

**THE HON'BLE JUSTICE MOUSHUMI BHATTACHARYA
AND
THE HON'BLE JUSTICE B.R.MADHUSUDHAN RAO**

COMCA No.3 of 2025

Sri E. Madan Mohan Rao, learned Senior Counsel representing Sri P.Sri Harsha Reddy, learned counsel for the appellant.

Sri Vedula Srinivas, learned Senior Counsel appearing for Sri B.Sriram Reddy, learned counsel for the respondent No.1

JUDGMENT: (Per Hon'ble. Justice Moushumi Bhattacharya)

The subject matter of the Commercial Court Appeal is an order dated 04.11.2024 passed by the Special Judge for Trial and Disposal of Commercial Disputes, Ranga Reddy District at L.B. Nagar (Commercial Court) allowing an Interlocutory Application (I.A.No.60 of 2024 in C.O.S.No.46 of 2023) filed by the respondent No.1 under Order VII Rule 11 r/w Section 151 of The Code of Civil Procedure, 1908 (CPC), for rejection of plaint. By the impugned order, the Commercial Court rejected the plaint filed by the appellant in C.O.S.No.46 of 2023.

2. The appellant filed the Suit (C.O.S.No.46 of 2023) for a permanent injunction restraining the respondent No.1/defendant No.1 (M/s.H.B.T. GMBH) from continuing to resolve its claims through arbitration before the defendant No.2 (the International Court of Arbitration in International Chamber of Commerce) (ICA)

under the Agreements dated 18.12.2009 and 11.04.2011. The defendant No.2 is the second respondent in this appeal. The cause of action pleaded in the plaint arose on 29.04.2023 with the respondent No.1/defendant No.1 invoking the arbitration clause in the Agreement dated 18.12.2009 against the appellant and on 31.08.2023 when the defendant No.2 (ICA) directed the parties to nominate their Co-Arbitrators. The cause of action pleaded in the plaint includes 29.09.2023 when the respondent No.2/ICA directed the appellant/plaintiff to nominate its Co-Arbitrator.

3. The respondent No.1 filed the Interlocutory Application (I.A.No.60 of 2024 in C.O.S.No.46 of 2023) under Order VII Rule 11 of the C.P.C stating that the plaint in the C.O.S. deserves to be rejected since the appellant had an equally efficacious remedy under section 16 of The Arbitration and Conciliation Act, 1996 (1996 Act) and also under the law pronounced by the Supreme Court declaring that a Civil Suit is not maintainable where the existence or validity of an Arbitration Agreement has been questioned by a party. The respondent No.1 accordingly sought for rejection of the plaint on the ground that the plaint is barred by law.

I. Submissions of the Appellant and the Respondent No.1

4. Learned Senior Counsel appearing for the appellant/plaintiff submits that the parties executed Agreements on 18.12.2009 and 11.04.2011 for procurement of long wall equipment for extracting coal from the appellant/plaintiff's underground mines, which contained an arbitration clause. Counsel submits that disputes arose between the parties during the course of execution of the contract in 2015-16 and the respondent No.1 claimed amounts from the appellant, which the latter refused to pay on the ground that the predecessor of the respondent No.1 had committed default in the guaranteed performance of the equipment supplied by the respondent No.1 to the appellant for extracting coal from the underground mines.

5. Counsel submits that the appellant was precluded from invoking the Arbitration Clause (Clause 15 of the Agreement dated 18.12.2009) since the invocation was beyond the time limit provided under Clause 15. Counsel relies on Clause 15A of the Agreement to argue that the respondent No.1 could only have initiated proceedings before the District Courts of Khammam/ Karimnagar since the respondent No.1 failed to initiate arbitral

proceedings within the time limit provided under Clause 15(a) of the Agreement. Counsel submits that the parties had unsuccessfully tried to resolve the dispute through negotiation and that the respondent No.1 should have invoked the Arbitration Clause within 30 days from 13.03.2016 i.e., the date on which the negotiation came to an end. Counsel submits that Order VII Rule 11 of the C.P.C would not be applicable since the appellant's Suit was not barred by any statute. It is further submitted that section 16 of The Arbitration and Conciliation Act, 1996 can only be invoked after commencement of the arbitration proceedings which is admittedly not the case in the present Appeal.

6. Learned Senior Counsel appearing for the respondent No.1 submits that the respondent No.1 sought for rejection of the plaint since the dispute is related to the existence and validity of the Arbitration Clause which can only be decided by the Arbitral Tribunal as opposed to a Civil Court. Counsel argues that a Civil Court does not have jurisdiction to decide the competence of the Arbitral Tribunal and cannot pass any injunction order to prevent arbitration proceedings. Counsel argues that even if the appellant contends that arbitration clause had been exhausted by expiry of the prescribed timeframe, such issue can only be decided before

the Arbitral Tribunal. Counsel places several decisions to contend that a Civil Court does not have the power to grant an injunction restraining continuation of arbitral proceedings and that a Suit seeking such an injunction is contrary to law.

7. We have heard learned Senior Counsel appearing for the appellant and the respondent No.1 and we have carefully gone through the material placed before us. The respondent No.2/ICA is not represented.

8. Our decision in the matter is divided under sub-heads for a better understanding of the issues involved.

II. Decision

A. Background facts:

9. The appellant/plaintiff and the respondent No.1 entered into an Agreement on 18.12.2019 for procurement of equipment for extracting coal from the underground mines of the appellant. The respondent No.1 was to supply these goods to the appellant. A further purchase order was executed between the parties on 11.04.2011 for procurement of additional equipment with similar terms as the earlier Agreement. Clause 15 of the Agreement dated

18.12.2009 contains an Arbitration Clause. While Clause 15 (a) – (c) provides for Arbitration, Clause 15A provides for parties to file proceedings before the Courts having original civil jurisdiction in the Districts of Khammam/Karimnagar.

10. Disputes arose between the parties in 2015-2016. The parties exchanged letters on 19.01.2016 and 20.01.2016 with regard to the start and end-points for negotiations and the appointment of an Arbitrator under Clause 15 of the Agreement. The appellant sent a letter to the respondent No.1 on 18.08.2018 with regard to the alleged poor performance of the equipment supplied by the respondent No.1. The respondent No.1 replied to the said letter on 06.09.2018 urging the appellant to take a more collaborative approach to the dispute. The appellant thereafter sent another letter to the respondent No.1 on 13.12.2018 reiterating the poor performance of the equipment supplied by the respondent No.1. The parties also exchanged letters on 06.07.2020 and 13.09.2020 and held a meeting on 16.12.2020 for working out the modalities of the appellant's claim.

11. The correspondence/discussions between the parties escalated when the appellant sent a letter to the State Bank of

India on 20.03.2023 for invoking the Bank Guarantee furnished by the respondent No.1 against the purchase orders dated 18.12.2009 and 11.04.2011. The appellant sent a further letter to the respondent No.1 on 05.04.2023 for payment of Euro 2,507,044.51 and INR 1,65,33,612.05 towards insurance and other claims. The respondent No.1, in turn, sent a notice to the appellant on 28.04.2023 invoking the Arbitration Clause under Clause 15 of the Agreement and called upon the appellant to agree to one of the names given by the respondent No.1 as the sole Arbitrator for adjudicating the dispute within a period of 30 days from the date of receipt of the notice. By a letter dated 22.05.2023, the appellant rejected the request of the respondent No.1 for nominating the Arbitrator on the ground that the reference was beyond the time frame provided under Clause 15 of the Agreement.

12. The respondent No.2 (ICA) passed an order on 31.08.2023 requiring the respondent No.1/claimant to nominate its Co-Arbitrator within 15 days under the ICC Rules of Arbitration, 2021 and the respondent No.1 to do the same upon receipt of the claimant's nomination.

13. The appellant applied to the respondent No.2/ICA for recalling the order dated 31.08.2023. Counsel for the respondent No.1 sent a letter to the respondent No.2 (ICA) on 26.09.2023 requesting the respondent No.2 to direct the appellant to appoint its nominee Arbitrator and refer all disputes under the Agreement dated 18.12.2009 to the Arbitral Tribunal.

14. The appellant filed the Commercial Original Suit (C.O.S.No.46 of 2023) before the Commercial Court at Ranga Reddy District on 19.10.2023 for restraining the respondent No.1 from seeking resolution of its claims through Arbitration before the respondent No.2/ICA under the Agreements dated 18.12.2009 and 11.04.2011. The Commercial Court passed an *ex parte* interim injunction on 20.10.2023 restraining the respondent No.1 from continuing the arbitration against the appellant till 03.11.2023. The respondent No.1 filed its Statement of Objections on 24.01.2024 and I.A.No.60 of 2024 on 05.02.2024 before the Commercial Court for rejection of plaint under Order VII Rule 11 of the C.P.C.

15. The Commercial Court passed the impugned order on 04.11.2024 allowing I.A.No.60 of 2024 and rejecting the plaint filed in C.O.S.No.46 of 2023.

16. The respondent No.2/ICA granted time to the appellant till 30.12.2024 to nominate its Arbitrator.

17. We propose to restrict our decision only to whether the plaint was correctly rejected under Order VII Rule 11(d) of the CPC.

B. The statements in the plaint must be taken to be correct for a Decision on whether the Plaint was liable to be rejected.

18. The captioned heading is the test for application for rejection of plaint under Order VII Rule 11 of the CPC, that is, whether the rejection is warranted on any of the grounds under Clauses (a) – (f) of Order VII Rule 11. In the present case, the ground taken by the respondent was under Clause (d) i.e.,

“(d) where the suit appears from the statement in the plaint to be barred by any law;”

19. The test to be applied runs along the statements made in the plaint which are taken to be correct in their entirety i.e., whether the statements made in the plaint would alone entitle the plaintiff

to a decree: *Liverpool & London S.P. & I Assn. Ltd. Vs. M.v. Sea Success I*¹. The plea taken by the defendant in the written statement or in the application for rejection of plaint is irrelevant for a decision on whether the plaint was liable to be rejected: *Sopan Sukhdeo Sable Vs. Charity Commr.*,². Therefore, the starting point of adjudication as to the correctness of the impugned order, allowing the respondent's application for rejection of plaint, would be the statements in the plaint itself.

C. Does the plaintiff's Suit appear to be barred by law from the statements made in the plaint ? Order VII Rule 11(d) of the CPC.

20. A summary of the relevant paragraphs/statements in the plaint is given below:

- The Suit described itself as a "Suit for Permanent Injunction".
- The parties could not arrive at a settlement under clause 15 of the Agreement dated 18.12.2009 within the time period provided under the said clause i.e., by 15.03.2018 (paragraph No.6)

¹ (2004) 9 SCC 512

² (2004) 3 SCC 137

- The defendant No.1 sought to refer the disputes to arbitration in May, 2023. Arbitration mechanism for redressal is not permitted under the Agreement since clause 15 of the Agreement ceased to be in operation and Clause 15A was triggered instead. Thus, only a civil Suit can be filed for redressal of grievance if any. (paragraph 9)
- A 5 - Judge Bench of the Supreme Court in *N.N. Global Mercantile Private Limited Vs. Indo Unique Flame Limited*³ (dated 25.04.2023) held that an insufficiently-stamped Arbitration Agreement cannot be acted upon. (paragraph 10B)
- The Agreement dated 18.12.2019 is null and void in view of the law laid down by the Supreme Court in *N.N. Global* (paragraph 13)
- The claims referred to arbitration dated 29.04.2023 were barred by the laws of limitation (paragraph 12)
- The plaintiff is entitled to and the Court has the power to grant an anti-suit injunction. (paragraph 18)

³ (2023) 7 SCC 1

- Prayer (i) of the plaint is for permanent injunction restraining the defendant No.1 from seeking resolution of its claims through arbitration with the defendant No.2 (International Court of Arbitration) under the Agreements dated 18.12.2009 and 11.04.2011.

21. These are the statements made in the plaint. The scrutiny of this Court will hence be limited to the legality/preservation of the plaint in light of the statements therein. It is clear from the statements that the Suit is for restraining the defendant No.1 (respondent No.1 herein) from resolving its claims through and/or continue with the arbitral process. The appellant/plaintiff has grounded this prayer on a construction of clause 15 of the Agreement dated 18.12.2009. The appellant says that the respondent No.1/defendant No.1 was precluded from invoking arbitration under clause 15 since the time to invoke arbitration expired under clause 15(a).

22. The appellant's case is that Clause 15(a) would be triggered once the time to invoke arbitration expires. The only recourse available under Clause 15(a) would be to approach the Courts having original civil jurisdiction in the district of

Khammam/Karimnagar in the State of Telangana. This ground was taken in the statements made in the plaint as enumerated above.

23. We reiterate that the contra-interpretation given by the respondent No.1 to Clause 15 or the correspondence relied upon by the said respondent is strictly outside the purview of an Order VII Rule 11 issue where the plaint stands front and center of the adjudication. We shall therefore proceed to answer the issue on the legality of the plaint.

24. The answer can be found in The Arbitration and Conciliation Act, 1996 and the law pronounced by the Supreme Court, which is discussed below.

D. The Arbitration and Conciliation Act, 1996 provides the statutory bulwark against Court - Intervention

25. The fetters to judicial interference are built into the Scheme of the 1996 Act. Section 5 of the Act curtails the powers of the Courts to intervene in matters governed by Part I of the Act relating to arbitrations anchored in India.

26. Section 16 underscores the principle of *kompetenz-kompetenz* by bestowing the power to the Arbitral Tribunal to rule on its own jurisdiction including on any objections with respect to the existence or validity of the Arbitration Agreement.

27. The doctrine of *kompetenz-kompetenz* implies conferment of this very power on the Arbitral Tribunal and intends to minimise judicial intervention in the arbitral process. The only exception to this doctrine is where the Arbitration Agreement itself is impeached by fraud or analogous principles thereto or lacks any of the requirements under section 7 of the Act which lends form and substance to an “Arbitration Agreement” as defined under section 2(1)(b) of the 1996 Act. The exception also covers matters where the arbitrability of the dispute is called into question: *M/s. Uttarakhand Purv Sainik Kalyan Nigam Ltd. Vs. Northern Coal Field Limited*⁴.

E. The law with regard to Anti-Arbitration Suits.

28. The consensus of the Courts, as would be evident from the decisions placed before us, is that Civil Courts should adopt a hands-off approach in respect of arbitration matters. The decisions

⁴ (2020) 2 SCC 455

emphasise limited judicial intervention under section 5 of the 1996 Act concerning matters governed by Part I of the 1996 Act and on the principle of *kompetenz-kompetenz*, which preserves the sanctity of the power conferred on the Arbitral Tribunal to rule on its own jurisdiction.

29. A brief statement of the decisions reinforcing the above view is given below. The list ends with the most recent decision on the subject.

F. Judicial Non-Interference permeates the scheme of The Arbitration and Conciliation Act, 1996

- *Kvaerner Cementation India Limited Vs. Bajranglal Agarwal*⁵ - Section 16 of the 1996 Act confers power on the Arbitral Tribunal to rule on its own jurisdiction including on any objection in respect to the existence or validity of the Arbitration Agreement. A Civil Court does not have jurisdiction to go into that question.
- *National Aluminium Company Limited Vs. Subash Infra Engineers Private Limited*⁶ - the Supreme Court followed the decision in *Kvaerner Cementation India Limited* (supra).

⁵ (2012) 5 SCC 214

⁶ (2020) 15 SCC 557

- *Sushma Shivkumar Daga Vs. Madhurkumar Ramkrishnaji Bajaj*⁷ – the Supreme Court held that section 16 of the 1996 Act gives immense powers to the Arbitral Tribunal, including the power to rule on its own jurisdiction. Hence, all jurisdictional issues can be gone into by the Arbitral Tribunal. Party autonomy and minimal judicial intervention in the arbitral process underscores the legislative intent in enacting the 1996 statute. It was further held that the scope of judicial scrutiny at the stage of section 11(6) or section 8 is extremely limited after the 2015 amendment to the Act. The only exception to this rule is where the dispute itself is non-arbitrable or statutorily protected under a special legislation.
- In *Re: Interplay between Arbitration Agreements under Arbitration and Conciliation Act, 1996 and Stamp Act, 1899*⁸ - A 7-Judge Bench of the Supreme Court reiterated that the principle of party autonomy is an integral element of the ever-evolving domain of arbitration law and means that the parties to an Arbitration Agreement can exercise their

⁷ AIR 2024 SC 197

⁸ (2024) 6 SCC 1

contractual freedom to bestow the Arbitral Tribunal with the authority to decide disputes that may arise between them. The principle of judicial non-interference reflects the autonomy of Arbitral Tribunals. The competence of an Arbitral Tribunal to rule on its own jurisdiction including on any objections with regard to the existence or validity of the Arbitration Agreement indicates that the Arbitral Tribunal enjoys sufficient autonomy from the national courts. The principle of judicial non-interference is fundamental to both domestic and international commercial arbitration and finds statutory expression in section 5 of the Act which is a reproduction of Article 5 of the Model Law on the extent of Court intervention. Section 5 of the Act in fact has more teeth since it begins with a non-obstante clause. The doctrine of *kompetenz-kompetenz* implies that Arbitrators are empowered to make a final ruling on their own jurisdiction with no subsequent judicial review of the decision by any Court.

- *SBI General Insurance Com. Ltd. Vs. Krish Spinning*⁹ - The Supreme Court held that the principle of judicial non-

⁹ 2024 SCC OnLine SC 1754

interference permeates the scheme of the 1996 Act and is contained in section 16 thereof. Section 5 of the 1996 Act minimises the supervisory role of Courts. Judicial authorities are prohibited from intervening in the arbitral proceedings where the Arbitral Tribunal has been conferred with exclusive jurisdiction. Section 16 recognises the intention of the parties in choosing arbitration as the dispute - resolution mechanism and prevents the parties from initiating parallel proceedings before Courts.

- *Cox and Kings Limited Vs. SAP India Private Limited*¹⁰ and *Aslam Ismail Khan Deshmukh Vs. ASAP Fluids Private Limited*¹¹ – In both these decisions, the Supreme Court reiterated the limited role of the Court in an application for appointment of Arbitrator under section 11(6) of the 1996 Act. The Supreme Court held that it was open for the parties to raise all available objections in law including that of limitation before the Arbitral Tribunal. The principle of judicial non-interference permeates the Scheme of the 1996 Act and sections 16 and 5 indicate that the Arbitral Tribunal enjoys sufficient autonomy from the national courts.

¹⁰ (2025) 1 SCC 611

¹¹ (2025) 1 SCC 502

G. Anti-Arbitration Injunctions militate against Party Autonomy

30. Apart from the law laid down by the Supreme Court, the broad parameters governing anti-arbitration injunctions may be summarized in the following manner:

31. A Court should be extremely circumspect in granting an Anti-Arbitration injunction and such an injunction should only be granted upon the considered view that the proceedings initiated are vexatious or oppressive to the party resisting arbitration. An injunction may also be granted where the authenticity of the very Arbitration Agreement has been questioned or the arbitration proceedings are found to be unconscionable. In the context of an Anti-Suit Injunction, the Supreme Court in *Modi Entertainment Network Vs. W.S.G. Cricket PTE Ltd.*¹² held that such an injunction would not be granted to nullify the exercise of jurisdiction of the forum chosen by the parties.

32. In general, the overarching consideration of the Court is that underpinning section 45 of the 1996 Act i.e., when the Court *prima facie* finds that the arbitration agreement is null and void, inoperative or incapable of being performed.

¹² (2003) 4 SCC 341

33. The expression '*null and void*' would cover those cases where the arbitration agreement is affected by invalidity right from the beginning, such as lack of consent due to misrepresentation, duress, fraud or undue influence. The word '*inoperative*' would apply where the arbitration agreement has ceased to have effect, such as revocation by the parties. '*Incapable of being performed*' would apply where the arbitration cannot effectively be set into motion, either because it is vaguely - worded or the terms of the contract contradicts the parties' intention to arbitrate: *Albert Jan Van Den Berg in an article titled "The New York Convention, 1958 – An Overview" published in the website of ICCA.*

34. In essence, the threshold tests for an Anti-Arbitration injunction are exacting and are rarely entertained or applied by the Courts, given the all-pervasive remedy under section 16 of the 1996 Act.

35. It is important to bear in mind that the focus of the 1996 Act is to minimise interference in the arbitration process and the parties' forum of choice. The thrust should be to carry the legislative intention forward rather than taking a regressive view of the object of the Act.

36. The unimpeachable conclusion is that any question as to the existence or validity of the arbitration agreement or a doubt as to the invocation of the arbitration clause must inevitably be decided by the Arbitral Tribunal. The parties cannot approach the Civil Courts for thwarting the arbitral process particularly where the arbitration agreement has not been disputed. The case sought to be made out by the appellant is contrary to the position under the 1996 Act and the decisions referred to above.

37. The plaint also contains one other statement/ground which is contrary to law. The plaintiffs rely on the 5 - Judge Bench judgment of the Supreme Court in *N.N. Global* (supra) decided on 25.04.2023 in paragraph 10(B) and 13 of the plaint stating that the defendant No.1 is not entitled to invoke arbitration mechanism on an un-stamped agreement. The 5 - Judge Bench of the Supreme Court in *N.N. Global* (supra) was overruled in a Curative Petition decided by a 7 - Judge Bench of the Supreme Court in *Interplay between Arbitration Agreements under Arbitration and Conciliation Act, 1996 and Stamp Act, 1899* (supra).

38. Therefore, the proposition stated in the plaint for restraining the defendant No.1 from invoking or continuing with arbitration is on an incorrect and patently erroneous legal premise.

39. We are accordingly of the firm view that the Suit (COS.No.46 of 2023) filed by the appellants appears to be barred by law from the statements made in the plaint under Order VII Rule 11 (d).

III. The impugned Order dated 04.11.2024

40. The impugned order does not give any scope for interference in the context of our decision in the foregoing paragraphs of this judgment. The Trial Court relied on sections 9 and 16 of the 1996 Act together with the decisions pronounced by the Supreme Court to allow the petition for rejection of plaint.

41. In *Oriental Insurance Vs. Narbheram Power and Steel Private Limited*¹³, the Supreme Court came to a specific finding that there was absence of an unequivocal intention of the parties to arbitrate. A Single Bench decision of the Delhi High Court in *Techfab International Private Limited Vs. Midima Holdings Limited*¹⁴ is not applicable to the issue at hand since the appointment of the Sole

¹³ (2018) 6 SCC 534

¹⁴ 2024 SCC OnLine Del 699

Arbitrator was found to be contrary to the procedure agreed upon by the parties. *Board of Trustees of the Port of Kolkata Vs. Louis Dreyfus Armatures SAS*¹⁵ questioned the initiation of the proceedings under the arbitration rules of the United Nations Commission on International Trade Law, 1976 by a French National on the basis of a bilateral treaty between Government of India and the Government of France. The facts are hence totally distinguishable from this case. *B and T AG Vs. Ministry of Defence*¹⁶ dealt with a belated plaint which the Supreme Court found to be hopelessly time-barred. The said proposition has no application to the present facts of the case. *World Sport Group (Mauritius) Vs. MSM Satellite (Singapore) PTE*¹⁷ was pronounced in relation to the proceedings under section 45 of the 1996 Act in a foreign-seated arbitration in Part – II of the said Act. *Emaar India Limited Vs. Tarun Aggarwal Projects LLP*¹⁸, *Magic Eye Developers Private Limited Vs. Green Edge Infrastructure Private Limited*¹⁹ and *Indian Oil Corporation Limited Vs. NCC Limited*²⁰ are in relation to

¹⁵ 2014 SCC OnLine Cal 17695

¹⁶ (2024) 5 SCC 358

¹⁷ (2014) 11 SCC 639

¹⁸ (2023) 13 SCC 661

¹⁹ (2023) 8 SCC 50

²⁰ (2023) 2 SCC 539

section 11(6) of the 1996 Act which is also not applicable to the facts before us.

IV. Conclusion

42. None of the aforesaid or the other decisions cited by the appellant are relevant to the adjudication in the present Appeal. Counsel for the appellant has not cited any decision on Order VII Rule 11 of the CPC which was the issue before the Trial Court and forms the fulcrum of consideration before us in the present Appeal.

43. We should also add that the appellant's contention of the inapplicability of section 16 at a stage before constitution of the Arbitral Tribunal is iniquitous and self-serving, to say the least. The appellant cannot take advantage of its inaction having obtained an *ex parte* interim injunction from the Trial Court on 20.10.2023 for restraining the respondent No.1 from continuing with the arbitration and thereafter failing to nominate its Arbitrator in the International Court of Arbitration. In essence, the appellant cannot contend that section 16 of the 1996 Act will only apply after constitution of the Arbitral Tribunal.

44. We accordingly find sufficient basis to affirm the impugned order dated 04.11.2024 as correct. The impugned order does not give any scope for interference.

45. COMCA.No.3 of 2025 is accordingly dismissed. All connected applications are disposed of. Interim orders, if any, shall stand vacated. There shall be no order as to costs.

MOUSHUMI BHATTACHARYA, J

B.R.MADHUSUDHAN RAO, J

Date: 27.02.2025
VA/BMS