

**TELECOM DISPUTES SETTLEMENT & APPELLATE TRIBUNAL  
NEW DELHI**

**DATED THIS 9<sup>th</sup> DAY OF APRIL, 2003**

**PETITION NO.24 OF 2001**

Shyam Telelink Ltd. ....  
Petitioner

V/s

Union f India ....  
Respondent

**BEFORE :**

**HON'BLE MR. JUSTICE D.P. WADHWA,  
CHAIRPERSON**

**MR. R.U.S. PRASAD, MEMBER**

**MR. P.R. DASGUPTA, MEMBER**

For Petitioner : Mr. C.S. Vaidyanathan, Sr.  
Advocate with Mr. Ramji  
Srinivasan, Mr. Yogesh  
Gupta and Mr. V. Rajkumar,  
Advocates.

For Respondent : Mr.Navin Chawla with  
Mr.Brijesh Balakrishnan, Advocates

**Licence - Commercial launch - provisional clearance - Interface Approval Certificate - POI test certificate - TEC clearance - liquidated damages - Migration Package - unconditional acceptance - licence conditions - alleged discriminatory treatment qua other Service Providers - opportunity given to implead them - not availed - held - dispute is pre-migration - computation of liquidated damage charges in conformity with the licence conditions - petition dismissed with cost.**

**ORDER**

This is a Petition filed by M/s Shyam Telelink Ltd., New Delhi which holds a licence under Section 4 of the Indian Telegraph Act, 1885 to establish, maintain and operate Basic Telephone Service in Rajasthan Telecom Circle. The Petitioner has approached this Tribunal under Section 14(a)(i) read with Section 14A(I) of the Telecom Regulatory Authority of India Act, 1997 on the ground that the licensor, viz., Department of Telecommunications has levied and collected huge amounts from the Petitioner in an arbitrary and wrongful manner.

2. The facts of the case are briefly as under. The Petitioner was granted a licence under Indian Telegraph Act, 1885 on 4.3.1998 to provide basic telecom services in Rajasthan Circle. The Licence Agreement provided for (a) a fixed annual licence fee, (b) a Financial Bank Guarantee of Rs.25 crores and (c) a Performance Bank Guarantee of Rs.25 crores, apart from several other conditions. The "effective date"

for the purpose of the licence was the same date as that of signing of the licence agreement, viz., 4.3.1998. As per clause 4 (Schedule 'B' – Part I) of the licence agreement, the licensee was required to start commercial operations within 12 months from the effective date, i.e., on or before 4.3.1999. The Petitioner has alleged that even though it was ready to commence commercial operations in the last week of February 1999 and had in fact sought the permission of the Respondent to do so, such permission was denied and the Petitioner was asked to fulfill certain conditions and rectify certain technical deficiencies. According to the Petitioner, the Respondent gave permission to certain other operators, including Mahanagar Telephone Nigam Limited (MTNL) in other circles even though identical technical deficiencies as well as non-fulfilment of conditions were present in those cases. The Petitioner ultimately had to pay liquidated damages to the extent of Rs.7.30 crores when as a part of a general rehabilitation measure the Union Government offered a Migration Package in July 1999 to all the Telecom Operators. Under the Migration Package offered to the Petitioner on 22.7.1999, the fixed licence regime was changed to a revenue-sharing arrangement with effect from 1.8.1999, subject to the stipulation that at least 35% of all outstanding dues including interest payable as on 31.7.1999 and liquidated damage charges in full will have to be paid on or before 15.8.1999. A further stipulation was that the Migration Package which comprised of 11 specific clauses would have to be accepted in toto and that simultaneously all legal proceedings instituted by the licensees and their Associations against the Union of India or the Department of Telecommunications shall have to be withdrawn. The Petitioner gave the required unconditional acceptance on 28<sup>th</sup> July 1999. On 10<sup>th</sup> August 1999 the Respondent advised the Petitioner about the outstanding dues including Liquidated Damage Charges payable under the Migration Package as under :

- |     |  |     |                  |
|-----|--|-----|------------------|
| (a) | Licence Fee with interest payable upto 31.7.1999 | ... | Rs.6,74,90,481/- |
| (b) | Liquidated Damages (Provisional)                 | ... | Rs.7,30,00,000/- |

3. The Petitioner was advised on 10<sup>th</sup> August 1999 that in terms of the Migration Package, at least 35% of the total licence fee along with interest amounting to Rs.6,74,90,481/- would need to be paid before 16.8.1999 and the balance dues would need to be securitized by way of Financial Bank Guarantee by 30.11.1999. As regards Liquidated Damage Charges, the Petitioner was informed that the amount due, calculated on a provisional basis came to Rs.7,30,00,000/- and would have to be paid in full on or before 16.8.1999. The Petitioner requested for an waiver of Liquidated Damage Charges on 11<sup>th</sup> August, 1999 on the ground that it could not commence commercial operations by the due date due to procedural delays at the Government level. However, this plea was not accepted. Finally, on 16<sup>th</sup> August, 1999 the Petitioner paid 35% of the licensing dues amounting to Rs.2.36 crores and the full amount of Liquidated Damages amounting to Rs.7.30 crores, as asked for by the Government.

4. The Petitioner commenced commercial operations in Rajasthan from 5<sup>th</sup> June, 2000. On 8<sup>th</sup> March, 2001 the Respondent advised the Petitioner that a further amount of Rs.70 lakhs was payable as liquidated damage charges for delay in commissioning of service. This is the major bone of contention in the current dispute before the Tribunal. In its Petition the Petitioner has claimed that the action of the respondent in refusing permission to the Petitioner to commence commercial operations from the last week of February 1999 (which was well before the expiry of the stipulated period) was arbitrary, illegal and discriminatory. As such, the consequent levy of liquidated damages was bad in law. The Petitioner has further prayed that since the delays in commencing commercial operations were entirely due

to the acts of omission and commission by the Government, the entire amount of liquidated damages amounting to Rs.8 crores should be refunded to the Petitioner.

5. In support of its contentions the Petitioner has elaborated on the alleged acts of omission, commission and discrimination by the Union Government. It has been stated that in terms of clause 4 of the Licence Agreement the Licensee had to commence commercial operations within a period of 12 months from the date of signing of the Agreement. Since the Agreement was signed on 4.3.1998, this period was to expire only on 4.3.1999. The Petitioner obtained the required network equipments from a reputed manufacturer called Qualcomm Inc. of USA and installed them well before 4.3.1999. On 12.2.1999 the Petitioner applied to the respondent for permission to commence commercial operations in Jaipur from 23.2.1999. In response, the Respondent advised the Petitioner on 17.2.1999 to forward the Test Certificate from Telecommunication Engineering Centre (TEC), DoT, Government of India to enable to grant provisional clearance for the commercial launch of services. Accordingly the Petitioner approached the TEC and obtained an Interface Approval Certificate on 25.2.1999 as well as a Point of Interconnect (POI) Test Certificate. According to the Petitioner, the grant of an Interface Approval Certificate by TEC signified that the equipment duly satisfied the technical specifications laid down by the TEC and was deemed to be certified/approved for interconnection with the National Network for commercial operations. Some minor deviations were pointed out in the PoI Test Certificate; however, according to the Petitioner, these could be rectified in due course without in any way affecting the commercial launch of services. On 26.2.1999 the Petitioner again applied for permission to commence commercial operations from 1.3.1999. When the Respondent sought clarifications regarding the deficiencies pointed out by TEC the Petitioner assured the Respondent that these would be rectified in due course with additional software improvements by Qualcomm, the manufacturer. Vide its letter dated 1<sup>st</sup> March 1999 the Respondent informed the Petitioner that clearance to commence commercial operations could be considered only after compliance of the following requirements of the Licence Agreement :

- (a) Payment of next instalment of licence fee due on 3.3.1999;
- (b) Provision of Performance Bank Guarantee (PBG) and enhanced Financial Bank Guarantee (FBG) for requisite amount and validity before commencement of succeeding year on 3.3.1999;
- (c) Rectification of deficiencies pointed out by TEC before the commencement of commercial operations;
- (d) Submission of plan in respect of providing Direct Exchange Lines (DEL-s) and Village Public Telephones (VPT-s) as per committed targets failing which Liquidated Damages (LD-s) are payable; and
- (e) Establishment of a separate bank account (an escrow account as stipulated under condition 18.6 of the Licence Agreement).

6. In the Petition before the Tribunal, the Petitioner has contended that each of these grounds cited by the Respondent to deny the required permission can be challenged as unjustified, arbitrary and discriminatory. Firstly, the demand for payment of next instalment of licence fee was unjustified as it was not even due on 1.3.1999 when the letter was issued. On the other hand, there were other licensees in other telecom circles who had been given permission to commence commercial operations even when their licence fees had become due and were not paid. As regards the provision of PBG and FBG, the Petitioner had informed the Respondent on 3.3.1999 that valid PBG and FBG of Rs.25 crores each were already available with the Respondent and hence could not be a ground for denial of permission for the commercial launch. As regards the deficiencies pointed out by the TEC the Respondent was fully aware that Qualcomm, the manufacturer of the network equipment was already working with Mahanagar Telephone Nigam Limited (MTNL) to remove identical deficiencies in their systems; however, that did not prevent the

Respondent from permitting the MTNL to continue commercial operations. Moreover such permission was not refused to any other licensee when similar or other deficiencies were pointed out by the TEC in their Test Certificates. The Petitioner therefore has claimed that the Respondent has exercised its jurisdiction in an arbitrary and discriminatory manner by unreasonably applying different and varying standards to each licensee in respect of virtually the same deficiencies. The Petitioner has further contended that the grant of approval to other operators in fact establishes that permission for commercial launch was not dependent on removal of these deficiencies as a pre-condition. As regards non-submission of plans to provide DEL-s and VPT-s, the Petitioner has stated that such plans were already given at the time of submitting the bids for Rajasthan Circle. Apart from that, the Respondent could not have overlooked the fact that the switch for which Type Approval and PoI Interface Certificate was granted by the TEC was capable of deploying 10,000 DEL-s and VPT-s in the first instance and the plans of the Petitioner could not have been anything other than these targets. Finally, as regards opening of an Escrow Account as a precondition for permitting the commercial launch the Petitioner has claimed that none of the other licensees had been required to open such Account prior to the commencement of commercial launch.

7. The Petitioner has contended in its Petition that its further efforts to obtain permission for commercial launch did not fructify. Nor did its efforts to get the deficiencies rectified by the manufacturer, viz., Qualcomm succeed as Qualcomm advised the Petitioner that they were addressing similar issues with MTNL to whom they had supplied similar equipment and that once these were resolved these would be automatically applicable to the Petitioner. After waiting for some time the Petitioner decided to go in for a new set of equipment from a new vendor as it found that Qualcomm Infrastructure Division had changed hands and the delays were making the shareholders of the Petitioner restless. In December 1999 the Petitioner approached the new vendor, Lucent, for supply of new equipments which were delivered and installed by April 2000. On 3.5.2000 the Petitioner informed the Respondent about the installation of the new equipments and obtained fresh Test Certificates from TEC on 1.6.2000. The Test Certificate granted by TEC also contained observations regarding certain deficiencies. However, DoT gave a provisional clearance and approval to commence commercial operations this time vide its letter dated 3.6.2000. According to the Petitioner, this was yet another instance which proved that minor deficiencies pointed out in the Test Certificate could never be a bar to commence commercial operations. The Petitioner has therefore based his case on the premise that if this kind of provisional clearance could be given in June 2000, this could likewise have been given in February/March 1999 itself as deficiencies existed in both the Test Certificates. In such an event, the Petitioner could have commenced commercial operations by the due date i.e., 4.3.1999 without requiring to pay any liquidated damage whatsoever.

8. In its response, the Respondent has highlighted the fact that the Petitioner had unconditionally accepted the Migration Package which had unambiguously laid down that all the outstanding license fee dues (along with interest) along with liquidated damage charges specified in the licence agreement were payable. Admittedly at that point of time the Petitioner had not commenced commercial operations. Therefore the Liquidated damage charges, as on that date had to be computed provisionally and this was clearly indicated in the letter of the Respondent to the Petitioner dated 10<sup>th</sup> August 1999. The exercise of computing the actual liquidated damage charges payable could be taken up only after the Petitioner commenced commercial operations. Even though the actual charges after such computation came to about Rs.29.86 crores the Respondent kept it limited to Rs.8 crores in terms of the explicit limitations laid down in the licence agreement. Since out of this amount, an amount of Rs.7.30 crores was already paid by the Petitioner under the Migration Package, a demand of only Rs.70 lakhs was raised by the Respondent. The Respondent has drawn attention to the fact that the Petitioner had not disputed the calculation of the amount of Rs.7.30 crores as L.D. charges for non-commissioning of the service at the

time of Migration Package and had paid the same along with other dues without any dispute or demur. In case the Petitioner felt that the demands were not payable and were raised either arbitrarily or illegally at that point of time, the appropriate course should have been to raise the dispute at that point of time as per law. However, instead of that, the Petitioner opted to accept the Migration Package unconditionally which, inter alia, contained a specific stipulation that the acceptance of the package "will be deemed as a full and final settlement of all existing disputes whatsoever irrespective of whether they are related with the present package or not." The Respondent has also drawn attention to the fact that the first amount of Rs.7.30 crores on account of L.D. charges was paid on 16.8.1999 and the second amount of Rs.70 lakhs was paid on 29.5.2001. The Petition raising dispute about these two payments was raised before Telecom Disputes Settlement & Appellate Tribunal (TDSAT) on 26<sup>th</sup> December 2001, i.e., more than 1 year and 4 months after the first payment and more than 7 months after the second payment. Respondent has contended that inasmuch as there is no explanation from the Petitioner for not preferring the Petition within a month from the date of the direction/order for payment of liquidated damage charges levied by the Respondent, the Petition is liable to be dismissed on the ground of limitation/alone. Section 14 A(3) of TRAI Act, 1997 has been cited in this context.

9. The Respondent has also contested the claim of the Petitioner that it was in a position to commence commercial operations from the last week of February 1999 and has brought on record letters from the Petitioner to the Respondent to state that monitoring of traffic was going on throughout the year 1999 without commercial operations. Even as late as 18 September 1999 the Petitioner advised the Respondent that they hoped "to commercialise the services by middle of December 1999." Respondent on the other hand was constantly writing to the Petitioner to indicate the firm date by which it proposed to commence commercial operations and drawing attention to the mounting liquidated damage liabilities which were becoming due. The Respondent has placed on record letters written to the Petitioner in this respect on 13<sup>th</sup> August 1999, and 5<sup>th</sup> August 1999. Finally on 17<sup>th</sup> April 2000 the Respondent issued a notice for termination of the licence agreement after 180 days in terms of condition No.14.1(a) of Schedule B Part II of the licence. In response to this notice the Petitioner finally informed the Respondent on 10<sup>th</sup> May 2000 that TEC had been approached for testing of the network. The contention of the Respondent therefore is that the Petitioner by its own admissions was not ready to commence commercial operations in 1999.

10. The Respondent has also defended the grounds on which the permission to commence commercial operations was denied to the Petitioner on 1.3.1999. The Test Certificate given by the TEC on 25.2.1999 indicated not only certain deficiencies in terms of certain services not supported/provided by the switch installed by the Petitioner, but also certain tests/facilities which had not been offered at all. While pointing out the deficiencies to the Petitioner the Respondent also could not ignore the fact that within another 2 days the second annual instalment of licence fee was becoming due. The demand for enhanced PBG and FBG was made in view of the fact that the Petitioner's existing PBG and FBG were of Rs.25 crores each whereas the next instalment of annual licence fee which was becoming due within the next 2 days, and which needed to be securitized, was of the order of Rs.128 crores. Similarly the direction to submit the roll out plan for delivery of committed performance targets and to establish an Escrow account were in terms of the Licence Agreement and not outside it. The Respondent has drawn attention to the fact that till date, despite having commenced commercial operations, Petitioner has not committed any firm time-bound schedule in respect of DEL-s and VPT-s.

11. The Respondent has denied that the Petitioner was subjected to any discriminatory treatment vis-à-vis the service-providers in other circles. Maximum

permissible amount of Liquidity Damage Charges was levied on all those service-providers who had commenced commercial operations by the time the Migration Package was offered to them. An exception by way of charging less than permissible amount of Liquidity Damage Charges was made in the case of the Petitioner as it had not commenced commercial operations at that time and hence those charges were indicated as provisional in the demand note which was raised in the wake of the migration package. There was one more service provider who, like the Petitioner, had not commenced commercial operations at the time of migration to the new package. That service provider was also charged the maximum amount of Liquidity Damage Charges as per the Licence Agreement, i.e. Rs.8 crores. No demand regarding payment of licence fee for the second year was made in one case as the licence fee was not immediately due; in another case, provisional clearance was given subject to the condition of payment of licence fee for 2<sup>nd</sup> year. Lastly, the technical deficiencies in case of the Petitioner were qualitatively different from deficiencies noticed in the cases of other service provider. According to the Respondent, apart from other deficiencies the licence agreement signed by the Petitioner clearly stipulated in clause 1.7.2.7 (ii) that a certain type of signaling equipment (CCS 7) should be used by the Petitioner in its interface with the Exchange of the Respondent, wherever such an equipment is supported by the Exchange and that the network equipments initially offered for inspection and testing to the TEC by the Petitioner did not support such a system.

12. The Respondent has further argued that apart from the fact that the Petitioner was not subjected to any discriminatory treatment, the mere fact that the Respondent had passed a particular order in the case of another person similarly situated can never be a ground for issuing a writ in favour of the other person on the plea of discrimination. Article 14 of the Constitution of India proceeds on the premise that a citizen has legal and valid rights enforceable at law and persons having similar rights and persons similarly circumstanced cannot be denied of the benefit thereof. The Respondent has drawn attention to the fact that the Petitioner has not claimed that the conditions set out in the letter dated 1.3.1999 refusing permission to the Petitioner to commence commercial operations were not germane or were in breach of the Licence Agreement. At best, the Petitioner could possibly argue that permissions given to other service providers in other circles were strictly not in accordance with their Licence Agreement; but that would not make the Petitioner eligible to get any benefit by way of an enforceable legal or constitutional right.

13. We have heard the learned Counsels from the Petitioner and the respondent expounding the various points of fact and law in support of their contentions. We notice from the facts and documents on record that the Respondent did provisionally permit some of the service-providers to commence commercial operations subject to the rectification of deficiencies pointed out by the TEC as well as payment of licence fee and maintenance of PBG and FBG etc. This was not done in the case of Petitioner. We have looked into the question as to whether this was an arbitrary decision. We have noted that as late as on 19<sup>th</sup> July 1999 the Petitioner had informed the Respondent as under :

- We have given a few connections to the subscribers for our internal use and that is just meant for monitoring of traffic on continuous basis and without any commercial obligations on anyone's part.
- We have paid for 21 E1 and using BR1 for our internal use along with a few other numbers for generating traffic so as to have a meaningful continuous checking/monitoring of the newly introduced WLL technology.
- You will appreciate that it does take time to establish credentials of the new technology and the software/hardware. It is for this purpose that we are using

the traffic so generated with well-laid down testing schedules round the clock for monitoring purposes only.

- We would like to confirm that we are not charging any call charges from any subscriber and will not do so until commercial clearance is obtained.”

This letter establishes two basic admissions made by the Petitioner. Firstly, as on 19<sup>th</sup> July 1999 the Petitioner was engaged in monitoring and testing to establish credentials of the new technology and the software/hardware. Secondly, commercial operations had not commenced as yet. The Respondent wrote to the Petitioner on August 13, 1999 to clarify the period upto which the monitoring and testing was proposed to be done and drew attention to the liquidated damage liabilities which were mounting due to the non-commencement of commercial operations in terms of the licence agreement. In its response dated 25<sup>th</sup> August 1999 the Petitioner informed the Respondent as under :

*“.....at this stage we are unable to indicate any date for formal commissioning or the commercial launch of the service since there are bugs in the system provided by our supplier. In any case the testing has to continue for monitoring the behaviour of the equipment even after 75% loading of the system which is also being followed by DoT/MTNL while acceptance testing of the systems. However, we hope to commercialise the services by middle of December 1999 as supplier is continuously working to resolve the bugs in the software.”*

The fact that even on 25<sup>th</sup> August 1999 the Petitioner was not certain as to when it could commence commercial production and that it hoped to sort out the problem of “bugs” by the middle of December 1999 indicated that its claim of readiness to commence commercial operations from 23.2.1999 was unrealistic.

As we have seen, finally the Petitioner obtained a new system of network equipments from another vendor and commenced commercial operations from 5<sup>th</sup> June 2000. In the face of all these facts, substantiated by the admissions made by the Petitioner in its own letters addressed to the Respondent, it is difficult to accept the plea of the Petitioner that it was in a position to commence commercial operations from 23 February 1999 and that the Respondent’s decision to insist on rectification of the technical deficiencies prior to commencement of commercial operations was per se wrong, or perverse or arbitrary.

14. However, in terms of the contractual licence agreement, we have looked into the legality of the denial of permission by the Respondent to the Petitioner for commencement of commercial operations from 23.2.1999. The Petitioner first sought permission to commence commercial operations at Jaipur on 23<sup>rd</sup> February 1999 vide its letter dated 12<sup>th</sup> February 1999. This letter also stated, inter alia, that “the point of interconnection testing is already in progress by Telecommunication Engineering Centre at Jaipur.” Vide its letter dated 17<sup>th</sup> February 1999 DoT asked the Petitioner to furnish the TEC Test Certificates. On 25<sup>th</sup> February 1999, TEC issued two certificates – An Interface Approval Certificate and a Point of Interconnection (PoI) Test Certificate. While the Interface Approval did not indicate any deficiency, the PoI Certificate indicated thirteen specific services which were either not supported or provided. In addition, two specific services were not offered at all. Clause 7.2 of the Licence Agreement specifically stipulated that “The Licensee shall plan and provide, operate and maintain the licensed service to meet the network standards, interface standards, connectivity to DoT’s network and all other technical specification requirements standards as stipulated in the tender documents of the said DoT tender

No.314-7/94 – PHC.” The Petitioner has not claimed that the deficiencies indicated in the PoI Test Certificate dated 25.2.1999 were outside the ambit of clause 7.2 of the Licence Agreement. Condition 1.3 of Schedule 'B', Part II of the Licence Agreement also stipulated that “For the purpose of providing the SERVICES, the LICENSEE shall install suitable equipment to meet the prevalent Technical Specifications of Telecom Engineering Centre.” Condition 3.1.1 of the same schedule provides further that “all performance tests required for successful commissioning of the services shall be carried out by the Licensor before the services are commissioned for public use”. It is therefore clear that even if the Respondent had rejected the request of the Petitioner on the single ground of observed technical deficiencies it would not have committed any illegal act. Had there been no technical deficiencies in the network equipments of the Petitioner there would have been a much better case to plead for a provisional clearance subject to the payment of next instalment of licence dues, furnishing of enhanced PBG and FBG, submission of plans regarding DEL-s and VPT-s and establishment of an Escrow Account.

15. The question also arises as to whether service providers in other circles were treated on a different footing. Since the Petitioner had leveled this allegation in general terms without giving all the details, an opportunity was given to it to implead the other service-providers in specific terms so that this allegation could be examined in detail. This opportunity was not availed. Respondent in its turn denied this allegation of discriminatory treatment. In the absence of details it is not possible for us to determine as to whether all the conditions, circumstances and technical deficiencies were absolutely identical in the cases of all service-providers in all the circles at the stage when their respective network equipments were offered for inspection and testing to TEC prior to their commencement of commercial production. Moreover, the acceptance of the Migration Package was unconditional and the payment made without demur.

In fact when the case came up before us we had noted in our order dated 9<sup>th</sup>

July as under :

*"After hearing Counsel for both the sides, we find that the dispute relating to Rs.7.30 crores is a pre-migration demand and no dispute can be raised at this stage."*

The Petitioner had made a formal application to review this finding and had advanced its arguments in this respect which we have already noted earlier. After hearing the learned Counsels and examining the facts on record we see no reason to resile from that position.

16. The issue that remains now is regarding the post-migration demand of Rs.70 lakhs raised by the Respondent. We have seen from the document produced that the Respondent in its letter dated 10<sup>th</sup> August 1999 had clearly specified the amount shown as Liquidity Damage Charges to be provisional. By its own admission the Petitioner had not commenced commercial operations on that date and that such operations commenced from 5.6.2000. The Petitioner has not contested the actual method of computation of Liquidity Damage Charges nor has it claimed that Liquidity Damage Charges were not payable even if one had not commenced commercial operations. We find that the actual computation of Liquidity Damage Charges for non-commencement of services as well as limiting the same to a total amount of Rs.8 crores is in conformity with the Licence Conditions signed between the Petitioner and the Respondent.

17. As a result of what we have discussed above, the Petition fails and is dismissed with costs. Counsel fee Rs.10,000/-.

.....Sd/-.....J  
(D.P. WADHWA)  
Chairperson

.....Sd/-.....  
(R.U.S. PRASAD)  
Member

.....Sd/-.....  
(P.R. DASGUPTA)  
Member