



CWP-3747 of 1998(O&M)

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

**CWP-3747 of 1998(O&M)
Date of decision:-19.07.2024**

M/s Panipat Roller Flour Mills (Pvt.) Ltd.

...Petitioner

Versus

Union of India and others

...Respondents

CORAM : HON'BLE MR. JUSTICE SUVIR SEHGAL

Present : Mr.Baljinder Singh, Advocate for
Mr.Sartaj Singh Narula, Advocate
for the petitioner.

Mr.Gaurav Mohunta, Senior Panel Counsel
for respondent No.1 – Union of India.

SUVIR SEHGAL, J.(ORAL)

1. By way of present writ petition filed under Articles 226/227 of the Constitution of India, petitioner has approached this Court, *inter alia*, for issuance of a writ in the nature of certiorari for quashing of the arbitral award dated 20.02.1998, Annexure P8, passed by respondent No.4. Another prayer has been made for directing the respondents to refrain from charging excess amount of telephone bill for the period

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from 16.01.1997 to 15.03.1997 and from disconnecting the telephone connection.

2. Counsel for the petitioner submits that the petitioner has two landline numbers and has been regularly using them. He has been availing the STD facility but never availed the facility of ISD. He submits that the petitioner received a telephone bill, Annexure P10, with billing cycle up to 01.04.1997 for an amount of Rs.1,33,445/-, which reflected that the petitioner has been charged for international calls. He submits that the petitioner filed a suit for declaration before the Civil Judge (Senior Division), Panipat and the Court restrained the respondents from disconnecting the connection. He submits that the petitioner deposited the undisputed amount of Rs.22,933/- and a fresh bill of Rs.1,10,512/-, Annexure P4, was issued for the disputed amount. He submits that the suit was withdrawn and the dispute was referred to an Arbitrator, who has passed the impugned award to the effect that the petitioner is not entitled to any relief in the bill. Counsel for the petitioner has contended that the petitioner is being wrongly charged for the international calls as the calls have been made during the night hours when the premises of the petitioner remained closed and there is every possibility of the misuse of the facility by an employee of the respondents.

3. Upon notice, writ petition has been contested by the respondents by filing a written statement wherein it has been submitted that the petitioner had the option of dynamic locking facility, but he never availed of it. It has been further submitted that no ground as laid



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down in Section 30 of the Arbitration Act, 1940 is made out for setting aside the impugned award.

4. I have heard counsel for the parties and considered their respective submissions.

5. The relevant extract of the award, Annexure P8, passed by the learned Arbitrator deserves to be noticed and is reproduced as under:

“.....During the personal hearing, Shri B.M. Mehta and Shri R.C. Sharma, Advocate on behalf of the complainant denied all ISD calls shown in the computerised detail billing for the period 16.01.97 to 15.03.97. When asked as to why ISD is being availed when there is no business outside India, Mr.Mehta told that ISD is utilised as and when Mr.Mittal (the owner of the Mills) is outside India and in case of any requirement the Mill Manager has to contact Mr.Mittal on ISD. In the written statement, the plaintiff denied all ISD calls on the plea that all these Nos. are Mast Mast Numbers and the petitioner firm did not enjoy the same. On perusal of the print out it has been noticed that in most of the cases the ISD calls are either immediately preceeded/followed by the STD call, which has been owned by the petitioner eg. all ISD calls listed at S.No.358 to 374 were availed from 21/06 hrs of 19.2.97 to 0039 hrs of 20.2.97, which have been disowned by the petitioner but calls listed at S.No.375-376 for Telephone No.02962-41337 and 0296242138 between 0039 hrs to 0046 hrs on 20.2.97 have been accepted by the petitioner. Again on 24.2.97, an STD call listed at S.No.492 in the print out for



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Nakodar Telephone No.01821-20183 ended at 21/22 hrs. has been accepted by the petitioner but preceeding ISD call at S.No.491 ended at 22/12 hrs and succeeding calls at S.No.493 to 517 ended at 22/30 hrs of 24.2.97 to 7/07 hrs of 25.2.97 have been denied.

All these facts proved (sic prove) beyond doubt that all the ISD calls were availed by the same person who availed NSD (sic STD) calls in the intervening, preceeding or succeeding period. After hearing, both the parties confirmed that there was no more evidence/documents available with them in support of their case.

After hearing both the parties to the dispute and examining the statements/documents regarding calling trend of the petitioner and keeping in view the principle of natural justice, I J.N. Aggarwal D.E.T. (O/D) Yamuna Nagar as a sole Arbitrator hereby give the award as under:-

“No rebate is allowed in bill dated 1.4.97 for the period 16.1.97 to 15.3.97.”

6. A perusal of the above reproduction shows that the petitioner has admitted the calls made prior and subsequent to the calls made to the disputed numbers. A presumption, therefore, has to be drawn against the petitioner. Insofar as his argument that the facility has been misused by an employee of the respondents, the same deserves to be rejected as the petitioner never raised such a plea before the learned Arbitrator nor has he been able to substantiate it before this Court. The impugned award does not call for any interference.



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- 7. Writ petition sans merit and is hereby dismissed.
- 8. Pending miscellaneous application, if any, stands disposed of.

19.07.2024

Brij

Whether reasoned/speaking : Yes/No

Whether reportable : Yes/No

(SUVIR SEHGAL)

JUDGE