

C. Lyall Vs. Delhi Development

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Court : Delhi

Decided On : Aug-26-1992

Reported in : 1993(1)ARBLR91(Delhi); 1992(23)DRJ537

Judge : Arun Kumar, J.

Acts : [Arbitration Act, 1940](#) - Sections 30

Appeal No. : Suit No. 746 of 1987

Appellant : C. Lyall

Respondent : Delhi Development

Advocate for Pet/Ap. : R.L. Pal and; S.K. Kapoor, Advs

Judgement :

Arun Kumar, J.

(1) This order will dispose of the objections filed against the award dated 9th February 1987 by the Delhi Development Authority.

(2) By an agreement No,14/CD.IX/70-71 the work of construction of a 23 storeyed office building of the Delhi Development Authority was entrusted to M/s C. Lyall & Co., petitioner herein. The petitioner had certain claims against the respondent in relation to the execution of the said work. The agreement between the parties

contained an arbitration clause being clause No.25 under which all questions and disputes in relation to the said agreement were liable to be referred to the sole arbitration of the person appointed by the Vice Chairman, Delhi Development Authority. Accordingly Shri G.Subramanyam, Superintending Engineer (Arbitration) was initially appointed as a sole arbitrator. Shri Subramanyam died on 19th August 1984. therefore, vide letter dated 22nd January 1985, (he Vice Chairman of the respondent appointed Shri O.P. Mittal as the sole arbitrator. In pursuance of the said appointment Shri O.P. Mittal entered upon the reference and made his award dated 9th February 1987. The sole arbitrator filed the award and the proceedings in this court. Thereupon notice of filing of the award was issued to the parties. In response to the notice only the respondent i.e. the Delhi Development Authority filed objections under Sections 30 and 33 of the Arbitration Act challenging the award on various grounds mentioned in the objection petition. The following issues were framed on 6-1-1981:-

1. Whether the award dated 9th February 1987 is liable to be set aside on the ground as contained in objections filed by the Delhi Development Authority in I.A. No.3936/87? 2. Relief. Parties' counsel agreed that the record of the arbitration proceedings be read in evidence and they be permitted to file affidavits by way of evidence in support of their respective contentions. Both the parties have filed affidavits by way of evidence. I have heard counsel for the parties in support of their respective case.

(3) Besides challenging the award on merits the first and foremost objection raised by the counsel for the objector is that the arbitrator ought to have given a reasoned award. The award being a non-reasoned award is liable to be set aside on this ground alone. It is admitted case of the parties that the arbitration clause in the agreement, i.e. clause No.25 of the agreement, does not contain any requirement that the award should be a reasoned award.

(4) Counsel for the objector has relied on the letter dated 22.1.1985 through which reference was made to the sole arbitrator by the Vice Chairman of the Delhi Development Authority. In the said letter amongst other things it has been stated that the amount of the claims in dispute being above Rs.50,000.00 , the arbitrator

shall give reasons of the award. Counsel for the objector submits that in view of this condition contained in (he letter of appointment of the arbitrator the arbitrator was bound to give reasons in support of his findings on the various claims referred to arbitration. I may mention at the outset that in the award the arbitrator has adverted to the question whether he was required to give a reasoned award. The claimant had objected to the requirement of a reasoned award being introduced by the respondent in the letter of reference. The arbitrator found that the terms and conditions of the arbitration clause could not be unilaterally changed. thereforee, he chose not to give a reasoned award.

(5) Initially the claims were raised by the claimants on 29th January 1979 which were referred to the arbitration of Shri G. Subramanyam, the sole arbitrator. As already noticed Shri Subramanyam died and thereforee Shri O.P.Mittal was appointed as the sole arbitrator in his place. To make good his submission that the arbitrator was required to give a reasoned award and the impugned award not being a reasoned award, is liable to be set aside, counsel for the objector advanced the following propositions:-

(A)The claimants never objected to the condition imposed by the appointing authority, i-e. the Vice Chairman, Delhi Development Authority requiring the arbitrator to give a reasoned award. thereforee, the claimant is deemed to have waived his objection to such condition being imposed and would be deemed to have acquiesced in it. (b) In view of the conduct of the claimant after the difference was made and during the course of arbitration proceedings it will be deemed that the condition of reasoned award was ratified by the claimant. (c) The sole arbitrator exceeded the jurisdiction by himself deciding the question as to whether he is liable to give reasoned award. (d) The objectors submitted to arbitration only on the condition that the award would be a reasoned award. (e) The condition of reasoned award introduced by the appointing authority was at best a mere irregularity and not something which vitiated the proceedings.

(6) The irregularity stood cured through participation in the arbitration proceedings by the claimant without demur.

(7) Before dealing with the above propositions I consider it appropriate to set out the case of the claimant in this connection. Counsel for the claimant has submitted that the claimant never waived his objection regarding the condition introduced by the appointing authority for a reasoned award. He has submitted that he even raised the objection in this connection before the previous arbitrator vide his letter dated 10th April 1984. He again objected to this requirement on 19th November 1986 during the course of hearing before the arbitrator. According to the counsel this was the appropriate stage for this objection because it was only thereafter that the arbitrator started hearing arguments and the stage for giving his decision had come. He says that the objection was raised at the appropriate stage. On the legal aspect of the question, the submission on behalf of the claimant is that the appointing authority cannot introduce any fresh conditions while appointing an arbitrator. The appointing authority has to appoint an arbitrator in accordance with the arbitration clause. The statute requires that an arbitration agreement has to be in writing. The arbitration agreement, therefore, in the present case is also in writing as contained in clause 25 of the agreement. The same cannot be varied unilaterally by either party nor the variation can be deemed or implied. Otherwise the very purpose of a requirement that the arbitration agreement should be in writing would be defeated. In support of this submission counsel for the claimant has relied on *Express Engineering Co. vs. M.C.D.* 1982 Rlr 88. In this case also the appointing authority, i.e. the Commissioner of the M.C.D. while making the appointment of the sole arbitrator directed in the letter of appointment that the arbitrator will make a speaking award if the award exceeded Rs.25,000.00 . It was also held by this court that the Commissioner had no power to lay down such a condition as a term of appointment of the arbitrator. In the said case as also in the present case it is not in dispute that the appointment of sole arbitrator was to be made in terms of clause 25 of the agreement. The arbitration agreement does not provide for a speaking award. The appointing authority is required to make the appointment strictly in terms of the arbitration clause. Nothing more nothing less. Any action on the part of the appointing authority superimposing such a term in the appointment letter is illegal. The function of the appointing authority is only to appoint an arbitrator in case of disputes. The arbitration agreement is the foundation and the appointing authority cannot deviate from it in any manner. If it

does so, the deviation can be ignored. In law, therefore, the condition of a reasoned award superimposed by the appointing authority can be disregarded. The arbitration agreement cannot be unilaterally modified. To the same effect is another judgment of this court, namely, *Jaswant Singh v. F.C.I.*, 1985 Rlr 44. In *Fci vs . Grate Eastern Shipping Co.*, : [1988]3SCR366 , it has been clearly held that 'the arbitrators could not act on the mandate of one of the parties'. In these said case both the parties had appointed their respective arbitrators. One of the parties had written a letter to their arbitrator stating that he should record reasons for the award. Copies of this letter were also to the arbitrator appointed by the other party. There was no mandate given to the arbitrators by both the parties to the arbitration agreement requiring them to give a reasoned award. therefore, it was held that the arbitrators need not give reasons for the award. There was no legal misconduct on the part of the arbitrators in not giving reasons for the award.

(8) In view of the aforesaid decisions it can very well be said that the law is settled that one of the parties to arbitration cannot unilaterally impose a condition requiring the arbitrator to give a reasoned award. The authority of the arbitrator has to emanate from the arbitration clause which cannot be unilaterally modified. inspire of this settled legal position counsel for the objector has raised the aforesaid propositions and pressed the same on the ground that none of the propositions raised by him have been considered in the aforesaid decisions. therefore, he says that these decisions are not binding and the mailer is at large.

(9) This leads me to consider the aforesaid five propositions raised by counsel for the objector in support of his plea that in the present case the arbitrator was bound to give a reasoned award. My considered view is :- Proposition (a) In view of the fact that counsel for the claimant has shown that he has objected to the condition for a reasoned award during the course of the. arbitration proceedings, this plea is not open to the objector. As already noticed the claimant objected to the requirement for a reasoned award introduced by the appointing authority vide letter dated 10th April 1984 as well as during the course of hearing before the arbitrator on 19th November 1986. I consider that that was the right stage for raising the objection because it was at that time that the arbitrator had to advert to the question whether he has to give a reasoned award or not. This was the stage

when he started hearing arguments for purposes of final decision of the matter. therefore on facts the proposition advanced by counsel for the objector is not tenable. Proposition (b) In this connection counsel for the objector has drawn my attention to sections 196 and 197 of the Contract Act on ratification of contract. The concept of ratification as dealt with in Sections 196 and 197 of the Contract Act relates to agency. In the present case there can be no question of ratification, for the simple reason that the Vice Chairman of the Delhi Development Authority while appointing an arbitrator was not acting as agent of either party much less of the claimant. therefore, by no stretch of imagination it can be said that the Vice Chairman was acting as an agent of the claimant. When the basic premise disappears the question of ratification does not arise. The appointing authority, i.e. the Vice Chairman of Delhi Development Authority in the present case, is only a persona designata reposed with the power of appointment of an arbitrator. This is as per the provisions of the arbitration clause. He cannot travel outside the arbitration clause. His role is circumscribed by the arbitration clause which gives him power to appoint the sole arbitrator. Proposition (c) This argument is totally misconceived. As already noticed it has been held that an arbitrator is not bound by any conditions imposed on him which are beyond the arbitration agreement. In Raipur Development Authority etc. vs . Chokha Mal Constructors. , the Constitution Bench was considering the legality of an unreasoned award on various grounds including natural justice. It was held that an award passed under the Arbitration Act is not liable to be remitted and/or set aside merely on the ground that no reasons have been given in its support except where the arbitration agreement or the deed of submission or an order made by the court or the statute governing the arbitration requires that the arbitrator or the umpire should give reasons for the award. therefore, even in this judgment the position of primacy enjoyed by the arbitration agreement has been held to be a governing feature. I do not find anything wrong in the arbitrator deciding not to give a reasoned award on the ground that the arbitration clause did not contain any such requirement. Proposition (d) It is not open to the objector to raise such an argument when the condition imposed in the letter of reference has itself been held to be illegal and invalid, it is not open to the objector to urge that it participated in the arbitration proceedings only subject to the said condition, Proposition (e) I have held that the

arbitration clause is the pivot. It is the fountain from which the rest of the proceedings flow. It governs the course of the entire arbitration proceedings.. In view of such a position enjoyed by the arbitration clause it is not open to say that the condition of a reasoned award introduced by the appointing authority was a mere irregularity which did not vitiate the entire proceedings and that irregularity got cured on account of participation in the proceedings by the claimant. The condition of a reasoned award is not something procedural. It is a condition which governs the entire arbitration proceedings because they culminate in the award. Mere participation in the proceedings does not make a difference in this context. Moreso, when as in the present case the claimant had objected to the condition at the relevant time. It is for this reason that the authorities cited by counsel for the objector on the question of participation in the proceedings and party taking a chance of a favorable award not being subsequently permitted to challenge the jurisdiction or appointment of an arbitrator are not relevant. Mrs. Mohinder Kaur Kochar v. Punjab National Bank Ltd.. Air 1981 Delhi 106 is a case of making reference to arbitration by way of the partners of a firm and the other partner not being allowed to challenge the same. Partners are agents of each other who have no implied authority to refer disputes to arbitration. The court rejected the objection of one partner taken after the award that there was no proper reference to arbitration. Similar is the position regarding Food Corporation of India and another Vs . Ramchandra Agrawala and another, : AIR1990 Ori116 where question of filling up of a vacancy of an arbitrator was considered and Prasun Roy Vs . Calcutta Metropolitan Development Authority. : [1987]3SCR569 . In the latter case, the party was aware from the beginning that by reason of some disability the matter was legally incapable of being submitted to arbitration. Still the party participated in the arbitration proceedings without protest and when the award went against it, it objected to the same. It was held that it was not open to such a party to challenge the award.

(10) The facts in the present case are totally different. The condition of a reasoned award is something which goes to the root of the matter and unless both the parties agree to such a condition being introduced the same cannot be made applicable and binding on an arbitrator. Moreover, , already held the claimant had been objecting to it from the beginning. The first objection, therefore, that the

award in the present case ought to have been a reasoned award fails.

(11) Now I have to consider the challenge to the award on merits. By referring to the decision of the arbitrator on various claims the counsel for the objector has urged that the award is contrary to the very terms of the agreement or is without any evidence to support the finding regarding certain claims. The argument is that the arbitrator has exceeded his jurisdiction in as much as he has traveled outside the contract and the award is, therefore, liable to be set aside.

(12) Learned counsel for the claimant has submitted at the outset that the award in the present case is a non-speaking award and, therefore, (he court cannot go into the merits of the decision of the arbitrator on the various claims. He submission that starting with the decision of the Privy Council in *M/s Champsey Bhara &Co.; v. Jivraj Bhalloo Spinning & Weaving Co.Ltd.* Air 1923 P.C.66 law is settled that unless there is an error apparent on the face of the award, an award is final and cannot be interfered with. Where a cause or matters in difference are referred to an arbitrator, whether a lawyer or a layman, he is constituted the sole and final judge of all questions both of law and of fact. The only exceptions are fraud or error apparent on the face of the award or upon some paper accompanying or forming part of the award. In *M/s Alien Berry Vs . U.O.I. : [1971]3SCR282* the Supreme Court went further to explain that mere reference to the contract in the award is not to be held as incorporating it in the award.

(13) Learned counsel for the objector has, however, relied on *K.P.Poulose Vs . State of Kerala. : AIR 1975 SC1259* . In this case, it was held that the Arbitrator misconducted the proceedings by ignoring two very material documents to arrive at a just decision to resolve the controversy between the department and the contractor. Further he arrived at an inconsistent conclusion even on his own finding. This was held to be a manifest error apparent ex facie. It was a case of a reasoned award. The two documents in question were before the subordinate Judge. Still they were not before the arbitrator and, therefore, naturally were not considered by him. But in the present case, we are dealing with non-speaking award and the Supreme Court decision does not quite help.

(14) Reliance has also been placed by the objector's learned counsel on M/s Continental Const. Co. V/s State of Madhya Pradesh, : [1988]3SCR103 . This case is peculiar as per its own facts. While making reference to arbitration certain specific issues had been framed and referred to arbitration. On such issues the decision of the arbitrator was treated as final. However, regarding certain other issues the State had taken objection while opposing the application under section 20 of the Arbitration Act. This was regarding the claim of the contractor to extra cost for material and labour in terms of the contract. The Court while allowing the petition u/s 20 of the Arbitration Act ordered that this matter be also agitated before the arbitrator. The District Judge found that this question was a general question and not a specific legal question and the decision of the arbitrator was not final on it. The arbitrator allowed the claim without considering the objection of the State. This was held to be a misconduct on the part of the arbitrator. The Supreme Court approved the decision of the District Judge and held that in view of the specific clause in the contract, the contractor was not entitled to the said claim. It was held 'if no specific question of law is referred, the decision of the arbitrator on that question is not final, however, much it may be within his jurisdiction and indeed essential for him to decide the question incidentally'.

(15) In the present case the situation is totally different. The reference to arbitration was not through court. The appointing authority had referred all the disputes between the parties specifically to arbitration of Shri O.P. Mittal, the sole arbitrator appointed by him for the purpose. No specific issues or general issues as such were referred to arbitration.

(16) The pristine position enjoyed by an award appears to have somewhat got diluted as per the trend of certain recent judgments of the Supreme Court. In State of Andhra Pradesh & Anr. vs. R.V. Rayanim etc.. 1990 (1) Sc 57 it has been held that challenge to an award-is often possible on two grounds: (1) Error apparent on the fact of the records, and (2) arbitrator exceeding jurisdiction.

(17) The court can look into arbitration agreement in the case of latter and not under the former case unless the agreement was incorporated or recited in the award. Thus where the ground of attack against the award is excess of jurisdiction

on the part of the arbitrator, the agreement may have to be looked into.

(18) The latest judgment of the Supreme Court -Associated Engineering Co. vs . Govt. of Andhra Pradesh. : [1991]2SCR924 goes still further in as much as it has been held that 'the arbitrator cannot act arbitrarily, capriciously or independently of the contract. His sole function is to arbitrate in terms of the contract. He has no power apart from what the parties have given him under the contract. If he has travelled outside the bounds of the contract, he has acted without jurisdiction. But if he has remained inside the parameters of the contract and has construed the provisions of the contract, his award cannot be interfered with unless he has given reasons for the award disclosing an-error apparent on the face of it'. It has, however, been emphasised that error in construction of the agreement is within his jurisdiction and as such inamendable. It is only when he goes outside the contract, it will be a case of the arbitrator exceeding his jurisdiction.

(19) The aforesaid latest Supreme Court judgment has been interpreted and followed in Govt. of Kerala vs . V.P. Jolly. : AIR1992 Ker187 . The full Bench of the Kerala High Court after review of the entire case law on the subject has held 'Even non-speaking awards are liable to be set aside if the awards are contrary to the basic or rather obvious features of the contract or traverse beyond the obvious terms of such contract and so long as such decisions can be arrived at without interpreting or construing the terms of the contract. The violation must be evident from a mere look at the terms of the contract.

(20) In the present case I am concerned with a non-speaking award. The parameters for testing the validity of such an award as per the latest trend in law appear to be:

(A)Error apparent on the face of the award in which case the error should be obvious from a bare perusal of the award or any document forming part of the award or appended thereto; (b) Excess of jurisdiction on the part of the arbitrator which means that the arbitrator travels beyond or outside the contract. However, if it is a mere question of interpretation or construing the contract it will not be a ground for setting aside the award. An arbitrator is a sole judge for interpretation of contract and he may construe it rightly or wrongly, per Sudershan Trading Co. vs .

Govt. of Kerela. : [1989]1SCR665 .

(21) Neither the contract nor any document has been made part of or appended to the award by the arbitrator in this case. therefore, the only ground on the validity of the award can be challenged is the findings being outside the contract. The decision of the arbitrator has also been challenged on account of sufficiency of evidence in relation to findings of the arbitrator on certain claims. I am afraid this is not open to the objector. The arbitrator is the sole judge of sufficiency, quantity and/or quality of evidence. It is not open to court to re-assess/ reappraise the evidence. The court while considering objections against the award does not function as a court of appeal.

(22) So far as the question of the arbitrator having travelled beyond the contract or having given findings contrary to the agreement is concerned, I have examined the submissions of the counsel for the objector with reference to the claims in question and the contract. On the facts of the case, I do not find any substance in these objections. None of the findings can be said to be outside the contract. They are matters of interpretation of the contract and, therefore, unassailable. The objections basically are whether a particular claim could be allowed under a particular head or not. This is matter of interpretation of contract.

(23) Before dealing with the objections claim wise one very important thing to be borne in mind is that the arbitrator was a man of objector's choice. He was a technical person having held highest positions as Chief Engineer and Director General, C.P.W.D. Awards by such persons cannot be lightly interfered with.

(24) First objection is regarding claim No.7. This claim was for:

'PUMPING out and bailing out sub soil water and outside the scope of the agreement items as desired by the D.D.A. authorities but not paid for Rs.3,18,140.00 '.

(25) The arbitrator held that the claim was partly justified and a sum of Rs.32000.00 only was awarded. This has been attacked on three grounds.

(1) No evidence that the work was hard. (2) D.D.A. never asked the work to be done. (3) As per the agreement the contractor had to keep the basement and/ or the working area bone dry. thereforee, even if some water had seeped in it was for the contractor to pump it out.

(26) Reference has been made to condition No.6 of the contract in support of the third ground taken. Counsel for the claimant has shown that the work had been done at the instance of the D.D.A. when it wanted to get water proofing work done through another agency, water which had accumulated due to bursting of sewer pipes had to be pumped out before. This was extra work done by the contractor at the behest of the D.D.A. and had to be paid for. The arbitrator has felt satisfied [hat [he work was done and to that extent the claim has been partly allowed. It cannot be said that this finding is contrary to the agreement. If extra work not covered under the contract has to be carried out by the contractor at the instance of the employer the same has to be paid for. The Court cannot go into the question of extant of work done and rate of payment.

(27) Claim No. 11 was for 'Extra for finishing Rcc surfaces with white cement and stone dust rubbing at floors level'. The claim was partly allowed. As against Rs.315814.00 a sum of Rs.201000.00 was allowed. Counsel for objector submitted that as per the contract the contractor had to provide smooth exposed even surface finishing and, thereforee, there was no question of any extra payment in this connection. Payments for this work had to be made at the rates specified under agreement Item No. 16. By allowing extra payment for this work, it is said that the arbitrator has exceeded his jurisdiction. Counsel for claimant has explained that this claim was not covered under Item 16 of the agreement. The claim arose in view of the fact that the work was enormous and continued over a long period. The exterior of the building has R.C.C. finish. Black cement had been supplied in various lots from time to time. The colour of the cement varied. This work was additional work carried out to give the entire building even outer look, i.e. to avoid patchy look on account of difference in the colour of cement used. This type of work was never envisaged under the agreement and, thereforee, was extra work and was to be paid for. The claim was not for providing a smooth surface/finishing. The arbitrator who was a technical person felt satisfied about this

extra work and awarded partly in favor of the claimant under this head. The award cannot be faulted under this head. The objection is misconceived and untenable. The same is rejected.

(28) Next objection is regarding the award under claims No.16, 21 and 22. These claims are:- Claim No.16; Balance payment due to short erroneous measurements of certain Rcc items under wrong head resulting in less payment to the contractor amount Rs.1,85,475.00 . Claim No.21: Extra for using M-200 cement concrete in Rcc work paid as Rcc 1:2:4 comical mix (1 cement: 2 coarse sand: 4 aggregate.) 20 mm and down gauge stone aggregate amount Rs.1,31,325.00 . Claim No.22 ; Extra for Rcc M-200 in waffle slabs amount Rs.3,335.00 .

(29) The arbitrator has said in the award that these claims were jointly discussed and were thereafter partly allowed. The objector has sought to put the objection regarding award under these claims on the ground that the arbitrator has ignored the fact that certain special condition which the contractor wanted to make part of the agreement had been subsequently given up by the contractor as per its letter dated 13.5.1970 which was made part of the agreement. In spite of this the arbitrator has allowed extra payment as if that special condition was applicable and thereby has acted contrary to the agreement. Reply of the contractor is that the claim is not on that account as it is being made out. The special condition stood waived and payment has not been allowed as per that. The language of the claims itself shows that they are not for extra cement. They are for use of better grade aggregate (rori) to give extra strength to the structure. The fact that arbitrator says in the award that this was jointly discussed shows that/it could not be without evidence. There was material before the arbitrator to justify the claim and he thereforee partly allowed it. The objection is. thereforee, rejected.

(30) Claim No.54 was for general escalation in the cost of construction due to delayed execution of the work. The arbitrator held the claim to be justified. Counsel for objector submitted that no claim for escalation in cost of construction could be allowed outside clause 1OC of the agreement. On the other hand counsel for claimant submitted that (his claim was on account of damages suffered on account of work done beyond the initial date of completion of work. Clause

10C is. therefore, not at all attracted. He has relied on Metro Electric Co. v. Delhi Development Authority 1980 Del. 266, a division bench judgment of this court in this connection. According to the contractor the objector had committed breach of agreement by delaying completion of work. Clause 10C applied to increase in cost of labour and/or material as per circumstances contained therein, during the progress of the work. The progress work will normally relate to progress of work during the period of completion stipulated under the contract. The claim in the present case is for damage on account of increase in cost of work carried beyond of the stipulated completion period specially when the delay in completion of work was attributed to the D.D.A. I find no ground to interfere in the decision of the arbitrator on this point.

(31) Last objection urged before me is regarding claim No.57. The claim was for 'Balance payment for quantity of turn steel due to difference in actual weight and the weight paid for on the basis of book weight co-efficient amount Rs.1,17,524.29.00'.(Amount revised as per 2nd reference of Engineer Member).

(32) The objection is mainly on the ground that there was no evidence at all to support the claim. Counsel for claimant submitted that the objection was factually incorrect. He says that there was sufficient material before the arbitrator to justify the claim. Apart from other things he relied on Isi Code, which was placed before the arbitrator. The item involved in the claim is of a technical nature. The arbitrator being a technical person understood it and partly allowed the claim to the extent of Rs.43890.00 only. Sufficiency of evidence is not for me to judge. I have no reason to interfere with this finding of the arbitrator. The objection is, therefore, turned down.

(33) Before concluding a word of praise for the young counsel for the objector. Normally one does not get such good assistance in government cases as I got in the present case. Counsel for objector has made a very good effort.

(34) All the objections to the award having been dismissed, the award is made a rule of the court. Decree is passed in terms of the award and the award will form part thereof. Petitioner will also be entitled to interest at the rate of 12 per cent per annum on the awarded amount from the date of award till realisation of the

decretal amount. Petitioner will also get costs as per rules.

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