IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE MR. JUSTICE P.B.SURESH KUMAR

TUESDAY, THE 3RD DAY OF AUGUST 2021 / 12TH SRAVANA, 1943

WP(C) NO. 12930 OF 2021

PETITIONERS:

1 JYOTHI BASU V
AGED 51 YEARS
S/O. KORUKKUTTY, CHERUTHADATHIN HOUSE, P.O. MANASSERY, KOZHIKODE-673 602

2 M. ABOOBAKER,
AGED 47 YEARS
S/O. MUHAMMED KUNHI, CHAMBALAM HOUSE, CHAMBALAM, POST CHENGALA, KASARGOD-671 541

3 RISHAD P.M,
AGED 38 YEARS
S/O. MUHAMMAD KUNHI, TEEPEE RESIDENCE, THEKKIL FERRY, KASARAGOD-671541.

4 V.N. RAJENDRAKUMAR,
AGED 57 YEARS
S/O. NEELAKANDAN NAIR, PRASANTHI HOUSE, PUTHOORVAYAL POST, VINAYAKA, KALPETTA-673 577

5 A.ABOOBACKER,
AGED 62 YEARS
S/O. HASSANKUTTY HAJI, AB HOUSE BEVINJE, P.O THEKKIL FERRY, CHENGALA, KASARAGOD-671541

6 T. ISMAYIL,
AGED 44 YEARS
S/O. MOIDU, THURKEY HOUSE, PADINJARATHARA P.O, THENGUMUNDA, WAYANAD-673575

7 RAJAN K.P,
AGED 67 YEARS

S/O.KUTTAPPU KP, KORAMPARAMBIL HOUSE, P.O. PANTHEERANKAVU, KOZHIKODE-673 019

8 JITHIN GOPINATH,
AGED 35 YEARS
S/O. GOPINATHAN, GOPI NIVAS, MEDICAL COLLEGE P.O, KOZHIKODE-673 008

9 MOHANAN V,
AGED 48 YEARS
S/O. GOVINDAN P.V, JISHNUNIVAS, MATTANNUR, P.O., KANNUR-670 702.

10 DHANESH C.,
AGED 38 YEARS
S/O. R. YESUDAS,
PREM NIVAS, VAYANTHODE, MATTANNUR P.O, KANNUR-670702

11 R. YESUDAS,
AGED 68 YEARS
S/O. RAJAMANI, PREM NIVAS, VAYANTHODE, MATTANNUR P.O, KANNUR-670702

12 PRAJITH P.V,
AGED 39 YEARS
S/O. KUNJIRAMAN, PULLANHIYOTTU HOUSE, PULIYANNUR PODAVOOR P.O, CHERUVATHUR, KASARAGOD-671313

13 VINODAN K,
AGED 62 YEARS
S/O. SHANKARAN K, SOUPARNIKA HOUSE, RAMATHERU, PALLIKKUNNU, KANNUR-670004.

14 BABURAJ P.K,
AGED 50 YEARS
S/O. KUNHIRAMAN, MANASAM KAVINMOOLA, P.O. MAMBA, KANNUR-670 611

15 RAGHU N,
AGED 59 YEARS
S/O. ANANDAN, HARISREE SATHRAM ROAD, DHARMADAM P.O, KANNUR-670106

16 **T. RAMACHANDRAN,**
AGED 63 YEARS
S/O. UNNI, THEVARKANDIYIL HOUSE, PANTHEERANKAVU P.O, KOZHIKODE-673 019

17 **SHAJI N,**
AGED 46 YEARS
S/O. DAMODRA KURUP, NAMBOLATH HOUSE, THANDORA PARA, PERAMBRA P.O, KOZHIKODE-673526

18 **T.P. KRISHNAN,**
AGED 72 YEARS
S/O. KANNAN, THACHOLIPOYIL HOUSE, VILLIYAPALLY P.O, VADAKARA, KOZHIKODE-673 542

19 **T.I. RAJU,**
AGED 72 YEARS
S/O. ITHAPIRI, THURUTHUMMEL HOUSE, KUSUMAGIRI P.O, KOCHI-682 030

20 **LALKUMAR N.K,**
AGED 50 YEARS
S/O. KARUNAKARAN, NALUPURAKKAL KUNIYIL, VELOR P.O, ATHOLI, KOZHIKODE-673 315

BY ADVS.
K.L.VARGHESE (SR.)
TESSY JOSE

RESPONDENTS:

1 **KERALA WATER AUTHORITY**
REPRESENTED BY THE MANAGING DIRECTOR,
JALABHAVAN, THIRUVANANTHAPURAM-695 033.

2 **THE FINANCE MANAGER & CHIEF ACCOUNTS OFFICER,**
KERALA WATER AUTHORITY, JALABHAVAN,

THIRUVANANTHAPURAM-695 033

BY ADV:
BIJILY JOSEPH
BENJAMIN PAUL, GP

THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION ON 03.08.2021, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

C.R.

P.B.SURESH KUMAR, J.

W.P.(C) No.12930 of 2021

Dated this the 3rd day of August, 2021.

JUDGMENT

Petitioners are contractors undertaking civil construction works for various agencies including the Kerala Water Authority (the Water Authority). They have approached this court aggrieved by Exts.P6 and P7 orders of the Finance Manager and Chief Accounts Officer of the Water Authority.

2. The facts relevant for adjudication of the dispute, as discernible from the pleadings and the submissions made at the Bar are the following : Since the Water Authority could not disburse the admitted dues to the contractors in respect of the

works satisfactorily executed by them on time due to paucity of funds, a scheme was evolved for early disbursement of the dues to the contractors so as to ease their financial burden. The scheme evolved is that if the contractor exercises option to pay interest for the amounts payable to him, the Water Authority would disburse the dues by borrowing money from the bank, after deducting the interest payable for the said amount for a period of one year. As per the prevailing practice, the contractor is required to exercise option for the said purpose in the form of an undertaking and once the undertaking is given, the Water Authority would disburse the dues less the interest for the period of one year from the account of an overdraft facility enjoyed by it from the bank exclusively for the said purpose. The arrangement is that as and when the bill raised in respect of the work executed by the contractor gets matured, the Water Authority would liquidate the liability with respect to the borrowing made. The petitioners are contractors who have exercised option to pay interest and received payments due from the Water Authority in respect of the works executed by them, less the interest, in terms of the scheme. The bills raised in respect of the works executed by the petitioners did not, however, mature for payment within one year and consequently, the Water Authority had to pay interest to the bank for the borrowings made for the period exceeding one year. The second respondent, the Finance Manager and the Chief Accounts Officer of the Water Authority, in the circumstances, issued Exts.P6 and P7 orders, in terms of which he has ordered to recoup the deficit interest from the forthcoming bills and other amounts payable to the petitioners from the Water Authority. The undertakings given by the petitioners to the Water Authority for effecting payments in terms of the scheme aforesaid contains a term to the effect that the contractors would be liable to pay interest for the amounts borrowed beyond the period of one year also, if the bills in respect of the works executed by them do not get matured for payment within one year. The petitioners would contend that the said term is an unconscionable one and hence not enforceable. It is stated by the petitioners that in order to effect payment of the admitted dues to the similarly placed contractors, the State Government is issuing financial instruments to the contractors assuring payment within one year so as to enable the contractors to discount the same from the specified banks; that the charges levied by banks for discounting the said instruments is only 5% of the amounts disbursed and that the contractors are required to bear only 50% of the said charges. According to the petitioners, the Water Authority which is an instrumentality of the State cannot fasten a liability higher than one fastened by the State Government on similarly placed contractors in the matter of effecting the payments admittedly due to them. The petitioners, in the circumstances, seek orders quashing Exts.P6 and P7 orders. They also seek directions to the respondents to refrain from saddling the liability to pay interest on them, for the period exceeding one year. The petitioners further seek directions to the respondents to refrain from realising the amounts covered by Exts.P6 and P7 orders.

3. A statement has been filed on behalf of the Water Authority contending, among others, that it is with a view to ease the financial burden of the contractors that the Water Authority has evolved the scheme for early payment of the dues to the contractors; that the benefit of the scheme can be availed only by the contractors who undertake to pay the interest for the amount disbursed to them till the bills get matured for payment and that Exts.P6 and P7 orders are, therefore, in order. It is also contended that in so far as undertakings have been given by the petitioners out of their free will offering to pay interest for the amounts disbursed till their bills get matured, it cannot be said that the same is

vitiated on any grounds, whatsoever.

4. Heard the learned Senior Counsel for the petitioners as also the learned Standing Counsel for the Water Authority.

5. The learned Senior Counsel for the petitioners submitted that the conduct of the Water Authority in obtaining undertakings from the petitioners to the effect that they should bear the interest payable for the amount disbursed to them even beyond the period of one year, if the bills raised in respect of the works executed by them do not get matured for payment within one year, is unconscionable and hence unenforceable. The learned Senior Counsel relied on the decision of the Apex Court in **Central Inland Water Transport Corpn. v. Brojo Nath Ganguly**, (1986) 3 SCC 156, in support of the said contention.

6. Per contra, the learned Standing Counsel for the Water Authority submitted that the scheme evolved by the

Water Authority for effecting early disbursement of the amounts due to the contractors is a fair and reasonable arrangement and there is absolutely no reason for this court to interfere with the arrangement. The learned Standing Counsel has reinforced the said stand by pointing out that in the event of the bills getting matured before one year, the Water Authority used to return the proportionate interest to the contractors.

7. As noted, the case of the petitioners in essence is that the scheme for early disbursement of the dues of the contractors is evolved on the premise that the bills raised in respect of the works executed by the petitioners would get matured for payment at any rate within one year, and the Water Authority is therefore, not justified in realising interest for the amounts disbursed for any period exceeding one year. The case of the Water Authority, on the other hand, is that the scheme does not make any assurance that the bills would get matured for payment within one year and it is due to the said

reason that undertakings are obtained from the contractors to the effect that they would bear interest for the amounts disbursed until the bills get matured for payment. The petitioners do not dispute the fact that they have given undertakings to the effect that they would pay interest for the amounts disbursed to them until the bills get matured for payment. Ext.P5 in the writ petition is the undertaking given by one of the petitioners for obtaining payment in respect of one of the works executed by him. The undertaking reads thus:

> "I, MOHANAN V, residing at Jishnu Nivas, Near Mahadeva Temple, Mattannoor P.O, Kannur being B-Class contractor of Kerala Water Authority hereby undertake that have read the proceedings of the Managing Director, Kerala Water Authority No:0068/2015/Dy.AM/FIN/KWA dated 05/05/2017 gives my option to receive the payment towards my pending bills as per details mentioned below and do hereby give my consent.

<table>
<tr><td>Name of work</td><td colspan="2">State Plan 2017-18 – Optimisation of production and transmission renovation of 13.7 MLD WTP at Chavasseryparamba WSS to Kolachery</td></tr>
<tr><td>Under KWA Division office</td><td colspan="2">W S Division, Kannur</td></tr>
<tr><td colspan="3"></td></tr>
<tr><td>Bill Details</td><td>Work</td><td>State Plan 2017-18 – Optimisation of</td></tr>
</table>

		production and transmission renovation of 13.7 MLD WTP at Chavasseryparamba WSS to Kolachery
	Gross amount of bill	42,33,003.00
	Less Retention	--
	Amount now requested	42,33,003.00
	Interest recovered	3,76,737.00
	Net Amount	38,56,266.00

It is further state that the date of recovery of retention money for the bills paid under this will be date on which my bill is payable based on receipt of budget release and after observing seniority at Kerala Water Authority.

I hereby undertake to bear the interest for the period beyond twelve months to be recovered from my next CC bill/final bill/retention /security deposit etc..at the option of Kerala Water Authority. If the release of funds towards my bills based on seniority is made beyond twelve months from the date release of funds to me under this."(underline supplied)

The short question, therefore, is as to whether the Water Authority is justified in obtaining undertakings from the petitioners to the effect that they would bear interest for the amounts disbursed to them till the bills in respect of the works executed by them get matured for payment.

8. The fact that the petitioners have executed the works referred to in Exts.P6 and P7 orders satisfactorily is not in dispute. Similarly, the fact that the amounts disbursed to the petitioners which are shown in Exts.P6 and P7 are amounts legitimately due to them is also not in dispute. Since the Water Authority could not disburse the dues to the contractors on time due to paucity of funds and since the payments have been effected by borrowing money from the bank, that the Water Authority has recovered interest for the amounts for a period of one year from the petitioners. Since the inability of the Water Authority in effecting the payments due to the petitioners on time was not due to any reason attributable to the petitioners, it was not fair at all on the part of the Water Authority which extracted works from the petitioners to require the petitioners to bear the interest burden for effecting disbursement of their dues. Be that as it may, since the petitioners do not have a

case that the offer made by them to pay interest for the amounts disbursed to them for a period of one year is vitiated on account of any reason or circumstances, it is unnecessary to examine the sustainability of the said arrangement. As noted, the term in the undertaking as regards interest burden for the period beyond one year is that the petitioners would bear the same until the bills in respect of the works executed by them get matured for payment. In other words, the said term enables the Water Authority to recover even the entire amount disbursed to the petitioners by way of interest, if they are unable to get funds sufficient for honouring the bills from their funding partners. As noted, the case of the petitioners is that the term aforesaid in the undertaking is an unconscionable one. Black's Law dictionary defines a term in a contract as unconscionable, if it is so grossly unfair to one of the parties because of stronger bargaining powers of the other party. Similarly, an 'unconscionable contract' is defined in Black's Law dictionary as a contract which no man in his senses would make. The definition aforesaid in the dictionary reads thus:

> "Unconscionable bargain or contract. A contract, or a clause in a contract, that is so grossly unfair to one of the parties because of stronger bargaining powers of the other party; usually held to be void as against public policy. An unconscionable bargain or contract is one which no man in his senses, not under delusion, would make, on the one hand, and which no fair and honest man would accept, on the other. Hume v. U. S., 132 U.S. 406, 10 S.Ct. 134, 33 L.Ed. 393, See also Unconscionability".

The term in the undertakings given by the petitioners which enables the Water Authority to recover even the entire amounts disbursed to the contractors towards interest, if the Water Authority is unable to get funds sufficient for honouring the bills, merely on the ground that the funds disbursed are borrowed, is grossly unfair to the contractors. I have also no doubt that such a clause is insisted since the Water Authority was certain that the contractors would agree to such a term having regard to their pressing financial requirements, if they are able to receive the proceeds of the works executed by them. In other words, it cannot be doubted that the incorporation of such a term in the undertaking is because of the stronger bargaining power exercised by the Water Authority over the contractors. Needless to say that the term aforesaid in the undertaking is an unconscionable one. It is all the more so since I am convinced that the petitioners would not have given such undertakings, had they been put notice that the Water Authority would be in a position to realise even the entire amounts disbursed or a substantial portion thereof, if the Water Authority is unable to find funds for honouring their bills. An unconscionable term in a contract is one which is irreconcilable with what is right or reasonable [see **Central Inland Water Transport Corpn.**]. In other words, the term aforesaid is unconscionable, unreasonable and grossly unfair.

9. What is the effect of such a term in an undertaking obtained by a public body is the next question. In

Central Inland Water Transport Corpn., it was held by the Apex Court that the courts will not enforce and will, when called upon to do so, strike down an unfair and unreasonable contract, or an unfair and unreasonable clause in a contract entered into between the parties who are not equal in bargaining power. It was also held by the Apex Court in the said case that contracts in prescribed or standard forms containing clauses which are unconscionable, unreasonable and unfair in nature entered into with large number of persons or a group of persons who have far less bargaining power or no bargaining power at all, are injuries to the public interest as well and that such terms are to be adjudged void. Paragraphs 89 and 91 of the judgment of the Apex Court in the said case read thus:

> "**89.** Should then our courts not advance with the times? Should they still continue to cling to outmoded concepts and outworn ideologies? Should we not adjust our thinking caps to match the fashion of the day? Should all jurisprudential development pass us by, leaving us floundering in the sloughs of 19th century theories? Should the strong be permitted to push the weak to the wall? Should they be

allowed to ride roughshod over the weak? Should the courts sit back and watch supinely while the strong trample underfoot the rights of the weak? We have a Constitution for our country. Our judges are bound by their oath to "uphold the Constitution and the laws". The Constitution was enacted to secure to all the citizens of this country social and economic justice. Article 14 of the Constitution guarantees to all persons equality before the law and the equal protection of the laws. The principle deducible from the above discussions on this part of the case is in consonance with right and reason, intended to secure social and economic justice and conforms to the mandate of the great equality clause in Article 14. This principle is that the courts will not enforce and will, when called upon to do so, strike down an unfair and unreasonable contract, or an unfair and unreasonable clause in a contract, entered into between parties who are not equal in bargaining power. It is difficult to give an exhaustive list of all bargains of this type. No court can visualize the different situations which can arise in the affairs of men. One can only attempt to give some illustrations. For instance, the above principle will apply where the inequality of bargaining power is the result of the great disparity in the economic strength of the contracting parties. It will apply where the inequality is the result of circumstances, whether of the creation of the parties or not. It will apply to situations in which the weaker party is in a position in which he can obtain goods or services or means of livelihood only upon the terms imposed by the stronger party or go without them. It will also apply where a man has no choice, or rather no meaningful choice, but to give his assent to a contract or to sign on the dotted line in a prescribed or standard form or to accept a set of rules as part of the contract, however unfair, unreasonable and unconscionable a clause in that contract or form or rules may be. This principle, however, will not apply where the bargaining power of the contracting parties is equal or almost equal. This principle may not apply where both parties are businessmen and the contract is a commercial transaction. In today's complex world of giant corporations with their vast infrastructural organizations and with the State through its instrumentalities and agencies entering into almost every branch of industry and commerce, there can be myriad situations which result in unfair and unreasonable bargains between parties possessing wholly disproportionate and unequal bargaining power. These cases can neither be enumerated nor fully illustrated. The court must judge each case on its own facts and circumstances.

91. Is a contract of the type mentioned above to be adjudged voidable or void? If it was induced by undue influence, then under Section 19-A of the Indian Contract Act, it would be voidable. It is, however, rarely that contracts of the types to which the principle formulated by us above applies are induced by undue influence as defined by Section 16(1) of the Indian Contract Act, even though at times they are between parties one of whom holds a real or apparent authority over the other. In the vast majority of cases, however, such contracts are entered into by the weaker party under pressure of circumstances, generally economic, which results in inequality of bargaining power. Such contracts will not fall within the four corners of the definition of “undue influence” given in Section 16(1). Further, the majority of such contracts are in a standard or prescribed form or consist of a set of rules. They are not contracts between individuals containing terms meant for those individuals alone. Contracts in prescribed or standard forms or which embody a set of rules as part of the contract are entered into by the party with superior bargaining power with a large number of persons who have far less bargaining power or no bargaining power at all. Such contracts which affect a large number of persons or a group or groups of persons, if they are unconscionable, unfair and unreasonable, are injurious to the public interest. To say that such a contract is only voidable would be to compel each person with whom the party with superior bargaining power had contracted to go to court to have the contract adjudged voidable. This would only result in multiplicity of litigation which no court should encourage and would also not be in the public interest. Such a contract or such a clause in a contract ought, therefore, to be adjudged void. While the law of contracts in England is mostly judge-made, the law of contracts in India is enacted in a statute, namely, the Indian Contract Act, 1872. In order that such a contract should be void, it must fall under one of the relevant sections of the

> Indian Contract Act. The only relevant provision in the Indian Contract Act which can apply is Section 23 when it states that "The consideration or object of an agreement is lawful, unless ... the court regards it as ... opposed to public policy."

The principles aforesaid have been reiterated by the Apex Court in **Balmer Lawrie and Co.Ltd. v. Partha Sarathi Sen Roy,** (2013)8 SCC 345, clarifying that since the actions of public bodies bear public character and contain an element of public interest, it is necessary to strike down unconscionable, unfair and unreasonable clauses in a contract that has been entered into by parties who do not enjoy equal bargaining power as violative of Article 14 of the Constitution. It was also held by the Apex Court in the said case that such clauses would be hit by Section 23 of the Contract Act, for it goes against public policy. Paragraph 30 of the judgment in the said case reads thus:

> **"30.** Where the actions of an employer bear public character and contain an element of public interest, as regards the offers made by him, including the terms and conditions mentioned in an appropriate table, which invite the public to enter into contract, such a matter does not relegate to a pure and simple private law dispute, without the insignia of any public element

whatsoever. Where an unfair and untenable, or an irrational clause in a contract, is also unjust, the same is amenable to judicial review. The Constitution provides for achieving social and economic justice. Article 14 of the Constitution guarantees to all persons equality before the law and equal protection of the law. Thus, it is necessary to strike down an unfair and unreasonable contract, or an unfair or unreasonable clause in a contract, that has been entered into by parties who do not enjoy equal bargaining power, and are hence hit by Section 23 of the Contract Act, and where such a condition or provision becomes unconscionable, unfair, unreasonable and further, is against public policy. Where inequality of bargaining power is the result of great disparity between the economic strengths of the contracting parties, the aforesaid principle would automatically apply for the reason that, freedom of contract must be founded on the basis of equality of bargaining power between such contracting parties, and even though ad idem is assumed, applicability of standard form of contract is the rule. Consent or consensus ad idem as regards the weaker party may therefore, be entirely absent. Thus, the existence of equal bargaining power between parties becomes largely an illusion. The State itself, or a State instrumentality cannot impose unconstitutional conditions in statutory rules/regulations vis-à-vis its employees in order to terminate the services of its permanent employees in accordance with such terms and conditions. (Vide *Central Inland Water Transport Corpn. Ltd.* v. *Brojo Nath Ganguly* [*Central Inland Water Transport Corpn. Ltd.* v. *Brojo Nath Ganguly*, (1986) 3 SCC 156 : 1986 SCC (L&S)

> 429 : (1986) 1 ATC 103 : AIR 1986 SC 1571] , *DTC* v. *Mazdoor Congress* [1991 Supp (1) SCC 600 : 1991 SCC (L&S) 1213 : AIR 1991 SC 101] , *LIC* [*LIC* v. *Consumer Education and Research Centre*, (1995) 5 SCC 482 : AIR 1995 SC 1811] , *K.C. Sharma* v. *Delhi Stock Exchange* [(2005) 4 SCC 4 : 2005 SCC (L&S) 496 : AIR 2005 SC 2884] and *Punjab National Bank* v. *Astamija Dash* [(2008) 14 SCC 370 : (2009) 1 SCC (L&S) 673 : AIR 2008 SC 3182] .)"

In the light of the foregoing discussions, I am of the view that the petitioners are entitled to succeed.

In the result, the writ petition is allowed and Exts.P6 and P7 orders of the second respondent are quashed.

Sd/-
P.B.SURESH KUMAR, JUDGE.

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APPENDIX OF WP(C) 12930/2021

PETITIONER'S EXHIBITS

Exhibit P-1	**TRUE COPY OF THE GOVERNMENT ORDER , G.O (P) NO. 583/2014/FIN. DATED 29.12.2014**
Exhibit P-2	**TRUE COPY OF THE GOVERNMENT ORDER G.O(P) NO. 13/2015/FIN. DATED 12.01.2015.**
Exhibit P-2(A)	**TRUE COPY OF FORMATS OF LETTER TO THE BANK FOR BILL DISCOUNTING SYSTEM IN FORM NO.I, CERTIFICATE OF ENDORSEMENT IN FORM NO. II, CONSENT LETTER OF CONTRACTOR IN FORM NO. III, LETTER FROM THE SUB DIVISIONAL/DIVISIONAL ENGINEER TO THE BANK AND THE PROMISSORY NOTE' (COLLECTIVELY MARKED).**
Exhibit P3	**TRUE COPY OF THE GOVERNMENT ORDER, G.O(P) NO. 123/2016/FIN. DATED 29.08.2016/FIN. DATED 29.08.2016.**
Exhibit P3(A)	**TRUE COPY OF THE FORMAT OF THE PROMISSORY NOTE.**
Exhibit P4	**TRUE COPY OF THE GOVERNMENT ORDER, G.O(P) NO. 47/2017/FIN. DATED 11.04.2017.**
Exhibit P5	**TRUE COPY OF THE UNDERTAKING SUBMITTED BEFORE THE MANAGING DIRECTOR, KERALA WATER AUTHORITY DATED 25.07.2019.**
Exhibit P6	**TRUE COPY OF THE PROCEEDINGS OF THE FINANCE MANAGER & CHIEF ACCOUNTS OFFICER DATED 05.02.2021 AND STATEMENT OF INTEREST CALCULATION FOR LOAN SETTLEMENT THROUGH BIMS PORTAL FOR OCTOBER, 2020 TO DECEMBER 2020 CONTAINING 29 PAGES ALTOGETHER.**

Exhibit P7	**TRUE COPY OF THE RELEVANT PAGES OF THE LISTS CONTAINING THE NAMES OF THE PETITIONERS IN THE STATEMENT OF INTEREST CALCULATION FOR LOAN SETTLEMENT FOR DIFFERENT QUARTERS VIZ. OCTOBER TO DECEMBER 2020 AND JANUARY TO MARCH 2021 (RELEVANT PAGES WHEREIN PETITIONERS' NAME AND ADDRESS APPEAR ARE ONLY PRODUCED AND COLLECTIVELY MARKED SINCE OTHER PAGES ARE NOT RELEVANT).**
Exhibit P8	**TRUE COPY OF THE GOVERNMENT ORDER, G.O(P) NO. 7/2020/FIN. DATED 15.01.2020.**
Exhibit P9	**TRUE COPY OF THE GOVERNMENT ORDER, G.O(P)NO. 10/2020/FIN. DATED 24.01.2020 ALONG WITH FORMATS OF FORM NO. I TO IV.**
Exhibit P9(A)	**TRUE COPY OF THE FORMAT OF THE PROMISSORY NOTE.**