

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

212

FAO No. 1102 of 2013 (O&M)

Date of Decision : 12.3.2018

M/s. Vishav Nath Rice Mills, Barnala and others

....Appellants

VS

Punjab State Civil Supplies Corporation Limited and others

....Respondents

CORAM: HON'BLE MR. JUSTICE AJAY TEWARI

Present: Mr. Mukand Gupta, Advocate
for the appellants.

Mr. S.S.Brar, Advocate
for the respondents.

AJAY TEWARI, J.(Oral)

This appeal has been filed against the order dated 17.10.2012 passed by Additional District Judge rejecting the objections under Section 34 of the Arbitration and Conciliation Act, 1996 (for short the 'Act') filed by the appellants and the Award dated 30.11.2005 passed by the Arbitrator.

Brief facts of the case are that the appellants were granted milling contract of paddy for the year 2001-02. The dispute is that there was some paddy for the previous year which was lying pending against the appellant and during the currency of the present contract the appellants had written a letter requesting the respondents to adjust the milled rice delivered in the year 2001-02 against the short-fall of the year 2000-01. The Arbitrator and the Court held that in view of the

letter of the appellants the respondents were entitled to set off milled rice in the year 2001-02 against the short fall of year 2000-01 and that is why the appellants are before this Court.

Learned counsel for the appellants has argued that there was no instruction permitting the respondents for setting off the paddy for the rice of previous year against the delivery of subsequent years and further once this clause was not part of the original agreement, the Arbitrator could not have ruled thereon.

In my opinion, there is no requirement that there should be any specific instructions for setting off as long as the action is not illegal. In equity also, once the appellants had offered the same now they cannot turn around and plead hyper technicalities to wriggle out of their offer. As regards the argument that it was not a part of the original agreement; it must be remembered that an agreement between the parties is just that, there is nothing sacrosanct about it that it cannot be amended by a further agreement. This offer and its acceptance would constitute an addendum to the old agreement.

In the circumstances, no fault can be found with the impugned Award and the judgment of the Additional District Judge rejecting the objections under Section 34 of the Act. Consequently, the appeal stands dismissed.

Since the main case has been decided, the pending C.M, if any, also stand disposed of.

12.3.2018
anuradha

(AJAY TEWARI)
JUDGE

Whether speaking/reasoned	-	Yes/No
Whether reportable	-	Yes/No