

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
ARBITRATION PETITION NO. 542 OF 2017

Union of India

..... Petitioner

VERSUS

M/s.Shri Mahalaxmi Rail Moovers

..... Respondent

Mr.Sachin Kumar for the Petitioner.

Mr.Rahul Walia for the Respondent.

CORAM : R.D. DHANUKA, J.

DATE : 23rd FEBRUARY, 2018

P.C.

By this petition filed under section 34 of the Arbitration and Conciliation Act, 1996, the petitioner has impugned the arbitration award dated 21st December,2016 thereby holding that the termination notice issued by the petitioner cannot be treated as termination order and directing the petitioner to refund the earnest money deposit to the respondent. Learned arbitrator while rendering this finding has rejected various claims made by the respondent except the claim for refund of earnest money deposit.

2. A perusal of the award indicates that the learned arbitrator has interpreted the terms of the contract and also considered the correspondence exchanged between the parties insofar as issue of termination is concerned and has rendered a finding of fact. It is not in dispute that the contract period even otherwise is over. The only relief

granted by the learned arbitrator in favour of the respondent is for refund of the earnest money deposit. The findings rendered by the learned arbitrator being not perverse, cannot be interfered with by this court in this petition filed under section 34 of the Arbitration and Conciliation Act, 1996. I am thus not inclined to interfere with the impugned award. The arbitration petition is devoid of merits and is accordingly dismissed.

3. It is made clear that this order is passed on the basis of the material considered by the learned arbitrator and the reasons recorded in the impugned award. This order shall not be used as a precedent in any other matter. No order as to costs.

[R.D. DHANUKA, J.]