



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH : NAGPUR.

ARBITRATION APPEAL NO. 11 OF 2018

APPELLANT : Nishant Multistate Co-operative
Credit Society, Ltd. Gandhi Road,
Akola, through its authorized and
Special Recovery Officer, Mr. Rajesh
Vasantrao Babhulkar.

//VERSUS//

RESPONDENT : M/s. Baba Sai Corporation, through
its Proprietor Mr. Vivek Sudhakar Rao
Kakad, Aged Major, R/o. Dahigaon
Road, Near Gandhi Petrol Pump,
Anjangaon Surji, District – Amravati.

Mr. Amol B. Patil, Advocate for the Appellant.

Mr. Anup H. Lohiya, Advocate for the Respondent.

CORAM : G. A. SANAP, J.

RESERVED ON : 27th SEPTEMBER, 2024.

PRONOUNCED ON : 18th FEBRUARY, 2025.

JUDGMENT

. In this appeal, filed under Section 37 of the Arbitration and Conciliation Act, 1996 (for short, “the Act of 1996”), challenge is to the judgment and order dated 31st October, 2017, passed by the learned Principal District Judge, Amravati, whereby

the learned Principal District Judge allowed the application made by the respondent under Section 34 of the Act of 1996 and set aside the award dated 26th April, 2014, passed by the learned sole Arbitrator.

02] The facts are as follows:

The appellant is a Multistate Credit Co-operative Society. The respondent borrowed a sum of Rs.16,80,000/- from the appellant on 1st February, 2011. The loan agreement stipulated the terms and conditions with regard to the repayment, interest, security, etc. As agreed, the respondent pledged 100 cotton bales weighing 182 quintals at the relevant time, lying in the Charbhuja Ware Housing Godown owned by the appellant. The rate of the cotton bales mutually agreed at that time was Rs.13,202.25 per quintal. The loan amount was to be repaid on or before 31st March, 2011. In case of failure of the respondent to repay the loan amount within the stipulated time, the appellant had the right to sell the cotton bales and recover the loan amount.

03] It is the case of the appellant that the respondent did not repay the loan amount before 31st March, 2011. The appellant made a demand of the money orally as well as in writing. The appellant, on the request of the respondent, extended the period

for repayment of the loan amount up to 21st September, 2011. The payment was not made within the extended time. The appellant, therefore, issued number of notices to the respondent and called upon the respondent to repay the loan amount. Similarly, the respondent was informed by the appellant that the appellant was proceeding ahead to call bids for the sale of the cotton bales. The notice, calling bids from the public, was published in the Deshonnati Newspaper on 9th February, 2012. The bids were to be opened on 17th February, 2012. The bids were opened, and M/s. Amrut Cotton Industries, Khamgaon, District Buldhana, was declared to be the successful bidder. The cotton bales were sold for Rs.13,84,454/-. The sale proceeds were credited in the loan account of the respondent. It is the case of the appellant that, after adjusting the amount of the sale proceeds of the cotton bales, the sum of Rs.7,13,822/- was still outstanding against the respondent. The appellant, *vide* notice dated 13th June, 2013, called upon the respondent to pay the amount with interest. The respondent did not pay the amount. Therefore, the Board of the appellant decided to initiate the proceeding under Section 84 of the Multistate Co-operative Societies Act, 2002, against the respondent.

04] The dispute was, therefore, referred to the learned sole Arbitrator. The appellant filed a claim statement with the documents before the learned Arbitrator. The notice of the claim was issued to the respondent. The respondent, despite receipt of the notice, failed to appear before the learned Arbitrator. The affidavit of the evidence of witness No.1 on behalf of the appellant was filed. The witness produced the relevant documents. The cross-examination of the witness examined by the appellant was treated as closed, inasmuch as the respondent failed to contest the claim. The learned Arbitrator, *vide* award dated 26th April, 2014, allowed the claim and directed the respondent to pay a sum of Rs.7,13,822/- to the appellant with interest @ 15.50% from 13th June, 2013, till the realization of the said amount.

05] The respondent, on being served with this award by the learned Arbitrator, filed an application under Section 34 of the Act of 1996 for setting aside the award on multiple grounds before the learned Principal District Judge, Amravati. The appellant appeared in the said proceeding and contested the said application. The learned Principal District Judge, on re-appreciation of the material on record, allowed the application made under Section 34 of the Act of 1996 and set aside the award. The appellant, being

aggrieved by this judgment and order passed by the learned Principal District Judge, Amravati, has come before this Court in appeal.

06] I have heard Mr. Amol B. Patil, learned advocate for the appellant and Mr. Anup H. Lohiya, learned advocate for the respondent. Perused the record and proceedings.

07] Learned advocate for the appellant made following submissions:

The learned Principal District Judge has committed a patent illegality while setting aside the award passed by the learned sole Arbitrator. The learned Principal District Judge has not properly appreciated the undisputed facts and the evidence in proper perspective. The conduct of the respondent proved on record suggests *mala fides*. Number of notices had been issued to the respondent before filing of the claim application. The respondent did not reply a single notice. The contents of the notices had, therefore, been admitted. No grievance was made by the respondent as far as the contents of the notices are concerned. The respondent was made aware of the sale of the cotton bales by calling bids from the public. The notice was published in Deshonnati Newspaper. The publication of the notice was known

to the respondent. The respondent did not object for the sale of the cotton bales by calling bids from the willing purchasers. The learned advocate submitted that this ground was not specifically pleaded in the application under Section 34 of the Act of 1996. The learned Principal District Judge, without pleading of material fact to this effect, has recorded a finding against the appellant on the basis of oral submissions advanced by the learned advocate for the respondent. Learned advocate submitted that it was specifically pleaded in the application filed before the learned Arbitrator that the period for repayment of the loan was extended up to 21st September, 2011. There was no grievance in this regard from the respondent.

08] Learned advocate, in this appeal, produced on record the letter dated 29th September, 2011, received from the respondent seeking extension of one month time for repayment of the loan. Along with this letter, the appellant produced the notice dated 29th September, 2011, and notice of the even date issued by the advocate for the respondent to the prospective purchasers of the respondent of the cotton bales. It is submitted that this documentary evidence has not been challenged by filing the counter. These documents are not denied. It is submitted that,

therefore, the undisputed documents can be looked into for doing complete justice. Learned advocate submitted that the grounds, on which the award has been set aside by the learned Principal District Judge, Amravati, have not at all been pleaded in Section 34 application. Learned advocate submitted that since the claim before the learned Arbitrator was proceeded *ex parte* and has gone unchallenged and uncontroverted, the learned Arbitrator was not supposed to unnecessarily lengthen the award. The reasons recorded by the learned Arbitrator reflect the application of mind to the material placed on record. Learned advocate, in support of his submissions, placed reliance on number of decisions.

09] The first judgment, relied upon by learned advocate Mr. Patil, is in the case of ***K. Sugumar and Anr. Vs. Hindustan Petroleum Corporation Limited and Anr. [(2020) 12 SCC 539]***, wherein the Hon'ble Apex Court has held that a bare reading of Section 34 indicates the highly constricted power of the Court to interfere with an arbitral award. It is observed that when parties have chosen to avail an alternate mechanism for dispute resolution, they must be left to wisdom of decision of arbitrator and role of court should be restricted to bare minimum as per the grounds enumerated in Section 34. The re-appreciation of the evidence is

not permissible either in an application under Section 34 or in an appeal under Section 37.

10] The second judgment, relied upon by learned advocate Mr. Patil, is in the case of *Sutlej Construction Limited Vs. Union Territory of Chandigarh [(2018) 1 SCC 718]*, wherein the Hon'ble Apex Court has held that the interference in the award is not warranted when the award is reasonable and takes a view which is plausible. It is held that when it comes to setting aside of an award under the public policy ground, it would mean that the award should shock the conscience of the Court, and would not include what the Court thinks is unjust on the facts of the case seeking to substitute its view for that of the arbitrator to do what is considers to be "justice".

11] The third judgment, relied upon by learned advocate Mr. Patil, is in the case of *MMTC Limited Vs. Vedanta Limited [(2019) 4 SCC 163]*, wherein the Hon'ble Apex Court has held that in exercise of the jurisdiction under Section 34, the Court does not sit in appeal over the arbitral award and may interfere on merits only on the well-settled limited grounds. The interference under Section 37 cannot travel beyond the restrictions laid down under

Section 34, and in case an arbitral award has been confirmed by the Court under Section 34. It is held that, while interpreting the terms of the contract, the conduct of parties and correspondence exchanged would be relevant factors and it is within the arbitrator's jurisdiction to consider the same.

12] Learned advocate submitted that the above-stated legal position has been completely glossed over by the learned Principal District Judge, while addressing the limited issue within the scope of Section 34 of the Act of 1996. Learned advocate submitted that, therefore, the judgment and order passed by the learned Principal District Judge deserves to be set aside, and the award passed by the learned Arbitrator deserves to be restored.

13] Learned advocate for the respondent supported the judgment and order passed by the learned Principal District Judge, Amravati. Learned advocate made following submissions:

The award passed by the learned sole Arbitrator is not in accordance with the provisions of the Act of 1996. The relevant provisions have not been strictly followed by the learned Arbitrator, namely the provisions of Sections 23, 24, 25 and 31. The award travels beyond the agreed terms of the contract between

the parties. The award is thus against the public policy. The learned Arbitrator did not ensure the valid service of the notice of the claim application filed by the appellant. The change of method of sale of the pledged goods adopted by the appellant was contrary to the express contract. There was failure to take timely steps to dispose of the pledged goods. By the time the goods were sold, the prices of the cotton bales had fallen drastically, and ultimately it caused a huge loss to the respondent. This was contrary to the agreement. There was no extension of time for repayment of the loan as sought to be contended. The learned Arbitrator did not apply his mind to the claim and the evidence placed on record. The learned Arbitrator has not recorded the reasons in support of his findings. Even though the claim application was proceeded *ex parte* against the respondent, the learned Arbitrator was duty-bound to record the cogent and concrete reasons in support of his findings. The evidence was not appreciated by the learned Arbitrator in proper perspective. The award was, therefore, contrary to the Fundamental Policy of Indian Law and the principles of natural justice. The learned Arbitrator, on account of his failure to record the reasons, has committed a patent illegality. The award was accordingly vitiated by the patent illegality. Learned advocate has relied upon number of decisions in support of his

submissions.

14] The first judgment, relied upon by learned advocate Mr. Lohiya, is in the case of ***Dyna Technologies Private Limited Vs. Crompton Greaves Limited [(2019) 20 SCC 1]***, wherein the Hon'ble Apex Court has held that passing of a reasoned award is not an empty formality under the Arbitration Act. The reasons should be proper, intelligible and adequate. The Court, while exercising jurisdiction under Section 34, has to adjudicate the validity of an award based on the degree of particularity of reasoning required, having regard to the nature of issues falling for consideration. It is held that the degree of particularity cannot be stated in a precise manner as the same would depend on the complexity of the issues in the facts and circumstances of each case.

15] The second judgment, relied upon by learned advocate Mr. Lohiya, is in the case of ***Som Datt Builders Limited Vs. State of Kerala [(2009) 10 SCC 259]***, wherein the Hon'ble Apex Court has held that the requirement of reasons in support of the award under Section 31(3) of the Act of 1996 is not an empty formality. It guarantees fair and legitimate consideration of the controversy by the Arbitral Tribunal. It is held that the Arbitral Tribunal is not

expected to write a judgment like a court nor is it expected to give elaborate and detailed reasons in support of findings but mere noticing the submissions of the parties or reference to documents is no substitute for reasons which the Arbitral Tribunal is obliged to give. Howsoever brief these may be, the reasons must be indicated in the award as that would reflect the thought process leading to a particular conclusion. If there are no reasons, then it would make such an award legally flawed.

16] The third judgment, relied upon by learned advocate Mr. Lohiya, is in the case of *M/s. Suraj Mal Ram Niwas Oil Mills (P.) Ltd. Vs. United India Insurance Co. Ltd. & Anr. [2011(1) All MR 453 (S.C.)]*, wherein the Hon'ble Apex Court, while considering the contract of insurance, has held that the Court cannot add, delete or substitute any words of the contract. The terms of the contract have to be strictly construed to determine the extent of insurer's liability.

17] The last judgment, relied upon by learned advocate Mr. Lohiya, is in the case of *Oil and Natural Gas Corporation Ltd. Vs. Western Geco International Ltd. [AIR 2015 SC 363]*, wherein the Hon'ble Apex Court has held that the expression 'Fundamental

Policy of Indian Law’ must include all such fundamental principles as providing a basis for administration of justice and enforcement of law in this country. The requirement that adjudicatory authority must apply its mind while adjudicating the dispute is a tenet of ‘Fundamental Policy of Indian Law’. This judgment has been considered by the learned Principal District Judge while addressing the principal issue.

18] It is to be noted that the applicability of the principles culled out from the decisions of the Hon’ble Apex Court (supra) need to be considered in the backdrop of the nature of the dispute, the evidence on record, and the undisputed facts and circumstances. The learned Principal District Judge on re-appreciation of the evidence, set aside the award. The learned Principal District Judge has held that there was unexplained delay on the part of the appellant in the process of the sale of the cotton bales pledged with the appellant by the respondent. The learned Principal District Judge further held that the appellant committed a patent illegality by selling the cotton bales by adopting the tender method instead of the auction method, which was set out in the contract. The learned Principal District Judge has held that the learned Arbitrator has failed to consider the above-stated two

factors. The learned Arbitrator has not applied his mind to the facts and the evidence. It is held that the learned Arbitrator has not recorded the reasons in support of his findings. In my view, since the learned Principal District Judge, Amravati, has unsettled the award passed in an *ex parte* proceeding, it is necessary to examine the facts, evidence, and the reasons recorded by the learned Principal District Judge.

19] It is to be noted that, while addressing the issue within the conspectus of Section 34 or Section 37 of the Act of 1996, there cannot be a hard and fast rule or straight jacket formula. The issue has to be addressed on the basis of the facts and circumstances of each case and the evidence adduced by the parties. The law cannot be applied *dehors* the facts of a particular case and the evidence brought on record by the parties. It is to be noted that in a claim filed before the Arbitrator, there must be a claim application setting out the material facts vis-a-vis the dispute. The parties are required to lead the evidence to prove the disputed facts. It is to be noted that the proceeding before the Arbitrator could not be *stricto sensu* equated with the civil suit. It is to be noted that, before the award passed by the Arbitrator is unsettled, there must be an application under Section 34 of the Act of 1996, which must

set out the grounds within the parameters of Section 34. The grounds pleaded in the application must be supported by the evidence. Before examining the reasons recorded by the learned Principal District Judge, while unsettling the award, it would be necessary to consider the material facts pleaded in the application made under Section 34 of the Act of 1996 by the respondent.

20] It was specifically contended in the claim application by the appellant that the time for repayment of the loan was extended up to 21st September, 2011. It is true that before the Arbitrator, the documentary evidence was not produced. The documentary evidence to that effect has been produced before this Court for the first time by the appellant. Perusal of the application under Section 34 filed by the respondent would show that this ground was not specifically pleaded in the application. It was only stated that the goods had not been sold within time and therefore the respondent suffered the loss. It is to be noted that this ground was canvassed at the stage of the argument before the learned Principal District Judge without pleading the material facts. In my view, the learned Principal District Judge was not right in accepting the submissions advanced by the learned advocate for the respondent in the absence of pleading of the material facts.

21] It is to be mentioned that, at the stage of the appeal under Section 37, for the first time, the documentary evidence cannot be introduced. However, while addressing this issue in this proceeding, I am satisfied that the respondent has not denied this document by filing any counter affidavit. I may briefly refer to that document. It is at Annexure-14. It is the letter dated 29th September, 2011, issued on behalf of the respondent to the Branch Manager of the appellant-Society. Along with this letter, the notice issued by advocate Mr. G.K. Sarda dated 22nd September, 2011, and the notice dated 29th September, 2011, addressed on behalf of the respondent by advocate Mr. P.P. Mahalle, were annexed. The purpose of annexing these two notices was to apprise the appellant that his purchasers or the prospective purchasers of the cotton bales of the respondent had committed a breach. The sale of the cotton bales could not fructify, and therefore the request was made *vide* letter dated 29th September, 2011, to the appellant to extend the time for repayment of the loan by one month. This document has not been denied by filing counter. The written argument has been filed on behalf of the respondent. This document has not been dealt with in this argument. In short, the respondent has not denied the existence of this document. This document was very much available with the respondent. The respondent did not plead

this ground in the application under Section 34 of the Act of 1996. If the respondent had pleaded this ground, then the appellant would have adduced the evidence oral as well as documentary to meet this ground. The failure to plead this ground is the most important circumstance while appreciating the submissions on this ground. In my view, therefore, the contention of the appellant that there was an extension of time to repay the loan is not without substance.

22] It is to be noted that the parties to a litigation must come before the Court with clean hands. The suppression of material fact or document reflects upon the *mala fides* of the parties. The failure on the part of the respondent to deny this document by filing a counter is the very vital circumstance. It was categorically stated in the claim application filed before the Arbitrator that the time for repayment of the loan amount was extended up to 21st September, 2011, on the oral as well as written request made by the respondent. It is to be noted that the learned Arbitrator had served the notice of the proceeding filed before him by the appellant to the respondent. The respondent did not appear before the learned Arbitrator, and therefore the claim proceeded *ex parte*. This relevant material fact pleaded in this application had

gone unchallenged and uncontroverted. In my view, this is a very important aspect. In this backdrop, the production of the documents at Annexure-14 assumes significance. It reflects upon the *mala fides* of the respondent. The learned Principal District Judge has failed to consider the pleadings from the claim application made before the learned Arbitrator.

23] I have minutely perused the application under Section 34 of the Act of 1996 made by the respondent. Perusal of the application would show that the material facts vis-a-vis the mode of sale of the pledged goods and the breach of the covenant to that effect set out in the contract, had not been pleaded. There was no pleading of material facts vis-a-vis the denial of extension of time to repay the loan amount. It is to be noted that the learned Principal District Judge, without pleading of the material facts, has come to a conclusion that the appellant was solely responsible to delay the sale of the cotton bales. In my view, the learned Principal District Judge has failed to properly appreciate the material placed on record. The appellant has produced on record the notices dated 10th May, 2011, 11th July, 2011, 26th September, 2011, and 2nd February, 2012, issued to the respondent. Under these notices, the respondent was called upon to make the repayment of the loan

amount. Not a single notice was replied by the respondent. There was no grievance or murmur on the part of the respondent vis-a-vis the categorical statement made in some of the notices with regard to the failure to repay the loan amount within time, the publication of the auction notice, intimation of the same to the respondent, etc. Exh.20 is the most important document. By this letter at Exh.20, the respondent was informed about the mode of sale of the cotton bales. Similarly, the respondent was put to the notice that the notice, calling bids from the prospective purchasers, was published in the newspaper. Exh.18 is the notice calling bids published in the Deshonnati Newspaper. The publication of this notice has not been denied or challenged. The learned Principal District Judge, while addressing this issue, has observed that this document is doubtful. The acknowledgment, in token of the receipt of Exh.20, was not by the authorized person. The learned Principal District Judge has observed that the comparison of this signature in token of acknowledgment with the other signatures of the authorized representative of the respondent would show that there is a substantial difference between the two signatures. In my view, this finding is flawed for the simple reason that it was not pleaded nor established by the respondent that this notice was not received.

24] The notices dated 10th May, 2011, 11th July, 2011, 26th September, 2011, and 2nd February, 2012, clearly prove that the respondent was apprised about the real state of affairs, and after doing so, the demand of repayment of the loan was made. It is to be noted that all these documents had been produced before the Arbitrator. There was no dispute about the existence as well as the admissibility of the documents on behalf of the respondent. The respondent has admitted all these notices. The bidder by name, M/s. Amrut Cotton Industries, made the payment of the sold cotton bales, and the same was credited in the loan account of the respondent. The sale of goods and the delivery of cotton bales to M/s. Amrut Cotton Industries was known to the respondent. In fact, the goods had been delivered to M/s. Amrut Cotton Industries after receipt of the communication from the appellant.

25] The witness on behalf of the appellant filed the affidavit of examination-in-chief. Along with the affidavit of examination-in-chief, the witness produced the documents. Perusal of the record shows that the learned Arbitrator, by a separate order, exhibited the documents, after verifying the contents and the fact that the documents were duly proved on the basis of the evidence of the respondent.

26] The learned Principal District Judge has failed to notice that there was no grievance on behalf of the respondent with regard to the receipt of public notice at Exh.18 or the notice at Exh.20. It was not contended in the application under Section 34 that they had no knowledge about the sale of pledged goods. The respondent did not raise any objection for the sale of the goods to the highest bidder, i.e., M/s. Amrut Cotton Industries. In my view, all these facts ought to have been considered by the learned Principal District Judge before unsettling the award. The learned Principal District Judge has not considered all these material and relevant facts.

27] It is to be noted that number of notices had been issued to the respondent. The respondent did not reply a single notice. The respondent, on receipt of the notice in the arbitration proceeding before the sole Arbitrator, did not appear before the Arbitrator. It is submitted that the learned Arbitrator did not ensure the compliance of mandatory provisions of the Act of 1996. It is not the grievance of the respondent that, along with the notice, the claim application or the documents had not been received. It is evident that the respondent was in deep slumber. The respondent slept over its right throughout. The respondent got a wake-up call

when the notice was received after passing the arbitral award. It is further evident that the application filed under Section 34 was also a halfhearted and casual attempt. Even the material facts and grounds, which have been made the basis for unsettling the award, were not pleaded. The appellant in Section 34 application was denied this opportunity to deal with each and every specific ground put-forth to challenge the validity of the award.

28] In the above backdrop, the third ground, that the award passed by the learned Arbitrator shows non-application of mind, inasmuch as the learned Arbitrator has not recorded the reasons, needs consideration. I have perused the claim application. The material facts in support of the prayer have been pleaded in the claim application. An exhaustive affidavit of examination-in-chief was filed. The relevant documents to substantiate the claim had been filed. The learned Arbitrator, by a speaking order, exhibited those documents on being satisfied that the contents of those documents were proved. The respondent has not denied those documents. The claim for recovery of money is based on the documentary evidence. It is to be noted that even in an *ex parte* proceeding, the Court or the Arbitrator is not bound to accept the claim or suit as it is, simply because the other side has not

participated in the proceeding. In an *ex parte* proceeding, on perusal of the material facts and the evidence, the Court or Arbitrator has to record a finding that the said material is sufficient to prove the claim. It is to be noted that when a matter proceeds *ex parte*, the material averments made in the claim application go uncontroverted. If uncontroverted statement of relevant fact is supported by the documentary evidence, then the claim cannot be rejected. The respondent, in this case, has not set out any reason for not contesting the claim application. In my opinion, in this context, no *mala fides* can be attributed either to the appellant or to the learned Arbitrator. The learned Arbitrator, consistent with the principles of natural justice and fair play, ensured the service of notice to the respondent. The respondent has not placed on record plausible explanation to justify the failure to participate in the proceeding before the Arbitrator. There is cogent evidence of a service of a notice by the Arbitrator. No *mala fides* or malice could be attributed to the appellant or to the learned Arbitrator. The respondent failed to appear before the Arbitrator and thereby invited the trouble. The respondent was, therefore, required to establish that the award was flawed and not sustainable under the law. He was also required to establish the reasons for his failure to contest the claim.

29] In this backdrop, the reasons recorded by the learned Arbitrator need scrutiny. The learned Arbitrator in paragraph 10 of the award has analyzed the oral and documentary evidence. The observation made by the learned Arbitrator would show that the majority of the facts had not been disputed. On the basis of the evidence, the contract has been proved. The learned Arbitrator has recorded a finding that, on the basis of this evidence, the appellant has proved its claim. In my view, these reasons are sufficient in the factual situation. There was no denial of the claim of the appellant by the respondent at any time. In my view, therefore, the learned Principal District Judge was not right in unsettling the award passed by the learned Arbitrator. The learned Principal District Judge has failed to consider the material on record and the settled position in law. In my view, the basic premise of the submissions of the learned advocate that for want of the detailed reason the award could be said to be against the Fundamental Policy of Indian Law cannot be sustained.

30] The material on record does not support the submissions advanced by the learned advocate for the respondent on all the points. The learned Arbitrator followed the principles of natural justice and fair play. The respondent cannot blame the

appellant and the learned Arbitrator for this state of affairs. The respondent has invited this situation. The examination of the material on record in the conspectus of the settled legal provisions would show that the learned Principal District Judge was not right in setting aside the award. The decisions relied upon by the learned advocate for the respondent are not applicable in the fact situation. In view of this, the appeal deserves to be allowed. Hence, the following order:

ORDER

- i] The appeal is **allowed** with costs.
- ii] The judgment and order dated 31st October, 2017, passed by the learned Principal District Judge, Amravati, is set aside.
- iii] The application made by the respondent under Section 34 of the Act of 1996, is rejected. As a consequence thereof, the award passed by the learned sole Arbitrator dated 26th April, 2014, is restored.
- iv] The appeal stands disposed of in the above terms.

(G. A. SANAP, J.)