TELECOM DISPUTES SETTLEMENT & APPELLATE TRIBUNAL
NEW DELHI

Dated 31st July, 2014

Petition No. 10 of 2013
(M.A. No. 17 of 2013)

M/s Videocon Telecommunication Ltd. (Orissa) …Petitioner

Vs.

Bharat Sanchar Nigam Limited …Respondent

Petition No. 11 of 2013
(M.A. No. 18 of 2013)

M/s Videocon Telecommunication Ltd. (U.P. East) …Petitioner

Vs.

Bharat Sanchar Nigam Limited …Respondent

Petition No. 12 of 2013
(M.A. Nos. 19, 406& 407 of 2013)

M/s Videocon Telecommunication Ltd.
(Maharashtra) …Petitioner

Vs.

Bharat Sanchar Nigam Limited …Respondent

Petition No. 13 of 2013
(M.A. No. 20 of 2013)

M/s Videocon Telecommunication Ltd. (Karnataka) …Petitioner

Vs.

Bharat Sanchar Nigam Limited …Respondent

Petition No. 14 of 2013
(M.A. Nos. 21, 408 & 409 of 2013)

M/s Videocon Telecommunication Ltd. (Rajasthan) …Petitioner

Vs.

Bharat Sanchar Nigam Limited …Respondent

Petition No. 15 of 2013
(M.A. No. 22 of 2013)

M/s Videocon Telecommunication Ltd. (Assam) …Petitioner

Vs.

Bharat Sanchar Nigam Limited …Respondent

Petition No. 16 of 2013
(M.A. No. 23 of 2013)

M/s Videocon Telecommunication Ltd. (Bihar) …Petitioner

Vs.

Bharat Sanchar Nigam Limited …Respondent

Petition No. 344 of 2013
(With M.A. No. 261 of 2013)

M/s. Videocon Telecommunications Ltd. …Petitioner

Vs.

Bharat Sanchar Nigam Ltd. …Respondent

Petition No. 345 of 2013
(With M.A. No. 262 of 2013)

M/s. Videocon Telecommunications Ltd. …Petitioner

Vs.

Bharat Sanchar Nigam Ltd. …Respondent

Petition No. 137 of 2013

Sistema Shyam Teleservices Ltd., Jaipur … Petitioner

Vs.

Bharat Sanchar Nigam Ltd. … Respondent

BEFORE:

HON'BLE MR. JUSTICE AFTAB ALAM, CHAIRPERSON
HON'BLE MR. KULDIP SINGH, MEMBER

For Petitioners - Videocon : Mr. Dayan Krishnan, Sr. Advocate
Mr. Navin Chawla, Advocate
Mr. Kirtiman Singh, Advocate
Mr. Waize Ali Noor, Advocate
Ms. Manvi Priya, Advocate

For Petitioner – SSTL (P.No.137/2013) : Mr. Mansoor Ali Shoket, Advocate
Ms.Vibha Dhawan, Advocate

For Respondents : Ms. Maneesha Dhir, Advocate
Mr. K.P.S. Kohli, Advocate
Mr. Prashant Jain, Advocate
Ms. Neha Singh, Advocate

O R D E R

By AftabAlam, Chairperson – This batch of ten petitions challenges the demands made on M/s Videocon Telecommunications Limited[1] and M/s Sistema Shyam Teleservices Limited, the two petitioners by Bharat Sanchar Nigam Limited (BSNL) of Interconnect Usage Charges (IUC) for emergency calls to public utility services (in telecom parlance, "Level-I services"). The demands are assailed on the plea that those are beyond the agreements entered into by the two sides and are based on the unilateral decision and internal circulars of one of the contracting parties, BSNL.

[1] M/s Videocon Telecommunication Limited was earlier called M/s Datacom Solutions Pvt. Limited and in some of the documents pertaining to the case it is referred to by that name. But in the judgment it is referred by its current name, Videocon.

Nine out of the ten petitions comprising the batch are filed by Videocon which relate to different service areas/circles. The remaining one petition (Petition no. 137 of 2013) is filed by Sistema. A tabular summary of the ten petitions is given below for the sake of convenience:

S.No.	Name of the Petitioner	Petition No.	Circle	Date of Invoice and Period of demand	Total Amount
1	Videocon	10 of 2013	Orissa	17.10.2012 (24.07.2010 – 31.03.2013)	Rs.32,12,880/-
2	Videocon	11 of 2013	U.P.East	(a) 11.09.2012 – (24.07.2010 – 23.07.2011) (b) 11/09.2012 – (24.07.2011 – 31.03.2012) Total	Rs.11,23,600/- Rs.8,50,989/- **Rs.19,74,589/-**
3	Videocon	12 of 2013	Maharashtra	(a) 18.07.2012 (b) 30.08.2012 Total	Rs.11,23,600/- Rs.21,70,887/- **Rs.32,94,487/-**
4	Videocon	13 of 2013	Karnataka	(a) 24.08.2012 (b) 05.09.2012 Total	Rs.25,76,277/- Rs.7,63,586/- **Rs.33,39,863/-**
5	Videocon	14 of 2013	Rajasthan	06.09.2012(24.07.2010 – 31.03.2013)	Rs.32,09,494/-
6	Videocon	15 of 2013	Assam	07.12.2012 (18.09.2010 – 31.03.2013)	Rs.31,62,130/-
7	Videocon	16 of 2013	Bihar	13.12.2012	Rs.23,28,776/-
8	Videocon	344 of 2013	J&K	08.01.2013(14.07.2010 – 31.03.2013)	Rs.29,65,233/-
9	Videocon	345 of 2013	North East	17.12.2012(21.07.2010 – 18.01.2013)	Rs.30,29,687/-
				GRAND TOTAL	**Rs.2,65,17,139/-**
10	Sistema Shyam	137 of 2013	Delhi	18.02.2013(25.07.2010 – 24.07.2011) 18.02.2013(25.07.2011 – 24.07.2012) 18.02.2013(25.07.2012 – 31.03.2013) 01.04.2013(01.04.2013 – 31.03.2014) **GRAND TOTAL**	Rs.11,23,600/- Rs.12,35,960/- Rs.8,46,548/- Rs.13,59,556/- **Rs.45,65,664/-**

All the petitions arise from similar facts and raise the same questions of law. Hence, all the petitions were heard together and are being disposed of by this common judgment.

During the period to which the demands relate, both Videocon and Sistema had Unified Access Services Licences for all the twenty two (22) service areas/circles in the country. Under the licence, the two petitioners, like all other holders of UAS licence, were mandated to provide for their mobile phone subscribers seam-less access to emergency public utility service, e.g., police, fire, ambulance etc. The relevant provision in this regard is contained in clause 29.1 of the UAS licence which is as under:

> "**29. <u>Emergency and Public Utility Services:</u>**
>
> 29.1 The licensee shall provide **independently or through mutually agreed commercial arrangements with other Service Providers** all public utility services including TOLL FREE services such as police, fire, ambulance, railways/road/air accident enquiry, police control, disaster management etc. While providing emergency services such as police, fire, ambulance etc. **it shall be ensured that such calls originated shall be delivered to the control room of the concerned authority for the area from where call is originated."**
>
> (emphasis added)

It needs to be noted here that the countless police stations/control rooms, fire stations, health-care centres, accident enquiry centres and the disaster management

centres all over the country are predominantly serviced by fixed lines. We can also take judicial notice of the fact that, for historical reasons, it is BSNL alone that is in position to effectively provide access to the fixed line telephones installed and managed by it at all the emergency public utility services centres all over the country, excepting the cities of Delhi and Mumbai where the basic phone lines are provided by Mahanagar Telephone Nigam Limited (MTNL). It also needs to be noted that though the operators are free to provide this service to their subscribers *independently*, so far none of the many service providers has ventured to do so on its own. And for good reasons too, for an attempt to provide emergency services to its subscribers by any operator on its own would involve/lead to colossal waste of resources and duplication of infrastructure at huge expenses. Therefore, all operators, large, medium or small, for discharge of their obligation under clause 29.1 of the UAS licence have, without exception, entered into an arrangement for sharing BSNL's network by executing inter-connect agreements with it that have identical terms, almost like the terms of the licence itself. Videocon and Sistema also executed the inter-connect agreements with BSNL, both on 19 December 2008.

The inter-connect agreement relates to many different kinds of inter-connection and covers a range of issues concerning them but so far as emergency

services are concerned the relevant provision is contained in clause 2.10.2 of the agreement, which is as under:

> **"2.10.2** All public utility services including Emergency Service viz. 100, 101 and 102 etc. relating to Police, Fire and Ambulance etc. and other TOLL FREE services such as railways/road/air accident enquiry, police control, disaster management etc. shall be provided by both the operators independently for their subscribers. **For the purpose of using other party's network for provision of these emergency and other toll free public utility services, a separate agreement on the commercial and technical arrangements will be made on mutually agreed terms from time to time**."
>
> (emphasis added)

Schedule I to the agreement, laying down the charges for inter-connection usage, in clause 7 provided as under:

> "**7**. With respect to the IUC for Level-1 and emergency services, the implementation of the same shall be based on specific agreements with the concerned private operators."

Apart from the above, we may also take a look at clause 11 of the agreement containing the non-discriminatory provision in the following terms:

> "11. Each Party agrees that the other is treated no less favourably than any of other UASLs in same service area with regard to commercial, interconnectivity and other aspects of the Interconnect Agreement.

In pursuance of clause 2.10.2 BSNL came out with addenda I, dated 14 July 2009, containing the terms of commercial and technical arrangements for

providing the subscribers of mobile service operators emergency access to public utility services. The terms of the addenda are relevant for the case and hence, those are reproduced below in full:

"ADDENDA-I

Sub: Addenda to Interconnect Agreement No.370-12/2008-RegIn/OR signed between BSNL and M/s Datacom Solutions Pvt. Ltd. for UASL Service on 19.12.2008 for Orissa service area:

1. A sub clause **2.10.3** shall be added, which shall be as follows:

"The Level 1 services to be provided to UASL include Emergency Services i.e. 100, 101, 102, 108 and other 3/4/5 digit public utility service like 197, 198, 182, 131, 141, 1033, 1090, 1092, 1098, 1099, 1298, 1330, 1912, 19211 etc., 173 (Answering Machine Service) but does not include services like 160XX (Intelligent Network), 180 (Trunk Booking), 181, 184, 185 (Phonogram), 186, 187, 199 (Local assistance) etc which involve further call initiation by BSNL. Similarly access from UASL to network of Internet Service Provider (ISP) on level 172xxx and Radio Paging networks transited through BSNL is also permitted."

2. A sub clause **2.10.4** shall be added, which shall be as follows:

"The access from UASL's fully mobile network to emergency services shall be permitted only when the UASL is able to get approval from respective district administrations regarding routing of the calls from its fully mobile network to a particular location for each of the emergency services. The access to these emergency services shall be opened SDCA Tandem wise in BSNL as and when UASL obtain approval of the district administration."

3. A clause 6.8 shall be added, which shall be as follows:

"6.8.1For the calls meant for accessing 3/4/5 digit public utility service like 197, 198, 182, 131, 141, 1033, 1090, 1092, 1098, 1099, 1298, 1330, 1912, 19211 etc, Internet on level 172xxx and Radio Paging networks the Interconnect Usage Charges (IUC) payable by UASL shall be same as that

applicable for termination of calls into BSNL's fixed line network. However, if in future any termination charges are payable by BSNL to ISPs or Paging networks these charges shall also be reviewed.

6.8.2 For the calls terminating in emergency services i.e. destination number 100, 101, 102 and 108 the IUC payable by UASL shall be at a flat rate of Rs.1.20 per minute."

IN WITNESS WHEREOF the parties hereto have caused this Addenda-I to be executed through their respective authorized representatives on the 14thdayof July 2009.

Signed and Delivered for and on behalf of **Bharat Sanchar Nigam Limited."**

As may be seen, though the instrument is called, "addenda", it purported to introduce the terms of technical and commercial arrangements in the main inter-connect agreement itself by inserting additional clauses in the agreement. The newly added clause 6.8.2 fixed IUC charges for calls to emergency services with numbers 100, 101, 102 and 108 at the flat rate of Rs.1.20 per minute.

It is indisputable that all the mobile phone operators in all circles in the country, again without exception, accepted the terms contained and in addenda I and executed the instrument in acknowledgment of acceptance. Videocon too executed addenda I in all the twenty two circles and Sistema also executed it in all the circles in which it was operating at that time.

It, however, appears that even before addenda I was issued and it was executed by all the operators, an informal arrangement was already put in place for

routing the emergency calls made by the subscribers of mobile phone operators through the BSNL network for taking the calls to their destinations.

Complaints were also coming that emergency calls made by mobile phones were going astray and were not reaching the control room for the area from where the call originated. On 7 April 2009 the Senior Superintendent of Police, Fatehgarh Sahib wrote to the Secretary, Telecom Regulatory Authority of India (TRAI), lodging a complaint in that regard. The letter stated that in addition to two national highways, two state highways passed through the Fatehgarh Sahib district and thousands of vehicles passed through those roads every day. A police control room was specially set up for keeping round the clock check on those highways. But in case of any accident or any other kind of emergency, calls made from mobiles phones to the designated number 100, instead of coming to the Fatehgarh Sahib control room landed up in the police control rooms at faraway places like Mohali, Khanna, Chandigarh and Patiala via nodal exchanges of BSNL from the mobile service providers.

The complaint received at TRAI was passed on to BSNL. On receipt of the complaint BSNL took steps for up-gradation of the technical arrangements (that are detailed in paragraph 12 of the reply filed by BSNL) and also reviewed the rates of IUC charges for Level-I services (as stated in paragraph 14 of the reply) and finally issued "Draft Addenda/Agreement" on 14 July 2010.

Before adverting to the terms of the new addenda it would be useful to understand, in a very simple way, how a call made to emergency public utility services is carried to its destination. The call made by the mobile hand device first lands up at the nearest Mobile Switching Centre (MSC) of the service provider. There, the called numbers (100, 101, 102, 108 etc.) are identified as belonging to BSNL. Hence, the call is forwarded to the Point of Interconnect (POI) with BSNL. (A MSC does not usually have more than two or three POIs). At the POI, unless the area of origin of the coming call can be identified, the BSNL exchange will send and terminate the call at the control room nearest to the POI and not the one closest to the point from where the call is made. In case, however, the place of origin of the call is identifiable, the BSNL exchange at the POI will not simply terminate the call at the control room closest to the POI but will carry it all the way to the place of origin of the call and terminate it only at the nearest control room in that area.

The emergency calls to public utility services were earlier going astray, in all probability, for want any means to identify the place from where the call originated when the calls landed up at the POI with BSNL. Hence, while up-grading the technical arrangements BSNL made the stipulation that Level-I emergency calls from the mobile operators must be handed over to it duly prefixed with the

Subscriber's Trunk Dialing (STD) code of the Short Distance Charging Area[2] (SDCA) in which the concerned control room is located.

On 14 July 2010 BSNL addressed a letter to *all* the Cellular Mobile Telephone Service (CMTS)/Unified Access Service Licence (UASL) Operators on the subject of "Facilitating the termination of Level-I emergency calls of private operators through the network of BSNL". The letter started by declaring that under the licensing regime prevailing at that time every access service provider was required to make its own arrangement for providing to its subscribers access to public utility services including emergency services and BSNL was not obliged to facilitate the private operators for these services. The letter then made a reference to the complaint by Punjab police and to various letters by which the private operators were requested to intimate BSNL about the technical arrangements made by them for ensuring the termination of their calls to the police control room of the concerned area and added that no response was received from their side. It finally ended by stating in the last paragraph as under:

> "4. In order to ensure proper routing of emergency calls of private operators to the correct control room of the concerned authority and to ensure correct billing of such calls, the present arrangement/ agreement for Level-I services needs to be amended as enclosed with this letter. It is requested to kindly intimate a suitable date falling in next ten days for

[2] In the agreement the term is defined as: "Short Distance charging Area (SDCA) means one of several areas into which a Long Distance Charging Area is divided and declared as such for the purpose of charging for long distance calls and within which the local call charges and local call numbering scheme is applicable. SDCA, with a few exceptions, coincide with revenue tehsil/taluk."

signing of the same. In case, no reply is received within a period of 10 days from your side, BSNL will be constrained to withdraw the arrangement of Level-1 services extended to you."

The letter also enclosed the "Draft Addenda/Agreement" which being the subject of dispute between the parties is quoted below in full.

"DRAFT ADDENDA/AGREEMENT

1. A sub-clause **2.10.3** shall be added, which shall be as follows :

"The Level 1 services to be provided to UASL include Emergency Services i.e. 100,101, 102, 108 and other 3/4/5 digit public utility service like 197, 198, 182, 131, 141, 1033, 1090, 1092, 1098, 1099, 1298, 1330, 1912, 19211 etc. 173(Answering Machine Service) but does not include services like 160XX (Intelligent Network), 180(Trunk Booking), 181, 184, 185(phonogram), 186, 187, 199(local assistance) etc. which involve further call initiation by BSNL. Similarly access from UASL to network of Internet Service Provider (ISP) on level 172XXX and Radio Paging network transited through BSNL is also permitted."

2. A sub clause **2.10.4** shall be added, which shall be as follows :

"The access from UASL's fully mobile network to emergency services shall be permitted only when the UASL is able to get approval from respective district administrations regarding routing of the calls from its fully mobile network to a particular location for each of the emergency services shall be opened SDCA Tandem wise in BSNL as and when UASL obtain approval of the district administration."

3. A sub clause 2.10.5 shall be added, which shall be as follows :

UASL shall handover the calls for emergency services by correctly mapping the same with the control room of the police/fire/ambulance etc. for the area from where the call is originated by way of prefixing the STD code of SDCA in which the concerned control room is located. This agreement shall be withdrawn immediately by BSNL in case any violation by UASL in this regard comes to notice.

4. A clause 6.8 shall be added, which shall be as follows :

"**6.8.1** For the calls meant for accessing 3/4/5 digit public utility services like 197, 198, 182, 131, 141, 1033, 1090, 1092, 1098, 1099, 1298, 1330, 1912, 19211 etc. internet on level 172XXX and Radio Paging networks the Interconnect Usage Charges (IUC) payable by UASL shall be same as that applicable for termination of calls into BSNL's to ISPs or paging networks these charges shall also be reviewed.

6.8.2 For the calls terminating in emergency services i.e. destination number 100, 101, 102 and 108 the charges payable by UASL shall be Rs.10 lakhs per annum for entire service area, which shall be revised upward by annual review by BSNL, in addition to Interconnect Usage Charges (IUC) payable by UASL at the rate applicable for termination of calls into BSNL's fixed line network.

5. A clause 10.1.8 shall be added, which shall be as follows:

10.1.8. UASL shall indemnify the BSNL against all liability or loss arising from, and reimburse all reasonable costs, charges, and expenses incurred in connection with, any action, claim, suit or demand; arising from incorrect mapping and / or handover of such emergency calls and / or alleging infringement against the BSNL of the rights of a third person arising from such violation by UASL under this agreement."

(emphasis added)

Videocon, by its letter of 23 August 2010, objected to the proposed charge for emergency calls to Level-I services stating that there was no justification for the extra charge of Rs.10 lakhs per annum per service area for ensuring the correct routing of the emergency calls. It, however, assured that as operator, it would abide by the (technical) condition suggested in the amendment for routing of such calls and requested for the choice to continue with the existing rate relating to Level-I emergency services instead of the charge proposed in the amendment. BSNL by its letter dated 24 September 2010 declined to accept Videocon's request and stated that in case the operator failed to sign the amended Addenda/Agreement, it would not be possible for it to continue to provide access to Level-I services to Videocon. In reply, Videocon wrote to BSNL on 30 September 2010 asking for extension of time for executing the amendment to the agreement. Again on 22 December 2010, Videocon wrote to BSNL suggesting some changes in the proposed amendment and at the same time requesting to maintain *status quo ante* in respect of Level-I emergency services.

A few months later, on 11 April 2011 Videocon executed Addenda II dated 14 July 2010 in service areas of Gujarat, Haryana, Himachal Pradesh, Kerala, Madhya Pradesh and Tamil Nadu including Chennai. Thus, out of 22 circles for which it held licences, it executed the amended agreement for six circles and did

not execute the addenda for the remaining 16 circles. Further, out of the 16 circles for which it did not execute the amendment addenda, it has chosen to challenge the demand in only 9 circles as seen above.

In the case of Sistema, there is no exchange of correspondence with BSNL as in the case of Videocon. However, Sistema executed the amendment addenda on 3 September 2010 for 20 circles out of 22 for which it held licences at the material time. The two circles in which Sistema did not execute the addenda are Delhi and Mumbai and it is in respect of Delhi alone that it has come to the Tribunal challenging the demand.

A question may here arise in mind, why did the two petitioners agree to the amended rate for emergency calls to Level-I services in some of the circles and not in other circles. The answer is, on purely commercial considerations. In circles where the volume of such calls (depending upon the numbers of subscribers) was large enough to result in the billing of Rs.10 lakhs or more in a year at the rate of Rs.1.20p per minute, as originally prescribed, accepting the proposed amendment in the charges would make good financial sense. But in circles where the number of subscribers was too low to generate any significant volume of emergency calls, the charge at the flat rate of Rs.10 lakhs per annum did not make any commercial sense and it would simply be an additional financial burden. It was shown to us that in the circles where Videocon and Sistema did not execute the amendment,

their monthly bills for emergency calls to Level-I services were in four or three digits or sometimes even in two digits.

Be that as it may, the fact of the matter is that Addenda II was not executed by signing it by Videocon in the nine (9) circles to which these petitions relate and similarly, Addenda II remained unexecuted by Sistema in the Delhi circle. And it is the omission to put the signatures, formalizing the execution of Addenda II, that forms the basis of the petitioners' challenge to the demands of IUC charges for emergency calls to Level-I services made by BSNL in the circles in question at the flat rate of Rs.10 lakhs, as prescribed in Addenda II.

Mr. Dayan Krishnan, senior advocate, appearing for Videocon forcefully argued that in the nine (9) circles where Addenda II was not signed on behalf of Videocon, no contract between the two sides ever came into existence based on the terms contained in it and Videocon cannot, therefore, be compelled to pay the demands raised at the rates prescribed in the second Addenda. He submitted that in the six circles where Videocon had executed Addenda II it had made payments at that rate pursuant to the bills raised by BSNL but in the other nine (9) circles the terms for payment of calls to Level-I services would only be governed by addenda I which alone embodies the contract duly executed between the parties.

Mr. Krishnan, laying some stress on the phraseology of clause 29.1 of the UAS licence ("…… or through **mutually agreed** commercial arrangements with other service providers") and clause 2.10.2 of the inter-connect agreement with BSNL ("……a separate agreement on the commercial and technical arrangements will be made on **mutually agreed** terms from time to time.") submitted that the inter-connect agreement for calls to Level-I services clearly fell in the realm of purely private commercial agreements and its terms and conditions, including the charge for the calls could only be agreed upon through **mutual consent**. Its terms and conditions could not be thrust by BSNL unilaterally upon the other contracting party.

Mr. Shoket appearing for Sistema adopted the submissions made by Mr. Krishnan.

Both Mr. Shoket and Mr. Krishnan submitted that at the material time even BSNL had supposed that in the circles in question the charge fixed under Addenda II was not enforceable against the petitioners and bills for calls to Level-I services were contemporaneously raised against the petitioners at the rate of Rs.1.20p per minute as prescribed in addenda I which alone was the binding contract between the parties.

Mr. Krishnan further submitted that *ex facie* the impugned bills were raised on the basis of two internal circulars of BSNL dated 7 February 2012 and 16

August 2012. He further submitted that the internal circulars of BSNL could not be binding upon the petitioners and could not be taken as the basis for raising the impugned demand in supersession of the contract between the parties. In support of the submission, he relied upon a decision of the Supreme Court in *Bharat Sanchar Nigam Ltd. Vs. BPL Mobile Cellular Limited & Others*[3], in paragraphs 43 and 44 of which it is observed as under:

> "43. In view of the aforementioned law laid down by this Court, there cannot be any doubt whatsoever that the circular letters cannot ipso facto be given effect to unless they become part of the contract. We will assume that some of the respondents knew thereabout. We will assume that in one of the meetings, they referred to the said circulars. But, that would not mean that they are bound thereby. Apart from the fact that a finding of fact has been arrived at by TDSAT that the said circular letter were not within the knowledge of the respondents herein, even assuming that they were so, they would not prevail over the public documents which are the brochures, commercial information and the tariffs.
>
> 44. If the parties were ad idem as regards terms of the contract, any change in the tariff could not have been made unilaterally. Any novation in the contract was required to be done on the same terms as are required for entering into a valid and concluded contract. Such an exercise having not been resorted to, we are of the opinion that no interference with the impugned judgment is called for."

As may be seen, the case of the petitioners is entirely based on their omission to execute Addenda II in the circles in question. What, however, is required to be answered, is whether the omission to put their signatures on Addenda II is conclusive to the finding that no contract between the parties came

[3] (2008) 13 SCC 597

into being on the terms contained in it. It is indeed true that signing a document by a party to the contract is the simplest, commonest and the most evident affirmation of acceptance of the terms contained therein. But it is by no means the only mode of expression of acceptance in all cases.

Gerard McMeel in his work "The Construction of Contracts; Interpretation, Implication and Rectification", 2nd edition (Oxford), in chapter 14 on "Formation and Certainty' undertakes a survey of some modern approaches to formation of contract and referring to some recent decisions states that "in ascertaining whether or not a contract has been formed, the English courts habitually sift through a welter of correspondence and multiple travelling drafts". To-wards the end of the chapter there is a discussion on the decision of the UK Supreme Court in Muller's case that sums up the current legal position on formation of contract in that country. The discussion succinctly notes the facts of the case and the finding arrived at by the Supreme Court regarding the formation of contract between the parties. Relevant extracts from the discussion are as under:

> *"RTS Flexible Systems v Muller*
>
> "14.32 The leading case is now the decision of the Supreme Court in RTS Flexible Systems Ltd v *Molkerei Alois Muller GmbH & Co KG (UK Production)*[4]. The parties entered into negotiations whereby the claimant proposed to supply and install two pot-mixing production lines to the defendant, the well-known dairy products firm. On 21 February 2005 the

[4] [2010] UKSC 14, [2010] 1 WLR 753; discussing Trentham at paras [50] and [54]-[55]

defendant sent a letter of intent requesting the claimant to start work, which, it was common ground, had contractual effect, but which was held by the judge to have been treated as having expired by the end of May (which finding was not appealed). Accompanying the letter of intent was a draft formal contract, at a price of £1.6 million and completion dated of 30 September 2005, incorporating the standard terms of the Institutes of Mechanical Engineers and Electrical Engineers ('MF/1'), which incorporated both liquidated damages and limitation clauses. **A further express clause provided that the contract would not be binding unless signed and executed by the parties. An agreement was ready for signing by 5 July 2005, but was never signed.** The parties proceeded with the project. The work was completed, following an agreed change to the order of installation, and over 70 per cent of the price was paid. When disputes arose, the judge held that after the letter of intent had expired there was a further contract, but not on the MF/1 terms. The Court of Appeal held there was no contract after the letter of intent expired.

"14.33 On a further appeal, the Supreme Court held that there was a subsequent contract on MF/1 terms **and the 'subject to contract' clause had been waived by the parties' conduct on or by 25 August 2005.** Lord Clarke of Stone-cum-Ebony JSC, delivering the judgment of the court, pronounced:

> The general principles are not in doubt. Whether there is a binding contract between the parties and, if so, upon what terms depends upon what they have agreed. It depends not upon their subjective state of mind, but upon a consideration of what was communicated between them by words or conduct, and whether that leads objectively to a conclusion that they intended to create legal relations and had agreed upon all the terms which they regarded or the law required as essential for the formation of legally binding relations. **Even if certain terms of economic or other significance to the parties have not been finalized, an objective appraisal of their words and conduct may lead to the conclusion that they did not intend agreement of such terms to be a pre-condition to a concluded and legally binding agreement.**

> "……. **have the parties in effect waived the 'subject to contract' understanding or agreement? On the facts, the Supreme Court inferred from the parties' contract that they had**."

Commenting upon the decision in *Muller's* case, McMeel observed:

> In the recent Supreme Court case of *Muller* the objective approach was entrenched by adopting the standpoint, suggested by Steyn LJ in *Trentham,* of 'the reasonable, honest businessmen'. The pragmatic approach of *Muller* case, with the emphasis on objectivity, context, and business common sense, is likely to lead to robust conclusions where significant work has taken place, that even where the parties have not entered into a formal contract, a contractual relationship (perhaps inferred from conduct) has been entered into.

Keeping in mind the legal position as enunciated above let us examine the brief exchange of correspondence between BSNL and Videocon a little more deeply.

As noted above, on the issuance of Addenda II dated 14 July 2010 by BSNL, Videocon first gave its response by letter dated 23 August 2010. By this letter, it clearly objected to the revision of the charge for Level-I service calls to the flat rate of Rs.10 lakhs per year per circle in place of Rs.1.20p per minute and requested BSNL to continue at the old rate. BSNL by its letter dated 24 September 2010 declined to accept the request and reiterated that it will discontinue the service unless Videocon signed the amended addenda. Videocon, then by letter dated 30 September 2010, made the request for some extension of time, virtually giving

assurance to BSNL in regard to execution of the amended addenda. This letter is of crucial importance and is, therefore, reproduced in full:

> **"Subject: Request for Grant of Extension for Executing Proposed BSNL Addenda for Level 1 Emergency Services.**
>
> Dear Sir,
>
> This is with reference to your letter dated 24th September, 2010 bearing letter no.370-11/2000-RegIn(Pt) pertaining to the execution of the proposed addenda for Level 1 Emergency Services.
>
> We would like to inform you that pursuant to receiving your aforesaid letter the proposed addenda has been sent to our management for their review and approval. **Further, we assure you that the proposed BSNL addenda will be executed expeditiously subsequent to such approval in the near future.**
>
> **It is therefore requested of BSNL to kindly grant us time for the execution of its proposed Addenda and abstain from discontinuing its services in the interim.**"
>
> (emphasis added)

We have no doubt that this letter gave a clear assurance that Videocon would duly execute the amended addenda by signing it. At BSNL too, the letter would have been naturally taken as acceptance of the terms of Addenda II with the request to simply grant it some further time for signing the document.

Mr. Krishnan, however, submitted that this letter is not the last one in the series. It was followed by another, which according to the learned counsel nullified

the contents of this letter. The following letter by Videocon dated 20 December 2010 is as under.

> "Subject: Request for amendment to proposed Level 1 Emergency Services addenda.
>
> Dear Sir,
>
> This is with reference to your letter dated 14th July, 2010 bearing letter no.370-11/2008-RegIN/699 pertaining to facilitating the terminating of Level-1 emergency calls of private operators through the network of BSNL whereby an addenda was proposed to be executed. **Notwithstanding the suggestions made hereafter we would, at the outset, like to reiterate our request to maintain a status quo ante with respect to Level 1 emergency services.**
>
> In furtherance of the aforesaid and as putforth by BSNL itself that the matter involves high degree of security concerns involving public safety and interest and further, owning to the responsibility to be ushered by the telcos towards the public for emergency service in the interest and safety of the telecom customers our management is of the considerate view that **the proposed clause 2.10.5 should be altered** and BSNL should not terminate the agreement immediately upon perceiving a violation, without any notice instead it is suggested that a rectification period, akin/in accordance with clause 8.2.2 (a) of the Main Interconnect Agreement, should be prescribed and the same should be amicably settled. Further, termination of agreement for Emergency Services bears no nexus with the security concerns raised by BSNL itself instead this will act as a hindrance.
>
> Moreover, **the proposed clause 10.1.8 pertaining to indemnification,** without prejudice, should be made mutual, in consonance with contractual spirit of executing agreements on mutual terms, wherein BSNL should also keep VTL indemnified against any and all liability and losses, and reimburse all reasonable costs and charges and expenses incurred in connection with, any action, claim, suit or demand; arising from any default on part of BSNL pursuant to handing over the emergency call to BSNL by VTL.
>
> Therefore, in view of the aforesaid it is requested of BSNL to kindly consider, without prejudice, the amendment/alterations proposed hereinabove."
>
> (emphasis added)

The letter of 20 December 2010 does not directly or indirectly revoke or recall the assurance given in the earlier letter but it suggests some modifications in certain clauses proposed to be incorporated by the amended Addenda. The suggested modifications have no bearing either on the technical or the commercial terms of the arrangement. In paragraph 2 of the letter, modification is suggested in clause 2.10.5 to the effect that in case of any error on the part of the operator, BSNL should not discontinue the service without giving any notice but the operator should be allowed some time to correct the error as provided in clause 8.2.2(a). The second amendment that is suggested relates to clause 10.1.8 which is in respect of indemnification. On behalf of Videocon it is suggested that indemnity should be bilateral and it should not be available to BSNL unilaterally.

This letter does not contain a word about the technical arrangements or the revised charges for the calls. We, therefore, fail to see how by this letter Videocon can be said to have recalled and withdrawn the assurance and acceptance given by its previous letter of 30 September 2010. In our view the letter of September 30 2014 fully represents acceptance of Addenda II by Videocon as envisaged under section 3 of Contract Act and the acceptance is not affected in any manner by the subsequent letter of 20 December 2010.

Here we may usefully refer to the decisions of the UK courts in *Pagnan*'*s* case which appears to be quite similar on facts and supports the view taken by us

in regard to the two letters by Videocon. The decisions in *Pagnan*, first by the court of the first instance and then by the appeal court are discussed at length in chapter 14 of McMeel's book referred to above and we reproduce below the relevant extracts from the discussion.

> *Pagnan v Feed Products*
>
> *Introduction*
>
> Valuable guidance was given both at first instance and in the Court of Appeal in *PagnanSpA v Feed Products Ltd.*[5] The judgments of Bingham J and Lloyd LJ are widely cited and followed in contract-formation cases. Indeed it would not be inaccurate to suggest that the principles stated there correspond to the restatement of principles of contractual construction in Lord Hoffmann's speech in *Investors Compensation Scheme Ltd. v West Bromwich Building Society*,[6] but in relation to contract formation.
>
> *The facts and the holding*
>
> The case concerned negotiations conducted in the animal feed trade between two experienced parties for a proposed f.o.b. sale of corn gluten feed pellets. Negotiations between the proposed sellers and buyers were facilitated by an intermediary broker. On 1 February 1982 following various exchanges, the broker sent a telex to each party stating that 'the following business today concluded', and setting out the detailed agreed terms. Agreement had been reached on quantity, quality, price, terms of shipment, and method of payment. **At that stage there was no express agreement on loading rate, demurrage, dispatch, and carrying charges. The buyers objected to certain terms, but following further correspondence, by 8 February the sellers and the brokers thought that matters were resolved.**
>
> Bingham J held that **despite the fact that certain matters were not agreed as at 1 February, each party intended a binding contract at that**

[5][1987] 2 Lloyd's Rep 601, QBD (Comm Ct) and CA.
[6] [1998] 1 WLR 896, 912-13, HL

date, and there was no intention to make resolving the outstanding issues a precondition of binding contract. The Court of Appeal agreed that the parties were *ad idem* on 1 February. The only counter-indication was that the parties continued negotiations after that point. Nevertheless the law recognized a binding preliminary agreement, and it was to be expected that the parties would continue to negotiate to deal with point in detail.

Bingham J's guidance at first instance

14.08 At first instance Bingham J (as he then was) stated:

> The Court's task is to review what the parties said and did and from that material infer whether the parties' objective intentions as expressed to each other were to enter into a mutually binding contract. The Court is not of course concerned with what the parties may subjectively have intended[7]…
>
> Where the parties have not reached agreement on terms which they regard as essential to binding agreement, it naturally follows that there can be no binding agreements until they do agree on those terms[8]…..**But just as it is open to the parties by their words and conduct to make clear that they do not intend to be bound until certain terms are agreed, even if those terms (objectively viewed) are of relatively minor significance, the converse is also true. The parties may by their words and conduct make it clear that they do intend to be bound, even though there are other terms yet to be agreed, even terms which may often or usually be agreed before a binding contract is made[9]….**
>
> The parties are to be regarded as masters of their own contractual fate. It is their intentions which matter and to which the Court must strive to give effect[10]…. I think, furthermore, that the Court must bear constantly in mind the

[7] Citing Lord Denning MR in Storey v Manchester City Council [1974] 1 WLR 1403, 1408.
[8] Citing Lord Blackburn in Rossiter v Miller (1878) 3 App Cas 1124, 1151
[9] Citing Lord Loreburn LC in Love and Stewart Ltd v S Instone & Co. Ltd. (1917) 33 TLR 475, 476, Bellamy v Debenham (1890) 45 Ch D 481; and Lord Cozens-Hardy MR in Perry v Suffields [1906] 2 Ch. 187, 192.
[10] Citing Lord Denning MR in Port Sudan Cotton Co v Chettiar [1977] 2 lloyd's Rep 5, 10.

> subject matter with which it is dealing. The relevant principles of the law of contract are, no doubt, in universal application, but the proper inference to draw may vary widely according to the facts of the particular case…… Inferences which it would be appropriate to draw in one case might be quite inappropriate in the other. But the Court's task remains essentially the same: to discern and give effect to the objective intentions of the parties.[11]

Lloyd LJ's six principles in the Court of Appeal

In the Court of Appeal Lloyd LJ laid down the following summary of principle:

> As to the law, the principles to be derived from the authorities, some of which I have already mentioned, can be summarized as follows.
>
> (1) In order to determine whether a contract has been concluded in the course of correspondence, one must look first to the correspondence as a whole[12]…
>
> (2) Even if the parties have reached agreement on all the terms of the proposed contract, nevertheless they may intend that the contract shall not become binding until some further condition has been fulfilled. That is the ordinary 'subject to contract' case.
>
> (3) Alternatively, they may intend that the contract shall not become binding until some other term or terms have been agreed[13]….
>
> **(4) Conversely, the parties may intend to be bound forthwith even though there are further terms still to be agreed or some further formality to be fulfilled[14]….**

[11] [1987] 2 Lloyd's Rep 601, 610-11

[12] Citing Hussey v Horne=Payne (1879) 4 App Cas 311

[13] Citing Love and Stewart Ltd v S Instone& co Ltd. (1917) 33 TLR 475 (failure to agree terms of strike clause); and Lord Selborne in Hussey v Horne-Payne (1879) 4 App Case 311, 323

[14] Citing Lord Loreburn LC in Love and Strewart Ltd v S Instone& Co. Ltd. (1917) 33 TLR 475, 476,

> **(5) If the parties fail to reach agreement on such further terms, the existing contract is not invalidated unless the failure to reach agreement on such further terms renders the contract as a whole unworkable or void for uncertainty.**
>
> (6) It is sometimes said that the parties must agree on the essential terms and that it is only matters of detail which can be left over. This may be misleading, since the word 'essential' in that context is ambiguous. If by 'essential' one means a term without which the contract cannot be enforced then the statement is true: the law cannot enforce an incomplete contract. If by 'essential' one means a term which the parties have agreed to be essential for the formation of a binding contract, then the statement is tautologous. If by 'essential' one means only a term which the Court regards as important as opposed to a term which the Court regards as less important or a matter of detail, the statement is untrue. It is for the parties to decide whether they wish to be bound and, if so, by what terms, whether important or unimportant. It is the parties who are, in the memorable phrase coined by the Judge, 'the masters of their contractual fate'. Of course the more important the term the less likely it is that the parties will have left it for future decision. But there is no legal obstacle which stands in the way of the parties agreeing to be bound now while deferring important matters to be agreed later. It happens every day when parties enter into so-called 'heads of agreement.[15]

Contemporary trend for judging the formation of contract is not dissimilar in this country. For ascertaining the true intent of the parties the Supreme Court of India has also 'sifted' through the exchange of correspondence between the parties

[15][1987] 2 Lloyd's Rep 601, 619. See PagnanSpA v Grananria BV [1986] 2 lloyd's Rep 547, CA.

(See: *Bharat Petroleum Corporation Ltd. Vs. Great Eastern Shipping Co. Ltd.*[16] and *Trimex International Fze Ltd. Dubai Vs. Vedanta Aluminum Limited, India*.[17]

Having thus carefully considered the two letters of Videocon, we are of the view that it conveyed its acceptance to the terms of Addenda II and assurance to sign it by the letter dated 30 September 2010 that led to the formation of the contract which was not affected by the subsequent letter of 20 December 2010.

The case of Sistema is on a still worse footing. Sistema, unlike Videocon never raised any objection to the revised charges. It kept completely silent and then on 3 September 2010 signed the amended addenda in twenty (20) out of twenty two (22) circles. Even while signing the document in twenty circles it did not say to BSNL that it will not sign it in the remaining two circles. (Videocon too while signing Addenda II in the six (6) circles did not tell BSNL that it would not sign the document in the remaining circles). Here it may also be noted that though the UAS licence is granted by the Central Government circle-wise and for that reason the licensees and BSNL are required to enter into separate agreements in every circle, both Sistema and Videocon are single companies that operate in different circles under licences granted for the respective circles. In those circumstances when Sistema signed the amended addenda in twenty (20) out of twenty two (22)

[16] (2008) 1 SCC 503
[17] (2010) 3 SCC 1

circles without any murmur of protest, BSNL could legitimately think that the operator had accepted the revised charge for the entire country and the non-signing of the document in two circles was inconsequential.

In the attending facts and circumstances, it appears to us a classic case of acceptance *sub-silentio*.

Further, it may be recalled that apart from revising the charge for Level-I service calls, the amended addenda had also a fresh stipulation in regard to the technical arrangements vide clause 2.10.5. Videocon in its very first letter to BSNL, even while objecting to the revision of charge, committed to abide by the technical condition stipulated in the addenda. Sistema did not say anything on the matter. It is, however, undeniable that both Videocon and Sistema fully observed the technical requirements in all the circles where they had signed the addenda as also where they did not sign it. Having thus taken full advantage of BSNL network to avoid landing in the position in breach of the term of the UAS licence they cannot be heard to say that they are not obliged to pay at the rate fixed by Addenda II simply because they did not sign it. A contract must be deemed to have come into existence based on acceptance also in terms of section 8 of the Contract Act.

Much is sought to made of the contemporaneous bills given to the petitioners at the rate fixed by addenda I and it is argued that the impugned

demands are made retrospectively on the basis of internal circulars which are not binding upon the petitioners. In our opinion the submissions made on behalf of the petitioners are quite misconceived on both counts.

The issue of the bills raised by BSNL earlier at the rate fixed by addenda I can be seen in two ways. First, in view of the finding that a contract based on Addenda II had come into being on the basis of petitioners' acceptance in terms of sections 3 and 8 of the Contract Act, the issuance of the earlier bill would appear merely as an error on the part of BSNL that would not in any way relieve the petitioners from their liability under the contract. Secondly, on facts the more realistic explanation would be that it was an administrative oversight. BSNL is a very large organization. The local authorities at the circle level, under some misconception, issued the bills – a mistake that seems to have given the idea to the petitioners to try to retract from a contract that had already formed between the two sides. When the matter was examined at the central office and the mistake came to light fresh demands were raised for realization of the lawful dues of the BSNL.

The internal circulars of BSNL are similarly assailed by the petitioners on the assumption that the impugned demands are based on those circulars. The petitioners' liability to pay the demands arises from their acceptance of the terms of Addenda II and it is wrong to assume that the demands are based on those circulars. The circulars simply advise the circle level officers to rectify their

mistake by raising demands on the petitioners at the rate fixed by Addenda II and indicate the date from when that charge will be applicable (after 10 days from the date of issuance of Addenda II), 14 July 2010.

In view of the findings arrived at above, the case can be closed without any further deliberation. But having regard to the fervent plea made by the petitioners that their relationship with BSNL was based on a purely private, commercial contract we propose to take a brief look at the case from a different perspective.

In a large country like India where the entire country is divided into twenty two (22) service areas or circles and there are multiple service providers in each circle (and every service provider may not have presence in all the circles), any smooth working of the telecommunication system is inconceivable without inter-connectivity between networks of different service providers. Inter-connectivity is imperative for different purposes not only between mobile networks of different service providers but also between the mobile network of one service provider and the fixed-line network of another. The UAS licence, therefore, has several provisions that permit[18], encourage or mandate[19] the licensees to enter into inter-connect agreements. Further, in certain kinds of inter-connectivity, the terms of the agreement are regulated to varying degrees by statutory regulations whereas in other kinds of inter-connectivity the contracting parties are left free to come to

[18]e. g., clause 2.2 (a) (i) of the licence.
[19]e. g., clause 26.5 of the licence.

mutually acceptable terms. In case of inter-connectivity for calls from mobile phones to Level-I services, the licence provision uses the expressions "mutually agreed commercial arrangement" and this indeed gives the impression that each side has the complete freedom of contract. This is the premise on which the case of the petitioners is based and BSNL too purports to take a similar position in its letter dated 14 July 2010 (enclosing Addenda II) and the letters to Videocon referred to above. However, it would be interesting to see first, how the arrangement has worked out in reality and secondly, and more importantly, what may be the consequences if the dominant side in the arrangement takes it into its head to take the "freedom of contract" in a literal sense.

Though the licence clause uses the expression "independently or through mutually agreed commercial arrangements with other Service Providers", we have little doubt that the second option was meant to facilitate access to Level-I services to mobile subscribers of different licensees through the fixed line network of BSNL. At the material time there were a number of licensees operating as mobile service providers. As noted above, none of them was in position to provide access to its subscribers to Level-I services and discharge its obligation under the licence on its own. Every licensee was obliged to enter into inter-connect arrangements with BSNL all over the country. BSNL opened its network for sharing, possibly as desired by the government, and made inter-connect arrangements with all

mobile operators on a completely non-discriminatory basis. It entered into inter-connect agreements with all the mobile operators on a standard format with identical terms and conditions applying to everyone. The operators too, by and large, took the terms offered by BSNL collectively. Addenda I, fixing the charge for Level-I calls, was accepted and signed by every operator. Addenda II by which the charge was revised was also accepted and signed without difficulty by eight (8) out of the total number of twelve (12) operators in all the circles in which they operated. Videocon, of course signed it in six (6) and Sistema in twenty (20) out of twenty two (22) circles. Two other operators did not sign it any of the circles.

It may further be noted that all the twenty two (22) licences held both by Videocon and Sistema were quashed by the Supreme Court by its judgment and order dated 2 February 2012, passed in *Centre for Public Interest Litigation Vs. Union of India*[20].

Later on Videocon has been able to obtain fresh UAS licences in the service areas of UP (East), UP (West), Bihar, Madhya Pradesh, Gujarat and Haryana. In regard to access to Level-I services in those circles it is stated on its behalf as under:

> "……. The petitioner and the BSNL are in the process of negotiating the terms and conditions of the interconnect agreements that are to be entered into between them pursuant to which the formal agreements will be signed"

[20](2012) 3 SCC 1

Even though Videocon has no "formal" agreement with BSNL, having regard to the critical nature of the service we have little doubt that its subscribers in those service areas would be getting access to emergency services through BSNL network. *Otherwise Videocon would be in breach of one of the licence conditions and liable to cancellation of its licences.*

It is explained above that due to historical reasons concerning the development of telecommunication services in the country, the access to Level-I services to mobile subscribers was envisaged through BSNL network. As a result, for practical purposes, the responsibility for the service also got shifted to BSNL even though under the licence the primary obligation is cast upon the licensee. When the complaint came regarding emergency calls not reaching the correct destination, there is nothing to show that the licensee-mobile operator was called upon to explain. The complaint was passed on to BSNL and it was left to BSNL to develop and upgrade the systems. We also find that even though an operator may not be having any formal agreement in this connection for certain period, BSNL would desist from discontinuing the service to the operator's subscribers on account of the crucial nature of the service.

This is how the arrangement appears to have worked out in reality and to our mind this is another good reason to disallow the petitioners' case for non-payment of the impugned demands.

Let us now examine the licence provision, not as it has actually worked out but objectively and in the abstract. The plain language of the clause ("mutually agreed commercial arrangement") gives the freedom of contract to both sides in equal measures. To put the matter more clearly, for arriving at the mutually agreed commercial arrangement, BSNL enjoys an equal degree of freedom and it cannot be subjected to the limitations inherent to the State and its instrumentality in terms of article 12 of the Constitution. It also goes without saying that in an arrangement of the kind in question BSNL is by far the dominant side. It is thus open to BSNL to stipulate conditions that may be extremely stringent and difficult to be met by a licensee-operator. For instance, BSNL might take the position that unless Videocon pays the impugned demands and withdraws its cases from the Tribunal, it would not enter into any negotiation with it for providing access to its subscribers to Level-I services in the six circles where it has obtained fresh licences and where it is still in negotiation to enter into the arrangement with BSNL. Such demand, if not met by Videocon would in all likelihood put it in breach of the licence condition; more importantly it would deny the subscribers of Videocon access to emergency services and would be highly detrimental to the telecommunication services in the country. But the question is what is the *legal* check against BSNL in such a situation. We are unable to find any, apart from some administrative fiats that might be issued by the Ministry of Communication.

The above discussion is intended to draw the attention of the licensor and the regulator in regard to the mismatch between how the licence clause is cast and how the arrangement was in reality intended to play out; more importantly, there is another mismatch between the parties who are most likely to come together to provide for the arrangement. It needs to be considered by the licensor and the regulator whether the arrangement for something as critical as emergency calls to Level-I services is fit to be left to the "mutual agreement" of the parties or it should be brought under regulation at least to the extent of charges realizable by the service provider.

In view of the detailed discussions made above, we find no merit in these petitions. All the petitions are accordingly dismissed but with no order as to costs.

…….
(AftabAlam)
Chairperson

…….
(Kuldip Singh)
Member

/sks/