



.....Appellant

* IN THE HIGH COURT OF DELHI AT NEW DELHI

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+ <u>FAO(COMM) 330/2025, CM APPL. 73920/2025, CM APPL. 73921/2025, CM. APPL. 73922/2025 & CM. APPL. 73923/2025.</u>

M/S TRINET SOLUTIONS PVT LTD., THROUGH ITS AUTHORIZED REPRESENTATIVE, MR. SUDEEP KUMAR SRIVASTAVA, AT 122/172, SILVER OAK APARTMENTS,

DLF PHASE-I, GURUGRAM (HR.)

Through: Ms. Babita Seth, Advocate versus

M/S GARG AUTOMATIONS AND CONTROLS., C-2/1, THIRD FLOOR, CHURCH COMPOUND, SUKHDEV VIHAR, NEW DELHI 1 10025Respondent

Through: Nemo

+ <u>FAO (COMM) 331/2025, CM. APPL. 73924/2025, CM.APPL. 73925/2025, CM. APPL. 73926/2025, CM. APPL. 73927/2025 & CM. APPL. 73928/2025.</u>

TRINET SOLUTIONS PVT LTD.,

THROUGH ITS AUTHORIZED REPRESENTATIVE,
MR. SUDEEP KUMAR SRIVASTAVA,
AT 122/172, SILVER OAK APARTMENTS,
DLF PHASE-I, GURUGRAM (HR.)Appellant

Through: Ms. Babita Seth, Advocate versus

GAC COMPUTERS (P) LTD.,

C-2/1, THIRD FLOOR, CHURCH COMPOUND, SUKHDEV VIHAR, NEW DELHI- 110025Respondent Through: *Nemo*

CORAM:

HON'BLE MR. JUSTICE NITIN WASUDEO SAMBRE HON'BLE MR. JUSTICE ANISH DAYAL





JUDGMENT

ANISH DAYAL, J.

- 1. These appeals have been filed by appellant under *Section 37* of the Arbitration and Conciliation Act, 1996 ["*A&C Act*"] assailing the impugned judgment/order dated 13thAugust 2025, passed by the District Judge (Commercial Court)-01, Patiala House Courts, New Delhi, dismissing the petitions under *Section 34* of A&C Act, which challenged the arbitral awards dated 09thApril 2019 passed in both these matters. The arbitral awards were passed by the Sole Arbitrator, wherein the Arbitral Tribunal ["*AT*"] allowed Claim nos. A, B and C of the respondents/claimants.
- 2. Though, these two appeals arise out of two independent arbitral awards, they concern two separate computer rental agreements executed by appellant with two sister concerns, who are the respective respondents in both these matters. The agreements are similarly worded and executed on the same date, 2nd March 2007, and the disputes involve common questions of law, with minor differences in the factual matrix and the quantum of claims.

Factual Background

3. Respondent had agreed to supply computer systems on rent through agreements dated 14th April 2007 in *FAO* (*COMM*) 330/2025) [hereinafter referred as "*First Appeal*"] and 01st March 2007 in *FAO COMM* 331/2025 [hereinafter referred as "*Second Appeal*"].





- 4. *Mr. Jogesh Pariwal*, who was holding the position of Marketing Manager, was the authorized person who signed the agreement on behalf of respondents. Respondents who were the claimants in the arbitration, alleged that they had supplied computer systems on rent to the appellant and that sums of *Rs. 9,87,873/-* in *First Appeal* and *Rs. 6,77,553.42/-* in *Second Appeal*, was not paid by the appellant.
- 5. In Section 34 A & C Act proceedings, appellant, inter alia, took the plea that no amount was due, as respondents had not taken into account the debit notes dated 31st March 2010 [Ex. RW1/2] and [Ex. RW1/3]. When this was brought to the notice of respondents, plea taken by respondents was that the debit notes were not received by Mr. Jogesh Pariwal, and were false and fabricated.
- 6. It was alleged by the respondents that the debit notes had been prepared subsequently by the appellant, with the help of *Mr. Jogesh Pariwal*, who had absented himself from company work since 24th December 2014, without informing the respondents, and that there was an ongoing dispute between *Mr. Jogesh Pariwal* and respondents. In fact, a complaint against *Mr. Jogesh Pariwal* and other conspirators had been lodged by respondents at Police Station [*P.S.*] New Friends Colony.
- 7. Appellant alleged that the complaint specifically mentions that *Mr*. *Jogesh Pariwal* was in service till 2011 and was again appointed on 1st January 2014, and thereafter absented himself since 24th December 2014. In the complaint, respondents alleged that the debit note bore the signatures of *Mr*. *Jogesh Pariwal*, but that he had neither submitted the letter nor the debit note to respondents at any point of time. Thus, it was





alleged to be forged and fabricated by *Mr. Jogesh Pariwal* with the intention of cheating, and consequently, a case under Sections 406/420/464/465/467 of the Indian Penal Code 1860 ["*IPC*"] was registered against *Mr. Jogesh Pariwal* and others.

- 8. Appellant contended that the issue was internal between *Mr. Jogesh Pariwal* and respondents/claimants, and that the appellant had dealt with *Mr. Jogesh Pariwal*, who was the authorized representative, and therefore could not be condemned for the acts or omissions of *Mr. Jogesh Pariwal*.
- 9. Onus to prove *Issue No.* 7 ["Whether the Respondent have issued debit note dated 31:03.2012, if so, to what effect?"] was on appellant, and it was discharged. Respondents/claimants did not provide any evidence or rebuttal. If the debit note was taken into account, nothing remained payable.
- 10. It was alleged that the District Judge had cursorily dealt with this particular aspect in *paragraph 19* of the impugned judgment, even though, it was clear that the Arbitrator's decision was in violation of public policy, as it had not considered material evidence, namely, the debit note signed by *Mr. Jogesh Parival* on 31st March 2010, even before the filing of the statement of claim.

The Arbitral Award

- 11. Following issues were framed by the Arbitrator in the *First Appeal*:
 - "i. Whether the claim filed by the proprietorship concern is maintainable? OPC
 - ii. Whether the Claimant is entitled to sum of Rs.9,87,873/- from the Respondent? OPC
 - iii. Whether the Claimant is entitled to interest, if so, at what' rate and for what period? OPC





- iv. Whether the claim is barred by limitation? OPR
- v. Whether the claim is barred by limitation having been filed one and half years after the date of the order dated 18.02.2013 passed by the Hon'ble High Court of Delhi? OPR
- vi. Whether there was any deficiency in service rendered by the Claimant? OPR
- vii. Whether the Respondent have issued debit note dated 31:03.2012, if so, to what effect? OPR
- viii. Whether the legal notice dated 09.03.2012 served on the Respondent ?OPC "
- 12. Following issues were framed by the Arbitrator in the *Second Appeal*:
 - "i. Whether the claim has been filed by a duly authorised and competent person? OPC
 - ii. Whether the Claimant is entitled to sum of Rs.6,77,553/- from the Respondent? OPC
 - iii. Whether the Claimant is entitled to interest, if so, at what rate and for what period? OPC
 - iv. Whether the claim is barred by limitation? OPR
 - v. Whether the claim is barred by limitation havi.ng been filed one and half years after the date of the order dated 18.02.2013 passed by the Hon'ble High Court of Delhi? OPR
 - vi. Whether there was any deficiency in service rendered by the Claimant? OPR
 - vii. Whether the Respondent have issued debit note dated 31.03.2012, if so, to what effect? OPR
 - viii. Whether the legal notice dated 09.03.2012 served on the Respondent? OPC"
- 13. By order dated 6thApril 2016, the recording of evidence in both matters was consolidated. All issues were decided in favor of





respondents/claimants. Interest was granted at 6% per annum w.e.f., 9^{th} March 2012 till the date of the award, and thereafter 9% per annum from date of award till realization along with costs quantified at Rs. 50,000/-.

- 14. Focus of appellant was on *Issue No.7*, relating to the issuance of the debit note dated 31st March 2012. Therefore, relevant findings of the Arbitral Tribunal need to be considered.
- 15. Appellant had contended that since there was deficiency in service in relation to the quality of computer systems and accessories supplied, they were compelled to raise a consolidated debit note [Ex. RW-1/3] along with letter of the same date [Ex. RW-1/2] and these deficiencies were brought to notice of respondents through its authorized representative Mr. Jogesh Pariwal who had received debit note and the letter under his signatures.
- 16. Respondents/claimants through witness *CW-1* deposed that a resident engineer was stationed in the premises of appellant at Delhi who would carry out repairs immediately and that they were supplying spare parts to the appellant. The receipt of the letter and the debit note was categorically denied and it was alleged that the documents were false and fabricated.
- 17. It was further stated that the debit note was never accepted or approved by respondents/claimants and, therefore, respondents had no right even on that basis. Further, there was no clause in the agreement regarding deduction of penalty, nor any suit or counterclaim had been filed by appellant. During the entire period of the transaction from the date of





installation till March 2009, no debit note was issued and not even a single complaint was made by the appellant regarding the services.

- 18. In March 2009, all systems were returned back to respondents and if there was any deficiency, it would have been reported. The Arbitral Tribunal noted that appellant had not placed on record even a single letter whereby they pointed out deficiencies during the period from 2007 to 2009.
- 19. The alleged letter of 31st March 2010 is much after the return of the computer systems to the respondents. *RW-1* during cross-examination stated that he was informed about the letter dated 31st March 2010, having been given to *Mr. Jogesh Pariwal* by the Finance Department.
- 20. AT also noted that though the letter refers to losses in the Financial Year 2007-2008 and 2008-2009, it was unexplained as to why appellant could not raise the debit note upon respondents in those financial years and why it waited till 2010 to raise the same.
- 21. Even though, appellant had relied upon a statement of account *Ex. RW-1/4* to show a penalty/claw back amount of *Rs. 16,45,169/-* deducted, due to quality of work, in Financial Year 2008-2009 and Financial Year 2009-2010 but did not bring on record any document showing the reason for this deduction. AT noted that there was no correlation between the documents *Ex. RW-1/2* and *Ex.RW-1/4*. *RW-1* admitted that no intimation was given to the respondents/claimants regarding the amount deducted on account of penalty/claw back. Further, AT notes that no steps had been taken to recover the said amount imposed as a penalty/claw back at the relevant time.





- 22. Further, that the requisite Tax Deducted at Source [*TDS*] was deposited with the revenue on amounts to be paid to respondents under the agreements. AT notes that there was no reason why chose to continue the arrangement with respondents for the long period between 2007 to 2009 when in the first financial year 2007 to 2008, appellant was stated to have suffered losses of on account of poor quality.
- 23. AT further notes that the contents of the letter dated 31st March 2010 do not inspire confidence and inconsistencies between the letter, debit note and the statement of account give credence to the submission of the claimant respondents that it was a fabricated document and, therefore, concluded it had no relevance to the case.

Impugned Judgment

- 24. In Section 34 petition, the main issue raised by appellant related to Issue No.7. Having noted the grounds taken by appellant, the District Judge observed, after analyzing the award, that there was no infirmity in AT's findings in favour of respondents, applying the settled law governing scope of interference in Section 34 A&C Act, as laid down, inter alia, in Associate Builders v. Delhi Development Authority (2015) 3 SCC 49 and Ssangyong Engg. & Construction Co. Ltd. v. NHAI (2019) 15 SCC 131.
- 25. The District Judge held that there was no scope of making fresh appraisal of evidence and that, in any event, the findings returned by the Arbitrator were not perverse by any stretch of imagination.
- 26. It was further held that mere admission of signatures of exemployees on documents did not amount to admitting the documents themselves, particularly considering that a substantial plea had been taken





by respondents that the documents were fabricated and prepared with the disgruntled ex-employee, against whom a criminal complaint had also been lodged.

Analysis

- 27. Having gone through the Arbitral Award, the impugned judgement, and the documents filed with the appeal, this Court does not consider that the present appeal warrants interference under *Section 37* of the A & C.
- 28. The scope of interference under *Section 37* of A& C Act, is extremely narrow and stands conclusively settled by a consistent line of judgments of the Supreme Court.
- 29. It is well established that an appeal under Section 37 cannot travel beyond the restrictions imposed under Section 34, and the appellate court does not sit in appeal over the arbitral award or the reasoning of the arbitral tribunal. The Court's jurisdiction is confined to examining whether the Court under Section 34 has acted within the bounds of its limited supervisory role and whether the award suffers from perversity, patent illegality, manifest arbitrariness, or violation of the fundamental policy of Indian law. Reappreciation of evidence, reinterpretation of contractual clauses, or substitution of an alternative view, howsoever plausible, is impermissible. Even where two views are possible, the view adopted by the arbitral tribunal must prevail so long as it is a reasonable and possible view based on the record. The appellate power under Section 37 is thus supervisory and revisionary in nature, intended only to correct jurisdictional errors or grave illegality, and not to reassess the merits of





the dispute, reflecting the legislative intent of minimal judicial interference and finality of arbitral awards. Below are some judgments wherein the Supreme Court has analysed the scope of interference under *Section 37*:

- i. *MMTC v. Vedanta v. Vedanta Ltd.*, (2019) 4 SCC 163. Relevant paragraphs are extracted as under:
 - "14. As far as interference with an order made under Section 34, as per Section 37, is concerned, it cannot be disputed that such interference under Section 37 cannot travel beyond the restrictions laid down under Section 34. In other words, the court cannot undertake an independent assessment of the merits of the award, and must only ascertain that the exercise of power by the court under Section 34 has not exceeded the scope of the provision. Thus, it is evident that in case an arbitral award has been confirmed by the court under Section 34 and by the court in an appeal under Section 37, this Court must be extremely cautious and slow to disturb such concurrent findings."

(emphasis added)

- ii. Konkan Railway Corpn. Ltd. v. Chenab Bridge Project (2023) 9SCC 85. Relevant paragraph is extracted as under:
 - "25. The principle of interpretation of contracts adopted by the Division Bench of the High Court that when two constructions are possible, then courts must prefer the one which gives effect and voice to all clauses, does not have absolute application. The said interpretation is subject to the jurisdiction which a court is called upon to exercise. While exercising jurisdiction under Section 37 of the Act, the Court is concerned about the jurisdiction that the Section 34





Court exercised while considering the challenge to the arbitral award. The jurisdiction under Section 34 of the Act is exercised only to see if the Arbitral Tribunal's view is perverse or manifestly arbitrary. Accordingly, the question of reinterpreting the contract on an alternative view does not arise. If this is the principle applicable to exercise of jurisdiction under Section 34 of the Act, a Division Bench exercising jurisdiction under Section 37 of the Act cannot reverse an award, much less the decision of a Single Judge, on the ground that they have not given effect and voice to all clauses of the contract..."

(emphasis added)

iii. *Reliance Infrastructure Ltd v. State of Goa* (2024) 1 SCC 479. Relevant paragraph is extracted as under:

"33. Keeping in view the aforementioned principles enunciated by this Court with regard to the limited scope of interference in an arbitral award by a Court in the exercise of its jurisdiction under Section 34 of the Act, which is all the more circumscribed in an appeal under Section 37, we may examine the rival submissions of the parties in relation to the matters dealt with by the High Court."

(emphasis added)

iv. *DMRC Ltd. v. Delhi Airport Metro Express (P) Ltd.* (2024) 6 SCC 357. Relevant paragraph is extracted as under:

"40. A judgment setting aside or refusing to set aside an arbitral award under Section 34 is appealable in the exercise of the jurisdiction of the court under Section 37 of the Arbitration Act. It has been clarified by this Court, in a line of precedent, that the jurisdiction under Section 37 of the Arbitration Act is





akin to the jurisdiction of the Court under Section 34 and restricted to the same grounds of challenge as Section 34. [MMTC Ltd. v. Vedanta Ltd., (2019) 4 SCC 163, para 14: (2019) 2 SCC (Civ) 293; Konkan Railway Corpn. Ltd. v. Chenab Bridge Project Undertaking, (2023) 9 SCC 85, para 18: (2023) 4 SCC (Civ) 458: 2023 INSC 742, para 14.]

41. In the statutory scheme of the Arbitration Act, a recourse to Section 37 is the only appellate remedy available against a decision under Section 34. The Constitution, however, provides the parties with a remedy under Article 136 against a decision rendered in appeal under Section 37. This is the discretionary and exceptional jurisdiction of this Court to grant special leave to appeal. In fact, Section 37(3) of the Arbitration Act expressly clarifies that no second appeal shall lie from an order passed under Section 37, but nothing in the section takes away the constitutional right under Article 136. Therefore, in a sense, there is a third stage at which this Court tests the exercise of jurisdiction by the courts acting under Section 34 and Section 37 of the Arbitration Act." (emphasis added)

v. *Punjab State Civil Supplies Corporation Limited v. Sanman Rice Mills*, 2024 SCC OnLine SC 2632. Relevant paragraphs are extracted as under:

"20. In view of the above position in law on the subject, the scope of the intervention of the court in arbitral matters is virtually prohibited, if not absolutely barred and that the interference is confined only to the extent envisaged under Section 34 of the Act. The appellate power of Section 37 of the Act is limited within the domain of Section 34 of the Act. It is exercisable





only to find out if the court, exercising power under Section 34 of the Act. has acted within its limits as prescribed thereunder or has exceeded or failed to exercise the power so conferred. The Appellate Court has no authority of law to consider the matter in dispute before the arbitral tribunal on merits so as to find out as to whether the decision of the arbitral tribunal is right or wrong upon reappraisal of evidence as if it is sitting in an ordinary court of appeal. It is only where the court exercising power under Section 34 has failed to exercise its jurisdiction vested in it by Section 34 or has travelled beyond its jurisdiction that the appellate court can step in and set aside the order passed under Section 34 of the Act. Its power is more akin to that superintendence as is vested in civil courts while exercising revisionary powers. The arbitral award is not liable to be interfered unless a case for interference as set out in the earlier part of the decision, is made out. It cannot be disturbed only for the reason that instead of the view taken by the arbitral tribunal, the other view which is also a possible view is a better view according to the appellate court.

21. It must also be remembered that proceedings under Section 34 of the Act are summary in nature and are not like a full-fledged regular civil suit. Therefore, the scope of Section 37 of the Act is much more summary in nature and not like an ordinary civil appeal. The award as such cannot be touched unless it is contrary to the substantive provision of law; any provision of the Act or the terms of the agreement."

(emphasis added)

vi. **Somdatt Builders-NCC-NEC (JV) v. NHAI** (2025) 6 SCC 757. Relevant paragraphs are extracted as under:





"45. In MMTC Ltd. Vs. Vedanta Ltd. [(2019) 4 SCC 163], this Court held that as far as Section 34 is concerned, the position is well settled that the court does not sit in appeal over an arbitral award and may interfere on merits only on the limited ground provided under Section 34(2)(b)(ii) i.e. if the award is against the public policy of India. Even then, the interference would not entail a review on the merits of the dispute but would be limited to situations where the findings of the arbitrator are arbitrary, capricious or perverse or when the conscience of the court is shocked or when the illegality is not trivial but goes to the root of the matter. An arbitral award may not be interfered with if the view taken by the arbitrator is a possible view based on facts. As far as interference with an order made under Section 34 by the court under Section 37 is concerned, it has been held that such interference under Section 37 cannot travel beyond the restrictions laid down under Section 34. In other words, the court cannot undertake an independent assessment of the merits of the award and must only ascertain that the exercise of power by the court under Section 34 has not exceeded the scope of the provision.

...

48. In Reliance Infrastructure [(2024) 1 SCC 479], this Court referring to one of its earlier decisions in UHL Power Co. Ltd. v. State of H.P. [(2022) 4 SCC 116] held that scope of interference under Section 37 is all the more circumscribed keeping in view the limited scope of interference with an arbitral award under Section 34 of the 1996 Act. As it is, the jurisdiction conferred on courts under Section 34 of the 1996 Act is fairly narrow. Therefore, when it comes to scope of an appeal under Section 37 of the 1996 Act, jurisdiction of the appellate court in examining an order passed





under Section 34, either setting aside or refusing to set aside an arbitral award, is all the more circumscribed."

(emphasis added)

- 30. The jurisprudential position being well settled as evident from extracts above, there was no occasion for the District Judge in *Section 34* to reappreciate evidence or disregard the plausible view taken by arbitrator. Even otherwise there is no aspect asserted by the appellant which could persuade this Court to interfere that there was any patent illegality, breach of fundamental policy of Indian Law or any failure to exercise jurisdiction. In the appreciation of evidence, the AT has not strayed beyond the confines of substantive law of India nor has returned a finding which shocks the conscious of this Court. To embellish this further the following has been noted by this court post assessment of pleadings, evidence and award:
 - i. Firstly, Appellant clearly could not discharge their burden of proof regarding the debit note in light of the fact that respondents/claimants had raised a serious doubt relating to the veracity of the debit note, having lodged a complaint against Mr.

 Jogesh Parival in 2015 under Sections 406/420/464/465/467 of IPC.
 - ii. Secondly, while the debit note along with the accompanying letter raises an issue about the deficiency in services and quantifies the loss of Rs. 84,92,608/- in Financial Year 2007-2008 and Rs.1,03,01,127/- in Financial Year 2008- 2009, no evidence was placed on record to present contemporaneous correspondence in





any of these financial years addressed to the respondents/claimants, or even to the authorized representative *Mr. Jogesh Parival*, pointing out the deficiency of services, its details and the quantification of loss.

- iii. *Thirdly*, it was an admitted position that the computers had been returned in 2009 and it is unacceptable as to why the appellant would wait for more than 2 to 3 years before raising a complaint regarding deficiency of services, which allegedly caused them loss.
- iv. Fourthly, no claim was made by the appellants from 2010 onwards when this alleged debit note was issued. This issue only came up in response in the arbitration, invoked by respondents/claimants in March 2012, and this Court appointed the Sole Arbitrator in February 2013. Claim was filed before the Arbitrator in August 2014 and reply being filed in April 2015 for loss allegedly incurred in 2007, based upon a contention of deficiency of service. It is rather implacable that for 8 long years, the appellant did not file a claim, pursue legal remedies against the respondents, or send them multiple communications to substantiate and reiterate their claim.
- 31. For purpose of reference, a part of testimony of *RW-1* in cross-examination is extracted as under:

"The letter dated 31.03.2010 Ex.RW 1/2 (Mark-F) does not indicate the losses for the financial year 2009-2010 as the balance sheet of that year was prepared subsequently and hence the losses were yet to be ascertained on the date of issue of letter dated 31.03.2010. It is correct that after issue of letter dated 31.03.2010 the Respondent did not issue any other debit note to the Claimant. I cannot





tell when the letter dated 31.03.2010 along with debit note was given to Mr. Yogesh Pariwal as it was given by the finance department. I am aware that this letter dated 31.03.2010 was given to Mr. Yogesh Pariwal and it was informed to me by the finance department. I am not aware when the finance department informed me about the same. It is wrong to suggest that the signatures of Mr. Yogesh Pariwal were obtained on letter dated 31.03.2010 and the debit note subsequently in the year 2013 after the filing of the claim petition. It is correct that in the reply filed to the Arbitration petition No. 340/12, the Respondent had not mentioned about the letter dated 31.03.2010 and the debit note as the petition was time barred.

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It is correct that the Claimant Company between the period April 2009 to February 2010 had raised invoices upon the Respondent. It is correct that between the period April 2009 to February 2010 a sum of Rs.6,77,553.42 was due and payable by the respondent to the. Claimant. (Vol. We had issued a debit note and, therefore, no amount was payable to the Claimant)."

- 32. The Sole Arbitrator has appreciated evidence which was presented before AT in a fair and just manner and the Court does not find any perversity in the Arbitral Tribunal's analysis.
- 33. In light of the settled principles governing the scope of interference under *Section 37*, this Court finds that none of the grounds warranting interference under *Section 34* are attracted in the present case. The appellant's challenge is founded essentially on a re-appreciation of evidence and an attempt to substitute the arbitral tribunal's plausible view with its own, which is impermissible in law. The arbitral award does not





suffer from perversity, patent illegality, manifest arbitrariness, or any violation of the fundamental policy of Indian law. The findings of the Sole Arbitrator are based on a proper appreciation of the material on record, including the absence of contemporaneous evidence, unexplained delay in raising counter-claims/set-off, and the failure of the appellant to discharge the burden of proof. These are pure findings of fact, arrived at through a reasoned process, and do not disclose any jurisdictional error or illegality going to the root of the matter. Consequently, the Court under *Section 34* acted well within the bounds of its limited jurisdiction in refusing to interfere with the award, and this Court, exercising an even more circumscribed jurisdiction under *Section 37*, finds no legal basis to disturb the impugned order, thereby warranting dismissal of the appeal.

- 34. Accordingly, both the appeals stand dismissed.
- 35. Pending applications are rendered infructuous.
- 36. Judgement be uploaded on the website of this Court.

(ANISH DAYAL) JUDGE

(NITIN WASUDEO SAMBRE) JUDGE

DECEMBER, 18 2025 /RK/tk