received assembly. On the basis of test report, fresh notice came to be issued and petitioner filed its reply to the said notice. Prior to passing of order, the petitioner approached this Court by way of filing CWP No. 7708 of 2017. This Court vide interim order dated 18.04.2017 granted interim protection to the petitioner. The respondent-corporation passed order of termination dated 31.03.2017, however, it came to be communicated after passing of interim order by

this Court. It is apt to notice here respondent-corporation on 10.04.2017 re-advertised the dealership and interviews came to be conducted.

4. Mr. Kanwaljit Singh, Senior Advocate submits that action of respondent-corporation was totally arbitrary and unreasonable. The petitioner was allotted petrol pump in the year 1989 and during 25 years of career, no discrepancy was found. The respondent-corporation inspected premises of the petitioner on 25.04.2014 i.e. just two months prior to the date of alleged incident and no discrepancy was found. The respondent-corporation in inspection report found that there is excess delivery in case of HSD. There was no sense to make alteration resulting into excess delivery. The respondent-corporation has noticed that there was electronic tampering, however, test reports are not disclosing that there was electronic tampering. The seal affixed by officials of Legal Metrology Department was found intact, thus, there was no question of alteration of pulsar or any other part of the DU. The respondent-corporation attempted to re-allot petrol pump prior to passing and communication of order of termination which shows their act and conduct. As per report of Gilbarco Veeder-Root, no tampering was found in the DU. The case of the petitioner is covered by minor irregularities contemplated in the Marketing Discipline Guidelines whereas punishment has been awarded considering it as a critical irregularity.

Learned senior counsel in support of his contention relied upon judgments of this Court in ***Bharat Petroleum Corporation Limited and Another Versus Pal Filling Station and Others, 2015 SCC***

OnLine P&H 7906; Allahabad High Court in ***M/s Chaudhary Filling Point, Kazipur through its Proprietor and Another Versus State of U.P. through Principal Secretary Food and Civil Supplies and Others; 2019 SCC OnLine All 3620;*** Telangana High Court in ***The Hindustan Petroleum Corporation Limited Versus M/s. P. Laxmikant Rao and Sons, Writ Appeal No.318 of 2011*** and Andhra Pradesh High Court in ***Ram Lal Agarwal Versus Indian Oil Corporation Limited; Writ Petition No.30227 of 2013.***

5. Per contra, Mr. Raman Sharma, learned counsel for the respondents *inter alia* contends that there were 8 DUs at the petrol pump, however, 98% supply was made from MIDCO Make DU. The respondent-corporation is not concerned with other DUs, however, action has been taken on the basis of MIDCO which was meant to deliver MS. The test report was not sought at initial stage because guidelines qua sample and testing came into force after conducting inspection. During the course of inspection, short delivery was found which was on account of electronic tampering. Three times dispensation was made and every time short delivery was found. The unit was switched off and thereafter, restarted. On restart, no short delivery was found which indicated that there was tampering on the part of the petitioner. The report of OEM i.e. MIDCO is quite clear and as per said report, there was tampering in the pulsar, thus, case of petitioner squarely falls under critical irregularity warranting termination of the contract.

Mere fact that seal was found intact is no ground to form an opinion that

that there was no tampering. It is an electronic era and there are so many

ways and means to tamper electronic instruments. It was for the petitioner to prove that there was no tampering.

The respondent-corporation relied upon judgment of Allahabad High Court in ***Savitri Devi and Others Versus Union of India and Others; Writ-C No.29859 of 2017***; Gujarat High Court in ***Natvarlal & Sons through Partner Versus Bharat Petroleum Corporation Limited; Special Civil Application No.2412 of 2011*** and judgment of Hon'ble Supreme Court in ***Indian Oil Corporation Limited Versus Amritsar Gas Service and Others ; 1991 (1) SCC 533***.

6. I have heard the arguments of learned senior counsel for the petitioner and learned counsel for the respondent and perused the record with their able assistance.

7. A two Judge Bench of Hon'ble Supreme Court in **M.P. Power Management Co. Ltd. v. Sky Power Southeast Solar India (P) Ltd., (2023) 2 SCC 703** has adverted with ambit and scope of interference in contractual matters. Objection of the respondent with respect to maintainability of writ in contractual matters stand answered by Hon'ble Court. The Hon'ble Court has held :

“82. We may cull out our conclusions in regard to the points, which we have framed:

82.1. It is, undoubtedly, true that the writ jurisdiction is a public law remedy. A matter, which lies entirely within a private realm of affairs of public body, may not lend itself for being dealt with under the writ jurisdiction of the Court.

82.2. *The principle laid down in Bareilly Development Authority [Bareilly Development Authority v. Ajai Pal Singh, (1989) 2 SCC 116] that in the case of a non-statutory contract the rights are governed only by the terms of the contract and the decisions, which are purported to be followed, including Radhakrishna Agarwal [Radhakrishna Agarwal v. State of Bihar, (1977) 3 SCC 457], may not continue to hold good, in the light of what has been laid down in ABL [ABL International Ltd. v. Export Credit Guarantee Corpn. of India Ltd., (2004) 3 SCC 553] and as followed in the recent judgment in Sudhir Kumar Singh [State of U.P. v. Sudhir Kumar Singh, (2021) 19 SCC 706 : 2020 SCC OnLine SC 847].*

82.3. *The mere fact that relief is sought under a contract which is not statutory, will not entitle the respondent State in a case by itself to ward off scrutiny of its action or inaction under the contract, if the complaining party is able to establish that the action/inaction is, per se, arbitrary.*

82.4. to 82.6 XXXX XXXX XXXX

82.7. *The existence of an alternate remedy, is, undoubtedly, a matter to be borne in mind in declining relief in a writ petition in a contractual matter. Again, the question as to whether the writ petitioner must be told off the gates, would depend upon the nature of the claim and relief sought by the petitioner, the questions, which would have to be decided, and, most importantly, whether there are disputed questions of fact, resolution of which is necessary, as an indispensable prelude to the grant of the relief sought. Undoubtedly, while there is no prohibition, in the writ*

court even deciding disputed questions of fact, particularly when the dispute surrounds demystifying of documents only, the Court may relegate the party to the remedy by way of a civil suit.

82.8 XXXX XXXX XXXX

82.9. *The need to deal with disputed questions of fact, cannot be made a smokescreen to guillotine a genuine claim raised in a writ petition, when actually the resolution of a disputed question of fact is unnecessary to grant relief to a writ applicant.*

82.10. XXXX XXXX XXXX

82.11. *Termination of contract can again arise in a wide variety of situations. If for instance, a contract is terminated, by a person, who is demonstrated, without any need for any argument, to be the person, who is completely unauthorised to cancel the contract, there may not be any necessity to drive the party to the unnecessary ordeal of a prolix and avoidable round of litigation. The intervention by the High Court, in such a case, where there is no dispute to be resolved, would also be conducive in public interest, apart from ensuring the fundamental right of the petitioner under Article 14 of the Constitution of India. When it comes to a challenge to the termination of a contract by the State, which is a non-statutory body, which is acting in purported exercise of the powers/rights under such a contract, it would be over simplifying a complex issue to lay down any inflexible rule in favour of the Court turning away the petitioner to alternate fora. Ordinarily, the cases of termination of contract by the State, acting within its contractual domain, may not lend itself for appropriate redress by the writ court.*

This is, undoubtedly, so if the Court is duty-bound to arrive at findings, which involve untying knots, which are presented by disputed questions of facts. Undoubtedly, in view of ABL [ABL International Ltd. v. Export Credit Guarantee Corpn. of India Ltd., (2004) 3 SCC 553] , if resolving the dispute, in a case of repudiation of a contract, involves only appreciating the true scope of documentary material in the light of pleadings, the Court may still grant relief to an applicant. We must enter a caveat. The Courts are today reeling under the weight of a docket explosion, which is truly alarming. If a case involves a large body of documents and the Court is called upon to enter upon findings of facts and involves merely the construction of the document, it may not be an unsound discretion to relegate the party to the alternate remedy. This is not to deprive the Court of its constitutional power as laid down in ABL [ABL International Ltd. v. Export Credit Guarantee Corpn. of India Ltd., (2004) 3 SCC 553]. It all depends upon the facts of each case as to whether, having regard to the scope of the dispute to be resolved, whether the Court will still entertain the petition”

From the conspectum of above cited judgment, it can be easily gleaned that there is no bar to entertain writ petition in contractual matter though contract is a non-statutory contract.

8. The petitioner has cited various judgments which are noticed as below:-

8.1 A Division Bench of this Court in *Pal Filling Station (supra)*

has held that the decision to terminate dealership was harsh and highly

disproportionate to the detected irregularity. The petitioner therein was never penalized in 26 years, no fault was found in diesel dispensing unit, no adulteration, short measuring or variation of stock was found. Thus, order of termination was set aside.

8.2 Andhra Pradesh High Court in *Ram Lal Agarwal (supra)* has held that writ petition is maintainable against termination of dealership agreement when no serious disputed questions of fact requiring consideration are involved. The petitioner therein was not permitted to cross-examine officials of the corporation, however, lot of weight to the version of those officers was assigned. The Court found that the competent authority was supposed to consider past performance of the dealer while assessing nature of disciplinary action and permit cross-examination of the officers of the corporation. The Court set aside termination order.

8.3 Allahabad High Court in *Chaudhary Filling (supra)* has held that remedy of arbitration in view of judgment of Hon'ble Apex Court in *IOCL Versus Amritsar Gas Service; 1991 SCC (1) 533* is not an efficacious and proper remedy in case of termination of dealership. The Court set aside termination order noticing that competent authority did not consider that at what point of time unauthorized tampering/soldering was done in the dispensing unit and how the dealer is manipulating distribution of fuel. There was periodical inspection by weight and measurement department officials and seal was found intact. The respondent has failed to show impact of tampering/soldering on delivery

unit. The delivery of fuel was found accurate prior to and after the checking. Merely on assumptions that tampering/soldering was found in the delivery unit of the dealer, dealership cannot be terminated.

9. The gist of judgments cited by respondents is noticed as below:-

9.1 Hon'ble Supreme Court in *Amritsar Gas Service (supra)* has held that Arbitrator apart from other prayers cannot allow prayer of setting aside of order of termination of dealership agreement. The Hon'ble Apex Court while setting aside award of Arbitrator held that Arbitrator cannot restore dealership agreement and he can grant compensation of notice period.

9.2 Allahabad High Court in *Savitri Devi and Others (supra)* dealt with order of termination of dealership agreement on the ground that two external yellow wires were found on the pulsar of dual dispensing unit of Make MIDCO. The Court repelled contention of the petitioner that there was no allegation of manipulation in delivery. The Court also rejected contention of the petitioner that seal was found intact.

9.3 Gujarat High Court in *Natvarlal & Sons (supra)* upheld order of termination of dealership agreement on the ground that manufacturer of the assembly unit in its report has confirmed that unit was modified to give 100 ml short delivery for every 5 Ltr. delivered. It was further found that after switching off the power and turning it on, there was change in the behavior of the unit. The Court held that there is loss to public at large and it is only the dealer who is beneficiary by short delivery.

9.4 A two judgment bench of Hon'ble Supreme Court in ***Indian Oil Corporation Limited and Others Versus R.M. Service Centre and Another; 2019 (19) SCC 662*** has adverted with question of termination of dealership agreement on the ground of variation of stock and other irregularities. In this case, the dealer was granted dealership of MS/HSD. The officials of corporation conducted stock verification. Samples came to be drawn from tanks which were sent for testing. As per test report, the samples failed to meet the specifications. A show cause notice came to be issued. The dealer pleaded that dispensing unit was 20 years old and due to lack of maintenance, totalizer had been showing wrong readings. The dealership agreement came to be terminated on the grounds namely (i) there was stock variation beyond permissible limit; (ii) nozzle sample of HSD failed; (iii) reference density was not available; (iv) TT Retention sample was not available. The dealer preferred writ petition before Guwahati High Court which came to be allowed on the ground of non-compliance of time period specified in the guidelines. Intra court appeal filed by corporation came to be dismissed. The corporation preferred SLP before Hon'ble Supreme Court which came to be allowed. The Apex Court held that termination order cannot be set aside on the ground of delay in sending samples for testing. The test reports have found adulteration, thus, corporation has rightly terminated dealership agreement. The Court repelled contention of the dealer that there was non-compliance of Clause 7 read with Section 100

search and seizure contained in Clause 7 read with Section 100 of the Code will come into play only in the event a person is sought to be prosecuted for the violation of provisions of the control order.

10. In ***Bharat Petroleum Corporation Limited Versus Jagannath and Co. and Others; 2013 (12) SCC 278***, Hon'ble Supreme Court dismissed appeal of the corporation and upheld order passed by High Court. In this case, an inspection was conducted by officials of the BPCL. During the inspection, certain irregularities were found for which samples were drawn and sale of all the products was suspended. Dispensing units and tanks were sealed. The samples were sent to quality control laboratory of the corporation which confirmed that samples have failed to meet the required specifications. The corporation terminated dealership agreement and dealer preferred writ petition before High Court which came to be allowed. The High Court set aside termination order on the ground of rejection of request of the dealer to draw fresh samples and get the same re-tested. The corporation filed review petition which came to be dismissed. The corporation preferred SLP before the Apex Court. The Apex Court upheld order of High Court on the ground that corporation has failed to comply with the guidelines and Petroleum Act, 1934.

11. In ***Hindustan Petroleum Corporation Limited and Others Versus Super Highway Services and Another; 2010(3) SCC 321*** Hon'ble Supreme Court dismissed special leave petition of the corporation and upheld order of the High Court. The Hon'ble Court held

that cancellation of dealership agreement of a party is a serious punishment and cannot be taken lightly. The corporation has to act fairly and in complete adherence to the rules/guidelines framed for the said purpose. The non-service of notice to the aggrieved person before termination of his dealership agreement offends the well-established principles of natural justice. Hon'ble Court declined contention of the corporation that there was arbitration clause in the dealership agreement.

12. Hon'ble Supreme Court in **Syed Yakoob Versus K.S. Radhakrishnan and Others, 1964 AIR (Supreme Court) 477** has adverted with scope of interference under Article 226 against orders of Courts and Tribunals. The Hon'ble Supreme Court has held that finding of fact cannot be reopened. Writ Court can interfere if Tribunal has refused to admit admissible evidence or admitted inadmissible evidence or finding is based on no evidence or there is error of law or procedure is not followed. The relevant extracts of the aforesaid judgment read as :

“7. The question about the limits of the jurisdiction of High Courts in issuing a writ of certiorari under Article 226 has been frequently considered by this Court and the true legal position in that behalf is no longer in doubt. A writ of certiorari can be issued for correcting errors of jurisdiction committed by inferior courts or tribunals : these are cases where orders are passed by inferior courts or tribunals without jurisdiction, or is in excess of it, or as a result of failure to exercise jurisdiction. A writ can similarly be issued where in exercise of jurisdiction conferred on it, the Court or Tribunal acts illegally or improperly, as

for instance, it decides a question without giving an opportunity, be heard to the party affected by the order, or where the procedure adopted in dealing with the dispute is opposed to principles of natural justice. There is, however, no doubt that the jurisdiction to issue a writ of certiorari is a supervisory jurisdiction and the Court exercising it is not entitled to act as an appellate Court. This limitation necessarily means that findings of fact reached by the inferior Court or Tribunal as result of the appreciation of evidence cannot be reopened or questioned in writ proceedings. An error of law which is apparent on the face of the record can be corrected by a writ, but not an error of fact, however grave it may appear to be. In regard to a finding of fact recorded by the Tribunal, a writ of certiorari can be issued if it is shown that in recording the said finding, the Tribunal had erroneously refused to admit admissible and material evidence, or had erroneously admitted inadmissible evidence which has influenced the impugned finding. Similarly, if a finding of fact is based on no evidence, that would be regarded as an error of law which can be corrected by a writ of certiorari. In dealing with this category of cases, however, we must always bear in mind that a finding of fact recorded by the Tribunal cannot be challenged in proceedings for a writ of certiorari on the ground that the relevant and material evidence adduced before the Tribunal was insufficient or inadequate to sustain the impugned finding. The adequacy or sufficiency of evidence led on a point and the inference of fact to be drawn from the said finding are within the exclusive jurisdiction of the Tribunal, and the said points cannot be agitated before a writ Court. It is within these limits

that the jurisdiction conferred on the High Courts under Article 226 to issue a writ of certiorari can be legitimately exercised (vide Hari Vishnu Kamath v. Syed Ahmad Ishaque [(1955) 1 SCR 1104] Nagandra Nath Bora v. Commissioner of Hills Division and Appeals Assam [(1958) SCR 1240] and Kaushalya Devi v. Bachittar Singh [AIR 1960 SC 1168])”

13. From the perusal of record, it comes out that the petitioner has been fastened with major penalty of termination of dealership agreement on the ground that violation falls under the category of critical irregularities as contemplated under Chapter 8 of Marketing Discipline Guidelines. The relevant extracts of Chapter 8 of the Guidelines read as:-

“8. Action to be taken by OMC under the Marketing Discipline Guidelines

8.1 All irregularities (mentioned in chapter 5) are classified into three categories, i.e. Critical, Major and Minor.

8.2 Critical Irregularities: The following irregularities are classified as critical irregularities:

- i. Adulteration of MS/HSD (5.1.1)*
- ii. Seals of the metering unit found tampered in the dispensing pumps. {5.1.2(b)}*
- iii. Totalizer seal of dispensing unit tampered or deliberately making the totalizer non functional or not reporting to the company if the totalizer is not working. (5.1.3 read with 5.1.2)*
- iv. Additional/Unauthorized fittings and gears inside the dispensing units/tampering with dispensing units. (5.1.4)*

- v. *Unauthorized storage facilities (5.1.5)*
- vi. *Unauthorized purchase/sales of products (5.1.6)*
- vii. *Tank lorry carrying unauthorized product found under decantation at the RO (5.1.7)*

Action: *Termination at the FIRST instance will be imposed for the above irregularities.”*

14. In the case in hand, an inspection was conducted on 17.06.2014. During the course of inspection, thrice delivery of 5 Ltrs. was made from MIDCO Make Dispensing Unit. Every time short delivery was found. DU was switched off and restarted. At this stage, no short delivery was found. The prime contention of the petitioner is that there was no alteration in the seal affixed by department of Legal Metrology. The petitioner is attempting to support his case with the help of test report of Gilbarco Veeder Root (OEM) i.e. manufacturer of one type of pulsar. The respondent is relying upon test report of pulsar assembly make MIDCO which in its test report dated 01.03.2016 has reported tampering. The relevant extracts of the report are reproduced as below:-

<i>Tests/Parameter</i>	<i>Result</i>	<i>Remark</i>
<i>Visual Inspection</i> <i>Note:</i> <i>Visual inspection has been done without providing Power to the received materials under test.</i>	<i>NOT OK</i> <i>(Refer Remarks)</i>	<i>1. All three Pulser sensor signal cables are found disconnected from Pulser PCB.</i> <i>2. Two out of three sensor cables are found short.</i> <i>3. One of the sensor is found shortened with negative supply point.</i>

		4. <i>Pulser card mounting MS stud is found brocken from the casting.</i>
<i>Delivery Test with Idle Mode & POS Mode</i>	<i>NOT OK (Refer Remark)</i>	<i>Since the Pulser Assembly was found in tampered condition, hence, further tests were not carried out on received assembly.</i>

The aforesaid test report was prepared in the presence of the petitioner. There was short delivery from MIDCO make DU and manufacturer (MIDCO) has confirmed that there was tampering in the pulsar assembly and it was not as per MIDCO standards. Report of Gilbarco Veeder-Root with respect to another DU becomes irrelevant because tampering is not necessary in all the dispensing units. The petitioner was having 8 DUs and substantial sale was made from MIDCO Make DU. The competent authority has recorded a finding that the petitioner has cheated customers and enriched himself by short delivering the product.

15. The contention of the petitioner that there was no breakage/tampering of seal cannot be countenanced because at the time of inspection, three times delivery of 5 Ltrs. oil was made and each time short delivery was found. The manufacturer of the equipment has confirmed tampering of equipment. Case of the petitioner is covered by

judgment of Hon'ble Supreme Court in *R.M. Service Centre (supra)* and judgment of Gujarat High Court in *Natvarlal & Sons (supra)*.

16. The contention of the petitioner that his act falls under the category of minor irregularities, thus, minor penalty could be imposed, cannot be accepted because it is a case of tampering with dispensing unit which is evident from short delivery coupled with report of the manufacturer.

17. The judgments cited by petitioner have been delivered in the involved facts and circumstances. No binding precedent has been laid down, thus, every case needs to be examined in the light of its facts and circumstances. The common thread running through the judgments cited by both sides is that if there is mal practice, tampering, short delivery, action should be taken. Action should be taken by competent authority and there should be compliance of principles of natural justice and guidelines laid down by the corporation.

18. The matter needs to be examined from the angle of scope of interference in disciplinary matters where authorities have passed order. The Hon'ble Supreme Court time and again has reminded that in disciplinary matters, the High Court cannot interfere unless and until there is *mala fide* or violation of prescribed procedure or violation of principles of natural justice or the findings recorded are apparently either based upon no evidence or contrary to the evidence.

19. In the case in hand, all the questions raised by petitioner are

part of the respondent or violation of principles of natural justice or prescribed procedure or any glaring infirmity warranting interference of this Court under Articles 226/227 of the Constitution of India.

20. In view of above facts and findings, this Court does not find any substance in the petition. The petition deserves to be dismissed and accordingly dismissed.

Pending application(s), if any, also stand(s) dismissed.

(JAGMOHAN BANSAL)
JUDGE

09.08.2023
Mohit Kumar

<i>Whether speaking/reasoned</i>	<i>Yes/No</i>
<i>Whether reportable</i>	<i>Yes/No</i>