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Certificate No. : IN-CH45931151901997V
 Certificate Issued Date : 04-Nov-2023 03:57 PM
 Certificate Issued By : chmiktis
 Account Reference : NEWIMPACC (GV)/ chspicg07/ E-SAMPARK SEC-21/ CH-CH
 Unique Doc. Reference : SUBIN-CHCHSPICG0790103940579225V
 Purchased by : RAVINDER SINGH VIRDI
 Description of Document : Article 12 Award
 Property Description : #1229 PHASE 3 MODEL TOWN BATHINDA
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : KHOSLA BUILDERS
 Second Party : STATE BANK OF INDIA
 Stamp Duty Paid By : KHOSLA BUILDERS
 Stamp Duty Amount(Rs.) : 500
 (Five Hundred only)



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IN-CH45931151901997V

BEFORE SHRI B.S.MEHANDIRATTA, DISTRICT & SESSIONS JUDGE (RETD.), SOLE ARBITRATOR
 Arbitration case No.Pvt.1 of 2023

IN THE MATTER OF

M/s Khosla Builders, through Sh. Jatin Khosla proprietor, 1229, Phase III, Model Town, Bhatinda -157001

..Claimant

Versus

State Bank of India, through Shri Rajesh Kumar, Deputy Manager, o/o Deputy General Manager (B&O), State Bank of India, AO Building, CivilLines, Fountain Chowk, Ludhiana- 141001

..Respondent

TRID 0004461320

Statutory Alert:

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Date of entering into reference: 25.04.2023
Date on which award made: 16.11.2023

Present: Ms Avnidha Gupta, Advocate for the claimant
Ms Madhu Dayal, Advocate for the respondent.

AWARD

I was appointed as the sole Arbitrator in this case by the parties by their mutual consent and the letter of reference bearing No.AO/P&E/RKS/85 dated 20.04.2023 was received by me from the respondent in this regard along with letter of consent of Ms Avnidha Gupta, Advocate dated 13.04.2023 on behalf of the claimant. I entered into reference on 25.04.2023, the date on which the said letter was received by me.

2. CASE OF THE CLAIMANT

2.1 The claimant concern is engaged in the business of construction of building works. The claimant is a class-1 building contractor enlisted with Punjab B&R with a tendering limit of 5 cores. Sh. Jatin Khosla is the proprietor of the claimant.

2.2 Tender **Exhibit C1** was called for by SBI INFRA MANAGEMENT SOLUTIONS (SBIIMS), CIRCLE OFFICE, Ground Floor, State Bank of India, Local Head office, Sector 17-A, Chandigarh - 160017 for State Bank of India vide tender ID No. CHA202002028 on 21.03.2020 for the work "**Composite work of civil, landscaping and Electrical works for the Development at Attari Border.**" The claimant also participated in the tender and became lowest tenderer with tendered amount of **Rs. 96,48,077/-**. The work in question was awarded by the respondent to the claimant vide letter **Exhibit C2** and the Bill of Quantities (BOQ) **Exhibit C3** and conveyed through the Architect appointed by them under the

tender, namely M/s Shelter Architects and Engineers. There were about 128 items to be executed under the tender. Upon acceptance, the tender becomes agreement. The original agreement is in the possession of the respondent. In pursuance to the agreement, the claimant started execution of the work.

2.3 Salient features of the agreement were as under:

Name of work: -	Composite work of civil, landscaping and Electrical works for Development at Attari Border.
Architect of SBI :	M/s Shelter Architects and Engineers 1009-CC. Ghumar Mandi.
Estimated cost:	1.20 crore Plus GST extra
Tendered amount:	Rs. 96,48, 077/- (Plus GST extra)
Time for completion:	75 (Seventy Five) days.
Date of completion:	15.11.2020.

2.4 The claimant successfully completed the items of above work to the satisfaction of the respondent. During the execution of work, respondent's Architect issued certain instructions to execute an extra item vide letter **Exhibit C-4**. The respondent, however, failed to discharge its contractual obligations i.e. making timely payment/s and taking timely decision/s and making payment of extra item/s executed under the agreement. Failure of the respondent to discharge its contractual obligations has resulted in pecuniary loss to the claimant. The claimant from time to time, conveyed defaults/omissions to respondent many times, via telephone and emails, but grievances of the claimant remained unsettled.

2.5 Before seeking arbitration, the claimant sent letter dated 25.05.2022 **Exhibit C5** to the respondent and its architect raising the following four claims:-

- Claim No.1:- Extra item executed by spreading the earth brought to the site evenly in layers of 6" thick, watered and consolidated properly with compactor.
- Claim No.2:- Interest on delayed payments.
- Claim No.3:- Loss of profit due to decreased scope of work
- Claim no 4:- Cost of arbitration.

2.6 The claimant also made a written request to the Deputy General Manager (B&O) for reconciliation vide letter dated 06.07.2022 **Exhibit C6**, but there was no response and then he requested Deputy General Managers (B&O) Bathinda and Ludhiana for arbitration. That is how with mutual consent of the parties, the present arbitration Tribunal has been approached to decide the disputes between the parties.

2.7 Before this Tribunal too, the claimant has raised the aforesaid four claims detailed in para 2.5 (supra).

2.8 (i) **Qua claim No.1** regarding extra work, the claimant has sought an amount of Rs,45,78,643.00 from the respondent along with simple interest @ 10% from the due date. It has stated that as per item No.7 of the agreement, the quantity of earth filling was **4500** cubic meters (cum) @ Rs.400/- per cum, with a lead of 15 kms. As per third running bill of quantities, this quantity was actually **12617.42** cum. As per condition No.18 of the agreement, the respondent could deviate from the quantity of each item by 25%, meaning thereby that the rate of Rs.400/- per cum was valid only upto the quantity of 5625 cum. Therefore, for the extra quantity beyond 5625 cum, the claimant is entitled to extra rate as per clause 21 of the agreement. Architect of the respondent sent letter **Exhibit C4**, dated 08.10.2022 to the claimant with instructions "**In order to process the 2nd RA bill, we require you to spread the good earth brought from outside evenly in layers**"

of 6" thick
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(preferably watered) and consolidated properly with compactor". The claimant executed this extra item of work, i.e. spread the earth evenly in layers of 6" thickness, watered each layer and consolidated each layer properly with compactor. Request for payment of this extra item of work was made by the claimant in the second and third running bills and fourth supplementary bill **Exhibits C8 to C11**. In the third running bill, the claimant raised claim for extra work for a quantity of 16395.72 cum @ Rs.156.75 to the tune of Rs.25,70,029/-. This rate has been claimed as per item No.16.1 of the Delhi Schedule of Rates (DSR), 2018 **Exhibit C14** and Analysis of Rates **Exhibit C15**, as per item detail **Exhibit C13**. However, despite claimant's emails **Exhibits C-12/1 to C-12/9**, the respondent failed to pay anything for this extra work for which the claimant had put in extra labour, machinery, efforts, resources and time.

Refer to page 4

(ii) The claimant has also alleged that as per the practice prevalent in various departments engaged in construction activities, e.g. CPWD/Railways/MES/BSNL and other PSUs, item No.16.1 is not relevant here, as this item involves **execution of sub grade for the road work** and the additional work executed by the claimant is different from that. As per the practice adopted in the aforesaid departments, more relevant and similar is item no. 2.3.1 @ Rs.470.35 per cum, as per page 74 of the DSR 2018 and analysis of rates at page 80 of Analysis of Rates 2018 (DAR 2018), published by CPWD:

(iii) The claimant has further alleged that labour rates mentioned under Item no. 2.3.1 of the Earth Work pertain to city of Delhi and are based on rates **Exhibit C16** issued by the Chief Labour commissioner on 06.05.2020. The rate of wages per day for unskilled man (including beldar and coolie) for Attari Area is Rs 420/-, for semi-skilled it is Rs.492/-, for skilled it is Rs.593/- and for highly skilled it is Rs.695/-. Thus the rate of extra item works out to be Rs.362.88

per cum as per calculation chart **Exhibit C17** including GST and at this rate an amount of Rs,45,78,643.00 for extra work of 12617.42 cum is claimed.

(iv) The claimant has also alleged that the CPWD issued circular **Exhibit C19** dated 28.05.2018 that multiplying factor of 0.2127 is to be considered for reversible calculation of GST so that 18% GST on gross amount, excluding 1% labour cess is worked out. It is alleged that the rate of 12% GST (applicable to Government work contracts) as per CPWD circular dated 08.11.2017 **Exhibit C15/1** is not applicable in the present case. The claimant has relied upon the following **chart of calculation for GST multiplying Factor in the DSR:-**

GST percentage	R	GST 12%	Calculation for 12% GST	GST 18%	Calculation for 18% GST
Total	G	75.49	$G + E/1.01$ $=76.24/1.01$	71.00	$G + E/1.01$ $=71.71/1.01$
Add water charges @ 1%	F	0.75	$F = E - G$ $=76.24 - 75.49$	0.71	$F = E - G$ $=71.71 - 71.00$
Total	E	76.24	$E + C - D$ $=86.96 - 10.71$	71.71	$E + C - D$ $=86.96 - 15.25$
Add GST 12%	D	10.71	$D = \{A/(1+H)\} \times H$ $=\{100/(1+0.12)\} \times 0.12$	15.25	$D = \{A/(1+H)\} \times H$ $=\{100/(1+0.18)\} \times 0.18$
Total	C	86.96	$C = A/1.15$ $=100/1.15$	86.96	$C = A/1.15$ $=100/1.15$
Add @15% CPOH	B	13.04	$B = A - C$ $=100 - 86.96$	13.04	$B = A - C$ $=100 - 86.96$
Total	A	100.00	Consider Total Value as 100 for reference	100	
GST multiplying factor	I	1.1405	$I = C/E$ $=86.96/76.24$	1.2127	$I = C/E$ $=86.96/71.71$
Say	J	0.1405	$J = I - 1$ $=1.1405 - 1$	0.2127	$J = I - 1$ $=1.2127 - 1$
Add GST (multiplying factor 0.1405)	K	0.1405		0.2127	Add GST (multiplying factor 0.2127)

2.9 Qua claim No.2, the claimant has sought interest of Rs.1,74,690/- from the respondents for delayed payments as per the following table:-

Running Bill	Quantum of bill in rupees	Date of passing of bill	Payment date	Interest claimed @9% PA in Rupees
2 nd R/A bill	17,14,000/-	September, 2020	April, 2021	89995 (seven months)
3 rd R/A bill	16,13,247/-	December, 2020	July, 2021	84695 (seven months)
Total				1,74,690/-

2.10 In respect of claim No.3, the claimant has stated that as per the agreement, cost of the awarded work was Rs.96,48,077/-. On the other hand, the respondent got work done only worth Rs. 50,67,000/-. As per clause 18.0(P-28) of the agreement, the respondent could deviate from the tender amount by 25% to the maximum on positive side only but instead they have reduced the work from 96.48 Lacs to 50.67 Lacs. Neither any notice of reduction of work was issued by the respondent, nor was the foreclosure (clause 31) invoked. No termination of the contract under clause 34 of the agreement was done by the respondent. Respondent has got executed only two-three items against 128 items of BOQ. The claimant made investment for the entire work to be executed under the agreement. As per DAR 2018 CPOH is 15%. But due to the arbitrary closure of agreement by the respondent, the claimant was prevented from earning net profit of 7.5% as per CPWD DAR. (7.5 % are overheads for the work). The claimant did not submit further tenders for any other work owing to probable commitment towards this work and hence could not secure other works which would have resulted in earning profit. The claimant had also to incur recurring expenses towards labour and watch and ward and had to suffer for idling of tools and plants etc. Therefore, due to the loss of profit, the claimant has sought from the respondent an amount of Rs.3,43,581/- as per the following table alongwith future interest @ 10% per annum after 90 days from the date of award of this Tribunal:-

Total contract value	Final bill amount	Reduction in the scope of work	Amount of profit @7.5%	Remarks
96,48,077/-	50,67,000/-	45,81,077	3,43,581/-	CPWD OH+CP = 7.5% + 7.5% = 15%

2.11 As regards **claim No.4**, the claimant has sought costs of Rs.1,90,000/- from the respondent as per the following details:-

Arbitration fees	:	Rs 95,000.00
Arbitration centre charges	:	Rs 20,000.00
Fees of Lawyer and misc expenses	:	<u>Rs 75,000.00</u>
Total	:	<u>Rs 1,90,000.00</u>

3. DEFENCE OF THE RESPONDENT

3.1 The respondent has filed written statement and besides contesting the claims on merits, it has taken certain preliminary objections too. The first preliminary objection is that the claim petition is bad for non-joinder of the Architect M/s Shelter Architects and Engineers, which is stated to be in possession of some relevant record about the dispute. Due to which, the written statement has been filed on the basis of the record available with the respondent only. Claims are also alleged to be barred by the law of limitation.

3.2 The respondent has refuted claim No.1 alleging that the claimant was allotted the composite work of civil works, landscape works and electrical works at Attari border pursuant to the E-tender dated 21/03/2020 (**Exhibit C-1**). In addition to the terms and conditions contained in the E-tender dated 21/03/2020, the terms and conditions were also mentioned in the allotment letter dated 21/07/2020 (**Exhibit C-2**). The following relevant clauses of the E tender dated 21/03/2020 have been referred to by the respondent:-

“4.0 Scope of Work

The contractor shall carry out, complete and maintain the said work in every respect strictly in accordance with this contract and with the directions of and to the satisfaction of the Bank to be communicated through the architectconsultant. The architects/consultant at the directions of the Bank from time to time issue

further drawings and/or written instructions, detailed directions and explanations which are hereafter collectively referred to as Architect's/Consultant's instructions in regard to the variation or modification of the design, quality or quantity of work or the addition or omission or substitution of any work, any discrepancy in the drawings or between the BOQ and/or drawings and/or specifications, the removal from the site of any material brought thereon by the contractor and the substitution of any other materials thereof, the demolition, removal and/or re-execution of any work executed by him, the dismissal from the work of any person employed/engaged thereupon.

XXXXXXXXXX

18.0 Quantities

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i) The BOQ unless otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard Method of Measurements. The rate quoted shall remain valid for variation of quantity against individual item to any extent subject to maximum variation of the contract value by 25%. The entire amount paid under Clause 20 here of as well as amounts of prime cost and provisional sums, if any, shall be excluded.

ii) Variation exceeding 25%: The items of work executed in relation to variation exceeding 25% shall be paid on the basis of provisions of clause 21 (e) hereof.

20.0 Variations

No alteration, omission or variation ordered in writing by the Architect/Consultant shall vitiate the contract.

In case the SBI/Architect/Consultant thinks proper at any time during the progress of works to make any alteration in, or additions to or omission from the works or any alteration in the kind or quality of materials to be used therein, the Architect/Consultant shall give notice thereof in writing to the contractor or shall

confirm in writing within seven days of such oral instructions. The contractor shall alter to, add to, or omit from as the case may be in accordance with such notice but the contractor shall not do any work extra to or make any alteration or additions to or omissions from the works or any deviation from any of the provisions of the contract, stipulations, specifications or contract drawings without previous consent in writing of the Architect/Consultant and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Architect/Consultant and the same shall be added to or deducted from the contract value, as the case may be.

21.0 Valuation Of Variations

2-11-17 No claim for an extra shall be allowed unless it shall have been executed under the authority of the Architect/Consultant with the concurrence of the SBI as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions:

a) i) The net rates or prices in the contract shall determine the valuation of the extra work where the extra work is of similar character and executed under similar conditions as the work priced herein.

ii) Rates for all items, wherever possible should be derived out of the rates given in the priced BOQ.

b) The net prices of the original tender shall determine the value of the items omitted, provided if omissions do not vary the conditions under which any remaining items of works are carried out, otherwise the prices for the same shall be valued under sub-clause (c) hereunder.

c) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which

any remaining items or works are carried out, then the contractor shall within 7 days of receipt of the letter of acceptance inform the Architect/Consultant of the rate which he intends to charge for such items of work, duly supported by the analysis of the rate or rates claimed and the Architect/Consultant shall fix such rates or prices as in the circumstances in his opinion are reasonable and proper, based on the market rate.

d) Where extra work cannot be properly measured or valued, the contractor shall be allowed day work prices at the net rates stated in the tender of the BOQ **or, if not, so stated then in accordance with the local day work rates and wages for the district; provided that in either case, vouchers specifying the daily time (and if required by the Architect/Consultant) the workman's name and materials employed be delivered for verifications to the Architect/Consultant at or before the end of the week following that in which the work has been executed.**

e) It is further clarified that for all such authorized extra items where rates cannot be derived from the tender, the contractor shall submit rates duly supported by rate analysis worked on the "market rate basis" for material, labour, hire/running charges of equipment and wastages etc. plus 15% towards establishment charges, contractor's overheads and profit. Such items shall not be eligible for escalation.

22.0 Final Measurement

The measurement and valuation in respect of the contract shall be completed within 15 days of the virtual completion of the work.

31.0 No compensation for restrictions of work

If at any time after acceptance of the tender, SBI shall decide to abandon or reduce the scope of work for any reason whatsoever and hence not require the whole or any part of the work to be carried out, *the Architect/Consultant shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter.* The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work fully but which he did not derive in consequence of the foreclosure of the whole or part of the work. Provided that the contractor shall be paid the charges on the cartage only of materials actually and bona fide brought to the site of the work by the contractor and rendered surplus as a result of the abandonment, curtailment of work or any portion thereof and then taken back by the contractor, provided however that the Architect/Consultant shall have in such cases the option of taking over all or any such materials at their purchase price or a local current rate whichever is less.

In case of such stores having been issued from SBI stores and returned by the contractor to stores, credit shall be given to him at the rates not exceeding those at which were originally issued to the contractor after taking into consideration and deduction for claims on account of any deterioration or damage while in the custody of the contractor and in this respect the decision of Architect/Consultant shall be final.

35.0 Certificate of Payment

The contractor shall be entitled under the certificates to be issued by the SBIIMS/Architect/Consultant to the contractor within 7 working days from the date of certificate to the payment from SBI from time to time. The payments will be released based on the work done and the first running payment will be released only after more than 50% of the works is complete as per the certificate issued by

the SBIIMS/Architect/Consultant. 2nd running payment will be released only after 75% work is complete. 3rd running payment will be released in exceptional circumstances only after the works are virtually complete. In any case, no more than 3 running payments will be made.

The SBI shall recover the statutory recoveries and other dues including the retention amount from the final certificate of payment.

Provided always that the issue of any certificate by the SBIIMS/Architect/Consultant during the progress of works or completion shall not have effect as certificate of satisfaction or relieve the contractor from his liability under clause.

The SBIIMS/Architect/Consultant shall have power to withhold the certificate if work or any part thereof is not carried out to their satisfaction.

The SBIIMS/Architect/Consultant may by any certificate make any corrections required in previous certificate.

The SBI can modify the certificate of payment as issued by the SBIIMS/Architect/Consultant from time to time while making the payment. The contractor shall submit bills only after taking actual measurements and properly recorded in the Measurement book/sheets. The contractor shall not submit interim bills when the approximate value of work done by him is less than **50% of contract value** and the minimum interval between two such bills shall be seven days.

The final bill may be submitted by contractor within a period of 30 days from date of virtual completion and SBIIMS/Architect/Consultant shall issue the certificate of payment within a period of one month. The SBI shall pay the amount within a period of 7 days from the date of issue of final certificate.

3.3 The respondent has also referred to Clauses 6 and 9 of the allotment letter dated 21/07/2020 which are as under-

“6, The quantities in the tender are only approximate and can vary per site conditions/requirements and you will have to carry out such variations within the agreed rates. Bank reserves the rights to increase/decrease any quantity/quantities.

9. The entire work shall be carried out as per nomenclature of Tender items in particular and as per CPWD specifications in general.

However, decision of Bank's Engineer/Architect will be final in this regard.”

3.4 The respondent has alleged that, therefore, as per terms and conditions of the contract, the quantities of work in the tender were only approximate and could vary as per the requirement and the claimant was required to carry out such variations within the agreed rates. The bank reserved its right to increase/decrease any quantity/quantities. Further the extra work as per clause 20 of the agreement means any altered/additional or committed work regarding which the architect/consultant was to give notice in writing to the contractor to confirm in writing within 7 days of giving such oral instructions to the contractor but the contractor shall not do any work extra to or make any alterations/additions to or omissions from the works or any deviation from any of the provisions of the contract etc. **without previous consent in writing of the architect/consultant.** Further the value of such authorized extra in all cases was to be determined by the architect/consultant. The value of the authorized extra was to be calculated in terms of clause 21 of the agreement reproduced above.

3.5 The respondent has further pleaded that it had called for tender for composite work of civil, landscaping and electric works It was categorically mentioned in the letter dated 21.07.2020 that in no case the amount of work done

shall exceed the tendered amount. Thereafter, the claimant was also sent email dated 07/10/2020, **Exhibit R-1**, vide which the claimant was specifically informed that the claimant has to adhere to the tendered quantities of various items of work. In case of anticipated variations/increase in quantities of work, the claimant was advised to get prior approval from the bank. Thereafter the scope of work was reduced as admitted by the claimant, vide reduced works order for 3 acre **Exhibit R-3**. As per clause 6 of the letter dated 21/07/2020, the bank reserved the right to increase/decrease any quantity/quantities. Further, as per clause 31, the petitioner having accepted the same cannot claim any loss of profit (claim No. 3) due to decreased scope of work.

2-11-2020
3.6 The respondent has further averred that as per clauses 18, 20 and 21 of the contract, the extra work, if any, has to be determined by the Architect/Consultant in writing. The Bank did not authorize any extra work to be included in the tender. In fact, the scope of the tender was reduced as admitted by the claimant. A perusal of **Exhibit C-3**, Part-1- Civil Work Sr. No. 7 will show that the Earth Filling Lead 15Km was part of the work allotted to the claimant. Further, a perusal of the email dated 08/10/2020 (**Exhibit C-4**) shows that the claimant had been pointed out deficiency in work done by him and informed that in order to process his 2nd RA Bill, he was required to spread the good earth brought from outside evenly in the layers of 6" thick (preferably watered) and consolidated properly with the compacter as the thickness/height of Earth work provided could be calculated only after the dumped earth was spread evenly. This email communication points out only to the deficiency in work performed and does not amount to any authorized extra work as claimed by the claimant. Therefore, the claimant cannot claim any 'Extra item executed' by spreading the Earth brought to

the site evenly in layers of 6" thick. watered and consolidated properly with compactor'.

3.7 Qua claim No.2, the respondent has responded by averring that as per clause 35, the 1st running bill was to be paid after more than 50% of the works was complete and the 2nd running bill was to be released after 75% of work was complete. Further according to this clause, SBIIMS/Architect/Consultant had the power to withhold the certificate if work or part thereof was not carried out to the satisfaction of the respondent. Since as per email dated 08/10/2020, the claimant had not performed the work as per satisfaction of the respondent, and since there was no extra work done from the claimant, he is not entitled to any interest.

3.8 The respondent has further alleged that the claimant vide his email dated 12.07.2021, **Exhibit R-2** expressly admitted that it was eligible for pending payment under approved amount of Rs 50,67,000/- of total work and pending bill amounting to Rs 16,53,300/-. The payment of the said amount constitutes valid discharge of the agreement. Having accepted the final payment without any protest, the claimant is not liable to be paid any claim(s) or interest as claimed. The agreement provides for procedure related to extra work to be done and submission of rate supported by rate analysis. The claimant has not maintained any uniformity in claiming the alleged bills throughout. No prior permission of calculation of claimed amount supported by rate analysis has been put forth by the claimant. The claimant has not supported his claim on the basis of any bills, drawings, maps etc. As per Bill of Quantities, **Exhibit C-3**, the work had been reduced and the reduction was duly accepted by the claimant as per its own admission. It is denied that the work was completed to the satisfaction of the bank. In order to process the bills raised, the claimant was advised to complete the work as per the tender terms.

The respondent made full and final payment to the claimant under the reduced work order which was accepted by the claimant without protest. There was no instruction to the claimant to execute any extra item vide **Exhibit C-4**. The allegation of any failure on the part of respondent to discharge its contractual obligations is denied. It is alleged that a meeting was conducted with the claimant on 16.01.2023 to resolve the issue which did not yield any result.

3.9 The respondent has denied that the claimant is entitled to any loss of profit due to decreased scope of work or to any costs of arbitration. It is asserted that the scope was reduced as per the terms of the contract and the same was duly accepted by the claimant. No claim of the claimant is due and all payments due under the contract already stand made to the claimant. This position was duly conveyed to the claimant vide emails dated 24.02.2022 and 01.10.2021 (**Exhibit C-12** collectively). The respondent has reiterated that no extra item of work was got done from the claimant.

4. The claimant filed replication reiterating his stand. Parties have led evidence. Oral evidence of the claimant consists of affidavit of Sh. Jatin Khosla, proprietor of the claimant Ex.CW1/1 who was not cross examined and of CW2 Sh. Raj Karan Gupta, Senior SDE (Civil, Retd. who tendered his affidavit Exhibit CW2/1 and was cross examined. The oral evidence of the respondent consists of the affidavit of Ms Neha Sharma, Chief Manager (H.R.), at its Administrative Office, Civil Lines, Ludhiana, Ex. RW1/1. She too was not cross-examined.

4.1 The following documents have been proved by the claimant:-

Sr. No.	Document	Exhibit
1.	Notice inviting tenders (NIT) dated 21.03.2020	C1

2.	Alotment letter dated 21.07.2020	C2
3.	Bill of Quantities (BOQ)	C3
4.	Imputed letter of the Architect of the respondent dated 08.10.2020 asking spread of good earth by watering and compaction for the purpose of measurement.	C4
5.	Letter of Ms Avnidha Gupta, Advocate for the claimant dated 25.05.2022 to the respondent seeking certain claims with option to go for arbitration if claims not paid	C5
6.	Letter of Ms Avnidha Gupta, Advocate for the claimant dated 06.07.2022 to the respondent seeking certain claims with option to go for arbitration if claims not paid	C6
7.	Letter of Ms Avnidha Gupta, Advocate for the claimant dated 16.08.2022 to the respondent seeking appointment of arbitrator to settle the disputes	C7
8.	1st RA Bill	C8
9.	2nd RA Bill	C9
10.	3rd RA Bill	C10
11.	Supplementary Bill	C11
12.	Emails of the claimant and a few of the respondent for the period from 09.10.2020 to 21.04.2022	C12 to C12/9
13.	Extracts of Delhi Schedule of Rates (DSR) 2018 Part I – items, 2.3.1, 2.36, 2.38	C13-C13/1
14.	Extracts of Delhi Schedule of Rates (DSR) 2018 Part II – item 16.1	C14-C14/1,2
15.	Extract of CPWD Analysis of rates for Delhi	C15-C/15/1
16.	Letter dated 06.05.2020 of the Chief Labour Commissioner prescribing daily wages for different types of labour	C16
17.	Calculations per cum Rs.362.88 based on the Chief Labour Commissioner rates	C17
18.	Analysis of rates for GST @ 18% with MF (multiplying factor) of 0.2127	C18-C19
19.	Letter of the architect of the respondent to CM of the respondent, dated 07.07.2021 mentioning that the claimant had done work upto 17.11.2020 and asking if further work was to be got done from the claimant	C20
20.	SBI letter dated 25.03.2021 from AGM to DGM regarding calling of fresh bids for additional work	C21
21.	Calculations as per DAR 2018	C22-C23
22.	Bank statement of payment of 2 nd RA Bill of Rs.16,12,560/- on 05.04.2021	C24
23.	Bank statement of payment of 3 rd RA Bill of Rs.17,55,097-26 on 14.07.2021	C25
24.	CPWD specifications proved by CW2	C26
25.	Extract if contract agreement proved by CW2	C27
26.	Corrected analysis of rates proved by CW2	C28

4.2

The following documents have been proved by the respondent:-

Sr. No.	Document	Exhibit
1.	Email of the architect of the respondent to the claimant dated 07.10.2020 sending alongwith letter Exhibit C4.	R1
2.	Email of the claimant to the respondent dated 12.07.2021	R2
3.	Affidavit of Sh. Raminder Pal Singh, partner of the Architect of the respondent about clarification of his letter Ex.C4 to the claimant, which is the basis of Claim No.1 of the claimant.	R3
4-5	Documents of payments made to the claimant	R4-R5

5. I have heard the learned counsel for the parties and gone through the matter and case law with their assistance carefully. Parties have also sent through email written arguments which have been gone through carefully and the print outs whereof have been appended with the file of this reference. My decision on the legal issues raised and the claims is as under:-

OBJECTION OF LIMITATION

6. Limitation for an application under the Act is governed by Article 137 of the Limitation Act, which is three years from the date of arising of the cause of action. In the present case the main claim No.1 was raised by the claimant through third RA Bill on 01.12.2020. The work done by the claimant was completed on 15.11.2020. This Tribunal entered upon the reference on 25.04.2023 on receipt of respondent's letter dated 20.04.2023 accompanied by the consent of Ms Avnidha Gupta, Advocate for the claimant for appointment of the undersigned as Sole Arbitrator. Therefore, without doubt, the reference is within limitation and the objection of the respondent in this regard is rejected.

OBJECTION REGARDING NON-JOINDER OF THE ARCHITECT OF THE RESPONDENT AS A PARTY

7. The work in question was allotted to the claimant by the respondent, namely State Bank of India. Though it was done through the Architect namely Shelter Architects & Engineers. Clause 1.0 (definitions) of General Conditions of

Contract at page 22 of the NIT **Exhibit C1** contains definitions of different terms used in the contract. Clause 1.1.1 says that Bank or "SBI" or SBIIMS or Architect or consultant shall mean Sate Bank of India (client) through SBIIMS having its Local Head Office at Chandigarh and includes the client's representatives, successors and assigns. Therefore, when Architect is included in the definition of the respondent Bank and when the Architect worked on behalf of and as a delegate of the respondent, the question of the reference being bad for non joinder of its Architect as a necessary party does not arise. This objection of the respondent is also rejected.

8. CLAIM NO. I

8.1 Under this claim the claimant has sought costs of the alleged extra work done as per letter **Exhibit C4**. Instructions given by the Architect of the respondent in this letter cannot be read in isolation from the main object of the contract, which was landscaping. Now landscaping does not involve as a whole watering and consolidation of the earth or soil with compaction. The project was essentially of landscaping in three acres of land and it is common knowledge that in landscaping earth is not compacted and consolidated in the same manner in which it is done rigorously in road work. The criteria for assessment of value of the work as cited by the claimant namely DSR and CPWD specifications apply only to the road work and not to the landscaping work. In landscaping work, consolidation and compaction of earth can at the most be done equal to works of road construction in those stretches or parts of the land where pavements, small roads or pathways are required and not on the whole of it, where gardens, flower beds and decorative plants are to be planted. Therefore, the rates as claimed by the claimant or as opined by its expert CW2 Sh. Raj Karan Gupta cannot be allowed.

Called for
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8.2 Nevertheless, the question still remains whether the instructions in letter of the Architect of the respondent in **Exhibit C4** amount to demand of extra work. Relevant portion of **Exhibit C4** is as under:-

"2. In order to process your 2nd RA Bill, we require you to spread the Good Earth brought from outside evenly in layers of 6" thick (preferably watered) and consolidated properly with compactor, the thickness/height of earthwork provided can be calculated accurately only after the dumped earth is spread evenly"

8.3 It is an undisputed fact that the original contract was for execution of 128 items of work. However, only the following two items of the original work were got executed from the claimant:-

Reduced Work

REDUCED WORK ORDER (3.0 ACRE) AT ATTARI BORDER					
	PART-I CIVIL WORKS			M/s Khosla Builders	
Sr. No.	Description of item	Reduced quantity	UNIT	Rate	Amount in Rs.
7	Earth filling lead 15 KM	4500	Cum	400.00	18,00,000.00
10	Laser Levelling of land upto 300 mm with tractor	3.00	ACRE	5000	15,000.00

8.4 It would thus be clear that as demanded vide **Exhibit C4**, "spreading the Good Earth brought from outside evenly in layers of 6" thick (preferably watered) and consolidated properly with compactor" was not part of the original contract. As per the original contract, the brought good earth was to be subjected to "Laser levelling upto 300 mm with tractor". There was no condition of consolidation of the earth with compactor in layers of 6" thickness. As per third

running bill **Exhibit C10**, the claimant claimed that he had compacted earth up to a height of 0.768 meter or 30", meaning thereby that five layers of 6" were consolidated with compaction. Now for simple measurement of the supplied earth, this extensive and costly process of consolidation with compactor, preferably with watering and in 6" layers, was not required.

8.5 Procedure for measurement of earth is given in CPWD specifications Vol-II Page 771 (Extract **Exhibit C26**) which is to the following effect:-

"16.4.3

Good Earth 16.4.3.0 The item of work shall specify moorum/stone chippings/Good Earth as the case may be.

16.4.3.1 Stacking: Ground where stacks are proposed to be made, shall be dressed to a uniform slope and all lumps, depressions etc. shall be removed. Sample of moorum shall be got approved from the Engineer-in-Charge, before the material in bulk is brought to site.

Moorum/Good Earth shall be stacked in convenient units of one cubic metre in between aggregate stacks in each length of 100 m as per requirement. The stacks shall be made with wooden boxes open at both ends and of 2 x 2 x 0.25 m dimensions. These shall always be kept at site for stacking and check measurement. The stacks shall be uniformly distributed along the road. The supply of moorum shall be completed for the entire work or for a complete length of one km or as directed by the Engineer-in-Charge in writing.

16.4.3.2 Measurements: Length and breadth of boxes shall be measured correct to a cm. Volume shall be calculated in cubic metres, correct to two places of decimal."

8.6 It is worthwhile to mention here that Ist RA Bill had been cleared by the respondent without raising any objection of the type raised in **Exhibit C4**. Then what was the need for issuing instructions vide **Exhibit C4**? For measurement of the earth at the stage of second RA bill also the same method that

2nd RA Bill

was adopted earlier while clearing Ist RA bill, could have been adopted. I will, therefore, hold that the instructions given vide **Exhibit C4** involved extra work for which the respondent must pay the claimant.

8.7 It is contended on behalf of the respondent that in response to **Exhibit C4**, the claimant sent email dated 09.10.2020 **Exhibit C12/8**, in which he mentioned "*Further the good earth is dumped at site and will be evenly spread, levelled, watered as per tender terms and conditions.*" It is contended that thus the claimant spread the earth only as per item No.10 of the BOQ **Exhibit C3** and did not do the consolidation and compaction as required vide **Exhibit C4**. This argument does not appeal as the clearance of second RA Bill was subject to the compliance of directions issued vide **Exhibit C4**. That means that the process of work as required vide **Exhibit C4** was duly completed by the claimant before his 2nd RA bill was cleared by the respondent. It is noteworthy that cost of this extra work was claimed by the claimant in the third RA bill **Exhibit C10** to the tune of Rs.25,75,235/- @ Rs.156.75 per cubic meter. This amount was disallowed by the respondent. Thereafter, the issue was raised by the claimant with the respondent vide his emails dated 02.07.2021 and 25.07.2021 **Exhibit C12/8**, dated 31.07.2021, 05.08.2021 and 13.08.2021 **Exhibit C12/7**, dated 01.09.2021, 09.09.2021 and 17.09.2021 **Exhibit C12/6**, dated 28.09.2021 **Exhibit C12/5**. The respondent responded to the last email only and not to the earlier ones by email dated 01.10.2021 **Exhibit C12/5** to the effect that "with reference to trail mail we advise that there is no pending payment at our end". The claimant thereafter persisted with emails dated 03.10.2021, 10.10.2021, 18.10.2021, 27.10.2021 **Exhibit C12/4**, dated 09.11.2021, 24.10.2021 **Exhibit C12/3**, dated 10.12.2021, 22.12.2021 and 02.01.2022 **Exhibit C12/2** and dated 21.02.2022 **Exhibit C12/1**. The respondent then sent email dated 24.02.2022 denying that any payment was

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due to the claimant. Claimant again sent emails dated 24.02.2022 **Exhibit C12/1** and emails dated 20.04.2022 and 21.04.2022 **Exhibit C12** reiterating his claim. In its aforesaid two response emails the respondent did not specifically say that no work as required by **Exhibit C4** had been done by the claimant but it was simply said that no payment was due to the claimant. The inference and conclusion is that the claimant did comply with the directions given vide **Exhibit C4**, did the extra work and incurred expenses on the same.

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8.8 The next question for consideration is as to what should be the criteria for determination of the cost of extra work done by the claimant. The claimant has sought cost of the extra work @ Rs.379.22 per cubic meter as per the opinion of CW2 and calculations of CW2 **Exhibit C28**. The total earth supplied was 12617.42 cum. Thus a cost of **Rs.47,84,788.00 (12617.42x379.22)** has been claimed. The basis for the calculations adopted by the claimant is item No.2.3.1 of DSR 2018 Ex.C15 @ 470.55 cum modified by Attari rates as per calculations **Exhibit C28** and Chief Labour Commissioner letter dated 06.06.2020 **Exhibit C16**.

8.9 Here again the question would be whether the cost of consolidation with compaction of the earth, which was meant for the project of landscaping and not road building, can equal almost the cost of supplied earth itself. The claimant received a sum of Rs.50,67,000/- for the earth supplied and now he claims cost of the extra work to the tune of Rs.47,84,788.00. The claim appears to be quite excessive and illogical. In the presence of learned counsel for the parties, during oral arguments on 04.11.2023, the undersigned had asked learned counsel for the claimant about the machinery and labour employed for the extra work. Work after the second RA Bill was executed in 40 days including the remaining earth work and the extra work. It was assumed that the remaining earth work took 15 days and

extra work 25 days to complete. After consulting the staff of the claimant who had come to assist the learned counsel for the claimant, learned counsel for the claimant represented that the extra work could be executed by employing following machinery and labour per day:-

Sr No	MACHINERY/ LABOUR EMPLOYED	COST OF 25 DAYS (As calculated at the rates given in last column)
1	2 Road rollers @ Rs.8000/- per day	2x8000x25= Rs,4,00,000.00
2	3 labourers @ Rs,420/-, one supervisor @ Rs.492/- per road roller Per day $2 \times (420 \times 3 + 492) = 3504$	3,504x25=Rs.87,600.00
3	Water tankers three in number @ Rs.500/- per tanker per day $3 \times 500 = 1500$	1500x25= 37,500.00
TOTAL 1+2+3		Rs.5,25,100.00
4	GST on 5,25,100 with the multiplying factor(MF) of 0.2127 (@18%)	Rs.1,11,689.00
5	Contractor's profit 15%	Rs. 95,518.00
6.	Labour cess 1% on 7,32,307.00 (Total of Sr.No.1 to 5)	Rs.7,324.00
GRAND TOTAL		Rs,7,39,631.00

8.10 In my considered view, the rate given in item No.2.3.1 DSR 2018 Ex.C15 @ 470.55 cum modified by Attari rates as per calculations Exhibit C28 cannot be applied to the present case. That rate applies to rigorous consolidation and compaction of earth in road projects. Here the main object of the project was landscaping where earth has to be kept soft and porous for plants and flowers to grow. The quantity of labour and machinery given in the table above in my considered view was sufficient to execute the extra work in 25 days and the

amount of the extra work calculated in the table is reasonable, sufficient and judicious to compensate the claimant.

8.11 It was contended on behalf of the respondent that no vouchers of payment to the labour, road roller etc. have been proved by the claimant and that the claim is, therefore, based on no evidence. It may be stated that even for the work of earth filling, the respondent made payments to the claimant without vouchers. Even otherwise once it is found that the extra work in question was done by the claimant in pursuance of respondent's directions contained in **Exhibit C4**, and the work could not be gratuitous, the respondent is bound to pay the claimant for the work got executed. The guess work of this Tribunal is based on the touchstone of reasonableness and on due consideration of all the relevant facts and circumstances. The quantity of labour and machinery on the basis of which calculations of the extra work have been made have too been assumed on the basis of need of the work, logic and reasonableness.

8.12 Another important factor for not following the rates given in the DSR is condition in sub clause (d) of Clause 21.0 of the General Conditions of Contract in the NIT **Exhibit C1** which is to the following effect:-

“d) Where extra work cannot be properly measured or valued, the contractor shall be allowed day work prices at the net rates stated in the tender of the BOQ or, if not, so stated then in accordance with the local day work rates and wages for the district; provided that in either case, vouchers specifying the daily time (and if required by the Architect/Consultant) the workman's name and materials employed be delivered for verifications to the Architect/Consultant at or before the end of the week following that in which the work has been executed.”

8.13 In the present case no net rates for the extra work are mentioned in the tender or the BOQ. Therefore, daily labour rates as mentioned in Chief Labour Commissioner's letter dated 06.05.2020 **Exhibit C16** for category 'C' area have been adopted.

8.14 The original quantity of the earth to be supplied was 5000 Cum, whereas the actual quantity supplied was 12617.42 Cum. The respondent was allowed 25% increase over the original quantity at the contracted rates. The claimant has taken a faint and meek plea for compensation at increased rates for the excess quantity. However, in the absence of a specific claim in the claim petition for compensation in this regard, no compensation on this account can be allowed.

8.15 Therefore, viewing the matter as a whole, I allow the claimant a sum of Rs.7,39,631.00 (Rupees seven lacs thirty nine thousand six hundred thirty one only). Claim No.1 is allowed accordingly to the aforesaid extent.

9. CLAIM NO.2

9.1 Claim No.2 is for interest for delayed payments as per the following details given by the claimant:-

Running Bill	Quantum of bill in rupees	Date of passing of bill	Payment date	Interest claimed @9% PA in Rupees
2 nd R/A bill	17,14,000/-	September,2020	April, 2021	89995 (seven months)
3 rd R/A bill	16,13,247/-	December, 2020	July, 2021	84695 (seven months)
Total				1,74,690/-

9.2 In the written statement, the respondent has denied delay in making payments of the bills and has averred that payment of the bills was made in due course. Letter of the Architect of the respondent **Exhibit C4** dated 08.10.2020 shows that payment of the 2nd RA bill was withheld till the consolidation and

compaction of the earth was done in the manner directed therein. From that letter, we can say that the claimant complied with these directions within a reasonable period or say within one month. Therefore, withholding of the payment of the 2nd RA bill beyond 08.11.2020 cannot at all be justified. This payment was ultimately made on 05.04.2021 as shown in **Exhibit R4** to the tune of Rs.16,12,560/-. On this amount the respondent is liable to pay interest @ 9% PA, which comes to **Rs.60,471/-**. The work was completed on 15.11.2020 and third RA bill was duly submitted by the claimant to the respondent in December, 2020. The amount of this bill should have been paid by the respondent within a reasonable period of one month. The respondent was expected to process and pay the amount of the bill to the claimant by the end of January, 2021. However, as per document **Exhibit R5**, an amount of Rs.18,63,416/- was released to the claimant on 16.07.2021 with a delay of 5.5 months. For delayed payment of the amount of the 3rd RA bill, the respondent must pay interest to the claimant @9% PA which comes to **Rs.76,866/-**. The total amount of interest on two counts as aforesaid comes to Rs.1,37,337/-. Claim No.2 is allowed accordingly to the tune of Rs.1,37,337/- (Rupees One lac thirty seven thousand three hundred thirty seven only).

10. CLAIM NO.3

10.1 This claim has been made for loss of profit due to decreased scope of work. The cost of the awarded work was Rs.96,48,077/-. The claimant was allowed to execute work only worth Rs.50,67,000/-. The claimant avers that as per clause 18.0 of the NIT, the respondent could deviate from the work to a maximum extent of 25% on the positive side only and could not reduce the work. Claimant also avers that no notice of reduction of work was issued by the respondent. No foreclosure of the work as per clause 31 was done. The contract was also not determined or terminated by the respondent under clause 34. Only two items of

work were got executed against 128 contracted items. The claimant had invested for the work allotted. He has demanded loss of profit on the unexecuted part of the work @ 7.5% to the tune of Rs.3,43,581/- on account of overhead charges, pleading that due to commitment towards this work, he did not submit further tenders for any other work/s. Due to reduction of work under this contract, he suffered loss because he had to incur expenses on labour, watch and ward and idling of tools and plants etc.

10.2 To evade this claim, the respondent has taken shelter behind clause 31.0 of the NIT which is as follows:-

31.0 No compensation for restrictions of work

If at any time after acceptance of the tender, SBI shall decide to abandon or reduce the scope of work for any reason whatsoever and hence not require the whole or any part of the work to be carried out, the Architect/Consultant shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work fully but which he did not derive in consequence of the foreclosure of the whole or part of the work. Provided that the contractor shall be paid the charges on the cartage only of materials actually and bona fide brought to the site of the work by the contractor and rendered surplus as a result of the abandonment, curtailment of work or any portion thereof and then taken back by the contractor, provided however that the Architect/Consultant shall have in such cases the option of taking over all or any such materials at their purchase price or a local current rate whichever is less.

In case of such stores having been issued from SBI stores and returned by the contractor to stores, credit shall be given to him at the rates not exceeding those at which were originally issued to the contractor after taking into consideration and deduction for claims on account of any deterioration or damage while in the custody of the contractor and in this respect the decision of Architect/Consultant shall be final.

10.3 The respondent has also referred to para 6 of the allotment letter **Exhibit C2**, according to which quantities in the tender are only approximate and

can vary as per conditions/requirements and the claimant will have to carry out any such variations within the agreed rates and also that the Bank reserved the right to increase/decrease any quantity/quantities. It is argued on behalf of the respondent that as per this paragraph the respondent could reduce the scope of work. The contention is fallacious. Paragraph 6 aforesaid talks about variation in quantities of the different items of work. It does not pertain to the curtailment or reduction of work or deletion of entire items of work.

10.4 The allotted work involved multifarious work of different nature, i.e. preparation of flower beds; provision and fixing of dust bins; excavation in trenches for pipelines; providing and laying PVC pipelines; providing rainwater harvesting pit; cement concrete with stone blast; first class burnt brick work laid in cement sand; reinforced cement concrete M-20 mechanically batch mixed using batch type concrete; 12.5 mm cement plaster; providing and installation of sprinkler system; providing and installation of hydrant points; supplying/planting of trees, plants, shrubs; providing and installation of submersible tube well and many more. For such vast work, it can be safely imagined, that the claimant had created infrastructure and made investment and also forewent other works in the hope that this work will continue and he will earn profit.

10.5 Clause 31.00 of the contract provides that for reduction or restriction of work Architect/Consultant of the respondent shall give prior notice in writing to the contractor. No such notice has been proved by the respondent. Therefore, on the amount of the unexecuted work, the claimant is entitled to compensation. He has demanded compensation at the rate of 7.5% on this amount (Rs.45,81,077/-) to the tune of Rs.3,43,581.00, which is quite reasonable and calculated accurately. As such claim No.3 is allowed for a sum of Rs. 3,43,581.00 (Rupees three lacs forty three thousand five hundred eighty one only).

11. CLAIM NO.4

11.1 Under this claim the claimant has sought costs of Rs.1,90,000/- (Rs.95000/- arbitration fee plus Rs.20,000/- arbitration center charges plus Rs.75,000/- on account of counsel fee and misc. charges.)

11.2 The claimant had sought award for a total sum of Rs.52,86,914/- on which arbitrator's fee to the tune of Rs.2,45,134/- was assessed. Each party has paid Rs.1,22,567/- as fee to the Arbitrator, i.e. 50% each. The gross allowed value of the claims comes to Rs.12,20,599/- (Rs.7,39,631 + 1,37,387/- + 3,43,581/-). On this amount the arbitration fee comes to Rs.70,221/-. The respondent has already paid Rs.1,22,567/-, 52,346/- more than the aforesaid total fees now assessed on the awarded amounts. The claim of remaining costs of Rs.95,000/- i.e. Rs.20,000/- towards arbitration center charges plus Rs.75,000/- on account of counsel fee and misc. charges. is quite reasonable and is allowed. However, the respondent is entitled to adjust the extra amount of Rs.52,346/- out of the amount payable by it.

12. CONCLUSION/RELIEF

12.1 The respondent should pay to the claimant the following amounts:-

- (a) An amount of Rs.7,39,631 (Rupees seven lacs thirty nine thousand six hundred thirty one only) as determined under Claim No.1 with interest thereon @ 9% per annum from 01.02.2021 till the date of this award;
- (b) An amount of Rs.1,37,387/-(Rupees One lac thirty seven thousand three hundred eighty seven only) as determined under Claim No.2;

2-allowed fees

- (c) An amount of Rs. 3,43,581/- (Rupees three lacs forty three thousand five hundred eighty one only) as determined under claim No.3;
- (d) Costs of Rs.95,000/- (Rupees ninety five thousand only) as determined under Claim No.4;

12.2 The respondent should pay the awarded amounts to the claimant within three months from the date of this award, after deducting the excess amount of Rs.52,346/- paid towards arbitrator's fees, failing which these shall carry interest @ 9% per annum from the date of this award till the date of actual payment.

13. Copies of the award duly signed by me shall be sent to the parties/their authorized agents through registered/speed post or delivered to them personally as per the circumstances.

CHANDIGARH
November 16, 2023


B.S.MEHANDIRATTA
DISTRICT & SESSIONS JUDGE
(RETIRED)

Each page of the award has been signed by me.


(B.S.Mehandiratta)
Sole Arbitrator