

IN THE NATIONAL COMPANY LAW TRIBUNAL

KOLKATA BENCH

KOLKATA

C.P. (IB) No. 1679/KB/2018

IN THE MATTER OF:

An application 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.

AND

IN THE MATTER OF:

1. **NAVITA RANI GUPTA**, having Aadhar No. 498369867521 residing at NK-155 Upasana Home, Nishikan, Tegoria Rajarhat, 24 Parganas 700157, West Bengal.

AND

2. **AVISHEK PAUL CHOWDHURY**, having PAN No. AKLPP9751A residing at 39 B.T. Road, Khardah, 24 Parganas (North) Kolkata 700116, West Bengal

... Applicants/Financial Creditors

-Versus-

IN THE MATTER OF:

VASUNDHARA NIRMAN UNNAYAN PRIVATE LIMITED, a Private Non-Government Company, limited by shares, registered under the provisions of the Companies Act, 1956 bearing CIN U45209WB2000PTC091241 and having its registered office at BH-155, Sector – II Salt Lake City, Kolkata 700091.

... Respondent/ Corporate Debtor

Coram: Shri Jinan K.R., Hon'ble Member (Judicial) &
Shri Harish Chander Suri, Hon'ble Member (Technical)

Counsel on Record:

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|------------------------------------|---------------------------|
| 1. MS. MAMTA BINANI |] For Financial Creditors |
| 1. MR. SANKAR SEN SARKAR, Advocate |] |
| 2. MR. DURGESH JHA, Pr. CS |] For Corporate Debtor |

Date of pronouncement of Order: 01/11/2019.

ORDER

Per Harish Chander Suri, Member (Technical).

1. This application under Section 7 of the Insolvency & Bankruptcy Code read with Rule 4 of the Insolvency & Bankruptcy (Application to Adjudicating Authority) Rules, 2016 has been filed by **Ms. Navita Rani Gupta**, Applicant No. 1, and **Mr. Avishek Paul Chowdhury**, Applicant No. 2, hereinafter referred to as the "Financial Creditors" against **M/s. Vasundhara Nirman Unnayan Private Limited**, a Corporate Entity having its registered office at Kolkata, hereinafter referred to as the "Corporate Debtor".
2. It is submitted that a sum of Rs. 55,42,032/- is claimed by Financial Creditors. It is stated that the default has taken place from





1st January, 2017. It is submitted that the Applicants/Financial Creditors had booked one flat each vide agreement dated 25th May, 2013 executed amongst (1) Vasundhara Nirman Unnayan Private Limited, (2) Mr. Dipankar Basu & Ms. Sima Basu and (3) Mounthill Realty Private Limited on the one hand, and Mrs. Navita Rani Gupta on the other hand. The agreement was duly signed by all the parties. Mr. Dipankar Basu had signed the agreement in his capacity as a Director of M/s. Vasundhara Nirman Unnayan Private Limited, the Corporate Debtor herein. The Financial Creditor has placed on record copy of the Project Brochure published by the Corporate Debtor depicting beautifully the highlights of the apartments and surroundings, facilities proposed to be provided to the flat owners with layouts and floorwise plans, copy of the welcome letter dated 1st February, 2013 issued by the Corporate Debtor acknowledging the receipt of Rs. 2,06,180/- (Rupees Two Lacs Six Thousand One Hundred Eighty Only) issued by the Corporate Debtor acknowledging the receipt of Rs. 2,06,180/- in the case of Financial Creditor No. 1, and 7th March, 2017 in respect of Financial Creditor No. 2 acknowledging receipt of Rs. 3,00,000/- (Rupees Three Lacs Only). The relevant clauses of the agreement dated 25th May, 2013 executed in respect of Applicant No. 1 are reproduced hereunder:-

5.1 Absolute Ownership: The Sellers have represented to the Buyer that by virtue of the events and in the circumstances described in Part II of the 1st Schedule below (Devolution of Title), the Owners have become the joint owners of the said

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Premises, free from all encumbrances and the Developer is now in peaceful possession thereof.

5.2 Development Agreements: /with the intention of developing and commercially exploiting their respective land by constructing the said Complex thereon and selling the flats and other covered and open spaces therein (Flats), the Owners have entered into a development agreement dated 12th July, 2012, registered in the office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake City), in Book No. 1, CD Volume No. 12, at pages 14095 to 14135, being Deed No. 08924 for the year 2012 (Development Agreement) with the Developer, who is a well known developer, to develop the said premises.

5.5 Allocation: By mutual consent, certain Flats in the said Complex have been allocated to the Owners (collectively Owners' Allocation) and certain other flats in the said Complex have been allocated to the Developer (collectively Developer's Allocation). The said flat and Appurtenances is comprised in and forms part of the Developer's Allocation.

5.7 Application and Allotment: The Buyer has applied to the Owners/Developer for purchase of the said Flat And Appurtenances and the Developer has allotted the same out of the Owners' Allocation to the Buyer conditional upon the Buyer entering into this Agreement.

5.9 Joining of Developer: In as much as the said complex is being constructed by the Developer in terms of the Development Agreement, various obligations under this Agreement have to be performed by the Developer and hence the Developer has joined this Agreement as a party. It is clarified that the Developer has no pecuniary interest in the said Flat and Appurtenances (which is the subject matter of this Agreement) save the right to receive the diverse sums as mentioned in various places of this Agreement. Thus, it is

further clarified herein that the Owners shall be entitled to receive the price for the said Flat and Parking Space only.

8.4 Notice for Payment: On happening of each event mentioned in the chart above, the Owners/Developer shall give written notice to the Buyer (Payment Notice), quantifying the amount payable by the Buyer. Within 15 (Fifteen) days of the date of receipt of the Payment Notice, the Buyer shall (unconditionally), without demur and without raising any dispute about service/receipt of the Payment Notice), pay the amount quantified in the Payment Notice, failing which the Buyer shall be deemed to be in default and the consequences mentioned in Clause 11.2 shall follow. The Buyer covenants that the Buyer shall regularly and punctually make payment of the instalments of the Total Price in the manner mentioned in the chart above and this Agreement is and shall be deemed to be sufficient notice to the Buyer about the obligation to make payment. Timely payment of the Total Price and the Extras (defined in Clause 8.5 below) shall be the essence of the contract. If payments are made by negotiable instruments the same shall be made payable at Kolkata and favouring "Vasundhara Nirman Unnayan Private Limited".

3. The relevant clauses of the agreement dated 7th March, 2013 executed in respect of Applicant No. 2 are reproduced hereunder:-

8.5 Extras: In addition to the Total Price and the Additional Cost (if any), the Buyer shall also pay to the Developer, as and when demanded by the Developer, the following amounts collectively Extras):

8.6 Payment of Extras: The Extras shall be paid by the Buyer as and when demanded by the Developer, time being the essence of contract. The Buyer agrees and covenants not to claim any right or possession over and in respect of the said Flat and Appurtenances till such time the Buyer has paid the entirety of the Extras and all other amounts agreed to be paid

or deposited under this Agreement. The Extras shall be paid by negotiable instruments, payable at Kolkata and favouring "Mounthill Realty Private Limited A/c Essence" or such name as may be notified.

9.5 Completion Date: Construction, finishing and making the said flat habitable and the Parking Space, if any, usable (1) in bare condition and (2) as per the Specifications, the decision of the Architect/Engineer in this regard being final and binding), shall be done by the Developer within June 2016 (Completion Date) provided however the Completion Date may be extended by a period of 6(Six) months (Extended Period) at the option of the Developer. The Developer shall neither incur any liability nor be held liable to claim of any amount by the Buyer, if the Developer is unable to deliver possession of the said Flat within the Completion Date and/or the Extended Period due to Circumstances of Force Majeure (defined in Clause 15.1 below) or for or on account of (1) delay on the part of the Buyer in making any payment and (2) any other reasonable cause (for what is a reasonable cause, the decision of the Architect/Engineer shall be final and conclusive) whereby the Developer is prevented from completing the said Flat and Appurtenances or any portion thereof. The Buyer shall be entitled to claim a penalty @ of \$2,000/- (Rupees Two Thousand Only) per month for one bedroom flats, \$3,000/- (Rupees Three Thousand Only) per month for two bedroom flats \$5,000/- (Rupees Five Thousand Only) per month for three bedroom flats and \$7,500/- (Rupees Seven Thousand Five Hundred only) for four bedroom flats from the Developer on account of consequential losses and damages or otherwise if the said Flat and Appurtenances is not completed within the Completion Date and/or the Extended period subject to force majeure.

11.1 Cancellation by Buyer: The Buyer shall have the right to terminate this Agreement at any time and if the Buyer does so, the Owners shall refund to the Buyer all payments received till

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that date, without any interest, after deducting 10% (ten percent) of the Total price.

11.3 Breach of Sellers' Covenants: Without prejudice to the provisions of Clause 9.5 above, in the event the Sellers fail and/or neglect to perform any of the Sellers' Covenants, this Agreement shall, at the option of the Buyer, stand cancelled and/or rescinded, upon which the Owners and the Developer shall refund to the Buyer all payments received till that date, with interest @ 12% (twelve percent) per annum, from the date of payment to the date of refund. In the event the Developer delays in handing over possession of the said flat to the Buyer beyond the Completion Date and the Extended period due to circumstances mentioned in Clause 9.5 above, the Owners/Developer shall refund all amounts received from the Buyer with interest @ 12% (twelve per cent) per annum, within 6 (six) months. However, it is agreed that in the event, the Buyer does not opt for cancellation, the Owners shall not be liable to pay any interest.

11.4 Effect: Upon termination of this Agreement due to any of the circumstances mentioned in Clauses 11.1, 11.2 and 11.3 above, the Buyer shall not be entitled to claim any right, title and interest (either equitable or otherwise) over and in respect of the said flat and Appurtenances and/or the said Building and/or the said premises or part or portion thereof and the Buyer shall further not be entitled to claim any charge on the said flat and appurtenances and/or any part or portion thereof, in any manner whatsoever. The effect of such termination shall be binding and conclusive on the parties.

38. Title of the Owner: In the abovementioned circumstances, the Owners have acquired joint right, title and interest to the said premises, free from all encumbrances.

4. The Agreement dated 25th May, 2013 was executed in respect of Applicant No. 1 and Agreement dated 7th March, 2013 was





executed in respect of Applicant No. 2. The applicants have submitted that a sum of Rs. 2,06,180/- has been paid by the Applicant No. 1 to the Corporate Debtor and Rs. 3,00,000/- has been paid by the Applicant No. 2 to the Corporate Debtor pursuant to their respective agreements.

5. It is submitted that both the applicants have made payments to the Corporate Debtor from time to time as per schedule of payment but the possession of the flats has not been handed over to the Applicants in spite of 3 (Three) years having elapsed from the promised date of handing over the possession. It is submitted that the money was received by the Corporate Debtor Vasundhara Nirman Unnayan Private Limited and money receipts were issued to the applicants under the signature of Mr. Dipankar Basu. All the payments made to the Corporate Debtor by the Financial Applicants have been reflected in the Bank Statements and there is no dispute as regards the payment of sale consideration given to the Corporate Debtor.
6. The Financial Creditors sent various e-mails, legal letters and other correspondence exchanged between the Corporate Debtor and the Financial Creditor in respect of completion and handing over possession of the flats and for demanding the refund for the amount made by the Financial Creditor to the Corporate Debtor.

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7. In the reply affidavit, the Corporate Debtor through One of its Director Mr. Dipankar Basu submitted that the present Company Petition is not maintainable as the same is not in accordance with the provisions of the Insolvency & Bankruptcy Code. It is submitted that the pre-requisites of Section 6 of the Code is that the Corporate Debtor must commit a default for initiating any corporate insolvency resolution process under Section 7 of the said Code of 2016 which in the present case is absent.
8. It is further submitted that signatures of the Financial Creditor No. 1 on the authorization letter dated 2nd November, 2018 authorizing the Financial Creditor No. 2 to file the petition on her behalf are not the signature of Applicant No. 1 and therefore the petition being defective should be dismissed in limine. It is submitted that the Corporate Debtor herein is the land owner, and the Mounthill Reality Private Limited is the developer of the Complex named "Mounthill Essence" and the Financial Creditors who have entered into the agreements with the Corporate Debtor and the Developer, to purchase flats to be constructed at the said premises, by way of two separate tripartite agreement dated 25th May, 2013 & 7th March, 2013 between the Financial Creditors severally, the Corporate Debtor and the aforesaid Developer Mounthill Reality Private Limited whereby the Financial Creditors agreed to purchase two flats in the Complex.

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9. It is submitted that from a perusal of clause 9.5 of the agreements, it would be evident that the completion date was within June, 2016 which also contain extension clause of 6 months and as per the said clause if there was any delay in completion of the said Project, the said Developer is solely liable and the buyer or the Financial Creditors shall be entitled to penalty solely from the Developer at the rate specified in the said clause of the agreements. The Corporate Debtor further submits that the delay in completion of the said Project could not have been on account of the land owner or the alleged Corporate debtor. Therefore, according to the Corporate Debtor if there is any delay then only the Developer will be liable for that. It is submitted that the Financial Creditors had delayed in making payments as per the terms of the said agreements and thus they are liable to pay interest for such delay which according to the Corporate Debtor caused further delay in execution of the said project. Each of the Financial Creditors is liable to pay a sum of Rs. 1,36,236/- cumulatively to the alleged Corporate Debtor. It is further submitted by the Corporate Debtor that the agreements have not been terminated or cancelled by the Financial Creditors and if there is no termination, the question of refund of the money to the Financial Creditors would not arise.
10. In the rejoinder the Financial Creditors have specifically denied the allegations and averments made in the reply by the Corporate Debtor and submitted that pursuant to the agreements between the



parties the Corporate Debtor was to hand over possession of the flats to the Applicants by June, 2016 and further extension by a period of 6 months with the option of 12 months. It is submitted that more than 3 years have elapsed since the date of completion and handing over the possession of the flat but the same has not yet taken place so according to the Financial Creditors there is a default as per the provisions of the Code, and the CIRP should be initiated against the Corporate Debtor.

11. It is submitted that the Corporate Debtor is trying to avoid payment of the financial debt owed by the Corporate Debtor to the Financial Creditors. It is further denied that the authorization letter is manufactured one. The Financial Creditors have submitted that as per clause 5.1, the Developer and the land owners became joint owners of the said premises, therefore due to the said reason, the land owner is an equal party in the matter as is the Developer.
12. It is submitted that the payments were made directly into the account of the land owner as the said flat pertained to the portion of the land owner's allocation as per the agreement. The Financial Creditors have denied and disputed that there was any delay in making payments as per the terms of the agreement or that they are liable to pay interest for any delay.
13. It is submitted that the flats were to be handed over up to June, 2016, to be extended by 6 months. It is submitted that the

construction was slow. The Financial Creditors had availed loan facilities from respective banks and have been paying EMI regularly for the last 3 years and, therefore, there is no question of any delayed payment from the applicants.

14. It is no doubt true that the Financial Creditors who are husband and wife have booked two flats in the Complex and paid their respective consideration to the Corporate Debtor for which receipts had been issued by the Corporate Debtor acknowledging the payments from time to time. Amounts were directly transferred to the accounts of the Corporate Debtor through bank. The objection raised by the Corporate Debtor that since the Corporate Debtor consists of 3 different entities i.e. (1) Vasundhara Nirman Unnayan Private Limited, being the Company incorporated under the Companies Act, (2) Mr. Dipankar Basu, Son of Late Anil Chandra Basu, and Ms. Sima Basu, wife of Mr. Dipankar Basu & (3) Mounthill Realty Private Limited, a Corporate Entity, the Developer of the Project, the Financial Creditors should have impleaded all these persons as Corporate Debtors in the present applications and the application as against the Corporate Debtor herein i.e. Vasundhara Nirman Unnayan Private Limited is not maintainable. The Corporate Debtor has further stated that there is no default under the agreement between the parties and that the agreement has not yet been terminated or cancelled and the amount has not fallen due without

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a demand having been made pursuant to cancellation of the agreement.

15. It may be pertinent to mention here that the Builders/Developers usually get the standard agreements drafted unilaterally and for their own benefits, not owning any liability, if they are at fault and avoid giving any benefit, if the buyer is at fault. The agreements are got signed without even giving sufficient time to the Buyers to read and understand the implicit inferences of the clauses. The Buyers in such cases cannot be left high and dry, and remediless.
16. We have heard both the parties at length. During the course of arguments, the Financial Creditor has referred to and relied upon the judgements of NCLAT, New Delhi passed in the Company Appeal No. (AT) (Insolvency) No. 346 of 2018 dated 8th January, 2019 in the matter of Dr. Vishnu Kumar Agarwal vs. M/s. Piramal Enterprises Limited and submitted the relevant extract of the judgment is reproduced as under:-

“There is no bar in the ‘I&B Code’ for filing simultaneously two applications under Section 7 against the ‘Principal Borrower’ as well as the ‘Corporate Guarantor(s)’ or against both the ‘Guarantors’. However, once for same set of claim application under Section 7 filed by the ‘Financial Creditor’ is admitted against one of the ‘Corporate Debtor’ (Principal Borrower’ or ‘Corporate Guarantor(s)'), second application by the same ‘Financial Creditor’ for same set of claim and default cannot be admitted against the other ‘Corporate Debtor’ (the ‘Corporate Guarantor(s)’ or the ‘Principal Borrower’). Further, though

there is a provision to file joint application under Section 7 by the 'Financial Creditors', no application can be filed by the 'Financial Creditor' against two or more 'Corporate Debtors' on the ground of joint liability ('Principal Borrower' and one 'Corporate Guarantor', or 'Principal Borrower' or two 'Corporate Guarantors' or one 'Corporate Guarantor' and other 'Corporate Guarantor'), till it is shown that the 'Corporate Debtors' combinedly are joint venture company."

17. The Corporate Debtor however submitted that the analogy of this judgement cannot be applied in the present case. The Financial Creditor has relied upon another judgement of NCLT, New Delhi Principal Bench passed in the case of Sanjeev Memorial Foundation vs. Kamrup Housing Projects Pvt. Ltd. in C.P. No. IB-936(PB)/2018 dated 13.02.2019. The relevant portions of the judgement are reproduced hereunder:-

"7. Learned counsel for the Corporate Debtor has opposed the admission of the application and has advanced the following arguments:'

- i) The present application is not maintainable under Section 7 of the Code because there is no willful default on the part of the Corporate Debtor in terms of Section 3(12) of the Code. It is submitted that as per clause 14 of the allotment letter dated 30.08.2015, the Corporate Debtor was entitled to reasonable extension of time if the delay caused was due to force majeure factors. It is further submitted by the Corporate Debtor that applicant vide letter dated 23.05.2018 expressed its desire for completion of the project at the earliest. The applicant has neither cancelled/terminated the provisional allotment letters dated 30.08.2015 nor demanded refund of the payment.

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- ii) The Corporate debtor has further submitted that the penalty amount is payable subject to the fulfilment of all the conditions by the applicant including timely payments of all dues/instalments. But applicant has willfully defaulted in making timely payments of instalments, therefore the applicant is not entitled to any interest.
- iii) It is further submitted by the corporate debtor that Mr. Vineet Kumar, who was an employee of the respondent company, had purportedly issued a letter to the applicant dated 30.08.2015 wherein the rate of penalty was increased from Rs. 5/- per square feet per month to Rs. 30/- per square feet per month. The increase in penalty rates was carried out without any authority of the respondent company and hence the same is void ab initio.
- iv) It is further submitted by the corporate debtor that Greater Noida Industrial Development Authority (for brevity GNIDA) vide order dated 28.05.2012 had directed all its allottees to stop the construction and not to implement the Master Plan 2021. In October 2012, the GNIDA issued further letters informing that the construction/development shall be resumed.
- v) The corporate debtor has further submitted that the Hon'ble Allahabad High Court directed the authority i.e. GNIDA for payment of additional compensation to the farmers. Therefore, the respondent company requested the applicant for payment of Rs. 2,32,035/- towards the enhanced compensation payable by the Respondent Company to GNIDA, however the said payment has yet not been paid by the applicant.

10. Though the period for delivery of possession of the said apartments came to an end in the June, 2016 and possession of the unit was required to be delivered. A reasonable period of delay of six months to one year might be acceptable. However, the facts in the present case shows that the project

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is not complete till date. In construing the terms of such like contract, it must be remembered that the Financial Creditor-allottee enjoy hardly any bargaining power to negotiate a clause in the agreement and these are standard form. The principles of reasonableness are implied in such like contract. There is extraordinary delay of about two and half years in delivering the possession and the Financial Creditor-allottee cannot be put to ransom by strict construction that the contract is not determined. In fact, there is a fundamental breach of the terms of the contract by not delivering the possession within the reasonable period. The possession should have been offered by June, 2016 and therefore, the principal amount along with compensation and interest becomes payable.”

18. These judgements will squarely cover the facts of the present case.
19. Having heard the Ld. Counsel for the parties and having gone through all the documents being relied upon by the parties, we are convinced that the Financial Creditors very much fall within the definition of Section 5(8)(f)(i). Therefore, the Financial Creditors are entitled to claim refund of the amount paid by them to the Corporate Debtor against the purchase of their respective flats possession whereof has not been delivered by the Corporate Debtor in spite of demands and even after 3 years having elapsed beyond the period of delivery of possession fixed by the parties by way of agreements.

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20. The Financial Creditors have proposed the name of Mr. Aditya Kumar Tibrewal, to work as Interim Resolution Professional if the application is admitted.
21. In the aforesaid facts and circumstances, we have no option but to order initiation of the CIRP in respect of the Corporate Debtor. We, therefore, pass the following direction/orders:-

ORDERS

- i) The application filed by the Financial Creditor under Section 7 of the Insolvency & Bankruptcy Code, 2016 for initiating Corporate Insolvency Resolution Process against the Corporate Debtor, **M/S VASUNDHARA NIRMAN UNNAYAN PRIVATE LIMITED** is hereby **admitted**.
- ii) Moratorium is declared for the purposes referred to in Section 14 of the Insolvency & Bankruptcy Code, 2016. The IRP shall cause a public announcement of the initiation of Corporate Insolvency Resolution Process and call for the submission of claims under Section 15.
- iii) Moratorium under Section 14 of the Insolvency & Bankruptcy Code, 2016 prohibits the following:-
- a) The institution of suits or continuation of pending suits or proceedings against the corporate debtor including

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- execution of any judgement, decree or order in any court of law, tribunal, arbitration panel or other authority;
- (b) Transferring, encumbering, alienating or disposing of by the corporate debtor any of its assets or any legal right or beneficial interest therein;
- (c) Any action to foreclose, recover or enforce any security interest created by the corporate debtor in respect of its property including any action under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (54 of 2002);
- (d) The recovery of any property by an owner or lessor where such property is occupied by or in the possession of the corporate debtor.
- iv) The supply of essential goods or services to the corporate debtor as may be specified shall not be terminated, suspended, or interrupted during moratorium period.
- v) The provisions of sub-section (1) shall not apply to such transactions as may be notified by the Central Government in consultation with any financial sector regulator.
- vi) The order of moratorium shall have effect from the date of admission till the completion of the corporate insolvency resolution process.

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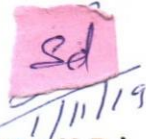
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- vii) Provided that where at any time during the Corporate Insolvency Resolution Process period, if the Adjudicating Authority approves the resolution plan under sub-section (1) of Section 31 or passes an order for liquidation of the corporate debtor under Section 33, the moratorium shall cease to have effect from the date of such approval or liquidation order, as the case may be.
- viii) Mr. Aditya Kumar Tibrewal of 7C Kiran Shankar Roy Road, Hasting Chambers, Basement, Kolkata 700001, having Registration No. IBBI/IPA-001/IP-P00743/2017-2018/11249, E.mail ID: adityatibre@gmailcom, an Insolvency professional is hereby appointed as Interim Resolution Professional by this Tribunal for ascertaining the particulars of creditors and convening a meeting of Committee of Creditors for evolving a resolution plan.
- ix) The Interim Resolution Professional should convene a meeting of the Committee of Creditors and submit the resolution passed by the Committee of Creditors and shall identify the prospective Resolution Applicant within 105 days from the insolvency commencement date.
- x) The Registry is hereby directed under section 7(4) of the Insolvency and Bankruptcy Code, 2016 to communicate the order to the Financial Creditor, the Corporate Debtor and to the I.R.P. by Speed Post as well as through E-mail.

- xi) The matter be listed on **2nd December, 2019** for filing of the progress report.
- xii) Certified copy of the order may be issued to all the concerned parties, if applied for, upon compliance with all requisite formalities.



(Harish Chander Suri)
Member (T)



(Jinan K.R.)
Member (J)

Signed on this, the 1st day of November, 2019.

VC