

**IN THE COURT OF PUNJAB AND HARYANA HIGH COURT AT
CHANDIGARH**

-:-

**FAO No. 1968 of 2005 (O&M)
Date of Decision: 10.12.2015.**

UHBVN Ltd.

.....Appellant

Versus

M/s M.N.Conductor Pvt. Ltd. & Anr.

.....Respondents

CORAM: HON'BLE MR. JUSTICE AMIT RAWAL.

Present:- Mr. Mukul Aggarwal, Advocate, for the appellant.

Mr. P.S.Rana, Advocate, for respondent No.1.

AMIT RAWAL, J

Challenge in the present appeal is to the order dated 17.04.2004, whereby the objections filed on behalf of the appellant under Section 34 of the Arbitration and Conciliation Act, 1996, for setting aside the award dated 20.12.2001 has been dismissed.

Mr. Mukul Aggarwal, learned counsel appearing on behalf of the appellant submits that Arbitrator as well as an objecting Court has taken the date of purchase as 30.10.1996 whereas it is 08.05.1996. The contractor did not supply the material within time. Thus, award was wrongly passed in favour of the contractor.

Mr. P.S.Rana, learned counsel appearing on behalf of the contractor submits that vide letter dated 03.10.1996, the appellant called upon the contractor to supply the material. In this regard many letters were

written to the UHBVN, but they did not reply which entailed into dispute.

I have heard learned counsel for the parties and appraised the paper book.

Once the appellant vide his own letter dated 03.10.1996 called upon the contractor to supply the material, time line fixed in the contract automatically extended. The appellant could not have refused to accept the material, which was offered by the contractor after the receipt of aforementioned letter. All the correspondence, written by the contractor has been proved on record before the Arbitrator and Arbitrator after taking notice of the same rightly passed the award.

It is now a settled law that as to under what circumstances the award has to be interfered with. The question which has now been raised in the aforementioned appeal has already been answered by the Hon'ble Supreme Court in catena of judgments wherein it has been laid down that until and unless the award suffers from illegality as statutorily prescribed under Section 31 (3) of the Act, the same cannot be interfered with. In this context I intend to refer the judgments of Hon'ble Supreme Court in **Associate Builders Vs. Delhi Development Authority (2015) 3 SCC 49** and **Navodaya Mass Entertainment Ltd. Vs. J. M. Combines (2015) 5 SCC 698**. In the aforementioned judgment the Hon'ble Supreme Court had culled out the ratio decidendi by holding that until and unless there is error apparent on the face of record or the arbitrator has not followed statutory legal position, it is only in these circumstances it would be justified interfering with the award. The High Court should not act as a Court of

appeal and reappraise the material/evidence and embarked on a path by substitution in its ownview. The arbitrator has dealt with the dispute which was contemplated and was within the scope of it.

In my view the award of the Arbitrator does not suffer from any illegality, in as much as, the Arbitrator who is expert has dealt with the matter and decided the claim of respective claimants to the parties to the *lis*.

It is now a settled law that the Arbitrator is the sole judge of quality and quantity of the evidence before him and decide on the basis of the available evidence.

In my view, no error of law arise from the award as well as order impugned. The award is perfect and justified.

There is no merit in the aforementioned appeal.

The appeal is accordingly dismissed.

December 10, 2015
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(AMIT RAWAL)
JUDGE