



2026:AHC:49005-DB

HIGH COURT OF JUDICATURE AT ALLAHABAD

APPEAL UNDER SECTION 37 OF ARBITRATION AND CONCILIATION ACT 1996 DEFECTIVE No. - 5 of 2026

The State of Uttar Pradesh and another

.....Appellant(s)

Versus

Ompal Singh

.....Respondent(s)

Counsel for Appellant(s) : Rajiv Singh (S.C.)

Counsel for Respondent(s) : Deepak Singh, Jitendra Singh, Sumit Goyal

Chief Justice's Court

HON'BLE ARUN BHANSALI, CHIEF JUSTICE

HON'BLE KSHITIJ SHAILENDRA, J.

1. The appeal is barred by 24 days. An application under Section 5 of the Limitation Act has been filed seeking condonation of delay. Though the reply contesting the application and rejoinder thereof have been filed, the application has not been seriously opposed and the matter has been argued on merits.
2. Looking to the cause indicated in the application seeking condonation of delay, the same is found to be sufficient and, therefore, the application is allowed. The delay in filing the appeal is condoned.
3. This appeal under Section 37 of the Arbitration and Conciliation Act, 1996 ('the Act') is directed against judgement dated 20.09.2025 passed by the Commercial Court No. 1, Meerut, whereby the application filed by the appellants under Section 34 of the Act against arbitral award dated 30.11.2019 has been dismissed.
4. Tenders were invited by the appellants for restoration, strengthening internal section of Right Akbarpur Dy. From Km. 0.000 to Km. 31.720 and repair of Main Gates of Dy. and Minors, head and tail walls of outlets. The respondent submitted his tender alongwith the required earnest money. The tenders were opened on 22.10.2012. The offer of the

respondent was found to be most acceptable and work was awarded. The requisite security amount for performance of contract was deposited and agreement was executed for value of Rs. 37,41,395/-. The date of commencement of the work was 12.11.2012 which was required to be completed by 26.12.2012.

5. Certain differences and disputes arose between the parties and the Chief Engineer (Ganga) Irrigation and Water Resources Department, Uttar Pradesh, Meerut appointed Sole Arbitrator for adjudication of the disputes. The Arbitrator passed the award on 30.11.2019. The Arbitrator awarded a sum of Rs. 21,27,600/- towards payment of work done, cost of arbitration, interest for pre award and post award.

6. Feeling aggrieved, the appellants filed application under Section 34 of the Act. The Commercial Court framed four issues and after hearing the parties, recorded its findings on the said issues and in the end, came to the conclusion that not only reasoning of the Sole Arbitrator is logical but all the material and evidences were taken note of by the Arbitrator. Cogent grounds, sufficient reasons were assigned in reaching the just conclusion and no error of law or misconduct was apparent on the face of record. The award was supported by sound reasons and was based on due appreciation of evidence, the same is not against any public policy or against terms of contract. Consequently, the application under Section 34 of the Act was dismissed.

7. Learned counsel for the appellants made vehement submissions that the Arbitrator and the Commercial Court fell in error in passing the award and dismissing the application, respectively. Submissions were made that the crucial aspect pertaining to the fact that the 3rd running bill was prepared in Measurement Book by the Junior Engineer and the same was not approved by the concerned Assistant Engineer, was not taken into consideration and, therefore, no question arose for making payment to the claimant, as directed by the Sole Arbitrator.

8. Further submissions were made that the claim was *ex-facie* barred by limitation, which aspect has not been appropriately dealt with by the Arbitrator and the Commercial Court and on that count also, the award suffered from patent illegality and the same was liable to be set aside.

9. Counsel for the respondent supported the award as well as the judgement passed by the Commercial Court. Submissions were made that the Arbitrator as well as the Commercial Court have exhaustively dealt with the factual and legal aspects involved in the matter and have come to a conclusion based on the material. The allegations about the bill having been prepared by incompetent authority was neither raised before the Arbitrator nor in the application under Section 34 of the Act and the plea now sought to be raised besides being baseless, has no substance. The Commercial Court has exhaustively dealt with the limitation aspect and has come to the conclusion that the respondents have clearly acknowledged their liability and based on the said acknowledgement, the claim was within time and as such, the appeal deserves dismissal.

10. We have considered the submissions made by counsel for the parties and have perused the material available on record.

11. The Commercial Court, based on the plea raised in the application under Section 34 of the Act, framed following issues for consideration:-

"1. Whether the Arbitral Award dated 30-11-2019 passed by Ld. Sole Arbitrator in Contract Agreement No. 25/E.E./2012-13 between Ompal Singh versus State of U.P. (Ministry of Irrigation and Water Resources Department U.P.) through Executive Engineer Anoopshahar Branch Division Ganga Canal, Meerut (U.P.) and One Other, liable to be set aside on the grounds as stated by the Applicants in their application under Section 34 of the Arbitration Act?

2. Whether the claim of the Opposite Party is time barred?

3. Whether the Ld. Arbitrator has not passed the award within the prescribed period?

4. Whether regarding claim No. 4 related to interest, the conclusion drawn by the Ld. Arbitrator is incorrect, excessive and contrary to the principles of law?"

12. All the four issues were separately dealt with and categorical findings have been recorded upholding the award with reference to the law laid down by Hon'ble Supreme Court. Various pleas sought to be raised pertaining to the alleged deficiency in the award were exhaustively dealt with.

13. The crucial letter, which essentially concludes the entire plea raised by the appellants, reads as under:-

“कार्यालय अधिशासी अभियन्ता

अनूपशहर शाखा खण्ड गंगा नहर, मेरठ

पत्रांक / अशाख / 13 वित्त दिनांक

विषय- अधिशासी अभियन्ता, अनूपशहर शाखा खण्ड गंगा नहर मेरठ के द्वारा गठित अनुबन्ध सं. 25/ई.ई./ 2012-13 के अन्तर्गत किये गये कार्य के भुगतान के सम्बन्ध में।

संदर्भ- आपका पत्रांक 10181/मु0अ0 गंगा/सी-1/ प्रथम दिनांक 20-09-2016

मुख्य अभियन्ता (गंगा) सिंचाई एवं जल संसाधन विभाग, उ.प्र. मेरठ।

कृपया उपरोक्त विषयक संदर्भित पत्र का अवलोकन करने का कष्ट करें, जिसके द्वारा प्रश्नगत प्रकरण में आख्या/कृत कार्यवाही से अवगत कराने हेतु निर्देश दिये गये हैं। प्रश्नगत प्रकरण में अभिलेखों के आधार पर अवगत कराना है कि **अनुबन्ध सं. 25/ई.ई./2012-13 अधिशासी अभियन्ता अनूपशहर शाखा खण्ड गंगा नहर मेरठ एवं ठेकेदार श्री ओमपाल सिंह ग्राम व पो. स्याल जिला मेरठ के मध्य गठित हुआ था**, जिसके अन्तर्गत राईट अकबरपुर राजवाहे के आन्तरिक अनुभाग की पुर्नस्थापना, राजवाहा व माइनर के मेट गेटों की मरम्मत एवं कुलाबे के हैड व टेल वाल के मरम्मत एवं पुनर्स्थापना के कार्य हेतु कि.मी. 0.00 से कि.मी. 31.720 तक प्रस्तावित था। **उक्त कार्य निर्धारित समय सीमा के अन्तर्गत पूर्ण हो चुका था।** उपरोक्त कार्य 13 वें वित्त आयोग द्वारा संस्तुत अनुदान के क्रियान्वयन हेतु लेखाशीर्षक 9400-2700-04-80-800-05-01-29 के अन्तर्गत कराया गया था। उक्त अनुबन्ध के अन्तर्गत कुल धनराशि रुपये 34.86 लाख का कार्य ठेकेदार द्वारा सम्पादित किया गया, जिसमें से ठेकेदार को रुपये 22.00 लाख का भुगतान वित्तीय वर्ष 2012-13 में किया जा चुका है। **धनराशि रुपये 12.86 लाख का भुगतान श्री ओमपाल सिंह ठेकेदार को किया जाना अभी शेष है।**

वर्तमान में उक्त परियोजना के अन्तर्गत कोई धनराशि खण्ड में उपलब्ध नहीं है। अतः आप से निवेदन है कि उपरोक्तानुसार धनराशि रुपये 12.86 लाख का आवंटन इस खण्ड को कराने हेतु अग्रिम आवश्यक कार्यवाही करने की कृपा करें।

ह./-

अधिशासी अभियन्ता,

अनूपशहर शाखा खण्ड गंगा नहर,

मेरठ।

पत्रांक 3142/अशाख/13 वित्त तदिनांक 24.10.2016

प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित है।

1. अधीक्षण अभियन्ता, प्रथम मण्डल सिंचाई कार्य मेरठ को उनके पत्रांक 8867/प्रथम / डब्लू -46/ अनूप. दिनांक 30.09.2016 के संदर्भ में।
2. सहायक अभियन्ता, प्रथम अनूपशहर शाखा खण्ड गंगा नहर मेरठ को इस कार्यालय के पत्रांक संख्या 2689/अशाख/दिनांक 09.09.2016 के संदर्भ में।
3. श्री ओमपाल सिंह, ठेकेदार, गांव व पो. स्याल, जिला मेरठ को उनके पत्रांक शून्य दिनांक

शून्य के सन्दर्भ में।

4. प्रारूपकार।

5. श्री भीम सिंह लेखा लिपिक तृतीय (वाद लिपिक) अनूपशहर शाखा खण्ड गंगा नहर, मेरठ को उक्त संदर्भित पत्र की छायाप्रति सहित।

ह./-

अधिशायी अभियन्ता,

अनूपशहर शाखा खण्ड गंगा नहर,

मेरठ।”

14. A perusal of the above letter would reveal that the Executive Engineer has clearly indicated that the work was completed within the sanctioned time period. A sum of Rs. 12.86 lakhs was required to be paid to the contractor and as presently under the Scheme, no amount was available, the sum of Rs. 12.86 lakhs be disbursed for taking steps. The letter was endorsed to the Superintending Engineer, Assistant Engineer etc.

15. The fact that the work was completed within time and only for lack of funds under the Scheme, the amount could not be paid to the contractor and acknowledging that a sum of Rs. 12.86 lakhs was outstanding, concludes the entire dispute inasmuch as the plea raised for the first time regarding the Measurement Book having been signed by the Junior Engineer loses its significance once the Executive Engineer has acknowledged the liability in question.

16. Further, the fact that by letter dated 24.10.2016, the liability was clearly acknowledged by the Executive Engineer and within three years of the said acknowledgement i.e. in the year 2018, the notice for appointment of Arbitrator was issued, which under Section 21 of the Act amounts to commencement of the arbitration proceedings, the claim has rightly been held to be within limitation, as such, the plea sought to be raised in the present appeal, apparently, also has no substance.

17. It is settled law that for questioning the validity of an award, the appellants are required to make out a case within the parameters of Section 34 of the Act, which the appellants have miserably failed. The Commercial Court has minutely and exhaustively dealt with each and every aspect of the award and the pleas raised under four issues framed by

it and has come to a just conclusion. The appellants have failed to point out any perversity worth the name in any of the findings recorded.

18. Consequently, we do not find any reason to interfere with the judgement impugned. The appeal has no substance, the same is, therefore, **dismissed.**

(Kshitij Shailendra,J.) (Arun Bhansali,CJ.)

March 10, 2026

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