

**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

Date of Decision: 06.12.2018

1. CR No.8322 of 2018(O&M)

Schindler India Pvt. Ltd.

.....Petitioner

Versus

AHR Promoters and Developers Pvt. Ltd.Respondent

2. CR No.8325 of 2018(O&M)

Schindler India Pvt. Ltd.

.....Petitioner

Versus

AHR Promoters and Developers Pvt. Ltd.Respondent

CORAM: *HON'BLE MR. JUSTICE RAJ MOHAN SINGH*

Present:Mr. Sonal Jain, Advocate
Mr. Kuldeep Singh, Advocate and
Mr. Sandeep Srivastav, Advocate
for the petitioner.

RAJ MOHAN SINGH, J.(Oral)

[1]. Vide this common order, CR No.8322 of 2018 titled
Schindler India Pvt. Ltd. Vs. AHR Promoters and Developers

Pvt. Ltd. and CR No.8325 of 2018 titled Schindler India Pvt. Ltd. Vs. AHR Promoters and Developers Pvt. Ltd. are being disposed of.

[2]. Learned counsel for the petitioner contended that the petitioner had supplied and installed eight passengers elevator lift on the asking of the respondent for total sale consideration of Rs.90,40,000/-. The installation was as per specification mentioned in the agreement which was executed between the parties. Petitioner had already provided free maintenance of the elevator lift for a period of one year as per Clause 5 of the agreement dated 05.06.2008.

[3]. An outstanding amount of Rs.27,30,166/- is still to be paid to the petitioner by the respondent for which arbitration clause 20 in the agreement was invoked. Respondent did not appear in the arbitral proceedings and an *ex parte* award dated 20.07.2016 was passed in a sum of Rs.52,47,292.05/- along with interest @ 18% per annum from 10.04.2015 till final realisation of the amount. Further sum of Rs.5,61,205/- was imposed towards cost(s) of arbitration. The interest @ 18% per annum was assessed to be Rs.19,99,218.06 and in this way, total due amount was calculated to the tune of Rs.78,07,715.11.

[4]. Petitioner filed an application under Section 36 of the Arbitration and Conciliation Act,1996 and judgment debtor filed

an application under Section 34 of the Act.

[5]. Learned counsel by referring to proceedings before the executing Court dated 31.05.2018, 31.07.2018, 27.07.2018, 10.08.2018, 20.08.2018, 31.08.2018, 14.09.2018, 06.10.2018, 31.10.2018 and impugned order dated 22.11.2018 contended that despite the aforesaid adjournments, impugned order was passed to the effect that the case was fixed for consideration and the same was adjourned to 14.12.2018 for further consideration. Learned counsel further contended that proviso to Section 36(3) of the Act would apply to the award as it has to be executed as if the same is a money decree under Civil Code.

[6]. Issuance of notice to respondent would further delay the proceedings before the concerned Court. Since no order prejudicial to the interest of the respondent is being passed, therefore, no notice is being issued. This order is being passed without meaning anything on merits of the case.

[7]. In view of aforesaid position, the executing Court can be directed to proceed with the execution in accordance with law and decide the same at the earliest by making every endeavour to expedite the interim proceedings. It will be appreciated if the executing Court decides the execution as well as objections under Section 34 of the Act within a time bound manner preferably within a period of four months from the date

of receipt of certified copy of this order.

[8]. Disposed of.

06.12.2018

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(RAJ MOHAN SINGH)
JUDGE

Whether reasoned/speaking

Whether reportable

Yes/No

Yes/No