



2024:DHC:5805



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI*****Decided on: 06.08.2024***+ **O.M.P. (COMM) 272/2017**EMPLOYEES' STATE
INSURANCE CORPORATION

..... Petitioner

versus

M/S UTTAR PRADESH RAJKIYA
NIRMAN NIGAM LTD.

..... Respondent

+ **OMP (ENF.) (COMM.) 79/2019**M/S UTTAR PRADESH RAJKIYA
NIRMAN NIGAM LTD

..... Decree Holder

versus

EMPLOYEES' STATE
INSURANCE CORPORATION

..... Judgement Debtor

Appearance:-

Mr. S. Wasim A. Qadri, Senior Advocate with Mr. Saahil Gupta, Mr. Saeed Qadri, Mr. Tamim Qadri & Ms. Deeksha, Advocates for Employees' State Insurance Corporation.

Mr. Prashanto Sen, Senior Advocate with Mr. Anil Kumar Mishra, Mr. Mrinal Bharti, Mr. Manish Kumar Shekhari, Mr. Shivank Pratap Singh, Ms. Sanjana Srivastava & Ms. Sakshi Panwar, Advocates for M/s Uttar Pradesh Rajkiya Nirman Nigam Ltd.

CORAM:**HON'BLE MR. JUSTICE PRATEEK JALAN****J U D G M E N T****O.M.P. (COMM) 272/2017 & I.A. 8344/2017 (for stay), I.A. 9338/2023**
(condonation of delay in filing of additional affidavit by the respondent)

1. By way of this petition, under Section 34 of the Arbitration and Conciliation Act, 1996 ["the Act"], the petitioner - Employees' State



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Insurance Corporation [“ESIC”] assails an arbitral Award dated 10.03.2017, by which an Arbitral Tribunal has held that the respondent - M/s Uttar Pradesh Rajkiya Nirman Nigam Ltd. [“UPRNN”] was entitled to refund of labour cess under twenty contracts between the parties.

A. Facts

2. ESIC, established under a Central statute in 1948, entrusted twenty projects on turnkey basis, for establishment of medical colleges and hospitals all over India, to UPRNN, which is an undertaking of the State of Uttar Pradesh. These contracts were entered into between 2008 and 2011. The contracts were not awarded through a tender, but were a result of direct negotiations between ESIC and UPRNN.

3. The contracts contemplated payment to UPRNN on the basis of a percentage of the project cost. The project cost was finalised by ESIC in consultation with an Architecture and Engineering [“A&E”] consultant, who prepared a Detailed Assessment [“DA”]. The DA included various civil and electrical components of the work. The prices were based upon the Delhi Schedule of Rates, 2007 [“DSR, 2007”] and non-DSR/item market rates. The only dispute¹ adjudicated in arbitration was with regard to UPRNN’s claim for reimbursement of labour cess paid under the Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 [“BOCW Act”].

4. Twenty claims were submitted to arbitration, which were ultimately awarded by the Arbitral Tribunal in favour of UPRNN by the impugned Award dated 10.03.2017.

¹ There was an additional dispute in one of the cases (the Tirupati contract) regarding price escalation, which was subsequently settled during the pendency of the arbitral proceedings.



B. Contractual Clauses

5. Mr. S. Wasim A. Qadri, learned Senior Counsel for ESIC, relied upon the following clauses of the contracts in question²:

“Turnkey Contract Agreement

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1.5 No modification or amendment to this Contract including any of the Appendices hereto shall be valid and effectual unless expressly agreed as an amendment thereto and is in writing and dated and duly executed by the authorized representatives of the Parties thereto.

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3.1 The Contractor agrees and undertakes to execute the Works, complete in all respects, under and in accordance with this Contract.

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4.2 With reference to the Contract Price, the Contractor acknowledges and confirms that

i) The unit prices set forth in the BOQ at the Appendix ‘E’ to this Contract Agreement are firm and fixed and not subject to any escalation save and except to the extent otherwise expressly set forth in this Contract;

ii) The unit prices are including all applicable taxes leviable other than the taxes to be reimbursed as prescribed in the Particular Conditions.

iii) All taxes on income of the Contractor shall be borne and be the liability of the Contractor and the Client shall not be liable for the same in any manner whatsoever.

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General Conditions

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1.13 Compliance with Laws

The Contractor shall, in performing the Contract, comply with all applicable Laws.

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² These contractual provisions were admittedly the same in the 20 contracts in question. Clauses from the contract for Aurangabad dated 18.05.2009 have been reproduced.



4.11 Sufficiency of the Contract Price

The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Contract Price.

Unless otherwise stated in the Contract, the Contract Price covers all the Contractor's obligations under the Contract (including those under Provisional Sums, if any) and all things necessary for the proper design, execution and completion of the Works and the remedying of any defects or deficiencies therein.

No extra payments shall be admissible to the Contractor consequent upon any alleged is understanding or miscalculation or arising out of any mistake or factors not specifically provided in the Contract.

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4.12 Unforeseeable Difficulties:

Except as otherwise stated in the Contract:

(a) *the Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Works;*

(b) **by signing the Contract, the Contractor accepts total responsibility for having foreseen all difficulties and costs of successfully completing the Works; and**

(c) the Contract Price shall not be adjusted to take account of any unforeseen difficulties or costs.

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6.1 Engagement of Staff and Labour

Except as otherwise expressly stated in the Particular Conditions or, the Contractor shall make arrangements for the engagement of all staff and labour, local or otherwise, and for their payment, housing, feeding and transport.

6.2 Rates and Wages and Conditions of Labour

The Contractor shall pay rates of wages, and observe conditions of labour, which are not lower than those established for the trade or industry where the work is carried out. If no established rates or conditions are applicable, the Contractor shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by employers whose trade or industry is similar to that of the Contractor. Nothing contained in this Clause 6.2 shall relieve the Contractor of its obligation to observe and comply with applicable law in this behalf.



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6.4 Labour Laws

The Contractor shall comply with all the relevant labour Laws applicable to the Contractor's Personnel including Laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights. Contractor shall also comply with all laws relating to contract labour.

The Contractor shall require his employees and the Subcontractors and their employees to comply with all applicable Laws, including those concerning safety at work.

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13.7 Adjustments for changes in Legislation

The Contract Price shall be adjusted to take account of any increase or decrease in Cost resulting from a change in the Laws of the Country (including the introduction of new Laws and the repeal or modification of existing Laws) or in the judicial or official government interpretation of such Laws, made after the Base Date, which affect the Contractor in the performance of obligations under the Contract.

If the Contractor suffers (or will suffer) delay and/or incurs (or will incur) additional Cost as a result of these changes in the Laws or in such interpretations, made after the Base Date, the Contractor shall give notice to the Employers and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claim] to:

(a) An extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 (Extension of Time for Completion], and

(b) Payment of any such Cost, which shall be added to the Contract Price.

After receiving this notice, Employer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

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14.1 The Contract Price

The Contractor shall pay all taxes, duties and fees required to be paid by him under the Contract, and the Contract Price shall not be adjusted for any of these costs, except as stated in Sub-Clause 13.7 [Adjustments for Changes in Legislation].

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Particular Conditions

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7.3

*The Contractor shall follow observe and comply with all applicable laws, rules, regulations and procedure including all Govt. of India and concerned Local authority rules, procedures and regulations while performing Work under the Contract including the designing, detailing, estimation, dealing with variations, site supervision etc. and obey instructions, rules and regulations of agencies having jurisdiction as issued or applicable from time to time. **The Contract price and the rates under the Contract shall be deemed to be inclusive of all expenses required for complying with all such applicable laws, rules, regulations and procedures.***

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14.3 Interim Payments

The value of work under Sub-Clause 14.3 (a) of General Conditions shall be as follows:-

i) The estimated Contract Value of the works executed shall be the product of the quantities executed (as evidenced from the measurement book entries made by the Contractor for his sub contractor) and the rates of the item in the BOQ approved by the ESIC and forming part of the Contract.

ii) Advance [Payment against material and plants for incorporating in the permanent work which are non perishable and non inflammable and are

- Planned to be substantially consumed in the subsequent quarter.*
- Are as per the specification and in the right quantity and have been tested and approved.*
- Are properly stored, protected against loss or deterioration.*
- Indemnity bond in approved format has been provided by the Contractor.*

The advance payment shall be 75% of cost of material as shown in the Vouchers or 75% of the rate of the item in the BOQ of detailed estimate, whichever is lower.

Actual quantity executed against each item shall be paid. However, in case of excess quantity executed, the payment shall be restricted to 10% above the quantity in the detailed estimate for each item of work.



iii) Centage charges will be paid @ 5% of the value of work executed and employer will pay the charges of design consultant directly. Contingency upto 3% of value of work shall be paid only on production of supporting documents (in original).

The following Taxes and duties shall be reimbursed by the Employer on production of original receipts evidencing their payment to the authorities by the Contractor-

(a) Turnover tax on work Contract.

(b) Service Tax.³

C. Submissions of learned counsel

6. Relying upon these contractual clauses, Mr. Qadri submitted that the contracts specifically excluded reimbursement of any taxes or cess, other than turnover tax on works contract and service tax⁴. He drew my attention to Clause 7.3 and Clause 14.3(iii) of the Particular Conditions of Contract. He pointed out that Clause 14.3(iii) of the Particular Conditions of Contract specifically provided for reimbursement by ESIC of amounts paid by UPRNN towards turnover tax on works contract and service tax, but no corresponding provision applied to labour cess.

7. Mr. Qadri submitted that, in Clauses 4.11 and 4.12 of the General Conditions of Contract, the parties specifically excluded any additional payments on any account. He submitted that the learned Arbitrator has, therefore, exceeded the provisions of the contract in permitting UPRNN to recover the amounts paid by it under the BOCW Act. He argued that, under Section 3 of the Building and Construction Workers Welfare Cess Act, 1996 [“Cess Act”], the liability for payment of cess lies upon the “employer”, which includes a “contractor” (UPRNN in this case). Mr. Qadri submitted that the learned Arbitrator has correctly recorded that

³ Emphasis supplied.

⁴ Clause 14.3(iii) of the Particular Conditions of Contract.



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UPRNN's entitlement to pass on the liability to ESIC is dependent upon the contractual arrangements between them, but has erred in proceeding contrary to those terms, on the basis that the contractual terms were formulated by ESIC, and that the contract was not awarded subject to a tender.

8. Mr. Qadri relied upon the judgments of the Division Bench of this Court in *Delhi Metro Rail Corporation v. Simplex Infrastructures Ltd. and ors.* ["Simplex Infrastructures"]⁵ and *Builders Association of India v. Union of India and anr.* ["Builders Association"]⁶ to submit that, in the absence for a provision of recovery of labour cess, an arbitral tribunal could not award such an amount. He also placed the judgment of the Supreme Court in *Dewan Chand Builders and Contractors v. Union of India and ors.* ["Dewan Chand"]⁷, which upheld the imposition of liability upon a contractor. In these circumstances, Mr. Qadri submitted that the impugned award suffers from patent illegality, inasmuch as it clearly exceeds the terms of the contract between the parties.

9. Mr. Prashanto C. Sen, learned Senior Counsel for UPRNN, on the other hand, argued that the impugned award does not suffer from any infirmity, which requires the intervention of the Court under Section 34 of the Act. He pointed out that the estimates on the basis of which the contractual rates were arrived at, were taken from the DSR, 2007, which did not include the levy of labour cess. It was only in the judgment of the Supreme Court in a *A. Prabhakara Reddy and Company v. State of*

⁵ Judgment dated 26.08.2011 in FAO (OS) 674/2010 and connected matters.

⁶ ILR (2007) 1 DELHI 1143.

⁷ (2012) 1 SCC 101.



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Madhya Pradesh and ors. [“Prabhakara Reddy”]⁸, that it was clarified that the BOCW Act was in force effective from 01.03.1996.⁹ Mr. Sen contended that the contractual provisions, relied upon by ESIC, would not apply, if the levy was not part of the DSR, 2007 at all.

10. Mr. Sen relies upon the judgment of the Court in *National Highways Authority of India v. Gammon-Atlanta (JV)* [“Gammon”]¹⁰ and *National Highway Authority of India vs. Progressive- MVR Joint Venture* [“Progressive”]¹¹, in support of the proposition that a contractor is entitled to reimbursement of the amount paid on this account, even though the Cess Act was in contemplation of the parties at the time of the contract. *A fortiori*, Mr. Sen submitted that, where the levy was not within the contemplation of the parties at all – a finding of a fact returned by the learned Arbitrator – the Award cannot be challenged on this ground. He also submitted that the contractual provisions, restricting the reimbursement of taxes only to turnover tax of works contract and service tax, would not apply to a cess such as the levy under the BOCW Act.

11. Mr. Sen submitted that the learned Arbitrator has correctly noted that the contractual terms were formulated by ESIC, and did not contain a provision with regard to labour cess. Effectively, according to Mr. Sen, the learned Arbitrator has, thus, applied the doctrine of *contra proferentem* and resolved a contractual ambiguity against the party which drafted the contract.

⁸ (2016) 1 SCC 600.

⁹ Id., paragraph 6.

¹⁰ 2013 SCC OnLine Del 3149.

¹¹ 2018 SCC OnLine Del 7628.



12. Additionally, Mr. Sen drew my attention to correspondence between the parties, which, according to him, establishes that the parties were *ad idem* that UPRNN would be entitled to recovery, if labour cess was not included in the DSR, 2007. These include an inspection note dated 15.02.2010 of the Chief Engineer, ESIC, regarding one of the sites in question, minutes of a meeting taken by the Secretary, Ministry of Labour & Employment dated 19.07.2011, and a further clarification of the Chief Engineer, CPWD, Hyderabad dated 22.07.2011, to the effect that workers' welfare cess is not included in the DSR, 2007. A similar clarification was issued by the A&E consultant appointed by ESIC in their communication dated 15.11.2013. Mr. Sen contended that the arbitral Award, based on a consideration of these uncontroverted documents, ought not to be interdicted under Section 34 of the Act. Learned Senior Counsel relied upon the judgments of this Court in *Gammon*¹², *Progressive*¹³ and *NHPC Ltd. v. Hindustan Contraction Company Ltd. and ors.*¹⁴ in this connection.

D. Analysis

13. Before examining the respective contentions of the parties on merits, it must be borne in mind that the Court exercises limited jurisdiction under Section 34 of the Act. The interpretation of contractual provisions and matters of evidentiary assessment are ordinarily within the province of the arbitral tribunal¹⁵. The Court is obliged to uphold an award if the reasons stated are plausible, even if the Court itself would

¹² Supra (note 10).

¹³ Supra (note 11).

¹⁴ 2023 SCC OnLine Del 8395.

¹⁵ *MMTC Ltd. v. Vedanta Ltd.*, (2019) 4 SCC 163; *McDermott International Inc. v. Burn Standard Co.*



have come to a different conclusion on interpretation of the contract or on the basis of the evidence led¹⁶. The narrow exceptions to the principle of judicial deference arise only if the arbitral tribunal returns findings which the Court considers to be entirely capricious, perverse or arbitrary¹⁷. The test, as explained by the Supreme Court, is that the Court must come to a conclusion that the view taken by the arbitral tribunal was one which no reasonable arbitral tribunal could have reached¹⁸.

14. Turning to the case at hand, in arriving at his conclusions, the learned Arbitrator, *inter alia*, noted that the argument of UPRNN was based upon communications between the parties, which showed an agreement on the part of ESIC that UPRNN would be entitled to reimbursement of labour cess, if it had not been included in the DSR, 2007 cost indices. The other two arguments, noticed by the learned Arbitrator, were that the statutory liability for payment of labour cess fell, in the first instance, upon ESIC (being the principal employer), and that the Cess Act constituted "*change in law*", based upon which UPRNN was even contractually entitled to the reimbursement.

15. Upon considering the submissions of the parties, the learned Arbitrator rendered the following findings:

- a. The contracts were entered into after 26.03.1998¹⁹, making the levy of cess under the Cess Act read with the BOCW Act,

Ltd., (2006) 11 SCC 181.

¹⁶ *UHL Power Co. Ltd. v. State of H.P.*, (2022) 4 SCC 116; *Dyna Technologies (P) Ltd. v. Crompton Greaves Ltd.*, (2019) 20 SCC 1.

¹⁷ *Reliance Infrastructure Ltd. v. State of Goa*, (2024) 1 SCC 479; *Ssangyong Engineering & Construction Co. Ltd. v. NHAI*, (2019) 15 SCC 131.

¹⁸ *Parsa Kente Collieries Ltd. v. Rajasthan Rajya Vidyut Utpadan Nigam Ltd.*, (2019) 7 SCC 236; *Konkan Railway Corpn. Ltd. v. Chenab Bridge Project*, (2023) 9 SCC 85.

¹⁹ Date of notification of Rules under the Cess Act.



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effective in terms of the judgment of the Supreme Court in *Prabhakara Reddy*²⁰.

- b. The question of statutory liability under the Cess Act is distinct from the validity of a contractual claim for reimbursement. There is no prohibition against the parties agreeing that one of them would reimburse the other for any amount paid in discharge of the statutory liability under the Cess Act.
- c. In the present case, the project cost was finalised by ESIC in consultation with its A&E consultants. The DAs were based upon the DSR, 2007, and non-DSR items were based on market rates. Labour cess was not included in either of these categories. The learned Arbitrator also recorded that a specific provision with regard to reimbursement of labour cess was made in DSR, 2012, which would not be applicable to the present case, which was based upon DSR, 2007.
- d. The DAs also show that labour cess was not included.
- e. The contractual clauses cited by ESIC do not cover the present situation where the estimates were framed by ESIC, without participation of the claimants. The provisions regarding discharge of liabilities towards staff and labour is independent of the payment of labour cess.
- f. The provision regarding the reimbursement of turnover tax on works contract and service tax, was incorporated because

²⁰ Supra (note 8).



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those taxes were specifically covered in the detailed estimates, whereas labour cess was not.

- g. As far as the purported admissions are concerned, the learned Arbitrator relied upon the meeting dated 15.02.2010, during the visit of the Chief Engineer, ESIC, minutes of the meeting chaired by Secretary, Ministry of Labour and Employment, on 19.07.2011, and the communication of the Chief Engineer, CPWD dated 22.07.2011. The A&E consultants, appointed by ESIC, also confirmed that the estimates prepared by them did not include labour cess²¹.

16. It is on the basis of these findings that the learned Arbitrator awarded UPRNN's claims.

17. Viewed from the narrow lens available under Section 34 of the Act, I am of the view that ESIC has failed to make out a case for interference with the impugned Award, to the required standard. The learned Arbitrator has correctly held that the parties could come to a contractual arrangement with regard to bearing of the burden of labour cess. This question is distinct from the levy of statutory liability, which is really a red herring. Regardless of the imposition of liability on one party by the Cess Act read with the BOCW Act, the parties can always agree *inter se* that one would reimburse the other for the payments made. The imposition of the levy under the Cess Act and the BOCW Act, in the present case, is undisputed. The judgment of the Supreme Court in *Prabhakara Reddy*²² makes it clear that the Acts were effective from a

²¹ Communication dated 15.11.2013.

²² *Supra* (note 8).



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date well prior to the contracts in question. There is also no factual dispute with regard to payments having been made by UPRNN.

18. The only significant question then, is whether the parties agreed contractually that ESIC would reimburse the amount to UPRNN. On this question, the following documents between the parties support the conclusion of the learned Arbitrator that ESIC was so bound:

- a. The issue was raised during a visit of the Chief Engineer, ESIC to the Hyderabad project site on 15.02.2010. The Chief Engineer, ESIC, by a communication dated 22.02.2010, forwarded an "inspection note" to UPRNN, which includes the following:

"4. Labour cess notified by Govt of Andhra Pradesh will be paid as per actual as reimbursement UPRNN should submit undertakings that it is not included in the DSR cost indexes or quarterly escalation being paid to contractor."

- b. The Secretary, Ministry of Labour and Employment, Government of India, also conducted a meeting at one of the project sites on 19.07.2011. The minutes of the meeting records as follows:

"6. UPRN enquired about admissibility of labour cess being reimbursed by ESIC. Secretary clarified that ESIC would reimburse labour cess only if it is not included in CPWD DSR rate otherwise it shall not be reimbursed. UPRN should submit all relevant data to Chief Engineer, ESIC for further action."

- c. The Chief Engineer, CPWD, confirmed that the DSR, 2007 did not include labour cess²³.

²³ Communication dated 22.07.2011.



d. The A&E consultant also accepted that labour cess was not included in the DAs²⁴.

19. It appears from these documents, contemporaneously exchanged between the parties, that the parties intended the contractual restrictions on levy of additional costs to be restricted to those items, which formed part of the DAs. While such a construction does not appear evident from a mere reading of the contractual provisions, the documents extracted above reflect a mutual understanding, which falls within the doctrine of *contemporanea expositio*.

20. While construing the terms of a contract, the conduct of the parties and correspondence exchanged are also relevant factors to be considered by the arbitrator. Once the arbitrator assumes jurisdiction to interpret the contract, the Court cannot intervene under Section 34 of the Act, unless there exists any manifest error on the face of the award.²⁵ The correspondence exchanged by the parties, as observed by the learned Arbitrator, clearly evince an understanding between ESIC and UPRNN that labour cess- which was not included in the DSR, 2007 rates- would be reimbursed.

21. The judgments cited by learned Senior Counsel for the parties, must also be examined in this context. *Dewan Chand*²⁶ was cited by learned Senior Counsel on both sides, on the question of whether the Act had come into force at a time of the contracts in question, and on the question of the party upon whom the cess was statutorily levied. The first

²⁴ Communication dated 15.11.2013.

²⁵ *McDermott International Inc. v. Burn Standard Co. Ltd.*, (2006) 11 SCC 181, paragraphs 112-113; *MMTC Ltd. v. Vedanta Ltd.*, (2019) 4 SCC 163, paragraph 16.

²⁶ *Supra* (note 7).



of these questions has been conclusively answered in *Prabhakara Reddy*²⁷, and the second is, for the reason stated above, not determinative of the question at hand.

22. For the same reason, *Builders Association*²⁸, relied upon by Mr. Qadri is also, in my view, irrelevant.

23. The judgments of the Division Bench in *Gammon*²⁹ and *Progressive*³⁰, cited by Mr. Sen, support his contention that the cess should be reimbursed if it was not in the contemplation of the parties at the time the contract was entered into. The correspondence between the parties highlighted above, in my view, aligns with this proposition. In *Gammon*³¹, the Division Bench came to this conclusion after noticing the judgment in *Simplex Infrastructures*³², cited by Mr. Qadri.

24. Although the rationale of the learned Arbitrator, as articulated in Section 2.3 of the impugned Award, turns upon a somewhat different reasoning, the facts and documents referred to above, have been referenced in the impugned Award. The reading of an award must lean in favour of upholding it, particularly when arbitral awards are rendered by non-lawyer arbitrators³³.

25. For the aforesaid reasons, I am of the view that the impugned Award does not call for interference within the narrow parameters of Section 34 of the Act.

²⁷ Supra (note 8).

²⁸ Supra (note 6).

²⁹ Supra (note 10).

³⁰ Supra (note 11).

³¹ Supra (note 10).

³² Supra (note 5).

³³ *Dyna Technologies (P) Ltd. v. Crompton Greaves Ltd.*, (2019) 20 SCC 1.



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26. I notice that the impugned Award was passed by an Arbitrator unilaterally appointed by ESIC. However, I have not dealt with the effect of unilateral appointment, in view of the fact that the learned Arbitrator was appointed on 21.05.2015, before Section 12(5) of the Act came into force. The Division Bench judgment in *Kamal Kumar v. Municipal Corporation of Delhi*³⁴, rejected a similar challenge on the ground that the appointment was made in the year 2011 and no challenge on this ground was raised even after the 2015 Amendment to the Act came into force. The Division Bench followed the judgments of the Supreme Court in *Rajasthan Small Industries Corpn. Ltd. v. Ganesh Containers Movers Syndicate*³⁵, and *Union of India v. Parmar Construction Co.*³⁶, in this regard.

E. Conclusion:

27. In view of the aforesaid, I do not find it necessary to interfere with the Award of the learned Arbitrator in the present case. The petition, alongwith pending applications, is, therefore, dismissed, but with no order as to costs.

OMP (ENF.) (COMM.) 79/2019

In view of the judgment rendered above in OMP (COMM) 272/2017, the award-debtor – ESIC, is directed to deposit the awarded amount along with up-to-date interest thereupon into Court, within eight weeks from today.

List on 24.10.2024.

PRATEEK JALAN, J

AUGUST 6, 2024/SS/Adhiraj/

³⁴ 2023 SCC OnLine Del 6515.

³⁵ (2019) 3 SCC 282.

³⁶ (2019) 15 SCC 682.