

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated: **12.03.2020**

CORAM

THE HON'BLE Mr.JUSTICE M.SUNDAR

O.P.No.59 of 2010

The Superintending Engineer (H) Chennai Circle,
No.299, Anna Salai (Near Gemini Flyover),
Chennai-600 006.

.. Petitioner

Vs.

1. T.G.D. and Sons Engineering Contractors (P) Ltd.,
Plot No.68, 2nd Sector, 8th Street, K.K.Nagar,
Chennai-600 078.

2. A.Sampath kumar, B.E.,

3. P.Govindan, B.E.,

4. P.D.S.Dharmaseelan, B.E.,

.. Respondents

This Original Petition filed under Section 34 of the Arbitration and Conciliation Act, 1996, praying to set aside the impugned award dated 30.6.2009 passed by the respondents 2 to 4 herein.

For Petitioner : Mr.Sri Charan Rangarajan
Special Government Pleader (CS)

For Respondents : Mr.V.Elangovan
for Mr.MBS.Doraisamy for R1
R2 to R4 - Arbitrators

ORDER

This vintage 'Original Petition' (hereinafter 'OP' for the sake of brevity) was presented in this Court more than one decade ago, to be precise on 16.09.2009. Instant OP has been filed under Section 34 of 'The Arbitration and Conciliation Act, 1996 (Act 26 of 1996)', (hereinafter 'A and C Act' for the sake of brevity and clarity) assailing an Arbitral award dated 30.06.2009. As instant OP is one under Section 34 of A and C Act, it is necessary to look at sub Section (6) of Section 34 of A and C Act and the observation made by Hon'ble Supreme Court in this regard in ***State of Bihar Vs. Bihar Rajya Bhumi Vikas Bank Samiti*** reported in (2018) 9 SCC 472, Sub-section (6) of section 34 of A & C Act lays down that an application assailing an Arbitral Award under Section 34 of A and C Act shall be disposed of expeditiously and it lays down a time line of one year from the date on which, notice under Sub Section (5) of Section 34 of A and C Act is served on the other party. In the instant case, the arbitral proceedings as well as instant OP are prior to 23.10.2015, i.e., prior to insertion of Sub Sections (5) to (6) of Section 34 of A and C Act and therefore, the occasion to issue notice under Sub Section (5) did not arise. In any event, in ***Bihar Rajya Bhumi Vikas Bank Samiti*** case, Hon'ble Supreme Court held that

Sub Section (5) is directory and not mandatory. In this view of the matter, though ***Bihar Rajya Bhumi Vikas Bank Samiti*** case law is an Authority for the broad proposition that sub Section (5) of Section 34 is directory and not mandatory the observation made by Hon'ble Supreme Court regarding Sub Section (6) needs to be borne in mind. This is mentioned without going to the question regarding amendments to A and C Act on and from 23.10.2015 and applicability of same to pre 23.10.2015 proceedings. Relevant paragraph in ***Bihar Rajya Bhumi Vikas Bank Samiti*** case (containing the observation regarding time line) is paragraph 26 and the same reads as follows :

'26. We are of the opinion that the view propounded by the High Courts of Bombay and Calcutta represents the correct state of the law. However, we may add that it shall be the endeavour of every court in which a Section 34 application is filed, to stick to the time-limit of one year from the date of service of notice to the opposite party by the applicant, or by the Court, as the case may be. In case the Court issues notice after the period mentioned in Section 34(3) has elapsed, every court shall endeavour to dispose of the Section 34 application within a period of one year from the date of filing of the said application, similar to what has been provided in Section 14 of the Commercial Courts, Commercial Division and Commercial Appellate Division of High Courts Act, 2015. This will give effect to the object

sought to be achieved by adding Section 13(6) by the 2015 Amendment Act.'

2. This Court opened this order by describing instant OP as a vintage OP, but in the light of the aforementioned time line and observation made by Hon'ble Supreme Court in ***Bihar Rajya Bhumi Vikas Bank Samiti*** case law, it would be more appropriate to describe instant OP as ancient.

3. Be that as it may, there are two significant facets of proceedings under Section 34 of A and C Act and this Court considers it appropriate to set out the same. One facet of Section 34 of A and C Act is, it is neither an appeal nor a revision and it is not even a full-fledged judicial review. In other words, it is a limited judicial review within the contours and confines of Section 34 of A and C Act. By contours and confines of Section 34 of A and C Act, this Court refers to the 8 slots adumbrated in Section 34 of A and C Act being under which, an arbitral award can be dislodged/set aside. This Court chooses to use the term slots and not grounds as an OP under Section 34 is not an appeal (to be noted, it was not even a revision or full-fledged judicial review). In this regard, the language in which Section 34 of

A and C Act is couched, makes it clear that a challenge to an arbitral award shall be by way of an application but, in this Court, nomenclature OP is being given and therefore, same nomenclature is being referred to in this order. The second significant facet of Section 34 of A and C Act is that proceedings under Section 34 of A and C Act are summary proceedings. This was laid down by Hon'ble Supreme Court in the case of **Fiza Developers & Inter – Trade (P) Ltd. Vs. AMCI (India) (P) Ltd.**, reported in (2009) 17 SCC 796. This **Fiza Developers** case was reiterated by Hon'ble Supreme Court subsequently in **Emkay Global Financial Services Ltd. v. Girdhar Sondhi** reported in (2018) 9 SCC 49, wherein it was held that **Fiza Developers** case is a step in the right direction.

4. To put in a nutshell, two significant facets of challenge to an arbitral award under Section 34 of A and C Act, are (a) limited judicial review within the contours and confines of Section 34 of A and C Act (not an appeal or a revision) and (b) it is a summary procedure.

5. Instant OP, which has been described as vintage OP by this Court is being taken up and disposed of bearing in mind the aforesaid facets of

Section 34 of A and C Act. Therefore, it is necessary to give short facts. Entire lis pertains to a contract made in 1999 (traceable to a tender notice dated 22.02.1999 bearing no.3/99/D1) and this contract is for what is described inter-alia as 'Improvements to Radial Roads around Chennai City'. This shall hereinafter referred to as 'said contract' for the sake of convenient and clarity. While petitioner in instant OP is State, first respondent is the contractor qua said contract. This Court is informed that first respondent company, which is a private limited Company, registered under The Companies Act, 1956, is a closely held company, wherein, there were only two directors and the two directors were father and son i.e., father Deivasigamani and his son Nandagopal. This Court is also informed that these two directors hold all the shares in the contractor company. Father Deivasigamani died on 27.08.2010. This brought the number of directors in the contractor company below the minimum requisite statutory limit i.e., two. Legal heirs certificates of Deivasigamani has been produced before this Court. Though Deivasigamani left behind two legal heirs, one of the legal heirs has no stakes in contractor company. This Court is informed that the lone contractor/share holder i.e., Nandagopal did not take steps to have another director appointed.

6. When proceedings stood thus, Nandagopal was also disqualified of Directorship on 01.11.2016, he challenged the disqualification vide two writ petitions in WP.Nos.28975, 28977 of 2019 before this Court and both the writ petitions came to be dismissed by order dated 27.01.2020. Therefore, Nandagopal, who is not a Director of Contractor Company continues to be a share holder but, he has not taken any steps to have directors appointed, so that instructions can be given to the counsel for Contractor Company. However, Mr.Elangovan, learned counsel is before this Court. To be noted, learned counsel had entered appearance on behalf of Contractor Company, but he has now reported no instructions. In this regard, proceedings made by this Court in instant OP on 20.02.2020 and 09.03.2020 are relevant and the same read as follows:

'Proceedings dated 20.02.2020

It is informed that the order which disqualified all the Directors of the respondent company was challenged as a batch has been dismissed by the orders of this Court dated 27.01.2020.

2. The counsel who was appearing for the company would submit that they are challenging the said order in Appeal.

3.A peculiar situation has arisen in the instant case wherein both the Directors of the Company have been disqualified and there is need to authorise the counsel who had

appeared earlier on behalf of the respondent to continue in the proceedings.

4. The Special Government Pleader would submit that the situation still persists from the year 2016 and the proceedings in the OP are not moving forward. He would submit that arguments have been heard in great detail twice over and had to be stopped midway as there being no representation on behalf of the respondent.

5. In fact, the learned counsel for the respondent who had appeared for the respondent company had submitted that he had no instructions to proceed in the matter. The learned counsel for the respondent company once again appeared before this Court and submitted that one of the directors contacted them that they would take steps to have the company represented at the earliest.

6. It is needless to state that if such an arrangement is not made and considering the fact that from the year 2016 the current situation is existing, the matter will be finally heard.

7. Post the matter on 09.03.2020 under the caption “for orders”.

Proceedings dated 09.03.2020

'Read this in conjunction with and in continuation of earlier proceedings of this Court dated 20.02.2020 made by Hon'ble predecessor Judge.

2. Today, Mr.Sri Charan Rangarajan, learned Special Government Pleader, assisted by Mr.Amogh Simha, is before this

Court and learned State counsel is ready, but a short accommodation is sought by learned counsel Ms.A.Lavanya, representing Mr.S.Duraisamy, learned counsel. It is not clear as to the basis on which this accommodation is sought as Hon'ble predecessor Judge on 20.02.2020 has recorded that counsel for first respondent has reported 'no instructions' post disqualification of Directors qua contesting first respondent company.

Be that as it may, learned State counsel adverting to proceedings prior to 20.02.2020 points out that this matter has a chequered history. This aspect of the matter will be examined in the next listing.

List under the same caption on 12.03.2020'

7. In the aforesaid matter, this Court considers it appropriate to make a reference of Section 3(1)(a) of The Companies Act, 2013, which reads as follows:

'3.(1) A company may be formed for any lawful purpose by-
(a) seven or more persons, where the company to be formed is to be a public company.'

8. In the light of the narrative thus far which inter-alia sets out the trajectory of this matter as instant OP is an ancient OP, this Court embarked upon the exercise of hearing counsel for petitioner.

9. Before this Court embarks upon the exercise of examining the submissions, setting out dispositive reasoning and disposing of instant OP, it is necessary to make it clear that State counsel raised very many points including limitation and therefore, this Court deems it appropriate to examine limitation point first.

10. To be noted, respondents 2 to 4 in instant OP are the three individuals, who constituted the three member Arbitral Tribunal, which made the impugned award. There were as many as nine heads of claims made by the Contractor Company in its capacity as claimant before Arbitral Tribunal and while the verdict of Arbitral Tribunal is unanimous with regard to some claims, there is a dissent by one of the Arbitrators with regard to other claims. In this regard, a chart placed before this Court by the State counsel can be usefully referred to and therefore, the same is reproduced infra:

'CLAIMS

CLAIM NO.	AMOUNT CLAIMED BEFORE THE TRIBUNAL	UNANIMOUS AWARD	MAJORITY AWARD (2 Arbitration)	DISSENT
1.Revision of Rates	2,70,98,600	-	1,18,51,651/-	Rejected
2.Idle Charges for tools and machinery	5,45,64,000	Rejected	-	-
3.Tack Coat	11,70,000	Rejected	-	-
4.RCC KERB	5,06,800	8,61,965	-	-
5.Manual Labour Welfare End	4,10,768	Rejected	-	-
6.Left Over Measurements	1,23,70,100	1,03,52,374	-	-
7.Difference of Bitumen Quality	18,63,336	18,97,436	-	-
8A.Loss of Overhead and Profit	1,61,55,906	-	1,35,76,232	Rejected
8B.Loss of profit for the past 6 years due to loss of turnover	6,67,18,656	Rejected	-	-
TOTAL	18,08,58,176	1,31,11,775(A)	2,54,27,883 (B)	
COST		7,22,000 (C)		
TOTAL AWARD (A+B+C)		Rs.3,92,61,6588/-		

11.As this Court proceeds to examine limitation, it is not necessary to advert to the above chart in great detail and dilate on the same now. For the purpose of limitation, it is necessary to look at the Arbitration Agreement between the parties being arbitration agreement within the meaning of Section 2(1)(b) read with Section 7 of A and C Act. Relevant covenant in said contract as 4.63, and the same reads as follows:

'4.63 Settlement Disputes

If any dispute or difference of any kind whatever (the decision whereof is not herein otherwise provided for) stufferise between the Engineer and the Contractor in connection with, or arising out of the contract, or the execution of the works, whether during the progress of the works of after their completion and whether before or after the termination abandonment of breach of contract, it shall, in the first place, be referred to and settled by the Engineer who shall, within a period of sixty days after being requested in writing by the Contractor to do so, give written notice of his decision to the Contractor. Subject to arbitration, as hereinafter provided, such decision in respect of whatever, matter so referred shall be final and binding upon the Employer and the Contractor and shall forthwith be given effect to by the Contractor, who shall proceed with the execution of the works with all due diligence whether he or the Employer requires arbitration, as hereinafter provided, or not. If the Engineer has given written notice of his decision to the Contractor and no claim to arbitration has been communicated to him by the Contractor within a period ninety days from receipt of such notice the said decision shall remain final and binding upon the Contractor. If the Engineer shall fail to give notice of his decision, as aforesaid, within a period of sixty days after being requested the aforesaid or if the Contractor be dissatisfied with any such decision, then and in an, such case, the Contractor may within ninety days of receiving notice of such decision, as the case may be required that the matter or matters in dispute be referred to arbitration as hereinafter provided.

If the Contractor does not make any demand for arbitration in respect of any claims based upon the decision of the Engineer within ninety days of receipt of such decisions, the claim of the Contractor shall be deemed to

have been waived and absolutely barred and the Employer shall be discharged of all liabilities under the contract in respect of such claims.

All disputes of differences in respect of claims which the decision, if any of the Engineer has not become binding as aforesaid shall, on the initiative of the Contractor be referred to the adjudication of a committee of three arbitrators. The committee shall be composed of one arbitrator to be nominated by the Engineer, one to be nominated by the Contractor and the third, who will also act as the Chairman of the committee, to be nominated by the Government of Tamil Nadu. If either of the parties abstain or fail to appoint his arbitrator, will in sixty days after receipt of notice for the appointment of such arbitrator, upon the Secretary, Highways Department, Government of Tamil Nadu shall appoint such arbitrator(s). A certified copy of the appointment shall be furnished to both parties.

Save otherwise provided in the contract, the arbitration shall be conducted in accordance with the provisions of the Indian arbitration and conciliation act 1996 or any statutory modification or enactment thereof and shall be held at such place and time in India as the committee of Arbitrators may determine. The decision of the majority of the arbitrators shall be final and binding as may be determined by the Arbitrators.

Performance under the contract shall continue during the arbitral proceedings and payment due to the Contractor by the Employer shall not be withheld unless they are the suspect matter of the arbitration proceedings.

Afterwards shall be in writing and such awards shall state reasons for the amounts awarded. No decision given by the Engineer in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrators as aforesaid and neither party will be limited in the proceedings before such arbitrators to the evidence of arguments put before the Engineer for the purpose of obtaining his said decisions.'

12. A perusal of the aforementioned arbitration agreement between the parties reveals that it is a multi tiered arbitration. In the light of the aforesaid arbitration agreement, limitation is predicated on both contractual

limitation and limitation qua the tiers in the arbitration agreement. A chronicle of events in this regard is as follows:

<i>Description</i>	<i>Date</i>
Initial complaint dated	18.12.2000
Contractor approached the engineer on	05.09.2003
60 days time prescribed for the Engineer to respond elapsed	07.11.2003
90 days available for contractor, thereafter to commence arbitration elapsed	04.02.2004
Arbitration actually commenced (within meaning of Section 21 of A and C Act)	24.04.2004

13. To be noted, with regard to commencement of arbitration within the meaning of Section 21 of A and C Act, 1996, this Court is informed that acknowledgement/date of receipt qua noticee/addressee is not readily available and therefore, date of notice is taken as notional date as obviously, notice could not have been received by noticee prior to that date.

14. Based on the above said chronicle, it is submitted by learned State counsel that the impugned award is bad both in terms of limitation qua multi tiered arbitration as well as limitation qua contract. To be noted limitation plea qua contract is predicated on Article 55 of The Limitation Act, 1963.

15.As the aforesaid chronicle, dates are not in dispute, it is not necessary to dilate on any disputations or disagreements in this regard. It will suffice if it is examined whether limitation plea qua multi tiered arbitration and the contract is tenable and as to whether it can be a ground to set aside the arbitral award. Limitation is founded on public policy and this is indisputable in the light of pronouncement of Hon'ble Supreme Court in ***N.Balakrishnan Vs. M.Krishnamoorthy*** reported in (1998) 7 SCC 123. Learned State counsel pressed into service three case laws of this Court on aforementioned limitation aspect. They are (i)**Siemens Limited rep. by its Manager Vs. Marg Limited** reported in (2019) 5 Mad LJ 428; (ii) **S.Pandi Meenakshi and another Vs. Hinduja Leyland Finance Ltd** being an order dated 03.04.2019 made in OP.No.783 of 2018; and (iii) **Ion Exchange India Limited Vs. Angeripalayam Common Effluent Treatment Plant Limited** being an order dated 30.04.2019 made in OP.No.942 of 2018 and A.No.8508 of 2018.

16. Relevant Paragraphs in **Siemens Limited** case are paragraphs 35 to 39 and the same read as follows:

*'35.However, a perusal of paragraph 13 reveals that facts of **Bindra Builders** case are clearly distinguishable. That is a case where no specific date for payment was fixed and Article 18 of the Limitation Act, 1963 came into play. In the instant case, though it is not the case of specific date for payment, staggered payment in three parts has been clearly laid down and the same has been alluded to supra. Relevant portion of this staggered payment is contained in the purchase order and the relevant clause reads as follows:*

“7) PAYMENT TERMS: 10% advance payable against Bank Guarantee for equivalent value. 75% payment against Proforma Invoice for each equipments/materials. 15% after completion of supply against Performance Bank Guarantee.”

*36.A judgment of a Full Bench of Rajasthan High Court being **State of Rajasthan V.Ram Kishan** reported in 1977 SCC Online Raj 9 was referred to for saying that 'completion' in terms of contract means the date on which the work is actually completed. This Court refrains from expressing any view regarding the Full Bench judgment of **Rajasthan High Court** as it was on reference and more facts become necessary to examine if said judgment would apply to the instant case. However, on the facts of the instant case, even if the date of completion is taken as the reckoning date, it comes to light that it does not help the petitioner/claimant owing to its own statement. In paragraph 5 of the claim statement, petitioner/claimant has clearly mentioned that supply and works was completed on 27.02.2012. Paragraph 5 of claim statement reads as follows:*

“5. The supply and works was completed on 27.02.2012 except for energisation and commissioning of the switch Yard.”

37. It was pointed out that it is except energisation and commissioning of said switch yard and therefore, 27.02.2012 is not the reckoning date. However, it is nobody's case that petitioner/claimant completed energisation and commissioning of said switch yard. There is no dispute that it was ultimately energised and commissioned by respondent by engaging third parties. This stated position of respondent in this regard is set out in the claim statement by petitioner/claimant itself and relevant portion is paragraph 17, which reads as follows:

“.....However, the Respondent and Karaikal Port appear to have engaged third parties and completed the works in violation of the agreements of the parties.....”

38. This Court is not going into the question of who is responsible. What comes out very clearly is the petitioner/claimant did not do energisation and commissioning of said switch yard. Therefore, as it is the admitted position of petitioner/claimant that it completed supply and works on 27.02.2012, the same has to be taken as date of completion of work. On a demurrer, even if this date, i.e., date of completion of work is taken as reckoning date, the arbitral proceedings commenced only on 03.06.2015 and therefore, it is hit by limitation. To be noted, it is hit by limitation even if three years period (not six months period stipulated in the work order) is taken.

39. Therefore, if limitation is tested even on the basis of stated position of petitioner/claimant and even on a demurrer, assuming

period of limitation to be three years and not six months, the claim of the petitioner/claimant is clearly barred by limitation.'

17. Relevant Paragraphs in **Ion Exchange India Limited** case are sub paragraphs x, y and z of paragraph 7, which read as follows:

'(x). On a careful reading of clause 11 supra, which is the arbitration agreement between parties, this court is unable to persuade itself to believe that arbitration agreement between parties in the instant case falls under section 43(3) of A and C Act. Section 43(3) of A and C Act has already been extracted supra. A close and careful reading of section 43(3) and the language in which it is couched brings to light that it will apply to a case where arbitration agreements provides that an arbitral claim shall be barred unless some steps to commence arbitral proceedings is taken within a time fixed therein. The expression 'commence arbitral proceedings' occurring in section 43(3) should necessarily be given the meaning of commencement of arbitral proceedings within the meaning of section 21 of A and C Act. Therefore, the arbitration agreement between parties should fix the time limit and say that the arbitral claim will be barred if some specified step is not taken within this time limit.

(y). For an illustration, there may be an arbitration agreement which says that a party complaining of breach should get a technical report from a pre agreed entity within six months from the date of commissioning and serve a copy of the same on the other contracting party. The arbitration agreement may say that any

arbitral claim will be barred if such technical report is not obtained from a pre agreed specified entity and served on the other party within six months from the date of agreement. To be noted, in such a case, the period of limitation is not extended. The period of limitation (assuming Article 55 of the Limitation Act applies to this illustration) continues to be three years from the date of breach (further assuming that breaking of contract does not arise and it is not a case of continuing breach). In such a case, if party complaining of breach wants to commence arbitral proceedings without getting a technical report and serving the same on the other party within six months, it can approach the Court and the Court at its discretion after applying the ingredients of section 43(3) extend the six months period.

(z). In the considered opinion of this Court, the arbitration agreement in the instant case does not qualify as one under section 43(3), as no time limit has been prescribed for any specified step to be taken to commence arbitral proceedings.'

18. Relevant Paragraphs in **Hinduja Leyland Finance Ltd** case are paragraphs 29 and 30, which read as follows:

'29. A perusal of the aforesaid paragraph would reveal that limitation has not been examined by AT. No reason has been given. There is no discussion. In this context, as rightly pointed out by learned counsel for petitioners, limitations ought to have been examined even if it has not been set up as a defence owing to Section 3 of Limitation Act, which reads as follows:

'3.Bar of limitation_(1) Subject to the provisions contained in Sections 4 to 24 (inclusive), every suit instituted, appeal preferred, and application made after the prescribed period shall be dismissed, although limitation has not been set up as a defence.

(2) For the purposes of this Act,-

(a) A suit is instituted, _

(i) in an ordinary case, when the plaint is presented to the proper officer;

(ii) in the case of a pauper, when his application for leave to sue as a pauper is made; and

(iii) in the case of a claim against a company which is being wound up by the Court, when the claimant first sends in his claim to the official liquidator;

(b) any claim by way of a set off, or a counter claim, shall be treated as a separate suite and shall be deemed to have been instituted _

(i) in the case of a set off, on the same date as the suit in which the set off is pleaded;

(ii) in the case of a counter claim, on the date on which the counter claim is made in Court;

(c) an application by notice of motion in a High Court is made when the application is presented to the proper officer of that Court.'

30. To be noted, Section 3 of Limitation Act, 1963 has to be

read in conjunction with Section 43(1) of A & C Act, which has already been extracted supra.'

19. As already alluded to supra, limitation is founded on public policy and therefore, limitation is clearly available as a ground in a Section 34 petition for a protagonist of a OP to argue that the impugned award is in conflict with public policy of India. To be noted, as already mentioned supra, instant arbitral proceedings as well as instant OP are prior to 23.10.2015 i.e., before public policy of India, stood statutorily explained vide Explanation 1 of Section 34(2)(b)(ii) of A and C Act. However, prior to 23.10.2015, two case laws qua Public Policy of India occurring in Section 34 of A and C Act are **ONGC Ltd. v. Western Geco International Ltd.**, reported in (2014) 9 SCC 263 reiterated in **Associate Builders Vs. Delhi Development Authority** reported in (2015) 3 SCC 49 are relevant. To be noted public policy elucidation in these two case laws was reiterated post 23.10.2015 also by Hon'ble Supreme Court in **Centrotrade Minerals and Metal Inc. Vs. Hindustan Copper Ltd.**, reported in (2017) 2 SCC 228.

20. In the light of the undisputed chronicle set out supra, it follows as a sequiter that instant arbitral award is certainly hit by limitation qua contract and multi tiered arbitration. To be noted, the chronicle speaks for itself, it is undisputed and therefore, no further dilation is necessary in this regard. Therefore, it follows as a further sequiter that impugned award of Arbitral Tribunal is hit by the ground that it is in conflict with public policy of India.

21. Before this Court concludes this order, as mentioned elsewhere supra in the order, learned State counsel raised several points besides limitation but, this Court examined limitation as the first point as a matter of first principle. As limitation point has found favour with this Court, it is made clear that this Court has not embarked upon the exercise of examining the other grounds, which have been canvassed by the State counsel for assailing the impugned award.

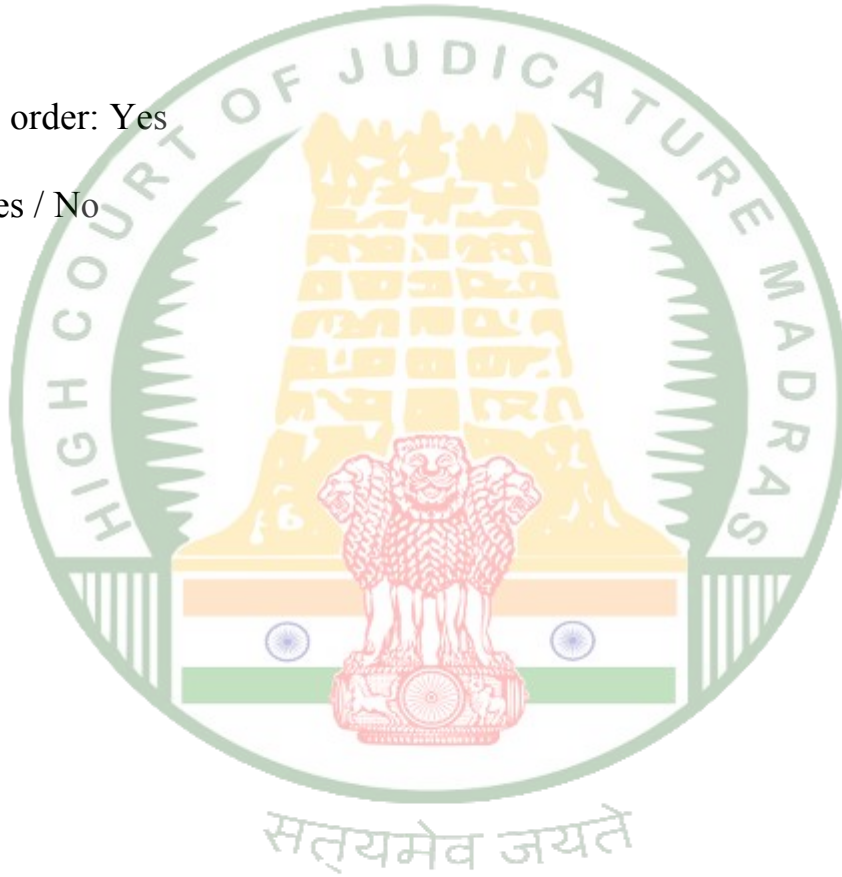
22. Owing to the narrative thus far, instant OP is allowed and impugned arbitral award is set aside. Considering the nature of the matter, there shall be no order as to costs.

12.03.2020

Speaking order: Yes

Index: Yes / No

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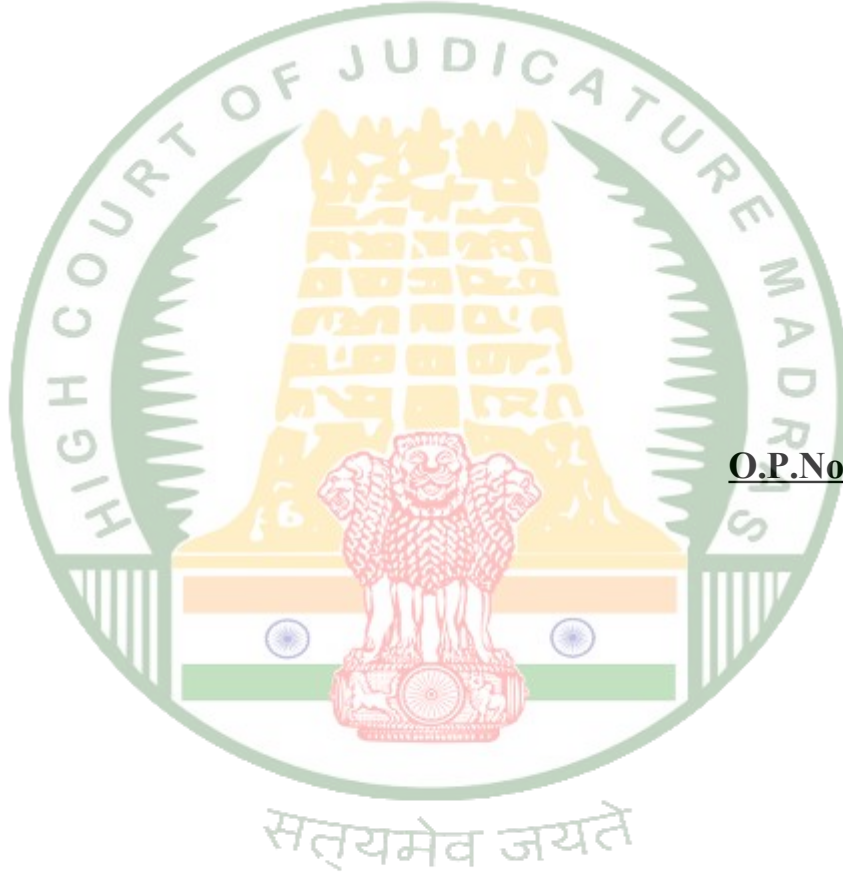


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