

IN THE HIGH COURT OF JUDICATURE AT PATNA
COMMERCIAL APPEAL No.6 of 2025

M/s. Ganesh Foundry and Castings Limited, a Public Limited Company having its registered Office at Laxmi Narain Road, Muzaffarpur and its Manufacturing Unit at Sipahpur, Muzaffarpur through its Director, Sri Shyam Sundar Bajoria, aged about 51 years (Male), son of Om Prakash Bajoria, resident of Sikandarpur, Near Rani Sati Mandir, Muzaffarpur, P.S. Muzaffarpur Sadar, District Muzaffarpur. Appellant

Versus

1. The Bihar State Electricity Board (now M/s. Bihar State Power (Holding) Company Limited), Vidyut Bhavan, Bailey Road, Patna, through its Chairman.
2. The Member (Technical), Bihar State Electricity Board (Holding) Company (now M/s. Bihar State Power Limited), Vidyut Bhavan, Bailey Road, Patna
3. The Chief Engineer-cum-Senior Electric Inspector, Department of Energy, Government of Bihar, Patna.
4. The General Manager-cum-Chief Engineer, Tirhut Area Electricity Board, (now North Bihar Power Distribution Company Limited), Muzaffarpur.
5. The Electrical Superintending Engineer, Bihar State Electricity Board (now M/s. Bihar State Power (Holding) Company Limited.), Electric Supply Circle, Muzaffarpur.

... .. Respondents

Appearance :

For the Appellant	:	Mr. Suraj Samdarshi, Advocate Mr. Avinash Shekhar, Advocate Ms. Simran Kumari, Advocate Ms. Abhilasha Jha, Advocate
For the Respondents	:	Mr. Kunal Tiwary, Advocate Mr. Vivek Prasad, Advocate

CORAM: HONOURABLE MR. JUSTICE RAJEEV RANJAN PRASAD
and
HONOURABLE MR. JUSTICE KUMAR MANISH
CAV JUDGMENT
(Per: HONOURABLE MR. JUSTICE RAJEEV RANJAN PRASAD)
Date : 22-06-2026

Challenge in the present appeal is to the order dated 20.05.2025 passed by learned Principal District Judge, Patna (hereinafter referred to as the 'learned PDJ' or the 'Commercial Court'), in Miscellaneous (Arbitration) Case No. 08/1999, whereby and whereunder the application filed by the appellant



under Section 34 of the Arbitration and Conciliation Act, 1996 (as amended up to date and hereinafter called the 'Act of 1996') challenging the additional award dated 01.12.1998 passed under Section 33 of the Act of 1996, has been dismissed.

Brief Facts of the Case

2. The appellant in the present case is a public limited company registered under the provisions of the Companies Act, 1956. It is engaged in the business of production of iron and steel ingots, billets, rods, etc., in its factory at Ahiyapur in the district of Muzaffarpur. For the purpose of running its factory, the appellant had applied for grant of electricity connection with the respondent and the respondent executed an agreement dated 06.10.1998 for supply of electricity with contract demand of 1500 KVA with effect from 02.04.1990. The officers of the respondents conducted a surprise inspection in the factory premises of the appellant. Various irregularities were noticed and there was alleged theft of electricity, the electricity supply in the factory of the appellant was immediately disconnected by the respondent and a First Information Report alleging theft of electricity was also lodged. The appellant challenged this action of the respondent in the High Court of Judicature at Patna in its Civil Writ Jurisdiction. CWJC No. 6175 of 1995 was registered. On record, there is no further



information about the said theft case. The main prayer of the writ petitioner was for a direction to restore the electricity connection.

3. It is stated that the Hon'ble Court vide order dated 22.01.1996 passed in CWJC No. 6175 of 1995 remanded the matter back to the respondent regarding billing and restoration of electricity connection but no step was taken by the respondents. It is further stated that this Court vide order dated 28.02.1996 directed the Chairman of the Board to take a decision within the time fixed by the Hon'ble Court. The Chairman passed an order dated 15.05.1996 after considering the two experts' reports. A supplementary energy bill dated 13.09.1995 amounting to Rs. 39,41,61,040/- was raised, as the respondent refused to restore the electricity supply to the appellant, the appellant, being aggrieved by the order dated 15.05.1996 passed by the respondent Chairman of the erstwhile Electricity Board, preferred a fresh writ application being CWJC No. 5812 of 1996 seeking quashing of the order dated 15.05.1996.

4. In the third round of litigation in CWJC No. 5812 of 1996, with the consent of the parties, the Hon'ble High Court referred the subject matter of the writ application to an Arbitral Tribunal comprising Hon'ble Mr. Justice P.S. Sahay, a former Judge of this Court. The learned Arbitrator was to be assisted by



two technical experts. Shri Umesh Chandra Verma, Head of the Department of Electrical Engineer, MIT Muzaffarpur was a nominee of the appellant whereas Shri Bindeshwari Prasad Singha (in short 'B.P. Singha') (Member-Distribution Retired) was nominee of the respondent. The parties agreed that the arbitral proceedings shall be governed by the provisions of the Act of 1996.

5. In course of the arbitration proceeding, the learned Arbitral Tribunal framed as many as six issues for adjudication, which are as follows:-

- “(i) Capacity of the Transformer duly sanctioned by the authority of Electricity Department as on the date of raid was done,
- (ii) Capacity of Transformer as found on the date of raid,
- (iii) Whether the load of Transformer will have relevance or connection while calculating the Tariff,
- (iv) What should be the rate of Tariff to be realized from the company by the Board and which of the provisions of Tariff will apply to the instant case,
- (v) What should be the period and from what date the Board is entitled to realize the bill, and
- (vi) Whether the Board was justified in disconnecting the power to the appellant.”

6. After taking into consideration the materials available on the record, the learned Arbitral Tribunal recorded in its concluding paragraph as under:-



“(i) 1500 KVA demand of power will be chargeable from the date of electricity connection, i.e. 02.04.1990 to 31.07.1995, as per the first agreement,
(ii) 2500 KVA (1500 KVA + 1000 KVA) demand of power will be chargeable from 01.08.1995 to 03.08.1995 (3 days), as per the first and second agreements,
(iii) Additional demand of 2676 KVA will be chargeable for a period of 177 days (i.e. first part of 180 days),
(iv) Additional demand of 1676 KVA will be chargeable for the last period of 3 days (i.e. the second part of 180 days),
(v) Energy (KWH) will be calculated according to clause 15.2 (b) (ii) of the Tariff on special terms and conditions of supply wherein load factor of 30% and power factor of 85% are stated,
(vi) Board will charge any other amount remaining unpaid so far according to the Tariff imposed at the time viz. annual minimum guarantee, etc.”

7. It is the contention of the appellant that the learned Arbitral Tribunal had passed the award dated 04.10.1998 by relying upon the reports of the two experts, namely Mr. Verma and Mr. Singha. There was no ambiguity or error of any nature, either clerical or arithmetical and there was no requirement of interpretation of any part of the award as according to the appellant the award was complete in all respect and binding on the parties.



Developments subsequent to the award dated 04.10.1998
(referred to as the 'original award')

8. The appellant did not challenge the original award dated 04.10.1998 and admittedly they decided to settle the dispute by accepting the award but the respondent company preferred an application under Section 33 of the Act of 1996 on 05.11.1998 before the learned Arbitral Tribunal. A copy of the application dated 05.11.1998 seeking correction in the original award has been enclosed as Annexure 'P-2'. It is the case of the respondent that on page '29' and '30' of the award, the learned Arbitrator had given a direction after holding that Clause '16.9' of the tariff is applicable but in the last portion of the award, the direction to draw fresh bill is not in consonance with the directions already issued in the earlier part of the original award. It is stated in the application under Section 33 of the Act of 1996 that the two directions in the award are almost contradictory, hence, they would require an interpretation so as to correct the computation errors which has cropped in as a result of direction no. 1 on page 32 of the original award.

9. It is contended on behalf of the respondents in the application under Section 33 of the Act of 1996 that as per directions given at page '29' and '30' of the award, the term 'Load'



(L) of 86.9 has to be taken as the total capacity of transformer tested and found in the laboratories of MIT and CRITL immediately after the raid but at page '32' in direction (i), the Board has been directed to charge 'L' on the basis of contract demand. It is also stated that in the award that learned Arbitrator had held that the excess capacity of the transformer will amount to theft of electricity energy. The respondents contended that due to the aforesaid two directions, an error in computation is coming. On the very face of the record, direction at page '32' appears to be an error. At the same time, it is also not in consonance with the findings arrived at by the learned Arbitrators at page '29' and '30' of the award.

10. The respondents contended that at page '32' of the award, the specific direction in the last portion, as to how it is to be calculated is creating confusion in coming to correct computation errors.

11. The application further stated that for the purposes of computing the period of theft, the Board has filed the documents showing the consumption of energy *vis-a-vis* the production of the consumption of energy on the basis of per MT billet and taking that difference, the Board has calculated the period and these documents have not even been looked into by the learned



Arbitrator while giving the award and while computing on the formula of clause 16.9.

Opposition to the application under Section 33 of the Act of 1996

12. The application under Section 33 of the Act of 1996 was opposed by the appellant. It was contended that the prayer made and the issues raised in the application dated 05.11.1998 is beyond the scope and ambit of Section 33(1) of the Act of 1996. The respondents contended that there is no contradiction in the award and there is no requirement of any correction.

13. The learned Arbitral Tribunal considered the rival submissions and passed an additional award dated 01.12.1998. A copy of the additional award dated 01.12.1998 has been brought on record as Annexure 'P-4' to the memorandum of appeal. The learned Tribunal allowed the application under Section 33(1) of the Act of 1996. The direction given in the original award at page '32' has been modified.

14. Being aggrieved and dissatisfied with the additional award (Annexure 'P/4'), the appellant preferred an application under Section 34 of the Act of 1996 challenging the additional award. The learned Principal District Judge, Patna, being the Commercial Court duly constituted under Section 3 of the Commercial Court Act, 2015, entertained, heard and disposed of



the application by refusing to interfere with the additional award. According to the learned Commercial Court, the appellant was not able to make out the elements of any of the grounds mentioned in sub-section (2) or sub-section (2A) of Section 34 of the Act of 1996. The learned Court held that the limited and extremely circumscribed jurisdiction of the court under Section 34 of the Act is not getting satisfied in this case in order to set aside the impugned award. The Court held that the Arbitral Tribunal had decided the dispute within the four corners of the agreement and documents provided thereto between the parties and the technical reports and the findings are clear. No patent illegality or absurdity or perversity could be found in the additional award. This additional award came to be challenged before the learned Commercial Court, Patna presided over by the Principal District Judge by way of an application under Section 34 of the Act of 1996. The learned Commercial Court has vide the impugned order dated 20.05.2025 refused to allow the application. No patent illegality could be found in the additional award. The appellant has challenged the additional award as well as the order of the learned Commercial Court, Patna in the present appeal.



Submissions on behalf of the appellant

15. Mr. Suraj Samdarshi, learned counsel for the appellant, has submitted that the Hon'ble Supreme Court has been pleased to hold that the court acting under Section 34 and Section 37 of the Act of 1996 has ample power to set aside an award which suffers from patent illegality. It is submitted that power to set aside the award includes the power to modify if the award is severable to the extent modification is required. Learned counsel relies upon the judgment of the Hon'ble Supreme Court in the case of **Gayatri Balasamy vs. ISG Novasoft Technologies Limited** reported in **(2025) 7 SCC 1**.

16. It is submitted that the original award despite having not been prepared strictly in terms of the tariff of 1993, was accepted by the appellant in order to settle the dispute. The appellant did not challenge the award with sole intent that the dispute will come to an end. The Power Company filed a petition under Section 33 of the Act of 1996 (Annexure 'P-2') which was not for rectification or correction of any typographical error rather the company sought clarification and interpretation of the award. The submission is that the petition (Annexure 'P-2') was beyond the scope of Section 33 of the Act of 1996.



17. Learned counsel submits that the primary thrust of the application under Section 33 was the contradiction in the award at page '29' and '30' thereof. It is submitted that at page '29', the learned Arbitrator in complete agreement with Mr Singha's report confirmed that the calculation has to be done for:-

- (i) 177 days prior to 31.07.1995 at sanctioned load 1500 KVA and transformer capacity at 2250 KVA and
- (ii) for three days i.e. 01.08.1995 to 04.08.1995 for sanctioned load of 2500 KVA and transformer capacity at 3750 KVA.

18. It is submitted that the learned Arbitrator categorically observed while rejecting the stand of the expert namely Mr. Verma who was representing appellant and said that further calculation made by Mr. Singha is to be adopted which is manifest from the opening paragraph at page '30' of the award. Mr. Singha's finding with regard to unauthorised extraction is at page '54' to '56' and summary has been culled out at page '62' of the award.

19. It is submitted that the total transformer capacity was 6265 KVA as per the test lab, the report of Mr. Singha and report of Mr. Verma. The mode of calculation for additional chargeable demand based on the transformer capacity has been culled out by Mr. Singha in accordance with the Tariff 1993 which is manifest



from page '55-56' of the award, which is Mr. Singha's report exclusively. Since a consumer is entitled to have transformer 150% of the contract demand, by back calculation Mr Singha arrived at the contract demand that consumer could have, which was calculated at 4176 KVA. Since 150% of 4176 comes to 6264 KVA, therefore the additional chargeable demand which the consumer could have availed unauthorisedly was calculated as 4176 KVA less 1500 KVA ($4176 - 1500 = 2726$). 1500 KVA was deducted, as the consumer was having sanctioned contract demand of 1500 KVA during 177 days. Thus, it is submitted that the additional chargeable demand was arrived at by Mr. Singha for the purposes of calculation at 2726 KVA for 177 days. Similarly, for three days when sanctioned contract demand was 2500 KVA, the back calculation of additional contract demand has been taken as 4176 KVA less 2500 KVA ($4176 - 2500 \text{ KVA} = 1676 \text{ KVA}$) as the sanctioned contract demand for three days was 2500KVA. This fact is further reiterated by Mr. Singha in his report by way of summary which is at page '62' of the award and more specifically serial 3 and 4, thereof.

20. It is submitted that the learned Arbitrator has directed the Board to prepare fresh bills on the basis of the findings and directions. The finding was on the basis of Mr.



Singha's report and the additional demand for 177 days for 2677 KVA (it should be 2676 KVA). It was thus contended that there was no contradiction which the Board pointed out.

21. Learned counsel submits that Section 33 is a narrow provision limited to correction of clerical, typographical and computational error. It does not permit substantive review or modification so far as interpretation is concerned. It is only upon agreement between the parties, such request can be made to Arbitrator with regard to interpretation of a specific point of the award. In absence of such agreement, there cannot be any interpretation and the scope of Section 33 is limited to correction of clerical, typographical and computational errors only.

22. Learned counsel submits that a non-reasoned additional award that too without taking assistance of the technical experts in the given set of facts and in particular contrary to the provisions of the tariff is liable to be set aside. It is submitted that there is a distinction between Section 33 and 34 of the Act of 1996. Section 33 provides for provides for correction and interpretation of awards by the Arbitral Tribunal itself for computational, clerical or typographical errors, or for making additional awards for omitted claims, within 30 days. Section 34, on the other hand, deals with setting aside awards on limited grounds and does not



permit a general modification of the award on merits. The application under Section 33 is also time-bound. On these grounds, learned counsel for the appellant has submitted that the learned Commercial Court, Patna failed to appreciate that the additional award suffered from patent illegality being beyond the scope of Section 33 of the Act of 1996.

Stand of the Respondents

23. The appeal has been contested by learned counsel for the respondents. Learned counsel has pointed out that some clerical error occurred while passing the main award dated 04.10.1998. The main award was passed after taking into consideration the reports of two technical experts appointed for assisting the learned Arbitrator. It is submitted that none of the ingredients of Section 34(2) or 34(2A) is present. The learned Commercial Court has, therefore, rightly dismissed the application under Section 34 of the Act of 1996.

24. It is further submitted that the original award has been accepted by the appellant and, therefore, the findings contained therein have attained finality. Only in the last portion of the original award a mistake in the nature of clerical error occurred. In fact a direction to draw fresh bill on the basis discussed by the learned Arbitral Tribunal was already given at



page '30' of the award, therefore in last portion, the direction to draw the fresh bill could not have gone differently. It was only a mistake and correction of the same without touching the findings and reasonings would be permissible.

Consideration

25. Having heard learned counsel for the parties and on perusal of the records, this Court finds that the solitary issue which arises for consideration in this case is as to whether the application under Section 33 of the Act of 1996 preferred by the respondents (Annexure 'P/2') would fit in within the scope of Section 33 of the Act of 1996. It is an admitted position that the findings recorded by the learned Tribunal in the original award have been accepted by the appellant as no application for setting aside the said award was ever preferred. At this stage, we would briefly take note of some of the relevant provisions of the agreement between the parties. It is this agreement which contains the basis of calculating the tariff and the period when there is a load factor as have been found by the two independent agencies. Clause '16.4', '16.5' and '16.9' of the agreement read as under:-

“**16.4.**Transformer capacity, the transformer capacity of HT and EHT consumers shall not be more than 100% of the contract demand.

16.5. Surcharge for exceeding the contract demand



If during any month in a financial year (April to March next) the actual maximum demand of a consumer exceeds 110% of the contract demand, then the highest demand so recorded shall be treated as the contract demand for that financial year and the minimum base charges, both in respect of maximum demand and energy charge shall be payable on that basis.

16.9 Detection of unauthorized load

If at any time, the consumer is found exceeding the contracted load without specific permission of the Board, the Board may without prejudice to its other rights under the agreement or under the provisions of the Electricity Act, estimate the value of the electrical energy. So extracted, consumed or used shall be calculated as below and may also disconnect the supply without notice:

I. Necessary assessment for compensation in the following malpractise and theft of energy cases shall be made as below:

(a) In case of use of energy through artificial means or by adopting any appliance

(b) In case of using energy by creating obstruction in running of meters

Or interfering with the system of supply or wires etc.

(c) In case of dishonest obstruction of electrical energy or running of energy when supply is disconnected.

The formula given is as follows:-

Units Assessed = $L \times H \times H \times D$

L = is the connected load in KW.

H = is the average number of hours per day if supply is made available distribution mains feeding the consumer.



D = is the number of days for which the pilferage took place which can be established from production of satisfactory evidence by the consumer. In case there is no possible evidence to establish the period, this factor be taken equivalent to 180 or the number of days elapsed from the date on connection/ installation of meter till the date detention of pilferage which is less.

F = is the Denotes the factors for the categories noted below:

1. For Domestic : $F=0.20$
2. For commercial : $F=0.40$
3. For small and medium up to 75 KW : $F=0.50$
4. For large and heavy with load above 75 KW : $F=0.75$

26. Having considered the aforementioned clauses of the agreement, the learned Arbitrator held that in a case where a company has permissible load of 1000 KVA but it has utilised 5000 KVA then clause '16.9' will be attracted and the methodology of realising tariff mentioned in clause '16.9' is meant to charge those customers who utilise extra load without the sanction of the Board.

27. The learned Arbitrator held that in this case the Board is empowered to charge the tariff on the basis of the test reports submitted by the independent bodies. The learned Tribunal rejected the challenge made on behalf of the appellant to the correctness of the report, especially the test done by the MIT,



Muzaffarpur. The learned Tribunal has referred the report submitted by Mr. Verma and Mr. Singha. The relevant part of the findings and observations of the learned Arbitrator present at page '29' and '30' in the original award are being extracted hereunder for a ready reference:-

“..... Mr. Verma in his report, has stated as follows :-

The position in the premises of the company on the date of raid were as follows :-

(i) A/B Switch open.

(ii) 330 KVA line remove from the line placing the consumer in the category of section A(2) of the 16.9, therefore this section may be applied.

He has not discussed any thing detail and the reasons given for the application of Clause 16.9 but Mr. Singha has discussed this in great detail and I am also in complete agreement that calculation has to be done under clause 16.9 of the tariff for a total period of 180 days. This 180 days will have to be divided into two parts.

(i) 177 days prior to 31.07.95. Sanction Load= 1500 KVA and transformer capacity= 2250 KVA.

(ii) 01.08.95 to 04.08.95 sanctioned load of 2500 KVA and capacity found 3750 KVA Mr. Singha has made further calculation for 177 days, which comes to 2677 KVA and for three days 1676 KVA and he has held that the calculation should be done under clause 16.9(i) of the tariff. On this point, Mr. Varma has taken a contrary view and has stated that drawing of such power must have taken only after 31.07.95 because of the inspection and meter reading on that day by the Employees of the board



and they found the meter line and A/B Switch etc. intact. According to him mere Statement on behalf of the Board that their officers and staff were in connivance with the company will not be enough and therefore, tariff under Clause 16.9 should be calculated only after 31.07.95 but he has not mentioned as to what will be the tariff prior to 31.07.95. He has simply stated that there is no material/evidence to show that illegal extraction of electricity was going on even prior to 31.07.95. I do not agree with him because there are materials and in this connection, I will refer once again to the reports of CRITL and MIT, Muzaffarpur and the details and specification of transformer given by the company and this has been discussed earlier. I therefore in complete agreement with Mr. Singha hold that the Board is entitled to assess the tariff for the two periods mentioned above on the total KVA found in the test reports. The board should accordingly prepare a fresh bill on the basis of the finding and directions given above.”

28. In the aforementioned background, when we look into the application under Section 33 (Annexure ‘P/2’), it is found that the necessity to file this application arose only because in the last portion of the award a direction has been given that “(1) The Board shall prepare a fresh bill one for the period of 177 days prior to 31/7/95 on the maximum transformer capacity of 2500 KVA and for three days from 1/8/95 on the maximum capacity of 3750 KVA...”



29. The respondents are correct in saying that the directions given in the last portion of the award is contradictory to the direction given at page '29' and '30' of the award. We have extracted the relevant portion from page '29' and '30' of the award hereinabove. Those are based on discussions and materials referred by the learned Arbitrator.

30. Coming to the scope and ambit of Section 33 of the Act of 1996, we first reproduce Section 33 hereunder:-

“33. Correction and interpretation of award; additional award.—(1) Within thirty days from the receipt of the arbitral award, unless another period of time has been agreed upon by the parties—

(a) a party, with notice to the other party, may request the arbitral tribunal to correct any computation errors, any clerical or typographical errors or any other errors of a similar nature occurring in the award;

(b) if so agreed by the parties, a party, with notice to the other party, may request the arbitral tribunal to give an interpretation of a specific point or part of the award.

(2) If the arbitral tribunal considers the request made under sub-section (1) to be justified, it shall make the correction or give the interpretation within thirty days from the receipt of the request and the interpretation shall form part of the arbitral award.



(3) The arbitral tribunal may correct any error of the type referred to in clause (a) of sub-section (1), on its own initiative, within thirty days from the date of the arbitral award.

(4) Unless otherwise agreed by the parties, a party with notice to the other party, may request, within thirty days from the receipt of the arbitral award, the arbitral tribunal to make an additional arbitral award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

(5) If the arbitral tribunal considers the request made under sub-section (4) to be justified, it shall make the additional arbitral award within sixty days from the receipt of such request.

(6) The arbitral tribunal may extend, if necessary, the period of time within which it shall make a correction, give an interpretation or make an additional arbitral award under sub-section (2) or sub-section (5).

(7) Section 31 shall apply to a correction or interpretation of the arbitral award or to an additional arbitral award made under this section.”

31. On a bare reading of Section 33 of the Act of 1996 would show that it permits a party, with notice to the other party, to request the Arbitral Tribunal to correct any computation errors, any clerical or typographical errors or any other errors of a similar



nature occurring in the award. To this Court, it appears that the cluster of words such as “any computation errors, any clerical or typographical errors or any other errors of a similar nature occurring in the award” are to be given a purposive interpretation in the context in which this provision has been incorporated in the statute. In a world of commercial exigencies this provision has to be interpreted in such a way that it serves the purpose behind incorporating Section 33 of the Act of 1996. It is very much clear from the findings of the learned Arbitral Tribunal at page ‘29’ and ‘30’ of the original award that the learned Tribunal was in complete agreement with Mr. Singha’s report. The Tribunal referred the reports of CRITL and MIT, Muzaffarpur and the details and specification of transformer given by the Company. The learned Arbitral Tribunal held that the Board is entitled to assess the tariff for the two periods on the total KVA found in the test reports and the Board should accordingly prepare a fresh bill on the basis of the finding and directions given above. In fact, in the original award the learned Tribunal has very unambiguously held that the Board is entitled to assess the tariff on the total KVA found in the test reports. Thus, in the last portion of the award, the direction of the learned Tribunal to the Board to prepare a fresh bill (1) for the period of 177 days prior to the 31.07.1995 on the



maximum transformer capacity of 2500 KVA and for three days from 1/8/95 on the maximum capacity of 3750 KVA is contradictory to the first direction, therefore, the respondents rightly moved before the learned Arbitral Tribunal for a correction/clarification.

32. We have further noticed from the additional award (Annexure 'P/4') that the learned Arbitral Tribunal found that the Board wanted certain clarification because of the mistake which had crept in the award regarding mentioning of the figures at two places and due to that difficulty was being felt in the preparation of the bill. The Arbitral Tribunal having found that there was an error which was required to be corrected, clarified that the direction given by the Tribunal at page '32' of the award should be read as follows:-

“(1) The Board shall prepare a fresh bill for the period of 177 days upto 31.07.95 and 3 days from 1.8.95 on the basis of total KVAs, that is 6265, as given in the two test reports and accepted by me.”

33. We are of the view that the learned Arbitral Tribunal has only corrected the error which had crept in the last portion of the order which was apparent on the face of it. The learned Commercial Court, Patna has taken a correct view of the matter by refusing to interfere with the additional award.



34. In result, we find no merit in this appeal. It is dismissed accordingly.

(Rajeev Ranjan Prasad, J)

(Kumar Manish, J)

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