

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

Judgment reserved on February 24, 2015

Judgment delivered on March 02, 2015

+ **O.M.P. 704/2012**

R.K.SILK MILLS (INDIA) LIMITED Petitioner
Through Mr.Gaurav Duggal, Advocate
with Mr.Shyam, Mr.Sanjeev
Baliyan, Advocates

versus

MCD AND ANR. Respondent
Through Ms.Mini Pushkarna, Standing
Counsel with Mr.Yoothica,
Advocate

CORAM:

HON'BLE MR. JUSTICE V.KAMESWAR RAO

V.KAMESWAR RAO, J.

1. The challenge in this petition is to the award dated April 7, 2012 passed by the Sole Arbitrator, whereby the learned Sole Arbitrator has rejected the claims of the petitioner and allowed three counter claims of the respondents herein.

The facts:

2. The petitioner had submitted a tender in response to Notice Inviting Tender (NIT) dated December 23, 2004 issued by the respondent No. 1 corporation for the supply of 24,44,630.8 meters of Polyester Cotton Blend Shirting for uniforms of children studying in

MCD schools. The bid of the petitioner was found to be lowest i.e. at Rs. 26.10 per meter and was found equivalent to an offer of M/s. Vineet Cotex (P) Ltd. The respondents accordingly awarded the contract to the petitioner for supply of 12,22,315.40 meters of cloth. A formal agreement was signed between the parties on February 23, 2005.

3. On acceptance of the offer of the petitioner and in terms of the contract agreement, the petitioner was required to supply the total quantity of 12,22,315.40 meters of Polyester Cotton Blend Shirting cloth within 60 days from the date of placing the order viz. February 23, 2005. The petitioner deposited the security amount of Rs. 15,95,122/- consisting of FDR of Rs.1,28,344/- and a bank draft of Rs. 14,66,778/- with the respondents.

4. The petitioner, in total, supplied 4,03,356.70 meters of cloth within the prescribed limit of 60 days. The first two consignments which were delivered on March 29, 2005 and April 2, 2005, were inspected and samples were lifted by a Committee of senior officers of the MCD. The samples were sent for testing to two government laboratories viz. Quality Marketing Centre, Panipat, and Punjab Test House, Ludhiana, who had reported that the samples submitted for testing were found to fulfil the specifications laid down in the tendered document.

5. On April 13, 2005, a raid was conducted on the MCD stores by the

CBI. The CBI lifted the samples of cloth and sealed them as per the prescribed procedure and sent them for testing to Indian Institute of Technology (IIT), Delhi and Textile Committee, Mumbai. As the payment had not been released to the petitioner, the petitioner addressed a letter dated June 6, 2005 to the respondents requesting release of payment against the goods supplied, otherwise, they would be left with no alternative, but to dispose of the stock in the open market.

6. The test reports from IIT, Delhi and Textile Committee, Mumbai showed that the samples did not meet all the laid down specifications. The MCD thereafter sent the samples to a third laboratory namely Shri Ram Institute for Industrial Research, Delhi, which confirmed the findings of IIT, Delhi and Textile Committee, Mumbai. Thereafter, the respondent rejected the cloth supplied by the petitioner.

7. The respondents vide letter dated October 24, 2005, informed the petitioner that the cloth supplied by it had failed to meet the required BIS specifications and that they should take back the cloth supplied i.e. 4,03,356.70 meters of cloth lying at the Central Education Store, Karol Bagh within 10 days. The petitioner sent a reply on November 3, 2005, stating that the inspection of the first two lots were carried out in their presence. According to the petitioner, the cloth was supplied as per desired specifications, and there could be some deviations in few

quantities as the supply period was short. They requested the respondents to identify the defective lot so that the same could be replaced. The respondents reiterated their earlier stand in their letter dated December 20, 2005, directing the petitioner to lift the supply already made on or before January 6, 2006, failing which, the petitioner shall be required to pay rental charges and the MCD would be free to auction the material without notice.

8. In reply, the petitioner wrote on January 3, 2006, requesting to be informed about the rejected stock so that they could make an arrangement for lifting the rejected stock. The petitioner also stated that it is not left with any option but to lift the supplies already made with a view to minimize the losses by selling the stock in the local market.

9. The petitioner in its letter dated June 14, 2006 addressed to the Commissioner, MCD stated that the respondents have no right to auction the stocks; they are still open to lift the stock and offering fresh stock in lieu thereof as per the terms and conditions of the agreement. Finally, the petitioner vide its letter dated April 27, 2007, invoked the arbitration clause.

Claims:

10. Five claims in total were made by the petitioner and seven counter claims were made by the respondents before the learned Arbitrator.

11. Claim No. 1 was a claim for Rs. 1,05,27,610/- towards cost of 4,03,356.70 of meters of shirting cloth supplied to the MCD. Claim No. 2 was for Rs. 48,69,619/- as interest @ 15% p.a. on the amount under claim No. 1. Claim No. 3 of Rs. 15,95,122/- was towards refund of security deposit and Rs.7,17,804/- as interest thereon @ 15% p.a. from June 15, 2005 till the filing of the claim i.e. May 29, 2008. Claim No. 4 of Rs. 50,00,000/- was claimed as loss/damages suffered by the petitioner in manufacturing the balance quantity of cloth that was not accepted by the respondents. Claim No. 5 was towards pendente lite interest and future interest @ 15% of the amount claimed under Claim Nos. 1 to 4 as well as cost of litigation.

Counter claims:

12. Counter claim No. 1 of Rs. 10,08,000/- was towards 50% of the wages for 6 caretakers at three places @ Rs. 8000 per month for 42 months. This counter claim was rejected.

13. Counter claim No. 2 was for Rs. 10,20,000/-. This was claimed towards 50% of warehouse rental charges @ Rs. 20,000/- per month for three places for 42 months. This counter claim was accepted for Rs. 8,40,000/-

14. Counter claim No. 3 was for Rs. 95,70,730/- claimed towards compensation of wastage of man hours in distribution of money to the

children and for material and physical harassment to 9 lakh children for not getting uniform on time. This counter claim was rejected.

15. Counter claim No. 4 was for Rs. 15,95,344/- for forfeiture of security deposits in terms of clause 9 of the agreement on account of failure on the part of the petitioner to complete the supplies within 60 days. This counter claim was accepted and an amount of Rs. 15,95,344/- was directed to be forfeited.

16. Counter claim No. 5 was for Rs. 1 lakh towards litigation charges. This counter claim was allowed and as the petitioner has not paid arbitration fee of Rs. 86,250/-, the respondent was directed to pay the said amount and to recover the same from the petitioner.

17. Counter claim No. 6 was for Rs. 63,80,486/- towards compensation for non-fulfilling the public accountability towards State. This claim was rejected.

18. Counter claim No. 7 was for claim for pendente lite and future interest @ 18% p.a. Interest was granted @ 9% p.a. to the respondent on Rs.9,40,000/- from the date of filing of the claims i.e. May 29, 2008 till the date of realization.

19. The learned Arbitrator, against claim No. 1, had referred to the report of the two labs i.e. IIT, Delhi and Textile Committee, Mumbai and was of the view that the sub-standard material supplied was in violation

of the agreement and such violations could not be condoned by making adjustments and accommodating each other on a mutual basis. He was also of the view that the contention that the CBI had finally closed the case did not absolve the petitioner of the charge of supplying sub-standard material in violation of the conditions of the agreement. He had also held that the petitioner was further in breach of the contract as it did not supply the total quantity of cloth within the stipulated period.

20. In view of the rejection of claim No. 1, the claim No. 2 was also rejected.

21. On claim No. 3, learned Arbitrator was of the view that supply of sub-standard material was a clear case of breach of contract and the petitioner was not entitled to claim refund of security deposit. On claim No. 4, the learned Arbitrator was of the view, that no penalty or damages could be claimed unless it was proved, that some loss had been actually caused due to breach of the terms of the contract. The learned Arbitrator also observed that the petitioner was free to sell the balance stock and recover its investment once the petitioner was told that the cloth supplied by it had failed to meet the prescribed specifications. Claim No. 5 was rejected as the earlier claims were not allowed.

22. The claimant was asked to pay balance arbitration fee of Rs.86,250/-.

23. On counter claim No. 1, the learned Arbitrator had relied upon clause 10 of the contract agreement, in terms of which the petitioner was liable to pay rent if it failed to lift the rejected stock and according to him, as per clause 10, the respondent could claim only rental of the stores, in case the petitioner has failed to lift the stock, and not the wages, and hence rejected the claim.

24. On counter claim No. 2, Arbitrator relied upon clause 10 and directed the amount of Rs. 8,40,000/- to be paid, being the petitioner's share.

25. Counter claim No.3 was rejected on the ground that no such compensation was liable to be paid under the contract.

26. On counter claim No. 4, the learned Arbitrator, on a finding that the petitioner had failed to supply the complete quantity of uniform cloth within 60 days from the date of receipt of supply order, held the same to be in breach of Section 9 of the agreement and upheld the competency of the respondent to forfeit the said security deposit.

27. Counter claim No. 5 towards litigation charges was allowed and direction was given to MCD to pay the balance arbitration fee of Rs. 86,250/-.

28. Counter claim No. 6 was rejected. On Counter claim No. 7, interest was granted @ 9% p.a. to the respondent on Rs.9,40,000/- from

the date of filing the claims i.e. May 29, 2008 till the date of realization.

29. Mr.Gaurav Duggal, learned counsel appearing for the petitioner would submit that the learned Arbitrator has failed to consider the effect of clause 10 of the contract agreement. He has taken me through the clauses 8, 10 of the contract agreement to submit that in the eventuality, the material had not been lifted by the petitioner, the respondents were at liberty to auction the same to mitigate the loss, if any, suffered by them. That apart, he has drawn my attention to the various correspondence exchanged between the parties. He would state that it was the petitioner's consistent plea to allow it to lift the material, but, unfortunately, no permission was forthcoming. He would also state that the respondents had never positively responded to this request of the petitioner. He has also referred to the CBI's report dated March 13, 2006 to contend that when there is no culpability of the petitioner in the whole transaction, they could not have rejected the material. He would state that since it is a case of rejection and not cancellation of the contract, the petitioner was entitled to the claims as made by it before the learned Arbitrator. He would also contest the three counter claims allowed in favour of the respondents. He would rely upon the judgment of the Single Judge of this Court in *Arya Vart Overseas (P) Ltd. Vs. Kay Aar Biscuits (P) Ltd., 166 (2010) DLT 488* in support of his

contention that failure on the part of the respondents to mitigate the losses, disentitles the respondents from claiming compensation.

30. On the other hand, Ms. Mini Pushkarna, learned counsel appearing for the respondents would support the award. She has taken me through the contract and the lab reports as given by the IIT, Delhi and Textile Committee, Mumbai, so also the report of the Shri Ram Institute for Industrial Research to highlight that the reports earlier given at the labs at Patiala and Ludhiana were incorrect. The material was not meeting the specifications. According to her, non compliance of the specifications is a breach of contract and the respondents were within their right to forfeit the security deposits as well as claim the rental for storage, the litigation expenses and the interests on those amounts. She would state that after the supply of material by the petitioner, the same was not distributed for the benefit of the students. She would rely upon the following judgments including the one given by the learned Single Judge of this Court with regard to another contractor, wherein, this Court has set aside the award of the learned Arbitrator, in the case of ***Municipal Corporation of Delhi Vs. Mittal Processors Pvt. Ltd., OMP No. 369 of 2010*** decided on March 15, 2012. She would also state, the objections to the award does not fall within the scope of Section 34 of the Arbitration and Conciliation Act, 1996 and this Court would not like

to sit as an appellate court to re-appreciate the evidence and come to a different conclusion. She would also state that on an interpretation of the contract, if two views are possible, the one adopted by the learned Arbitrator need to be accepted and not disturbed. She also relied upon the judgment of the Supreme Court in the case of ***P.R. Shah, Shares and Stock Broker (P) Ltd. Vs. BHH Securities (P) Ltd. and Ors., AIR (2012) 1866, Rashtriya Ispat Nigam Ltd. Vs. Diwan Chand Ram Saran, AIR (2012) SC 2829*** and the judgment of this Court in OMP 246/2006, decided on May 31, 2006, ***G.E. Capital Transportation Financial Services Ltd. Vs. South Asian Enterprise Ld. And Ors., 130 (2006) DLT 500*** in support of the aforesaid proposition.

31. Having considered the aforesaid contentions, on an interpretation of clause 1, 2, 8 and 10 of the contract, which are reproduced hereunder, it is clear that the cloth had to meet the BIS specification No. IS:11248:1995 as amended/reaffirmed in November 1997 and it was open to the respondents to draw samples to get them tested from any lab decided by it and the final acceptance of the goods would only be after the same was approved in lab testing. In fact, clause 8 also stipulated that if the supply is not found as per specifications and visual examination, it was to be rejected:

“1. That M/S R.K. Silk Mills (India) Ltd., B-

17, Street No.9 & 10, Anand Parbat Industrial Area, New Delhi will supply 12,22,315.40 meters of Uniform Cloth for Polyester Cotton Blend Shirting (Sky Blue Colour) as per BIS Specifications No. IS:11815:1986 reaffirmed-1997) having width 90 cms + cm. @ Rs.26.10 per meter nett. of worth Rs.3,19,02,432/-.

2. The rates offered by the tendered in the Financial Rate Bid will be valid for two years from the date of opening of the Financial Bid.

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8. The second party will deliver the supply of material at Central Education Stores located at 22-B, Dev Nagar, Karol Bagh, New Delhi or any other prescribed building/Store. The inspection of supplies will be carried out at the Central Education Store or any other prescribed building for storage or at the Factory site by any inspection committee constituted by the Department. Samples drawn from the supplies shall be got tested by MCD from any lab decided by it and final acceptance of the goods shall be only after the same is approved in lab testing. The supply which is not found as per specification and visual examination will not be accepted and shall be marked suitably as rejected.

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10. Rejected material will be lifted by the second party at his own risk and cost within a period of two weeks from the date of receipt of communication from the department to the second party to this effect. If second party does not lift the rejected material within two weeks, the second party will have to pay the rent of the store which would be decided by the Director (Edn.). If the second party fails to lift the rejected material within four weeks, the Director (Edn.) has the right to auction the material without any notice to the second party and the amount so realised will be deposited in Municipal Treasury. The second party will have no right to claim any compensation/damages in this regard.”

32. On a perusal of clause 10, it is clear that the rejected material was to be taken back by the petitioner within two weeks from the date of receipt of communication and it was stipulated that, on failure to lift the rejected material within two weeks, the second party would have to pay the rent of the store to be decided by Director (Education). In the present case, on a complaint made to the CBI, the CBI had sent the samples for examination to the IIT, Delhi and Textile Committee, Mumbai. The testing results showed the cloth was not matching the

requisite specifications. To confirm the result of the IIT, Delhi and Textile Committee, Mumbai, the MCD of its own, had sent the cloth to a third institute namely Shri Ram Institute for Industrial Research, which confirmed the finding of the IIT, Delhi and Textile Committee, Mumbai. Hence, it can safely be concluded that the cloth did not meet the specifications. I may state here that the learned counsel for the petitioner conceded that he has not challenged the finding of the labs with regard to material not meeting the specifications under the contract. If that be so, the issue can be proceeded on a premise that the cloth did not meet the specifications. The effect of this is laid down in clause 10 as the cloth stands rejected and the petitioner was required to lift the material. Unfortunately, despite communications by the respondents, the consistent stand of the petitioner has been to replace the rejected material by a new material. Such stand of the petitioner is without any basis as the contract did not stipulate the replacement of the rejected material. I note for benefit the relevant finding of the learned Arbitrator in para 38 of the award, which reads as under:

“38. The claimant’s plea that they were willing to replace the defective material or that the material supplied subsequently should have been got tested from a Govt./Govt. approved laboratory is no ground to ignore the basic fact

that substandard material was supplied in violation of the Agreement and such violations cannot be condoned by making adjustments and accommodating each other on a mutual basis. The claimant's contention that the CBI had finally closed the case does not absolve the claimants of the charge of supplying substandard material in violation of the terms and conditions of the Agreement. The CBI had closed the case on the ground that there was no evidence warranting registration of a criminal case. The CBI had not opined that the claimants were not required to fulfil their contractual obligations under the Contract Agreement. The claimants were further in breach of the contract in as much as they did not supply the total quantity of cloth within the stipulated period and has supplied material which was not as per the prescribed specifications."

33. In view of the above, the submission of the learned counsel for the petitioner that the learned Arbitrator has not considered the effect of clause 10 is not correct. I agree with the conclusion arrived at by the learned Arbitrator and reject this submission of the learned counsel for the petitioner.

34. The aforesaid was also the basis for the learned Arbitrator to reject

the claim No. 1 of the petitioner. In view of the rejection of claim No. 1, claim No. 2 was also rightly rejected.

35. Insofar as the submission of the learned counsel for the petitioner that it is a case of the rejection of the material and not a cancellation of the contract and the respondents could not have forfeited the security deposit, is concerned, suffice to state that the answer lies in clause 9 of the contract, which is reproduced as under:

“9. The second party shall complete the supply of Uniform Cloth for Polyester Cotton Shirting (Sky Blue Clour) within 60 days from the date of issue of supply order as per schedule prescribed by Director (Edn.) failing which the security amount including performance security shall be forfeited. If the second party fails to supply the material, the item will be purchased from the open market at the risk and cost of the second party”.

36. The perusal of the aforesaid would show that on the failure of the party to supply the cloth within 60 days from the date of issue of supply order, the security amount including the performance security shall be forfeited. The effect of rejection of the cloth would amount to failure on the part of the petitioner to supply the material within the period prescribed and the learned Arbitrator was right in permitting the

respondents to forfeit the amount. The relevant finding on clause 9 under counter claim No. 4 is reproduced as under:

“63. Clause 9 of the Agreement reads, “The second party shall complete the supply of Uniform Cloth for Polyester Cotton Blend Shirting (Sky Blue Colour) within 60 days from the date of issue of supply order as per schedule prescribed by Director (Ed.) failing which the security amount including performance security shall be forfeited. If the second part fails to supply the material, the item will be purchased from the open market at the risk and cost of the second party”. The supply order was placed on the claimants on 23.02.2005 and they were required to supply the entire quantity of 12,22,315.40 meters of cloth within 60 days i.e. by 23.04.2005. The claimants commenced the supplies with effect from 29.03.2005 and supplied a total quantity of only 4,03,356.70 meters of cloth by 20.04.2005. It was only on 27.04.2005 that the claimants addressed a letter to the Director (Education), MCD stating that they had already supplied 37.50% of the ordered quantity and the balance supplies were ready. This clearly establishes that the claimants had failed to supply the complete quantity of uniform cloth within 60 days from

the date of receipt of the supply order and were, thus, clearly in breach of Clause 9 of the Agreement. The respondent is, therefore, entitled to forfeit the security amount of Rs.15,95,344/-.”

37. I note, for benefit, the finding of the learned Arbitrator in para 43 and 44 under claim No. 3, whereby he rejected the claim of the petitioner towards refund of security deposits and interest thereon. The said paras are reproduced as under:

“43. This claim has to be considered in terms of Clause 9 of the Agreement which lays down “the second party shall complete the supply of uniform cloth for Polyester Cotton Blend Shirting (Sky Blue Colour) within 60 days from the date of issue of supply order as per schedule prescribed by the Director of Education, failing which, the security amount including performance security shall be forfeited”. In the supply order issued on 23.02.2005, it was clearly stated that the period of supply shall be 60 days and the date of completion of supply was 23.4.2005.

44. Till 20.4.2005, the claimants had supplied a total quantity of 4,03,356.70 meters of cloth against the stipulated quantity of 12,22,315.40 meters. The claimants wrote a letter to the

respondent only on 27.4.2005 stating that the balance quantity of cloth was ready for delivery but alleged that no space was available to receive the balance quantity of cloth. It was further stated that the condition of the stores was not proper and that the goods were getting damages. It is seen that the claimants started complaining about lack of space and dilapidated conditions of the stores only after the CBI raids. It is evident from the documents on record that in terms of Clause 9 of the Agreement, the claimants failed to deliver the total quantity of cloth within the stipulated time of 60 days which limit expired on 23.4.2005. The claimants sent a communication to the respondent only on 27.04.2005 informing that the balance quantity of cloth was ready for delivery but at the same time raising doubts as to whether the respondent's stores were in a fit condition to receive the supplies. The claimants have tried to advance lame excuses for not supplying the full quantity of cloth by stating that either the space for stacking the cloth was not available in the respondent's stores or the stores were in a dilapidated condition. The claimants had not expressed any doubt about the suitability of the stores for receiving goods

while delivering the initial stock from which samples were lifted and sent to the two Labs, testing. Surely, no such excuses would have been advanced by the claimants if based on the favourable test reports of the two Govt. Labs, further supplies had been accepted. It is a clear case of breach of contract by the claimants and the claimants are, therefore, not entitled to claim refund of security deposit.”

38. Insofar as the submission of the learned counsel for the petitioner that it, without prejudice, was ready to take back the material and sell the same in the market and give the amount so received to the respondents, is concerned, it is conceded by him that no such plea was raised by the petitioner before the learned Arbitrator. The objections are confined to the award of the learned Arbitrator. I do not say anything further on this.

39. Insofar as the reliance placed by Mr.Gaurav Duggal on the judgment of this Court in the case of *Arya Vart Overseas (P) Ltd.* (*supra*) is concerned, the same is not applicable to the facts of this case inasmuch as the claim in that case was for damages, whereas, no damages have been awarded by the learned Arbitrator in the present case. Hence, no question arises for the respondents to take steps to mitigate the damages i.e. loss of profit.

40. The learned Arbitrator has also granted rental charges on the

premise that despite being called upon to lift the material, the petitioner has failed to do so and also interest @ 9 % p.a., with which I agree.

41. I note for benefit the relevant observations in paragraphs 21 to 23, and 34 in the order of the learned Single Judge in *Mittal Processors Pvt. Ltd. (supra)*, which are reproduced as under:

21. The above clauses make it clear that the cloth had to conform to the BIS Specification No. IS:11248:1995 as amended in November 1997. A reading of Clause 8 of the contract shows that it was open to the MCD to get the samples tested "from any lab decided by it". While it is correct that the final acceptance of the goods was to be "only" after it was approved in lab testing, there is nothing in Clause 8 which indicates that the testing can be done only once. There is no prohibition in Clause 8 against MCD getting further samples tested if it was found that the labs to which the samples were initially sent were not equipped to conduct such testing or that the test report of another lab showed that the samples did not meet the BIS specifications. The fact that in subsequent NITs the MCD, for greater clarity, inserted a clause permitting it to have the re-testing done notwithstanding that the test results of the labs to which the samples were initially sent had approved the samples does not mean that under Clause 8 of the contract agreement in the

present case MCD was precluded from getting the samples re-tested. In the present case, MCD could have sent the samples for further testing. The reading of Clause 8 by the learned Arbitrator as restricting the testing of the samples "only once" is plainly erroneous and not consistent with the essential requirement of the contract agreement that the cloth supplied must conform to the BIS specifications.

The unreliability of the test reports of the three government labs

22. What is significant in the present case is the raid conducted by the CBI on 13th April 2005 which resulted in the CBI getting the samples tested from the laboratories at IIT, New Delhi and the Textiles Committee, Mumbai. But for the CBI raid, it is possible that the MCD may not have realised that the samples did not in fact conform to the BIS specifications. Since this was the central aspect of the entire supply contract, once the CBI told the MCD that the samples did not meet the specifications, MCD could not have overlooked this subsequent development and continued to accept the remaining stocks. MCD was justified in not only immediately thereafter suspending the acceptance of supplies but later in sending the samples to SRIIR Delhi for a further testing.

23. *Apart from a plainly erroneous interpretation of Clause 8 of the contract, the learned Arbitrator appears to have overlooked the overwhelming evidence brought on record to show that the earlier testing done in the three government laboratories was not at all acceptable from the point of view of the BIS standards. In other words they were not in conformity with the mandatory requirement of Clause 8 of lab testing prior to approval of the stocks supplied. The 'lab testing' under Clause 8 obviously meant not just any lab testing but testing in a lab which was capable of performing tests on the samples to determine if they met the BIS specifications.*

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34. *The impugned Award consequently proceeded to erroneously allow the individual claims of the Respondent, when in fact it was not entitled to any of them. Those claims were premised on the Respondent having supplied cloth in conformity with BIS specifications. It was also premised on an erroneous interpretation of Clause 8 of the contract. These are absolutely glaring defects which vitiate the entire Award. This in turn led the learned Arbitrator to allow the claims of the Respondent which clearly were inadmissible. Likewise the learned Arbitrator erred in rejecting the counter claims of the MCD”.*

42. Suffice to state, this Court cannot sit as an Appellate Court on the findings of the learned Arbitrator. I do not find any merit in the petition. The same is dismissed.

No costs.

(V.KAMESWAR RAO)
JUDGE

MARCH 02, 2015
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