

Sahdev Brothers Vs. Delhi Development Authority and anr.

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Court : Delhi

Decided On : Mar-11-1998

Reported in : 1998IIAD(Delhi)647; 1998(1)ARBLR402(Delhi); 72(1998)DLT419; 1998(45)DRJ67; 1998(2)RLR93

Judge : C.M. Nayar, J.

Acts : [Arbitration Act, 1940](#) - Sections 30 and 33

Appeal No. : Suit No. 1657/91 & I.A.No.12278/91

Appellant : Sahdev Brothers

Respondent : Delhi Development Authority and anr.

Advocate for Def. : Mr. F. Hassan and ; Mr. Shailesh Kapoor, Adv.

Advocate for Pet/Ap. : Mr. D.P.Sharma, Adv

Judgement :

C.M. Nayar, J.

1. The present petition has been filed under Section 14 of the [Arbitration Act, 1940](#) for filing of the Award dated 3rd May, 1991 in Court and for making the same rule of the Court.

2. The petitioner was awarded the contract under the name and style of 'Construction of A.G.V.C. 1982. SH: construction of parking and widening of existing roads, Phase II.' Disputes and differences arose between the parties and the matter was referred to the sole arbitration of Shri Banarsi Dass by the Engineer Member of the respondent Authority who had resigned and the matter was adjudicated by Shri R.C.Malhotra.

The claims and counter claims may be reproduced as below:-

'ADDITIONAL CLAIM NO.1: Claimants claim

Rs.40,000/- towards

refund of earnest

money/security

deposit.

'ADDITIONAL CLAIM NO.2: Claimants submit

that rescission

should be set

aside.

ADDITIONAL CLAIM NO.3: Claimants claim

Rs.12,000/- on a/c

of cost of procure-

ment of 800 mm dia

pipe NP2, which

could not be

incorporated before
the contract was
rescinded and had
not been allowed to
be removed.

ADDITIONAL CLAIM NO.4: Claimants state that
action taken under
clause 2 be set
aside.

COUNTER CLAIM NO.1: Respondents claim
Rs.1276.80 towards
panel rate recovery
for cement 2.28 M.T.

COUNTER CLAIM NO.2: Respondents claim
Rs.32,130/- towards
panel rate recovery
for bitumen 6.30
M.T.

COUNTER CLAIM NO.3: Respondents claim
Rs.450/- because of

non submission of
labour report.

COUNTER CLAIM NO.4: Respondents claim

Rs.175/- because of
non submission of
receipt of empty
cement bags.

COUNTER CLAIM NO.5: Respondents claim

Rs.1,50,000/- for
the quantity of
material found
short during
technical
examination of
the work.

COUNTER CLAIM NO.6: Respondents claim

Rs.1,33,939/-
towards balance
work got executed
at the risk and

cost of the

claimant/contractor

by other agency.

COUNTER CLAIM NO.7: Respondents claim

Rs.20,628/- towards

deduction in rates

on a/c of oversize

stone aggregate.'

4. The only amount which has been awarded in favor of the petitioner claimant is the refund of earnest money/security deposit which was alleged to be wrongly withheld by the respondent Authority. The Counter Claim No.4 of the respondent was allowed and an Award was made in the sum of Rs.175/-. The total Award in favor of the petitioner claimant is, therefore, for the amount of Rs.39,825/-. The learned arbitrator has given reasons to arrive at conclusions which are based on appreciation of evidence as well as the documents which have been placed on record. The law is well settled that it will not be open for this Court to reappraise the same and arrive at conclusions contrary to the conclusions which have been rendered by the learned arbitrator. The learned counsel for the respondent Authority has not been able to assail the findings of the learned arbitrator and no error of law nor acts of misconduct have been pointed out at the time of hearing. The objections of the respondent Authority as a consequence are dismissed. The Award dated 3rd May, 1991 is made rule of the Court and decree in terms thereof is passed. The petitioner claimant shall also be entitled to interest at the rate of 12% p.a. from the date of decree till realisation. There will be no order as to costs.