

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

RA No.209-CII of 2016 and
FAO No.6136 of 2013
DATE OF DECISION: March 22,2017

Union of India and another

...Applicants

Versus

M/s. Bharat Enterprises and another

...Respondents

CORAM:- HON'BLE MR. JUSTICE AMIT RAWAL

Present: Mr.Anmol Pandit, Advocate for
Mr.A.K.Bansal, Advocate for the appellant/non
applicant.
Mr.Manohar Lall, Advocate for the applicant-
respondents.

AMIT RAWAL, J.

The review application has been filed on behalf of
the applicant owing to the inadvertence mistake in the
order dated 2.8.2016, particularly, in page 4 of the order
sought to be reviewed in respect of extracting the finding of
the Arbitrator. The paragraph of the claim petition had
been incorporated and in case the aforementioned

paragraph is incorporated, the appeal is liable to be dismissed.

Notice of motion had been issued.

Learned counsel for the Union of India submits that the pith and substance would remain the same except the error with regard to the extraction of the relevant portion of the award of the Arbitrator.

I have heard learned counsel for the parties and am not in agreement with Mr.Manohar Lall, learned counsel appearing for the applicant with regard to dismissal of the appeal. It is an error on my part regarding the extraction. Instead of extraction of the relevant portion of the Arbitrator, the portion of claim petition had been extracted. However, the pith and substance of the judgment even after extraction in the order does not require any change. The relevant portion of the award of Arbitrator is reproduced as under:

“In view of the above facts, I am of the opinion that in item rate contracts requiring contractors to quote their rates for every item of work, the descriptions of items must clearly spell out the materials/item for which the contractor is required to quote his rates and nothing should be left to

be assumed or to guess work. In this case neither the work "IN" can be taken to mean that cost of conduit is included in description nor the description makes it clear as to whether cost of conduit is to be included in the quoted rates. The analysis of rates based on issue rates of conduit comes to Rs.159.05 without cost of conduit against which contractor had quoted Rs.140.00 which also indicted that the Contractor has not included the cost of conduit in his quoted rate. In view of this, I hold that the contractor could not have quoted his rate including the costs of conduit. The claim is therefore established and I award an amount of Rs.1,18,638.00 against claim No.4 for the quantity of conduit issued to contractor."

In view of the above, the review application is partly allowed regarding para at page No.4 of the order and rest of the order is maintained.

March 22,2017
KD

(AMIT RAWAL)
JUDGE

Whether speaking/reasoned: Yes/No
Whether reportable: Yes/No