NEUTRAL CITATION NO: 2023/DHC/000703

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

% **Date of order : 27th January, 2023**

\+ O.M.P. (COMM) 9/2019

IRCON INTERNATIONAL LTD ..... Petitioner

Through: Mrs. Vibha Datta Makhija, Sr. Advocate with Ms. Monisha Handa, Mr. Rajul Shrivastav, Mr. Mohit D. Ram, Advocates.

versus

PNC-JAIN CONSTRUCTION CO.(JV) ..... Respondent

Through: Mr. Vikas Goel, Mr. Ritesh Sharma, Mr. Sushil Daga, Mr. Urvashi Jain, Advocates.

CORAM:
HON'BLE MR. JUSTICE CHANDRA DHARI SINGH

O R D E R

CHANDRA DHARI SINGH, J (Oral)

I.A. 1623/2023 *(Delay in filing the additional affidavit)*

1. This is an application filed on behalf of petitioner under Section 151 of the Code of Civil Procedure, 1908 for condonation of delay in filing the additional affidavit.

2. During the arguments, learned counsel appearing on behalf of the petitioner submitted that the additional affidavit has been filed vide Diary No. 94610/2023 on 20th January, 2023, but the same is not on record. The copy of the same has been taken on record.

3. For the reasons stated in the application as well as the aforesaid

submission, the delay of four days in filing the additional affidavit is condoned.

4. The application is disposed of.

O.M.P. (COMM) 9/2019 & I.A. 322/2019 (Delay)

1. The instant petition under Section 34 of the Arbitration and Conciliation Act, 1996 (hereinafter "the Act") has been filed for assailing the award dated 11th June 2018 passed by the learned Sole Arbitrator.

2. The respondent, being a successful bidder against the tender dated 18th August 2010, entered into a contract with the petitioner vide contract dated 25th April 2011. The scope of work under the contract included earthwork in formation in cutting/ filling and blanketing work from proposed Jhalawar railway station to Kalisindh Thermal Power Plant including supply of approved blanketing material, protection work/retaining wall/side drains work, supply of P-way material (except supplied by IRCON free of cost) from approved sources, supply and stacking of ballast, and P-way linking/ installation including laying of track, level crossings, point and crossings, glued joints and providing of various indicator boards. The completion certificate was issued by the petitioner to the respondent claimant on 10th June 2015 after making the final bill payment on 9th May 2015.

3. During the pendency of the work, the respondent demanded resolution of his grievance relating to delayed handover of the hindrance-free work site and thus, wrote a letter for the mutual settlement to the petitioner seeking compensation in accordance with Clause No. 72.0 of the General Conditions of Contract (hereinafter "**GCC**"). The Mutual

Settlement Committee vide its letter dated 23rd September 2013 declared the failure of resolution of the said dispute.

4. The respondent further invoked the Arbitration Clause vide notice dated 11th November 2013 in accordance with Clause No. 72.0 of the GCC and subsequent to proceedings before the Rajasthan High Court and the Hon'ble Supreme Court, a Sole Arbitrator was appointed to resolve the disputes between the parties. The Sole Arbitrator passed the impugned award dated 11th June 2018 which has been challenged by the petitioner in the instant petition.

5. The monetary break-up in the impugned award challenged by the petitioner has been reproduced as below:

a. *Rs. 2,19,56,901 (Rupees Two Crores Nineteen Lakhs Fifty Six Thousand Nine Hundred and One) is awarded towards the alleged additional earth filling activity;*

b. *Rs. 7,99,88,338 (Rupees Seven Crores Ninety-Nine Lakhs Eighty-Eight Lakhs Three Hundred Thirty-Eight) towards the alleged loss of profit calculated on the basis of the Hudson Formula;*

c. *Rs. 5,59,62,979 (Rupees Five Crores Fifty-Nine Lakhs Sixty-Two Thousand Nine Hundred Seventy-Nine) towards interest (both pre-reference and pendente lite) on the amount awarded.*

6. Mrs. Vibha Datta Makhija, learned senior counsel for the petitioner submitted that the impugned award passed by the learned Sole Arbitrator is liable to be set aside as it has been passed by paying no heeds to the

evidence led by the petitioner herein. It is submitted that the learned Sole Arbitrator has erred in rejecting the challenge raised by the petitioner to the maintainability of the claims on the ground that the same has not been filed by a duly authorised person and that the Special Power of Attorney (hereinafter "SPA") dated 1st November, 2011 does not warrant its signatory to file a claim petition before the Arbitrator as the power conferred upon the claimant by SPA is only with respect to the allotted work. It is further submitted that nowhere the alleged SPA authorises the signatory to initiate, file or pursue arbitration proceedings. It is stated that another SPA dated 8th March, 2011 presented by the claimant was never shown to the petitioner and thus the document, whose very existence is disputed by the petitioner, cannot be taken into account while adjudicating the issues.

7. Learned senior counsel for the petitioner further argued that the impugned award has been passed by the learned Sole Arbitrator on a wrong assumption that the petitioner has admitted that the delay is not attributable to the Respondent. It is submitted that learned Sole Arbitrator has failed to consider various letters written by the petitioner to the respondent including the letter dated 6th June 2013 to the Mutual Settlement Committee which mentioned that inaction on part of the respondent to deploy man and machinery has aided the delay caused in the furtherance of the project. It is further submitted that the learned Sole Arbitrator has interpreted the Minutes of the Meeting dated 23rd September 2013 of the Mutual Settlement Committee in a manner which is solely favourable to the respondent and the impugned award has failed

to take into account any judgment referred to by the petitioner.

8. It is submitted by learned senior counsel for the petitioner that the learned Sole Arbitrator has erred in interpreting the provisions of the contract on the following grounds-

a. That the contract does not specify any stipulation as to any particular date for handing over the site and this is so because the entire site was not meant to be handed over in one go. Thus, the finding that there was a delay in handing over the site is *de hors* the contract.

b. That a bare reading of Clause 18 of the Special Conditions of Contract (hereinafter "**SCC**") and Clause 6 of the GCC makes it unambiguous that the contractor respondent before submitting the bid was aware of the contingencies of the sites and hindrances thereto. Therefore, awarding the claims on the basis of site hindrances when the contractor was aware of them in the first place makes the contractual clauses completely redundant and thus cannot be approached to by the learned Sole Arbitrator.

c. That the Arbitrator has given a wholly incorrect interpretation of GCC Clause 49. A joint reading of Clauses 49.0 and 49.6 reveals that the contractor should request the extension of time, and the engineer-in-charge may or may not do so with or without the imposition of liquidated damages. It is an established law that a breach of contract has no financial consequences, and neither does the party complaining about the violation have any rights to any money owed to them by the other party. It is also an established

law that the mere fact that liquidated damages have not been awarded cannot be interpreted as an acknowledgment by the employer-petitioner that the respondent-contractor is not to be blamed for the delay in the completion of the works.

d. That the learned Sole Arbitrator has failed to consider the clause 7.0 of the SCC which formed the very basis of bidding by the respondent as it was the obligation of the contractor respondent to have the entire area surveyed before submitting the bid.

e. That the Agreement, under Clause 49.5 of GCC, expressly prohibits the grant of claim made towards compensation or damages even if delay is attributable to the employer-petitioner, and therefore, by implication prohibits grant of any interest thereon. Placing the reliance on verdict of the Hon'ble Supreme Court, in ***Sayeed Ahmed and Co. vs. State of Uttar Pradesh and Ors*. (2009) 12 SCC 26**, it has been contended on behalf of the petitioner that in regard to the provision in the 1996 Act, the difference between pre-reference period and the *pendente lite* interest has disappeared insofar as award of interest by the Arbitrator is concerned. Section 31 (7)(a) recognizes only two periods, i.e., pre-award and post-award period. Therefore, it is clear that the Respondent is not entitled to any interest on the amount awarded by the Arbitral Tribunal.

9. Learned senior counsel for the petitioner has further contended that the learned Sole Arbitrator has awarded the compensation to the respondent relying upon the provisions of Section 55 and 73 of the Indian

Contract Act, 1872, which do not confer an absolute right on a party for claiming compensation without proving the *factum* of loss suffered.

10. It is contended by the petitioner that since the respondent-contractor has stated throughout the evidence that the Joint Venture firm has a balance sheet, which is clearly not on record, the judgment of damages based on the Hudson Formula is uncalled for. The learned Sole Arbitrator erred in relying on the Hudson Formula to assess and compute the losses because the respondent had not established any loss that has actually been incurred and considering that the respondent had direct evidence, the claim should have been rejected for lack of adducing it to support the stated loss.

11. It is submitted by learned senior counsel for the petitioner that vide award dated 11th June, 2018, the learned Sole Arbitrator has, out of bias, allowed all the claims of the respondent contractor which is to the tune of Rs. 15,84,08,218/-.

12. While arguing the application for condonation of delay i.e. **I.A. 322/2019** in the instant petition, it has been contended on behalf of petitioner that the delay in re-filing was caused due to misplacement of relevant documents by the clerk of the counsel and thus, it is a *bonafide* ground to condone the delay of 86 days in re-filing of the instant petition. Learned senior counsel for the petitioner has vehemently argued that the petition was filed within the stipulated time of three months, i.e., on 78th day on 29th August 2018 from the date of receipt of award and the delay was caused only in re-filing of the petition due to defects notified by the registry. It is further submitted that since the delay was caused in re-filing

and not the filing of the petition, the same may be condoned by this Court on being satisfied of just and sufficient reasons.

13. *Per contra*, learned counsel for the respondent has vehemently opposed the instant petition on the ground that filing of instant petition suffers from serious delay and defects and hence, the petition is liable to be dismissed solely on the said ground.

14. It is submitted that the petitioner has sought condonation of delay of 86 days making the averments which are very generic in nature and do not justify the sufficient cause for such delay. It has been contended that as per the law, the petitioner is not only required to explain the delay beyond three months but also has to explain the reason of not filing the petition within three months of receiving the award. Learned counsel for the respondent further submitted that there is no mention by the petitioner as to when the petition was filed for the first time and what was the nature of defects in the filing and the dates when successive re-filing was done to remove the objections. It is submitted that as per the records of the Court, the date of filing the proper and competent petition is mentioned as 9th January 2019 which was the seventh filing and has been filed after the lapse of permissible three months' time which had already expired on 10th September 2018.

15. Learned counsel for the respondent has vehemently argued that the reasons stated in the application for condonation of delay do not inspire confidence as the assertions regarding removal of clerk, misplacing of documents, etc are unsubstantiated and *ex-facie* incorrect. It is also submitted that the petitioner has shifted the onus on the clerk *in toto* and

ignored the basic requirement of explaining the delay. It is further argued that the defects pointed out by the registry include significant defects as to non-filing of *Vakalatnama*, petition filed without affixing court fees, pages filed without book marking, absence of signed affidavits, etc., which were not removed even till December 2018 and that condoning the delay in such cases would not be allowed as it defeats the legislative intent of Section 34(3) of the Act.

16. It is the case of the respondent that the impugned award was made on 11th June, 2018, and the instant petition came on record on 6th January, 2019, that is 206 days after the date on which a copy of the arbitral award was admittedly received by the petitioner. It has been argued that a petition may be filed within three-months, i.e., the maximum time limit, and if sufficient reason has been established, it may be filed within the following 30 days after the court's satisfaction. Therefore, 120 days is the maximum time period within which a petition may be filed under Section 34 of the Act. And Thus, in the present petition, successive re-filling has been used as a tool to file anything and thereafter show least interest in getting the same listed for adjudication. It is further submitted that a bare perusal of the application of condonation of delay reveals that the same is frivolous and baseless and does not mention any genuine reason which restricted inaction of re-filling the petition.

17. Learned counsel for the respondent submitted that apart from the ground of delay and defects, there are other significant grounds as well which merit the dismissal of the instant petition. It is submitted that the challenge raised by the petitioner to the award in the instant petition does

not fall within the scope of Section 34 of the Act as the petitioner is challenging the award factually and thus, is seeking a review on merits re-agitating the issues raised before the learned Sole Arbitrator which is expressly forbidden under Explanation 1 to Section 34(2)(b) of the Act. It is submitted that the entire petition filed by the plaintiff is nothing but a para-wise criticism of the impugned award passed by the Sole Arbitrator. The impugned award runs into 140 pages and it is submitted that a bare perusal of the said award would reveal a detailed and thoughtful consideration of the dispute, contentions of the parties, case laws cited and evidence led by them. It is submitted that the petitioner has also failed to give the notice to respondent in terms of Section 34(5) of the Act which is a mandate and thus, its non-compliance would render the petition untenable.

18. Accordingly, it is submitted that the instant petition is liable to be dismissed due to serious flaws in the initial and subsequent filings that were made in an effort to stop the period of limitation from running.

19. Heard the parties and perused the records.

20. It has been argued by learned counsel for the respondent that the instant petition is untenable on the ground of insufficiently explained delay and an intention to misuse the provisions relating to condonation of delay in garb of filing and re-filing the petition.

21. The provisions pertaining to limitation period for filing a petition to assail an arbitral award under Section 34(3) of the Act reads as under-

> *"(3) An application for setting aside may not be made after three months have elapsed from the date on which the party making that application had received the arbitral award or,*

> *if a request had been made under Section 33, from the date on which that request had been disposed of by the arbitral tribunal:*
>
> *Provided that if the Court is satisfied that the applicant was prevented by sufficient cause from making the application within the said period of three months it may entertain the application within a further period of thirty days, but not thereafter."*

22. The provision under Section 34(3) of the Act stipulates that an arbitral award shall only be challenged within three months from the date when the award is received by the party challenging such award. The Section also confers the power upon the Court to condone the delay, if any, on being satisfied of the just and sufficient reasons for doing so, for a further period of 30 days and not thereafter. Thus, it is pertinent to note that the legislative intent behind this provision is to be just and considerate towards the litigants if there is an emergent and justifiable reason for such delay caused in filing of the petition. It is also essential to note that an application for setting aside the arbitral award has to be filed mandatorily within a total period of 120 days provided that the court is satisfied of the reasons stated for the delay beyond three months. In the instant petition, the petitioner has for the first time filed the petition on the 78th day i.e., on 29th August 2018 after receipt of the impugned award which was under objection for several times in the registry. The petition, though filed in the prescribed limitation period of three months, did not come before the court for approximately next four months due to the objections and defects notified by the registry. It is observed that the defects notified by the registry in the said petition were not technical in

nature but rather were the basic requirements that must be fulfilled for the purpose of listing a petition/application before the Court. Moreover, a perusal of the list of objections/defects placed before this Court reveals that certain defects like non-filing of *vakalatnama*, not affixing court fees, etc. were first notified on 30th August 2018 and were not removed even after subsequent re-filing done on several occasions before the instant petition came on record.

23. As noted by this Court, the petitioner first filed a petition on 29th August 2018 which was lying under objections as notified by the registry on 30th August 2018. The petition was subsequently re-filed on 7th September, 2018 and the registry again notified the presence of previous defects, following which the petition was again filed on 22nd September, 2018 and filing was again marked as defective. Again, on two occasions i.e., 7th December, 2018 and 20th December, 2018, the petition was re-filed and objected by the registry due to underlying defects. The petition prior to coming on the record was once again filed with defects on 7th January, 2019 and the defects were finally removed in the petition re-filed on 9th January, 2019.

24. At this instance, it is also relevant to refer to the Delhi High Court Rules and Orders, Volume V Chapter 1 Rule 5, which provides as under:

> *"5(1) The Deputy Registrar/Assistant Registrar, In-charge of the Filing Counter, may specify the objections (a copy of which will be kept for the Court Record) and return for amendment and re-filing within a time not exceeding 7 days at a time and 30 days in the aggregate to be fixed by him, any memorandum of appeal, for the reason specified in Order XLI, Rule 3, Civil Procedure Code.*
> *(2) If the memorandum of appeal is not taken back, for*

> *amendment within the time allowed by the Deputy Registrar/Assistant Registrar, in charge of the Filing Counter under sub-rule (1), it shall be registered and listed before the Court for its dismissal for non-prosecution.*
> *(3) If the memorandum of appeal is filed beyond the time allowed by the Deputy Registrar/Assistant Registrar, in charge of the Filing Counter, under sub-rule (1) it shall be considered as fresh institution."*

25. To this effect, a Division Bench of this Court in ***Government of NCT of Delhi vs. Y.D Builder & Hotels Pvt. Ltd.*, 2017 SCC Online Del 6812,** while adjudicating upon a similar issue, observed as under:

> *"**12.** Upon reading Rule 5(3), which would apply mutatis mutandis to all matters, whether civil or criminal, and would, therefore, apply to a petition under Section 34 of the Arbitration and Conciliation Act, it is evident that in case such a petition is re-filed beyond the time allowed by the Registry under sub-Rule (1), the filing shall be considered as a fresh institution. Since the ultimate filing was done on 26.05.2016 and was well beyond the period permitted by the Registry, the filing of the petition under Section 34 would have to be construed as a fresh filing on 26.05.2016. This would mean that not only there was a delay in re-filing but there was a delay in filing of the petition itself which ought to have happened within three months and at the latest within a period of 30 days thereafter, subject to the fulfilment of the conditions laid down under the proviso to Section 34(3) of the said Act. Clearly, the petition, on this ground also, was time barred."*

26. As noted above, the petitioner has taken more than four months to remove the defects lying in registry as the petition was first filed on 29th August 2018 and came on record on 9th January 2019 after the lapse of permissible delay of 30 days in accordance with above-mentioned Delhi

High Court Rules. Therefore, even though the petition was not barred by limitation at the very first instance, it did not meet the requisite for re-filing of the petition after removal of the defects. The petition being filed on 29th August 2018 suffered from significant defects including absence of *Vakalatnama*, appropriate affidavits, etc which are the basic requirements to file any petition/application. It is further observed that the petitioner failed to take diligent steps for removal of defects within the maximum permissible period under the aforementioned High Court Rules. Therefore, in light of the above-mentioned High Court Rules and the law settled by the Division Bench of this Court, the petition which was admittedly filed with defects on 29th August 2018 shall not be construed as an appropriate petition for adjudication by this Court. Thus, the instant petition would also be hit by the afore-mentioned Rule 5(3) of the Delhi High Court Rules and accordingly, the petition filed on 9th January 2019 shall be treated as a fresh and proper filing of the instant petition.

27. The principles of law pertaining to condonation of delay under the Act have been reiterated time and again in a catena of judgments by the courts. In the case of ***Delhi Development Authority v. Durga Construction Co.*, 2013 SCC OnLine Del 4451,** the Division Bench of this Court has held as under:

> *"**21.** Although, the courts would have the jurisdiction to condone the delay, the approach in exercising such jurisdiction cannot be liberal and the conduct of the applicant will have to be tested on the anvil of whether the applicant acted with due diligence and dispatch. The applicant would have to show that the delay was on account*

of reasons beyond the control of the applicant and could not be avoided despite all possible efforts by the applicant. The purpose of specifying an inelastic period of limitation under section 34(3) of the Act would also have to be borne in mind and the Courts would consider the question whether to condone the delay in re-filing in the context of the statute. A Division Bench of this High Court in Competent Placement Services through its Director/Partner v. Delhi Transport Corporation through its Chairman, 2011 (2) RAJ. 347 (Del) has held as under:—

> *"9. In the light of these provisions and decisions rendered by the Hon'ble Supreme Court, it is thus clear that no petition under Section 34 of the A&C Act can be entertained after a period of three months plus a further period of 30 days, subject to showing sufficient cause, beyond which no institution is permissible. However, the rigors of condonation of delay in refiling are not as strict as condonation of delay of filing under Section 34(3). But that does not mean that a party can be permitted an indefinite and unexplainable period for refilling the petition."*

22. *The decision of a Division Bench of this Court in The Executive Engineers v. Shree Ram Construction & Co. (supra) which is relied upon by the respondent also does not support the contention that this Court would not have the jurisdiction to condone the delay in re-filing beyond the period of three months and 30 days as specified under section 34(3) of the Act. The Court in that decision had pointed out that, in the context of Arbitration and Conciliation Act, liberality in condoning the delay in refiling would be contrary to the intention of the Parliament. However, this does not imply that the Court would have no jurisdiction to condone the delay in re-filing beyond the period as specified in section 34(3) of the Act. This is also apparent from Para 41 of the said judgment which reads as under:—*

> *"41. The question, which still requires to be*

answered, is whether a reasonable explanation has been given with regard to delay of 258 days in the refiling of the Objections. Since this delay crosses the frontier of the statutory limit, that is, three months and thirty days, we need to consider whether sufficient cause had been shown for condoning the delay. The conduct of the party must pass the rigorous test of diligence, else the purpose of prescribing a definite and unelastic period of limitation is rendered futile. The reason attributed by the Appellant for the delay is the ill health of the Senior Standing Counsel. However, as has been pithily pointed out, the Vakalatnama contains the signatures of Ms Sonia Mathur, Standing Counsel for the Department; in fact, it does not bear the signature of Late Shri R.D. Jolly. Because of the explanation given in the course of hearing, we shall ignore the factum of the Vakalatnama also bearing the signature of another Standing Counsel, namely, Ms Prem Lata Bansal. We have called for the records of OMP No. 291/2008 and we find that the Objections have not been signed by Late Shri R.D. Jolly but by Ms Sonia Mathur on 9.8.2007, on which date the supporting Affidavit has also been sworn by the Director of Income Tax. In these circumstances, the illness of Late R.D. Jolly is obviously a smokescreen. No other explanation has been tendered for the delay. The avowed purpose of the A&C Act is to expedite the conclusion of arbitral proceedings. It is with this end in view that substantial and far reaching amendments to the position prevailing under the Arbitration Act, 1940 have been carried out and an altogether new statute has been passed. This purpose cannot be emasculated by delays, intentional or gross, in the course of refiling of the Petition/Objections. The conduct of the Appellant is not venial. We find no error in the conclusion arrived at by the learned

Single Judge and accordingly dismiss the Appeal."

28. The objective of the law of limitation is to prevent the outdated, fictitious, or fraudulent claims while also requiring a person to exercise his rights to action within the prescribed time. It is a settled principle that law does not help those who sleep over their rights. The Supreme Court in ***Bharat Barrel and Drum Mfg. Co. Ltd.*** **v.** ***ESI Corpn.,*** **(1971) 2 SCC 860** has observed as under-

> *"The law of limitation appertains to remedies because the rule is that claims in respect of rights cannot be entertained if not commenced within the time prescribed by the statute in respect of that right. Apart from Legislative action prescribing the time, there is no period of limitation recognised under the general law and therefore any time fixed by the statute is necessarily to be arbitrary. A statute prescribing limitation however does not confer a right of action nor speaking generally does not confer on a person a right to relief which has been barred by efflux of time prescribed by the law. The necessity for enacting periods of limitation is to ensure that actions are commenced within a particular period, firstly to assure the availability of evidence documentary as well as oral to enable the defendant to contest the claim against him; secondly to give effect to the principle that law does not assist a person who is inactive and sleeps over his rights by allowing them when challenged or disputed to remain dormant without asseting them in a court of law. The principle which forms the basis of this rule is expressed in the maximum vigilantibus, non dermientibus, jura subveniunt (the laws give help to those who are watchful and not to those who sleep). Therefore the object of the statutes of limitations is to compel a person to exercise his right of action within a reasonable time as also to discourage and suppress stale, fake or fraudulent claims While this is so there are two aspects of the statutes of*

> *limitation the one concerns the extinguishment of the right if a claim or action is not commenced with a particular time and the other merely bare the claim without affecting the right which either remains merely as a moral obligation or can be availed of to furnish the consideration for a fresh enforceable obligation."*

29. Therefore, upon a conjoint reading of the abovementioned statutory provisions and pronouncements, this Court is of the opinion that even though the power to condone the delay is conferred upon the Court, the condonation under Section 34(3) cannot be granted liberally as the same would defeat the very purpose of the enactment of the Arbitration Act, that is, the expeditious resolution of disputes.

30. It is patent from the status of filing and re-filing that the petitioner has miserably failed to remove the defects owing to the want of due-diligence from the petitioner and thus, it is nothing but an attempt to be exempted from the bar of limitation imposed under Section 34 of the Act. Therefore, in view of the above discussion, arguments advanced by the parties and judicial pronouncements *qua* delay in filing and re-filing of a petition under Section 34 of the Act, this Court arrives at the finding that the conduct on part of the petitioner does not provide any cogent reason to entertain the instant petition by condoning the delay and to interfere with the award passed by the learned Sole Arbitrator. The conduct of the petitioner has evidently signified his intent of evading the administration of justice by not complying with the procedure of law.

30. Accordingly, the instant application for condonation of delay, i.e. **I.A. 322/2019** is dismissed.

31. It is trite that when a petition/application is hit by the bar of limitation, only upon satisfaction of the Court of just and sufficient reasons for delay, the way for adjudication of issues on merit paves out. In the case at hand, this Court is not satisfied that the reasons stated for the delay are sufficient to condone the delay and thus, the instant petition, being barred by limitation, is accordingly dismissed.

32. Pending applications, if any, also stand dismissed.

33. The order be uploaded on the website forthwith.

(CHANDRA DHARI SINGH)
JUDGE

JANUARY 27, 2023
Dy/ms