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***IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **FAO(OS)No.23/2018 & CM Nos.45414542/2018**

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Date of decision : 6th February, 2018

DIRECTORATE GENERAL OF HYDROCARBONS OF INDIA

..... Appellant

Through : Mr. Rajiv Nayyar, Sr. Adv.
with Mr. K.R. Sasiprabhu and
Mr. S. Sharma, Advs.

versus

OVERSEAS DRILLING LIMITED Respondent

Through : Mr. Neeraj Sharma,
Mr. Alok Tiwari,
Mr. Ravinder Parsad and Ms.
Dakshayani Saxena, Advs.

CORAM:

HON'BLE THE ACTING CHIEF JUSTICE

HON'BLE MR. JUSTICE C.HARI SHANKAR

JUDGMENT (ORAL)

GITA MITTAL, ACTING CHIEF JUSTICE

CM No.4542/2018*(for exemption)*

1. Allowed, subject to just exceptions.
2. The application is disposed of.

FAO(OS) 23/2018 & CM Nos.4541/2018 *(for stay)*

1. Heard.

2. This appeal challenges the order dated 6th December, 2017 whereby the learned Single Judge has dismissed OMP 23/2010 filed by it under Section 34 of the Arbitration Act. By way of the petition before the learned Single Judge, the appellant had challenged an Arbitral Award dated 29th August, 2009.

3. We have heard learned Senior Counsel for the appellant on the primary ground of challenge, to the effect that the Arbitral Award is patently illegal and against the public policy of India for the reason that the Arbitral Tribunal had failed to and neglected to consider the terms of the contract and travelled beyond the realm of the contract between the parties.

4. We find that by the Arbitral Award dated 29th August, 2009, the Arbitral Tribunal has conclusively held that there was no term in the contract relating to demobilization charges proportionate to the business. The learned Single Judge has after a detailed consideration, by the impugned order dated 6th December, 2017 held that *“the reasoning given by the learned arbitral tribunal is similar to what has been observed by me above and is in consonance with the terms of the contract dated 09.03.2006 and need not be interfered. The learned arbitrator analysed various clauses qua mobilisation/demobilization pricing and interest and rightly come to the conclusion the contract was not that of haulage and thus delayed payments would also attract interest.”*

5. It is trite that findings of fact which arise from the contract and the material placed before the Arbitral Tribunal cannot be the subject matter of consideration in any appeal under Section 37 of the

Arbitration & Conciliation Act, 1996. No other ground is pressed in this appeal.

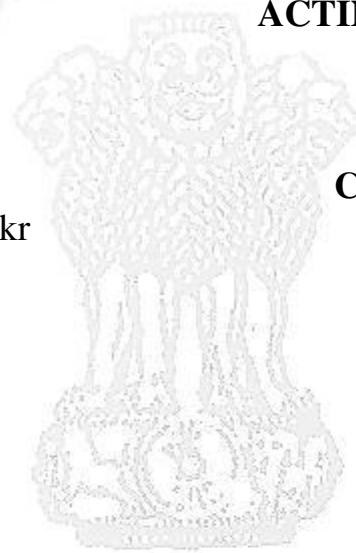
6. The scope of examination under Section 37 by this court is limited.

7. We don't find any merit in this appeal and application which are hereby dismissed.

ACTING CHIEF JUSTICE

C.HARI SHANKAR, J

FEBRUARY 06, 2018/kr



नित्यमेव जयते