

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH**

**CR No.6808 of 2016
Decided on: 07.10.2016**

Daya Pal Singh

....Petitioner

Versus

Bharat Sanchar Nigam Limited

....Respondent

CORAM: HON'BLE MRS JUSTICE REKHA MITTAL

Present : Mr. P.S. Rana, Advocate
for the petitioner.

REKHA MITTAL, J.

The present petition has been directed against order dated 11.08.2016 passed by the Additional District Judge, Chandigarh, whereby objections against the execution application filed by the petitioner have been allowed.

The short question that calls for adjudication is ***whether the petitioner is entitled to interest @ 18% per annum on arrears of rent?***

Counsel for the petitioner contends that the petitioner is entitled to interest @ 18% per annum on arrears of rent upto 16.03.2009 as well as on the amount which became payable after 16.03.2009 till the payment was actually made by the respondent. It is further submitted that as the Arbitrator has never disallowed interest with effect from the date of award, the petitioner becomes entitled to interest by invoking Section 31(7)(b) of the Arbitration and Conciliation Act, 1996. In support of his contention, he has relied upon judgment of Hon'ble the Supreme Court of India ***“M/s. Hyder Consulting (UK) Limited vs***

Governor, State of Orissa through Chief Engineer, 2015(1) RCR (Civil) 165. Further reference has been made to judgment of the Himachal Pradesh High Court ***Kataria Builders vs State of Himachal Pradesh***, 2004(3) Arbitration Law Reporter 137 and judgment of the Delhi High Court ***Union of India and another vs M/s. P.C. Sharma and Co.***, AIR 2007 Delhi 51.

I have heard counsel for the petitioner, perused the paperbook particularly the award passed by the Arbitrator (Annexure P1) and the impugned order passed by the Executing Court.

Before dealing with the submission made by counsel for the petitioner, it is appropriate to extract a relevant part of the award passed by the Arbitrator, reads thus:-

“The Lessee (sic.) is entitled to 60% increase in lease rent with effect from 10.01.2007 till date of handing over the premises to the owners. No interest is payable on the arrears of lease rent, if any.

The respondent shall vacate the said premises by 30th June, 2009. Any adjustments to actual date of vacation due to delay in getting occupation certificate is allowed.

This award is published this 6th day of March, 2009”.

A plain and meaningful reading of the aforesaid extract leaves no manner of doubt that the lessor was held entitled to 60% increase in lease rent w.e.f. 10.01.2007 till date of handing over the premises to the owners. At the same time, it was held that no interest is payable on the arrears of lease rent, if any. In view of the award passed

by the Arbitrator, I do not find any error in the order impugned whereby the Executing Court has refused to accept contention of the petitioner that interest @ 18% is payable as on 16.03.2009 or/and even after date of award till actual payment. Under these circumstances, the petitioner cannot derive advantage to his contentions from the referred authorities.

For the foregoing reasons, the petition fails and is accordingly dismissed.

07.10.2016
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(REKHA MITTAL)
JUDGE

Whether speaking/reasoned:	Yes/No
Whether reportable:	Yes/No