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IN THE HIGH COURT OF DELHI AT NEW DELHI

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O.M.P. 371/2008

NATIONAL HIGHWAYS AUTHORITY OF INDIA Petitioner
Through: Ms. Gunjan Sinha, Advocate.

versus

M/S LIMAK-SOMA (JV) Respondent
Through: Mr. Arunabh Chowdhury, Mr. Vaibhav
Tomar, Ms. Shruti Choudhry and Mr. Karma
Dorjee, Advocates.

CORAM: JUSTICE S. MURALIDHAR

ORDER

15.11.2016

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1. The challenge in this petition by the National Highways Authority of India (NHAI) is to an Award dated 1st March, 2008 passed by the Arbitral Tribunal (AT) in the disputes between the parties arising out of a Contract Agreement dated 25th July, 2001 for a work of widening of 4/6 lane and strengthening of existing 2-lane carriage way from Gundugolanu near Elaru to Gowthami Bridge (Km 80 to Km 164.50) in Vijayawada Visakhapatnam section of NH-5 in the State of Andhra Pradesh.

2. As recorded by the Court in its order dated 3rd August, 2016, in view of the subsequent developments after the filing of the present petition, the objection as regards the impugned Award is confined by the Petitioner to Claim No. 1 only. It is pointed out that rest of the claims have been settled between the parties.

3. Claim No. 1 pertains to idling charges as claimed by the Respondent Claimant for the machinery deployed which was more than what was agreed to since the intention was to complete the work ahead of the stipulated completion date and to earn bonus. The grievance of NHAI is that the said claim has been decided on speculative basis by the AT.

4. Having perused the impugned Award, the Court notices that the AT has explained very clearly the basis on which it has proceeded to calculate the idling charges. It is significant that the AT did not grant the idling charges as claimed by the Respondent. The Court, therefore, is unable to accept the submission that the said claim is decided on a speculative basis.

5. It is then submitted that future interest on the idling charges has been awarded at 10% compounded monthly, which is excessive. It is pointed out by the learned counsel for the Respondent that this is in terms of the contract between the parties. Indeed, the AT decided the claim for interest consistent with the terms of the contract.

6. No ground is made out for interference with the impugned Award as regards Claim No.1 relating to idling charges and the interest thereon. The petition is, accordingly, dismissed but with no order as to costs.

S. MURALIDHAR, J

NOVEMBER 15, 2016

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