

# HARYANA VIDYUT PRASARAN NIGAM LTD.

Regd. Office: Shakti Bhawan, Plot No.C-4, Sector-6, Panchkula-134109

Corporate Identity Number- U40101HR1997SGC033683

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To

1. The C.E./MM, UHBVN, Panchkula.
2. The C.E./PD&C, UHBVN, Panchkula.
3. The C.E./P&M, HVPN, Panchkula.
4. The C.E./PD&C, HVPN, Panchkula.
5. The C.E./Commercial, HVPN, Panchkula.
6. The C.E./Projects, HPGCL, Panchkula.
7. The C.E./PTPS, HPGCL, Panipat.
8. The C.E./RTGPP, HPGCL, Khedar (Hisar).
9. The C.E./DCRTPP, HPGCL, Yamuna Nagar.
10. The C.E./MM, DHBVN, Hisar.
11. The C.E./PD&C, DHBVN, Hisar.

Memo No. 71/LB-23(952) Arb.

Dated: 05.07.2021

**Subject: Judgment passed in CWP No.21288 of 2020 titled as Capital Power Systems Ltd. & anr. vs State of Haryana & Ors.**

It is brought to the notice the subject cited case that petitioner firm filed CWP No.21288 of 2020 before the Hon'ble Punjab and Haryana High Court alleging that the condition of minimum average annual turnover of Rs.400 crore is arbitrary, discriminatory and unreasonable as the costs of the tenders were just Rs.57.82 crores and Rs.9.28 crores and the respondent-Nigam has prescribed the impugned criteria only with an ulterior motive to facilitate big corporate houses.

The Hon'ble High Court vide order dated 19.4.2021 dismissed the writ petition. The relevant extract of the order is reproduced here under:

"In the present case the petitioners are unable to show that stringent pre-qualification conditions under challenge, resulted in prequalification of a single company/firm. Furthermore the power of judicial review cannot be invoked just to protect private interest of the petitioners by ignoring larger public interest involved in the tenders in question.

In the light of the above, we do not find any element of arbitrariness, irrationality, discrimination, mala fide or bias on the part of the tendering authority, while incorporating the impugned pre-qualification conditions in NIT (Annexures P-3 & P-4). Thus we are of the view that no ground is made in the instant petition, justifying interference by this Court.

In the result, this writ petition is hereby dismissed."

It is observed by the court that the court would not normally interfere with the policy decision in matters challenging award of contract by the State or public authorities. The Government and its undertakings have a


359/XEN/IT  
07-07-2021

free hand in setting the terms of the tender and only if it is arbitrary, discriminatory, mala fide or actuated by bias, the Court would interfere. The Court cannot strike down the terms of the tender prescribed by the Government just because it feels that some other terms in the tender would have been fair, reasonable or logical.

In view of above, copy of order dated 19.04.2021 passed by the Hon'ble Punjab and Haryana High Court in CWP No. 21288 of 2020 is forwarded to your offices with a request to circulate the aforesaid order amongst the subordinate offices under your control for placing reliance in similarly situated cases in terms of law laid down by Hon'ble High Court.

This issues with the approval of L.R.

DA :Copy of order.

  
Legal Officer,  
for L.R./ HPU, Panchkula.

CC:-

Following is requested to host the aforesaid order on the website of concerned Nigam under the head of 'important judgments':

1. The S.E./Monitoring, UHBVN, Panchkula.
2. The XEN/Monitoring, DHBVN, Hisar.
3. The XEN/IT, HPGCL, Panchkula.
4. The XEN/ITMS, HVPN, Panchkula.

DA: Copy of order.

IN THE HIGH COURT OF PUNJAB AND HARYANA  
AT CHANDIGARH

CWP-21288-2020  
Date of Decision:-19.4.2021

Capital Power Systems Ltd. and Anr.

... Petitioners

Versus

State of Haryana and Anr.

... Respondents

\*\*\*\*\*

CORAM: HON'BLE MR. JUSTICE RAJAN GUPTA  
HON'BLE MR. JUSTICE KARAMJIT SINGH

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Present:- Mr. Narender Hooda, Sr. Advocate with  
Mr. Sudhir Kumar Hooda, Advocate,  
Mr. Aviral Dhirendra, Advocate and  
Ms. Seema, Advocate  
for the petitioners.

Mr. Ankur Mittal, Addl. A.G. Haryana.

Mr. Baldev Raj Mahajan, Sr. Advocate with  
Mr. Aman Bahri, Advocate  
for respondent No.2.

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KARAMJIT SINGH, J.

Case has been heard through video conferencing on account of  
COVID-19 Pandemic.

Petitioners have sought a writ in the nature of Certiorari  
quashing the pre-qualifying condition No.(ii) in the notices inviting tenders  
(in short 'NIT') dated 2.11.2020 (Annexures P-3 and P-4) being arbitrary

and unreasonable with direction to the respondents to allow the petitioners to participate in the bidding process with further direction to the respondents to consider the bids of the petitioners subject to the outcome of the present writ petition.

Case of the petitioners is that petitioner No.1 is engaged in business of manufacturing and supplying of static electronic meters and had been awarded several tenders by various State Governments, in the past. Petitioner No.2 is into the business of manufacturing meters, switchgears, lighting, wires and cables since 1987 and had successfully executed several projects in various States. Respondent No.2 Dakshin Haryana Bijli Vitran Nigam (for short 'DHBVN') vide notices dated 2.11.2020 (Annexures P-3 and P-4) floated tenders for procurement of following materials on FIRM Price & FOR destination basis anywhere in Haryana:-

Description of Item	Total (Min.)	qty.	Est. cost
Whole current AC Single phase two wire DLMS complaint static energy meter (10-60A) of accuracy class 1.0 with communication facility with self locking type polycarbonate meter box conforming to Nigam's Technical specification No.CSC-47/Rev-VII/DH/UH/P&D/2017-18 with latest amendments and as per relevant ISS thereof.	Min.7,00,000 Nos.		Min. 57.82 cr.
	Max. 10,50,000 Nos.		Mas.86.73 Cr.
Date of start	Last date of submission	of Opening date of part-I	
3.11.2020 at 11:00 Hours	25.10.2020 at 13:00 Hours	1.12.2020 at 15:00 Hours	

Description of Item	Total (Min.)	qty.	Est. cost
Three Phase Four Wire DLMS compliant (as per IS:15959, Category "C") AC static watt hour static energy meters Class-I accuracy as per latest version of IS-13779, IEC-62053-21:2003 and CBIP Technical report 325 (latest amendments) and Nigam's Specification No.CSC-48/Rev-V/DH/UH/P&D/2018-2019 of Rating 3X(10-60) A with communication facility with self locking type polycarbonate meter box alongwith latest amendments.	55,000 Nos.		9.28 Cr.
Date of start	Last date of submission	date of Opening part-I	date of
03.11.2020 at 11.00 Hrs.	25.11.2020 13.00 Hrs.	at 01.12.2020	at 15.00 Hrs.

Grievance of the petitioners is directed towards pre-qualification condition No.(ii) of Annexures P-3 and P-4, respectively, which reads as follows:-

Condition No.(ii) of Annexure P-3:-

"The bidder should have a minimum average annual turnover of ₹400 crores, calculated as total certified payments received for contracts in progress and / or completed within the last five (5) years, divided by five (5) years, for metering business only. The above said document shall be duly authenticated by registered CA in the below noted format (Annexure-XII).

The balance sheet of that particular year may also be attached.  
(Estimated cost of material of NIT (taking min. qty. of the tender)  
is ₹57.82 Cr..

Manufacturing small Enterprises that have filed Entrepreneurs Memoranda in Haryana will be entitled to a concession of 70% on the turnover and shall be considered qualifying accordingly.

Manufacturing Micro Enterprises that have filed Entrepreneurs Memoranda in Haryana will be entitled to a concession of 80% on the turnover and shall be considered qualifying accordingly.

Note-1:- To avail concessions/benefits allowed to MSEs in respect of turn over criteria, the firms has to fulfill following eligibility conditions:-

Manufacturing Micro & Small enterprises (MSEs) (including Khadi & village Industries/Units) who have filed Entrepreneur Memorandum in Haryana in respect of the quoted items, Participate directly in tender and not through any intermediaries (their dealers/agents/distributors), will not subcontract to any other firms and to carry the entire manufacturing at their enterprise.

Concerned MSE will be required to submit the copy of Entrepreneurs memorandum in respect of its category of Micro/Small issued to the firm by the Industries Department Haryana as part of Technical bid.

The concessions/benefits as allowed to MSEs of the state in respect of Turnover will also be provided to 'Startups' of the State (having eligibility noted in note appended below) by considering them to be at par with micro and Small enterprises (MSEs) subject

to the conditions that the Startups shall be required to meet the other quality and technical specifications as part of qualifying requirements of the procurements."

Condition No.(ii) of Annexure P-4:-

"The bidder should have a Minimum average annual turnover of ₹400 Crores, calculated as total certified payments received for contracts in progress and / or completed, within the last five (5) years, divided by five (5) years, for metering business only. The above said documents shall be duly authenticated by registered CA in the format attached as Annexure-XII.

The balance sheet of that particular year may also be attached. (Estimated cost of material of NIT (taking min. qty. of the tender) is ₹9.28 Cr.

Manufacturing Micro Enterprises that have filed Entrepreneurs Memorandum in Haryana in respect of the quoted items will be entitled to a concession of 80% on the turnover and shall be considered qualifying accordingly.

Manufacturing Small enterprises (Including Khadi & Village industries) that have filed Entrepreneurs Memoranda in Haryana in respect of the quoted items will be entitled to a concession of 70% on the turnover and shall be considered qualifying accordingly.

Note:- Concerned MSME will be required to submit the copy of Entrepreneurs Memorandum in respect of its category of Micro/Small issued to the firm by the Industries department as part of technical bid."

The aforesaid pre-qualification conditions rendered both the petitioners ineligible to apply as their minimum average annual turnover is less than ₹400 crores each. The petitioners have challenged the said pre-qualifying conditions being arbitrary, discriminatory and unreasonable as the costs of the tenders were just ₹57.82 crores and ₹9.28 crores respectively.

On notice of motion, respondent No.2 filed its reply by way of affidavit of Dalbir Singh, DGM/MM of DHBVN in which it was stated that the pre-qualification conditions, challenged in the present writ petition were fixed by respondent No.2 after evaluation and assessment of its requirement of high quality meters based on past experience of faulty meters and to prevent loss of revenue.

The petitioners filed rejoinder reiterating the pleas taken by them in the writ petition. In the rejoinder it was specifically pleaded that the respondent No.2 has prescribed the impugned criteria only with an ulterior motive to facilitate big corporate houses namely Larson and Toubro, HPL Electric and Power, Genus Power Infrastructure Limited and Secure Meters Limited. The conditions under challenge create an anti-competitive environment by barring the smaller companies like the petitioners.

We have heard the counsel for the parties. The counsel for the petitioners also furnished written submissions.

The counsel for the petitioners while referring to the impugned pre-qualification conditions, submitted that term 'metering business' used in the impugned criteria is of wider connotation and could also include



companies which even do not manufacture meters. Term 'metering business' was used by the tendering authority, to help certain big industrial houses like Larson and Toubro, HPL Electric and Power, Genus Power Infrastructure Limited and Secure Meters Limited.

The counsel for the petitioners further contended that impugned tender conditions are clearly arbitrary as they impose an unreasonable and unrealistic pre-qualification in relation to turn over of the bidders. It was further contended that the pre-qualification criteria is tailor made to ensure that only a particular company or group of companies could participate in the tender process. It was intentionally done to eliminate the other companies like petitioners from participating in the bidding process and thereby to eliminate competition. The learned counsel for the petitioners next contended that the impugned pre-qualification conditions were added to create a monopoly of big industrial houses. Therefore, the impugned criteria violates Article 14 of the Constitution. To substantiate his contentions the counsel for the petitioners referred to Gharda Chemical Ltd. vs. Central Warehousing Corporation, 2005 (80) DRJ 542 (DB) (Delhi), wherein the writ petition filed by the private company was allowed while holding that impugned eligibility pre-qualification criteria was unreasonable, irrational and against the public interest.

While opposing the petition, the learned Advocate General, Haryana submitted that the criteria mentioned in pre-qualification conditions requiring specific turnover could not be termed as arbitrary. Even in the previous years, the same criteria was followed as is evident from Annexure

R-2/1 to Annexure R-2/8. It is further contended that even in the states of Bihar and Jharkhand, similar conditions were imposed as is evident from Annexure R-2/9 and Annexure R-2/10.

The learned Advocate General, Haryana further contended that the impugned tender conditions were not incorporated to help any particular company. The said conditions were introduced after evaluation and assessment of requirement of high quality meters based on past experience of getting faulty meters, which resulted in huge loss of revenue to the State. It was further contended that the quality and durability of meters was the prime consideration while incorporating impugned conditions.

The learned Advocate General Haryana further submitted that the petitioners have failed to establish that the impugned conditions caused any discrimination, arbitrariness or are unreasonable/irrational. It is the prerogative of the tendering authority to impose such conditions to get the best and durable meters available in the country. It was further contended that the writ petition deserves to be dismissed. To strengthen his contentions, the learned Advocate General, Haryana referred to Tata Cellular vs. Union of India (1994) 6 SCC 651, M/s Michigan Rubber (India) Ltd. vs. State of Karnataka and Other, (2012) 8 SCC 216 and M/s Galaxy Transport Agencies, Contractors, Traders, Transports and Suppliers vs. M/s New J.K. Roadways Fleet Owners and Transport Contractors and Ors., Civil Appeal No.4107 of 2020, decided on 18.12.2020 by the Hon'ble Supreme Court.

We have considered rival submissions made by the counsel for the parties and the written submissions supplied by the counsel for the petitioners.

For the purpose of disposal of the present writ petition, the scope of judicial review in the contract matters as considered by the Hon'ble Supreme Court in some of the decisions is required to be dealt with and considered.

In Tata Cellular's case (supra), the Hon'ble Apex Court formulated the following principles:-

- (1) The modern trend points to judicial restraint in administrative action.
- (2) The court does not sit as a court of appeal but merely reviews the manner in which the decision was made.
- (3) The court does not have the expertise to correct the administrative decision. If a review of the administrative decision is permitted it will be substituting its own decision, without the necessary expertise which itself may be fallible.
- (4) The terms of the invitation to tender cannot be open to judicial scrutiny because the invitation to tender is in the realm of contract. Normally speaking, the decision to accept the tender or award the contract is reached by process of negotiations through several tiers. More often than not, such decisions are made qualitatively by experts.

- 5) The Government must have freedom of contract. In other words, a fair play in the joints is a necessary concomitant for an administrative body functioning in an administrative sphere or quasi-administrative sphere. However, the decision must not only be tested by the application of Wednesbury principle of reasonableness (including its other facts pointed out above) but must be free from arbitrariness not affected by bias or actuated by mala fides.
- (6) Quashing decisions may impose heavy administrative burden on the administration and lead to increased and unbudgeted expenditure.

**In Jagdish Mandal vs. State of Orrisa and others, (2007) 14**

**SCC 517**, the Hon'ble Supreme Court observed as under:-

“19. Judicial review of administrative action is intended to prevent arbitrariness, irrationality, unreasonableness, bias and malafides. Its purpose is to check whether choice or decision is made 'lawfully' and not to check whether choice or decision is 'sound'. When the power of judicial review is invoked in matters relating to tenders or award of contracts, certain special features should be borne in mind. A contract is a commercial transaction. Evaluating tenders and awarding contracts are essentially commercial functions. Principles of equity and natural justice stay at a distance. If the decision relating to award of contract is bona fide and is in public interest, courts will not, in exercise of power of judicial review, interfere even if a procedural aberration or error in assessment or prejudice to a tenderer, is made out.

The power of judicial review will not be permitted to be invoked to protect private interest at the cost of public interest, or to decide contractual disputes. The tenderer or contractor with a grievance can always seek damages in a civil court. Attempts by unsuccessful tenderers with imaginary grievances, wounded pride and business rivalry, to make mountains out of molehills of some technical/procedural violation or some prejudice to self, and persuade courts to interfere by exercising power of judicial review, should be resisted. Such interferences, either interim or final, may hold up public works for years, or delay relief and succour to thousands and millions and may increase the project cost manifold. Therefore, a court before interfering in tender or contractual matters in exercise of power of judicial review, should pose to itself the following questions:

i) Whether the process adopted or decision made by the authority is mala fide or intended to favour someone.

Or

Whether the process adopted or decision made is so arbitrary and irrational that the court can say : 'the decision is such that no responsible authority acting reasonably and in accordance with relevant law could have reached.'

ii) Whether public interest is affected.

If the answers are in the negative, there should be no interference under Article 226."

In M/s Michigan Rubber (India) Limited's case (supra), the Hon'ble Supreme Court held as under:-

"From the above decisions, the following principles emerge:

- (a) the basic requirement of Article 14 is fairness in action by the State, and non-arbitrariness in essence and substance is the heartbeat of fair play. These actions are amenable to the judicial review only to the extent that the State must act validly for a discernible reason and not whimsically for any ulterior purpose. If the State acts within the bounds of reasonableness, it would be legitimate to take into consideration the national priorities;
- (b) fixation of a value of the tender is entirely within the purview of the executive and courts hardly have any role to play in this process except for striking down such action of the executive as is proved to be arbitrary or unreasonable. If the Government acts in conformity with certain healthy standards and norms such as awarding of contracts by inviting tenders, in those circumstances, the interference by Courts is very limited;
- (c) In the matter of formulating conditions of a tender document and awarding a contract, greater latitude is required to be conceded to the State authorities unless the action of tendering authority is found to be malicious and a misuse of its statutory powers, interference by Courts is not warranted;
- (d) Certain preconditions or qualifications for tenders have to be laid down to ensure that the contractor has the capacity and the resources to successfully execute the work; and

- (e) If the State or its instrumentalities act reasonably, fairly and in public interest in awarding contract, here again, interference by Court is very restrictive since no person can claim fundamental right to carry on business with the Government.”

In Tamil Nadu Generation and Distribution Corporation Ltd. (TANGEDCO) Rep. by its Chairman and Managing Director and Anr. vs. CSEPD-Trishe Consortium, Rep. by its Managing Director and Anr., Civil Appeal Nos.10182-10183 of 2016, decided on 18.10.2016, the

Hon'ble Supreme Court while allowing the appeals, noted as follows:-

“.....At this juncture we are obliged to say that in a complex fiscal evaluation the Court has to apply the doctrine of restraint. Several aspects, clauses, contingencies, etc. have to be factored. These calculations are best left to experts and those who have knowledge and skills in the field. The financial computation involved, the capacity and efficiency of the bidder and the perception of feasibility of completion of the project have to be left to the wisdom of the financial experts and consultants. The courts cannot really enter into the said realm in exercise of power of judicial review. We cannot sit in appeal over the financial consultant's assessment....”

In Municipal Corporation Ujjain and Anr. vs. BVG India Ltd. and Ors., Civil Appeal No.3330 of 2018, decided on 27.3.2018, the

Hon'ble Supreme Court reiterated as follows:-

- “(a) Under the scope of judicial review, the High Court could not ordinarily interfere with the judgment of the expert

consultant on the issues of technical qualifications of a bidder when the consultant takes into consideration various factors including the basis of non-performance of the bidder;

- (b) xxxxxxxx
- (c) It is not open to the Court to independently evaluate the technical bids and financial bids of the parties as an appellate authority for coming to its conclusion inasmuch as unless the thresholds of mala fides, intention to favour someone or bias, arbitrariness, irrationality or perversity are met, where a decision is taken purely on public interest, the Court ordinarily should exercise judicial restraint..”

Recently in M/s Galaxy Transport Agencies, Contractors, Traders, Transports and Suppliers' case (supra), it was observed as under:-

“Similarly, in *Montecarlo Ltd. v. NTPC Ltd.*, 2016 (15) SCC 272, this Court stated as follows:

..... Exercise of power of judicial review would be called for if the approach is arbitrary or mala fide or procedure adopted is meant to favour one. The decision-making process should clearly show that the said maladies are kept at bay. But where a decision is taken that is manifestly in consonance with the language of the tender document or subserves the purpose for which the tender is floated, the court should follow the principle of restraint. Technical evaluation or comparison by the court would be impermissible. The principle that is applied to scan and understand an ordinary instrument relating to contract in other spheres has to be treated



differently than interpreting and appreciating tender documents relating to technical works and projects requiring special skills.

The owner should be allowed to carry out the purpose and there has to be allowance of free play in the joints."

In support of his claim, the counsel for the petitioners has placed reliance on Gharda Chemical's, case (supra) which was decided by Division Bench of Delhi High Court on 14.2.2005. In the said case Hon'ble Delhi High Court held that the decision of the Central Warehousing Corporation (CWC) to insert the impugned pre-qualification criteria is so unreasonable that having regard to the fact of the case, no reasonable authority could have ever come to and thus attracting the doctrine of 'Wednesbury' unreasonableness and consequently the writ petition was allowed.

In light of the pronouncements (ibid) of the Hon'ble Supreme Court, we are of the view that this Court under Article 226 of the Constitution has got limited scope to interfere in the matter. In case of Tata Cellular (supra) the Hon'ble Supreme Court has specifically emphasized that the terms of the invitation to tender cannot be open to judicial scrutiny because the invitation to tender is in the realm of contract. Normally speaking, the decision to accept the tender or award the contract is reached by process of negotiations through several tiers. More often than not, such decisions are made qualitatively by experts.

It is also settled position of law that the Court would not normally interfere with the policy decision in matters challenging award of contract by the State or public authorities. As noted earlier in the supra

judgments rendered by the Hon'ble Apex Court, the Government and its undertakings have a free hand in setting the terms of the tender and only if it is arbitrary, discriminatory, mala fide or actuated by bias, the Court would interfere. The Court cannot strike down the terms of the tender prescribed by the Government just because it feels that some other terms in the tender would have been fair, reasonable or logical.

Now advertng to the facts of the present petition, the contention raised by the petitioners that term 'metering business' also includes the companies which do not even manufacture meters, is not tenable. Pre-qualification condition No.(i) of the tenders clearly provides that the bidder must possess valid ISO-9001:2008 certification for meter manufacturing, ISO-27001:2005 for information security management system and ISO-14001:2004 for environmental management system and should be a manufacturer/authorized agent of manufacturer if manufacturer being outside India. So there is no doubt that in case of Indian Companies only those were eligible, who were having ISO-9001:2008 certification for meter manufacturing.

In the instant case the grievance of the petitioners that the terms of NIT, virtually create a monopoly in favour of parties having turnover of more than ₹400 crores, is also without substance. The selection of a competent party having vast experience in metering business through an open tender procedure, could not be termed as an act of creating monopoly. What has been argued is that as per the terms of NIT only the companies having a minimum average turnover of ₹400 crores are eligible to

on the turnover, to be considered eligible for bidding. Even to encourage 'startups' of the State, they were also considered at par with micro and small enterprises for the purpose of eligibility.

The requirement of respondent No.2 is to get good quality of meters. Generally complaints are received by the Power Corporations from the consumers regarding installation of faulty and defective meters. Beside this large number of complaints relating to theft of energy by tampering with the meters, are also received by the Power Corporations, which results in causing loss to the State Exchequer. In the impugned tenders certain conditions have been incorporated under the heading 'anti tamper features', which includes-the meters should not be affected by any remote control device and continue recording energy correctly even if input and output terminals or phase and neutral are interchanged. In its reply, in the form of the affidavit, respondent No.2 has specifically stated that the turn over criteria was enhanced to ₹400 crores to invite bids only from established, robust and techno commercially qualified firms, on the basis of previous bad experience of high damage rate of meters, which were earlier supplied to it by a particular firm. Thus making it clear that the tenders in question were floated by respondent No.2 to procure high quality of meters, having anti-tamper features, with aim to prevent theft of energy and thereby minimizing loss of state revenue.

The petitioners have also brought to the notice of the Court, office memorandum dated 17.12.2002 (Annexure P-12) issued by Central Vigilance Commission (in short 'CVC') with regard to pre-qualification

criteria incorporated in the tender documents by various Government Departments/Organizations. From the perusal of the same, it is apparent that the said instructions were issued by CVC for guidance only with regard to fixing of pre-qualification criteria. So it is clear that the aforesaid office memorandum was not mandatory in nature and thus is not of any help to the petitioners.

In the present case the petitioners are unable to show that stringent pre-qualification conditions under challenge, resulted in pre-qualification of a single company/firm. Furthermore the power of judicial review cannot be invoked just to protect private interest of the petitioners by ignoring larger public interest involved in the tenders in question.

In the light of the above, we do not find any element of arbitrariness, irrationality, discrimination, mala fide or bias on the part of the tendering authority, while incorporating the impugned pre-qualification conditions in NIT (Annexures P-3 & P-4). Thus we are of the view that no ground is made in the instant petition, justifying interference by this Court.

In the result, this writ petition is hereby dismissed.

(RAJAN GUPTA)  
JUDGE

(KARAMJIT SINGH)  
JUDGE

19.4.2021  
Gaurav Sorot

Whether reasoned / speaking?	Yes / No
Whether reportable?	Yes / No