

THE U.P. REAL ESTATE APPELLATE TRIBUNAL, LUCKNOW

Division Bench Court No. 2

APPEAL-566/2023

PAWAN KUMAR

.....Appellant

Versus

U.P. AWAS EVAM VIKAS PARISHAD
U.P. AWAS EVAM VIKAS
PARISHAD

.....Respondent

Counsel for Appellant
AMIT YADAV

Counsel for Respondent

Hon'ble Mr. Sanjai Khare, Judicial Member

Hon'ble Mr. Rameshwar Singh, Administrative Member

1. The present appeal is directed against the order dated 24.02.2023 passed by the learned Regulatory Authority, Lucknow, arising from Complaint No. LKO162/09/99142/2022, whereby, the complaint of the appellant/allottee was dismissed.
2. The brief facts, as culled out from the memo of appeal, are that the appellant has booked a residential unit in Kailash Enclave, Vrindavan Yojna on 24.07.2014 by depositing the registration fee of Rs. 1,30,000/-. As per clause 9.1 of the registration booklet, the flat was proposed to be constructed within 27 months from the date of issuance of the demand letter. On 28.02.2015, a demand letter was issued to the appellant. Total estimated cost of the unit was Rs, 26 lakhs. On 17.08.2015, the tri-partite agreement was executed between the appellant/allottee, respondent/promoter and Housing Development Finance Corporation Ltd. Allotment letter dated 07.10.2020 regarding Unit No. C-411 was issued to the appellant/allottee after 40 months delay from the due date of possession. On 22.10.2020, sale deed was executed in favour of appellant/allottee and the possession was handed over on 23.10.2020. Feeling aggrieved, the

appellant/allottee preferred a compliant before the learned Regulatory Authority on 04.09.2022 seeking delayed interest in handing over possession. By the impugned order dated 24.02.2023, the complaint filed by the appellant/allottee was dismissed by the learned Regulatory Authority on the ground that relief sought by the appellant/allottee comes under category of compensation and Authority has no jurisdiction. Hence, the present appeal.

3. It has been alleged in the grounds of appeal that impugned order has been passed in mechanical manner, promoter has not paid interest on the deposited amount for the delayed period, interest for delay period is within jurisdiction of the Regulatory Authority, and interest for delay in possession does not fall in the category of compensation. Promoter did not handed over the possession of the unit within stipulated time, appellant has sought following reliefs :-

- (i) Set aside the impugned order dated 24.02.2023 passed by the learned Authority.
- (ii) The respondent be directed to pay the interest @ MCLR+1% p.a. for the delay of 40 months occurred in handing over possession of the unit within stipulated time calculated from the due date of possession i.e. 28.05.2017 till date of issuing the pradeshana patra dated 07.10.2020.
- (iii) Such other orders as this Hon'ble Tribunal may deem fit and proper under the circumstances of the case so as to protect and safeguard the interest of the appellant may also be passed, in the interest of justice.

4. Respondent-U.P. Awas Evam Vikas Parishad has filed objections against the appeal. It has been alleged in the objections that Clause 1 & 9.1 of the brochure/registration booklet provides the expected period of 27 months for

completion of the construction of the flat. Clause 9.2 of the brochure/registration booklet provides that delivery of possession would be made after full payment of the cost of the flat payable after final costing and after execution of sale deed. After accepting the said terms and conditions of the registration booklet, the appellant had applied for allotment of flat by depositing the registration amount of Rs. 1,30,000/-. Thereafter on the basis of estimated cost of Rs. 26 lakhs of the flat, the demand letter dated 28.02.2015 had been issued to the appellant subject to the final determination of price of the flat. According to the demand letter dated 28.02.2015, the installments were to be paid upto 31.06.2017. It had been specifically mentioned in the demand letter that if amount of installments is not paid within stipulated period, 13.5% additional interest would be payable.

5. Project of the respondent/promoter was registered in the RERA and RERA had provided the completion of the work up to 31.12.2019. The respondent had completed the project within this period and completion certificate had been issued on 27.12.2019, the allotment letter dated 07.10.2020 had been issued to the appellant after final the costing of the flat. The flat No. C-411/2 BHK/4th Floor was allotted to the appellant. Appellant was directed to deposit the balance cost of Rs. 5,04,484/- of flat with miscellaneous charges which was asked from the allottee to be deposited vide allotment letter dated 07.10.2020 and complete the formalities for execution of sale deed upto 30.11.2020. Appellant paid final cost of the flat and got sale deed executed in his favour on 22.10.2020. The appellant has taken the possession of the flat on 23.10.2020, appellant had accepted the terms and conditions of the sale deed that further no any claim would be acceptable in the matter. Appellant has taken the possession of the flat without any pre-condition. Possession of the flat has been given as per the terms and conditions of the registration booklet, therefore, is not entitled to get any delay interest on his

deposited amount, therefore, Regulatory Authority has correctly passed the impugned order dated 24.02.2023 after considering the facts that sale deed has been executed in favour of the appellant and physical possession of the flat has already been given to the appellant and relief sought comes in the purview of the compensation. After the execution of sale deed and handing over of physical possession of the flat the issue of delay interest falls within the purview of compensation which is not within the jurisdiction of the Regulatory Authority, and respondent has prayed for the dismissal of the instant appeal.

6. Appellant has filed his rejoinder against the objections of the respondent. Appellant has reiterated the facts mentioned in his appeal and denied the facts mentioned in the objections regarding non entitlement of the appellant for delay interest. The appellant has submitted that the impugned order dated 24.02.2023 suffers from material irregularity and has been passed without the application of judicial mind.
7. Heard Sri Amit Yadav, learned counsel for the appellant, and Sri N.N. Pandey, learned counsel for the respondent on appeal, objections and rejoinder.
8. On the basis of pleadings and submissions of both the parties following issues are framed :-
 - (i) Whether project is delayed;
 - (ii) Whether appellant is entitled to claim interest for delayed possession of the unit by respondent/promoter after execution of conveyance deed and handing over of the possession of the unit to the allottee;

- (iii) Whether Regulatory Authority has jurisdiction to grant relief sought in the complaint by the appellant/allottee;
- (iv) Whether impugned order suffers from any perversity or illegality.

Answer to Issue No.1

9. It is admitted fact that appellant/allottee filed an application before the U.P. Awas Evam Vikas Parishad, Lucknow for the allotment of a flat in Kailash Enclave, Vrindavan Yojna-4 Lucknow on 24.07.2014 with registration amount of Rs. 1,30,000/-. Appellant/allottee received first letter of information dated 28.02.2015 regarding selection of the name of appellant/allottee for the allotment of a flat by lottery. Chart for the payment of installments of consideration amount/onetime payment was mentioned in the letter dated 28.02.2015. It was mentioned in the letter dated 28.02.2015 that 2% discount will be allowed on the payment of full consideration at a time within 30 days from the letter or rest consideration amount after adjusting the registration amount of Rs. 1,30,000/- will be payable in 10 installments starting from 30.06.2015 to 31.06.2017 at tri monthly interval. Allotment/last demand letter will be issued after the deposit of full amount/all installments. A tripartite agreement amongst the allottee/borrower-Pawan Kumar-first party, U.P. Awas Evam Vikas Parishad-second party and HDFC Bank-third party was executed for the loan of Rs. 18 lakhs. Flat/property was mortgaged with the Bank till the final payment of loan. It has been mentioned in the brochure of the project on Page No. 17, condition No.1 that construction is to be completed within 27 months. Respondent/promoter has mentioned in Para-4 and onwards in the objection that demand letter was issued on 28.02.2015. It is also admitted fact to the respondent/promoter that promoter got completion certificate regarding the project on 27.12.2019, thereafter promoter issued letter dated 07.10.2022

mentioning flat No. C-411/2 BHK/4th Floor, as offer of possession. Sale deed executed on 22.10.2020 and possession of the flat was handed over to the allottee/appellant on 23.10.2020 in pursuance to this offer of possession.

- 9.1 It is very clear after analyzing the above mentioned dates from the date of demand letter to the letter of offer of possession, execution of sale deed and possession of flat in relation to the time of completion mentioned in the brochure that respondent/promoter had to complete the project/unit within 27 months from the date i.e. 28.02.2015 of first demand letter. Thus, respondent/promoter had to complete his project on or before 28.05.2017, but admittedly the respondent/promoter completed his project/unit and issued offer of possession letter on 07.10.2020 which means that delay period is from 29.05.2017 to 07.10.2020.
- 9.2 It has been alleged by the respondent/promoter that present project was registered in the RERA in which RERA had allowed the completion of work upto 31.12.2019 and on this ground, respondent has alleged that respondent/promoter has completed the project within the period provided by RERA and completion certificate has been issued on 27.12.2019 and thereafter offer of possession was also issued on 07.10.2020 to the appellant/allottee after final costing of the flat. Appellant applied for the allotment of the unit in the project through application dated 24.07.2014 with the registration fee of Rs. 1,30,000/-, and demand letter was issued to the appellant on 28.02.2015. As per the period mentioned in the brochure of the project, project was to be completed within 27 months and possession was to be delivered on or before 28.05.2017. Provisions of RERA Act, 2016 came into force on 01.05.2017 and after that respondent/promoter got the project registered in U.P.

Real Estate Regulatory Authority in which respondent/promoter had mentioned the date of completion as 31.12.2019.

9.3 An allottee has right for delay interest in delayed project under Section 18(1) proviso of RERA Act if allottee does not intend to withdraw from the project.

Section 18(1)(a) extracted as below :-

“18. Return of amount and compensation.—(1) If the promoter fails to complete or is unable to give possession of an apartment, plot or building,—

(a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein”.

Thus, Section 18(1)(a) clearly lays down provisions that completion and delivery of possession of an apartment will be in accordance with the terms of the agreement for sale, or as the case may be, duly completed by the date specified therein.

The issue has been examined by ***Hon’ble Bombay High Court*** in ***Neelkamal Realtors Suburban Private Ltd. and another Vs. Union of India and others*** decided on 06.12.2017 with regard to agreement entered into between the parties even prior to coming into force of the Act, 2016 and the Hon’ble Court was pleased to observe in Para Nos. 119 and 256 as follows :-

“119. Under the provisions of [Section 18](#), the delay in handing over the possession would be counted from the date mentioned in the agreement for sale entered into by the promoter and the allottee prior to its registration under RERA. Under the provisions of RERA, the promoter is given a facility to revise the date of completion of project and declare the same under [Section 4](#). The RERA does not contemplate rewriting of contract between the flat purchaser and the promoter. The promoter would tender an application for registration with the necessary preparations and requirements in law. While the proposal is submitted, the

promoter is supposed to be conscious of the consequences of getting the project registered under RERA. Having sufficient experience in the open market, the promoter is expected to have a fair assessment of the time required for completing the project. After completing all the formalities, the promoter submits an application for registration and prescribes a date of completion of project. It was submitted that interest be made payable from the date of registration of the project under RERA and not from the time-line consequent to execution of private agreement for sale entered between a promoter and a allottee. It was submitted that retrospective effect of law, having adverse effect on the contractual rights of the parties, is unwarranted, illegal and highly arbitrary in nature.”

256. [Section 4\(2\)\(l\)\(C\)](#) enables the promoter to revise the date of completion of project and hand over possession. The provisions of RERA, however, do not rewrite the clause of completion or handing over possession in agreement for sale. [Section 4\(2\)\(l\)\(C\)](#) enables the promoter to give fresh time line independent of the time period stipulated in the agreements for sale entered into between him and the allottees so that he is not visited with penal consequences laid down under RERA. In other words, by giving opportunity to the promoter to prescribe fresh time line under [Section 4\(2\)\(l\)\(C\)](#) he is not absolved of the liability under the agreement for sale.

As per provisions of Section 4(2)(l)(C) of the Act, 2016 enables the promoter to give fresh time line for completion of the project independent of the time period stipulated in the agreement for sale entered into between the promoter and the allottee, he is not absolved of the liability under the agreement for sale as there is no provision which empowers the promoter to ask the Regulatory Authority to re-write the clauses of completion or handing over possession in the agreement or sale. Thus, the date of completion/handing over of the possession of the unit is to be as per the Registration Booklet/Allotment Letter/Buyer Builder Agreement.

10.4 Present project has been launched in 2014 and as per brochure project was to be completed within 27 months, therefore, period of completion will be applicable as per the agreement/period mentioned in the brochure. This period cannot be deemed to be extended if some other completion period date has been mentioned in the registration before the RERA.

10.5 On the basis of above analysis of facts, period of completion of 27 months will be computed from the date of demand letter dated 28.02.2015, therefore, project was to be completed on or before 28.05.2017. While respondent/promoter received completion certificate on 27.12.2019 and thereafter issued offer of possession on 07.10.2020, therefore, project is delayed and delay period is from 29.05.2017 to 07.10.2020.

Issue No. 1 is answered accordingly.

Answer to Issue No.2

11. Issue No. 2 involves the analysis whether appellant is entitled to claim interest for delayed possession of the unit by respondent/promoter even after the execution of conveyance deed and handing over of the possession of the unit to the allottee.

11.1 Proviso to Section 18(1) of RERA Act, 2016 lays down that if allottee wishes to remain in the delayed project, he shall be paid by the promoter interest for every month of delay till handing over of the possession, at such rate as may prescribed. This is an obligation imposed on the promoter. Promoter has to discharge this obligation in delayed project by mentioning/proposing the amount of delay interest to the allottee in the offer of possession due to be paid to the allottee with other dues to be paid by the allottee to the promoter before the execution of sale deed, so that allottee can convey his objection regarding delay period/amount proposed as delay interest. If promoter has not discharged his obligation before the execution of

sale deed and sale deed is executed and possession is delivered to the allottee even then his right to the interest for delayed period will survive and allottee can claim interest for delayed period at the prescribed rate even after the execution of sale deed and delivery of possession. Right to interest for delay period is statutory and unqualified right of the allottee. Therefore, argument of the promoter is not sustainable that allottee has no right of interest for delayed period if sale deed has been executed and possession has been delivered to the allottee.

- 11.2 It has been argued on behalf of promoter that allottee/appellant got the sale deed executed and received the possession of the flat with the accepted terms and conditions of the sale deed that no any claim would be acceptable in the matter. Right to interest for delay in possession in the delayed project is statutory right of the allottee. Provision of proviso to Section 18(1) of RERA Act, 2016 “he shall be paid by the promoter” denotes that payment of delay interest to allottee by promoter is an obligation to be discharged by the promoter before the execution of sale deed. If promoter fails to discharge his obligation, then he cannot take plea that he is not owing any liability for the payment of delay interest because there is a clause to the effect in the sale deed that no claim could be acceptable in the matter. Every promoter, whose project is delayed, has an opportunity to mention/propose delay interest to be paid to the allottee in offer of possession in which promoter normally mentions dues to be paid by the allottee before the execution of the sale deed and delivery of possession. If promoter has not discharged his obligation by proposing any delay interest for delayed period in the offer of possession or through some other mode before the execution of sale deed then he cannot take the plea of any condition imposed upon the allottee in sale deed that no any claim would be acceptable in the matter. No such terms and condition can be imposed upon allottee against his unqualified statutory right as waiver of his right.

11.3 It has been argued on behalf of appellant that appellant/allottee has taken the possession of flat without any pre-condition, therefore, he is not entitled to get any delay interest. This argument was acceptable only in the situation if promoter had proposed any fact or amount regarding delay period/interest for delay or promoter had proposed to the allottee any delay interest in the offer of possession or through any other mode. In the present matter promoter has not discharged his obligations regarding the payment of interest for delayed period before the execution of sale deed, therefore, there is no occasion to the allottee to propose any kind of objection or convey protest against the proposal/payment of delay interest before the execution of sale deed and delivery of possession. Therefore, argument of the promoter is not sustainable on this ground.

11.4 Hon'ble Supreme Court in the case of ***Wg. Cdr. Arifur Rahman Khan and Aleya Sultan and others Vs. DLF Southern Homes Pvt. Ltd. (SCC Online SC 667)***, while examining the issue whether a flat buyer who seeks to espouse a claim against the developer for delayed possession can as a consequence of doing so be compelled to defer the right to obtain a conveyance to perfect their title, was pleased to observe in Para No. 35, which is as follows :-

“35 The flat purchasers invested hard earned money. It is only reasonable to presume that the next logical step is for the purchaser to perfect the title to the premises which have been allotted under the terms of the ABA. But the submission of the developer is that the purchaser forsakes the remedy before the

consumer forum by seeking a Deed of Conveyance. To accept such a construction would lead to an absurd consequence of requiring the purchaser either to abandon a just claim as a condition for obtaining the conveyance or to indefinitely delay the execution of the Deed of Conveyance pending protracted consumer litigation.”

- 11.5 In view of the above judgment alongwith analysis and discussion under Para11.2, 11.3 and 11.4, it can safely be said that an allottee does not lose his right to delay interest in delayed project even after the execution of sale deed and delivery of possession, if promoter has not discharged his obligations regarding payment of delay interest before the execution of sale deed.

Issue No.2 is answered accordingly.

Answer to Issue No.3

12. This issue involves examination and analysis of the fact whether Regulatory Authority has jurisdiction to grant relief sought in the complaint by the appellant/allottee.
- 12.1 Perusal of complaint No. LKO162/09/99142/2022 reveals that complaint was filed for the possession and payment of interest for delay as mentioned in the column of relief sought which clearly depicts that complainant/allottee filed a complaint for the possession and payment of interest for delay. Answer to issue No.1 makes it clear that present project is delayed. Section 18(1) of the Act, 2016 makes provisions as below :-

18. Return of amount and compensation.—(1) *If the promoter fails to complete or is unable to give possession of an apartment, plot or building,—*
(a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or

(b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason, he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act:

Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed.

- 12.2 As per the proviso of the Section 18(1) of Act, 2016, the promoter has to pay delay interest to the allottee in delayed project if allottee does not withdraw from the project. Hon'ble Supreme Court has interpreted the proviso of Section 18(1) of the Act, 2016 in ***Imperia Structure Ltd. Vs. Anil Patni*** (in case of delayed project) in Paragraph No. 25, that proviso to Section 18(1) contemplates a situation where the allottee does not intend to withdraw from the project. In that case, he is entitled to and must be paid interest for every month of delay till handing over possession. Hon'ble Supreme Court in ***Newtech Promoters and Developers Pvt. Ltd. Vs. State of U.P. and Others (2021) 18 SCC 1*** (03 Judges Bench) has held that while answering question No. 2 in Paragraph No. 85- "From the scheme of the Act of which a detailed reference has been made and taking note of power of adjudication delineated with the regulatory authority and adjudicating officer, what finally culls out is that although the Act indicates the distinct expressions like 'refund', 'interest', 'penalty' and 'compensation', ***a conjoint reading of [Sections 18](#) and [19](#) clearly manifests that when it comes to refund of the amount, and interest on the refund amount, or directing payment of interest for delayed delivery of possession, or penalty and interest thereon, it is the regulatory authority which has the power to examine and determine the outcome of a***

complaint. At the same time, when it comes to a question of seeking the relief of adjudging compensation and interest thereon under [Sections 12, 14, 18 and 19](#), the adjudicating officer exclusively has the power to determine, keeping in view the collective reading of Section 71 read with [Section 72 of the Act.](#)”

- 12.3 Therefore, it is clear that if compensation is sought in relief then jurisdiction to grant compensation lies with Adjudicating Officer, but proviso to Section 18 of Act, 2016, allottee is seeking relief for the payment of delay interest and possession then jurisdiction to grant delay interest and possession lies with the Regulatory Authority. Provisions of Section 18(1) of Act, 2016 makes it clear that an allottee can claim for delay interest only when he does not exit from the project/withdraw from the project. If allottee does not exit from the delayed project then he is entitled for the delay interest, if allottee withdrawing from the delayed project then he is entitled for refund of deposited/principal amount with interest including compensation. In such condition also jurisdiction for granting refund with interest lies with Regulatory Authority and jurisdiction to grant compensation lies with the Adjudicating Officer. In the present matter allottee is asking for possession and delay interest because allottee does not want to exit from the project, therefore, as per the proviso to Section 18(1) of the Act, 2016, allottee is entitled for only delay interest and possession and jurisdiction to grant delay interest and possession in a delayed project lies with Regulatory Authority.
- 12.4 Answer to Issue No. 2 makes it clear that appellant/allottee is entitled to claim delay interest with possession in the delayed project even if the sale deed has been executed and delivery of possession has been handed over to the allottee.
- 12.5 Complainant has mentioned in remark column of his complaint that promoter had delayed the project for more than 36 months and during this period individual paid the interest and rent. Complainant has nowhere claimed compensation on these grounds in the complaint.

Issue No. 3 is answered accordingly.

Answer to Issue No.4

13. Complaint has been filed for the possession of allotted unit and payment of interest for delay in delayed project. Answer to the Issue No.1 makes it clear that construction of the project has been completed with delay. Date of completion of the project/delivery of possession was on or before 28.05.2017, but admittedly the promoter issued offer of possession letter on 07.10.2020 after getting completion certificate on 27.12.2019, therefore, delay period is 29.05.2017 to 07.10.2020. Allottee has right to interest for delay in delayed project if allottee is not withdrawing from the project. Answer to Issue No. 2 makes it clear that promoter has not discharged his obligations to pay delay interest before the execution of sale deed/delivery of possession, therefore, right of allottee for delay interest cannot be defeated by the execution of sale deed and delivery of possession. Learned Regulatory Authority has passed the impugned order dated 24.02.2023 as under :-

“Registry has been executed of the unit and possession of the unit has been delivered on 23.10.2021, therefore, relief sought by the complainant falls in the category of compensation, Regulatory Authority has no jurisdiction to determine the compensation and complaint has been decided accordingly.”

Relief of possession and payment for interest for the delay period has been sought by the allottee/complainant in the complaint which means main relief sought by the complainant is possession and payment for interest of delay. Answer to Issue No.3 makes it very clear that jurisdiction to grant relief of possession and payment of interest for delay regarding allotted unit lies with Regulatory Authority. Relief of possession and payment of interest for delay, if allottee does not withdraw from the project, does not fall in the category of compensation as per proviso of Section 18(1) of the Act, 2016. Under Section 18 compensation is only granted to the

allottee regarding delayed project, if allottee wishes to withdraw from the project. if sale deed has been executed and possession has been delivered to the allottee in delayed project after due date of completion/possession even then allottee is entitled for the delay interest. Promoter cannot escape from the obligation regarding payment of delay interest. In relief clause, complainant has not asked for any amount in the form of compensation. Complainant has mentioned in the remark column of complaint that during delay period, he paid the interest and room rent. Complainant has nowhere prayed for the payment of any amount in the form of room rent or interest paid to the bank etc., therefore, main relief of possession and payment of interest for delay do not fall in the category of compensation. Thus, Regulatory Authority mis-interpreted the relief clause with the fact mentioned in the remark column. Complainant/allottee got the possession of the allotted flat but after delay of period from 29.05.2017 to 07.10.2020. Learned Regulatory Authority has wrongly denied the relief of delay interest to the complainant/allottee for which allottee was entitled. Therefore, impugned order dated 24.02.2023 suffers from perversity and illegality.

Issue No. 4 is answered accordingly.

14. On the examination and analysis of Issue Nos. 1 to 4, we are of the considered view that allotted flat has been delivered to the complainant/allottee after the delayed period from 29.05.2017 to 07.10.2020. Therefore, appellant/allottee is entitled for delay interest for the period from 29.05.2017 to 07.10.2020 @ MCLR+1% p.a. Consequently, Appeal is liable to be allowed and impugned order dated 24.02.2023, passed by Regulatory Authority, is liable to be set-aside.

15. The present **Appeal No. 566 of 2023 (Pawan Kumar Vs. U.P. Awas Evam Vikas Parishad)** is **allowed**. Consequently, impugned order dated 24.02.2023 passed by Regulatory Authority in Complaint No. LKO162/09/99142/2022 is set-aside.
16. Respondent/promoter is directed to pay interest on deposited amount for delay in possession to the appellant/allottee w.e.f. 29.05.2017 to 07.10.2020 @ MCLR +1% p.a.
17. The amount of delay interest shall be paid to the appellant within 45 days from the date of uploading of this order, failing which, appellant shall be entitled to interest at the same rate, on the payable amount, till the actual date of possession.
18. No order as to cost.

(Rameshwar Singh)

(Sanjai Khare)

Dated: 23.05.2025
PRADEEPKUMAR