

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

Arbitration Case No.144 of 2015 (O&M)
DATE OF DECISION: 18.03.2016

M/s Trehan Construction

....Petitioner

versus

Union of India and another

.....Respondent

CORAM: - HON'BLE MR.JUSTICE S.J. VAZIFDAR, ACTING CHIEF JUSTICE

Present: Ms. Dheeraj Mahajan, Advocate for the petitioner

Mr. Nitin Kumar, Advocate for the respondent

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S.J. VAZIFDAR, ACTING CHIEF JUSTICE: (Oral)

This is an application under section 11(6) of the Arbitration & Conciliation Act, 1996 (for short 'the Act') for appointment of sole Arbitrator to adjudicate upon the disputes and differences between the parties.

2. This petition is almost identical to other three petitions including Arbitration Case No. 189 of 2014 which I disposed of vide judgment and order dated 04.09.2015 holding that there was a full and final satisfaction of the petitioner's claim and the fresh claims were a mere after thought. The contentions raised today are covered by the said judgment.

3. In this case, additional grounds have been raised. Firstly, it is contended that in this case signatures on the supplementary agreement were taken on blank papers. It is difficult to accept the story. In other cases, the same

petitioners contended that the signatures were taken by undue influence and coercion.

4. The petitioner now claims about Rs.68 lacs after having received an aggregate amount of almost Rs.67 lacs. This is clearly an afterthought. The supplementary agreement expressly refers to the payment of a sum of Rs.2,72,530/-. The same amount is reflected in the final bill also which the petitioners acknowledged was in full and final satisfaction of their claims.

5. The petitioner relies upon the respondent's conduct of having referred one claim to arbitration by a letter dated 10.02.2015. This by itself would not indicate that the supplementary agreement was false or fabricated. Firstly, it was open to the petitioner to have referred the dispute to arbitration despite full and final satisfaction. This may be unusual. However, it is possible that the reference of the claim of about Rs.1.38 lacs was made overlooking the supplementary agreement.

6. In the circumstances, the petition is dismissed.

(S.J. VAZIFDAR)
ACTING CHIEF JUSTICE

18.03.2016
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