

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

% **Date of decision: 4th December, 2020**

+ **FAO(OS)(COMM) No.68/2020, CM No.12631/2020 (for ad-interim stay) & CM No.15906/2020 (of respondent for appropriate orders / directions)**

CHINTELS INDIA LTD.Appellant

Through: Mr. Rajshekhar Rao, Mr. Arshdeep Singh, Mr. Kotla Harshvardhan, Mr. Areeb Amanullah, Mr. Kartik Sundar, Ms. Vishakha Gupta, Mr. Shreedhar Kale, Advs. with Mr. Rakesh Kumar, AR.

Versus

BHAYANA BUILDERS PVT. LTD.Respondent

Through: Mr. Gaurav Mitra, Ms. Manmeet Kaur, Mr. Yashvardhan Bandi & Ms. Anjali Dwivedi, Advs.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

HON'BLE MS. JUSTICE ASHA MENON

[VIA VIDEO CONFERENCING]

RAJIV SAHAI ENDLAW, J.

1. This appeal, under Section 37(1)(b) of the Arbitration & Conciliation Act, 1996 (Arbitration Act) read with Section 13 of the Commercial Courts Act, 2015, impugns the order and judgment dated 4th June, 2020 of the Commercial Division of this Court, in I.A. No.14679/2019 (for condonation of delay in filing) and I.A. No.14682/2019 (for condonation of delay in re-filing) of OMP (COMM) No.444/2019 under Section 34(1) of the Arbitration Act, refusing to condone the delay and of consequent dismissal of OMP(COMM) No.444/2019.

2. The appeal came up first before this Court on 16th June, 2020, when notice thereof was issued and pleadings ordered to be completed.

3. On the subsequent date i.e. 13th July, 2020, the counsel for the respondent stated that the respondent shall stay their hands in the execution proceedings pending before the Commercial Division in relation to the arbitral award having force of the decree, subject matter of the appeal. On 22nd July, 2020, CM No.15906/2020 of the respondent seeking a direction to the appellant to deposit the award amount with upto date interest in the Court, came up before the Court and pleadings thereon also ordered to be completed. Thereafter the matter was adjourned from time to time, for completion of pleadings.

4. On 5th November, 2020, when the matter came up before this Bench, on learning of the order / judgment in appeal, we drew the attention of the counsels to **BGS SGS Soma JV Vs. NHPC Ltd.** (2020) 4 SCC 234, *inter alia* holding that the appeals in arbitration matters are maintainable only under Section 37 of the Arbitration Act and not under Order XLIII Rule 1 or under Section 10 of the Delhi High Court Act, 1966 and further holding that refusal to set aside the arbitral award under Section 34, to be appealable under Section 37, must be after the grounds set out in Section 34 have been applied to the arbitral award in question and after the Court has turned down such grounds. However during the hearing on 5th November, 2020, we further observed as under:

“5. Though in the present case the grounds set out in Section 34(2) have not been applied to the arbitral award, for refusing to set aside the arbitral award but the ground provided

in Section 34(3) has indeed been applied. We have informed the counsel for the respondent that though in our prima facie opinion the words "after the grounds set out in Section 34 have been applied to the arbitral award in question and after the court has turned down such grounds" used in the aforesaid judgment cannot be restricted to the grounds under Section 34(2) only and would include the grounds under Section 34(3) as well and enquired, whether he would like to argue on the said aspect."

On request of Mr. Gaurav Mitra, Advocate for the respondent, for time to consider, the matter was adjourned to 26th November, 2020, when we heard the counsels at length and reserved orders.

5. In view of our observations aforesaid in the order dated 5th November, 2020, we, on 26th November, 2020, first called upon Mr. Gaurav Mitra, Advocate for the respondent to argue. Mr. Gaurav Mitra, Advocate for the respondent contended, that (i) there is no inherent right to appeal unless conferred by law; (ii) there is a difference between the language of Section 34(2) and Section 34(3) of the Arbitration Act; (iii) Section 34(3) is not a ground for whether to set aside the award or not; (iv) while Section 34(2) provides "An arbitral award may be set aside by the Court only if –", Section 34(3) provides "An application for setting aside may not be made after three months have elapsed from the date on which the party making that application had received the arbitral award....."; (v) had the intent of the legislature been to constitute Section 34(3) also as a ground, whether to set aside the award or not, the language of Section 34(3) would have said "an arbitral award may not be set aside if the application for setting aside

has been made after three months.....”; (vi) Section 34(3) is a bar to the very maintainability of the application for setting aside of the award and if there is no application, the question, whether to set aside the award or not, does not even arise; (vii) **BGS SGS Soma JV** supra is also on the aspect of maintainability of the application for setting aside of the award; (viii) it makes no difference, whether maintainability of the application for setting aside of the award is on the ground of territorial jurisdiction, as was the case in **BGS SGS Soma JV** supra or on the ground of limitation, as is the case here; and, (ix) if it is held that, refusal to set aside the award on the ground of the application therefor having not been filed within the prescribed time, is appealable, the same will result in the outcome of refusal to condone the delay, resulting in an appealable order but the outcome of condoning the delay, conferring no right to appeal; the right to appeal cannot be dependent on the outcome, with the order condoning the delay not conferring right to appeal and the order refusing to condone the delay conferring a right to appeal.

6. At this stage, we halted the arguments of the counsel for the respondent and drew his attention to other situations viz. of an application for leave to defend under Order XXXVII Rule 5 of the Code of Civil Procedure, 1908 (CPC); while refusing leave to defend results in an appealable decree, allowing the application is not appealable.

7. The counsel for the respondent then did not press the said argument further.

8. Mr. Gaurav Mitra, Advocate for the respondent, continuing with his arguments, drew our attention to paragraphs no.13 to 17 of **BGS SGS Soma**

JV supra approving the dicta of this Court in *Harmanprit Singh Sidhu Vs. Arcadia Shares & Stock Brokers Pvt. Ltd.* 2016 SCC OnLine Del 5383 (DB) and then to the relevant portions of the said judgment and to *State of Maharashtra Vs. Ramdas Construction Co.* 2006 SCC OnLine Bom 690 (DB).

9. The Supreme Court, in *BGS SGS Soma JV* supra was concerned with an application under Section 34 of the Arbitration Act, filed in the court of District & Sessions Judge, Faridabad, Haryana, who returned the said Section 34 petition for presentation to the proper court having jurisdiction in New Delhi and aggrieved wherefrom an appeal under Section 37 of the Arbitration Act was preferred to the High Court of Punjab & Haryana at Chandigarh. The High Court of Punjab & Haryana held the appeal to be maintainable and allowed the appeal. Supreme Court, on being approached, after examining Section 37 of the Arbitration Act and Section 13 of the Commercial Courts Act, 2015, unequivocally held (a) relying on *Kandla Export Corporation Vs. OCI Corporation* (2018) 14 SCC 715, that orders that are not specifically enumerated under Order XLIII CPC would not be appealable and appeals that are mentioned under Section 37 of the Arbitration Act alone are appeals that can be made to the Commercial Appellate Division of a High Court; (b) Section 13(1) of the Commercial Courts Act merely provides the forum for filing appeals and does not confer an independent right of appeal; (c) it is the parameters of Section 37 of the Arbitration Act alone which have to be looked at in order to determine whether the appeal is maintainable; (d) Section 37(1) of the Arbitration Act makes it clear that appeals shall only lie from the orders set out in sub clauses (a), (b) and (c) and from no others; (e) the High Court of Punjab &

Haryana had reasoned that even where a Section 34 application is ordered to be returned to the appropriate court, such order would amount to an order refusing to set aside the arbitral award under Section 34; (f) interestingly, under the proviso to Section 13(1A) of the Commercial Courts Act, Order XLIII of CPC is also mentioned; (g) however the said provision is conspicuous by its absence in Section 37 of the Arbitration Act, which alone can be looked at for filing appeals against orders setting aside or refusing to set aside awards under Section 34; (h) the refusal to set aside an arbitral award must be under Section 34 i.e. the grounds set out in Section 34 must have been applied to the arbitral award; (i) when there is no adjudication under Section 34 of the Arbitration Act and the petition under Section 34 of the Act is simply returned on the ground that the court had no territorial jurisdiction, there is no application of grounds under Section 34; and, (j) the appeal against the said order does not fall within the ambit of Section 37 of the Arbitration Act and is not maintainable.

10. A Co-ordinate Bench of this Court in *Harmanprit Singh Sidhu* supra, was concerned with an appeal against an order of the Commercial Division of this Court condoning the delay in filing an application for setting aside of the award. It was the contention of the appellant therein that the Commercial Division ought not to have condoned the delay. Holding the appeal to be not maintainable, it was reasoned, that (i) Section 8 of the Commercial Courts Act relied upon by the counsel for the appellant therein had no application because it relates to an interlocutory order of a 'Commercial Court'; a Commercial Court, by definition as per Section 2(1)(b) read with Section 3(1) of the Commercial Courts Act, is a Court at the district level; the order impugned in the appeal was an order passed, not by a Commercial

Court but by the Commercial Division of this Court and thus Section 8 of the Commercial Courts Act had no application; (ii) Section 13 of the Commercial Courts Act though speaks of appeals from a judgment and order, but the proviso to Section 13(1) makes it clear that the appeal would lie from such orders passed by, *inter alia* Commercial Division, that are specifically enumerated under Order XLIII of the CPC and Section 37 of the Arbitration Act; the use of the word 'and' in the proviso to Section 13(1) is only to specify that an appeal would lie against any order passed by *inter alia* Commercial Division which finds mention in the list of orders specified in Order XLIII CPC and Section 37 of the Arbitration Act; (iii) the order impugned in that appeal having been passed in a proceeding arising out of an arbitral award, would have to be governed by Section 37 of the Arbitration Act; (iv) Section 13 of the Commercial Courts Act does not amplify the scope of the appealable orders specified in Section 37 of the Arbitration Act – it actually reiterates that, in a matter of arbitration, an appeal shall lie only from the orders specified in Section 37 of the Arbitration Act; (v) Section 13(2) reinforces this by providing that notwithstanding anything contained in any other law for the time being in force or Letters Patent of a High Court, no appeal shall lie from any order or decree of a Commercial Division or Commercial Court otherwise than in accordance with the provisions of the Commercial Courts Act; (vi) an appeal under Section 37 of the Arbitration Act can lie only from orders specified in Clauses (a),(b) and (c) thereof; (vii) vide the order impugned therein, the arbitral award had been neither set aside nor refused to be set aside; (viii) the appellant therein would only be aggrieved if the award were to have been set aside in whole or in part and which had not happened; (ix)

the Commercial Division had merely condoned the delay in re-filing the application under Section 34 and which in no way impacted the arbitral award; (x) it was always open to the appellant therein to urge that the delay ought not to have been condoned, if the arbitral award were to be ultimately set aside in part or in whole and against which decision, the appellant would have a right to prefer an appeal under Section 37, on merits as also on the ground that the delay ought not to have been condoned; (xi) this was also in line with the scheme of the Arbitration and Conciliation Act inasmuch as entertaining an appeal would stall the consideration whether the award should be set aside or not; and, (xii) the remedy against the order condoning the delay was only deferred till the stage of decision, whether the award were to be set aside or not.

11. Mr. Gaurav Mitra, Advocate for the respondent thus argued that since this Court in *Harmanprit Singh Sidhu* supra has held the appeal to be not maintainable against the order condoning the delay, it conversely follows that the appeal is not maintainable also against the order refusing to condone the delay.

12. As far as *Ramdas Construction Co.* supra referred to by the counsel for the respondent is concerned, the Division Bench of the High Court of Bombay therein was concerned with an appeal against an order of rejection of an application for condonation of delay in applying for setting aside of the award. Holding the appeal to be not maintainable, it was reasoned, that (i) the impugned order had not dealt with the issue whether the arbitral award should be set aside or not and merely dealt with the issue in relation to delay in filing an application for setting aside of the award; (ii) Section

34(1) of the Arbitration Act provides that the 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); (iii) in other words, an application for setting aside of an award should satisfy the requirements of Sub-Section (2) as well as Sub-Section (3) of Section 34; (iv) merely because the application satisfies the requirement of any one of Sub-Sections (2) and (3) of Section 34, it cannot be said that it is a valid and lawful application under Section 34(1) of the Act; such application has necessarily to satisfy the requirements of both the Sub-Sections; (v) Section 34(3) provides that an application for setting aside may be made after three months have elapsed from the date on which the party making such application had received the arbitral award or, if a request had been made under Section 33, from the date on which that request had been disposed of by the Arbitral Tribunal; provided that if the Court is satisfied that the applicant was prevented by sufficient cause from making the application within the said period of three months, it may entertain the application within a further period of thirty days, but not thereafter; this provision of law expressly reveals that the legislature has provided specific period of limitation for filing an application for setting aside of the award and simultaneously the Court has been given discretion to extend such period only by thirty days and not beyond the said period of thirty days; (vi) the scope of enquiry under Section 34(3) is restricted to the cause for delay in filing the application but it does not relate to the merits of the application for setting aside of the award; (vii) being so, an order which is to be passed in exercise of powers under Sub-Section (3) of Section 34, cannot extend to the subject matter of application for setting aside of the award but has to restrict

to the aspect of delay in filing such application; (viii) such an order is not contemplated to be an appealable order within the meaning of Section 37 which refers to the orders dealing with the aspect of setting aside or refusing to set aside an arbitral award; (ix) Section 37 does not refer to the proceedings preceding the enquiry in relation to the issue of setting aside or refusing to set aside an arbitral award; (x) the subject matter of delay in filing an application and the condonation thereof relates to the proceedings preceding the enquiry for setting aside or refusing to set aside an arbitral award; (xi) once it is clear that Section 37(1)(b) does not contemplate any order passed in such proceeding relating to matter preceding the enquiry in relation to setting aside or refusing to set aside an arbitral award, such an order cannot be considered as an appealable order within the meaning of Section 37; (xii) vide the order impugned therein, the application under Section 34 was rejected as barred by time as a consequence of the refusal to condone the delay and the Court had not dealt with the application for setting aside of the award on merits; (xiii) the appealable order which is contemplated for the purpose of exercise of appellate jurisdiction is the one which deals with the merits of the case in relation to the claim for setting aside of the arbitral award; (xiv) the jurisdiction of the Court to entertain an application to set aside the award depends upon the existence of an application which satisfies the requirements of Section 34(2) and (3); (xv) in absence of such lawful application, the Court is not entitled to entertain the same; (xvi) the use of the word 'only' and "in accordance with" in Section 34(1) discloses the intention of the legislature to make compliance of both the Sub-Sections (2) and (3) to be mandatory, to have a lawful application for exercise of jurisdiction regarding the subject of setting aside of the award

by the Court; and, (xvii) in the face of such language, the contention of the appellant therein that there was no remedy available under the Arbitration Act to challenge the award and dismissal of the application for setting aside of the award should be construed as an order under Section 34(1), could not be accepted.

13. Mr. Gaurav Mitra, Advocate for the respondent contended that the aforesaid judgment of the Bombay High Court applies to the present controversy on all fours. Mr. Gaurav Mitra, Advocate for the respondent however stated that he had not found the aforesaid judgment of the Bombay High Court to have been taken to the Supreme Court.

14. Mr. Rajshekhar Rao, Advocate for the appellant, in the best traditions of the bar, drew attention to the order dated 12th April, 2017 of the Supreme Court in Civil Appeals No.5247-5248/2007 titled *State of Maharashtra Vs. Ramdas Construction Co.*, included in his compilation of judgments. On a perusal thereof, we find the Supreme Court to have observed / held “the primary issue, that emerges for consideration is, whether the dismissal of the application filed by the appellants under Section 34 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the “Arbitration Act”), by the District Judge, Nagpur, was justified in law”, and referring to *State of Himachal Pradesh Vs. Himachal Techno Engineers* (2010) 12 SCC 210, to have concluded that “in view of the legal position declared by this Court, on the subject of limitation under Section 34 of the Arbitration Act, we are of the view that the order passed by the District Judge, Nagpur, calls for no interference” and that “in view of the above, we find no justification to interfere with the impugned orders passed by the High Court. The instant

appeals are accordingly dismissed.” The said order shows that though the Supreme Court did not go into the aspect of maintainability of an appeal under Section 37(1)(b) against an order refusing to condone the delay for filing an application for setting aside of the award, but having not found in favour of the appellants therein on the issue of refusal to condone the delay, dismissed the appeal.

15. Mr. Rajshekhar Rao, Advocate for the appellant, seeking to distinguish **BGS SGS Soma JV** supra has contended, that while refusal of an application under Section 34(1) on the ground of territorial jurisdiction leaves open to the person aggrieved by the arbitral award, the remedy of approaching the correct Court of territorial jurisdiction, the refusal to condone the delay, has an element of finality, leaving no remedy open to the person aggrieved by the arbitral award. It was argued, that this vital difference makes the law laid down in **BGS SGS Soma JV** supra inapplicable to appeals against orders refusing to condone the delay in applying under Section 34(1). Attention in this regard was also drawn to **Harmanprit Singh Sidhu** supra, expressly holding that the remedy of the person aggrieved from the order of condonation of delay is only deferred till the decision on the application whether to set aside the arbitral award or not inasmuch if the arbitral award is set aside, in appeal against the said order, the ground that delay ought not to have been condoned can also be urged. It was argued that on the contrary, refusal to condone the delay has an element of finality, closing all doors to the person aggrieved from the award; it was further contended that the view taken in **Harmanprit Singh Sidhu** supra has its genesis in the scheme of expediency under the Arbitration Act but which has no application to a case of an order refusing to condone the delay.

16. Mr. Rajshekhar Rao, Advocate for the appellant, forever pushing the bar higher, in a further attempt to distinguish the present case from **BGS SGS Soma JV** supra, contended that the effect of dismissal of a remedy provided in law, even if on the ground of limitation, is of affirmation of the underlying decision. Attention was also drawn to **Chief Engineer, BPDP/REO, Ranchi Vs. Scoot Wilson Kirpatrick India (P) Ltd.** (2006) 13 SCC 622, where, concerned with the order of a Single Judge of the Jharkhand High Court holding the appeal against an order refusing condonation of delay in applying under Section 34(1) to be not maintainable, relying on **Essar Constructions Vs. N.P. Rama Krishna Reddy** (2000) 6 SCC 94 and **Union of India Vs. Manager, M/s Jain and Associates** (2001) 3 SCC 277 (although both pertaining to the Arbitration Act, 1940), the judgment of the Single Judge was set aside, the appeal held to be maintainable and remitted to the Single Judge for decision in accordance with law. Attention was also invited to a judgment of the Single Judge of the High Court of Bombay in **E-Square Leisure (P) Ltd. Vs. K.K. Dani Consultants** 2013 SCC OnLine Bom 183 holding that refusing to condone the delay in applying for setting aside of the award would amount to an order refusing to set aside the award and would be appealable. Attention was also invited to **Crompton Greaves Ltd. Vs. Annapurna Electronics** 2015 SCC OnLine Kar 5906 (DB), also holding an appeal to be maintainable against the order refusing to condone the delay in applying for setting aside of the award, by reasoning that a Court can decline to set aside the arbitral award if the applicant fails to furnish proof of the grounds mentioned in Sub-Section (2) of Section 34 or if the application is not made within the time prescribed under Sub-Section (3); in either of these

circumstances, an appeal under Section 37 can be made. Reliance was also placed on *Jayshri Ginning & Spinning (P) Ltd. Vs. C.A. Galiakotwala & Company Pvt. Ltd.* 2016 SCC OnLine Bom 5067 (DB), also taking a different view from that taken in *Ramdas Construction Co.* supra and holding an appeal against the order refusing to condone the delay in applying for setting aside of the award to be maintainable.

17. Mr. Gaurav Mitra, Advocate for the respondent contended that while *Chief Engineer, BPDP/REO, Ranchi* supra is a judgment of the two Judge Bench and refers and relies upon the judgments under the Indian Arbitration Act, 1940, from which the 1996 Act materially differs, the order of dismissal of the appeal arising from the dicta of the Bombay High Court in *Ramdas Construction Co.* supra is of a three Judge Bench and in the context of 1996 Act itself. He has further contended that *Chief Engineer, BPDP/REO, Ranchi* supra does not independently decide the issue and merely refers to the judgments under the 1940 Act. He has, matching the quality of arguments, hearing which is always a pleasure, further argued that Section 34, which is a complete code for recourse against the arbitral award, comprises of three distinct Sub-Sections, with sub-section (1) thereof providing that the recourse is “only by an application.....in accordance with sub-section (2) and sub-section (3)”, sub-section (2) laying down the grounds on which alone arbitral award can be set aside and sub-section (3) providing the threshold for maintainability of an application under Section 34(1). It was re-emphasized that the grounds, on the anvil whereof the decision, whether to set aside an arbitral award or not, and against which decision only an appeal is provided, are contained only in Section 34(2) of

the Arbitration Act and not in Section 34(3), which is merely a threshold provision.

18. We have considered the rival contentions. Though, as observed by us in the hearing on 5th November, 2020, in view of **BGS SGS Soma JV** supra having referred to the grounds under Section 34 in entirety and not confined to Section 34(2) only, we were inclined to differentiate between a case of return of an application under Section 34 on the ground of the Court to which it is presented not having territorial jurisdiction, on the one hand and rejection of an application under Section 34 on the ground of having not been filed within the prescribed time, on the other hand, but in view of the Supreme Court having been approached against **Ramdas Construction Co.** supra, expressly holding an appeal as the one before us, to be not maintainable under Section 37, and having dismissed the appeal with a speaking order, though not expressing any opinion on the maintainability of the appeal, we consider ourselves bound thereby and hold this appeal to be not maintainable.

19. We may however observe that Section 37(1)(b) also, while providing for the appealable orders, refers to Section 34 in entirety and not to Section 34(2); though **BGS SGS Soma JV** supra has held that the order which is appealable thereunder is an order testing the arbitral award on the grounds set out in Section 34 but in our humble opinion if the intention of the legislature was to confine the appeals only to grounds under Section 34(2), nothing prevented them from, instead of referring to Section 34 generally in Section 37(1)(c), referring only to Section 34(2). We are of the view that sub-section (3) of Section 34, by use of the words 'but not thereafter', as

interpreted in *Union of India Vs. Popular Construction Co.* (2001) 8 SCC 470, restricts the power otherwise vested in Court to condone the delay beyond thirty days, the same also creates a ground of time bar for refusing to set aside the award and is part of the self-contained code for setting aside of the award; thus, refusal to set aside an award on the ground of the said time bar, would be a refusal within the meaning of Section 37 and appealable under Section 37. There is also merit in the contention of Mr. Rajshekhar Rao, Advocate for the appellant that refusal to condone the delay also entails affirmation of the underlying order. Mention in this regard may be made of Section 27 of the Limitation Act, 1963 which, though in the context of suit for possession of any property, extinguishes the right to property at the determination of the period prescribed for instituting the suit for possession thereof. However we need not discuss further since, as aforesaid, we are bound by the dicta in *BGS SGS Soma JV* and *Ramdas Construction Co.* supra.

20. We may also consider another aspect. By reading Section 37 as not permitting an appeal against refusal to condone the delay in applying for setting aside of the award, the persons aggrieved by the award are left with no remedy but to approach the Supreme Court by way of a petition under Article 136 of the Constitution of India. The refusal to set aside the award may not necessarily be by the Commercial Division of the High Court but may also be by the Commercial Courts of the country. No other remedy would be available to the persons aggrieved by the award, against the decision of any Commercial Court in the country refusing to condone the delay in applying for setting aside of the award, leaving such persons either with the option of accepting / remaining bound by the award even if having

excellent grounds for setting aside of the same or of approaching the Supreme Court under Article 136 of the Constitution of India, thereby putting an avoidable burden on the Supreme Court which, as per the scheme of the Constitution of India, was envisaged to hear limited number of matters entailing constitutional issues and not to hear matters of condonation of delay. Though undoubtedly the scheme of expediency and limited judicial intervention is ingrained in the Arbitration Act but at the same time it cannot be forgotten that the Act nevertheless provides remedies against the arbitral award and it is felt that to vest the order, of any Commercial Court in the country refusing to condone the delay in applying for setting aside of the award, and which delay can be for varying reasons as diverse as the social, geographical and economic conditions prevalent in this country, and not even providing any opportunity to the High Courts to have a look therein, would be a very harsh outcome.

21. Thus, while dismissing the appeal as not maintainable, being bound by the dicta of the Supreme Court in *BGS SGS Soma JV* and in *Ramdas Construction Co.* supra, we grant certificate under Article 133 read with Article 134A of the Constitution of India to the appellant.

RAJIV SAHAI ENDLAW, J.

ASHA MENON, J.

DECEMBER 04, 2020
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