

**TELECOM DISPUTES SETTLEMENT & APPELLATE TRIBUNAL**

**NEW DELHI**

**Dated: 27.1.2011**

**Petition No.186/2010**

M/s Tata Communications Ltd

... Petitioner

Vs.

BSNL & Anr.

... Respondents

**BEFORE:**

**HON'BLE MR. JUSTICE S.B. SINHA, CHAIRPERSON**

**HON'BLE MR. G. D. GAIHA, MEMBER**

**HON'BLE MR.P.K. RASTOGI, MEMBER**

For Petitioner : Mr.U. Hazarika, Mr.Dharitry Phookan and  
Mr.Rana S. Biswas, Advocates.

For Respondent : Mr.Maninder Singh, Senior Advocate  
with Mr.Vadivelu Deendayalan, Mr.Ravi

Bhardwaj, Mr.Paras Anand and  
Ms.Pratibha M. Singh, Advocates.

## **J U D G M E N T**

### **S.B. Sinha**

The petitioner by this petition has inter alia prayed for setting aside the demand notices dated 10.5.2010 and 31.5.2010, raised by the respondent herein and as contained in Annexures- P-2 and P-6, respectively.

2. The petitioner entered into an interconnect agreement with the respondent. The period involved herein is January, 2004 and August, 2005.
  
3. By reason of the impugned bill dated 10.5.2010, the petitioner has been called upon to pay a sum of Rs.5,16,56,123/- and by reason of a letter dated 31.5.2010, the said demand was reiterated failing which the services as per the inter connect agreement were threatened to be withdrawn.

4. The said bills have been issued for alleged violation of CLI (Calling Line Identification).
5. On or about 10.5.2010, the petitioner was served with a bill for a sum of Rs.5.16 crores, wherefor the wrong CLI numbers were said to have been originated from Pune.
6. The petitioner originally filed this petition on or about 20.6.2010, questioning the said bill dated 10.5.2010, inter alia on the premise that the same was barred by limitation.
7. The respondent, however, during pendency of this petition revised the said bill by another bill being dated 12.7.2010 in terms whereof the amount of bill was revised to Rs.1.60 crores.
8. We may notice the contention of the petitioner insofar as the allegations that the said calls were said to have been originated calls from Pune is concerned. The bill inter alia was issued by the respondent on the premise that the calling numbers were having less than 10 digits.

The petitioner had pointed out that during the period in question, the petitioner had a 7 digit number plan and only in January-February, 2005 the 8 digit numbering plan was introduced.

9. The said contention was accepted. The revised bill for a sum of Rs.1.60crores was issued contending that calls were originated for Ahmedabad and Gandhi Nagar. The petitioner explained that even during the said period it had 7 digits or 8 digit numbering plan so far as its Ahmedabad and Gandhi Nagar POIs were concerned. It appears that the said contention of the petitioner was also accepted.

The bills raised for the calls originated from wrong CLI numbers sofar as its allegations relating from Ahmedabad and Gandhi Nagar were withdrawn.

10. The contention of the respondent, in its reply was that calls had been originated from Hyderabad.

11. The bill in question has now been confined to two months, namely, April and May, 2004.

12. Admittedly, the petitioner was served with the Calling Data Records (CDR) for the month of May, 2004 but not for the month of April, 2004.

The petitioner, in view of the fresh bill issued and the contentions raised in the reply by the respondent filed a rejoinder thereto, stating as under:-

"(a) Out of the total calls of 56 with less than 10 digit CLI, 30 calls are duplicate calls records in BSNL CDR data.

(b) Out of 1160 calls with allegedly improper CLI, 606 are duplicate calls records in BSNL CDR data, 278 calls are calls with proper CLI, but the respondents have treated them as improper CLI as they have originated from BSNL Hyderabad, the implied reason being that BSNL calls are not supposed to be carried in petitioner's network, for which reason respondents have clubbed them under improper CLI. It is the respondents themselves who have handed over the said calls from Hyderabad for carriage to the petitioner and are now seeking in a highly perverse manner to fasten a liability upon the petitioner.

(c) 145 calls are calls originating from Tata Tele Services, AP Circle which had a numbering systems of 5 digits, leading to less than 10 digit CLI. There is no question of these calls being improper CLI.

(d) Out of 681 local calls in trunk group FD 367 are duplicate calls in BSNL CDR data."

13. Mr.Hazarika, learned counsel appearing on behalf of the petitioner would contend that most of the calls are duplicated ones and in any event some of the calls in relation whereto allegations of wrong CLI have been made having received from the respondent only the impugned bills cannot be sustained. It was pointed out that the purported violation being not more than 0.5%, the same would not attract the penal provision contained in clause 6.4.4 of the interconnection agreement, in view of the circular letter issued by the respondent itself.

Clause 6.4.4 of the interconnection agreement reads as under:-

"6.4.4 - Unauthorized calls i.e. calls other than specified for that trunk group if detected, for which the applicable IUC is higher than the IUC applicable for calls prescribed in that trunk group, then BSNL shall be free to charge the NLDO the higher IUC, as applicable for unauthorized call, for all the calls recorded on these ports from the date of provisioning of that POI or for the preceding two months whichever is less. In addition, BSNL shall also have the right for taking other legal actions including disconnection of POIs or temporary suspension of the Interconnection arrangements under misuse. No terminating calls other than International calls shall be accepted from NLDO without CLI. In case of calls without CLI, termination charge as applicable for incoming international call shall be charged from NLDO."

14. It was contended that in relation to another POI, namely, Malleswaran at Bangalore, the respondent had raised similar bills but the same had been withdrawn levying a paltry amount of Rs.28,000/- only.

15. Mr.Hazarika submitted that having regard to clause 7.1.2 and 7.1.3 of the inter connection agreement the bill cycle being one month, the period of limitation provided for issuance thereof must be held to be six months.

The said clause reads as under:-

"7.1.2 - The BSNL or the NLDO shall have the right in case of dispute, having given the other not less than 10 clear and working days advance written notice to such effect, to inspect the books and records of the other relating to a period not exceeding two years prior to the date of inspection, for the purpose of verifying the Billing information provided by the other in respect of such period.

7.1.3 - Each party shall keep all books and records relating to Billing Information provided by it to the other, in respect of Interconnect Usage Charges (clause 6.4), for a period of two years from the end of the Billing Period in respect of which such Billing information was delivered to the other. If a request has been made as per provisions in 7.1.2 such records will have to be preserved till final settlement of the case."

16. Our attention has further been drawn to the definition of 'CLI' as meaning:-

**CLI or "CALLING LINE IDENTIFICATION":**

means the information generated by the Network capability which identifies and forwards the calling number through the interconnected BSNL's / NLDO's Network.

17. Mr.Bhatia, the learned counsel appearing on behalf of the respondent, on the other hand, would submit that the period of limitation purported to have been specified in Clause 7.3.1 (iv) of the agreement will not be applicable in view of the decision of this Tribunal in **Tata Tele Services vs. BSNL** Petition no.111/2007, **Bharti Televenture vs. BSNL petition** no.146/2005 and **Reliance vs. BSNL** Petition no.166/2006.

18. It was furthermore submitted that in the alternative, Article 112 of the Schedule appended to the Indian Limitation Act, 1963 prescribing period of 30 years would be applicable in the instant case.

19. Strong reliance in this behalf has been placed on a decision of the Andhra Pradesh High Court in the case of **Paras Ram Bishan Das Rupali vs. BSNL** reported in 2006 (3) Andhra Law Decisions 250.
20. Insofar as the submissions of Mr. Hazarika that the CDR for the month of April, 2004 was not provided is concerned, Mr. Bhatia urged that the petitioner has admitted the contents of the CDR for the month of May, 2004 as on 12.7.2010 before the amended petition was filed, namely, on 4.8.2010 and thus the deficiencies thereof, if any, were known to it.
21. Had any other deficiency, the learned counsel would contend in the CDR been pointed out, the respondent could have rectified the same.
22. Before we advert to the rival contentions of the parties, we must place on record that the fact that in certain areas the petitioner had a 7 or 8 digit number plan, which would not fit in with the 10 digit number plan of the respondent, now stands admitted.
23. We may furthermore notice that in relation to another POI, a similar demand for a sum of Rs.2,99,43,338/- was made. It was first

revised to Rs.1,92,53,253/- in terms of the respondent's letter dated 28.6.2006, and further was reduced to Rs.28,106 in terms of the respondent's letter dated 16.1.2010, which reads as under :-

"Sub: Non CLI/Invalid CLI/Incomplete CLI/ Improper CLI for the period May 2003 to August 2005 of M/s. VSNL NLDC - reg.

Ref: Your Lr. No.dt. 16/01/2010.

As per your Lr. Cited above under reference, it is confirmed that as per BSNL H. Qrs. New Delhi Regulation Dt. 25.02.2009, the 'earlier Demand given in r/o Non CLI/Invalid CLI/Incomplete CLI//Improper CLI for the period May 2003 to August 2005 of M/s. VSNL NLDO for Rs. 1,92,53,253/- was revised to Rs.28106/- (CLI violation-- Rs.27810/- & TGP Violation=Rs.296.12) vide B. No.1093938587 dt. 30/03/2009 and the same was paid by you on 01/04/2009 after deduction of TDS of Rs.3185/-."

24. We may also notice that when the matter was listed before us on 28.6.2010, the learned counsel appearing on behalf of the respondent stated that the bills issued to the respondent would be revised, whereafter only the impugned bill dated 12.7.2010, has been issued. Alongwith the said bill a calculation chart has also been filed.

25. The petitioner contended:-

"That the revised bill is again for the same period as that of the original bill i.e. January 2004 to August 2005. The total of bill raised is for Rs.1.6 crore, of which Rs.1.58 crores is for CLI less than 10 digits and bulk of calls between January to June 2004. The bulk of calls have originated from city code 079 which is the city code for both Ahmedabad and Gandhinagar. The analysis of demand notice is set out in a tabular form which is annexed hereto and marked as **Annexure- P 16.**"

26. In view of the aforementioned stand taken by the petitioner, the respondent issued the impugned bill dated 20.8.2010, for a sum of Rs.11,65,44,44. It is, however, not in controversy that no CDR for the aforementioned period i.e. April and May, 2004 had earlier been furnished.

27. The respondent contended :-

"It is respectfully submitted that the BSNL demand dt.10.05.10 was for an amount of Rs.5,16,56,123/-. It is submitted that it had fallen for consideration of the BSNL that this bill had also contained the NLD traffic also in relation to Pune where the numbering plan was of 7 digits. This position had required the necessary modification to delete such calls from the purview of applicability of clause 6.4.4 of the interconnection agreement and for which purpose, the appropriate submission was made before this Hon'ble Tribunal when the case had come up for hearing on 28.06.10 There was also this position in relation to the numbering plan in Ahmedabad, Gujarat and having regard to that position, eventually, the demand of the BSNL stood at

Rs.1,16,54,444/- and accordingly, the modified bill was raised on 28.08.10, a copy whereof is annexed as ANNEXURE R-3.

Para 4 - The averments made in para 4 of the petition are misconceived, incorrect and are denied. It is specifically denied that the demand is barred. It is respectfully reiterated that clause 7.3.1. (iv) has no applicability in the present case. Similarly, the interpretation sought to be given by the petitioner to clauses 7.1.2 and 7.1.3 for supporting its contention is also misconceived, incorrect and is denied. It is denied that the demand of the BSNL is not verifiable inasmuch as all the details have been set out in the demand itself and the necessary data and other details are also available with the petitioner.

It is further respectfully submitted that the BSNL has also extended the applicability of its circular dt. 13.06.05 and of 25.02. 2009 to the petitioner inasmuch as during the period when the wrong routing/invalid/ incomplete CLI whenever found to be less than 0.5% the benefit has been given and it was only in relation to those blocks of period i.e. April 2004 and May 2004 that when such violation was more than 0.5% that the bills have been raised including for the previous 2 months and in terms of the interconnection agreement between the parties. The detail regarding the violation count greater than 0.5% in the month of April 2004 and May 2004 are given as under:

Month	TGP	Violation type	Violation Count	Percentage
April 2004	FA	Less than 10 Digits	60	
		Improper CLI	485	
		80 calls(local)	288	
	FD	Less than 10 Digits	104	
		Improper CLI	227	
		80 calls(local)	448	
	Total Violation Counts			1612 over POI count 29312

May 2004	FA	Less than 10 Digits	56	
		Improper CLI	1160	
		80 calis(local)	681	
	FD	Less than 10 Digits	15	
		Improper CLI	58	
		80 calls(local)	756	
	Total Violation Counts		2726 over POI count 290495	0.94%

In the present case Tata Communication Ltd terminated local numbers of Bangalore (80 calls) on FA and FD trunk groups which are meant to receive only intercircle STD calls from fixed networks and intercircle STD calls from WLL(M) and cellular networks. The demand of the BSNL is to be paid by the petitioner. The position with regard to the example given in Bangalore has already been explained above and all the contentions to the contrary are denied. It is denied that there is any fallacy in the claim of the BSNL. It is denied that the petitioner has not been made available the relevant information and data by the BSNL. Even otherwise the petitioner is in the knowledge and possession of the relevant details. It is further respectfully submitted that the concerned officials of BSNL have provided the violation CDRs in support of the BSNL demand to the petitioner on 12.07.10. It is, therefore, incorrect for the petitioner to contend that the petitioner has not given the necessary details with regard to demand raised by the BSNL. It is respectfully reiterated that the demand as contained in the bill dt. 28.08.10 which clearly describes the period on the basis of which the demand has been raised....."

28. In the aforementioned peculiar situation, the petitioner filed its rejoinder which we have noticed heretobefore.

Indisputably, the bills have been raised at the highest applicable rates even for the months of February and March upon invoking clause 6.4.4 of the interconnection agreement.

29. The parties had entered into a contract. The said agreement is governed by the provisions of Indian Contract Act, 1872.

Section 28 of the Contract Act reads as under:-

**28. Agreements in restrain of legal proceedings, void**

Every agreement, by which any party thereto is restricted absolutely from enforcing his rights under or in respect of any contract, by the usual legal proceedings in the ordinary tribunals, or which limits the time within which he may thus enforce his rights, is void to the extent.

Exception 1 : Saving of contract to refer to arbitration dispute that may arise. This section shall not render illegal contract, by which two or more persons agree that any dispute which may arise between them in respect of any subject or class of subject shall be referred to arbitration, and that only and amount awarded in such arbitration shall be recoverable in respect of the dispute so referred.

Exception 2: Saving of contract to refer question that have already arisen - Nor shall this section render illegal any contract in writing, by which two or more persons agree to refer to arbitration any question between them which has already arisen, or affect

any provision of any law in force for the time being as to reference to arbitration.

30. The question as to whether in a case of this nature where a provision like 6.4.4 exists in a valid contract entered into by and between the parties, the period of limitation of six months shall apply, must, thus, be judged from two aspects of the matter, namely :-

- (i) whether the same would hit the provisions of Section 28 of the Indian Contract Act; and
- (ii) Whether the contract would be governed by any other provision of the Schedule appended to the Indian Limitation Act, 1963

31. The question with regard to the applicability of Section 28 of the Indian Contract Act was considered by the Supreme Court in **National Indusrance Co. Ltd. vs. Sujir Ganesh Nayak and Co. and Anr.** 1997 Vol 4 SCC 366. However, therein the amendment carried out in Section 28 of the Act by Act 1 of 1997, which came into force w.e.f. 8.1.1997, did not fall for consideration.

32. This Tribunal, however in view of the aforementioned decision of the Supreme Court in the case of **Tata Tele Services** (supra) held as under :-

"..We are, however, unable to accept the contention of Mr.Srinivasan that the period of limitation would only be six months in terms of clause 7.3.1 (iv) of the agreement.

It is now well settled that period of limitation provided for in the Limitation Act, 1963 cannot be curtailed by agreement in view of Section 28 of the Indian Contract Act.

Furthermore, the said clause would apply only in case of a mistake and not in case of this nature."

33. In **Bharti Tele Venture Ltd.** (supra) also this Tribunal opined that the period of six months limitation would not be applicable, stating :-

" The said clauses on a bare perusal would clearly show that the same in this case have no application. By reason of the provision contained in a contract, the statutory period of limitation cannot be curtailed as would be evident from Section 28 of the Indian Contract Act.

The Supreme Court of India in the case of National Insurance Company Vs. Sujir Ganesh Nayak, 1997 (4) SCC 366 held that curtailment of the period of limitation provided by law is not

permissible and is hit by Section 28 of the Indian Contract Act.”

34. Similar view was taken in **Reliance Communication Ltd vs BSNL Ltd** (Petition No.166/2006).

A Division Bench the Supreme Court, however, in **H.P. State Forest Company Ltd. vs. United Insurance Company Ltd.** reported in 2009 (5) SCC 252, speaking through Bedi, J held that the agreement in question therein, namely, clause 6 (ii) of the Insurance Policy is not violative of Section 28 of the Indian Contract Act. Upon noticing various decisions being **National Insurance Company** (supra), **Food Corporation of India vs. The New India Assurance Co. Ltd. and others** 1994 3 SCC 324, it was opined :

Para 13. The Corporation, when found that each of the said Rice Millers were liable to make good certain amount for losses arising from breaches of the terms and conditions of the respective contracts entered into between them, placed demands with the concerned Insurance Company for payment of those amounts as per the Fidelity Insurance Guarantees given by the concerned Insurance Company, well before the expiry of the period of six months from the date of termination of the contract with the Rice Miller, as required under the Fidelity Insurance Guarantee. But, such demands were not made good by the respective Insurance Companies. This situation led the Corporation to the necessity of filing

suits against the concerned Insurance Companies in Civil Courts of competent jurisdiction for recovery of the moneys liable to be paid according to the demand made to them in terms of the Fidelity Insurance Guarantees, arraying in those suits the respective Rice Millers also as party-defendants. Those Courts, after trial of suits made decrees in them against the concerned Rice Miller, the Respondent - Insurance Company and also the Respondent - the New India Assurance Company Limited, in which the Respondent - Insurance Company in each suit had been merged by then. Against the decrees so made, while one set of first appeals was filed by the concerned Rice Millers, another set of first appeals was filed by the concerned Insurance Companies. The High Court of Judicature at Madras, before which the said appeals were filed, while dismissed the appeals of the Rice Millers, allowed the appeals of the Insurance Companies. The High Court allowed the appeals of the Insurance Companies, on its view that the terms of the Fidelity Insurance Guarantee concerned in each appeal did not entitle the Corporation to file suits against the concerned Insurance Companies after the expiry of 'six months' period from the date of termination of respective contracts entered into between the Corporation and the Rice Millers. It is the sustainability of the said view of the High Court which arises for determination in the present appeals filed by the Corporation, as is indicated in the question which we have set out in the beginning of this judgment.

Para 14. The learned Counsel for the Corporation, the common appellant in these appeals, submitted that the High Court had misread the clause in the contract of Fidelity Insurance Guarantee relating to period within which claim or demand against the Insurance Company was allowed to be made as the period within which a suit against the Insurance Company had to be filed and it is such misreading which has led the High Court to allow the first appeals of Insurance Companies, by the judgments and decrees under the present appeals. He,

therefore, sought for our interference with the judgments and decrees of the High Court and their reversal.

Para 15. The learned Counsel for the Respondents in the appeals, the Insurance Companies, however, sought to support the view taken by the High Court on the clause containing the restriction relating to the period allowed for the claim under the contracts of Fidelity Insurance Guarantee.

35. However, in the case of **P.Manahor Reddy vs Maharashtra K. Valley Ltd.** 2009 2 SCC 494 it was held by the Supreme Court of India as under:-

**20.** The contractual clause provides for a limitation for the purpose of raising a claim having regard to the provisions of Section 28 of the Contract Act. It is no doubt true that the period of limitation as prescribed under Article 137 of the Limitation Act would be applicable, but it is well settled that a clause providing for limitation so as to enable a party to lodge his claim with the other side is not invalid.

36. However, when the petitioner questioned the impugned letter threatening withdrawal of inter connection services, evidently the question has to be considered keeping in view the provisions of Section 28 of the Indian Contract Act and not for the purpose of lodging a claim.

Mr.Bhatia, however, would contend that the agreement being of inter connection and both the parties having been raising bills on each other, the provisions of Article 1 of the Schedule appended to the Limitation Act, 1963 shall apply.

37. The aforementioned contention of Mr.Bhatia, in our opinion, is wholly without any basis.

38. BSNL has not filed any suit for accounts. Indisputably, it was to raise the bill either within a period of six months or file a suit for recovery of interconnection charges within a period of three years. It cannot raise a bill after the period of limitation is over, seeking to enforce its contractual right to disconnect the POIs. The bill has been raised for the months of April and May, 2004.

39. The said bill has been raised only during the pendency of these proceedings. The respondent, as was accepted in this case, had been raising bills on a wrong premise.

40. If it was maintaining the records electronically, the billing advice should have been contained all the informations relating to the digital number plan of the receiver of services. The respondent could not

have, in any event, invoked a penal clause without any rhyme or reason.

41. The instance given by Mr.Hazarika, namely, Malleswaran POI at Bangalore should have been an eye opener for the respondent.

42. The provisions of the agreement clearly state the bills raised by the parties hereto be settled within a period of one month. It is, therefore, not a case where the account between the parties is not only mutual but also open and current.

43. This aspect of the matter has been considered at some details recently by this Tribunal in **Idea Cellular Ltd. vs. MTNL**, Petition No 33/2009, wherein a similar contention was rejected.

44. Submissions of Mr.Bhatia, however, was as noticed heretobefore, is that period of limitation is 30 years in terms of Article 112 of the Schedule appended to the Limitation Act.

45. The said submission of Mr.Bhatia is based on an observation made by a learned Single Judge of Andhra Pradesh High Court in the

case of Paras Das (supra) wherein it was opined

"I am unable to agree with this submission of the petitioner. The respondent – plaintiff being a Central Government company is entitled to the benefit of Article 112 of the Limitation Act, 1963...."

46. With utmost respect to the learned Judge, the distinction between a 'State' within the meaning of Article 12 of Constitution of India and Article 112 of the Limitation Act has not been brought to his notice.

47. In fact, the State of West Bengal for the same reason had to amend Article 112 of the Limitation Act to include a suit by Government Company.

48. If Article 112 was to be attracted in all the cases filed by the State, it would not have been necessary for the State of West Bengal to take recourse to the exercise of its legislative power to amend the said provision.

49. We may, in this connection, refer to a decision of the Calcutta High Court in the case of **West Bengal Agro Industries Corporation Ltd vs. UOI** (2001) Vol 3 Calcutta Law Times 315

wherein the effect of the aforementioned amendment of the Calcutta High Court has been considered.

50. Mr.Bhatia would urge that the provisions of the Limitation Act, being a shield and not a sword, only the remedy is barred thereby but the right is not extinguished except in the case of immovable property, having regard to the provisions of Section 27 of the Limitation Act, 1963.

51. Mr.Bhatia may be correct that Limitation Act being a statute of repose, bars a remedy and not the right what in a situation of this nature should be held is that any remedy to realize a bill keeping in view the contractual provisions contained in the agreement would be barred. The bill should have been raised within a period of three years.

52. In terms of the agreement, the bill was required to be raised and settled within a period of one month. The billing cycle having regard to the provisions contained in clause 7.1.2 and 7.1.3 is one month. A 'State' within the meaning of Article 12 of the Constitution of India, thus, in our opinion could not have raised a bill which attract a penal provision.

53. We, therefore, are of the opinion that the contractual remedy to withdraw the supply of inter connection as threatened by the respondent in its notice dated 31.5.2010, was illegal particularly having regard to the fact that it was obligated to provide for such interconnection by reason of the conditions of license as also the Regulations framed by the TRAI. It could have acted unreasonably so as to not only violate the other provisions of the contract but also the mandate issued by the Government of India as also a statutory authority like TRAI.

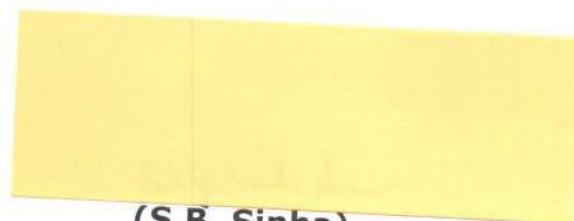
54. So far as the merit of the matter is concerned, we must observe that it was a statutory obligation on the part of the respondent to provide CDRs whenever called upon to do so. Only when the CDRs were provided, the petitioner could point out grave mistakes and errors contained in the bill as a result of which the respondent itself had reduced the amount of bill from Rs.5.16 crores to Rs.1.16 crores.

55. Keeping in view the objections taken by the petitioner in its rejoinder which could be raised therein only having regard to the points taken in the reply by the respondent and as noticed herein before, namely, para 2 (b) of the rejoinder, it must be opined that the

impugned bill cannot be sustained. Even otherwise in view of the decisions referred heretobefore sofar as the bills raised after five years is concerned must be held to be bad in law.

56. This petition is allowed.

57. The respondent must pay and bear the costs of the petitioner. The Advocates fee is quantified at Rs.2 lakhs. We have granted exemplary costs in terms of Section 35A of the CPC having regard to the conduct of the respondent.



**(S.B. Sinha)**  
**Chairperson**



**(G.D. Gaiha)**



**(P.K. Rastogi)**  
**Member**

**January 27, 2011**  
**'ns'**

Petition No.186/2010