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

% ***Date of decision: 1st December, 2023***

+ **O.M.P.(MISC.)(COMM.) 622/2023**

POWERGRID CORPORATION OF INDIA LIMITED

..... Petitioner

Through: Appearance not given.

versus

SPML INFRA LIMITED

..... Respondent

Through: Mr. Siddhant Jaiswal, Advocate.

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

J U D G M E N T (oral)

1. An application under Section 29A (4) & (5) of Arbitration and Conciliation Act, 1996 (*hereinafter referred to as "Act, 1996"*) read with Section 151 Code of Civil Procedure, 1908 (*hereinafter referred to as "CPC"*) has been filed on behalf of the petitioner seeking extension of mandate of the Arbitral Tribunal appointed in the arbitration *inter se* the parties, till the pronouncement of the Award dated 20.12.2022.

2. **It is submitted that by the petitioner that** it awarded the Contract to respondent/claimant vide Letters of Award dated 07.02.2006 for the Works at Araria, Bihar. The work schedule was of 18 months from the date of Letter of Award (LOA) till 06.08.2007. The period was extended many times on the request of the respondent and the work was finally completed in the extended period on 09.01.2014. The disputes arose *inter se* the parties regarding the dues payable to the respondent and arbitration was invoked



vide Clause 48 of General Conditions of Contract. The respondent raised its Claims and invoked the Arbitration Clause. The learned Arbitral Tribunal was constituted on 12.05.2018 and the parties were intimated by the Presiding Arbitrator *vide* communication dated 14.05.2018.

3. Respondent/ claimant filed his Claims before the Arbitral Tribunal. The one year period for completion of the arbitral proceedings expired on 11.05.2019. However, mandate of the Tribunal was extended with the consent of the parties by six months from 11.05.2019 to 10.11.2019.

4. Subsequently, the mandate was extended by this Court in *OMP (MISC.)(COMM) 496/2019* by nine months i.e. upto 09.08.2020 *vide* Order dated 04.12.2019. Thereafter an additional period of nine months was granted till 06.10.2021 *vide* the Order dated 06.01.2021 passed in *OMP (MISC)(COMM) No.5/2021*.

5. It is asserted that the arbitration proceedings were hampered due to COVID-19 Pandemic in 2020 and proceedings in the matter were later on taken through Video Conferencing. However, arguments were concluded by both the parties on 07.10.2021 and the Award was reserved. The pronouncement of Award was however, made only on 20.12.2022.

6. It is submitted that the Supreme Court in *MA No.21/2022 in Suo Moto Petition (C) No.3/2020* read with the orders dated 23.03.2020, 08.03.2020 and 23.09.2021 paused the period of limitation with respect to all proceedings, including one under Section 29A of the Act, 1996 from 15.03.2020 to 28.02.2022. It was directed that the limitation be extended upto 90 days or for the balance period of limitation as left on 15.03.2020 whichever is greater, after 28.02.2022.

7. It is the case of the petitioner that in the present case the balance



mandate of the learned Arbitrator on 15.03.2020 was four months and 24 days and the mandate of the Arbitral Tribunal consequently got extended for this period. Thereafter, the mandate was again extended for nine months vide Order dated 06.01.2021 thereby, the mandate of the Tribunal was upto 01.04.2023. During this extended period of balance mandate, the Arbitral Tribunal pronounced the Award on 20.12.2022 which is within the period prescribed under Section 29A of the Act, 1996.

8. The petitioner, however, has been filed only as a matter of caution for extension of the mandate of the learned Arbitral Tribunal for 14 months and 15 days till 20.12.2022 which is the date of the Award from the date of expiry of mandate in October, 2021 i.e. 9 months from extension Order dated 06.01.2021.

9. It is further submitted that after the passing of the Award dated 20.12.2022, the respondent herein/claimant moved an application for correction of the Award under Section 33 of the Act, 1996 which was corrected vide Order dated 12.05.2023.

10. Thus, the respondent had been participating in the arbitration proceedings and even addressed the arguments on merit without raising any objection about the expiry of the mandate of the Arbitral Tribunal. The petitioner, therefore, did not take any steps for extension under the impression that if the extension was required, the respondent being the claimant would take the necessary steps for doing the needful.

11. However, the respondent, after the Award has been given, has filed the objections under Section 34 of the Act, 1996 wherein a ground has been taken that the Award is *non-est* as it has been made beyond the period of mandate of the learned Tribunal. There is no justification, whatsoever, on



the part of the respondent for not seeking extension of the mandate of the Tribunal. He cannot be allowed to adopt a circuitous method to disrupt the mandate of the Arbitral Tribunal especially when there has been no allegation of misconduct or delay or bias under the Act, 1996.

12. A prayer is, therefore, made that the mandate of the Arbitral Tribunal may be extended by 14 months and 15 days from the date of expiry of mandate on 06.10.2021 till the date of passing of Award on 20.12.2022.

13. Learned Counsel on behalf of the petitioner has relied on IRCON International Ltd. vs. National Highway Authority of India OMP(MISC)(COMM) 142/2019 decided by the Co-ordinate Bench on 04.10.2021 and M/s Chandok Machineries vs. S.N. Sunderson & Co. 2018 SCC OnLine Del. 11000 both decided by the Co-ordinate Bench of this Court.

14. Learned counsel for the petitioner has further made a reference to the old Arbitration Act of 1940 and has submitted that similar provision existed under the old Act and in the case of Hindustan Steel Works Construction Ltd. vs. C. Rajasekhar Rao (1987) 4 SCC 93, the Court had permitted the extension of the mandate even after the Award had been announced. It is, therefore, submitted that the mandate of the Arbitral Tribunal may be extended till the date of announcement of the Award on 20.12.2022.

15. **Learned counsel on behalf of the respondent** has vehemently opposed the contentions raised on behalf of the petitioner. It is asserted that one of the grounds for challenge of the Award under Section 34 of the Act, 1996 by the claimant is that it is a *non-est* Award having been delivered beyond the mandate of the learned Tribunal. This application for extension under Section 29A of the Act, 1996 has been prompted by the Objections



taken by the respondent under Section 34 of the Act, 1996 and it is only to circumvent the Objections of the respondent that this Application has been filed.

16. It is further argued that in view of the express mandate of Section 29A of the Act, 1996, there cannot be an extension of mandate after the Award has been delivered. It is, therefore, submitted that the application is without merit and is liable to be dismissed.

17. Submissions heard.

18. An interesting question has been raised in this petition: *whether an award can be validated, if it has been made after the expiry of mandate of the learned Tribunal and no application for extension has been made prior to its pronouncement?*

19. Arbitration as a mode of Alternate Dispute Resolution Mechanism, found recognition by way of Section 89 in the unamended CPC of 1908. It found place in an independent statute by way of Arbitration Act, 1899. Subsequently, with the introduction of Arbitration Act, 1940, Section 89 of the CPC was deleted and Arbitration Act, 1899 was repealed .

20. Thereafter, the Arbitration Act, 1940 was repealed and replaced by the Arbitration & Conciliation Act, 1996 (*hereinafter referred to as the Act, 1996*) which came into existence on 16.08.1996. Eventually, Section 89 of the CPC was once again inserted *vide* Act 46 of 1999, with effect from 01.07.2002, which empowered the courts to refer disputes for settlement through the specified modes which included Arbitration as mode of dispute resolution. The working and the functioning of arbitration and the challenges faced in its execution were sought to be addressed from time to time, by way of various amendments.



21. At one point, Arbitration, which was intended to be an expeditious mechanism for adjudication of disputes, in practice, was found to be even more dilatory and sluggish than the court litigation. Being conscious that the proceedings in Arbitration were getting delayed on one reason or the other, Section 29A was introduced in the Arbitration & Conciliation Act, 1996 by way of Arbitration and Conciliation (Amendment) Act, 2015 w.e.f 31.10.2015, which reads as under :

“29A. Time limit for arbitral award

(1) The award shall be made within a period of twelve months from the date the arbitral tribunal enters upon the reference.

Explanation. -For the purpose of this sub-section, an arbitral tribunal shall be deemed to have entered upon the reference on the date on which the arbitrator or all the arbitrators, as the case may be, have received notice, in writing, of their appointment.

(2) If the award is made within a period of six months from the date the arbitral tribunal enters upon the reference, the arbitral tribunal shall be entitled to receive such amount of additional fees as the parties may agree.

(3) The parties may, by consent, extend the period specified in subsection (1) for making award for further period not exceeding six months.

(4) If the award is not made within the period specified in sub-section (1) or the extended period specified under sub-section (3), the mandate of the arbitrator(s) shall terminate unless the Court has, either prior to or after the expiry of the period so specified, extended the period.

Provided that while extending the period under this sub-section, if the Court finds that the proceedings have been delayed for the reasons attributable to the arbitral tribunal, then, it may order reduction of fees of arbitrator(s) by not exceeding five per cent for each month of such delay.

(5) The extension of period referred to in sub-section (4)



may be on the application of any of the parties and may be granted only for sufficient cause and on such terms and conditions as may be imposed by the Court.

(6) While extending the period referred to in sub-section (4), it shall be open to the Court to substitute one or all of the arbitrators and if one or all of the arbitrators are substituted, the arbitral proceedings shall continue from the stage already reached and on the basis of the evidence and material already on record, and the arbitrator(s) appointed under this section shall be deemed to have received the said evidence and material.

(7) In the event of arbitrator(s) being appointed under this section, the arbitral tribunal thus reconstituted shall be deemed to be in continuation of the previously appointed arbitral tribunal.

(8) It shall be open to the Court to impose actual or exemplary costs upon any of the parties under this section.

(9) An application filed under sub-section (5) shall be disposed of by the Court as expeditiously as possible and endeavour shall be made to dispose of the matter within a period of sixty days from the date of service of notice on the opposite party.”

22. Therefore, Section 29A as inserted by Arbitration and Conciliation (Amendment) Act, 2015 delineated the time frame for concluding the arbitration proceedings. However, it was noticed that much time was being taken in the completion of pleadings, which was not giving effective time for the trial of the dispute by the learned Arbitrator. Sub-section 1 of Section 29A was, therefore, amended *vide* the Arbitration and Conciliation (Amendment) Act, 2019 to state that a period of 12 months awarded originally shall be computed not from the “**date of reference**” of the dispute to the learned Arbitrator but from the “**date of completion of proceedings**”. Sub-section 1 of Section 29A with effect from 30.08.2019 reads as under:



“29A. Time limit for arbitral award

(1) The award in matters other than international commercial arbitration shall be made by the arbitral tribunal within a period of twelve months from the date of completion of pleadings under sub-section (4) of section 23:

Provided that the award in the matter of international commercial arbitration may be made as expeditiously as possible and endeavor may be made to dispose of the matter within a period of twelve months from the date of completion of pleadings under sub-section (4) of section 23.”

23. The language of Section 29A makes it abundantly evident that the time frames as defined under Section 29A are mandatory and the Award has to be necessarily delivered within given time frames. However, being conscious that there may be circumstances where more time may be required, the Sub-section 3 provides that a further extension of six months may be agreed mutually by the parties. However, any further extension thereafter can be permitted only subject to the orders of the Court as stipulated in sub-section 4 of Section 29A of the Act, 1996.

24. In the recent judgment of the Apex Court in the case of TATA Sons P.Ltd. vs. Siva Industries & Holdings Ltd. &Ors, Miscellaneous Application No. 2680 of 2019 decided on 05.01.2023 Section 29A, pre and post amendment of 2019, was interpreted in further detail. **The mandatory nature of the provisions of Section 29A(1) as inserted in the 2015 amendment and its application to all arbitrations conducted under the Act, 1996 domestic or international commercial, was held to be evident from the use of the word “shall”.** In terms of Section 29A(4), in case the



arbitral award was not rendered within the twelve month period as the case may be, the mandate of the arbitrator(s) would stand terminated, unless on an application made by any of the parties, the court extended time on sufficient cause being shown.

25. It was further observed that after the amendment of 2019, Section 29A(1) stipulates that the award “*in matters other than international commercial arbitrations shall be made by the arbitral tribunal within a period of twelve months from the date of the completion of the pleadings under Section 23(4)*”. The expression “*in matters other than an international commercial arbitration*” makes it abundantly clear that the timeline of twelve months which is stipulated in the substantive part of Section 29A(1), as amended, does not apply to international commercial arbitrations. This is further reaffirmed that the proviso to Section 29A(1) stipulates that the Award in the matter of an international commercial arbitration “*may be made as expeditiously as possible*” and that an “*endeavour may be made to dispose of the matter within a period of 12 months*” from the date of the completion of pleadings.

26. The expression “*as expeditiously as possible*” coupled with the expression “*endeavour may be made*” demonstrates that the intent of Parliament is that the period of twelve months for making the Award is not mandatory in the case of an international commercial arbitration. **In contra-distinction, for a domestic arbitration, Section 29A(1) stipulates a mandatory period of twelve months from the completion of pleadings for the arbitrator to render the arbitral award.** Hence, post the amendment of 2019, the time limit of twelve months as prescribed in Section 29A is applicable to only domestic arbitrations and the twelve-



month period is only directory in nature for an international commercial arbitration.

27. Furthermore, Sub-section (3) of Section 29A empowers parties, by consent, to extend the period specified in sub-section (1) for making the Award by a further period not exceeding six months. **Thereafter, if the award is not made within the period which is specified in sub-section (1) or the extended period specified in sub-section (3), the mandate of the arbitrator shall terminate unless the court has extended the period either prior to or after the expiry of the period so specified.** In other words, the timeline of twelve months for making the award (in matters other than international commercial arbitration), is qualified by the first extension by six months with the consensus of the parties under subsection (3) after which the court is empowered in terms of sub-section (4) to extend the period for making the Award.

28. **Having examined the interpretation and scope of Section 29A of the Act, 1996 as amended in 2019, the moot point is whether sub-section 4 of Section 29(A) of the Act, 1996 can be invoked to extend the mandate of the Arbitrator, for an Award has been delivered after the expiry of mandate of the Tribunal and where no application for extension was made prior to its pronouncement.**

29. The learned counsel on behalf of the petitioner has argued the Section 29A allows the courts to grant an extension of the mandate of the Arbitral Tribunal even after the Award has been made. In support of this contention, a reference has been made to section 28 of the Arbitration Act, 1940, which is similar to Section 29A of the Act, 1996. Reliance has been placed on the judgement of the Apex Court in the case of Hindustan Steelworks



Construction Ltd. Vs C Rajasekhar Rao, (1987) 4 SCC 93, where, in application of Section 28 of the Arbitration Act, 1940, an extension had been granted by the court even after the Award was announced.

30. To appreciate this contention, Section 28 of the Arbitration Act, 1940 is hereby reproduced:

“Section 28. Power to Court only to enlarge time for making award.

(1). The Court may, if it thinks fit, whether the time for making the award has expired or not and whether the award has been made or not enlarge from time to time the time for making the award.”

31. Section 28 of the Arbitration Act, 1940 expressly provided that the Court may extend the time where the Award has been made or not. The Apex Court, therefore, in the case of *Nagar Palika vs. Mirzapur Electric Supply Co. Ltd.* AIR 1990 SC 2273 held that the time can be extended even after the Award has been passed beyond the prescribed period.

32. It is, therefore, clear that the mandate of the Arbitrator could be extended even after the Award was announced under Section 28(1) of Arbitration Act, 1940 as the law itself empowered the Court to do so. However, under Section 29A of Arbitration & Conciliation Act, 1996, there is no such enabling provision.

33. Perspicuously, Section 29A of the Act, 1996 contains no such express specification enabling the Courts to grant an extension after an Award has been made. Had the legislature intended the import of Section 28 of the Arbitration Act, 1940 to be applicable to Section 29A of the Act, 1996, the same would not have been excluded from the words of the provision. Sub-section 4 of Section 29A clearly provides that if the Award is not made



within the specified period, the mandate of the Arbitrator shall terminate unless the Court has either prior or after the expiry of the period so specified extended the period. *It clearly envisions that the proceedings must be still pending and not concluded and the application of extension of time may be made even after the expiry of the mandate of the Arbitrator, but only in the situation where the Award has not been announced and the proceedings are still pending.*

34. Further, the Proviso to sub-section 4 states that if the court finds that the proceedings have been delayed for the reasons attributable to the Arbitral Tribunal, it may order reduction of fee of Arbitrators by not exceeding 5% for each month of such delay. Manifestly, there can be an order for the reduction of fee of the Arbitral tribunal only if the proceedings are pending. Once, the proceedings are concluded, the fee already stands paid and there is no occasion for the Court to consider the return of fees. It is thus observed that, if the mandate is extended after the Award is announced, then this proviso to sub-section 4 would be practically rendered nugatory.

35. Furthermore, sub-section 6 provides that while considering the application for extension of the period under sub-section 4, the Court may substitute one or all of the Arbitrators and if such substitution is made, the arbitral proceedings shall continue from the stage already reached and on the basis of evidence and material already on record and the Arbitrator/Arbitrators so appointed under this sub-section shall be deemed to have received such evidence and the material. Undeniably, Sub Section 6 can be given effect only if the proceedings are pending. If the Award had already been announced, sub-section 6 to Section 29 of the Act, 1996 would become meaningless as there is no occasion after the Award has been



announced for substitution of the Arbitrator/Arbitrators. Sub Section 4 to Section 29 of the Act, 1996 further provides that the Arbitral Tribunal thus reconstituted shall be deemed to be in continuation of the previously appointed Arbitral Tribunal, making the intent of the legislature, to allow extensions only to pending arbitration, certain.

36. It is evident from the language of the various clauses of Section 29A that the power of extension of the mandate of the Arbitrator by the Court, on an application by either party, arises only in cases where the arbitral proceedings are pending at the time of the application; the only leverage is that the application may be made either before or after the expiry of timeline, but it necessarily has to be before the Award is announced. Therefore extension may be granted by the Court on the following conditions :

- (a) An application is moved by any of the parties when the arbitral proceeding is pending;*
- (b) Sufficient cause for extension is shown; and*
- (c) Such time may be extended on terms and conditions that the Court may impose. This includes the variation/ reduction in the fee of the Arbitrator if the delay is attributable to the Tribunal and even substitution of the Arbitrator.*

37. The same view has been echoed by the Madras High Court in the judgement of Suryadev Alloys and Power Pvt. Ltd. v. Shri Govindaraja Textiles Pvt. Ltd., 2020 SCC OnLine Mad 7858 after examining the judgement of Nagar Palika (supra) and comparing the corresponding provisions of the 1940 Act and the 1996 Act.

38. Learned counsel for the petitioner had relied upon Ircon International



Ltd. (supra), wherein the Coordinate Bench was confronted with the similar controversy. In the said case the contention of the parties was that after the mandate of the Arbitrator expired after one year, the parties had mutually agreed to extend the mandate by six months, even though there was no formal order to that effect which was recorded by the learned Arbitrator. Moreover, the Award was delivered on 18.01.2019 though it was dated 15.12.2018. In the said circumstances, with there being a confusion about the extension and the actual date of mandate it was *held* that the Award had been delivered within the period of mandate and the mandate of the Arbitrator was held to be extended. The said judgment was made entirely on its own distinct facts and cannot be considered to be stating a proposition of law.

39. Learned counsel for the petitioner has also relied upon M/s Chandok Machineries (supra) of the Coordinate Bench. In the said judgment what has been observed is as under :

“Even Section 29A(4) of the Act empowers the Court to extend the time for making of the Award even after the expiry of the period. Once the Court extends the time for making of the Award, the proceedings, if any, undertaken by the Arbitral Tribunal after the expiry of the prescribed period, shall stand validated.”

40. An oral submission for the extension of mandate of the Arbitral Tribunal in M/s Chandok Machineries (supra), was made in a Petition under Section 34, which implies that an extension had been sought after the Award had been made. The Single Bench of this Court granted an extension of the mandate of the Arbitral Tribunal till the date of the Award invoking the powers under Section 29A of the Act, 1996 by stating that the application



for an extension can either be oral or in writing.

41. In view of the analysis, intent and object of the Section 29A discussed above, the interpretation adopted by the co-ordinate bench in the case of M/s Chandok Machineries (supra) was in the facts of its cases and does not propound a proposition of law.

42. With that being said, it is pertinent to examine if the an extension of mandate of the Arbitral Tribunal, is made out in the facts of the present case.

43. In order to appreciate the rival assertions it is pertinent to mention the few relevant dates as produced below:

12.05.2018	Arbitral Tribunal (AT) was constituted
11.05.2019	1 year mandate of the AT expired
	Mandate of the Arbitral Tribunal extended by Mutual consent of the parties for 6 months from 11.05.2019 till 10.11.2019
04.12.2019	In <i>OMP (MISC.)(COMM) 496/2019</i> , vide order dated 04.12.2019, this Court extended the mandate of the Tribunal by 9 months from 10.11.2019 till 09.08.2020
09.08.2020	Claimant/Respondent moved to this Hon'ble Court again for extension of mandate
06.01.2021	In <i>OMP (MISC)(COMM) No.5/2021</i> , vide order dated 06.01.2021, the mandate of the Arbitral Tribunal was extended for 9 months till 06.10.2021
07.10.2021	Parties concluded their arguments and were asked to file their Written Submissions



10.01.2022	The Hon'ble Supreme Court in <i>Suo Moto</i> WP(C)3/2020 held that limitation would stop running from 15.03.2020 to 28.02.2022
20.12.2022	The Award was passed by the Arbitral Tribunal but by this time, the mandate of the Tribunal had ostensibly expired on 06.10.2021

44. Here the controversy remains whether the mandate of the AT stood expired meriting its extension. Indisputably a period of nine months was granted by this Court on 10.11.2019 after the expiry of the initial six month extension by mutual consent. The, COVID-19 Pandemic intervened w.e.f 15.03.2020 and prevailed till 28.02.2022. The Apex Court in its ***Re Suo Motu Cognizance MA No.-21 / 2022***, took note of the Covid Pandemic period and held that “*the period from 15.03.2020 till 28.02.2022 shall also stand excluded in computing the periods prescribed under Sections 23 (4) and 29A of the Arbitration and Conciliation Act, 1996*”. Thus, at the time of commencement of Covid Pandemic on 15.03.2020, a period of 4 months and 5 days was utilized out of the 9 month extension granted from 10.11.2019. Thus, a balance of around 4 months and 25 days remained at the time of onset of Covid Pandemic on 15.03.2020.

45. However, the parties being conscious of the mandate having expired during the Covid period sought another extension as a matter of caution which was granted on 06.01.2021 for an additional period of nine months.

46. The covid moratorium period commenced from 15.03.2020 till 28.02.2022 and it emerges that a total of 9 months approx. remained with the parties on 28.02.2022 and the Award has been delivered on 20.12.2022.



47. The learned counsel on behalf of the respondent had contended that this present application for extension of mandate under Section 29A has been prompted only by Section 34 Petition filed on behalf of the respondent, wherein one of the grounds taken is that the Award is *non-est* for having been made beyond the mandate period of the Arbitral Tribunal as held by the Madras High Court in the case of Satyam Caterers Pvt. Ltd. vs. Assistant Commercial Manager (PS & CATG) &Ors, OP No.592/2018 and the Telangana High Court in CRP No.1354 of 2021 between Roop Singh Bhati vs. M/s Shriram City Union Finance Ltd. Further, in Department of Transport vs Star Bud Services Ovt Ltd., 2023 SCC OnLine Del 2890, a Co-ordinate Bench of this Court noted that an inordinate delay in the announcement of an Award, after it has been reserved, is a contravention of the Public Policy of India by virtue of section 29A of the Act, 1996 as the jurisdiction of the Arbitrator stands terminated on account of the said delay.

48. Whether the Award has been delivered within the mandated period of the learned Arbitral Tribunal and whether the unexpired period of 4 months 25 days at the time of commencement of Covid Pandemic on 15.03.2020 would also enure to the benefit of the petitioner in addition to the 9 month extension granted during the Covid period, are not the issues to be considered in this application and may be agitated by the parties in the Petition under Section 34 Act, 1996 where this objection has already been taken.

49. Thus, in this application under Section 29(A) of the Act, 1996 it is held that the present application seeking extension of mandate of the Arbitrator is not tenable, as the Award already stands delivered.

50. It is hereby clarified that the observations herein are strictly confined



2023: DHC: 9007



to the Petition of the petitioner seeking extension of mandate of the Arbitrator under Section 29A of the Act, 1996 and not to the validity of the Award and the parties are at liberty to raise their respective contentions to the objections taken in petition under Section 34 of the Act, 1996.

51. Accordingly, in the light of aforesaid discussion, the appeal is hereby dismissed.

(NEENA BANSAL KRISHNA)
JUDGE

DECEMBER 01, 2023
Va/Jn/Ek

Signature Not Verified

Digitally Signed By: AHIL SHARMA

Signing Date: 14.12.2023 06:22:55