

**NATIONAL COMPANY LAW TRIBUNAL
GUWAHATI BENCH
GUWAHATI**

CP. (IB) No. 13/GB/2021

Coram: Hon'ble Shri H. V. Subba Rao, Member (J) : Hearing through
Hon'ble Shri Prasanta Kumar Mohanty, Member (T) : Video Conferencing

**ATTENDANCE-CUM-ORDER SHEET OF THE HEARING OF THE NATIONAL COMPANY
TRIBUNAL, GUWAHATI BENCH ON 23.11.2021**

Name of the Company: Kishan Kumar Daga Operational Creditor
V/S
Siang Tea and Industries Private Limited Corporate Debtor

Section : Under section 9 of the Insolvency and Bankruptcy Code, 2016.

S.No.	NAME (CAPITAL LETTERS)	DESIGNATION	REPRESENTATION	SIGNATURE
1.	MR. ARUN KUMAR	CMA	Petitioner	Present
2.	MR. BISWAJIT CHOUDHURY	Advocate	Respondents	in video Conference

ORDER

The Applicant is represented through respective Learned Counsel (s).

The case is fixed for pronouncement of order.

The Order is pronounced in the open court, Through Video Conferencing vide separate sheet.

Sd/-

**(PRASANTA KUMAR MOHANTY)
MEMBER (T) &
ADJUDICATING AUTHORITY
//D-23.11.2021//**

Sd/-

**(H. V. Subba Rao)
MEMBER (J) &
ADJUDICATING AUTHORITY**

**NATIONAL COMPANY LAW TRIBUNAL
GUWAHATI BENCH
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CP. (IB) No. 13/GB/2021

In the matter of:

Kishan Kumar Daga Operational Creditor

Versus

Siang Tea and Industries Private Limited Corporate Debtor

Appearance: For the Applicant - Mr. Arun Kumar, CMA
For the Respondents - Mr. B. Choudhury, Advocate

ORDER

[Per se: Shri Prasanta Kumar Mohanty Member (T)]

1. The Application has been filed by the Operational Creditor, Kishan Kumar Daga under Section 9 of the Insolvency and Bankruptcy Code, 2016 (herein after referred to as a "Code") seeking for initiation of Corporate Insolvency Resolution Process ("CIRP" in short) in respect of the Corporate Debtor, namely, Siang Tea and Industries Private Limited (Unit—Donyi Polo Tea Estate).
2. The Petitioner namely Kishan Kumar Daga is having registered address at C/o Onkar Motors, Opp. Hotel Highway Palace, NH-37, Lalmati, Beltola, Guwahati-781029.
3. It is submitted that the Operational Creditor/Petitioner Kishan Kumar Daga, a proprietary concern, is Dealer of Coal since last several years. The PAN No. of Kishan Kumar Daga is AHQPD2277B and GSTIN is 18AHQPD2277B1ZG.
4. The Respondent/ Corporate Debtor, namely Siang Tea and Industries Private Limited, having Unit-- Donyi Polo Tea Estate was incorporated on 26th November, 1986 with CIN- U01132AR1986PTC002622. The Registered Office of the Corporate Debtor is situated at: Sec-E, Itanagar Papum Pare Agartala 791111 IN is in the business of

manufacturing and trading of tea. A copy of the Master Data along with Certificate of Incorporation of the Corporate Debtor has been annexed.

5. The Authorized Capital of the Corporate Debtor is Rs.2,00,00,000 (Rupees Two Crores only) and Paid-up Share Capital is Rs.1,80,59,400 (Rupees One Crore Eighty lakhs fifty nine thousand four hundred only).

6. It is submitted that the Operational Creditor supplied Coal to the Corporate Debtor from 2nd April, 2018 to 31st August, 2019 amounting to total INR 1,32,38,937 (Rupees One Crore thirty two lakhs thirty eight thousand nine hundred thirty seven only).

7. It is submitted that petitioner is in receipt of INR 12,60,196.00 (Rupees Twelve Lakhs Sixty Thousand One Hundred Ninety Six only), and therefore, Principal outstanding due amounts to INR 1,19,78,741 (Rupees One Crore Nineteen Lakhs Seventy Eight Thousand Seven Hundred Forty One Only) and interest dues amount to INR 31,98,774 (Rupees Thirty One Lakhs Ninety Eight Thousand Seven Hundred Seventy Four only). The total debt amount along is Rs.1,51,77,515 (Rupees One Crore Fifty One Lakhs Seventy Seven Thousand Five Hundred Fifteen only) up to 25/01/2021 which includes interest for the number of days delayed beyond 15 days of date of GST invoice @ 15% p. a. Additional Interest shall be applicable till the date of realization of debt amount. The Copy of the Ledger Accounts of the Corporate Debtor in the books of the Petitioner is attached. Copy of confirmation of outstanding as on 30/09/2019 as confirmed by Corporate Debtor is also attached.

8. It is further submitted that the Petitioner has issued 47 (Forty Seven) Invoices on different dates between 02/04/2018 to 31/08/2019 for the supply of coal to the CD duly acknowledged by the Corporate Debtor.

9. The Petitioner submits that the Corporate Debtor has made the last payment of INR 1,50,000 (Rupees One Lakh Fifty Thousand only) on 7th August, 2020 in the bank account of the Petitioner A/c No. 510101006604828 maintained with Union Bank of India, Guwahati.

10. The Petitioner also submits that there are no instances of Material return by the Corporate Debtor and the Corporate Debtor has never, in the past, raised any such objections relating to the quality or any other issues for material supplied by the Petitioner.

11. The Petitioner submits that due to default on payment by Corporate Debtor, the Petitioner issued a demand notice in Form No. 3 and Form No. 4 through registered Post 29/01/2021 & E-mail dated 03/02/2021, 09/03/2021 & 02/04/2021. The copy of the postal receipts, tracker report & screen shot of E-mails are submitted.

12. The Petitioner has stated that he has submitted the bank statements of two Banks namely UCO BANK and UNION BANK OF INDIA in which the amount of Rs.12,60,196.00 (Rupees Twelve Lakhs Sixty thousand One hundred and Ninety Six only) has been received from the CD prior to issue of Demand Notice.

13. The Petitioner further submits that the total amount of claim of the Petitioner as per Form 5 is as under:

Sr. No.	Particulars	Amount INR
1.	Copy of 47 invoices for supply of Coal along with ledger account	1,32,38,937.00
2.	Interest calculated up to 25/01/2021 @ 15% p.a. for delayed period of payment	31,98,774.00
3.	Amount Received till date	12,60,196.00
	Total Claim made	1,51,77,515.00

14. It is further stated that Mr. Arun Kumar, Cost Accountant is authorized to represent the case before the National Company Law Tribunal. The copy of the Power of Attorney is annexed.

15. The Petitioner submits that the Corporate Debtor has defaulted in payment of the genuine debt. The Corporate Debtor has purposefully failed and neglected to honor the commitment towards the Operational Creditor even on service of the Notice under the Insolvency and Bankruptcy Code, 2016 and therefore, it is prayed before the

Hon'ble Bench to pass an appropriate order to commence the Corporate Insolvency Resolution Process against it.

16. The Petitioner craves leave to provide additional documents as may be required to substantiate the claim made hereunder by it against the Corporate Debtor and to amend the Petition, if the same is required in future.

17. In view of the facts mentioned above, the Petitioner has prayed for the following relief(s):-

- a. To pass appropriate order to commence insolvency as per the Insolvency and Bankruptcy Code, 2016 against the Corporate Debtor.
- b. To admit the debt payable to the Petitioner comprising (i) payment of outstanding as per the ledger submitted (ii) Interest at 15% p.a. on payment outstanding for delay period; and (iii) Legal cost of INR 2,00,000 being incurred solely for the purpose of this matter without any fault on part of the Petitioner.

18. In response to the application filed by the Petitioner under Section 9 of IBC, 2016, the following objections have been raised by the Corporate Debtor.

18.i The Respondent has stated that the Respondent Company is a company registered under the provisions of the Companies Act, 1956. The Respondent Company within its fold has 750-800 employees (including seasonal workers). The Respondent further states that the Respondent Company is an on-going and flourishing concern. It is respectfully submitted that the initiation of insolvency proceedings against a solvent entity like the Respondent Company is against the scope and intent of the Insolvency and Bankruptcy Code, 2016.

18.ii The Respondent Company has submitted that the Insolvency & Bankruptcy Code, 2016 was enacted with the objective of providing resolution of insolvency of an entity by continuation of its operations, maximizing its assets and balancing the interest of its stakeholders. The Respondent states that the Applicant by setting into motion the

present proceedings is attempting to misuse the provisions under the IBC as a recovery mechanism. The Respondent states that the present proceedings are undeniably 'fraudulent' and 'malicious' as provided under Section 65 of the IBC.

18.iii The Respondent has stated that the Applicant has, with malafide intentions, not brought to the fore, certain material facts before the Hon'ble Tribunal, for which the present Application deserves dismissal in limine.

18.iv The Respondent submits that the situation was even more parlous for agro businesses like tea estates, because it depends very heavily on manual labour. The fear of Covid in wave after wave has compelled that the tea plantation workers have not returned to work in sufficient numbers. In the meanwhile, because of lack of constant care, weeding, pruning and spraying of insecticides, large tracts of plantations would take a long time to be brought back into shape. Tea production and revenues would take more time to come. These were difficult times for everyone. There may be some chance now, with somewhat improved conditions, for the plantations to come back to life, provide employment to large number of workers and to generate economic activity for its feeder organizations like that of the Applicant. **But it is definitely not the time to kill the goose by bankrupting the companies like the Respondent one that would lay the golden eggs for all of them and contribute to the economic wellbeing of the community and nation.**

18.v It is submitted that the Respondent Company is committed to fulfill its obligations to all of its stakeholders and has always paid their rightful dues, including those of the Applicant. However, it is submitted that the Applicant has failed to produce any supply order from the Respondent for the goods in question that he claims to have supplied to the Respondent, nor has the Applicant placed on record any document to prove that the alleged goods were actually delivered to the Respondent. The Respondent categorically states that neither the supply of goods nor the amounts as claimed as due and payable by the Applicant were ever accepted to be correct. These continue to be disputed by the Respondent Company. The Respondent is committed to

fulfill its obligations to all of its stakeholders and has always paid their rightful dues, and would also do so in future.

18.vi That the Respondent Company states that the Applicant despite the receipt of the amount of Rs.20.00 lakhs has initiated the present proceedings. It is submitted that the Application filed by the Applicant suffers from the following incurable errors of law as well as facts:

a. In the matter of sales of goods and any other contract, the agreement specifies the time within which the consideration/amount has to be paid for the goods procured. A default can occur only if the payment is not within the time prescribed in the agreement. The Applicant has not produced any agreement or document to show as to what was the last date by which the alleged amount of debt would had to be paid by the Respondent, or after which date, the debt would become payable with interest. In the absence of any contractual binding on the Respondent to make payment of any debt by a particular date, no 'default' has been established by the material on record.

b. In **terms of Section 8(1) of the IBC Code, a creditor can issue a demand notice to the debtor only 'on the occurrence of a default'**. Since no default had occurred in the present case, the issuance of demand note by the Applicant was invalid and non-est.

c. It is stated that further actions of the Applicant are also not valid in law because (a) the demand notice was illegal and non-est, and (b) there was no default even on the date of filing of the present complaint, or even till date.

d. It is a well-established doctrine of law that when the law prescribes a thing to be done in a certain way, it has to be done only in that way and not in any other way [*HN Risbud & Inder Singh VS State of Delhi, AIR 1955 SC 196*]. Since the demand notice was issued and the present Application filed when no

default has been established by the material on record, the present application merits dismissal, in limine.

e. In light of the aforesaid, the Respondent states that the Respondent Company has been able to establish that the Application filed by the Applicant under Section 9 of the IBC is in violation of the provisions of the IBC Code and an abuse of the process of law.

f. It has been prayed by the CD that this Hon'ble Tribunal may be pleased to:

- a. Dismiss the Application filed by the Applicant under Section 9 of the IBC with exemplary costs, in view of the above contentions and submissions made by the Respondent.
- b. Pass any such other order(s) as this Hon'ble Tribunal deem fit and proper in the present facts and circumstances of the case.

19. The Operational Creditor has further advanced the argument to the reply filed by the Corporate Debtor that the submissions of the CD are misleading, devoid of merit, hence vehemently denied. It is submitted that the Operational Creditor has issued various GST Invoices along with E-way bill for the supply of coal to the CD which was duly acknowledged by the CD vide Page no. 43 to 174 of Form no. 5 of the instant application. The goods have been supplied to the Corporate Debtor after the representatives of the Corporate Debtor themselves satisfied with the quantity and quality of the goods while taking supply of goods from the Operational Creditor. Therefore, the Corporate Debtor cannot question the amount due to the Operational Creditor at this juncture, the Corporate Debtor is liable to pay the legal dues to the Operational Creditor along with interest. Furthermore, if the Corporate Debtor has any issue regarding the supply of goods, the Corporate Debtor should have raised the issue with the Operational Creditor at the time of delivery of goods. After the goods have been supplied to the Corporate Debtor, the Corporate Debtor with malafide intention and deliberately avoid making payments which causes huge loss to Operational Creditor. It is further submitted that the Corporate Debtor has failed to make the

payments after the goods have been supplied. Furthermore, the CD has checked and found OK the ledger balance of the applicant on 23/09/2019 vide page no. 202 & 203 of the instant application which itself tantamount to the acknowledgement of the debt due.

20. It is submitted that Corporate Debtor is indebted to Operational Creditor for a sum of Rs.1,51,77,514.00 (Rupees One Crore Fifty One Lakh Seventy Seven Thousand Five Hundred Fourteen only) including the unpaid accumulated interest at the rate of 15% p.a. from the date of default up to 25/10/2021 and the interest is accruing further on day-to-day basis. The Operational Creditor has had a business relationship with the CD since 2009 and the standard payment due date for the supply of coal is 15 days from the date of the Invoice. In the case of default, the interest @ 15% p.a. is charged after the 15 days of invoice issue date. The default date of CD was 31/08/2019 accordingly FORM-3 demand notice dated 25/01/2021 issued to the CD u/s 8(1) of IBC 2016 read with Rule 5 of IB (application to the adjudicating Authority) Rules 2016. It is humbly submitted that before the issue of demand Notice and thereafter also the CD does not raise any dispute regarding the GST Invoices along with E Waybills or the debt due amount.

21. On the other hand the Respondent now respectfully opposes the admission of the application for the following reasons, without prejudice to one another:

- (a) That necessary pre-conditions for proceedings by an Operational Creditor under the IBC are that (i) a valid debt, due and payable by the Corporate Debtor to the Operational Creditor, must exist in fact, (ii) such debt must amount to Rs.1.00 crore or more, (iii) there should be no dispute about the amount of that debt, and (iv) mere existence of that debt is not enough, and a default in payment of that debt must have occurred. All four conditions must be satisfied before an application can be admitted under IBC.

- (b) It is respectfully submitted that there was no 'occurrence of default' in the present case. A default can be said to occur only after expiry of the time period agreed to by the parties within which the payment is to be made, giving rise to a right to sue. For example, if it is agreed between the parties that payment is to be made within 30 days of supply of goods, the earliest a default can be said to occur is on expiry of 30 days of supply of goods. Further, in commercial matters and contracts, rights and liabilities of the parties are governed by mutually agreed conditions of their agreements / contracts. It is for the parties to mutually decide as to whether there should be a time period within which the payment has to be made; if, it is mutually agreed to have a time period for payment, for what duration should it be. **If no such time limit or period for making the payment is specified, a default cannot be claimed to have suddenly occurred at any arbitrary and unilaterally decided date chosen by one party.**
- (c) It is stated that, in the present case, there was no contract or mutually agreed time period within which the Respondent was required to make a payment. No such agreed time period was claimed in the application, nor was any contract or other document to this effect was produced by the applicant. The learned representative of the Applicant also fairly conceded to the Hon'ble NCLT on 16.09.2021 that there was neither a contract between the applicant and the respondent, nor any supply order, and that there was no mutually agreed time period within which payments had to be made by the Respondent.

It is stated that, not only was here no mutually agreed time period within which payment had to be made, the applicant neither

claims in his application, nor produced any document to show, that he had ever unilaterally demanded payment of the claimed debt to be made by a particular date or within a certain time period. The first such demand for payment specifying a period of 10 days can be seen to have been made only in the demand notice dated 25.01.2021 issued u/s 8 of IBC. Thus, there could be no 'occurrence of default' before issue of the 25.01.2021 notice.

For the record, however, it is submitted that even if the applicant had given a deadline for payment unilaterally, non-payment within that deadline would still not be a default in the absence of a mutually agreed period for payment, and, in the present case, there was no such mutual agreement.

Thus, there was neither a mutually agreed time period for making the payment, nor had the applicant sought payment within any unilaterally specified time period before the applicant issued the demand notice on 25/01/2021. Therefore, there could be no occurrence of default, and the present application is infructuous and not admissible under the IBC.

- (d) It is stated that, while there was no specified time period within which the payments had to be made, payments were being made to the **applicant from time to time in a rolling manner, including during the period** in which the applicant claims in the application to have supplied the goods. In para 4 of the application, the applicant admitted that he had received Rs.12,60,196.00 and further admitted in para 6 of the application that last payment was received by him on 07.08.2020. In the meanwhile, the Government of India had declared a national disaster in the wake of Covid-19 pandemic. It ordered a nation-wide lockdown, closure of industries

and restrictions on attendance of staff and workers. Industries like the Respondent Company, which is a tea estate and critically reliant on a large number of plantation workers coming from Assam, were the worst affected. Realizing the impossible situation that the industries were in, the Government and the RBI put a moratorium on seeking recovery of debts from the industries. Each action under IBC was suspended for the period between 25th March 2020 and 25th March 2021 by amending the IBC vide notifications dated 5.6.2020, 24.09.2020 and 22.12.2020. The rationale and the need for this suspension were noted in the notification dated 5.6.2020 as follows:

"AND WHEREAS COVID-19 pandemic has impacted business, financial markets and economy all over the world, including India and created uncertainty and stress for business for reasons beyond their control"

AND WHEREAS it is considered expedient to exclude the defaults arising on account of unprecedented situation for the purposes of insolvency proceedings under this code."

AND WHEREAS it is considered expedient to exclude the defaults arising on account of unprecedented situation for the purpose of insolvency proceedings under this code."

Yet, in spite of a horrendous situation being faced by the Respondent, the applicant issued a demand notice dated 25.1.2021 during this embargo period of 25th March 2020 to 25th March 2021. Thus, besides the said demand notice being infructuous in the absence of occurrence of a default, it was also completely unlawful and unwarranted in the light of the situation, statutory provisions and orders promulgated in the wake of the Covid-19 pandemic.

- (e) It is further stated by the CD that without prejudice to all of above and without conceding any of the claims of the applicant, it is further submitted that even if it was to be contended that a default had occurred in February 2021 on the ground that no payment was made within 10 days of the demand notice dated 25.1.2021, such a contention would also be misconceived and in the teeth of law, because (i) as brought out earlier, the notice dated 25.1.2021 was infructuous being in violation of the provisions of section 8 under which it was issued, and (ii) because no application under section 9 is permitted by IBC to be 'ever' filed for any default occurring between 25th March 2020 and 25th March 2021.

Vide Government of India ordinance notified on 5.6.2020, the IBC was amended to provide that (a) no proceedings could be initiated under section 7, 9 and 10 of IBC in the period of 6 months from 25th March 2020, (b) no application was to be 'ever' permitted u/s 7, 9 and 10 of IBC where a default had occurred during the period of those 6 months, and (c) this period of 6 months could be extended by Government of India (GOI) by another 6 months. The period of 6 months from 25th March 2020 was later extended by GOI twice - vide notification dated 24.9.2020 till 25th December 2020, and then vide notification dated 22.12.2020 till 25th March 2021. Thus, though proceedings could be initiated after 25th March 2021 under sections 7, 9 and 10 for a default that occurred before 25th March 2020 or after 2021, no such proceedings can ever be initiated for a default that occurred in the intervening one-year period from 25th March to 25th March 2021. Here it is not the date of filing of the application, but the date of occurrence of default that is relevant. Therefore, even if the present application u/s 9 was filed by the applicant after the suspension period was over on

25th March 2021, it is still barred under IBC in respect of default in payment within 10 days of the demand notice dated 25.1.2020 (which is claimed by the applicant in his application to have been delivered to the Respondent on 02.02.2021), or at any other time between 25th March 2020 and 25th March 2021. No such default would ever be actionable under the IBC.

For referral convenience, the notifications dated 5.6.2020, 24.9.2020 and 22.12.2020 are annexed.

- (f) Without prejudice to all of the above, and without conceding any of the claims of the applicant, it is further submitted by the CD that in the absence of any contract, supply order or **any other document providing details of what were the agreed quantities of goods to be supplied, or what were to be their quality and specifications, or what were the agreed rates for those goods, the amount of debt claimed by the applicant remains un-determined and disputed. The application merits dismissal in limine on this count too.**
- (g) That the Respondent Company is an on-going and flourishing concern. It is respectfully submitted that the initiation of insolvency proceedings against a solvent entity like the Respondent Company is against the scope and intent of the IBC.
- h) It is submitted that the Insolvency & Bankruptcy Code, 2016 was enacted with the objective of providing resolution of insolvency of an entity by continuation of its operations, maximizing its assets and balancing the interest of its stakeholders. The Applicant by setting into motion the present proceedings is attempting to misuse the provisions under the IBC as a recovery mechanism for such debt. The Respondent submits that the present proceedings are

undeniably 'fraudulent' and malicious as provided under Section 65 of the IBC.

- i) It is therefore, most respectfully prayed once again that this Hon'ble Tribunal may be pleased to:
 - a. Dismiss the application filed by the Applicant under Section 9 of the IBC with exemplary costs;
 - b. pass any such other order(s) as this Hon'ble Tribunal may deem fit and proper in the present facts and circumstances of the case.

22. The matter was taken up for hearing on 22.06.2021, 19.07.2021, 03.08.2021 and 16.09.2021.

ORDER

23. Heard both the sides at length and it is observed that-

- (1) Both the OC and the CD have entered into business from the year 2009-2010. The Respondent Company is manufacturing and trading of Tea and the OC has supplied coal to the CD
- (2) The Applicant has claimed Rs.1,51,77,515.00 from the CD which includes interest of Rs.31,98,774.00 on the basis of 47 Invoices enclosed. The date of default mentioned by the Applicant is 21/08/2019 only on the basis of the date of last invoice raised.
- (3) The CD has submitted that it is a going concern having 750-800 employees including seasonal workers but the situation was precarious during COVID Period/Waves for all industries even more for it as agri business, tea estates which are depending heavily on manual labour. The CD has been paying the dues to the Applicant as and when funds available as there is no contract or agreed time period within which the Respondent was required to make a payment

- (4) The Respondent has further submitted that the Applicant has also issued Demand Notice during the Covid Pandemic Period when the GOI /RBI has notified that no proceedings could be initiated under Sections 7,9,10 of IBC for the default occurred during the period between 25/03/2020 - 25/03/2021.
- (5) The Respondent has further stated that the Application needs to be rejected as this is definitely not the time to kill the goose by Bankrupting the CD which would lay the golden eggs for all including the Creditors and contribute to the economic wellbeing of the workers, the Community and the Nation.
- 6) **The papers, documents, invoices submitted by the Applicant have been perused by us but the Applicant/OC has not submitted any paper/contract or other proof about the due date of payment of the goods supplied. Even not a single invoice, out of 97 invoices raised contains any due date of payment.**
- (7) The CD has been paying as and when apparently funds are available with it. The payment is made in a continuous or rolling manner even the Petitioner has confirmed that it has received payment of Rs.1,50,000.00 from the CD on 07/08/2021.
- (8) **Due date has not been mentioned in the invoice .No such agreed time period is claimed in the application and no contract or other document to that effect is produced by the OC during the proceedings.**
- (9) The Applicant has issued demand notice under Section 8 of the IBC upon the CD on 25.01.2021 during severe Pandemic Period when the notification of Govt. of India/RBI is clear that no proceedings under Section 7, 9 and 10 of I&B Code can be initiated for the default occurs during Covid Pandemic period between 25.03.2020 –to 25.03.2021.

- (10) **One of the necessary preconditions for admitting any Application filed under Section 9 of the I & B Code is that, mere existence of Debt is not enough but a default in payment of that debt must have occurred. A default can be said to be occurred only after expiry of the time period agreed to by the Parties within which the payment is to be made.**

In this case, no such time or period for making the payments of Goods sold has been specified and the Applicant could not produce any documents to show the Due and Date of Default of Debts.

- (11) **Hence the Application filed under Section 9 of I&B Code is hereby rejected in the absence of submission of proof of Due and Default date of the unpaid dues by the Applicant.**
- (12) **However, we are making it clear that this Petition is rejected under Section 9 of IBC only but the Petitioner may proceed, if otherwise eligible, before any other Forum in accordance with law.**

24. Hence this Application is rejected so as to no cost.

Sd/-

**(PRASANTA KUMAR MOHANTY)
MEMBER (T)**

&

ADJUDICATING AUTHORITY

td-d/ 23 .11.21//

Sd/-

**(H.V. SUBBA RAO)
MEMBER (J)**

&

ADJUDICATING AUTHORITY