

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

FAO No.5828 of 2010 (O&M)

Date of decision : 01.02.2016

Punjab State Civil Supplies Corporation Ltd. and another ...Appellants

Versus

M/s Shree Puran Chand Rice Mill and another ...Respondents

CORAM: HON'BLE MR. JUSTICE AMIT RAWAL.

1. Whether reporters of local newspapers may be allowed to see judgment ?
2. To be referred to reporters or not ?
3. Whether the judgment should be reported in the Digest ?

Present: Mr. Karan Gupta, Advocate for the appellants.

Mr. Naresh Prabhakar, Advocate for respondent No.1.

AMIT RAWAL, J. (Oral)

CM No.25868-CII of 2010

For the reasons stated in the application, which is duly supported by an affidavit, delay of 242 days in filing the appeal is condoned.

Application is allowed.

Main Case

The appellant-PUNSUP is aggrieved of the order dated 06.04.2009, whereby the objections filed under Section 34 of the Arbitration and Conciliation Act for setting aside the award dated 15.06.2004, has been dismissed.

Mr. Karan Gupta, learned counsel appearing on behalf of appellant-PUNSUP submits that claim of the PUNSUP was dismissed on

the ground that in pursuance to the legal notices dated 25.02.1999/04.03.1999 of the PUNSUP, Miller had deposited the money. The stock allotted to the Miller had been moved out of the district which is within the realm of Section 34 of the Act but erroneously has been dismissed. There is illegality and perversity as claim, yet, to be adjudicated as there is no practice of shifting of stock and submits that impugned order is not sustainable in the eyes of law whereas on the other hand Mr. Naresh Prabhakar, learned counsel for the Miller submits that there is no illegality nor manifest error, much less, jurisdictional error in the order under challenge.

I have heard learned counsel for the parties and appraised the paper book and of the view that there is no substance in the appeal and is deserves to be dismissed on the following reasons:-

In pursuance to the legal notices dated 25.02.1999/04.03.1999 of the PUNSUP, Miller had deposited the amount and no cause of action survived, much less, accrued in favour of PUNSUP to claim the amount. Even vis-a-vis, the shifting of the stock out of the District is not consonance of letter and spirit of the agreement, PUNSUP despite having permitted to lead evidence as per the terms and conditions of the Contract could not prove stake on claim and rightly so, objections have been dismissed as they were not falling within the realm of Section 34 of the 1996 Act.

No ground is made out in the present appeal.

Dismissed.

01.02.2016

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**(AMIT RAWAL)
JUDGE**