Test Series: April, 2021

MOCK TEST PAPER

FINAL (New) GROUP – II

PAPER – 6D: ECONOMIC LAWS

Suggested answers

Case Study 1

1.1 (d)

1.2 (a)

1.3 (c)

1.4 (d)

1.5 (d)

1.6 The Real Estate (Regulation and Development) Act 2016 (herein-after RERA) under its section 14 provides the adherence to sanctioned plan and project specifications by the Promoter.

Sub-section 1 provides the proposed project shall be developed and completed by the promoter following the sanctioned plans, layout plans and specifications as approved by the competent authorities.

Sub-section 2 has an overriding effect and its clause (i) provide the promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, which are agreed to be taken, without the previous consent of that person who agrees to take one or more of the said apartment, plot or building, as the case may be.

Here it is worth noting that the promoter may make such minor additions or alterations as may be required by the allottee, or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by an authorised Architect or Engineer after proper declaration and intimation to the allottee.

For this clause, "minor additions or alterations" excludes structural change including an addition to the area or change in height, or the removal of part of a building, or any change to the structure, such as the construction or removal or cutting into of any wall or a part of a wall, partition, column, beam, joist, floor including a mezzanine floor or other support, or a change to or closing of any required means of access ingress or egress or a change to the fixtures or equipment, etc.

Since in the given case certain structural changes (in the sanctioned plan of the project) relating to height is required, hence the changes in sanctioned plan are not minor in nature.

Further clause (ii) of Sub-section 2 provides the promoter shall not make any other alterations or additions in the sanctioned plans, layout plans and specifications of the buildings or the common areas within the project without the previous written consent of at least two-thirds of the allottees, other than the promoter, who have agreed to take apartments in such building.

It is worth noting here that for this clause, the allottees, irrespective of the number of apartments or plots, as the case may be, booked by him or booked in the name of his family, or in the case of other persons such as companies or firms or any association of individuals, etc., by whatever name called, booked in its name or booked in the name of its associated entities or related enterprises, shall be considered as one allottee only.

In the given case all 120 units' subscribed/booked by allottees except 2 Flats kept by Mr. Vivek (promoter). Out of 118, Mr. Tirlochan Negi booked 3 floors one in his own name, another one in the name of his daughter in law and the third one in name of his company, whereas Mr. Dabral booked a

flat and a villa (both in his name); rest all allottee booked one unit each. Hence the total number of allottee for purpose of section 14(2)(ii) is 115 (118-2-1) considering Mr Tirlochan (3) and Mr Dabral (2) as a single allottee each. At least 2/3 allottee shall be 77 (2/3rd of 115 – round up to next whole integer), whose previous written consent is required; before making changes to sanctioned plan.

Hence the opinion of Mr. Vivek in the context of the provision contained in RERA, 2016 is untenable and incorrect.

1.7 Investments are considered as capital account transactions, hence governed by section 6 of the Foreign Exchange Management Act, 1999 read with The Foreign Exchange Management (Permissible Capital Account Transactions) Regulations 2000 (herein-after regulations).

Clause (b) of regulation 4 of such regulations describe the prohibitions. Although regulation 4 (b) (iv) provides no person resident outside India shall invest in India, in any form, in any company or partnership firm or proprietary concern or any entity, whether incorporated or not, which is engaged or proposes to engage in real estate business. But explanation 1 provides a certain exclusion from real estate business, explanation read as 'for this regulation, 'real estate business shall not include development of townships, construction of residential/commercial premises, roads or bridges and real estate investment trusts (REITs) registered and regulated under the SEBI (REITs) Regulations, 2014.

Hence repatriation of funds in India as Investment into the real estate project (construction of residential apartments) in Kharar (Mohali, Kharar) can be seen as a permissible capital account transaction under clause (a) to schedule II of regulations.

1.8 As per clause (a) to regulation 8 of the Foreign Exchange Management (Acquisition and Transfer of Immovable Property in India) Regulations, 2018, a person referred to in sub-section (5) of Section 6 of the Act, or his successor shall not, except with the general or specific permission of the Reserve Bank, repatriate outside India the sale proceeds of any immovable property referred to in that sub-section.

Whereas section 6(5) of the Foreign Exchange Management Act, 1999 provides a person resident outside India may hold, own, transfer or invest in any immovable property situated in India if such property was acquired, held or owned by such person when he was resident in India or inherited from a person who was resident in India.

Since in the given case father of Mr. Onkar acquired the property through inheritance from his father who was resident in India, hence fall within the scope of section 6 (5). Therefore, with the permission of RBI, he can repatriate the sale proceed of ancestral property inherited by him to Canada from India.

Case Study 2

2.1 (a)

2.2 (b)

2.3 (d)

2.4 (b)

2.5 (c)

2.6 NRE account stands for Non-Resident External Account. This account facilitates non-resident to park their foreign earnings to transfer that to India.

NRO account stands for Non-Resident Ordinary Account. This account also facilitates non-resident to manage their income (such as rent, dividend, pension, interest, etc.) that is earned in India.

Basis	NRE Account	NRO Account
Purpose	It is an account of an NRI to transfer foreign earnings to India	It is an account of an NRI to manage the income earned in India
Taxability	Interest earned is tax free	Interest earned is taxable

Repatriation	Can repatriate	Can repatriate the interest amount, the principle amount can be repatriated only up to USD 1 million in a financial year
Joint Account	Can be opened by two NRIs	Can be opened by an NRI along with an Indian citizen or another NRI
Deposits and Withdrawals	Can deposit in foreign currency, and withdraw in Indian currency	Can deposit in foreign as well as Indian currency, and withdraw in Indian currency
Exchange Rate Risk	Prone to risk	Not prone to risk

Joint Account- NRE account can be jointly opened and operated by two NRIs only, whereas an NRO account can be opened by an NRI along with an Indian citizen or another NRI; hence M/s Anna can open and operate a joint NRO account with his father.

2.7 Section 5 of the Competition Act 2002 provides the thresholds beyond which an acquisition will result in combination. Vide notification number S.O. 675(E) dated 4th March 2016 the threshold (w.e.f. 4th March 2016) under section 5 shall be as tabled below;

Parties/enterprises after combination have		**Enterprises Level**	**Group Level**
Joint Assets	**In India**	Rs. 2,000 Cr	Rs. 8,000 Cr
Joint Turnover		Rs. 6,000 Cr	Rs. 24,000 Cr
Joint Total Assets	**In India or Outside**	US$ 1000 Million	US$ 4000 Million
Minimum Indian Component		Rs. 1000 Cr	Rs. 1000 Cr
Joint Total Turnover		US$ 3000 Million	US$ 12000 Million
Minimum Indian Component		Rs. 3000 Cr	Rs. 3000 Cr

In the given case TTPL had a global turnover of INRs 2735 crores in the immediately preceding year with an asset base of worth INRs 960 crores in India. Whereas TTTPL had a turnover of US$ 3400 million in the immediately preceding year with an asset base of US$ 1200 million across the globe including asset worth INRs 80 crores in India, this can be summarised as;

Joint Total Assets	**In India or Outside**	US$ 1200 Million + (INRs 960 Crores)
Including Indian Component		Rs. 1040 Cr (960+80)
Joint Total Turnover		US$ 3400 Million
Including Indian Component		Rs. 2735 Cr + (Revenue of TTTPL in India is not given)

Since the joint total assets are more than US$ 1000 million including asset in India more than INRs 1000 crores hence the acquisition of TTTPL by TTPL results in the formation of combination under Competition Act 2002.

No, there is not complete prohibition; but there is a restriction on the formation of combination under the Competition Act 2002. Section 6 of the Act provides no person or enterprise shall enter into a combination that causes or is likely to cause an appreciable adverse effect on competition within the relevant market in India and such a combination shall be void.

2.8 Section 45 of the Prevention of Money Laundering Act 2002 (here-in-after act), has the title 'offence to be cognizable and non-bailable.

Through Finance (No. 2) Act 2019 an explanation is inserted in section 45 that the expression "Offences to be cognizable and non-bailable" shall mean and shall be deemed to have always meant that all offences under this Act shall be cognizable offences and non-bailable offences notwithstanding anything to the contrary contained in the Code of Criminal Procedure, 1973, and accordingly, the officers authorised under this Act are empowered to arrest an accused without a warrant, subject to the fulfilment of conditions under section 19 and subject to the conditions enshrined under this section.

Further sub-section 1 to section 45 provides notwithstanding anything contained in the Code of Criminal Procedure, 1973 (2 of 1974), or any other provision of this Act, no police officer shall investigate into an offence under this Act unless specifically authorised, by the Central Government by a general or special order, and, subject to such conditions as may be prescribed.

Section 19(1) of the act provides If the Director, Deputy Director, Assistant Director, or any other officer authorised in this behalf by the Central Government by general or special order, has based on material in his possession reason to believe (the reason for such belief to be recorded in writing) that any person has been guilty of an offence punishable under this Act, he may arrest such person and shall, as soon as may be, inform him of the grounds for such arrest.

It can be concluded that the officer is empowered to arrest without a warrant if the conditions entailed in section 19 and 45 are fulfilled. But he can't investigate unless authorised by the central government.

Hence the argument of Ms Rita, Captain of the ship, and Director that the officer is **not empowered to arrest them without a warrant is not legally tenable**; whereas the argument of the captain of the ship and Director that the officer is **not empowered to investigate** them without prior authorisation from the government is **legally tenable**.

Students are advised to note;

The second proviso to section 45 (1) of the act provided that the Special Court shall not take cognizance of any offence punishable under section 4 except upon a complaint in writing made by the Director; or any officer of the Central Government or State Government authorised in writing in this behalf by the Central Government by a general or a special order made in this behalf by that Government.

Cognizance of offence by the court (to initiate trial) shall not be confused with the cognizable nature of the offence for the arrest of the accused by designated authorities under section 19 of the Act.

Case Study 3

3.1 (d)

3.2 (d)

3.3 (c)

3.4 (c)

3.5 (d)

3.6 As per explanation (b) to section 4 of the Competition Act, 2002, the predatory price means the sale of goods or provision of services, at a price which is below the cost, as may be determined by regulations, of production of the goods or provision of services, to reduce competition or eliminate the competitors.

In the given case it was mentioned that due to the low cost of production, PRS was able to offer a deep discount to its customer, especially first-time customers.

The Standard portable saw machine of 16th Inches which PRS was able to manufacture under INRs 3500/- and sold for in a range of INRs 3800-4000, other competitors able to manufacture the same in and around INRs 4000/-

Since the price offered by PRS is in the range of INRs 3800-4000 which is not less than the cost determined under the regulation is INRs 3800/- hence the **PRS is not abusing the dominance through predatory pricing of their product.**

Further as per section 19 (4) of the Competition Act, 2002, The Commission while inquiring whether an enterprise enjoys a dominant position or not under section 4, shall have due regard to all or any of the following factors, namely:—

(a) Market share of the enterprise;

(b) Size and resources of the enterprise;

(c) Size and importance of the competitors;

(d) Economic power of the enterprise including commercial advantages over competitors;

(e) Vertical integration of the enterprises or sale or service network of such enterprises;

(f) Dependence of consumers on the enterprise;

(g) Monopoly or dominant position whether acquired as a result of any statute or by virtue of being a Government company or a public sector undertaking or otherwise;

(h) Entry barriers including barriers such as regulatory barriers, financial risk, high capital cost of entry, marketing entry barriers, technical entry barriers, economies of scale, high cost of substitutable goods or service for consumers;

(i) Countervailing buying power;

(j) Market structure and size of market;

(k) Social obligations and social costs;

(l) Relative advantage by way of the contribution to the economic development, by the enterprise enjoying a dominant position having or likely to have an appreciable adverse effect on competition;

(m) Any other factor which the Commission may consider relevant for the inquiry.

Students are advised to note;
Dominance is not prohibited, abuse of dominance is prohibited. Even in the given case, it seems that PRS holds dominance over the relevant market in the relevant product segment, it can't be inferred that it violates any of the provisions of the Competition Act 2002 regarding the prohibition of abuse of dominance.

3.7 Clause viii to p**aragraph 4.2 of the master direction No.5 (dealing with External Commercial Borrowings) dated 26th March 2019,** contain the negative list, for which the ECB proceeds cannot be utilised.

Further clause v to paragraph 4.2 of same directions, which deals with minimum average maturity period contains certain exception to negative list of end uses contained in clause viii.

(i) As per item c in the negative list, equity investment is not permitted. Hence any form of equity investment be it direct or indirect (through the purchase of goodwill) is not permitted. Even ECB can't be availed of for making a contribution in an LLP.

(ii) Reading both the clauses (v and viii) together it is observed that raising and use of ECB for repayment of Rupee loans is permitted in some cases.

ECB can be raised and used for repayment of that Rupee loans which was availed domestically, for purposes both capital expenditure and other than capital expenditure; the only difference is minimum average maturity period i.e. 7 and 10 years in case of capital expenditure and other than capital expenditure respectively (provided ECB is not raised from foreign branches/subsidiaries of Indian banks).

ECB can't be raised and used for repayment of other than domestically availed Rupee loans.

It is worth here to note that ECB can also be raised and used with a minimum average maturity period of 5 years for repayment of Rupee loans.

3.8 **(i)** No, an unregistered allottees association can file a complaint with the authority; although individual allottee can make a complaint in their individual capacity.

It is worth here to quote section 31 (1) of the Real Estate (Regulation and Development) Act 2016, it read as any aggrieved person may file a complaint with the Authority or the Adjudicating Officer, as the case may be, for any violation or contravention of the provisions of this Act or the rules and regulations made thereunder, against any promoter, allottee or real estate agent, as the case may be.

Further explanation to such sub-section provides person shall include the association of allottees or any voluntary consumer association registered under any law for the time being in force.

Students are also advised to note
As per section 11 (4) (e) promoter shall enable the formation of an association or society or co-operative society, as the case may be, of the allottees, or a federation of the same, under the laws applicable

(ii) As per **section 6** of the Real Estate (Regulation and Development) Act, 2016 the **registration granted under section 5 may be extended** by the Authority **on an application made by the promoter**, due to **force majeure (**a case of war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project)

Authority may in reasonable circumstances, without default on the part of the promoter, based on the facts of each case, and for reasons to be recorded in writing, extend the registration granted to a project for such time as it considers necessary, which shall, in aggregate, not exceed a period of one year

No application for extension of registration shall be rejected unless the applicant has been given an opportunity of being heard in the matter.

Hence, **Shiva Estate and Realtors can make an application under section 6 for extension of registration.**

Case study 4

4.1 **(d)**

4.2 **(c)**

4.3 **(b)**

4.4 **(b)**

4.5 **(c)**

4.6 Sub-section 3 inserted to section 66 of the Insolvency and Bankruptcy Code, 2016 (here-in-after the code) by the Insolvency and Bankruptcy Code (Second Amendment) Act, 2020 dated 05.06.2020 (w.e.f 05.06.2020), which says notwithstanding anything contained in this section, no application shall be filed by a resolution professional under sub-section (2), in respect of such default against which initiation of the corporate insolvency resolution process is suspended as per section 10A.

Sub-section 2 to section 66 provides on an application made by a resolution professional during the corporate insolvency resolution process, the Adjudicating Authority may by an order direct that a director or partner of the corporate debtor, as the case may be, shall be liable to make such contribution to the assets of the corporate debtor as it may deem fit, if (a) before the insolvency commencement date, **such director** or partner **knew or ought to have known that the there was no reasonable prospect of avoiding the commencement of a corporate insolvency resolution process** in respect of such corporate debtor; and (b) **such director** or partner **did not exercise due diligence in minimising the potential loss to the creditors of the corporate debtor**.

Here it worth noting that filing of the application for initiation of corporate insolvency resolution process of a corporate debtor under section 7, 9 and 10 of the Code was suspended (under section 10A), who made the default/s during the period from 25th March 2020 till 24th March 2021*. Proviso to section 10A provides that no application shall ever be filled for the defaults occurring during said period (from 25th March 2020 till 24th March 2021).

*Through SO 4638(E) dated 22nd Dec 2020, application of section 10A extended for another 3 months beyond 25th Dec 2020.

Since the default occurred during the second and third quarter of 2020-2021 (falls in between the suspension period), hence resolution professional can't apply to adjudicating authority; due to the effect of section 66(3) of the IBC 2016.

4.7 As per **section 19 (3)** of the Competition Act, 2002, the Commission shall, while determining **whether an agreement has an appreciable adverse effect** on competition under section 3, have due regard to **all or any of the following factors**, namely

(a) Creation of **barriers** to new entrants in the market;

(b) **Driving existing competitors out of the market**;

(c) Foreclosure of competition by **hindering entry** into the market;

(d) **Accrual of benefits** to consumers;

(e) **Improvements in production or distribution** of goods or provision of services; or

(f) **Promotion of technical, scientific and economic development** by means of production or distribution of goods or provision of services.

Facts given in the case are very similar to facts of case **B. P. Khare, Principal Chief Engineer, South Eastern Railway vs. M/s Orissa Concrete and Allied Industries Ltd. and Ors.,** wherein A tender notice was floated by South Eastern Railway for procurement of Anti-Theft Elastic Rail Clips with Circlips from RDSO approved firms. Responses were submitted by 29 firms, the rate quoted by most of the firms was @ 66.50 (all-inclusive). The quantity quoted by each of the firms was far less than 50% of the total tender quantity. It is also alleged that the quoted rate was about 10% higher than the neighbouring Railways' last purchase rate.

Commission prima-facie noted that the rate was inclusive of freight. Bidders were located across the country, the cost of freight for supplying the product from different parts of the country could not have been the same hence identical rates, indicative of meeting of minds.

The Director-General during scrutiny of the case found that all the 29 firms have quoted identical bids which were in the range of Rs.66.49 to Rs.66.51. Further bid documents revealed that the 19 firms, 4 firms, and 2 firms respectively had similar handwriting in which the prices were quoted in their respective bid documents. 17 bids are supported by a cover letter and the format of the cover letter was the same in all such 17 cases.

Commission held that conduct of parties was amounting to bid-rigging. Commission issued cease and desist order.

It is worth mentioning here that as per **explanation to sub-section 3 to section 3**, **bid-rigging** means any agreement, between enterprises or persons referred to in sub-section (3) engaged in identical or similar production or trading of goods or provision of services, which has the effect of eliminating or reducing competition for bids or adversely affecting or manipulating the process for bidding.

Since the facts in the given case strongly indicate collusive bidding, such as the rate quoted by most of the firms was the same per unit; and on an all-inclusive basis despite they from different part of India (how the price can be same, at least the different amount of the freight will result in the difference

of price quoted). The quoted rate is about 25% higher than, the rate at which procurement of similar battery sets (exactly same specifications) was done by National Capital's Metro Rail Corporation very recently (means by collusion they wish to gain in term of charging a high price). It is also observed that the quantity quoted by each of the firms was far or less near to 20% of the total tender quantity (so that all gets the opportunity to deliver the product and make money). **Hence such collusive understanding (meeting of minds) among the bidder, followed by an act of bid-rigging; falls under the scope of the horizontal anti-competitive agreement.**

Students are advised to note

A **cease and desist order** is issued when a court, tribunal, or quasi-judicial authority intend to direct someone to **stop engaging in illegal activity and not to restart it**.

4.8 As per sub-section 1 to section 54A of the Prohibition of Benami Property Transaction Act 1988, **any person who fails to furnish the information** as required under section 21 (or comply with summons issued under section 19(1) **shall be liable to pay the penalty of 25000/- for each such failure**.

Sub-section 2 to section 54A provides such penalty shall be imposed by the authority who called for the information. Further sub-section 3 provides such penalty shall be imposed only after the opportunity of being heard given. Proviso to section 54A acts as a safeguard from the imposition of penalty in cases, where good and sufficient information prevented the person from furnishing the information.

Further, as per section 54 of the act, any person who is required to furnish information under this Act **knowingly gives false information** to any authority or **furnishes any false document** in any proceeding under this Act, **shall be punishable** with **rigorous imprisonment** for a term which **shall not be less than six months but which may extend to five years and** shall also be **liable to fine which may extend to ten percent of the fair market value of the property.**

Case Study 5

5.1 (b)

5.2 (c)

5.3 (b)

5.4 (d)

5.5 (d)

5.6 Based upon the judgment pronounced in the case of **Swiss Ribbons Private Limited & Anr. Vs. Union of India & Ors**. Insolvency and Bankruptcy Code, 2016 (IBC) is constitutional in entirety and not discriminatory and unfair to an operational creditor as compared to the financial creditor.

The court held that financial creditors are clearly different from operational creditors and therefore, there is obviously an intelligible differentia between the two which has a direct relation to the objects sought to be achieved by the Code. Court also held that the excessive power given to the Committee of Creditors (CoCs) is controlled through approval/rejection of the plan with the large majority (rather a simple majority) and NCLT and thereafter NCLAT can set aside the arbitrary decisions of CoCs.

The court held that since there is a difference in the relative importance of two types of debts when it comes to objects sought to be achieved by the insolvency code, hence article 14 of the Constitution of India (equality before the law) does not get infracted.

5.7 As per sub-section 1 to section 11A of the Prevention of Money Laundering Act 2002, every reporting entity shall verify the identity of its clients and the beneficial owner, by—

- Authentication under the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016 if the reporting entity is a banking company; or

- Offline verification under the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016; or
- **Use of a passport issued under section 4 of the Passports Act, 1967**; or
- Use of any other officially valid document or modes of identification as may be notified by the Central Government in this behalf.

Further as per sub-section 3 to section 11A of the Prevention of Money Laundering Act 2002, the **use of modes of the identification under sub-section (1)** shall be a **voluntary choice of every client or beneficial owner who is sought to be identified** and **no client or the beneficial owner shall be denied services for not having an Aadhaar number**.

No, the bank shall not deny Mr. Murli to transact in the absence of furnishing an Aadhaar Card as proof of identity.

Since Mr. Murli holds an **Indian passport** (which is obviously issued under section 4 of The Passport Act 1967), hence **can use his passport as proof of his identity, for purpose verification of identity at the bank.**

5.8 Mr. Nariman Izaz, hold credence that section 14 of the Insolvency and Bankruptcy Code, 2016 (IBC) would apply to the personal guarantor as well, as a result of which proceedings against the personal guarantor and his property would have to stay if moratorium declared.

Clause (b) section 14 (3) of the Insolvency and Bankruptcy Code, 2016, read as the provisions of sub-section (1) shall not apply to a surety in a contract of guarantee to a corporate debtor. It important here to note that sub-section (1) gave power to adjudicating authority to declare a moratorium.

The **credence of Mr. Nariman Izaz seems invalid** in light of the pronouncement given by the apex court in Civil Appeal No. 3595 of 2018, **State Bank of India vs. V. Ramakrishnan**. The apex court consider the following facts importantly -

- Report of Insolvency Law Committee dated 26.03.2018 clarified that the **period of moratorium under section 14 is not applicable to personal guarantors,**
- Amendment made to the provision of section 14 (substituted vide act 26 of 2018 enforced w.r.e.f. 6th June 2018) that clearly states that the moratorium period envisaged in **section 14 is not applicable to a personal guarantor** to a corporate debtor.

Since, section 14 (moratorium) of the IBC is not applicable to the personal guarantor, hence the credence of Mr. Nariman Izaz (that after the declaration of moratorium under section 14, legal action against him is barred too) is not valid.

Students are also advised to note;

Since in the civil appeal quoted above, question in front of the apex court is much border than what we are asked to answer here for academic purposes; hence court also observed and record following in its order (not that much relevant for the answer, but important to note for better understanding)

The Hon'ble Supreme Court first considers the fact that different provisions of the IBC are applicable to the insolvency of different categories of persons. Section 96 and 101 of the IBC provide for separate provision for a moratorium for the personal guarantor. Whereas section 14 deals with corporates

Court also observed that different provisions of law brought into effect on different dates and some of the provisions were not yet enforced (on the date of the judgment). Provisions pertaining to sections 96 and 101 have not been brought into force.

5.9 As per para B.5.1 (i) of the 'Master Direction on Import of Goods and Services' dated 1st January 2016 (as amended from time to time), in terms of the extant regulations, remittances against imports should be completed by not later than six months from the date of shipment, except in cases where amounts are withheld towards the guarantee of performance, etc.

Vide A.P. (DIR Series) Circular No.33 dated 22nd May 2020, in view of the disruptions due to the outbreak of COVID-19 pandemic, with effect from 22nd May 2020, the time period for completion of remittances against normal imports (except in cases where amounts are withheld towards the guarantee of performance, etc.) **has been extended** from six months **to twelve months from the date of shipment** for such imports made **on or before 31st July 2020**.

Since the entire order was received through a single shipment on 3rd July 2020, hence the 12 months shall be completed on 2nd July 2021. So the remittances against imports should be completed by ASNL **within 2nd July 2021**.