



**HIGH COURT OF ANDHRA PRADESH**  
THURSDAY ,THE TWENTY SEVENTH DAY OF JANUARY  
TWO THOUSAND AND TWENTY TWO

**PRESENT**

**THE HONOURABLE SRI JUSTICE A V SESA SAI**  
**WRIT PETITION NO: 10119 OF 2021**

**Between:**

1. Zaggle Prepaid Ocean Services Pvt. Ltd. having its Registered Office at  
3rd Floor,  
301, CSR Estate, Plot No. 8, Sector 1,  
Madhapur Main Road, Hyderabad, Telangana- 500081.  
Through its Authorized Signatory, Meduri Koteswara Rao

**...PETITIONER(S)**

**AND:**

1. Rashtriya Ispat Nigam Ltd., Represented by its Managing Director,  
Administrative Building, Visakhapatnam-530031 Andhra Pradesh, India.
2. Sodexo SVC India Pvt. Ltd, Represented by its Managing Director  
Registered Office 503 and 504, 5th Floor, B Wing, Hiranandani Fulcrum  
Sahar Road,  
Andheri East Mumbai, Maharashtra- 40009

**...RESPONDENTS**

**Counsel for the Petitioner(s): VIMAL VARMA VASI REDDY**

**Counsel for the Respondents: RAVI CHEMALAPATI**

**The Court made the following: ORDER**



**THE HON'BLE SRI JUSTICE A.V.SESHA SAI**

**WRIT PETITION No.10119 OF 2021**

**ORDER:**

This Writ Petition is filed under Article 226 of the Constitution of India for the following reliefs:-

"To issue a writ, order or direction preferably a writ in the nature of **Mandamus:**

- a) set aside any Notification of Award/Letter of Intent or signed Contract or any other such documents issued and/or executed between the Respondent No.1 and the Respondent No.2, if any;
- b) Declare the process of the Respondent No.2 awarding tender of Implementation of Income Tax Law complaint Tax-exempted Meal Card system to the Respondent No.2 as illegal and arbitrary;
- c) Direct the Respondent No.2 to cancel the tender process of Implementation of Income Tax Law Complaint Tax-exempt Meal Card system and issue fresh tenders"

2. Visakhapatnam Steel Plant, respondent No.1 herein, issued a tender notice, vide NIT No.9800001660 dated 18.11.2020, inviting tenders from the reputed/experienced tenderers to provide requisite services for implantation of Income Tax Law Complaint Tax-exempt Meal Card System (MCS) for its employees. The period of contract is 30 months and the estimated value of the business is Rs.130 crores.



3. In response to the said tender, the petitioner herein as well as respondent No.2 and others submitted their Bids. According to the petitioner, even prior to the finalization of the tenders, the petitioner made a complaint to respondent No.1, stating that respondent No.2 stood disqualified on the ground that the Reserve Bank of India imposed a monetary penalty of Rs.200 lakhs on respondent No.2 under Section 30 of the Payment and Settlement Systems Act, 2007, vide proceedings dated 20.11.2020, which would attract Clause 1.7 of Pre-qualification Requirements read with Questionnaire for evaluation of the tender.

4. In this background, the grievance of the petitioner is that despite the said disqualification suffered by respondent No.2, respondent No.1 herein, in an arbitrary and illegal manner, awarded the subject contract in favour of respondent No.2 with effect from 01.04.2021. After receipt of the notices, respondent Nos.1 and 2 have filed their counter affidavits, denying the averments and allegations made in the affidavit filed in support of the writ petition and a reply affidavit has also been filed by the writ petitioner.

5. Heard Sri Dammalapati Srinivas, learned Senior Counsel, representing Sri Vimal Varma Vasireddy, learned counsel for the petitioner, Sri Ravi Cheemalapati, learned counsel for the respondent No.1 and the learned Senior Counsel Sri D.Prakash



Reddy, representing Sri A.S.C.Bose, learned counsel for respondent No.2, apart from perusing the material available on record.

6. Submissions/contentions of Sri D.Srinivas, learned Senior Counsel:

(1) The impugned action which culminated in the award of contract in favour of respondent No.2 by respondent No.1 is highly arbitrary and unreasonable and violative of Articles 14 and 19(1)(g) of the Constitution of India.

(2) Respondent No.1 herein acted in an unfair and unreasonable manner by arbitrary turning a blind eye to the blatant false representations made by respondent No.2 with regard to the qualifying criteria set out in the tender notification.

(3) The pre-qualification criteria/requirement (PQC) appended to the tender notice, which is a part of the tender document, specifically stipulates vide Clause No.1.7 that there should not be adverse advisory/adverse directives/warnings against participant tenders by the Reserve Bank of India or any Government authority during the last five financial years.

(4) Respondent No.1 herein grossly erred in not considering the press release dated 20.11.2020, whereunder the Reserve Bank of India made it clear that monetary penalty of Rs.200 lakhs was imposed on respondent No.2 herein under Section 30 of the Payment and Settlement System, 2007, and as such, respondent No.1 herein ought to have disqualified respondent No.2.



Learned Senior Counsel appearing for the writ petitioner takes the support of the following judgments of the Hon'ble Supreme Court:

- (1) *KANHAIYA LAL AGRAWAL Vs. UNION OF INDIA AND OTHERS*<sup>1</sup>
- (2) *Vidarbha Irrigation Development Corporation Vs. Anoj Kumar Garwala*<sup>2</sup>.

7. Submissions/contentions of Sri Ravi Cheemalapati, learned counsel for respondent No.1 and Sri D.Prakash Reddy, learned Senior Counsel, appearing for respondent No.2:

(1) There is no illegality nor there exists any procedural infirmity in the impugned action, as such, the questioned action is not amenable for any judicial review under Article 226 of the Constitution of India.

(2) On the complaint made by the writ petitioner, respondent No.1 herein, vide letter Ref.No.RINL/HR/WEL.PRE/2021 dated 09.02.2021, sought clarification from the Reserve Bank of India and the Reserve Bank of India addressed a letter dated 15.03.2021 to respondent No.1, clarifying the situation and only thereafter, respondent No.1 awarded contract in favour of respondent No.2, as such, the same cannot be faulted.

(3) The penalty order dated 03.08.2020, as published vide notification dated 20.11.2021 by the Reserve Bank of India, came to be issued on 03.08.2020 and since the five preceding financial years came to an end on 31.03.2020, the same cannot be

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<sup>1</sup> (2002) 6 SCC 315

<sup>2</sup> 2019 SCC Online SC 89



construed as penalty imposed during the last five financial years. It is further submitted that the period prior to 31.03.2020, even assuming that the same is a disqualification should alone be taken into consideration but not the events which took place posterior to 31.03.2020.

(4) The monetary penalty imposed by the Reserve Bank of India on 03.08.2020, as published vide notification dated 20.11.2020, was only due to non-compliance of regulatory guidelines and the same cannot be construed as one falling under Clause No.1.7 of pre-qualification criteria/requirement and the questionnaire.

(5) The writ petitioner herein on its own does not have the qualification to participate in the tenders and it entered into a joint venture with "Yes" Bank which also suffered similar penalty as respondent No.2 and that the petitioner herein suppressed the same.

8. In the above background, now the issue which this Court is called upon to consider and answer in the present Writ Petition is—

"Whether the petitioner herein is entitled for any relief from this Court under Article 226 of the Constitution of India? and whether respondent No.1 herein went wrong in awarding contract in favour of respondent No.2?"

9. Respondent No.1 herein floated the subject tender to provide requisite services for implementation of Income Tax



Complaint Tax-exempt Meal Card System for its employees. The entire issue in the present Writ Petition revolves round Clause No.1.7 of the Pre-qualification Requirement and the Questionnaire for evaluation of the tender. Clause No.1.7 of the Pre-qualification Requirements reads as follows:

"1.7 The agency shall not have any adverse advisory / adverse directives/ Warnings issued by RBI or any Govt., authority during the last five financial years or blacklisted / debarred from Trade by any Client Organization (Central / State Govt. / PSEs), Enclose an undertaking in this regard. "

10. The Questionnaire for Evaluation of the Tender reads as follows:

**“Questionnaire for Evaluation of Tender**

Name of the work: To provide requisite services for implementation of Income Tax law complaint Tax-exempt Meal Card system (MCS) in RINL - VSP for employees.		
SNo	Qualifying Criteria	Remarks
1	<p>a. Whether the agency has full-fledged office facility at Visakhapatnam for operational convenience.</p> <p>b. If local office is not established will you establish local office within 15 days from the date of sign of Work Order? <b>Enclose an undertaking in this regard.</b></p>	Yes/No Yes/No
2	<p><b>a.</b> Whether the agency has active outlets for Income Tax Law complaint Tax-exempt Meal Card / Coupon, in Visakhapatnam, RINL-VSP outstation locations as per Clause #2 (e) of terms &amp; conditions? <b>Enclose the documentary proof of the same.</b></p> <p><b>b.</b> In case 'No' to Sl. No.a) above, the tender shall be qualified subject to having tie-up agreement for minimum 21 nos. of active outlets with meal card / coupons facility at the time of tender opening date, being 25% of minimum required no. of food outlets (ie. 84 nos.) proof of tie-up arrangements with outlets owner of active outlets as mentioned at Annexure-1. Tenderers having outlets more than minimum no. of outlets, mentioned at each location as given at Annexure-I, shall not be considered for arriving at</p>	Yes/No  Yes/No



	<p>minimum cut off for qualification criteria. Whether the agencies possess the minimum no. of active outlets as stipulated above. <b>Enclose the documentary proof for the same.</b></p> <p>c. In case of 'Yes' to Sl. No. 2.b) above, whether the balance active outlets with meal card facility (outlets with coupon facility will not be counted at this stage) to meet the total required 84 nos. with meal card facility shall be arranged within 45 days from the date of award of work. <b>Enclose an undertaking in this regard.</b></p>	Yes/No
3	<p>Whether the agency have experience to provide requisite services in connection with Income Tax law complaint Tax-exempt meal cards/coupons. <b>Enclose certificate of license issued by RBI for operating prepaid instruments incl. Income Tax law complaint meal cards in support of proof.</b></p>	Yes/ No
4	<p>Whether the Agency possess the following (<b>Enclose relevant documents in support of proof as indicated in the NIT</b>):</p> <p>a. Single similar Tie-up agreement / Executed Work Order with client providing Meal Cards / Meal Vouchers/Coupons to a minimum of 6000 employees during previous 7 years ending last day of previous month from the date of opening of tender. (In case the no. of employees are not indicated in the tie-up agreement, the same should be obtained from the client and furnished).</p> <p>b. The average annual financial turnover of the bidders during previous 3 financial years proceeding from the date of NIT should be at least Rs.13.00 Crores.</p>	Yes/No
5	<p>Whether the agency has direct tie-up with merchants as at 2(a) &amp; 2(b) above is with complete KYC as per RBI guidelines. <b>Enclose the list of affiliated/tie-up merchants along with copy of arrangements in support of proof.</b></p>	Yes/No
6	<p>Whether the agency shall supply and activate operation of tax free meal cards within 45 days from the date of award of work?</p>	Yes/No
7	<p>Whether the agency have any adverse advisory / adverse directives / warnings issued by RBI or any other government authority during the last 5 financial years or blacklisted / debarred from trade by any client organization (Central/State Government/Public Sector Enterprise). <b>Bidders are required to enclose an undertaking letter in this regard.</b></p>	Yes/No
8	<p>The Agency should submit EMD Rs.50,00,000/- (Rupees Fifty Lakhs) as specified in the NIT.</p>	Yes/No
9	<p>Whether The Agency has valid license issued by RBI for operation of prepaid instruments including Income Tax compliant meal cards.</p>	Yes/No
10	<p>Whether The Agency has a min. of one PSE client supplying Tax exempt meal cards / coupons as on date of issue of NIT to provide requisite services in connection with Income Tax Law complaint Meal Cards. <b>Enclose proof in this regard.</b></p>	Yes/No





Note: Questions at Sl.No. 1.b, 2.b, 2.c and 3 to 10 are fatal conditions. If Answer is 'No' to any one of questions as at Sl.Nos.1.b, 2.b, 2.c (if applicable) and 3 to 6 & 8 to 10 above and if answer is 'Yes' to question at Sl.No.7 above, the tender's bid will be rejected.

Date:

Place:

Signature & Seal of tender”

11. While referring to the above mentioned Clause 1.7 and the contents of the questionnaire, it is contended by the learned counsel for the petitioner that the imposition of the monetary penalty by the Reserve Bank of India under Section 30 of the Payment and the Settlement System Act, 2007, by way of an order dated 03.08.2020, as published in the notification dated 20.11.2020, should necessarily be construed as one of the contingencies, falling under Clause No.1.7 of the Pre-qualification Requirements. On the other hand, it is the submission of the learned counsel for the respondents that the imposition of such monetary penalty for violation of the Regulatory Guidelines cannot be construed as adverse advisory / adverse directives / warnings issued by the Reserve Bank of India.

12. In this context, it would be highly essential and pertinent to refer to certain documents filed by respondent No.1 along with its counter. After receipt of the complaint from respondent No.2, respondent No.1-Visakhapatnam Steel Plant, vide letter dated 23.12.2020, requested respondent No.2 to furnish clarifications in the following manner:



"1. With reference to the above, it is to inform that your technical bid submitted against the above referred tender is under scrutiny and certain clarifications are required which are brought out below:

- i) It is understood that M/s. Sodexo Svc. India Pvt. Ltd. has been improved certain penalties for violation of regulatory norms at different point in time previously. You are requested to submit copy of all such issued Letters of communications from the RBI in the above regard.
- ii) Also, you may offer your clarification/justifications regarding above issues relating to clause No.3 of the 'Questionnaire for technical evaluation'.

2. Any other documents required in the tender, if informed over phone/ e-mail subsequently, may also be submitted immediately to make your technical bid qualified as per the tender conditions.

3. In view of the above, you are requested to submit documents / clarification letters towards the above brought out issues latest by 31.12.2020, failing which your tender submitted for the subject work may not be considered for processing."

13. In response to the said letter of respondent No.1 on 30.12.2020, respondent No.2 herein furnished the following clarification:

"All PPI issuers including Sodexo were asked to migrate from paper meal Vouchers to electronic Cards by February 2018, by RBI. Alongside transition to digital meal card by Sodexo, RBI issued instructions on categorizing all products into either minimum KYC or



full KYC products from October 2017 onwards, basis applicable details received, to effect such categorization. A good number of clients made late transitions to Electronic Cards (in Feb 2018, i.e., the last month), and the employees were unable to use the Cards as some of them did not have the required Officially Valid Document (OVD) readily available on their side to start transacting as a minimum KYC Card Holder (especially in companies having blue collared workers at remote locations). Basis a Letter of Undertaking from some of these well-known KYC'ed clients (who were the load providers) that the required OVD number being available with them would be made available for regulatory purposes, these cards were allowed to transact to support the client who were facing employee unrest. RBI chose to levy a monetary penalty basis the volumes of such Card transactions permitted. There were no other issues related to our Meal Cards. The matter has been fully resolved as all Card holders' details have been obtained.

Sodexo has been levied a Monetary penalty by RBI only once and not multiple times. Monetary penalty imposed are one of the tools that RBI employs as part of their regulatory controls of entities. These penalties are monetary in nature and do not have any impact on the Regulated entity to serve either its existing customers or any new customers. These penalties do not fall in the category of adverse remark/blacklisting as brought out in clause 3 of the technical evaluation criteria. Such monetary penalties are arrived at as part of the regular inspection that RBI does. The communication, if any, are Confidential between RBI and the issuer and are not allowed to be shared by RBI itself with outside parties.



Such monetary penalty is prevalent in the Banking industry and most players would have such monetary penalty in their history. In fact, RBI has imposed similar penalties in the recent past on several prominent entities under their purview e.g. HDFC Bank, Kotak Bank, Citibank, PNB, Jio Payments Bank, Mobikwik, PhonePe, etc. A perusal of the internet would bring out the monetary penalty of other bidders in the tender as well over the last few years.

Sodexo license with RBI remains robust and you can see on their website that there are no adverse comments or categorization against Sodexo."

14. It is also significant to note in this context that respondent No.1 herein, vide letter bearing Ref.No.RINL/HR/WELFRE/2021 dated 09.02.2021, also sought clarification from the Reserve Bank of India in the following manner:

"1. M/s. Rashtriya Ispat Nigam Limited (RINL), Visakhapatnam recently floated a tender for award of the work of "To provide requisite services for implementation of income Tax Law complaint tax exempt Meal Card system in RINL for its employees'.

2. Clause no.3 of Pre-Qualification Criteria (PQC) in the Tender stipulates that the participating agency shall not have *any adverse advisory / adverse directives / warnings issued by RBI during last 5 financial years.*

3. It is understood that vide Press Release of RBI dtd. 20.11.2020, M/s. Sodexo SVC India Private Limited (Sodexo) was levied a penalty of Rs.200 Lakhs by RBI. Subsequently, RINL sought clarification from M/s. Sodexo on the matter and it has been replied by them



that monetary penalty is prevalent in the Banking Industry and there are no adverse comments or categorization against M/s. Sodexo by RBI.

4. It is pertinent to mention here that M/s. Sodexo is the successful bidder in the above tender. Recently, a complaint has been received against M/s. Sodexo stating that the above monetary penalty imposed by RBI must be treated as adverse directives / warning against the entities referring the RBI's above press release and made an appeal to RINL not to consider M/s. Sodexo in the tender in respect of clause No.3 of PQC in the tender.

5. In the above back ground, we request you to kindly confirm whether M/s. Sodexo was issued *any adverse advisory / adverse directives / warnings by RBI during last 5 financial years.*

6. It is also requested to share a copy of communication(s) issued to M/s. Sodexo, if any, while imposing the above penalty."

15. In response to the said clarification sought by respondent No.1, on 15.03.2021 the Reserve Bank of India issued the following clarifications:-

"Sodexo SVC India Private Limited has not recorded any adverse advisory / directives / warnings other than imposition of a monetary penalty of 2 crore for non-compliance of regulatory guidelines.

As regards the request for a copy of the communication issued to the entity while imposing the



above penalty, we regret our inability to share the same."

16. Only after securing the aforesaid information in the form of clarification from the Reserve Bank of India, respondent No.1 herein awarded the subject contract in favour of respondent No.2. It is also pertinent to note that even assuming that the monetary penalty imposed by the Reserve Bank of India attracts Clause No.1.7 of the Pre-qualification Requirement and Questionnaire for evaluation of tender, the last five financial years even as per Clause No.1.7, as rightly pointed out by the learned counsel for the respondents, came to an end on 31.03.2020 and the Reserve Bank of India passed a speaking order on 03.08.2020, as such, the same cannot be construed as a disqualification. It is also pertinent and significant to note that the Yes Bank, who is also an integral part of the joint venture with the petitioner, also suffered such penalty from the Reserve Bank of India, vide orders dated 08.03.2019, 11.06.2019 and 24.10.2017 and the relevant material is placed on record by the learned counsel for respondent No.2, vide Memo dated 15.09.2021.

17. Coming to the judgments cited by the learned counsel for the petitioner—

(1) In the case of *KANHAIYA LAL*'s case (1 supra), the Hon'bel Apex Court at paragraph No.6 held as under:

"6. It is settled law that when an essential condition of tender is not complied with, it is open to



the person inviting tender to reject the same. Whether a condition is essential or collateral could be ascertained by reference to the consequence of non-compliance therein. If non-fulfilment of the requirement results in rejection of the tender, then it would be an essential part of the tender otherwise it is only a collateral term. This legal position has been well explained in *G.J.Fernandez v. State of Karnataka* [(1990) 2 SCC 488]."

(2) In *Vidarbha Irrigation Development Corporation's* case (2 supra), the Hon'ble Supreme Court at paragraphs 15 to 17 held as follows:

"15. The law on the subject is well settled. In *Bakshi Security and Personnel Services Pvt. Ltd. v. Devkishan Computed Pvt. Ltd. and Ors.*, (2016) 8 SCC 446, this Court held:

"14. The law is settled that an essential condition of a tender has to be strictly complied with. In *Poddar Steel Corpn. v. Ganesh Engg. Works* [*Poddar Steel Corpn. v. Ganesh Engg. Works*, (1991) 3 SCC 273] this Court held as under: (SCC p. 276, para 6)

"6. ... The requirements in a tender notice can be classified into two categories—those which lay down the essential conditions of eligibility and the others which are merely ancillary or subsidiary with the main object to be achieved by the condition. In the first case the authority issuing the tender may be required to enforce them rigidly.



In the other cases it must be open to the authority to deviate from and not to insist upon the strict literal compliance of the condition in appropriate cases.”

15. Similarly in *B.S.N. Joshi & Sons Ltd. v. Nair Coal Services Ltd.* [*B.S.N. Joshi & Sons Ltd. v. Nair Coal Services Ltd.*, (2006) 11 SCC 548] this Court held as under: (SCC pp. 571-72, para 66)

“(i) if there are essential conditions, the same must be adhered to;

(ii) if there is no power of general relaxation, ordinarily the same shall not be exercised and the principle of strict compliance would be applied where it is possible for all the parties to comply with all such conditions fully;

(iii) if, however, a deviation is made in relation to all the parties in regard to any of such conditions, ordinarily again a power of relaxation may be held to be existing;

(iv) the parties who have taken the benefit of such relaxation should not ordinarily be allowed to take a different stand in relation to compliance with another part of tender contract, particularly when he was also not in a position to comply with all the conditions of tender fully, unless the court otherwise finds relaxation of a condition which being essential in nature could not be relaxed and thus the same was wholly illegal and without jurisdiction;

(v) when a decision is taken by the appropriate authority upon due consideration of the tender document submitted by all the tenderers on their own merits and if it is ultimately found that successful





bidders had in fact substantially complied with the purport and object for which essential conditions were laid down, the same may not ordinarily be interfered with;...”

16. We also agree with the contention of Shri Raval that the writ jurisdiction cannot be utilised to make a fresh bargain between parties.”

16. However, learned counsel appearing on behalf of the appellant strongly relied upon *Afcons Infrastructure Ltd. v. Nagpur Metro Rail Corpn. Ltd.*, (2016) 16 SCC 818, and paragraphs 14 and 15 in particular, which state:

“14. We must reiterate the words of caution that this Court has stated right from the time when *Ramana Dayaram Shetty v. International Airport Authority of India* [*Ramana Dayaram Shetty v. International Airport Authority of India*, (1979) 3 SCC 489] was decided almost 40 years ago, namely, that the words used in the tender documents cannot be ignored or treated as redundant or superfluous — they must be given meaning and their necessary significance. In this context, the use of the word “metro” in Clause 4.2(a) of Section III of the bid documents and its connotation in ordinary parlance cannot be overlooked.

15. We may add that the owner or the employer of a project, having authored the tender documents, is the best person to understand and appreciate its requirements and interpret its documents. The constitutional courts must defer to this understanding and appreciation of the tender documents, unless there is mala fide or perversity in the understanding or appreciation or in the



application of the terms of the tender conditions. It is possible that the owner or employer of a project may give an interpretation to the tender documents that is not acceptable to the constitutional courts but that by itself is not a reason for interfering with the interpretation given.”

17. It is clear even on a reading of this judgment that the words used in the tender document cannot be ignored or treated as redundant or superfluous – they must be given meaning and their necessary significance. Given the fact that in the present case, an essential tender condition which had to be strictly complied with was not so complied with, the appellant would have no power to condone lack of such strict compliance. Any such condonation, as has been done in the present case, would amount to perversity in the understanding or appreciation of the terms of the tender conditions, which must be interfered with by a constitutional court.”

18. The above referred judgments, in the considered opinion of this Court and having regard to the facts and circumstances of the present case, would not render any assistance to the case of the writ petitioner.

19. It is a settled and well-established proposition of law that the Courts are required to be very slow and cautious while examining the issues, pertaining to the contractual matters and unless the action impugned is highly arbitrary, discriminatory, tainted with the malafides and opposed to the public interest, the interference of this Court under Article 226 of the Constitution of



India is impermissible. In the considered opinion of this Court, the said contingencies, for interference under Article 226 of the Constitution of India, are conspicuously absent in the case on hand. Having regard to the categoric clarification given by the Reserve Bank of India and in view of the undisputed reality that the partner of the petitioner, “Yes Bank” also suffered the same type of penalties by the Reserve Bank of India, the contention raised by the learned counsel for the petitioner with regard to Clause No.1.7 of the Pre-qualification Requirement read with Questionnaire for evaluation of the tender cannot be sustained in the eye of law.

20. For the aforesaid reasons, the Writ Petition is dismissed. There shall be no order as to costs of the Writ Petition.

As a sequel, interlocutory applications pending, if any, in this Writ Petition shall stand closed.

Date: 27.01.2022  
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**A.V.SESHA SAI, J**



**THE HON'BLE SRI JUSTICE A.V.SESHA SAI**

WRIT PETITION No.10119 OF 2021

Date: 27.01.2022

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