TELECOM DISPUTES SETTLEMENT & APPELLATE TRIBUNAL
NEW DELHI

Dated 13th March, 2019

Telecommunication Petition No.38 of 2017

Vodafone Idea Ltd. … Petitioner

Versus

Union of India … Respondent

BEFORE:

HON'BLE MR. JUSTICE SHIVA KIRTI SINGH, CHAIRPERSON
HON'BLE MR. A.K. BHARGAVA, MEMBER

For Petitioner	:	Mr. Meet Malhotra, Sr. Advocate Mr. Manjul Bajpai, Advocate Mr. Jagjit Singh Sahni, Advocate Mr. Ravi S S Chauhan, Advocate Ms. Pallak Verma, Advocate Ms. Pallak Singh, Advocate
For Respondent	:	Mr. Dhruv Tamta, Advocate

ORDER

By S.K. Singh, Chairperson – Originally, this petition was preferred by (i) Vodafone India Ltd. and (ii) Vodafone Mobile Services Ltd. Later on, in

2018 these two petitioners merged with Idea Cellular Ltd. which was changed to Vodafone Idea Ltd., now the sole petitioner.

2. Earlier the petitioners held CMTS licence since 1994/1995 and UAS licence since 2006. The petitioner presently holds Unified Licence. It is not in dispute that Micro Wave(MW) frequencies were allotted to the petitioner in 1995 and continued under various licences as held from time to time. Petitioner is operating the MW frequencies for more than two decades. The dispute falling for determination in the present petition is because of a change to the Guidelines dated 16.10.2015 issued by the respondent/Department of Telecommunications (DoT) and to a letter dated 24.01.2017 whereby DoT informed the petitioner that in accordance with the Guidelines, the MWA/MWB frequency carriers may be reassigned after the applicants submit their undertaking and enter into the frequency agreement, referred to in Para (b) of the Guidelines. The petitioner was requested to submit the undertaking and enter into frequency agreement so that petitioner's request for reassignment of MWA/MWB carriers may be considered. The impugned Guidelines as well as the letter are part of **Annexure A(Colly.)**.

3. Before considering the grounds of challenge argued at length by learned senior counsel for the petitioner, Mr.Meet Malhotra, it would be useful to take note of relevant facts in brief. For the purpose of explaining the difference between the MW Access carriers which are generally assigned in the frequency

bands of 10 GHz and beyond and in India currently in 13 GHz, 15 GHz, 18 GHz and 21 GHz bands and the MW Backbone carriers which are usually assigned in frequency bands below 10 GHz, currently in India in 6 GHz and 7 GHz bands, the petitioner has given the technical details. The details show that in a Mobile Network, the mobile handset is connected to cell site/Base Transceiver Station (BTS) through Access GSM Spectrum, the BTS is connected to Base Station Controller (BSC), if through wireless, on MW Access frequencies and the BSC is then connected to Mobile Switching Centre(MSC) through MW Backbone frequencies. The MW links in the role of backhaul spectrum ensure expeditious connectivity and are thus important. The subject matter of the present petition is petitioner's claim that these carrier frequencies stand allotted to them at an agreed rate or charge and therefore, the respondent cannot alter the agreed terms of the allotment including the charges, unilaterally. In other words, the petitioner claims a right to have the quantum of MW Access frequencies which it has been using since long and also a right to have them at charges already agreed. For this purpose, it has relied mainly upon terms of a package offer made by the respondent on 18.04.2002 which was accepted by the petitioner and several other telecom operators leading to a concluded contract (2002 Contract).

4. The 2002 Contract, according to petitioner, provides for the terms and conditions for Micro Wave Spectrum Assignment and Charges on Revenue

Share Basis with effect from 18.04.2002. The offer letter dated 18.04.2002 along with letter of acceptance dated 23.08.2002 have been annexed as **Annexure C (Colly.)**. Petitioner has placed emphasis on Paras 2, 3, 3.1 and 7 of the offer letter.

5. Before proceeding further, it is noted that a careful reading of the order contained in letter dated 18.04.2002 shows that it related to the subject of Spectrum Charges for MW Access and Backbone networks of cellular operators. Para 2 of the letter relates to various factors which would govern assignment of frequencies for MW Access and MW Backbone networks for cellular operations. The respondent emphasized that the migration to revenue sharing concept was to simplify the system for charging of a spectrum and in no way it should be linked to the grant of frequency spectrum, for which the rights were kept reserved with the Government. The percentage of AGR in different situations, to be levied as the spectrum charges for MW Access networks (normally in the frequency band of 10 GHz and beyond) was prescribed. Separately, spectrum charges were also specified for MW Backbone networks (generally below 10 GHz frequency bands). It was also specified that assignments of MW Access and Backbone frequencies would not be exclusive for any service provider and will be shared with other services/users. Para 7 of that order indicates that the package was offered for unconditional acceptance with a view to end all legal proceedings in respect of spectrum charging. It was

also indicated in that Para that the cellular operators should pay the outstanding dues of spectrum charges in accordance with the applicable Government of India orders within a month from the date of this order which was made effective from the date of issue. As noted above, the letter of acceptance dated 23.08.2002 was sent to the respondent by the Cellular Operators' Association of India on behalf of its members. The spectrum charges on percentage revenue share were thus accepted along with condition to withdraw all legal proceedings with regard to spectrum charging.

6. Petitioners have annexed several orders of the Government whereby assignment/allocations of MW Frequencies were done before 2002. In one letter dated 06.02.2001 addressed to M/s Aircel Digilink India Ltd., while making allocation of frequency bands for MW Access network, several conditions were indicated, with stipulation that licence fee/royalty charges will be communicated separately and that the decision is valid for one year.

7. On 03.11.2006, DoT issued an order dated 03.11.2006 to increase the MW charges for the 1st to 6th carriers. Through another amendment dated 10.11.2008, the increase was made upto 11th carrier. These came to be challenged by COAI/petitioner through **Petition No.122 of 2007** (**COAI & Ors. Vs. DoT & Anr.**) in TDSAT. This Tribunal vide judgment dated

22.04.2010 set aside the said orders on the ground that bilaterally agreed rates could not be altered by respondent unilaterally nor was there any rule framed by the respondent for providing such increase in the charges. Respondent preferred Civil Appeal No.2018 of 2011 before the Hon'ble Supreme Court and the said Appeal is said to be still pending but without any interim order of stay. In that view of the matter, the petitioner asserts that the 2002 rates hold the field on account of a concluded contract and so long as the aforesaid judgment of this Tribunal is not varied or set aside, the same rate would govern the parties.

8. However, it is not in dispute that UAS licence for different service areas began to expire in November 2014 onwards on account of expiry of the term of 20 years. The respondent issued Notice Inviting Applications (NIA) on 12.12.2013 for auction of main spectrum (GSM) in 900 MHz and 1800 MHz bands. This auction for GSM spectrum was held in February 2014. Clause 2.2 of NIA deserves to be noticed for the reason that according to petitioner, this clause does not apply to such bidders who already hold main spectrum and therefore, Backhaul spectrum. But the stand of learned counsel for the respondent is to the contrary. This clause reads as follows:

> "2.2 Backhaul Spectrum Allotment of spectrum for individual point-to-point fixed links i.e. Microwave Backhaul Spectrum would be subject to separate application and the allotment of the same is not linked to the compliance of roll out obligations. The allotment of backhaul spectrum is subject to the usual processes, terms and conditions, and applicable charges.

> The Government shall make available spectrum for these purposes under the terms and conditions specified by the WPC Wing, subject to availability. However, it must be noted that these frequencies are not part of the Auctions, and payment of the Successful Bid Amount does not ensure allotment of backhaul spectrum. Separate charges as prescribed from time to time, are payable for backhaul spectrum."

9. It is not in dispute that as per normal practice the telecom operators seek clarifications on issues arising from the NIA and DoT furnishes the required clarifications or answers which are binding on DoT and are treated as part of NIA. Such queries and responses in relation to NIA are included in **Annexure J**. Stress was laid on question No.146 and 258 whereby DoT was required to confirm that the clearances and approvals already taken by the licensees whose licences were to expire soon will continue to be valid and there will be no requirement to apply and take such clearances and approvals afresh, assuming that the licensee acquires UL before expiry of its current licence in 2014 and also succeeds as a bidder for spectrum. It was emphasized in the questions that this was relevant to ensure continuity and quality of service to consumers. In question No.258, it was noted that the NIA treats the existing licensees as new entrants, hence, DoT may confirm, *inter alia*, that All Backhaul spectrum – Access and Backbone, would remain unchanged. This confirmation was also sought to ensure the continuity of business and customer services. The answers were common and sought a reference to amendment No.2 to the NIA. That

amendment dated 02.01.2014 is in **Annexure K**. By that, clause 3.6.3: Resources Transfer, was added and it reads as follows:

> "12 Clause No. 3.6.3: Resources Transfer:
>
> This para is added and may be read as:
>
> The Resources, coverage test certificates issued to existing licensees as a part of compliance to roll-out obligations and the service authorisations already granted to existing licences whose licences are expiring in 2014 and are treated as new entrant, will be transferred to the respective authorisations for Access Services under Unified Licence for that service areas."

10. Petitioner claims that the relevant queries are widely worded and cover continuity of rates also for the MW carrier spectrum. On the other hand, the stand of the respondent is that the old licences were not renewed and on the basis of the expiring licences the operators could not get any rights except what finds specifically mentioned in clause 6.3.3 which does not include charges for the Access services. The Amendment No.2 was only to ensure, to the extent possible, the continuity of business and service to consumers by assuring resources transfer but no concession was granted in respect of terms and conditions or charges for such resources.

11. Before considering the rival contentions in details it may be noted that through letter dated 14.03.2014, DoT clarified that the terms and conditions in the NIA along with their amendments/responses to queries raised in the NIA

shall form part and parcel of the licence agreement of M/s Vodafone India Ltd. in Mumbai Service Area and other different service areas.

12. It is also important to note that the guidelines for grant of Unified Licence dated 08.01.2014 were amended through notification dated 13.11.2014, by adding clause 8.4. This clause reads as follows:

> "8.4 The Resources, except the spectrum won in the auction, coverage test certificates issued to existing licensees as a part of compliance to roll-out obligations, extant permissions for deployment for Foreign Nationals and the service authorisations already granted to existing licenses whose licenses have expired/are expiring in future, will be reassigned/ revalidated to the respective authorisations under new Unified Licence for that service areas, unless any specific situation requires a review. This shall be subject to realisation of charges/fees for each resource as applicable in conformity with the extant guidelines/instructions.
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> Resources shall mean Mobile Country Code (MCC), Mobile Network Code (MNC), Access Code, Signalling Points Codes (SPC), Location Routing Number (LRN). Telemarketers Numbers and Frequency for Microwave backhaul, Very Small Aperture Terminal (VSAT) clearances from Network Operation and Control Centre (NOCC), Frequency Allocation (SACFA) clearances and other administratively assigned frequencies."

13. The aforesaid clause of the guidelines was added after the auction had already been held in February 2014 as per the new Policy and the NIA. The new Policy had come prior to the auction. It unbundled the right to use the

spectrum from licenses and required spectrum to be auctioned for winning the right to use it for a specified period. In a specific situation, DoT claimed a right to review but otherwise the licensees who already had the resources were assured that these resources will be reassigned/revalidated under new unified licences. However, this was with a caveat that it shall be subject to realisation of charges/fees for each resource as applicable in conformity with the extant guidelines/instructions. It has been submitted by learned counsel for the petitioner that only the dictionary meaning of "extant" is relevant and therefore, the stipulation in the guidelines is to realise charges/fees as per provisions in the "surviving/still-existing" guidelines or instructions. Under clause 11 of the guidelines for grant of unified licence, the licensor could issue the amendment to the guidelines and such exercise of power is not under challenge.

14. On behalf of petitioner, submission has been advanced that the new rates of 2006 (amended on 10.11.2008) were no doubt incorporated in the new Frequency Allocation Agreement with Infotel(now RJIO) but this was under the agreement and therefore, bilateral. According to petitioner, those rates cannot be applied to the petitioner because the terms of the NIA stood modified by the queries and answers in respect of the said NIA. The answers conveyed to the petitioners are assurance that DoT would ensure revalidation/reassignment of resources including MW frequencies. Further, according to petitioner, revalidation or reassignment was to be subject to charges/fees but the same has

to be in conformity with the extant guidelines/instructions. This has to be as per rates of 2002 because petitioner was being charged at those rates only till it acquired the new UL. For this, reliance has been placed also on the amended clause 8.4 as per amendment to UL guidelines dated 28.03.2016 which reiterates that fee shall be as per the extant guidelines/instructions. The impugned guidelines dated 16.10.2015 and the letter dated 24.01.2017 are alleged to be arbitrary and bad in law in view of submissions noted above.

15. According to learned counsel for the petitioner, the respondent has not given a fair treatment to petitioner's request to reassign/revalidate the MW frequency and other resources, as made on 30.09.2014 and reiterated on 25.11.2014. Failure of DoT to implement its policy and assurance *qua* MW frequencies has led to filing of this petition. A strong grievance has been raised that through the impugned letter, the respondent is forcing the petitioner to give consent to illegal demands and conditions raised by DoT only with a view to give a colour of bilateral agreement to the attempt to revise the rates as well as conditions of allotment of MW frequencies. According to petitioner, the respondent must be held bound by its promises for reassignment of MW frequencies on "extant" rates of 2002.

16. On behalf of petitioner, reliance has been placed on the judgment of Hon'ble Supreme Court in **Reliance Energy Ltd. & Anr. Vs. Maharashtra State Road Development Corporation Ltd. & Ors.; (2007) 8 SCC 1**. Paragraphs 38 and 39 of this judgment support the submission that even in matters of contracts and tenders, the terms and conditions must show norms and benchmarks and the attributes of legal certainty. Legal certainty is an important aspect of rule of law. Vagueness or subjectivity in norms and benchmarks is likely to result in unequal and unfair/discriminatory treatment and that would violate the doctrine of "level playing field". If the norms and benchmarks are certain and clear, then on that basis different views and opinions can be expressed in the exercise of contractual powers by the State. There can be no quarrel with the above doctrine. But it remains to be seen whether the petitioner can succeed on this principle of law. Petitioner has placed reliance upon judgment of the Apex Court in the case of **ABL International Ltd. & Anr. Vs. Export Credit Guarantee Corporation India Ltd. & Ors.; (2004) 3 SCC 553** and two other judgments, in support of the proposition that Article 14 extends to contractual matters also and thus it governs and regulates conduct of State activity in contractual field. It has been highlighted that Article 14 can prohibit the State from taking a rigid stand – "take it or leave it". The essential details which may include price should be made known at the time of contract. This propositions have not been challenged and therefore, these judgments including the judgment of this Tribunal in **Petition No.518 of 2011** [**Vodafone Mobile**

Services Ltd. & Ors. Vs. Union of India(DoT)] need not be discussed in detail. In the latter judgment, it was held that questions and answers to NIA are binding on DoT.

17. It would be appropriate now to notice the stand of respondent. Learned counsel for the respondent submitted that the first National Telecom Policy of 1994 caused some distress to the telecom operators and hence, the Union of India opted for the 1999 Policy and introduced the policy of Adjusted Gross Revenue (AGR) so that licence fee could be worked out as a definite percentage of AGR to be determined in consultation with TRAI. The telecom operators gave their consent and as a result the existing licensees, through bilateral agreements migrated to the new regime. In or about 2010, another new Policy was evolved so as to unbundle licence and spectrum. The spectrum allocation was to be through auction and the licence was to be a Unified Licence (UL). The old licences were due to expire from 2014 and could be, in theory, extended by 10 years but the extension was ruled out for the reason of policy of auction for winning the spectrum. This policy of auction came to be supported by the judgment of Supreme Court reported in 2015 in the case of **Bharti Airtel Ltd. Vs. Union of India and connected matters; (2015) 12 SCC 1** which refused to interfere with DoT's decision not to extend the existing licenses.

18. It is further submitted by learned counsel for the respondent that after the end of old licences by efflux of time, all the arrangements made thereunder ceased to exist. Instead of renewal, new licences were required to be obtained in accordance with a new Policy which included a clear Policy even in respect of the Backhaul spectrum. Copy of complete NIA was produced to point out that clause 3.2 provides that all the existing licensees shall be treated as "new entrant" for the service areas in which they do not hold spectrum at present but shall be treated as "existing licensee" in those service areas in which they already hold spectrum. This was defined for the purposes of Associated Eligibility Conditions. Clause 2.2 relating to the Backhaul Spectrum has already been noted and extracted earlier. Strong reliance was placed upon the last sentence in clause 2.2 which stipulates that separate charges as prescribed from time to time are payable for Backhaul spectrum. Similar emphasis was placed upon 13.11.2014 amendment to the guidelines of 08.01.2014. Clause 8.4 has also been noted earlier and extracted. This clause, for all practical purposes, assures that the resources issued to existing licensees would be reassigned/revalidated but shall be subject to realisation of charges/fees in conformity with the extant guidelines/instructions.

19. On the basis of aforesaid provisions in the NIA and the guidelines, it has been vehemently urged that DoT as the licensor has clearly reserved its right to levy charges for each resource in conformity with the extant

guidelines/instructions. Such a provision entitles the respondent to charge the rates as prescribed in 2006 with amendment in 2008.

21. It has been further submitted that the rates of 2006 were quashed by this Tribunal on the basis of terms and conditions of licence and agreements thereunder, then existing but those are no longer available in view of fresh UL and the stipulations in the NIA for auction of main(GSM) spectrum and the relevant guidelines of 2014. According to learned counsel for the respondent, the judgment of this Tribunal was not *in rem* so as to strike down the 2006 rates against the entire world, rather it was limited to setting it aside *qua* the petitioner on some limited grounds such as there being no rules under which the new rates could be prescribed as per requirement of the then licence and that the modification in the rates ought to have been done bilaterally because it involved modifying a bilateral agreement.

22. To support his contention that the rates of 03.11.2006 could and did survive even after that order was set-aside in one case for limited reasons, learned counsel for the respondent has placed reliance upon judgment of the Hon'ble Supreme Court in the case of **State of Kerala Vs. M.K. Kunhikannan Nambiar Manjeri Manikoth, Naduvil(Dead) & Ors.; (1996) 1 SCC 435**. In Para 7 of that judgment it was observed that "even a void order or decision

rendered between parties cannot be said to be non-existent in all cases and in all situations." Such void order or decision will remain effective until it is successfully challenged in a higher forum. It was emphasized that the word "void" has a relative rather than an absolute meaning. Reliance was also placed on another judgment of the Apex Court in **Krishnadevi Malchand Kamathia & Ors. Vs. Bombay Environmental Action Group & Ors.; (2011) 3 SCC 363**. In Para 19 of that judgment, after reviewing a large number of earlier judgments, the Court held that "the order may be void for one purpose or for one person, it may not be so for another purpose or another person." Learned counsel for the respondent has also pointed out that the judgment of this Tribunal dated 18.07.2011 in **Petition No.116 of 2007** (**Annexure R-1** to the counter affidavit) rejected a challenge to the order dated 03.11.2006 when the challenge was made by Association of Unified Service Providers of India and others, who were using CDMA technology. Para 66 of that judgment supports the aforesaid contention.

23. There appears merit in the above submission that the order dated 03.11.2006 prescribing the rates for MW frequencies cannot be treated as non-existent either in law or on facts. It was for limited reasons that the rates of 2006 were not permitted to be applied to the petitioners of Petition No.122 of 2007. That judgment did not declare the 2006 order to be void *ab initio* and subsequently, as noted above, in another judgment of 18.07.2011, this Tribunal

upheld the validity of 2006 order vis-à-vis another set of petitioners. That demonstrates that the order of 2006 does not suffer from fundamental defects so as to render it void *ab initio*. Learned counsel for the respondent has placed for our perusal a number of Frequency Agreements of 2011 and 2014 to show that the rates of 2006 as amended later have been prevailing and are being paid by several cellular operators and therefore, there is no difficulty in holding those rates to be in conformity with the extant guidelines/instructions.

24. Learned counsel for the respondent referred to the queries and answers relating to the NIA to point out that no question touched the issue of charges or rates for the resources. The amendment also did not assure reallocation or reassignment of the resources at the 2002 rates. The fact that rates of 2006 and 2008 were operational to the knowledge of TSPs has been highlighted by demonstrating that after the setting aside of orders for enforcing 2006 rates by this Tribunal on 24.02.2010, Idea Cellular Ltd. entered into agreements for seven service area under UL. In these Frequency Agreements, Idea Cellular accepted to pay at the 2006 rates. One of the said areas of Idea, Calcutta, is now with petitioner, Vodafone, and for that area the rates being charged are of 2006 as modified in 2008. According to learned counsel for the respondent the 2006 rates have not become *non est* and many TSPs are being charged for backhaul frequencies on that basis. Hence, now when the old licence agreements whereunder the parties had bilaterally agreed for the 2002 rates are no longer in

existence due to efflux of time, there is no legal impediment in the way of the respondent in treating the 2006 rates as modified in 2008 to be the extant rates at which the charges for the backhaul spectrum can be levied in terms of the stipulations in the NIA and the guidelines of 2014, including its amendment. According to learned counsel, the reasons for which this Tribunal had set-aside the 03.11.2006 order to increase the MW charges are no longer relevant and the petitioner has no right to claim that it is entitled to be charged only as per 2002 rates.

25. On a careful consideration of the rival submissions it is found that petitioner has failed to show and establish any right either under the NIA or through the questions and answers relating to NIA or from the guidelines of 2014 and its amendment that the respondent is under an obligation to charge for the backhaul spectrum as per 2002 rates. It is also found that 2006 rates as amended in 2008 have been applied even after the judgment of this Tribunal in **Petition No.122 of 2007** and since those rates are prevailing and being paid by several cellular operators, the extant guidelines/instructions for realisation of charges/fees for the backhaul spectrum would include the 2006 rates. The reasons for which these rates could not be applied to the old licensees are no longer subsisting on account of lapse of the old licences due to the efflux of time. The main issue is thus answered in favour of the respondent and against the petitioner.

26. However, another important aspect of the controversy remains to be decided. The impugned guidelines dated 16.10.2015 and also the impugned letter dated 24.01.2017 issued by DoT disclose that the respondent is under a perception that the licensees whose licences have expired in November, 2014 or whose licenses are expiring thereafter have no right to hold the carriers and that the existing right is purely provisional and unless such licensees sign on the dotted lines of a proforma Frequency Agreement for MW Access and MA Backbone Network, they shall loose the right to have these carrier frequencies.

27. We have no hesitation in holding that the respondent have given full assurance and promised the old licensees that on winning the spectrum in auction, their existing resources would be made available to them. However, among the rights reserved by the respondent is the right to determine the rates or charges for such resources which have to be as per extant guidelines/instructions. For establishing the right to revise the guidelines or instructions relating to rates, the respondent has been ill-advised to force the TSPs to enter into bilateral agreements. Such forced agreements for the purpose at hand cannot be a fair action on the part of the respondent. Through the NIA and the questions and answers, the petitioner and others like the petitioner were assured that if they win the major spectrum, the backhaul spectrum and other resources already enjoyed by them shall be continued subject to payment of

charges/fees for each of the resource in conformity with the extant guidelines/instructions. The respondent cannot be permitted to act in an arbitrary manner with respect to petitioner and similarly situated licensees so as to coerce them to pay the charges/fees through a forced bilateral agreement by extending the threat of losing the backhaul spectrum if they do not sign on the dotted lines. The permissible charges/fees can be realised by the respondent even in absence of an agreement for that purpose. Of course, it could not have been done earlier under the old licence when the rate had been implemented through a bilateral agreement. Those agreements are no longer binding because of expiry and non-renewal of then existing licences. The new licenses can be and have been issued on fresh terms and conditions. The respondents are equally bound by their policy as reflected by the terms and conditions of NIA. Charges/fees can be fixed and revised from time to time in the light of these and in accordance with law and the principle of "level playing field".

28. In view of aforesaid discussion, we hold that the impugned guidelines dated 16.10.2015 cannot be applied to the petitioner or similarly situated licensees. For the same reason, the impugned letter dated 24.01.2017 is set-aside because it reiterates that only when the petitioner will submit the undertaking attached to the impugned guidelines and sign the Frequency Agreement discussed earlier, then the respondent shall reassign the MWA/MWB frequency carriers.

29. As a result, the petition is allowed to the extent indicated above but without any relief on the issue of rates. The respondent has the right to charge the petitioner and similar licensees from any future date that may be notified so as to make the 2006 rates applicable to the petitioner and other similar service providers who are entitled to earlier resources, as discussed earlier. The 2006 rates along with the existing subsequent amendments can be safely treated as rates for the present, in accordance with the extant guidelines/instructions. Subject to payment of the lawful charges for the MWA/MWB frequency carriers, the petitioner are held entitled to revalidation/reassignment of such frequency carriers in view of the policy and assurance/promise already noticed.

29. In the facts of the case, there shall be no order as to costs. The petition stands disposed of along with any application, if pending.

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(S. K. Singh, J)
Chairperson

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(A.K. Bhargava)
Member

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