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IN THE HIGH COURT OF DELHI AT NEW DELHI

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O.M.P. (COMM) 162/2016 & IA 14263/2010

GNCT OF NCT OF DELHI

..... Petitioner

Through: Mr Santosh Kumar Tripathi, ASC for
GNCTD

versus

VED PRAKASH MEHTA

..... Respondent

Through: Mr.Muneesh Malhotra, Advocate with
Mr. Achin Mittal, Advocate.

CORAM: JUSTICE S. MURALIDHAR

ORDER

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15.11.2016

IA No. 2238 of 2010

1. For the reasons stated therein, the delay in re-filing the petition is condoned.
2. The application is allowed.

O.M.P. (COMM) 162 of 2016

3. The notice in the present petition was confined to the Award of Claim No. 3 as well as Claim No. 10 with regard to rate of interest. As far as Claim No. 3 is concerned, it was for a sum of Rs. 2,34,900 on account of labour wages. A perusal of the impugned Award dated 10th March, 2009 reveals that the learned Arbitrator believed the version of the Respondent that it had deployed the labour and machinery in order to meet its obligation under the contract as it was a time bound contract and that in view of the inter-state dispute with Haryana, the work could not commence. Interestingly, the learned Arbitrator

notices that “there is no attendance register of the labour and there is no statement in terms of clause 19D of the contract, nor any copy of the income tax returns has been filed”. Despite the absence of the above documents, the learned Arbitrator appears to have allowed the claims only because “the claimant appears to be a small contractor”. It is not understood how insisting on labour bills and income tax returns of such contractor “would be a folly”. The Arbitrator was to examine the supporting material justifying the claim of Rs. 2,34,900. It is not known how many labourers were employed and what wages were paid. The receipts, if any, issued by such labourers for the payments made to them, do not appear to have been produced.

4. In that view of the matter, the Court is satisfied that the Award in respect of No. 3 was entirely unsupported by evidence. It can only be termed as perverse and without any evidence.

5. As far as the claim of interest is concerned, the Arbitrator has allowed it @ 12% from the date of termination of the contract till the date of payment. The Court does not find this to be excessive or unreasonable.

6. Consequently, the impugned Award as regards Claim No. 3 is set aside and as regards Claim No. 10, it is sustained.

7. The petition is disposed of in the above terms. The pending application is also disposed of.

S. MURALIDHAR, J

NOVEMBER 15, 2016/mg