IN THE HIGH COURT AT CALCUTTA
Ordinary Original Civil Jurisdiction
ORIGINAL SIDE

The Hon'ble Justice Sabyasachi Bhattacharyya

AP/37/2024

ASHOK KUMAR GUPTA
VS
M.D. CREATIONS AND ORS.

For the Petitioner :		Mr. Farhan Ghaffar, Adv. Ms. Antara Biswas, Adv
For the respondent	:	Mr. Rahul Karmakar, Adv
Hearing concluded on	:	12.07.2024
Judgment on	:	18.07.2024

Sabyasachi Bhattacharyya, J:-

1. The sole issue which has fallen for consideration in the present case is brief, but having huge repercussions-whether the court can extend the mandate of an arbitrator after its termination if the application under Section 29-A of the Arbitration and Conciliation Act, 1996 is filed post-termination.

2. Learned Counsel for the respondents places reliance on a co-ordinate Bench Judgment of this Court in *Rohan Builders (India) Pvt. Ltd. vs Berger Paints India LImited*, reported at *(2023) SCC OnLine Cal 2645* for the proposition that if an application is filed for

extension after termination of the mandate, such mandate cannot be extended under section 29-A.

3. Learned Counsel for the Petitioner opposes such contention and places reliance on an order dated November 6, 2023, passed by the Supreme Court in a Special Leave Petition, bearing SLP No.24489 of 2023, passed in a challenge against an order taking the same view as *Rohan Builders* (supra), in the matter of *Vrindavan Advisory Services LLP* vs. *Deep Shambhulal Bhanushali*, where the Supreme Court directed notices to be served, tagging the same with SLP (C) No. 23320 of 2023, preferred against *Rohan Builders* (supra), and granted stay of operation of the impugned judgment.

4. Learned Counsel for the Petitioner also cites another judgment of the same learned Single Judge who decided *Rohan Builders* (supra) where, according to the respondents, the learned Single Judge diluted such proposition and, in fact, extended the mandate even after termination.

5. Learned Counsel for the respondents also cites two judgments of learned Single Judges of the Delhi High Court and the Bombay High Court respectively in the matters of *ATC Telecom Infrastructure Private Lmited* vs. *Bharat Sanchar Nigam Limited* reported at *(2023)*

SCC OnLine Del 7135 and *Nikhil H. Malkan and Others vs. Standard Chartered Investment and Loans (India)* reported at (*2023) SCC OnLine Bom 2575*. The Delhi and Bombay High Courts distinguished the ratio of *Rohan Builders* (supra)and held that even in cases where applications were made after the termination of mandate, the court retained the power to extend the mandate.

6. Since this court agrees in principle with the ratio laid down by the Delhi and Bombay High Courts in *ATC (supra)* and *Nikhil H. Malkan (supra)*, the said decisions are not being discussed threadbare.

7. Thus, the broad issue which comes up for adjudication here is:

> *Whether the mandate of an arbitrator can be extended under Section 29-A of the 1996 Act if the application for extension is filed after the statutory timeline of expiry of mandate.*

8. To decide the same, certain sub-issues arise, which are formulated and dealt with below.

9. The first such sub-issue is:

(a) Whether the Rohan Builders (supra) ratio operates as a binding precedent on this Court

10. While deciding such issue, it has to be kept in mind that the proposition laid down in *Rohan Builders* (supra), has now been stayed by the Supreme Court. Although mere stay of operation does not efface the said decision or the ratio laid down therein but merely puts the same in hibernation, fact remains that as of today, the said ratio cannot be said to be operative, thus leaving it open for this court to decide the issues independently.

11. It is also to be seen that the Delhi and Bombay High Courts have held contrary views to *Rohan Builders*(supra). Although the said judgments, being of other High Courts, have persuasive value only, such views cannot be over looked while arriving at a final decision all the same.

12. Although *Rohan Builders* (supra) would otherwise be binding on this Court unless the same is referred to a larger Bench, there are two aspects which are needed to be considered.

13. First, the operation of the stay of the ratio by the Supreme Court has taken out the sting from the same as a binding precedent, at least for the present. Secondly, the same learned Single Judge who decided *Rohan Builders* (supra) has rather diluted the view in the subsequent judgment of *Satnam Global*'s Case.

14. While dealing *with Rohan Builders* (supra), in paragraph number 27 of *Satnam Builders*(supra), the court held that the former judgment was on the issue whether an application for extension can be filed after termination of the arbitrator's mandate but went on to observe that the undisputed facts in that case were that the arbitrator's mandate had terminated long before the application was made and the respondent therein was also not a "Rogue Litigant". The court also considered the pendency of the SLP from *Rohan Builders*(supra)and added that there was nothing to suggest that the provisions of the Limitation Act or the General Clauses Act would not apply under Section 29-A of the 1996 Act, and accordingly extended the mandate of the arbitrator.

15. Also, in paragraph no. 63 of *Rohan Builders* (supra), the court held that the mandate does not automatically revive post-termination "simply on the making of an application for extension under 29-A (4)". Thus, the court linked the ratio to the making of an application

and not the order of the Court extending the mandate. Also the power of the court to extend the arbitrator's mandate was decided in the context of "rogue" litigants.

16. Thus, in view of the above discussions, I am of the opinion that *Rohan Builders* does not operate as a binding precedent to deter this Court from deciding independently the issues involved herein.

17. Consequentially, the second sub-issue which arises is:

(b) Whether section 29-A debars an application from being filed after the termination of mandate of the Arbitrator.

18. Before delving into such question, the language of section 29-A is to be looked into and, as such, is set out below:

29-A. Time limit for arbitral award.-

(1)The award in matters other than international commercial arbitration shall be made by the arbitral tribunal within a period of twelve months from the date of completion of pleadings under sub-section (4) of section 23:

Provided that the award in the matter of international commercial arbitration may be made as expeditiously as possible and endeavour may

be made to dispose of the matter within a period of twelve months from the date of completion of pleadings under sub-section (4) of section 23.

(2) If the award is made within a period of six months from the date the arbitral tribunal enters upon the reference, the arbitral tribunal shall be entitled to receive such amount of additional fees as the parties may agree.

(3)The parties may, by consent, extend the period specified in sub-section (1) for making award for a further period not exceeding six months.

(4) If the award is not made within the period specified in sub-section (1) or the extended period specified under sub-section (3), the mandate of the arbitrator(s) shall terminate unless the Court has, either prior to or after the expiry of the period so specified, extended the period:

Provided that while extending the period under this sub-section, if the Court finds that the proceedings have been delayed for the reasons attributable to the arbitral tribunal, then, it may order reduction of fees of arbitrator(s) by not exceeding five per cent for each month of such delay:

Provided further that where an application under sub-section (5) is pending, the mandate of the arbitrator shall continue till the disposal of the said application:

Provided also that the arbitrator shall be given an opportunity of being heard before the fees is reduced.

(5) The extension of period referred to in sub-section (4) may be on the application of any of the parties and may be granted only for sufficient cause and on such terms and conditions as may be imposed by the Court.

(6) While extending the period referred to in sub-section (4), it shall be open to the Court to substitute one or all of the arbitrators and if one or all of the arbitrators are substituted, the arbitral proceedings shall continue from the stage already reached and on the basis of the evidence and material

already on record, and the arbitrator(s) appointed under this section shall be deemed to have received the said evidence and material.

(7) In the event of arbitrator(s) being appointed under this section, the arbitral tribunal thus reconstituted shall be deemed to be in continuation of the previously appointed arbitral tribunal.

(8) It shall be open to the Court to impose actual or exemplary costs upon any of the parties under this section.

(9) An application filed under sub-section (5) shall be disposed of by the Court as expeditiously as possible and endeavour shall be made to dispose of the matter within a period of sixty days from the date of service of notice on the opposite party.

19. Sub-Section(4) of Section 29-A provides that if the award is not made within the period specified in sub-section (1) or the extended period specified in sub-section (3), the mandate of the Arbitrator(s), shall terminate the *unless the court has, either prior to or after the expiry of the period so specified, extended the period.*

20. The second proviso thereafter stipulates that where an application under sub-section (5) is pending, the mandate of the Arbitrator shall continue till the disposal of the same.

21. The provision which envisages the filing of such an application is sub-section (5) of Section 29-A which says that the extension of period referred to in sub-section (4) may be on the application of

any of the parties and may be granted only for sufficient cause and on such terms and conditions as may be imposed by the court.

22. A careful perusal of section 29-A reveals that there are two distinct components to the said section-'Extension of the mandate' and 'Substitution of the Arbitrator'. Therefore, the Court may simpliciter extend the mandate of the existing arbitrator or in certain cases substitute the previous arbitrator, in which case the reconstituted arbitral tribunal shall be deemed to be in continuation of the previously appointed tribunal.

23. Thus, as per the second limb of the said Section, the court is empowered even to reconstitute the previous Arbitral Tribunal while extending the mandate, in which case a deeming fiction is used, whereby the new tribunal steps into the shoes of the erstwhile tribunal even after the termination of its mandate and continues the arbitral proceeding from where it was left.

24. Thus, in a substitution scenario, by necessary implication, the mandate of the previous arbitrator is actually terminated and a new tribunal is constituted to carry on the arbitral proceedings. Thus, in such a case, the mandate is revived in favour of a reconstituted tribunal even after the termination of the original arbitrator's term,

which clearly signifies that the termination of mandate envisaged upon expiry of the timelines stipulated in the statute is not absolute but is open to revival even after the original tribunal's mandate is terminated.

25. There would be an absurd disparity in the provision if in a case where substitution is effected, the terminated mandate can be revived but in cases where an application is filed beyond the timeline and no substitution is effected, the outcome would be that the arbitral proceeding itself would reach a dead end.

26. It is further to be noted that sub-section (5), which is the provision for filing of an application for extension, does not stipulate anywhere that such application has to be made before the termination of the mandate. If the Legislature intended to put in such a restriction, nothing prevented it from introducing the same in the provision itself. Having not done so, and read in conjunction with the concept of substitution where in any case there is revival of the mandate after termination, the courts cannot read into the statute a restriction which was not intended by the Legislature in its wisdom.

27. Thus, the present sub-issue is answered in the negative, holding that Section 29-A itself does not debar an application to be filed even after the termination of mandate.

28. The next sub-issue required to be dealt with is as follows:

(c) Whether the court's powers to extend the mandate is taken away if the application for extension is filed post-termination.

29. In order to answer the question, sub-section (4) of section 29-A is to be looked into. The language of the same is clear and unambiguous; the extension of the mandate is not linked with the filing of an application but is left to the discretion of the court. The timelines for completion of mandate have been provided respectively sub-sections (1) and (3) of section 29-A.

30. Sub-section (1) provides that the arbitral proceeding shall be concluded and an award passed within a period of 12 months from the date of completion of pleadings under Section 23(4) in domestic arbitrations.

31. Sub-section (3) provides that the parties may, by consent, extend the period specified in sub-section (1) for making award for a further period not exceeding six months. Hence, taking into account the probable consent by the parties, the outer limit of completion is eighteen months.

32. Sub-Section (4) contemplates a situation where the timeline for delivery of award as stipulated either in sub-section (1)or sub-section (3) expires. In such a case, as per sub-section (4), the mandate of the arbitrator "shall terminate…". However, the provision does not stop there, but qualifies such termination with the subsequent limb, that is, "…unless the court has, either prior to or after the expiry of the period so specified, extended the period". Hence, termination of the mandate, either after twelve months or the extended period of six months, is not automatic but is entirely subject to extension of the period by the court. Thus, the said termination is not automatic and/or set in stone, having an absolute character which cannot be mellowed even at the court's intervention.

33. In any event, the termination is not an automatic feature merely upon expiry of the timeline, since, even under sub-section (3), the parties have been given the discretion to extend the timeline for a further period of six months, whereas in sub-section (4), the court

has ample power, unfettered by any timeline, to extend the mandate, of course, upon being satisfied and recording reasons for doing so. Notably, such power of the court can be exercised, even as per the provision, either before or after the expiry of the termination.

34. What is, thus, evident is that the termination contemplated in Section 29-A is not intended to throw the arbitral proceeding in a *cul de sac,* thereby frustrating the purpose of the statute itself.

35. Since such termination itself is subject to extension by the court, either before or after the expiry of the mandate, the mere date of filing of an application cannot be the determinant of the court exercising such power.

36. Further, the second proviso to sub-section (4) and/or sub-section (5) itself are not couched in a negative language, incorporating a bar to the extension if there is no application. The expression used in sub-section (5) is that the extension "may be" on an application, the only rider being that it can only be granted for sufficient cause and on such terms and conditions as may be imposed by the court. However, the said provision cannot be construed in such a manner so as to render the court powerless to carry forward the object of

the statute, which is to refer the parties to the alternative dispute resolution mode of arbitration.

37. In any event, the language of sub-section (4) of section 29-A is clear, empowering the court, irrespective of the point of time when an application for extension is filed, to extend the mandate of the arbitrator either before or expiry of the said mandate.

38. Thus, this question is also answered in the negative, since the court's powers to extend the mandate is not taken away or curtailed in any manner even if an application for extension is filed by the parties post-termination.

39. The further sub-issue which inevitably comes into play is:

(d) The effect of the 176th Report of the Law Commission of India on the Arbitration and Conciliation (Amendment)Bill, 2001, which ultimately resulted in introduction of Section 29-A, by the Amending Act of 2016,to the 1996 Act.

40. A very succinct and educative extract has been incorporated in paragraph 29 of *Rohan builders* (supra) by the learned Single Judge

of this Court in the form of a comparative statement between the relevant provisions of Section 29-A (3) of the recommendation of the Law Commission and Section 29-A (4) of the amendment as it stands today.

41. A careful study of the two would reveal that the schemes of the two are cardinally the same. The language used in the Law Commission recommendation was that the proceedings would "stand suspended" until an application for extension was made or, where such application was not made, until such an application was made by the arbitral tribunal itself.

42. The actual amendment shifts the focus regarding operation of the suspension from an application for extension being made to the order of the Court extending the mandate. Hence, essentially, the primary distinction between the Law Commission recommendation and the actual amendment is that the termination/suspension is no longer dependent on the application but on the order of the court extending the same, which can be made either before or after such expiry as per the present statute.

43. It is noteworthy that the second proviso to sub-section (4), which stipulates that where an application under sub-section (5) is

pending, the mandate of the arbitrator shall continue till the disposal of the said application, essentially remains the same as the Law Commission recommendation, which provided similarly that pending consideration of the application for extension, the arbitral proceedings shall continue and the court shall not grant any stay of the same.

44. The mischief in the Law Commission recommendation which has been sought to be addressed by the actual amendment is that the recommendation left it at the mercy of the parties and the arbitrator to file an application. Thus, there could very well be a situation where no application for extension is ever made either by the parties or by the arbitral tribunal, in which case the proceeding remains in suspended animation for eternity. In such an absurd situation, the parties would be left remediless, neither being able to pursue the remedy before the arbitrator nor before a regular Civil Court.

45. Hence, what the amendment does is that the "suspension" contemplated under the Law Commission recommendation is converted to "termination", essentially signifying that the mandate terminates upon expiry of the timelines in terms of sub-sections (1) and/or(3) of Section 29-A; however, such termination itself is not

absolute but subject to an order of extension passed by the Court either before or after the termination.

46. The fluidity of the termination envisaged in sub-section (4) of Section 29-A, making it subject to the order of the court, is akin to suspension but without the evil attached to suspension, which would make it absurd if no application for extension was ever filed.

47. In the current position, the termination occurs on the expiry of the mandate and remains so if no application is made or no order is passed by the court extending the same. On the other hand, the same is revived by extension the moment the court passes an order extending the mandate.

48. It is also noteworthy to see that even where suspension was envisaged in the Law Commission recommendation, the words used were not "application for *revival*" but "application for *extension*" which is retained in the actual amendment. Hence, there was no scope of reading a difference between the recommendation and the actual amendment, since the term 'extension' was used interchangeably with 'revival' even in the Law Commission recommendation, in consonance of the current position.

49. Essentially, apart from removing the above mischief of absurdity, the Law Commission recommendation and the actual amendment are the same. Hence, no intention to preclude extension of the arbitrator's mandate once it is terminated can be read into Section 29-A as it now stands, where the Legislature itself, in its wisdom, did not intend to put in such a fetter.

50. Another sub-issue is also to be considered in order to effectively assess the context of section 29-A insofar as the finality of termination of the mandate is concerned:

(e) Analogy of other statutes.

51. Two entirely disparate statutes are chosen for such an examination, in order to explore the interplay of extension with termination in a variety of contexts.

52. Section 7(2) of the West Bengal Premises Tenancy Act, 1997, which is the prevalent Rent Control Law in the State of West Bengal, provides that the tenant is to deposit the admitted rent with an application within the time specified therein and that no deposits shall be accepted without an application.

53. The proviso thereto stipulates that an extension of time for such deposit and/or application can be granted by the court *only once* and that the period of extension *shall not exceed two months*.

54. It has been held by Courts that the application and the deposit are to be made at least within the maximum extendable period envisaged in the proviso.

55. Thus, in the said statute, the Legislature clearly stipulated, by a negative clause in the proviso, that the extension shall not exceed two months and can be granted only once. The use of the terms "only" and "shall not", thus, clearly express the intention of the Legislature to lend finality to the outer time-limit of the deposit along with the application.

56. Moving on to an entirely different statute, the Code Of Civil Procedure, as amended by the Commercial Courts Act, the proviso to Order VIII Rule I stipulates that the filing of a written statement "shall not be later than 120 days" and that on the expiry of the said period from the date of service of summons, the defendant "shall forfeit the right" to file written statement and that the court "shall not allow the written statement to be taken on record". Thus, the Legislature makes its intent amply clear by introducing several negative expressions, preventing a court from allowing the written

statement to be taken on record after the outer limit of 120 days from the date of summons and also providing that the defendant forfeits its right to do so, apart from the fact that the filing of written statement shall not be later than 120 days.

57. Hence, what is seen here is that the Legislature does not refrain from introducing specific negative expressions to mandatorily prevent extension of time after a particular period, if it so intends.

58. Such negative provisions, conspicuously, are absent in section 29-A of the 1996 Act, and as such, even analogy from statutes operating in entirely different domains show that the very absence of such mandatory provision is an indicator that the termination of the arbitrator's mandate is not absolute or dependent at the mercy of a party who may file an application for extension after the expiry of the mandate.

59. The last sub-issue which also acquires relevance is :

(f) The purpose of Section 29-A of the 1996 Act.

60. The declared object of the 1996 Act is to modernize the law on arbitration in line with the UNCITRAL Model Law on International Commercial Arbitration as adopted in 1985 by The United Nations

Commission on International Trade Law. The objective behind the Act was to provide for speedy disposal of cases relating to arbitration with least court intervention.

61. Keeping such object in mind, the endeavour of the statute as well as the courts is to provide timelines to facilitate early disposal and encourage redressal of disputes between parties by the alternative dispute resolution mode of arbitration.

62. Sub-Sections (1) and (3)of Section 29-A of the 1996 Act provide such timelines for the mandate to expire. Sub-Sections (4) and (5), however, carve out exceptions to the same. The composite effect of the said sub-sections is to keep the timeline flexible for unforeseen and beyond-control exigencies.

63. The common refrain of all the provisions of the 1996 Act is to facilitate reference to arbitration and speedy disposal of disputes outside the hierarchy of the court structure.

64. The effect of a strict interpretation of the court's power to extend the mandate would be counterproductive to the objective of the Act and would be paradoxical in the context.

65. The effect of such strict interpretation would actually be that the termination of the timeline after 12 months (or after 18 months if agreed to between the parties) is absolute and rigid, not leaving any leeway for the courts to extend the said mandate at all, merely if the application for making such extension is filed even a day after the termination occurs.

66. In such a hypothetical case, a party may choose to frustrate the very purpose of the statute and also the consensus between the parties to have their dispute resolved by an alternative dispute resolution mode of arbitration. In such a case, what a recalcitrant party would have to do is merely to wait a day after the termination of the mandate and file its application for extension thereafter, In which case the court would not have any power to extend the mandate.

67. The fallout of the same would be disastrous. The resolution of the dispute by arbitration by reference to an arbitral tribunal itself would fail, despite having been chosen by the parties as the preferred forum.

68. The parties then will be altogether ejected out of the realm of the arbitral eco-system and beyond the pale of the 1996 Act itself, which would be self-defeating. It would be an absurd interpretation

if such a self-defeating clause is read into the 1996 Act, which would oust the operation of the Act itself at the whim of a party subsequently, despite such parties having initially agreed to arbitration as their preferred mode of resolution of disputes.

69. Also, in such a situation, the only remedy which would remain before the parties would be to pursue the dispute afresh before a Civil Court, may be invoking the provisions of Section 14 of the Limitation Act while doing so. Such an interpretation, thus, would be counterproductive and contrary to the very purpose and scheme of the 1996 Act and cannot be countenanced as the deliberate intention of the Legislature.

70. Hence, the purpose of section 29-A has to be read as providing a timeline to facilitate speedy disposal of arbitration in consonance with the objective of the 1996 Act; however, such timelines would not be mandatory but would always be subject to the discretion of the court to extend, in case of unforeseen exigencies or situations beyond the control of the arbitral tribunal or the parties, either before or after the termination of mandate occurs.

71. Such exercise of the court is also not unbridled, since the first proviso to sub-section (4) of section 29-A empowers the court to

order reduction of fees of the arbitrator up to a limit if the delay occurred for reasons attributable to the arbitral tribunal.

72. Again, sub-section (5) puts in a restriction to the extension of time, which can only be for sufficient cause and on such terms and conditions as may be imposed by the court.

73. On the other hand, sub-section (2) of Section 29-A provides an incentive for early disposal of the arbitral proceeding within six months by enhancement of the arbitrator's remuneration subject to consent of the parties.

74. The second proviso to sub-section (4) does not necessarily indicate that unless an application is filed before the termination, the termination of the mandate becomes absolute, since even in sub-section (7), in a substitution scenario, the arbitral proceeding is deemed to be in continuation of the previously appointed tribunal even after the termination of the previous arbitrator's mandate by the act of substitution itself.

75. Hence, a comprehensive reading of the purpose of introduction of Section 29-A of the 1996 Act in proper perspective and context indicates that the court's power to extend the mandate of an arbitrator is not taken away or curtailed in any manner, merely if

an application for extension is filed beyond the statutory timeline for expiry of the mandate.

76. The checks and balances in such extension is introduced in sub-section (5) and the first proviso to sub-section (4) by providing disincentives by reduction of the fees of the Arbitrator and the requirement of the court to provide sufficient reasons for extension, while on the other hand, by introducing incentive in sub-section (2) of Section 29-A by way of the arbitral tribunal being entitled to receive additional fees as per agreement of the parties if the award is made within six months from the date of the reference being entered.

77. Thus, the purpose of Section 29-A is not to curtail, but to encourage and facilitate the arbitral way of dispute resolution.

78. In view of the above discussions, the objection raised by the respondents in the present case cannot be accepted, being not tenable in the eye of law.

79. The only question which remains is whether in the facts of the case, sufficient cause was shown for extension of the mandate.

80. The uncontroverted position here is that the respondents had taken out an objection to the jurisdiction of the arbitrator under Section 16 of the 1996 Act, which had been turned down by the arbitrator on August 2, 2022.

81. Instead of waiting till the final award as per the mandate of the statute, the present respondents took out a civil revisional application, bearing C.O.No. 2545 of 2022, wherein a stay was granted by a coordinate Bench of this court on September 7, 2022. Ultimately, the civil revision was dismissed on June 9, 2023. Thus, there was a stay of the arbitral proceedings from September 7, 2022 to June 9, 2023, during which period the arbitral tribunal's hands were tied, due to which neither the arbitrator nor the present petitioner can be blamed.

82. Immediately thereafter, on June 10, 2023, the arbitral proceeding was re-commenced.

83. Not stopping there, the respondents preferred a review application before the appropriate Bench of this Court bearing RVW 152 of 2023 which was finally disposed of by an order dated December 20, 2023.

84. The pendency of the review also might have justifiably acted as a deterrent for the arbitrator to proceed, despite there being no stay during the pendency of the same, in view of the stay granted previously in connection with the revisional application.

85. As such, in the facts of the present case, there was no fault on the part of the arbitrator or the petitioner in the delay occasioned in conduct of the arbitral proceedings.

86. Hence, this is a fit case where sufficient cause has been made out within the contemplation of Section 29-A, sub-section (5) of the 1996 Act for extending the mandate of the arbitrator by the Court without imposing any penal terms or conditions.

87. Accordingly, AP 37 of 2024 is allowed on contest, thereby extending the mandate of the arbitrator for a period of six months from date. The arbitral tribunal shall conclude the arbitration proceedings without granting any unnecessary adjournment to either of the parties and pass its award within the said extended period.

88. There will be no order as to costs.

89. Urgent certified server copies, if applied for, be issued to the parties upon compliance of due formalities.

(Sabyasachi Bhattacharyya, J.)