

उप निदेशक (प्रणाली) - वि. वि. प्र. प्र.
Dy. Director (Systems) - M. DDA
आपरी नं० / Dairly No. 2562
दिनांक / Date 01/04/24

निदेशक (प्रणाली) वि. वि. प्र. प्र.
आपरी नं० 1342
दिनांक 27/3/24



दिल्ली विकास प्राधिकरण
DELHI DEVELOPMENT AUTHORITY
ई.एम. सचिवालय
E. M's SECRETARIAT

No. EM2(3)2024/DWK/215/DDA/ 192

Dated: 26/3/24

MINUTES OF THE 883rd MEETING OF ASB HELD ON 22.03.2024 IN THE CHAMBER OF CE(HQ), DDA

883rd Meeting of Arbitration Scrutiny Board (ASB) under the chairmanship of CE(HQ), DDA was held on **22.03.2024** at **04:00 P.M.** in the chamber of FM, DDA to deliberate the Arbitral award in the matter of **M/s Subhash Chander Vs DDA** for the following work: -

N.O. W : D/o Main Land including construction of 60m & 45m Master Plan roads in Dwarks Project Phase-II (D/o Sector-23(b), 24, 25 & 26)
SH : Providing & laying peripheral sewer line in sector-25, Dwarka, Ph-II
Agency : M/s Subhash Chander.
Agmt .No. : 24/EE/WD-3/DDA/2017-18

The Agenda note has been submitted by the CE (Dwarka) through e-office (Computer No. 75564) on dated 20.03.2024.

The meeting was attended by the following officers: -

1. Shri Sanjay Kumar Khare	CE(HQ) DDA	Chairman
2. Shri Ajay Kumar Agarwal	CE(Dwarka)	Executive Member
3. Shri Ajay Gupta	Director(Finance)	Member
4. Shri Vinod Kumar	Dy. CLA-III	Member
5. Shri Amit Singh	Dir. (Works)	Member, Secretary

BRIEF HISTORY OF THE CASE IS AS UNDER: -

1. The above work was awarded to M/s Subhash Chander vide letter no. F31(1695)EE/WD-3/DDA/A/958 dated 09/11/2017.
2. The agency approached the Hon'ble High Court of Delhi under section 11 of the arbitration and conciliation act vide order dated 17/01/2022, in arbitration petition no. 1085 of 2021, the Hon'ble High Court of Delhi appointed Sh. Amar Nath as the sole arbitrator in the matter.
3. 16 (Sixteen) number of claims were put forth by the claimant against which the Sole Arbitrator has awarded 16 claims in favour of the claimant on 27/01/2024.
4. The total amount awarded in favour of the claimant is **Rs. 63,55,493.00** (Rupees Sixty three lakh fifty five thousand four hundred and ninety three only) including interest thereon @ 9% p.a from the date of filling the SOC till the date of award i.e. 27.01.2024 within 60 days plus Rs. 2,50,000/- for cost of Arbitration proceeding in the favour of claimant.

After receiving the said arbitration award to the agency EE/DPD-5/DDA approach the panel lawyer entrusted for the case SLO(Engg.) opinions regarding the arbitration award.

RECOMMENDATION BY EE/DPD-5/DDA

As opinion by the panel lawyer and endorsed by the SLO undersigned has evaluated the claims a summary of the decisions regarding the acceptance / public challenge of the award is elucidated dated as below: -

The total amount awarded in the favour of the claimant is INR **63,55,493.00** (Rupees Sixty three lakh fifty five thousand four hundred and ninety three only). The amount in INR 70,000.00 may be accepted to avoid further litigation and interest cost. The details are as below: -

Claim No.	Brief claim by the claimant	Claimed Amount (Rs.)	Awarded Amount (Rs.)	Amount may be accepted (Rs.)	Reasons / Recommendation of EE/DPD-5
1	The claimant claimed that the letter dated 20/12/2019 was fraudulently obtained by the Engineer-in-charge.	-Nil-	-Nil-	---	No claim was raised by the claimant under claim 1 but a statement was filed under claim 1. The undertaking letter dated 20/12/2019 was submitted in the division office by the agency on its letter head wilfully. Later the denial of the same should not be accepted. Hence, it should be challenged.
2	Delaying in release of 7 th & final bill.	Rs. 6983.00 + 18% interest from the date it was due.	-Nil-	---	Nil award. Agreed.
3	On account of disposal/spread of surplus quantity of earth remaining after backfilling work executed.	Rs. 2,30,400.00 + 18% interest from the date it was due.	Rs. 2,30,400.00 + interest @9% per annum from the date of filing the statement of claims	-Nil-	The excess quantity remaining after the back filling was to be disposed off/levelled and the activity was already part of the agreement item no. 1 i.e. Earth work in excavation by mechanical means (Hydraulic excavator) / manual means over areas (exceeding 30cm in depth. 1.5m in width as well as 10 sqm on plan) including disposal of excavated earth, lead upto 50m and lift upto 1.5m, disposed earth to be levelled and neatly dressed.

					Hence, recommended for challenge.
4	On account of difference in rates payable and rates paid against quantity of agreement item no. 2 ...	Rs. 8,37,588.00 + 18% interest from the date it was due.	Rs. 70,272.00 + interest @9% per annum from the date of filing the statement of claims	-Nil-	<p>As per agreement, the rate for payment for deviated quantity beyond 100% was to be market rate. The approved market rate by the then SE/CC-17 (Now DCC-3) was Rs. 73.55.</p> <p>However, against this item no 2 of the agreement @ Rs. 72.00 per cum had been agreed upon by both the parties as per the agencies consent letter.</p> <p>It was further incorporated in the e-bill also accepted by the claimant. But the award of Rs. 70,272.00 is based on difference of rate i.e. Rs. 73.55 - 72.00 = 1.55.</p> <p>Since, the payment @72.00 per cum was accepted by both the parties and accordingly paid. Hence, claim is recommended for challenge.</p>
5	On A/c of wrong derivation of rates for Extra/substitute items ...	Rs. 49,18,616.00 + 18% interest from the date it was due.			
5.1	Wrong derivation of rates for Extra Items which are directly available in DSR.		Rs. 3,68,863.00 + interest @9% per annum from the date of filing the statement of claims	-Nil-	<p>As per record of approved rates for extra items were passed considering DSR 14 + Cost Index. In addition, contractor's enhancement is also considered in some of the items under EIS-1. The bill on the basis of these rates were accepted by the agency without protest.</p> <p>Now, as per award, DSR 2018 has been considered as</p>

					<p>market rates for work executed in that period. But DSR 2018 was published on 14/12/2018 i.e. after the record of completion of work on 06/09/2018.</p> <p>Hence, recommended for challenge.</p>
5.2	Wrong derivation of rates for Extra Items which are directly not available in DSR.		The claim is rejected being not pressed.	---	Agreed.
5.3	Wrong derivation of rates for substitute Item which is directly not available in DSR.		Rs. 43,53,153.00 + interest @9% per annum from the date of filing the statement of claims	-Nil-	<p>The SIS was sanctioned by CE(DWK) Office on dated 21.06.2018 considering market rates.</p> <p>The bill on the basis of these rates were accepted by the agency without protest. Now, the award states that the substitute item is to be paid as per the rates submitted by the agency i.e. Rs. 10,664.40 per meter and calculate a difference of Rs. 3595.30 (10664.40-7065.10) per meter by subtracting the already paid rates by the department from the agencies rates.</p> <p>The rates derived by the department was based on the market rates and in compliance to the procedure defined in the agreements clause 12.</p> <p>Hence, recommended for challenge.</p>
6	On account of wrongly withheld in 2 nd R/A bill on 30/03/2018 on A/c of QC inspection ...	Rs. 70,000.00 + 18% interest from the date it was due.	Rs. 70,000.00 + interest @9% per annum from the date of filing the statement of claims	Rs. 70,000.00	The agency was informed about the observation of QAC with site rectification points. The agency is claiming that the rectification was made. The defect

					liability period has already elapsed. Hence, accepted and process to release of withheld amount has been initiated.
7	Release of bank guarantee submitted by claimant and withheld amount under security deposit ...	Rs. 69,049.00 + 18% interest from the date it was due.	Rs. 69,049.00 + interest @9% per annum from the date of filing the statement of claims	-Nil-	A net recovery amounting to (-) Rs. 1,85,609/- pending against 10C & 10CA. The department needs to have some withheld amount for recovery. The award needs to be challenged .
8	Reimbursement under clause 10C & 10CA ...	Rs. 6,01,149.00 + 18% interest from the date it was due.	-Nil-	---	Agreed.
9	On A/c of GST/SGST wrongly deducted by the department	Rs. 575240.00 + 18% interest from the date it was due.	-Nil-	---	The claim was withdrawn during the course of arguments and the same are rejected being not pressed. Hence, agreed.
10	On A/c of work executed by the claimant, admitted and paid by the respondent and thereafter denied and recovered in subsequent bill ...	Rs. 49066.00 + 18% interest from the date it was due.	-Nil-	---	The claim was withdrawn during the course of arguments and the same are rejected being not pressed. Hence, agreed.
11	On account of damages toward additional overheads, infrastructure, staff ...	Rs. 14,75,071.00 + 18% interest from the date it was due.	-Nil-	---	Hence, agreed.
12	On account of un contemplated an unwarranted expenditure incurred towards reimbursement of additional bank charges ...	Rs. 25,144.00 + 18% interest from the date it was due.	-Nil-	---	Agreed.
13	On A/c of security deposit	Rs. 25,227.00	-Nil-	---	The claim was withdrawn during the course of arguments and the same are rejected being not pressed. Hence, agreed.
14	GST @ 18% per annum on A/c of		-Nil-	---	Agreed.

	amount to be awarded ...				
15	Pre-suit interest @18% per annum from the date of due till the date of invocation of award ...	Rs. 21,194.00 + interest	Rs. 21,194.00 + interest @9% per annum from the date of filing the statement of claims	---	The award needs to be challenged .
16	On account of cost of arbitration proceedings ...	Rs. 10,00,000.00 + interest	Rs. 2,50,000.00	-Nil-	The cost in respect of which the Arbitration has awarded Rs. 2.5 lacs is without any document or evidence on the basis of which the said amount has been awarded. Hence, the award needs to be challenged.
		Summary of award amount	Rs. 51,82,931.00 + Rs. 2,50,000.00 + Rs. 9,22,562.00 (Interest @9% per annum from 05/02/2022 i.e. date of filing of claim till 27/01/2024 i.e. date of award)		Summary of accepted amount :- Rs. 70,000.00
		Total	Rs. 63,55,493.00		Rs. 70,000.00

RECOMMENDATION BY SE/DCC-3

I agree with the recommendation of EE/DPD-5

OPINION OF THE PANEL LAWYER (SH. VAIBHAV AGNIHOTRI)

The Award dt 27.01.2024 has been passed by the Sh. Amar Nath, Retd ADJ allowing some claims and rejecting some claims in favor of DDA. The Copy of the Award has been already been forwarded to the Department. The relevant details of the Award is as follows

Claim No.	Particulars	Pg. No(s).
2.	Claim withdrawn.	30

3.	<p>Rs. 2,30,400/- on account of work executed plus further interest @18% per annum from the date it was due i.e. 05.06.2019 till realisation.</p> <p>"The undisputed excavation of 53,280.94 Cum, with 48,288.53 Cum reused on- site. The remaining 4,992.41 Cum required removal, undertaken by the claimant as an extra item at prevailing market rates (Rs.46.15 per cum), justifying a claim of Rs.2,30,400 under the non-agreement item clause."</p>	30
4.	<p>For Rs. 8,37,588/- on account of difference in the rates payable and rates paid against quantities of agreement item No.2 that have been deviated beyond permissible deviation limits, and further interest @18% per annum from the date it was due i.e. 05.06.2019</p> <p>"The claimant submitted a fixed-price bid without an escalation clause. Deviations in agreement item No. 2, regarding excavation, led to a 83.3% excess beyond permissible limits. Clause 12.2 outlined payment procedures for deviations, with the claimant demanding prevailing market rates. The respondent adopted CPWD Works Manual, violating Clause 12 by not paying prevailing rates. The disagreement on rates requires resolution. The DSR-2018 suggests Rs.90.40 per cum, while parties agreed to Rs.73.57 per cum, but the respondent applied Rs.72 per cum. The claimant disputes this, proposing Rs.73.55 per cum for a deviation payment of Rs.70,272.18."</p>	32
5.	<p>For Rs. 49,18,616/- on account of wrong derivation of rates for extra/substitute items and further interest @18% per annum from the date it was due i.e. 05.06.2019 till realization.</p>	38
5.1.	<p>"Since, the major work had been executed by the claimant in the year 2018, therefore, the rates payable to the claimant for all extra items shall be the rates of the items prevalent in the year 2018. The Amount of Rs. 3,68,863/- is found justified"</p>	41
5.2.	<p>Claim rejected</p>	42
5.3.	<p>"The claimant submitted a rate analysis of Rs.10,660.40 per meter, supported by the respondent's similar work. The respondent's derived rate of Rs.7065.10 per meter is disputed, with a significant difference of Rs.3595.30 per meter. The undisputed executed quantity justifies a claim of Rs.43,53,153.29 for the wrong rate derivation, as per the claimant's analysis. Therefore, the award amount is Rs.43,53,153.00."</p>	42
6.	<p>Rs.70,000/- on account of amount wrongly withheld in 2nd RA Bill on 30.03.2018 on account of QC inspection and further interest @18% per annum from the date of its withholding i.e. 31.03.2018 till realization.</p> <p>"The work was completed on 06.09.2018, inspected by QAC on 30.01.2018. The completion certificate noted defects, subject to rectification. Claimant promptly rectified issues, satisfying the respondent. Despite the defects, the completion certificate is five years old, and no notice for rectification was issued, violating Clause 17. The withheld amount of Rs. 70,000 from the 2nd RA Bill dated 31.03.2018 is deemed wrongfully withheld and must be refunded with interest. Therefore, an award of Rs. 70,000 is justified."</p>	45

7.	<p>Release of Bank Guarantee submitted by the claimant and also for Rs. 69,049/- on account of retention money withheld under security deposit by the Respondent from the various bills of the Claimant plus further interest @ 18% per annum from the date it was due i.e. 05.06.2020 till realisation.</p> <p>"The respondent's plea for the recoverable amount of Rs. 1,78,486 lacks credibility due to the absence of a counterclaim or details of defects. No evidence supports deficient work or rectification costs. Although the claimant was responsible for the security deposit for 24 months, withholding it after 5 years lacks justification. As the letter dated 20.12.2019 was obtained under duress, adjusting the security deposit from the alleged payment is invalid. Hence, the claimant is entitled to the security deposit amount, resulting in an award of Rs. 69,049."</p>	50
8.	<p>For Rs. 6,01, 149/- on account of reimbursement under Clause 1 0C and 1 0CA plus further interest @ 18% per annum from the date it was due i.e. 05.06.2019 till realization .</p> <p>"The claimant sought compensation for completing work without levying compensation, citing common grounds of increased labor/material costs under clauses 10C and 10CA. However, no evidence of actual payment or invoices for wages, cement, or steel was provided. The claims are rejected, and the award is nil."</p>	52
9.	Withdrawn.	54
10.	Withdrawn.	54
11.	<p>For Rs.14,75,071/- on account of damages toward additional overheads, infrastructure, staff establishment, idling under utilization of resources, overheads labours / T & P Machineries and loss of profit ability due to prolongation of contract with inte rest @ 18% per annum from the due date i.e. 05.06.2019</p> <p>"The claimant sought Rs. 14,75,071 for damages due to delays, additional overheads, and loss of profit. The acknowledged hindrances caused a delay attributable to the respondent, who granted an EoT without compensation. The claimant's evidence of retaining officials and their remuneration is lacking, leading to the rejection of both claims. The award is Nil."</p>	54
12.	<p>For Rs. 25, 144/- on account of uncontroverted and unwarranted expenditure incurred towards reimbursement of additional bank charges incurred for extension of Bank Guarantee due to prolongation of contract only due to breach of contract committed by the respondent plus further interest @ 18% per annum from the date it was due i.e. 06.06.2018 till realization .</p> <p>"The claim lacks evidence, with no bank certificate provided for additional charges paid. Mere assertions hold no legal value. Therefore, no justification is found to grant relief, and the claim is rejected. The award amount is Nil."</p>	57
13.	Withdrawn.	58

14.	<p>GST @18% per annum on this amount to be awarded or otherwise pass a declaration that all liabilities against the awarded amount towards GST against awarded amount if arise in future shall be borne directly by the respondent.</p> <p>"The claimant failed to provide evidence of depositing any amount towards GST, rendering the claim unsustainable. The absence of supporting documentation or proof results in the rejection of the claim. The award amount is Nil."</p>	59
15.	<p>Pre-suit interest @18% per annum from the date of due till the date of invocation of award i.e. 27.05.2019, which amounts to Rs. 21, 194/- pendente lite, interest @18% per annum against all claims from the date of their due till realization and future interest @20% from the date of award to the date of payment.</p> <p>"The claimant is entitled to interest for all three stages as per the "Indian Hume Pipe Co. Ltd. Vs. State of Rajasthan" (2009) 10 Sec 187. Considering the facts and circumstances, the tribunal concludes that the respondent is liable to pay interest at 9% per annum from the date of filing the Statement of Claim, plus Rs. 21,194 for pre-suit interest until the date of the award. The ordered amount is not explicitly mentioned in the provided text."</p>	60
16.	<p>Cost of Rs.10,00,000/- on account of cost of arbitration proceedings plus further interest @18% per annum from the date it was due till realization.</p> <p>"The respondent needlessly initiated litigation, compelling the claimant to seek court intervention for arbitrator appointment. Citing "Santokh Singh Arora vs. Union of India," the claimant is entitled to costs for pursuing the matter. Considering time and money spent, an award of Rs. 2,50,000 is granted for arbitration costs, inclusive of the claimant's share of fees deposited with the Tribunal."</p> <p>For these reasons, the respondent shall pay the awarded amount Rs. 51,82,931.00 alongwith interest thereon @ 9% per annum from the date of filing the Statement of claim till the date of award within 60 days plus cost of Rs. 2,50,000/-. If the respondent fails to pay the awarded amount i.e. Rs. 51,82,931.00 alongwith interest @ 9% per annum within 60 days to be counted from the date of award plus cost of the arbitration awarded then simple interest @ 12% per annum will be levied on the aforesaid amount including cost of the arbitration proceedings till the date of realization.</p>	61

The Award merits to be challenged to the extent it allows some of the Claims of the Claimant on the following grounds :-

1. Pg.25 para 31 – Instead of examining the claim of the Claimant, the explanation of the Respondent was examined threadbare. First the Claimant had to show why he gave undertaking dated 20.12.2019 after the knowing the amount payable latest by 30.12.2019, the issue of delayed handing over of the Cheque could be considered. The case of the party approaching the court must stand on its own legs.
2. Pg.25 para 31 - Had the Claimant been informed that amount of 66,964/- was against the amount due, it would have been mentioned in the letter dated 20.12.2019. If and buts cannot be ground a decision.
3. Pg.25 para 31 – Finding that Claimant was never informed that final was ready is contrary to record as the signatures of the Claimant were there in acknowledgment of the amount after statutory deduction, which exercise was

done on 31.10.2019

4. Pg.25 para 31 – Finding based on alleged assurance given by EE, without even coming to the finding that any such alleged assurance as given.
5. Pg.25 para 31 – Finding that it cannot be said that letter dated 20.12.20219 was given voluntarily without duress or coercion.
6. Pg.26 para 32 – Finding that 'hard to believe that NCC was given out of free will or violation' was without considering the evidence that no issue was raised with respect to it to any senior officer or police authorities. The fact that it was not a requirement of law or contract only indicates mandating giving such a representation, only strengthens the stand the same was given willingly by the Claimant
7. Pg.31 para 41 – Entire claim without decided considering the primary stand of the Respondent that the work was included within the Agreement Item No.1. Thus the Award is without considering record.
8. Pg.31 para 41 – Finding that 'Respondent had asked Claimant to carry out the work of spreading the soil is' without any evidence or documents.
9. Pg.32 para 43 – Reliance on completion certificate for observing that surplus earth was spread by the Claimant as extra material is blatantly illegal as material can never be construed as a reference to soil. Furthermore, deposition of CW not considered. The certificate is post the factum of coemption and cannot be used a basis to justify, firstly whether work was done or not secondly whether it was extra work or included within extra item. Said finding also did not consider the deposition and cross of the CW.
10. Pg.32 para 43 – the finding that *since* work was Non-Agreement Item is recorded as if there was no dispute about. The cross examination of the CW also not considered. The same is contrary to record.
11. Pg.37 para 45 – Finding that reliance on 29.08.2019 letter to fix the rate for cannot be made as document not signed by Respondent, is illegal and perverse as the Claimant has submitted and the Respondent has acted on it - Pg.37 Pr.55 -.
12. Pg.37 Para.49-54 - The so called interpretation given by Arbitrator While examining in contrary to express terms of the Agreement i.e. Cl.12, which gave the authority to the Respondent to 'determine' the rates at which the Contractors was to be paid.
13. Pg.37 Para.54 – While observing, without basis that 'legitimate' payments of the Claimant were not paid by the Respondent during the course of the work, the Arbitrator has ignored express terms of the Contract and thereby the record, in the form of Clause 12.4. While Arbitrator dealt the said clause under another claim i.e. para 64 & 65, the interpretation given entirely ignored the waiver provided the said clause.
14. Pg.41 Pr.68 – The finding of the Arbitrator are contrary to the terms of the Contract. No reason has been stated, let alone discussed by the Arbitrator as to why a party executing the work cannot produce actual rate of execution of work. More so when the requirement is provided under Cl.12 itself for production of books of account etc. Cross-examination of CW not considered.
15. Pg.43 para 75 – In light of the document admitted by the Department the Arbitrator has considered the document. It is however submitted the admission was subject to the observation that the prices were not as per the procedure for substitute items. The Arbitrator failed to consider that no question whatsoever was put to RW regarding the same, Hence, the stand of the Respondent stood proved.
16. Pg.49 para 85 – Despite passage of several years DDA neither got the QC Para resolved within itself nor issued any Notice to the Claimant for removal of defects

or recovery of the amounts spent in rectifying the same. The Award appears justified.

17. Pg.51 Pr.90 -On the same premises the refund of Security Deposit has been directed. Subject to the other Departments stand on other claims, the Department may take a view on this issue also.
18. Pg. 62 para 130 -Arbitrator has granted presuit interest of Rs.21,194/- and pendente lite int @9% till date of Award. The said Int is on higher side and therefore can be challenged, although the law on modification may not permit it.
19. Pg. 62 para 135 - Claim no.16 is for costs in respect of which the Arbitrator has awarded Rs. 2.5 Lacs. The same is without any document or evidence on the basis of which the said amount has been awarded and therefore can be challenged on the said ground.
20. Pg. 62 para 137 – The direction with respect to interest are without basis and unnecessarily hard, granting interest on interest. The time period of the contingency also impeaches on the right of the Respondent to avail its right. The same ought to be challenged. Department may take a final view.

OPINION OF SLO(ENGG.)

The Award has been passed by the Sole Arbitrator that "the respondent shall pay the awarded amount Rs. 51,82,931.00 alongwith interest thereon @ 9% per annum from the date of filling the statement of claim till the date of award within 60 days plus cost of Rs. 2,50,000/-. If the respondent fails to pay the awarded amount i.e. Rs. 51,82,931.00 alongwith interest @ 9% per annum within 60 days to be counted from the date of award plus cost of the arbitration awarded then simple interest @ 12 % per annum will be levied on the aforesaid amount including cost of the arbitration proceedings till the date of realization."

In this Award Arbitrator allowing some claims and rejecting some claims in favor of DDA. Some of the claims awarded in favor of claimant are to be challenged.

Arbitrator has not examine the claimant properly as first the claimant had to show why he gave undertaking dt. 20.12.2019 after the knowing the amount payable latest by 30.12.2019, the issue of delayed handing over of the cheque could be considered.

Finding of Arbitrator that claimant was never informed that final was ready is contrary to record as the signature of the claimant were there in acknowledgment of the amount after statutory deduction.

Finding given only on alleged assurance given by EE, without even going into the finding that any such alleged assurance as given.

Observation given by arbitrator that "hard to believe that NCC was given out of free will or violation" was without considering the evidence that no issue was raised with respect to it to any senior officer or police authorities.

Finding given by an arbitrator is without any evidence or document that "Respondent had asked claimant to carry out the work of spreading soil".

The presuit interest granted of Rs. 21,194/-and pendente lite int. @ 9 % till date of Award by an Arbitrator, the said int. is on higher side and can be challenged. And the direction with respect to interest are without basis and unnecessarily hard, granting interest on interest.

Claim no.16 regarding cost arbitrator awarded Rs. 2.5 lacs is without any document or evidence.

These claims are decided on the basis of "If and Buts" not relied on any documents or evidence. Therefore, department may challenge the award on the basis of grounds provided by Panel Lawyer in his opinion.

LEGAL OPINION OF DEPUTY CHIEF LEGAL ADVISOR:-

In view of above statement of SLO, the file may, if agreed, be returned back to the concerned department for putting up matter before ASB for taking final call in the matter at top priority basis.

The opinion of SLO(Engg.) has been duly endorsed/forwarded by Dy. CLA and CLA also.

RECOMMENDATION BY CE(DWARKA)/DDA

The matter under reference is related to arbitration award published by the sole arbitrator. I agree with the recommendation of EE/DPD-5/DDA and SE/DCC-3/DDA.

RECOMMENDATION OF ASB:

After due discussion and deliberation, the ASB has recommend to challenge the award passed against claim no. 1,3,4,5(1),5(3),7,15&16, accept the award passed against claim no. 6 and further agree to the Nil award passed against claim no. 2,5(2),8,9,10,11,12,13 & 14.

As per revised delegation of power issued vide no. EM1(10)2018/Del. Of Power/DDA/260 dated 29.01.2019 by CE (HQ) DDA, Hon'ble EM/DDA is the Competent Authority in r/o award amount more than Rs. 25 lacs and upto Rs. 100 lacs in consultation of CAO/DDA with due scrutiny by Arbitration Scrutiny Board headed by CE(HQ)/DDA.

-sd-
Amit Singh
Dir.(Works)
Member Secretary

-sd-
Vinod Kumar
Dy. CLA-III
Member

-sd-
Ajay Gupta
Dir.(Finance)
Member

-sd-
Ajay Kumar Agrawal
CE(Dwarka)
Executive Member

-sd-
Sanjay Kumar Khare
CE(HQ)
Chairman

↓
Director(Works)

Copy to: -

1. EM/DDA for kind information.
2. All concerned.
3. ✓ Director (System) for uploading on DDA website.
4. EE/DPD-5/DDA, Central Nursery, Sector – 5, Dwarka, New Delhi – 110075 for information please.

28/03/24
Sh. Joshi DD(S)
Director(Works)
26/03/2024