

Civil Revision No. 735 of 2005

[1]

**IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH**

Civil Revision No. 735 of 2005 (O&M)

Date of decision: 22nd February, 2023

Union of India and others

Petitioners

Versus

M/s Kundan Lal Pyare Lal and another

Respondents

CORAM: HON'BLE MR. JUSTICE AVNEESH JHINGAN

Present: Mr. Sandeep Bhatia, Advocate for the petitioners.
Ms. Promila Nain, Advocate for the respondents.

AVNEESH JHINGAN, J (Oral):

1. This revision petition is filed for setting aside judgment and decree dated 10.8.1999 and the appellate order dated 19.10.2004.
2. In brief, the facts are that respondent No. 1 (for short, 'the respondent') was allotted contract for constructing accommodation for married officers at Bathinda. The work was to be completed by 19.3.1980. On completion of work, in March, 1980 the bills were finalised and the payment made. The petitioner later raised claim of Rs.8528/-. The respondent filed a suit for permanent injunction which was decreed in its favour. Thereafter, the petitioner raised a demand of Rs.84,619/- excluding the earlier amount. Another suit for permanent injunction was filed by the respondent. The judgment and decree were passed in its favour. The judgment attained finality as the appeal filed by the petitioner was dismissed. The petitioner unilaterally appointed a sole arbitrator. The

proceedings culminated into award dated 4.2.1991 awarding Rs.75,407/- in favour of the petitioners and Rs.10,000/- to the respondent.

3. Aggrieved of the award, the respondent filed a petition under Sections 30 and 33 of the Indian Arbitration Act, 1940 (for short, 'the Act'). The petition was allowed on 10.8.1999 considering that there was no evidence to show that prior intimation was sent to the respondent for referring the matter to the arbitrator. Further that as per clause 16 of the contract no recovery could be made after two years of the payment of the final bill. The appeal filed by the petitioners against the order was dismissed on 19.10.2004.

4. Learned counsel for the petitioners submits that the courts erred in setting aside the well reasoned award. He further submits that *albiet* payment was made to the respondent but the petitioner had a claim for recovery.

5. Learned counsel for the respondent defends the impugned judgments. She submits that the issue with regard to the payment made and recovery claimed by the petitioners had attained finality.

6. The reasoning recorded in the impugned order that the arbitrator had gone beyond the terms and conditions of the contract needs no interference. As per clause 16 of the contract the recovery could have been made within two years of making the final payment. It is not being disputed that in the case in hand, the appointment of arbitrator itself was after ten years of the final payment.

7. No infirmity is pointed out for interference by this court.

8. The petition is dismissed.

9. Since the main case has been dismissed, pending applications,

if any rendered infructuous.

[AVNEESH JHINGAN]
JUDGE

22nd February, 2023
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1. Whether speaking/ reasoned

:

Yes / No
2. Whether reportable

:

Yes / No