**Scope of interference in an Arbitral Award is limited: High Court of New Delhi**

It is trite law that the scope of interference in an Arbitral Award is limited and this interpretation cannot by any stretch be held to be patently illegal or in violation of the fundamental policy of Indian law*.* This honorable judgement was passed by High Court of New Delhiin the case of M/S National Highways Authority of India v. M/S Afcons Infrastructure Ltd. by Hon’ble Mr Justice Vibhu Bakhru.

The petitioner had filed the present petition under Section 34 of the Arbitration and Conciliation Act, 1996 impugning the Arbitral Award dated 30.08.2012 passed by the Arbitral Tribunal.The parties had entered into the agreement for execution of the Project at a contract price of ₹164,37,67,899. Disputes arose due to a disagreement on the rate of Item No. 3.02, Wet Mix Macadam (WMM) mentioned in the Bill of Quantity (BOQ). Afcons claimed a rate of ₹831/- per cum which was based on the Ministry of Road Transport and Highways norms. However, it did not accept the rate of ₹831/- per cum as submitted by Afcons and fixed a price of ₹591/-per cum. The disputes were escalated and the parties were referred to Arbitration. Afcons filed its Statement, claiming a new rate of ₹831 per cum along with price adjustment for the execution of BOQ Item no. 3.02 – WMM. Afcons claimed a sum of ₹8,18,89,761/-. The award was in favour of Afcons. According to respondents the award was fundamentally flawed, the Tribunal erred in not considering Clause 42.2 of COPA, which provided for an additional amount to be paid on a lumpsum basis on account of any extension in the period of the Contract. Second, he submitted that the increase had been instructed by the Engineer after due consultation with Afcons.

The learned council referred the case of *JSC Centrodostroy v. National Highways Authority of India and* *National O.M.P.(COMM) 96/2016 Page 15 of 16 Highways Authority of India v. Hindustan Construction Co. Ltd.*

The court opinioned that, ‘*It is trite law that the scope of interference in an Arbitral Award is limited and this interpretation cannot by any stretch be held to be patently illegal or in violation of the fundamental policy of Indian law, finds no reason to interfere with the impugned award inasmuch as, it holds that Afcons would be entitled to a new rate for BOQ executed after the initial period of thirty months. The next contention to be examined is whether Afcons is precluded from claiming any change in the rates, in view of the Minutes of the Meeting”.*

The Court dismissed the petiton stating that, ‘*the court finds no ground to interfere with the impugned award. When meeting took place, at that time, there was no revision in the quantity of WMM to be executed. It is also apparent that the representatives of Afcons had agreed for a change of specification and had agreed to construct the items at the rates provided in the contract. The said agreement was in the context of change difficult to accept that the same amounted to Afcons agreeing to give up its right under Clause 52 of COPA.’*