



2024:DHC:5304



\$~1

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

%

Decided on: 15.07.2024+ **ARB.P. 299/2022****SWASTIK PIPE LIMITED**

.....Petitioner

Through: Mr. Sanjay Jain, Advocate.

versus

**PSR AQUA AND ENGINEERS PRIVATE
LIMITED**

.....Respondent

Through: Mr. Deepak Thukral, Advocate.

CORAM:**HON'BLE MR. JUSTICE PRATEEK JALAN****PRATEEK JALAN, J. (ORAL)**

1. By way of this petition under Section 11 of the Arbitration and Conciliation Act, 1996 [“the Act”], the petitioner seeks appointment of an arbitrator to adjudicate disputes between the parties in terms of arbitration clauses contained in tax invoices issued by the petitioner to the respondent.

2. The petitioner is a supplier of HRPO sheets/coil, C.R. Sheets, and other materials. It supplied goods to the respondent during the period from 2018 to 2020, for which it claims to have raised 20 invoices. The goods were admittedly dispatched under Goods Received Documents [“GR Document”], and accompanied by e-way bills and invoices. According to the petitioner, the invoices were not paid in full, as a result of which disputes arose between the parties.

3. The petitioner invoked arbitration by a legal notice dated 10.11.2021, claiming that a sum of Rs.31,36,876/- was due to it. The



aforesaid communication was returned unserved. The arbitration clause was again invoked by e-mail dated 17.11.2021, the receipt of which is not disputed. The notice, however, failed to elicit a response, as a result of which the petitioner has filed this petition under Section 11 of the Act for appointment of an arbitrator.

4. I have heard Mr. Sanjay Jain, learned counsel for the petitioner, and Mr. Deepak Thukral, learned counsel for the respondent.

5. It appears that judgment in this petition was reserved by a coordinate bench on 06.03.2023, but the petition was taken up for hearing again, as the arbitration clause was contained in unstamped documents. It has since been released by the said Bench and listed before this Court. At the very outset, it may be noted that the question of stamping of the agreement is admittedly not germane for consideration in these proceedings, in view of the judgment of a seven judge Bench of the Supreme Court in *In Re: Interplay Between the Arbitration Agreements under the Arbitration and Conciliation Act, 1996 and the Indian Stamp Act, 1899*¹. Mr. Thukral, therefore, does not press any objection with regard thereto.

6. The only question upon which learned counsel have joined issue is as to whether the arbitration clause, contained in the tax invoices issued by the petitioner to the respondent, can constitute a binding agreement for reference to arbitration, as required by Section 7 of the Act.

7. Section 7 of the Act reads as follows:

“7. Arbitration agreement.—(1) In this Part, “arbitration agreement” means an agreement by the parties to submit to arbitration all or certain disputes which have arisen or which may arise between them in

¹ (2024) 6 SCC 1.



respect of a defined legal relationship, whether contractual or not.

(2) An arbitration agreement may be in the form of an arbitration clause in a contract or in the form of a separate agreement.

(3) An arbitration agreement shall be in writing.

(4) An arbitration agreement is in writing if it is contained in—

(a) a document signed by the parties;

(b) an exchange of letters, telex, telegrams or other means of telecommunication including communication through electronic means which provide a record of the agreement; or

(c) an exchange of statements of claim and defence in which the existence of the agreement is alleged by one party and not denied by the other.

(5) The reference in a contract to a document containing an arbitration clause constitutes an arbitration agreement if the contract is in writing and the reference is such as to make that arbitration clause part of the contract.”

8. The facts of the case relevant to adjudication of this issue are undisputed. Goods were supplied by the petitioner to the respondent. Documents, including tax invoices, e-way bills, and GR Documents, accompanied the goods. The signature of the respondent's representative does not appear on the invoices, but only on the GR Documents, which were then returned to the petitioner. Although the invoices were not signed by the respondent, the respondent also did not raise any objection to the terms and conditions contained therein. The delivery of goods was admittedly taken, but there is a dispute as to liability on account of the quality of the goods.

9. The arbitration clause is printed only on the petitioner's invoices, and reads as follows:

“Terms and conditions:

2. All disputes, touching and/or concerning this bill, shall be, solely, resolved by an arbitrator duly appointed by the Hon'ble Delhi High



Court under The Arbitration and Conciliation Act, 1996², as amended unto date or any repeal thereof. The seat of arbitration shall be Delhi and shall be solely and exclusively subject to Delhi Jurisdiction. The language of arbitration proceedings shall be english.”

10. In support of the contention that the respondent is bound by the arbitration agreement, Mr. Jain draws my attention to the following two judgments of the Supreme Court and three judgments of this Court. The judgments of this Court concern similar invoices of the petitioner itself.

a. In *Caravel Shipping Services Pvt. Ltd. v. Premier Sea Foods Exim Pvt. Ltd.* [“*Caravel Shipping*”]³, the Supreme Court relied upon its judgment in *Jugal Kishore Rameshwardas v. Mrs. Goolbai Hormusji*⁴ to hold that an arbitration agreement, so long as it is in writing, need not be signed by the parties. It held that an express agreement binding the respondent to arbitration by way of a printed condition in a bill of lading would be sufficient to establish the existence of an arbitration clause⁵.

² [Sic.]

³ (2019) 11 SCC 461.

⁴ AIR 1955 SC 812.

⁵ “7. A perusal of the same shows that the respondent has expressly agreed to be bound by the arbitration clause despite the fact that it is a printed condition annexed to the bill of lading. Secondly, it must be remembered that the respondent has itself relied upon the bill of lading as part of its cause of action to recover the sum of Rs 26,53,593 in the suit filed by it. The respondent, therefore, cannot blow hot and cold and argue that for the purpose of its suit, it will rely upon the bill of lading (though unsigned) but for the purpose of arbitration, the requirement of the Arbitration Act is that the arbitration clause should be signed.

8. In addition, we may indicate that the law in this behalf, in *Jugal Kishore Rameshwardas v. Goolbai Hormusji* [*Jugal Kishore Rameshwardas v. Goolbai Hormusji*, AIR 1955 SC 812], is that an arbitration agreement needs to be in writing though it need not be signed. The fact that the arbitration agreement shall be in writing is continued in the 1996 Act in Section 7(3) thereof. Section 7(4) only further adds that an arbitration agreement would be found in the circumstances mentioned in the three sub-clauses that make up Section 7(4). This does not mean that in all cases an arbitration agreement needs to be signed. The only pre-requisite is that it be in writing, as has been pointed out in Section 7(3).

9. This being the case, the present is a clear case where, under Section 7(5) of the Act read with *M.R. Engineers & Contractors (P) Ltd. v. Som Datt Builders Ltd.*, (2009) 7 SCC 696 : (2009) 3 SCC (Civ) 271], SCC paras 22 & 24, the reference in the bill of lading is such as to make the arbitration clause part of the contract between the parties.”



b. *Mahanagar Telephone Nigam Ltd. v. Canara Bank and Ors.*⁶ also concerned a dispute as to the existence of an arbitration agreement, although it was not the case of a printed condition in an invoice. The Court interpreted Section 7 thus:

“9.2. The arbitration agreement need not be in any particular form. **What is required to be ascertained is the intention of the parties to settle their disputes through arbitration.** The essential elements or attributes of an arbitration agreement is the agreement to refer their disputes or differences to arbitration, which is expressly or impliedly spelt out from a clause in an agreement, separate agreement, or documents/correspondence exchanged between the parties.

9.3. Section 7(4)(b) of the 1996 Act, states that an arbitration agreement can be derived from exchange of letters, telex, telegram or other means of communication, including through electronic means. The 2015 Amendment Act inserted the words “including communication through electronic means” in Section 7(4)(b). **If it can prima facie be shown that parties are ad idem, even though the other party may not have signed a formal contract, it cannot absolve him from the liability under the agreement** [Govind Rubber Ltd. v. Louis Dreyfus Commodities Asia (P) Ltd., (2015) 13 SCC 477 : (2016) 1 SCC (Civ) 733].

9.4. Arbitration agreements are to be construed according to the general principles of construction of statutes, statutory instruments, and other contractual documents. **The intention of the parties must be inferred from the terms of the contract, conduct of the parties, and correspondence exchanged, to ascertain the existence of a binding contract between the parties.** If the documents on record show that the parties were ad idem, and had actually reached an agreement upon all material terms, then it would be construed to be a binding contract. The meaning of a contract must be gathered by adopting a common sense approach, and must not be allowed to be thwarted by a pedantic and legalistic interpretation. [Union of India v. D.N. Revri & Co., (1976) 4 SCC 147]

9.5. **A commercial document has to be interpreted in such a manner so as to give effect to the agreement, rather than to invalidate it. An “arbitration agreement” is a commercial**

⁶ (2020) 12 SCC 767.



*document inter partes, and must be interpreted so as to give effect to the intention of the parties, rather than to invalidate it on technicalities.*⁷

- c. The three judgments of Coordinate Benches of this Court all concern arbitration clauses which are in *pari materia* with the arbitration clauses contained in this case. In fact, in all three cases, arbitrators have been appointed at the instance of the present petitioner, albeit against different purchasers. The first of these judgments - *Swastik Pipe Ltd. v. Shri Ram Autotech Pvt. Ltd.* [*“Swastik Pipe -I”*]⁸ notices the following significant factors:
- (i) That the arbitration clause was on the same page as the details of the invoice and in readable font size.
 - (ii) The goods accompanying the invoices were duly received by the respondent under a GR Document signed and acknowledged by its representatives, thus (alongwith other documents) acknowledging the transaction between the parties.
 - (iii) The invoices containing the arbitration clause were not signed by the respondent’s representatives.
 - (iv) The signature of either party on the arbitration agreement is not mandatory, but the existence of the agreement is to be discerned from the real intention of the parties. The Court relied, *inter alia*, upon the aforesaid judgment in *Caravel Shipping*⁹ and the Division Bench judgment of this Court in *Scholar Publishing House Pvt. Ltd v. Khanna Traders*¹⁰ to hold as follows:

⁷ Emphasis supplied.

⁸ 2021 SCC OnLine Del 3604.

⁹ Supra (note 3).

¹⁰ 2013 SCC OnLine Del 2708.



“13. As held by the Supreme Court, the existence of the arbitration agreement can also be inferred from the stand taken by the parties in the pleadings filed under the petition under Section 11 of the Act. In the instant case, although there is no exchange of statements of claim and defence, in the sense that there is no reply from SRAPL, but the fact remains that the existence of the arbitration agreement specifically alleged by SPL with the narration of transaction, has not been refuted by SRAPL. Pertinently, the existence of the arbitration agreement between the parties has also been categorically asserted in the precursor to the present petition, being the notice invoking arbitration, which was duly served upon SRAPL at two of its addresses in terms of the tracking reports annexed with the petition, but there was no response from SRAPL and thus, the assertion stood not-denied.

14. Besides, the Court at this stage has to only form a prima facie view regarding the existence of the arbitration agreement in terms of Section 11(6A) of the Act. Detailed examination and final determination regarding the existence of the arbitration agreement is in the domain of the Arbitral Tribunal. The Supreme Court, in the case of Vidya Drolia v. Durga Trading Corporation, has observed that “the rule for the Court is ‘when in doubt, do refer’”. Therein, Justice Ramana, in his concurring opinion, has clarified the role of this Court in a Section 11 petition, as follows:

“75. Before we part, the conclusions reached, with respect to question no. 1, are:

a. Sections 8 and 11 of the Act have the same ambit with respect to judicial interference.

b. Usually, subject matter arbitrability cannot be decided at the stage of Sections 8 or 11 of the Act, unless it's a clear case of deadwood.

c. The Court, under Sections 8 and 11, has to refer a matter to arbitration or to appoint an arbitrator, as the case may be, unless a party has established a prima facie (summary findings) case of nonexistence of valid arbitration agreement, by summarily portraying a strong case that he is entitled to such a finding.

d. The Court should refer a matter if the validity of the arbitration agreement cannot be determined on a prima facie basis, as laid down above, i.e., ‘when in doubt, do refer’.

e. The scope of the Court to examine the prima facie validity of an arbitration agreement includes only:

a. Whether the arbitration agreement was in writing? or

b. Whether the arbitration agreement was contained in



exchange of letters, telecommunication etc.?

c. Whether the core contractual ingredients qua the arbitration agreement were fulfilled?

d. On rare occasions, whether the subject matter of dispute is arbitrable?"

15. It must also be noted that the commercial dealing between the parties is demonstrated from the documents placed before this Court by SPL. Copy of the ledger of SPL, as placed on record, exhibits that the parties have been transacting with each other for some time, and some of the invoices raised by SPL have been paid by SRAPL during the same time period as well. Now, if there is sufficient material on record to establish that the condition/clause in the invoices were accepted and acted upon, the parties would be ad idem, and arbitration agreement could be safely inferred. However, in the opinion of the Court, this aspect has to be conclusively decided on the basis of evidence that the parties would lead as well as the surrounding facts and circumstances. However, the same cannot be done at this stage, having regard to the limited jurisdiction exercised by this Court under Section 11 of the Act.

xxxx xxxx xxxx

20. It is clarified that the Court has not examined any of the contentions of the parties on merit, and both the parties shall be free to raise their claims/counter-claims before the learned Arbitrator in accordance with law. All rights and contentions of the parties are left open. SRAPL shall be free to raise all objections as are available under law, including but not limited to the existence of the arbitration agreement before the learned Arbitrator. As and when such a plea is raised, the learned Arbitrator would be competent to rule on their own jurisdiction and decide as to whether there exists an arbitration agreement or not, uninfluenced by the observations made by this Court which are only prima facie in nature."¹¹

d. The same course has been followed in *Swastik Pipe Ltd. v. Savi Auto Industry*¹² and *Swastik Pipe Ltd. v. Ms. Dimple Verma*.¹³

11. Mr. Thukral, on the other hand, draws my attention to two judgments which indicate to the contrary.

¹¹ Emphasis supplied.

¹² Order dated 09.03.2022 in ARB. P. 99/2021.



- a. The judgment of a learned Single Judge of this Court in *Taipack Limited & Ors. v. Ram Kishore Nagar Mal* [“*Taipack*”]¹⁴, in which the Court declined to bind the respondent to an arbitration clause contained in an invoice and delivery documents raised by the lender, holding as follows:

*“13. In my opinion, the submission of the petitioner that there was no existing agreement between the parties to refer the disputes arising out of their commercial relationship to Arbitration, is well founded. **The Arbitrator has rejected the objection as to non-existence of an arbitration agreement on the basis of the said Clause 4 printed on the reverse of the invoices etc. raised by the respondent.** The Arbitrator held that since the petitioner herein received the goods without any protest and prejudice, or without intimating any contrary intention through a letter or notice, it was not open for it to resile from the conditions printed on the bills and invoices of the respondent herein. As per the said clause, the matter was referable to Paper Merchants Association, Chawri Bazaar, for arbitration. Consequently, according to the learned Arbitrator, an arbitration agreement existed between the parties in relation to their commercial transactions and he had jurisdiction to arbitrate the same.*

14. The issue that arises for consideration is whether there was an existing and enforceable arbitration agreement between the parties, to refer their disputes in relation to the contract in question to Arbitration by the Paper Merchants Association (Regd.).

15. Arbitration agreement means an agreement by the parties to submit to arbitration all or certain disputes which have arisen, or which may arise between them in respect of a defined legal relationship, whether contractual or not. It may be in the form of an arbitration clause in a contract or in the form of a separate agreement. An arbitration agreement has necessarily to be in writing. It may be contained, inter alia, in a document signed by the parties, or in an exchange of letters, telex, telegrams or any other means of telecommunication, which provide a record of the agreement.

¹³ 2022 SCC OnLine Del 5148.

¹⁴ 2007 SCC OnLine Del 804.



16. In the present case, there is no arbitration agreement which could be said to be ‘contained in a document signed by the parties’. [See Section 7(4)(a) of the Act]. Therefore, one has to ascertain whether there is an arbitration agreement which could be said to be contained in ‘exchange of letters, telex, telegram or any other means of telecommunication, which provide a period of the agreement’. An “arbitration agreement” is a species of the genus, that is “Agreement”. There has to be, first and foremost an agreement. For the existence of an agreement there has to be “consensus ad idem” between the parties, i.e., they should agree to the same thing in the same sense.

17. In the present case, the petitioner herein made his offer when it placed the purchase order dated 13.2.1997 upon the respondent which, inter alia, contained Clauses 10 and 11 as aforesaid. Clause 10, specifically made any other terms or conditions, contained in any document of the respondents that were in addition to, or in contradiction to those contained therein, inapplicable to the contract unless they were specifically agreed to by the petitioner in writing. Clause 11 subjected all disputes to jurisdiction of Delhi Courts. The respondent acted on this offer by affecting supplies of the goods, and at the same time raised an invoice dated 6.3.1997 for Rs. 1,49,866.17 which contained condition No. 4 as extracted above.

18. What is the legal effect of the aforesaid conduct of the respondent? In my view, when the respondent supplied the goods in compliance of the Purchase Order, it accepted the terms and conditions stipulated therein. The mere printing of condition No. 4 on the reverse of the invoice was, at the highest, an offer made by the respondent to the petitioner. Unless the said offer was accepted by the petitioner, it could not result in a binding and enforceable contract. The inclusion of terms and conditions at the back of the invoice, unilaterally issued by the respondent while affecting delivery of the goods in terms of the petitioner's purchase order, would not bind the petitioner. The purchase order itself made it clear that the petitioner did not intend to refer its disputes to arbitration in respect of the resulting transaction arising out of the said purchase order. Arbitration was clearly contra indicated when the petitioner's purchase order itself stated that “any dispute arising out of this contract shall be subject to the jurisdiction of Courts in Delhi” The respondent was well aware that the petitioner had shunned arbitration, yet the respondent acted



in furtherance of the said purchase order by affecting supplies.

19. On the other hand, there were hardly any further steps required to be taken by the petitioner when the respondent affected supplies and sent its invoice. The supplies having been affected, there was no other step required to be taken by the petitioner, by which it could be inferred that the petitioner consented to the conditions contained on the reverse of the respondent's invoice. The making of the payment by the petitioner for the supplies affected by the respondent cannot be considered to be a step taken by the petitioner to indicate its acceptance of the conditions mentioned by the respondents on the reverse of the invoice. This is so, because the petitioner was, in any case, obliged to make payments for the supplies received by it in accordance with its purchase order.

20. The signature by the petitioners' agent on the respondents copy of the invoice cannot tantamount to acceptance of the respondents so called offer for arbitration. The signatures in such a situation were evidently an acknowledgement of receipt of the goods and nothing more.¹⁵

b. The judgment of the Madras High Court in *NSK India Sales Company Private Ltd. v. Proactive Universal Trading Company Private Ltd.* [“NSK Sales”]¹⁶ followed the judgment of this Court in *Taipack*.¹⁷ The Madras High Court held as follows:

“17. On consideration of the matter, I am of the view that the Judgment of the learned Single Judge of the Delhi High Court in *Taipack Limited v. Ram Kishore Nagar Mal* (2007 (3) ARB.L.R. (402)) (Delhi) and the Judgment of the Calcutta High Court in *Inspiration Cloths & U v. Yash Traders* in 2014 SCC OnLine Cal 19825, set forth the correct legal position with which I am in full agreement, especially in the given facts of the case. An arbitration agreement has to be in writing. This is mandatory. One of the methods by which an arbitration agreement can be construed to be in writing is set out in Clause(b) of sub-section (4) of Section 7 of the said Act. It is specifically provided that the same can be by exchange of letters, telex, telegrams or other means of telecommunication

¹⁵ Emphasis supplied.

¹⁶ 2015 SCC OnLine Mad 10355.

¹⁷ Supra (note 14).



which provide a record of the agreement. There are thus specific modes provided by which the agreement can be construed to be in writing. There is no reference to a method whereby such an arbitration clause can be incorporated by implication-from a collective set of documents of trade where one such contained the arbitration clause.

18. In the sequence of documents issued, it is the respondent who first issued the purchase order. This does not contain an Arbitration Clause. The document of delivery of goods also does not contain an arbitration clause. It is stated to be signed by the 'gate keeper' of the respondent. It is only the invoice issued to the petitioner which contains the arbitration clause and it is stated to have been simultaneously issued in view of the factum of the same being interlinked to the goods received. This document neither contains the declaration in the prescribed form duly signed at the back nor is there any other endorsement so as to consider it as an acceptance on the part of the respondent. There is in fact thus no agreement whatsoever inter se the parties on the issue of the mode of resolution of the dispute through arbitration and there cannot be an arbitration clause by implication in any other document. In fact, the very fact that the respondent has not signed this document would show the unwillingness of the respondent to accept the arbitration as a mode of resolution of dispute, to which the petitioner had never protested.

19. The petitioner cannot confuse the issue of there being a valid transaction inter se the parties through the documents, keeping in mind the provisions of "the Sales of Goods Act, 1930," as the goods were retained by the respondent, not returned and not paid for. This may show that the sale was complete subject to any objection which may be raised by the respondent. No doubt, in the present proceedings, I am not concerned with the resolution of the merits of the controversy, but whether there was a valid and binding arbitration agreement providing for resolution of the dispute through the mode of arbitration? The answer to this is in the negative and thus, the petitioner would have to approach the Civil Court in accordance with law.

20. In view of the finding that there is no valid and binding arbitration agreement inter se the parties, the question of appointment of arbitrator does not arise and thus the petition is



dismissed, leaving the parties to bear their own costs.”¹⁸

12. Upon consideration of the judgments cited, I find the facts of the present case to be closest to the facts obtained in the judgments cited by Mr. Jain. The judgment of the Coordinate Bench in *Swastik Pipe-I*¹⁹, in particular, is virtually on all fours with the facts of the present case. The said judgment concerns the same petitioner and an identical arbitration clause which appeared on invoices issued by it. Although the respondent in that case was unrepresented, the very arguments raised by Mr. Thukral have been considered by the Court and the arbitrator appointed. I find no ground to distinguish the findings in the said judgment, which have been followed by two other coordinate benches, and are binding upon me.

13. The judgments in *Taipack*,²⁰ *NSK Sales*²¹ do, as suggested by Mr. Thukral, indicate to the contrary, but there are distinguishing facts in both those cases, which, in my view, make it apposite to follow the line of authority cited by Mr. Jain. In *Taipack*,²² the first document on record was a purchase order placed by the buyer which did not contain an arbitration clause. The Court held that the supply of goods by the vendor was an acceptance of the offer contained in the purchase order and any additional terms incorporated in the accompanying invoice could only be treated as a counter offer. In fact, the purchase order contained a jurisdiction clause vesting jurisdiction in the Courts in Delhi. The Court, therefore, found the arbitration clause to have been contraindicated by the

¹⁸ Emphasis supplied.

¹⁹ Supra (note 8)

²⁰ Supra (note 14).

²¹ Supra (note 16).

²² Supra (note 14).



purchase order, and did not bind the buyer to such a clause. *NSK Sales*²³ was also similar, as the invoice containing the arbitration clause was preceded by a purchase order which did not contain an arbitration clause.

14. Upon consideration of the aforesaid authorities, I am of the view that the present case is indistinguishable from the three judgments involving this very petitioner, which have been relied upon by Mr. Jain. The petition is, therefore, liable to succeed, however, with the qualification that this discussion is only intended to meet the requirements of *prima facie* satisfaction as to the existence of an arbitration clause. In accordance with the judgments of the Supreme Court in *Vidya Drolia v. Durga Trading Corporation*²⁴ and *BSNL v. Nortel Networks (India) (P) Ltd.*,²⁵ and *NTPC Ltd. v. SPML Infra Ltd.*,²⁶ this Court is conscious of the fact that, at the pre-reference stage, the jurisdiction of the Court is limited. Reference is to be declined only if the Court is *ex facie* satisfied that there is no arbitration agreement between the parties. Otherwise, the default course of action is that, even in doubtful cases, the matter be referred to arbitration, leaving open the question of existence of the arbitration clause for final adjudication by the arbitral tribunal. That is the course I propose to adopt in this case also.

15. For the aforesaid reasons, the petition is disposed of by referring the disputes between the parties to arbitration under the aegis of Delhi International Arbitration Centre, Delhi High Court, Shershah Road, New Delhi [“DIAC”]. DIAC is requested to nominate an Arbitrator from its

²³ Supra (note 16).

²⁴ (2021) 2 SCC 1.

²⁵ (2021) 5 SCC 738.

²⁶ (2023) 9 SCC 385.



2024:DHC:5304



panel. The learned Arbitrator is requested to furnish a declaration under Section 12 of the Act, prior to entering upon the reference. The arbitration proceedings will be governed by the Rules of DIAC, including as to remuneration of the learned Arbitrator.

16. It is made clear that all questions on maintainability [including the existence of an arbitration clause], and merits are left open for adjudication by the learned Arbitrator.

17. The petition stands disposed of in terms of the above.

PRATEEK JALAN, J

JULY 15, 2024

SS/Adhiraj/