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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION

COMMERCIAL ARBITRATION PETITION NO.592 OF 2019

Union of India	...Petitioner
V/s.	
Maharashtra Steel Fabricators & Erectors	...Respondent

Mr.T.J. Pandian for the Petitioner.

Mr.Uday Shankar Samudrala for the Respondent.

CORAM : R.D. DHANUKA, J.
DATE : 25TH SEPTEMBER, 2019.

P.C. :-

1. By this petition filed under section 34 of the Arbitration & Conciliation Act, 1996, the petitioner has impugned the arbitral award dated 18th December, 2018. The petitioner has impugned the arbitral award in respect of claim nos.3 to 7 i.e. claim nos.3 and 4 relating to price variation amount whereas claim nos.5, 6 and 7 are relating to interest on delayed payment.

2. Insofar as claim nos.3 and 4 are concerned, the petitioner has already paid the amount as awarded by the Arbitral Tribunal to the respondent. Mr.Samudrala, learned counsel for the respondent does not dispute this position.

3. Insofar as claim nos.5, 6 and 7 are concerned, Mr.Sadudrala, learned counsel for the respondent states on

instructions that the claims were awarded by the Arbitral Tribunal contrary to clauses 16(3) and 64(5) of the General Conditions of Contract and thus his client has no objection if the arbitral award in respect of these three claims is set aside. Statement is accepted.

4. I therefore, pass the following order :-

a). The arbitral award in respect of claim nos.5 to 7 is set aside.

b). Rest of the arbitral award is upheld.

c). The commercial arbitration petition is disposed of on aforesaid terms. There shall be no order as to costs.

(R.D. DHANUKA, J.)