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Dispute Resolution & Arbitration

Monthly Update

March 2022

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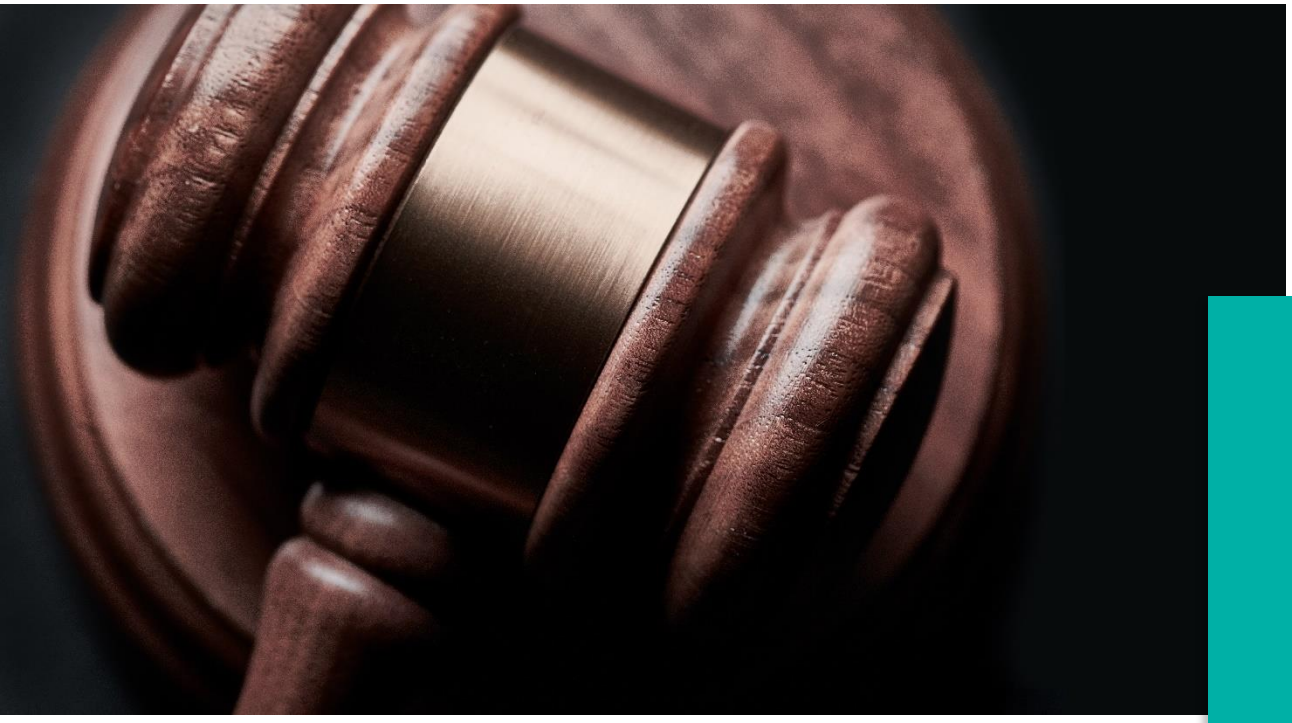
DISPUTE RESOLUTION AND ARBITRATION UPDATE



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Indian Oil Corporation Ltd v. M/s Shree Ganesh Petroleum

Civil Appeal Nos. 837-838 of 2022 [Arising out of Special Leave Petition (Civil) Nos.35970-71 of 2016]

Background facts

- In the present case, M/s Shree Ganesh Petroleum (**Respondent**) desired to start a petrol pump and had approached Indian Oil Corporation Ltd (**Appellant**) for a dealership. The Appellant agreed to offer the dealership, subject to the condition that the plot of land owned by the Respondent will be leased to it. Subsequently, two agreements were executed between the parties – a Deed of Lease dated September 20, 2005 (**Lease Agreement**) for a period of 29 years and a Dealership Agreement dated November 15, 2006, for a period of 15 years.
- Both the agreements were independent of each other with distinct arbitration clauses. The Lease Agreement provided for reference of disputes to the Managing Director of the Appellant in case of arbitration, and if the Managing Director was unable or unwilling to act as a Sole Arbitrator, then resolution of dispute will be under the sole arbitration of any other person designated or nominated by the Managing Director. On the other hand, the Dealership Agreement provided for reference of disputes to the sole arbitration of the Director (Marketing) of the Corporation who might either himself act as the Arbitrator or nominate some other officer of the Corporation to act as the Arbitrator.
- After a period of time, on inspection of the petrol pump, the Appellant noticed certain irregularities on part of the Respondent, which amounted to violation of the Marketing Discipline Guidelines (**MDG**), 2005. Consequently, on admission of such irregularities by the Respondent, the Appellant terminated the Dealership Agreement.
- After multiple attempts of Appeal before the Appellate Authority of the Appellant proved to be fruitless, the Respondent invoked the arbitration clause under the Dealership Agreement. Accordingly, as stipulated in the Dealership Agreement, the Director (Marketing) of the Appellant was appointed as the Sole Arbitrator. The Respondent requested for an amendment of the Lease Agreement to reduce the lease period and increase the monthly rent as an alternate to set aside the termination of the Dealership Agreement.

- With reference to the termination of dealership by the Appellant, the Sole Arbitrator held that it was legal and valid but as regard the Lease Agreement, he partly allowed the claim of the Respondent by reducing the lease period and by increasing the lease rent.
- Aggrieved by this, the Appellant filed an Application under Section 34 of the Arbitration and Conciliation Act, 1966 (**Act**) in the District Court-3, Pune (**District Court**), for setting aside of the Award dated November 04, 2010. The Respondent filed its cross objections to the Impugned Award and its counter claim in the District Court and, subsequently, vide an Order dated January 29, 2013, the District Court allowed the counter-objection of the Respondent partly and modified the Award by deleting the clause for reduction of the period of Lease Agreement.
- As a result, both the Respondent and Appellant filed Arbitration Appeals before the Bombay High Court (**High Court**) under Section 37 of the Act, to challenge the Order of the District Court.
- Accordingly, by way of an Order dated September 11, 2015, the High Court partly allowed the Appeal filed by the Respondent and dismissed the Appeal filed by the Appellant, on the ground that there was no scope for the District Court to interfere with the Impugned Award.
- Discontented with this, the Appellant filed an Appeal in the Supreme Court of India (**SC**) challenging the Order passed by the High Court.

Issues at hand?

- Whether the Arbitral Award and the Order of the District Court are liable to be set aside in so far as the same deal with the disputes pertaining to the Lease Agreement?
- Whether the Order of the High Court is liable to be set aside?

Decision of the Court

- At the outset, SC juxtaposed the Lease and the Dealership Agreements and observed that there is significant difference between the terms of both. Additionally, the SC noted that the disputes arising out of the Lease Agreement could only be referred to the Managing Director of the Appellant for arbitration or his nominee, whereas the disputes arising out of the Dealership Agreement were to be referred to the Marketing Director of the Appellant for arbitration. SC also noted that under the Lease Agreement, if the disputes could not be referred to the Managing Director for any reason, the matter could not go to arbitration at all.
- In view of the foregoing, SC expressed that an Arbitral Tribunal has its origin in a contract and, therefore, it is strictly required to act in terms of the contract under which it is established. Furthermore, when an Arbitral Tribunal defaults to act in terms of the contract or disregards the specific terms of the contract, it is beyond a shadow of doubt that the Award granted by it is illegal. Thereafter, the SC demarcated between the failure to act in terms of a contract and inaccurate interpretation of the terms of the contract by the Arbitral Tribunal and clarified that the latter is valid because the Arbitral Tribunal is empowered to interpret the terms and conditions of a contract while adjudicating a dispute.
- Subsequently, SC referred to its judgement in *Associate Builders v. Delhi Development Authority*[1] to highlight that when an Arbitral Tribunal overlooks the terms of a contract, the Award would be far from public interest. On the strength of this judgement, SC advanced that in the present case, while granting the Award in respect of lease term and lease rent, the Arbitrator completely brushed aside the terms and conditions of the Lease Agreement and, therefore, the Award is evidently against the public policy. In view of the above, the SC arrived at the conclusion that the Impugned Award is clearly beyond the scope of the competence of the Arbitrator appointed under the Dealership Agreement.
- Additionally, the SC recapitulated the principles laid down by it in *SsangYong Engineering and Construction Company Ltd v. National Highways Authority of India (NHAI)*[2] and *PSA SICAL Terminals Pvt Ltd v. Board of Trustees of V.O. Chidambranar Port Trust Tuticorin and Ors*[3] wherein it was held that an Arbitrator derives its power from the contract and if, in the guise of doing justice, the Arbitrator goes beyond the contract, he would be acting without jurisdiction.
- Lastly, the Court referred to its judgement in *Satyanarayana Construction Company v. Union of India and Ors*[4] to delineate that once a rate had been finalized in a contract, it was not within the scope of the Arbitrator to revise the terms of the contract and award a higher rate.
- In light of the peculiarity of the facts and circumstances of this case, the SC set aside the Award to the extent that the Arbitrator had increased the lease rent and reduced the lease term.

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Viewpoint

Through this judgment, the SC has categorically held that if the Arbitral Tribunal fails to act within the terms of the contract or rewrites the terms of the agreement under which it is constituted, then that Award is patently illegal. In terms thereof, the SC has also cautioned the Arbitrators to pragmatically exercise their jurisdiction in terms of the contract. Additionally, by setting aside the Award to the extent which was unreasonable and perverse in the face of the terms of the Lease Agreement, the SC has sharpened the distinction between the narrow window of judicial intervention while reviewing the Arbitral Award and the judicial duty to ascertain that the principles of justice are not violated by the Arbitrator by forcing unilateral addition/alteration of a contract upon an unwilling party.

[1] (2015) 3 SCC 49
[2] (2019) 15 SCC 131
[3] (2021) SCC Online SC 508
[4] (2011) 15 SCC 101

- Further, the SC set aside the Impugned Judgement passed by the District Court as the same pertained to lease rent and lease period. The SC also set aside the Impugned Judgement of the High Court and, thus, answered the issues in affirmative.

Amar Nath v. Gian Chand and Anr

2022 SCC Online SC 102

Background facts

- The Appellant was the owner of a small parcel of land that he claimed was fraudulently transferred by the Power of Attorney (**POA**) holder, after the POA had been cancelled.
- The Appellant alleged that he had entered into an oral contract with Respondent No. 1 for the sale of his parcel of land for a sum of INR 50,000. Further, he executed a POA in favor of Respondent No. 2 to effect the sale in his absence.
- The Appellant alleged that Respondent No. 2, in whose favor he had issued the POA, in connivance with Respondent No. 1, executed the Sale Deed transferring the parcel of land in dispute for a sum of INR 30,000, instead of the agreed sum of INR 50,000. He further alleged that he had cancelled the POA before the sale was effected, and that the Sale Deed was registered using a copy of the POA, whereas the Registration Act, 1908 (**Act**) required the Respondent No. 2 to furnish the original POA and, therefore, the sale was null and void.
- The Respondents argue that the oral contract entered into between the Appellant and Respondent No. 1 was for a sum of INR 30,000 and that the registration of the Sale Deed was lawful since there was no statutory mandate requiring the production of the original POA.

Issue at hand?

- Whether the non-production of the original POA at the time of the execution of the Sale Deed will render the sale null and void?

Decision of the Court

- To decide the matter, the Supreme Court (**SC**) elaborated on the inter-play of Sections 32, 33 and 34 of the Act.
- **Interplay of Sections 32 AND 34**
  - The Court laid specific emphasis on the words of Section 34(3)(c) of the Act, which reads as follows: *'(c) in the case of any person appearing as a representative, assign or agent, satisfy himself of the right of such person so to appear'*
  - The Court observed that the term 'person appearing as a representative, assign or agent', relates to individual as specified under Section 32(b) and (c), and that the said provision would not extend to individuals specified under Section 32(a) of the Act, and that only if the case related to individuals specified under Section 32(b) and (c), the sub-Registrar is empowered to require production of the original POA at the time of registration.
  - Further, the Court also held that the sub-Registrar is statutorily mandated, by virtue of Section 34(3)(a) and (b), to ascertain only the identity and not the right of individuals (by production of original POA) mentioned under Section 32(a) of the Act.
- **Interplay of Sections 32 and 33**
  - The Court held that Section 33(4) of the Act, which requires the production of the original POA for registering the document, which is being executed, applies only to individuals mentioned under Section 32 (b) and (c) of the Act, i.e., representatives, assignees or agents of persons mentioned under Section 32(a).
  - On arriving the above conclusion, the SC relied on the judgment of *Rajni Tandon v.. Dulal Ranjan Ghosh Dastidar and Another*[5] and observed that a person who executed a document under the terms of the POA is, insofar as the registration office is concerned, the actual executant of the document and is entitled under Section 32(a) to present the document for registration and get it registered.
  - The Court further elaborated that Section 32(a) includes persons who actually sign or mark the document in token of execution, whether for himself or on behalf of some other person and concluded that the person who actually signs the document or executes the documents for the purpose of Section 32(a) does not require the original POA to present the document.
- In the present case, the Court held that Respondent No. 2 was the person who actually executed the Sale Deed and, therefore, he was under no statutory obligation to have produced the

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Viewpoint

This judgment unequivocally holds that a person purporting to act under a POA does not need to produce the original POA for registration of Sale Deed under the Registration Act. This viewpoint of the SC on Sections 32, 33 and 34 of the Act endangers the interests of property owners, who have for the convenience of sale of property, have issued POA. This judgment indirectly necessitates that the cancellation of the POA must be registered with the Registrar in order to protect the interest of the property owners. However, there may be circumstances wherein the principal might not be in a position to get the cancellation of the POA registered. Therefore, in light of safeguarding the public interest, it is imperative that necessary amendments be introduced in the Act to make it statutorily mandatory for the POA holder to furnish the original POA at the time of registration.

[5] (2009) 14 SCC 782

original POA. The Court upheld the validity of the Sale Deed and observed that the POA holder who has been authorized by the owner of the land to execute the Sale Deed is under no statutory obligation to furnish the original POA before the sub-Registrar.

UHL Power Company Ltd v. State of Himachal Pradesh

Civil Appeal Nos. 10341 and 10342 of 2011.

Background facts

- A Memorandum of Understanding (**MoU**) dated February 10, 1992 and an Implementation Agreement dated August 22, 1997 was executed between UHL Power Company Ltd (**UHL**) and the State of Himachal Pradesh (**State**) for developing a hydro-electric power generation project. However, disputes arose between the parties when the Implementation Agreement was terminated by the State for failure to obtain certain clearances within the contractually stipulated period.
- Accordingly, arbitration proceedings were initiated between the parties and by way of an Award dated June 05, 2005, the learned Sole Arbitrator awarded a sum of INR 26,08,89,107.35 in favor of UHL towards expenses claimed, along with pre-claim interest capitalized annually on the expenses so incurred. In addition, the Arbitrator also awarded compound interest in favor of UHL at the rate of 9% p.a. till the date of claim and in case the awarded amount is not realized within a period of 6 months from the date of making the Award, future interest at the rate of 18% p.a. was also awarded on the principal claim with interest (**Award**).
- Aggrieved by the Award, the State challenged it under Section 34 of the Arbitration and Conciliation Act, 1996 (**Act**) before the High Court of Himachal Pradesh (**HC**). Vide Order dated December 16, 2008, the single judge of the HC disallowed the Award and UHL's entire claim.
- The aforesaid HC Order was challenged by UHL under Section 37 of the Act before the Division Bench of the HC. Vide Order dated May 24, 2011, the Division Bench allowed UHL's Appeal and restored the Award to the extent of INR 9,10,26,558.74 as principal along with simple interest at the rate of 6% p.a. from the date of filing of the claim, till the date of realization of the awarded amount.
- The Court relied on the judgement of *State of Haryana v. S.L. Arora and Co*[6], wherein it was held that compound interest can be awarded only if there is a specific contract or authority under a Statute for compounding of interest. Since there was no general discretion vested in Courts or Tribunals to award compound interest, the HC denied the award of compound interest and stated that in the absence of any provision for interest upon interest in the contract, an Arbitrator does not have the power to award compound interest, either for the pre-award period or for the post-award period (**Impugned Judgement**).
- Aggrieved by the Impugned Judgement, both UHL and the State preferred separate appeals before the Supreme Court (**SC**) on differing grounds, which were clubbed by the SC.

Issue at hand?

- Whether an Arbitrator has the power to grant post-award interest on the interest amount awarded under the Act?

Decision of the Court

- At the outset, SC observed that the position of law regarding an Arbitral Tribunal awarding compound interest was no longer res integra, in view of the judgement in *Hyder Consulting (UK) Ltd v. Governor, State of Orissa Through Chief Engineer*[7], which over-ruled the verdict in *S. L. Arora case*[8] by three-Judge Bench of SC where the majority view was that post-award interest can be granted by an Arbitrator on the interest amount awarded. In Hyder Consulting case, SC clarified that the question on there being interest on interest did not arise since interest under Section 31(7)(b) of the Act was granted on the 'sum' directed to be paid by an Arbitral Award wherein the 'sum' was nothing more than what was arrived under Section 31(7)(a) of the Act.
- Accordingly, SC reversed the findings in the Impugned Judgment regarding the Arbitral Tribunal not being empowered to grant interest on interest or compound interest and re-instated the Award to that effect.
- Thereafter, while analyzing the facts of the case, SC agreed with the HC's view and held that the Single Judge erred in reappreciating the findings of the Arbitral Tribunal and took an entirely

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Viewpoint

This judgment makes it clear that the Arbitrator has the power to award interest on interest and reinstates the law laid down in Hyder Consulting case. SC has also shed light on the judicial review of arbitral awards by holding that the jurisdiction conferred on Courts under Section 34 of the Act is fairly narrow. Similarly, when it comes to the scope of an Appeal under Section 37 of the Act, the jurisdiction of an Appellate Court is more circumscribed and when there are two plausible interpretations of the terms and conditions of the contract, then no fault can be found if the Arbitrator proceeds to accept one interpretation as against the other.

[6] (2010) 3 SCC 690
[7] (2015) 2 SCC 189
[8] Civil Appeal No.1094 of 2010

different view in interpretating the relevant clauses of the Implementation Agreement governing the parties. It was not open to the Court to do so in proceedings under Section 34 of the Act by virtually acting as a Court of Appeal.

- SC while placing reliance on *Dyna Technologies (P) Ltd v. Crompton Greaves Ltd*[9] observed that the interpretation of the relevant clauses of the Implementation Agreement, as done by the Sole Arbitrator, are both possible and plausible. Merely because another view could have been taken cannot be the ground for the Single Judge to have interfered with the Arbitral Award.
- In view of the above, the SC held that the Order passed by the Single Judge of the HC had exceeded its jurisdiction by questioning the interpretation given to the Implementation Agreement under the Award, since such interpretation was backed by logic. Thus, the restoration of the Award by the Impugned Judgment was held to be proper by the SC.
- In view of the above, SC partly allowed the appeal by UHL by stating that the Arbitrator has the power to grant post-award interest and rejected the Appeal of the State in toto.

Joginder Tuli v. State NCT of Delhi & Ors

Criminal Misc. Case No. 6699 of 2021

Background facts

- Mr. Joginder Tuli (**Petitioner**), entered into an agreement with Mr. Ravinder Kumar Chugh to buy a store on the ground floor of a building for INR 7,20,000. At the relevant time, the possession of the store wasn't given to the Petitioner, as Ravinder Kumar Chugh's family had signed a Collaboration Agreement with a builder, who did not construct the premises.
- However, the Petitioner entered into a Memorandum of Understanding (**MoU**) dated October 17, 2003 with Mr. Ravinder Kumar Chugh, which stated that the vacant possession of the property has been handed over to the Petitioner.
- Thereafter, the Petitioner filed a complaint with the SHO, Greater Kailash Police Station, stating that his associate spotted one Arvinder Singh on the property premises without their prior permission. The petitioner also stated that irrespective of possessing the property title documents he was threatened and spoken to in a derogatory manner.
- Aggrieved by the manner in which the Police were handling the matter, the Petitioner sought a Writ of Mandamus from the Court, directing the Commissioner of Police to conduct a vigilance investigation under the supervision of a senior officer of not less than the rank of ACP against the police officers, alleging that they had not conducted a fair investigation into the complaints he had filed because they were in collusion with the accused persons.

Issue at hand?

- Whether an unregistered document can be relied on to protect possession under Section 53A of the Transfer of Property Act?

Decision of the Court

- Delhi High Court (**HC**) observed that even though the MoU records that the area which has been handed over to the Petitioner has been described in the schedule, the MoU does not include a schedule. The amount of consideration paid is likewise not recorded in the MoU and is as ambiguous as it gets.
- The HC noted that it is well settled that in order to give benefits of Section 53A of the Transfer of Property Act, the document relied upon must be a registered document. Any unregistered document cannot be looked into by the Court and cannot be relied upon on or taken into evidence in view of Section 17(1A) read with Section 49 of the Registration Act and accordingly referred to in *Arun Kumar Tandon v. Akash Telecom Pvt Ltd & Anr*[10].
- The HC rejected all arguments by placing reliance on the law laid down in *Earthtech Enterprises Ltd v. Kuljit Singh Bautalia*[11] wherein it was held that a person can protect/defend his possession under Section 53 of the Transfer of Property Act only if it can furnish a registered document. He cannot protect his possession merely on the grounds of a written agreement.
- The HC, detecting inconsistencies in the Petitioner's argument as he has neither submitted any document proving possession nor filed an action under Section 6 of the Specific Relief Act within 6 months of being evicted if he had been in legal possession, dismissed the case and observed

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Viewpoint

The High Court's decision that an unregistered document cannot be relied on to protect possession under Section 53A of the Transfer of Property Act is laudatory. The Hon'ble Court while arriving at its decision has eradicated ambiguity in relation to an unregistered document. It has clearly enumerated that the relief of part performance is only applicable under Section 53 of the Transfer of Property Act if the criteria as laid down under Section 17(1)(A) of the Registration Act is fulfilled and substantial evidence is on record to prove the same.

[9] (2019) 20 SCC 1
[10] (1996) 8 SCC 54
[11] 199 (2013) DLT 194

that the Petitioner's objections to the police for conducting the investigation and subsequent Writ Petition were wholly unjustified and completely unfounded.

Jharkhand Urja Vikas Nigam Ltd v. State of Rajasthan & Ors

Civil Appeal No. 2899 of 2021

Background facts

- Jharkhand Urja Vikas Nigam Ltd (**JUVNL**) entered into a contract with M/s Anamika Conductors for supply of ACSR Zebra Conductors. Consequent to the contract, Anamika Conductors claimed an amount of approx. INR 74.74 lakh towards principal amount and INR 91.59 lakh towards interest before the Rajasthan Micro and Small Enterprises Facilitation Council (**MSME Facilitation Council**).
- The MSME Facilitation Council issued summons dated July 18, 2012 to JUVNL for appearance before it on August 06, 2012. However, JUNVL failed to appear before the MSME Facilitation Council on this date, following which the MSME Facilitation Council issued an Order dated August 06, 2012 (**Order**) directing JUVNL to make the payment to Anamika Conductors, as claimed, within in a period of 30 days from the date of the Order. Imperative to note that JUVNL inspected its accounts and paid the due amount of INR 63.43 lakh on January 22, 2013.
- Notwithstanding the due payments made, the said Order was challenged by the JUVNL before the High Court by way of a Writ Petition and the same was dismissed by the Single Judge. Further, an Intra-Court Appeal was also preferred by JUVNL which was also dismissed.
- After a period of 3 years, Anamika Conductors filed an Execution Petition before the Civil Judge, Ranchi, which was dismissed on the grounds of maintainability as it did not have territorial jurisdiction. A subsequent Writ Petition filed, challenging the order of the Civil Judge, Ranchi, was dismissed as withdrawn.
- The present Civil Appeal was preferred by JUVNL against the Order and the orders of the Intra-Court Appeal and the Writ Petition.

Issue at hand?

- Whether the MSME Facilitation Council can pass an award *ex-parte* without referring the dispute to arbitration?

Decision of the Court

- The Supreme Court (**SC**) noted that as per Section 18(3) of the MSMED Act, if conciliation is not successful, the said proceedings stand terminated and thereafter Facilitation Council is empowered to take up the dispute for arbitration on its own or refer to any other institution. The Court further noted that the said Section itself makes it clear that when the arbitration is initiated, all the provisions of the Arbitration and Conciliation Act, 1996 will apply, as if arbitration was in pursuance of an Arbitration Agreement referred under sub-Section (1) of Section 7 of the said Act.
- The SC emphasized that from a bare reading of Section 18(3), when conciliation fails and stands terminated, the dispute between the parties can be resolved by arbitration. It stated that it is open to the Facilitation Council to arbitrate and pass an Award, after following the procedure under the relevant provisions of the Arbitration and Conciliation Act, 1996, particularly Sections 20, 23, 24, 25.
- The Court was of the view that if JUVNL had not submitted its reply at the conciliation stage and had failed to appear, the Facilitation Council could, at best, have recorded the failure of conciliation and proceeded to initiate arbitration proceedings in accordance with the relevant provisions of the Arbitration and Conciliation Act, 1996, to adjudicate the dispute and make an Award. It was also noted that proceedings for conciliation and arbitration cannot be clubbed together.
- SC also held that the Order was patently illegal and a nullity, as it runs contrary not only to the provisions of MSMED Act but contrary to various mandatory provisions of Arbitration and Conciliation Act, 1996.
- In view of the aforesaid findings, the Civil Appeal was allowed, and the Order was set aside while noting that since it has not gone into the merits of the claim made by Anamika Conductors, it is open for the Arbitral Tribunal to decide the matter on merits.

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Viewpoint

With respect to arbitrations under the MSMED Act and the procedures to be followed thereunder, SC has clarified that due process and steps ought to be followed by the parties as well as the MSME Facilitation Councils. The statutory body, such as the MSME Facilitation Council, cannot pass final and binding arbitral awards ex-parte. Similarly, reference of the dispute to arbitration cannot be skipped in case the conciliation fails before the MSME Facilitation Council.

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