

* IN THE HIGH COURT OF DELHI AT NEW DELHI

Reserved on: 12.04.2019

Date of Decision : 16.07.2019

+ O.M.P. 284/2015

CENTRAL WAREHOUSING CORPORATION Petitioner

Through: Mr.Harish Malhotra, Sr. Adv. with
Mr.K.K.Tyagi, Mr.Iftekhar Ahmad, Mr.Anoop
Kumar, Advs.

versus

INNOVATIVE B2B LOGISTICS SOLUTIONS PVT. LTD.

..... Respondent

Through: Mr.Sandeep Sethi, Sr. Adv. and
Mr.Sacchin Puri, Sr. Adv. with Mr.Rahul Khosla,
Mr.Pankaj Prakash, Mr.Kamil Khan, Mr.Sarang
Rastogi, Mr.Sandeep Kumar, Mr.Dhan Singh,
Advs.

CORAM:

HON'BLE MR. JUSTICE NAVIN CHAWLA

1. A common judgment has been passed with the lead case being O.M.P. 257/2015 titled *Innovative B2B Logistics Solutions Pvt.Ltd. v. Central Warehousing Corporation*. For the reasons stated therein, the petition partly succeeds to a limited extent. The parties shall bear their own costs.

2. A copy of the aforesaid order in O.M.P. 257/2015 is placed below.

NAVIN CHAWLA, J

JULY 16, 2019/RN

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

Reserved on: 12.04.2019

Date of Decision: 16.07.2019

+ O.M.P. 257/2015 & I.A. No.15697/2018

INNOVATIVE B2B LOGISTICS SOLUTION PRIVATE LIMITED

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Through: Mr.Sandeep Sethi, Sr. Adv. and
Mr.Sacchin Puri, Sr. Adv. with Mr.Rahul Khosla,
Mr.Pankaj Prakash, Mr.Kamil Khan, Mr.Sarang
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CENTRAL WAREHOUSING CORPORATION Respondent

Through: Mr.Harish Malhotra, Sr. Adv. with
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Kumar, Advs.

(18) O.M.P. 284/2015

CENTRAL WAREHOUSING CORPORATION Petitioner

Through: Mr.Harish Malhotra, Sr. Adv. with
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HON'BLE MR. JUSTICE NAVIN CHAWLA

1. These petitions under Section 34 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as the 'Act') have been

filed by the parties to the arbitration proceedings challenging the Arbitral Award dated 17.01.2015 passed by the Sole Arbitrator adjudicating the disputes that have arisen between the parties in relation to the 'Strategic Alliance Agreement' dated 28.02.2008 executed between the parties. While Innovative B2B Logistics Solutions Pvt. Ltd. (hereinafter referred to as the 'petitioner') has challenged the entire Arbitral Award, Central Warehousing Corporation (hereinafter referred to as the 'respondent') has partly challenged the Arbitral Award on certain relief granted in favour of the petitioner by the Sole Arbitrator.

2. As noted hereinabove, the disputes between the parties are in relation to the Strategic Alliance Agreement dated 28.02.2008 (hereinafter referred to as the 'Agreement'). While it is the case of the petitioner that in terms of the said Agreement, the petitioner was to be handed over the entire infrastructure at Central Warehouse, Kalamboli which was spread over a total area of 89,951 sq. mtrs., it is the case of the respondent that in terms of the Agreement, only the actual area required for the rail network plus a row of three covered warehouses admeasuring 8020 sq. mtrs. were to be handed over by the respondent to the petitioner. The Arbitrator has agreed with the submission of the respondent.

3. The learned senior counsel for the petitioner, relying upon the recital B and C, definition of 'Facility' and 'Premises or Project' in Article 1.1, Article 2.1, Article 2.6, 4.1, 4.1(i), 4.2, 4.3, 4.4, 5.2, 5.6, 5.8 and 6.1 of the Agreement, submits that a joint reading of these Clauses of the Agreement would clearly show that the entire area of 89,951 sq. mtrs. was to be given to the petitioner by the respondent. He further submits

that the Arbitrator has wrongly placed reliance on the Request for Proposal (RfP) to deny the claim of the petitioner inasmuch as, in the RfP, the separate area of domain to be created in favour of the petitioner was identified only for the area where rail lines were to be laid down; the same did not in any way restrict the area covered under the warehousing infrastructure, which was 89,951 sq. mtrs., that was to be managed, maintained and operated by the petitioner. He submits that this intent of the Agreement was further proved by the fact that the respondent had, infact, handed over an area of 35,699 sq. mtrs., which was much more than the area of 17000 sq. mtrs. approximately that was required for two rail lines and the area of the three covered warehouses. He submits that for this additional area, no rent invoice was raised by the respondent on the petitioner. He further submits that the Arbitrator has wrongly relied upon the petitioner's letter dated 10.06.2008, as the same, being inconsistent with the express terms of the Contract, could not have been used to over-write the terms of the Agreement.

4. I have considered the submissions made by the learned senior counsel for the petitioner, however, find no merit in the same.

5. The Arbitrator in the Impugned Award has placed reliance on the 'NOTE' in the RfP which clearly stipulated that out of the total land area of 89,951 sq. mtrs. at Kalamboli Complex, only the actual area required for the rail network plus a row of three covered warehouses measuring 8020 sq. mtrs. will be handed over to the successful bidder as their domain. The Arbitrator has further placed reliance on various correspondences exchanged between the parties wherein additional area

was allowed by the respondent to the petitioner upon payment of additional charges. The Arbitrator further notes that for the first time the claim over the entire land was raised by the petitioner only by its letter dated 18.11.2009. This was immediately challenged by the respondent by its letter dated 19.11.2009 on the ground that the petitioner was entitled to only the actual area of rail line and a row of three warehouses having an area of 8020 sq. mtrs. The Arbitrator has further considered the various terms of the Agreement, including the ones mentioned hereinabove, to conclude that the petitioner's claim over the entire land / warehousing infrastructure at Kalamboli was not justified.

6. As held by the Supreme Court in *Associate Builders vs. Delhi Development Authority* (2015) 3 SCC 49, interpretation of the Agreement by the Arbitrator cannot be interfered with unless it is held that no fair minded or reasonable person could have arrived at such an interpretation. I may only quote the relevant paragraphs of the judgment as under:

“42. In the 1996 Act, this principle is substituted by the “patent illegality” principle which, in turn, contains three subheads:

xxxxxx

42.3. (c) Equally, the third subhead of patent illegality is really a contravention of Section 28(3) of the Arbitration Act, which reads as under:

“28. Rules applicable to substance of dispute. (1)-(2)

(3) In all cases, the Arbitral Tribunal shall decide in accordance with the terms of the contract and shall take into account the usages of the trade applicable to the transaction.”

This last contravention must be understood with a caveat. An Arbitral Tribunal must decide in accordance with the terms of the contract, but if an arbitrator construes a term of the contract in a

reasonable manner, it will not mean that the award can be set aside on this ground. Construction of the terms of a contract is primarily for an arbitrator to decide unless the arbitrator construes the contract in such a way that it could be said to be something that no fair-minded or reasonable person could do.

43. In *McDermott International Inc. v. Burn Standard Co. Ltd.*, (2006) 11 SCC 181 this Court held as under: (SCC pp. 225-26, paras 112-13)

“112. It is trite that the terms of the contract can be expressed or implied. The conduct of the parties would also be a relevant factor in the matter of construction of a contract. The construction of the contract agreement is within the jurisdiction of the arbitrators having regard to the wide nature, scope and ambit of the arbitration agreement and they cannot be said to have misdirected themselves in passing the award by taking into consideration the conduct of the parties. It is also trite that correspondences exchanged by the parties are required to be taken into consideration for the purpose of construction of a contract. Interpretation of a contract is a matter for the arbitrator to determine, even if it gives rise to determination of a question of law. [See *Pure Helium India (P) Ltd. v. Oil and Natural Gas Commission*, (2003) 8 SCC 593; 2003 Supp (4) SCR 561 and *D.D.Sharma v. Union of India*.] (2004) 5 SCC 325.

113. Once, thus, it is held that the arbitrator had the jurisdiction, no further question shall be raised and the court will not exercise its jurisdiction unless it is found that there exists any bar on the fact of the award.”

44. In *MSK Projects (I) (JV) Ltd. v. State of Rajasthan*, (2011) 10 SCC 573; 2012 3 SCC (Civ) 818, the Court held : (SCC pp. 581-82, para 17)

“17. If the arbitrator commits an error in the construction of the contract, that is an error within his jurisdiction. But if he wanders outside the contract and deals with matters not allotted to him, he commits a jurisdictional error. Extrinsic evidence is admissible in such cases because the dispute is not something which arises under or in relation to the contract or dependent on the construction of the contract or to be determined within the

award. The ambiguity of the award can, in such cases, be resolved by admitting extrinsic evidence. The rationale of this rule is that the nature of the dispute is something which has to be determined outside and independent of what appears in the award. Such a jurisdictional error needs to be proved by evidence extrinsic to the award. (See *Gobardhan Das v. Lachhmi Ram*, AIR 1954 SC 689, *Thawardas Pherumal v. Union of India*, AIR 1955 SC 468, *Union of India v. Kishorilal Gupta & Bros.*, AIR 1959 SC 1362, *Alopi Parshad & Sons Ltd. v. Union of India*, AIR 1960 SC 588, *Jivarajbhai Ujamshi Sheth v. Chintamanrao Balaji*, AIR 1965 SC 214 and *Renusagar Power Co. Ltd. v. General Electric Co.* (1984) 4 SCC 679: AIR 1985 SC 1156)”

45. In *Rashtriya Ispat Nigam Ltd. v. Dewan Chand Ram Saran*, (2012) 5 SCC 306, the Court held: (SCC pp. 320-21, paras 43-45)

“43. In any case, assuming that Clause 9.3 was capable of two interpretations, the view taken by the arbitrator was clearly a possible if not a plausible one. It is not possible to say that the arbitrator had travelled outside his jurisdiction, or that the view taken by him was against the terms of contract. That being the position, the High Court had no reason to interfere with the award and substitute its view in place of the interpretation accepted by the arbitrator.

44. The legal position in this behalf has been summarised in para 18 of the judgment of this Court in *SAIL v. Gupta Brother Steel Tubes Ltd.* [(2009) 10 SCC 63: (2009) 4 SCC (Civ) 16] and which has been referred to above. Similar view has been taken later in *Sumitomo Heavy Industries Ltd. v. ONGC Ltd.* [(2010) 11 SCC 296: (2010) 4 SCC (Civ) 459] to which one of us (Gokhale, J.) was a party. The observations in para 43 thereof are instructive in this behalf.

45. This para 43 reads as follows: (*Sumitomo case* [(2010) 11 SCC 296 : (2010) 4 SCC (Civ) 459] , SCC p. 313)

43. ... The umpire has considered the fact situation and placed a construction on the clauses of the agreement which according to him was the correct

one. One may at the highest say that one would have preferred another construction of Clause 17.3 but that cannot make the award in any way perverse. Nor can one substitute one's own view in such a situation, in place of the one taken by the umpire, which would amount to sitting in appeal. As held by this Court in Kwaliti Mfg. Corpn. v. Central Warehousing Corpn. [(2009) 5 SCC 142 : (2009) 2 SCC (Civ) 406] the Court while considering challenge to arbitral award does not sit in appeal over the findings and decision of the arbitrator, which is what the High Court has practically done in this matter. The umpire is legitimately entitled to take the view which he holds to be the correct one after considering the material before him and after interpreting the provisions of the agreement. If he does so, the decision of the umpire has to be accepted as final and binding.”

7. In ***National Highways Authority of India v. ITD Cementation India Ltd.***, (2015) 14 SCC 21, the Supreme Court reiterated this principle as under:

“25. It is thus well settled that construction of the terms of a contract is primarily for an arbitrator to decide. He is entitled to take the view which he holds to be the correct one after considering the material before him and after interpreting the provisions of the contract. The Court while considering challenge to an arbitral award does not sit in appeal over the findings and decisions unless the arbitrator construes the contract in such a way that no fair-minded or reasonable person could do.”

8. In the present case, I do not find any such case of perversity being made out by the petitioner.

9. As far as the excess area being in possession of the petitioner for which petitioner is not being charged, the learned senior counsel for the

respondent has drawn my reference to letters dated 10.03.2008, 15.10.2012, 13.01.2014 and 10.04.2014 to contend that not only was the petitioner made aware that it would be charged extra for the additional land, but also that the amount was being claimed for this additional land under the heading 'Domestic Operations'. In view of the same, I find no merit in the submissions of the learned senior counsel for the petitioner.

10. The next challenge of the petitioner to the Impugned Award is on the ground that the Arbitrator has failed to appreciate that for the rights of the petitioner granted under the Agreement to be effective, the respondent was under an obligation to obtain necessary approvals from the Customs Authorities. Placing reliance on the Handling of Cargo in Customs Areas Regulations, 2009 and the Customs Circular dated 25.07.2008, the learned senior counsel for the petitioner submits that transfer of Custom Bonded Area or its management to a third party in any manner was prohibited. In the present case, the petitioner was in exclusive possession of the area handed over to it in the Bonded Area for running its operation and laying down rail tracks. The petitioner was even claiming Service Tax from the respondent on the basis of the Agreement having created a lease in the land in favour of the petitioner. The illegality in the Agreement was later realized by the parties whereafter they agreed to make amendments to the Agreement. The Arbitrator, however, instead of holding that the Agreement cannot, therefore, be enforced, has merely directed the respondent to amend the Agreement to bring it in conformity with the Customs Regulations.

11. On the other hand, the learned senior counsel for the respondent, while defending the Award on this issue, has submitted that under the Agreement only a right to manage and operate rail link facility was given to the petitioner and no sublease in the land was created in favour of the petitioner. He further submits that the petitioner was well aware of all permissions that may be required to carry out such business, including from the Customs Authorities. He submits that the petitioner has failed to substantiate its claim as the petitioner failed to show that it was ever prevented or restricted from carrying out its business by the Customs Authorities. He submits that the petitioner stopped undertaking export and import business because it could not attract business due to its own failures and lack of proper marketing strategies. Infact, on 14.05.2009, at the insistence of the petitioner, the respondent obtained permission from the Customs Authorities for starting rail side operation for domestic Cargo / container and an area of 32,800 sq. mtrs. out of total area of 35,699 sq. mtrs. under the control of the petitioner was de-notified on 27.05.2009 by the Commissioner of Customs for carrying out of the domestic operation by the petitioner.

12. I have considered the submissions made by the learned senior counsels for the parties. The Arbitrator on this issue has, *inter alia*, observed as under in the Impugned Award:

“(iv) In their defence statement (pages 56 to 60) the Respondents have strongly refuted the contention of the Claimants. Briefly stated, their submission is that the two cases cited by the Claimants, viz Kalamboli and Bangalore are not alike and a conclusion based on a comparison of the two is unwarranted. Moreover, as a Custodian of the warehouse at Kalamboli, the

Respondents were already having permission/Customs Notification for operating CFS/Bonded Warehouse at Kalamboli before entering into strategic alliance agreement and the claimant was well aware of the same. Since the required activities were carried out by the Respondents as the Custodian up to June, 2012 and no rights of custodianship were given to the Claimants, no separate permission for them was required. They have also pointed out that in the past the Claimants have undertaken export/import business at Kalamboli warehouse and customs related activities pertaining to such business were facilitated by the Respondents as Custodian. Therefore they aver that if in the past shortfalls have taken place in their exim related business or if they have stopped undertaking exim business from June, 2012, the same cannot be attributed to any action or inaction of the Respondents. Rather there may be deficiencies in the service that the Claimants provide or their marketing failure which is the basic cause of problems that they may be facing on the exim front.

(v) There seems to be a lot of substance in the averments made by the Respondents. There is nothing on record to show that the Respondents may have been responsible for shortfalls in the Claimants' exim business. On the other hand, the Claimants' letter dated 05.12.2008 (filed as Exhibit R-22 at page 179 of defence statement) and letter dated 14.04.2009 (filed as Exhibit R-27 in defence statement) indicate quite clearly that not all was well with their business planning and operation. In the letter dated 05.12.2008, they have requested the Respondents to defer the quarterly payments so that they can concentrate on marketing etc. In the subsequent letter dated 14.04.2009, the status of the Claimants's exim business comes out more clearly. In this letter they have brought out that in the month of February, 2009 the volume of agri exports have seen a drop of 90% whereas their Kalamboli business model was based on this; that, their competitors have reduced their tariff by 40% which they are unable to match due to high fixed costs; that, their entire planning was based on EXIM volumes (which attracts higher tariff and rentals) etc. Due to these adverse circumstances, they requested the Respondents to convene a meeting and consider their plea for reduction of rental. It is obviously these adverse circumstances,

and not any action or inaction of the Respondents which resulted in loss of exim traffic to the Claimants. Therefore it is difficult to sustain their claim of presumptive loss on this account, with the exception of relief provided in para 10 (iv) below.”

13. From the reading of the above findings of the Arbitrator, it would be evident that the Arbitrator has laid emphasis on the fact that the petitioner has been unable to show any difficulties or loss suffered by it due to any issue with the Customs Authorities with respect to the Agreement in question. Even in these proceedings the petitioner has been unable to produce any document in support of its claim barring referring to the Regulations and the Circular as noted hereinabove. I may also note that on the insistence of the petitioner, the respondent had obtained permission from the Customs Authorities whereby 32,800 sq. mts out of the total area of 35,699 sq. mts was de-notified for domestic cargo/container operations on 27.03.2009 thus leaving an area of only 2899 sq.mts for EXIM operations. I may further note that the petitioner vide its letter dated 14.04.2009 itself admitted that EXIM trade since October, 2008 and particularly in February and March, 2009 saw a drop of over 20% in value terms as also Agri Exports in the month of February saw a drop of 90%. Therefore, as far as rejection of monetary claim of the petitioner on account of the Agreement not being in conformity with Customs Regulations and Circulars, no fault can be found with the Award.

14. In a meeting held on 12.03.2013, on a plea raised by the petitioner that the Customs Authorities were not recognizing them as an operator for the EXIM Cargo, the respondent had suggested suitable amendment

in the Agreement so as to make it compliant with the Customs Regulations. The Arbitrator, therefore, while rejecting the financial claim of the petitioner of presumptive loss on the allegation of the Agreement not being in conformity with the Regulations, in the final direction, directed the respondent to carry out suitable amendments in the Agreement. The respondent is, in fact, aggrieved of this direction as it submits that any amendment to the Agreement would require participation of the petitioner and therefore, the direction from the Arbitrator should have been to both the parties.

15. From the reading of the Award, it is apparent that the Arbitrator has not gone into the issue of whether the Agreement is in violation of any Regulations or Circulars of the Customs Authorities. In fact, both the parties are aggrieved due to such non-determination. The final direction of the Arbitrator is also vague in this regard. He does not specify what kind of amendment would be required in the Agreement and to what effect. The Award to this extent, therefore, cannot be sustained. However, as far as the rejection of the monetary claim of the petitioner on this account, I find no substance in the challenge of the petitioner and the same is rejected.

16. The learned senior counsel for the petitioner further challenges the restriction of the relief to 50% of the variable fee for the period 07.06.2013 to 31.01.2014, when the licence of the respondent to deal with EXIM Cargo as custodian had been suspended by the Customs Authorities. He submits that for this period at least, the petitioner should have been granted full relief.

17. On the other hand, the learned senior counsel for the respondent challenges the grant of even this limited relief on the ground that the petitioner having itself stopped the EXIM business from June, 2012, cannot claim any relief on the basis of a subsequent suspension of EXIM licence.

18. The Arbitrator has held that though the petitioner had unilaterally stopped the EXIM business in June, 2012, there was prohibition on it from doing such business during the period when the licence of the respondent was suspended by the Customs Authorities. The Arbitrator, therefore, has granted a presumptive loss in form of 50% of the variable charges in favour of the petitioner for this period of suspension of licence. In my view, the approach of the Arbitrator cannot be said to be unreasonable or perverse. He has tried to balance the claims and counter claims of the parties to a reasonable extent and therefore, the Award does not deserve any interference on this ground.

19. The learned senior counsel for the petitioner further submitted that the Arbitrator has arbitrarily restricted the relief to the petitioner to the extent of 50% of variable charges for the period January, 2009 to May, 2009 in spite of concluding that as a result of bonding of the entire warehouse facility, the petitioner was not able to undertake the domestic cargo business during this period.

20. On the other hand, the learned senior counsel for the respondent submits that the finding of the Arbitrator that the petitioner was allowed Domestic Traffic Movement by road under the Agreement, is itself contrary to the Agreement.

21. I have considered the submissions made by the learned senior counsel for the parties, however, find no merit in the same. The Arbitrator has held that there is no reason to restrict the domestic cargo movement only through rail. I see no reason to differ from such finding. On the issue of relief for delay in debonding, the Arbitrator has held that in the absence of precise figures of the share of domestic and EXIM traffic in the total volume of traffic handled, which results in petitioner's liability to pay variable fees, relief to the extent of 50% of the variable charges are deemed reasonable. The Arbitrator having made his assessment on the basis of the evidence adduced, the same does not warrant any interference from this Court.

22. Learned counsel for the respondent further challenges the Award on account of relief being granted to the petitioner for the terminal remaining closed for the period 03.05.2011 to 28.10.2011. He submits that nothing has been placed on record to suggest that the Terminal operations were closed for the said period on account of either the absence of Advance Rate Notification (ARN) or on account of some instructions/orders from either the petitioner or the Railways. He further submits that the issue of stoppage of train movement, if any, was one between the petitioner and the Railways and the petitioner should have handled the issue on its own.

23. I have considered the submissions made by the learned counsel for the respondent. The Arbitrator on this issue, *inter-alia*, observed as under:

“Their stand on this issue is difficult to support. Since they are operating their business at the same premises side by side with the claimant, lack of a definitive statement on closure of the rail link for a certain period and an expression like “if any” would only lead to a conclusion that they lack conviction in their statement. In fact there is no clause in the agreement which prohibits the claimants from entering into siding agreement with the Railways and if the intention was that the Respondents should enter into siding agreement with the Railways and claimant should be designated only as a co-user, as authors of the agreement the Respondents should have added a suitably worded clause in the agreement which they have not done. Therefore, this claim has not been proved by the Respondents as untenable. The fact remains, however, that the terminal remained closed from 3 May, 2011 to 28th Oct, 2011 which in the absence denial by the Respondents, qualifies for some part relief.”

24. The above finding being based on the evidence led by the parties before the Arbitrator, cannot be interfered with by this Court in exercise of its power under Section 34 of the Act.

25. On the other hand, the learned counsel for the petitioner submits that though the Arbitrator has held that the petitioner is entitled to relief on account of terminal being closed, has failed to quantify such relief and therefore, the Award on this aspect is liable to be set aside.

26. I cannot agree with the above submission of the petitioner. The Arbitrator in the Impugned Award has held as under:

“For the reason adequately explained in paragraph 8.4 above, this claim is awarded in favour of the claimant to the extent that they may be exempted from “payment of fixed and variable charges from 3rd May, 2011 to 28th October,

2011. Respondent will make the suitable adjustment in the claimant's liability accordingly."

27. From the reading of the above, it is clear that the Arbitrator has exempted the petitioner from variable and fixed charges for the period of 03.05.2011 to 28.10.2011 while directing the respondent to make suitable adjustment for the same. Therefore, the challenge of the petitioner on this account cannot be sustained.

28. The learned counsel for the respondent further challenges the release of Earnest Money Deposit (EMD) of Rs. 10,00,000/- in favour of the petitioner by the Arbitrator. He submits that as an essential requirement under the Tender Documents all consortium members alongwith respondent were required to sign the Agreement since the Agreement was signed by respondent and not other consortium members, the EMD does not match the exact pro-forma mentioned in the Tender Documents and hence the EMD can only be returned once this discrepancy is removed.

29. The Arbitrator in this regard has held as under:-

"10.1 (d).....During verbal arguments it transpired that the Respondents have not refunded it as yet because the agreement has not been signed by all members of the consortium. This is strange logic. If this is what has been bothering the Respondents, one fails to understand why at all in the first place did they sign the agreement on 28.02.2008 when other members of the consortium were not present? Why was this issue not raised then and the signing ceremony called off? Moreover, the Claimants have stated verbally that the composition/ownership structure of the company has since undergone a change and the very same parties who had formed the consortium prior to

bidding are not on board now. Therefore it is pointless at this stage to continue raising this issue ad-infinitem. The Respondents are therefore directed to refund the earnest money of Rs. 10 Lakhs to the Claimants within a period of one month from the date of this award.”

30. I do not find any reason to interfere with the above reasoning of the Arbitrator. The challenge of the learned counsel for the respondent, therefore, cannot be sustained.

31. In view of the above, the petitions partly succeed to a limited extent as stated hereinabove. The parties shall bear their own costs of the petitions.

NAVIN CHAWLA, J

JULY 16, 2019
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