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

% Judgment reserved on: 07.10.2024
Judgment delivered on: 22.10.2024

\+ LPA 964/2024, CAV 485/2024 & C.M. APPL. 56652-55/2024

UNION OF INDIA ...Appellant

versus

OCL IRON AND STEEL LIMITED ... Respondent

Advocates who appeared in this case:

For the Appellant : Mr. Kirtiman Singh, CGSC alongwith Mr. Waize Ali Noor, Mr. Maulik Khurana, Mr. Varun Pratap Singh and Mr. Ranjeev Khatani, Advocates.

For the Respondent : Mr. Sandeep Sethi, Senior Advocate alongwith Mr. Divyakant Lohoti, Mr. Kartik Lohoti, Ms. Anushka Awasthi, Ms. Riya Kumari, Ms. Praveena Bisht, Ms. Vindhya Mehra, Mr. Samridhi Bhat and Mr. Adith Menon, Advocates.

CORAM:
HON'BLE THE CHIEF JUSTICE
HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

J U D G M E N T

TUSHAR RAO GEDELA, J.

1. Present appeal has been preferred under Clause X of the Letters Patent Act, 1866 assailing the judgement dated 26th July, 2024 passed by the learned Single Judge thereby allowing the underlying writ petition

bearing W.P.(C) 8316/2024 titled '*OCL Iron and Steel Limited Vs. Union of India'*, in favor of the respondent herein.

2. The respondent/OCL Iron and Steel Ltd., now under the management of "*HI A MMT Pvt. Ltd.*" executed a Coal Mine Development and Production Agreement dated 2nd March, 2015 with the appellant/ Nominated Authority of the Ministry of Coal, Government of India in respect of allocation and development of Ardhagram coal mine. Clause 24.3.3 of the Coal Mine Agreement provided for forfeiture of the Performance Bank Guarantee (for short 'PBG') in the event of termination of the Agreement by Respondent.

3. On 31st December, 2021, the appellant issued a communication terminating the Coal Mine Agreement for breach of its terms, specifically the non-renewal of the PBG for an amount of Rs.92,25,20,000/-, which had lapsed on 20th March, 2021, as per Clause 6.15 of the said Agreement. The Resolution Professional challenged the appellant's decision to terminate the Coal Mine Agreement before the National Company Law Tribunal (for short 'NCLT'), which was dismissed by the order dated 7th February, 2023 passed in IA (IB) No.15/CB/2022. Thereafter, an appeal was preferred before the National Company Law Appellate Tribunal (for short 'NCLAT') wherein interim order dated 24th January, 2022 was restored thereby staying the operation of the Termination Order.

4. In the meanwhile, the NCLT, Cuttack Bench initiated Corporate Insolvency Resolution Process (for short 'CIRP') against the respondent at the behest of Indian Bank on 20th September, 2021. The Resolution Professional notified the onset of CIRP and invited claims from the public

through publication in the newspaper "*Business Standard"* on 23rd September, 2021. The appellant submitted two claims to the Resolution Professional, (a) Form C dated 4th October, 2021 as a Financial Creditor in respect of the claim of Rs.92,25,20,000/- towards the PBG, and (b) the incremental fixed cost of Rs.9,21,44,029/-, which was due towards the prior allottee of the Ardhagram coal mine.

5. On 6th January, 2022, the Authorized Representative of Resolution Professional issued a communication to the appellant informing it that the claim pertaining to the PBG in Form C and other supporting documents did not disclose a '*financial debt*' as per proviso to Section 3(31) of the Insolvency and Bankruptcy Code, 2016 (for short 'IBC'), and thus, the appellant was not found eligible to be a "*Financial Creditor*". On 7th January, 2022, another e-mail communication was addressed to the appellant, permitting it to file its claim in an appropriate form with supporting documents, if so advised, for the consideration of the said claim by the Resolution Professional. However, it is the admitted case of the appellant that no subsequent claim/form was submitted by it to the Resolution Professional.

6. Subsequently, the Resolution Plan dated 27th May, 2022 formulated by the successful Resolution Applicant was approved by the NCLT under Section 31(1) of the IBC on 20th March, 2023.

7. The new board of management of the Corporate Debtor was constituted in March-April, 2023. The reconstituted management of the respondent applied for participation in bidding process for the Lalgarh South coal mine on 15th February, 2024. However, in the list of technically

qualified bidders notified on 11th March, 2024, the name of the respondent was omitted. The respondent submitted several representations seeking permission to participate in the prospective coal mine auctions. However, the appellant *vide* communication dated 22nd May, 2024, debarred the respondent from participating in prospective coal mine auctions till the repayment of outstanding dues of Rs.92,25,20,000/- arising from the failure to renew the PBG and the incremental fixed cost of Rs.9,21,44,029/-which allegedly remained unsettled by the respondent.

8. Being aggrieved, the respondent filed the underlying writ petition challenging the decision of the appellant dated 22nd May, 2024. The basis for such challenge was that the respondent, having undergone the CIRP, must not be held liable for past dues, which stood addressed in the Resolution Plan. The appellant, on the other hand, maintained that its claims have survived the insolvency proceedings, as noted in the Resolution Plan, thus the disqualification of the respondent is consistent with their established policy and tender conditions requiring the bidders to clear all past dues.

9. The limited question before the learned Single Judge was whether the respondent was liable for the alleged dues, thereby ascertaining its eligibility to participate in the coal mine auctions. *Vide* impugned judgement dated 26th July, 2024, learned Single Judge had set aside the decision of the appellant dated 22nd May, 2024 disqualifying the respondent from participating in coal mine auctions until outstanding dues are cleared, and held that the respondent cannot be held accountable for liabilities that have been legally extinguished and that under the scheme of the IBC, the

respondent is entitled to proceed on the principle of '*clean slate*'.

10. Aggrieved by such decision, present appeal has been preferred by the appellant.

CONTENTIONS OF THE APPELLANT:-

11. Mr. Kirtiman Singh, learned counsel appearing for the appellant at the outset adumbrated background facts leading to the *lis*. According to him, the learned Single Judge has grossly overlooked the fact that the claims of the appellant were neither adjudicated upon nor rejected, and are still alive. Thus, allowing the writ petition of the respondent predicating the same as if, once the Resolution Plan was approved by the NCLT, all previous claims are subsumed therein, is erroneous. He argued that the claim of the appellant to the extent of Rs.92,25,20,000/- is still a live claim, having never been rejected or adjudicated by any authority.

12. He contended that at the first instance, the Resolution Professional returned the claim of the appellant submitted as a Financial Creditor on the grounds that, (i) the appellant was not a "*Financial Creditor*" and (ii) consequently, the appellant needed to re-file/re-submit the claim under an appropriate format. To buttress the argument, he invited attention to the email dated 6th January, 2022 sent by the Resolution Professional to the appellant conveying the aforesaid grounds. He argued that return of the claim for the aforesaid reasons cannot tantamount to rejection of its claim. By email dated 7th January, 2022, the Resolution Professional directed the appellant to re-submit a fresh claim *vide* an appropriate form. This in itself would connote that the Resolution Professional had not rejected any of the appellant's claims. He contended that the assumption by the learned Single

Judge is yet again erroneous and contrary to the facts of the case.

13. He drew attention of this Court to the order dated 20th March, 2023 of the NCLT whereby the Resolution Plan submitted by the respondent was approved. He vehemently contended that even according to Item 29 under para 34 titled as '*Relinquishment/Waiver of liabilities and Approvals*' of the said order, the claims of the appellant, both in respect of Rs.9.21 crores respecting the incremental fixed cost due towards the prior allottee of the Ardhagram coal mine and Rs.92.25 crores in terms of the Coal Mine Agreement were specifically not waived. He argued that at the time of approval of the Resolution Plan, the NCLT was aware of the claims of the appellant and had denied the waiver of such claims which was sought by the respondent. In other words, he contended that the NCLT had acknowledged the claims of the appellant. Premised thereon, Mr. Singh vociferously contended that the claims of the appellant are still alive and actionable. He further argued that by ignoring the said legal position, the learned Single Judge committed an error in fact and in law too. In support of the said contention, attention of this Court was invited to the Resolution Plan, particularly, para 13 titled as *'Concessions, Reliefs and Dispensation Sought'* to submit that the respondent unconditionally confirmed and undertook that the said Plan would not be conditional on any reliefs, waivers and concessions and that the said Plan would remain unaffected even if any relief, waiver or concession is not granted by the NCLT. In conjunction therewith, he referred to sub-para 30 of para 13 of the said Resolution Plan wherein, the respondent prayed for waiver of compensation of Rs.9.21 crores and Rs.92.25 crores due and pending towards the

appellant. He stated that this waiver was specifically denied by the NCLT in the order dated 20th March, 2023 approving the Resolution Plan. He vehemently contended that it is apparent that the claims were still alive and actionable as demonstrated above. Thus, on this count too, according to him, learned Single Judge could not have allowed the writ petition.

14. Apart from the above, learned counsel for the appellant further submitted that even assuming, though without admitting, that the claim is considered to be barred for any reason whatsoever, it is only the right to claim that would get extinguished and not the claim itself. In this context, he contended that the respondent would still be liable for the claimed amount. If that were so, learned counsel vehemently contended that the clause in the tender document stipulating *"past dues to be cleared"* shall be an impediment in the way of the respondent's eligibility to participate in the prospective coal mine auctions. He forcefully contended that even on this score, the learned Single Judge could not have allowed the writ petition.

15. Learned counsel for the appellant, in support of the above contentions, relied upon the judgements of the Supreme Court in ***Swiss Ribbons Pvt. Ltd. & Anr. vs. Union of India & Ors., (2019) 4 SCC 17***, ***Greater Noida Industrial Development Authority vs. Prabhjit Singh Soni & Anr., (2024) 6 SCC 767*** and of this Court in ***UOI & Anr. vs. Jorbagh Asscn. Regd. & Ors., 2012 SCC OnLine Del 1230***. He emphasized that the following paragraphs of the said judgements are relevant:-

(i) ***Swiss Ribbons Pvt. Ltd. v. Union of India, (2019) 4 SCC 17***

"Resolution professional has no adjudicatory powers

88. *It is clear from a reading of the Code as well as the Regulations that the resolution professional has no adjudicatory powers. Section 18 of the Code lays down the duties of an interim resolution professional as follows:*

"18. Duties of interim resolution professional.—(1) The interim resolution professional shall perform the following duties, namely—

(a) collect all information relating to the assets, finances and operations of the corporate debtor for determining the financial position of the corporate debtor, including information relating to—

(i) business operations for the previous two years;

(ii) financial and operational payments for the previous two years;

(iii) list of assets and liabilities as on the initiation date; and

(iv) such other matters as may be specified;

(b) receive and collate all the claims submitted by creditors to him, pursuant to the public announcement made under Sections 13 and 15;

(c) constitute a Committee of Creditors;

(d) monitor the assets of the corporate debtor and manage its operations until a resolution professional is appointed by the Committee of Creditors;

(e) file information collected with the information utility, if necessary; and

(f) take control and custody of any asset over which the corporate debtor has ownership rights as recorded in the balance sheet of the corporate debtor, or with information utility or the depository of securities or any other registry that records the ownership of assets including—

(i) assets over which the corporate debtor has ownership rights which may be located in a foreign country;

(ii) assets that may or may not be in possession of the corporate debtor;

(iii) tangible assets, whether movable or immovable;

(iv) intangible assets including intellectual property;

(v) securities including shares held in any subsidiary of the corporate debtor, financial instruments, insurance policies;

(vi) assets subject to the determination of ownership by a court or authority;

(g) to perform such other duties as may be specified by the Board.

Explanation.— For the purposes of this section, the term "assets" shall not include the following, namely—

(a) assets owned by a third party in possession of the corporate debtor held under trust or under contractual arrangements including bailment;

(b) assets of any Indian or foreign subsidiary of the corporate debtor; and

(c) such other assets as may be notified by the Central Government in consultation with any financial sector regulator."..."

(ii) ***Greater Noida Industrial Development Authority vs. Prabhjit Singh Soni, (2024) 6 SCC 767***

"*The resolution plan did not meet the requirements of Section 30(2) IBC read with Regulations 37 and 38 of the CIRP Regulations, 2016*

54. *In our view the resolution plan did not meet the requirements of Section 30(2) IBC read with Regulations 37 and 38 of the CIRP Regulations, 2016 for the following reasons:*

54.1. *The resolution plan disclosed that the appellant did not submit its claim, when the unrebutted case of the appellant had been that it had submitted its claim with proof on 30-1-2020 for a sum of Rs 43,40,31,951. No doubt, the record indicates that the appellant was advised to submit its claim in Form B (meant for operational creditor) in place of Form C (meant of financial creditor). But, assuming the appellant did not heed the advice, once the claim was submitted with proof, it could not have been overlooked merely because it was in a different form. As already discussed above, in our view the form in which a claim is to be submitted is directory. What is necessary is that the claim must have support from proof. Here, the resolution plan fails not only in acknowledging the claim made but also in mentioning the correct figure of the amount due and payable. According to the resolution plan, the amount outstanding was Rs 13,47,40,819 whereas, according to the appellant, the amount due and for which claim was made was Rs 43,40,31,951. This omission or error, as the case may be, in our view, materially affected the resolution plan as it was a vital information on which there ought to have been application of mind. Withholding the information adversely affected the interest of the appellant because, firstly, it affected its right of being served notice of the meeting of the CoC, available under Section 24(3)(c) IBC to an operational creditor with aggregate dues of not less than ten per cent of the debt and, secondly, in the proposed plan, outlay for the appellant got reduced, being a percentage of the dues payable. In our view, for the reasons above, the resolution plan stood vitiated. However, neither NCLT nor NCLAT addressed itself on the aforesaid aspects which render their*

orders vulnerable and amenable to judicial review."

(iii) ***UOI vs. Jor Bagh Asscn. Regd., 2012 SCC OnLine Del 1230***

> ***"76.*** *The argument that where the demands were created but not enforced, and the period of limitation to recover the same has expired, to permit the lessor to recover the same as a condition for conversion would breach the well-recognized jurisprudential principle that what cannot be done directly cannot be done indirectly, as observed and applied in the decision reported as JT 2009 (10) SC 645 Subhash Chandra v. Delhi Subordinate Services Selection Board, has no application on the subject at hand, for the reason it is settled law that where the bar of limitation prevents a person from suing to recover the amount due, it does not mean that the amount ceases to be due. The right remains unaffected. Only the remedy is barred. If the lessor has a demand with respect to a property, before the lessor is compelled to relinquish its title and convey free-hold tenure, the lessor would be permitted to insist that dues payable to it must be cleared."*

16. In view of the above, learned counsel for the appellant stated that the impugned judgement may be set aside.

CONTENTIONS OF THE RESPONDENT:-

17. Appearing for the respondent/OCL Iron and Steel Limited, Mr. Sandeep Sethi, learned senior counsel supported the reasons and rationale expressed in the impugned judgement. He contended that the claim of the appellant in the capacity of '*Financial Creditor*' already stood rejected *vide* communication dated 6th January, 2022 and despite the opportunity provided to the appellant *vide* communication dated 7th January, 2022 to re-submit its claim before the Resolution Professional, admittedly, it failed to do so and thus, the appellant cannot now be permitted to raise a dead claim. According to him, there is no claim in law existing after the Resolution Plan was approved by the NCLT.

18. Learned senior counsel for respondent further submitted that the claim of Rs.9.21 crores was indeed admitted in CIRP and accordingly, in

terms of payment scheme outlined in the Resolution Plan, a sum of Rs.49,262/- was indeed disbursed to the appellant. He contended that if one of the claims could be considered by the Resolution Professional, there was no reason why the same authority could not have considered the claim of Rs.92.25 crores. He stated that once no claim was filed in accordance with law, the appellant cannot contend that the claimed amount is still due and payable against the respondent or that it would attract the clause in the tender document stipulating clearance of past dues as a condition of eligibility.

19. According to learned senior counsel for the respondent, the entire edifice of the submissions of the appellant is contrary to the principle of starting on a "*clean slate*". He submitted that it is trite that a Resolution Applicant, post approval of Resolution Plan, is entitled to continue the Corporate Debtor as "*on-going concern*" afresh without any past liabilities which get subsumed in the Resolution Plan. Reliance is placed on ***Ghanashyam Mishra & Sons Private Limited vs. Edelweiss Asset Reconstruction Co. Ltd. & Ors., (2021) 9 SCC 657.*** Predicated upon the same, he contended that the appellant cannot put any fretters, obstacles or impediments in the way of the respondent from participating in the prospective coal mine auction process, if otherwise eligible. He prayed that the appeal be dismissed with heavy costs.

ANALYSIS AND CONCLUSION:-

20. This Court has heard Mr. Kirtiman Singh, learned counsel for the appellant, Mr. Sandeep Sethi, learned senior counsel for the respondent, considered the records of the case as well as the judgements relied upon.

21. Upon perusal of the records and after hearing the submissions of learned counsel for the parties, it is manifest that one of the claims of the appellant respecting dues towards the prior allottee of the Ardhagram Coal Mine to the extent of Rs.9.21 crores was included in the Resolution Plan. Undeniably, this claim was calculated at Rs.49,262/- representing 0.051% of the admitted amount and disbursed by the Resolution Applicant on 3rd May, 2023. As per the records, this transaction had failed and the said amount was finally remitted into the account only on 26th March, 2024. Thus, so far as this claim is concerned, it is settled.

22. The entire controversy revolves around the claim of Rs.92.25 crores of the appellant arising out of termination of the Agreement due to non-renewal of the PBG, which consequently lead to disability to forfeit the said PBG furnished by the Corporate Debtor. It is this amount that forms the claim, which according to the appellant, still survives. The appellant had submitted this claim with the Resolution Professional as a '*Financial Creditor*'. The Resolution Professional after examining the said claim, had returned the same to the appellant advising it to file the same not as a Financial Creditor but in the appropriate Form. It is not denied by the appellant that the claim was not re-submitted with the Resolution Professional thereafter under the CIRP Regulations, 2016. However, the submission addressed on this aspect was that the said claim formed part of the Resolution Plan, which the Resolution Applicant sought waiver of, yet it was specifically denied by the NCLT. Further, that this denial tantamount to the claim being live and actionable. It was further contended that, if it is so, then as per the clause in the tender document, unless past dues are cleared,

the respondent would not be eligible to participate in such auction process.

23. Though this argument appears to be logical and attractive, yet it is untenable. The reasons are not far to see. In the first instance, once the claim was returned to the appellant to be re-filed, it did not take any action in pursuance thereto. Thus, there did not exist any claim to be processed by the Resolution Professional to be placed before the Committee of Creditors and thereafter, before the NCLT for approval of the Resolution Plan. Notwithstanding that, undeniably, the Resolution Plan was approved by the NCLT on 20th March, 2023 and the second claim of the appellant in respect of Rs. 9.21 crores was calculated and disbursed to it by the successful Resolution Applicant. Despite having notice of all the above events and facts, the appellant neither objected nor challenged the Resolution Plan at any time till date.

24. Besides, it is trite that once the Resolution Plan is formally approved by the NCLT, any other remaining claims etc. would be deemed to have extinguished. This has been succinctly but authoritatively laid down by the Supreme Court in ***Ghanashyam Mishra*** *(supra)*. The relevant paragraph of the same is reproduced hereunder:

> ***"93.*** *As discussed hereinabove, one of the principal objects of the I&B Code is providing for revival of the corporate debtor and to make it a going concern. The I&B Code is a complete Code in itself. Upon admission of petition under Section 7 there are various important duties and functions entrusted to RP and CoC. RP is required to issue a publication inviting claims from all the stakeholders. He is required to collate the said information and submit necessary details in the information memorandum. The resolution applicants submit their plans on the basis of the details provided in the information memorandum. The resolution plans undergo deep scrutiny by RP as well as CoC. In the negotiations that may be held between CoC and the resolution applicant, various modifications may be made so as to ensure that while paying part*

of the dues of financial creditors as well as operational creditors and other stakeholders, the corporate debtor is revived and is made an on-going concern. After CoC approves the plan, the adjudicating authority is required to arrive at a subjective satisfaction that the plan conforms to the requirements as are provided in sub-section (2) of Section 30 of the I&B Code. Only thereafter, the adjudicating authority can grant its approval to the plan. It is at this stage that the plan becomes binding on the corporate debtor, its employees, members, creditors, guarantors and other stakeholders involved in the resolution plan. The legislative intent behind this is to freeze all the claims so that the resolution applicant starts on a clean slate and is not flung with any surprise claims. If that is permitted, the very calculations on the basis of which the resolution applicant submits its plans would go haywire and the plan would be unworkable."

25. Except for a bald statement or an argument that the waiver sought by the Resolution Applicant against the said claim was denied by the NCLT, the appellant has failed to indicate as to what steps were taken by it to resurrect its claim once the Resolution Plan was approved or the steps taken after having received the compensation in respect of the other claim. Undoubtedly, the claim in respect of Rs.9.21 crores, stated to be due towards prior allottee of Ardhagram Coal Mine, stood included in the Resolution Plan and was indeed calculated and disbursed in accordance therewith. Yet, so far as the present claim is concerned, there is no document on record to indicate any action taken by the appellant for its redemption. Thus, the appellant appears to have let the claim get extinguished without a protest or demur. Merely because the waiver was not allowed by the NCLT while approving the Resolution Plan would not, *ipso facto*, resurrect the right of claim. In the opinion of this Court, the right of the appellant to the claim is clearly extinguished post approval of Resolution Plan. To that extent, the reliance on ***Greater Noida Industrial***

Development Authority *(supra)* would not enure to the benefit of the appellant. In that case, the aggrieved person had infact challenged the Resolution Plan itself whereas, in the present case, the appellant let the claim get extinguished by its own apathy.

26. That apart, the Supreme Court in ***Ghanashyam Mishra*** *(supra)* has clearly laid down the theory/principle of "*clean slate*". According to the said theory, the successful Resolution Applicant in order to get a fresh breath or new lease of life, is permitted to proceed in resurrecting the "*on-going concern*" and no surprise claims are flung or sprung upon it, lest the entire effort of revitalizing and restarting the Corporate Debtor are wasted. In view of the avowed principle too, this Court finds no reason to interfere with the impugned judgement.

27. In so far as the case of ***Swiss Ribbons Pvt. Ltd.*** *(supra)* is concerned, there is no quarrel with the proposition that the Resolution Professional does not play any adjudicatory role. However, in the present case, the appellant, as noticed above, on facts, has permitted time to intervene and extinguish its right to claim. That apart, the appellant did not take any steps to challenge the Resolution Plan at all. Thus, the ratio of this judgement does not assist the case of the appellant.

28. In the case of ***Greater Noida Industrial Development Authority*** *(supra)*, the Supreme Court was considering a dispute similar to the one in the present case, except, in that case, the aggrieved person therein challenged the Resolution Plan itself and the Supreme Court held that the form in which the claim was submitted with the Resolution Professional is inconsequential so long as a proper claim is laid. It further held that what

needed to be considered respecting such claim is, whether it deserved to form part of the Resolution Plan. In the present case, though the appellant did submit the claim at hand, yet did not re-submit the same after it was returned. In other words, once the claim was returned, there was no substantive claim to be included in the Resolution Plan in the absence of re-submission of the said claim. Thus, it is not the lack of form which is of relevance in the present case, but the lack of a claim itself that would render the ratio inapplicable to the present case. This is also clear from the undeniable fact that the other claim submitted by the appellant simultaneously, was not only included in the Resolution Plan, but was also duly apportioned and disbursed to the appellant.

29. In ***Jor Bagh Asscn. Regd.*** *(supra),* a co-ordinate bench of this Court was considering the dues payable by the lessee to the lessor which were claimed to be time barred by the lessee. However, the lessee sought to avail the policy of conversion of the property from leasehold to freehold. In that context, the issue arose as to whether the lessor could demand the past dues (stated to be time barred) at the time of granting conversion of the property from leasehold to freehold. While considering this aspect, the Supreme Court held that the lessor could, as a matter of policy, demand any unpaid past dues on certain conditions for such conversion. With due respect, the ratio has no application to the facts of the present case. In the present case, the appellant did not take appropriate steps in law to lay its claim in time and by prescription of law, that is the IBC, and supervening circumstances, claims not forming part of the Resolution Plan as approved, stood extinguished. Besides, the "*clean slate*" theory laid down in ***Ghanashyam***

Mishra *(supra)* would be rendered otiose if that interpretation were to be proposed. At the risk of repetition, it is already noted above that the other claim respecting prior allottee in Ardhagram Coal Mine was considered; made part of the Resolution Plan; approved and; was duly apportioned and disbursed to the appellant. Yet, the appellant chose not to pursue its remedies respecting the claim in question. Thus, both on law and on facts, reliance on ***Jor Bagh Asscn. Regd.*** *(supra)* is misplaced.

30. Consequently, in view of the aforesaid analysis and findings, we find no reason, much less any cogent reason to interfere with the impugned order passed by the learned Single Judge. Resultantly, the present appeal is dismissed without any order as to costs.

31. Pending applications, if any, stand disposed of.

TUSHAR RAO GEDELA, J

MANMOHAN, CJ

OCTOBER 22, 2024/*rl*