

IN THE HIGH COURT OF DELHI AT NEW DELHI

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Judgment delivered on: 01.03.2021

+ **O.M.P. (COMM) 97/2016**

UNISON HOTELS PRIVATE LIMITED

..... Petitioner

versus

**M/S VALUE LINE INTERIORS
PRIVATE LIMITED**

..... Respondent

Advocates who appeared in this case:

For the Petitioner : Mr Darpan Wadhwa, Senior Advocate with
Mr Ajay Bhargava, Mr Aseem Chaturvedi,
Ms Wamika Trehan, Adv Mr Shivank
Diddi, Advocates.

For the Respondent : Mr Namit Suri, Ms Purnima Singh, Ms
Priyanka Kumar and Ms Shivani Malik,
Advocates.

**CORAM
HON'BLE MR JUSTICE VIBHU BAKHRU**

JUDGMENT

VIBHU BAKHRU, J

1. Unison Hotels Private Limited (hereinafter 'Unison') has filed the present petition impugning an Arbitral Award dated 08.05.2015 (hereinafter 'the impugned award') rendered by the Arbitral Tribunal comprising of a Sole Arbitrator on the ground that it was passed without affording Unison a proper opportunity to be heard.

2. Mr. Darpan Wadhwa, learned senior counsel appearing for Unison had, at the outset, submitted that the impugned award is liable to be set aside on the sole ground that Unison was denied the opportunity to present its defence and therefore, the impugned award is liable to be set aside in terms of Clause (iii) to Sub-section (2) of Section 34 of the Arbitration and Conciliation Act, 1996 (hereinafter ‘the A&C Act’). Thus, the principal question that falls for consideration by this Court is whether the impugned award falls foul of Section 34(2)(iii) of the A&C Act.

Factual Matrix

3. Unison is a company incorporated under the Companies Act, 1956 and is engaged in the Hospitality business. It had launched a hotel named “The Grand” New Delhi (earlier known as “Grand Hyatt”, New Delhi). The said property is a 400 room hotel, which opened for guests in the year 2000. The respondent (hereinafter ‘VIPL’) is engaged in the business of interior decoration on turn-key basis, providing infrastructure, improvements, interior designing etc.

4. Unison had engaged VIPL for providing certain services and executing works in connection with redevelopment/development of its hotel – The Grand. Admittedly, Unison had issued four separate Work Orders to VIPL – Work Orders dated 01.07.2008; Work Order dated 28.08.2008; Work Order dated 28.11.2008; and Work Order dated 28.12.2008 for executing certain works. VIPL claims that the rates for such extra items were to be derived in terms of the contract. It claims

that at the request of Unison, it executed certain extra works but its claims, in that regard, were not paid. VIPL raised final bill aggregating to ₹9,14,97,478/- and against the same, Unison paid a sum of ₹6,97,25,620/-. According to VIPL, Unison failed and neglected to pay the balance amount of ₹2,43,71,848/-, without any justifiable reason. VIPL claims that the only reason provided by Unison for withholding the said payment was the non-receipt of a completion certificate by the Engineer appointed by Unison. According to VIPL, the said reason was without any substance, as the Engineer had cleared and approved the measurements, as submitted by VIPL, along with the Final Bill at the material time. However, certain objections were made regarding the quality of work after a considerable period had elapsed.

5. Since Unison failed to release the payments, which according to VIPL were owed by Unison, VIPL issued a notice of demand dated 30.06.2011 and invoked the Arbitration Clause. It also suggested the name of a former Additional District and Sessions Judge for being appointed as the Sole Arbitrator. Unison responded to the said notice by a letter dated 29.07.2011, denying the claims raised by VIPL. Further, it did not concur with the appointment of an Arbitrator as suggested by VIPL.

6. In view of the impasse, VIPL filed a petition under Section 11(6) of the A&C Act (being ARB.P. 316/2011) in this Court praying that an Arbitrator be appointed. And, by an order dated 09.10.2012 passed in the said matter, this Court appointed Justice Devinder Gupta, a former Judge of this Court as the Sole Arbitrator to adjudicate the disputes

between the parties. This Court further directed that the Arbitration would be conducted under the aegis of Delhi International Arbitration Centre (then known as 'Delhi High Court Arbitration Centre').

7. Thereafter, by a letter dated 28.10.2012, the learned Arbitrator informed the parties that he had accepted his appointment as an Arbitrator and called upon the parties to appear for a preliminary hearing on 09.11.2012. However, none of the parties appeared before him on that date.

8. In the meanwhile, the Delhi International Arbitration Centre (hereafter 'DIAC') issued communications to the parties for completing the pleadings, as per its rules. DIAC issued directions on 30.10.2012 that the Statement of Claims be filed within a period of 15 days as per their prescribed rules. However, VIPL did not file its claims before the said period. It is averred in the present petition that on 05.02.2013, DIAC issued another letter calling upon VIPL to file its Statement of Claims within a period of fifteen days, failing which it would be presumed that VIPL was not interested in pursuing the matter.

9. VIPL filed its claims on 22.01.2014 and by a letter dated 31.01.2014, DIAC communicated the same to Unison and called upon Unison to file its Statement of Defence and counter claim(s), if any. It also called upon Unison to deposit ₹3,41,513/- towards its share of arbitral fees and ₹5,000/- towards miscellaneous expenses. Unison was also informed that if it desired to file counter claim(s) then it was also

required to make an advance deposit of its share of the Arbitrator's fees, as per Schedule B of its Rules.

10. Despite receiving the said letter, Unison did not file its Statement of Defence. However, almost a month later, that is, on 27.02.2014, Unison sent a letter to DIAC contending that the disputes raised were hopelessly barred by time as it had not received any communications from 09.11.2012 till the end of January 2014. Unison also requested DIAC for copies of the earlier proceedings conducted by the learned Sole Arbitrator as well as all communications exchanged in the matter.

11. DIAC sent a letter dated 06.03.2014 responding to Unison's letter dated 27.02.2014. DIAC clarified that pursuant to its letter dated 31.01.2014 and a reminder letter dated 13.02.2013, which was sent to both the parties, VIPL had filed its Statement of Claims on 22.01.2014. It clarified that no hearings had taken place prior to that date. The learned Arbitrator had issued a notice calling upon the parties to appear on 09.11.2012, but none of the parties had appeared before him on that date. DIAC pointed out that the reply/counter claim(s) was required to be filed within a period of thirty days of service of Statement of Claims and that period had expired on 02.03.2014. However, Unison was informed that it could, nonetheless, file its reply/counter claim(s) within a period of thirty days on explaining the delay and subject to costs. Insofar as Unison's contention that disputes were barred by time, Unison was advised that the said issue should be in its reply/counter claim(s). Unison was once again called upon to pay ₹2,17,644/- towards

the Arbitrator's fee and ₹5,000/- towards miscellaneous expenses by 02.04.2014.

12. Unison did not file its reply or raise any counter claims. However, it sent a letter dated 29.03.2014 to DIAC objecting to the arbitral proceedings. It contended that the continuance of the same was arbitrary and unfair. All though DIAC had provided the clarifications as sought, Unison once again asked DIAC to specifically clarify and provide copies of the earlier proceedings as mentioned in the letter dated 06.03.2014.

13. Since Unison had failed to file its reply/counter claim(s) within the time as prescribed, DIAC issued a letter dated 15.04.2014 informing Unison that its right to file the Statement of Defence /counter claim(s) was closed. Unison was, once again, called upon to deposit its share of the Arbitrator's fee.

14. Unison did not respond to the said communication and also did not take any further steps to deposit its share of the Arbitrator's fee.

15. Thereafter, in terms of the applicable Rules, a hearing was fixed before the Arbitrator on 16.07.2014 and DIAC informed Unison about the same by a letter dated 31.05.2014.

16. On 16.07.2014, the learned counsel for the parties appeared before the learned Arbitrator. Before the Arbitrator, learned counsel appearing for Unison raised an objection that the Statement of Claims

had not been filed within the prescribed period and therefore, submitted that the same be rejected.

17. The learned counsel for Unison was informed that whatever objection Unison desired to raise, it could do so by stating the same in its Statement of Defence. Although Unison's right to file a reply/counter claim(s) was closed nonetheless, in the interest of justice, the learned Arbitrator granted Unison further thirty days to file its reply and counter claim(s), if any, along with the supporting documents and its share of the Arbitrator's fee subject to payment of cost of ₹10,000/-. The learned Arbitrator also clarified that Unison would be at liberty to raise all legal and other objections regarding the delay in filing of the Statement of Claims. The learned Arbitrator also gave certain consequential directions for completing pleadings and filing of affidavit(s) of admission/denial of documents and re-listed the matter on 31.10.2014 at 03:00 p.m. It was also made clear that no further time or extension would be granted for filing the Statement of Defence.

18. The counsel for Unison declined to sign the proceedings as he claimed that his objections were not recorded. This too was noted, by the learned Arbitrator in an order dated 16.07.2014.

19. Thereafter, Unison filed a petition under Section 14(2) of the A&C Act read with Section 25(a) and Section 32(2)(c) of the A&C Act, *inter alia*, impugning the order dated 16.07.2014. Unison prayed that the mandate of the learned Sole Arbitrator as well as the arbitral proceedings, be terminated. Unison also prayed that costs of ₹10,000/-

imposed by the learned Arbitrator be also waived on the ground that the learned Arbitrator was *functus officio*.

20. The abovementioned petition (O.M.P. 1248/2014: *Unison Hotels Private Limited v Value Line Interiors Private Limited and Ors.*) was heard and dismissed by this Court on 15.10.2014. This Court further directed Unison to appear before the learned Arbitrator on the date so fixed (that is, 31.10.2014) and comply with the directions issued by the learned Arbitrator in an order dated 16.07.2014. The operative part of the said order is reproduced below:

“6. There is no doubt in my mind that the arbitrator is empowered to consider such an objection, if raised, under Section 25 of the Act. If, on facts and in the circumstances of a case, the arbitrator comes to the conclusion that the delay in filing the statement of claim is of such a nature that he ought to terminate the proceedings, he would proceed to pass such an order.

6.1 The learned arbitrator in the proceedings of 16.07.2014 has made a specific observation to the effect that the petitioner would be free to take all objections in its statement of defence.

7. At this stage, the learned counsel for the petitioner says that under Section 14 of the Act, this court should pass an order terminating the mandate of the learned arbitrator.

7.1 In my view, the petitioner if not more, to some extent has contributed to the delay in the prosecution of the proceedings or should I say its termination. Mr. Aggarwal, as indicated above, informed the court that the petitioner was not represented before the learned arbitrator, on 09.11.2012, for the reason that the counsel for the opposite side i.e., the respondent had informed

him that the respondent did not intend to file a statement of claim. Mr. Aggarwal says that this assertion is made in the pleadings. There is, undoubtedly, no document placed on record which would show that the respondent's counsel had made any such representation. Under Rule 3(6) of the DIAC Rules, on a fresh request being made by claimant, the proceedings can be re-opened. It appears, on statement of claim being filed, the process, at DIAC's end, was re-commenced.

7.2 The record would show, as indicated above, that the petitioner did not move the learned arbitrator between November, 2012 and January, 2014 for closure of proceedings. Whether in the given circumstances, the learned arbitrator should terminate the proceedings, is an aspect, that the learned arbitrator may examine on an objection being taken in that behalf.

7.3 In these circumstances, I decline to exercise powers under Section 14 of the Act, at this stage, in the facts of this case as the proceedings before the learned arbitrator have been, so to speak, reignited.

8. The petition and the captioned application are accordingly dismissed. The petitioner will appear before the learned arbitrator on the designated date i.e., 31.10.2014 and comply with the directions issued by the learned arbitrator vide order dated 16.07.2014.”

21. It is material to note that Unison did not comply with the directions issued by this Court in its order dated 15.10.2014, whereby it was directed to comply with the directions issued by the learned Arbitral Tribunal in an order dated 16.07.2014. Unison did not file its Statement of Defense/counter-claim(s), but it filed an application under Section 25 of the A&C Act before the learned Arbitrator praying that the arbitral proceedings be terminated.

22. At the hearing held on 31.10.2014, the learned Arbitrator noted Unison's conduct and observed that there was deliberate disobedience on its part in complying with the directions issued on 16.07.2014 and no further extension for filing a reply/counter claim(s) could be allowed. The Arbitral Tribunal dismissed Unison's application to terminate the proceedings and directed VIPL to file the affidavit(s) of evidence on or before 04.12.2014. The Arbitral Tribunal fixed the next date of hearing on 15.12.2014.

23. The petitioner filed yet another petition under Section 14(2) and Section 18 of the A&C Act (being O.M.P. 1609/2014), *inter alia*, impugning an order dated 31.10.2014 passed by the Arbitral Tribunal and further, praying that the mandate of the learned Sole Arbitrator be terminated.

24. The Arbitral Tribunal held its third hearing on 15.12.2014 and thereafter, fixed the next hearing on 24.02.2015 for cross-examination of VIPL's witness.

25. In the meanwhile, on 27.01.2015, Unison's petition – O.M.P. 1609/2014 under Section 14(2) and 18 of the A&C Act – was heard and dismissed. A Coordinate Bench of this Court held that the said petition was not maintainable, as the order dated 31.10.2014 passed by the Arbitral Tribunal, was not an appealable order.

26. On 24.02.2015, the examination-in-chief of VIPL's witness (CW-1) was concluded and he was cross-examined by Unison's

Counsel. CW1's cross-examination could not be concluded, and the hearing was adjourned to 23.04.2015.

27. On 07.04.2015, Unison filed a Special Leave Petition (being SLP No. 12084/2015) impugning an order dated 27.01.2015 passed by this Court in O.M.P. No. 1609/2014.

28. On 22.04.2015, while the abovementioned SLP was pending, Unison sent an email to the learned Arbitrator requesting that the hearing fixed on 23.04.2015 be adjourned as its counsel was not feeling well and would not be able to continue the cross-examination. The said request was acceded to and the adjournment, as sought by Unison, was allowed subject to payment of costs of ₹35,000/- to be paid on or before 28.04.2015. It is material to note that Unison did not disclose to either the Arbitral Tribunal or to VIPL that it had filed a Special Leave Petition.

29. The said SLP (impugning an order dated 27.01.2015 passed by this Court in O.M.P. 1609/2014.) was disposed of by an order dated 27.04.2015. The said order is reproduced below:-

“Without interfering with the Order impugned in the special leave petition, we are inclined to grant liberty to the petitioner to file appropriate application before the Arbitrator to file counter claim and reply to the claim and make a suggestion in the application that he would pay costs of fifty thousand rupees to the other side. If such an application is filed with the aforesaid suggestion within three weeks, the Arbitrator shall consider it and he would have the liberty to allow the same, despite the

Order passed by the High Court. The special leave petition is, accordingly, disposed of.”

30. On 27.04.2015, Unison sent an email to the learned Arbitrator informing the Arbitrator that the Supreme Court had permitted it to file an application to seek permission to file the reply and counter-claim(s) with the suggestion that it would pay ₹50,000/- as costs to VIPL.

31. It is relevant to note that Unison did not deposit the costs of ₹35,000/-, subject to which the adjournment was granted by the Arbitral Tribunal. It also did not appear before the Arbitral Tribunal on 28.04.2015. On that date, that is, on 28.04.2015, VIPL’s witness (CW-1) was present, however, none appeared on behalf of Unison. Unison also did not request the Arbitral Tribunal to adjourn the hearing. In the given circumstances, the Arbitral Tribunal noted that there was no procedure for seeking adjournment through emails and accordingly, closed the cross-examination of the witness. Since no further witnesses were to be examined and Unison had forfeited its right to file its Statement of Defence, the matter was listed for arguments on the next day.

32. None appeared on behalf of Unison before the Arbitral Tribunal on 29.04.2015 as well. In the circumstances, the Arbitral Tribunal heard the arguments and reserved the award.

33. Unison has filed a copy of the Special Leave Petition filed before the Supreme Court on 07.04.2015. A reading of the list of dates filed

along with the said SLP indicates that Unison had concealed that the matter was listed before the Arbitral Tribunal on 24.02.2015; that on that date, the witness for VIPL (Mr. Shirish Saxena) was present; his statement was recorded; he had been subjected to cross-examination by the learned counsel for Unison; and the proceedings were deferred to 23.04.2015 for further cross-examination. Although the SLP was filed on 07.04.2015, it is completely silent as to the status of the proceedings before the Arbitral Tribunal or that examination-in-chief of the witness for VIPL was over and he had been partly cross-examined. It does not appear from the order passed by the Supreme Court that Unison had disclosed to the Supreme Court on 27.04.2015 that the matter was listed before the Arbitral Tribunal on 28.04.2015.

34. Mr Wadhwa, learned senior counsel appearing for Unison had submitted that Unison had been combative in its approach and had not complied with the orders passed by this Court. Nonetheless, it had a right to apply to the Arbitrator to file its reply/counter-claim(s) and in terms of the directions issued by the Supreme Court, the Arbitrator was required to consider the same. He also submitted that in terms of the Rules of DIAC, Unison was entitled to a notice, if it was being proceeded *ex parte*.

35. I have heard the learned counsel for the parties.

36. It is apparent from the above that Unison had several opportunities to contest the claims made by VIPL. DIAC had issued due notice of the Statement of Claims filed by VIPL as early as 31.01.2014.

Unison had thirty days to file its Statement of Defence/counter-claim(s), but it did not do so. Unison was provided with a second opportunity by DIAC to file the same within a period of further thirty days by DIAC's letter dated 06.03.2014. Unison did not avail of this opportunity as well.

37. The first hearing of the Arbitral Tribunal was held on 16.07.2014. Although a preliminary hearing had been scheduled by the learned Arbitrator on 09.11.2012, none had appeared before the Arbitrator on that date. Further, the said hearing was not scheduled by DIAC. Thus, the hearing scheduled on 16.07.2014 was the first effective hearing before the learned Arbitrator. Although the time for filing the Statement of Defence/counter-claim(s) had expired, nonetheless, the Arbitral Tribunal gave a further opportunity to Unison to file its Statement of Defence/counter-claim(s) within a period of thirty days subject to costs of ₹10,000/-. This was the third opportunity granted to Unison to file its Statement of Defence/counter-claim(s). However, Unison did not avail of this opportunity as well, instead, it filed a petition under Section 14 read with Section 25(a) and Section 32(2)(c) of the A&C Act before this Court. The said petition was dismissed by an order dated 15.10.2014 and Unison was directed to comply with the Arbitral Tribunal's order dated 16.07.2014. This was effectively the fourth opportunity that was granted to Unison to contest the claims made by VIPL. However, Unison did not comply with the orders passed before this Court – which in turn had directed it to comply with an order dated 16.07.2014 passed by the Arbitral Tribunal – as well.

38. It is relevant to note that Unison also failed and neglected to pay the costs, as directed. At this stage, it would be relevant to refer to Clause (iii) of Sub-section (2) of Section 34 of the A&C Act, which reads as under:

“Section 34(2)(iii) - The party making the application was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings or was otherwise unable to present his case.”

39. According to Unison, the impugned award is liable to set aside on the aforesaid ground. However, given the facts as narrated above, this Court is unable to accept that Unison was “*otherwise unable to present its case*”. On the contrary, Unison had ample opportunity to file its defence and also raise counter-claim(s), but it willfully embarked on a course to obstruct the arbitral proceedings instead of contesting the claims/proceedings. According to Unison, the arbitral proceedings were liable to be terminated as VIPL had not filed its Statement of Claims, within the time as prescribed. Unison was also given an opportunity to urge this contention as a defence to the proceedings instituted by VIPL but Unison did not do so.

40. Unison’s case is principally founded on an order dated 27.04.2015 passed by the Supreme Court in Unison’s SLP (SLP No. 12084/2015). Mr. Wadhwa earnestly contended that on 27.04.2015, the Supreme Court had granted Unison an opportunity to file its Statement of Defence within a period of three weeks of the said order, but Unison was effectively prevented from doing so, as the Arbitral Tribunal had heard the matter and reserved the award without waiting for Unison to

file its application and Statement of Defence. This, according to Mr. Wadhwa, would fall within the scope of Section 34(2)(a)(iii) of the A&C Act.

41. This Court finds it difficult to accept the said contention. This is principally for two reasons. First, that Unison had acted in a manner to effectively frustrate the opportunity granted by the Supreme Court by an order dated 27.04.2015. The Supreme Court had granted liberty to Unison to file an application before the Arbitral Tribunal requesting it to permit Unison to file its reply and counter-claim(s) with the suggestion that it would pay costs of ₹50,000/- to VIPL. Armed with this *ex parte* order, Unison decided not to participate in the hearings that were scheduled before the Arbitral Tribunal, which this Court must observe, had been scheduled at the instance of Unison. Unison neither appeared before the Arbitral Tribunal nor paid the costs, as applicable under the Rules of DIAC and as directed by the Arbitral Tribunal. Clearly, the order of the Supreme Court did not entitle the appellant to ignore the orders passed by the Arbitral Tribunal and avoid the proceedings before the Arbitral Tribunal. It merely gave an added opportunity to Unison to make an application before the Arbitral Tribunal to grant it further time to file its Statement of Defence/counter-claim(s) on payment of costs. It did not grant blanket protection to Unison against non-compliance of the other orders passed by the Arbitral Tribunal or by this Court. But true to its obstructive and, as put by Mr. Wadhwa, combative approach; Unison proceeded to treat the order passed by the Supreme Court as licence to avoid the proceedings

and ignore the hearing before the Arbitral Tribunal, which was fixed earlier at its instance. Obviously, this is not the import of the order dated 27.04.2015, passed by the Supreme Court. Unison having acted in a manner to frustrate the opportunity provided by the Supreme Court, cannot now be heard to contend that it has been denied its right to present its case.

42. Second, that the conduct of Unison disentitles it to any relief. Unison had filed an SLP before the Supreme Court on 07.04.2015. However, it did not disclose the status of proceedings before the Arbitral Tribunal. It did not disclose before the Supreme Court that VIPL's witness had been examined and partly cross-examined by the counsel for Unison and the date of the next hearing for continuing the cross-examination was scheduled by the Arbitral Tribunal on 23.04.2015. It also did not disclose to the Arbitral Tribunal or VIPL that Unison had filed an SLP before the Supreme Court impugning an order dated 27.01.2015 passed by this Court.

43. One day prior to the hearing before the Arbitral Tribunal, the Group Chief Financial Officer sent an email requesting that the hearing scheduled on 23.04.2015 be adjourned on the ground of ill-health of its counsel. This was not accompanied by any medical certificate and any formal application. Nonetheless, the Arbitral Tribunal acceded to that request and adjourned the hearing to 28.04.2015. Even during this period, Unison did not inform the Arbitral Tribunal or VIPL that its SLP would be listed before the Supreme Court. It pursued with its conduct of not complying with the orders passed by the Arbitral Tribunal. It did

not pay the costs subject to which an adjournment was granted and as mandated by the Rules of DIAC; it also did not appear before the Arbitral Tribunal on 28.04.2015. As noticed above, at the same time, it did not disclose before the Supreme Court that the counsel for Unison was amidst cross-examination of the witness of VIPL, who had already tendered his evidence. It does not appear that Unison informed the Supreme Court on 27.04.2015 that the hearing before the Arbitral Tribunal was listed on 28.04.2015 at its instance. Plainly, Unison's conduct cannot be countenanced.

44. It is also relevant to note that the Supreme Court had not directed the Arbitral Tribunal to accept Unison's request for filing a Statement of Defence. It had merely enabled Unison to file an application to permit it to file its Statement of Defence/counter-claim(s) and agree to pay ₹50,000/- as costs. The Arbitral Tribunal was well within its jurisdiction to accept or reject such an application. Clearly, if it had done so on the ground that such of the arbitral proceedings had gone beyond the stage of completion of pleadings and the matter was at the stage of recording of evidence, there would be little reason to interfere with the same.

45. The contention that the arbitral proceedings had been conducted contrary to the Rules and had thus, disabled Unison from presenting its case, is also unmerited. The Arbitral Tribunal had closed Unison's Defence but had not proceeded *ex parte*. It had given full opportunity to Unison to cross-examine the witness and also advance any arguments to contest VIPL's claim. Unison had elected not to avail of this opportunity and had not appeared before the Arbitral Tribunal on the

hearing as scheduled. Plainly, this does not give Unison a ground to impugn the Arbitral Award.

46. It was also contended by Mr. Wadhwa that Unison was not informed of the dates of hearing. This contention is also unpersuasive. Unison was aware of the hearing scheduled on 23.04.2015. At its instance, the hearing was adjourned to 28.04.2015. Clearly, no separate formal notice was required to be sent by the Arbitral Tribunal. It is also a common practice of DIAC to inform the counsel by e-mail or telephonically. The record of proceedings notes that Unison was informed of the dates of hearing. In any event, it was incumbent upon Unison to find out as to the fate of its request for an adjournment. Thus, it is difficult to accept that Unison did not know that the hearing scheduled on 23.04.2015 was adjourned to 28.04.2015. It also cannot claim ignorance of the decision of the Arbitral Tribunal to close the evidence on that date and continue to hear the final arguments on the next date.

47. In view of the above, the present petition is unmerited. This Court finds no reason to interfere with the impugned award. The petition is, accordingly, dismissed.

VIBHU BAKHRU, J

**MARCH 1, 2021
RK**