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

% **Judgment reserved on : 06 March 2025**
Judgment pronounced on: 28 March 2025

\+ FAO 351/2010 & CM APPL. 54765/2022

M/S BRIJ LAL & SONS .....Appellant
Through: Appellant in person

versus

UNION OF INDIA & ANR. .....Respondents
Through: Ms. Arunima Dwivedi and Ms. Pinky Pawar, Adv.

CORAM:
HON'BLE MR. JUSTICE DHARMESH SHARMA

J U D G M E N T

1. The appellant has preferred this appeal against the order dated 03.02.2010 passed by learned Additional District Judge[1] in Arbitration Suit No. 60 of 2006, whereby the objections to the award dated 11.05.2005, filed by the appellant under Section 34 of the Arbitration and Conciliation Act, 1996 [**"the Act"**] was dismissed by the learned Arbitrator.

FACTUAL BACKGROUND

2. Shorn of unnecessary details, the appellant was awarded a contract for work as C/o NACEN at Sector-29, Faridabad, *vide* Agreement No. 12/EE/FCD-II/99-2000 by the respondent no. 1. The contract, valued at ₹1,53,054/-, was to be completed on 31.10.1999. However, the work was completed on 03.04.2000, following the grant

[1] ADJ

of an extension of time[2] from 01.11.1999 to 03.04.2000. Upon completion, the appellant raised claims for the work done, which were disputed by the respondent no. 1. As per the agreement, the dispute was to be referred to arbitration. The appellant approached the Chief Engineer of the respondent no. 1 for the appointment of an arbitrator, but no appointment was made. Consequently, the appellant filed a suit under Sections 8 and 11 of the Act, before the Learned ADJ, Sh. D.K. Mahotra. *Vide* order dated 20.02.2001, the respondent was directed to appoint a sole arbitrator within 60 days and further directed the arbitrator to pass the award within 90 days.

3. Pursuant to the said order, the respondent initially appointed Sh. Y.P.C. Dangey as the sole arbitrator, who later resigned. Thereafter, Sh. A.K. Bhatnagar was appointed on 18.06.2001, but he also resigned. Subsequently, *vide* letter dated 10.08.2001, Sh. A.K. Singhal was appointed as the sole arbitrator, who entered the reference on 03.09.2002. The final hearing was conducted on 04.08.2004, but the award was rendered on 11.05.2005, after an inordinate delay of nine months from the conclusion of proceedings and more than four years from the court's directions. The present appeal impugned the said award on the grounds of undue delay and bias on the part of both the respondents and the arbitrator.

ARBITRAL PROCEEDINGS:

4. In a nutshell, the appellant raised the following claims:

4.1. The appellant sought a refund of ₹18,305/- deducted from the 3rd Running Account Bill and the 4th & final

[2] EOT

bill as compensation for project delays. The Superintending Engineer[3] granted an EOT till 03.04.2000, imposing a compensation of ₹18,305/- under Clause 2. The amount was deducted in instalments, with ₹12,000/- withheld in the 3rd RA bill and ₹6,305/- in the 4th and final bill. The respondents argued that the levy of compensation under Clause 2 was an "excepted matter", meaning it was final and binding, making it non-arbitrable. The Arbitrator upheld this argument, stating that the compensation had already been deducted before the arbitration referral, and the claim could only be pursued by a competent judicial authority.

4.2. The appellant alleged that they were forced to use Hindustan Tiles, while the contract permitted equivalent brands. They also claimed entitlement to market rates since the work was delayed beyond the stipulated period. Respondents countered that the appellants never proposed an alternative brand and that no changes were made in the pattern of tiles. Additionally, the executed work (561.128 sqm) was within the 20% deviation limit, disqualifying the claim for market rates under Clause 12(A). This claim was dismissed.

4.3. The appellants alleged that they used 50mm thick tiles instead of 40mm due to unavailability in the market. Respondents denied ever allowing this substitution, and no supporting evidence was provided by the appellants. This claim was dismissed.

4.4. The Ld. arbitrator dismissed that claim for compensation for tiles cut to fit kerb stones without margins.

4.5. Appellants alleged that they had to dismantle, raise levels, and refill with additional sand and lean concrete. Respondents denied extra work but acknowledged that 144 sqm was raised using extra sand. The Ld. Arbitrator granted ₹6,320/- for additional sand and dismantling/refixing of tiles.

[3] SE

4.6. The claim for additional labor costs for interlocking tiles was dismissed by the Ld. Arbitrator stated that grouting was already covered in the contract.
4.7. The Ld. Arbitrator dismissed the claim for payment for excavation work for fixing kerb stones.
4.8. The Ld. Arbitrator on a claim for damages due to project delay ruled that – No notice under Section 55 of the Indian Contract Act was issued by the appellants, the delay was due to the appellants' failure to arrange sufficient tiles and Compensation under Clause 2 had already been levied.

5. The learned Arbitrator, after reviewing the parties' submissions and hearing their arguments awarded the appellants ₹6,320/- plus 9% interest per annum from 03.02.2001. It would be apposite to reproduce the reasoning and conclusions determined by the Ld. Arbitrator: -

> "NOW, THEREFORE, on consideration of claims of the claimants, counter claims of the respondents and my findings above, I do hereby make this award that Respondents do pay to the Claimants a sum of Rs. 6320/- (Rupees Six Thousand three hundred and twenty only) plus the interest awarded against claim No.10 in full and final settlement."

PROCEEDINGS BEFORE THE LEARNED ADJ: -

6. On being aggrieved by the arbitral award, the appellant preferred an appeal under Section 34 of the Act, seeking to set aside the Award, the appellant submits that he was entitled to ₹75,000/- as per Clause 12 of the agreement for the differential rate for work executed beyond the stipulated completion date. However, the arbitrator failed to appreciate that the delay was attributable to the respondent, who did not provide the site within the stipulated period. Further, the arbitrator erroneously rejected claim No. 3, amounting to ₹60,000/-, despite the fact that the objector was compelled to use 50

mm interlocking pavers instead of the agreed 40 mm size due to non-availability in the market, incurring additional costs. Moreover, claim No. 5 was only partly allowed, whereas the arbitrator, having accepted the petitioner's contentions, ought to have granted the claim in full.

7. Additionally, the learned arbitrator awarded interest at 9% per annum from the date of reference. However, the appellant contends that the interest ought to have been awarded from the date of completion of work, i.e., 03.04.2000, at the rate of 18% per annum.

8. The impugned order was passed and the objections to the Arbitral Award were dismissed. The operative portion of the impugned order dated 03.02.2010 is reproduced below: -

> 9. In case **Sudarsan Trading Co. vs. The Govt. of Kerala and anr.,** AIR 1989 SC 890, it has been inter alia hold that it is not open to the court to probe the mental process of the arbitrator and speculate, when no reasons are given by the arbitrator, as to what impelled the arbitrator to arrive at his conclusion.
> In case **Puri Construction Pvt. Ltd. vs. Union of India,** AIR 1989 SC 777, Hon'ble Supreme Court has hold that when a court is called upon to decide the objections raised by a party against an arbitration award, th jurisdiction of the court is limited, as expressly indicated in the Act, and it has no jurisdiction to sit in appeal and examine the correctness of the award on merits.
> In case M/s **Hindustan Tea Co. vs. M/s K. Sashikant** & Co., AIR 1987 SC 81, Hon'ble Supreme Court has hold that under the Law, the arbitrator is made the final arbiter of the dispute between the parties. The award is not open to challenge on the ground that the Arbitrator has reached a wrong conclusion or has failed to appreciate facts.
> In case **The President, Union of India and anr. vs. Kalinga Construction Co. (P) Ltd., AIR 1971 SC 1646** Hon'ble Supreme court has hold that in proceeding to set aside award appellat court cannot sit in appeal over the conclusion of the arbitrator by re-examining and re-appraising the evidence considered by the arbitrator and hold that the conclusion reached by the arbitrator is wrong.
> 10. From the bare perusal of Section 34 of Arbitration and Conciliation Act the court can interfere in the arbitration award,

inter alia, if the award is in conflict with the public policy of India and that too if the same has effected by fraud or corruption or with the violation of Section 75 and 81 of the Act.

11. In the present matter the objector has prayed for setting aside the award passed on the ground that Id. arbitrator has not dealt with or considered the claims of the objector properly. The arbitration award in the present matter has been perused carefully and it is found that L.d. Arbitrator has provided proper opportunity to the objector as well as to the respondent to plead their case/claims and each of the claim was dealt with at the time of passing of the award. Whether dealing with the claim of the objector, Ld. Arbitrator has justified his reasons or not cannot be looked into by this Court because it is well settled law of land that the civil court cannot sit as appellate court to the award passed by Ld. Arbitrator. The findings of the abovesaid judgments are applicable to the facts of the instant case.

12. In view of the aforesaid discussion and in the light of abovesaid judgments, I do not find any good reason to interfere in the award as passed by the Ld. Arbitrator. The objections of the applicant U/s 34 of the Arbitration and Conciliation Act stands dismissed. File be consigned to record room."

SUBMISSIONS ON BEHALF OF THE PARTIES: -

9. The appellant submits that, by way of the present appeal, the appellant is challenging the setting aside of the Impugned Order by the learned ADJ on multiple grounds. It is contended that the order is against the law and the facts of the case. It is erroneous and illegal as the learned ADJ failed to appreciate the merits.

10. Furthermore, without *prima facie* satisfaction, it was wrongly held that the objections did not fall under Section 34 of the Act. The arbitral award itself is flawed as it does not address the disputes contemplated under the arbitration agreement. The learned ADJ did not take into account the order dated 16.08.2004 passed by Hon'ble Sh. D.S. Paweriya, ADJ, in Suit No. 158/04 regarding the re-appointment of an arbitrator in another matter.

11. Additionally, the learned ADJ wrongly held that the Chief Engineer (OD2), CPWD, New Delhi, appointed Arbitrator Sh. A.K. Singhal on 12.07.2002. The rejoinder and other submissions were already made to the predecessor arbitrator, Sh. A.K. Bhatnagar, who resigned on 17.05.2002. The appellant further contends that the arbitrator took an unreasonable amount of time to publish the award, exceeding two years, and specifically delayed nine months after the final hearing on 04.08.2004, causing the stamp paper to become invalid after six months. Moreover, procedural irregularities were evident as the arbitrator issued directions through Sh. D.S. Pawariya, learned ADJ, to appear on 18.08.2004 in another arbitration case, raising concerns about the fairness of the process.

12. *Per Contra,* the respondents argued that the department provided full cooperation for the timely completion of the work, and there was no delay on its part. As per Clause 5 of the Agreement, time was of the essence, and the appellant was required to complete the work within one month. However, the appellant failed to organize the procurement and execution efficiently, leading to a six-month delay, with the work being completed only on 03.04.2000. Despite multiple notices and reminders, the appellant failed to commence the work on time and instead engaged in unnecessary correspondence regarding a change in the thickness of interlocking pavers.

13. Further, the respondents highlight that the appellant did not take adequate steps to begin work, as evident from official communications dated 08.10.1999, 16.10.1999, and 27.10.1999. Even after receiving multiple notices and being issued an indent to procure cement, the

appellant failed to act promptly. Due to this delay, an extension of time was granted with compensation levied under Clause 2 of the Agreement by the competent authority. During the execution, the appellant received three running bill payments without protest, and the final bill payment was sent *via* registered post on 13.09.2000. The respondents assert that all claims raised by the appellant are baseless and an afterthought, aimed at dragging the matter into litigation.

14. Eventually, the Chief Engineer appointed Sh. A.K. Singhal as the sole arbitrator under Clause 25 of the Agreement. The arbitrator awarded ₹8845/-, including interest up to 12.07.2005. The appellant unsuccessfully challenged the award in Civil Court, Faridabad, and Tis Hazari Court, Delhi, with both petitions being dismissed on 11.01.2010 and 03.02.2010, respectively.

ANALYSIS AND DECISION:

15. I have given my thoughtful consideration to the submissions advanced by the learned counsel for the parties at the bar and I have also perused the relevant record of the case.

16. **First things first**, Sections 34 & 37 of the Arbitration Act read as under:

> "**34. Application for setting aside arbitral award.** –(1) Recourse to a Court against an arbitral award **may be made only** by an application for setting aside such award in accordance with sub-section (2) and sub-section (3).
> (2) An arbitral award **may be set aside** by the Court only if-
> (*a*) the party making the application establishes on the basis of the record of the arbitral tribunal that-
> (*i*) a party was under some incapacity; or
> **(*ii*) the arbitration agreement is not valid under the law to which the parties have subjected it or, failing any indication thereon, under the law for the time being in force; or**

(*iii*) the party making the application was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings or was otherwise unable to present his case; or

(*iv*) the arbitral award deals with a dispute not contemplated by or not falling within the terms of the submission to arbitration, or it contains decisions on matters beyond the scope of the submission to arbitration:

Provided that, if the decisions on matters submitted to arbitration can be separated from those not so submitted, only that part of the arbitral award which contains decisions on matters not submitted to arbitration may be set aside; or

(*v*) the composition of the arbitral tribunal or the arbitral procedure was not in accordance with the agreement of the parties, unless such agreement was in conflict with a provision of this Part from which the parties cannot derogate, or, failing such agreement, was not in accordance with this Part; or

(*b*) the Court finds that—

(*i*) the subject-matter of the dispute is not capable of settlement by arbitration under the law for the time being in force, or

(*ii*) the arbitral award is in conflict with the public policy of India.

Explanation 1.—For the avoidance of any doubt, it is clarified that an award is in conflict with the public policy of India, only if,-

(*i*) the making of the award was induced or affected by fraud or corruption or was in violation of Section 75 or Section 81; or

(*ii*) it is in contravention with the fundamental policy of Indian law; or

(*iii*) it is in conflict with the most basic notions of morality or justice.

Explanation 2.—For the avoidance of doubt, the test as to whether there is a contravention with the fundamental policy of Indian law shall not entail a review on the merits of the dispute.

(2-A) An arbitral award arising out of arbitrations other than international commercial arbitrations, may also be set aside by the court, if the court finds that the award is vitiated by patent illegality appearing on the face of the award:

Provided that an award shall not be set aside merely on the ground of an erroneous application of the law or by reappreciation of evidence.

(3) An application for setting aside may not be made after three months have elapsed from the date on which the party making that application had received the arbitral award or, if a request had been made under Section 33, from the date on which that request had been disposed of by the arbitral tribunal:

Provided that if the Court is satisfied that the applicant was prevented by sufficient cause from making the application within the said period of three months it may entertain the application within a further period of thirty days, but not thereafter.
(4) On receipt of an application under sub-section (1), the Court may, where it is appropriate and it is so requested by a party, adjourn the proceedings for a period of time determined by it in order to give the arbitral tribunal an opportunity to resume the arbitral proceedings or to take such other action as in the opinion of arbitral tribunal will eliminate the grounds for setting aside the arbitral award.

37. Appealable orders.—(1) (Notwithstanding anything contained in any other law for the time being in force, an appeal) shall lie from the following orders (and from no others) to the court authorised by law to hear appeals from original decrees of the Court passing the order, namely:—
((*a*) refusing to refer the parties to arbitration under Section 8;
(*b*) granting or refusing to grant any measure under Section 9;
(*c*) setting aside or refusing to set aside an arbitral award under Section 34.)
(2) An appeal shall also lie to a court from an order of the arbitral tribunal—
(*a*) accepting the plea referred to in sub-section (2) or sub-section (3) of Section 16; or
(*b*) granting or refusing to grant an interim measure under Section 17.
(3) No second appeal shall lie from an order passed in appeal under this section, but nothing in this section shall affect or take away any right to appeal to the Supreme Court."

[EMPHASIS SUPPLIED]

17. Avoiding a long academic discussion, it suffices to indicate that the jurisdiction of the Court under Section 34 of the Act is neither in the nature of an appellate remedy nor is in the nature of a revisional remedy. It is also well settled that an award cannot be challenged on merits except on the limited grounds that have been spelled out *vide* sub-sections (2) and (3) of Section 34 of the Act, by way of filing an appropriate application. This is exemplified from a bare perusal of

sub-section (4) where upon the receipt of an application, the Court may dispose of the Section 34 proceedings and direct the Arbitral Tribunal to resume the arbitral proceedings or take such action as would eliminate the grounds for setting aside the arbitral award and make the same enforceable. Incidentally, it is also relevant to take note that Section 34 is modelled on the UNCITRAL Model Law on International Commercial Arbitration, 1985, under which no power to modify an award is given to a court hearing a challenge to an award[4].

18. To cite a few authoritative pronouncements by the Supreme Court, we may refer to the decision in the case of **MMTC Ltd. v. Vedanta Ltd**.[5], wherein a plea was advanced that the Appellate Court should be competent to come to a different conclusion based on evaluation of the evidence placed on the record. Outrightly rejecting the aforesaid plea, the Supreme Court elucidated the contours of the powers of a Court under Sections 34 and 37 of the Act, and held as under:-

> "As far as interference with an order made under Section 34, as per Section 37, is concerned, it cannot be disputed that such interference under Section 37 cannot travel beyond the restrictions laid down under Section 34. In other words, the court cannot **undertake an independent assessment of the merits of the award, and must only ascertain that the exercise of power by the court under Section 34 has not exceeded the scope of the provision**. Thus, it is evident that in case an arbitral award has

[4] Article 34. Application for setting aside as exclusive recourse against arbitral award.—
(1) Recourse to a court against an arbitral award may be made only by an application for setting aside in accordance with paragraphs (2) and (3) of this article.
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(4) The court, when asked to set aside an award, may, where appropriate and so requested by a party, suspend the setting aside proceedings for a period of time determined by it in order to give the Arbitral Tribunal an opportunity to resume the arbitral proceedings or to take such other action as in the Arbitral Tribunal's opinion will eliminate the grounds for setting aside."

[5] (2019) 4 SCC 163

> been confirmed by the court under Section 34 and by the court in an appeal under Section 37, this Court must be extremely cautious and slow to disturb such concurrent findings."
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> **[EMPHASIS SUPPLIED]**

19. In the case of **NHAI v. M. Hakeem**[6], the Supreme Court delved into the issue as to whether the power of the Court under Section 34 of the Act, to set aside an award passed by an Arbitrator, would also include the power to modify such an award. It was a case wherein the Division Bench of the Madras High Court had disposed of a large number of appeals under Section 37 of the Arbitration Act by laying down, as a matter of law, that arbitral awards made under the National Highways Act, 1956 read with Section 34 of the Arbitration Act should be read so as to permit the modification of an arbitral award, thereby, the Division Bench enhanced the amount of compensation awarded by the learned Arbitrator. Frowning upon such a course of action, it was categorically held as under:-

> "It can therefore be said that this question has now been settled finally by at least 3 decisions [*McDermott International Inc.* v. *Burn Standard Co. Ltd.*, (2006) 11 SCC 181] , [*Kinnari Mullick* v. *Ghanshyam Das Damani*, (2018) 11 SCC 328 : (2018) 5 SCC (Civ) 106] , [*Dakshin Haryana Bijli Vitran Nigam Ltd.* v. *Navigant Technologies (P) Ltd.*, (2021) 7 SCC 657] of this Court. Even otherwise, to state that the judicial trend appears to favour an interpretation that would read into Section 34 a power to modify, **revise or vary the award would be to ignore the previous law contained in the 1940 Act; as also to ignore the fact that the 1996 Act was enacted based on the Uncitral Model Law** on International Commercial Arbitration, 1985 which, as has been pointed out in *Redfern and Hunter on International Arbitration*, makes it clear that, **given the limited judicial interference on extremely limited grounds not dealing with the merits of an award, the "limited remedy" under Section 34 is coterminous with the "limited right", namely, either to set**

[6] (2021) 9 SCC 1

> **aside an award or remand** the matter under the circumstances mentioned in Section 34 of the Arbitration Act, 1996.
>
> {paragraph 42}
>
> Quite obviously if one were to include **the power to modify an award in Section 34, one would be crossing the Lakshman Rekha and doing what, according to the justice of a case, ought to be done.** In interpreting a statutory provision, a Judge must put himself in the shoes of Parliament and then ask whether Parliament intended this result. Parliament very clearly intended **that no power of modification of an award exists in Section 34 of the Arbitration Act, 1996.** It is only for Parliament to amend the aforesaid provision in the light of the experience of the courts in the working of the Arbitration Act, 1996, and bring it in line with other legislations the world over." {paragraph 48}
>
> **[EMPHASIS SUPPLIED]**

20. The aforesaid *dictum* that there is no power vested in the Court to modify, revise or vary the terms of an award under Section 34 of Arbitration Act was further reiterated in a decision titled **Hindustan Construction Company Limited v. National Highways Authority of India**[7]. The Supreme Court in the aforesaid case held that "*Courts under Section 34 are not granted the corrective lens and cannot re-appreciate the decision on merits unless the conclusions drawn are patently perverse.*" Similarly, in the case of **Reliance Infrastructure Ltd. v. State of Goa**[8]**,** the decision in the case of **Delhi Airport Metro Express Private Limited v. Delhi Metro Rail Corporation**[9] was referred with approval and it was observed that "*The arbitrator is a Judge chosen by the parties and his decision is final. The Court is precluded from reappraising the evidence. Even in a case where the award contains reasons, the interference therewith would still be not available within the jurisdiction of the Court unless, of course, the*

[7] 2023 SCC OnLine SC 1063
[8] 2023 SCC OnLine SC 604
[9] (2022) 1 SCC 131

reasons are totally perverse or the judgment is based on a wrong proposition of law".

21. Having discussed the proposition of law as to the scope of powers under Section 34, we may further briefly elaborate on how the expression "the public policy of India" contained in Section 34(2)(*b*)(*ii*) of the Act is to be construed. The Supreme Court in the case of **ONGC Ltd. v. Saw Pipes Ltd.**[10] explained the expression as under:

> *"31.* Therefore, in our view, the phrase "public policy of India" used in Section 34 in context is required to be given a wider meaning. It can be stated that the concept of public policy connotes some matter which concerns public good and the public interest. What is for public good or in public interest or what would be injurious or harmful to the public good or public interest has varied from time to time**. However, the award which is, on the face of it, patently in violation of statutory provisions cannot be said to be in public interest. Such award/judgment/decision is likely to adversely affect the administration of justice.** Hence, in our view in addition to narrower meaning given to the term "public policy" in *Renu Sagar case* [*Renu agar Power Co. Ltd.* v. *General Electric Co.*, 1994 Supp (1) SCC 644] it is required to be held that the award could be set aside if it is patently illegal. The result would be — award could be set aside if it is contrary to:
>
> (*a*) fundamental policy of Indian law; or
>
> (*b*) the interest of India; or
>
> (*c*) justice or morality; or
>
> (*d*) in addition, if it is patently illegal.
>
> **[EMPHASIS SUPPLIED]**

22. Coming straight to the point, in a recent decision of the Supreme Court in **S.V. Samudram v. State of Karnataka**[11], approving its earlier decision in **Associate Builders v. DDA**[12] (two-Judge Bench), it was reiterated that an award can be said to be against

[10] (2003) 5 SCC 705
[11] (2024) 3 SCC 623
[12] (2015) 3 SCC 49

the public policy of India, *inter alia*, under the following circumstances:

> "42.1. When an award is, on its face, in patent violation of a statutory provision.
> 42.2. When the arbitrator/Arbitral Tribunal has failed to adopt a judicial approach in deciding the dispute.
> 42.3. When an award is in violation of the principles of natural justice.
> 42.4. When an award is unreasonable or perverse.
> 42.5. When an award is patently illegal, which would include an award in patent contravention of any substantive law of India or in patent breach of the 1996 Act.
> 42.6. When an award is contrary to the interest of India, or against justice or morality, in the sense that it shocks the conscience of the Court."

23. In light of the aforesaid proposition of law, reverting to the instant matter, this Court is unable to find any illegality, perversity in the impugned award passed by the learned Arbitrator dated 03.02.2010. A careful perusal of the impugned award would show that the learned Arbitrator ensured that both the parties were given sufficient opportunities to present their case.

24. The parties were heard at length and the claims were duly considered. There is no issue of any proceeding being unfair or violative of the principles of natural justice in the course of arbitration proceedings. Although, there was a delay in passing the impugned award, but there was no prejudice suffered by the appellant in any manner. The delay in publication of award does not invalidate the award unless it is shown that the award has materially affected the rights of the parties.

25. In the instant matter, the claim of the appellant was marginalized based on his own conduct in delaying the performance

of the work assigned to him. Learned Arbitrator appears to have considered each and every aspect of the matter and has given reasoned findings on each issue raised by the appellant. Re-examining the evidence would amount to seek an appeal over the arbitral award which is impermissible.

26. Even the learned District Judge has rightly elaborated that the appellant did not take adequate steps to begin the work and it is only after receiving multiple notices that he completed the project by 03.04.2000. There is no evidence brought by the appellant showing that there was any lack of co-operation on the part of the respondent in the timely execution of the award. It is apparent that the appellant failed to organize the procurement of necessary material and executed the project albeit belatedly and thereafter raising unnecessary claims with regard to the thickness of the material or standardization.

27. At last, there is nothing to indicate that the arbitral award is such which is patently illegal or violates any matters of public policy. In view of the aforesaid discussion, the award does not suffer from any legal infirmities. The appeal under Section 37 of the Act is hereby dismissed.

28. The pending application also stands disposed of.

DHARMESH SHARMA, J.

MARCH 28, 2025
Sp/sa