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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

ARBITRATION PETITION NO.809 OF 2015

Ashok Kumar Singh	...Petitioner
V/s.	
M/s.Neha Propinvest Pvt. Ltd.	...Respondent

Mr.Akhilesh Singh for the Petitioner.

Dr.Birendra Saraf with Mr.Rohan Sawant i/b Navdeep Vora & Associates for the Respondent.

CORAM : R.D. DHANUKA, J.
DATE : 15TH SEPTEMBER, 2015.

P.C. :-

1. Dr.Saraf, learned counsel appearing for the respondent raises the issue of maintainability of this petition on the ground that the order passed by the learned arbitrator under sections 32(2)(c) and 38(2) of the Arbitration & Conciliation Act, 1996 (for short "Arbitration Act") is not an award and thus this petition filed under section 34 of the Arbitration Act is not maintainable. He placed reliance on the judgment of the Supreme Court in case of **Lalitkumar V. Sanghavi & Anr. vs. Dharamdas V. Sanghavi & Ors. (2014) 7 SCC 255.**
2. It has been held by the Supreme Court in **Lalitkumar V. Sanghavi & Anr.** (supra) that by virtue of section 32(3) of the

Arbitration & Conciliation Act, 1996 on the termination of the arbitral proceedings, the mandate of the arbitral tribunal also comes to an end. It is held that having regard to the scheme of the Act and more particularly on a cumulative reading of sections 32 and 14 of the Arbitration Act, the question whether the mandate of the learned arbitrator stood legally terminated or not, will be examined by the Court as provided under section 14(2) of the Arbitration Act. In my view, the present proceedings under section 34 of the Arbitration Act are thus not maintainable for impugning the order passed by the learned arbitrator under section 32(2)(c). In my view, the said decision is not an award and thus this petition under section 34 of the Arbitration Act is not maintainable. I am respectfully bound by the judgment of the Supreme Court in the case of **Lalitkumar V. Sanghavi & Anr.** (supra).

3. The petition is dismissed as not maintainable. No order as to costs.

(R.D. DHANUKA, J.)

“Certified to be true and correct copy of original signed order.”