

**Before the Appellate Tribunal for Electricity  
(Appellate Jurisdiction)**

**Appeal No. 128/09**

Dated: 30<sup>th</sup> October, 2009

Present: Hon'ble Mr. Justice M. Karpaga Vinayagam, Chairperson  
Hon'ble Mr. Mahesh B. Lal, Technical Member

**IN THE MATTER OF:**

Gas Authority of India Ltd.  
16, Bhikaji Cama Place  
R.K.Puram, New Delhi

..... Appellant

***Versus***

1. Andhra Pradesh Gas Power  
Corporation Ltd.  
No.201, 2<sup>nd</sup> Floor, My Home  
Sarovar Plaza, Secretariat Road  
Hyderabad-500063

2. Petroleum & Natural Gas  
Regulatory Board  
1<sup>st</sup> Floor, World Trade Centre  
Babar Road, New Delhi-110001

..... Respondents

**Counsel for the Appellant(s) : Mr. Dinesh Agnani  
Mr. Harsh Parekh**

**Counsel for the Respondent(s) : Ms. T. Anamika &  
Mr. Chandra Mohan for R-1  
Mr. R.K.Handoo &  
Mr. Aditya Choudhry for R-2**

**Per Hon'ble Mr. Justice M. Karpaga Vinayagam, Chairperson**

**JUDGMENT**

1. Gas Authority of India Ltd. (GAIL) is the Appellant. The Andhra Pradesh Gas Power Corporation Ltd. (APGPC) is the R-1 herein. The Appellant sold

natural gas to the R-1 in pursuance to the agreement entered into between them.

2. As there was a dispute between them, the R-1, APGPC filed a complaint against the Appellant GAIL before the Petroleum and Natural Gas Regulatory Petroleum Board (PNGRB or the Petroleum Board) u/s 24 read with Section 27(1)(b) complaining that the Appellant wrongly levied excess transportation charges and collected the same from the R-1, and seeking directions to the Appellant for refund of the same. On receipt of notice, the Appellant appeared before the Petroleum Board through its Ld. Counsel and submitted that since there is an arbitration clause in gas sales agreements between the two parties, the Petroleum Board may dispose of the complaint by giving direction to the Appellant for appointment of an Arbitrator to go into the dispute. Accordingly, as agreed by the Ld. Counsel for both the parties, the Petroleum Board disposed of the complaint by the order dated 18/11/08 and directed the Appellant to appoint an Arbitrator.

3. Instead of complying with the said Order, the Appellant filed an Application before the Petroleum Board for review/modification of the earlier Order dated 18/11/08, stating that the consent given before the Petroleum Board by its Counsel earlier for appointment of Arbitrator was not a valid one and therefore, the earlier Order has to be set aside, and the Complainant/Respondent has to be directed to approach the appropriate forum

for invoking the Arbitration and Conciliation Act, 1996 for the appointment of an Arbitrator. The Petroleum Board, having found that there is no ground in the review petition, dismissed the same on 18/5/09. Aggrieved by the orders dated 18/11/08 and 18/05/09, the Appellant GAIL has filed the present Appeal.

4. The detailed facts that are required for the disposal of this Appeal are as follows:

A. The Appellant GAIL is engaged in the sale of natural gas. The R-1 APGPCCL agreed to purchase gas from the Appellant. Therefore, an Agreement was entered into between these two parties for the purchase of gas by the Respondent from the Appellant. The Agreement which was entered into between them on 21/11/90 had been renewed by a fresh Agreement dated 16/11/99 extending the period of Agreement up to 21/12/2010.

B. During the FY 2004-05, on noticing that some irregularities have been committed by the Appellant over the collection of charges, R-1 made a representation to the Government that excess gas transportation charges had been collected by the Appellant, and therefore, the Central Government had to examine the same to resolve the issue, so that the consumers are not burdened with unjustifiable costs. Accordingly, the Central Government referred the matter to the Tariff Commission for enquiry. After a thorough enquiry, the

Tariff Commission found that excess charges were indeed collected by the Appellant from R-1 and sent the Report to the Central Government.

C. On the strength of the Report, containing the finding that excess charges were collected from the R-1 by Appellant, R-1 filed a complaint on 17/07/08 before the Petroleum Board, the PNGRB u/s 24 r/w 27(a) and (b) of the Petroleum Board Act, seeking for a direction to the Appellant to refund the excess gas transportation charges, collected from R-1 during the period from 1992 to 2006. This complaint was entertained by the Petroleum Board and a notice was issued to the Appellant GAIL. On receipt of this notice, the Appellant appeared before the Petroleum Board November 2008 and filed a counter and raised a preliminary objection before it regarding the maintainability of the complaint, contending that the Petroleum Board has no jurisdiction to entertain this Complaint, as there is an Arbitration Clause in the Agreement entered into between the two parties, and therefore, the Respondent/complainant has to be directed to act upon the said Arbitration Clause.

D. When the matter came up for hearing before the Petroleum Board on 18/11/08, the Ld. Counsel appearing for the Appellant, objected to the jurisdiction of the Petroleum Board and submitted that there is an Arbitration Clause in the Agreement, this complaint could not be entertained and therefore, the Petroleum Board without entertaining the complaint, could issue a suitable direction to the Appellant to appoint an Arbitrator to resolve the dispute and in

that event, the Appellant, as per the direction, is ready to appoint an Arbitrator. The Ld. Counsel for the Complainant/Respondent also agreed to this Course before the Petroleum Board. On the basis of the Statements made by the Ld. Counsel for both the parties, the Petroleum Board passed an Order on 18/11/08 after recording the submissions of both the Counsel for the parties and disposed of the complaint by directing the Appellant GAIL to appoint an Arbitrator within two weeks of receipt of this Order. However, this order has not been acted upon by the Appellant.

E. The Appellant, instead of complying with the said Order, again came to the Petroleum Board and filed an Application for Review/Modification of the earlier Order dated 18/11/08, contending that the consent for appointment of Arbitrator given by the Ld. Counsel of the Appellant earlier, was not a valid one and therefore, the earlier Order dated 18/11/08 had to be cancelled and R-1 has to be directed for approaching the appropriate forum by invoking the Arbitration and Conciliation Act, 1986 for the Appointment of the Arbitrator. This prayer of the Appellant in the Review Petition was rejected by the Petroleum Board on the ground that there is no merit in the Petition to review the Order, by the Order dated 18/5/09. Aggrieved by this, the present Appeal has been filed by the Appellant.

5. Shri Dinesh Agnani, the Ld. Counsel for the Appellant would make two-fold contentions while assailing the Orders dated 18/11/08 and 18/5/09:

A. The Order passed by the Petroleum Board on 18/11/08 directing the Appellant to appoint an Arbitrator is not a valid one since the Ld. Counsel for the Appellant, before the Petroleum Board, being a Junior Counsel, had given a consent for the same without getting any instruction/authorization from the Appellant, and without understanding the consequences of the Order. Further, the Petroleum Board, instead of directing R-1 to approach the appropriate forum, and praying for appointment of an Arbitrator by invoking the Arbitration and Conciliation Act, 1986 has wrongly directed the Appellant to appoint an Arbitrator, merely on the basis of the concession given by the Counsel for the Appellant. This error was brought to the notice of the Petroleum Board through the Review Petition, but the same was wrongly dismissed by the Order dated 18/5/09. Hence, both the Orders are liable to be set aside.

B. Admittedly, the claim made by the Respondent/Complainant before the Petroleum Board for the refund of the amount is with reference to the excess transportation charges collected during the period from 1992 to 2006. Therefore, the Respondent APGPC's complaint filed in 2007 was beyond the period of limitation. Hence, the complaint filed by the Respondent ought to have been dismissed by the Petroleum Board on the ground of limitation. Instead, the Petroleum Board wrongly gave a direction to the Appellant to appoint an arbitrator.

6. Ms. T.Anamika, the Ld. Counsel for the Respondent, in reply, has sought for dismissal of the Appeal on the following grounds. They are as follows:

A. Admittedly, the impugned Order, which is sought to be cancelled or quashed, was passed by the Petroleum Board on 18/11/08. Instead of filing an Appeal against that Order directly before this Tribunal, the Appellant chose to file a Review Petition for cancelling the said Order and the same was dismissed on 18/5/09. Thereafter, this Appeal has been filed by the Appellant, seeking for quashing of the main Order dated 18/11/08 by contending that the said Order directing for appointment of an Arbitrator was not valid in law. U/S 33 of the Petroleum Board Act, the Appeal has to be filed within 30 days from the date of the Order i.e. 18/11/08. But in this case, the Appeal has been filed only on 1/7/09, long after the expiry of the limitation period without filing any application for condonation of delay. Therefore, the Appeal is liable to be dismissed as not maintainable.

B. Secondly, the Respondent/Complainant is well within its rights to approach the Petroleum Board to file a complaint under Section 24 of the Petroleum Board Act, to settle the dispute between the parties. As per Section 12 and 24 of the Act, the Petroleum Board has got jurisdiction to entertain the complaint with reference to the dispute over the contract by

one of the parties, as against the other party of the contract. In case the parties are agreeable for arbitration, as per the Arbitration Clause found in the Agreement, then the Petroleum Board may not have jurisdiction to enquire into the complaint to resolve their disputes. On this ground only the Appellant through its Ld. Counsel objected to the maintainability of the Appeal as they are agreeable for appointment of an Arbitrator in the light of the existence of the Arbitration Clause in the agreement and in fact, requested the Petroleum Board to give the directions to the Appellant who would in turn comply with the said direction. Then the Petroleum Board asked the Ld. Counsel for the Complainant/Respondent whether they are agreeable for this Course. The Ld. Counsel for the Respondents agreed for the same. Only on that basis the Petroleum Board disposed of the complaint by giving such a direction to the Appellant for appointment of Arbitrator. Instead of complying with the said Order, the Ld. Counsel for the Appellant questioned the validity of the consent given by its Ld. Counsel, and raised the ground of limitation, before the Petroleum Board. This conduct of making its Ld. Counsel a scapegoat is unbecoming. The ground of limitation can very well be urged before the Arbitrator so appointed. The Respondent cannot be directed to go for invoking the Arbitration and Conciliation Act, in view of the fact that there is already an Arbitration Clause available in the agreement and both the parties have agreed before the Petroleum Board

to go by the Arbitration Clause. Therefore, the Appeal is liable to be dismissed as devoid of merits as well.

7. Mr. R.K. Handoo, the Ld. Counsel appearing for the Petroleum Board, the R-2 herein, also has filed a counter objecting to the maintainability of the Appeal and justifying the Orders impugned passed by the Petroleum Board.

8. We have heard Ld. Counsel for the parties and considered their rival contentions. Let us now consider the merits of each of the contentions urged by the Ld. Counsel for the Appellant as well as the Respondent.

9. The main prayer made in the Appeal is to set aside the impugned order dated 18/11/08. The perusal of the Order dated 18/11/08 shows that the complaint filed by the Respondent was disposed of by the Petroleum Board and a direction had been issued to the Appellant as the Ld. Counsel for the Appellant herself requested for the direction for the Appointment of Arbitrator. The Appellant without complying with the said Order, approached the Petroleum Board again and filed the Petition requesting for the review of the Order dated 18/11/08, on the ground that the consent given by its Ld. Counsel was not a valid one, as its Ld. Counsel, being a junior has given that consent without understanding the consequences of the said Order and therefore, the main Order has to be set aside. This Petition was dismissed by the Petroleum Board by the Order dated 18/5/09, confirming the earlier Order dated 18/11/08.

Then this Appeal has been filed. From the above facts, it is evident that having failed in its attempt before the Petroleum Board to get the main Order dated 18/11/08 set aside, the Appellant has now approached this Tribunal and filed this Appeal claiming for the same relief. Thus, the main prayer made in this Appeal is as against the main Order dated 18/11/08.

9. Admittedly, the Appeal was filed on 1/7/09. As per Section 33 of the Act, the Appeal has to be filed within 30 days from the date of the Order. The period of limitation of 30 days had expired on 18/12/08. In this Appeal, as indicated earlier, the main grievance of the Appellant is as against the Order dated 18/11/08. When such being the case, the Appellant either should have filed an Appeal within 30 days from the Order dated 18/11/08, i.e. on or before 18/12/08, or when there is a delay, the Appellant should have filed an application to condone the delay in filing the Appeal along with the Appeal. Neither of the above courses has been adopted by the Appellant. Therefore, the objection to the maintainability of the Appeal as raised by the Counsel for the Complainant / Respondent is a valid one, and therefore, as the Appeal was filed beyond the period of limitation, the Appeal is liable to be dismissed as not maintainable.

10. Let us now consider the second ground of objection raised by the Ld. Counsel for the Respondent No.1. The Order passed by the Petroleum Board on 18/11/08 is as follows:

**Judgment in Appeal No. 128 of 2009**

*“The present complaint was filed by the Andhra Pradesh Gas Power Corporation Ltd. (hereinafter called Complainant) on 4<sup>th</sup> August 2008 against GAIL (India) Ltd. (hereinafter called the Respondent). Respondent filed their reply on 11.11.2008. The main relief prayed for by the complainant is to direct the Respondent to refund the excess transportation charges recovered from the APGPCL for period from 12.2.92 to 31.10.06 for transportation of natural gas to APGPCL’s gas-based power plant stage-I and stage-II located at Vijjeswaram.*

*Counsel for both parties appeared today before the Petroleum Board. Counsel Ms. T.Anamika, for the complainant agreed that there was an Arbitration Clause in Gas Sales Agreements between two parties for the resolution of any disputes arising out of the terms of the contract. Counsel Ms. Chanchal Biswal, for Respondent submitted that they were ready for the appointment of Arbitrator within two weeks time, upon receipt the directions from this Petroleum Board.*

*After hearing submissions made by the Counsels, we direct the Respondent to appoint an Arbitrator within two weeks time for the resolution of their pending disputes.*

Sd. / Member(D)

Sd. / Member(L)”

11. A perusal of the above main Order dated 18/11/08 clearly shows that Ms. Chanchal Biswal, the Ld. Counsel for the Appellant, herself submitted that in the light of the Arbitration Clause as found in the agreement, the Appellant was ready for appointment of Arbitrator within a period of two weeks on receipt of suitable directions from the Petroleum Board. The Ld. Counsel for the Respondent also agreed to this course. Only then, the Petroleum Board thought it fit to give direction to the Appellant to appoint an Arbitrator without going into merits of the matter, after recording that both parties were agreeable for

Arbitration. This Order cannot be held to be invalid since the Petroleum Board on the strength of the Arbitration Clause, found in the gas sale agreement and on the basis of the consent given by both Ld. Counsel for the parties, had then passed the impugned Order dated 18/11/08 directing for the Appointment of Arbitrator. The Appellant, without complying with the said Order, approached the Petroleum Board seeking for review and for setting aside the said Order by putting the blame on its Ld. Counsel, branding its Ld. Counsel as a novice as if she consented for appointment of Arbitrator without understanding the nature of the Order. This is quite unfortunate. The Board has dealt with the Review Petition and dismissed the same as devoid of merits by the Order dated 18/5/09, after hearing both the parties.

12. Let us see the said Order now. The Order dated 18/5/09 is as follows:

*“Counsel for both the parties appeared today before the Petroleum Board. Respondent’s counsel pleaded for modification/clarification of the Order dated 18<sup>th</sup> November 2008. He submitted that the Petroleum Board’s order to go for Arbitration should be without prejudice to the Respondent’s right to contest under Section 11(6) of the Arbitration and Conciliation Act, 1996 for the appointment of an Arbitrator.*

*Counsel for the Complainant admitted the existence of arbitration clause and submitted that the Order issued by the Petroleum Board to go before the Arbitrator, is justified. It is further submitted by the petitioner’s counsel that in case, indulgence as prayed for by Respondent is granted by the Petroleum Board, it will amount to gross abuse of the process of quasi-judicial authority and upset the Order dated 18/11/2008 arrived at by the Petroleum Board after hearing both the parties.*

*We have heard the learned counsels for both the parties and have given our consideration to the pleas raised by them. In our view, the application lacks merit and deserves to be dismissed.*

*Sd. / Member(D)*

*Sd./ Member(L)”*

Through the above Order, the Petroleum Board has correctly held that the said application for review lacks merit and has proceeded to dismiss the Petition, by confirming the earlier Order. The Ld. Counsel for the Appellant has not shown any valid ground to show that these Orders would suffer from any infirmity. Therefore, this Appeal is liable to be dismissed as not sustainable on merits as well.

13. Apart from the above grounds, this Tribunal is constrained to refer to some of the other aspects, which reflect the conduct of the Appellant which is highly reprehensible. The main contention of the Appellant before the Petroleum Board was that the complaint was not maintainable as there was an Arbitration Clause found in the Agreement. Since the Petroleum Board could not assume jurisdiction in view of the existence of the Arbitration Clause as contended by the Appellant and as admitted by the Respondent, it did not entertain the complaint since in terms of Section 12(1)(a) the Petroleum Board shall have no jurisdiction to resolve such a dispute if the parties are agreeable for Arbitration. The Appellant opposed the complaint mainly on the ground that when the parties themselves have agreed for Arbitration, the complaint could

not be entertained. This stand taken by the Appellant before the Petroleum Board has been clearly mentioned in para 4 of the Counter filed by the Respondent before the Petroleum Board. As a matter of fact, the Ld. Counsel appearing for the Appellant herself requested the Petroleum Board, as indicated above, to give a direction to the Appellant for the appointment of Arbitrator. The Petroleum Board accordingly recorded the said Statement in its Order dated 18/11/08 and directed the Appellant to appoint an Arbitrator as agreed by both the parties. Thus, the Petroleum Board was constrained to pass such an Order as the Appellant as well as the Respondent agreed for Arbitration, without entertaining the complaint. In other words, the Petroleum Board was successfully prevented by the Appellant through its Ld. Counsel from going into merits of the complaint.

14. Having given such a consent on the strength of the stand taken in the Counter filed by the Appellant before the Petroleum Board, the Appellant in order to evade the Order of the Petroleum Board and to avoid appointment of Arbitrator as directed by the Petroleum Board, thought it fit to file an Application for Review by putting the blame on its Ld. Counsel as if the Ld. Counsel representing the Appellant was a novice and that such a consent was given without understanding the consequences of the Order, which contention was rightly rejected by the Petroleum Board.

15. This conduct of the Appellant would show that the Appellant is neither inclined to comply with the Order of the Petroleum Board, nor to act upon the Arbitration clause or not willing to face the enquiry over the complaint filed by the Respondent. On the other hand, the Appellant had gone to the extent of blaming its Counsel branding as a novice.

16. Besides this, it is to be pointed out that the Appellant has repeated same conduct before this Tribunal as well. As a matter of fact, the Ld. Counsel appearing for the Appellant before this Tribunal during the course of the hearing submitted that they are ready to act upon the Arbitration Clause and therefore, the Respondent may be directed as per the Arbitration Clause to suggest three names out of whom the Appellant will choose one as the sole arbitrator as contemplated in Clause 13 of the Agreement. The Ld. Counsel for the Respondent agreed before this Tribunal, to this proposal and undertook to suggest three names out of whom, the Appellant may choose one of them as the sole Arbitrator. Accordingly, the Respondent sent a letter dated 12/9/09 to the Appellant, suggesting the following three names:

- i) Hon. Justice Dr. A.R. Lakshmanan (Retired), Supreme Court;
- ii) Hon. Justice Venkataramana Reddy (Retired), Supreme Court
- iii) Hon. Justice M.N.Rao, Retired Chief Justice, Himachal Pradesh

17. Despite the receipt of this letter, the Appellant has not taken any steps to choose one name of the above three, as the Arbitrator, nor to reply to the said letter. On the other hand, on the date of the last hearing, the Ld. Counsel for the Appellant claimed that there is a fresh agreement entered into between the parties, not providing for Arbitration and as such, the Appellant is not ready for Arbitration. Admittedly, this ground has never been raised either before the Petroleum Board, or before this Tribunal through the grounds of Appeal. For the first time, this point has been urged after receipt of a letter sent by the Respondent to the Appellant, suggesting three names as proposed by the Ld. Counsel for the Appellant.

18. The above factors would clearly indicate that the Appellant has taken different and contradictory stands periodically before both the Petroleum Board and this Tribunal, in order to achieve its purpose which is not bona-fide.. The different stands which have been taken by the Appellant at various stages are given below:

- i) Before the Petroleum Board, the Appellant took a stand that as the Appellant is prepared to appoint an Arbitrator over the issue raised in the Complaint, as per the Arbitration Clause existing in the agreement, the complaint cannot be entertained by the Petroleum Board. Endorsing this stand, the Petroleum Board passed an Order on 18/11/08, giving a direction to the Appellant for the Appointment of an Arbitrator as desired by the Appellant.

- ii) The Appellant, thereafter, took a different stand before the Petroleum Board through an Application seeking for review of the Order dated 18/11/08, contending that the consent given by its Ld. Counsel for the appointment of Arbitrator, was not a valid one and therefore, the said Order dated 18/11/08 has to be set aside, and the R-1 has to be directed to approach the appropriate forum by invoking the Arbitration and Conciliation Act for appointment of Arbitrator.
- iii) While challenging both the impugned Orders passed by the Petroleum Board in the present Appeal before this Tribunal, the Appellant took a fresh stand through its Ld. Counsel while arguing the matter that it is ready to abide by the Arbitration Clause provided this Clause is followed by the parties in letter and spirit. It was contended by the Ld. Counsel for the Appellant on the date of hearing, that even though an Appeal has been filed against these Orders, he has received a letter from R-1 intimating him that already Justice Dr.A.R.Lakshmanan has been appointed as an Arbitrator. Pointing out that there is a slight violation of Clause 13, it was submitted by the Ld. Counsel for the Appellant that one party has to suggest three names, out of which, the other party has to choose one as the Sole Arbitrator and as this was not done in pursuance of the said Clause, the appointment of Arbitrator by R-1 was wrong. He further suggested that the Respondent could suggest three names and the Appellant would choose one name as the Arbitrator. In the light of this submission and suggestion made by the Ld. Counsel for the Appellant,

the Ld. Counsel for the Respondent was directed to suggest three names, so that the Appellant could choose one of them as the Sole Arbitrator. This was agreed to by the Ld. Counsel for the Respondent. Accordingly, the Ld. Counsel for the Respondent sent a letter to the Appellant suggesting three names viz.:

- i) Hon. Justice Dr.A.R. Lakshmanan (Retired), Supreme Court;
- ii) Hon. Justice Venkataramana Reddy (Retired), Supreme Court
- iii) Hon. Justice M.N.Rao, Retired Chief Justice, Himachal Pradesh

The Respondent requested the Appellant to choose one of the above three Judges as the Sole Arbitrator. There was, however, no reply to this letter by the Appellant.

- iv) When the matter came up on the next hearing, the Ld.Counsel for R-1 informed this Tribunal about the suggestion of three names through that letter, and the failure on the part of the Appellant to reply to the said letter. Ld. Counsel for the Appellant has now changed his stand and stated that as per Clause 13 of the Agreement, it is the Appellant who has to suggest three names and the Respondent has to choose one of them out of the three names, but the same was not done. If this stand is bona-fide, the Appellants should have sent a reply to the Respondent suggesting three names, so that the Respondent may choose one among them. This also was not done.

- v) In the last hearing, the Ld. Counsel for the Appellant, giving up all the previous grounds and stands taken by him, raised an altogether new point stating that the earlier agreement which was entered into between the parties has expired, and a fresh agreement has been entered into without any Arbitration Clause, and therefore, he need not act upon the earlier agreement.
  
- vi) The Appellant has raised one more ground in the Written Submission that these disputes have to be resolved only through the Central Committee appointed by the Central Government. This ground is quite contradictory to the earlier ground. Further, this was never raised either before the Petroleum Board nor before this Tribunal earlier.

19. As referred to above, the various inconsistent and shifting stands taken by the Appellant as well as its Ld. Counsel would show that the Appellant wanted to see that somehow or the other that no enquiry is conducted by the Petroleum Board on the complaint made by the Respondent against the Appellant, and also to ensure that no arbitration proceedings are conducted. From this, it is very clear that the Appellant has not come with clean hands both before the Petroleum Board as well as before this Tribunal.

20. For the foregoing reasons, the impugned Orders are confirmed and the Appeal is dismissed both as not maintainable in law, as well as not sustainable on merit. Consequently, the Appellant is directed to comply with the Orders passed by the Petroleum Board on 18/11/08 and 18/5/09. In case the Order passed by Petroleum Board on 18/11/08 is not complied with by the Appellant, it is open to the Respondent to approach the Petroleum Board, for taking further action by reporting non-compliance. The Respondent is also given liberty to approach this Tribunal for seeking suitable direction or action with reference to the non-compliance of the Orders, if any, passed by the Petroleum Board as well as by this Tribunal.

21. Since this Tribunal feels that the Appellant, whose conduct is highly condemnable, has not come with clean hands and has driven the Respondent from pillar to post, we deem it appropriate to impose sufficient costs on the Appellant. Accordingly, the Appellant is directed to pay Rs. One lakh to the Respondent No. 1 as costs, within two weeks from the date of receipt of this Order.

22. With these observations, the Appeal is dismissed.

(Mahesh B.Lal)  
Technical Member

(Justice M. Karpaga Vinayagam)  
Chairperson

Dated: 30<sup>th</sup> October, 2009

REPORTABLE / NON-REPORTABLE