

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 11.08.2016

CORAM:

THE HONOURABLE MR.JUSTICE A.SELVAM
and
THE HONOURABLE MR.JUSTICE P.KALAIYARASAN

O.S.A.No.220 of 2014

The Board of Trustees of
Chennai Port Trust,
Rep. by its Chairman,
Raaji Salai,
Chennai - 600 001. ... Appellant
Vs.

1. M/s. South India Hydrocarbons
and Terminals Limited
No.3 (Old No.9), 4th Main Road Extension,
Kottur Gardens,
Chennai - 600 085.
2. Hon'ble Mr.Justice P.Shanmugam
Former Judge Madras High Court,
No.288 B TTK Road,
Chennai - 600 018.
3. Hon'ble Mr.Justice K.P.Sivasubramanian
Former Judge, Madras High Court,
No.46, Pulla Avenue,
Shenoy Nagar,
Chennai - 600 030.
4. Hon'ble Mr.Justice A.K.Rajan
Former Judge, Madras High Court,
5 (S 79), 16th Street, Anna Nagar,
Chennai - 600 040. ... Respondents

Original Side Appeal under Order XXXVI Rule 9 of Original
Side Rules read with Section 37 of the Arbitration and
Conciliation Act, 1996, to set aside the order, dated
11.01.2012 passed by this Court in O.P.No.457 of 2009.

(Cause title amended vide
order of Court, dated 06.03.2015
made in M.P.No.1 of 2014)

For appellant : Mr.R.Karthikeyan

For respondents : Mr.E.OM Prakash
for M/s. Ramalingam Associates for R1.

R2 to R4 - Arbitrators

J U D G M E N T

(Judgment of the Court was delivered by
P.KALAIYARASAN, J)

This Original Side Appeal is directed against the order of the learned single Judge of this Court, dated 11.01.2012 passed in O.P.No.457 of 2009, under Section 37 of the Arbitration and Conciliation Act, 1996.

2. The facts leading to this appeal in brief are as follows :

(i) The Government of India by Kerosene (Restriction on use and fixation of ceiling price) Order, 1993, introduced the parallel marketing system in respect of imported kerosene and furnace oil. The Chennai Port Trust (herein after referred to as "CPT"), the appellant herein called for tender by notification, dated 17.05.1995 for lease of about six acres of land inside the port area for creation of tankage facilities for storage of kerosene and furnace oil to be handled under the parallel marketing arrangement. The appellant, Port Trust approved the first respondent, namely M/s. South India Hydrocarbon and Terminals Ltd., as the successful tenderer, subject to certain conditions by their communication, dated 19.08.1995. The first respondent was called upon to enter into an agreement by the appellant's letter, dated 15.02.1997 and an agreement of lease, dated 05.01.2000 was entered into between the appellant and the first respondent.

(ii) Differences arose between the parties in reference to the claim of lease amount, "minimum guarantee throughput" and the usage of tanking facility to be created leading to the cancellation of agreement by CPT by communication, dated 28.05.2001. The Arbitration clause in the agreement between the parties was invoked for resolving the differences. The Arbitral Tribunal passed an award, dated 09.08.2002 holding that cancellation of the agreement, dated 05.01.2000 was not justified and therefore, the termination is unsustainable. The Tribunal further directed the Port Trust to issue a fresh demand on the basis of Rs.20/- per sq.m to the first respondent herein to pay the same within reasonable time and to hand over possession. It was also made

clear that in default in such payment, the termination will be held proper. It was further declared that the lease rent is only Rs.20/- sq.m per month.

(iii) As far as three other prayers, namely (i) condition that area allotted / storage tanks are to be used for storage of kerosene and furnace oil only in Article III(e)(2) and e(26) be deleted; (ii) Article III(e)(2) and e(26) to be substituted by "wherever any land has been given for tank farm, any form of liquid cargo may be permitted to be handled in such tank farm, either after modification of the tanks or without modifications as the case may be subject to feasibility of handling such product in the port" and (iii) conditions under Articles III(e)(4) that only consignments directly in the name of Lessee shall be stored be deleted, the Tribunal directed both the parties to settle the issues by negotiation. For one another prayer, the Tribunal directed to delete guaranteed productivity minimum guarantee throughput in Article IV, subject to condition that the said clause be kept under suspended animation for one year and then be reviewed among the parties.

(iv) Following the directions in the above said Award passed by the previous Arbitral Tribunal on 09.08.2002, both the parties negotiated the matter but failed to reach any settlement. Therefore, the first respondent invoked the Arbitration clause on 08.08.2006 and this Court, by order, dated 08.09.2006 in O.A.No.654 of 2006, directed the Arbitration Proceedings be commenced and completed. Thus, with respect to the three subjects which failed in negotiation along with other issues came before the Arbitral Tribunal consisting of three Retired Judges of this Court, as per the order of this Court.

(v) According to the first respondent, as per the Award, a sum of Rs.1,63,52,000/- as claimed by the CPT was paid by the first respondent on 22.10.2002, but CPT without handing over the possession of the land, issued a letter, dated 07.03.2003, raising the issues, which had already been adjudicated upon by the Arbitral Tribunal. For that reply notice was sent on 17.03.2003 calling upon CPT to implement the Award and also moved this Court with W.P.No.9839 of 2003. Against the orders of the writ petition, W.A.No.1720 of 2003 was preferred by the first respondent and obtained stay of the order. Pending the writ appeal, settlement talks commenced between the parties and compromise was entered. Pursuant to the compromise arrived at, the first respondent withdrew the writ appeal.

(vi) The first respondent was put in possession of the

to CPT to permit them to start the work on the basis of the NOC granted by the Tamil Nadu Pollution Control Board and pending consideration of the issue of Explosives Certificate, Environment Clearance Certificate by the other authorities. The CPT negatived their request issued the termination notice, dated 18.03.2005. As against that notice, the first respondent filed W.P.No.11951 of 2005 before this Court and obtained interim order of stay, dated 11.04.2005. Pursuant to the notification of Arbitration proceedings, the above writ petition was withdrawn, so as to put an end to multiplicity of proceedings.

(vii) The reliefs sought for by the first respondent in the impugned Arbitral Proceedings are (a) to declare that the termination notice, dated 18.03.2005 is illegal; (b) to direct the appellant to permit the first respondent to complete the construction and to commence its activities as contemplated under the contract, dated 05.01.2000; (c) to declare that the relationship between the parties is only of lessor and lessee and not that of licensor and licensee; (d) to declare that the act of the respondent in claiming license fee from the first respondent is arbitrary and opposed to all canons of law and equity; (e) to direct the appellant to pay to the first respondent a sum of Rupees Two Crores as damages for breach of the contract and also three prayers already made before the previous Arbitral Tribunal and left it to the parties for negotiation.

(viii) The stand of the appellant / CPT before the Arbitral Tribunal was that the claim raised by the first respondent / claimant in the second claim statement are hit by the principles of Res Judicata and therefore, the second claim is legally barred. The demand of license fee and other charges by the CPT are in consonance with the agreement. Though a sum of Rs.1,63,52,000/- was remitted towards advance charges, subsequent arrears amounting to Rs.2,00,53,305/- payable as per Article III (c) and (e) (6) of the Agreement up to August 2007 had not been paid. The Chennai Port Trust was honouring the Award, dated 09.08.2002 in letter and spirit, when the first respondent was initiating legal proceedings one after another by furnishing wrong facts. The land was handed over on 08.08.2003 and the agreement, dated 05.01.2000 came into effect only thereafter. The total land was in possession and enjoyment of the first respondent from 18.08.2003 and the layout modification was minimal. The first respondent did not make any arrangements for obtaining mandatory-statutory approvals / clearance, as per the agreement conditions.

(ix) In so far as claim of damages made by the first respondent, they are fanciful and on the other hand, it is

Rs.2,00,53,305/- as damages. Deletion of Article III (e) (26) cannot be done, since even as per the tender notification and as per the agreement, the appellant-CPT informed that the tanks shall be used for storage of kerosene and furnace oil only. Seeking variation of that clause would amount to rewriting the terms of the agreement itself, which is not permissible. The claim for deletion of Article III(e) (2) under the Minimum Guarantee Throughput also cannot be done, since the deletion would result in substantially affecting or altering the commercial basis of the agreement.

(x) The Arbitral Tribunal framed 15 issues and after analysing both the oral and documentary evidence of both sides, passed the following Award :

- "1. The plea of resjudicate cannot be sustained;
2. The relationship between the Port Trust and the first respondent / claimant can only be that of Lessor and Lessee and not that of Licensor and Licensee;
3. There were negotiations and considerations after the award, but the negotiation failed;
4. The issue relating to third party cargo does not arise for consideration;
5. The prayer of the first respondent / claimant seeking for declaration that the restriction under Article III (e) (26) of the Contract, dated 05.01.2000 restricting the contract to kerosene and furnace oil only stands relaxed and that the first respondent would be at liberty to use the demised area for handling any liquid fuel is to be allowed;
6. On the Minimum Guarantee Throughput, the order found that the first respondent's request and the matter could be reviewed after a reasonable period of time mutually settled by the parties and there is no need to go into the question now;
7. Excepting the Custodial Regulation Certificate, all other certificates were obtained within one year;
8. The notice, dated 18.03.2005 cannot be sustained;
9. The guaranteed productivity question would arise after one year from the commencement of operation and therefore, it is premature to consider the question now;
10. There is no material to substantiate any claims under the heads "Changes" and therefore, it is disallowed;
11. Counter claims cannot be sustained; and

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respective costs."

(xi) Against the Arbitral Award, Chennai Port Trust, the appellant herein preferred O.P.No.457 of 2009. The learned single Judge, after considering the divergent contentions of both sides, dismissed the Original Petition. Aggrieved by the order of the learned single Judge, the Chennai Port Trust, has come forward with this present appeal.

3. The learned counsel appearing for the appellant contends that the Doctrine of Res adjudicata, more particularly, constructive res judicata squarely applies to this case; that remedy for failure of negotiation, as per Clause 2(d) of the agreement is cancellation of the agreement. The Arbitral Tribunal as well as the learned single Judge directed the appellant to over ride the agreement. None of the parties neither violate nor alter agreement conditions, which is against the public policy and therefore, the Award is liable to be set aside.

4. The learned counsel appearing for the first respondent per contra contends that three reliefs asked for before the previous Arbitral Tribunal were not decided and the same were left open to the parties to negotiate and therefore, question of res judicata does not come in. It is further contended that CPC is not applicable to the Arbitral Proceedings. The Arbitral Tribunal, only after analysing both oral as well as documentary evidence and also the legal aspects passed the award and the same has also been rightly confirmed by the learned single Judge and it does not require any interference. The learned counsel for the respondent further contended that dispute was referred to the Arbitrators by this Court, as per the clause in the agreement and therefore, the contention of the appellant that remedy for failure of negotiation lies only with the cancellation of the agreement is not sustainable.

5. The jurisdiction of the Court to decide an Arbitral Award is limited to grounds set out in Section 34 of Arbitration and Conciliation Act, 1996. The Hon'ble Supreme Court in ONGC Ltd., v. Western Geco International Ltd., reported in (2014) 9 SCC 263 has held as follows :

"32. We may at this stage deal with the contention urged on behalf of the respondent that the jurisdiction of the Court to set aside an arbitral award being limited to grounds set out in Section 34 of the Arbitration and Conciliation Act, 1996, this Court ought not to interfere with the same. It was contended that none of the grounds on which a Court is authorised to interfere with an arbitral award

present in the case at hand. Alternatively,

it was contended that even if a contrary view is possible on the facts proved before the Arbitral Tribunal, the Court cannot, in the absence of any compelling reason, interfere with the view taken by the Arbitrators as if it was sitting in appeal over the award made by the Tribunal.

33. Section 34 of the Arbitration and Conciliation Act, 1996 reads :

"34. Application for setting aside arbitral award.- (1) Recourse to a Court against an arbitral award may be made only by an application for setting aside such award in accordance with sub-section (2) and sub-section (3).

(2) An arbitral award may be set aside by the Court only if---

(a) the party making the application furnishes proof that-

(i) a party was under some incapacity, or

(ii) the arbitration agreement is not valid under the law to which the parties have subjected it or, failing any indication thereon, under the law for the time being in force; or

(iii) the party making the application was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings or was otherwise unable to present his case; or

(iv) the arbitral award deals with a dispute not contemplated by or not falling within the terms of the submission to arbitration, or it contains decisions on matter beyond the scope of the submission to arbitration:

Provided that, if the decisions on matters submitted to arbitration can be separated from those not so submitted, only that part of the arbitral award which contains decisions on matters not submitted to arbitration may be set aside; or

(v) the composition of the arbitral tribunal or the arbitral procedure was not in accordance with the agreement of the parties, unless such agreement was in conflict with a provision of this Part from which the parties cannot derogate, or, failing such agreement, was not in accordance with this Part; or

(b) the Court finds that--

(i) the subject-matter of the dispute is not capable of settlement by arbitration under the

law for the time being in force, or

(ii) the arbitral award is in conflict with the public policy of India.

[Explanation 1.—For the avoidance of any doubt, it is clarified that an award is in conflict with the public policy of India, only if,—

(i) the making of the award was induced or affected by fraud or corruption or was in violation of section 75 or section 81

34. It is true that none of the grounds enumerated under Section 34(2)(a) were set up before the High Court to assail the arbitral award. What was all the same urged before the High Court and so also before us was that the award made by the arbitrators was in conflict with the "public policy of India" a ground recognised under Section 34(2)(b)(ii)(supra). The expression "Public Policy of India" fell for interpretation before this Court in ONGC Ltd. v. Saw Pipes

Ltd., (2003) 5 SCC 705 and was, after a comprehensive review of the case law on the subject, explained in para 31 of the decision in the following words: (SCC pp 727-28)

"31. Therefore, in our view, the phrase "public policy of India" used in Section 34 in context is required to be given a wider meaning. It can be stated that the concept of public policy connotes some matter which concerns public good and the public interest. What is for public good or in public interest or what would be injurious or harmful to the public good or public interest has varied from time to time. However, the award which is, on the face of it, patently in violation of statutory provisions cannot be said to be in public interest. Such award/judgment/decision is likely to adversely affect the administration of justice. Hence, in our view in addition to narrower meaning given to the term "public policy" in Renusagar case (Renusagar Power Co., Ltd., v. General Electric Co., 1994 Supp (1) 644), it is required to be held that the award could be set aside if it is patently illegal. The result would be — award could be set aside if it is contrary to:

(a) fundamental policy of Indian law; or

(b) the interest of India; or

(c) justice or morality, or

(d) in addition, if it is patently illegal.

Illegality must go to the root of the matter and if the illegality is of trivial nature it cannot

be held that award is against the public policy. Award could also be set aside if it is so unfair and unreasonable that it shocks the conscience of the court. Such award is opposed to public policy and is required to be adjudged void."

35. What then would constitute the 'Fundamental policy of Indian Law' is the question. The decision in ONGC (ONGC Ltd., v. Saw Pipes Ltd., (2003) 5 SCC 705) does not elaborate that aspect. Even so, the expression must, in our opinion, include all such fundamental principles as providing a basis for administration of justice and enforcement of law in this country. Without meaning to exhaustively enumerate the purport of the expression "Fundamental Policy of Indian Law", we may refer to three distinct and fundamental juristic principles that must necessarily be understood as a part and parcel of the Fundamental Policy of Indian law. The first and foremost is the principle that in every determination whether by a Court or other authority that affects the rights of a citizen or leads to any civil consequences, the Court or authority concerned is bound to adopt what is in legal parlance called a 'judicial approach' in the matter. The duty to adopt a judicial approach arises from the very nature of the power exercised by the Court or the authority does not have to be separately or additionally enjoined upon the fora concerned. What must be remembered is that the importance of Judicial approach in judicial and quasi judicial determination lies in the fact so long as the Court, Tribunal or the authority exercising powers that affect the rights or obligations of the parties before them shows fidelity to judicial approach, they cannot act in an arbitrary, capricious or whimsical manner. Judicial approach ensures that the authority acts bonafide and deals with the subject in a fair, reasonable and objective manner and that its decision is not actuated by any extraneous consideration. Judicial approach in that sense acts as a check against flaws and faults that can render the decision of a Court, Tribunal or Authority vulnerable to challenge.

38. Equally important and indeed fundamental to the policy of Indian law is the principle that a Court and so also a quasi-judicial authority

must, while determining the rights and obligations of parties before it, do so in accordance with the principles of natural justice. Besides the celebrated 'audi alteram partem' rule one of the facets of the principles of natural justice is that the Court/authority deciding the matter must apply its mind to the attendant facts and circumstances while taking a view one way or the other. Non-application of mind is a defect that is fatal to any adjudication. Application of mind is best demonstrated by disclosure of the mind and disclosure of mind is best done by recording reasons in support of the decision which the Court or authority is taking. The requirement that an adjudicatory authority must apply its mind is, in that view, so deeply embedded in our jurisprudence that it can be described as a fundamental policy of Indian Law.

39.No less important is the principle now recognised as a salutary juristic fundamental in administrative law that a decision which is perverse or so irrational that no reasonable person would have arrived at the same will not be sustained in a Court of law. Perversity or irrationality of decisions is tested on the touchstone of Wednesbury's principle of reasonableness. Decisions that fall short of the standards of reasonableness are open to challenge in a Court of law often in writ jurisdiction of the Superior courts but no less in statutory processes where ever the same are available."

6. Bearing the above citation in mind, let us analyse the divergent contentions of either side.

7. The learned counsel appearing for the appellant contends that most of the issues are already covered by the Award, dated 09.08.2002 and the question as to whether it is a lease or licence is hit by constructive res judicata. The learned counsel for the appellant placed reliance on the Supreme Court ruling in K.V.George v. Secy., water and power Deptt., reported in (1989) 4 SCC 595, as to the applicability of principles of res judicata to the Arbitral Proceedings. The above citation pertains to the old Act., i.e., Arbitration Act, 1940, wherein Section 41 of the Arbitration Act provides that the provision of Code of Civil Procedure will apply to the Arbitration Proceedings. But in the new Act, i.e., Arbitration and Conciliation Act, 1996, Section 19 provides that an Arbitral Tribunal shall not be bound by the Code of Civil

Procedure, 1908 or the Indian Evidence Act, 1872. Therefore, the above ruling is not applicable to the current scenario. However, even as per Section 11 of the Code of Civil Procedure, the matter directly and substantially in issue in the subsequent proceedings must have heard and finally decided in the earlier suit between the same parties before the competent jurisdictional Court.

8. In this case, the first respondent invoked Arbitration clause and went before the Arbitrators. The previous Arbitral Tribunal, while deciding certain issues left three prayers for negotiation between the parties. As far as these three prayers are concerned, it cannot be said that the previous Arbitral Tribunal had finally decided the issues. Without deciding those three prayers, the Tribunal merely left them open to the parties for negotiation.

9. Regarding constructive res judicata, it is contended that as to whether it is lease or license should have been adjudicated in the earlier Arbitration. Explanation 4 to Section 11 of the Code of Civil Procedure provides that any matter which might or ought to have been made a ground of defence or attack in a former proceeding will be deemed to have been a matter directly and subsequently in issue in that proceeding. It is also settled law that in every proceeding, the whole of the claim which a party is entitled to make should be made and where a party omits to sue in respect of any portion of the claim, he cannot afterwards sue for the portion so omitted.

10. In the Award, the Tribunal has clearly elicited how the contract was only for a lease and not a license from the inception of floating tender and raising it as an issue does not at all arise in any proceedings. The tender was floated for "lease of" 12 acres of land for creation of tankage facility for storage of import kerosene and for the purpose the land area was made available on "lease" basis. Notification, dated 17.05.1995 Annexure-II for an extent of land to about 6 acres also speaks about lease. The agreement, dated 05.01.2000 Annexure-A8 also speaks of lease. Under Article III (c) of the agreement, the lease rent has been fixed in the agreement, "lessor" and "lessee" have been used. Therefore, the Tribunal as well as the learned single Judge has rightly rejected the plea of the appellant as to the plea of res judicata.

11. Another main contention of the learned counsel for the appellant is that failure of negotiation gives the only remedy of cancellation of the agreement, as per Article 1 clause 1(d) of the agreement, dated 05.01.2000 and the appellant cannot be directed to over ride the agreement

through the impugned Award.

12. The dispute arose in certain aspects mainly because of the claim made by the first respondent in view of canalisation of kerosene and in pursuance of the Circular issued by the Government of India, dated 17.07.2001. This circular has been issued by the Government of India to Chairman of all major Port Trust. Paragraph 5 of the circular reads thus :

"5. Flexibility in land use :

It has been decided that : (i) wherever any land has been given for storage facility for dry bulk cargo, CFS/ICD may be permitted by the Port Trust on such land and vice-versa, subject to Lessee obtaining other necessary approvals, if any from the competent Authorities : (ii) on a covered space constructed for storage of some specified cargoes. Storage of any other cargo requiring similar covered space be permitted; (iii) wherever any land has been given for tank farm, any form of liquid cargo may be permitted to be handled in such tank farm, either after modification of the tanks or without modification as the case may be, subject to feasibility of handling such product in the port and Lessee obtaining at its own risk and cost required approvals / clearances from various authorities such as Chief Controller of Explosives, Ministry of Environment & Forests, Pollution Control Boards etc., and (iv) in a facility created for exports, imports may also be undertaken and vice-versa."

13. The Tribunal discussed in detail, including canalisation of kerosene and issuance of the above circular and thought fit to direct the parties to go for negotiation to modify or alter certain conditions in the agreement. As per the award passed by the previous Tribunal, the parties went for negotiation without any pre-conditions or restraints but negotiation failed.

14. When there is arbitration clause in the agreement, it is open to the claimant to invoke the arbitration clause. No doubt there is clause to amend or modify the conditions in the contract through negotiation. Article 1 -Definitions and Interpretations under Clause 1(d) of the Agreement reads thus :

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shall be or become illegal or invalid or unenforceable for good and sufficient reasons of any act of state or any statutory provision or by reason of any decision of any Court or other body or authority having jurisdiction over parties of the Agreement, such condition shall be deemed to be deleted from this Agreement, provided that if any such deletion substantially affects; or alters the commercial basis of this Agreement the parties shall negotiate in good faith to amend and modify the conditions of this Agreement as shall be necessary or desirable in the circumstances, failing which the agreement shall be liable for cancellation."

As per this clause, if any condition is deemed to be deleted due to any act of state and if such deletion substantially affects or alters the commercial basis of the agreement, the parties shall negotiate in good faith to amend or modify the conditions of the agreement, failing which the agreement shall be liable for cancellation.

15. In this case, as already pointed out, pursuant to the previous Award, the parties went for negotiation without any pre-condition or restrain but failed to arrive at a decision. Since negotiation has been made by the parties, it cannot be said that agreement itself shall be liable for cancellation, as per the above clause. Because of the Government's circular, the first respondent requested certain modification in condition, so as to utilise the space and tank for storage of similar product, which is permissible inside the port. Under the said circumstances, a settlement between the parties through negotiation to amend or modify the condition cannot be said impossible. However, negotiation failed. The dispute can very well be resolved as provided in the contract. Thus, it is left open to the parties to invoke Arbitration clause, as per the agreement.

16. The first respondent seeks variation of Article III (e) (26) in the agreement, to store in B & C liquid cargo on the plea that the kerosene is being canalised. As already discussed, in view of the Ministry circular, dated 17.07.2001, flexibility in land use in the port is permissible and therefore, the Tribunal after analysing the materials and the contract has correctly held that the amendment sought for is to be allowed.

17. So far as rent is concerned, the complete possession of the land was taken on 23.02.2004 and the first respondent is liable to pay the rent from that date. The Tribunal also

found that excepting Custodial Regulation Zone certificate, all other certificates were obtained within one year by the first respondent. The above findings are based on the actual facts and materials available before the learned Arbitrators.

18. With respect to validity of notice, dated 18.03.2005, the Tribunal took the date 23.02.2004 for taking complete possession of the land by the first respondent. The Tribunal found that except certificate from Custodial Regulation Zone, other certificates from Department of Explosives, Tamil Nadu Pollution Control Board and Chief Inspector of Factories were received by the first respondent. The Tribunal following the ruling of the Hon'ble Supreme Court in M.D.Army Welfare Housing Organisation v. Summangal Services Limited, reported in 2004 (9) SCC 619 (Paragraph 101), decided that agreement to obtain statutory orders from statutory authorities is not enforceable. With reasoning the Tribunal found that the notice, dated 18.03.2005 cannot be sustained.

19. For the aforesaid reasons, this Court is of the considered view that the Award is a well reasoned one within the terms of the Contract and there is no reason to interfere with the decision of the learned single Judge and accordingly, this Original Side Appeal is liable to be dismissed.

In fine, this Original Side Appeal is dismissed, confirming the order of the learned single Judge, dated 11.01.2012 made in O.P.No.457 of 2009. No costs.

Sd/-
Assistant Registrar(CS VI)

//True Copy// सत्यमेव जयते

Sub Assistant Registrar

tsvn

To
The Sub-Assistant Registrar (Original Side)
High Court of Madras, Chennai.

2 ccs to M/s.Ramalingam & Associates, Advocates, sr.46406
(16.09.2016)

+ 1 CC to Mr.R.Karthikeyan, Advocate SR NO 46333[24/10/2016]
O.S.A.No.220 of 2014

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