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BEFORE DR.JUSTICE A.K.RATH,
FORMER JUDGE, ORISSA HIGH COURT, SOLE ARBITRATOR,
THE HIGH COURT OF ORISSA ARBITRATION CENTRE,
CUTTACK.



Arbitration Proceeding No.01 of 2023

S.P.Singla Constructions Pvt. Ltd.
through its Authorized Signatory,
47, Sector-9, Panchkula- 134113,
Haryana.

..... Claimant

Versus

The Chief Engineer (World Bank Project)
Odisha, Works Department,
Government of Odisha
represented through the
Executive Engineer, Cuttack
(R & B) Division-I, Cuttack.

..... Respondent

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For the claimant - **Mr.Praveen Moudgil,
Mr.Sadiqua Fatima,
Mr.Roopal Chaturvedi,
Advocates**

For the respondent - **Mr.Debasis Nayak, AGA**

A W A R D
Dated 31.01.2025

The claimant had filed ARBP No.42 of 2022 under Section 11 of the Arbitration and Conciliation Act, 1996 ("Arbitration Act") in the Hon'ble High Court of Orissa for appointment of the Arbitrator to adjudicate the disputes between the parties. By order dated 16.12.2022, the Hon'ble High Court had appointed me as the sole arbitrator. It was directed that the arbitration proceeding shall take place under the aegis of the High Court of Orissa Arbitration and Mediation Centre, Cuttack ("Arbitration Centre"). Pursuant to the aforesaid order, the Co-ordinator of the Arbitration Centre sent a letter on 4.01.2023 intimating my appointment as sole arbitrator and initiation of the proceeding. The Arbitration Centre had also issued notices to the parties fixing the date of appearance on 4.2.2023. On 4.2.2023 Mr.Praveen Moudgil and associates entered appearance on behalf of the claimant and filed Vakalatanama. Learned counsel for the claimant sought time to file Statement of Claim. Er.Pravash Kumar Majhi, Supt. Engineer, (R & B Division), Cuttack was present on behalf of the respondent. On 23.3.2023 learned counsel for the claimant had filed Statement of Claim along with documents. Mr.Iswar Mohanty, learned ASC for the respondent sought time to file Statement of Defence. Statement of Defence was filed on 3.7.2023. The claimant had filed rejoinder on 5.8.2023. Issues were framed on

ARBP No.42 of 2022 under Section 11 of the Arbitration Act before the Hon'ble High Court of Orissa. Vide order dated 16.12.2022, the Hon'ble High Court had appointed the Arbitral Tribunal.

48. In view of the analysis made above, the arbitration proceeding is maintainable in law. The issue is answered in affirmative.

ISSUE NO.2

49. For deciding the question as to whether the claims of the claimant are barred by law of limitation, it is apt to refer to Section 43 of the Act.

43. Limitations.- (1) The Limitation Act, 1963 (36 of 1963), shall apply to arbitrations as it applies to proceedings in Court.

(2) For the purposes of this section and the Limitation Act, 1963 (36 of 1963), an arbitration shall be deemed to have commenced on the date referred in section 21.

(3) Where an arbitration agreement to submit future disputes to arbitration provides that any claim to which the agreement applies shall be barred unless some step to commence arbitral proceedings is taken within a time fixed by the agreement, and a dispute arises to which the agreement applies, the Court, if it is of opinion that in the circumstances of the case undue hardship would otherwise be caused, and notwithstanding that the time so fixed has expired, may on such terms, if any, as the justice of the case may require, extend the time for such period as it thinks proper.

(4) Where the Court orders that an arbitral award be set aside, the period between the commencement of the arbitration and the date of the order of the Court shall be excluded in computing the time prescribed by the Limitation Act, 1963 (36 of 1963), for the commencement of the proceedings (including arbitration) with respect to the dispute so submitted.



97. In Satya Jain (Dead) through LRs (supra), the Apex Court held that the principle of business efficacy is normally invoked to read a term in an agreement or contract so as to achieve the result or the consequence intended by the parties acting as prudent businessmen. There is no quarrel over the proposition of law.

98. In the result, the Arbitral Tribunal makes the following award.

Claim No.1	-	Rs.2,03,22,798/-
Claim No.2	-	Rs.24,39,083/-
Claim No.3	-	Rs.25,63,435/-
Claim No.4	-	Nil
Claim No.5	-	Rs.5,22,55,051/-
Claim No.6	-	Nil
Claim No.7	-	Rs.20,50,000/-
Claim No.8	-	<u>Rs.1,29,53,792/-</u>

Total Rs.9,25,84,159/-

(Rupees nine crores twenty five lakhs eighty four thousand one hundred fifty nine only)

99. The award amount shall be paid by the respondent to the claimant within ninety days failing which, the same shall carry simple interest @12% per annum.

100. The award is pronounced and signed on this 31st day of January, 2025.

Orissa High Court Arbitration Centre,
Cuttack/31.01.2025


Dr. Justice A.K. Rath
Arbitrator

