

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

CR-3543-2019 (O&M)
Date of decision: 27.05.2019

M/s Apex Power Projects Pvt. Ltd.

...Petitioner

Versus

Dev Prakash Goel

...Respondent

CORAM: HON'BLE MR.JUSTICE H.S. MADAAN

Present: Mr. Yash Misra, Mr. Aditya Jain;
Ms. Ruchi Kohli and Ms. Rinky Khubani, Advocates
for the petitioner.

H.S. MADAAN, J. (Oral)

Briefly stated the facts of the case are that Sh. Dev Prakash Goel, Proprietor M/s Madhu Electricals 62A, 1st floor, Rani Jhasi Road, Delhi had placed an order with M/s Apex Power Projects Pvt. Ltd. East Laxmi Market Delhi for Supply, Installation, Testing, Commissioning and Handing Over of the Sub Station works for proposed residential development at Godrej Summit located at Sector 104, Gurgaon, Haryana. However, as per version of respondent Sh. Dev Prakash Goel of M/s Madhu Electricals, Gurgaon that two out of the four transformers supplied by M/s Apex Power Projects Pvt. Ltd. were in damaged condition as intimated by M/s Godrej Projects Development Pvt. Ltd. Resultantly, M/s Godrej Projects Development Pvt. Ltd. had not made payment to respondent and respondent could not make payment to the claimant. The dispute which arose between the parties was referred to

arbitration of Dr. Shiva Sharma, District & Sessions Judge (Retd.) Sole Arbitrator, MSMED Act, Gurgaon on behalf of M/s Madhu Electricals where respondent M/s Apex Power Projects, Gurgaon after appearance moved an application under Section 8 of the Arbitration & Conciliation Act, 1996 read with Order 1 Rule 10 of CPC for arraying M/s Godrej Projects Development Pvt. Ltd. as a party in the arbitration proceedings, which was opposed on behalf of the claimant. The Arbitrator, vide award dated 13.05.2019 dismissed the application with the following observations:-

- 6. The factual position is that the respondent placed Purchase Order with the claimant pursuant to its agreement with M/s Godrej Projects Development Pvt. Ltd. The claimant is not a signatory to the agreement between the respondent and M/s Godrej Projects Development Pvt. Ltd. Similarly, M/s Godrej Projects Development Pvt. Ltd. is also not a party to the Purchase Order placed by the respondent with the claimant. Thus there is no privity of contract between the claimant and M/s Godrej Projects Development Pvt. Ltd. For this reason, M/s Godrej Projects Development Pvt. Ltd. is not even a proper party for effective adjudication of the dispute in question. The documents commissioned into service by the learned counsel for the respondent may constitute defence evidence of the respondent depending upon probative value the said documents.*
- 7. On a conspectus of my above finding on the legal and factual aspects, I hold that M/s Godrej Projects Development Pvt. Ltd. is not a necessary party for effective adjudication of this arbitral reference. As a necessary concomitant, I hold that the present application is not maintainable. Resultantly, I dismiss this application but with no order as to costs at this stage.”*

Feeling aggrieved by the said order, applicant M/s Apex Power Projects Pvt. Ltd. has approached this Court, by way of filing the revision petition, praying that order under revision be set aside and the application filed by it be allowed.

I have heard learned counsel for the revisionist besides going through the record and I find that the impugned order is well reasoned, does not suffer from any illegality or infirmity, much less apparent on the face of it, which might have called for interference by this Court, while exercising revisional jurisdiction. The authority referred to by learned counsel for the revisionist i.e. **Chloro Controls (I) P. Ltd. Vs. Severn Trent Water Purification Inc. and Ors.** 2013(1) CTC 418 is not applicable due to different facts and circumstances of the case. Thus, finding no merit in the revision petition, the same stands dismissed.

27.05.2019

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(H.S. MADAAN)
JUDGE

Whether speaking/reasoned :	Yes	No
Whether Reportable :	Yes	No