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IN THE HIGH COURT OF DELHI AT NEW DELHI

Judgment Reserved on: 03.08.2026

Judgment delivered on: 14.08.2026

Judgment uploaded on: 14.08.2026

CNR No. DLHC010141762022+ **FAO (COMM) 53/2022****OMAXE LTD.**

.....Appellant

versus

ASHA SAINI

.....Respondent

CNR No. DLHC010223932022+ **FAO (COMM) 91/2022****M/S OMAXE LTD.**

.....Appellant

versus

ASHA SAINI

.....Respondent

Advocates who appeared in this case

For the Petitioner : Mr. Ramesh Singh, Senior Advocate
with Mr. Mukti Bodh, Ms. Mala
Diwadi, Ms. Nanya Hage and Mr.
Subhashish Panda, Advocates

For the Respondents : Mr. Praveen Mahajan and Mr. Raj
Choudhary, Advocates

CORAM:**HON'BLE MR. JUSTICE V. KAMESWAR RAO****HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA****JUDGMENT****MANMEET PRITAM SINGH ARORA, J.**

1. The present appeals have been preferred by the Appellant under Section 37(1)(c) of the Arbitration and Conciliation Act, 1996 [‘Act of



1996'] impugning the common order dated 11.01.2022 passed by the learned District Judge (Commercial Court)-01, South-East District, Saket Courts, New Delhi ['District Judge'] in OMP (Comm.) No. 53/2019 and OMP (Comm.) No. 50/2019.

1.1. Dispute arose out of two separate Builder Buyer Agreements ['BBA'] executed between the Appellant and the Respondent. The parties are common in both the appeals.

1.2. Since both appeals involve substantially identical facts, contractual stipulations, parallel arbitral proceedings and common questions of law, they are being considered together.

1.3. The Appellant has addressed common arguments and has treated FAO (COMM) No. 53/2022 as the lead appeal.

2. FAO (COMM) No. 53/2022 arises out of a Booking Application Form dated 21.03.2006 and BBA dated 09.02.2012 executed between the Appellant and the Respondent, in respect of Flat No. 706, Petronas Tower, in the Appellant's residential project, 'Omaxe North Avenue', Bahadurgarh, Haryana ['Project']. Disputes arose between the parties regarding the delay in handing over possession of the said flat, which ultimately culminated in invocation of arbitration clause and commencement of arbitral proceedings before the learned Sole Arbitrator.

By award dated 26.12.2018, as modified by subsequent order dated 11.02.2019, the learned Sole Arbitrator allowed the Respondent's claims and awarded damages, pendente lite interest on the awarded damages, refund of overcharged interest collected by Appellant, litigation costs and



future interest. Aggrieved thereby, the Appellant instituted a petition under Section 34 of the Act of 1996, being OMP (Comm.) No. 53/2019, before the District Judge. By impugned judgment dated 11.01.2022, the District Judge dismissed the said petition and upheld the arbitral award.

3. FAO (COMM) 91/2022 arises out of a separate Booking Application Form dated 23.03.2006 and BBA dated 02.02.2012 executed between the same parties in respect of Flat No. 602, Empire Tower, in the same Project. Similar disputes regarding the delay in handing over possession of the said flat were referred to arbitration before the same learned Sole Arbitrator.

By award dated 26.12.2018, as modified by subsequent order dated 11.02.2019, the learned Sole Arbitrator allowed the Respondent's claims and awarded damages, pendente lite interest on the awarded damages, refund of overcharged interest collected by Appellant, litigation costs and interest. The Appellant challenged the said award by filing a petition under Section 34 of the Act of 1996, being OMP (Comm.) No. 50/2019, before the District Judge which upheld the arbitral award and dismissed the said petition by the common judgment dated 11.01.2022.

FACTS

4. The common facts relevant for deciding the present appeals are as under: -

4.1 The Respondent had initially applied for allotment of the flats in the Project in the year 2006 and was subsequently allotted the flats ['Flat No. 706, Petronas Tower' and 'Flat No. 602, Empire Tower'] on payment of the booking amount. The Appellant forwarded draft BBAs to the Respondent in



September 2008. According to the Appellant, although the BBAs were received by the Respondent, they were executed only in February 2012 since the Respondent raised certain issues regarding the contractual terms. Under the BBAs, the Appellant undertook to hand over possession within thirty (30) months, with an extended period of six (6) months, from the date of *execution* of the respective BBAs.

4.2 However, it is a matter of record that between March 2006 and January 2009, the Respondent had paid the entire amount towards base price claimed by the Appellant as per the Construction Linked Plan [‘CLP’]. The only amount which remained pending was to be paid at the time of receiving the offer of the possession.

4.3 Disputes subsequently arose between the parties with regard to the delay in handing over possession of the flats only in January 2014. The Respondent raised claims for compensation for delay for the period beyond 01.04.2009 and issued legal notices in October 2012 alleging delay in delivery of possession.

The Appellant, on the other hand, maintained that possession had been offered in January 2014, within the contractual period stipulated under the BBAs and that the Respondent had failed to take possession despite such offer. The parties executed the respective sale deeds on 08.01.2014, whereafter the Respondent took possession of the flats. The Appellant disputed its liability to pay any damages or compensation for the intervening period 01.04.2009 till January 2014. The Appellant claimed that the period of 30 months for completion of the Project and delivery commenced from the date of the execution of the BBA (i.e., February 2012) and not from the



date of the payment of the first instalment i.e., earnest money (i.e., March 2006).

4.4 At first, the Respondent initiated civil suit proceedings claiming compensation from Appellant, on account of the alleged delay in delivery of possession. The Appellant filed applications under Section 8 of the Act of 1996 seeking reference of the disputes to arbitration. The applications were allowed by the learned Additional District Judge *vide* order dated 25.01.2017, whereafter the Respondent challenged the said order before this Court by filing petitions under Article 227 of the Constitution. The said petitions were dismissed following which the Respondent invoked the arbitration clause contained in the respective BBAs by issuing notice dated 22.08.2017.

4.5 Pursuant to orders dated 12.12.2017 passed by this Court in the respective Section 11 arbitration petitions, a common Sole Arbitrator was appointed to adjudicate the disputes between the parties under the aegis of the DIAC¹.

The Respondent filed Statement of Claim claiming compensation on account of the alleged delay in handing over possession, refund of the interest charged by Appellant towards delayed payment, damages for mental agony and litigation costs. The Appellant contested the claims by filing its Statement of Defence. During the arbitral proceedings, both parties agreed that no oral evidence was required and that the disputes could be adjudicated on the basis of the documentary record.

¹ Delhi International Arbitration Centre



4.6 By separate award(s) dated 26.12.2018, the learned Sole Arbitrator has allowed the Respondent's claims in part and awarded damages by way of interest on the Respondent's deposit of sale consideration for the period from 23.03.2006 till 08.01.2014, pendente lite interest on the awarded damages, refund of the amount recovered by Appellant towards delayed payment interest, litigation costs and post-award interest. On applications filed by the Respondent under Section 33 of the Act of 1996, the learned Sole Arbitrator modified the award(s) by order(s) dated 11.02.2019, enhancing the amounts awarded towards damages and consequential reliefs.

4.7 Aggrieved by the aforesaid awards, the Appellant filed separate Section 34 petitions under the Act of 1996 before the District Judge. By common judgment dated 11.01.2022, the District Judge dismissed both petitions and upheld the respective arbitral awards.

SUBMISSIONS BY THE PARTIES

5. Learned senior counsel for the Appellant contended that the learned District Judge perfunctorily upheld the awards without independently examining their legality or assigning any independent reasons. According to the Appellant, the awards are contrary to the terms and conditions of BBAs, the booking application forms, the settled principles governing contractual interpretation and are therefore liable to be set aside under Sections 34 and 37 of the Act of 1996.

5.1 The Appellant specifically assails the findings of the learned Arbitrator whereby (i) the BBAs were treated as having no independent legal effect and were held to be merely a continuation of the booking



application forms; (ii) the contractual period for handing over possession was reckoned from the date of booking instead of the date of execution of the BBAs; and (iii) damages in the form of interest were awarded to the Respondent for the alleged delay in delivery of possession. It is submitted that these findings are contrary to Clauses 17, 21 and 22 of the booking application forms and the express stipulations contained in the BBAs, under which the period for handing over possession commenced only from the execution of the respective agreements.

5.2 It is further contended that the learned Sole Arbitrator exceeded the jurisdiction conferred under Section 28 of the Act of 1996 by disregarding the contractual terms and deciding the disputes on equitable considerations. The Appellant submits that the awards are contrary to Sections 7, 10, 55, 62, 73 and 74 of the Indian Contract Act, 1872 [‘Act of 1872’], Sections 91, 92 and 115 of the Indian Evidence Act, 1872, and are consequently in conflict with the public policy of India.

5.3 The Appellant submits that the learned Sole Arbitrator ignored the admitted factual position that the Respondent had delayed execution of the BBAs despite the draft agreements having been forwarded in September 2008. According to the Appellant, the Respondent herself raised objections to certain contractual terms of BBAs and sought changes, thereby delaying execution of the agreements until February 2012. It is therefore contended that the Appellant could not have been held responsible for the intervening period or for any alleged delay in handing over possession.

5.4 The Appellant also challenges the award of damages/interest for delayed possession on the ground that the Respondent neither pleaded nor



proved any actual loss or damage suffered on account of the alleged delay. Reliance is placed upon the decisions of the Supreme Court in **Kailash Nath Associates v. Delhi Development Authority**² to contend that compensation under Section 73 of the Contract Act cannot be awarded in the absence of proof of actual loss, and in **Bangalore Development Authority v. Syndicate Bank**³ to submit that once possession is accepted at the agreed price, an allottee is not entitled to interest on the amounts paid merely because of delay in delivery.

5.5 It is further submitted that the learned Sole Arbitrator failed to give due effect to the subsequent settlement arrived at between the parties prior to execution of the sale deeds. According to the Appellant, the Respondent withdrew the police complaint, sought waiver of holding charges, acknowledged in writing that no legal dispute subsisted, executed undertakings agreeing to abide by the BBAs, accepted possession and got the sale deeds registered before subsequently initiating the present claims. In these circumstances, the Respondent was estopped from reopening the disputes, and the learned Sole Arbitrator erred in overlooking the effect of the settlement and the principles of waiver, acquiescence and estoppel.

6. In reply, the Respondent submits that the present appeals are devoid of merit and have been preferred only to delay the execution of the arbitral awards. It is contended that the District Judge, while exercising jurisdiction under Section 34 of Act of 1996, has passed a well-reasoned judgment after considering the pleadings, submissions and findings recorded by the learned

² (2015) 4 SCC 136

³ 2007 AIR SC 2198, at paragraph no. 13.



Sole Arbitrator.

6.1 At the outset, the Respondent submits that the scope of interference under Section 37 of Act of 1996 is extremely limited and is even narrower than the scope of scrutiny under Section 34. It is argued that an appellate court cannot re-appreciate the evidence or substitute its own view for that of the arbitral tribunal merely because another view is possible. In support of this proposition, reliance is placed on **K. Sugumar & Anr. v. Hindustan Petroleum Corporation Ltd. & Anr.**⁴ and **National Highways Authority of India v. JMC Constructions Pvt. Ltd.**⁵, to contend that none of the grounds raised by the Appellant satisfy the statutory requirements for interference with the arbitral awards under Section 37 of the Act of 1996.

6.2 On the merits, the Respondent supports the central finding of the learned Sole Arbitrator that the respective BBAs executed in February 2012 were merely a continuation of the contractual relationship that commenced with the booking application forms submitted in 2006. It is submitted that the booking application constituted the foundational agreement between the parties pursuant to which the Respondent made substantial payments, and therefore the subsequent BBAs could not introduce terms that altered the pre-existing contractual arrangement or postpone the commencement of the contractual period for delivery of possession. According to the Respondent, the learned Sole Arbitrator rightly held that the BBAs could not be relied upon, by the Appellant, to extend the period for handing over possession.

6.3 The Respondent further submits that the learned Sole Arbitrator acted

⁴ (2020) 12 SCC 539

⁵ 2022 SCC OnLine Del 2745



strictly within the scope of the contract and the Act of 1996. It is contended that the findings recorded by the learned Arbitrator represent a plausible and reasonable interpretation of the contractual documents and are based upon the material available on record. Consequently, the awards cannot be assailed on the ground that the learned Sole Arbitrator travelled beyond the terms of the contract or decided matters outside the scope of reference.

6.4 The Respondent also defends the monetary reliefs awarded by the learned Arbitrator, including compensation by way of interest for the delay in handing over possession, pendente lite and post-award interest, refund of the interest recovered by the Appellant towards delayed payment, and litigation costs. It is submitted that these reliefs are neither contrary to the contractual stipulations nor violative of Section 31(7) of Act of 1996.

6.5 It is submitted that the quantum of the award is a consequence of the prolonged delay, together with the grant of pre-reference, pendente lite and post-award interest, and does not render the awards illegal, arbitrary or opposed to the fundamental policy of Indian law. It is submitted that the awards are reasoned, legally sustainable and based on a proper appreciation of the contractual terms and the evidence on record.

FINDINGS AND ANALYSIS

7. We have heard the counsels for the parties and perused the record.

8. For deciding the pleas of the Appellant, we have referred to the contents of the award dated 11.02.2019 forming subject matter of OMP (COMM) No. 53/2019 in this judgment.



9. The learned Sole Arbitrator decided the dispute substantially in favour of the Respondent/claimant by holding that the contractual relationship between the parties came into existence on 21.03.2006, when the claimant applied for allotment of the flat and the Appellant accepted the booking amount of Rs. 4,53,750/-. Rejecting the Appellant's contention that the contractual obligations commenced only upon execution of the BBA dated 02.02.2012, the Arbitrator held that the application form, the basic terms and conditions, acceptance of booking amount and subsequent payments under the CLP together constituted a concluded and enforceable contract under the Act of 1872. The BBA executed in 2012 was held to be merely a continuation of the earlier contract and incapable of unilaterally extending the agreed period for handing over possession. Consequently, the Appellant was required to deliver possession within 30 months from 23.03.2006, and the delivery or offer of possession only in January 2014 constituted an inordinate and unjustified delay.

9.1 While deciding the claim for compensation, the learned Sole Arbitrator further held that the Appellant had deliberately attempted to avoid its contractual obligations by compelling the Respondent to execute the BBA after receiving almost the entire sale consideration by 30.01.2009 and by incorporating clauses favourable only to the builder. The plea that the 2012 agreement amounted to a novation of the earlier contract was expressly rejected by the learned Sole Arbitrator.

9.2 The learned Sole Arbitrator also found that the clause in the BBA limiting compensation for delay in handing over the possession to Rs. 5 per sq. ft. was unfair and unenforceable, as the Respondent had signed the



agreement under compulsion and without any real bargaining power. The learned Sole Arbitrator concluded that the Appellant was guilty of adopting unfair trade practices and was liable to compensate the Respondent for the prolonged delay in delivery of possession.

9.3 On the quantum of relief, the Arbitrator declined to award compensation at the contractual rate of 24% interest claimed by the Respondent and instead held that awarding 15% per annum on the amount invested would constitute reasonable compensation for the commercial transaction.

9.4 Accordingly, in OMP (COMM) No. 53/2019 damages of Rs. 14,99,000/- were awarded for the period from 23.09.2009 (after expiry of the reasonable period for delivery) till 08.01.2014, being the date of actual possession. The Arbitrator further directed refund of Rs. 29,000/- (rounded off from Rs. 29,438/-), holding that the Appellant had wrongfully recovered the amount by refusing to accept payment and by coercing the Respondent into withdrawing her complaints before handing over possession. It awarded pendente lite interest of Rs. 7,19,000/- at 12% per annum, on the damages amount till the date of the award.

9.5 The Arbitrator also rejected the Appellant's objection on limitation. It was held that the Respondent's grievance was not one of breach occurring in 2009, but of delayed delivery of possession, and therefore the cause of action crystallised only upon actual delivery of possession in January 2014. Additionally, the period spent by the Respondent in bona fide prosecuting the civil suit before being referred to arbitration was directed to be excluded while computing limitation. Holding the claims to be within limitation, the



Arbitrator awarded litigation costs of Rs. 1,50,000/- and directed the Appellant to pay post-award interest at 12% per annum on the entire awarded amount until realization.

10. Learned District Judge in the impugned judgment after noting the findings of the learned Sole Arbitrator, firstly concurred with the finding that the period for handing over the possession as to be calculated from the date of the booking i.e., 21.03.2006 and not from the date of the execution of BBA. Secondly, learned District Judge held that the award of damages calculated as interest at 15% on the deposited amount was a plausible view taken by the learned Sole Arbitrator and did not merit any interference. Thirdly, on the issue of limitation learned District Judge observed that the view taken by the learned Sole Arbitrator in excluding the time period spent by the Respondent in civil suit was plausible and did not merit interference.

11. A perusal of the impugned judgment shows that the learned District Judge has duly taken note of the grounds of challenge raised by the Appellant and has rejected the same after due consideration. We find no merit in the submission of the Appellant that the learned District Judge has not evaluated its grounds of challenge. The submission of the Appellant that learned District Judge has failed to give independent reasons for concurring with the findings of the learned Sole Arbitrator is without any merit. There is no requirement for the learned Single Judge to give independent reason for upholding the claims of the Respondent or the findings of the learned Sole Arbitrator.

12. Before us, learned senior counsel for the Appellant has reiterated the contentions raised before the learned Sole Arbitrator while contending that



the period for determining the delay should be reckoned from date of execution of BBA in 2012 and not the application form dated 23.03.2006. The submissions are a reiteration of the detailed facts set out in the Arbitral Award while deciding Issue No. 1 (at paragraph nos. 22 to 34). We have perused the reasons recorded by the learned Sole Arbitrator at paragraph nos. 32 to 34 for rejecting the submission of the Appellant and accepting the contention of the Respondent that the agreement between the parties came into existence on 23.03.2006. The said findings of the learned Sole Arbitrator are purely drawn on an appreciation of the facts. Learned Sole Arbitrator noted that almost entire consideration stood paid between 23.03.2006 to 30.01.2009 and noted that the submission of the Respondent that the payments were linked to progress in the construction was plausible. In our considered opinion the findings of learned Sole Arbitrator holding that the agreement between the parties came into existence on 23.03.2006 is a finding of fact grounded in evidence and merits no interference. The conclusion of the learned Sole Arbitrator that consequently Respondent was supposed to deliver the possession of the flat within 30 months from the date of acceptance of payment along with application 23.03.2006 is the logical sequitur and this obligation to deliver possession cannot be artificially postponed by Appellant due to execution of the BBA in 2012.

13. Learned Sole Arbitrator has held that the Appellant ought to have handed over possession within 30 months from 23.03.2006. Learned Sole Arbitrator concluded that the Appellant was thus liable to hand over possession latest by 23.03.2009 and since admittedly the possession was handed over only on 08.01.2014, learned Sole Arbitrator held that the Appellant is liable to pay interest at 15% per annum with effect from



01.04.2009 till 08.01.2014. This amount was quantified as Rs. 15,43,000/- and pendente lite interest at 12% has been awarded thereon. The pendente lite has been quantified at Rs. 7,40,640/-.

14. In the present appeals, learned counsel for the Appellant laid a challenge to the award of compensation at 15% per annum. It is contended that the Arbitrator could have awarded compensation as per the contractual term of BBA at Rs. 5 per sq. ft. as per Clause 21. It is further contended that no proof of damages suffered has been led by the Respondent.

The learned Sole Arbitrator, upon consideration of the material on record, has returned a finding of fact that the BBA was executed by the Respondent on a 'dotted line' basis and under the circumstances that failure to execute the BBA would have resulted in the Respondent being denied possession of the flat despite having completed the requisite payments. In this background, learned Sole Arbitrator held that similar clauses have been disregarded by National Consumer Forum in similar facts while granting relief of compensation to the allottee on the basis of 18% interest rate. The learned Sole Arbitrator, therefore, did not treat the contractual stipulation relating to compensation as determinative of the Respondent's entitlement, particularly in view of the circumstances in which the BBA came to be executed.

15. A perusal of paragraphs 35 to 49 of the Arbitral Award shows that the learned Sole Arbitrator, after recording the finding that the BBA had been executed by the Respondent under coercive circumstances and after taking note of the fact that National Consumer Forum has in identical facts awarded compensation at 18% interest to allottees, proceeded to award



compensation by way of interest at the rate of 15% per annum.

In our considered opinion the award of damages in favour of the Respondent at 15% interest does not amount to a patent illegality as it is in consonance with the law laid down by the Supreme Court [**Re: Pioneer Urban Land & Infrastructure Ltd. v. Govindan Raghavan**⁶] and by National Consumer Forum while awarding compensation to allottees for delayed possession in identical facts. During arguments we had enquired from the learned senior counsel for the Appellant with respect to quantum of payment of compensation to other allottees of this Project before the consumer forums. He submitted that he did not have instructions in this regard.

16. Learned Senior Counsel for the Appellant fairly conceded that such a relief could have been granted to the Respondent if it had approached the National Consumer Forum, however, he contended that such a relief could not be granted to the Respondent in Arbitration. We are unable to accept this submission of the Appellant for the reasons recorded at paragraph 15 above.

17. The entitlement of an allottee to receive compensation from the developer for delay in handing over possession is a well-recognised legal right flowing from Section 55 of the Act of 1872, Section 18 of the Real Estate (Regulation and Development) Act, 2016 ['RERA'], and Section 21 of the Consumer Protection Act, 2019. The quantification of such compensation in the form of interest on the amounts deposited by the allottee has now received statutory recognition [under RERA] and has also been consistently affirmed by the Supreme Court [**Re: Wg. Cdr. Arifur**

⁶ (2019) 5 SCC 725, at paragraph 6.8.



Rahman Khan and Aleya Sultana v. DLF Southern Homes Pvt. Ltd.⁷].

18. Merely because the Respondent elected to invoke the arbitration agreement instead of pursuing remedies under the Consumer Protection Act, 2019 or RERA, it cannot be deprived of compensation otherwise legally payable for delayed possession. The substantive right to claim such compensation is founded in Section 55 of the Act of 1872, while the Consumer Protection Act, 2019 and RERA statutes provides additional forums and statutory mechanisms for enforcement of that right. In **Arifur Rahman Khan** (supra), the Supreme Court held that an allottee is not invariably bound by a contractual clause stipulating a nominal rate of compensation for delay, and that, where the facts and circumstances so warrant, compensation at a rate higher than the contractual stipulation may justifiably be awarded.

In the present case, the learned Sole Arbitrator has returned a categorical finding that the BBAs were executed by the Respondent under coercive circumstances, as the Appellant had withheld possession as well as execution of the conveyance deed unless the BBAs were signed. Once such a finding has been returned, the Appellant cannot insist upon enforcement of the clause in the BBA limiting compensation to a meagre Rs. 5 per sq. ft. per month, as the said stipulation ceases to bind the Respondent.

19. The reliance of the Appellant on the ratio in **Kailash Nath Associates v. Delhi Development Authority** (supra) is distinguishable and has no application to the facts of the present case. The said judgment was rendered in the context of the requirement of proof of loss for awarding compensation

⁷ (2020) 16 SCC 512



under Sections 73 of the Act of 1872.

However, as noted above in cases pertaining to delay in hand over of possession to the allottee, the recognition of damage to the allottee and its entitlement to compensation is recognized under Section 55 of the Act of 1872 and the measure for such compensation has been established by the judgments. In the present case, the learned Sole Arbitrator, upon appreciation of the contractual terms and evidence on record, awarded compensation for the prolonged and unjustified delay in handing over possession as per the judgments of Supreme Court and National Consumer Forums in identical facts, which has been found by both the learned District Judge and this Court to be a plausible and reasoned determination. The award of compensation, therefore, does not suffer from any patent illegality warranting interference by this Court.

20. Further, the reliance placed by the Appellant on **Bangalore Development Authority v. Syndicate Bank** (supra), is misplaced and distinguishable on facts. In the said case, the Supreme Court declined to award interest where the allottee had accepted possession at the agreed price and there was no finding of any wrongful or unjustified conduct on the part of the development authority warranting compensatory relief.

In the present case, however, the learned Sole Arbitrator has returned categorical findings that the Appellant unjustifiably delayed handing over possession, compelled the Respondent to execute the BBA after receiving almost the entire sale consideration, and incorporated one-sided contractual clauses, thereby entitling the Respondent to reasonable compensation for the prolonged delay. These are clear findings of fact and do not suffer from any patent illegality warranting interference by this Court.



21. The Appellant has not addressed any other arguments.
22. We accordingly find no ground to interfere in the judgment of the learned District Judge or the Arbitral Awards passed by the learned Sole Arbitrator.
23. The present appeals are dismissed with costs of Rs. 1 lakh each, to be paid to the Respondent within two (2) weeks.
24. Pending applications, if any, disposed of.

MANMEET PRITAM SINGH ARORA, J

V. KAMESWAR RAO, J

AUGUST 14, 2026/mt/AM