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CMA NO.2954 OF 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

JUDGMENT RESERVED ON: 07 / 02 / 2024

JUDGMENT DELIVERED ON: 13 / 03 / 2024

CORAM:

THE HONOURABLE MR. JUSTICE R.SUBRAMANIAN

AND

THE HONOURABLE MR. JUSTICE R.SAKTHIVEL

CMA NO.2954 OF 2022
AND CMP NO.22846 OF 2022

1.The Chief Engineer
PWD., WRO., Pollachi Region
Coimbatore.

2.The Superintending Engineer, PWD., WRO.,
Parambikulam Aliyar Basin Circle
Pollachi.

... Appellants/Petitioners/
Respondents 2 & 5

Vs.

1.M/s.Paily & Company
Engineers & Claimants
Gandhi Nagar, Pinangode Road,
Kalpetta P.O., Wayanad District,
Kerala State, Pincode – 673 121.
Phone: 04936 – 202838

Rep. By its Managing Partner N.P.Paily ...

Respondent-1 /
Respondent-1/Claimant

2.K.Venkatraman
Sole Arbitrator

... Respondent-2 /
Respondent-2 /
Nil (Sole Arbitrator)

PRAYER : Civil Miscellaneous Appeal filed under Section 37(1) and (2) of the Arbitration and Conciliation Act, 1996, praying to set aside the judgment and decree dated 16.08.2022 made in Arb.O.P.No.248 of 2017



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on the file of Principal District Court, Coimbatore confirming the award passed by the Arbitral Tribunal dated 10.06.2017.

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For Appellants : Mr.T.Seenivasan
Special Government Pleader
Assisted by Mr.R.Siddharth
Government Advocate

For Respondent-1 : Mr.Navod Prasannan

J U D G M E N T

R.SAKTHIVEL, J.

The appellants are the petitioners in Arbitration Original Petition No.248 of 2017 on the file of Principal District Court, Coimbatore (henceforth ‘Section 34 Court’) and respondents 2 and 5 respectively before the Arbitration Tribunal (henceforth ‘AT’).

2. For the sake of convenience, henceforth, the parties will be referred to as per their array before the AT *i.e.*, ‘appellants’ and the ‘first respondent herein’ will be referred to as ‘respondents’ and ‘claimant’ respectively.

3. Feeling aggrieved with the order dated August 16th, 2022 passed



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by the Section 34 Court in Arb.O.P.No.248 of 2017 affirming the Award dated June 10th, 2017 passed by the AT, the respondents have preferred this Civil Miscellaneous Appeal under Section 37(1) and (2) of the Arbitration and Conciliation Act, 1996 (henceforth 'A&C Act'), praying to set aside the aforementioned order.

4. Case of the claimant

4.1. The respondents floated a Tender Notification for the work of Rehabilitation of Left Out Reaches in Parambikulam Main Canal from LS., 39.500 Km to 87.400 Km (Package No.08/IAMWARM/PALAR/WRO/PKM/NCB/06-07) under the Tamil Nadu Agriculture Modernization and Water Bodies Restoration and Management (IAMWARM) Project.

4.2. The claimant, an experienced contractor-mainly in Irrigation Projects, was the successful bidder in the said Tender by quoting a sum of Rs.8,78,87,027/-. On 15.03.2008, upon the claimant furnishing a bank guarantee of Rs.43,95,000/-, the respondents issued a letter to the claimant to proceed with the execution of the work and an agreement dated 15.03.2008 was executed between them in this regard. As per the agreement, the work was to be completed within 17 months, computation



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of which encompasses the water flow period too.

4.3. The work to be executed has been divided into four slices.

*"Slice 1 relates to chainage 46.980 KM to 50.777 KM
Slice 2 relates to chainage 53.027 KM to 65.905 KM
Slice 3 relates to chainage 68.010 KM to 72.887 KM
Slice 4 relates to chainage 78.834 KM to 87.400 KM"*

The work includes, dismantling the existing Plain Cement Concrete (PCC); removal of dismantled portion of the old lining in Parambikulam Aliyar Basin along with silt and debris; preparing the sub-grade to line and level; and pouring 'M 7.5 concrete' over the prepared subgrade and finishing it, which also includes plastering.

5. Contentions of the claimant before the AT

5.1. The claimant started the work in the first week of May, 2008. Thereafter, the Chief Engineer / respondent inspected the site and altered the design in the vertical high cut reaches. The work could not be continued until the new design was finalized and this caused a delay. To compensate the delay, the claimant purchased paver machine for about 20 lakhs and other special equipments, however, the same could not be deployed due to the uneven levels of the side berms of the canal and the thick vegetation alongside. Nonetheless, the claimant managed to complete the work within the deadline originally stipulated by the agreement by



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employing additional labour and machinery. Thus, there was no negligence on the part of the claimant and hence, the recovery of liquidated damages to the tune of Rs.3,29,580/-, without considering the fact that the new design for high cut reaches was provided after a long delay, is unwarranted and illegal.

5.2. Cement concreting was done for lining the canal. It was essential to obtain a smooth surface there as per Item No.17 of Bill of Quantities. However, the same was not possible without plastering, owing to the thickness and specified cement content of the concrete. Therefore, plastering was done to obtain a smooth concrete finish throughout the length of the canal as insisted by the Engineer in-charge. However, only a negligible quantity of the work done by the claimant was considered for payment and thereby the claimant incurred a loss of Rs.3,89,24,700/- towards plastering.

5.3. Further, though the claimant executed 18,000 M³ of PCC dismantling work, only 535.5 M³ were accounted and paid for. The claimant is liable to be compensated for the remaining work done in this regard.



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5.4. Further, the claimant has provided weep holes as per the direction of the Chief Engineer which is not an item in the agreement and thereby additionally incurred an expenditure of Rs.4,20,000/-.

5.5. Further, the bid value is Rs.8,78,87,027/- and the claimant is entitled for weightage of bid validity of Rs.20,30,190/-. However, the respondents have paid a weightage of only Rs.18,02,609/-. The claimant claims the balance amount of Rs.2,27,581/-.

5.6. Further, the claimant claimed interest on the amount to be awarded by the Arbitrator.

5.7. Other than the above contentions relevant to this Appeal, the claimant has made various claims under various heads such as refund of rebate, compensation for shuttering sets, expected profit, *etc.* However, those claims were rejected by the Arbitrator and not in question in this appeal.



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6. The respondents resisted the claims by filing counter.

7. The AT after hearing both sides and after considering the documents, framed the following issues:

- I. Whether the claimant is entitled to the claim amount put forth in its claim statement?
- II. Whether the liquidated damages deducted by the respondents on the amount payable to the claimant is valid?
- III. Whether the claimant is entitled to interest and if so the rate of interest?
- IV. Whether the claimant is entitled to the cost of these proceedings?
- V. Whether the claim is barred by limitation?
- VI. To what relief the claimant is entitled to?"

7.1. Then, the AT passed an award as hereunder:

(a) Earthwork Excavation	Claim Rejected
(b) Dismantling plain cement (PCC)	Rs.20,84,722/- awarded to the claimant
(c) Gravel backing	Claim Rejected
(d) Plastering	Rs.3,89,24,800.04 awarded to the claimant
(e) Trimming the canal sides and bed	Claim Rejected
(f) Fixing PVC Pipes / Weep Holes	Rs.4,20,000/- awarded to the claimant
(g) Loss of expected profit	Claim Rejected
(h) Refund of Liquidated damages	Rs.3,29,580/- awarded to the claimant
(i) Compensation for extending the bid validity period	Rs.2,27,581/- awarded to the claimant
(j) Additional quantity of earthwork excavation	Claim Rejected
(k) Interest for weightage balance	Claim Rejected
(l) Compensation for shuttering sets already fabricated for high cut reaches	Claim Rejected



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(m) Cost of labour advance and miscellaneous expenses	Claim Rejected
(n) Refund of rebate offered by the claimant	Claim Rejected
(o) Interest on liquidated damages	Rejected under the separate head, since in respect of issue regarding interest, it has been considered
(p) Issue on Interest	(i) Interest at the rate of 13.5% p.a., on the above said amounts from 25.01.2012 to till the date of filing of O.P.No.469 of 2012 before the Hon'ble High Court, Madras. (ii) Interest at the rate of 13.5% p.a., from the date of award till the date on which the final payment is made by the respondents.
(q) Cost of the proceedings	Rs.10,00,000/- to be paid by the respondents to the claimant
(r) Whether the claim is barred by Limitation	No

8. Feeling aggrieved with the award, the respondents filed a petition under Section 34 of the A&C Act before the Section 34 Court. The Section 34 Court, after hearing the rival submissions, dismissed the petition by observing that the respondents do not make out any slot set out under Section 34 of the A&C Act.

9. Feeling aggrieved with the said order, the respondents have preferred this petition under Section 37 of the A&C Act.

10. ARGUMENTS

10.1 The learned counsel appearing for the appellants (respondents



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before AT) argued on two main limbs. Under the first limb which is Jurisdiction and Composition of the AT, he argued that the composition of AT is not as per the agreement and therefore, the order passed by the sole Arbitrator is void in law and that the Arbitrator failed to frame issue of Jurisdiction under Section 16 of the A&C Act.

10.2. His arguments under the second limb can be summarised as follows:

a) Since the claimant failed to complete the work on time as stipulated in the tender, the claimant is bound to pay the liquidated damages to the respondents.

b) Removal of silt and debris and dismantling of weak PCC had been done every year from the funds allotted for the maintenance work and hence, the claimant is not entitled to claim the cost of this work.

c) Neither the respondents instructed the claimant nor the claimant sought permission from the respondents, to plaster the concrete surface. Even assuming that the said work was carried out, the claimant has not produced any documentary evidence to prove that the respondents accorded consent for plastering and as per



Clause 32.1 of the Agreement, the claimant ought to have given 'early warning' to the Engineer to the effect that he is going to do any variation / change during the period of execution. Since the claimant failed to do so, the claimant is not entitled to claim cost in this regard.

d) Clause 8.6 sub-clause 11 under Section 5 - Specifications encompasses the provision of weep holes and therefore, the claimant can't claim the same as additional work.

e) Weightage for extension of bid validity shall be calculated on the price of the actual work done and therefore, the compensation awarded under that head is erroneous.

f) The Contract is silent about awarding interest. In such circumstances, the Arbitrator has no power to award pre-award interest.

g) The Arbitrator erred in directing the respondents to pay Rs.10,00,000/- to the claimant as costs without any basis.

h) The Claim is barred by limitation.

10.3. Accordingly, the learned counsel for the appellants prayed to allow this appeal. In support of his submission, the learned counsel relied



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on the judgments of the Hon'ble Apex Court in *Bharat Coking Coal Ltd., Vs. Annapurna Construction* [2003 (8) SCC 154]; *Food Corporation of India Vs. Chandu Construction and Another* [2007 (4) SCC 697]; *State of Rajasthan and Another Vs. Ferro Concrete Construction Private Limited* [2009 (12) SCC 1] and *Satyanarayana Construction Company Vs. Union of India and Others* [2011 (15) SCC 101].

11. Rival submissions of the learned counsel for the first respondent (claimant before AT), can be summarised as follows :

a) The Arbitrator has been appointed by the Hon'ble Chief Justice of this Court under Section 11(6) of the A&C Act after hearing both sides. Further, the issue of Jurisdiction and Composition was never raised before the Arbitrator and therefore, no issue under Section 16 was framed. Hence, the claimant can neither raise the issue in the petition under Section 34 nor in this petition under Section 37 of the A&C Act.

b) Though there was a delay in accomplishing the first milestone, the work was completed well within the deadline stipulated by the agreement. The respondents changed the design during inspection and delayed providing the new design, constraining the



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claimant from executing the work. Thus, even the delay in the first milestone is attributable to the respondents.

c) The Chief Engineer has instructed the claimant vide Ex-R.17 – Inspection notes to clear all the debris, weak concrete and masonry rubbles. Further, no evidence has been adduced to substantiate that weak concrete, silt and debris had been removed every year from the funds allotted for the maintenance work.

d) The claimant carried out the plastering work only on the instructions of the officials. Moreover, the work was executed in the presence of officials and engineers, and without their supervision or permission, the claimant couldn't proceed. Therefore, upon completion of the work, the respondents cannot turn around and say that the claimant executed the plastering work without obtaining due sanction.

e) Though the respondents provided PVC pipes for weep holes, labour charges were not given for the same.

f) Clause 15.3 of Ex-R.15 - Bid Document clearly stipulates that, in case of extension of bid validity period, the contract price shall be the 'bid price' as corrected therein.

g) The Arbitrator awarded pre-award, *pendente lite* and post-



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award interest as per law.

Accordingly, he prayed to dismiss the appeal.

12. This Court has considered the rival submissions and perused the records and the Section 34 Court's order.

13. Composition and Jurisdiction of AT

13.1. The claimant herein filed Original Petition No.469 of 2012 under Section 11(6) of the A&C Act praying to appoint an Arbitrator to resolve the dispute between the respondents and the claimant arising out of the Agreement dated 15.03.2008. In the said petition, the respondents herein appeared through Special Government Pleader. After hearing both sides, the Hon'ble Chief Justice of this Court, appointed Hon'ble Mr. Justice K.Venkatraman, a Retired Judge of this Court as the Sole Arbitrator. The respondents did not raise any objection to the appointment of the Sole Arbitrator before the Hon'ble Chief Justice which implies their consent. It's pertinent to extract hereunder the relevant portions of the order passed in the aforementioned Original Petition :

"A World Bank loan assistance was made available for left out reaches in Parambikulam Main Canal under the Tamil Nadu Agriculture Modernization and Water Bodies Restoration and Management and thus, tenders were invited and the work was awarded to the petitioner, post negotiations. An Agreement



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No.17PABC/2007-2008 was, thus, executed on 15.03.2008 inter se the parties, which contains an arbitration clause for resolution of disputes through arbitration. The relevant portion of which reads as under:

4.Arbitration (GCC Clause 25.3). - The procedure for arbitration will be as follows:

25.3(a) In case of Dispute or difference arising between the Employer and a domestic contractor relation to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Chairman, The Institution of Engineers, Tamil Nadu State Centre, Chennai.

(b) In the case of dispute with a Foreign Contractor the dispute shall be settled in accordance with provisions of UNCITRAL, Arbitration Rules. The Arbitral Tribunal shall consist of three Arbitrators one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Chairman, The Institution of Engineers, Tamil Nadu State Centre, Chennai.

(c) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) and (b) above within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then Chairman, The Institution of Engineers – Tamil Nadu State Centre, Chennai, both in cases of the Foreign Contractor as well as Indian

Contractor, shall appoint the arbitrator. A certified copy of the order of Chairman, The Institution of Engineers – Tamil Nadu State Centre, Chennai, making such an appointment shall be furnished to each of the parties.

(d) Arbitration proceedings shall be held at Office of the Superintending Engineer, Parambikulam Aliyar Basin Circle, Pollachi, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

(e) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

(f) When the value of the contract is Rs.50 millions and below, the disputes or



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differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority, namely, the 'Indian Council of Arbitration /President of the Institution of Engineers (India) / The International Centre for Alternative Disputes Resolution (India).

g) Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the owners shall not be withheld, unless they are the subject matter of the arbitration proceedings."

...

...

...

4.The petition has been opposed and the only plea raised by the learned counsel for the respondents is that as per clause 25.2, once the matter was referred to the Adjudicator and the contractor was aggrieved by the decision of the Adjudicator, the arbitration had to be claimed within 28 days."

(emphasis supplied)

13.2. Given the above extracts, it is easily discernible that, though sub-clause (a) read with sub-clause (f) of the arbitration clause warrants the appointment of three Arbitrators, the parties waived their rights thereof and consented to the appointment of the Sole Arbitrator. Further, the respondents did not raise the issue of Jurisdiction and composition of the AT before the Sole Arbitrator, which is why the Arbitrator did not frame any issue in this regard. Notably, the order in Original Petition No.469 of 2012 is marked as Ex-C.33 before the AT. Further, the respondents participated in the arbitration proceedings throughout without any demur. Notably, for the first time, after the award was passed, the respondents raised this point before Section 34 Court. In these circumstances, the objections raised by the respondents before the Section 34 Court and this



Court cannot be justified. Accordingly, this Court rejects the contentions of the respondents with regard to the composition and jurisdiction of the AT.

14. Silt, Debris and Dismantling PCC

14.1. The respondents denied the claim of the claimant that the claimant carried out dismantling PCC contending that, weak concrete, silt and debris had been removed every year from the funds allotted for the maintenance work. The Respondents did not produce any evidence regarding previous contracts for dismantling PCCs to support their contention. Whereas, Ex-R.17 – Inspection Notes of the Chief Engineer shows that the claimant was instructed to dismantle PCC and remove the silt and debris in the canal. The learned Arbitrator, considering the above evidence, has awarded the claim to the claimant, in which, this Court finds no irregularity.

15. Plastering

15.1. The respondents' contention with regard to plastering is that plastering is unnecessary; that no plastering work was carried out; and that, neither the respondents accorded consent nor the claimant served 'early warning' as per Clause 32.1 of the Agreement. The claimant



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contended that plastering work was essential for the free flow of water. The learned Arbitrator inspected the site focusing particularly on the plastering aspect and later appointed an expert to opine on the matter at the request of both parties. The expert's opinion which states that plastering work could be inferred through visual examination, is marked Ex-X.1. Notably, the respondents did not file any objection against Ex-X.1. The learned Arbitrator, keeping in mind the above facts and circumstances and the authorities cited, concluded that plastering was carried out by the claimant; the respondents were benefited out of the work and accordingly, awarded the claim in favour of the claimant. This Court finds the above view plausible and there is no need of interference in it.

16. Weep holes

16.1. The learned Arbitrator has arrived at a factual finding that, though the respondents provided the PVC pipes for the weep holes, the claimant incurred a sum of Rs. 4,20,000/- towards labour charges for providing weep holes. Noting that the respondents had not disputed the said amount, he awarded the claim in favour of the claimant. This Court finds no reason to interfere with it.

17. Liquidated Damages



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17.1. The claimant contended that there is no negligence or default on its part in executing the work. R.W.1 in his re-examination has stated that liquidated damages were recovered for not fulfilling the milestone given by the respondents. However, subsequently, owing to change in design, a revised milestone was provided. Though there was a delay in achieving the milestone, the work was completed well within the time stipulated under the agreement; and the respondents suffered no loss due to it. The learned Arbitrator has arrived at a factual finding that there is no delay in the work based on the revised milestone and this Court finds no warrant of interference in it.

18. Compensation for extension of bid validity

18.1. The respondents contend that compensation for extension of bid validity ought to be based on the value of actual work done and not the bid price. However, Clause 15.3 of Ex-R.15 - Bid Document clearly stipulates that, in case of extension of bid validity period, the contract price shall be the 'bid price' as corrected therein. Noting the above, the learned Arbitrator awarded the claim in favour of the claimant and this Court finds no irregularity in it.



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19. Interest

19.1. For ready reference, Section 31 (7) is extracted hereunder :

“(7) (a) Unless otherwise agreed by the parties, where and in so far as an arbitral award is for the payment of money, the Arbitration Tribunal may include in the sum for which the award is made interest, at such rate as it deems reasonable, on the whole or any part of the money, for the whole or any part of the period between the date on which the cause of action arose and the date on which the award is made.

(b) A sum directed to be paid by an arbitral award shall, unless the award otherwise directs, carry interest at the rate of two per cent. higher than the current rate of interest prevalent on the date of award, from the date of award to the date of payment.

Explanation.—The expression "current rate of interest" shall have the same meaning as assigned to it under clause (b) of section 2 of the Interest Act, 1978 (14 of 1978)."

19.2. As per Section 31(7) of the A&C Act, the Arbitrator has the power to grant interest from the date on which cause of action arose to the date on which the award was made, unless there exist any agreement to the contrary. No doubt that the Arbitrator has power to grant pre-award, *pendente lite* and post-award interest subject to Section 31(7) of the A&C Act [See *McDermott International Inc. Vs. Burn Standard Co. Ltd.*, ((2006) 11 SCC 181); and *M/s. Larsen Air Conditioning and Refrigeration Company Vs. Union of India & Ors.*, ((2023) SCC Online SC 982) =



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(2023 INSC 708)].

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19.3. In the instant case, the learned Arbitrator has awarded interest from the date of Notice of Claim *i.e.*, 25.01.2012. Notably, the respondents have replied for the same denying their liability. Admittedly, there is no agreement regarding interest between the parties. The learned Arbitrator has awarded interest at the rate 13.5% per annum from 25.01.2012 till date of realisation. The same is well within the law.

20. Limitation

20.1. The final bill of the work was signed by the claimant on 12.07.2010. Date of Notice of Claim is 25.01.2012 which was replied on 20.02.2012. Thereupon, the claimant filed the O.P.No.469 of 2012 before this Court. The learned Arbitrator has held that the claim is made well within the period of limitation. This Court finds no fault with it.

21. Cost

21.1. The respondents contended that the learned Arbitrator imposed costs without any basis. The learned Arbitrator, noting that major portion



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of the Arbitration fees were borne by the claimant and that the respondents did not remit the Arbitration fees despite reminders, directed the respondents to pay a sum of Rs.10,00,000/- to the claimant as costs. The said finding is reasonable.

22. This Court is mindful of the fact that the power of Court under Section 34 of the A&C Act is narrow and that the power of Court under Section 37 of the A&C Act is narrower. Interference under Section 34 or 37 of the A&C Act is possible only when a cause is made out to bring in the challenge within the grounds set out under Section 34. In the instant case as discussed above, the respondents' case does not get slotted under any of the grounds set out in Section 34 and therefore, there is no warrant to interfere with the award passed by the AT. The authorities cited by the appellants are not applicable to the facts and circumstances of this case, as this Court finds that the Arbitrator acted well within his powers and awarded claims only based on the documents and oral evidence without violating the terms of the contract. Therefore, Section 34 Court is justifiable in affirming the award. Thus, there is no reason to set aside the order of the Section 34 Court.



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23. In light of the foregoing discussion, the Civil Miscellaneous Appeal is dismissed. No Costs. Consequently, connected Civil Miscellaneous Petition is closed.

[R.S.M., J.] [R.S.V., J.]

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Index : Yes
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Neutral Citation : Yes
Speaking Order
TK

R.SUBRAMANIAN, J.

AND

R.SAKTHIVEL, J.

TK

To
The Principal District Court,
Coimbatore.

PRE-DELIVERY JUDGMENT MADE IN

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