



Reserved On : 07/04/2026

Pronounced On : 22/06/2026

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

R/SPECIAL CIVIL APPLICATION NO. 558 of 2026

FOR APPROVAL AND SIGNATURE:

HONOURABLE MR. JUSTICE NIRAL R. MEHTA

Approved for Reporting	Yes	No
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PANDYA NARESH CHANDRA THROUGH POA GAURANG BHAVSAR
Versus
SHALIN INFRASTRUCTURE & ORS.

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Appearance:
MR. AH MOHAPATRA(6807) for the Petitioner(s) No. 1
MR YASHKUMAR S PANDYA(11704) for the Respondent(s) No. 1,2,3

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CORAM:HONOURABLE MR. JUSTICE NIRAL R. MEHTA

CAV JUDGMENT

1. By way of the present petition under Articles 226 and 227 of the Constitution of India, the petitioner-claimant has invoked the extraordinary jurisdiction of this Court challenging the legality and validity of the order dated 08th October, 2025 passed by the learned Arbitral Tribunal in Arbitration Case No.6 of 2025, whereby the statement of claim came



to be rejected on the ground that the petitioner had failed to produce the Power of Attorney along with the statement of claim within the time extended by the learned Tribunal.

2. FACTUAL BACKGROUND:

2.1 The petitioner is a senior citizen aged about 87 years and is presently residing in London. Respondent No.1 is a partnership firm registered under the provisions of the Partnership Act, 1932, and is engaged, inter alia, in the business of real estate development and construction of residential and commercial projects. Respondent Nos.2 and 3 are partners of respondent No.1 and are responsible for managing its day-to-day affairs.

2.2 The respondents executed three separate Agreements to Sell in favour of the petitioner and his wife in respect of three residential flats situated in the project known as Shalin Heights. Pursuant to the said agreements, the petitioner paid an aggregate sum of Rs.61,00,500/- on different dates. The respondents were obliged to execute the sale deeds and hand over possession of the said flats within a period of twelve months. However,



despite receipt of the consideration amount, the respondents neither handed over possession of the flats nor refunded the amounts paid by the petitioner.

2.3 Consequently, by notice dated 21st November, 2023, the petitioner invoked the arbitration clause contained in Clause 11 of the Agreements to Sell. Thereafter, the petitioner was constrained to approach this Court by filing Arbitration Petition No.15 of 2024, wherein, by order dated 10th January, 2025, this Court appointed Mr. I.R. Dave (Retd.), District Judge, as the sole Arbitrator to adjudicate the disputes between the parties.

2.4 Pursuant thereto, the Arbitration Centre initiated the arbitral proceedings and directed the petitioner to file the statement of claim on or before 24th February, 2025. The communication in that regard was dispatched to the petitioner's address in the United Kingdom and came to his knowledge only on 02nd March, 2025. Immediately thereafter, by an e-mail dated 03rd March, 2025, the petitioner's advocate informed the Arbitration Centre about the delayed receipt of the notice and sought extension of time for filing the statement of claim.



2.5 Owing to his advanced age and inability to travel to India, the petitioner executed a Power of Attorney in favour of Mr.Gaurang Bhavsar to represent him in the arbitral proceedings. The original Power of Attorney was dispatched for filing before the Tribunal. However, the same could not be delivered in time. Meanwhile, by an e-mail dated 08th April, 2025, the Arbitration Centre informed the petitioner's advocate that if the statement of claim was not filed by 15th April, 2025, the opportunity to do so would stand closed.

2.6 As the original Power of Attorney had not yet been received and the deadline for filing the statement of claim was imminent, the petitioner's advocate submitted the statement of claim before the Arbitration Centre on 15th April, 2025 without enclosing the Power of Attorney. On the very same day, the learned Tribunal sought clarification regarding the absence of the Power of Attorney.

2.7 By communication dated 16th April, 2025, the learned Tribunal was informed that the original Power of Attorney had not yet been received and that the same would be produced immediately upon its receipt. It was also



explained that the statement of claim had been filed without the Power of Attorney solely because the prescribed timeline for filing was expiring.

2.8 On 19th June, 2025, the petitioner deposited his share of the arbitral fees amounting to Rs.02,06,422/- with the Arbitration Centre. Thereafter, during the arbitral proceedings held on 30th September, 2025, learned counsel for the petitioner requested further time to produce the original Power of Attorney. Acceding to the request, the learned Tribunal granted time up to 08th October, 2025 for producing the same.

2.9 On 08th October, 2025, learned counsel for the petitioner was engaged in proceedings before the learned City Civil Court and, therefore, could not remain present before the learned Tribunal at 1:00 p.m. Consequently, by order of the same date, the learned Tribunal rejected the petitioner's claim solely on the ground of non-production of the Power of Attorney.

2.10 Subsequently, at about 4:00 p.m. on the very same day, learned counsel for the petitioner addressed an e-mail to the learned Tribunal



informing that the duly executed original Power of Attorney was in his possession and requested the Tribunal to recall the order rejecting the statement of claim, to take the Power of Attorney on record, and to permit substitution of the statement of claim affirmed on 08th October, 2025.

3. As the aforesaid request was not acceded to by the learned Arbitral Tribunal despite repeated requests, including telephonic communications, the petitioner, being aggrieved by the impugned order and the refusal to recall the same, has approached this Court by way of the present petition under Articles 226 and 227 of the Constitution of India.

4. Since the controversy involved in the present petition lies within a narrow compass, and having regard to the request and consent of the learned advocates appearing for the respective parties, the petition is taken up for final disposal at the stage of admission.

4.1 Rule, returnable forthwith. Learned Advocate Mr.Yashkumar Pandya waives service of notice of Rule on behalf of the respondents.

5. Heard Learned Advocate Mr.A.H. Mohapatra for the petitioner and Learned Advocate



Mr.Yashkumar Pandya for the respondents.

SUBMISSIONS OF THE PETITIONER

6. Learned Advocate appearing for the petitioner, while assailing the impugned order, advanced the following submissions:

6.1 It is submitted that the impugned order is *ex facie* illegal, arbitrary, and contrary to the provisions of the Arbitration and Conciliation Act, 1996, and, therefore, deserves to be quashed and set aside.

6.2 It is further submitted that the rejection of the statement of claim effectively amounts to termination of the arbitral proceedings, which is impermissible in law and contrary to the mandate of Section 32 of the Arbitration and Conciliation Act, 1996, read with Rule 48 of the Arbitration Centre (Domestic and International), High Court of Gujarat Rules, 2021.

6.3 Learned Advocate contended that the non-production of the Power of Attorney was merely a curable procedural defect and, therefore, could not have constituted a valid ground for rejection of the statement of claim. It is urged that an inadvertent mistake, negligence, or procedural



lapse ought not to result in denial of substantive justice. According to the learned Advocate, procedural rules are intended to facilitate and advance the cause of justice and cannot be employed as instruments to defeat or deny it. It is, therefore, submitted that the rejection of the claim solely on the ground of non-production of the Power of Attorney reflects an unduly hyper-technical approach adopted by the learned Arbitral Tribunal, which runs contrary to the object and underlying spirit of the Arbitration and Conciliation Act, 1996.

6.4 In support of the aforesaid submissions, learned Advocate has placed strong reliance upon the decision of the Division Bench of this Court in **Pahal Engineers v. Gujarat Water Supply & Sewerage Board**, rendered in **Letters Patent Appeal No.101 of 2022** and decided on 30th January, 2023.

6.5 By making above submissions, Learned Advocate for the petitioner prayed this Court to allow the petition.

SUBMISSIONS OF THE RESPONDENT

7. *Per contra*, learned Advocate appearing for the respondents, while supporting the



impugned order, advanced the following submissions:

7.1 It is submitted that the present petition under Articles 226 and 227 of the Constitution of India is not maintainable in law. According to the learned Advocate, the Arbitration & Conciliation Act, 1996 is a self-contained code providing a complete statutory mechanism, including a specific remedy under Section 34 for challenging arbitral awards. In view of the availability of such efficacious alternative remedy, it is contended that the supervisory jurisdiction of this Court under Article 227 cannot be invoked so as to convert the proceedings into an appellate forum.

7.2 It is further submitted that legal proceedings instituted by a person lacking due authority are non est in the eyes of law. Where a claimant seeks to prosecute proceedings through a Power of Attorney holder, the existence, execution, and validity of such authority are required to be established by production of the original instrument or a duly authenticated copy thereof. In the present case, despite sufficient opportunity having been granted, the petitioner failed to produce the Power of Attorney.



Consequently, it is contended that a legitimate legal presumption arises that no valid authority existed in favour of the alleged attorney holder. In such circumstances, the order passed by the learned Arbitral Tribunal rejecting the claim for want of production of the Power of Attorney cannot be said to be either illegal or unjustified.

7.3 It is further contended that the rejection of the claim on account of non-production of the Power of Attorney is, in essence, founded upon the absence of locus standi. It is submitted that where arbitral proceedings are initiated without proper authorisation, the claimant lacks the requisite standing to invoke the jurisdiction of the Tribunal. Such a defect strikes at the very root of the Tribunal's jurisdiction and, therefore, constitutes an incurable jurisdictional defect rather than a mere procedural irregularity.

7.4 Learned Advocate further submits that, having regard to the provisions of Section 32 of the Arbitration and Conciliation Act, 1996, once the claimant fails to establish the requisite *locus standi* and the proceedings are shown to have been instituted without valid authorisation,



such proceedings become legally unsustainable. Accordingly, it is contended that the impugned order passed by the learned Arbitral Tribunal is fully in consonance with Section 32 of the Act and does not suffer from any legal infirmity warranting interference by this Court.

7.5 It is lastly submitted that the petitioner hurriedly filed the statement of claim without any valid authorisation solely with a view to bring the claim within the prescribed period of limitation. It is contended that no documentary evidence has been produced by the petitioner to substantiate the assertion that the earlier Power of Attorney was lost in transit, such as proof of dispatch or acknowledgment of delivery. In the absence of any such supporting material, the explanation offered for non-production of the Power of Attorney lacks credibility. Therefore, according to the respondents, the rejection of the statement of claim by the learned Arbitral Tribunal cannot be said to constitute any error of law or jurisdiction.

7.6 To substantiate the aforesaid contention, Learned Advocate has placed heavy reliance on the decision of the Apex Court in



case of **Dalip Singh v. State of U.P.** reported in **(2010) 2 SCC 114.**

7.7 By making above submissions, Learned Advocate requested this Court to dismiss the petition.

8. I have heard Learned Advocates for the respective parties and have gone through the materials produced on record. No other and/or further submissions have been canvassed by Learned Advocates for the respective parties except what are stated hereinabove.

QUESTION OF LAW

9. Having heard the learned advocates appearing for the respective parties and upon consideration of the material placed on record, the principal question that arises for determination by this Court is:

"Whether the learned Arbitral Tribunal was justified in rejecting the statement of claim and consequently terminating the arbitral proceedings solely on the ground of non-production of the Power of Attorney, and whether such non-production constitutes a curable procedural irregularity or an incurable jurisdictional defect affecting the claimant's locus standi, having regard to the provisions of



Sections 25(a) and 32(2)(a), (b) and (c) of the Arbitration and Conciliation Act, 1996?"

10. Before deciding the aforesaid question, in my view, certain basic facts are necessary to be considered as under:

(i) Coordinate Bench of this Court in Petition Under Arbitration Act No.15 of 2024 passed following order on 10th January, 2025.

"1. The dispute raised with regard to appointment of the arbitrator at the pre-referral stage is about the merit of the claim of the petitioner, which cannot be examined by this Court.

2. Having heard learned counsels for the parties, this Court finds that there exists an arbitration agreement and the notice was duly sent to the respondents invoking arbitration clause. I, therefore, allow the petition.

3. Hence, I pass the following

ORDER

(i) Petition is allowed.

(ii) Mr. I.R. Dave, Retd. District Judge, residing at 14, Savita Society, Near Naranpura Railway Crossing, Ahmedabad, Mob.9426700531, email. iles.h.dave56@gmail.com is hereby appointed as the sole Arbitrator to resolve the disputes between the parties in accordance



with the Arbitration Centre (Domestic and International), High Court of Gujarat Rules, 2021. Both Parties would also be governed by said Rules.

(iii) Registry to communicate this order to the sole Arbitrator forthwith by Speed Post.

(iv) Pending application/s, if any, stands consigned to records."

(ii) Pursuant thereto, the Arbitration Centre issued a communication directing the petitioner to file the statement of claim on or before 24th February, 2025.

(iii) The said communication was dispatched to the petitioner at his address in the United Kingdom. However, the same was actually received by the petitioner only on 02nd March, 2025, upon his arrival in London.

(iv) Immediately thereafter, on 03rd March, 2025, an e-mail was addressed to the Arbitration Centre informing it of the delayed receipt of the notice and requesting an extension of time for filing the statement of claim.

(v) In response thereto, the Arbitration Centre, by e-mail dated 08th April, 2025, informed the learned Advocate for the petitioner that the statement of claim should be filed on or before



15th April, 2025.

(vi) As the original Power of Attorney had not been received by 15th April, 2025, the petitioner, in order to comply with the timeline prescribed by the Arbitration Centre, filed the statement of claim on the said date without annexing the Power of Attorney.

(vii) On the very same day, i.e., 15th April, 2025, the learned Arbitral Tribunal called upon the learned Advocate for the petitioner to clarify the position regarding the Power of Attorney. In response, on 16th April, 2025, the learned Advocate apprised the Tribunal that the original Power of Attorney had not yet been received and would be produced upon its receipt. Thereafter, during the proceedings held on 30th September, 2025, the learned Advocate sought further time to place the original Power of Attorney on record, and the learned Tribunal granted time up to 08th October, 2025 for the said purpose.

(viii) On 08th October, 2025, the learned Advocate for the petitioner was occupied in proceedings before the learned City Civil Court and, consequently, could not remain present before the learned Arbitral Tribunal. In his



absence, the learned Tribunal proceeded to reject the petitioner's claim for want of production of the Power of Attorney. However, later on the very same day, at about 4:00 p.m., the learned Advocate approached the learned Tribunal and requested it to recall the said order by accepting the amended statement of claim together with the original physical copy of the duly executed Power of Attorney.

11. At the outset, so as to answer the aforesaid question, key objectives of the Act, 1996 deserve to be kept in mind. The same are thus stated as under:

- (1) *Minimisation of the supervisory role of courts.*
- (2) *Providing speed disposal of the disputes.*
- (3) *Act provides for an amicable, swift and cost-efficient settlement of dispute.*
- (4) *Resolving the dispute between the parties a formal award of the court of arbitration.*
- (5) *Ensuring that arbitration proceedings are just, fair and effective.*
- (6) *It is an Act that regulates the domestic arbitration etc.*

11.1 Upon a conjoint reading of the aforesaid



objectives, it becomes evident that one of the cardinal purposes underlying the Arbitration and Conciliation Act, 1996 is to ensure that arbitral proceedings are conducted in a just, fair, efficient, and effective manner, while simultaneously minimising judicial intervention and facilitating expeditious resolution of disputes through enforceable arbitral awards. In other words, the learned Arbitral Tribunal is expected to adopt a purposive, pragmatic, and holistic approach so as to secure speedy adjudication without compromising the principles of fairness and justice. The Tribunal is, therefore, not expected to adopt an unduly hyper-technical or pedantic approach which has the effect of frustrating the very object of the Act and unnecessarily enlarging the supervisory role of the constitutional courts.

12. Keeping in mind the aforesaid undisputed facts as well as key objectives of the Act, certain provisions of the Act deserve due consideration so as to decide the aforesaid question in its correct perspective as under:

"25. Default of a party.—Unless otherwise agreed by the parties, where, without showing sufficient cause,—

(a) the claimant fails to communicate his



statement of claim in accordance with sub-section (1) of section 23, the arbitral tribunal shall terminate the proceedings;

(b) the respondent fails to communicate his statement of defence in accordance with sub-section (1) of section 23, the arbitral tribunal shall continue the proceedings without treating that failure in itself as an admission of the allegations by the claimant and shall have the discretion to treat the right of the respondent to file such statement of defence as having been forfeited.

(c) a party fails to appear at an oral hearing or to produce documentary evidence, the arbitral tribunal may continue the proceedings and make the arbitral award on the evidence before it."

"32. Termination of proceedings.-

(1) The arbitral proceedings shall be terminated by the final arbitral award or by an order of the arbitral tribunal under sub-section (2).

(2) The arbitral tribunal shall issue an order for the termination of the arbitral proceedings where-

(a) the claimant withdraws his claim, unless the respondent objects to the order and the arbitral tribunal recognises a legitimate interest on his part in obtaining a final settlement of the dispute,

(b) the parties agree on the



termination of the proceedings, or

(c) the arbitral tribunal finds that the continuation of the proceedings has for any other reason become unnecessary or impossible.

(3) Subject to section 33 and sub-section (4) of section 34, the mandate of the arbitral tribunal shall terminate with the termination of the arbitral proceedings."

"48. TERMINATION OF PROCEEDINGS :-

48.1 The arbitral proceeding shall be terminated by the final Arbitral Award or by order of the Arbitral Tribunal under sub-rule(2);

48.2 The Arbitral Tribunal shall issue an order for the termination of the arbitral proceedings where :

- a) The Claimant withdraws his Claim unless the Respondent objects to the order and the Arbitral Tribunal recognizes a legitimate interest on his part in obtaining a final settlement of the dispute.*
- b) The parties agree on the termination of the proceedings.*
- c) The Arbitral Tribunal finds that the continuation of the proceedings has, for any other reason, become unnecessary or impossible."*

13. 13. Upon a conjoint reading of Sections 25 and 32 of the Arbitration and



Conciliation Act, 1996, read in conjunction with Rule 48 of the Arbitration Centre (Domestic and International), High Court of Gujarat Rules, 2021, this Court finds that the legislature has exhaustively delineated the circumstances under which arbitral proceedings may be terminated. Section 32(1) unequivocally mandates that arbitral proceedings shall ordinarily stand terminated only by the making of a final arbitral award, subject to the limited exceptions carved out under clauses (a), (b), and (c) of subsection (2) thereof.

Section 32(2) empowers the Arbitral Tribunal to terminate the proceedings by an order only in the contingencies specifically enumerated under clauses (a), (b), and (c). Likewise, Section 25 contemplates certain defaults on the part of the parties to the arbitral proceedings and confers upon the Tribunal the authority to act in the manner prescribed under clauses (a), (b), and (c) thereof, including termination of proceedings in the situations expressly envisaged by the statute.

A cumulative and harmonious construction of Sections 25 and 32, therefore, makes it abundantly clear that the power of the Arbitral Tribunal to terminate arbitral proceedings is not



unbridled but is circumscribed by the contingencies expressly contemplated under Sections 25(a), (b), (c) and 32(2)(a), (b), (c) of the Act. The statute does not confer any general or residuary power upon the Tribunal to terminate the proceedings or reject the claim dehors the circumstances specifically provided therein.

Conversely, in view of the mandate contained in Section 32(1), the normal rule is that arbitral proceedings must culminate in a final arbitral award rendered on the merits of the dispute. Accordingly, save and except in the situations expressly envisaged under Sections 25(a), (b), (c) and 32(2)(a), (b), (c), the Arbitral Tribunal remains under a statutory obligation to adjudicate the disputes before it and pronounce a final arbitral award. Any termination of proceedings outside the scope of the aforesaid statutory provisions would not be in consonance with the scheme and legislative intent underlying the Act.

14. Keeping in view the aforesaid statutory scheme and the settled principles governing arbitral proceedings, if the facts of the present case are examined, this Court is of the considered opinion that the learned Arbitral



Tribunal has acted in a manner inconsistent with the object, purpose, and legislative intent underlying the Arbitration and Conciliation Act, 1996. Arbitration, being an alternate dispute resolution mechanism, is intended to facilitate expeditious and effective adjudication of disputes on their merits. Consequently, the Arbitral Tribunal is expected to adopt a pragmatic and justice-oriented approach rather than one founded upon undue technicalities.

In the facts of the present case, the learned Tribunal was not justified in rejecting the statement of claim and thereby bringing the arbitral proceedings to an end merely on account of non-production of the original Power of Attorney. Such a course of action is neither contemplated under Section 32 of the Act read with the relevant Rules of 2021 nor sustainable within the framework of Section 25(a) of the Act. The contingencies in which arbitral proceedings may be terminated are specifically enumerated under Sections 25 and 32, and no additional grounds can be imported by judicial interpretation or procedural rigidity.

In the considered view of this Court, non-production of the Power of Attorney does not fall within any of the contingencies contemplated



under Section 32(2) (a), (b), or (c) of the Act so as to justify termination of the proceedings by rejecting the claim. Consequently, the order impugned, having the effect of terminating the proceedings without adjudication on merits and without rendering a final arbitral award, travels beyond the jurisdiction vested in the learned Tribunal and cannot be sustained in law.

It is true that in an appropriate case involving default on the part of the claimant, the learned Tribunal may invoke the provisions of Section 25(a) and act in accordance therewith. However, even in such circumstances, the statute does not contemplate rejection of the claim on merits on account of a curable procedural lapse such as non-production of a Power of Attorney. Once the contingencies contemplated under Section 32(2) are absent, the Tribunal is ordinarily expected to adjudicate the dispute and conclude the proceedings by rendering a final arbitral award.

14.1 The impugned order reveals that the claim came to be rejected solely on the ground that the petitioner failed to produce the original Power of Attorney within the time stipulated by the learned Tribunal. Such a ground, in the opinion of this Court, does not



fall within the ambit of Section 32(2)(a), (b), or (c) of the Act. At the highest, the circumstances could have attracted the provisions of Section 25(a), empowering the Tribunal to deal with the claimant's default in the manner contemplated by the statute. However, the learned Tribunal appears to have overlooked the distinction between termination of proceedings in accordance with the statutory scheme and outright rejection of the claim on a procedural ground.

The approach adopted by the learned Tribunal is inconsistent with the fundamental principles governing arbitral adjudication. The jurisdiction vested in an arbitral tribunal is intended to facilitate adjudication of disputes on their substantive merits and not to defeat legitimate claims by resorting to hyper-technical procedural objections, particularly where the defect is capable of rectification. In that view of the matter, the rejection of the claim solely on account of non-production of the Power of Attorney amounts to an exercise of jurisdiction not sanctioned by the provisions of the Act and is therefore liable to be characterised as jurisdictionally erroneous.

This Court is, therefore, satisfied that the present case warrants exercise of its



supervisory jurisdiction under Article 227 of the Constitution of India, as failure to interfere would result in denial of adjudication on merits and consequent miscarriage of justice.

14.2 It is equally well settled that a Power of Attorney or authorisation to represent a party is essentially a matter of procedural compliance. Any deficiency in that regard is ordinarily curable and does not, by itself, extinguish the substantive rights of the claimant or render the underlying claim non-maintainable. Such a defect cannot ordinarily be elevated to the status of an incurable jurisdictional infirmity unless the facts unmistakably warrant such a conclusion.

In the present case, it is an admitted position that on the very date on which the impugned order was passed, the learned Advocate for the petitioner approached the learned Tribunal with the original Power of Attorney and offered an explanation for his inability to remain present at the scheduled time. In such circumstances, the ends of justice required the learned Tribunal to adopt a liberal and pragmatic approach by permitting the procedural defect to be cured rather than foreclosing the adjudicatory process altogether.



The object of arbitration is to secure speedy and effective resolution of disputes and not to defeat substantive rights by insistence upon rigid procedural formalities. Even assuming that the petitioner had committed a default attracting Section 25(a) of the Act, the Tribunal was required to exercise its powers within the confines of the statutory framework and could not reject the claim in a manner resulting in denial of adjudication on merits. The course adopted by the learned Tribunal, therefore, reflects an unduly technical application of procedural requirements at the cost of substantive justice and does not accord with the spirit of the Arbitration and Conciliation Act, 1996.

15. The decisions relied upon by the learned advocates for the respective parties have been carefully considered. However, upon examination of the factual matrix and the legal issues involved therein, this Court is of the opinion that the said authorities are clearly distinguishable on facts and do not govern the controversy arising in the present case. The ratio laid down therein, therefore, does not advance the case of either side.

16. For the foregoing reasons, the petition



succeeds and is accordingly allowed with the following directions:

- (i) The impugned order dated 08th October, 2025 passed by the learned Arbitral Tribunal in Arbitration Case No.6 of 2025 is hereby quashed and set aside;
- (ii) The arbitral proceedings in Arbitration Case No.6 of 2025 are restored to the file of the learned Arbitral Tribunal;
- (iii) The petitioner shall be at liberty to place on record the appropriate Power of Attorney together with the amended statement of claim within a period of one week from the date of receipt of the writ of this order;
- (iv) Upon such compliance, the learned Arbitral Tribunal shall take the said documents on record, proceed with the arbitral proceedings from the stage at which the procedural defect was noticed, and adjudicate the disputes on their own merits strictly in accordance with law, uninfluenced by any observations made in the impugned order.

17. It is clarified that this Court has not



expressed any opinion on the merits of the disputes between the parties. All questions of fact and law are expressly kept open for determination by the learned Arbitral Tribunal, which shall decide the proceedings independently and in accordance with law on the basis of the evidence and submissions that may be placed before it.

Rule is made absolute accordingly.

(NIRAL R. MEHTA, J)

ANUP