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

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O.M.P. 371/2015

NATIONAL HIGHWAY AUTHORITY OF INDIA ..... Petitioner

Through: Mr.Arun Kumar Varma, Sr. Adv. with  
Mr.Kunal Dutta, Adv.

versus

AFCONS INFRASTRUCTURE LTD.

..... Respondent

Through: Mr.Manu Seshadri, Adv.

**CORAM:**

**HON'BLE MR. JUSTICE NAVIN CHAWLA**

**ORDER**

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**08.02.2019**

**IA 2013/2019**

1. This application has been filed by the petitioner seeking modification of the order dated 11.07.2018 passed by this Court, *inter alia* praying for the following reliefs:

*“(a) the part of the impugned award awarding the price adjustment for the period beyond March 2008, may be set aside.”*

2. The observation of this Court in the order dated 11.07.2018 passed in the above petition that is prayed to be set aside is in paragraph 18 of the said order, which reads as under:

*“18. The Arbitral Tribunal in paragraph 17.9 of the Impugned Award has recorded that the Engineer had allowed price adjustment for all the items of work carried during the Defect Liability Period freezing the indices prevailing on March, 2008. Admittedly, the period for completion of work has been extended by the petitioner itself till March, 2008, therefore, there is no question of any price adjustment being given to the petitioner for the period thereafter even in the Impugned Award.”*

3. The petitioner has already filed an appeal challenging the said order, being FAO(OS) No.181/2018 titled ***National Highway Authority of India vs. M/s AFCONS Infrastructure Ltd.*** Before the Division Bench, on 03.12.2018, counsel appearing for the petitioner/applicant had sought permission to seek clarification with regard to observations made in paragraph 18 of the above order dated 11.07.2018. Instead the present application has been filed, which is in the nature of seeking a review of the said order.

4. An application for review of the said order would clearly be barred by limitation.

5. Be that as it may, it is clarified that the Arbitral Tribunal had granted a claim on price adjustment in favour of the respondent for the work done beyond the extended completion date freezing the indices as on March, 2008. This would mean that for the work which was done beyond the stipulated date of completion, any escalation that took place beyond the extended date of completion was not granted in favour of the respondent.

6. In my view, this finding of the Arbitral Tribunal did not warrant any interference from this Court.

7. The application is disposed of with the above clarification.

**NAVIN CHAWLA, J**

**FEBRUARY 08, 2019**  
**RN**