



assisted by Mr. Dharmendra Barthwal, learned counsel for the respondent.

2. The issue of the claims being barred by limitation has been specifically raised before this Court as also in the claims before the Arbitrator, yet the Arbitrator has dealt with the issue in a very cavalier fashion, and without any material, pleading or evidence, has in a cryptic manner observed that, by subsequent conduct, the limitation stands extended.

3. The learned Senior Counsel representing the respondent fairly admits the E-mail dated 31.01.2013 by which the purchase order has been cancelled and invoices and purchase orders were put on hold on the specific ground that the same were not required and that they have already been cancelled. The reply made by the respondent, wherein the respondent clearly asserts that the same cannot be accepted.

4. The learned Senior Counsel appearing for the respondent drew attention of this Court towards the minutes of meeting to justify the finding of the Arbitrator. The same has been dispensed with in 2017 and the limitation has well expired in 2016 itself.

5. The dispute having arisen in 31.01.2013, and there being no fact established to demonstrate extension of the period of limitation and the applicable Article being Article 137 of the Limitation Act, and the stipulated period being three years, *prima facie*, establish a case that the Arbitrator has erred in holding that the claims are within the period of limitation.

6. That apart, it is seen that the Arbitrator has erred in bunching the several purchase orders and passing an omnibus award. That apart, the purchase orders and invoices are independent and the purchase order and invoices are made between 2009 - 2011. Despite this fact the Arbitrator, in our opinion, erred in assuming that all the purchase orders were made on a single date and, consequently, all supplies were made.

7. The appreciation of evidence, *prima facie*, appears to be vitiated by perversity.

8. In that view, the stay application, being I.A. No. 01 of 2025, is allowed. There will be stay on the operation of the award dated 11.01.2020, and the judgment dated 17.03.2025, passed by the learned Additional District Judge (Commercial Court), Dehradun in Arbitration Application No. 68 of 2020, subject to the appellant

depositing a sum of rupees five crores in a Fixed Deposit Receipt with a Nationalized bank and in favour of this Court, and the same be kept in deposit for a period of six months.

9. List this appeal for disposal on 22.07.2025.

10. The receipt shall be deposited with the Registrar (Judicial) of this Court within two weeks. The appellant is entitled to take back the Fixed Deposit Receipt deposited with the Commercial Court, Dehradun.

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**G. NARENDAR, C.J.**

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**ALOK MAHRA, J.**

Dt: 28<sup>TH</sup> APRIL, 2025  
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