

In the High Court of Punjab and Haryana, at Chandigarh

F.A.O. No. 4712 of 2009 (O&M)

Date of Decision: 23.12.2015

State of Haryana

... Appellant

Versus

Ved Parkash Mehta Contractor

... Respondents

CORAM: Hon'ble Mr. Justice Amit Rawal.

1. Whether reporters of local newspapers may be allowed to see judgment?
2. To be referred to reporters or not?
3. Whether the judgment should be reported in the Digest?

Present: Mr. Vishal Garg, Additional Advocate General, Haryana for appellant.

Mr. Sumit Gupta, Advocate
for the respondent.

Amit Rawal, J.(Oral)

The State of Haryana is in appeal under Section 37 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as "the Act") against the impugned order dated 11.2.2009 passed by the learned Additional District Judge, Narnaul, whereby the objections filed under Section 34 of the Act for setting aside the award dated 25.8.2006 has been dismissed.

Mr. Vishal Garg, learned counsel appearing for the appellant-State submits that the only ground which has been raised for adjudication of the present appeal is that the Arbitrator, much less the

Objecting Court had not taken into consideration the Clause 25-A(7) of the Contract agreement which envisaged that a sum of ₹ 92,756/- was required to be deposited by the claimant/contractor. The reasoning assigned by the Objecting Court is contrary to the terms & conditions of the contract and therefore, the objections were within the parameters of Section 34 of the Act.

Mr. Sumit Gupta, learned counsel appearing for the respondent submits that as per the terms & conditions of the contract, which has been handed over during the course of hearing, there is no Clause 25-A(7) of the contract. Thus, the ground raised in the present appeal as well as in the petition filed before the Objecting Court was only misconceived, much less not maintainable and the State of Haryana has been able to obtain the stay of the execution of the award for almost six years and thus, prays that the appeal be dismissed by imposing exemplary costs.

I have heard learned counsel for the parties, perused the paper-book and also seen the original terms & conditions of the contract and I am of the view that there is no such clause which is being heavily relied upon by learned counsel for the appellant. In the absence of the Clause and in my view, the objections could not have been said to be within the parameters of Section 34 of the Act and therefore, the Objecting Court has rightly dismissed the objections.

The present appeal has been filed solely on the ground that the Arbitrator has not referred to the aforementioned clause which is not in existence.

Keeping in view the aforementioned facts and circumstances of the case, I do not find any illegality and perversity in the order under challenge. The appeal is wholly misconceived and accordingly, the same is hereby dismissed.

(Amit Rawal)
Judge

December 23, 2015

"DK"