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IN THE HIGH COURT OF DELHI AT NEW DELHI

O.M.P. (COMM) 81/2016

BOMBAY INFRASTRUCTURE INDIA LTD
& ORS

..... Petitioners

Through: Mr. Anzar H. Pasha, Advocate.

versus

RELIGARE FINVEST LIMITED

..... Respondent

Through: Mr. Ajay Uppal, Advocate.

With

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O.M.P. (COMM) 82/2016

BOMBAY INFRASTRUCTURE INDIA LTD
& ORS

..... Petitioners

Through: Mr. Anzar H. Pasha, Advocate.

versus

RELIGARE FINVEST LIMITED

..... Respondent

Through: Mr. Ajay Uppal, Advocate.

And

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O.M.P. (COMM) 83/2016

BOMBAY INFRASTRUCTURE INDIA LTD
& ORS

..... Petitioners

Through: Mr. Anzar H. Pasha, Advocate.

versus

RELIGARE FINVEST LIMITED

..... Respondent

Through: Mr. Ajay Uppal, Advocate.

CORAM: JUSTICE S. MURALIDHAR

ORDER
07.10.2016

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1. These are three petitions under Section 34 of the Arbitration and Conciliation Act, 1996 ('Act') challenging the *ex parte* Awards dated 12th January, 2016 passed by the learned sole Arbitrator in the disputes between the parties arising out of the Loan Agreements containing an arbitration clause.
2. The principal ground of challenge to all three Awards is that they are *ex parte* awards passed without proper service of notice upon the Petitioners in the arbitral proceedings.
3. In order to verify the above fact, the original records of the three Awards were requisitioned and have been examined by the Court.
4. In each of the cases, the original records show that notices were issued by the Arbitrator to each of the Petitioners by registered post and speed post. The acknowledgement cards bearing the signatures of the Petitioners are available in the file. This is apart from the tracking report of the postal authorities showing delivery of the notices by speed post. Consequently, this Court is not persuaded to accept the plea of the Petitioners that none of them was properly served in the arbitral proceedings.
5. As regards the merits of the case, the Court noted that the plea of the

Petitioners themselves that they have been unable to continue to pay the instalments due on account of financial constraints. The counsel for the Petitioners earnestly pleaded that the learned Arbitrator failed to take note of the payments already made by the Petitioners towards repayment of the loan amounts. It will be open to the Petitioners to bring these facts to the notice of the Court that would be seized of the execution petition seeking enforcement of the Awards. The Petitioners would be able to seek directions to the Respondent herein to produce the complete accounts which would show how the payments made thus far by the Petitioners have been accounted for. However, this is not a ground for setting aside the impugned Awards.

6. No ground has been made out under Section 34 of the Act to interfere with the impugned Awards.

7. The petitions are accordingly dismissed.

S. MURALIDHAR, J

OCTOBER 07, 2016

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