* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

Date of Decision: 28th February, 2023

\+ O.M.P. (COMM) 312/2022

MAHANAGAR TELEPHONE NIGAM LIMITED ..... Petitioner

Through: Mr. Balbir Singh, ASG with Mr. Sameer Jain, Ms. Rashmi Malhotra, Mr. Suvigya Awasthy, Mr. Amit Meharia, Ms. Jayashree Parihar, Mr. Vivek Joshi, Mr. Rohan Gulati, Mr. Abhishek Agarwal, Ms. Anu Sura & Ms. Vidushi Tripathi, Advocates.

versus

CANARA BANK & ANR. ..... Respondents

Through: Mr. Chinmoy Sharma, Senior Advocate with Mr. Amish Ram Dabas, Ms. Shreya S. Dabas, Mr. Irfan Hasieb, Mr. Krishnajyoti Deka & Mr. Rishabh Munjal, Advocates for R-1.

Mr. Santosh Paul, Senior Advocate with Mr. Anil Kumar Chandel & Ms. Mathreya Shetty, Advocates for R-2.

CORAM:
HON'BLE MR. JUSTICE PRATEEK JALAN

PRATEEK JALAN, J.

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I.A. 14319/2022 *[Application on behalf of the petitioner under Section 36(2) of the Arbitration and Conciliation Act, 1996 seeking stay of the impugned award dated 03.03.2022]*

1. This application has been filed by the petitioner- Mahanagar Telephone Nigam Limited [hereinafter, "MTNL"] for stay of enforcement of an arbitral award dated 03.03.2022, which is under challenge in O.M.P.(COMM) 312/2022.

2. The transactions between the parties relate back to the period 1991-92. Pursuant to guidelines issued by the Government of India regarding flotation of bonds issued by Public Sector Undertakings [hereinafter, "PSUs"] in the telecommunications and power sectors, MTNL was granted permission for issuance of bonds on 17.12.1991.

3. MTNL and CanBank Financial Services Ltd. [respondent No. 2, hereinafter "CanFina"] entered into a Memorandum of Understanding dated 10.02.1992, under which Letters of Allotment ["LoAs"] were to be issued and CanFina was to subscribe to bonds issued by MTNL. It was provided that the consideration would not be paid by CanFina to MTNL immediately, but be invested with CanFina. The dispute between the parties revolves around the nature of the investment.

4. LoAs were accordingly issued by MTNL to CanFina for bonds to the tune of ₹200 crores. MTNL thereafter took a separate loan of ₹200 crores from the Industrial Development Bank of India

[hereinafter, "IDBI"], which it assigned to CanFina, to be paid directly to IDBI from the proceeds of the amounts payable to it. The first instalment was paid by CanFina to IDBI on 11.05.1992.

5. According to MTNL, the transactions were thereafter affected by a wide-ranging securities scam in the Indian stock market, which came to light in April-May 1992. Canara Bank Ltd. [respondent No. 1, hereinafter "the Bank"], which was the holding company of CanFina, took a transfer of the LoAs from CanFina and sought registration of the bonds and payment of interest by MTNL. By a communication dated 14.10.1992, MTNL disputed the transaction and thereafter asserted that CanFina was liable to pay in terms of the arrangement between the parties, to IDBI and the balance amount to MTNL. By a communication dated 09.02.1993, CanFina expressed its inability to do so. Therefore, MTNL cancelled the LoAs on 20.10.1993, which led to considerable correspondence between the parties, including efforts to resolve the matter administratively. Writ proceedings were instituted by the Bank in this Court [W.P.(C) 560/1995], wherein this Court ultimately referred the parties to arbitration by an order dated 21.10.2011.[1] The impugned award dated 03.03.2022 is the culmination of those proceedings.

6. The learned arbitrator has allowed the claims of the Bank and granted a declaration that the cancellation of the bonds by MTNL was illegal. MTNL was consequently directed to refund a sum of ₹160

[1] Order dated 21.10.2011 in W.P.(C) 560/1995.

crores to the Bank with interest @ 6% per annum from 20.10.1993 until realisation. Costs were also assessed against MTNL.

7. While the validity of the impugned award remains to be examined in the proceedings filed by MTNL under Section 34 of the Arbitration and Conciliation Act, 1996 [hereinafter, "the Act"], the question for determination at this stage is whether MTNL is entitled to an unconditional stay on enforcement of the impugned award.

8. I have heard Mr. Balbir Singh, learned Additional Solicitor General, on behalf of MTNL, Mr. Chinmoy Pradeep Sharma, learned Senior Counsel for the Bank, and Mr. Santosh Paul, learned Senior Counsel for CanFina.

9. Learned Senior Counsel have advanced their arguments on this application in the context of Section 36(3) of the Act which provides as follows:-

> *"36. Enforcement:*
> *xxxx xxxx xxxx*
> *(3) Upon filing of an application under sub-section (2) for stay of the operation of the arbitral award,* ***the Court may, subject to such conditions as it may deem fit, grant stay of the operation of such award for reasons to be recorded in writing:***
> ***Provided that the Court shall, while considering the application for grant of stay in the case of an arbitral award for payment of money, have due regard to the provisions for grant of stay of a money decree under the provisions of the Code of Civil Procedure, 1908 (5 of 1908).]***
> ***[Provided further that where the Court is satisfied that a prima facie case is made out that,—***
> ***(a) the arbitration agreement or contract which is the basis of the award; or***
> ***(b) the making of the award,***

was induced or effected by fraud or corruption, it shall stay the award unconditionally pending disposal of the challenge under section 34 to the award."[2]

10. Learned Senior Counsel also referred to the provisions of the Code of Civil Procedure, 1908 [hereinafter, "CPC"], adverted to in the first proviso to Section 36(3) of the Act, *viz* Order XLI Rule 5 of the CPC which provides as follows:-

> *"ORDER XLI: Appeals from Original Decrees*
> *xxxx xxxx xxxx*
> *5. Stay by Appellate Court.—(1) An appeal shall not operate as a stay of proceedings under a decree or order appealed from except so far as the Appellate Court may order, nor shall execution of a decree be stayed by reason only of an appeal having been preferred from the decree; but the Appellate Court may for sufficient cause order stay of execution of such decree.*
> *[Explanation.—An order by the Appellate Court for the stay of execution of the decree shall be effective from the date of the communication of such order to the Court of first instance, but an affidavit sworn by the appellant, based on his personal knowledge, stating that an order for the stay of execution of the decree has been made by the Appellate Court shall, pending the receipt from the Appellate Court of the order for the stay of execution or any order to the contrary, be acted upon by the Court of first instance.]*
> *(2) Stay by Court which passed the decree.—Where an application is made for stay of execution of an appealable decree before the expiration of the time allowed for appealing therefrom, the Court which passed the decree may on sufficient cause being shown order the execution to be stayed.*
> *(3) No order for stay of execution shall be made under sub-rule (1) or sub-rule (2) unless the Court making it is satisfied—*
> *(a) that substantial loss may result to the party applying for stay of execution unless the order is made;*
> *(b) that the application has been made without unreasonable delay; and*
> *(c) that security has been given by the applicant for the due performance of such decree or order as may ultimately be binding upon him.*

[2] Emphasis supplied.

> *(4) [Subject to the provision of sub-rule (3)], the Court may make an ex parte order for stay of execution pending the hearing of the application.*
> *[(5) Notwithstanding anything contained in the foregoing sub-rules, where the appellant fails to make the deposit or furnish the security specified in sub-rule (3) of rule 1, the Court shall not make an order staying the execution of the decree.]"*

11. In the context of these statutory provisions, Mr. Singh disputed the assertions of the respondents that CanFina had, in fact, transferred the amount for subscription of the bonds to MTNL on issuance of the LoAs, and had retained the amount at the instance of MTNL for investment in the stock market, which then collapsed in the wake of the 1992 scam. He submitted that this transaction was fraudulent and no request for CanFina to invest in market securities on behalf of MTNL was made at any stage. Mr. Singh relied upon reports of the Janakiraman Committee[3] and the R. Nanjappa Committee[4], as well as the Joint Parliamentary Committee [hereinafter, "JPC"], [5] all of which inquired into the circumstances of the aforesaid securities scam. He, therefore, invoked the second proviso to Section 36(3) of the Act to submit that MTNL has made out a *prima facie* case to the effect that the contract which is the basis of the award was induced or effected by fraud or corruption, and is thus entitled to an unconditional stay.

12. While the parties joined issue as to the admissibility of such reports to establish a case of fraud, I do not consider it necessary to examine that question in detail at this interlocutory stage when the

[3] Report by Janakiraman Committee, April 1993.
[4] Report by Mr. R. Nanjappa, Joint Chief Officer, Reserve Bank of India.
[5] Report by the Joint Committee to Enquire into Irregularities in Securities and Banking Transactions, December 1993.

Court is called upon only to take a *prima facie* view. The relevant extracts of the Janakiraman Committee report, and the JPC report, upon which learned Additional Solicitor General placed considerable reliance, are summarised below:

A. The report of the Janakiraman Committee, established by the Reserve Bank of India to enquire into securities transactions of banks and financial institutions, was made in April 1993, well before the cancellation of the LoAs by MTNL in October, 1993. Chapter VIII thereof deals with CanFina. Mr. Singh drew my attention particularly to the following observations of the Committee:

> *"2. Canfina has reconciled its own investment account as at 31 March 1992. However, it has not so far reconciled, at any point of time, the investments in respect of PMS and Corporate Investment Advisory Services (CIAS) clients.*
> *3. There are a number of open contracts in Government loans as also in PSU bonds and Units appearing in the books of Bank of America where the counterparty bank is shown as Canfina, but for which details do not appear to be available in Canfina records. As Canfina does not maintain a contract register, it is difficult to verify the existence of these open contracts."*

B. As far as the report of JPC is concerned, Mr. Singh referred to paragraphs 6.18 and 6.19 therein, where the JPC has noted the contention of CanFina that the transactions involving PSU bonds [wherein MTNL's bonds are expressly mentioned] are *"off balance-sheet transactions"*.[6] The Committee observed that CanFina had been violating RBI guidelines with regard to Portfolio Management Services [hereinafter, "PMS"] for long

[6] Paragraph 6.19 of the JPC report.

and that its management was well aware that the affairs were being conducted irregularly. [7]

13. Having regard to these observations, Mr. Singh submitted that the findings the impugned award to the effect that the Bank and CanFina had not been indicted for fraud, and that the securities were held by CanFina on behalf of MTNL, are *ex facie* erroneous.[8] It was submitted that the reasoning in the impugned award, separating the transactions of subscription to bonds from the transaction of investment through CanFina's PMS, is not borne out by the evidence on record.

14. Mr. Singh also relied upon the judgment of a coordinate bench of this Court in *Antrix Corporation Ltd. vs. Devas Multimedia Pvt. Ltd.*[9] to submit that fraud would vitiate the award as one which is contrary to public policy.

15. In response to these submissions, Mr. Sharma and Mr. Paul submitted that no *prima facie* case of fraud or corruption has been made out. They referred to the bank statement of CanFina from 01.02.1992 to 29.02.1992, placed on record before the learned arbitrator, to submit that there were indeed cross- transactions of ₹200 crores each on the same day recorded in the books, which supports the conclusion that the subscription to the bonds and investment through Portfolio Management Services were two separate transactions.[10] They

[7] Paragraph 6.21 of the JPC report.
[8] Paragraphs 192-194 of the award.
[9] Judgment dated 29.08.2022 in O.M.P. (COMM.) 11/2021.
[10] Paragraph 160 of the award.

relied upon the contemporaneous correspondence placed on record to show that the intention of the parties was for securities to be held by CanFina on behalf of MTNL, and suggest that MTNL's case that the money was, in fact, deposited at an agreed rate of interest, is an afterthought. Reference in this connection is made to communications dated 06.02.1992[11], 10.02.1992[12], 12.03.1992[13] and 21.04.1992.[14]

16. Having heard learned Senior Counsel for the parties, I am not persuaded that MTNL is entitled to an unconditional stay of the award. MTNL has not been able to demonstrate *prima facie* that the contract which is the basis of the award, was induced by fraud or corruption. Certain observations have undoubtedly been made in the committee reports relied upon by MTNL, which support its allegation of irregularities in CanFina's transaction at the relevant time. However, the contemporaneous correspondence does not establish a case of fraud or that MTNL was not aware of the nature of the transactions. The learned arbitrator drew upon some of this correspondence to arrive at a conclusion that the transactions were not vitiated by fraud[15], and I see no reason to disagree, at least at this stage of proceedings. Some of the relevant correspondence is as follows:-

[11] Paragraph 156 of the award.
[12] Paragraphs 157 and 158 of the award.
[13] Paragraph 162 of the award.
[14] Paragraph 164 of the award.
[15] Paragraphs 156-162 of the award.

a. A letter dated 06.02.1992[16], sent by CanFina to MTNL prior to the allotment, expresses MTNL's interest in subscription to the bonds which lays down the following terms:

> *"xxxx xxxx xxxx*
> *(a) The subscription will be made at par.*
> *(b) The coupon rate shall be 17.00 % p.a.*
> *(c) An all inclusive fee @4. 00 % on our entire subscription of Rs.200 crores will be payable by MTNL to us. The payment of this fee will be made separately by MTNL immediately on allotment.*
> *(d) MTNL shall invest Rs. 50 crores for a minimum period of 91 days which shall generate an indicative yield of 11% p.a.*
> *(e) MTNL shall invest Rs. 150 crores on the date of allotment with us for a minimum period of one year which shall generate an indicative yield of 12% p.a."*

b. CanFina's two subsequent letters dated 10.02.1992 specifically acknowledge receipt of the amount of Rs. 150 crores and ₹50 crores *"for deployment under our Portfolio Management Services,"*[17] and reiterate that investments would be made in government securities, public sector bonds, units of UTI etc.

c. The LoA issued by MTNL refers to the bonds as *"fully paid-up"*.[18]

d. These communications were acknowledged in MTNL's letter dated 12.03.1992.

e. CanFina's communication dated 21.04.1992 also refers to entrustment of amounts under the PMS and investing/reinvesting the amount in various securities from

[16] Paragraph 156 of the award.
[17] Paragraph 157 of the award.
[18] Paragraph 159 of the award.

time to time. A list of securities *"held by (CanFina) on (MTNL's) behalf"*[19] is also given.

17. The learned arbitrator has noticed that these documents were not seriously controverted by MTNL or challenged in cross examination.

18. These documents, and the bank statement of CanFina, showing cross-transactions of ₹200 crores between MTNL and CanFina on the same day [10.02.1992], are *prima facie* consistent with the respondents' position that CanFina paid for the bonds on allotment, but invested the amount in securities on behalf of MTNL, as part of its PMS.

19. In the context of these facts, reference may be made to the judgment of the Supreme Court in *Sepco Electric Power Construction Corpn. vs. Power Mech Projects Ltd.*[20], which provides guidance on the tests to be employed while considering an application of this nature. The case arose out of a post-award application under Section 9 of the Act. The appellant therein had filed an application for stay of the award and the respondent had filed an application under Section 9 of the Act for security to be furnished in respect of the awarded amount. This Court had directed deposit of the entire principal amount of the award, upon which the enforcement would remain stayed. The Supreme Court observed as follows:

[19] Paragraph 164 of the award.
[20] Judgment dated 19.09.2022 in SLP(C) 4511/2021.

"23. Even though, the applications may be independent applications, ***there are common factors required to be considered for both the applications of the Respondent under Section 9 and the application of the Appellant under Section 36(2).*** *The jurisdiction of this Court under Section 9 is wide. A party may apply to a Court for interim measures before the commencement of Arbitral proceedings, during Arbitral proceedings or at any time after the making of the Arbitral Award, but before it is enforced in accordance with Section 36 of the Arbitration Act.*

xxxx xxxx xxxx

27. Under Section 36, where the time for making an application to set aside arbitral award has expired, the award might be enforced in accordance with the provisions of the CPC in the same manner as it were a decree of the Court. Section 36(2) makes it clear that filing an application for setting aside of an award under Section 34 is not to render the award unenforceable, unless the Court expressly grants an order of stay of operation of the arbitral award in accordance with the provisions of subsection (3) of Section 36, on a separate application made for that purpose.

28. ***Once an application under sub-section (2) of Section 36 is filed for stay of operation of the arbitral award, the Court might subject to such conditions as it may deem fit, grant stay of the operation of such award, for reasons to be recorded in writing. The Court is empowered to impose such conditions as it might deem fit and may grant stay of operation of the award subject to furnishing of security covering entire amount of the award including interest.***

29. The proviso to Section 36(3) of the Arbitration Act, makes it clear that ***while considering an application for grant of stay in the case of an arbitral award for payment of money, due regard has to be given to the provisions for grant of stay of a money decree under the provisions of the CPC.***

30. The proviso to Section 36(3) further stipulates that ***where the Court is satisfied that a prima facie case is made out that (a) the arbitration agreement or contract which is the basis of the award or, (b) the making of the award was induced or effected by fraud or corruption, it shall stay the award unconditionally pending disposal of the challenge under Section 34 of the award.***

31. In Ajay Singh v. Kal Airways Private Limited[1] the Delhi High Court correctly held:

"...Section 9 grants wide powers to the courts in fashioning an appropriate interim order, is apparent from its text. Nevertheless, what the authorities stress is that the exercise of such power should be principled, premised on some known guidelines - therefore, the analogy of Orders 38 and 39. Equally, the court should not find itself unduly bound by the text of those provisions rather it is to follow the underlying principles..."

32. In Jagdish Ahuja v. Cupino Limited[2], the Bombay High Court correctly summarised the law in Paragraph 6 extracted hereinbelow:—

> *"6. As far as Section 9 of the Act is concerned, it cannot be said that this court, while considering a relief thereunder, is strictly bound by the provisions of Order 38 Rule 5. As held by our Courts, the scope of Section 9 of the Act is very broad; the court has a discretion to grant thereunder a wide range of interim measures of protection "as may appear to the court to be just and convenient", though such discretion has to be exercised judiciously and not arbitrarily. The court is, no doubt, guided by the principles which civil courts ordinarily employ for considering interim relief, particularly, Order 39 Rules 1 and 2 and Order 38 Rule 5; the court, however, is not unduly bound by their texts. As this court held in Nimbus Communications Limited v. Board of Control for Cricket in India (Per D.Y. Chandrachud Js, as the learned Judge then was), the court, whilst exercising power under Section 9, "must have due regard to the underlying purpose of the conferment of the power under the court which is to promote the efficacy of arbitration as a form of dispute resolution." The learned Judge further observed as follows:*
>
> *"Just as on the one hand the exercise of the power under Section 9 cannot be carried out in an uncharted territory ignoring the basic principles of procedural law contained in the Code of Civil Procedure 1908, the rigors of every procedural provision in the Code of Civil Procedure 1908 cannot be put into place to defeat the grant of relief which would subserve the paramount interests of justice. A balance has to be drawn between the two considerations in the facts of each case."*

33. In Valentine Maritime Ltd. v. Kreuz Subsea Pte Ltd.[3], the Bombay High Court held:—

> *"96. This court held that just as on the one hand the exercise of the power under Section 9 cannot be carried out in an uncharted territory ignoring the basic principles of procedural law contained in the Civil Procedure Code, 1908, the rigors of every procedural provision in the Civil Procedure Code, 1908 cannot be put into place to defeat the grant of relief which would sub-serve the paramount interests of justice. A balance has to be drawn between the two considerations in the facts of each case. The principles laid down in the Civil Procedure Code, 1908 for the grant of interlocutory remedies must furnish a guide to the Court when it determines an application under Section 9 of the Arbitration and Conciliation Act, 1996. The underlying basis of Order 38 Rule 5 therefore has to be borne in mind while deciding an application under Section 9(ii)(b) of the Arbitration Act."*
>
> *34.* ***Section 9 of the Arbitration Act confers wide power on the Court to pass orders securing the amount in dispute in arbitration, whether before the commencement of the Arbitral proceedings, during the Arbitral proceedings or at any time after making of the arbitral award,*** *but before its enforcement in accordance with Section 36 of the Arbitration Act.* ***All that the Court is required to see is, whether the applicant for interim measure has a good prima facie case, whether the balance of convenience is in favour of interim relief as prayed for being granted and whether the applicant has approached the court with reasonable expedition."***[21]

20. In *Pam Developments (P) Ltd. v. State of W.B.*[22] also, the Court was concerned with proceedings for stay of an award under Section 36 of the Act, read with Order XLI Rule 5 of the CPC. While considering an argument made on behalf of the State of West Bengal, that Order XXVII Rule 8A of the CPC exempted it from making a deposit in terms of an impugned award, the Supreme Court held as follows**: -**

> *"20. In our view, in the present context, the phrase used is "having regard to" the provisions of CPC and not "in accordance*

[21] Emphasis supplied.
[22] (2019) 8 SCC 112.

with" the provisions of CPC. In the latter case, it would have been mandatory, but in the form as mentioned in Rule 36(3) of the Arbitration Act, it would only be directory or as a guiding factor. Mere reference to CPC in the said Section 36 cannot be construed in such a manner that it takes away the power conferred in the main statute (i.e. the Arbitration Act) itself. It is to be taken as a general guideline, which will not make the main provision of the Arbitration Act inapplicable. The provisions of CPC are to be followed as a guidance, whereas the provisions of the Arbitration Act are essentially to be first applied. Since, the Arbitration Act is a self-contained Act, the provisions of CPC will apply only insofar as the same are not inconsistent with the spirit and provisions of the Arbitration Act.

xxxx xxxx xxxx

29. Although we are of the firm view that the archaic Rule 8-A of Order 27 CPC has no application or reference in the present times, we may only add that even if it is assumed that the provisions of Order 27 Rule 8-A CPC are to be applied, the same would only exempt the Government from furnishing security, whereas under Order 41 Rule 5 CPC, the Court has the power to direct for full or part deposit and/or to furnish security of the decretal amount. Rule 8-A only provides exemption from furnishing security, which would not restrict the Court from directing deposit of the awarded amount and part thereof."

21. A recent judgment of the Calcutta High Court in *Siliguri Jalpaiguri Development Authority vs. Bengal Unitech Universal Siliguri Projects Ltd.*[23], citing *Pam Development*[24] and finding against the petitioner with regard to the *prima facie* case, held as follows: -

*"6. **Lastly, it is my view that the amended Section 36 of the Act, provides for securing the award holder for the entirety of the award value.** It should also be noted that the security must be real and not illusionary or insignificant. Thus, the argument by the senior counsel appearing for the petitioner that the land in possession of the respondent must be considered as sufficient security under Section 36 does not hold water. The land offered for the purpose of security is part of the dispute between the parties. Furthermore, no document has been placed before this court to*

[23] Judgment dated 22.06.2022 in I.A. G.A. No. 1/2022 in A.P. 230/2022.
[24] Supra (note 22).

> *indicate that the value of the land would cover the entirety of the award. Ergo, the same cannot be accepted for securing the interest of the award holder.* ***While the rights of the award holder are not crystallised till the disposal of the application under Section 34 of the 1996 Act, the award holder still has the statutory safeguard under Section 36 of the 1996 Act to be secured in a fruitful manner for the entirety of the arbitral award amount unless there are reasons otherwise as contemplated under the amended Section 36 of the 1996 Act.*** *However, this Court is also mindful of the arguments of the petitioner with regard to the liquidity crunch being faced by the petitioner for the purpose of securing the respondent for the entirety of the award so that the challenge under Section 34 for setting aside of the award does not become otiose*[25]*.*"

22. Having regard to these judgments, and the facts of the present case, I do not consider this an appropriate case to record a *prima facie* finding of fraud having induced or effected the transactions.

23. In view of the aforesaid conclusion, it is clear that the judgment in *Antrix*[26]*,* cited by Mr. Singh, has no application at this stage.

24. I, therefore, do not accept MTNL's request for an unconditional stay of the award. The application is disposed of with the direction that enforcement of the impugned award will be stayed, subject to the following conditions: -

A. MTNL depositing with the learned Registrar General of this Court, an amount of ₹160 crores and interest thereupon, at the awarded rate of 6% per annum from 20.10.1993 until 31.03.2023. The deposit be made by 15.04.2023.

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[25] Emphasis supplied.
[26] Supra (note 9).

B. The amount deposited be kept in fixed deposit, initially for a period of one year, and extended from time to time during the pendency of the present petition under Section 34 of the Act.

C. MTNL is further directed to deposit the further interest accrued in terms of the award every six months thereafter. The first supplementary deposit will cover the interest liability under the award for the period 01.04.2023 to 30.09.2023, and must be made by 15.10.2023. Subsequent deposits be made by 15th April and 15th October of each succeeding year.

25. It is made clear that the observations contained in this judgment are *prima facie* observations for the purpose of disposal of the application. They are not intended to prejudice the rights and contentions of the parties at the final hearing of the Section 34 proceedings.

PRATEEK JALAN, J

FEBRUARY 28, 2023
'Bhupi'/Ananya/