

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE MR. JUSTICE A.K.JAYASANKARAN NAMBIAR

WEDNESDAY, THE 28TH DAY OF OCTOBER 2020/6TH KARTHIKA, 1942

A.R.No.103 OF 2019

PETITIONER:

LITE BITE FOODS PVT. LTD.
HAVING ITS REGISTERED OFFICE AT A-2/3,4TH FLOOR,
PUNBABI BHAWAN, 10, ROUSE AVENUE, NEW DELHI-110002
ALSO AT 317, UDYOG VIHAR, PHASE IV, GURUGRAM, 122016,
HARYANA, REPRESENTED BY ITS AUTHORIZED REPRESENTATIVE
NEERAVE BHATNAGAR

BY ADVS.SRI.S.SREEKUMAR (SR.)
SRI.P.MARTIN JOSE
SRI.P.PRIJITH
SRI.THOMAS P.KURUVILLA

RESPONDENT:

AIRPORTS AUTHORITY OF INDIA
CALICUT INTERNATIONAL AIRPORT, CALICUT AIRPORT (P.O),
KERALA-673647, REPRESENTED BY ITS AIRPORT DIRECTOR

R1 BY ADV. SRI.N.N.SUGUNAPALAN (SR.)
R1 BY ADV. SRI.V.SANTHARAM
R1 BY ADV. SRI.LAKSHMEESH.S.KAMATH

THIS ARBITRATION REQUEST HAVING BEEN FINALLY HEARD
ON 22.10.2020, THE COURT ON 28.10.2020 PASSED THE
FOLLOWING:

ORDER

The petitioner is a company incorporated under the Companies Act, 1956, with its registered office at New Delhi. The respondent is the Airports Authority of India, a statutory body under the aegis of the Ministry of Civil Aviation, Government of India, that is responsible for creating, maintaining, upgrading and managing civil aviation infrastructure in India. The respondent had floated a “request for qualification” [RFQ] and “request for proposal” [RFP] for concession to develop, market, setup, operate, maintain and manage the food and beverage outlets [F&B outlets] at Calicut International Airport, and invited bids from intending bidders in terms of the RFP and RFQ. The petitioner submitted its technical and financial bids, and, in the evaluation procedure that followed, the petitioner was found eligible and was accordingly awarded the concession referred above. Consequently, the parties executed the Letter of Intent to Award [LOIA] dated 7.12.2017, and the Concession Agreement dated 22.3.2018, containing the terms and conditions of the contract between them.

2. It is the case of the petitioner that since the inception of the Project, various acts of omission and commission on the part of the respondent resulted in a delay for operationalisation of the Project. As a result of the aforesaid delay, the services in respect of some of the F&B outlets were delayed till 11.6.2018, and BCAS clearance for the F&B outlets was obtained only by 20.7.2018. It is stated that the petitioner could not commence commercial operations before the said date, and hence, there was no occasion to raise any invoice in respect of the period prior to 20.7.2018. The petitioner alleges, however, that the respondent wrongfully, and in breach of the terms of the Concession Agreement, raised invoices in the month of September, 2018 with effect from 6.4.2018. Although the petitioner disputed such invoices, some payments were made to the respondent, under protest. Further, in view of the continued losses that had accumulated on account of the alleged inaction on the part of the respondent, the petitioner was constrained to issue a termination notice dated 16.4.2019, and vacated the premises on 13.8.2019.

3. It is the case of the petitioner that, thereafter, the respondent unilaterally invoked the bank guarantee that had

been furnished by the petitioner as security deposit, and also proceeded to blacklist the petitioner from participating in future tenders floated by the respondent for a period of three years. It is stated that the invocation of the bank guarantee was enjoined by an order dated 5.9.2019 of the Principal District Judge, Manjeri passed in an Arbitration O.P.No.293/2019 preferred by the petitioner under Section 9 of the Arbitration and Conciliation Act, 1996 [hereinafter referred to as the "1996 Act"]. In the meanwhile, on the failure of the attempts of the petitioner to bring about an amicable resolution of the disputes aforementioned, the petitioner invoked the arbitration vide notice dated 23.9.2019, and nominated its Arbitrator to act as the sole Arbitrator, to adjudicate upon the disputes between the petitioner and the respondent arising out of and in relation to the concession agreement, and requesting the respondent to agree to the suggestion. On the respondent refuting the claim of the petitioner for recourse to arbitration, the petitioner was constrained to approach this Court through the present Arbitration Request.

4. A counter affidavit has been filed by the respondent, wherein, the stand taken is that the Arbitration Request is not

maintainable, inasmuch as, according to the respondent, it is premature. A reference is made to clause 5.15(i) and (ii) of the RFP, which mandates that the petitioner has to deposit the disputed amount with the respondent as a condition precedent for invoking the arbitration clause, and further, that consent has to be obtained from the petitioner for acceptance of the recommendations of the Arbitrator, before making a reference to the Arbitrator for adjudicating the dispute. It is stated that inasmuch as the petitioner did not comply with the said precondition, the request for arbitration preferred under Section 11 of the 1996 Act ought to be rejected as premature and not maintainable.

5. I have heard the learned senior counsel Sri.S.Sreeekumar, assisted by Sri.P.Martin Jose, on behalf of the petitioner and the learned senior counsel Sri.N.N.Sugunapalan, assisted by Sri.V.Santharam, on behalf of the respondent.

6. Before advertng to the rival submissions, it would be apposite to notice the relevant clauses in the RFP and the Concessionaire agreement, that have a bearing on the issue that has to be decided in this case. These are enumerated below:

Request for Proposal [RFP]

5.15 Dispute Resolution

All disputes and differences arising out of or in any way touching or concerning this Concession Agreement shall in the first place be tried through mutual consensus within the definitions and interpretations provided herein within a period of thirty (30) days from the date on which the Concessionaire has sought resolution of the dispute from Authority. If the dispute involves financial implication above Rs.7,00,000/- (Rupees seven lakhs) the Concessionaire would be free to seek Arbitration under Arbitration and Conciliation Act 1996 duly amended from time to time. The Concessionaire by means of a written application can seek appointment of an Arbitrator and Authority would appoint such an Arbitrator within 30 days of receipt of the application, subject to fulfilling, the pre-requisites for appointment of the Arbitrator as laid hereunder:-

i. The case shall be referred to the Sole Arbitrator as per AA1 delegation of powers in vogue subject to the condition that the Concessionaire shall have to deposit the disputed amount with AA1 as condition precedent and the consent shall have to be obtained from the concessionaire for acceptance of the recommendations of Arbitrator before making reference to the Arbitrator for adjudication of dispute.

ii. During the arbitral and dispute resolution proceedings, the licensee(s) shall continue to pay the full amount of license fees/dues regularly as per the LOIA/Concession agreement, unless the arbitrator decide otherwise;

8.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Airport of Concession/Authority's Corporate Headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.

25.1 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with

and governed by the laws of India, and the courts at Ahmedabad shall have jurisdiction over matters arising out of or relating to this Agreement.

Concession Agreement:

F. The RFQ, RFP and LOIA would form integral part of this concession agreement.

1.2 Priority of Agreements and Errors/Discrepancies

1.2.1 This agreement, and all other agreements and documents forming part of this agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this agreement, the priority of this agreement and other documents and agreements forming part hereof shall, in the event of any conflict between them, be in the following order:

- (a) this agreement; and
- (b) all other agreements and documents forming part hereof;

1.2.2 In other words the agreement at (a) above shall prevail over the agreements and documents at (b) above. Provided further that in case of ambiguities or discrepancies within this agreement, the following shall apply:

- (a) Between two Articles of this agreement, the provisions of specific Articles relevant to the issue under consideration shall prevail over those in other Articles;
- (b) Between any value written in numerals and that in words, the latter shall prevail.

ARTICLE-22 [DISPUTE RESOLUTION]

22.1 Dispute resolution

22.1.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the parties, and so notified in writing by either party to the other party (except those the decision whereof is otherwise herein before expressly provided for or to which

the public premises (eviction of Unauthorized Occupants) Act, 1971 and the rules framed thereunder which are now enforced or which may hereinafter come into force are applicable) (the "Dispute") shall, in the first instance, be attempted to be resolved amicably through mutual consensus for the disputes with financial implication up to Rs.7,00,000/- (Rupees seven lakhs).

The parties agree to use their best efforts for resolving all disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any dispute.

22.2. Arbitration

22.2.1 Any dispute with financial implication above Rs.7,00,000/- (Rupees seven lakhs, as provided in clause 22.1.1, shall be finally decided by reference to arbitration by a Sole Arbitrator to be appointed by the tender approving authority as per AAI delegation of Power in vogue. Such arbitration shall be subject to the provisions of the Arbitration and Conciliation Act, 1996 and shall include amendments to or any re-enactments thereof, as in force from time to time. The venue of such arbitration shall be Regional Head Quarters Airports Authority of India, Southern Region, Chennai and the language of arbitration proceedings shall be English. The cost of arbitration shall be borne equally by both the parties.

22.2.2. The Arbitrator shall make an award (the "Award") for each dispute and/or claim and shall give reasons for the Award. Any award made in any arbitration held pursuant to this Article 22 shall be final and binding on the parties. For avoidance of doubt, the parties hereto agree that the adjudication hereunder shall not be final and binding until an appeal against such adjudication has been decided by an appellate tribunal or judicial court, as the case may be, or no such appeal has been preferred within the time specified in the Applicable Law.

22.2.3. The Concessionaire and the Authority agree that an Award may be enforced against the concessionaire and/or the Authority, as the case may be, and their respective assets wherever situated.

22.2.4. This Agreement and the rights and obligations of the parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder. For the avoidance of doubt, the Concessionaire hereto agree that the concessionaire shall pay to the Authority, the Concession Fee, the Space Rent, Common Area Maintenance Charges, Utility Charges and any other payments that may become due and payable, pending the Award in any arbitration proceedings hereunder.

22.3. Adjudication by Regulatory Authority or Commission

In the event of Constitution of a statutory Regulatory Authority or commission with powers to adjudicate upon disputes between the concessionaire and the Authority, all disputes arising after such constitution shall, instead of reference to adjudication under clause 22.3, be adjudicated upon by such Regulatory Authority or Commission in accordance with the applicable Law and all references to Dispute Resolution Procedure shall be construed accordingly. For the avoidance of doubt, the parties hereto agree that the adjudication hereunder shall not be final and binding until an appeal against such adjudication has been decided by an appellate tribunal or judicial court, as the case may be, or no such appeal has been preferred within the time specified in the Applicable Law.

7. The submissions of the learned senior counsel Sri.S.Sreekumar, on behalf of the petitioner, briefly stated, are as follows:

- That on a reading of Article 1.2 of the Concessionaire Agreement, it becomes apparent that while the RFP would form part of the Concessionaire Agreement, in the event of

a conflict in the clauses in the RFP and the Concessionaire Agreement, priority has to be accorded to the clauses in the concessionaire agreement, and viewed thus, Article 22 of the Concessionaire Agreement has to be seen as the Arbitration Agreement between the parties. In view of the apparent conflict between clause 5.15 of the RFP and Article 22 of the Concessionaire Agreement, the former has to yield to the latter, for the purposes of determining the Arbitration agreement between the parties.

- ❑ In the alternative, even if it were to be assumed that Article 22 of the Concessionaire agreement and clause 5.15 of the RFP are to be read together and as supplementing each other, then the conditions in the RFP, obliging the petitioner to choose an Arbitrator from among a panel suggested by the respondent, fall foul of the law declared by the Supreme Court in **Perkins Eastman Architects DPC & Anr. v. HSCC (India) Ltd. - [2019 9 SCC Online SC 1517]** as also by the Bombay High Court in the judgment dated 4.12.2019 in **Commercial Arbitration Application (L) No.495/2019 - [Lite Bite Foods Pvt. Ltd. v. Airports Authority of India]** between the very same parties and in respect of an identical agreement.

- ❑ It is also relevant to note that, the condition in clause 5.15 of the RFP that requires the petitioner to pre-deposit amounts as a condition for invoking the arbitration, can no longer be seen as a valid clause in the light of the judgment

of the Supreme Court in **ICOMM Tele Ltd. v. Punjab State Water Supply and Sewerage Board and Anr. - [(2019) 4 SCC 401]** that opined that 'detering a party to an arbitration from invoking the alternate dispute resolution process, by insisting on a pre-deposit of 10 per cent would discourage arbitration, contrary to the object of de-clogging the court system, and would render the arbitral process ineffective and expensive'.

- ❑ Lastly, it is pointed out that after the amendment to the 1996 Act, in 2015, the scope of examination of this Court, in proceedings under Section 11 of the 1996 Act, is confined only to the existence of an arbitration agreement and nothing more. Reliance is placed on the decision of the Supreme Court in **Uttarakhand Purv Sainik Kalyan Nigam Ltd. v. Northern Coal Field Ltd. - [(2020) 4 SCC 455]** for the said proposition.

8. Per contra, the learned senior counsel for the respondent Sri.N.N.Sugunapalan would submit as follows:

- ❑ That there is no conflict between clause 5.15 of the RFP and Article 22 of the Concessionaire Agreement, for, while Article 22 of the Concessionaire Agreement indicates the Forum for Dispute Resolution, clause 5.15 of the RFP details the preconditions to be fulfilled for invoking the remedy of arbitration. It is his contention that there is nothing wrong in an agreement between the parties

providing for one party to comply with certain procedures as a precondition for invoking the arbitration agreement subsisting between the parties.

- ❑ He relies on the decision in **S.K. Jain v. State of Haryana - [(2009) 4 SCC 357]** to contend that the Supreme Court had, in that case, found a clause, that required the party invoking arbitration to make a security deposit of an amount as a precondition for invoking the arbitration agreement, on condition that the said amount would be refunded to him if he succeeded in the action, as not illegal. It is further pointed out that the said judgment of the Supreme Court was approved in a later judgment reported as **ICOMM Tele Ltd. v. Punjab State Water Supply and Sewerage Board and Anr. - [(2019) 4 SCC 401]**, where the court justified the former decision as rendered in circumstances where there was no challenge to the clause concerned, as violative of Article 14 of the Constitution. He contends that in the absence of a challenge to clause 5.15 of the RFP as violative of Article 14, in the instant petition, the earlier judgment of the Supreme Court in **S.K. Jain v. State of Haryana - [(2009) 4 SCC 357]** must be seen as binding for the purposes of this case.

9. I have considered the rival submissions and have also gone through the terms of the Concessionaire Agreement entered into between the parties. At the very outset, this Court has to

remind itself that the limited role that is expected of it, in proceedings under Section 11 of the 1996 Act, after its amendment in 2015, is to look at one aspect alone, namely, the existence of an arbitration agreement between the parties. In the instant case, the submissions advanced on behalf of the petitioner and the respondent indicate that there is no dispute among them as regards the existence of an arbitration agreement between them, the question urged being only as to whether the petitioner was required to fulfill certain preconditions before invoking the arbitration under the said agreement.

10. On a reading of Article 1.2 of the Concessionaire Agreement, I find that there is a clear indication therein that the terms of the Concessionaire Agreement are to be accorded priority over all other agreements and documents that formed part of the Concessionaire Agreement. The recital 'F' of the Concessionaire Agreement, no doubt, indicates that the RFQ, RFP and LOIA would all form integral parts of the Concessionaire Agreement. The point to be noted, however, is that in the event of ambiguities and discrepancies arising between clauses in the Concessionaire Agreement and clauses in the RFP, as in this case, it is the clause in the Concessionaire Agreement that has to prevail. No doubt, it

is only in the event of a 'conflict' that the relevant clause in the Concessionaire Agreement would prevail over the corresponding clause in the RFP. On an overall perusal of the clauses in the RFP as also in the Concessionaire Agreement, I find that the clauses in the Concessionaire Agreement which deal with the same subject matter as the corresponding clause in the RFP were intended to override the latter clauses in the RFP. For instance, Article 25.1 of Appendix-II to the RFP indicates the Governing law and jurisdiction to be the laws of India and the courts at Ahmedabad respectively. The corresponding clause in the Concessionaire Agreement, however, indicates the governing laws to be that of India and the jurisdiction to be in the Courts at Manjeri, Kerala. It is apparent therefore that while the clauses in the RFP, while dealing with a particular subject, were tentative in nature, and for the purposes of inviting the bids from tenderers, the final terms and conditions that would bind the parties to the contract had to be found in the Concessionaire Agreement that was eventually entered into between the parties. Article 1.2 of the Concessionaire Agreement only provides a clarification as to the course of action to be adopted in the event of a conflict between the clauses in the Concessionaire Agreement and corresponding clauses in the other documents that were intended to form part of the Concessionaire

Agreement. Viewing clause 5.15 of the RFP and Article 22 of the Concessionaire Agreement, in the said backdrop, the inference must necessarily be that both the clauses deal with the manner of dispute resolution, and if that be the case, then, by virtue of Article 1.2 of the Concessionaire Agreement, Article 22 of the said Agreement must be seen as constituting the Arbitration Agreement between the parties.

11. Even if one were to treat clause 5.1 of the RFP as supplementing in some way, the terms of Article 22 of the Concessionaire Agreement, the conditions in clause 5.15 of the RFP, that require the petitioner to choose an Arbitrator from among a panel suggested by the respondent, as also the condition that requires the petitioner to make a pre-deposit of amounts as a condition for invoking the arbitration, would fall foul of the law declared by the Supreme court in the decisions reported as **Perkins Eastman Architects DPC & Anr. v. HSCC (India) Ltd. - [2019 9 SCC Online SC 1517]** and **ICOMM Tele Ltd. v. Punjab State Water Supply and Sewerage Board and Anr. - [(2019) 4 SCC 401]** respectively. I am not persuaded to accept the contention of the learned senior counsel for the respondent that it is only in the event of a challenge to clause 5.15 of the RFP

on the ground that it is violative of the fundamental rights of the petitioner under Article 14 of the Constitution of India, that this Court can hold the said clause, in the RFP, as illegal. After the amendment of the 1996 Act in 2015, the law must be taken to be that any clause in an agreement, that requires one of the contracting parties to make a deposit of amount as a precondition for invoking the arbitration, has to be seen as rendering the entire clause arbitrary, being not only excessive or disproportionate but leading to a wholly unjust situation in arbitration proceedings, that are ordinarily to be encouraged on account of the high pendency of cases in courts and the ever-increasing cost of litigation. I am therefore of the opinion that even if the clause in the RFP is to be treated as supplementing Article 22 of the Concessionaire Agreement, the offending conditions in the RFP would have to be ignored in view of the declaration of law by the Supreme Court in the cases referred above.

12. In the result, I am of the view that Article 22 of the Concessionaire Agreement constitutes the arbitration agreement between the parties, and I am required to exercise my discretion under Section 11 of the 1996 Act, and make an appointment of a sole arbitrator. Accordingly, I nominate Justice (Retd.)

Sri.T.R.Ramachandran Nair, a former Judge of this Court, as the sole arbitrator to arbitrate on the disputes that have arisen between the parties herein.

(a) Appointment of Arbitrator: Justice (Retd.) T.R.Ramachandran Nair, is hereby nominated to act as a Sole Arbitrator to decide the disputes and differences between the parties herein.

(b) Communication to Arbitrator of this order:

(i) A copy of this order will be communicated to the learned Sole Arbitrator by the Advocates for the petitioner within one week from today of the order being uploaded.

(ii) In addition, within one week of this order being uploaded, the Registry will forward an ordinary copy of this order to the learned Sole Arbitrator at the following postal and email addresses:

**Arbitrator Justice (Retd.) Sri.T.R.Ramachandran Nair
Former Judge,
High Court of Kerala**

Address Thekkedath House
House No.60/2783,
Diwan's Road, Ernakulam,
Kochi – 682 016.

Mobile 9447090104

- (c) **Disclosure:** The learned Sole Arbitrator is requested to forward his statement of disclosure under Section 11(8) read with Section 12(1) of the Arbitration Act to the Registrar of this Court, referencing this arbitration application, as soon as possible, and in any case sufficiently in advance of his entering upon the reference to his arbitration. That statement will be retained by the Registrar on the file of this application. Copies will be given to both sides.
- (d) **Appearance before the Arbitrator:** Parties will appear before the learned Sole Arbitrator on such date and at such place as he nominates to obtain appropriate directions in regard to fixing a schedule for completing pleadings, etc.
- (e) **Contact/communication information of the parties:** Contact and communication particulars are to be provided by both sides to the learned Sole Arbitrator within one week of this order being uploaded. The information is to include a valid and functional email address.
- (f) **Application under Section 16:** Liberty is granted to either side to file an application before the learned Sole Arbitrator under Section 16 in regard to any matter or claim and its arbitrability, jurisdiction and

the arbitral tribunal competence.

(g) Interim Application/s:

(i) Liberty is granted to both sides to make an interim application or interim applications including (but not limited to) interim applications under Section 17 of the 1996 Act before the learned Sole Arbitrator.

(ii) Any such application will be decided in such manner and within such time as the learned Sole Arbitrator deems fit.

(h) Fees: The Arbitrator's fees shall be governed by the Kerala High Court (Fee Payable to Arbitrators) Rules, 2017.

(i) Sharing of costs and fees: Parties agree that all arbitral costs and the fees of the arbitrator will be borne by the two sides in equal shares in the first instance.

(j) Consent to an extension if thought necessary:

Parties immediately consent to a further extension of up to six months to complete the arbitration should the learned Sole Arbitrator find it necessary.

(k) Venue and seat of arbitration: In view of the seat of Arbitration being indicated as Manjeri in Kerala, the venue will be in Kerala as per the convenience of the parties and the Arbitrator.

(I) Contentions kept open: All contentions before the learned Sole Arbitrator are specifically kept open.

This Arbitration Request is allowed.

Post on 12.11.2020 for the disclosure statement.

Sd/-
A.K.JAYASANKARAN NAMBIAR
JUDGE

prp/

APPENDIX

PETITIONER'S EXHIBITS:

ANNEXURE A	TRUE COPY OF THE REQUEST FOR PROPOSAL DATED 11.10.2017
ANNEXURE B	TRUE COPY OF LETTER OF INTEND TO AWARD DATED 07.12.2017 (LOIA)
ANNEXURE C	TRUE COPY OF CONCESSION AGREEMENT EXECUTED AT CALICUT INTERNATIONAL AIRPORT ON 22.03.2018 BETWEEN THE AIRPORTS AUTHORITY OF INDIA AND PETITIONER
ANNEXURE D	TRUE COPY OF HANDING OVER/TAKING OVER REPORT
ANNEXURE E	TRUE COPY OF E-MAIL DATED 11.06.2018
ANNEXURE F	TRUE COPY OF PROVISIONAL SECURITY CLEARANCE FROM BUREAU OF CIVIL AVIATION SECURITY DATED 20.07.2018
ANNEXURE G	TRUE COPY OF LETTER DATED 22.11.2018 ISSUED BY THE PETITIONER TO THE RESPONDENT
ANNEXURE H	TRUE COPY OF RESPONSE DATED 01.01.2019 ISSUED BY THE RESPONDENT TO THE PETITIONER'S LETTER DATED 22.1.2018
ANNEXURE I	TRUE COPY OF LETTER DATED 24.06.2019 ISSUED BY THE PETITIONER TO THE RESPONDENT
ANNEXURE J	TRUE COPY OF LETTER DATED 05.08.2019 ISSUED BY THE PETITIONER TO THE RESPONDENT
ANNEXURE K	TRUE COPY OF RESPONSE DATED 21.08.2019 ISSUED BY THE RESPONDENT TO LETTER DATED 05.08.2019
ANNEXURE L	TRUE COPY OF LOCATION WISE BILLING DETAILS IN RESPECT OF PERIOD FROM APRIL 2018 TO AUGUST, 2019
ANNEXURE M	TRUE COPY OF TERMINATION NOTICE DATED 16.04.2019
ANNEXURE N	TRUE COPY OF LETTER DATED 07.05.2019 ISSUED BY THE PETITIONER TO THE RESPONDENT

ANNEXURE O TRUE COPY OF MINUTES OF THE MEETING HELD ON
07.05.2019

ANNEXURE P TRUE COPY OF LETTER DATED 09.07.2019 ISSUED BY
THE RESPONDENT TO THE PETITIONER

ANNEXURE Q TRUE COPY OF PETITION AOP NO.293/2019

ANNEXURE R TRUE COPY OF REPLY TO THE PETITION
A.O.P.NO.293/2019

ANNEXURE S TRUE COPY OF ORDER DATED 05.09.2019 IN IA
NO.1401/2019 OF PRINCIPAL DISTRICT COURT,
MANJERI

ANNEXURE T TRUE COPY OF ARBITRATION NOTICE DATED
23.09.2019

ANNEXURE U TRUE COPY OF E-MAIL SENT TO THE RESPONDENT
DATED 23.09.2019

ANNEXURE V TRUE COPIES OF THE POSTAL RECEIPTS, TRACKING
DETAILS EVIDENCING THE DELIVERY

ANNEXURE W TRUE COPY OF THE LETTER DATED 19.09.2019

ANNEXURE X TRUE COPY OF REPLY DATED DATED 26.09.2019

ANNEXURE Y TRUE COPY OF LETTER DATED 16.10.2019

ANNEXURE Z TRUE COPY OF LETTER DATED 17.10.2019

ANNEXURE AA TRUE COPY OF REPLY DATED 22.10.2019 TO THE
LETTERS DATED 16.10.2019 AND 17.10.2019

ANNEXURE AB TRUE COPY OF LETTER DATED 09.10.2019

ANNEXURE AC TRUE COPY OF REPLY DATED 14.10.2019 TO THE
LETTER DATED 09.10.2019

ANNEXURE AD TRUE COPY OF THE LETTER DATED 18.10.2019

ANNEXURE AE TRUE COPY OF THE REPLY DATED 21.10.2019 TO
ANNEXURE AD

//TRUE COPY//

P.S. TO JUDGE