

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE MR. JUSTICE G.GIRISH

FRIDAY, THE 12TH DAY OF APRIL 2024 / 23RD CHAITHRA, 1946

ARB.P. NO. 5 OF 2023

PETITIONER:

GROUPL SERVICES PRIVATE LIMITED
NO: 10, 2ND FLOOR, ROYAL PARK, 34/9, PARK ROAD,
SHIVAJINAGAR, BANGALORE - 560051. AND HAVING
REGISTERED OFFICE AT 8TH FLOOR, 19, BALLYGUNGE
CIRCULAR ROAD, KOLKATA, WEST BENGAL - 700019
REPRESENTED BY ITS AUTHORISED SIGNATORY,
SHRI.P.V.VENUGOPAL, AGED 69 YEARS,
S/O LATE K.P.KUTTIKRISHNAN
BY ADVS.
P.MARTIN JOSE ; THOMAS P.KURUVILLA
P.PRIJITH ; R.GITESH ; AJAY BEN JOSE
MANJUNATH MENON ; HARIKRISHNAN S.
S.SREEKUMAR (SR.)

RESPONDENTS:

- 1 DR. SUNIL VSUDEVAN,
AGE AND FATHER'S NAME NOT KNOWN TO THE PETITIONER
SOLE ARBITRATOR CHEMPAKASSERI - JRA-155, TC
16/1045, CS ROAD, JAGATHY, THIRUVANANTHAPURAM,
PIN - 695014
- 2 KERALA ACADEMY FOR SKILLS EXCELLENCE
(A GOVERNMENT OF KERALA UNDERTAKING), HAVING ITS
REGISTERED OFFICE AT III FLOOR, CARMEL TOWERS,
VAZHUTHACAUD, THIRUVANANTHAPURAM- 695014
REPRESENTED BY ITS MANAGING DIRECTOR.
BY ADVS.
PRADEEP JOY; ANJALY ANN JOSEPH(K/001081/2022)
DHARMYA M.S(K/1412/2020)

THIS ARBITRATION PETITION HAVING COME UP FOR ADMISSION
ON 27.03.2024, THE COURT ON 12.04.2024 DELIVERED THE
FOLLOWING:

G.GIRISH, J.

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Dated this the 12th day of April, 2024

ORDER

This petition is filed under Section 14(2) read with Section 12(5) of the Arbitration and Conciliation Act, 1996 (for short 'the Act') with a prayer for the termination of the mandate of the 1st respondent, who is the sole Arbitrator appointed in the dispute between the petitioner and the 2nd respondent, and to substitute an independent and impartial Arbitrator in that place.

2. The petitioner is a company registered under the Companies Act, 2013. The 2nd respondent is a Government of Kerala undertaking and a company registered under the Companies Act, 1956. On 24.11.2014, an agreement was executed in between the petitioner and the 2nd respondent as per which the petitioner was to set up a Centre of Excellence In Security Sector (CEIS) and to commence its operation with an objective to provide employability skills to the personnel in the security sector. As per the above agreement, the petitioner is said to have commenced the work to establish the proposed CEIS. While so, differences of opinion arose between the petitioner and

the 2nd respondent which eventually led in the issuance of a termination notice by the 2nd respondent to the petitioner on 03.05.2019 demanding an amount of Rs.55,57,475.36/- towards rent, maintenance and property tax. The petitioner denied the liability for the payment of the above amount and requested the 2nd respondent to relieve it from the project and contract and to compensate suitably for the investments made for CEIS and to return the bank guarantee. Thereupon, the 2nd respondent referred the dispute to Arbitration by invoking Clause 37(2) of the agreement. On 05.09.2022, the Government of Kerala issued a G.O appointing the 1st respondent as the sole Arbitrator to resolve the disputes between the petitioner and the 2nd respondent. As demanded by the Arbitrator, the petitioner and the 2nd respondent had filed preliminary statement of claim and defence before the 1st respondent. It is stated that the 2nd respondent had filed a statement of claim before the 1st respondent on 31.01.2023. It is further stated that before the petitioner could file a statement of defence, the 2nd respondent filed a modified statement of claim without obtaining approval from the 1st respondent. Thereafter, the petitioner is said to have filed statement of defence and counter claim on 03.03.2023. Though the petitioner was asked by the 1st respondent to file the modified statement of defence on or

before 27.03.2023, the petitioner did not deem it necessary since the statement of defence and counter claim were filed pursuant to the modified statement of claim filed by the 2nd respondent. Thereupon, the 1st respondent is alleged to have behaved in a biased manner and declared the petitioner as a defaulter party under Section 25(d) of the Act for not filing the modified statement of defence and counter claim. The petitioner is said to have submitted a memo before the 1st respondent clarifying that there was no need to file a modified defence and counter claim, and also requesting the 1st respondent not to predetermine the petitioner as a defaulter. The petitioner would further allege that the 1st respondent asked the petitioner and the 2nd respondent to file written submissions without waiting for the service of those written submissions each other. The 1st respondent is said to have granted time to the 2nd respondent to file written submission till 20.06.2023 though the 2nd respondent did not seek such extension. The petitioner claims to have informed the 1st respondent that the petitioner should be permitted to file written submission after the service of written submission of the 2nd respondent to it. The 1st respondent is said to have denied opportunity to the petitioner to make oral submissions. The respondent No.1 is also alleged to have denied permission to the

petitioner to address all issues. The petitioner would allege that the 1st respondent generously granted time for the 2nd respondent to file written submissions without even asking for the same. It is the further allegation of the petitioner that the 1st respondent did not provide a copy of the disclosure made by him in spite of the demand of the petitioner in the above regard. Thus the petitioner is aggrieved by the alleged partisan actions of the 1st respondent and bias shown in favour of the 2nd respondent. According to the petitioner, the respondent No.2 being a Government of Kerala undertaking, the appointment of the 1st respondent as an Arbitrator by the Government of Kerala is in violation of the law laid down by the Apex Court in **Perkins Eastman Architects DPC and Ors. v. HSCC (India) Ltd., [(2020) 20 SCC 760]**. It is thus stated that the Government of Kerala, being the 100% share holder of the respondent No.2 company, is an authority having interest in the dispute, and hence not entitled to make appointment of an Arbitrator.

3. The 2nd respondent appeared through counsel and filed counter affidavit disputing the contentions raised by the petitioner, and challenging the sustainability of this petition filed under Section 14(2) read with Section 12(5) of the Act. According to the 2nd respondent, the petitioner failed to honour the contractual

obligations as per the terms of the agreement executed in between the 2nd respondent and the petitioner. It is stated that the petitioner failed to make payment of the rent, maintenance charge, tax, cess etc. as required by the relevant clauses of the agreement. The 2nd respondent would further contend that the petitioner continued to violate the terms and conditions of the agreement and that the termination notice was issued under the above circumstances. The 1st respondent is said to have been appointed as Arbitrator as per Clause 37 of the agreement, by the Government of Kerala, since the attempts to settle the matter amicably did not succeed. The 2nd respondent would contend that the 1st respondent initiated procedures in an unbiased and independent manner by strictly following the relevant rules. The petitioner is said to have participated in the proceedings and thus consented for the resolution of the dispute upon arbitration by the 1st respondent. According to the 2nd respondent, the petitioner is not entitled to approach this Court under Section 14 of the Act since this Court does not come within the definition of "Court" envisaged under Section 2(1)(e) of the Act. It is pointed out by the 2nd respondent that there is absolutely no disqualification for the 1st respondent in acting as an Arbitrator in the issue between the petitioner and the 2nd respondent. According to the 2nd

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respondent, the mere fact that the 1st respondent was a previous Government servant would no way make him ineligible to be appointed as Arbitrator in the issue on hand. Thus, it is stated that the ineligibility or disqualification of the Arbitrator would come into play only if the Arbitrator is an employee, a consultant, an advisor, or has any past or present business relationship with a party to the dispute. It is further contended that the 1st respondent is a retired employee of the Public Works Department of Government of Kerala which has no direct involvement in the matter in issue involved in this case. Thus it is contended that the arbitration clause in the agreement between the petitioner and the 2nd respondent empowering the Government of Kerala to appoint Arbitrator, cannot be said to be invalid. It is the further contention of the 2nd respondent that the petitioner is estopped from challenging the appointment of the Arbitrator at this stage since he has already acquiesced with the arbitration proceedings by filing statement of defence and counter claim and actively participating in the proceedings of Arbitration conducted by the 1st respondent. It is stated that the non-disclosure of the Arbitrator under Section 12(1) cannot be a ground vitiating the arbitration proceedings. Thus, it is contended that the present petition filed by the petitioner is not sustainable.

4. The point to be decided is whether the mandate of the 1st respondent as Arbitrator is liable to be terminated and substituted by another Arbitrator in exercise of the powers under Section 14(2) of the Arbitration and Conciliation Act, 1996.

5. The fact that the 2nd respondent is a company wholly owned by the Government of Kerala, under the administrative Department of Labour and Skills, and is managed by a Board of Directors comprising of Secretaries of specific Departments and Industrial experts, is undisputed. Annexure-30, which is the Director's Report of the year 2020-21, would reveal that the Minister of Labour, Skills and Excise, Government of Kerala, is the Chairman and Director of the 2nd respondent company. So also, it is disclosed thereunder that there are seven other senior IAS officers working under the various capacities as Directors of the said company. In Annexure-30, under the caption of 'SHARE CAPITAL', it is stated that as at March, 2020, 99.99% of the equity shares with voting rights of the 2nd respondent company is held by the Governor of Kerala. Thus, it could be seen that the 2nd respondent company is nothing but part and parcel of the Government of Kerala, though it is having a corporate entity.

6. Section 12(5) of the Arbitration and Conciliation Act, 1996 as amended by Act 3 of 2016 w.e.f 23.10.2015 reads as follows:

“Notwithstanding any prior agreement to the contrary, any person whose relationship, with the parties or counsel or the subject-matter of the dispute, falls under any of the categories specified in the Seventh Schedule shall be ineligible to be appointed as an arbitrator:

Provided that parties may, subsequent to disputes having arisen between them, waive the applicability of this subsection by an express agreement in writing.”

7. As per the aforesaid provision, a person who is having interest in the subject matter of the dispute under any of the 19 contingencies enumerated under the VIIth Schedule of the Act is disqualified to be appointed as an Arbitrator for the resolution of that dispute. It is true that the 1st respondent herein, being a retired Government servant, could contend that he will not come under any of the proscriptions of the VIIth Schedule of the Act. However, the fact remains that the 1st respondent has been appointed as Arbitrator unilaterally by the Government of Kerala, in exercise of the terms contained under clause 37.2 of Annexure-I agreement. The unilateral appointment of Arbitrator by the Government of Kerala in the above manner, thus amounts to appointment of Arbitrator by one of the parties to the dispute.

The above course followed by the Government is totally against the law laid down by the Apex Court in **Perkins Eastman Architects DPC and Ors. v. HSCC (India) Ltd. [(2020) 20 SCC 760]**. Following an earlier decision rendered by the Apex Court in **TRF Ltd. v. Energo Engg. Projects Ltd. [(2017) 8 SCC 377]**, it has been held by the Apex Court in **Perkins Eastman** that, a person who has an interest in the outcome or decision of the dispute, must not have the power to appoint a sole Arbitrator. Paragraph No.21 of the aforesaid decision reads as follows:

"21. But, in our view that has to be the logical deduction from *TRF Ltd.* Para 50 of the decision shows that this Court was concerned with the issue, "whether the Managing Director, after becoming ineligible by operation of law, is he still eligible to nominate an Arbitrator" The ineligibility referred to therein, was as a result of operation of law, in that a person having an interest in the dispute or in the outcome or decision thereof, must not only be ineligible to act as an arbitrator but must also not be eligible to appoint anyone else as an arbitrator and that such person cannot and should not have any role in charting out any course to the dispute resolution by having the power to appoint an arbitrator. The next sentences in the paragraph, further show that cases where both the parties could nominate respective arbitrators of their choice were found to be completely a different situation. The reason is clear that whatever advantage a party may derive by nominating an

arbitrator of its choice would get counter-balanced by equal power with the other party. But, in a case where only one party has a right to appoint a sole arbitrator, its choice will always have an element of exclusivity in determining or charting the course for dispute resolution. Naturally, the person who has an interest in the outcome or decision of the dispute must not have the power to appoint a sole arbitrator. That has to be taken as the essence of the amendments brought in by the Arbitration and Conciliation (Amendment) Act, 2015 (3 of 2016) and recognised by the decision of this Court in *TRF Ltd.*"

8. In the light of the law laid down by the Apex Court in the aforesaid decisions, the appointment of the 1st respondent as Arbitrator by the Government of Kerala which is in control and management of the 2nd respondent company, is legally invalid.

9. The learned counsel for the 2nd respondent would contend that the petitioner is estopped from challenging the legal sanctity of appointment of the 1st respondent, since the petitioner has already participated in the arbitration proceedings and submitted its defence statement and counter claim and thus, acquiesced to the procedures of the 1st respondent, which is almost on the midway towards culmination. It is further argued that the above conduct of the petitioner has to be taken as waiver of the requirement of Section 12(5) of the Act, and hence the present case is covered by the proviso to Section 12(5) of the Act.

10. The argument advanced by the learned counsel for the 2nd respondent in the above regard cannot be accepted since the exemption for the applicability of Section 12(5) of the Act, as per the proviso thereunder would come into play only in a case of waiver by way of an express agreement in writing. As far as the present case is concerned, there is absolutely no express agreement in writing between the parties for the waiver of applicability of sub section (5) of Section 12 of the Act. The challenge raised by the 2nd respondent on the ground of estoppel and acquiescence also, cannot be entertained, since there cannot be an estoppel against law, and nor could there be a plea of acquiescence for the reason that the petitioner has followed the procedures, which it was expected to do in arbitration proceedings in co-operation with the directions of the Arbitrator. As rightly pointed out by the learned counsel for the petitioner, it has been held by the Apex Court in **Bharat Broadband Network Ltd. v. United Telecoms Ltd. [(2019) 5 SCC 755]** that, when the appointment of the Arbitrator itself is void ab initio neither estoppel nor waiver operated against the person challenging the appointment.

11. The argument advanced by the learned counsel for the 2nd respondent that this Court would not come under the definition

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of "*Court*", as envisaged under Section 2(1)(e) of the Act and hence, it is not possible to invoke Section 14(2) of the Act, also cannot be countenanced in view of the settled proposition of law that a contextual interpretation is required while dealing with the term "*Court*" under various provisions of the Act. It has been held by a Division Bench of this Court in **M/s Lots Shipping Company Ltd. v. Cochin Port Trust** [O.P(C)No.586 of 2018] that while appreciating the purport of the term "*Court*" a contextual interpretation is required since the power conferred on the Court under Section 29A, especially under sub-sections (4) and (5), are more akin to the powers conferred on the Supreme Court and the High Court, as the case may be, under Sections 11(6), 14 and 15 of the Act for appointment, termination of mandate and substitution of the Arbitrator. Therefore, the contention of the 2nd respondent about the non-applicability of Section 14 of the Act to this Court, is bereft of merit.

12. In the light of the provisions contained in Section 14 of the Act, the mandate of an Arbitrator shall terminate, and he shall be substituted by another Arbitrator, if he becomes de jure or de facto unable to perform his functions or for other reasons fails to act without undue delay, and the Arbitrator withdraws from his office or the parties agree to the termination of his mandate. The

above provision also states that if there is a controversy concerning any of the above grounds, a party may, unless otherwise agreed by the parties, apply to the Court to decide on the termination of the mandate. As far as the present case is concerned, the appointment of the Arbitrator is ex-facie bad and in contravention of the provisions of the Act and the law laid down by the Apex Court. It is an issue which goes to the root of the matter rendering the Arbitrator disqualified de jure from proceeding with the arbitration. Therefore, it is well within the ambit and power of this Court to issue the necessary orders of termination of mandate of the 1st respondent as Arbitrator appointed in the dispute between the petitioner and the 2nd respondent. Needless to say, that the order of termination of mandate has to be followed by an order of substitution by another Arbitrator.

In the result, the petition stands allowed. The mandate of the 1st respondent as sole Arbitrator in the dispute between the petitioner and the 2nd respondent, is hereby terminated, and an order of substitution is passed as follows :

- i) Sri.P.Muraleedharan, Retd.District Judge, Sreevaram, EKRA-53A, Panachavila, Karakulam P.O., Thiruvananthapuram District, Pin:695 564 is nominated as the sole Arbitrator to arbitrate upon

the disputes that have arisen between the petitioner and the 2nd respondent within the purview of Annexure-I agreement.

- ii) The learned Arbitrator is at liberty to rule on his own jurisdiction if the parties raise such a dispute.
- iii) The Registry is directed to communicate a copy of this order to the learned Arbitrator within a period of ten days from today and to obtain a Statement of Disclosure from the learned Arbitrator as provided under Section 11(8) read with Section 12(1) of the Act.
- iv) Once the Disclosure Statement is obtained from the learned Arbitrator, the Registry shall issue the certified copy of this order to the learned Arbitrator, with a copy of the said statement appended to it, retaining the original of the same by this Court.
- v) The fees of the learned Arbitrator shall be governed by the Fourth Schedule of the Act.
- vi) The learned Arbitrator shall decide the manner in which the fees and expenses of the arbitration proceeding has to be paid by the parties.
- vii) The parties will appear before the learned Arbitrator on such date and place as decided by the learned Arbitrator.
- viii) As the seat of Arbitration is at Thiruvananthapuram, Kerala as per Annexure-I, the seat and venue will be at Thiruvananthapuram, as per the convenience of the Arbitrator.

- ix) All contentions of the parties are left open to be raised before the learned Arbitrator.

Sd/-

G.GIRISH, JUDGE

jsr/vgd

APPENDIX OF ARB.P. 5/2023PETITIONER'S ANNEXURES

- ANNEXURE 1 TRUE COPY OF AGREEMENT EXECUTED ON 24-11-2014 BETWEEN THE PETITIONER AND THE RESPONDENT NO.2
- ANNEXURE 2 TRUE COPY OF TERMINATION NOTICE ISSUED BY THE RESPONDENT NO.2 TO THE PETITIONER ON 3-5-2019
- ANNEXURE 3 TRUE COPY OF PETITIONER'S REPLY DATED 28-5-2019 TO RESPONDENT NO.2
- ANNEXURE 4 TRUE COPY OF LETTER DATED 19-6-2020 ISSUED BY THE RESPONDENT NO.2 TO THE PETITIONER
- ANNEXURE 5 TRUE COPY OF LETTER DATED 30-1-2021 ISSUED BY THE RESPONDENT NO: 2 TO THE PETITIONER
- ANNEXURE 6 TRUE COPY OF THE GO NO: 1080/2022/LBR ISSUED BY THE GOVERNMENT OF KERALA ON 5-9-2022
- ANNEXURE 7 TRUE COPY OF PRELIMINARY STATEMENT OF CLAIM FILED BY THE RESPONDENT NO.2 BEFORE THE SOLE ARBITRATOR/RESPONDENT NO.1, ON 5-12-2022 (EXCLUDING THE DOCUMENTS)
- ANNEXURE 8 TRUE COPY OF PRELIMINARY STATEMENT OF DEFENCE AND COUNTER CLAIM SUBMITTED BY THE PETITIONER BEFORE THE RESPONDENT NO.1/ SOLE ARBITRATOR, ON 20-12-2022 (EXCLUDING DOCUMENTS)
- ANNEXURE 9 TRUE COPY OF EMAIL DATED 6-1-2023, ISSUED BY THE RESPONDENT NO.1/SOLE ARBITRATOR
- ANNEXURE 10 TRUE COPY OF LETTER DATED 17-1-2023 ISSUED BY THE RESPONDENT NO.1/SOLE ARBITRATOR
- ANNEXURE 11 TRUE COPY OF STATEMENT OF CLAIM SUBMITTED BY RESPONDENT NO: 2 (EXCLUDING DOCUMENTS) ON 31-1-2023
- ANNEXURE 12 TRUE COPY OF EMAIL DATED 28-2-2023 SUBMITTED BY THE PETITIONER BEFORE THE RESPONDENT NO.1/SOLE ARBITRATOR
- ANNEXURE 13 TRUE COPY OF MODIFIED STATEMENT OF CLAIM SUBMITTED BY RESPONDENT NO.2 ON 1-3-2023 BEFORE THE RESPONDENT NO.1/SOLE ARBITRATOR (EXCLUDING DOCUMENTS)
- ANNEXURE 14 TRUE COPY OF PETITIONER'S EMAIL DATED 1-3-2023

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ANNEXURE 15 TRUE COPY OF EMAIL DATED 2-3-2023 SEND BY RESPONDENT NO.1/SOLE ARBITRATOR

ANNEXURE 16 TRUE COPY OF STATEMENT OF DEFENCE AND COUNTER CLAIM SUBMITTED BY THE PETITIONER ON 3-3-2023 BEFORE THE RESPONDENT NO.1/SOLE ARBITRATOR (EXCLUDING DOCUMENTS)

ANNEXURE 17 TRUE COPY OF EMAIL DATED 16-3-2023 ISSUED BY THE RESPONDENT NO.1/SOLE ARBITRATOR

ANNEXURE 18 TRUE COPY OF ORDER OF THE SOLE ARBITRATOR DATED 14-4-2023

ANNEXURE 19 TRUE COPY OF MEMO FILED BY THE PETITIONER BEFORE THE RESPONDENT NO.1/SOLE ARBITRATOR ON 14-04-2023

ANNEXURE 20 TRUE COPY OF LETTER DATED 15-04-2023 ISSUED BY THE RESPONDENT NO.1/SOLE ARBITRAL TRIBUNAL

ANNEXURE 21 TRUE COPY OF THE EMAIL DATED 26-4-2023 ISSUED BY THE RESPONDENT NO.1

ANNEXURE 22 TRUE COPY OF EMAIL DATED 24-5-2023 ISSUED BY THE RESPONDENT NO.1

ANNEXURE 23 TRUE COPY OF PETITIONER'S EMAIL DATED 26-5-2023

ANNEXURE 24 TRUE COPY OF MEMO FILED BY THE PETITIONER ON 27-5-2023

ANNEXURE 25 TRUE COPY OF EMAIL DATED 30-5-2023 OF THE RESPONDENT NO.1/SOLE ARBITRATOR

ANNEXURE 26 TRUE COPY OF PETITIONER'S LETTER DATED 7-6-2023

ANNEXURE 27 TRUE COPY OF ORDER DATED 24-6-2023 OF THE RESPONDENT NO.1/SOLE ARBITRATOR

ANNEXURE 28 TRUE COPY OF ORDER DATED 24-6-2023 OF THE RESPONDENT NO.1/SOLE ARBITRATOR

ANNEXURE 29 TRUE COPY OF LETTER DATED 14.7.2023 ISSUED BY THE RESPONDENT NO.1/SOLE ARBITRATOR

ANNEXURE 30 TRUE COPY OF THE RELEVANT PORTIONS OF THE ANNUAL REPORT OF THE RESPONDENT NO: 2 COMPANY

RESPONDENT ANNEXURES

ANNEXURE R2 (H) A TRUE COPY OF THE LETTER DATED 13.05.2022 BEARING NO. KASE1148/2020/EXE.1.

ANNEXURE [COLLY] R2 (A) - A TRUE COPY OF THE COMMUNICATIONS SENT BY THE 2ND RESPONDENT TO THE PETITIONER RAISING CONCERNS OVER NON-COMMENCEMENT OF COURSES.

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- ANNEXURE R2 (B) A TRUE COPY OF THE LETTER DATED 01.06.2020 FROM CHIEF OPERATING OFFICER OF 2ND RESPONDENT TO ADDITIONAL CHIEF SECRETARY, LABOUR AND SKILLS DEPARTMENT, GOVERNMENT OF KERALA
- ANNEXURE R2 (C) A TRUE COPY OF THE LETTER DATED 12.12.2022 OF THE HON'BLE SOLE ARBITRATOR.
- ANNEXURE R2 (D) A TRUE COPY OF THE WRITTEN SUBMISSIONS FILED BY THE 2ND RESPONDENT / CLAIMANT.
- ANNEXURE R2 (E) A TRUE COPY OF THE LETTER DATED 21.11.2020 FROM MANAGING DIRECTOR, KASE TO THE ADDITIONAL CHIEF SECRETARY, GOVERNMENT OF KERALA PROVIDING POTENTIAL ARBITRATOR.
- ANNEXURE R2 (F) A TRUE COPY OF LETTER DATED 28.01.2021 BEARING NO. C3/112/2020/LBR FROM ADDITIONAL CHIEF SECRETARY, GOVERNMENT OF KERALA TO THE PARTIES TO THE DISPUTE.
- ANNEXURE R2 (G) A TRUE COPY OF THE LETTER DATED 10.01.2022 OF SECRETARY TO THE GOVERNMENT ADDRESSED TO THE MANAGING DIRECTOR OF 2ND RESPONDENT BEARING NO. LBRD-C3/112/2020-LBRD.