Fair Order

IN THE DEBTS RECOVERY TRIBUNAL - 1 AT ERNAKULAM

DATED THIS 20th DAY OF AUGUST, 2026

PRESENT: Su. WILLYAHM, B.Sc., M.L.
[DISTRICT JUDGE - Retd]
PRESIDING OFFICER

S.A No. 107 of 2022

Between

1. M/s. Wellworth Polymers,
VII/89/(1), Sherry Land, Bank
Road, Aluva Bank Junction,
Ernakulaqm- 683 101.
Rep. by its Managing Partner Haseeb M.A.

2. HaseebM.A,
S/o Late Prof. M.K.A Hameed,
53A (11/56F), Sherry Land, 2 Purayar,
Near Purayar Railway Station,
Ernakulam- 683 103.

3. Ifzan M.H., S/o Haseen M.A,
53A (11/56F), Sherry Land, 2 Purayar,
Near Purayar Railway Station,
Ernakulam- 683 103.

4. Jasmine Haseeb,
53A (11/56F), Sherry Land, 2 Purayar,
Near Purayar Railway Station,
Ernakulam- 683 103.

5. Naazin Haseeb, W/o Haseeb M.A,
53A (11/56F), Sherry Land, 2 Purayar,
Near Purayar Railway Station,
Ernakulam- 683 103.

--- Applicants

And

1. Edelweiss Asset,
Reconstruction Company Ltd,
Registered Office:
Edelweiss House,
Off. CST Road, Kalina,
Mumbai- 400 098,
Rep. by its Manager.

2. The Authorized Officer,
EARC Trust SC 353,
Edelweiss Asset,
Reconstruction Company Ltd,
Registered Office:
Edelweiss House,
Off. CST Road, Kalina,
Mumbai- 400 098,
Rep. by its Manager.

3. Indusland Bank Ltd,
Kochi Branch,
Gowrinarayan, 40,
Mahatma Gandhi Road,
Opp. New Jayalakshmi Silk,
Shenoy's, Ernakulam- 682 035,
Rep. by its Manager.

--- Defendants

This Securitization Application coming on 16.06.2026, 30.06.2026 and 02.07.2026 for final hearing before me in the presence of Mr. P. Shrihari, Counsel for the Applicants and Mr. Renjith Advocate for the defendants and upon hearing arguments of learned Counsels for both the parties and upon perusing the material on records, this Tribunal delivered the following:

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O R D E R

1. This Securitisation Application was filed on 02.03.2022 praying to declare that Annexure-A3 demand notice and Annexure-A9 possession notice are invalid and to set aside the same and to declare that Annexure-A11 application and affidavit, Annexure-A12 order and Annexure-A13 notice issued by the Advocate Commissioner in MC No. 320/2024 on the file of the Additional Chief Judicial Magistrate Court (MPs/MLAs), Ernakulam are invalid and to set aside the same and to direct the defendants 1 and 2 to consider the request of the applicants to restructure and reschedule of their loan accounts.

2. The applicants availed financial assistance to the tune of Rs. 5,00,00,000/- from the 3rd defendant bank which is the original lender on 23.02.2017. As the collateral security for the aforesaid final assistance, the applicants have created equitable mortgage over their immovable properties by deposit of title deeds with the 3rd defendant.

3. The debt was assigned to the 1st defendant Asset Construction Company. The 3rd defendant sent Annexure-A2 letter dated 04.02.2020 informing that debt was assigned to the 1st defendant company pursuant to execution of assignment agreement dated 30.12.2019. Since the applicants defaulted repayment of the outstanding amount, Annexure- A3 demand notice was issued by the 2nd defendant to the applicants informing them of assignment of debt to the 1st defendant by the 3rd defendant and default in repayment of the outstanding amount due and classification of loan account as NPA. The applicants were called upon to pay the outstanding loan amount due within the period of 60 days of receipt of the notice.

4. The 1st applicant sent Annexure-A6 objection for the demand notice to the 2nd defendant. Annexure-A7 reply was sent by the 2nd defendant to the 1st applicant.

5. Thereafter, Annexure-A9 possession notice dated 10.12.2021 was issued by the 2nd defendant for symbolically taking possession of the secured asset. Subsequently, the defendants 1 and 2 approached Additional Chief Judicial Magistrate Court (MPs/MLAs),Ernakulam and filed Annexure-A11 application and affidavit under Section 14(1) of the SARFAESI Act 2002. Annexure-A12 order was passed on 08.10.2024 in MC No. 320/2024 by the learned Additional Chief Judicial Magistrate, Ernakulam appointing Advocate Commissioner to take physical possession of the secured assets. The Advocate

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Commissioner issued Annexure-A13 notice dated 05.01.2025 to the applicants and other borrowers/ guarantors informing them that he would take physical possession of the secured asset of on any date after expiry of 15 days from the date of receipt of notice. The applicants having aggrieved against the aforesaid measures having filed this SA for seeking the reliefs stated *supra*.

6. Both sides' counsels filed their written argument notes. Reply argument notes was also filed by the counsel for the applicants. This Tribunal considered the averments of the SA and of the written statement and written argument notes and material records produced by both the parties.

7. The applicants have raised several contentions and issues in the written argument notes most of which has not been specifically pleaded and averred in the SA. However, the defendants 1 and 2 have answered the above said contentions of the written argument notes. The following are the extract of the written argument notes filed by the applicants with regard to classification of loan account as Non-Performing Asset.

8. Fresh classification/post classification is required before invocation of enforcement rights premised on Non-Performing Asset status; the direction 3 (ix) requires the Asset Reconstruction Company, upon acquisition for formulates a planning period for realisation of the required Non-Performing Asset's; direction 7 requires the Asset Reconstruction Company to frame a board approved policy for rescheduling/restructuring debts due from the borrower; direction 12(1) (i) & (iii) requires the Asset Reconstruction Company to classify the acquired assets as standard/Non-Performing Asset; There is no evidence on record that Asset Reconstruction Company reclassified the account afresh; the cut-off date is the designated bench mark date from which the economic interest financial performance etc. or transferred from the assignor to the assignee; no planning policy or board minutes was produced; there are no conflicting figure and progressive ledger; in Annexure-A2 letter dated 14.02.2020, the cut off date for the assignment is 07.12.2029 and the amounts stated as outstanding as Rs.4,82,38,514.86, whereas in Annexure-B1 statement of account the balance due as on 07.12.2019 at Rs.4,59,29,264.37; in Annexure-A3 demand notice, the outstanding amount as on 19.04.2021 stated as Rs.5,72,95,977.59, but in Annexure-B1 statement of account the balance due even as on 07.05.2021 at Rs.4,37,08,620.38.

9. At the outset it is to be pointed out that raising the aforesaid issues/ contentions for the first time in the written argument notes, without making such plea in the SA is untenable. Be that as it may, the directives / guidelines issued by the RBI are intended to regulate the financial institutions / secured creditor. Therefore, such directives/ guidelines cannot supersede the provisions of Section 5 of the SARFAESI Act 2002. Sub Section 3 of Section 5 of the Act empowers the asset reconstruction company, on assignment of debt, to enforce the rights of the lending bank/financing institutions.

10. In the present case the loan account of the applicants was classified as Non-Performing Asset by the original lender which is the 3rd defendant herein on 07.12.2019. Subsequently, date was assigned to the 1st defendant company. Annexure-A3 demand notice was issued by the 1st defendant company on 14.05.2021 informing the applicants with regard to assignment of debt by the 3rd defendant to the 1st defendant company and classification of their loan account as Non-Performing Asset on 07.12.2019 by the 3rd defendant. The applicants were also called upon to pay the outstanding loan amount inclusive of charges and interest due as on 19.04.2021. The contention of the applicants is that the 1st defendant company ought to have reclassified the loan account as Non-Performing Asset and that issuance of demand notice calculating the outstanding amount up to 19.04.2021 is illegal.

11. It is pertinent to mention that the aforesaid issue/ contention has not been raised by the applicants in Annexure-A6 objection sent to the 2nd defendant. In any event, the object of issuance of demand notice to the borrowers/ guarantors has to be considered. Demand notice is issued in order to inform the borrowers/ guarantors of their default in repayment of the outstanding loan amount and to call upon them to repay the outstanding amount within a stipulated period and to caution them that measures will be initiated against the secured assets in case they failed to respond the terms of the demand notice. It is pertinent to state that the applicants have themselves categorically admitted that in paragraph 2 of the SA as follows: " **until August 2019, substantial amounts were repaid towards to aforesaid loan and the account was regular. Thereafter, due to financial slump, the regular EMI could not be paid promptly**". The above admission of the applicants is sufficient to prove that the applicants defaulted in repayment of outstanding due.

12. Since the loan account of the applicant had already been classified as Non-Performing Asset by the original lender, on assignment of debt to the 1s defendant company, reclassification of

loan account as Non-Performing Asset is unwarranted. The calculation of outstanding loan amount up to 19.04.2021 in the demand notice could not have caused any prejudice to the applicants in any manner. The applicants have not stated in Annexure-A 6 objection that any prejudice was caused to them on account of calculation of the total outstanding amount after classification of loan account as Non-Performing Asset. In Annexure-A2 letter which is merely an intimation sent to the applicants with regard to the assignment of debt, it is stated that cut of date for the assignment is 07.12.2019 and the outstanding position of loan account as on COD is Rs. 4,82,38,514.86. Therefore, this Tribunal does not find any substance in the above contention of the applicants.

13. In ***Punjab National Bank vs. M/s. Mithilanchal Industries Private Ltd (2020 ICO 5377)*** cited by the counsel for the applicants, the Division bench of the Hon'ble High Court of Gujarat held that failure to adequately respond to structural baseline objection of financial alignment issues under Section 13(3A) invalidate the Section 13(2) of the demand notice. The applicants sent Annexure-A5 objection to the 2nd defendant stating that classification of loan account as Non-Performing Asset is per se illegal and that loan account was classified as Non-Performing Asset without issuing notice and giving an opportunity being heard and that the details of claims, the rate of interest/ charges applied, progressive total of the claims as well as the details of the property and security were not furnished. For the above objection 2nd defendant sent Annexure-A7 reply to the applicants clarifying the aforesaid issues / objection. Hence it is evident that the 2nd defendant complied with the statutory requirements of Section 13 (3) (3A) of the SARFAESI Act 2002. Therefore, the submission of the counsel for the applicants Annexure-A7 is a mechanical response does not hold good.

14. Annexure-A3 demand notice was issued by Mr. B.Srinivasa Aditya Dutt, the Chief Manager of the 1st applicant company. Annexure-B2 copy of board resolution dated 29.01.2020 produced by the defendants 1 and 2 shows that the aforesaid chief manager has been authorized to act as the Authorized Officer of the applicant company. Annexure-A3 was issued by the aforesaid Officer in the capacity of Chief Manager of the 1st defendant company. The word Chief Manager is mentioned after the name of the aforesaid Officer. Therefore, the contention of the applicants that Annexure-A3 demand notice is invalid does not hold good.

15. On perusal of Annexure-A3 demand notice and Annexure-A9 possession notice does not prove the contention of the applicants that

the description of the secured asset is incorrect. It is clearly mentioned in both Annexure-A3 and Annexure-A9 that the description of the property as mentioned in the partition deed No. 1596/1999 dated 03.06.1999 and sale deed No. 431/2002 dated 29.01.2022 of Aluva SRO. Survey Nos, extent and boundaries of the property is also clearly stated. It is not the case of the applicants that the property mentioned in Annexure-A3 and Annexure-A9 is not the secured assets. Therefore, this Tribunal does not find any force in the contention of the applicants that description of the property in Annexure-A3 and Annexure-A9 is incorrect.

16. It is contended by the applicants in the SA that Annexure-A9 possession notice was sent only on 20.12.2021 which is evident from perusal of Annexure-A10 postal envelop. A perusal of Annexure-A10 shows that the notice was sent on 18.12.2021 and not 2012.2021 as contended by the applicants. The applicants have not averred in the SA as to what prejudice was caused to them due to the delayed sending of possession notice. What has to be considered is as to whether possession notice was published within the prescribed period from the date of issuance of possession notice. The applicants have not averred in the SA as to which date possession notice was published. Be that as it may, the applicants are not entitled to raise any contention with regard to Annexure-A 9 possession notice, since they failed to challenge the same within the period of limitation from the date of issuance of possession notice by filing SA before this Tribunal.

17. The counsel for the applicant submitted that in Annexure-A 11 affidavit filed in MC No. 320/2024 on the file of Additional Chief Judicial Magistrate Court (MPs/MLAs), Ernakulam, it is declared that no objection or reply to the demand notice was sent by the respondents and that in fact the applicants sent objection to the demand notice and that therefore the defendants misled the learned Additional Chief Judicial Magistrate Court (MPs/MLAs), Ernakulam to pass the order for taking physical possession of the secured asset.

18. The rival submissions for the defendants is that for Annexure-A6 objection sent by the applicant Annexure-A7 reply was sent to them and that due to typographical error it was stated in Annexure-A11 application and affidavit that no objection was sent by the respondents and that however the aforesaid mistake was subsequently rectified by filing an additional affidavit with supporting document Annexure-B3 in MC No. 320/2024.

19. A perusal of Annexure-B3 produced by the defendants shows that they filed additional affidavit in MC No. 320/2024 stating that the respondents sent objection/ reply to the demand notice and that objection was replied by the petitioner. The copy of the objection and the copy of the reply were filed as Annexure-A6 and Annexure-A7. Therefore, it is established that due to inadvertent mistake, it was stated in Annexure-A11 that objection was not sent to the demand notice. Therefore, the contention of the applicants that submission of objection for the demand notice was suppressed in Annexure-A12 and that the defendant misled the Additional Chief Judicial Magistrate Court (MPs/MLAs), Ernakulam to pass an order for taking physical possession of the secured asset is absolutely incorrect.

20. The counsel for the applicants submitted further that there is inconsistency in respect of the description of the survey numbers of the secured asset in Annexure-A11 application and Annexure-A15 CERSAI registration certificate and that Annexure-B4 amendment petition filed in MC No 320/2024 explicitly admits an error requesting the Magistrate to alter their primary findings and that when they have mistakenly tracked Re. Survey No. 81/44 and that therefore the proceedings under Section 14 (1) of the SARFAESI Act, 2002 to liable to be set aside.

21. Per contra, the counsel appearing for the defendants countered the above submission of the counsel for the applicants, submitting that discrepancy in the survey numbers for the secured assets mentioned in Annexure-A11 application is a purely typographical error which was subsequently amended by the 1st defendant by filing the amendment petition in MC No. 320/2024 and that no prejudice would be caused to the applicants in any manner due to the amendment of Annexure-A11 application and that still the secured assets remains clearly and easily identifiable through the title deeds pertaining to the secured asset and that the learned Additional Chief Judicial Magistrate (MPs/MLAs) Court, Ernakulam passed order only after having perused the aforesaid title deed.

22. The defendants after filing of Annexure-A1 application filed Annexure-B4 petition to amend the application for correcting the resurvey number of the secured assets. The above petition was allowed by the learned Additional Chief Judicial Magistrate (MPs/MLAs) Court, Ernakulam. Pursuant to the above order the resurvey number of the secured assets was amended as mentioned in the title deeds namely sale deed No. 431/2002 pertaining to the 1st schedule to the application Annexure-A11 and partition deed No. 1596/1999 pertaining to the 2nd schedule to the application.

Annexure-A14 was filed along with the Annexure-A11 application it cannot be stated that the learned Additional Chief Judicial Magistrate (MPs/MLAs) Court, Ernakulam, would have omitted to peruse the above said documents before satisfying himself to pass Annexure-A12 order.

23. The purpose and object of the enactment Section 14 (1) of the SARFAESI Act, 2002 is to assist the secured asset in taking physical possession of the secured asset, if borrowers/ guarantors whose properties are to be physically taken resist the attempt of the secured creditor in taking physical possession of the secured asset. In order to enable the secured creditor to take physical possession of the property appropriate order from the Chief Metropolitical Magistrate / Chief Judicial Magistrate / District Magistrate has to be obtained after complying with the statutory requirements stipulated under Clauses (i) to (ix) to the first proviso of Section 14(1) of the SARFAESI Act, 2002. It is pertinent to mention that the secured creditor which intends to seek the assistance of the District Magistrate for taking physical possession of the secured asset need not file the affidavit as provided under 4th proviso to Section 14(1) of the SARFAESI Act, 2002. To put it in another words, filing of affidavit as stipulated under the 1st proviso to Section 14 (1) of the SARFAESI Act, 2002 is dispensed with. It is not in dispute that both the Chief Judicial Magistrate / District Magistrate exercises the same quasi judicial function. What this Tribunal attempts to explain is that since the District Magistrate can pass an order for taking physical possession of the secured asset without verifying the compliance of statutory requirements of Clauses (i) to (ix) to the first proviso to SARFAESI Act, 2002 of Section 14 (1) of CERSAI Act.2002, the mere omission to comply with all the statutory requirements contemplated under the aforesaid provisions of the Act need not be strictly adhered to it provided there is substantial compliance of the aforesaid statutory requirements. This view of this Tribunal, stands fortified by the dictum laid down by the Hon'ble High Court of Telugana held in ***Tulsi Rocks Pvt. Ltd. and others Vs. Bank of India and others (MANU/TL/0034/2019)*** as follows:

> "Wherever this Court finds that the parameters indicated in Clauses (i) to (ix) of the first proviso to Section 14 (1) of the Act are broadly complied with, the Court is bound to invoke the doctrine of 'substantial compliance'. It must be remembered that Clause (i) to (ix) of the first proviso to Section 14 (1) of the Act merely provide the form in which the essential averments for an application under Section 14 of the Act are to be made.

Therefore, what is important, is the substance and not the form."

24. It is not the contention of the applicants that the properties which are sought to be physically taken are not the secured assets and that these properties could not be identified. The issue with regard to unidentifiability of the properties will arise only if the Advocate Commissioner who inspects the property submits a report before the concerned Chief Judicial Magistrate Court. Therefore, unidentifiability of the secured asset cannot be raised at this stage. Above all, this Tribunal after having gone through the contents of Annexure-A A11 application and affidavit finds that there is substantial compliance of the statutory requirements stipulated under Clauses (i) to (ix) to the first *proviso* of Section 14(1) of the SARFAESI Act, 2002.

25. A perusal of Annexure-A12 order shows that the learned Additional Chief Judicial Magistrate (MPs/MLAs) Court, Ernakulam, after having perused the contents of the affidavit and documents filed in support of the affidavit and having satisfied over the same passed order appointing Advocate Commissioner to take physical possession of the secured asset. This Tribunal does not find any infirmity or illegality in the above order. This Tribunal does not find any force in the submission of the counsel for the applicants that the doctrine of substantial compliance curves only minor, clerical flaws and that it cannot remedy the wholesale omission of description of the properties.

26. The counsel appearing for the applicants during his advancement of argument vehemently contended that the CERSAI report classifies the asset category as residential and that the floor No./ building/ door name/ number and name of the project has been left entirely blank and that it mounted to violation of Rule 3 and 4 of the CERSAI Rules 2011 and Section 26 D of the SARFAESI Act, 2002.

27. The counsel appearing for the defendants submitted that the CERSAI registration is merely an administrative instruction and that it is intended to give public notice to third parties to prevent fraudulent transaction and that it is not a document of title nor does it create or extinguish the substantial liability of the borrower, since the identity of the secured asset and default of the applicants are undisputed facts.

28. This Tribunal fully concurs with the above submission of the counsel for the defendants for the following reasons:

The provisions of Section 26 B(2) of the CERSAI Act, 2002 Reads as follows:

> *(2) From the date of notification under sub Section (1), any creditor including they secured creditor may file particulars of transactions of creation, modification or satisfaction of any security interest with the Central Registry in such form and manner as may be prescribed.*

Section 26 C (2) of the Act reads as follows:

> *(2) Where security interest or attachment order upon any property in favour of the secured creditor or any other creditor are filed for the purpose of registration under the provisions of Chapter IV and this Chapter, the claim of such secured creditor or other creditor holding attachment order shall have priority over any subsequent security interest created upon such property and any transfer by way of sale, lease or assignment or licence of such property or attachment order subsequent to such registration, shall be subject to such claim.*
>
> *PROVIDED that nothing contained in this sub -section shall apply to transactions carried on by the borrower in the ordinary course of business.*

29. It is pertinent to state that the provision of 26 B(2) of the Act is directory in nature. Be that as it may, the provision of Section 26C(2) of the Act is intended to protect the interest of the secured creditors and other financial institutions for the purpose of providing priority over any subsequent security interest created upon the property in case of any transfer by way of sale, lease or assignment or license of such property or attachment. Therefore it is established from the aforesaid provisions of the aforesaid Act that the very purpose and object of enactment of Section 26C, 26D of the Act is for the benefit and protection of the interest of secured creditors. Therefore, even assuming for argument's sake that if some of the aforesaid provisions of the Acts has not been strictly complied with, it would not affect the rights or interest of the borrowers/ guarantors in any manner. Therefore in the present case on hand, the applicants have not established through their pleadings as to, in what manner they have got prejudice over the alleged discrepancy in respect of description of the secured asset in Annexure-B14 CERSAI registration certificate. Further, this Tribunal is of the considered view that the provisions of 26 D of the SARFAESI Act, 2002 has been enacted only for the benefit of the secured creditors/ financial institutions and that

therefore it cannot be considered as mandatory requirement for the benefit of the borrowers/ guarantors.

30. One of the reliefs sought for by the applicants in the SA is to consider the request of the applicants to restructure and reschedule of their loan accounts. The aforesaid relief does not fall under the category of measure as referred to in sub Section 4 of Section 13 of the SARFAESI Act, 2002. It is for the applicants to approach the 1st defendant to got the aforesaid relief.

31. This Tribunal having perused the pleadings and documents adduced by both sides' counsel and having perused the written argument notes submitted by both sides' counsels finds that the applicants have miserably failed to establish their case so as to get the reliefs sought for in the SA.

In the result, SA No.107/2022 stands dismissed. However, there shall be no order as to costs.

Dictated to Steno, taken down, transcribed, typed by him, corrected and pronounced by me in the open court on this the 20th day of August, 2026.

(Su. WILLYAHM)
PRESIDING OFFICER

Rn/

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List of documents filed by the Applicant along with the S.A.

Sl. No.	Date	Particulars	
1.	--	True Copy of loan sanction letter issued by the 3rd defendant.	Annexure-A1
2.	14.02.2020	True Copy of letter received from 3rd defendant.	Annexure-A2
3.	14.05.2021	True Copy of Demand Notice stated to be under Section 13 (2) of SARFAESI Act issued by the 2nd defendant.	Annexure-A3
4.	-----	True Copy of Postal Envelop with respect to Annexure-A3	Annexure-A4
5.	07.07.2021	True Copy of Letter No. WW/EWB/07135/2021 sent by the applicants to defendants 1 and	Annexure-A5
6.	29.07.2021	True Copy of Objection letter No. WW/Loan/742/2021 sent to the 2nd defendant	Annexure-A6
7.	16.08.2021	True Copy of Reply No. EdelARC/Retil0338/2021-2022 received from 2nd defendant	Annexure-A7
8.	---	True Copy of postal envelop relating to Annexure-A7.	Annexure-A8
9.	10.12.2021	True Copy of possession notice issued by the 2nd defendant under Section 13 (4) of SARFAESI Act.	Annexure-A9
10.	---	True Copy of postal envelop relating to Annexure-A9.	Annexure-A10
11.		True copy of Section 14 application and affidavit numbered as M.C.No. 320/2024 on the file of Additional Chief Judicial Magistrate Court, Ernakulam.	Annexure-A11
12	8.10.2024	True copy of Section 14 Order in MC No. 320/2024 on the file of Additional Chief Judicial Magistrate Court, Ernakulam	Annexure-A12
13	05.01.2025	True copy of Notice issued by the Advocate Commissioner in M.C.No. 320/2024 on the file of Additional Chief Judicial Magistrate Court, Ernakulam	Annexure-A13
14		True copy of CERSAI report (Secured Asset based search report) pertaining all asset IDs relating to properties	Annexure-A14

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		comprised in Sy. No. 81 Building No. 718 in Aluva village, Ernakulam District.	
15		True copy of CERSAI report (Security Interest Id Based Search Report) produced by the defendant before the Additional Chief Judicial Magistrate Court, Ernakulam in MC No. 320/2024.	Annexure-A15

List of documents filed by the defendants along with the written statement

Sl. No.	Date	Particulars	
1.	11.08.2025	True Copy of the account statement.	Annexure-B1
2.	29.01.2020	True Copy of the board resolution	Annexure-B2
3.	28.12.2023	The certified copy of the additional affidavit board resolution, and the supporting documents filed before the Additional Chief Judicial Magistrate, Ernakulam.	Annexure-B3
4.	---	Additional document- The certified copy of the amendment application filed before Additional Chief Judicial Magistrate Court, Ernakulam in MC 320/2024.	Annexure-B4

(Su. WILLYAHM)
PRESIDING OFFICER

Rn/

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