
(2001) 09 DEL CK 0216

In the Delhi High Court

Case No : Suit No. 1573/95 and is No's. 644 and 645/96

M/s Brij Lal and Sons

APPELLANT

Vs

Delhi Development Authority

RESPONDENT

Date of Decision : 24-09-2001

Acts Referred:

Citation : (2002) 61 DRJ 48

Hon'ble Judges : V.K. Jain, J

Bench : Single Bench

Advocate : Mr. R. Rajappan, for the Appellant; Ms Ansuya Salwan, for the Respondent

Judgement

Virender Jain, J.—I.A. No. 644 of 1996

2. Counsel for the petitioner says that he does not wish to press the objections filed by the petitioner.

3. Dismissed as withdrawn.

4. I.A.No.644 of 1996

5. Objections to the award have been filed by the respondent-objector to claim nos.1, 2, 3, 4, 6, 7 and 15, 8, 11, 12 and 13. Most of the objections are frivolous as this court is not to re-appreciate or re-consider the evidence which was led before the arbitrator.

6. Ms. Anusya Salwan, learned counsel appearing for the respondent-objector, has contended that arbitrator has mis-conducted the proceedings as the arbitrator could not have awarded an amount of Rs.2,05,600/= under claim nos.7 and 15. Under claim no.7 claimant claimed a sum of Rs.2,60,000/= on account of compound interest for blocking of money after completion and under claim no.15 claimant claimed 20% compound interest pre-suited and backdated from the actual date of payment till payment was made. The arbitrator has held that the claim for judgments given by the Supreme Court and High Courts.

However, the interest was not payable on the amount that in this particular case the claimant was forced to completion as recorded on 10.11.1989. However, the final wrongly withheld or which was not paid works out to Rs.2,05,577/=. The arbitrator did not allow 20% compound interest but allowed simple interest @ 12% p.a. on the aforesaid amount of Rs.2,05,577/= from 11.10.1989 to 26.2.1995. I do not see any merit in the arguments of the respondent with regard to amount of Rs.1,32,673/= on the aforesaid basis. There is no force in the arguments of the learned counsel for the respondent-objector.

7. Similarly, the arguments of the counsel for the respondent-objector with regard to claim no.8 by which the claimant claimed an amount of Rs.4,40,000/= on account of loss of business for withheld money by respondents as the money was wrongfully withheld by the respondents cannot be faulted. The arbitrator only allowed a sum of Rs.1,20,000/=. The claimant had claimed a loss of Rs.12,000/= per month. However, the arbitrator allowed the same on certain basis @ Rs.6,000/=per month from 11.10.1989 till 11.6.1991 for a period of 20 months.

8. Similarly, with regard to claim no.12 there is a specific finding by the arbitrator, claimant claimed Rs.11 lacs under this clause, arbitrator has allowed Rs.1,20,500/= only. The said claim was on account of less payment made in the final bill by the respondents.

9. In K.R. Raveendranathan Vs. State of Kerala and Another, , which was a case decided by three Judges of the Supreme Court validity of the ratio of Sudarsan Trading Co. Vs. Government of Kerala and Another, was referred to as there was conflict of opinion between M/s Sudershal Trading Co."s case (supra) and Associated Engineering Co. Vs. Government of Andhra Pradesh and another, , the three Judges Bench of the Supreme Court in K.R.Raveendranathan"s case (supra) held that M/s Sudershal Trading Co."s case (supra) was good law. That being so, this Court will not go into the question of interpretation of the Clauses of contract once the arbitrator has decided the same in view of the material and pleadings of the parties placed before him. In any event of the matter, when the parties have referred their disputes for adjudication by arbitrator in exclusion of normal civil law remedy, this Court will neither sit in appeal nor would like to substitute its own opinion as that of the arbitrator. There is no merit in the objections, same are dismissed.

10. Suit no.1573 of 1995

12. As the objections filed by the respondent have been dismissed. Award is made rule of the Court. A decree in terms thereof is passed. Petitioner shall be entitle to interest @ 12% p.a. from the date of decree till its realisation.

13. Suit stands disposed of accordingly.