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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ O.M.P. 774/2014

M/S NOVELTY POWER & INFRATEC LTD & ORS Petitioners
Through None

versus

RELIGARE FINVEST LTD Respondent
Through Mr.Ajay Uppal, Adv.

CORAM:
HON'BLE MR. JUSTICE MANMOHAN SINGH

ORDER
% **10.08.2016**

No one appears on behalf of the petitioners when the matter is taken up.

The petitioners have filed the abovementioned objections under Section 34 of the Arbitration and Conciliation Act, 1996 challenging the Award dated 19th October, 2013. The operative portion of the Award reads as under:-

“There is no reason to disbelieve the version of the claimant, in view of the documentary evidence and in the absence of the rebuttal of the same by the respondents, I am satisfied that the Claimant has been successful in proving its claim. The non payment of the EMIs by the Respondents show the non payment of the loan amount and the interest thereon which fact is dry reflected in the Loan Account filed by the Claimant. Accordingly, the Claimant is entitled to a sum of Rs.5049989.04 along with interest.

As per the claim petition, interest has been claimed 36%. And in terms of the provisions contained in Sec. 31(7) of the Arbitration and Conciliation Act, 1996, an Arbitral Tribunal, has been empowered to grant interest at such rate as it deems reasonable, on the whole or any part of money for the whole or any part of the period between the date on which the cause of action arose and the date on which the Award is made, it is further provided in clause (b) of sub-section (7) of Sec. 31 of Act, that the amount of Arbitral Award, unless the Award otherwise directs, would carry interest at the rate of 18% per annum from the Award to the date of payment.”

Counsel for the petitioners has not denied the facts about the outstanding amount. The offer was given on behalf of respondent to pay the outstanding amount along with simple reasonable interest in 2-4 instalments; however, there is no positive response. In the objections, the petitioners, *inter-alia*, raised three objections; firstly that the proper notice has not been received by the petitioners and secondly, the interest awarded by the Arbitrator is on higher side and thirdly, the petitioners had been paying regular instalments of the loan amount as per the details given at page 14 of the petition.

As far as the third objection is concerned, the petitioners at page 11 in ground (h) have admitted that even no single instalment has been paid by the petitioners to the respondent. As regards to the service of notice upon the petitioners, the arbitral record has been examined. It appears that the notices were sent by the Arbitrator to the petitioner at the correct address, the same as shown in the memo of parties filed by the petitioner along with the objections. Even the copy of the Award published was sent at the same address, all postal receipts are shown and are available in the arbitral record.

The matter was taken up from time to time, many times, the

respondent had given the offer to the petitioners to pay the amount, but there is no positive sign on behalf of the petitioners to pay the loan amount. On merits, the petitioners are not able to satisfy the Court that once the loan is taken from the respondent, why the petitioners are not ready to pay the same to the respondent. Even at the time of hearing, there was no representation on behalf of the petitioners.

During the course of dictating the order, proxy counsel for Ms.Arati Bansal, learned counsel for the petitioner appeared.

The objections are accordingly dismissed.

MANMOHAN SINGH, J.

AUGUST 10, 2016/ka