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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

**Date of decision: 1<sup>st</sup> February 2023**

+ O.M.P. 398/2012 & I.A. Nos.16186-87/2019

UNIVERSITY OF DELHI ..... Petitioner  
Through: Ms. Aakanksha Kaul, Advocate with  
Mr. Aman Sahani, Advocate, Mr.  
Manek Singh, Advocate and Mr.  
Harsh Ojha, Advocate.

versus

M/S KALRA ELECTRICALS ..... Respondent  
Through: Mr. Gaurav Kumar Singh, Advocate.

**CORAM:**  
**HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI**  
**J U D G M E N T**

**ANUP JAIRAM BHAMBHANI J.**

By way of the present petition under section 34 of the Arbitration & Conciliation Act, 1996 ('A&C Act' for short), the petitioner/University of Delhi/non-claimant impugns arbitral award dated 30.11.2011 ('impugned award') made by the learned Sole Arbitrator in proceedings arising from disputes with the respondent/M/s Kalra Electricals/claimant. The disputes between the parties arose from Work Contract bearing No. UE/898/DU/EM/57(2005-06) dated 09.06.2005 ('subject work contract') and were referred to arbitration in view of clause 25 thereof.

2. By way of the impugned award, though the learned Arbitrator recorded a finding that the petitioner had already paid to the respondent the amounts due towards the subject work contract, he nevertheless directed the petitioner to release “... *pending payments amounting to Rs.20 Lakhs...*” in respect of the *other 44 contracts* between the parties.

**Petitioner’s Submissions**

3. Ms. Aakanksha Kaul, learned counsel for the petitioner submits, that the primary issue for consideration before this court is simply this : *whether an arbitral tribunal can decide and grant relief in respect of matters not referred to it.*
4. Counsel submits that it will be seen from the record that though clearly *vide* order dated 02.06.2010 made in Arb P No. 120/2010, a Co-ordinate Bench of this court had referred the disputes between the parties which were raised *vide* invocation notice dated 03.02.2010 to arbitration with respect *only to one contract, viz.* the subject work contract, the learned Arbitrator has erroneously proceeded to deal with disputes relating to 44 other contracts between the parties. It is stated that disputes arising from the 44 other contracts were neither contemplated in invocation notice dated 03.02.2010, nor in this court’s referral order. This, Ms. Kaul submits, is impermissible and is a ground to set-aside the impugned award under section 34(2)(a)(iv) of the A&C Act. Ms. Kaul also challenges the arbitral award on two other grounds *viz.* that the disputes with respect to the other 44 contracts, based on which the petitioner has been directed to pay the

awarded sum, were also time-barred; and that the impugned award is liable to be set-aside in view of section 34(2)(b).

5. Attention of this court is drawn to the referral order dated 02.06.2010 which reads as under:

*“There appears to be in existence a dispute which has arisen between the petitioner and the respondent. For the moment, in the present petition, I am only concerned with the disputes qua contract bearing no. UE/898/DU/EM/57(2005-06) dated 09.06.2005. Mr Saxena submits before me that he would have no difficulty if the court were to direct appointment of an arbitrator in terms of clause 25 of the contract obtaining between the petitioner and the respondent. Accordingly, the respondent is directed to appoint an arbitrator in terms of clause 25 of the contract obtaining between the parties. The respondent shall appoint an arbitrator within ten days from today with prior notice to the petitioner. The petition is disposed of in terms of the directions above. Needless to say the disposal of this petition will not come in the way of the petitioner taking recourse of an appropriate remedy with regard to the remaining contracts”*

(emphasis supplied)

6. Attention is further drawn to section 34 of the A&C Act, the relevant portion of which reads as under :

*“34. Application for setting aside arbitral record.—*

*(1) Recourse to a Court against an arbitral award may be made only by an application for setting aside such award in accordance with sub-section (2) and sub-section (3).*

*(2) An arbitral award may be set aside by the Court only if—  
(a) the party making the application establishes on the basis of the record of the arbitral tribunal that—*

*(i) \* \* \* \* \**

*(ii) \* \* \* \* \**

*(iii) \* \* \* \* \**

*(iv) the arbitral award deals with a dispute not contemplated by or not falling within the terms of the submission to arbitration, or it contains decisions on matters beyond the scope of the submission to arbitration:*

*Provided that, if the decisions on matters submitted to arbitration can be separated from those not so submitted, only that part of the arbitral award which contains decisions on matters not submitted to arbitration may be set aside; or*

*(v) \* \* \* \* \**

*(b) the Court finds that—*

*(i) the subject-matter of the dispute is not capable of settlement by arbitration under the law for the time being in force, or*

*(ii) the arbitral award is in conflict with the public policy of India.*

*Explanation 1.—For the avoidance of doubt, it is clarified that an award is in conflict with the public policy of India, only if,—*

*(i) \* \* \* \* \**

*(ii) is in contravention with the fundamental policy of Indian law; or*

*(iii) it is in conflict with the most basic notions of morality or justice.*

*Explanation 2.— For the avoidance of doubt, the test as to whether there is a contravention with the fundamental policy of Indian law shall not entail a review on the merits of the dispute.”*

*(emphasis supplied)*

7. It is the petitioner’s contention that in its statement of claim dated 22.06.2010, the respondent (claimant) had itself raised the following claim:

*“b. In view of the fact that only a dispute regarding one contract, the University be directed to release the payment of other contracts, as per Annexure ‘B’, the payment of which has been unnecessarily withheld, as there is no dispute regarding the said contracts; ...”*

(emphasis supplied)

It is submitted that further to the above claim, on being queried by the learned Arbitrator as to the *other claims* made by the respondent, an Assistant Engineer employed with the petitioner had issued letter dated 14/15.09.2010, which letter stated the following :

*“6. As per claim against point No. 9,10 and 11 M/s. Kalra Electricals has requested to withheld Rs.2 lakh and release the balance payment. This point may be considered by the Arbitrator.”*

(emphasis supplied)

8. Ms. Kaul submits that the aforesaid letter came to be written without any authority, and departmental action was taken against the said Assistant Engineer. She submits that, in any case, a stray letter addressed to the arbitrator cannot tantamount to additional claims being *referred* to arbitration. Counsel submits that further to this letter, the petitioner filed an application under section 16 of the A&C Act, challenging the learned Arbitrator’s jurisdiction over the claims arising from the other contracts, contending that those claims would be beyond the scope of reference. She submits that in fact, in its reply to the said application, the respondent conceded *one*, that the other claims did not fall within the scope of the arbitral proceedings; and *two*, that contractual payments towards those claims were not disputed, in the following words:

“... The claim in these proceedings is only for Rs. 92,901.25/- which is disputed. Other reliefs are consequential which need no determination by Arbitration, as the other contractual payments are not disputed.”

(emphasis supplied)

9. On being queried, Ms. Kaul fairly concedes that it is true all the contracts *find mention* in the invocation notice issued and in the statement of claim filed by the respondent, as follows :

Invocation Notice dtd 03.02.2020

“13. That in order to avoid any technical objection, and by way of abundant caution, my Client is giving this detailed legal notice as in all the contracts for which my Client has worked for the University, the amount of Rs.20 lakhs is due against 44 contracts, as per list annexed hereto. Thus, my Client requests you to appoint a single Arbitrator to decide about the release of payment to my Client which has been illegally withheld by your University or your goodselves may appoint different Arbitrators in all the 44 contracts as the University has withheld payment against all the 44 contracts, though there is a dispute only in respect of cone(sic, one)contract of about Rs. One lakh awarded in June 2005 and Aug. 2005 regarding flats in Reids Lane, University of Delhi.”

(emphasis supplied)

Statement of Claim dtd. 22.06.2010

“16. That from the perusal of the facts mentioned above, and as also from the perusal of the Orders of the High Court dated 2/6/2010, it is crystal clear that there is only a dispute regarding only one contract and hence, there is no justification for holding the amount of Rs.20 lakhs in respect of the various other contracts, details of which are given in a list annexed hereto as ANNEXURE ‘B’. Hence the University is bound to make payment of the outstanding amount of Rs.20 lacs to the Claimant herein. Thus, as there is no dispute in respect of all these contracts and even otherwise the University is bound to release the payment of Rs.20 lacs as per ANNEXURE ‘E’. Thus, even your goodself can give a direction to this effect besides deciding the main point of controversy.”

(emphasis supplied)

But counsel states, that as is evident from the invocation notice and the statement of claim, the dispute pending adjudication before the learned Arbitrator was only with respect to the sum of Rs.92,101.25, which was claimed to be due under the subject work contract; and since arbitral proceedings were founded on the referral order of this court, the learned Arbitrator had jurisdiction only as regards the said dispute and no more.

10. Ms. Kaul points-out, that the referral order specifically gave to the respondent, liberty for “ ... *taking recourse of an appropriate remedy with regard to the remaining contracts*”. She submits that since the court had clearly segregated and separated the disputes at the time of making reference to arbitration, by *not* referring *all* disputes to arbitration, the scope of the reference was limited. Thus, the arbitral award has dealt with matters beyond the scope of submission, and accordingly, deserves to be set-aside.
11. It is also submitted that, assuming the respondent could have included its claims in respect of the other contracts in its statement of claim, the claims having arisen from contracts entered into between the parties in 2005, and the statement of claim having been filed on 22.06.2010, such claims were also *ex-facie* time-barred. Relying upon the statement of defence filed by the petitioner, it is further submitted, that since the decisions on the claims are not severable, the arbitral award would have to be set-aside in its entirety; especially since any change made in the calculations would amount to ‘modification’ of the arbitral award, which the court cannot do under section 34.

12. Ms. Kaul also argues that notwithstanding the above, given that the relief granted was in respect of *other* contracts, which were *separate and distinct* agreements, separate arbitral tribunals ought to have been constituted for each such contract. The submission is that since the jurisdiction of an arbitral tribunal is limited, it must be restricted to the dispute referred to it; and a contravention thereof would not be an error *within* the tribunal’s jurisdiction but *outside* its jurisdiction, making the award amenable to interference under section 34.
13. In support of the petitioner’s case, the following judicial precedents have been cited :
- 13.1 ***Ssangyong Engineering and Construction Company Limited vs. National Highways Authority of India (NHAI)***<sup>1</sup>: To argue, that when reference is made to an arbitral tribunal to decide specific disputes enumerated by the court, the tribunal can decide only those specific disputes; and if the arbitral award decides matters beyond the disputes specifically referred, it would amount to an error beyond the tribunal’s jurisdiction, which can be corrected by setting-aside the award on the ground of “patent illegality”;
- 13.2 ***MSK Projects India (JV) Limited vs. State of Rajasthan and Another***<sup>2</sup>: On the point, that it is impermissible for an arbitral tribunal to travel beyond the terms of its reference, and that an

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<sup>1</sup> (2019) 15 SCC 131 at paras 67-69

<sup>2</sup> (2011) 10 SCC 573 at paras 15-21



arbitral tribunal cannot exercise powers to enlarge the scope of the reference;

- 13.3 *State of Goa vs. Praveen Enterprises*<sup>3</sup>: On the point, that though additional/supplementary claims may be made by a claimant even without such claims having been included in the notice seeking reference, the relevant date for calculating limitation for such additional/supplementary claims would be the date on which these claims are made in terms of section 23(3) A&C Act;
- 13.4 *Alupro Building Systems Pvt Ltd vs. Ozone Overseas Pvt Ltd*<sup>4</sup>: To say, that in arbitral proceedings, the date on which a recipient of an invocation notice is put to notice as regards a claim, is the applicable date for the purpose of calculating limitation; and
- 13.5 *Indus Biotech Private Limited vs. Kotak India Venture (Offshore) Fund (Earlier Known as Kotak India Venture Limited) and Others*<sup>5</sup> and *DLF Home Developers Limited vs. Rajapura Homes Private Limited and Another*<sup>6</sup>: On the point, that even though contracts and agreements may be interlinked and connected, separate arbitral tribunals (even if comprising the same member/s) would have to be constituted for each of the contracts/agreements.

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<sup>3</sup> (2012) 12 SCC 581 at paras 14-19

<sup>4</sup> 2017 SCC OnLine Del 7228 at paras 25-28

<sup>5</sup> (2021) 6 SCC at paras 38

<sup>6</sup> (2021) SCC OnLine SC 781 at para 36

**Respondent's Submissions**

14. Opposing the petition, Mr. Gaurav Kumar Singh, learned counsel for the respondent submits that the disputes in relation to all payments under the other 44 contracts *arose* from the subject work contract. This submission is premised on the respondent's contention that the petitioner had maliciously withheld payment of admitted amounts payable to the respondent under the other 44 contracts, amounting to about Rs.20 lacs, *only because* there was a dispute between the petitioner and the respondent arising from work contract dated 09.06.2005 *i.e.* the subject work contract. Mr. Singh submits that therefore, the learned Arbitrator acted well within his jurisdiction in directing payment of amounts due under all 44 contracts, while deciding the dispute under work contract dated 09.06.2005.
15. Mr. Singh points-out that *vide* communication dated 30.08.2010, the learned Arbitrator had written to the petitioner seeking answers to the following queries :

“... ..

*I hereby request Delhi University for the following-*

- 1. Furnish copies of orders referred above.*
- 2. To state whether the work against the said orders were executed*
- 3. To check & confirm whether payment against the orders were released and if so, the amount released.*
- 4. Please recall during the first arbitration meeting, Kalra Electricals informed that work against the orders dt. 18/6/05 and 21/7/05 were executed and payments received by them. As per Kalra Electricals there is no outstanding issue with respect to these orders. Please state the position of Delhi University in respect of these work orders.*
- 5. Kalra Electricals have in the document — statement of claim —*

*has an an enclosure - Annexure A (Annexure B of their submission). This mentions list of contracts against which Delhi University have yet to release payments.*

*Please indicate the position of Delhi University in this regard. If the payments have not been released, the reason for withholding the payment may please be stated.*

*... .. ”*

16. It is submitted that, in response to the above letter, *vide* communication dated 14/15.09.2010 an Assistant Engineer informed the learned Arbitrator that the respondent's claim for release of balance payment under the other contracts“... *may be considered by the Arbitrator.*”
17. It is Mr Singh's submission that if the learned Arbitrator had jurisdiction to decide matters arising from the other 44 contracts, he had jurisdiction to decide the same in his own wisdom on the facts; and this court would not interfere with such decisions under section 34.
18. The respondent has not cited any judicial precedents in support of its contentions.

### **Discussion & Conclusion**

19. To address the principal legal issue raised by the petitioner, viz. the scope of the arbitrator's jurisdiction when disputes have been referred to arbitration by court under section 11 of the A&C Act, a brief reference to the observations of the Supreme Court in *Ssangyong* (supra) would be appropriate :

*“The ground of challenge under Section 34(2)(a)(iv)*

\* \* \* \* \*

*“67. In State of Goa v. Praveen Enterprises [State of Goa v. Praveen Enterprises, (2012) 12 SCC 581] (Praveen Enterprises),*

*this Court set out what is meant by “reference to arbitration” as follows : (SCC pp. 587-88, paras 10-11)*

*“10. “Reference to arbitration” describes various acts. Reference to arbitration can be by parties themselves or by an appointing authority named in the arbitration agreement or by a court on an application by a party to the arbitration agreement. We may elaborate:*

*(a) If an arbitration agreement provides that all disputes between the parties relating to the contract (some agreements may refer to some exceptions) shall be referred to arbitration and that the decision of the arbitrator shall be final and binding, the “reference” contemplated is the act of parties to the arbitration agreement, referring their disputes to an agreed arbitrator to settle the disputes.*

*(b) If an arbitration agreement provides that in the event of any dispute between the parties, an authority named therein shall nominate the arbitrator and refer the disputes which required to be settled by arbitration, the “reference” contemplated is an act of the appointing authority referring the disputes to the arbitrator appointed by him.*

*(c) Where the parties fail to concur in the appointment of the arbitrator(s) as required by the arbitration agreement, or the authority named in the arbitration agreement failing to nominate the arbitrator and refer the disputes raised to arbitration as required by the arbitration agreement, on an application by an aggrieved party, the court can appoint the arbitrator and on such appointment, the disputes between the parties stand referred to such arbitrator in terms of the arbitration agreement.*

*11. Reference to arbitration can be in respect of all disputes between the parties or all disputes regarding a contract or in respect of specific enumerated disputes. Where “all disputes” are referred, the arbitrator has the jurisdiction to*

*decide all disputes raised in the pleadings (both claims and counterclaims) subject to any limitations placed by the arbitration agreement. Where the arbitration agreement provides that all disputes shall be settled by arbitration but excludes certain matters from arbitration, then, the arbitrator will exclude the excepted matter and decide only those disputes which are arbitrable. **But where the reference to the arbitrator is to decide specific disputes enumerated by the parties/court/appointing authority, the arbitrator's jurisdiction is circumscribed by the specific reference and the arbitrator can decide only those specific disputes.***

“68. A conspectus of the above authorities would show that where an Arbitral Tribunal has rendered an award which decides matters either beyond the scope of the arbitration agreement or beyond the disputes referred to the Arbitral Tribunal, as understood in Praveen Enterprises [State of Goa v. Praveen Enterprises, (2012) 12 SCC 581] , the arbitral award could be said to have dealt with decisions on matters beyond the scope of submission to arbitration.

“69. We therefore hold, following the aforesaid authorities, that in the guise of misinterpretation of the contract, and consequent “errors of jurisdiction”, it is not possible to state that the arbitral award would be beyond the scope of submission to arbitration if otherwise the aforesaid misinterpretation (which would include going beyond the terms of the contract), could be said to have been fairly comprehended as “disputes” within the arbitration agreement, or which were referred to the decision of the arbitrators as understood by the authorities above. If an arbitrator is alleged to have wandered outside the contract and dealt with matters not allotted to him, this would be a jurisdictional error which could be corrected on the ground of “patent illegality”, which, as we have seen, would not apply to international commercial arbitrations that are decided under Part II of the 1996 Act. To bring in by the backdoor grounds relatable to Section 28(3) of the 1996 Act to be matters beyond the scope of submission to arbitration under Section 34(2)(a)(iv) would not be permissible as this ground must be

*construed narrowly and so construed, must refer only to matters which are beyond the arbitration agreement or beyond the reference to the Arbitral Tribunal.*

(emphasis supplied)

20. Upon a conspectus of the submissions made and the position of law, as enunciated by the Supreme Court, in the opinion of this court, the following inferences arise :

20.1 There is no gainsaying the fact that the referral order dated 02.06.2010 made by this court in Arb.P. No. 120/2010 was “... *only concerned with the disputes qua contract bearing No. UE/898/DU/EM/57(2005-06) dated 09.06.2005*”. The referral order further clarified that “... *the disposal of this petition will not come in the way of the petitioner taking recourse of an appropriate remedy with regard to the remaining contracts*”. The reference to the learned Arbitrator was therefore expressly restricted *only* to the contract number mentioned in the referral order;

20.2 In the course of arbitral proceedings however, the respondent (claimant therein) made a grievance in its statement of claim, that since the dispute pending in arbitration was only about one contract, the petitioner (non-claimant) should release payment towards the other contracts. Clearly therefore, even on the respondent’s own reckoning, only the dispute that had arisen from the subject work contract was subject-matter of the arbitral proceedings;

20.3 In fact, as was correctly pointed-out on behalf of the petitioner, even though the other contracts were referred to in

invocation notice dated 03.02.2020; and the matter of the petitioner having withheld certain amounts payable under the other contracts by reason of disputes that had arisen from the subject work contract was before it, the court (consciously) *referred only the dispute that had arisen from the subject work contract to the learned Arbitrator;*

20.4 However, in a move that created some confusion, an Assistant Engineer employed with the petitioner issued a letter dated 14/15.09.2010, stating that since certain claims placed by the respondent for adjudication before the learned Arbitrator had raised the matter of payments withheld by the petitioner against other contracts, those matters may be *considered* by the arbitrator. To be sure, there was no *reference* of any additional claims or disputes arising from the other contracts *consensually* by the parties for decision to the learned Arbitrator;

20.5 Furthermore, even in communication dated 30.08.2010 issued by the learned Arbitrator to the petitioner, he had *only sought certain information and clarifications* as to whether the respondent had executed the work against the other contracts (orders) and whether payments against those contracts had been released. This communication was neither a direction nor an order made by the learned Arbitrator in the pending arbitral proceedings; but was merely an effort on his part to seek clarification on certain matters. Seeking such clarifications alone would however not mean that those became subject of

the arbitral proceedings. The record shows that the statement of claim was never amended to include any claims arising from the other 44 contracts, and therefore, the other claims could not have formed subject matter of the adjudicatory process.

20.6 Despite the foregoing position however, as part of his decision the learned Arbitrator has opined as under:

"1. As regards the second question, it is the accepted position of the two parties (DU as well as KE) that KE executed 44 more contracts/orders for DU as awarded to them from time to time. In fact on examination I found that almost all the contracts except 2 have been awarded/executed before 19.7.2007, the date when DU decided to issue the show cause notice to KE. The pending bills are for the period prior to that date of 19.7.2007.

"2. DU showed no proof of any co-relation between these separate contracts/orders. However, KE stated that

a. All the contracts are separate entities in themselves having separate scope of work, work schedule, price etc. and are not inter-related.

b. Once the work against one contract is completed, the relevant payment against that contract has to be and is released against bills (of the contractor) without affecting the other previous OR ongoing contracts.

c. DU acted illegally have gone against this principle and practice and have withheld payments of over Rs.20 Lakh due to them against other unrelated contracts alleging dispute in two other above mentioned contracts No. UE/898/DU/EM-57(2005-06) dated 9.6.2005 valued at Rs. 92033/- and contract No. UE/1489/DU/EM-57(2005-06) dated 21.7.2005 valued at Rs.93688/-. This has happened



*even though DU agreed in their letter dated 15.9.2010 that there is no outstanding issue on the part of the contractor.*

*d. I also found from copies of some of the contracts awarded to KE by DU that these contracts are independent and unrelated. There is no co-relation between them at all whatsoever.*

*e. Subsequent to the completion of internal enquiry, DU has asked their Finance Branch to process the pending bills submitted by KE and that dues be paid.*

*Hence based on the documents made available to me by DU and KE I conclude that the answer to this question is also NO. DU could not bring out any co-relation between the two alleged controversial contracts and other 44 separate, unrelated and independent contracts.*

\* \* \* \* \*

*I find that since there is no fraud committed by KE and since the contracts are not inter-related it was wrong and illegal on part of DU to withhold the amount of Rs 20 Lakh in 44 contracts for settling an amount of Rs.92,033/- or Rs. 93,688/-or even both related to just one or two contracts.*

\* \* \* \* \*

**ORDER:**

*In view of the foregoing DU is directed that:*

*1. Since the payment of Rs.92,033/- made by DU to KE on account contract No. UE/898/DU/EM-57(2005-06) dated 9.6.2005 is very much in order, there is no dues or amount to be settled between the DU and KE on this account. Accordingly DU is directed not to deduct any amount from the pending bills of KE.*

*2. DU is further directed to make/release all the pending payments amounting to Rs.20 Lakh approximately, the bills for which are already submitted to DU by KE and the details of which were made available to the arbitration proceedings. These*

*payments are to be released, of course, after due checking/verification of the bills as per their established procedure within 30 days of this order.*

*3. DU is further directed to make payment at the simple rate of 9 percent per anuminterest on these pending bills from the date of raising the bill to the date of actual payment.”*

(underscoring supplied; bold in original)

21. Finally therefore, against a claim of Rs. 92,101.25 arising from the subject work contract, the learned Arbitrator has proceeded to award Rs.20 lacs *which admittedly arises from the other 44 contracts*, which contracts were never subject matter of the arbitral proceedings.
22. It requires to be emphasised that the *entire awarded sum* of Rs.20 lacs arose entirely from the other 44 contracts and had nothing to do with the subject work contract, that had been referred to arbitration.
23. To be clear, since the petitioner had engaged the respondent to perform certain works of the same type in different locations, for which separate and distinct contracts/work orders were issued, though the parties could have referred their *inter-se* disputes arising from the other contracts, if any, to the same person who had been appointed as arbitrator pursuant to referral order dated 02.06.2010; and the *same arbitrator* could have decided the disputes as *separate references*; but that was never done.
24. What falls foul of section 34(2)(a)(iv) however, is the fact that despite finding that the contracts were not inter-related, the learned Arbitrator intertwined the disputes arising from the other contracts and

proceeded to decide the same as part of the specific reference made to him by referral order dated 02.06.2010. This is impermissible in law.

25. Therefore, it requires not much discussion to hold that the arbitral award to the extent that it awards to the respondent Rs. 20 lacs is clearly in the teeth of section 34(2)(a)(iv) of the A&C Act and deserves to be set-aside on that ground alone.
26. Accordingly, the court is persuaded to accept the present petition; and since, as discussed above, the decision on matters submitted to arbitration is separable from those not so submitted, arbitral award dated 30.11.2011 is *partly set-aside* to the extent that the petitioner was directed to make payments amounting to about Rs.20 lacs arising from the other contracts; while *upholding* the arbitral award to the extent that it finds that no payment is due towards the subject work contract.
27. The petition stands disposed of accordingly.
28. Pending applications, if any, also stand disposed of.
29. There shall be no order as to costs.

**ANUP JAIRAM BHAMBHANI, J**

**FEBRUARY 01, 2023**

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