



Arb.O.P.No.12 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 25.03.2024

CORAM

THE HON'BLE MR.JUSTICE N.SATHISH KUMAR

Arb.O.P.No.12 of 2024 & A.No.736 of 2024

GTL Infrastructure Limited,
Represented by is Managing Director,
Registered office at Global Vision, 3rd Floor,
Electrical Sadan – 2, MITDC, TTC Industrial Area,
Mahae, Navi Mumbai – 400 710
Branch office at : New No232, Old No.186,
City Centre, 3rd Floor, Purasawalkam High Road,
Kulpauk, Chennai – 600 010.

.. Petitioner

VS.

R.Ramkumar

.. Respondent

This Arbitration Original Petition has been filed under section 34 [2] [a] of Arbitration and Conciliation Act, 1996 to partly set aside the arbitral award dated 09.10.2023 with regard to clause [i], [ii] and [iii] of the award and the supplementary award dated 02.12.2023 passed by the Arbitral Tribunal, Mr.Kishore Balasubramanian, Sole arbitrator in Arb [AT] No.1 of



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For petitioner : Mr.C.Sakthimanikandan

For respondent : Mrs.S.Mhalakshmi

ORDER

Challenging the Arbitral Award dated 09.10.2023 passed by the Arbitrator in Arbitration Case Arb [AT] No.1 of 2023, the petitioner has filed the present petition.

2. The learned Arbitrator passed the award directing the petitioner herein to pay sum of Rs.2,18,644/- towards balance of rent payable to the respondent for the period from January 2018 to February 2023 along with interest at 9% per annum on Rs.2,18,644/- from the respective due date of these payments until realisation of the same, to pay a further sum of Rs.34,976/- towards the outstanding dues payable to the Claimant for the period from March 2023 to October 2023 albeit without any interest and to



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forthwith remove the mobile tower in the schedule property and vacate subject property and in the event of failure to do so by 31.10.2023, to pay a rent of Rs.25,000/- per month from 01.11.2023 until the date of removal of the mobile tower and vacate the subject property.

3. The agreement entered between the parties in respect of erecting mobile power is not disputed by both sides. The agreement also provides clause for reference to arbitrator if any dispute arose between the parties. As the rent has not been properly paid, the matter has been referred to the learned arbitrator. The learned arbitrator after considering entire material produced by both sides, has passed the award as stated above. The same was put in challenge before this Court.

4. The award has been mainly challenged on the ground that the learned arbitrator has not properly appreciated the facts placed by the petitioner and the learned arbitrator has gone beyond the pleadings. The further contention of the learned counsel for the petitioner is that while



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passing the supplementary Order, no notice, whatsoever, was given to the petitioner and further the learned arbitrator has awarded future damages, which is beyond the pleadings. Hence, the same has to be set aside.

5. The first contention of the petitioner that the supplementary award passed has prejudiced the petitioner. It is relevant to note that with regard to a typographical correction of the amount of Rs.1200/- and to set right the mistake crept in the Award dated 09.10.2023, supplementary award has been passed. When there is no dispute with regard to the payment of arrears, mere correction of the typographical error cannot be said that the arbitrator has gone beyond the pleadings. As far as the other contention that the arbitrator has awarded damages beyond the pleadings, the same has no legs to stand. In fact, the arbitrator has awarded damages only in the event of failure of the petitioner removing the mobile tower and handing over possession. Therefore, in the absence of any grounds set out under section 34 of the Arbitration and Conciliation Act, the factual aspects dealt by the arbitrator cannot be gone into. Hence, I do not find any infirmity to interfere with the



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award passed by the arbitrator.

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6. Accordingly, this petition is dismissed. Consequently, connected application is closed.

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N.SATHISH KUMAR, J.

vrc

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