IN THE NATIONAL COMPANY LAW TRIBUNAL
KOCHI BENCH, KOCHI

CP(IBC)/10/KOB/2024

(*Under Section 7 of the Insolvency and Bankruptcy Code, 2016 read with Rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating Authority)Rules, 2016.*

In the matter of:

M/s. Pelican Biotech and Chemicals Labs Pvt. Ltd.

Memo of parties: -

M/s. Biotechnology Industry Research Assistance Council (BIRAC), Fifth Floor, NSIC Business Park, NSIC Bhawan, Okhla Industrial Estate, New Delhi- 110 020, India. Represented by its Authorized Signatory and Deputy Manager- Legal, Mr. Amit Kumar. Email:- user12.birac@nic.in.

... Financial Creditor.

-Versus-

M/s. Pelican Biotech and Chemical Labs Pvt. Lt., Building No. 601A, Vayalar, Cherthala Taluk, Vayalar P.O., Alappuzha, Kerala- 688 536. Email:- pelican.labs@gmail.com. .

... Corporate Debtor.

Order delivered on: 28.05.2024

Coram:

Hon'ble Member (Technical) **Hon'ble Member (Judicial)**

Shri. Shyam Babu Gautam **TMT. Justice (Retd.) T. Krishna Valli**

Appearances:

For the Financial Creditor : Mr. Kevin Thomas, Adv.

For the Corporate Debtor : Mr. Akhil Suresh, Adv.

O R D E R

Per: Coram

1. Under consideration is Petition No. CP(IBC)/10/KOB/2024 filed by the Financial Creditor, M/s. Biotechnology Industry Research Assistance Council (BIRAC) against the Corporate Debtor M/s. Pelican Biotech and Chemicals Labs Pvt. Ltd., invoking Section 7 of the Insolvency and Bankruptcy Code, 2016 read with Rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016 to initiate Corporate Insolvency Resolution Process for the total default amount of **Rs. 3,42,00,298.52/- (Rupees Three Crore Forty-Two Lakh Two Hundred Ninety Eight Rupees and Fifty Two Paise Only)** in respect of credit facility availed by them from the Financial Creditor. The date of default for the 1st project loan is 27.08.2017 and the date of default for the 2nd project loan is 01.04.2015.

2. The facts as narrated in the petition and explained by the Financial Creditor are summarized hereunder:

i. The Department of Biotechnology, Ministry of Science and Technology, Government of India had sanctioned a loan of Rs. 13 Lakhs (apart from a Grant of Rs. 6.89 Lakhs) to the Corporate Debtor by order dated 26.12.2006, under the Small Business Industry Research Initiative (SBIRI) (hereinafter to be referred to as "1st Project"). An agreement was executed on 26.12.2006.

ii. Similarly, the Department of Biotechnology, Ministry of Science and Technology, Government of India had sanctioned a loan of Rs. 2 Crores to the Corporate Debtor by order dated 28.09.2010, under the Small Business Industry Research Initiative (SBIRI) (hereinafter to be referred to as "2nd Project"). An agreement was also executed on 28.09.2010.

iii. Implementation of all schemes of the Department of Biotechnology (including the Small Business Industry Research Initiative Scheme) were later transferred to the Financial Creditor (BIRAC) by order dated 25.09.2012. An order dated 09.05.2014 was also issued empowering the Financial Creditor (BIRAC) to conduct all court cases and recover the loan amounts. Thereafter the supplementary loan agreement in respect of 1st

project was executed on 22.05.2014 and the supplementary loan agreement was executed in respect of 2nd project on 05.03.2014.

iv. The date of default for the 1st project loan is 27.08.2017 the date when the 9th installment was due and when the Corporate Debtor failed to repay the full installments completely. The Corporate Debtor made payments on 29.09.2009, 29.09.2010, 23.09.2011, 02.05.2013, 27.03.2014, 01.08.2017 and 10.11.2020 thereby extending the period of limitation under Section 19 of the Limitation Act.

v. The Corporate Debtor has also acknowledged the liability in its annual financial statements, further extending the period of limitation under Section 18 of the Limitation Act.

vi. The date of default for the 2nd project loan is 01.04.2015, the date when the first installment was due and when the Corporate Debtor failed to repay the 1st installment.

vii. The Corporate Debtor has also acknowledged the liability in its annual financial statements as on 31.03.2015, 31.03.2017, 31.03.2019 and 31.03.2021, extending thr period of limitation under Section 18 of the Limitation Act.

viii. Hence, the present application has been filed by the Financial Creditor to initiate the Corporate Insolvency Resolution Process against the Corporate Debtor under Section 7(4) of the Insolvency and Bankruptcy Code, 2016.

3. On 26.03.2024, the Corporate Debtor filed its reply statement and stated that as per the terms of the Agreement dated 26.12.2006, the repayment of the loan is governed by Clause 8 of the said agreement. The Corporate Debtor stated that the Schedule of Repayment of the loan mandates payment to be made in 10 equal monthly installments each payable in July. The Corporate Debtor stated that as per the Financial Creditor himself in their pleadings, they have categorized the date of default of the 1st project as 27.08.2017 which is for the default of the 9th installment. The Corporate Debtor further stated that as per Clause 8 of the agreement, any delay in payment of installment would attract an interest of 12% per annum on the defaulted amount for the period of delay.

4. It is stated that the Corporate Debtor has made payments on 29.09.2009, 29.09.2010, 23.09.2011, 02.05.2013, 27.03.2014, 01.08.2017 and 10.11.2020 to state that the limitation period is extended in terms of Section 19. Hence, it is clear from the above that the actual date of default is 10.11.2020 and it is only after such date that

the Corporate Debtor was unable to make payment towards the 1st project.

5. It is stated that as per Section 10A of IBC, 2016 states that no application for the initiation of CIRP of a Corporate Debtor shall ever be filed for any default arising on or after 25.03.2020 for six months. This period of six months was later extended by six more months and hence as per Section 10A of the code, no application for initiation of CIRP of the Corporate Debtor could be filed for any default occurring from 25.03.2020 to 25.03.2021. The provision was not a part of the original legislation but was later incorporated into the 18C by way of an Ordinance promulgated on 5 June 2020 which was later replaced by an Amendment Act of 2020. The principle reasons behind the enactment of this Section were the financial hardship suffered by corporate entities due to economic distress caused by COVID-19 and the unavailability of an adequate number of resolution applicants which could rescue the corporate person who could default given the extraordinary hardships caused by the economic slowdown. The provision is applicable only for defaults by the corporate debtor and the defaults during the prohibited period are not considered for calculation of the threshold limit of one Crore under the Code.

6. The Corporate Debtor further stated that the Financial Creditor sanctioned a loan of Rs. 2 Crores to the Corporate Debtor by order dated

28.09.2010 under the Small Business Industry Research lnitiative (SBIRI) (hereinafter referred to as the "2nd Project"). The Corporate Debtor had further entered into a loan agreement dated 28.09.2010 under the order.

7. It is stated that on a perusal of the order dated 28.09.2010, it is seen that the entire project duration was for 2 years from the date of release of the 1st Installment. The project herein is a research project which was valued at 4 Crores where the promoters were to contribute 2 Crores and the Petitioner were to contribute 2 Crores. It is stated that the Financial Creditor has contributed over three Crores on to this project but the Financial Creditor failed to disburse the said amounts in time which resulted in huge losses to the Corporate Debtor. Most of the trained staff left during that period and the Corporate Debtor had to restart the whole exercise when the funds came late. It is on account of such circumstances for reasons attributable to the Financial Creditor, that the research did not yield a commercially viable product or process.

8. It is stated that the loan is to be disbursed in 4 installments. It can be seen that the entire loan has been disbursed by the Government vide 6 installments whereby the 3rd, 4th, 5th and 6th installments after the project completion period itself. Hence, the Corporate Debtor stated that the amounts disbursed are in violation of the loan agreement and

sanction order and are therefore illegal. The Corporate Debtor further stated that the Financial Creditor has violated the terms of the agreement and has further contributed to the failure of the project. The Corporate Debtor should further be entitled to compensation for the said act of the Financial Creditor.

9. It is further stated that as per the terms of the Agreement, the repayment of the loan is governed by Clause 8 of the said agreement. The Corporate Debtor stated that the Schedule of Repayment of the loan mandates payment to be made in 10 equal monthly installments each payable in July. The Corporate Debtor further stated that as per the Financial Creditor categorized the date of default of the 2nd project as 01.04.2015 which is for the default of 1st installment. The Corporate Debtor also stated that as per Clause 8 of the agreement, any delay in payment of installment would attract an interest of l2% per annum on the defaulted amount for the period of delay. Hence, the Corporate Debtor stated that the date of default calculated by the Financial Creditor is also incorrect

10. On 03.04.2024, the Financial Creditor filed a rejoinder and stated that Clause 8(ii) of Annexure A6 agreement of 1st project loan dated 26.12.2006 clearly states that "repayment of the loan component by the industry (CD) to DBT/SMA shall be in ten equal annual installments and recovery shall commence six months after the scheduled completion of

the project. In light of the said clause, the date of repayment has to be considered 6 months from the date of scheduled completion. The Government Order dated 26.12.2006 also says that the project duration is 2 years from the date of release of the first installment of the loan amount. The Project duration as mentioned in Clause 6 of Annexure A6 1st project loan agreement is two years from the date of release of funds. The first installment was disbursed as per Annexure A-13 Order on 26.12.2006 and the Project duration was scheduled to end by 27.12.2008. However, the Project duration was extended by a further period of 2 months at the request of the Corporate Debtor, till 27.02.2009.

11. It is stated that the project completion as stated in the Statement of Accounts is 27.02.2009 and repayment starts after 6 months, i.e. from 27.08.2009. Hence the date of repayment starts from 27.08.2009 and the yearly due date of each installment is considered as 27th of August.

12. It is further stated that the Corporate Debtor was supposed to repay the loan in 10 equal yearly installments of Rs. 1,30,000/- each and it failed to pay the 9th installment and 10th installment in full. After several repeated reminders, the Corporate Debtor had paid a partial amount of Rs. 1 Lakh against the 9th installment and that too after a delay of 290 days. Hence the date of default is considered as 27.08.2017, being the date when the 9th installment was due and not fully repaid. It is stated

that the Corporate Debtor is habitual in defaulting on the repayment schedule as it had delayed all the installments by 2,957 days in total (i.e. delay of 33 days for 1st Instalment, 33 days for 2nd, 27 days for 3rd, 248 days for 4th, 212 days for 5th, 1070 days for 6th, 705 days for 7th, 339 days for 8th, 290 days for 9th installment respectively).

13. It is stated that the Corporate Debtor has not paid the entire 9th installment due on 27.08.2017 or the 10th installment due on 27.09.2018. However, the Corporate Debtor has made a partial payment of Rs. 1,00,000/- on 10.11.2020. Since the balance amount of Rs. 30,000/- was not paid, the Corporate Debtor continues to be in default on the 9th installment due on 27.08.2017. Hence the date of default is considered as 27.08.2017.

14. It is stated that Section 10A of the Insolvency and Bankruptcy, Code, 2016 is also without any rationale or basis. Section 10A of IBC is not applicable in the facts and circumstances of this case. As stated earlier, the date of default for the first project loan is considered as 27.08.2017 and not 10.11.2020. The latter date is a date when the Corporate Debtor made a partial payment of Rs. 1 Lakh and does not form part of the repayment schedule which ended on 27.08.2018 itself. There is no logic for considering the date of default as 10.11.2020. It is stated that the date of default is 27.08.2017, when the 9th installment of Rs. 1,30,000/-

has defaulted and hence Section 10A of the IBC does not apply to an ongoing repayment schedule that started long back on 27.08.2009.

15. It is stated that the 2nd project loan was provided R&D Project and it carries various components that are required to be satisfied before the next release of the fund such as a review of the Project Progress by the Project Monitoring Committee (PMC) as per Clause 4 of the Agreement Dated 28.09.2010, proper submission of Utilization Certificate (UC)/ Audited Statement of Expenditure of Utilization Certificate (UC)/ Audited Statement of Expenditure (SoE) as per the agreement, etc. as specified in Clause 3(ii) of Annexure A8 Agreement. The failure of the Corporate Debtor to fulfill its obligation within time caused the project to be delayed and an extension was granted upto 30.09.2014. It is stated that the Corporate Debtor itself vide its letter dated 29.05.2014 had requested BIRAC to release the final installment. The duration of the Project was 2 years from the date of release of funds and the same was extended till 30.09.2014 to achieve the Project objectives. Hence, all the releases were made well in time during the duration of the Project which was till 30.09.2014.

16. It is stated that clause 8(ii) of Annexure A8 agreement of 2nd project clearly states that " repayment of the loan component by the industry (CD) to DBT/SMA shall be in ten equal annual installments and recovery shall commence six months after the scheduled completion of the

project". In light of the said clause, the date of default has to be considered 6 months from the date of scheduled completion ie 30.09.2014. The 2nd project duration in clause 6 of Annexure A8 agreement was two years from the date of release of funds which was further extended till 30.09.2014. The Corporate Debtor vide its letter dated 29.05.2014 had requested BIRAC to release the final installment and to reconsider the revised loan repayment schedule after 1 year from the date of the last release instead of the sixth month from the scheduled completion date. BIRAC accepted the request of the Corporate Debtor to release the final installment for their committed expenditures, however, the request for rescheduling the loan repayment start date (to one year instead of 6 months from the project completion date) was not accepted by BIRAC. Hence, the Project duration was further extended till 30.09.2014 as per the procedure of BIRAC for R&D Projects. The Project completion as stated in the Statement of Accounts (page 384 of the Petition) is 30.09.2014 and repayment starts after 6 months, i.e. from 01.04.2015. Hence the date of repayment starts from 01.04.2015 and the yearly due date of each installment is considered as the 1st of April. The said classification is as per the agreed condition in the loan agreement and extension, which is also to the benefit of the Corporate Debtor.

FINDINGS: -

17. We have heard the learned counsel for both parties and perused the entire case records/documents. We have also gone through the evidence on record. On hearing both sides and with an appreciation of the documents produced, the following two issues are framed: -

    i. Whether the Petition maintainable under Section 7 of IBC?
    ii. Whether the application is barred by limitation?
    iii. Whether there is a Creditor-Debtor relationship between the Financial Creditor and Corporate Debtor herein?

18. **Issue No. i:-** We have gone through Part IV of the Petition wherein the date of default of the 1st project loan is mentioned as 27.08.2017 and the 2nd project loan is 01.04.2015 the total default amount is shown as Rs. **3,42,00,298.52/- (Rupee Three Crore Forty-Two Lakh Two Hundred Ninety Eight Rupees and Fifty Two Paise Only)**. Thereafter have gone through Clause 8(ii) of the agreements dated 26.12.2006 and 28.09.2010 which reads as under:-
    "Repayment of the loan component by the industry to DBT/SMA shall be in ten equal annual installments and recovery shall commence six months after the scheduled completion of the project".

19. It is seen from the aforementioned clause that the contention of the Corporate Debtor regarding the date of default is without any basis

since the project duration was extended at the request of the Corporate Debtor and repayment can only start 6 months after project completion as per clause 8(ii) of the agreements.

20. In the circumstances mentioned above, we have gone through the settled law decided by the Hon'ble NCLAT in its order in ***Mr. Manmohan Singh Jain Vs. M/s. State Bank of India & another*** *(Company Appeal (AT) (CH) (INS) No. 97 of 2021)* wherein the Hon'ble NCLAT held that: -

> *52) Further the Learned Counsel for the Appellant relied upon the Judgment of the Hon'ble Supreme Court in Surendra Trading Co. v Juggilalkamlapat Jute Mills Co., 2017 85 taxmann.com 372 SC to show that the timelines under Section 7(5) of the Insolvency and Bankruptcy Code are not mandatory however the defect has still to be removed.* ***As stated above, the Respondent/Financial Creditor had stated the date of default in the pleadings and in other documents which the Corporate Debtor has received and acknowledged, therefore as held supra the non-mentioning of the date of default in Col. IV is not fatal to the application and on the sole ground, the application cannot be rejected mere taking a technical impediment***

as held by the Hon'ble Supreme Court that 'it is only a directory'.

21. In the aforementioned cases the Apex Authorities clearly stated that Section 7 IBC cannot be rejected due to technical snags. Therefore, the contention of the Corporate Debtor regarding the date of default has no legs to stand.

22. **Issue No. ii:-** To arrive at a definitive conclusion, concerning this issue, we have gone through Section 238A of the IBC, 2016 which defines "Limitation": -

Section 238A: Limitation.

238A. The provisions of the Limitation Act, 1963 shall, as far as may be, apply to the proceedings or appeals before the Adjudicating Authority, the National Company Law Appellate Tribunal, the Debts Recovery Tribunal or the Debts Recovery Appellate Tribunal, as the case may be.

23. To get further clarity on this issue, we have gone through Article 137 of the Limitation Act, 1963 which reads as under:

PART II—OTHER APPLICATION

137. Any other application for which no period of limitation is provided elsewhere in this Division.	*Three years*	*When the right to apply accrues.*

24. It is settled law as decided by the Hon'ble NCLAT in its order in ***Neelkanth Township and Construction Pvt. Ltd. vs. Urban Infrastructure Trustee Ltd.*** *(Company Appeal (AT) (Insolvency) No. 44 of 2017) that, those provisions of the IBC cannot be shackled by the Limitation Act. It was observed that: "There is nothing on record that Limitation Act, 2013 is applicable to I&B Code. Learned Counsel for the appellant also failed to lay a hand on any of the provisions of I&B Code to suggest that the Law of Limitation Act, 1963 is applicable. The I&B Code, 2016 is not an Act for recovery of money claim, it relates to the initiation of the Corporate Insolvency Resolution Process.* ***If there is a debt which includes interest and there is default of debt and having a continuous cause of action, the argument that the claim of money by Respondent is barred by Limitation cannot be accepted****."* We, therefore, are not agreeable with the submissions made by the Corporate Debtor regarding the limitation in filing this application.

25. We have also gone through the Judgment of the Hon'ble National Company Law Appellate Tribunal in G.S. Buildtech Pvt. Ltd. Vs. Ardee Infrastructure Venture Pvt. Ltd. (Company Appeal (AT) (Insolvency) No. 388 of 2021) wherein the Hon'ble NCLAT held that:

"5. The Balance Sheet for the Financial Year 2016-17 having been signed on 01.09.2017 and the above Application having been filed on 20.03.2020, it is well within three years' period from acknowledgment of debt as claimed by the Appellant. ***It is now well settled that acknowledgment in the Balance Sheet is sufficient acknowledgment under Section 18 of the Limitation Act, 1963."***

26. In the judgement of the Hon'ble Supreme Court in Dena Bank vs. C. Shivakumar Reddy and Ors. (Civil Appeal No. 1650 of 2020), the Hon'ble Supreme Court reiterated that Section 18 of the Limitation Act, 1963 is fully applicable to proceedings under 'I&B Code' and entries in books of accounts and/ or balance sheets of a Corporate Debtor would amount to an acknowledgment under Section 18 of the Limitation Act. The Hon'ble Supreme Court in paragraph 118, held as under:

"118. It is well settled that entries in books of accounts and/or balance sheets of a Corporate Debtor would amount to an acknowledgment under Section 18 of the Limitation Act. In Asset Reconstruction Company

(India) Limited v. Bishal Jaiswall and Anr. (supra) authored by Nariman, J. this Court quoted with approval the judgments, inter alia, of Bengal Silk Mills Co. v. Ismail Golam Hossain Ariff ,18 ["Bengal Silk Mills"] and in Re Pandem Tea Co.19 Ltd., the judgment of the Delhi High Court in South Asia Industries (P) Ltd. v. General Krishna Shamsher Jung Bahadur Rana20 and the judgment of Karnataka High Court in Hegde Golay Ltd. v. State Bank of India 21 and held that ***an acknowledgement of liability that is made in a balance sheet can amount to an acknowledgement of debt."***

27. In this case the Corporate Debtor has acknowledged the liability in its annual financial statements as on 31.03.2015, 31.03.2017, 31.03.2019 and 31.03.2021. We therefore are not agreeable with the submissions made by the Corporate Debtor regarding the limitation in filing this Petition under Section 7 of IBC.

28. **Issue No. iii:-** From the records produced, we could find that there is a Creditor- Debtor relationship between the Financial Creditor and the Corporate Debtor since the Corporate Debtor admitted that they received money from the Financial Creditor through various documents produced before this Tribunal and the Corporate Debtor has no case that they have repaid the money received from the Financial Creditor.

29. As there is a default in the payment of the financial debt, which the Corporate Debtor has confirmed in the counter affidavit that the Financial Creditor paid the money to the Corporate Debtor, we are of the view that the present application filed by the Financial Creditor satisfies all the definitions of "Financial Creditor", "Default" and "Financial Debt" and qualifies for applying for Insolvency and Bankruptcy Code. By mentioning various procedural hurdles, the Corporate Debtor cannot wash off its hands in repaying the amount borrowed, which is a financial debt owed by them. Hence, there is a Creditor-Debtor relationship with them. So, we are of the considered opinion that the present application of the Petitioner/ Financial Creditor may be admitted under Section 7 of the IBC, 2016 and CIRP initiated against the Corporate Debtor.

30. In view of the aforesaid observations, we hereby pass the following Orders.

    i. The petition bearing CP(IBC)/10/KOB/2024, filed by the M/s. Biotechnology Industry Research Assistance Council (BIRAC), the Financial Creditor, under Section 7 of the Insolvency and Bankruptcy Code 2016 read with Rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016 for initiating CIRP against the Corporate Debtor M/s. Pelican Biotech and Chemicals Labs Pvt. Ltd., is **ADMITTED**.

ii. There shall be a moratorium under Section 14 of the Code.

iii. The moratorium shall have effect from the date of this order till the completion of the CIRP or until the Adjudicating Authority approves the Resolution Plan under Sub-Section (1) of Section 31 of IBC or passes an order for liquidation of Corporate Debtor under Section 33 of the Code, as the case may be.

iv. Public announcement of the CIRP shall be made immediately as specified under Section 13 of the Code read with Regulation 6 of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Person) Regulations 2016.

v. The Financial Creditor has proposed the name of one **Mr. Piyush Kisanlal Jani** having Registration Number: **IBBI/IPA-001/IP-P01439/2018-2019/12164** as Interim Resolution Professional (IRP) and written communication in the format prescribed under Form 2 of the Insolvency and Bankruptcy Board of India (Application to Adjudicating Authority) Rules, 2016 along with valid authorization has been filed by the proposed IRP, who is appointed as the IRP to take forward the process of Corporate Insolvency Resolution of the Corporate Debtor. The designated IRP must take any additional actions in this regard that are mandated

by the law, more specifically specified in Sections 15, 17, and 18 of the Code. The powers of the Board of Directors of the Corporate Debtor shall stand superseded as a consequence of the initiation of the CIRP concerning the Corporate Debtor in terms of the provisions of IBC, 2016. The fee payable to IRP or as the case may be, the RP shall comply with such Regulations, Circulars and Directions as may be issued by the Insolvency and Bankruptcy Board of India (IBBI). The IRP shall carry out its functions as contemplated by Sections 15 and 21 of the Code.

vi. During the CIRP period the management of the Corporate Debtor shall vest with the IRP or, as the case may be the RP, in terms of Section 17 of the IBC. The officers and managers of the Corporate Debtor shall provide all documents in their possession and furnish every information in their knowledge to the IRP within one week from the date of receipt of this order, in default of which coercive steps will follow.

vii. The IRP/RP shall submit to this Adjudicating Authority periodical reports as per Regulations/Rules concerning the progress of the CIRP in respect of the Corporate Debtor.

viii. The Financial Creditor shall deposit a sum of Rs.2,00,000/- (Two Lakhs Only) with the IRP to meet the expenses arising out of

issuing publication and inviting claims, etc. These expenses are subject to approval by the Committee of Creditors (CoC).

ix. In terms of Section 7 (5)(a) of the Code, the Registry is hereby directed to communicate a copy of this Order to the Financial Creditor, the Corporate Guarantor and IRP by Speed Post & e-mail immediately, and in any case, not later than two days from the date of this order.

x. Additionally, the Financial Creditor shall serve a copy of this Order on the IRP and the Registrar of Companies, Kerala, by all available means for updating the Master Data of the Corporate Debtor. The said Registrar of Companies shall send a compliance report in this regard to the Registry of this Tribunal within seven days from the date of receipt of a copy of this order.

SHYAM BABU GAUTAM
Digitally signed by SHYAM BABU GAUTAM
Date: 2024.05.28 14:15:03 +05'30'

SHYAM BABU GAUTAM
(MEMBER TECHNICAL)

T.KRISHNAVALLI
Digitally signed by T.KRISHNAVALLI
Date: 2024.05.28 14:14:44 +05'30'

T KRISHNA VALLI
(MEMBER JUDICIAL)

Signed on this the 28th day of May, 2024.

Rajasree R. Nair/LRA