

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 04.07.2016

CORAM:

THE HONOURABLE MR.JUSTICE **RAJIV SHAKDHER**

O.P.No.175 of 2012

Hindustan Petroleum Corporation Ltd.,
Represented by its Deputy General Manager,
Ennore Terminal Project,
#44, "Krishna Sree", II Floor,
Gandhi Nagar, 1st Main Road,
Adyar, Chennai – 600 020.

... Petitioner

Vs.

1. M/s.ARSS Infrastructure Projects Ltd.,
Sector A, Zone D, Plot #38,
Macheswar Industrial Estate,
Bhubaneswar, Orissa – 751 010.

... Respondent

Petition under Section 34 of the Arbitration and Conciliation Act, 1996,
praying to set aside the Award dated 31.08.2011 passed by the learned
Arbitrator, the 2nd respondent herein.

For Petitioner	:	Mr.Vijayan for M/s.King and Partridge
For Respondent	:	No Appearance

ORDER

1. On the last date of hearing, i.e., on 22.06.2016, the following
order was passed by this Court :

"1. A Joint Memo of Compromise and Out of Court Settlement has
been filed in Court today.

2. As per the said settlement, the petitioner has paid a sum of
Rs.83,92,683.41p. (Rupees Eighty Three Lakhs Ninety Two Thousand Six
Hundred Eighty Three and Paise Forty One only) to the first respondent vide
Demand Draft, the details of which, are given in paragraph 4 of the said Joint
Memo of Compromise.

3. Though notice was issued in the petition and as per the proceeding

of the learned Master, dated 27.08.2012, service stood completed to the respondents, there is no appearance on behalf of the first respondent.

4. To be noted, the second respondent is the arbitrator, who was appointed in the matter, to adjudicate the disputes between the parties.

5. To my mind, the arbitrator is neither a necessary nor a proper party to the present proceeding. Accordingly, the second respondent is deleted from the array of parties. An amended memo of parties would be filed within a period of one week, from today.

6. The Joint Memo of Compromise bears the signatures of the Authorized Signatory of the respondent and the Chief Installation Manager of the petitioner. The Joint Memo of Compromise is also signed by the learned counsel for the petitioner.

7. Issue notice to the respondent without insisting the process fee. In addition, service be effected on the respondent via private mode, as well.

8. Re-notify on 04.07.2016 under the caption 'for disposal'."

2. Pursuant thereto, counsel for the petitioner says, service was effected on the respondent via private mode. An Affidavit of Service has been placed on record, which is indicative of the fact that service stands completed. The name of the respondent, i.e., contesting respondent, has also been printed in the cause list. There is, however, no representation on behalf of the respondent.

3. In view of the fact that the Joint Memo of Compromise has been placed on record and also given the fact that the petitioner via its counsel has made a statement that the amount due and payable by it under the settlement has been paid, I am inclined to dispose of the captioned petition based on the circumstances, which have been adverted to above.

4. The captioned petition is, accordingly, disposed of.

5. The Registry will dispatch a copy of the order, without insistence on process fee, to the sole respondent, i.e., M/s.ARSS Infrastructure Projects Limited, Sector A, Zone #, Plot No.38, Mancheswar Industrial Estate, Bhubaneswar, Orissa-751010.

04.07.2016

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RAJIV SHAKDHER, J.,

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