IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

ARBITRATION PETITION NO. 294 OF 2014

Kishan N.Chawla & Ors. ….. Petitioners

VERSUS

Assa Abloy India Private Limited ….. Respondent

Mr.Prem Gidwani for the Petitioners.

Mr.Udit Mendiratta, a/w. Mr.Priyank Ladoia, i/b. Trilegal for the Respondent.

CORAM : R.D. DHANUKA, J.

DATED : 13st APRIL, 2015

P.C.

By this petition filed under section 34 of the Arbitration and Conciliation Act, 1996 the petitioner has impugned the arbitral award dated 30th October, 2013 passed by the learned arbitrator directing the petitioners to refund a sum of Rs.21,25,584/- being the Municipal Tax difference of Rs.59.044 for the period of 36 months and also interest at Rs.37,198/- thereon aggregating to Rs.21,99,980/-.

2. The parties had entered into leave and licence agreement in the month of August 2008. The petitioners had given the premises bearing No.B/206, situated on the 2nd Floor in the 'B' Wing of the building known as Universal Business Park situated at Kurla, Mumbai to the respondent on the terms and conditions setout therein. Under the said agreement, the respondent had deposited a sum of Rs.35,72,100/- with the petitioners which was refundable to the respondent at the expiry of the leave and licence period or upon the respondent vacating the same.

3. It was the case of the petitioners that there was a demand of increased property taxes @ Rs.71,248/- as against Rs.12,204/- and thus the petitioners had deducted the increase of Rs.59,044/- for the period of 36 months from the deposit amount of the respondent. Dispute arose between the parties and was referred to arbitration.

4. A perusal of the record indicates that in support of such deduction made by the petitioners, the petitioners placed reliance before the learned arbitrator on the invoices for the period March 2008 to September 2008 which were interpolated by the petitioners. In paragraph (29) of the impugned award, the learned arbitrator has rendered a finding of fact that invoices produced by the petitioners herein for the period March 2008 to September 2008 showed that there had been some interpolation and that the word 'NIL' had been inserted over with white ink or a whitener having been applied against the term 'Municipal Taxes' in those invoices. It is also held that the rubber stamp at the word 'NIL' and the rubber stamp at the bottom left hand corner near the signature on those invoices were different in terms of the font size of the letters and numbers within the said rubber stamps. The petitioners could not give any explanation as to why such interpolation was done by the petitioners.

5. The learned arbitrator has held that it would be completely contradictory that the Corporation on the one hand states that the first assessment of the licensed premises was on 1st October, 2008 when the Corporation itself met the representatives of the society on 22nd June, 2010 and reduced the property taxes.

6. A perusal of the record indicates that the learned arbitrator has considered all the evidence produced by the parties before the learned arbitrator and after

considering the conduct of the petitioners in interpolation the evidence before the learned arbitrator, the learned learned arbitrator has rightly allowed the claims made by the respondent. The findings rendered by the learned arbitrator are not perverse and are correct. No interference with the impugned award is thus warranted under section 34 of the Arbitration and Conciliation Act, 1996. The arbitration petition is devoid of merits and is dismissed with cost quantified at Rs.15,000/- which shall be paid by the petitioners to the respondent within two weeks from today.

[R.D. DHANUKA, J.]