

S U P R E M E C O U R T O F I N D I A  
RECORD OF PROCEEDINGS

CIVIL APPEAL NO(s). 3746 OF 2005

VA TECH ESCHER WYASS FLOVEL LTD.

Appellant (s)

VERSUS

M.P.S.E.BOARD & ANR.

Respondent(s)

(With appln(s) for permission to place addl. documents on record  
and office report )

WITH Civil Appeal NO. 3747 of 2005

(With office report)

Date: 14/01/2010 This Appeal was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE MARKANDEY KATJU

HON'BLE MR. JUSTICE R.M. LODHA

For Appellant(s) Mr. H.L.Tiku, Sr. Adv.  
Mr. Thakur sumit, Adv.  
Mr. Ashok K. Mahajan,Adv.

For Respondent(s) Mr. Sakesh Kumar, Adv.  
Mr. Rohit Singh, Adv.for  
Mr. Dharmendra Kumar Sinha,Adv.

UPON hearing counsel the Court made the following  
O R D E R

The appeals are allowed in terms of the signed  
order. No costs.

(Parveen Kr. Chawla)  
Court Master

( Indu Satija)  
Court Master

[Signed Order is placed on the File]  
IN THE SUPREME COURT OF INDIA

CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NO. 3746 OF 2005

VA Tech Escher Wyass Flovel Ltd.

..Appellant

versus

M.P.S.E. Board & Another

..Respondents

WITH

CIVIL APPEAL NO.3747 OF 2005

O R D E R

Civil Appeal No.3746 of 2005

Heard learned counsel for the parties.

This Appeal has been filed against the impugned judgment of the High Court of Madhya Pradesh dated 05th March, 2003.

It appears that the appellant was awarded a work contract by the respondents. There was some dispute between the parties and there is an arbitration clause in the agreement.

Appellant filed an application under Section 9 of the Arbitration & Conciliation Act, 1996 (for short 'the 1996 Act') which was rejected by the learned Additional District Judge and that order has been upheld by the High Court. Hence, this appeal.

Section 7(1) of the Madhya Pradesh Madhyastham Adhikaran Adhiniyam, 1983 (for short 'the 1983 Act') provides as follows:

"7. Reference to Tribunal - (1) Either party to a works contract shall irrespective of  
-2-

the fact whether the agreement contains an arbitration clause or not, refer in writing the dispute to the Tribunal."

Subsequently, the Parliament enacted the 1996 Act. The 1996 Act only applies where there is an arbitration clause but it does not apply where there is none. The 1996 Act covers all kinds of disputes including the dispute relating to work contracts.

In our opinion, the 1983 Act and the 1996 Act can be harmonised by holding that the 1983 Act only applies where there is no arbitration clause but it stands impliedly repealed by the 1996 Act where there is an arbitration clause. We hold accordingly.

Hence, the impugned judgment cannot be sustained and we hold that the application under section 9 of the 1996 Act was maintainable.

The Appeal is allowed accordingly.

No costs.

Civil Appeal No.3747 of 2005

In view of our order passed today in Civil Appeal  
No.3746 of 2005, this appeal is also allowed on the same  
terms. No costs.

.....J.  
[MARKANDEY KATJU]

NEW DELHI; .....J.  
JANUARY 14, 2010 [R.M. LODHA]