

HIGH COURT OF CHHATTISGARH, BILASPUR**Arbitration Appeal No. 43 of 2012**

Anurag Jain, aged about 35 years, son of Late Prakash Chand Jain, R/o. A-401, Anand Niwas, Chetna Tower, Anand Vihar Colony, Daldal Seoni, Raipur, Distt. Raipur (C.G.)

----Appellant

Versus

District Marketing Officer, Chattisgarh State Marketing Federation Limited,
Office – Nutan Kishan Rice Mill – Ramsagarpara, Raipur (C.G.)

---- Respondent

For Appellant	: Mr. Malay Kumar Bhaduri, Advocate. .
For Respondent	: Dr. N.K. Shukla, Senior Advocate assisted by Shri Vikram Sharma, Advocate.

Hon'ble Shri Justice Sanjay K. Agrawal**Order On Board**

23/07/2018

1. As per agreement entered into between the parties, Arbitrator was appointed by the parties. The said Arbitrator, vide its award dated 20.04.2011, has directed that the amount in dispute be paid to appellant- Anurag Jain through miller Proprietor Vaishnavi Paddy Processors Dharampura after deducting the amount recoverable.
2. Appellant herein preferred application under Section 34(2) of the Arbitration & Conciliation Act, 1996 (for short "Act, 1996") there-against before the District Judge, Raipur for setting aside the award.
3. The Learned District Judge, by its order dated 11.05.2012, rejected the application finding no merit in the application leading to filing of this appeal under Section 37 (1)(b) of the Act, 1996.
4. Learned counsel appearing for the appellant would submit that impugned order passed by the learned District Judge rejecting the application filed by the appellant under

Section 34(2) of the Act, 1996 is unsustainable and bad in law, which is liable to be set aside.

5. Per contra, learned counsel for the respondent would support the impugned order.

6. I have heard learned counsel appearing for the parties and considered their rival submissions made hereinabove and also went through the record with utmost circumspection.

7. Learned District Judge has clearly recorded a finding that agreement was entered into between the District Marketing Officer, respondent herein and miller Proprietor Vaishnavi Paddy Processors Dharampura and there is no agreement between the respondent and the present appellant, therefore, the learned Arbitrator has rightly held that amount in dispute be paid to appellant through miller Proprietor Vaishnavi Paddy Processors Dharampura, with whom the agreement was entered into by the respondent herein. In that view of the above-stated finding, learned District Judge has rightly held that the appellant is not entitled to obtain the amount in dispute directly from the respondent herein. Thus, I do not find any illegality or perversity in the order impugned warranting interference by this Court in the instant appeal

8. Accordingly, the arbitration appeal, being devoid of merit, is liable to be and is hereby dismissed. No cost(s).

Sd/-

(Sanjay K. Agrawal)
Judge

D/-

