

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

F.A.O.No.4578 of 2016 (O&M)

Date of Decision: November 09th, 2016

**State of Punjab through the Chief Secretary, Govt.of Punjab, Civil
Secretariat, Sector-1, Chandigarh.**

...Appellants

Versus

**M/s Tata Robins Fraser Ltd., 11, Station Road, Burmahines, Jamshedpur &
others**

...Respondents

CORAM: HON'BLE MR.JUSTICE AMIT RAWAL, JUDGE

**Present: Mr.Kamal Sehgal, Additional Advocate General, Punjab,
for the appellants.**

**Mr.Arun Jain, Senior Advocate with
Mr.Vishal Gupta, Advocate,
for the respondent/caveator.**

AMIT RAWAL, J.

Appellant-State of Punjab is in appeal under Section 37 of the Arbitration and Conciliation Act, 1996 (for short “1996 Act”), whereby the objections seeking setting-aside of the award dated 12.4.2011, have been dismissed.

Mr.Kamal Sehgal, learned Additional Advocate General, Punjab appearing for the appellant-State submits that the appellants had invited pre-qualification bids from the interested parties for the work of supply and commissioning of 2500 THP capacity fully automatic centrally operated Belt Conveyer System (6.5 Kms length) to handle previous River Bed Material (for short “RBM”) consisting of boulders, sand and gravel.

Respondent No.1, one of the bidders, was found successful and after the

pre-bidding, the technical bid was submitted and finally respondent No.1 submitted its acceptance letter. Pursuant thereto, an agreement dated 26.5.1994, containing terms and conditions, was entered into between the parties. As per the aforementioned agreement, contract work was to be completed within eighteen months at the cost of ₹40.34 crores plus taxes and escalation from the date of LOI. Respondent No.1 miserably failed to complete the work within the stipulated period and rather abandoned the site in the month of December, 1998, though throughout the currency of the agreement, voluminous correspondences had exchanged between the parties and coined various excuses for slow progress.

Since the contract envisaged Clause 32.3 containing mode of resolution of dispute and differences through arbitration, respondent No.1, vide letter dated 10.11.1993, sought modification of the clause, i.e., before the abandonment of the work and ultimately the arbitration clause was amended as per the letter dated 26.3.1994. The appellants under some erroneous impression, constituted the Arbitral Tribunal on 16.6.1999 consisting of three persons, which was objected by respondent No.1 vide letter dated 28.6.1999. Though the Arbitral Tribunal had no jurisdiction to proceed with the matter in view of the accepted final arbitration clause, yet the proceedings commenced. Respondent No.1 erroneously invoked the arbitration clause and raised false and fictitious claim to the tune of ₹27.71 crores. An application under Section 16 of 1996 Act was filed and it was stated that as per Clause 4(e) of the letter of allotment, the proceedings were to be conducted only in accordance with the aforementioned provisions. Clause 4(e) clearly provides that any controversy or claim relating to the contract “shall be settled by arbitration in one lot at the end of successful

commissioning of the Belt Conveyer System” and, thus, the pre-requisite for invocation of the arbitration clause having not been satisfied, the arbitral proceedings were void *ab-initio*.

He further submits that vide order dated 23.7.2000 (Annexure A-4), the application aforementioned was rejected and thereafter the appellants participated in the proceedings and filed replies to the claims as well as counter claims amounting to ₹55.17 crores. The Arbitral Tribunal framed 52 issues during the course of the proceedings. Even witnesses were also produced on behalf of the appellants and after the conclusion of the evidence, respondent No.1 advanced arguments on merits of the claim spreading over a period of two years (36 hearings). Thereafter, the arguments were addressed issue-wise. It was stated that during the currency of the contract, respondent No.1 could not give the desired progress at any stage . When the arguments were in progress, respondent No.1 approached the higher officers of the State of Punjab for an amicable settlement of the disputes. Accordingly, on 5.7.2010 a meeting was held in the office of the Principal Secretary, Government of Punjab, Ministry of Irrigation, in which representatives of both the parties were present. The on-going arbitral proceedings came up for discussion and respondent No.1 made a suggestion that **“whatever minimum dues are payable to the parties, can form the basis of the settlement; with both parties agreeing to forego other claims and counter claims”**. The Chief Engineer stated that the RSD Project opined that a `Zero-Zero` settlement may be the quickest. However, he apprehended that even this may not be possible after detailed scrutiny of the record placed before the Arbitral Tribunal. The attention of this Court was drawn to the minutes of the meeting dated 5.7.2010 (Annexure A-6),

which read thus:-

“MINUTES OF MEETING HELD AT THE OFFICE OF THE PRINCIPAL SECRETARY, GOVT.OF PUNJAB, MINISTRY OF IRRIGATION, ON 5TH JULY 2010 AT 15:30 HRS. IN THE MATTER OF ONGOING ARBITRATION BETWEEN GOVT. OF PUNJAB (RANJIT SAGAR DAM PROJECT) AND M/S. TRF LIMITED.

1. At the request of Shri R.C.Nandrajob, Advisor, TRF Ltd., 11 Station Road, Burma Mines, Jamshedpur 831011, Shri Arun Goel, IAS, Principal Secretary, Govt.of Punjab, Ministry of Irrigation, had agreed to convene this meeting. The following were present:

- 1. Shri Arun Goel, IAS -Principal Secretary, Irrigation*
- 2. Shri Harvinder Singh -Chief Engineer, Ranjit Sagar Dam Project.*
- 3. Shri R.L.Mittal -Executive Engineer, Ranjit Sagar Dam Project*
- 4. Shri R.C.Nandrajog -Advisor, M/S TRF Limited*

2. At the outset, Shri R.C.Nandrajob conveyed this grateful thanks to the Principal Secretary for acceding to his request to convene this meeting aimed at finding an amicable solution to the on-going dispute between M/s.TRF Limited and Ranjit Sagar Dam Project. This dispute is being adjudicated by Arbitral Tribunal, which commenced its hearing on 8th Dec. 1999. Shri R.C.Nandrajog highlighted that the proceedings are already inordinately delayed resulting in avoidable wasteful expenditure and effort, by both the parties. He requested the Principal Secretary and the Officers of RSDP to find ways and means, jointly with M/S TRF, to settle the dispute expeditiously, in whatever manner possible.

3. As a background, he mentioned that even after the expiry of almost 11 years, the conclusion of the Arbitral proceedings is no-where in sight, and may take some more time. He brought to the notice of all, that the Punjab

Government had directed the Arbitral Tribunal in the very early stage, to conclude the proceedings within four months. The Arbitral Tribunal had, in 2003, directed the parties to settle the dispute by Conciliation and other means, if possible. The Arbitral Tribunal once again in 2009, highlighted Section 30(1) of the Indian Arbitration & Conciliation Act 1996 which reads:

“It is not incompatible with an arbitration agreement for an arbitral tribunal to encourage settlement of the dispute and, with the agreement of the parties, the arbitral tribunal may use mediation, conciliation or other procedures at any time during the arbitral proceedings to encourage settlement.”

Shri R.C.Nandrajog further said that whatever minimum dues are payable to the parties, can form the basis of the settlement, with both parties agreeing to forego other claims and counter-claims.

The Chief Engineer, RSD Project opined that a 'Zero-Zero' settlement may be the quickest. However, he apprehended that even this may not be possible after detailed scrutiny of the record placed before the Arbitral Tribunal.

4. *Shri R.C.Nandrajog said that the repayment of the Bank Guarantee amount along with bare minimum tenable dues are something that the Board of Directors of the Company can be advised to accept as a settlement, of course, after deducting the dues payable to the Department.*

5. *After a prolonged discussion the Principal Secretary directed the RSDP to immediately approach the Arbitral Tribunal for a speedy settlement, within the framework of the applicable laws.”*

In pursuance to the aforementioned meeting, the Chief Engineer of the appellants addressed a communication dated 28.7.2010 (Annexure A-7) to the members of the Arbitral Tribunal, wherein it was stated that during the meeting, it was desired that process of arbitration,

which is going on for the last more than 10 years, should be expedited and completed at the earliest.

He further submits that on a conjoint reading of minutes of meeting dated 5.7.2010, it would be apparent that the request made by the Arbitral Tribunal was for an expeditious completion of the proceedings, but there was no settlement or compromise or conciliation, though at one point of time, parties had intended to settle the dispute. The Arbitral Tribunal, in meeting dated 1.11.2010, while noting down the contents of the meeting dated 5.7.2010, erroneously and wrongly inferred that the letter dated 28.7.2010 was for seeking speedy settlement of the disputes and unilaterally decided to vest the power under Section 30(1) of 1996 Act, i.e., for mediation, conciliation or other procedures for settlement of disputes. He has drawn the attention of this Court to the part of the proceedings under the head “Future Meeting of the Tribunal”, which reads as under:-

“The Tribunal would, hereafter, convene as mutually convenient to the Arbitrators, sift through the voluminous records and their own notes of arguments of both parties and other related documents, the Tribunal will give the Award in the ongoing dispute which now stands circumscribed after the meeting on 05.07.2010 to the claimant seeking return of Bank Guarantee and payment of minimum payables to both the parties, while the respondent has sought a ‘Zero-Zero’ settlement. The Award will, ipso facto, be in close proximity to these respective offers of the parties. For this purpose, the Tribunal is of the view that no further hearings need be held and the Tribunal based on records would be able to pronounce, what would be just and equitable to both the parties.”

He further submits that the appellants have been deprived of the opportunity to advance their arguments in the matter, inasmuch as that the

arguments against eight issues could only be completed, whereas the arguments on the balance issues were yet to be completed. Even the arguments on the counter-claims were yet to be initiated, thus, the action of the Arbitral Tribunal in unilaterally closing the hearings was *de hors* of the proceedings under Section 18 of 1996 Act, in essence the Arbitrator did not treat the parties with quality, much less afford opportunity to represent their case.

He further submits that on receipt of the minutes of the meeting, the appellants filed a protest petition dated 16.11.2010 (Annexure A-9) stating therein that the “*sine qua non*” for applicability of Section 30 (1) of 1996 Act is the agreement/consent of the parties. The parties did not arrive at any agreement for referring the matter to either mediation or conciliation or authorised the Arbitral Tribunal to use any other procedures for settlement of the dispute. However, the said protest petition had erroneously been dismissed vide order dated 11.12.2010 (Annexure A-10). Faced with this situation, the appellants were left with no other option but to file an application dated 11.1.2011 (Annexure A-11) under Section 12 and 13 of 1996 Act by challenging the independence and impartiality of the Arbitral Tribunal. Grave doubts were expressed about the biased manner in which the Arbitral Tribunal was conducting the proceedings, in essence the appellants were deprived of their valuable right to advance arguments in the matter. The said application was dismissed vide order dated 12.1.2011 (Annexure A-12). The order is also very short and cryptic. All these orders have been challenged in the present appeal as well. Even the proceedings held on 12.1.2011 indicated that some dates of hearing to be given to the appellants in the month of February, 2011, but when the agenda of the

proposed hearing was asked, it was apprised to the Senior Counsel representing the appellants that the next hearing would be for balance arguments of the appellants, but the said fact was not recorded in the order. The next dates would be only for internal deliberations for the members of the Arbitral Tribunal.

He further submits that the Arbitral Tribunals should act in a judicious manner by giving full opportunity to the parties to prove their respective cases and advance arguments at length. On receipt of the order dated 12.1.2011, an application dated 7.2.2011 under Sections 14 and 15 of 1996 Act (Annexure A-13) requesting the Court to terminate the mandate of the Arbitral Tribunal was moved along with application for stay of the proceedings under Section 9 of 1996 Act read with Order 39 Rule 1 and 2 CPC, but the Tribunal did not pass any orders on the stay application and merely issued a notice to the respondents. Even replies thereto have been filed by respondent Nos.1 and 3. Copies of the same are Annexures A-14 and A-15. In the meantime, the appellants received a communication from the Presiding Tribunal that they would be holding internal hearings from 5.4.2011 onwards to deliberate upon the award. However, the Arbitrator announced its award on 12.4.2011 primarily on the basis of the meeting proceedings dated 5.7.2010 (supra), whereas there was no consent or written agreement or agreed terms and conditions.

He further submits that even for a sake of argument though not admitting, it is to be construed that the proceedings were on agreed terms, then it was incumbent upon the Arbitral Tribunal to terminate the proceedings in view of the provisions of sub-section (2) of Section 30 of 1996 Act. Having failed to do so, the award cannot be said to be based upon

the agreed terms. In support of his contention, he has relied upon the judgment rendered by the Bombay High Court in **Taherbhai Abdullabhai and Anr. Versus Mohammed Hussain Abdullabhai and Ors., 2004(3) ARBLR 371 (Bom) (Paras 6 and 7)** to contend that if all the parties have agreed that the dispute has been settled, the Arbitrator is under duty to terminate the proceedings, but if they do not agree that there is a settlement, then the Arbitrator has to proceed further and decide the dispute between the parties and make an award and if there is a dispute between the parties about existence of settlement, it cannot be said that the award made by the Arbitrator is the award on agreed terms. Power is conferred on Arbitrator to make award only on agreed terms, in essence once there was no agreed term, the Arbitral Tribunal was enjoined upon an obligation to decide the dispute between the parties on merits and, thus, the award suffers from patent illegality as per the findings rendered by the Hon'ble Supreme Court in **National Highways Authority of India Versus Cementation India Ltd., 2015 (3) R.A.J. 1**, wherein the word “patent illegality” has been brought within the ambit of “public policy”. A specific objection (aaaaa) in this regard was taken, but there is no adjudication by the Objecting Court and, thus, there is gross illegality and the matter requires to be re-considered, much less the order and the award under challenge are liable to be set-aside.

Per-contra, Mr.Arun Jain, learned Senior Counsel assisted by Mr.Vishal Gupta, learned counsel for the Caveator-respondent No.1 submits that as per the order dated 12.1.2011, the application moved by the appellants under Sections 12 and 13 of 1996 Act was dismissed and the Arbitral Tribunal had indicated that the parties, in case so desire, submit

their written arguments. He further submits that the award is based upon the proceedings dated 5.7.2010 culminating that the parties had agreed for `Zero-Zero` settlement and the award only pertains to the refund of the bank guarantee along with interest and regarding other claims, the claimants have foregone their claims and equally the appellants regarding their counter claims. The appellants cannot volte-face and raise the submissions for the first time before the Objecting Court by filing subsequent application, in essence cannot wriggle out from the proceedings and have correctly been rejected by the Arbitral Tribunal. The objections were not falling within the realm of Section 34 of 1996 Act as none of the parameters enable the Objecting Court to interfere.

He submits that the scope of interference is very limited and in support of his contention, relied upon the ratio decidendi culled out by the Hon'ble Supreme Court in **Associate Builders Versus Delhi Development Authority, 2015 (3) SCC 49** and regarding forming of different opinion even on re-appreciation of evidence, relied upon **Navodaya Mass Entertainment Ltd. Versus J.M.Combines, 2015 (5) SCC 698.** Regarding the applicability of the proceedings under Section 30(1)(2) of 1996 Act, relied upon the ratio decidendi culled out by the Delhi High Court in **RSG Share and Stock Brokers Ltd. Versus Dr.Anju Gupta and Ors., 2002 ArbiLR 641** to contend that where the parties have agreed for passing of the award in terms of the verdict of three persons, entire procedure adopted would be result of specific course of action contemplated under the Act and the award cannot be assailed.

He further submits that even if the proceedings do not record any categorical terms as to what was the so-called verdict of three persons to

whom the parties in the aforementioned case had reposed confidence by arriving at a compromise or settlement, was in fact result of mutual settlement between the parties and the manner in which the proceedings initiated, progressed and culminated in the award leaves an impression that the award is based upon the agreed terms and, thus, urges this Court for affirming the orders under challenge.

I have heard the learned counsel for the parties, appraised the paper book with their rival assistance, much less case law and of the view that there is force and merit in the submissions of Mr. Sehgal and the orders and the award are liable to be set-aside for the following reasons:-

- a) Before I would advance the reasons, it would be apt to reproduce the provisions of Section 30 of 1996 Act. The same read thus:-

“30. Settlement.-(1) It is not incompatible with an arbitration agreement for an arbitral tribunal to encourage settlement of the dispute and, with the agreement of the parties, the arbitral tribunal may use mediation, conciliation or other procedures at any time during the arbitral proceedings to encourage settlement.

(2) If, during arbitral proceedings, the parties settle the dispute, the arbitral tribunal shall terminate the proceedings and, if requested by the parties and not objected to by the arbitral tribunal, record the settlement in the form of an arbitral award on agreed terms.

(3) An arbitral award on agreed terms shall be made in accordance with section 31 and shall state that it is an arbitral award.

(4) An arbitral award on agreed terms shall have the same status and effect as any other arbitral award on the substance of the dispute.”

On perusal of the aforementioned provisions, it is evident that the Arbitral Tribunal has jurisdiction to initiate mediation and conciliation during the arbitral proceedings for the purpose of encouraging settlement. However, sub-section (2) of 1996 Act envisages that where the parties settle the dispute, the Arbitral Tribunal “shall” terminate the proceedings and the word used thereafter “and” if requested by the parties and not objected to by the Arbitral Tribunal, record settlement in the form of arbitral award on agreed terms.

b) From the perusal of the provisions reproduced above and the subsequent proceedings, the relevant portion of which is extracted herein below, it is evident that the Arbitral Tribunal had opined to render a decision on the proposal and the evidence on record. Once it was so, I am of the view that the Arbitral Tribunal could not impose and implore upon the parties that they had agreed for settlement and pronounce the award thereafter. I am of the view that the Arbitral Tribunal remained oblivious of its subsequent observations. Operative part of the order reads thus:-

“Directions

The next set of Meetings of the Tribunal shall be held at TRF, Guest House at New Delhi on 3.12.2010, 4.12.2010 & 5.12.2010: the meeting on 3.12.2010 shall commence at 1500 hours.

The Tribunal directs both the parties to deposit Rs.1,00,000/- each with their respective nominated Arbitrators and Rs.1,00,000/- each with the Presiding Arbitrator. These amounts will be sued to defray the expenses in preparation of the Award and “sitting fees”.

The travel, board & lodging arrangements would continue to be made by both the parties, as heretofore.”

A perusal of the aforementioned order of the Arbitral Tribunal indicates that the Tribunal had held further meetings in the Guest House on 3.12.2010, 4.12.2010 and 5.12.2010, yet the pith and substance of the award is basically on the proceedings held on 5.7.2010. Nothing prevented the Arbitral Tribunal to adjudicate the controversy on merits, particularly when the stage was for arguments of the appellants;

c) There is no specific agreed terms/consent of the parties for pronouncement of the award on the same terms. The Legislature in its wisdom had incorporated the provisions of Order 22 Rule 3 CPC. Whenever the parties either before the Civil Court arrive at a compromise, copy of the compromise is placed on record and made part of the decree, the decree is based on the agreed terms. There are no terms. It was only an intention of the parties as indicated from the proceedings (supra). I cannot remain unmindful of the fact that before the Tribunal could pronounce the award on the basis of the so-called agreed terms/settlement. Filing of the applications, as indicated above, namely, Annexure A-11 under Sections 12 and 13 of 1996 Act, Annexure A-13 under Sections 14 and 15 of 1996 Act. Dismissal of the applications leads to an irresistible conclusion that there was an element of biasness and impartiality on the part of the members of the Arbitral Tribunal, much less no consensus on agreed terms. Apprehending the aforementioned fact, the provisions of the Act were invoked,

but yielded no result;

d) In my view, the Arbitral Tribunal was left with no option either to recuse itself from further proceedings or should have called upon the parties to address arguments by noticing that any findings rendered in the orders, indicated above, shall be construed an expression of opinion on the merits of the matter.

e) I am of the view that the award of the Arbitral Tribunal squarely falls within the expression “patent illegality” as held in National Highways Authority of India (supra).

f) The appellants had taken a specific objection in para (aaaaa) which reads as under:-

“That a perusal of the foregoing para would reveal that it was never the intention of the petitioners to request the arbitral tribunal for conciliation/mediation for settlement of the disputes between the parties. The arbitral tribunal could not have assumed jurisdiction under Section 30(1) of the Act without there being an express agreement between the parties. The arbitral tribunal, unilaterally circumscribed the dispute within the range of zero-zero to minimum possible dues payable to Respondent No.1. Further, the arbitral tribunal deliberately and consciously misconstrued the minutes of meeting dated 5.7.2010, inasmuch as the petitioners had never made any offer of a zero-zero settlement. This was only an opinion, but it was also qualified by stating that even this may not be possible on a perusal of the record of the arbitral tribunal. The arbitral tribunal devised a procedure unknown to law and against the principles of natural justice. The petitioners were condemned unheard and the State Exchequer has been burdened by crores of rupees. The action of the arbitral tribunal was based on

extraneous considerations, which are known to all concerned.”

g) On going through the order of the Objecting Court, there is no adjudication of this objection. It would be a total farcical exercise in remanding the matter back to the Objecting Court once I have opined that the award of the Arbitral Tribunal suffers from “patent illegality”.

h) It appears that the Arbitral Tribunal was bent upon to get rid off the matter pending for eleven years as indicated in the proceedings without undertaking exercise of referring to the documentary evidence on record. State cannot forego its claim in the manner and mode indicated and noticed by the Arbitrator, but it would have a far-reaching repercussion;

i) The judgment in **Taherbhai Abdullabhai's case (supra)** relied upon by Mr.Sehgal squarely applies to the facts and circumstances of the present case. The relevant portion of paragraph 6 of the judgment reads thus:-

“Perusal of the above quoted provision makes it clear that on the arbitrator finding that the dispute is settled between the parties, he can terminate the proceedings and on termination of the arbitral proceedings, mandate of the arbitrator also stands terminated. Now, if the provisions of section 30 and section 32 are read together, it becomes clear that if the parties to the arbitration state before the arbitrator that they have settled the dispute, the arbitrator has to terminate the proceedings, unless a request is made by the parties for making an award on the agreed terms, and after the arbitration

proceedings are terminated the mandate of the arbitrator comes to an end. It is, thus, clear that unless there is a request made by the parties to make an award on agreed terms, the consequence of the settlement of dispute between the parties is that the arbitral proceedings are terminated and the mandate of the arbitrator also comes to an end. Therefore, to enable the arbitrator to make an award on agreed terms, there has to be a request made by the parties. The learned Counsel appearing for the respondents submitted that sub-section (2) of section 30 uses the terms "parties", as singular includes plural, even if one of the parties makes a request, the arbitrator can make an award. In my opinion, the submission is not well founded. It is true that as per the provisions of the General Clauses Act, singular includes plural and vice-a-versa, but that is so unless the context indicates otherwise. In the present case, it cannot be said that even if the single party makes a request, an award on the agreed terms can be made. Plain reading of sub-section (2) of section 30 shows that the arbitrator gets jurisdiction to make an award on agreed terms only if there is a request made by the parties and not otherwise. The jurisdiction of an arbitrator is based on the consent of the parties, therefore, an arbitrator because of consent of the parties gets jurisdiction to decide the disputes between the parties and make an award on the basis of the findings recorded on the disputed issues. It is open to the parties to reach a settlement, it is also open to the parties to decide whether they want an award in terms of the

settlement or they want the termination of the arbitral proceedings because of the settlement reached between them. Because of the initial consent given by the parties an arbitrator gets jurisdiction to make an award on the basis of adjudication and therefore to enable an arbitrator to make an award based on something other than adjudication, there will have to be a fresh consent given by the parties. It is clear from the provisions of section 30 and 32 that the law contemplates two types of settlements between the parties to an arbitrator in relation to the subject matter of the arbitration i.e. i) a settlement which results in termination of the arbitral proceedings as also termination of the mandate of the arbitration and ii) a settlement which the parties to the settlement want to be converted into an arbitral award. Insofar as the present case is concerned, I find that though the learned Arbitrator has referred to the provisions of sub-section (2) of section 30, he has nowhere referred to there being a request made even by one of the parties to make an award on agreed terms. Admittedly, there was no request made by all the parties to the settlement to make an award in terms of the alleged settlement. In my opinion, therefore, for this sole reason the award passed by the learned Arbitrator is liable to be set aside.”

j) The judgment in **RSG Share and Stock Brokers Ltd.** (**supra**) relied upon by Mr.Jain would not be applicable as the facts narrated in the judgment would reveal that the parties to

the lis had appointed four named persons for the intervention and those persons had appeared before the Arbitral Tribunal in many proceedings. Out of the four, three appeared before the Arbitrator and again gave statement that they would abide by whatever is decided by these three persons. In the present case, there is no statement either by the parties in writing or recorded by the Arbitral Tribunal, in essence it lacks any consent/intention from the parties to arrive at 'zero-zero' settlement.

k) There is no dispute to the ratio decidendi culled out in **Navodaya Mass Entertainment Ltd. And Associate Builders's cases (supra)**, but the fact, as noticed above, would reveal that the award is patently illegal, therefore, the ratio decidendi culled out would not apply to the case in hand.

For the foregoing reasons, the impugned order and the award of the Arbitral Tribunal are set-aside. The appeal stands allowed.

November 09th, 2016
ramesh

(AMIT RAWAL)
JUDGE

Whether speaking/reasoned

Yes/No

Whether Reportable:

Yes/No