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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **O.M.P. (COMM) 552/2016**

ANUMAYA INTERIORS PVT LTD Petitioner
Through: Mr. Ajay Kohli with Ms Dipika
Prasad, Advs. (M-8800149680)
Versus

SANJEEV KUMAR JHA Respondent
Through: Dr. Amit George & Mr. K.K. Shukla,
Advs.
AND

+ **OMP (ENF.) (COMM.) 26/2021**

SANJEEV KUMAR JHA Decree Holder
Through: Dr. Amit George & Mr. K.K. Shukla,
Advs.
Versus

ANUMAYA INTERIORS PRIVATE
LIMITED Judgement Debtor
Through: Mr. Ajay Kohli with Ms Dipika
Prasad, Advs.

CORAM:
JUSTICE PRATHIBA M. SINGH

ORDER
% **18.03.2024**

1. This hearing has been done through hybrid mode.
2. **O.M.P. (COMM) 552/2016** is a petition under Section 34 of the Arbitration and Conciliation Act, 1996 (*hereinafter*, 'the Act') seeking setting aside of the award dated 29th July, 2016 passed by the Id. Sole



Arbitrator. The said arbitration was referred in view of disputes which had arisen from an agreement dated 14th June, 2010, by which certain works relating to construction and renovation of the premises at Shanti Niketan, Shivaji Road, Meerut (UP), was awarded by Anumaya Interiors Pvt. Ltd. to Sanjeev Kumar Jha.

3. On the other hand, the execution petition being ***OMP (ENF.)(COMM.) 26/2021*** has been filed by the Decree Holder - Sanjeev Kumar Jha, seeking execution of the award dated 29th July, 2016.

4. In the Section 34 petition, the execution of the impugned award was stayed subject to the deposit of sum of Rs.1 crore.

5. Submissions were heard in these matters on 12th February, 2024 again on 1st March, 2024 and submissions have continued today. Various objections have been raised on behalf of the Petitioner against the arbitral award.

6. One of the main objections relates to the RA Bill for a sum of Rs.96,42,832/-. According to the Petitioner, the only bill which was proved in evidence before the Arbitrator was the bill dated 10th March, 2011 for an amount of Rs.26,67,478/-. There were other objections also raised by the Petitioner who stated that the said bill dated 11th October, 2010 was not proved in accordance with law and allegations that the said RA Bill was fabricated were also made. In fact a criminal complaint is also pending in this regard.

7. The nature of the contract is one in which the Petitioner was awarded the total contract in respect of carrying out renovation and civil works in 101, Shanti Niketan, Shivaji Road, Meerut (U.P) for a sum of Rs.1.15 crores. Out of the said project, civil works in respect of the First floor for a



sum of Rs. 30 lakhs was sub-contracted to the Respondent - Mr. Sanjeev Kumar Jha, by the Petitioner. The total amount received by the Petitioner was Rs.1.43 crores from the client. It is the submission therefore that the Petitioner cannot be made to pay more than the total amount received by it for the entire work itself. The Id. Arbitrator has failed to appreciate this position.

8. On behalf of the Respondent, it is submitted that the amount paid by the Petitioner i.e., Rs.26,67,478/- is even less than the admitted amount as per the Petitioner. It is further urged that the allegations fabrication and forgery are not made out.

9. During the course of the hearing, the Id. Counsels and their parties expressed an intention to resolve their disputes amicably without going into the allegation of forgery and fabrication. The matter was then passed over and the parties report that they have arrived at an amicable resolution of their disputes on the following terms and conditions:

- i. That the Petitioner agrees to pay a sum of Rs.10 lakhs which would include the refund of the security amount of Rs.4 lakhs along with interest, as a full and final settlement of the disputes between the parties. The Respondent who is present - Mr. Sanjeev Kumar Jha is also agreeable to settle the dispute on receipt of a sum of Rs.10 lakhs as a lump sum, in lieu of the Award under challenge.
- ii. Upon receipt of the said sum, no further claims shall be outstanding in respect of the contract in question as also in respect of the award dated 29th July, 2016.;



iii. A criminal complaint is stated to have been registered by the Petitioner against the Respondent - Mr. Sanjeev Kumar Jha being FIR No. 110/2021 in police station Barakhamba Road, New Delhi and proceedings arising therefrom are pending before the Patiala House Courts, New Delhi. The Petitioner does not wish to pursue the said criminal case against the Respondent and undertakes to cooperate for quashing of the said FIR.

10. In view of the above settlement, the Registry is directed to release a sum of Rs.10 lakhs as lump sum amount to the Respondent in the following bank account:

Name:	Mr. Sanjeev Kumar Jha
Bank Name:	PNB, Nehru Place
A/c No.:	1529002100465225
A/c Name:	Ultimate Construction
IFSC Code:	PUNB0152900

11. Let the Registry release the said amount within a period of two weeks in favour of Mr. Sanjeev Kumar Jha.

12. The remaining amount out of the sum of Rs. 1 crore lying deposited along with the interest accrued thereon (*minus* the TDS on the interest component) shall be released in favour of the Petitioner within two weeks.

13. Parties to also approach the concerned Court for quashing of the FIR within 30 days and complete cooperation shall be extended by the Petitioner.

14. With this settlement, both the petitions are disposed of as settled. The parties/their counsels shall append their signatures as consent to the above settlement and the same shall be binding to the parties and all others acting



on their behalf. The petitions with all pending applications, if any, are disposed of.

MARCH 18, 2024

Rahul/bh

PRATHIBA M. SINGH, J.