

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 30.03.2021

CORAM:

THE HONOURABLE Mr.JUSTICE **M.SUNDAR**

O.P.Nos.238 and 239 of 2015

O.P.No.238 of 2015

- 1) Mr.R.S.Sekar
- 2) Mrs.R.S.Saraswathi
- 3) Mr.K.Shanmugam

... Petitioners

Vs.

1. M/s.Capital First Limited
New No.13, Old No.6, “Meenakshi Towers”
Rajamannar Street, Opp. Dee Cee Manor
T.Nagar, Chennai – 600 017
Rep. By its Authorised Representative

2. Mr.V.Manohar, B.A.B.L.,
Sole Arbitrator
Old No.124, New No.6, P.S.Sivaswamy Salai
Mylapore, Chennai – 600 0004

... Respondents

Prayer: Petition filed under Section 34 of Arbitration and Conciliation Act, 1996 to set aside the award dated 29.01.2015 passed in Arbitration Case No.662 of 2014 by the second respondent tribunal, directing the 1st respondent to give correct statement of account regarding the agreement/Account No.HE468999 and for cost of the original petition.

O.P.No.239 of 2015

- 1) Mr.R.S.Sekar
- 2) Mrs.R.S.Saraswathi

... Petitioners

Vs.

1. M/s.Capital First Limited
New No.13, Old No.6, “Meenakshi Towers”
Rajamannar Street, Opp. Dee Cee Manor
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Sole Arbitrator
Old No.124, New No.6, P.S.Sivaswamy Salai
Mylapore, Chennai – 600 0004

... Respondents

Prayer in O.P.No.239 of 2015: Petition filed under Section 34 of Arbitration and Conciliation Act, 1996 to set aside the award dated 29.01.2015 passed in Arbitration Case No.663 of 2014 by the second respondent tribunal, directing the 1st respondent to give correct statement of account regarding the agreement/Account No.HE316624 and for cost of the original petition.

For Petitioners : Mr.S.Rajesh
in both OPs

For Respondents : Mr.S.Sheik Ismail for R1
in both OPs

ORDER

This common order will govern captioned two 'Original Petitions' ('OPs' in plural and 'OP' in singular for the sake of brevity). Captioned OPs have been filed assailing two separate arbitral awards.

2. For the sake of convenience and clarity, 'O.P.No.238 of 2015' shall be referred to as 'senior OP' and 'O.P.No.239 of 2015' shall be referred to as 'junior OP'. Senior OP is directed against an 'arbitral award dated 29.01.2015 made in Arbitration Case No.662 of 2014' (hereinafter 'first impugned award' for the sake of convenience) and junior OP is directed against an 'arbitral award dated 29.01.2015 made in Arbitration Case No.663 of 2014' (hereinafter 'second impugned award' for the sake of convenience). First impugned award and second impugned award shall be collectively referred to as 'impugned awards' for the sake of brevity.

3. Senior OP is pivoted on an agreement captioned 'LOAN AGAINST IMMOVABLE PROPERTY AGREEMENT dated 29.02.2012 bearing reference Agreement No.HE468999' (hereinafter 'loan agreement in senior OP' for the sake of convenience) and junior OP is pivoted on an agreement captioned 'LOAN AGAINST IMMOVABLE PROPERTY AGREEMENT

dated 14.12.2010 bearing No.HE316624' (hereinafter 'Loan Agreement in junior OP' for the sake of convenience). To be noted, loan agreement in junior OP is prior in point of time. 'Loan agreement in senior OP' and 'loan agreement in junior OP' shall be collectively referred to as 'loan agreements'.

4. In and by loan agreement in junior OP, which is prior in point of time, petitioners in junior OP were advanced Rs.64,00,000/- housing loan against security (immovable property) wherein and whereby petitioners had mortgaged a immovable property in favour of the finance company i.e., 'Capital First Limited' ('CFL' for the sake of brevity). This Rs.64,00,000/- loan under loan agreement in junior OP was to be repaid in 180 'Equated Monthly Installments' ('EMIs' in plural and 'EMI' in singular for the sake of convenience) of Rs.84,160/- each. In and by loan agreement in senior OP which is later in point of time, a further sum of Rs.20,00,000/- was advanced by CFL to the petitioners in senior OP (to be noted, petitioners 1 and 2 in senior and junior OPs are the same, but in senior OP there is a third petitioner). This Rs.20,00,000/- loan vide loan agreement in senior OP had to be repaid in 167 EMIs of Rs.27,593/- each. This was also secured by mortgage of immovable property.

5. There is no dispute or disagreement before this Court that the security i.e., immovable property which has been mortgaged, is subsisting.

6. Be that as it may, alleging default in payment of EMIs i.e., repayment, CFL triggered the arbitration clause in the loan agreements and an 'Arbitral Tribunal' ('AT' for the sake of brevity) constituted by a sole Arbitrator was appointed by CFL. The sole Arbitrator, who constituted the AT, has been arrayed as Respondent No.2 in senior and junior OPs. This Court following the procedure adopted by Hon'ble Supreme Court in ***Vinay Heavy Equipments*** case [***Zonal General Manager, Ircon International Limited Vs. Vinay Heavy Equipments*** reported in (2015) 13 SCC 680] deletes the second respondent from the array of parties in both senior and junior OPs (to be noted, deletion procedure is captured in order reported in 2007 SCC OnLine SC 4) and this is owing to the nature of the grounds urged in petitioners' campaign against impugned awards.

7. AT was admittedly appointed vide a letter dated 21.08.2014 from CFL. AT entered upon reference, issued notices, first petitioner in senior and junior OPs went before AT and ultimately impugned awards came to be made. It is not necessary to dilate further on these aspects of the matter owing to the short and narrow compass on which the matter turns now.

8. Notwithstanding very many averments and very many grounds raised in senior OP and junior OP, Mr.S.Rajesh, learned counsel for petitioners in both OPs restricted his submissions to two points and those two points are as follows:

a) Even according to the impugned awards, sole Arbitrator who constituted the AT was appointed in and by letter dated 21.08.2014 from CFL, but this was never received by the petitioners, therefore this is an infarct of first limb of Section 34(2)(a)(iii) and this vitiates the impugned awards;

b) The petitioners have paid substantial number of EMIs i.e., 29 EMIs regarding loan agreement in senior OP and 43 EMIs regarding loan agreement in junior OP. Besides this payments have also been made pending arbitral proceedings, but there is nothing about the EMIs paid in the impugned awards.

This means that arbitrator has not set out the reasons upon which impugned awards are based as the entire case of CFL qua its claim before AT is there was default in repayment of EMIs.

This is infarct of Section 31(3) is learned counsel's say.

9. In response to the aforementioned two pointed submissions, Mr. Sheik Ismail, learned counsel for CFL, who is now the lone respondent (post deletion of sole Arbitrator) made submissions, which are as follows:

a) Letter dated 21.08.2014 was sent to the petitioners and postal receipt was placed before AT, but there is no acknowledgement evidencing service of the same on the petitioners, but petitioners cannot make much grievance out of it, because the first petitioner appeared before AT;

b) Vide the impugned awards, learned Arbitrator has mentioned that there has been default, CFL has set out the details of default qua EMIs in its claim statement and therefore, it cannot be gainsaid that there is infact of Section 31(3) of A and C Act.

10. This Court now embarks upon the exercise of considering the rival submissions, discussing the same and giving its dispositive reasoning.

11. The first point turns on Section 34(2)(a)(iii) of A and C Act. To be precise, it turns on first limb of Section 34(2)(a)(iii), as a party making an application under Section 34 is entitled to have an arbitral award set aside on

the ground that he/she was not given proper notice of appointment of arbitrator. The grounds raised in this regard is Ground (vii) in senior OP and Ground (h) in junior OP, which read as follows:

'Ground (vii) in senior OP

(vii) The Learned Arbitrator erred in commencing the petitioners apart from the 1st Respondent Company letter dt 08.07.2014, there was no correspondence regarding the arbitration proceeding there was no notice served from either the 1st Respondent Company letter of appointment dt.21.08.2014 nor the 2nd respondent sole arbitrator letter dated 28.08.2014. On 11.10.2014 the said Mr.Suresh Raja (who is the collection manager in the 1st Respondent Company) informed the 1st petitioner that just for a formality your come in person to appear before our legal officer for none payment of 6 EMIs, due to illiteracy the 1st petitioner believing the sweet coated words of that person he went to the 2nd respondent sole arbitrator office and requested him for time extension to pay the October 2014 month EMI. As the same the petitioners paid the EMIs for oct 2014 to feb 2015 for two loans totally sum of Rs.5,58765/- (5x111753=R.5,58765/-) meanwhile on 12.12.2014 the 1st petitioner sent a letter to the 1st Respondent Company.

'Ground (h) in junior OP:

(h) The petitioners humbly submit that apart from the 1st Respondent Company letter dt 08.07.2014, there was no correspondence regarding the arbitration proceeding there

was no other notice served from either the 1st Respondent Company letter of appointment dt 21.08.2014 nor the 2nd respondent sole arbitrator letter dt 28.08.2014. On 11.10.2014 the said Mr.Suresh Raja (who is the collection manager in the 1st Respondent Company) informed the 1st petitioner that just for an formality you come in person to appear before out legal officer for none payment of 6 EMIs, due to illiteracy the 1st petitioner believed the sweet coated words of that person he went to the 2nd respondent sole arbitrator office and requested him for time to pay the October 2014 month EMI. As the same the petitioners paying the EMIs for Oct 2014 to feb 2015 for two loans totally um of Rs.5,58765/- (5x111753=Rs.5,58765/-) mean while on 12.12.2014 the 1st petitioner sent a letter to the 1st Respondent Company stating that:

'Sub:- Ref:-Loan Agreement No.HE316624 & HE468999

As per the subject Loan, I have attended the Arbitration and been honoring the commitment by paying one EMI on both the loans for the past three months. Now here with I attach one more EMI on both the loans.

Since I have suffered a huge loss in my business. As such I am unable to hope with my Financial Commitment. So I have decided to sell my property to close the above mentioned Loans and settlement amount for the both Loans.

At this juncture, I request out good self to make waiver of interest and penalties levied to my account.

Your propitious reply would be much appreciated and looked foreward to.

So I am planing to close the loan before by Jan 20th 2015.

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I have enclosed an amount of Rs.84,160/- vide DD no.164766/CS:807 dt.12.12.2014 & Rs.27,593/- vide DD No.966164767/CS815, Drawn on IOB.'

12. In this case, this Court had requisitioned the records of the AT and records of the AT qua both impugned awards are before this Court. A careful perusal of the impugned awards and the records reveal that 21.08.2014 notice of appointment of Arbitrator in senior and junior OPs form part of the records of the AT. However, there is no acknowledgement card demonstrating service of the same on the petitioners. Therefore, from the records of the AT there is nothing to demonstrate that this 21.08.2014 letter by which CFL appointed the Arbitrator has been served on the petitioner. Therefore, there is no difficulty in coming to the conclusion that petitioners have not been given proper notice of appointment of Arbitrator.

13. This takes us to the second point, which turns on infarct of Section 31(3) of A and C Act. A careful perusal of the impugned awards reveals that AT has gone by the Statement of Account of CFL saying that the same has been properly maintained without setting out the number of EMIs paid, number of EMIs not paid, delayed payments if any, part payments, if any etc., Issue No.3 is the relevant issue in first and second impugned awards. Issue No.3 in first impugned award and second impugned award and answer to the same read as follows:

'Issue No.3 in first impugned award

3. Whether the Claimant is entitled for the sum of Rs.21,01,372/-?'

'Answer to Issue No.3 in first impugned award

*In support of the Claim Petition, the Claimant has filed six documents. **Exhibit A1** is the Loan Application Form submitted by the Respondents to the Claimant. **Exhibit A2** is the Declaration cum undertaking dated 29.02.2012 given by the Respondents to the Claimant. **Exhibit A3** is the Loan Against Immovable Property Agreement dated 29.02.2012 entered into between the Claimant and the Respondents. **Exhibit A4** is the Promissory Note dated 29.02.2012 executed by the Respondents in favour of the Claimant. **Exhibit A5** is the copy of the Letter of Reference to Arbitration dated 21.08.2014. **Exhibit A6** is the Copy of the Statement of Account in respect of the Loan Agreement pertaining to the Respondents. It is seen from the aforesaid documents,*

the Respondents applied for loan for a sum of Rs.20,00,000/-. Thereafter the Claimant processed the said application and sanctioned a loan of Rs.20,00,000/- inclusive of other charges to the Respondents. At the time of such sanction, the Claimant and the Respondents had entered into a Loan Agreement dated 29.02.2012 in and by which the Respondents had agreed to repay the amounts borrowed by the Respondents in installments together with interest. The Respondents had also executed a promissory note dated 29.02.2012 promising to repay the said sum of Rs.20,00,000/- together with interest at the rate of 14.75% per annum. It is seen from the statement of account filed by the Claimant that the Respondents had not repaid the amounts regularly to the Claimant and had committed default in payment of installments. Hence by virtue of the Arbitration Clause contained in the said Loan Agreement dated 29.02.2012 the Claimant was constrained to invoke the same and cancelled the Loan Agreement by the Letter dated 21.08.2014 and have referred the dispute to Arbitration after following the necessary procedures as contemplated under the Arbitration and Conciliation Act, 1996. The Statement of Account of the Claimant clearly shows the proper maintenance of accounts by the Claimant during the course of their business, wherein the payments so far made by the Respondents have been given credit to. It is explicitly clear from the above that the Respondents have committed default in payment of loan installments and consequently other charges. It is submitted on behalf of the Claimant that although they made several demands, the Respondents have deliberately failed and neglected to repay the balance amounts due to the Claimant. It is thus seen from the pleadings as well as from the documents filed before this Tribunal, a sum of Rs.21,01,372/- is due and payable by the Respondents to the Claimant as on 09.07.2014. The Respondents as borrower and co-borrowers are jointly and severally

liable to pay the amounts due to the Claimant. '

***(underlining made by this Court for
ease of reference)***

'Issue No.3 in second impugned award

3. Whether the Claimant is entitled for the sum of Rs.67,52,353/-?'

'Answer to Issue No.3 in second impugned award

*In support of the Claim Petition, the Claimant has filed six documents. **Exhibit A1** is the Loan Application Form submitted by the Respondents to the Claimant. **Exhibit A2** is the Declaration cum undertaking dated 14.12.2012 given by the Respondents to the Claimant. **Exhibit A3** is the Loan Against Immovable Property Agreement dated 14.12.2012 entered into between the Claimant and the Respondents. **Exhibit A4** is the Promissory Note dated 14.12.2012 executed by the Respondents in favour of the Claimant. **Exhibit A5** is the copy of the Letter of Reference to Arbitration dated 21.08.2014. **Exhibit A6** is the Copy of the Statement of Account in respect of the Loan Agreement pertaining to the Respondents. It is seen from the aforesaid documents, the Respondents applied for loan for a sum of Rs.64,00,000/-. Thereafter the Claimant processed the said application and sanctioned a loan of Rs.64,00,000/- inclusive of other charges to the Respondents. At the time of such sanction, the Claimant and the Respondents had entered into a Loan Agreement dated 14.12.2012 in and by which the Respondents had agreed to repay the amounts borrowed by the Respondents in installments together with interest. The Respondents had also executed a promissory note dated 14.12.2012 promising to repay the said sum of*

Rs.64,00,000/- together with interest at the rate of 14.75% per annum. It is seen from the statement of account filed by the Claimant that the Respondents had not repaid the amounts regularly to the Claimant and had committed default in payment of installments. Hence by virtue of the Arbitration Clause contained in the said Loan Agreement dated 14.12.2012 the Claimant was constrained to invoke the same and cancelled the Loan Agreement by the Letter dated 21.08.2014 and have referred the dispute to Arbitration after following the necessary procedures as contemplated under the Arbitration and Conciliation Act, 1996. The Statement of Account of the Claimant clearly shows the proper maintenance of accounts by the Claimant during the course of their business, wherein the payments so far made by the Respondents have been given credit to. It is explicitly clear from the above that the Respondents have committed default in payment of loan installments and consequently other charges. It is submitted on behalf of the Claimant that although they made several demands, the Respondents have deliberately failed and neglected to repay the balance amounts due to the Claimant. It is thus seen from the pleadings as well as from the documents filed before this Tribunal, a sum of Rs.67,52,353/- is due and payable by the Respondents to the Claimant as on 09.07.2014. The Respondents as borrower and co-borrower are jointly and severally liable to pay the amounts due to the Claimant. '

**(underlining made by this
Court for ease of reference)**

14. Other than this, there is no mention in the impugned awards about the EMIs paid, EMIs not paid. In other words, from the impugned awards more particularly the underlined portion, it is clear that AT has accepted the *ipse dixit* of CFL in the claim statement and the Statement of Account placed before AT by CFL on the ground that Statement of Accounts have been properly maintained. If the AT had mentioned about EMIs paid / not paid as in this exhibit, the complexion of this matter may well have been different as Hodgkinson principle will come into play and this Court would not embark upon the exercise of examining / appreciating evidence i.e., whether the Statement of Accounts were properly maintained or not. In ***Ferro Concrete Construction*** case [***State of Rajasthan and Another Vs. Ferro Concrete Construction Private Limited*** reported in (2009) 12 SCC 1] Hon'ble Supreme Court has held that the claim by itself cannot become proof. Therefore the argument of learned counsel for CFL that details of default in EMIs have been set out in its claim statement is clearly unacceptable. More importantly, with regard to violation of Section 31(3), Hon'ble Supreme Court has held that infact of Section 31(3) is clearly a case of patent illegality, which is a ground available for setting aside an arbitral award. The lead case on Section 31(3) is ***Dyna Technologies*** case [***Dyna***

Technology v. Crompton Greaves reported in **2019 SCOnline SC 1656**].

In **Dyna Technologies** case law Hon'ble Supreme Court has culled out three facets of unreasoned award and they are a) proper, b) intelligible and c) adequacy. If flipped and set out as grounds, they are a) improper, b) unintelligible and c) inadequacy.

15. These aspects of the matter have been articulated by Hon'ble Supreme Court in Paragraph 34 and a portion of Paragraph 35 of **Dyna Technologies** case, which read as follows:

'34.The mandate under Section 31(3) of the Arbitration Act is to have reasoning which is intelligible and adequate and, which can in appropriate cases be even implied by the courts from a fair reading of the award and documents referred to thereunder, if the need be. The aforesaid provision does not require an elaborate judgment to be passed by the arbitrators having regard to the speedy resolution of dispute.

35. When we consider the requirement of a reasoned order, three characteristics of a reasoned order can be fathomed. They are : proper, intelligible and adequate. If the reasonings in the order are improper, they reveal a flaw in the decision-making process. If the challenge to an award is based on impropriety or perversity in the reasoning, then it can be challenged strictly on the grounds provided under Section 34 of the Arbitration Act. If the challenge to an award is based on the ground that the same is unintelligible, the same would

be equivalent of providing no reasons at all. Coming to the last aspect concerning the challenge on adequacy of reasons, the Court while exercising jurisdiction under Section 34 has to adjudicate the validity of such an award based on the degree of particularity of reasoning required having regard to the nature of issues falling for consideration. The degree of particularity cannot be stated in a precise manner as the same would depend on the complexity of the issue. Even if the Court comes to a conclusion that there were gaps in the reasoning for the conclusions reached by the Tribunal, the Court needs to have regard to the documents submitted by the parties and the contentions raised before the Tribunal so that awards with inadequate reasons are not set aside in casual and cavalier manner.....'

16. In the instant case, this Court carefully applied the **Dyna Technologies** principle. What is of relevance is, the points raised in the senior OP. It is paragraph 6(e) of the petition, which reads as follows:

'(e) The 1st Respondent finance company deducted a sum fo Rs.39,996/- and paid Rs.1,960,004/- by way of cheque vide bearing No.019721. The petitioners further states that they regularly paid the monthly EMI sum of Rs.27,593 till February 2015 totally for 35 months EMI out of which the petitioner has paid 29 EMI's totally a sum of Rs.8,00197/- was paid by the petitioners but due to financial crisis the petitioners failed to reply the 6 months EMI, hence the 1st petitioner approached in person to the 1st respondent finance

company and requested them for extending a few months and later on he would settle the EMI dues.

17. In junior OP it is articulated in paragraph 6(e) and Ground (vi) of the petition:

'(e) The petitioners further states that they regularly paid the monthly EMI sum of Rs.84,160/- till February 2015 totally for 49 monthly EMI out of which the petitioner has paid 43 EMI's totally a sum of Rs.36,18,880/- was paid by the petitioners but due to financial crisis the petitioners failed to repay the 6 months EMI, hence the 1st petitioner approached in person to the 1st respondent finance company and requested them for extending a few months and later on he would settle the EMI dues.

(vi) The award of the arbitrator below is unsustainable because the petitioner after receiving the loan amount of Rs.62,41,704/- they started to pay the monthly installment (EMI) for the sum of Rs.84,160/- from 1st installment dt 07.02.2011 onwards the petitioners paid regularly till February 2015 for totally 49 months EMI out of which the petitioner has paid 43 EMI totally sum fo Rs.36,18,880/- was paid by the petitioners but due to financial crisis the petitioners have failed to repay the 6 month EMI, hence the 1st petitioner approached in person in the 1st respondent finance company and request him for after few months he settled the EMI dues.

18. Therefore, in terms of adequacy facet of Section 31(3), impugned awards are clearly vitiated owing to violation of Section 31(3) of A and C Act as the claim of CFL itself is based on default in payment of EMIs.

Therefore, in terms of adequacy, it was necessary to set out the number of EMIs to be paid, number of EMIs paid and number of EMIs not paid, but the impugned awards merely accept the *ipse dixit* of CFL vide the Statement of Account filed without setting out the details about EMI paid, not paid, defaulted etc., Therefore, there is no difficulty in this Court coming to the conclusion that the adequacy facet of a reasoned award i.e., reasons on which impugned awards are based as culled out by Hon'ble Supreme Court in Dyna Technologies comes into play in this case.

19. The case of first respondent CFL itself is, petitioner had to pay certain specified number of EMIs, but had defaulted after paying some EMIs. Therefore, particularities as to number of EMIs paid / not paid would be the basis for acceding to the claim of CFL and therefore, not giving those particulars vitiates the impugned awards in terms of adequacy facet of reasoned award qua Section 31(3) of A and C Act, i.e., adequacy facet qua *Dyna Technologies* principle.

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20. In the oft quoted *Associate Builders* case [*Associate Builders Vs. Delhi Development Authority* reported in (2015) 3 SCC 49], Hon'ble Supreme Court held that violation of fundamental policy of Indian law which includes violation of any provisions of A and C Act also sound the death knell of an arbitral award. Relevant paragraph in *Associate Builders* case is paragraph 42.1 and the same reads as follows:

Paragraph 42.1 of *Associate Builders* Case

'42.1. (a) A contravention of the substantive law of India would result in the death knell of an arbitral award. This must be understood in the sense that such illegality must go to the root of the matter and cannot be of a trivial nature. This again is really a contravention of Section 28(1)(a) of the Act, which reads as under:

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

Where the place of arbitration is situated in India—

(a) in an arbitration other than an international commercial arbitration, the Arbitral Tribunal shall decide the dispute submitted to arbitration in accordance with the substantive law for the time being in force in India'

21. In this case on hand there can be no two opinions about EMIs paid /not paid going to the root of the matter as that is the very basis of claim of CFL before AT.

22. To be noted, in that case, it was violation of section 28(1)(a) of A and C Act. In this case, it is violation of section 31(3) of A and C Act. Owing to the sheet anchor of the claim being default in EMIs or in other words, not paying the agreed number of EMIs, i.e., tenor, not mentioning details regarding EMIs paid / not paid, certainly goes to the root of the matter.

23. In the light of the discussion and dispositive reasoning thus far, impugned awards are liable to be set aside. However, prayers in senior and junior OPs read as follows:

'Prayer in Senior OP

The petitioner therefore prays:

(e) *For setting aside the Arbitral Award dated 29.01.2015 passed in Arbitration Case No.662 of 2014 by the second respondent tribunal.*

(f) *directing the 1st respondent to petitioners herein to give correct statement of account regarding the agreement / Account no.HE468999;*

(g) *Cost of the original petition; and*

(h) *Pass such further or other orders as this Hon'ble Court may deem fit and proper in the circumstances of the case and thus render justice.*

'Prayer in Junior OP

The petitioner therefore prays:

(a) For setting aside the Arbitral Award dated 29.01.2015 passed in Arbitration Case No.663 of 2014 by the second respondent tribunal.

(b) directing the 1st respondent to petitioners herein to give correct statement of account regarding the agreement / Account no- HE316624;

(c) Cost of the original petition; and

(d) Pass such further or other orders as this Hon'ble Court may deem fit and proper in the circumstances of the case and thus render justice.'

24. Other than first limb of the prayer seeking setting aside of the impugned awards, other limbs of the prayer are completely outside the preview of Section 34 of A and C Act. Therefore, OPs are allowed to the extent of acceding to the first limb of the prayer in each of the OPs i.e., setting aside the impugned award. Owing to the nature of the matter and the trajectory this case has taken, there shall be no order as to costs. If the parties choose to re-arbitrate it is open to the parties to approach this Court for return of records of the AT in a suitable manner.

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30.03.2021

Speaking order: Yes/No

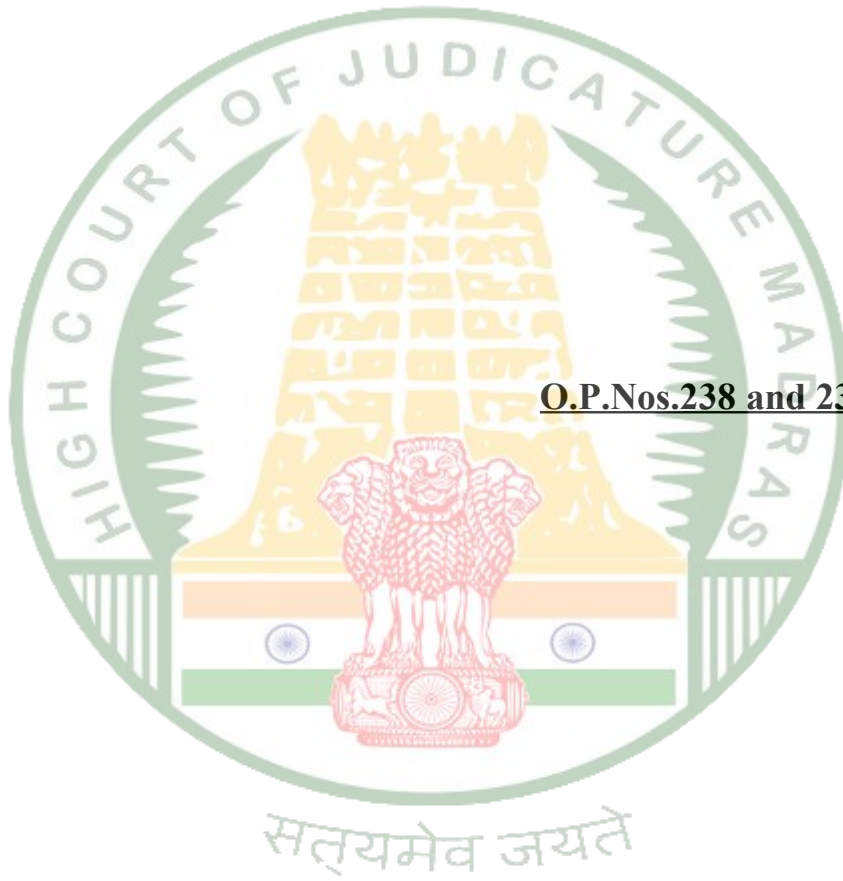
Index: Yes/No

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P.S: Registry to retain the records of the AT in a sealed envelope.

M.SUNDAR.J.,

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O.P.Nos.238 and 239 of 2015

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