

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

**O.M.P. 651 of 2007**

**Reserved on: 22<sup>nd</sup> May 2012**

**Decision on: 3<sup>rd</sup> July 2012**

OGILVY & MATHER PVT. LTD & ANR. .... Petitioners  
Through: Mr. Vinoo Bhagat with Mr. Arun K.  
Sharma, Advocates

Versus

UNION OF INDIA .... Respondent  
Through: Mr. Abhishek Maratha, Sr. Standing  
Counsel with Ms. Anshul Sharma,  
Advocate

**CORAM: JUSTICE S. MURALIDHAR**

**JUDGMENT**

**03.07.2012**

1. Petitioner No.1 Ogilvy & Mather Pvt. Ltd. ('O&M') and Petitioner No.2 Hindustan Thompson Associates Ltd. ('HTA') have filed the present petition under Section 34 of the Arbitration and Conciliation Act, 1996 ('Act') seeking the setting aside of an order dated 8<sup>th</sup> September 2007 passed by the learned sole Arbitrator rejecting their application under Section 33 of the Act for an additional Award in respect of one item of claim that was omitted/rejected in Para Nos.11 to 19 of the Award dated 2<sup>nd</sup> June 2007. The said claim related to "short payment of space bills for insertions in 'The Statesman' and 'Anand Bazar Patrika' ('ABP')" newspapers in the sum of Rs.23,82,620 together with interest thereon.

***Background Facts***

2. The Petitioners state that they are advertising companies whose services

were engaged by the Respondent Directorate of Income Tax ('DIT') in the Ministry of Finance, Government of India for advertising the Voluntary Disclosure of Income Scheme ('VDIS'), 1997 under an agreement dated 26<sup>th</sup> December 1997. In the said agreement O&M and HTA were referred to as "the Agency". The Ministry of Finance was referred to as "the Client". The relevant clauses of the said agreement read as under:

"1. The Agency will handle the creation, preparation and placement of advertising and communication material for the said Scheme and any other matters which may be assigned to the Agency by the Client from time to time in the following media:

a) Newspapers, b) Magazines, c) Radio, d) Television, e) Film, f) Cinema Slides, g) Outdoor and Transport Sites, h) Printed Literature, and i) any other media as may be required from time to time.

.....

7. The Agency will make releases of Ads in Newspapers/magazines for publications at DAVP rates wherever these are available for the work to be performed for the Client. In other cases the rates will be negotiated and finalized with prior approval of the Client.

.....

9. The Agency will retain the 15% commission normally paid by the Media and/or other suppliers on the gross cost of all bookings placed or work done by the Agency on the Client's behalf. Gross cost for this purpose means total cost which includes Agency's commission.

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12. Where the rate of commission provided by the media and/or other suppliers is more than 15% then the Agency will pass on to the Client the excess over 15% of the commission so received.

.....

27. The Client reserves the right to advertise for VDIS campaign as it thinks fit on termination of the contract with the Agency."

3. The two newspapers i.e. The Statesman and ABP offered the Directorate

of Advertising and Visual Publicity ('DAVP') rates for insertion of advertisements ('ads') by DAVP directly. However, they did not offer DAVP rates if such advertisements were sought to be inserted by other advertising agencies or even by other government departments directly. Consequently, in terms of the latter part of Clause 7 of the agreement, the rates for the said two newspapers had to be negotiated and finalized with the prior approval of the Respondent.

4. According to the Petitioners, the DIT at a meeting on 18<sup>th</sup> June 1997 indicated that the VDIS, 1997 ads should not be released in the newspapers that were on the DAVP panel but were not offering DAVP rates. By a letter dated 20<sup>th</sup> June 1997, 'The Statesman' informed the Petitioners that it would not allow DAVP rates, although it did have a rate contract with DAVP. It was stated that "as a policy, we do not extend the rate to commercial advertising agencies". However, as a special case, The Statesman was prepared to allow at 25% rebate for full page and 20% for other sizes for the VDIS, 1997 campaign. As regards ABP, by a letter of the same date it informed O&M that "ABP and the Telegraph do have DAVP rates but are allowed exclusively to the DAVP only." However, it was prepared to provide a "heavily discounted commercial rate" and for a full page release, it offered 15% additional discount.

5. HTA wrote a letter to the DIT on 23<sup>rd</sup> June 1997 setting out the decisions taken at a meeting with the DIT on 18<sup>th</sup> June 1997 regarding the publishing of ads. Releases would be made as scheduled in those publications and newspapers offering DAVP rates. As regards those on DAVP panel but not offering DAVP rates, releases would be withheld till such time those newspapers offered DAVP rates. The third category was the non-DAVP

panel publications. Releases in those were to be withheld till they confirmed in writing that they were not on the DAVP panel. Under the third category HTA listed out seven newspapers/publications which did not include either The Statesman or ABP/Telegraph.

6. On the same day, i.e. 23<sup>rd</sup> June 1997, O&M wrote to the DIT, referring to HTA's letter, and communicating the offers received from The Statesman and The Telegraph by their letters dated 20<sup>th</sup> June 1997. DIT was requested to advise O&M if it wished to consider the said offers by the two newspapers at the discounted rates. It appears that soon thereafter the DIT communicated to O&M that they could go ahead with releases in the non-DAVP panel publications. A clarification in this regard was sought from the DIT by HTA by a letter dated 25<sup>th</sup> June 1997.

7. According to the Petitioners by a noting dated 7<sup>th</sup> July 1997 on a statement of the negotiated rates, the DIT approved the negotiated rate of Rs.525 per column for The Statesman. In respect of the combined rate of ABP and The Telegraph, the noting stated that The Statesman's negotiated rate should also be applicable to said two newspapers. The Petitioners state that during subsequent discussions, it was agreed that O&M should insert ads in ABP alone (and not The Telegraph) at the discounted rate of Rs.700 per column. The Petitioners refer to a Media Plan of 5<sup>th</sup> September 1997 which showed the negotiated rates of Rs.700 for ABP and Rs.525 for The Statesman.

8. The Petitioners state that after approval of the above negotiated rates, releases were made in The Statesman and ABP and billed to the DIT at the negotiated rates. The first insertion in The Statesman appeared on 9<sup>th</sup> July

1997 and in ABP on 25<sup>th</sup> July 1997. O&M also submitted its estimates from 6<sup>th</sup> August 1997 onwards on the basis of the above negotiated non-DAVP rates for The Statesman and ABP. The Petitioners state that DIT duly approved the said estimates. When the bills were submitted by O&M for the insertions to the above newspapers, no objection was raised by the DIT. By fax messages dated 1<sup>st</sup> and 7<sup>th</sup> October 1997, O&M informed the DIT that the bills were on the same negotiated rates on which O&M's earlier bills were based. O&M's earlier space bills were paid in full by DIT by a cheque dated 20<sup>th</sup> November 1997.

9. For the Phase-II advertising, a Media Plan was prepared on 24<sup>th</sup> November 1997 to cover the period October to December 1997 for the ongoing VDIS campaign. In page 1 of the said Media Plan under the caption 'Important Note', the first item referred to publications that were included in the Plan even though non-DAVP rates were offered. This included The Statesman and ABP. It is stated that the Director, DIT signed each page of the said Plan on 24<sup>th</sup> November 1997. In the same Media Plan, under the heading 'Campaign-Assets ads', the rate for The Statesman was indicated as Rs.525 per column and that for ABP Rs.700. The Petitioners' case is that the negotiated rates for both newspapers were confirmed and reconfirmed by the DIT during the aforementioned period.

10. On 17<sup>th</sup> December 1997, the DIT wrote both to The Statesman and ABP asking them to offer DAVP rates in respect of the ads inserted by O&M retrospectively. On 18<sup>th</sup> December 1997, The Statesman replied to the DIT recounting the earlier correspondence where it had declined to offer the DAVP rates to the ad agency but that as a very special case, keeping in view the volume of business and the beneficial effects of the campaign to the

nation, it had allowed “a very special rate for the VDIS campaign-in effect, a 25 per cent reduction in our scheduled rate.” The Statesman further stated: “We were given to understand that our gesture had been appreciated. As stated, DAVP rates are applicable only to releases through DAVP. As such, it is not possible to offer the DAVP rates to M/s. Ogilvy & Mather either prospectively or retrospectively for this or any other advertisement.” The Statesman further asserted: “Other newspapers may have accepted the VDIS campaign at DAVP rates but this is not for us to comment upon. Each newspaper has its own business policies and we are governed by ours. But I can state with conviction that we have not contributed in any manner to creating any ambiguity about our policies while dealing with your designated advertising agency.” In conclusion it was stated: “for the reasons given above, I am really very sorry that I cannot accept your request. Should you require any clarifications, I shall be happy to furnish these to you”. ABP also likewise clarified to the DIT by its reply dated 18<sup>th</sup> December 1997 that it was offering DAVP rates only when ads were released directly through DAVP itself.

11. On 22<sup>nd</sup> December 1997, O&M faxed a recommendation to the DIT that the countdown ads should be published to wind-up the VDIS campaign. The recommendation was rejected by the Director, DIT by stating that “no release can be made to the Dailies which are on DAVP panel but are not offering DAVP rates.” However, there was no suggestion that payment would not be made at the negotiated rates for the ads released in the past. By that time, O&M had incurred the liability of the cost of the releases in The Statesman and ABP. After 22<sup>nd</sup> December 1997, O&M cancelled all pending releases in The Statesman and ABP. O&M stated that it had paid the bills of The Statesman and ABP for the ads concerning VDIS campaign for the

negotiated rates and was out of pocket by the end of January 1998 in the sum of Rs.20,25,277, after deduction of agency commission of 15%. When the bills were raised on the DIT for payment, they were declined by a letter dated 6<sup>th</sup> February 1998. DIT claimed in the said letter that the said two newspapers had been included in the non-DAVP list and, therefore, the releases were made at the negotiated rates. Referring to Clause 7 of the agreement, it was stated by the DIT that it would be able to make payment for releases to ABP and The Statesman only at DAVP rates and that the letters to the newspapers were issued “at your request in order to help you to secure the DAVP rates”.

12. On 25<sup>th</sup> March 1998, DIT paid O&M Rs.6,80,996 for advertisements published in The Statesman and ABP. The Petitioners state that the said amount was arrived at after deduction retrospectively made by the DIT from earlier bills for the same two publications. O&M by its letter dated 30<sup>th</sup> March 1998 informed DIT that its space bills were short-paid by over Rs.23 lakhs without disclosing any reason. However, DIT maintained that since The Statesman and ABP were part of DAVP panel, the payment for the advertisements inserted in those newspapers had to be done at DAVP rates.

13. The resultant claims of the Petitioners including certain other claims were referred to arbitration after the Petitioners filed an Arbitration Application No.44 of 2000 in this Court under Section 11 of the Act. By an order dated 22<sup>nd</sup> September 2000, this Court directed the Respondent to appoint an Arbitrator. However, after conducting the arbitration for about two and a half years the said Arbitrator appointed by the Respondent gave notice on 20<sup>th</sup> August 2003 that he would be unable to continue. The Petitioners then issued a notice to the Respondent to appoint a substitute

Arbitrator. After the Respondent failed to do so, the Petitioners again filed Arbitration Application No.241 of 2003 in this Court. By an order dated 25<sup>th</sup> March 2004, this Court appointed Justice Satpal, a retired Judge of this Court as sole Arbitrator.

### ***The Award***

14. By the Award dated 2<sup>nd</sup> June 2007, the learned Arbitrator allowed the smaller claims of the Petitioners. However, the largest claim, i.e. Claim 'A' in the sum of Rs.23,82,620 for short payment of space bills for the advertisements inserted in The Statesman and ABP was rejected. In paras 11 to 19 of the Award, two grounds were set out on which the said claim was rejected. The first was that "even according to the Claimants, the DAVP rates were available with regard to ads in The Statesman and ABP if the ads were released through the DAVP. But the Claimants failed to inform the Respondent about this fact". As regards the second ground, the learned Arbitrator referred to HTA's letter dated 23<sup>rd</sup> June 1997 to the DIT which recorded the decision taken on 18<sup>th</sup> June 1997 to the effect that "publications which are on DAVP panel but are not offering DAVP rates to the Claimants Nos.1 & 2 release was to be withheld indefinitely till the concerned publications agreed to DAVP rates". It was held by the learned Arbitrator that there was nothing brought on record to show that the DIT had reversed its aforementioned decision. The learned Arbitrator also referred to the other letter dated 23<sup>rd</sup> June 1997 which asked the DIT to advise the Petitioners whether it wished to consider releasing ads in The Statesman and ABP on the special discounted rates mentioned in the letter. The learned Arbitrator observed that that no reply to that letter had been brought on record. The learned Arbitrator then concluded as under:

"From these two documents it is clear that the advertisements



could not be released to the Statesman and ABP till they agreed to DAVP rates or till the Respondent advised the Claimants to the contrary. There is no doubt that such advice/approval had to be in writing from the competent authority of the Respondent as it contemplated reversal of earlier decision. **As stated earlier, no such decision (contrary to the earlier decision taken on 18<sup>th</sup> June 2007) has been produced by the Claimant in these proceedings**". (emphasis supplied)

### ***The Section 33 Application***

15. The Petitioners filed an application before the learned Arbitrator under Section 33 of the Act essentially on the ground that the Award had "omitted"/wrongly rejected the major claim relating to the balance amount of the space bills for insertion of ads in The Statesman and ABP. The Petitioners pointed out that more than fifty documents filed by them in support of the said claim had not even been noticed by the learned Arbitrator. He had wrongly observed that no such evidence had been produced. Para 12 of the application set out the evidence to show that the negotiated rates for The Statesman and ABP had in fact been approved by the DIT.

16. By an order dated 8<sup>th</sup> September 2007, the learned Arbitrator rejected the Petitioner's application observing that Paras 11 to 19 of the Award dated 2<sup>nd</sup> June 2007 had considered and rejected the said claim in detail. Thereafter the present petition was filed by the Petitioners.

17. It requires to be noted at this stage that aggrieved by the impugned Award dated 2<sup>nd</sup> June 2007 to the extent it allowed the other claims of the Petitioners, the DIT filed O.M.P. No.291 of 2008 which was rejected by this Court by an order dated 13<sup>th</sup> March 2009. The further appeal and review petition filed by the DIT were dismissed by the Division Bench by its orders

dated 3<sup>rd</sup> August 2010 and 12<sup>th</sup> November 2010 in FAO No.132 of 2009 and RP No.351 of 2009 respectively. The Special Leave Petition against the aforementioned orders was dismissed by the Supreme Court on 8<sup>th</sup> November 2011. However, the amount payable thereunder was not paid to the Petitioners by the DIT prompting the Petitioners to file Execution Petition No.6 of 2008 which was heard along with the present petition.

*Submissions of counsel*

18. Mr. Vinoo Bhagat, learned counsel for the Petitioners, submits that the learned Arbitrator erred in recording that there was no document to show that the DIT had reversed its earlier decision as regards DAVP panel publications that were not offering the Petitioners the DAVP rates. In particular, Mr. Bhagat referred to the noting of the Director dated 7<sup>th</sup> July 1997 on the statement of negotiated rates and the signatures on the “Press estimates-cum Schedules” which showed the rates charged by the said two newspapers. He also referred to the Media Plan submitted by the Petitioners to the DIT and approved by it. All these documents formed part of the arbitral record. This showed that the first ground on which the claim was rejected was contrary to the evidence on record.

19. As regards the second ground, Mr. Bhagat pointed out that the learned Arbitrator read into the contract a requirement of the Petitioners having to inform the DIT about DAVP panel publications not offering DAVP rates if the ads were not inserted directly by DAVP itself. There was no such stipulation in the agreement. Factually also, the affidavits filed by the DIT contained an admission that the DIT was aware of The Statesman and ABP not offering DAVP rates to the Petitioners. He submitted that the impugned Award had omitted to note the evidence on record and therefore wrongly

rejected the aforesaid claim of the Petitioners. He submitted that the learned Arbitrator erred in not accepting the Petitioners' application under Section 33 of the Act and rectifying the Award. He prayed for the setting aside of the impugned Award to the extent it rejected the Petitioners' claim as regards the unpaid space bills for the insertions in The Statesman and ABP and for the claim to be remitted for a fresh decision by another learned arbitrator.

20. In reply it was submitted by Mr. Abhishek Maratha, learned counsel for the Respondent, that the DIT denied receipt of the second letter dated 23<sup>rd</sup> June 1997 written to it by O&M. He maintained that the first letter of that date by HTA correctly recorded the DIT's decision to withhold releases in the DAVP panel publications till they agreed to offer DAVP rates even to agencies other than the DAVP. This according to him was consistent with Clause 7 of the agreement which was rightly interpreted by the learned Arbitrator. Since this was not an appellate jurisdiction and evidence was not to be re-appreciated by the Court under Section 34 of the Act, the Award to the extent it rejected the Petitioners' aforementioned claim, did not call for interference.

### ***Limitation***

21. Although not urged during arguments by its counsel, in the reply filed by the DIT, it is urged that the present petition insofar as it indirectly challenges the impugned Award dated 2<sup>nd</sup> June 1997 to the extent it rejects the Petitioners' claim, is barred by limitation under Section 34 (3) of the Act. In their rejoinder the Petitioners have denied this.

22. The present petition is essentially a challenge to the order dated 8<sup>th</sup> September 2007 passed by the learned Arbitrator rejecting the application of

the Petitioner under Section 33 of the Act. To that extent it is nobody's case that the petition is time barred. The scope of the said application, as well as that of the present petition, is limited to the rejection of the Petitioners' claim as regards the short-paid space bills of The Statesman and ABP. The order rejecting the application can be said to have merged with the Award insofar as it rejects that claim. Although an incidental outcome of the Petitioners succeeding in their challenge to the order dated 8<sup>th</sup> September 2007 would be that the rejected claim would have to be re-examined by the Arbitrator, the limitation for the challenge to the order dated 8<sup>th</sup> September 2007 would not begin from the date of the Award. Consequently, the objection raised by the Respondent on the ground of limitation is rejected.

***Challenge to the Award on merits***

23. As already noted, the scope of the present petition is confined to the claim of the Petitioners for short payment by the DIT of space bills for insertions in 'The Statesman' and ABP newspapers in the sum of Rs.23,82,620 together with interest thereon.

24. Clause 7 of the agreement states that the Agency would make releases of ads in newspapers for publications "at DAVP rates wherever these are available for the work to be performed for the Client". In other words, it is only where DAVP rates are made available by the concerned newspapers can the Agency make releases at those rates. Where DAVP rates are not made available, the rates were to be negotiated "with prior approval of the Client".

25. The impugned Award itself notes that there were two letters written on 23<sup>rd</sup> June 1997 to the DIT by the Petitioners. The first, which was marked as Ex. C-2 in the arbitral proceedings, was from HTA to the DIT recording the

decision taken at the meeting held on 18<sup>th</sup> June 1997. This letter, the contents of which have been noted earlier, did not list The Statesman and the ABP under the category of non-DAVP panel publications. The second letter dated 23<sup>rd</sup> June 1997 from O&M to DIT specifically referred to the discounts offered by The Statesman and the ABP. This letter explicitly stated that The Statesman and ABP were on the DAVP panel but were “not offering DAVP rates to HTA/O&M (type b)”. The above letter was marked as Exhibit C-5 in the arbitral proceedings, without any protest by the DIT. It has been referred to in the impugned Award by the learned Arbitrator. It is therefore futile for the DIT to deny receipt of the said letter (Ex. C-5). The finding of the learned Arbitrator, in acceptance of the case of the DIT, that the Petitioners failed to inform the DIT that the said two newspapers were on the DAVP panel and were not offering DAVP rates, flies in the face of the above letter.

26. The above letter dated 23<sup>rd</sup> June 1997 (Ex. C-5) written by O&M to the DIT was consequent upon O&M having written separately to both The Statesman and The Telegraph on the above aspect. The letters dated 20<sup>th</sup> June 1997 of The Statesman and The Telegraph to O&M declining to offer DAVP rates were marked as Ex.C-3 and Ex.C-4 in the arbitral proceedings and are part of the record. Ex. C-5 was in conformity with the latter part of Clause 7 of the agreement in terms of which in the event of the newspaper not offering DAVP rates, the rates had to be negotiated and finalized “with prior approval of the Client”.

27. The noting made on 7<sup>th</sup> July 1997 by the DIT on the statement of negotiated rates was Ex. C-6 and again forms part of the arbitral record. This showed that the earlier decision taken by the DIT on 18<sup>th</sup> June 1997 was reviewed and the Petitioners were given the go-ahead to make the releases in

the said two newspapers. Then there are the “Press-Estimate-cum-Schedules” marked as Exhibits C-9 to C-16. While Ex. C-9 to C-11 are shown to have been signed by Mrs. Surinder Pal Kaur and those at Ex. C-12 to C-16 were endorsed by her successor Ms. Saroj Bala, Ms. Bala also filed an affidavit confirming that her predecessor had approved the negotiated rates. She however claimed that this was done under the “clear impression given by the Ad agencies that these two newspapers were not on DAVP panel.” This claim by the DIT of the Petitioners having given such an “impression” is belied by the two letters dated 23<sup>rd</sup> June 1997 referred to earlier. The learned Arbitrator did not notice Ex. C-6, C-9 to C-16 or even the Media Plans (Ex. C-7 and C-49) approved by the DIT. Likewise the Bills Ex. C-27 to C-45 were ignored. All these documents showed that the DIT had in fact approved the negotiated rates for the two newspapers.

28. The learned Arbitrator also failed to note that DIT had on its own written to both newspapers on 17<sup>th</sup> December 1997. The said letter claimed for the first time that advertisements were released at negotiated rates “under the impression given by the ad agency (O&M) that your paper is not on DAVP panel and thus there are no DAVP rates available”. As already noticed, there was no basis for such impression being gathered by the DIT from O&M and HTA. The first letter dated 23<sup>rd</sup> June 1997 from HTA to the DIT (Ex.C-2) did not include ABP or The Statesman under the title “publications not on DAVP panel”. The second letter dated 23<sup>rd</sup> June 1997 from O&M referred to HTA’s letter of the same date and stated “kindly note that following publications on DAVP panel, but not offering DAVP rates to HTA/O&M have offered us good discounts for the campaign.” This letter clearly mentioned both The Statesman and The Telegraph. Therefore, the statement made by the DIT in its letter dated 17<sup>th</sup> December 1997 to the ABP and The

Statesman that it had gone in for negotiated rates since it was given an impression by the Petitioners that the two newspapers were not on DAVP panel was false. In fact in the reply first filed before the learned Arbitrator DIT admitted to being aware that both newspapers were on the DAVP panel and were not offering DAVP rates to agencies other than the DAVP.

29. The affidavit dated 4<sup>th</sup> February 2003 of Mr. Nikhil Pandit, Joint Registrar of Income Tax in the DIT before the learned Arbitrator (Ex.RW1/B) claimed that the negotiated rates were approved by the DIT under the *bona fide* belief that no DAVP rates were made available by the said publications. The said affidavit however failed to even refer to the second letter dated 23<sup>rd</sup> June 1997 (Ex.C-5). The stand of the DIT is contradicted by the various other documents referred to earlier which were placed on the arbitral record by the Petitioners. These included the handwritten note of 7<sup>th</sup> July 1997 (Ex.C-6), the Media Plan (Ex.C-7), the Press-Estimate-cum Schedule which was approved on 6<sup>th</sup> August 1997 by the DIT and the Media Plan approved on 24<sup>th</sup> November 1997, which under the heading 'Campaign-Assets ads', disclosed the rates for The Statesman as Rs.525 per column and that for ABP as Rs.700. The affidavit by way of evidence filed by the DIT in January 2005 before the learned Arbitrator admitted that the first estimate was approved on 4<sup>th</sup> July 1997 and the second on 1<sup>st</sup> October 1997.

30. This Court is satisfied that the two grounds mentioned in the impugned Award for rejecting Claim No. A concerning the short-paid space bills of The Statesman and ABP are contrary to the evidence placed on the arbitral record. The learned Arbitrator also omitted to take note of much of the evidence placed on record by the Petitioners in support of that claim. An

Award that omits to notice the evidence on record and erroneously rejects a claim cannot but be held to be patently illegal and opposed to the public policy of India.

***Remand to the Arbitrator for a fresh Award***

31. Consequently, the impugned order dated 8<sup>th</sup> September 2007 rejecting the Petitioners' Section 33 application and the Award dated 2<sup>nd</sup> June 2007 of the learned Arbitrator to the extent it rejects the Petitioners' claim are hereby set aside. The Petitioners' said claim i.e. short payment of space bills for insertions in The Statesman and ABP newspapers in the sum of Rs.23,82,620 together with interest thereon is remitted to the learned Arbitrator for a fresh decision in light of this judgment, on the basis of the existing pleadings, evidence and documents forming part of the arbitral record. The parties will appear before the learned Arbitrator on 24<sup>th</sup> July 2012 at 5 pm. The learned Arbitrator is requested to pass an award limited to the aforementioned claim within a period of three months thereafter. The learned Arbitrator will communicate to the parties his terms.

32. The petition is disposed of in the above terms with costs of Rs.5,000 which will be paid by the Respondent to the Petitioners through counsel within four weeks from today. A certified copy of this order along with the arbitral record shall be delivered to the learned Arbitrator by the Registry forthwith.

**S. MURALIDHAR, J.**

**JULY 3, 2012**

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