

Prem Saluja Vs. Delhi Development Authority and anr.

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SooperKanoon Citation : sooperkanoon.com/684289

Court : Delhi

Decided On : Jan-28-2002

Reported in : 2002VIIAD(Delhi)536; 2002(1)ARBLR557(Delhi); 96(2002)DLT628; 2002(62)DRJ11

Judge : J.D. Kapoor, J.

Acts : [Arbitration Act, 1940](#) - Sections 14

Appeal No. : Suit No. 4124/92

Appellant : Prem Saluja

Respondent : Delhi Development Authority and anr.

Advocate for Def. : Anusuya Salwan, Adv.

Advocate for Pet/Ap. : B.K. Dewan, Adv

Judgement :

J.D. Kapoor, J.

1. On filing the petition under Section 14 of the [Arbitration Act, 1940](#) for making the award dated 25th September, 1992 rule of the court, notice was issued to respondent-DDA. The award has been challenged by way of objection filed through I.A.1913/98.

2. It is settled proposition that award should not be interfered unless it suffers from the vice of perversity. The court does not sit in appeal and as such, the court should not re-appreciate, re-assess or re-evaluate the evidence or material on which the Arbitrator has based the findings, unless it is found that the Arbitrator has completely ignored the material documents which if taken into consideration could have tilted the award in favor of the aggrieved party. The sanctity of the award should always be preserved unless the Arbitrator has either gone beyond the terms of the agreement or contract or has tied himself to such a legal proposition which when examined is found to be completely unsound. Otherwise, even erroneous view taken by the Arbitrator either on factual matrix or as to the interpretation of the terms of the agreement should not be upset. Let us examine the award on the anvil of above tests.

3. Claim no. 1 is towards refund of security deposit. The only objection is that the Arbitrator did not consider that the petitioner had failed to rectify the defects which were pointed out in the completion certificate. Similarly claim no. 2 pertains to refund of Rs. 10,000/- which were withheld for no reason.

4. As is apparent from the award, the findings of the Arbitrator are purely findings of facts and pertain to those items which the petitioner was entitled to seek refund. The award does not suffer from any infirmity- legal or factual. The objections have no merit at all and are hereby dismissed.

5. Award dated 25.9.1992 is made rule of the court. As a consequence, suit is decreed for Rs. 76,384/- with interest @ 12% per annum from the date of filing of the award till its realisation. Security deposit amounting to Rs. 62,126/- which is lying with the respondents in the shape of F.D.R. be also released.