

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT:

THE HONOURABLE MR.JUSTICE T.R.RAMACHANDRAN NAIR

&

THE HONOURABLE SMT. JUSTICE P.V.ASHA

TUESDAY, THE 4TH DAY OF AUGUST 2015/13TH SRAVANA, 1937

RP.No. 493 of 2015 () IN CO.53/2014

AGAINST THE ORDER/JUDGMENT IN CO 53/2014 of HIGH COURT OF KERALA DATED
25-03-2015
REVIEW PETITIONER(S)/CROSS OBJECTOR:

M/S.SARAVANA CONSTRUCTION PVT.LTD.
REPRESENTED BY MANGING DIRECTOR
L. SAMBASIVA REDDHY, NO. 155B, 4TH MAIN DEFENCE COLONY
BANGLORE- 560 088

BY ADV. SRI.MEIJO KURIAN PUVATHINGAL

RESPONDENT(S):rRESPONDENT

UNION OF INDIA,
REPRESENTED BY CHIEF ENGINEER, NAVAC, EZHIMALA
KOCHI, NOW UNDER THE CHIEF ENGINEER (NW), KATARI BAGH
NAVAL BASE, KOCHI

R1 BY ADV. SRI.P.K.RAMKUMAR, CGC
R BY SRI.S.KRISHNAMOORTHY, CGC

THIS REVIEW PETITION HAVING BEEN FINALLY HEARD ON 04-08-2015,
THE COURT ON THE SAME DAY PASSED THE FOLLOWING:

**T.R. RAMACHANDRAN NAIR &
P.V. ASHA, JJ.**

**R.P.No.493/2015 in CO No.53/2014 in
Arb.A.No.2/2014**

Dated this the 4th day of August, 2015

ORDER

Ramachandran Nair, J.

The review petitioner is the cross objector in Arb. Appeal No.2/2014. We heard learned counsel on both sides.

2. In the review petition the plea raised is by relying upon the judgment of the Apex Court in **Hyder Consulting (UK) Limited v. Governor, State of Orissa through Chief Engineer** {(2015) 2 SCC 189}. The apparent contention raised is that the word “sum” used in Section 31(7) (a) & (b) of the Arbitration and Conciliation Act, 1996 refers to aggregate of amounts that may be directed to be paid by the Arbitral Tribunal and not merely “principal sum adjudged without interest.”

3. The issue that was considered by this Court in the appeal and cross objection will show that the review petitioner herein had not

raised any such contention before this Court. What we find from the judgment of the learned District Judge is that the main contention with regard to the interest portion of the award was in respect of the rate of future interest. The future interest was awarded at 9%. The learned District Judge set aside the stipulation in the award that the award amount shall carry interest at 18%, if remained unpaid after expiry of three months and held that the award amount shall carry interest at 9% till realisation. In the cross objection the contention raised was that the grant of 18% interest in default of payment within three months, should be restored.

4. We have considered the rival submissions and the judgment of the learned District Judge and held that the view taken by the learned District Judge does not require any interference.

5. In that view of the matter, the point raised herein does not form part of the pleas raised before the District Court and was not a matter on which this Court's attention was invited and it was not part of the ground raised in the cross objection by the review petitioner also.

The judgment of the Apex Court relied upon by the learned counsel for the review petitioner, came to the notice of the parties only later. But according to us, there is no apparent error in the judgment and the review petition is dismissed. No costs.

(T.R. RAMACHANDRAN NAIR, JUDGE.)

(P.V. ASHA, JUDGE.)

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