

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 05.01.2021

Coram

THE HONOURABLE MR. JUSTICE M.SUNDAR

O.P.Nos.241 and 252 of 2017

&

A.Nos.1760 of 2017 & A.No.1821 of 2017

1. Mr.R.O.Palanisamy

2.Mrs. P.Kannammal

.. Petitioners in both OPs

vs.

1.Five Star Business Credits Ltd.

Rep. By its Managing Director

No.39, Outer Circular Road

Kilpauk Garden Colony

Kilpauk, Chennai – 600 010

2.Mr.P.Tharanidharan

... Respondents in both OPs

Prayer in O.P.No.241 of 2017: Petitioner filed under Section 34 of Arbitration and Conciliation Act, 1996 to set aside the award passed by the learned Sole Arbitrator made in C.P.No.13 of 2014 dated 21.10.2016 as illegal, arbitrary, blessed without jurisdiction and is unenforceable in law and 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 O.P.No.252 of 2017: Petitioner filed under Section 34 of Arbitration and Conciliation Act, 1996 to set aside the award passed by the learned Sole Arbitrator made in C.P.No.12 of 2014 dated 21.10.2016 as illegal, arbitrary, blessed without jurisdiction and is unenforceable in law and 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.

For Petitioners : Mr.J.Ramakrishnan
in both OPs

For Respondents : Mr.P.Chandrasekaran for R1
in both OPs

ORDER

This common order will govern both the captioned 'Original Petitions' ('OPs' in plural and 'OP' in singular for the sake of brevity). Captioned OPs are applications under Section 34 of 'The Arbitration and Conciliation Act, 1996 (Act No.26 of 1996)', which shall hereinafter be referred to as 'A and C Act' for the sake of brevity. To be noted, O.P.No.241 of 2017 and O.P.No.252 of 2017 shall be referred to as senior OP and junior OP respectively for the sake of convenience.

2. Before I plunge into the crux and gravamen of the matter, it is deemed appropriate to extract/reproduce two proceedings made in two earlier listings, one on 05.11.2020 and another on 15.12.2020, which read as follows:

'Proceedings dated 05.11.2020:

From now on 'O.P.No.241 of 2017' shall be referred to as 'senior OP' and 'O.P.No.252 of 2017' shall be referred to as

'junior OP', both for the sake of convenience and clarity. Parties in Senior and Junior OPs are the same. There are two petitioners and two respondents in both the OPs.

2.Senior OP is directed against an arbitral award dated 21.10.2016 bearing reference C.P.No.13 of 2014. Junior OP is directed against another arbitral award, which is also dated 21.10.2016, but it is a separate arbitral award bearing reference C.P.No.12 of 2014.

3.This Court is informed that the parties are the same and the facts are similar besides overlap of some issues. Therefore, the two OPs have been tagged together and have been thus listed.

4.Today, Mr.J.Ramakrishnan, learned counsel on record for the two petitioners in both the captioned OPs i.e., senior and junior OPs, is before me in this web-hearing on a videoconferencing platform. Mr.P.Chandrasekar, learned counsel, who has joined the web-hearing, submits that he has instructions to file vakalatnama on behalf of first respondent in both the captioned OPs. Learned counsel undertakes to file vakalatnama on or before 10.11.2020.

5. To be noted, this Court is informed that the second respondent, who was the third respondent before AT (Arbitral Tribunal) and a guarantor in the transaction, has been duly served and name of the third respondent is shown in the cause list, but none appears.

6. A.No.1821 of 2017 in senior OP and A.No.1760 of 2017 in junior OP are stay applications. List these two applications also along with captioned OPs in the next listing.

List on 11.11.2020.

Proceedings dated 15.12.2020:

'Read this in conjunction with and in continuation of earlier proceedings dated 05.11.2020.

2.Short forms used in the earlier proceedings shall be used in this proceedings also.

3. Today, Mr.J.Ramakrishnan, learned counsel on record for the two petitioners in both the captioned OPs i.e., Senior and Junior OPs and Mr.P.Chandrasekar, learned counsel on behalf of contesting first respondent in both Senior and Junior OPs, are before me in this Web hearing on a video conferencing platform.

4. It is submitted by both learned counsel that possibility of settlement will be explored by the parties.

5. Though obvious, it is made clear that if there is no settlement, then the matters will be heard out on merits.

6.List under the caption 'FOR REPORTING SETTLEMENT' after Christmas Holidays.'

3, The aforementioned proceedings made in two earlier listings give a birds eye view or in other words, a thumbnail sketch of the case file before me.

4. In the web-hearing on a video-conferencing platform today, i.e., in the virtual Court today, advertint to proceedings made on 15.12.2020 listing, more particularly Paragraph 5 thereat, Mr.J.Ramakrishnan, learned counsel on record for two petitioners in the two captioned OPs

and Mr.P.Chandrasekaran, assisted by Ms.P.Madhana, for contesting first respondent, submitted that settlement could not be concluded and captioned OPs can be taken up for final disposal and heard out. It is on this basis, I took up captioned OPs for final disposal and the same were heard out.

5. There is one peripheral issue which requires to be mentioned. Second respondent in both captioned OPs is a guarantor (to be noted, co-guarantor along with second petitioner, first petitioner being principal borrower), he has not chosen to assail the impugned award though it has gone against him. Both learned counsel very fairly submitted that the presence of second respondent is not necessary for final disposal of captioned OPs as it is a mere challenge to the impugned awards. Learned counsel for petitioners submits that second respondent in both captioned OPs was added as a party only because he was a co-guarantor and he was also a third respondent before AT, which made the impugned awards. It is on this basis that this Court proceeds with hearing of challenge to impugned awards.

6. Instant OPs turn on two loan agreements, one dated 15.07.2011 and another dated 14.06.2012, while the former is subject matter of junior OP, the later is subject matter of senior OP. To be noted, both

these loan agreements have been marked as Ex.A3 in the respective impugned awards.

7. Former loan agreement dated 15.07.2011, which is subject matter of junior OP, shall be referred to as 'First Loan Agreement' and latter loan agreement dated 14.06.2012, which is subject matter of senior OP, shall be referred to as 'Second Loan Agreement'. It is submitted that the date of the second loan agreement has been wrongly given as 14.06.2012 and that should read as 15.06.2012. To be noted, the Letter of Guarantee (Ex.A4) executed by co-guarantor is dated 15.06.2012 and therefore, this appears to be the correct position. I do not propose to enter into any of those factual errors owing to the limited statutory perimeter of Section 34 of A and C Act within which a Section 34 legal drill of testing impugned awards should perambulate.

8. Under first loan agreement, there are two loan accounts, namely Loan Account Nos.LN-95087 and LN-95088 for Rs.1,00,000/- and Rs.7,00,000/- respectively, adding upto Rs.8,00,000/-.

9. Captioned OPs being applications under Section 34 of A and C Act, short facts shorn of elaboration will suffice owing to the aforementioned short statutory perimeter and limited legal landscape of

Section 34. Short facts are that first petitioner in both captioned OPs with the second petitioner and respondent as guarantors borrowed 8 lakhs in all under first loan agreement and Rs. 5 lakhs under second loan agreement from the contesting first respondent by creating a mortgage of immovable property. To be noted, first petitioner in captioned OPs is the borrower. As mentioned supra, Petitioner No.2 and Respondent No.2 are guarantor and co-guarantor respectively.

10. There is no disputation or disagreement before me that there is an arbitration clause in both the loan agreements these arbitration clauses in both the loan agreements are identical and they serve as arbitration agreement between the parties i.e., arbitration agreement within the meaning of Section 2(1)(b) read with Section 7 of A and C Act.

11. Contesting first respondent, alleging default in repayment of monies advanced under the two loan agreements, triggered the arbitration clause, appointed the sole arbitrator who constituted the AT. AT entered upon reference and made the impugned awards after full contest.

12. Before the AT, suffice to say that the lis turned on one principal issue and that is the defence taken by the petitioners in captioned OPs that signatures were obtained in blank/not fully filled in or written up papers, the same were later manipulated and filled up to show

marked up/inflated amounts. Therefore, the transaction and the mortgage is not disputed, but the manner in which the transaction was carried out was brought under cloud. This essentially is the crux and gravamen of the lis before the AT.

13. AT made the impugned awards accepting the claim statements of the contesting first respondent (claimant before AT) in both matters and passed an award acceding to the entire claims in the claim statement together with future interest besides mulcting the respondents before AT with costs. The Arbitrator's fee was directed to be shared in equal moieties by both sides.

14. Assailing the impugned award, learned counsel for petitioners made a three pronged attack, a summation of which is as follows:

a) Impugned awards are liable to be set aside for infarct of Section 31(3) of A and C Act as they do not set out the basis on which the awards have been made;

b) Impugned awards make it clear that the AT concluded the proceedings and reserved orders on 08.08.2015, but the impugned awards were ultimately made only on 21.10.2016, more than one year and two months later, which vitiates the awards;

c) The impugned awards grant interest on the entire amount claimed by the contesting first respondent (claimant before AT), which is clearly impermissible. It was emphasised that future interest at the rate of 24% per annum has been awarded.

15. In response to the aforesaid submissions, learned counsel for contesting first respondent made submissions, summation of which is as follows:

a) It cannot be gainsaid that the basis of the impugned awards have not been given, as the petitioners who raised serious disputes about the manner in which the transaction was made, did not even choose to depose before the AT;

b) The commencement of arbitration proceedings was prior to 23.10.2015 and therefore, the delay cannot be put against the impugned awards for dislodging the same;

c) There is provision for interest in both the loan agreements and these provisions are in the form of covenant Nos.5, 7 and therefore, the impugned awards cannot be held to be flawed for awarding interest.

16. This Court now proceeds to carefully consider the rival

submissions, discuss the same and give its dispositive reasoning for arriving at a conclusion in the captioned OPs.

17. The first submission with regard to infarct of Section 31(3) of A and C Act does not find favour with me owing to the facts and circumstances of this case. In this regard, it is necessary to mention that learned counsel for petitioners pressed into service an order dated 15.10.2020 made in O.P.No.157 of 2016 wherein an arbitral award was dislodged on the ground of infarct of Section 31(3) of A and C Act. The case on hand is clearly distinguishable on facts as in the earlier order the impugned award is bereft of discussion. The issues that were framed for consideration and the manner in which the issues were answered by accepting the *ipsi dixit* of the claimant have been extracted and reproduced in paragraph 10 and 11 of that order. That was a case where a 'Non-Banking Finance Company' ('NBFC' for brevity) had advanced money under a loan agreement being a loan agreement for auto-mobile finance and had alleged default. There was no issue of disputation regarding documentation. In the case on hand, the documentation itself is being disputed. Therefore, the petitioners, who are protagonist of captioned OPs, who are now assailing the impugned awards, ought not to have allowed 8 exhibits and 7 exhibits to be marked without objection.

To be noted, 8 exhibits in junior OP and 7 exhibits in senior OP, being Exs.A1 to A8 in junior OP and Exs.A1 to A7 in senior OP, were marked on the side of contesting first respondent/claimant before AT. Objection to marking of these documents would have created a situation wherein the claimant before the AT should have led oral evidence. Even if there was no oral evidence, the documents itself could have been subjected to disputation/confrontation. The protagonist of captioned OPs did not do that. More importantly, protagonist of captioned OPs did not depose. The least the protagonist could have done is to depose before AT. Therefore, in the impugned awards, AT has held that the respondents before AT have not filed any evidence. To be noted, there was neither oral nor documentary evidence before AT on the side of respondents (who are protagonist of captioned OPs) before AT. The respondents before AT did not even assail the statement of accounts, which has been marked qua both the impugned awards (Ex.A8 in junior OP and Ex.A7 in senior OP). Therefore, this is not a case where it can be gainsaid that there is an infarct of Section 31(3) of A and C Act. Though the articulation of details could have been better particularised and stated with clarity and specificity, Section 31(3) argument does not aid the petitioner in the case on hand as AT has clearly articulated in the

impugned awards that there is no evidence on behalf of respondents before it.

18. This takes us to the next argument predicated on delay in making the impugned awards. A delay of one year and two months from the date on which orders were reserved is certainly not desirable, but arbitration proceedings we are concerned with are governed by pre 23.10.2015 regime and therefore Section 29-A of A and C Act was not available. Absent Section 29-A of A and C Act, it cannot be legally argued that the mandate of the AT snaps on one year or further extended period of 6 months by mutual consent of parties elapsing. In other words, this is not a case where the AT has made the award after its mandate had elapsed. To be noted, by legal fiction ingrained in Section 29-A of A and C Act, one year from the date of completion of pleadings elapsing, the mandate of AT snaps subject to a further extension of 6 months by mutual consent of parties after which extension can only by Courts. Though this saves the day with regard to the challenge to the impugned award, delay of one year and two months is certainly not in tune and tandem with arbitration as an Alternate Dispute Mechanism. On the facts and circumstances of this case, this Court finds that it is a simple loan transaction and therefore, this delay by itself does not

become a ground to dislodge the impugned awards, but this will certainly not serve as a precedent as the length of delay and its impact on the impugned awards will depend on so many other determinants which includes the nature of the lis. In other words, delay in making the awards as ground to dislodge arbitral awards has to be decided on a case to case basis particularly when it falls within pre 23.10.2015 regime. To be noted in the post 23.10.2015 regime of A and C Act, the statute itself provides for the consequences *inter alia* vide Section 29-A. Be that as it may delay in making the impugned awards manifests itself in another form and the same will be set out infra.

19. This takes us to the last argument which turns on interest. This being an application under Section 34 of A and C Act, this Court does not intend to sit on appeal. This Court reminds itself that this is a one issue summary procedure as held by Hon'ble Supreme Court in ***Fiza Developers*** case [***Fiza Developers and Inter-Trade Private Limited Vs. AMCI (India) Private Limited*** reported in (2009) 17 SCC 796]. This ***Fiza Developers*** principle was subsequently reiterated in ***Emkay Global*** case [***Emkay Global Financial Services Ltd., v. Girdhar Sondhi*** reported in (2018) 9 SCC 49] and more recently in ***Canara Nidhi***

Limited case [M/S. Canara Nidhi Limited vs M. Shashikala reported in **2019 SCC Online SC 1244].** I remind myself that Hon'ble Supreme Court has made it clear that by saying one issue summary procedure, it does not mean that the lis should turn on one issue. This means that arbitral award being put to challenge itself becomes an issue in Section 34 proceedings. Therefore, all that this Court would do is, examine whether it is contrary to the terms of a contract, whether it is hit by public policy and as to whether there is patent illegality. The covenants in the loan agreement, as rightly pointed out by learned counsel for contesting first respondent, are Clauses 5 and 7, which read as follows:

'5. The rate of interest for the loan will be at 17.5% p.a flat (Annualised Rate 29.45% p.a)'

'7. For any delayed payment of installments additional interest will be charged at 3% per month for number of days delayed for each instalment plus applicable service tax.'

20. A careful perusal of the two covenants reveal that there is provision for interest on the loan and there is also a provision for interest at the rate of 3% per month on delayed payment of installments. Obviously 3% per month translates to 36% per annum. A careful perusal of claim statement in both the OPs reveal that the claim itself includes

both interest under clause 5 as well as 36% interest on delayed payment of installments. The most relevant part of the claim statement in both the matters are Paragraph 8 in junior OP and Paragraph 5 and 8 in senior OP, which read as follows:

'Junior OP'

8. The claimant further states that in respect of the loan account No. 95087 as well as LN-95088, the claim amount works out to Rs.9,86,893/- as follows as on 10.06.2014.

	Loan Account No.	
	95087	95088
Outstanding amount	Rs.36,720/-	Rs.2,73,780/-
Add: 1) AF charges	Rs. 9,500/-	Rs. 65,160/-
2) Service Tax	Rs. 1,174/-	Rs. 7,559/-
3) Legal & Other charges	Rs. 2,000/-	Rs. 3,000/-
Due amount	Rs. 49,394/-	Rs.3,49,499/-
Future installment	Rs. 73,440/-	Rs.5,14,560/-
Total Due	Rs.1,22,834/-	Rs.8,64,059/-

'Senior OP

5. The claimant further states that upon the agreed terms and conditions, the additional loan of Rs.5,00,000/- was disbursed to the respondents on 19.06.2012 by the registered office of the claimant on execution of proper documentation in June 2012 such as Loan Agreement, Promissory Note and deposit of title deeds. The said sum of Rs.5,00,000/- was financed under a loan accounts bearing LN 95316. For cursory reference, the details of loan account, loan amount, rate of interest, period of instalments and amount of monthly instalments is set out hereunder:-

SI.No.	Loan Account No.	LN95316
1)	Loan amount	Rs.5,00,000/-
2)	Interest @17.5% for 60 months	Rs.4,37,500/-

		Rs.9,37,500/-
3)	Monthly Instalments	15,625 x 60
4)	Number of Instalments	60
5)	Date of First Instalment:	15.06.2012
	Date of Last Instalment	15.05.2017'

'8. The claimant further states that in respect of the loan account No.95316 the claim amount works out to Rs.7,86,790/- as follows as on 10.06.2014.

	Loan Account No.
	95316

Outstanding amount	Rs.1,87,500/-

Add: 1) AF Charges	Rs. 43,980/-
2) Service Tax	Rs. 5,435/-
2) Legal and other charges	Rs. 3,000/-

Due	Rs.2,39,915/-
Future Installments	Rs.5,46,875/-

Total Due	Rs.7,86,790/-

21. This Court is informed that AF charges is for the delayed payment contemplated under Covenant No.7. This Court is informed that AF is an abbreviation for additional finance charges on outstanding amount mentioned. Two loans in second loan account obviously include interest contemplated under Covenant No.5 of the loan agreement which provides for 16.75 flat interest annualized at 29.45 % per annum besides AF. This takes us to the operative portion of the impugned award. The operative portion of the impugned awards are Paragraph 9 in both the impugned awards and the same read as follows:

'Paragraph 9 of the impugned award in senior O.P

9. IN THE RESULT IT IS AWARDED THAT:-

a) The claimant is entitled against the respondents jointly and severally for a total sum of Rs.7,86,790/- together with interest at 24% p.a from the date of filing of claim petition i.e., 18.06.2014 till is realisation.

b) The respondents are directed to pay a sum of Rs.2,000/-

as costs of the proceedings to the claimant.

c) The Arbitrator's fee determined at Rs.10,000/- is payable by both the parties equally and the claimant shall pay at the first instance and recover 50% of the same from the respondents.

The award is passed accordingly and a copy of the award be communicated to the parties concerned.

'Paragraph 9 of the impugned award in junior O.P

9. IN THE RESULT IT IS AWARDED THAT : -

a) The claimant is entitled against the respondents jointly and severally for a total sum of Rs.9,86,893/- together with interest at 24% p.a from the date of filing of claim petition i.e., 18.06.2014 till it's realisation.

b) The respondents are directed to pay a sum of Rs.2,000/- as costs of the proceedings to the claimant.

c) The Arbitrator's fee determined at Rs.10,000/- is payable by both the parties equally and the claimant shall pay at the first instance and recover 50% of the same from the respondents.

The award is passed accordingly and a copy of the award be communicated to the parties concerned. '

22. A careful perusal of the operative portion reveals that the AT has awarded future interest at the rate of 24% p.a not on the principal, but on the claim made by the claimant which includes both interest and 36% further interest for delayed payment as articulated supra. Therefore, the impugned

awards have been made by granting future interest at the rate of 24% p.a not on the principal but on an amount which includes both interest and penal interest at 36%p.a. I choose to use the term penal interest as Covenant No.7 is in the nature of a penalty for delay in payment of instalments. This is clearly in conflict with public policy of India and it is in contravention with the fundamental policy of Indian law. This is also a patent illegality. Therefore, on this ground, this Court finds for the petitioners and holds that these cases fall in the category of impugned awards shocking the conscience of the Court. In this regard, I remind myself of the judgment of the Hon'ble Supreme Court in the oft-quoted *Associate Builders* case [*Associate Builders Vs. Delhi Development Authority*] reported in (2015) 3 SCC 49] wherein Hon'ble Supreme Court held that if an arbitral award shocks the conscience of the Court, it can be a ground to dislodge the same. To be noted, *Associate Builders* case was subsequently referred to by Hon'ble Supreme Court in *Ssangyong Engineering and Construction Company Limited Vs. National Highways Authority of India* reported in (2019) 15 SCC 131. In *Ssangyong Engineering* case, Hon'ble Supreme Court extensively dealt with the impact of 23.10.2015 amendment on the principles laid down in *Associate Builders* case and the principle with regard to awards which shocks the conscience laid down by Hon'ble

Supreme Court remain undisturbed. The relevant paragraph is as follows:

'36. The third ground of public policy is, if an award is against justice or morality. These are two different concepts in law. An award can be said to be against justice only when it shocks the conscience of the court. An illustration of this can be given. A claimant is content with restricting his claim, let us say to Rs 30 lakhs in a statement of claim before the arbitrator and at no point does he seek to claim anything more. The arbitral award ultimately awards him Rs 45 lakhs without any acceptable reason or justification. Obviously, this would shock the conscience of the court and the arbitral award would be liable to be set aside on the ground that it is contrary to "justice".

23. This Court also finds that this is a patent illegality. In this regard, it is noticed that both captioned OPs have been presented in this Court on 11.01.2017. Therefore, applying the *Ssangyong* principle both captioned OPs are governed by post 23.10.2015 regime of A and C Act. In the post 23.10.2015 regime of A and C Act or in other words, A and C Act as obtaining today, post amendment by Act 3 of 2016 which kicked in with retrospective effect on and from 23.10.2015, patent illegality is available as a statutory provision vide sub-section (2A) of Section 34. There are only two exceptions to this patent illegality ground. One exception is mere erroneous application of law and another is, it should

not turn on re-appreciation of evidence. This case of awarding 24% per annum future interest on a claim which includes interest and penal interest is clearly not a case of mere erroneous application of law and it requires no re-appreciation of evidence. Therefore, without entering into the forbidden arena of re-appreciation of evidence and by holding that this is not mere erroneous application of law, this Court is of the considered view that this case falls in the category of awards which deserve to be dislodged on shocking the conscience of Court principle.

24. This Court is conscious of the fact that a school of thought which says that interest on the claim amount (which includes interest) may be construed as interest on damages or compensation for delayed payment on the basis of which interest on the amount claimed in arbitration has been sustained *inter alia* in ***M.C.Clelland Engineers*** case [***Oil and Natural Gas Commission Vs. M.C.Clelland Engineers S.A*** reported in (1999) 4 SCC 327]. This is made clear to make this order comprehensive and enhance clarity though this ***M.C.Clelland Engineers*** case was not cited by both sides before me. Be that as it may, there are two reasons as to why the impugned award is in conflict with public policy besides being vitiated by patent illegality. In the case on hand, the claim does not include interest alone, but it includes penal interest also

which is styled as additional charges for delayed payment. This means that vide the impugned award interest has been awarded not merely on interest but on penal interest also, that too at the rate of 24% p.a which is one reason. The other reason turns on the delay in making the award. To be noted, this Court has already mentioned supra elsewhere in this order that delay of one year and two months though by itself does not vitiate the impugned award owing to captioned OP being governed by pre 23.10.2015 regime (absent Section 29-A) the delay manifests itself in another form. That manifestation is, this 24% p.a future interest on penal interest also is payable for this period of one year and two months which the AT took for making the impugned award after reserving orders. It is made clear that this view is taken on the basis of facts and circumstances of this case and issues of this nature have to be tested on a case to case basis depending on the factual matrix in each case, but in this case it is a simple loan transaction on a mortgage where the defence by the loanee is signatures were obtained in blank papers and papers with figures blank and they were filled in later but the loanee did not let in evidence either orally nor documentary in this regard. Absence of evidence has been put against the loanee. In this view of the matter mulcting the petitioners in captioned OP with interest on penal interest at 24% p.a for this one year

and two months period also puts this award in the category of one that shocks the conscience of this Court.

25. Before parting with this matter, owing to the trajectory of the matter, this Court deems it appropriate to extract Paragraph 52 of **McDermott** case [**McDermott International Inc. v. Burn Standard Co. Ltd.**, (2006) 11 SCC 181], which reads as follows:

'52. The 1996 Act makes provision for the supervisory role of courts, for the review of the arbitral award only to ensure fairness. Intervention of the court is envisaged in few circumstances only, like, in case of fraud or bias by the arbitrators, violation of natural justice, etc. The court cannot correct errors of the arbitrators. It can only quash the award leaving the parties free to begin the arbitration again if it is desired. So, the scheme of the provision aims at keeping the supervisory role of the court at minimum level and this can be justified as parties to the agreement make a conscious decision to exclude the court's jurisdiction by opting for arbitration as they prefer the expediency and finality offered by it.'

Owing to the discussion and dispositive reasoning thus far both captioned OPs are allowed. To be noted, though the prayer talks about setting aside the awards on several grounds, it will suffice to say that this Court by saying that the OPs are allowed means that impugned awards are set aside. This shall be borne in mind while drafting process is done

by Registry qua this order. Consequently A.Nos.1760 of 2017 and A.No.1821 of 2017 stand closed. Owing to the trajectory of the hearing today, there shall be no order as to costs.

05.01.2021

Speaking order: Yes/No
Index: Yes/No
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