



2024:DHC:6237



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IN THE HIGH COURT OF DELHI AT NEW DELHI

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O.M.P. (COMM) 424/2016**VARDHMAN PRECISION PROFILES**

.....Petitioner

Through: Mr. Anurag Ojha, Mr. D.N.
Chaturvedi and Mr. Deepak Somani,
Advocates

versus

INDIAN OIL CORPORATION LTD.

.....Respondent

Through: Ms. Prachi Vashisht and Mr.
Kushagra Pandit, Advocates

CORAM:**HON'BLE MR. JUSTICE C. HARI SHANKAR****JUDGMENT (ORAL)****14.08.2024**

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1. This petition, under Section 34¹ of the Arbitration and**¹ 34. Application for setting aside arbitral award. –**

(1) Recourse to a Court against an arbitral award may be made only by an application for setting aside such award in accordance with sub-section (2) and sub-section (3).

(2) An arbitral award may be set aside by the Court only if—

(a) the party making the application establishes on the basis of the record of the arbitral tribunal that—

(i) a party was under some incapacity; or

(ii) the arbitration agreement is not valid under the law to which the parties have subjected it or, failing any indication thereon, under the law for the time being in force; or

(iii) the party making the application was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings or was otherwise unable to present his case; or

(iv) the arbitral award deals with a dispute not contemplated by or not falling within the terms of the submission to arbitration, or it contains decisions on matters beyond the scope of the submission to arbitration:

Provided that, if the decisions on matters submitted to arbitration can be separated from those not so submitted, only that part of the arbitral award which contains decisions on matters not submitted to arbitration may be set aside; or

(v) the composition of the arbitral tribunal or the arbitral procedure was not in accordance with the agreement of the parties, unless such agreement was in conflict with a provision of this Part from which the parties cannot derogate, or, failing such agreement, was not in accordance with this Part; or

(b) the Court finds that —

(i) the subject-matter of the dispute is not capable of settlement by arbitration under the law for the time being in force, or

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Conciliation Act 1996², raises a very limited issue. All the claims of the petitioner stand rejected by the learned Arbitrator in the impugned arbitral award dated 31 March 2016, on the ground that they were not “notified claims” and were not, therefore, arbitrable.

2. The only issue to be examined is, therefore, whether the said decision of the learned Arbitrator can sustain the scrutiny of Section 34 of the 1996 Act.

Facts

3. The respondent Indian Oil Corporation Ltd³ issued a work order to the petitioner Vardhman Precision Profiles on 9 February 2010, for constructing warehouses at the Paradip Refinery Complex in Odisha.

4. According to the petitioner, the work was completed in November 2011 but the final bill, which included the items of work undertaken by the petitioner, was not paid. Thereafter, on 6 November 2014, the Resident Construction Manager, IOCL, agreed, in writing,

(ii) the arbitral award is in conflict with the public policy of India.

Explanation 1.—For the avoidance of any doubt, it is clarified that an award is in conflict with the public policy of India, only if,—

(i) the making of the award was induced or affected by fraud or corruption or was in violation of Section 75 or Section 81; or

(ii) it is in contravention with the fundamental policy of Indian law; or

(iii) it is in conflict with the most basic notions of morality or justice.

Explanation 2. – For the avoidance of doubt, the test as to whether there is a contravention with the fundamental policy of Indian law shall not entail a review on the merits of the dispute.

(2-A) An arbitral award arising out of arbitrations other than international commercial arbitrations, may also be set aside by the court, if the court finds that the award is vitiated by patent illegality appearing on the face of the award:

Provided that an award shall not be set aside merely on the ground of an erroneous application of the law or by reappreciation of evidence.

² “the 1996 Act” hereinafter

³ “IOCL” hereinafter



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to release certain payments to the petitioner. The petitioner, accordingly, sought arbitration in respect of the remaining claims, included in the final bill raised by the petitioner, but remaining unpaid.

5. Before the learned Arbitrator, IOCL filed an application under Section 16⁴ of the 1996 Act, questioning the jurisdiction of the learned Arbitrator to adjudicate the petitioner's claims. It was contended that, as the claims had not been submitted to arbitration in accordance with the terms and conditions of the contract, they were not arbitrable.

6. After inviting written submissions from both sides and hearing learned Counsel, the learned Arbitrator has, by the impugned award, rejected the petitioner's claim as non-arbitrable, as the petitioner had failed to produce any evidence to indicate that they were notified claims. The petitioner has, however, been granted an opportunity to approach the General Manager⁵ to take a decision whether the petitioner's claims are, or are not, notified. In the event of the petitioner approaching the GM with such a request, the GM has been directed to decide the said issue and, in the event of the GM holding that the claims were notified, the petitioner has been granted liberty to re-agitate the said claims in arbitration.

⁴ 16. **Competence of arbitral tribunal to rule on its jurisdiction. –**

(1) The arbitral tribunal may rule on its own jurisdiction, including ruling on any objections with respect to the existence or validity of the arbitration agreement, and for that purpose,—

(a) an arbitration clause which forms part of a contract shall be treated as an agreement independent of the other terms of the contract; and

(b) a decision by the arbitral tribunal that the contract is null and void shall not entail *ipso jure* the invalidity of the arbitration clause.



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7. Aggrieved by the said award, the petitioner has filed the present petition under Section 34 of the 1996 Act.

8. I have heard Mr. Anurag Ojha, learned Counsel for the petitioner and Ms. Prachi Vashisht, learned Counsel for the respondent.

Analysis

9. As already noted, the brief issue for consideration is whether the learned Arbitrator was correct in rejecting the petitioner's claims as not being notified and, therefore, non-arbitrable.

10. To appreciate this issue, it is necessary to reproduce, *seriatim*, Clauses 6.6.0.0, 6.6.1.0, 6.6.3.0, 6.6.3.1, 9.0.1.0 and 9.0.2.0 of the GCC, thus:

“6.6.0.0 CLAIMS BY THE CONTRACTOR

6.6.1.0 Should the CONTRACTOR consider that he is entitled to any extra payment or compensation in respect of the works over and above the amounts due in terms of the Contract as specified in Clause 6.3.1.0 hereof or should the CONTRACTOR dispute the validity of any deductions made or threatened by the OWNER from any Running Account Bills, *the CONTRACTOR shall forthwith give notice in writing of his claim in this behalf to the Engineer-in-Charge and the Site' Engineer within 10(ten) days from the date of the issue of orders or instructions relative to any works for which the CONTRACTOR claims such additional payment or compensation or of the happening of other event upon which the CONTRACTOR bases such claim, and such notice shall give full particulars of the nature of such claim, grounds on which it is based, and the amount claimed. The OWNER shall not anyway be liable in respect of any claim by the CONTRACTOR unless notice of such claim shall have been given by the CONTRACTOR to the Engineer-in-charge and the Site Engineer in the manner and*

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within the time aforesaid and the CONTRACTOR shall be deemed to have waived any and all claims and all his rights in respect of any claim not notified to the Engineer-in-Charge and the Site Engineer in writing in the manner and within the time aforesaid.

6.6.3.0 Any claims of the CONTRACTOR notified in accordance with the provision of Clause 6.6.1.0 hereof as shall remain at the time of preparation of Final Bill by the CONTRACTOR *shall be separately included in the Final Bill prepared by the CONTRACTOR* in the form of a Statement of Claims attached thereto, giving particulars of the nature of the claim, grounds on which it is based, and the amount claimed and shall be supported by a copy(ies) of the notice(s) sent in respect thereof by the CONTRACTOR to the Engineer-in-Charge and Site Engineer under Clause 6.6.1.0 hereof. In so far as such claim shall in any manner or particular be at variance with the claim notified by the CONTRACTOR within the provision of Clause 6.6.1.0 hereof, it shall be deemed to be a claim different from the notified claim with consequence in respect thereof indicated in Clause 6.6.1.0 hereof, and with consequences in respect of the notified claim as indicated in Clause 6.6.3.1 hereof.

6.6.3.1 *The OWNER shall not anyway be liable in respect of any notified claim not specifically reflected in the Final Bill in accordance with the provisions of Clause 6.6.3.0 hereof and any and all notified claims not specifically reflected and included in the Final Bill in accordance with the provisions of Clause 6.6.3.0 hereof shall be deemed to have been waived by the CONTRACTOR. Further the OWNER shall have no liability in respect thereof and the CONTRACTOR shall not be entitled to raise or include in the Final Bill any claim(s) other than a notified claim conforming in all respects and in accordance with the provisions of Clause 6.6.3.0 hereof.*

9.0.1.0 Subject to the provisions of Clauses 6.7.1.0, 6.7.2.0 and 9.0.2.0 hereof, *any dispute arising out of a Notified Claim* of the CONTRACTOR included in the Final Bill of the CONTRACTOR in accordance with the provisions of Clause 6.6.3.0 hereof, if the CONTRACTOR has not opted for the Alternative Dispute Resolution Machinery referred to in Clause 9.1.1.0 hereof, and any dispute arising out of any Claim(s) of the OWNER against the CONTRACTOR shall be referred to the arbitration of a Sole Arbitrator selected in accordance with the provisions of Clause 9.0.1.1 hereof. It is specifically agreed that the OWNER may prefer its Claim(s) against the CONTRACTOR as counter-claim(s) if a Notified Claim of the CONTRACTOR has been referred to arbitration. The CONTRACTOR shall not, however, be entitled to raise as a set-off defence or counter-claim any claim which is not a

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Notified Claim included in the CONTRACTOR's Final Bill in accordance with the provisions of Clause 6.6.3.0 hereof.

9.0.2.0 Any dispute(s) or difference(s) with respect to or concerning or relating to any of the following matters are hereby specifically excluded from the scope, purview and ambit of this Arbitration Agreement with the intention that any dispute or difference with respect to any of the said following matters and/or relating to the Arbitrator's or Arbitral Tribunal's jurisdiction with respect thereto shall not and cannot form the subject-matter of any reference or submission to arbitration, and the Arbitrator or the Arbitral Tribunal shall have no jurisdiction to entertain the same or to render any decision with respect thereto, and *such matter shall be decided by the General Manager prior to the Arbitrator proceeding with or proceeding further with the reference.* The said excluded matters are:

- (i) With respect to or concerning the scope or existence or otherwise of the Arbitration Agreement:
- (ii) *Whether or not a Claim sought to be referred to arbitration by the CONTRACTOR is a Notified Claim;*
- (iii) *Whether or not a Notified Claim is included in the CONTRACTOR's Final Bill in accordance with the provisions of Clause 6.6.3.0 hereof.*
- (iv) Whether or not the CONTRACTOR has opted for the Alternative Dispute Resolution Machinery with respect to any Notified Claim included in the CONTRACTOR's Final Bill.”

11. From these clauses, the following position emerges:

- (i) Clause 6.6.1.0 requires the contractor to give notice, in writing, of his claims to the Engineer-in-Charge and the Site Engineer within 10 days from the date of issue of orders or instructions in respect of the said work or other event on which the contractor based the claim, with full details thereof. Such claims are, *ipso facto*, “notified claims”. Claims which were not “notified” by following this particular protocol, are deemed to

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be waived. The IOCL has no liability to pay any such non-notified claims.

(ii) Clause 6.6.3.0 requires the contractor to separately include, in its final bill, all such notified claims. The bill is required to be accompanied by the notice(s) under Clause 6.6.1.0 by the contractor to the Engineer-in-Charge and Site Engineer, notifying the claims.

(iii) Clause 6.6.3.1 indemnifies IOCL from the requirement of paying any notified claim not specifically reflected in the final bill, as required by Clause 6.6.3.0. Notified claims, not included in the final bill are, therefore, deemed to have been waived by the contractor.

(iv) Thus, the position that emerges on a conjoint reading of Clause 6.6.1.0, 6.6.3.0 and 6.6.3.1, is that for any claim to be payable to the contractor, it has to be notified in accordance with Clause 6.6.1.0 and separately included in the final bill in accordance with the Clause 6.6.3.0. Failure to fulfil either of these requirements would render the claim not payable.

(v) Clause 9.0.1.0 permits arbitration only in respect of notified claims of the contractor. Claims which are not notified are, therefore, excluded from arbitration.

(vi) *Clause 9.0.2.0 requires the GM, prior to the arbitrator proceeding with reference in respect of the contractor's claims,*

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to arrive at a decision as to whether, inter alia, the claim is notified and, if it is, whether it is included in the final bill in accordance with Clause 6.6.3.0.

12. As already noted, IOCL contended, before the learned Arbitrator, that the petitioner having led no evidence to indicate that the GM had arrived at a decision that the petitioner's claims were notified, they were not arbitrable under Clause 9.0.1.0. The petitioner, despite having been granted repeated opportunities to indicate that the claims were notified, was not able to produce any document to that effect.

13. In these circumstances, the learned Arbitrator has held that, in the absence of any material to indicate that the claims were notified, and that the GM had arrived at a conscious decision in that regard before the disputes were referred to arbitration, the claims were not arbitrable.

14. Before me, Mr. Ojha reiterates the stand taken by the petitioner before the learned Arbitrator, which is that the very fact that the GM referred the dispute to arbitration should be taken as implying that he had, *a priori*, decided that they were notified.

15. The learned Arbitrator has not accepted this submission. This Court is not sitting in appeal over the decision of the learned Arbitrator. All that is to be seen is whether the decision of the learned Arbitrator can be set aside under Section 34 of the 1996 Act.

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16. Having heard learned counsel for both sides, I am of the opinion that no case for interference with the impugned award is made out, within the limited confines of Section 34 of the 1996 Act, for the following reasons:

(i) The submission of the petitioner before the learned Arbitrator which Mr. Ojha has reiterated here is that the very fact that the GM referred the petitioner's claim to arbitration gives rise to a presumption that the claims were notified. There is no contractual covenant which envisages any such presumed notification. The learned Arbitrator, therefore, has rightly not accepted this contention.

(ii) The learned Arbitrator has further held *per contra* that the claims raised by the petitioner were not notified claims as there was no notification of the claims by the GM. Clause 9.0.1.0 specifically envisages a decision regarding notification of the claims being taken by the GM before reference to arbitration. This decision, by the GM, is part of the contractually envisaged pre-arbitral protocol and is not, therefore, derogable.

(iii) *It is not in dispute that, even before this Court, the petitioner has not been able to place, on record, any decision, by the GM, pre-arbitration, that the petitioner's claims were notified.*

(iv) No fault can therefore, be found with the decision of the learned Arbitrator as there was no decision by the GM treating

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the claims as notified, they could not be made subject matter of arbitral dispute. It may be that, in so holding, the learned Arbitrator has adopted a rigid interpretation of the words “such matter shall be decided by the General Manager prior to the Arbitrator proceeding with or proceeding further with the reference” figuring in Clause 9.0.2.0 of the Contract. Even if this Court were to so feel, that cannot constitute “patent illegality” in the impugned award, as would justify its evisceration under Section 34 of the 1996 Act. The Court cannot interfere with an arbitral award, under Section 34, merely on the ground that the Arbitrator could have held otherwise, or adopted another, and what may appear to the Court to be a more appropriate, interpretation of the contractual covenant.

(v) The contract between the parties envisages a specific protocol for notification. Clause 9.0.1.0 which deals with arbitration, refers to notification of the claim in accordance with clause 6.6.3.0. Clause 6.6.3.0 in turn, envisages notification in accordance with clause 6.6.1.0. Clause 6.6.1.0 requires the contractor to give notice in writing of his claim to the Engineer-in-charge/Site Engineer within 10 days from the date of issue of orders or instructions of any work for which the contractor claims additional payment or compensation or on the happening of any other event on which the contractor based his claim. The only communication for raising the claim, to which Mr. Ojha has been able to draw my attention is a communication dated 5 August 2013, the relevant part of which reads thus:

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“Dated: 05th August 2013

Letter Ref No.: VPPT/IOCL-PDRP/EI-TE-RF-SD-RD/20130720

To,

M/s. Udhe India Private Limited
Udhe House, LBS Marg
Vikhroll (W), Mumbai- 400 083, India.

Your reference: LOA No. PJ/CC/WH/PDRP/2009-10/56
LOA dated 9/2/2010 and L/UIS/CC/BSR/R-12/F-3/VPPT/1670

Kind Attention: Mr. Leslie Benhan (Resident Construction Manager)

Dear Sir,

We are in receipt of your letter under reference dated 14-6-2013. Our reply to your letter is as under:

We had submitted our final bill to your site office about a year back and the same was submitted to your kind office again through our letter dated 30th May 2013, as detailed in your letter as referred above we are hereby submitting the same once again for your ready reference and necessary action please **(Enclosed herewith as Annexure-1)**. Also we have already submitted time extension from time to time as asked by your office before releasing of all the necessary payments, hence there is no reason for us to resubmit these documents again. A copy of the Price Variation had already been submitted to your office through our letter dated 30th May 2013; however we are hereby once again submitting the same with all the copies of the purchase orders, invoices, and wholesale price index from the office of Economic Advisor **(Enclosed herewith as Annexure-II)**.

Also all the relevant document in original were submitted by us to your kind office as per clause 5.5.20 of GCC and clause no 17 from time to time for processing each of our running account bills. At this stage we do not have original copies for the same; hence we are submitting copies for each of these through various annexure as attached with this letter.

As per your letter Ref L/UIS/CC/BSR/R-12/F-

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04/VPPT1568 dated 18th April 2013 which itself declares that the subject works had been completed in all respect by November 2011, **the defect liability period which as per the contract was 12 months only, hence the DLP period had been completed in October 2012** which had been over sometime back. Although you are withholding 10% amount as SD deposit from each of our running bills there was no need for extension of PBG as with your office to have been extended upto September 2013. **This extension of Performance Bank Guarantee for period beyond as per the Contract Agreement accounts to two years after works completion which is nowhere as per the CA, hence necessary interest and charges on account of the same shall be refunded back to us as detailed and (Enclosed herewith as Annexure III).** Since we are registered, under MSME act the interest on delayed payments shall be calculated as 3x three time the bank lending ROI compounding monthly.

Release of 5% additional withheld amount on our each running bill which had to be released after works completion in all respects, inspection and acceptance thereof by Engineer-In-charge. Since these warehouses have been used by the concerned office for more than two long years now, hence there is absolutely no reason for your kind office to hold back this sum of money due to us and the same should be released immediately to us with necessary interest as calculated after November 2011 which had been declared as works completion date by your kind office through letter as detailed above. **This amounts to Rs. 69,88,865.50/- (Rupees Sixty nine lacs eight eight thousand eight hundred sixty five and fifty paise only)**

Also while we were released only partial payments against 15th R.A. Bill for the subject works, the RA Bill as was submitted by us to your kind office amounted to Rs.1,03,30,388/- (Rupees One Crore three lacs thirty thousand three hundred and eighty eight only). Copy of the same along receipt from your office is attached herewith for your ready reference please as **(Annexure-IV)**. However we were released partial payments against the same, you are requested to kindly release the balance payments on account of this RA Bill at the earliest.

We now hope that all the necessary documents as requested vide your letter as referred above for processing and

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releasing our due payments to us have been duly fulfilled as per the documents as attached herewith this letter; hence now we anticipate an early *release* of payments due to us. We shall highly appreciate an early action at your kind end please.”

17. There is nothing in the communication dated 5 August 2013, to the effect that it was being raised within the period of ten days envisaged in Clause 6.6.1.0. Though Mr. Ojha has sought to submit that the petitioner had, in fact, come to know of the fact that, from the payments due to the petitioner against the final bill raised by the petitioner, the amounts claimed by the petitioner had been deducted much after the final bill was raised, there is no document on record to the effect that such knowledge was gained by the petitioner within ten days prior to issuance of the notice dated 5 August 2013. The notice dated 5 August 2013, therefore, does not *prima facie* suffice as a notice notifying the claims within the meaning of Clause 6.6.1.0.

18. There is, therefore, no infirmity in the decision of the learned Arbitrator to reject the petitioner’s claims as not being notified and, therefore, not being amenable to arbitration within the meaning of Clause 9.0.1.0 of the contract.

19. This Court’s jurisdiction under Section 34 of the 1996 Act is limited. The Court cannot sit in appeal over the award of the learned Arbitrator. The view taken by the learned Arbitrator is a plausible view. Though Mr. Ojha fervently sought to submit that the very fact that the GM had referred the claims to arbitration itself led to a presumption of notification of the claims, that, at the highest, may be treated as a possible argument. That argument has been recorded and

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does not find favour with the learned Arbitrator. Within the limited jurisdiction of this Court under Section 34 of the 1996 Act, the Court cannot reverse the decision of the learned Arbitrator on this account, even if this Court were to feel that another construction may have been possible.

20. Accordingly, no case arises for this Court to interfere with the impugned award, which stands upheld in its entirety.

21. The petition, accordingly, stands dismissed with no orders as to costs.

C. HARI SHANKAR, J.

AUGUST 14, 2024/yg

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