

ARBITRATION IN CONSTRUCTION CONTRACTS

(WITH ANALYSIS OF DISPUTES & DISPUTE RESOLUTION SYSTEMS)

By

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This book and the effort made in its compilation is dedicated to the Central Public Works Department and the CPWD brotherhood which nurtured my knowledge and gave me an opportunity to gain a rich experience in civil engineering profession and in contract management techniques. Almost four decades of active service spread over all the echelons of hierarchy in this department made me a professional that I am today.

G.S. Tawarmalani

Preface

It was way back in August 1958, that after my graduation, I joined the Central Public Works Department, the premier construction agency of Government of India. It was then that I took a plunge in the practical arena of planning and construction of civil projects. For the next over forty years, I have had the privilege of a very intimate association with the construction management and contract management. Working in the Central Public Works Department as well as in the other allied organisations like National Buildings Construction Corporation and the Indian Council of Agricultural Research, on deputation from CPWD, I had the opportunity to deal with various facets of construction projects and contractual disputes arising on them. The four decades of intimate association with the infrastructure projects, and construction contracts, gave me an insight into the problems and the difficulties that the contractors as well as the supervisors face in converting the planned concepts into physical tangible assets on ground. Umpteen number of construction projects suffer from severe setbacks on account of disputes between the owners and the constructors, and between the supervisors and contractors. Non resolution or delayed resolution of such disputes is one major malady that results in time overruns and cost overruns in construction projects.

During these four decades of association with constructions and with construction contracts, I handled the construction projects in all echelons of the construction organisation from a junior engineer to the head of the organisation. I thus had the opportunity to gain experience at the level where the disputes get created to the level of appointing the mediators and/or arbitrators, and then to the level of accepting and/or contesting the awards given by such arbitrators.

Having handling disputes and awards in construction contracts all through my service career, I am unable to discard an impression that a lot of subjectivity inevitably enters into the awards that are handed out by mediators and/or arbitrators in construction contract disputes. Irrespective of whether the subjectivity is by design or by accident it leaves a bad taste in the relations between the parties to the dispute and consequently affects the future course of the project implementation.

There is no argument against the dictum that the contractors ought to get what is due to them without any undue delay. On the other hand the contractors should not get something that is not due to them. If the system can achieve this goal of fair-play, the result will be a healthy interaction between the two disputing parties which in turn will go a long way in bringing about an overall improvement in project implementation. It is my belief that a contractor will stand to gain a lot if in formulating his strategies, he has an access to the knowledge of what sort of claims are generally found to be just and what claims are generally considered to be frivolous. Similarly it should help the departmental officers a lot if they knew what the chances of success are, on their decisions if they are contested in arbitration like fora. Even the arbitrators themselves can gain from knowledge of the trend of decisions given on common type of disputes in the past. Knowledge of this kind should, in my perception, make the dispute resolution system itself healthy.

I endeavoured to make this compilation, which in my view, should work as a ready reckoner on what the claimants have been claiming in the past and what the respondents' stand was on those issues; and more important, what the different arbitrators said on those issues in the past. The compilation would have served its purpose if it can provide food for thought to the parties at dispute, and to the arbiters adjudicating on the disputes, by elucidating the type of claims and adjudication thereon in the past. The aim is to encourage the claimants and the respondents to formulate a well considered and reasonable approach in their contentions and the arbiters to take decisions with an awareness of what the earlier peers in the field said about those issues.

To make the compilation more meaningful, I have included a brief write up on the common dispute resolution mechanisms in construction contracts and an overview on arbitration laws as seen by the construction managers of both categories, namely the supervisory managers and the contracting managers.

CPWD contract forms and the Standard Bidding Documents represent two diverse kinds of contract forms in vogue. While the former makes a large number of decisions taken by the departmental officers final and binding, the latter does not contemplate any finality in any decision of a departmental officer. But then, even in disputes arising from such final decision under the CPWD contract forms, instances are not wanting wherein the arbitrators have chosen to adjudicate on issues sought to be kept out of their purview.

This compilation is based on the disputes raised in implementation of the CPWD contract form, which went through the process of arbitration and culminated into awards. I have tried to faithfully analyse the awards taken up by me in the sample for study. I have also included in the compilation, the data to show a comparison between the claim amounts, the award amounts and the amounts accepted by the opposing parties as genuinely payable, even without or before adjudication on the issues by the arbitrators. This is done to show the extent up to which the disputes could have been sorted out even without reference to arbitration. At least to that extent there need not have been any fight and/or litigation between the parties.

I have also tried to briefly summarise the stand taken by the claimants and the respondents on various issues and the reasoning of the arbitrators, as evidenced from the awards. The task of this compilation was, as can be expected, stupendous. My effort has been to faithfully summarise the import of the language used in the awards and/or to reproduce figures therefrom. If any sporadic and inadvertent inaccuracies are found to have entered the compilation, I humbly ask to be excused. But I am confident that the compilation as a whole is accurate enough to convey the overall sense and the overall pattern of claims, contentions and judgements, which was my main purpose of conducting this exercise. I hope the readers will find the information contained in the compilation useful.

A compilation of this kind will be more useful if the salient features of the governing laws for the dispute resolution mechanism and the general overview of the systems and procedures are also included. The development of law is a continuous process. We become wiser on certain ticklish issues when the judgements are delivered to settle the interpretation matters.

The basic acts also get amended from time to time. We earlier had Arbitration Act of 1940. Now we have the Arbitration Act of 1996. The applicability of previous judicial decisions in the new scenario when a new law is enacted needs to be analysed on the basis of the similarity or the dissimilarity with the earlier provisions. I have accordingly incorporated a write up before the compilation to cover these aspects and to give the broad comparison of provisions of the new Act vis-à-vis the old Act. For full import of the changes one naturally has to refer to the two bare acts themselves.

The compilation is made with reference to the nearest clause that could have a relevance to the issue. Such a compilation is more meaningful if it brings out the trend of the decisions on particular issues. Accordingly, the analytical data indicating the percentage success is given against claims categorised under several of the clauses. I have also given an analysis in totality towards the end. Further, I have also given the judicial decisions often quoted in dealing with the matters of acceptability or otherwise of awards in construction contracts and on issues emanating from such awards in Appendix 2.

I hope that the construction managers, the contractors and the arbitrators will find this compilation useful and that this will prove to be a step forward in bringing reasonableness and uniformity in decision making process in dispute resolution exercises in construction jobs.

G.S. Tawarmalani
October 30, 2001

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Notes:

1. All amounts in this compilation are in rupees.
2. In column titled '**Extent of claim accepted by Respondent**' the word Respondent refers to the party opposing the particular claim. This word is not to be taken to refer to the Respondent in the case as such.

Salient features of Construction Contracts

Several types of contract forms are in vogue in the construction industry in the Country. Many organisations have evolved their own standard forms on which the construction agreements are drawn. These forms give the general terms and conditions between the parties to the contract. In addition most of the projects usually have some special conditions or additional conditions which spell out the conditions drafted to suite the special requirements of specific projects.

Amongst the various government construction agencies, Central Public Works Department is the premier construction agency of Government of India for execution of that government's Public Works program. This department has laid down the procedures and practices for execution of government construction jobs entrusted to it. These procedures are widely followed by several other government and public sector construction organisations also.

CPWD has evolved some standard construction contract forms designed to suit the different situations. Prominent amongst the forms used on works are the Item Rate Tender form and the Percentage Rate Tender form which were revised and combined into a single compilation entitled "GENERAL CONDITIONS OF CONTRACT FOR CENTRAL P.W.D. WORKS" in 1995. Clause 25 of these forms (old forms PWD 7 & PWD 8 as well as the new combined form of 1995) gives the mechanism for resolving disputes that may arise in implementation of the contract.

The other type of construction contract form that needs a mention here is the Standard Bidding Documents (SBDs) that are used in constructions executed with World Bank/IBRD assistance. This form is also widely adopted in construction projects in the Country. Clause 67 of these documents gives the procedure to be followed for dispute resolution in implementing the contracts drawn on the basis of that form.

Types of clauses generally incorporated in Construction Contracts

Terms and conditions governing the relationship between the parties involved in execution of the construction projects may differ from one contract to the other, particularly in respect of the special and/or additional conditions drafted specifically for specific projects. But the fundamental provisions are usually contained in the standard contract forms, which determine the main characteristics of the agreement drawn for execution of the construction project.

Irrespective of whether CPWD contract form is used, or Standard Bidding Documents are used, or even in other form used, the basic clauses can be classified into well identified categories. By and large, the clauses specifying the general terms and conditions in a construction contract may be of the following broad categories.

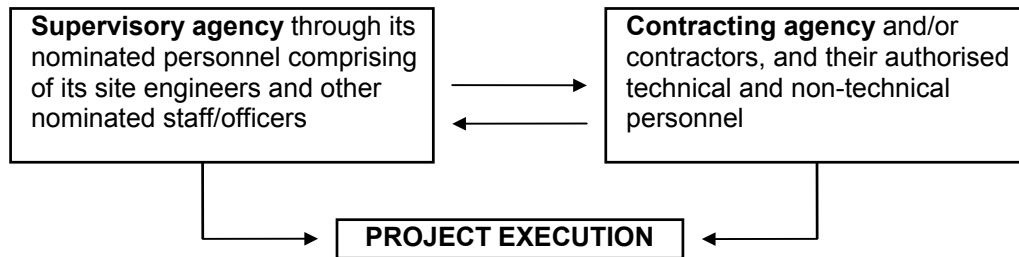
- Clauses explaining the meaning of the terms used in the contract - Definition clauses.
- Clauses laying emphasis on the parties to stick to the agreed terms.
- Clauses stipulating the nature of guarantees to be given for performance of the contract.
- Clauses specifying the method and the mode for making payments for the work done.
- Clauses specifying time schedule and the penalties, damages etc., payable in the event of failure to give satisfactory performance in quantitative terms.
- Clauses emphasising on the qualitative aspect of performance and action to be taken in the event of failure in this regard.
- Clauses relating to remedies available to a party, for defaults in performance of, and for breaches by, the other party.
- Clauses specifying the obligations for making arrangement for materials and plant & machinery.
- Clauses pertaining to labour welfare measures for the construction labour.
- Clauses relating to establishment to be employed - or not to be employed - on the work.

Depending on the specific conditions of contract and the degree of clarity in the provisions made, a wide variety of disputes arise in implementation of construction contracts.

Notable amongst the contract Forms in vogue in the Country, as already mentioned, are the CPWD Contract Forms and the Standard Bidding Documents. The CPWD forms are used in domestic contracts by several government departments. The Standard Bidding Documents (SBDs) were evolved for IBRD/IDA financed schemes and the conditions included therein derive inspiration from FIDIC documents.

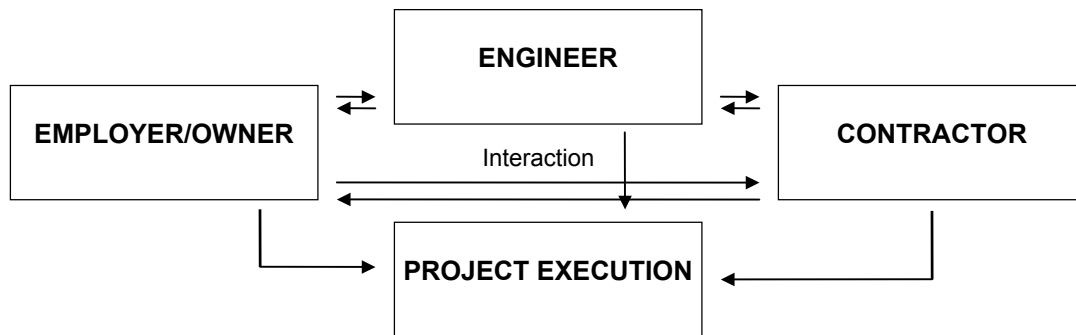
Dramatise personae and their interaction in CPWD contract forms

(CPWD Contract Forms)



Dramatise personae and their interaction in the IBRDA/IDA financed contracts

(Standard Bidding Documents)



Barring cases of contractors themselves working as Estate Developers and barring a few construction projects, where the owner himself purchases construction materials and employs labour directly under his control on daily wages, almost all construction projects are executed through construction contracts. There is an owner and there is a builder or a contractor. In most of the construction projects therefore, there is involvement of at least two parties, if not more, working for a common goal of developing infrastructure.

The owner specifies the requirements and controls the finances. The contractor constructs. The owner, also termed as an employer sometimes, as in SBDs, may supervise the work through in-house resources or the supervision of the work may be through a separate technical organisation and/or personnel. More often than not, the owner is represented by construction supervisor or a supervisory agency, as in government works where organisations like CPWD/PWDs look after the interests of the owner ministry. In a government or a Public Sector project, we thus have a department supervising the work and a Contractor doing the construction work. In such situations, the role of the owner gets subsumed in the role of the supervisory department, as that organisation works for and on behalf of owner. These two, namely the construction department and the contractor, in such a case, constitute the two parties in the construction contract.

At times there may also be a consultant with whom either of the parties may have a separate agreement for performance of their respective obligations.

In the contracts based on SBDs, there is a third party between the owner and the contractor, the Engineer who acts as a go between the two main parties, namely the owner and the contractor. The Engineer, even in this arrangement is, to an extent, a representative of the owner. No doubt the Engineer is also covertly empowered to act as a mediator in some cases, but by and large all such decisions are to be taken by the Engineer after consultation with the owner and the contractor. His decisions do not necessarily have a finality and the decisions can be questioned and/or challenged in an appropriate forum like arbitration etc.

While none of the Engineer's decisions in the contracts drawn on SBDs are final and conclusive, as many as 32 issues in CPWD Contract form 1995 are termed as final, conclusive and binding on the parties to the contract. These decisions are to be taken by the engineers of the supervising agencies in a quasi-judicial capacity and are sought to be kept outside the ambit of the arbitration agreement in clause 25 of the contract form.

Decisions which are stipulated to be final & conclusive in CPWD Contract Form

Decisions taken on some of the issues arising from the provisions of clause 2, 3, 4, 10, 10 B, 15, 16, 19 D, 19 G, 19 J, 25, 27, 30, 32, 33, 34, 36, 38, 42, 43, Safety Code Item 8(p), CPWD contractors labour regulations item 18, are stipulated to be final, conclusive and binding on the parties to the contract. These are sometimes referred to as 'Excepted Clauses'.

There are two schools of thought on whether the disputes arising on the decisions taken under such excepted clauses do really fall outside the purview of arbitration clause or not.

As per one school of thought, such decisions having been taken in the course of project execution by the officers dealing with the project execution as one of the interested party in the contract can not be final and conclusive. The decision must come from a separate impartial party. It is therefore, argued that whether the issue is referable to the arbitrator or not should be decided by the arbitrator(s).

On the other hand as per the other school of thought, such decisions having been stipulated to be final and conclusive do not fall under the ambit of the arbitration agreement and that such issues fall under the exceptions contemplated under clause 25 of the CPWD contract form which is the arbitration agreement. There is a lot of force in this argument as clause 25 specifically states that the provisions of that clause apply only to those disputes, which arise from matters other than those wherein, specific provisions exist in the contract.

But still, taking a practical view, the departmental officers would be well within their jurisdiction to take a view that since the contract specifically stipulates that the decisions of the departmental officers are final and conclusive on such issues, such disputes which question the decision on issues, agreed to be final and binding, are not to be referred to arbitration. Particularly so, when the arbitration clause itself recognises the exceptions in the opening para itself. And then, the resolution on the question as to whether the dispute is to be referred or not in any individual case, can only come through litigation in a court of law.

Serial No.	Clause	Authority whose decision is said to be final	Topic
1.	Clause 2	Superintending Engineer	Decision on the compensation to be levied for failure to maintain the agreed rate of progress, or for delay in completion.
2.	Clause 3	Engineer-in-charge	Opinion of the Engineer-in-charge, regarding whether the contractor shall not be able to complete the work by the specified date of completion, for the purposes of taking further action under clause 3 to determine the contract.

Serial No.	Clause	Authority whose decision is said to be final	Topic
3.	Clause 3	Engineer-in-charge	Notice to be issued for determining the contract.
4.	Clause 3	Engineer-in-charge	The cost of the labour and materials input for carrying out the work which is to be debited to the contractor's account under clause 3(b)
5.	Clause 3	Divisional Officer	The value of the work to be credited to the contractor's account when the work is carried out at the risk and cost of the contractor after determination of the contract.
6.	Clause 4	Engineer-in-charge	Exercising the decision to take possession of, or to use on hire, the contractor's materials and stores on determination of the contract under clause 3. Also, the hire charges to be paid to the contractor if the tools and plant are used as on hire.
7.	Clause 10	Engineer-in-charge	Adoption of the mode of recovery prescribed in clause 42 at any stage of the work when the reconciliation between the quantity issued, quantity required as per theoretical requirement and the balance quantity available, is not satisfactory.
8.	Clause 10	Engineer-in-charge	Price to be allowed for the materials returned by the contractor from the materials issued to him which are found to be surplus
9.	Clause 10	Engineer-in-charge	Extension of time to be granted for delay in supply of stipulated materials.
10.	Clause 10 B	Engineer-in-charge	Payment of secured advance on perishable materials provided insurance is made for full cost of those materials.
11.	Clause 15	Engineer-in-charge	Decision to suspend work for reasons specified in clause 15(i), which include contractor's defaults as well as other reasons such as safety of work etc.
12.	Clause 16	Engineer-in-charge	Acceptance of sub-standard work at reduced rates or rejecting the sub-standard work and getting it rectified at the contractor's risk and cost.
13.	Clause 19 D	Divisional Officer	Recovery to be made for non-submission or incorrect submission of the prescribed periodical labour returns.
14.	Clause 19 G	Divisional Officer	Recovery to be made for breach of labour regulations, or in furnishing the required statements/information, or for furnishing incorrect information.
15.	Clause 19 J	Superintending Engineer	Levy of compensation due to delay in acceptance of a completed building, such delay being attributed to unauthorised occupation of the building during construction
16.	Clause 25	Chief Engineer	Decision on the dispute referred to the Chief Engineer

Serial No.	Clause	Authority whose decision is said to be final	Topic
			for adjudication within the terms of clause 25, if the contractor fails to give a notice, for appointment of an arbitrator, within 30 days of receipt of the decision from the Chief Engineer.
17.	Clause 27	Engineer-in-charge	Amount payable to the contractor for work done against the lump sum provision made in the tender.
18.	Clause 30	Engineer-in-charge	Number of coal mining/controlled area labourers employed by the contractor, and the number of days for which they have been employed, in contravention of the provisions of clause 30.
19.	Clause 32	Engineer-in-charge	Cost to be recovered from the contractor towards damage and abnormal repairs becoming necessary when contractor uses water from existing wells and hand pumps etc.
20.	Clause 33	Engineer-in-charge	Price to be allowed for surplus materials taken over, when the materials were originally procured with government assistance.
21.	Clause 34	Divisional Officer	Liability on the contractor for damage to, or delay in returning of, the departmental plant and machinery issued to the contractor.
22.	Clause 34	Superintending Engineer	Decision on the dispute for extent of hire charges, and the number of days for which the hire charges are payable, by the contractor under clause 34 (iv) for the plant and machinery issued to him.
23.	Clause 34	Engineer-in-charge	Decision on the dispute on correctness of the entries made in the logbook with regard to the departmental machinery issued to the contractor.
24.	Clause 34	Divisional Officer	Decision on the extent of the liability on the contractor for damage to or loss of parts in the departmental machinery issued to the contractor and for his failure to return the same in time.
25.	Clause 36	Engineer-in-charge	Decision on the issue whether no technical representative is employed by the contractor in terms of clause 36.
26.	Clause 36	Engineer-in-charge	Decision recorded in the site order book and the measurements recorded in the Measurement books, if it is already held that no technical representative is employed by the contractor, in terms of clause 36.
27.	Clause 38	Superintending Engineer	Decision on whether the delay in execution of work is due to reasons within the control of the contractor, in relation to the contractor's entitlement for claims for reimbursement of taxes paid on account of introduction of new taxes under the Constitution (46 th

Serial No.	Clause	Authority whose decision is said to be final	Topic
			Amendment) Act, 1982.
28.	Clause 42	Engineer-in-charge	Decision with regard to the theoretical quantities of materials issued by the department, that should have been used and the consequential recovery to be made in accordance with the procedure and rates as per clause 42.
29.	Clause 42	Superintending Engineer	Decision regarding the theoretical quantities of materials that should have been used in non-schedule items.
30.	Clause 43	Engineer-in-charge	Decision regarding the quality and the quantity of materials collected by the contractor, and the purpose for which such materials were collected, for the purposes of evaluating the compensation to be paid to the contractor when damage occurs in war like situations.
31.	Safety Code Item 8(p)	Engineer-in-charge	Decision on the extent to which the safety precautions are required to be taken.
32.	CPWD contractors labour regulations item 18	Superintending Engineer	Application and interpretation of amendments made in the regulations.

Disputes in Construction Contracts

The parties to the contract naturally have different interests in implementation of the contract. Whereas the supervising agencies look after the interests of the owner, the contractor is interested in profit from the business venture of construction work. With each party wanting to safeguard its own interest, it is but natural that the disputes arise during the course of implementation of the contract agreement. The disputes that can not be settled mutually give rise to claims and counterclaims requiring a suitable system for dispute resolution.

Though the clauses in construction contracts fall, by and large, in the categories mentioned here in before, yet the disputes that may arise may also depend on the specific language used in a particular contract and the possibilities & probabilities of different interpretation and/or misinterpretation of the provisions. Disputes also arise due to differences in perception of the two parties on the scope of the work to be done within the agreed rates.

Though the final goal of creating physical assets is common for the two parties to a contract, yet the approach and the interests of the two parties are necessarily different. While the owner/employer is interested in getting the construction completed at the least reasonable cost, and in optimum time, of course consistent with the required aesthetics and quality, the interest of the contractor lies in achieving the goal with minimum possible input expense subject no doubt to achieving a balance between completion of the project in the stipulated time, and earning of reasonable profits. On one hand the owner wants best value for his money, on the other hand the contractor wants maximum profit in the venture. For a fact, to the contractor, some extra profit, consistent with his need for maintenance of his goodwill for future jobs, is always welcome.

In spite of the best efforts at making perfect contract documents, a construction agreement

always has some scope for divergence of views on interpretations of the stipulated conditions in the contract agreements. Then, there is always a possibility of extra work beyond the original contemplation, cropping up during the progress of the work. The assessment of the extent of the extra work and the payment to be allowed therefor, many a times, is not the same in the minds of the owner/employer (or the supervisory agency) on one hand and the contractor on the other. Even in cases where both the parties show restraint and display all the good intentions and willingness to co-operate with each other in implementation of a construction contract, umpteen number of situations do develop where the difference of opinion persists. Then such differences lead to disputes between the two parties on the meaning, interpretations, scope, measurements, rates, actions and decisions etc. of the parties to the contract. In cases where mutual understanding and/or good intentions themselves are lacking, the number of disputes naturally multiplies.

The disputes, as stated above, arise on account of the differing interpretations of the terms of the contracts as applied to the actual site of work. Basically, a contract form is a set of terms and conditions that governs the relationship between the two parties involved in the construction work, namely the owner (or the employer, or the owner's supervisory agency) and the constructor (or the contractor). The contract conditions, mostly in the shape of Contract Clauses, set out the mutual obligations and responsibilities of the two parties to the contract, and it is the difference in understanding of their obligations and responsibilities, and compensation payable therefor, that gives rise to the disputes in construction contracts.

One way to resolve such disputes is to enter into litigation and seek solutions through court pronouncements. But, as is well known, settlement of disputes through courts is tedious, time consuming and expensive. It is therefore customary to visualise and provide for a suitable mechanism for settlement and/or resolution of disputes through alternative dispute resolution systems whenever a construction project is taken up for execution.

Dispute Resolution in Construction Contracts

The systems provided for resolution of disputes in construction contracts may be of the type as given below:

- Both parties agree to abide by the decision of an authority named in the contract itself. For example in respect of certain types of decisions under specified clauses of contract a named level of an officer from the construction management hierarchy of the owner's technical department is treated as final and binding on all parties to the contract. Of course, in such cases the named authority, though itself being an owner or an owner's agent, is expected to give a fair and just decision in a quasi judicial capacity with impartial application of mind without any bias for or against either of the parties.
- Both the parties agree to hold mutual discussions and settle the disputes with a give and take approach. Such a system rarely succeeds, as, if such a settlement is achievable, the dispute gets sorted out at an elementary stage itself and does not take the shape of a serious dispute.
- Both the parties agree to adopt a conciliatory mechanism through a conciliator or a mediator. In some contracts this is provided as an in-built mechanism into the contract conditions themselves. The contract conditions provide for settlement of disputes through a third party, or a Board, comprising of one or more persons known to be of an unimpeachable integrity and persons who are known for their eminence in construction field. The members of such a Board are expected to be unbiased and reasonable in their approach and should command respect as well as confidence for fairness, from both the contending parties, for the system to be effective. Such a Board, comprising of one or more eminent persons, is associated with the project from the beginning itself and in case of disputes cropping up at any stage, their advice is sought for settling the disputes without resorting to litigation. The Arbitration Act of 1996 has given a legal recognition to this system of conciliation.
- Both the parties agree to refer the dispute to an arbitrator or an arbitral tribunal. Most of the construction contracts have an arbitration agreement as an in-built feature of the contract

agreement of construction. For example, clause 25 of the earlier CPWD contract forms for percentage rate contracts and item rate contracts had the provision for arbitration by the Chief Engineer in charge of the project or by a sole arbitrator appointed by him for this purpose. The latest form of CPWD - "GENERAL CONDITIONS OF CONTRACT FOR CPWD 1995" - also provides clause 25 as an arbitration agreement. But the clause has been substantially modified in the sense that it now has an in-built mechanism for conciliatory approach too, before the matter is referred to an arbitrator, though the specified conciliatory system continues to revolve around the decision making process of the departmental officers only. Clause 67 of the SBDs provides for both, the conciliatory system as well as arbitration.

- Both parties, after having entered into an agreement in a construction contract, which does not contain an in-built provision for a system of arbitration, separately agree to refer their disputes to an arbitrator or an arbitration tribunal.
- Appointment of arbitrators through a court of law
- Litigation in a court of law.

Conciliatory systems in Construction Contracts

Conciliation, as a system for dispute resolution is known to mankind since ages. Earlier this was a kind of informal arrangement adopted for resolving disputes between the parties involved in the dispute. The settlement in this system is attempted through the goodwill of some intermediaries whose opinion carries weight and/or influence over the contending parties. The system has been given a formal legal sanction with the enactment of the Arbitration Act of 1996.

The Arbitration Act 1996 has brought on the statute book this concept of attempting conciliation in the disputes in contracts. As stated above, there was no such written law for settling disputes by conciliation earlier though the arrangement was accepted in courts as a compromise between the parties. Sections 61 to 81 of the Arbitration Act 1996 specify the procedure and the legalities of the conciliation systems in the cases of disputes, prior to a reference being made to the arbitrator(s).

Section 61 deals with the application and the scope of conciliation proceedings in disputes arising out of legal relationships between the parties. It is clarified that these provisions apply to disputes arising from the legal relationships irrespective of whether they relate to contractual relationship or not. The provisions are, however, not made applicable to disputes, which by virtue of any other law are not to be referred to conciliation.

(Comment: The system is undoubtedly applicable to the disputes in construction contracts.)

As per section 62, any party may initiate the conciliation proceedings by sending a notice to the other party, briefly identifying the subject matter of the dispute. If the other party agrees, the conciliation proceedings commence. If the other party disagrees, there will be no conciliation proceedings. If the other party does not reply within 30 days, or within the period specified in the initiating reference if any, the initiating party may assume that the other party has rejected the invitation for conciliation.

As per section 63, there is to be one conciliator unless the parties have agreed to two or three conciliators. The conciliators are to act jointly.

Section 64 lays down the procedure for appointment of conciliators. It is laid down that the parties may appoint the sole conciliator by consent. In case there are two conciliators, each party may appoint one conciliator. If there are three conciliators, each party may appoint one and the third conciliator may be appointed by consent of both the parties. The section also stipulates that the parties may take the assistance of a suitable institution for appointment of conciliators. However, it is not obligatory for them to seek such assistance. The institutions whose assistance is requested should ensure that the recommendations and the appointments are of impartial conciliators. The institutions are also to consider the advisability of appointing sole, or the third, conciliator of the nationality other than the nationality of the parties.

(Comment: The provision for the nationality of the conciliator would normally apply more in international contracts rather than in domestic contracts.)

As per section 65, the conciliator(s) may ask the parties to give brief written statements

describing the general nature of disputes and the points at issue. Also the conciliator(s) may ask the parties to submit additional statements and grounds in support of their contentions. The copies of all such statements are to be sent by the party submitting the statement, to the other party.

Under section 66, the conciliators are exempted from being bound by the provisions of the Code of Civil Procedure and Indian Evidence Act.

Section 67 defines the role of the conciliator(s). The conciliator is to assist the parties in reaching an amicable settlement, the guiding principles being objectivity, fairness and justice. The conciliator is to conduct the proceedings taking into account the wishes of the parties including the requests for oral hearing if any, and may make interim proposals for settlement, even orally. The conciliator's proposals need not be supported with reasons.

As per section 68, the conciliator(s) may arrange for the administrative support required, with the consent of the parties.

As per section 69, the conciliator may meet the parties together or individually at any place unless such place is already determined.

(Comment: In this regard, it may be noted that there is a difference in procedures specified for conciliation as compared to the arbitration proceedings wherein the arbitrators must not meet any party without the presence of the other party unless the proceedings are decided to be held ex-parte under the circumstances defined in the Act. However, as per the subsequent section, it is obligatory for the conciliator too to disclose the factual information, received from one party, to the other. Of course, there still is an element of discretion available with the conciliator and the conciliator may not disclose the information received if that is supplied by the party subject to the same being kept confidential.)

As per section 70, the conciliator is to disclose the factual information received from one party to the other party so that the other party gets a chance to refute the same, except when the party supplies information on the condition of confidentiality.

Section 71 puts an obligation on the parties to co-operate with the conciliator(s).

As per section 72 each party is at liberty to submit suggestions for conciliation.

Section 73 lays down the procedure for settlement. The conciliator is/are to draw up the proposal for consideration of the parties when it appears that there is a possibility of a settlement being arrived at. On receipt of the observations, the conciliator may reformulate the proposals and on agreement being achieved, the conciliator may either draw up the settlement agreement, if requested by the parties, or assist the parties in drawing of the settlement agreement. When the parties sign the agreement, the same becomes final and binding on the parties. The conciliator is/are to authenticate the signed agreement.

As per section 74, the settlement agreement has the same status and effect as an arbitration award.

Section 75 stipulates that the conciliation proceedings and the settlement agreement are to be treated as confidential except to the extent that the disclosure is necessary for the purposes of its implementation.

(Comment: As against this provision, there is no such confidentiality provision in the case of the arbitration award. As a matter of fact, the arbitration award is considered to be an open and public document.)

Section 76 gives the circumstances under which the conciliation proceedings are to terminate. The circumstances given in the Act are:

- signing of the settlement agreement;
- written declaration of the conciliator(s), after consultations with the parties, to the effect that further effort at conciliation is not justified;
- written declaration by the parties addressed to the conciliator(s) stating that the proceedings are terminated;
- written declaration by one party to the other to the effect that the conciliation proceedings are terminated.

As per section 77, the parties are to desist from initiating any judicial or arbitration proceedings in respect of the issues under consideration in conciliation proceedings unless any party feels that such proceedings are necessary to preserve its rights.

Section 78 deals with the costs of conciliation proceedings. The conciliator is/are to determine the costs taking into account,

- the fees of conciliator(s) and witnesses called with the consent of the parties;
- cost of expert advice obtained with the consent of the parties;
- cost of obtaining assistance from an institution for appointment of conciliator(s) and cost of administrative assistance;
- any other expense incurred for the purposes of conciliation proceedings and settlement agreement.

These costs are to be borne equally by the parties unless any other procedure for meeting these costs is agreed by the parties. All other costs incurred by the parties are to be borne by the parties themselves.

Section 79 lays down the procedure for deposit of amounts required for conciliation proceedings by the parties.

Section 80 bars the conciliator(s) from acting as arbitrator(s) or from acting as representative or counsel in arbitration or judicial proceedings relating to the dispute that was the subject matter of the conciliation. It also forbids the parties from presenting the conciliator as a witness in such arbitration or judicial proceedings.

Section 81 bars the parties from relying on or introducing as evidence in any arbitration or in judicial proceedings any of the following matters that may have come up in the conciliation proceedings.

- Views expressed or suggestions made by the other party.
- Admissions made by the other party.
- Proposals made by the conciliator(s).
- Indication of willingness given by the other party to a proposal made by the conciliator.

Clause 67.1 of the Standard Bidding Documents, as introduced in the contract documents through Part II of the documents incorporates an agreement in the contract for appointment of a Disputes Resolution Board for making an attempt for conciliation between the parties as and when the disputes arise. This broadly forbids the conciliator(s) from having any financial interest in any party to the contract, or the Engineer, except to the extent that they are to be compensated for giving service as conciliator(s). It also gives a list of other conditions, which must be fulfilled by the persons who may be appointed as conciliator(s). The clause also gives the procedures for conducting the conciliation proceedings.

Clause 25 of the CPWD contract form 1995, also gives a procedure to be followed, which in a way can be said to have brought in the system of conciliation, albeit to a very limited extent. As per these provisions, the contractor is first to make a reference to the Superintending Engineer and ask for a decision on the dispute. The Superintending Engineer is obligated to give his verdict within the specified time. If the Superintending Engineer does not give his decision within the specified time, or if the contractor is not satisfied with the decision, then he may make a reference to the Chief Engineer. The Chief Engineer is then obliged to give his decision within the time specified for him in the clause. Only if the Chief Engineer fails to give his decision in the specified time, or if the contractor is not satisfied with the Chief Engineer's decision, the question of referring the matter to the arbitrator arises. The system in its true sense is not actually a system of conciliation, but may be considered to be a subtle attempt to reduce the incidence of arbitration by putting the responsibility on the higher echelons of service in the supervisory organisation to apply their mind on the dispute in a quasi-judicial manner and to try and settle some of the disputes between the site engineers and the contractors.

The conciliatory approach to settlement of disputes as a formalised mechanism is relatively of a recent origin. The mechanism of trying to settle disputes through mediation was, no doubt, in vogue earlier too though it was more in the sort of an informal arrangement between two parties to the contract who agree to refer their disputes to mediation of a known person of integrity and known to be impartial as well as knowledgeable. Such a system was rarely provided for in the contracts themselves and used to

be resorted to, after the disputes had arisen and after the two parties felt the need for quick resolution. Of course, the system of referring the disputes to an arbitrator has been in existence in construction contracts for quite some time now.

Arbitration

When the conciliatory system fails - which is not quite un-often - or when there is no agreement between the parties to adopt the system of conciliation for settlement of differences between them, the disputes in construction contracts are invariably referred to arbitration for resolution.

For the system of arbitration to work well, it is desirable that all the parties involved in the dispute should be willing to co-operate and should be willing to substantially respect the decision of the arbitrator. In general, an arbitration mechanism is effective and quick if the following factors are kept in view by all the parties concerned.

- All the parties must co-operate, submit to the jurisdictions and directions of the arbitrator and should stick to the time schedule laid down for various milestones.
- The parties should themselves be interested in a fair and a judicious decision.
- The arbitrator should be a person of integrity and eminence, and should infuse confidence of a fair final decision amongst the parties to the dispute.
- The arbitrator should be a knowledgeable person having competence to appreciate the techno-legal aspects of the disputes. For disputes arising in construction contracts, the arbitrators should preferably be persons having thorough knowledge of construction management techniques - both in planning as well as execution techniques - and should have a capacity to appreciate the legal issues involved. What is required is an ability to appreciate both the technical as well as the legal issues. Expertise in one field and no knowledge or ability to appreciate the intricacies of the other may not be enough for full appreciation of the points of dispute.

Arbitration system was meant to provide an easy and expedient mechanism for dispute resolution without the need of resorting to a long drawn litigation. Unfortunately however, now a days one finds that a large number of cases is fought in courts to contest the arbitration awards. The implementation of the awards therefore, usually takes very long time. This tends to defeat the very purpose of opting for arbitration as a mechanism for dispute resolution and deprives the system of its intended simplicity and expediency.

A reference to arbitrator(s) can be made only if the parties at dispute mutually agree to refer the disputes to the arbitrator(s). An arbitration agreement is therefore a prerequisite to commencement of the arbitration proceedings. An arbitration agreement may be drawn separately but this is usually included as a clause in the construction contract itself.

Arbitration in this country was earlier governed by Arbitration Act of 1940, which was replaced by the Act of 1996. It is expected that with the revised procedures spelt out in the new Act, the incidence of post-award litigation might reduce, bringing back the much needed expediency in settlement of disputes through this system. The in-built provisions in the new Act under which the award acquires a force of a decree automatically, unless contested within the specified time frame, should help in early effective implementation of awards giving an early finality to the disputes. Further, with the in-built provision for payment of interest on the award amount at a hefty rate of 18%, the tendency to delay payment by resorting to litigation to contest the awards on frivolous grounds should also reduce.

Law with reference to the provisions of the new Arbitration Act is yet to develop through judicial decisions. Also, the arbitration awards based on the new Act provisions are yet to become available in a big way. However, since the disputes predominantly arise on the interpretation of the clauses of the contract, and as long as the principles contained in the terms of the contracts follow the same pattern, guidance does become available from the rich development of law so far, and the decisions taken in arbitration cases so far help in understanding the trend. Though the applicability of the old judicial decisions with reference to the new Act would be a matter for examination in each case, the principles evolved through years of judicial scrutiny will still continue to provide a guiding force in dealing with the

matters of dispute resolution through arbitration - both to the parties themselves as well as to the arbitrators.

By and large it is observed that the judicial process for settling disputes through court of law is a long drawn and time consuming exercise, particularly so, in this country. A built-in provision for conciliatory and arbitration mechanism for dispute resolution is aimed at cutting short the process.

Many a times the disputes that crop up have serious implications on the interests of the parties to the contract and their non-resolution in time, in turn, seriously affects the execution of the project. It is, therefore, desirable that all the construction contracts should have built-in mechanism for quick dispute resolution.

Unfortunately, a good system like arbitration fails to achieve the desired results in dispute resolution process on account of the parties boosting up their claims on one hand and on account of the lack of understanding and/or integrity on the part of the arbitrators.

For obvious reasons, it is almost always the contractor who puts in claims for reference to arbitration as quite often it is the decision of the departmental officer that goes against his interests. For obvious reasons again, it is very rare, if at all, that the department seeks to initiate the arbitration proceedings. (Of course, once the contractor has put in his claims, the department invariably comes up with several counter claims.)

Moreover the universal impression is that most of the awards go against the department. This led some government departments to opt out of the system of arbitration itself in construction contracts. The current construction contracts in Delhi Development Authority works, is an example of this sort.

The perception of unfair disadvantage to the department further seems to have got compounded with some of the contractors putting up highly exaggerated and boosted up claims and the arbitrators giving awards on them.

It is, no doubt true, that lack of the essential ingredients like integrity and sincerity of purpose would vitiate the effectiveness of any system. The position will further be aggravated if there is lack of ability to appreciate, understand and then arbitrate on the technicalities of the issues involved. But still, it would not be fair to conclude that the system itself lacks effectiveness and expediency. It must be appreciated that the system of arbitration does provide a forum for analysing the disputes purposefully, and for giving an expeditious resolution to contentious issues. This in the ultimate analysis should help in the execution of the project. The system of resolving disputes through arbitration should therefore continue to be applied to construction contracts. Of course, selection of arbitrators has to be done judiciously and the parties should also display a sense of co-operation so that the system provides a quick resolution.

An overview of the statute governing arbitration proceedings

The experience so far in this country with arbitration mechanism has been in the context of the provisions of the Arbitration Act of 1940, as that was the Act in force till 1996. The case law on the basis of the 1996 Arbitration Act is yet to develop.

The Arbitration and Conciliation Act 1996, was promulgated in pursuance of the recommendations of the General Assembly of the United Nations to all the countries for giving due consideration to the UNCITRAL (United Nations Commission on International Trade Law) Model law on International Commercial Arbitration and UNCITRAL Conciliation Rules and with a view to consolidating and amending the law relating to domestic arbitration, international commercial arbitration and enforcing of foreign arbitral awards. The new act is largely based on the provisions of Model law on International Commercial Arbitration of United Nations Commission on Trade Law and its conciliation rules.

In essence the Act is constructed in four parts; first part deals with arbitration, second part with enforcement of certain foreign awards, third part with conciliation and fourth part with the supplementary provisions.

The new act aims to correct some of the deficiencies that came in the way of expeditious action in arbitration proceedings under the previous act. Main improvements in the new law in this regard are as

follows:

- The procedure for appointment of arbitrators by court of law is simplified. Now the Chief Justice, or any person or institution designated by him, is to appoint the arbitrator as per the administrative scheme formulated by him.
- The provision now is that only independent persons, not connected with any party, are to be appointed as arbitrators. As a matter of fact it is obligatory on the part of the arbitrators to disclose in writing any circumstances likely to give rise to justifiable doubts with regard to their independence or impartiality. Any party can challenge the appointment of persons whose independence is in doubt before the arbitration tribunal.
- There is more finality in the arbitration awards. Now the awards can be set aside only on very limited grounds.
- The award now is a deemed decree by itself. The earlier provision of 1940 act for filing of award in the court and for applying for making it a decree have been dropped. The award now is a deemed decree if it is not challenged or if the challenge fails.
- There is no time limit now for making of the award by arbitrator/arbitration tribunal and consequently, the arbitrator(s) are not dependent on the will and the consent of the parties for acquiring jurisdiction during extended time. As per the earlier act, it was mandatory that the award be made within a period 4 months of entering into reference. Extension beyond the specified period could, as per the previous Act, either be obtained through the consent of both the parties, and failing that, through long drawn court litigation. It was possible for one of the parties to adopt dilatory tactics to get the hearings etc. postponed and to drag on the proceedings. After expiry of the statutory period, the party not wanting to continue with the proceedings for fear of likely failure could refuse to grant further extension. The entire proceedings could thus easily be frustrated by one party through its non-cooperation in the initial stages and subsequently through refusal to give consent for extension of time. This is now not possible, as the arbitrators do not now function at the pleasure of the defaulting party.
- The jurisdiction of the courts is now limited in respect of granting stay on the proceedings of arbitration during the currency of proceedings till making of the award. The judicial authorities are now not expected to intervene except in circumstances specified in the Act.
- The new act also gives clarity on some procedural matters for conducting arbitration proceedings.

The arbitral tribunals have been given wide powers to decide disputes effectively. The salient features in this regard are:

- The arbitral tribunal is not bound by the Code of Civil Procedure, 1908. Arbitral tribunal has the freedom of conducting the proceedings as per agreement of the parties, and if the agreement is silent on the issue, in the manner as the arbitral tribunal considers appropriate.
- Arbitral tribunal is given powers to determine the admissibility, relevance, materiality and the weight of any evidence. Indian Evidence Act 1872 is not a binding on the arbitral tribunal. The tribunal can compel a witness to appear before it by applying to the Competent Court of law for assistance in taking evidence.
- Arbitral tribunal is empowered to terminate the proceedings if the claimant fails to file the statement of facts. The arbitral tribunal is also empowered to continue proceedings if respondent fails to file the counter statement of facts and claims in the time fixed for the purpose.
- Arbitral tribunal is authorised to appoint one or more experts to report to it on specific issues to be determined by it.
- It is now obligatory for the arbitral tribunal to give reasons for the award unless the parties have agreed that the reasons need not be adduced. Earlier, reasons were to be recorded only if it was so stipulated in the arbitration agreement.
- Arbitral tribunal is now clearly empowered to award interest from the date on which the cause of action arose to the date of making of the award. So far as the post award period is

concerned, the arbitration award is to carry interest automatically at the rate of 18% per annum from the date of award to the date of payment unless the arbitral tribunal directs otherwise.

- The arbitral tribunal is authorised to ask for advance deposits from the parties and fix the fees and expenses of the arbitrators, witnesses, legal fees etc. The arbitral tribunal holds the lien on unpaid costs of arbitration.
- The act provides for the conciliation agreement towards settlement of disputes.

Summary of provisions in Arbitration Act of 1996 & comparison with 1940 Act

The law on the basis of the new act, as stated here in before, is yet to develop. If the rich experience of the past is to be applied to the current scenario, it will be useful to compare the essential features of the new act with the corresponding features of the old act so that the import of the earlier court decisions is understood in proper perspective with reference to the provisions of the new act. The salient features of the Arbitration and Conciliation Act 1996, so far as they are relevant to the construction management and to contract management in construction field, and a broad comparison with the corresponding provisions, to the extent that they were available in the previous Arbitration Act of 1940, are given below:

Summary of provision in Arbitration and Conciliation Act 1996	Comparison with corresponding provisions in Arbitration Act 1940
<ul style="list-style-type: none"> • Section 1 deals with the jurisdiction to which the act is applicable. The act extends to whole of India except that the parts relating to arbitration, conciliation and supplementary provisions extend to state of Jammu & Kashmir for international commercial arbitration and conciliation only. 	<p>The act was applicable to whole of India except the state of Jammu & Kashmir.</p>
<ul style="list-style-type: none"> • Section 2 deals with the definitions of the terms used in the act. 	<p>Section 2 in this case also gave definitions of the terms used in that act.</p>
<ul style="list-style-type: none"> • Section 3 gives the procedures for determining the validity of communications and the effective date of receipt of any communication. 	<p>This act did not give any specific procedures for determining the validity of communications.</p>
<ul style="list-style-type: none"> • Section 4 gives the circumstances in which the right to object stands waived. In effect it has been stipulated that if the party, who wants to object to any procedure or any matter, does not do so within the time allowed but proceeds with the arbitration, is deemed to have waived its right to object. 	<p>This act did not have any laid down system for objecting to the appointment of an arbitrator. On the contrary, it was laid down that the authority of an arbitrator could only be revoked through intervention of the court.</p>
<ul style="list-style-type: none"> • Section 5 prohibits a judicial authority to intervene in the arbitration matters except to the extent specifically provided for. 	<p>Section 5 specifically provides for the system of court intervention in the matters relating to the authority of the arbitrator. Also under section 11 powers were specifically vested in the courts to remove the arbitrators and under section 12 for filling the vacancies.</p>
<ul style="list-style-type: none"> • Section 6 deals with the matter of providing administrative assistance to the arbitral tribunal. 	<p>There was no such provision in the Act of 1940.</p>
<ul style="list-style-type: none"> • Section 7 defines the arbitration agreement. It is stipulated that the arbitration agreement may be 	<p>There was no specific provision in this Act to specify the shape in which the arbitration</p>

<p>Summary of provision in Arbitration and Conciliation Act 1996</p>	<p>Comparison with corresponding provisions in Arbitration Act 1940</p>
<p>by way of a clause in the main agreement or may be a separate agreement. The section stipulates that the agreement shall be in writing and further also indicates when the same is considered to be in writing.</p> <ul style="list-style-type: none"> • Section 8 enjoins upon the judicial authority to refer the dispute to arbitration in circumstances when the subject matter is within the purview of an arbitration agreement and when it is so pointed out on or before the filing of the first statement in the court. It further allows the arbitration proceedings to be commenced and carried on pending decision before the judicial authority on the issue concerning the need to refer to the arbitration proceedings. • Section 9 deals with some interim procedural measures etc. by the court. • Section 10 deals with the number of arbitrators. It is stipulated that the parties are free to determine the number of arbitrators provide the number is not an even number. In case of disagreement on the number, the arbitral tribunal is to consist of a sole arbitrator. • Section 11 deals with the procedures for appointment of arbitrators and the persons who can be appointed as arbitrators. The stipulation is that an arbitrator may belong to any nationality unless other wise agreed by the parties. Parties can agree on their own procedures for appointment of arbitrators except where the procedure fails on account of non-action by one party or by the institution given the responsibility to appoint or disagreement between two arbitrators appointed on further procedural requirements. In such cases, and in cases where 	<p>agreement may exist. The shape in which the agreement could exist was a matter of fact relevant to each case.</p> <p>Under section 8 of this Act, the court had the powers to appoint the arbitrator where it was apparent that the arbitration agreement existed. The powers were discretionary though by practice the courts used to appoint arbitrator(s) or ask the authority named in the agreement to appoint the arbitrators. The Act of 1996 is more specific and mentions that the judicial authority concerned 'shall' refer the parties to the jurisdiction of arbitration.</p> <p>There was no specific provision of this kind in this Act and the matters were to be determined in accordance with the provisions of the general laws.</p> <p>This act also did not specifically provide for the number of arbitrators to be appointed. It did not even exclude the possibility of there being even number of arbitrators. First schedule also recognised appointment of even number of arbitrators but made it obligatory in such cases to appoint an umpire. Further, section 10 also gave the course of action when the arbitrators were evenly divided.</p> <p>Section 10 further clarified the position in cases where three arbitrators were to be appointed by agreement, to specify the situations when all the three were to act as arbitrators and when the third arbitrator was to act as an umpire.</p> <p>There was no corresponding provision in the Act of 1940. The powers to appoint the arbitrators were inherently derived from the arbitration agreement. The courts had judicial powers to appoint arbitrators as per the provisions of section 8 and section 9, in cases where the concerned parties, and/or authorities, failed to appoint the arbitrators as per the prescribed framework. The courts also had powers to fill up the vacancies in a similar manner. Sections 11 & 12 further gave authority to the courts to remove and to</p>

<p>Summary of provision in Arbitration and Conciliation Act 1996</p>	<p>Comparison with corresponding provisions in Arbitration Act 1940</p>
<p>the parties fail to reach an agreement on procedure for appointment, the authority to appoint arbitrators is vested in the Chief Justice or in the person or the institution authorised by the Chief Justice, subject of course, to the condition that the qualifications of the person to be appointed and the independence and impartiality of the person to be appointed being kept into consideration. In this regard the Chief Justice may also make a scheme for dealing with such functions entrusted to him in matters of appointment of arbitrators.</p> <ul style="list-style-type: none"> • Section 12 deals with the obligations of the persons who are likely to be appointed as arbitrators and the persons who may have already been appointed as arbitrators, and refers to the circumstances that could give rise to the justifiable doubts about the independence or impartiality of such persons. The section further gives the circumstances under which the appointment of an arbitrator may be challenged. In substance these are the circumstances that could give rise to justifiable doubts about independence and impartiality of the arbitrator and about the qualifications of the person to act as the arbitrator. It is further stipulated that a party can challenge the appointment after such an appointment is made only if it becomes aware of the reasons for the challenge after the appointment is made. • Section 13 gives the procedure and the time frame for challenging the constitution of the arbitral tribunal. Unless the other party agrees with the challenge or unless the concerned arbitrator withdraws from the office of the arbitrator, the decision on the challenge is to be taken by the arbitral tribunal. It is further stipulated that if the challenge is not successful, the arbitral tribunal will continue till the making of the award. The party who challenged the arbitral tribunal may challenge the award for setting the same aside under section 34 of the act. • Section 14 gives the circumstances under which the arbitration proceedings may be terminated. Basically if the arbitrator is incapacitated or withdraws from arbitration the proceedings get terminated. The parties can also approach the court if there is disagreement on the issue of 	<p>appoint substitutes for the removed arbitrators in the circumstances mentioned therein.</p> <p>There was no corresponding provision in the Act of 1940 under which the arbitrators were under any obligation to declare the circumstances, which were likely to affect their independence of judgement before their appointment. The aggrieved parties had to take recourse to other judicial remedies under other general laws of the land.</p> <p>There was no such provision in the Act of 1940.</p> <p>Circumstances were not elucidated in the Act itself. The aggrieved party could approach the court for removal of the arbitrator under section 11. Otherwise the authority of the arbitrator was irrevocable under the provisions of section 5.</p>

Summary of provision in Arbitration and Conciliation Act 1996	Comparison with corresponding provisions in Arbitration Act 1940
<p>whether the arbitrator is incapacitated or has withdrawn.</p> <ul style="list-style-type: none"> • Section 15 gives further grounds when the arbitration proceedings may be terminated. These include cases of arbitrators' withdrawal from office, and an agreement between the parties to terminate the proceedings. The section also gives the procedure for appointing a replacement arbitrator. • Section 16 gives the arbitral tribunal powers to rule on the jurisdictional matters. It clarifies that an arbitration clause in a contract is to be treated as independent of the other terms of the contract. It stipulates that if the contract itself is held to be null and void, it shall not ipso jure mean invalidity of the arbitration clause. It further provides for the procedure and the time when any party may question the jurisdiction of the arbitral tribunal. • Section 17 gives the arbitral tribunal powers to order taking of some actions, and to provide security in respect of those actions, as considered necessary in connection with the subject matter. • Section 18 provides for equality in treatment of the parties by the tribunal • Section 19 exempts the arbitral tribunal from strict adherence to the Code of Civil Procedures and allows the parties to determine, by agreement, the procedure to be followed for arbitration proceedings. The section further allows the tribunal to devise an appropriate procedure in case of there being no agreement between the parties on the procedure to be followed. Further the arbitral tribunal has been, through this section, given powers to determine the admissibility, relevance, materiality and weight of the evidence. • Section 20 allows the parties to decide the place where the arbitration proceedings will be held and further allows the arbitral tribunal to decide the place if there is no agreement on this issue between the parties. • Section 21 stipulates that the date of commencement of the arbitration proceedings in respect of any dispute is the date on which the request for that dispute by one party is received 	<p>There was no corresponding provision in the Act of 1940.</p> <p>This was implied in the Act of 1940, but was not specifically provided for as in the Act of 1996.</p> <p>This provision was also implied in the Act of 1940 as a part of the inherent powers of arbitrators, but was not specifically provided for as in the Act of 1996.</p> <p>This too was implied in the Act of 1940, but was not specifically provided for.</p> <p>There was no such specific provision in the Act of 1940 in this regard.</p> <p>(Strict adherence to the Code of Civil Procedures was not generally contemplated in the earlier act too. Regarding procedures, they were generally devised by consensus)</p> <p>There was no such specific provision in the Act of 1940 in this regard. However, the place used to be decided by the arbitrators usually in consultation with the parties</p> <p>There was no such specific provision in the Act of 1940. First schedule, however, did mention that the arbitrators were to give their award within four months of their entering</p>

<p>Summary of provision in Arbitration and Conciliation Act 1996</p>	<p>Comparison with corresponding provisions in Arbitration Act 1940</p>
<p>by the respondent, that is the other party.</p> <ul style="list-style-type: none"> • Section 22 deals with the language to be adopted for the arbitration proceedings. As in other cases, in this case too the parties are at liberty to agree on the language to be used. In the event of no agreement being there between the parties, the arbitral tribunal is given the powers to decide on the language to be used for written and oral submissions and for giving a translation of the documents written in any other language. • Section 23 deals with the statement of claims and the statements of defence giving arbitral tribunal powers to determine the time frame for submission of these. The section further allows the parties to amend or supplement the claim and the defence during the proceedings unless there is an agreement to the contrary or unless the tribunal considers it inappropriate. • Section 24 deals with the necessity or otherwise of oral hearing and allows the arbitral tribunal to take a decision on this unless there is an agreement on this issue not to have oral hearings. The emphasis is on allowing oral hearings if any party demands the same. The section further stipulates that there would be adequate notice for oral hearings. The section also makes it obligatory to ensure that the documents, information etc. given by one party to the arbitral tribunal are given to the other party too. • Section 25 deals with the situations when the parties do not stick to the time schedule or if they fail to appear in oral hearings. It is stipulated that if the claimant fails to give the statement of claims, the proceedings be terminated. If the respondent fails to submit defence, the proceedings may continue not treating the failure as admission; and if any party fails to attend the hearing and/or produce documents, the proceedings may continue. 	<p>upon the reference. The date of entering upon the reference was then left to interpretation of facts and circumstances. The general axiom was to determine as to when the arbitrator first applied his mind to the context of the case. Generally the first hearing used to be the crucial deciding factor.</p> <p>There was no such specific provision in the Act of 1940 in this regard.</p> <p>The procedures prescribed now were being followed in convention though there was no specific provision of this kind in the Act of 1940.</p> <p>The procedures prescribed now were being followed in convention though there was no specific provision of this kind in the Act of 1940. Oral hearings and examination of documents and witnesses were implied in the arbitration proceedings by virtue of the powers of the arbitrators given in section 13 of that Act.</p> <p>There were no corresponding provisions in the Act of 1940. As a result thereof, the proceedings used to get unduly prolonged, or even frustrated, when one of the parties chose not to co-operate.</p>

Summary of provision in Arbitration and Conciliation Act 1996	Comparison with corresponding provisions in Arbitration Act 1940
<ul style="list-style-type: none"> • Section 26 deals with the appointment of experts for giving a report on specified issues. The section further contemplates full co-operation from the parties and provides for giving of relevant material to the expert and provides for the procedure for oral hearing etc. of the expert. 	<p>There was no such specific provision in the Act of 1940 in this regard. Experts were however employed when the need arose and their reports obtained as in the court proceedings.</p>
<ul style="list-style-type: none"> • Section 27 prescribes the procedure for seeking court's help in getting evidence and the treatment to be meted out and the penalties etc. for defaulters. 	<p>There was no such specific provision in the Act of 1940 in this regard. The procedure for seeking court's help wherever necessary was implied and to that extent provision existed in section 43 of that Act.</p>
<ul style="list-style-type: none"> • Section 28 deals with the rules and laws applicable to domestic and international disputes. 	<p>There was no such specific provision in the Act of 1940</p>
<ul style="list-style-type: none"> • Section 29 deals with the decision making process. It is stipulated that the decision will be that as has been taken by the majority of the arbitrators unless the parties have agreed that the decision will be that of the presiding arbitrator. 	<p>There was no specific provision in the Act of 1940 stating that the majority decision would prevail though this is the commonly accepted norm. There was however, a specific provision in the First Schedule of the Act for appointment of an umpire and the umpire giving the final award when the arbitrators are not able to come to an agreement.</p>
<ul style="list-style-type: none"> • Section 30 lays emphasis on encouraging conciliation or settlement between the parties. The section stipulates that such a conciliation effort is not incompatible with the scheme of arbitration and it further gives the procedure for giving effect to such a settlement and the extent of force that an award based on such a settlement would enjoy. 	<p>Conciliation was not a process prescribed in the Act of 1940. No doubt, the arbitrators used to recognise the agreement between the parties and used to give awards accordingly on those issues where there was an agreement between the parties.</p>
<ul style="list-style-type: none"> • Section 31 gives the form and the contents to be given in the arbitration award. The essential features are : <ul style="list-style-type: none"> ◇ Award should be signed by all the arbitrators, failing which it should be signed by majority of the arbitrators and reason for absence of signatures of the remaining arbitrators should be recorded. ◇ Award shall give reasons for the award unless the parties have agreed otherwise, or if the award is in pursuance of conciliation as per agreed terms ◇ Award must give the date and the place where the award is made. 	<p>Section 14 of the Act Of 1940 provides for this.</p> <p>Giving of reasons was not mandatory in accordance with the Act of 1940. Reasons were to be given by the arbitrators when so required by the arbitration agreement itself.</p> <p>This was implied.</p>

Summary of provision in Arbitration and Conciliation Act 1996	Comparison with corresponding provisions in Arbitration Act 1940
<ul style="list-style-type: none"> ◇ A copy of the award after it is made should be delivered to each of the parties. 	<p>As per the Act of 1940, a notice of the award having been made was to be given to the parties.</p>
<ul style="list-style-type: none"> ◇ An interim award can also be made. 	<p>There was no such specific provision in the Act of 1940.</p>
<ul style="list-style-type: none"> ◇ Unless otherwise agreed by the parties, the award may include a suitable interest on whole or a part of the award, at the discretion of the arbitrators, from the date on which the cause of action arose to the date of award. 	<p>There was no specific provision for payment of interest in the Act of 1940. The claims for interest were governed by the provisions of Interest Act and agreement. The courts had powers to award interest as per that Act.</p>
<ul style="list-style-type: none"> ◇ Unless otherwise directed, the award shall carry interest at 18% from the date of award to the date of payment. 	<p>There was no such mandatory provision in the Act of 1940. However, the interest was being allowed by the arbitrators at varying rates of interest which invariably used to be much lower than rate of 18% interest now incorporated in the Act of 1996 as a mandatory payment unless otherwise agreed by the parties.</p>
<ul style="list-style-type: none"> ◇ Unless otherwise agreed, cost of arbitration is to be fixed by the arbitrators, indicating who is entitled to cost, who is to pay for the cost, the amount payable (or the method for determining the same) and the manner in which the cost will be paid. The cost is to include fees and expenses of arbitrators and witnesses, legal fees & expenses, any administrative fee for the institution supervising the arbitration and any other expenses incurred in connection with the arbitration. 	<p>Similar provisions existed in the Act of 1940 in its First Schedule.</p>
<ul style="list-style-type: none"> • Section 32 gives the procedure for termination of proceedings. The proceedings terminate with making of an award or through an order of the arbitral tribunal in situations when the claimant withdraws claim, or when the parties agree to terminate, or when the tribunal feels that it is unnecessary or impossible to continue. 	<p>The situations, in which the arbitration proceedings are to stand terminated, were implied, but were not specifically, spelt out in the act.</p>
<ul style="list-style-type: none"> • Section 33 gives the procedure for making correction, giving interpretation and for giving additional award. It is stipulated that a party giving a notice to the other party may request the arbitrators within 30 days of making an award (unless otherwise agreed by parties) to make a correction or to give an interpretation or to make an additional award. The arbitrators may 	<p>Corrections were made only on remission of the award by a court of law.</p>

Summary of provision in Arbitration and Conciliation Act 1996	Comparison with corresponding provisions in Arbitration Act 1940
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consider such a request and may adjudicate and give necessary clarification, interpretation or additional award, as the case may be, within 60 days. But the arbitral tribunal has powers to extend this time.

- Section 34 lays down the circumstances for setting aside of the award. It is stipulated that the award may set aside by a court only if the party making an application for setting aside of the award submits proof to the effect that

- ◇ it was under some incapacity, or
- ◇ that the arbitration agreement is invalid,
- ◇ or that party was not given proper notice of appointment of arbitrators, or of the proceedings or
- ◇ if the party was otherwise unable to present its case, or
- ◇ if the award deals with disputes not contemplated in the terms of reference or it contains decisions beyond the scope of reference. It is however stipulated that if the parts dealing with such issues as are beyond the terms of submission or scope of reference can be separated that part only will be set aside, or
- ◇ if the composition of the arbitration tribunal was not in accordance with the arbitration agreement (unless the arbitration agreement itself is in conflict with the provisions of the arbitration act)

The arbitral award may also be set aside if the court finds that,

- ◇ the dispute can not be settled through arbitration; or
- ◇ the award is in conflict with the public policy of India.

The grounds on which the award could be challenged and set aside as per the provisions of the Act of 1940 were :

- ◇ that an arbitrator or umpire has misconducted himself or the proceedings,
- ◇ that an award has been improperly procured or is otherwise invalid
- ◇ that an award has been made after the issue of an order by the Court superseding the arbitration or after arbitration proceedings have become invalid,

Apart from the above-mentioned grounds, specifically mentioned in the Act, some other grounds also came to be recognised in judicial pronouncements. These grounds are as given below.

- ◇ The award is on issues not referred to arbitration.
- ◇ Award contains an error apparent from the record

There was no specific provision of this type in the old act.

There was no specific provision of this type in the old act, though the government could even otherwise decide not to accept any particular award that is against the laid down public policy. In construction contracts however, there would hardly be an occasion for refuse to accept any award on these

Summary of provision in Arbitration and Conciliation Act 1996	Comparison with corresponding provisions in Arbitration Act 1940
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- Section 35 provides that subject to the provisions of the Part I of the Act, the arbitration award is final and binding on the parties.
- Section 36 stipulates that subject to the time allowed for challenging the award having lapsed, or a challenge having been made and rejected, the award is enforceable as a decree.
- Section 37 defines the orders, which can be appealed against. They are :
 - ◊ granting or refusing to grant any measures under section 9 which relates to appointment of a guardian for a minor, preservation of the disputed goods and/or property, securing of the amount in dispute, interim injunction or appointment of a receiver or any other interim measure.
 - ◊ setting aside or refusing to set aside an arbitral award.
 - ◊ Orders of the arbitral tribunal on jurisdictional matters and on interim measures (Orders made under sections 16 and 17).
- Sections 38 to 43 deal with miscellaneous matters like deposits to be made to meet the costs of arbitration, effect of insolvency or death of any party to arbitration, jurisdiction of the appellate court, and the extent of applicability of Limitation Act.
- Sections 44 to 60 deal with enforcement of certain foreign awards and Geneva Convention awards.

grounds in construction contracts.

The award was not final and binding by itself. It became final only after the same was filed and made a rule of court.

The award by itself was not enforceable as a decree. A decree had to be issued by a court of law.

There was no such provision in the previous Act.

About the compilation enclosed in this treatise.

Learning is a lifetime process. One learns from past events and experience. Knowledge builds up not only from one's own experience and one's own analytical thinking but also from the experience and the analytical traits of others. For that one must have access to the experience and the thinking process of the past peers as well as of the present masters irrespective of whether one ascribes to their theories or not. After all even for disagreeing with a precedent, one tends to apply a critical mind to convince one's own self about the correctness of one's ideology.

The information on past court decisions is abundantly and readily available through several legal periodicals, reporters and compilations which provide ready access to what the luminaries said in their decisions on various subjects including disputes in construction contracts. No such compilation is however available to give data on what the peers said in arbitration awards. It is true that the arbitration awards do not develop law as the court decisions do, but still if a compilation and an analysis of claims and awards becomes available, it should prove to be of much use to all those who wish to be fair and just, either as construction managers themselves or as conciliators and arbitrators.

There is no denying fact that a lot of subjectivity inevitably enters the decisions of arbitrators while dealing with various cases coming up before them. Knowledge of the pattern of decisions made on similar issues earlier should help in instigating a closer analysis, even if the decision to be given is to be different from the trend of earlier decisions on a similar issue.

The compilation in this treatise is an effort to give an analysis of the types of claims, the stand taken (as seen through the eyes of the arbitrators) by the claimants and respondents. The compilation and the analysis are based on the decisions given by the arbitrators in some of the cases governed by CPWD contract forms. The compilation and the analysis are based on a study of 84 awards involving over 900 claims and counter claims. The number of claims analysed is large enough to indicate the pattern of claims and awards in construction contracts with terms and conditions akin to the ones included in CPWD contract forms. The list of awards included in the study is given in Appendix 1.

The contentions of the claimants and the respondents have been culled out from the reasons recorded by the arbitrators in the published awards. In some cases the arbitrators did not give details of contentions though the awards were to be reasoned awards. In such cases it was not possible to spell out the contentions of the parties. But such cases are only a few in number, and in most of such cases the award against the relevant claim was either nil or the claim itself was withdrawn by the concerned party, suggesting thereby that either the claim was frivolous, or a settlement was arrived at before the award.

Author's impressions and views are given against some awards. Arbitrators may have had their own reasons for giving the awards as they did. The impressions and the views are based on facts as they appear from the language in the awards. In some cases absence of reasons themselves, or inadequacy of clarity in the language used, may also have led to these impressions/views. These are to be construed as the impressions of an experienced construction and contracts manager on the award on its face value. These remarks, it is hoped, would help claimants, respondents and/or arbitrators in dealing with similar claims in future with a possible corrective approach, either in presentation of the cases or in recording of reasons leading to the award and making the reasoning more lucid.

The claims are listed on the basis of the nearest clause, which may have had a material reference to the claim and/or the arbitrator's decision. Though the awards analysed in this compilation were all on contracts where the old CPWD contract forms were used, reference to the corresponding clauses in the new CPWD contract form of 1995 is also given for convenience in referring to them and in understanding the strength of the claim and/or award, if the new contract form was used.

In several cases, as per CPWD Contract Forms, the decisions of the departmental officers are sought to be made final and binding on the parties to the contract. To what extent such decisions are arbitrable is a matter to be pondered over. Some argue in favour of these being subjected to adjudication through the arbitrators. Others feel that the decisions of the departmental officers having been agreed to have finality, they fall outside the purview of the arbitration agreement. However, as far as possible, the issues on which the decisions of the departmental officers are sought to be made final and binding on the parties are indicated in the compilation for ready reference and application of mind.

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
<p align="center">Clause 2 of old CPWD Contract Forms PWD 7 & PWD 8</p> <p align="center">(Levy of compensation)</p> <p>Total number of claims 44 (26 by contractors and 18 by department) Success in financial terms 96.54% for contractors and 20.21% for department.</p>						<p>(Corresponding clause in 'General Conditions of Contract for Central P.W.D. Works - 1995' is Clause 2 which is to be read along with Clause 5. Stipulation regarding time being of essence of contract, which was earlier given in Clause 2 itself, is now shifted to Clause 5. The stipulation for making of a schedule for planned progress of work is also shifted to Clause 5. The compensation amount named in Clause 2 is modified to provide for compensation at the rate of 1% per week of delay for bigger works.)</p>			
<ul style="list-style-type: none"> This clause defines the action to be taken to ensure progress in accordance with the stipulated time frame and to ensure timely commencement and completion of the projects. The clause specifies the quantum of compensation that can be levied in case of delay in commencement, completion and the rate of progress at intermediate stages in implementation of the work and the authority empowered to take a decision in this regard. It is further specified that the decision of the Superintending Engineer in respect of the compensation to be levied for defaults under this clause, is final and binding on the parties. The claims by the contractors for refund of the compensation levied, and by the Department for recovery of compensation wherever the same is considered to be recoverable and has not yet been recovered are listed under this clause in this compilation. Taking a cue from the Supreme Court decision in Vishvanath Sood case, officers of the department have been, many a times, taking a view that the claims on this issue are not to be referred to arbitrator as the decision of the Superintending Engineer is stipulated to be final. Still a lot of cases were referred to the arbitrator in the past as is evident from the cases listed in this compilation. <p>(Some claims for refund of earnest money have also been include in this category, though they may not strictly fall under this category, as to an extent the issue of refund of earnest money may arise due to no-commencement of the work.)</p>									
Amount withheld for extension of time.	12 Type I, 16 Type II Qrs. for Central Excise at Durgapur (W.B.)	Contractor's Claim No. 07.00	1000	1000	1000	Claim for amount withheld for extension of time.	Department agrees to refund.	Respondents agreed to refund the withheld amount.	Seems to be a case of wrongful withholding, corrected by consensus during the proceedings.

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Levy of compensation	12 Type I, 16 Type II Qrs. for Central Excise at Durgapur (W.B.)	Department's Claim No. 02.00	141820	NIL	NIL	X	Compensation under clause 2.	Action belated. No loss. Not entitled to levy compensation.	Arbitrator seems to have refused to award compensation due to belated action. Otherwise there is no indication on the justification aspect.
Refund of penalty for delayed completion	122 Quarters for AG, Jaipur.	Contractor's Claim No. 03.00	1000	NIL	NIL	Claim for refund of penalty for delayed completion.	X	Claim withdrawn during hearing.	Amount of claim is small. Claim having been withdrawn, the dispute gets extinguished.
Refund of compensation for delay.	122 Quarters for AG, Jaipur.	Contractor's Claim No. 05.00	Not specified	NIL	NIL	Refund of compensation for delay.	X	Claim is withdrawn	Reasons for the claim having been withdrawn are not clear. May have been withdrawn as it seems to be a duplication of previous claim.
Amount withheld for sanction of extension of time case.	2 Nos. Type V Qrs. for I. Tax & Central Excise at Altoporvorim.	Contractor's Claim No. 06.00	2000	NIL	2000	Refund of amount withheld for extension of time.	X	No rights reserved during stipulated period. Time no more of essence.	Award is given in favour of the contractor despite the findings that the claimant did no work in the stipulated period!
Refund of penalty for delay.	2 Type V Qrs. for CRPF Rambagh, Srinagar.	Contractor's Claim No. 09.00	1440	NIL	1440	Penalty levied should be refunded.	X	Rights not reserved. Time no more of essence. No compensation leviable.	The reasoning is the usual reasoning questioning the principle of time being of essence of contract.

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Levy of compensation and escalation in prices.	20 Nos. Income Tax Qrs. At Calcutta - Replacement of Roof.	Contractor's Claim No. 03.00	922	NIL	922	Refund of compensation levied by the Department.	Labour and resources were inadequate.	Claim of Rs. 922 is admissible.	The arbitrator does not find the action of levying compensation just.
Amount withheld for extension of time.	20 Nos. Type III Qrs. for Central Excise at Durgapur (W.B.)	Contractor's Claim No. 07.00	2500	NIL	2500	Claim for amount withheld for extension of Time.	X	Awarded in favour of claimant.	The action of withholding some amounts pending sanction of extension of time is even otherwise outside the scope of the contract clauses.
Levy of compensation for Extension of time.	20 Nos. Type III Qrs. for Central Excise at Durgapur (W.B.)	Department's Claim No. 02.00	122895	NIL	NIL	X	Compensation under clause 2	Due to belated decision by Department, no award.	Arbitrator seems to have attributed the refusal to award the compensation to the department due to belated action.
Loss of Government revenue due to delayed completion.	20 Nos. Type III Qrs. for Central Excise at Durgapur (W.B.)	Department's Claim No. 10.00	81900	NIL	NIL	X	Loss of revenue is attributed to delay in completion of work.	Nothing is awarded for this counter claim.	Detailed reasons are not given by the arbitrator. It appears that the loss could not be proved.
Compensation levied under clause 2, not justified.	24 Type II & 16 Type III Qrs. for IBM at Margoa, Goa.	Contractor's Claim No. 03.30	9327	NIL	9327	Compensation levied is not justified.	Slow progress by contractor.	Time not of essence. Belated action. Not justified.	Whether time is of essence of contract in such construction contracts is a debatable issue and still needs to be appropriately sorted out.

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Amount withheld for extension of time.	4 Type I, 12 Type III Qrs. for Central Excise at Durgapur (WB)	Contractor's Claim No. 05.00	1000	NIL	1000	Claim for amount withheld for extension of time.	Contract rescinded	Withheld amount not held justified, hence award in favour of claimant.	X
Levy of compensation under clause 2	4 Type I, 12 Type III Qrs. for Central Excise at Durgapur (WB)	Department's Claim No. 02.00	92820	NIL	NIL	X	Contract rescinded. Compensation claimed.	Rights not Reserved. Time ceased to be essence. Hence no award.	Whether time is of essence of contract in construction contracts is a debatable issue and still is to be appropriately sorted out. In several cases however, the arbitrators have adjudicated on the similar lines saying that the rights were not reserved.
Refund of recovery for Extension of time.	56 Qtrs. for I. Tax & Central Excise, Hubli	Contractor's Claim No. 08.00	5000	NIL	5000	Claim for refund of amount withheld under clause 5.	X	Belated. Also no such provision in Clause 5. Recovery untenable	It seems that the amount was withheld under clause 5 pending sanction of extension of time. It appears that it was not the compensation levied under clause 2!

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Refund of earnest money	704 Qrs. Including Development of site at Salt Lake - SH: Compound wall	Contractor's Claim No. 01.00	9712	NIL	9712	Basic drawings not made available. Could not start the work. Asked for closure.	Closure not accepted. Rescinded due to non start.	Forfeiture of Earnest Money held unjustified; hence award.	Such an award should be logically expected when there is delay in supply of even the basic drawings. Doctrine of frustration of contract.
Compensation on account of delay by Department	8 Type III Qrs. At CJIL Agra.	Contractor's Claim No. 06.00	3885	NIL	3885	Delay was on the part of the Department. No compensation can be levied.	Compensation levied under clause 2.	Delay not refunded, right not reserved, amount be refunded.	No rights reserved and so the compensation denied to Department.
Withheld amount for extension of Time.	8 Type III Qrs. At CJIL Agra.	Contractor's Claim No. 08.00	500	NIL	NIL	X	X	Claim is withdrawn by the claimant	Claim having been withdrawn, this no more becomes a disputed issue. In any case this seems to be covered by the previous claim.
Work delayed. Compensation levied under clause 2.	Buildings for Central Tobacco Board, Jamgareddyguden	Department's Claim No. 02.00	406693	NIL	NIL	No decision for excavation. Plinth Level not decided. Department's delay.	Contractor failed to complete the work even in extended time.	Both the parties in breach of contract. No compensation.	Arbitrator found that both the parties committed breaches. Obviously then, the question of levy of compensation by one party should not arise.

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Compensation under clause 2	C/O 112 Type III Qrs. In GP at Salt Lake.	Department's Claim No. 02.00	329835	NIL	329835	X	Claim is for compensation due to delay by the contractor.	Department was denied use of quarters. SE has evaluated the loss. Claim is justified.	Rare case - Department wins claim under clause 2. The department seems to have produced evidence of the loss it suffered. Also see reasons on claim No. 1 listed under clause 3 claims.
Compensation under Clause 2.	C/O Administration & Communication Block for BSF at Panjipura (WB)	Department's Claim No. 01.00	47908	NIL	NIL	X	Work rescinded. Compensation levied under clause 2	No rights reserved. Nothing is awarded against Counter claim No. 1	Usual reasoning even though the Department had to resort to the course of rescission of contract.
Establishment charges incurred	C/O Administration & Communication Block for BSF at Panjipura (WB)	Department's Claim No. 05.00	57000	NIL	NIL	X	Delay by contractor. Department had to incur extra expenditure.	No evidence for extra expenses by Department; hence no award.	Department seems to have failed in proving extra establishment expenditure.
Refund of compensation levied.	C/O BS Fencing on Punjab Border in Derababa Nanak.	Contractor's Claim No. 06.00	24200	NIL	24200	Claim for refund of compensation levied.	Compensation levied as per Clause 2 for delay.	Time set at large, no more essence. No rights reserved.	Whether time is of essence of contract in such construction contracts is a debatable issue and still needs to be appropriately sorted out.

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Levy of compensation for delay in completion of work.	C/O BS Fencing on Punjab Border in Derababa Nanak.	Department's Claim No. 03.00	24200	NIL	NIL	Compensation not justified.	Claim for compensation under Clause 2 for delay in completion.	Time set at large, no more of essence. No right reserved. Claim rejected.	Point to be considered is whether it was necessary for the department to refer the issue to arbitrator at all.
Claim for Compensation levied under clause 2.	C/O JCO mess and accommodation i/c internal water supply	Department's Claim No. 02.00	29805	NIL	NIL	Delay on account of Department.	Contract rescinded. Claim under clause 2.	No penal action under clause 2 & 3. Refer claimant's claim 1	See reasons given by the arbitrator against contractor's claim 1 which is listed in claims under clause 3.
Compensation under clause 2	C/o Museum at Janpath, New Delhi - Water proofing	Department's Claim No. 02.00	15301	NIL	NIL	X	Work delayed. Compensation levied.	No loss. Hindrance of 192 days. Right to damages not reserved.	'No rights reserved' is a typical reasoning that one finds in many claims under clause 2.
Counter claim for levy of compensation.	C/O Service Rd. & Footpath along Road No. 5C Masjid Moth	Department's Claim No. 02.00	73528	NIL	NIL	X	Claim for full compensation due to rescission.	No breaches by contractor. Levy of compensation not justified.	Department's decision to rescind the contract is not upheld.
Levy of compensation.	D/O Cooch Behar Aerodrome in N.E. Region.	Department's Claim No. 02.00	1000	NIL	NIL	X	Compensation levied for delay in completion by contractor.	The claim is not justified. Hence nil award.	No detailed reasons given. The award follows a general pattern of not allowing levy of compensation.

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Unlawful compensation for delay.	D/O land for Shakti Sthal.	Contractor's Claim No. 03.00	4484	NIL	4484	On account of unlawful compensation levied by the Department	Slow progress & mismanagement by Contractor.	Right to recover charges not reserved.	Such a reasoning one finds in many cases on claims for refund of compensation levied. Apparently however, the award appears to be attributed to procedural deficiencies.
Refund of compensation levied under clause 2.	East/West/Central Block Med. College, Goa Ph. II	Contractor's Claim No. 03.00	1637	NIL	1637	Claim for wrongful compensation levied under clause 2.	Slow progress, insufficient labour, non-procurement of bricks.	Action belated. No evidence of loss to Govt.	Elsewhere arbitrator accepts delay mainly attributed to contractor!
For refund of earnest money.	Extension of f/counter & Instrn. of EPBAX of 200 Ins.	Contractor's Claim No. 01.00	3000	NIL	2732	Refund of earnest money unjustly withheld.	X	Claim is justified for Rs. 2732/-.	X
Loss due to delay on the part of the contractor.	General Pool Accommodation at Vasant Vihar DLH. - Premix Carpeting	Department's Claim No. 02.00	34000	NIL	NIL	NIL	Delayed. Berms not cleared.	Department not entitled for levy of compensation.	It appears that no action was taken by Department in terms of clauses 3a, 3b, 3c to get the berms etc. cleared!
Wrong deductions towards compensation levied by Department.	Goa Medical College, Goa.	Contractor's Claim No. 05.00	876	NIL	876	Refund of recovery made towards compensation	Delay by Contractor in arranging centering/shuttering etc.	Action belated. No notice was issued. No loss occurred. Time was set at large.	Time set at large by actions of the two parties to the contract.

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Compensation under Clause 2 for delay in work.	Heavy Special repairs to Jamnagar House.	Department's Claim No. 02.00	10442	NIL	NIL	X	Show-cause notice served by S.E. on 14.2.85.	Notice delayed. No intention shown till then.	Timely action does not seem to have been taken leading to rejection of this claim.
Levy of compensation.	Lab. At CLI Bombay SH: Superstructure.	Contractor's Claim No. 11.00	3175	NIL	3175	Levy of compensation not justified.	Compensation levied under clause 2 for delay.	Compensation levied belatedly, no evidence of loss to Department.	Arbitrator feels that both parties were responsible for delay and does not allow the advantage of compensation to one party.
Compensation under clause 2 @ 10% of the estimated cost.	National Museum Building - underground sump	Department's Claim No. 03.00	66746	NIL	NIL	X	Compensation under clause 2 @ 10% of the estimated cost.	Rights not reserved. Notice belated. Contractor worked beyond Stipulated period and Department made payments. Work executed with mutual consent.	Point to be considered is whether it was necessary for the department to refer the issue to arbitrator at all.
Refund of compensation levied .	New Aerodrome at Calicut.	Contractor's Claim No. 01.00	100	NIL	NIL	Time of completion unduly extended.	Contractor's progress slow.	Delay on the part of the Department not established.	Nominal claim. Appears to be a token compensation which is allowed by the arbitrator.

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Refund of compensation levied under Clause 2.	Officers' accommodation for BSF Jodhpur.	Contractor's Claim No. 01.00	1487	NIL	1487	X	X	Rights not reserved to levy compensation beyond stipulated period.	Such a reasoning one finds in many cases on claims for refund of compensation levied. Apparently however, the award appears to be attributed to procedural deficiencies.
Claim for compensation for delay in execution.	P/F grill fencing on boundary of Jaipur House	Department's Claim No. 02.00	46212	NIL	NIL	X	Claim for compensation for delay in execution, under clause 2.	Work not started. Action under Clauses 2 & 3 not warranted.	Departmental Instructions and provisions of PWD 6 do not normally envisage action under clauses 2 & 3 in such cases. Normally only a percentage of earnest money gets forfeited when work is not commenced.

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Refund of compensation.	Permanent Terminal Building at Dabolim Airport, Goa.	Contractor's Claim No. 01.00	16402	NIL	7560	Refund of alleged compensation for delay.	Delay on the part of contr.	Delay due to change in decisions reg. Finishing items.	Most of the awards on claims under clause 2 seem to go against the departments. The question to be pondered is 'Can reference to arbitrator be avoided in view of Supreme Court decision in Vishvanath Sood case ?'
On account of withheld amount for sanction of extension of Time.	Providing steel railing around National Medical Library.	Contractor's Claim No. 04.00	2000	NIL	2000	Claim is for withheld amount from the bill.	X	Claim is awarded as Respondents are not entitled to withhold amount	Too much delay in deciding extension of Time case!
Compensation for delay.	Restoration of bridge on Pathankot Jammu Rd.	Department's Claim No. 02.00	50050	NIL	NIL	Work could not progress due to floods & lapses of Department.	Work rescinded as contractor could not complete.	Rescission not justified; hence claim not admissible.	Point to be considered is whether it was necessary for the department to refer the issue to arbitrator at all.
Claim for refund of recovery due to levy of compensation	S/R to Jodhpur Hostel, New Delhi, during 86-87 - premix carpet	Contractor's Claim No. 09.00	1100	NIL	1100	wrongful deduction for levy of compensation	X	Claim is justified and awarded	Why the claim is justified is not spelt out. The may have followed the usual arguments.

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Refund of compensation levied under clause 2	Site preparation for installation of NIC computer, Pune	Contractor's Claim No. 04.00	452000	NIL	452000	Delay was on account of the Department.	Contractor delayed. Higher bid was accepted to ensure timely completion	No Loss. Time not of essence. Other jobs not complete. Higher bid was for imported components.	Award given despite extra amount of Rs 10 lacs included in the bid for ensuring completion in 3 months. On top of it increased excise also allowed. The crucial issue again is whether time is of essence of contract.
Refund of compensation for delay	Terminal Building, Dabolim Airport, Goa	Contractor's Claim No. 01.00	16402	NIL	7560	Award letter given on 16/9/82. Drawings given late. Lot of changes were made. Various other delays in decisions and working conditions also occurred.	Progress was slow. Inadequate arrangements were made for materials etc.	Delay was only of 4½ months due to change/late decision.	Arbitrator does not indicate why the award amount is lower than claim amount. Perhaps withheld amounts may have covered other items too.

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
<p>Clause 3 of old CPWD Contract Forms PWD 7 & PWD 8</p> <p>(Claims relating to refund of forfeited security deposit and Risk & Cost cases)</p> <p>Total number of claims 50 (29 by contractors and 21 by department) Success in financial terms 81.77% for contractors and 29.22% for department.</p>						<p>(Corresponding clause in 'General Conditions of Contract for Central P.W.D. Works - 1995' is also Clause 3. In the new form, the situations under which the action can be taken to determine the contract have been amplified. Conditions now described in the clause itself are 6 against the earlier 4 conditions listed in the old form. Action authorised by sub clauses a), b) and c, is similar as in the old form. The new form further stipulates that if full security deposit is not available with the department, that may be called for. Also, the clause now clearly specifies that if the balance work is completed at a smaller cost, the benefit will not go to the contractor. This was earlier implied.)</p>			
<ul style="list-style-type: none"> • This clause authorises the Department to determine the contract even before the stipulated time, or the extended time, as the case may be, has expired, on account of breaches and/or defaults mentioned in the clause. The clause further authorises the Department to execute the balance works at the contractor's risk and cost and/or to forfeit the security deposit of the contractor. • The claims listed under this clause in this compilation are the contractor's claims for refund of security deposit, forfeited by the department and/or for adjustment against other recoveries to be made by the department on the plea of excess expenditure incurred, or to be incurred, by it in execution of the balance works. The Department's claims included in the compilation are the claims for recovery of the amount required for completing the work at contractor's risk and cost to the extent that the department was not able to recover from the available dues and/or security deposit of the contractor. • The clause makes the following decisions of the departmental officers final and binding on the parties. <ol style="list-style-type: none"> a) Opinion of the Engineer-in-charge, on whether the contractor shall not be able to complete the work by the specified date of completion, for the purposes of taking further action under clause 3 to determine the contract. b) Notice issued for determining the contract. c) Cost of the labour and materials input for carrying out the work which is to be debited to the contractor's account under clause 3(b). d) The value of the work to be credited to the contractor's account when the work is carried out at the risk and cost of the contractor after determination of the contract. 									

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Refund of Security Deposit.	12 Type I, 16 Type II Qrs. for Central excise at Durgapur (W.B.)	Contractor's Claim No. 05.00	54837	NIL	54837	Claim is for refund of security deposit.	Contract rescinded. Hence security not refundable.	No rights reserved. Time not of essence. Security Deposit is to be refunded.	As in several cases the award is said to be given on account of rights not having been reserved.
Balance work done at risk & cost.	12 Type I, 16 Type II Qrs. for Central excise at Durgapur (W.B.)	Department's Claim No. 04.00	426970	NIL	NIL	X	Contract was rescinded. Claim is for doing balance work at contractor's risk and cost.	Risk & cost action not upheld.	X
On account of watch and ward of site.	12 Type I, 16 Type II Qrs. for Central Excise at Durgapur (W.B.)	Department's Claim No. 05.00	12383	NIL	NIL	X	Claim for expenses on watch & ward on rescinded work.	No liability on contractor after closure of contract.	The arbitrator's decision flows out from the decision of not allowing levy of compensation. Refer decision on claim listed under clause 2. The contract is therefore deemed to be closed and not rescinded.
Refund of security deposit.	20 Nos. Type III Qrs. for Central excise at Durgapur (W.B.)	Contractor's Claim No. 05.00	57665	NIL	57665	Claim for refund of Security Deposit.	X	On evidence of the circumstances, held that Security Deposit may be refunded.	X
Security Deposit.	20 Nos. Type III Qrs. for Central excise at Durgapur (W.B.)	Department's Claim No. 01.00	11306	NIL	NIL	X	X	Nothing is awarded for counter claim No. 1.	X

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Extra expenditure incurred on supervision.	20 Nos. Type III Qrs. for Central excise at Durgapur (W.B.)	Department's Claim No. 09.00	45586	NIL	NIL	X	X	Nothing is awarded for this counter claim.	The decision of the arbitrator' seems to flow out from the decision of not allowing levy of compensation. (Refer list under clause 2). The contract is therefore deemed to be closed and not rescinded.
Refund of security Deposit.	4 Type I, 12 Type III Qrs. for Central excise at Durgapur (WB)	Contractor's Claim No. 07.00	60882	NIL	59446	The claimant claims for refund of Security money.	Forfeited under clause 3a	Time no more essence. Rights not reserved.	Time not held to be of essence of contract as in many other cases.
Claim for security deposit.	4 Type I, 12 Type III Qrs. for Central excise at Durgapur (WB)	Department's Claim No. 01.00	33374	NIL	NIL	X	Claim for forfeiture of security deposit. Contract rescinded	Action belated. Not entitled; hence no award.	Delay in taking action seems to have deprived the department of a favourable decision. There are no clear reasons on the justification aspect.
Difference of cost of execution of balance work.	4 Type I, 12 Type III Qrs. for Central excise at Durgapur (WB)	Department's Claim No. 04.00	271490	NIL	NIL	X	Contract rescinded. Difference in cost of balance work claimed.	Rescission not upheld. Department not entitled; hence nil award.	X

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Expenditure on Watch & ward.	4 Type I, 12 Type III Qrs. for Central Excise at Durgapur (WB)	Department's Claim No. 06.00	7960	NIL	NIL	X	Claim for amount spent on watch & ward of site and building.	Contractor not held liable after closure of contract.	The arbitrator's decision flows out from the decision of not allowing levy of compensation. Refer clause 2. The contract is therefore deemed to be closed and not rescinded.
Refund of Security Deposit.	56 Qtrs. for I. Tax & Central Excise, Hubli	Contractor's Claim No. 29.00	66501	NIL	66501	Refund of security deposit held as Bank Guarantee.	X	Since there is no labour complaint, Bank Guarantee is to be released.	Appears to be held up for labour reports and/or labour clearance!
Claim for risk & cost charges for part work.	8 Type IV & 8 Type I Qrs. for IBM at Nargoa.	Department's Claim No. 01.00	111978	NIL	NIL	X	Some work done at risk & cost. Extra amount spent claimed	Both parties delayed. Risk & cost action not justified.	X
Refund of Security Deposit.	A/A Krishi Bhawan, Renovation of bathrooms in B,C,F	Contractor's Claim No. 03.00	6960	NIL	6956	Work delayed due to drawings and decisions.	No drawings required. Work was suspended frequently. So rescinded	Refund of security deposit justified	Reasons for holding that security deposit is to be refunded is not clear from the award!
Refund of security deposit & earnest money.	Buildings for Central Tobacco Board, Jamgareddyguden	Contractor's Claim No. 06.00	100000	NIL	100000	Decisions and drawings not given in time. Site handed over late.	Failed to complete work even in extended time.	Both the parties in breach of contract. Security Deposit be released.	X
Work executed at risk and cost.	Buildings for Central Tobacco Board, Jamgareddyguden	Department's Claim No. 01.00	1303736	NIL	NIL	No decision for excavation. Plinth Level not decided. Delay by department	Failed to complete the work even in extended time.	Both the parties in breach of contract. No risk liability.	X

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Watch and ward.	Buildings for Central Tobacco Board, Jamgareddyguden	Department's Claim No. 03.00	5022	NIL	NIL	X	Expenses on watch & ward of materials on which secured advance had been given.	Both parties in breach. To bear own damages. No risk liability	X
Expenditure for calling tenders.	Buildings for Central Tobacco Board, Jamgareddyguden	Department's Claim No. 04.00	7242	NIL	NIL	X	Expenditure incurred on press notice etc. in calling tenders	Both parties in breach. To bear own damages. No risk liability.	X
Refund of security deposit.	C/O 112 Type III Qrs. in GP at Salt Lake.	Contractor's Claim No. 01.00	78124	NIL	NIL	Claim for refund of security deposit	Contract was rescinded. Department has preferred claim.	The claim considered along with Claim No.1 by Department	Rare case - Department won the case for clause 2 compensation and the claim for risk and cost expenditure.
Claim for payment of final bill.	C/O 112 Type III Qrs. in GP at Salt Lake.	Contractor's Claim No. 02.00	50000	NIL	NIL	Claim for payment of final bill.	Rescinded work. Department put in risk & cost claim	The claims considered along with Claim No.1 by Department	Rare case- Department wins. Refer reasons given against claim 1 of Department below in this category itself
Difference of cost due to rescission of contract.	C/O 112 Type III Qrs. in GP at Salt Lake.	Department's Claim No. 01.00	1034947	NIL	992929	Delay due to irregular payments/late supply of materials.	Slow progress due to lack of arrangements. Extra cost incurred.	Rights reserved. Extension given indicating quantum of balance work. Time continues to be of essence. Contractor suspends work. Awarded in favour of department.	One of the Unique cases where department won entire risk & cost claim. The difference, in comparison with the other cases, seems to be that the quantum of balance work is specified.

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Refund of Security Deposit.	C/O Administration & Communication Block for BSF at Panjipura (WB)	Contractor's Claim No. 04.00	30400	NIL	31600	Claim for refund of security deposit	X	Security Deposit in form of bank guarantee be released.	Delay was attributed to claimant as per adjudication on claim 5 (Refer under list of claims under clause 2 above in this compilation). Even then the award on forfeiture of security deposit goes in favour of the contractor!
Balance work done at risk and cost.	C/O Administration & Communication Block for BSF at Panjipura (WB)	Department's Claim No. 03.00	17300	NIL	NIL	X	Claim for extra cost incurred	Nothing is awarded against Counter claim No.3.	X
Refund of withheld security.	C/O BS Fencing on Punjab Border in Derababa Nanak.	Contractor's Claim No. 05.00	98312	NIL	98312	Security Deposit amount withheld arbitrarily.	Reductions to the tune of Rs.247283/- approved by competent authority.	Claims & Counter claims adjudicated. No purpose in withholding Security Deposit	Security seems to have been withheld for making recoveries. After adjudication on claims and counterclaims, the original purpose of withholding would naturally become redundant.

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Refund of earnest money & security deposit.	C/O JCO mess and accommodation i/c internal water supply	Contractor's Claim No. 01.00	32000	NIL	29805	Delay as power & water connection not available.	Department has no obligation to arrange such facilities. Delay by contractor. So contract rescinded.	No penal action under clause 2 & 3 subsists against claimant. Remote area. Tacit understanding with SE for water supply.	Arbitrator feels that no rights were reserved, time was not made of essence; finds contractor's demand to be just and rescission unjust.
Refund of amount appropriated towards risk and cost.	C/O JCO mess and accommodation i/c internal water supply	Contractor's Claim No. 09.00	10779	NIL	NIL	Refund of risk & cost amount.	X	Claim dealt along with claim for work done not paid.	Adjudicated jointly with other claims. Total award was for an amount of Rs. 11132/- which is shown against other clauses in this compilation.
Rescission should be declared as illegal.	C/O JCO mess and accommodation i/c internal water supply	Contractor's Claim No. 11.00	Not specified	NIL	NIL	The action of the Department should be declared as illegal.	Delay was by contractor. Action to rescind is correct.	No penal action under clause 2 & 3 subsists against claimant	Action to rescind is not upheld.
Claim for charges for watch & ward & ground rent.	C/O JCO mess and accommodation i/c internal water supply	Department's Claim No. 03.00	36000	NIL	NIL	X	Contract rescinded. Expenses incurred on claimant's material	No risk & cost action under Clause 3 justified. (Refer claimant's claim No. 1 listed above in this compilation)	X
Refund of security deposit.	C/O Service Rd. & Footpath along Road No. 5C Masjid Moth	Contractor's Claim No. 01.00	36535	NIL	36535	There were several hindrances by Respondents. These were pointed out after commencement.	Claimant. abandoned the work and contract was rescinded after due notices.	Hindrances by Department. No breach by Claimant; hence award.	Counter claim for refund of balance Security Deposit also decided against Department.

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Counter Claim for balance security deposit.	C/O Service Rd. & Footpath along Road No. 5C Masjid Moth	Department's Claim No. 01.00	7730	NIL	NIL	X	Department claims balance of security deposit	No reasons for risk and cost acceptable.	Arbitrator does not uphold action of forfeiture. Refer Cl.1 by contractor
Refund of Security Deposit.	Control Tower at Civil Aerodrome Behala (Balance Work)	Contractor's Claim No. 02.00	Not specified	NIL	NIL	X	X	Claim withdrawn since security deposit is already paid.	It appears that the security was released after contractor preferred the claim.
Risk and cost.	D/O land for Shakti Sthal.	Contractor's Claim No. 01.00	4687	NIL	NIL	On account of work done at risk and cost.	Kerb stone arranged by the Department so recovered.	Recovery in order.	X
Work done at risk and cost	D/O land for Shakti Sthal.	Contractor's Claim No. 18.00	821	NIL	NIL	Unjustified recovery for risk and cost.	Rs.821 spent for removal of mulba.	Claim rejected as Department has spent Rs.821.	X
Dues from claimant.	Demolition of Super structure & approaches to bridge	Department's Claim No. 01.00	111832	NIL	101203	X	Claim for dues from contractor as worked out in Counter Statement of Facts	Not liable for risk & cost/compensation. Other dues assessed at 101203	Arbitrator does not support the risk & cost recoveries in general! Other dues allowed.
Release of security deposit.	General Pool Accommodation at Vasant Vihar DLH. - premix Carpeting	Contractor's Claim No. 02.00	30000	NIL	29956	Claim for releasing security deposit.	X	All claims & counter claims settled. So no purpose in holding Security Deposit.	X

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Work done at risk & cost of contractor	General Pool Accommodation at Vasant Vihar DLH. - premix Carpeting	Department's Claim No. 01.00	44852	NIL	12818	NIL	Rectification of defects (approx. Rs 32000) and removal of mulba (Rs 12818).	Arbitrator allowed recovery of Rs.12818 from final bill.	It is not clear as to why the expenditure on rectification of defects was not allowed when the expenses incurred on removal of mulba was allowed!
Expenditure for completing residual work.	Heavy Special repairs to Jamnagar House.	Department's Claim No. 01.00	21633	NIL	NIL	X	Stipulated date of completion 30.11.79. Rescinded on 13.1.81. 80% work executed.	Action against contractor under Clause 3 does not subsist.	In spite of notices having been served, action is not upheld!
Refund of Security Deposit	M/O Electrical fans & pumping sets in NGMA, Jaipur House, New Delhi.	Contractor's Claim No. 02.00	1470	NIL	1470	X	X	Claim is justified to the extent of Rs.1470.	Reasons not available in the award.
Refund of earnest money.	M/O Electrical fans & pumping sets in NGMA, Jaipur House, New Delhi.	Contractor's Claim No. 03.00	370	NIL	368	X	X	Claim is justified to the extent of Rs.368.	The amount involved is small. Reasons not available
Reimbursement for extra expenditure. for work done on risk & cost.	National Museum Building - underground sump	Department's Claim No. 02.00	20547	NIL	NIL	Hindrances by Department. Revised completion date not fixed.	Contractor delayed. Part work done at risk & cost.	Rescission not justified. Hindrance by Department	X

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Claim for excess expenditure at risk & cost.	P/F grill fencing on boundary of Jaipur House	Department's Claim No. 01.00	68033	NIL	NIL	X	Claim for excess expenditure under Clause 2 & 3.	Work not started. Action under clause 2 & 3 not warranted.	Departmental instructions and terms & conditions in PWD 6 do not envisage Clause 2/3 action in such cases. The only amount at stake when the work is not commenced is even otherwise limited to the specified percentage of earnest money.
Refund of risk and cost element.	Permanent Terminal Building at Dabolim Airport, Goa.	Contractor's Claim No. 02.00	42000	NIL	25000	Cost of work done through other agency.	Amount recovered for work done at risk and cost.	Risk & cost work involved additional cost for painting for VIPs visits.	It appears that the risk & cost work involved additional work beyond the original scope!
Refund of security deposit.	Renovation of Rooms of L&M block M/O Defence Phase III.	Contractor's Claim No. 02.00	10530	NIL	10530	Refund of security deposit demanded	X	Risk & cost action not in order. Security Deposit may be refunded.	X
Payment for red sand stone left at site (Claim 2a).	Renovation of Rooms of L&M block M/O Defence Phase III.	Contractor's Claim No. 03.00	6241	6241	6241	X	Respondents agree to admissibility of this amount.	Cost of stone payable.	If stone was left behind by contractor, it has to be accounted for in credit to the contractor's account.

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Refund of security deposit	Res./Non res. buildings for CRPF at Gauhati - 128 type I	Contractor's Claim No. 02.00	100000	NIL	100000	Claim is for refund of security deposit	X	Claim is withdrawn as Security Deposit is already paid	Seems to have been sorted out without going through the proceedings. Hence no more a dispute requiring adjudication.
On account of risk and cost.	Restoration of bridge on Pathankot Jammu Rd.	Contractor's Claim No. 03.00	28905	NIL	28905	Work not started in stipulated period. There were floods and drawing were delayed.	Work rescinded & security forfeited.	Rescission not justified. Contract should have been closed.	It seems that the work could not have been executed due to reasons beyond the control of the contractor. Doctrine of frustration of contract.
Refund of forfeited Security Deposit	Restoration of bridge on Pathankot Jammu Rd.	Department's Claim No. 01.00	266395	NIL	22750	Scope of work changed & losses due to failure of dam.	Work executed at risk and cost with no change in scope.	Claim partly upheld. Risk & cost action not justified.	X
Refund of Security Deposit..	S/R to G Type Qrs. - SH: Replacement of shutters.	Contractor's Claim No. 02.00	4000	NIL	3843	On account of release of Security Deposit.	X	Arbitrator awards Rs.3843 in favour of claimant.	X

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Refund of Security deposit.	Special Repair to Canara Bank Building	Contractor's Claim No. 02.00	15825	NIL	15825	Claim for refund of security deposit	Work abandoned by claimant. Security Deposit not refundable.	Risk & cost element already recovered. Hence Security Deposit be released.	Penalisation not allowed twice. It is not clear whether the risk & cost element was higher than the Security Deposit or not. If no normally it would have been a case of forfeiture of security only.
Refund of amount withheld on the plea of work done by other agency.	Terminal Building, Dabolim Airport, Goa	Contractor's Claim No. 02.00	42000	NIL	25000	Colour scheme changed frequently. Additional coat before VIP visit	Desperate to complete before VIP visit. Done at risk & cost	Claimant, in any case, was liable for part expense; so part award	X
Refund of Security Deposit.	Weigh-Bridge Hall IILM at Kauke, Ranchi.	Contractor's Claim No. 02.00	23528	NIL	23528	Claim for refund of security deposit.	Rescinded contract	Security Deposit at this stage is refundable.	Reasons are not quite clear. If the contract was rescinded, security could be forfeited unless rescission itself was not valid.

Clause 6 of old CPWD Contract Forms PWD 7 & PWD 8

(Claims relating to completion certificate, site clearance etc.)

Total number of claims 4 (2 by contractors and 2 by department)

Success in financial terms 88.22% for contractors and 100% for department.

This clause gives the procedure to be followed at completion of the work and for recording of completion certificate, site clearance etc.

There is emphasis on clearance and cleaning of site before a final certificate of completion is recorded.

There also is an emphasis on submission of the completion plans for electrical works. On contractor's failure to submit completion plans, Superintending Engineer's decision for compensation to be levied, within the specified ceiling amount is stipulated to be final and binding on the parties.

(Corresponding clause in 'General Conditions of Contract for Central P.W.D. Works - 1995' is also Clause 8. The language used in clauses 6, 6A and 6B of the old contract form and clauses 8, 8A and 8B of the new form is also more or less similar to a substantial extent.)

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
On account of clearing of site.	12 Type I, 16 Type II Qrs. for Central excise at Durgapur (W.B.)	Department's Claim No. 08.00	6000	NIL	6000	X	Expenses incurred on clearing site.	Claim awarded in favour of Department.	X
Refund of recovery made for clearance of malba.	24 Type II & 16 Type III Qrs. for IBM at Margoa, Goa.	Contractor's Claim No. 03.50	1270	NIL	400	Recovery for clearance of malba & other items not just.	X	Recovery is partly in order.	X
For cleaning site	4 Type I, 12 Type III Qrs. for Central Excise at Durgapur (WB)	Department's Claim No. 05.00	5000	NIL	5000	X	Claim for cost of clearing site	Claim awarded in favour of Department	X
Claim for removal of malba	C/O Athletic stadium for Asian Games 1982, Lodi Road.	Contractor's Claim No. 05.00	6113	NIL	6113	Recovery for alleged removal of malba not warranted	Malba, not removed by contractor, removed by Department	Department could not prove contractor's contribution in malba	It is usually difficult to give specific proof of contribution when several agencies work simultaneously. But still this award shows that an attempt should be made to apportion judiciously when a situation like this arises.

Clause 7 of old CPWD Contract Forms PWD 7 & PWD 8

(Claims regarding payment of Running Account bills and final bill)

(Corresponding clause in 'General Conditions of Contract for Central P.W.D. Works - 1995' is also **Clause 7**)

Total number of claims 98 (90 by contractors and 8 by department)

Success in financial terms 38.64% for contractors (25.27% having been accepted by the department itself) and 95.65% for department.

This clause gives the terms and conditions, and the procedure for making monthly running payments and the final payments for the work being Executed by the contractor.

The stipulation is that the contractor is to submit the bill. However, in actual practice the bills are almost always made by the departmental officers.

Claims relating to payments against held up bills and claims relating to alleged under payment for the work done are listed under this clause in this compilation. Most of the claims, as is to be Expected, relate to alleged under payment in the final bills or for final bills being unduly delayed.

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Due to delay of payment of brick work item.	12 Type I, 16 Type II Qrs. for Central Excise at Durgapur (W.B.)	Contractor's Claim No. 02.00	5400	NIL	NIL	This claim is made for delay in payment for brick work items.	Payment was made in Running Account bills.	Payment made in R.A. bills & no loss; hence nil award.	X
Amount withheld for EE's test check.	12 Type I, 16 Type II Qrs. for Central Excise at Durgapur (W.B.)	Contractor's Claim No. 06.00	4000	4000	4000	Claim for amount withheld for EE's test check	Department agrees to refund.	Respondents agreed to refund the withheld amount.	In any case such a withholding is not covered by any term of the contract.
Amount of final bill.	12 Type I, 16 Type II Qrs. for Central Excise at Durgapur (W.B.)	Contractor's Claim No. 09.00	47137	NIL	46489	Claim for amount pending in final bill.	X	Award for a sum of Rs.46489 in favour of claimant.	Claim amount was not clearly given. The figure indicated in this compilation is the assumed figure as per Arbitrator's calculation.
Minus final bill.	12 Type I, 16 Type II Qrs. for Central Excise at Durgapur (W.B.)	Department's Claim No. 01.00	22573	NIL	NIL	X	Claim for amounts recoverable as per final bill.	Counter claim dealt along with Claim No. 5.	Claim No. 5 was for refund of security deposit which the Department forfeited due to rescission of contract. Arbitrator ordered refund. (Refer under clause 3 in this compilation.)
Amount not paid for work done for CC block & hold fast items.	12 Type II, 2 Type III, 2 Type IV Qrs. for BSF at Ferozepur.	Contractor's Claim No. 03.00	13000	NIL	1524	CC Block be paid on weight basis. Holdfast not paid in frames.	Claim not justified, hence denied.	Holdfast payable separately. Concrete to be paid as Cement Concrete 1:3:6	X

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
For less payment of steel due to application of wrong coefficient.	12 Type II, 2 Type III, 2 Type IV Qrs. for BSF at Ferozepur.	Contractor's Claim No. 08.00	3000	NIL	NIL	Claim for adopting wrong unit weight for reinforcement.	Claim denied.	Based on facts claim is not payable.	X
Non payment of spreading of aldrine.	20 Nos. Type III Qrs. for Central Excise at Durgapur (W.B.)	Contractor's Claim No. 04.00	3300	NIL	NIL	Claim for spreading of aldrine.	Payment made as extra item in Running Account bills.	Claim held untenable.	X
Withheld amount for EE's test check.	20 Nos. Type III Qrs. for Central excise at Durgapur (W.B.)	Contractor's Claim No. 06.00	2000	2000	2000	Claim for withheld amount on account of EE's test check.	Agreed for refund.	Since Respondents agreed, award in favour of claimant.	In any case such a withholding is not covered by any term of the contract.
Amount withheld for labour return & in final bill.	20 Nos. Type III Qrs. for Central excise at Durgapur (W.B.)	Contractor's Claim No. 08.00	41289	NIL	41289	Claim for refund of amount for labour return & final bill.	X	Award for Rs. 41289 in favour of the claimant.	Rs 500 for labour return. No other detail given. It appears that the balance claim is for final bill amount and some recoveries made. Accordingly this is listed here. Claim is assumed to be equal to the award for statistical purposes. This decision includes adjudication on Department's claim No. 8 also, which is listed below.

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Clearing of site.	20 Nos. Type III Qrs. for Central excise at Durgapur (W.B.)	Department's Claim No. 05.00	6000	NIL	6000	X	X	Counter claim considered reasonable; hence awarded in favour of Department.	X
Final recovery of MS rods.	20 Nos. Type III Qrs. for Central excise at Durgapur (W.B.)	Department's Claim No. 08.00	3071	NIL	NIL	X	X	This Counter claim is considered along with claim No. 8.	Appears to be a frivolous claim.
Recoveries proposed in final bill not justified.	24 Type II & 16 Type III Qrs. for IBM at Margoa, Goa.	Contractor's Claim No. 03.70	15388	NIL	3353	Final bill not being paid	Some amounts payable but adjusted against minus bill.	Balance amount of Rs 3353 payable.	Claim No. 3 is a consolidated claim of 96813/- against which award is 83398/-. Break up of claims made is assumed to be as per award against other claims and balance is assumed as claim in this case for statistical purposes.
Work done but not measured.	345 Type II and 240 Type I Qrs. - SH: premix carpeting	Contractor's Claim No. 01.00	12000	NIL	3000	Work done not measured/ short measured.	X	Arbitrator assessed Rs. 3000 as short payment.	This relates to the facts of the case. Arbitrator has made his own assessment of facts.
Delay in payment of brick work item.	4 Type I, 12 Type III Qrs. for Central excise at Durgapur (WB)	Contractor's Claim No. 02.00	22000	NIL	NIL	Claimant claims for delay in payment of brick work in cement mortar 1:4, 1:6.	X	Work paid for in R.A. Bill. No loss proved; hence nil award.	Seems to be a frivolous claim.

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Final bill payment.	4 Type I, 12 Type III Qrs. for Central excise at Durgapur (WB)	Contractor's Claim No. 09.00	Not specified	NIL	-8475	Claim for the amount of final bill (Amount not indicated in the claim).	Respondent has preferred counter claims	Claim dealt along with Department's Counter claims 3, 7, 8 & 9.	Claim amount not indicated. Contractor only claims whatever amount is in the final bill.
Balance payment in final bill.	56 Qtrs. for I. Tax & Central excise, Hubli	Contractor's Claim No. 01.00	30000	NIL	NIL	Claim for balance payment held up in final bill.	X	Other claims examined separately. Hence this does not subsist	X
Final bill payment	8 Type IV & 8 Type I Qrs. for IBM at Nargoa.	Contractor's Claim No. 04.00	150000	NIL	17505	40% increase in rates due to delayed handing over of 1 block	Some work done through other agency at his risk & cost.	Contractor is not liable for risk & cost. Entitled to balance dues.	Counter claim for 1.2 lacs towards risk & cost recoveries rejected.
Claim for work done but not measured	A/A in Krishi Bhawan - Renovation of bathrooms in B,C,F	Contractor's Claim No. 01.00	45235	2323	2323	Payment demanded for work done but not measured	No response to request for joint measurement. False claim	No cement issued for work. Claim not genuine except for 2323	Facts assessed
Refund of amount recovered on account of excess payment.	Additional 2 floors on rear Unit of Pathology Block, MAMC.	Contractor's Claim No. 04.00	4290	NIL	NIL	Wrongly recovered in the garb of alleged excess payment..	Some dismantling work was done. Dismantled materials not returned.	Dismantled material not returned. Recovery for the same is just.	X
Short payment against work done.	Buildings for Central Tobacco Board, Jamgareddyguden	Contractor's Claim No. 02.00	77344	NIL	-30558	Wok done & finally measured not yet paid.	Final bill amount 6195/-. Recoveries to be made Rs 36753/-.	Final bill by Department is OK. Separate adjudication on Security Deposit etc.	X
Under payment for earth work.	C/O A.C. Plant Room for Instt. of Pathology.	Contractor's Claim No. 01.00	3000	NIL	NIL	Under payment in earth work	X	Claim not justified.	Details not given. Arbitrator seems to have assessed the facts.

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Under payment in centering and shuttering work.	C/O A.C. Plant Room for Instt. of Pathology.	Contractor's Claim No. 02.00	4000	NIL	NIL	Under payment in RCC centering & shuttering	X	Claim not justified.	Details not given
Under payment for water proofing cement paint	C/O A.C. Plant Room for Instt. of Pathology.	Contractor's Claim No. 05.00	6000	NIL	1000	Claim for under payment in water proofing cement paint	X	Claim justified to the extent of Rs 1000/-.	Details not given
Non-payment of executed work.	C/O Administration & Communication Block for BSF at Panjipura (WB)	Contractor's Claim No. 01.00	41000	NIL	1102	Payment for work done is not made.	Several recoveries to be made.	Recovery for defects & rebates just but not the double rate recovery as per Section 74 of Indian Contract Act. No pilferage/wastage proved.	This is claim which seems to fall in the ambit of several clauses. Part recovery seems to be as per clause 42 which is not upheld.
Non payment of running account bill.	C/O BS Fencing on Punjab Border in Derababa Nanak.	Contractor's Claim No. 01.00	199800	199800	199800	Claim for running payment not made.	Claim admitted but not paid to adjust heavy reductions.	Claim admitted. Reductions decided separately. Allow payment.	May be a case of withholding payments without working out the actual recoveries. The recoveries have to be determined expeditiously.
For short payment of steel windows & ventilators & their fittings.	C/O Hr. Sec. School at Turkman Gr. Bulbuli Khana, DLI	Contractor's Claim No. 01.00	14000	NIL	NIL	Short payment in steel windows & fittings.	X	Claim not justified hence nil award.	Department's contentions are not available but the claim seems to be frivolous, rejected by the arbitrator.

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Work done but not paid	C/O JCO mess and accommodation i/c internal water supply	Contractor's Claim No. 02.00	25000	NIL	5119	Claim for work done and not yet paid.	Final bill of work done is prepared.	Agreed final bill amount is 12483/-. After adjusting recovery amount of Rs 11132 allowed.	Total award 11132/-. (Recovery 6013/- under clause 42 was not allowed to the Department. This amount is shown in separate claim in this compilation. Balance award is assumed to pertain to this claim)
Recovery as per final bill which is negative.	C/O JCO mess and accommodation i/c internal water supply	Department's Claim No. 01.00	5660	NIL	NIL	X	Claim for negative amount in final bill.	Dealt along with claim No. 2 of contractor. Counter Claim rejected.	Refer adjudication on Claim 2 of contractor in claims under clause 7.
Work done but not paid	C/o Museum at Janpath, New Delhi - Water proofing	Contractor's Claim No. 01.00	8085	NIL	7842	Work done, bill is minus due to deductions of IT, Clause 2, Risk & Cost recoveries.	It is confirmed that work is done.	Award for work done. The issues regarding risk & cost recoveries are examined separately.	Levy of compensation has not been allowed. Refer under clause 2 in this compilation. There are other claims for defective work etc. which are listed under other clauses.
For short payment for item of sub-grade.	C/O Service Rd. & Footpath along Road No. 5C Masjid Moth	Contractor's Claim No. 02.00	1451	1436	1436	Claim for short payment made.	Final bill quantities are produced before the arbitrator.	Respondents agreed for payment; hence award in favour of claimant.	X

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
For short payment for item of supply & stacking stone aggregate.	C/O Service Rd. & Footpath along Road No. 5C Masjid Moth	Contractor's Claim No. 03.00	1921	1019	1019	Claim for short payment made.	Final bill quantities are produced before the arbitrator.	Since Respondent agreed for payment, hence award in favour of claimant.	X
For short payment in item of base course.	C/O Service Rd. & Footpath along Road No. 5C Masjid Moth	Contractor's Claim No. 04.00	1985	1699	1699	Claim for short payment made.	Final bill quantities are produced before the arbitrator.	Since Respondent agreed for payment hence award in favour of Claimant.	X
For short payment against brick edge item.	C/O Service Rd. & Footpath along Road No. 5C Masjid Moth	Contractor's Claim No. 05.00	491	NIL	NIL	Claim for short payment made.	X	Claim not substantiated; hence untenable.	X
For short payment in the item of 2" thick premix carpet.	C/O Service Rd. & Footpath along Road No. 5C Masjid Moth	Contractor's Claim No. 06.00	4206	1980	1980	Claim for short payment made.	Final bill quantities are produced before the arbitrator.	Since Respondent agreed for payment hence award in favour of claimant.	Amount agreed as payable only is awarded by arbitrator.
Short payment under garb of part rate in laying RCC pipe.	C/O Service Rd. & Footpath along Road No. 5C Masjid Moth	Contractor's Claim No. 07.00	260	260	260	Claim for short payment made.	Final bill quantities are produced before the arbitrator.	Claim admitted by Respondent; hence awarded in favour of the Claimant.	Amount agreed as payable only is awarded by arbitrator.
For short payment against Seal coat.	C/O Service Rd. & Footpath along Road No. 5C Masjid Moth	Contractor's Claim No. 08.00	2196	1791	1791	Claim for short payment made.	Final bill quantities are produced before the arbitrator.	Claim admitted by Respondent; hence award in favour of claimant.	Amount agreed as payable only is awarded by arbitrator.

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Payment for unpaid final bill & short payment in agreement item 11.	D/O Cooch Behar Aerodrome in N.E. Region.	Contractor's Claim No. 01.00	68551	NIL	61512	Claimant claims for less payment, rebate, penal recovery etc.	Department claims that final bill is in minus by 9686	Claims partly admissible.	This claim falls in the ambit of several clauses, namely, clauses 7, 14, 42, 19, 34 and Rebate condition. Major part relates to clause 7 and accordingly it is listed here.
Work done not paid.	D/O land for Shakti Sthal.	Contractor's Claim No. 07.00	15000	6924	6924	Payment of work done not paid.	Paid 988.13 sq.m against 1074.68 sq.m	Balance quantity of 86.68sq.m allowed.	Amount agreed as payable only is awarded by arbitrator.
For further payment against Agreement Item No. 5.	Demolition of Super structure & approaches to bridge	Contractor's Claim No. 13.00	277	277	277	Payment claimed against Agreement Item No. 5.	Claim admitted for Rs.277/-.	Department has admitted the claim; hence awarded.	Amount agreed as payable only is awarded by arbitrator.
Further payments against Agreement Item No. 11	Demolition of Super structure & approaches to bridge	Contractor's Claim No. 14.00	14	19	19	Further payments claimed for Agreement Item NO. 11.	Claim admitted for Rs.19/-.	Department has admitted the claim; hence awarded.	Petty amount
For further payments against Agreement Item No. 13a	Demolition of Super structure & approaches to bridge	Contractor's Claim No. 15.00	2162	2162	2162	Further payments claimed under Agreement Item No. 13(a).	Claim admitted for Rs. 2162/-.	Department has admitted the claim; hence awarded.	Amount agreed as payable only is awarded by arbitrator.
For further payments against Agreement Item No. 13b(i)	Demolition of Super structure & approaches to bridge	Contractor's Claim No. 16.00	597	597	597	Further payments claimed under Agreement Item No. 13(b)(i).	Claim admitted for Rs. 597/-.	Department has admitted the claim; hence awarded.	Amount agreed as payable only is awarded by arbitrator.

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
For further payment against Agreement Item No. 13b(ii).	Demolition of Super structure & approaches to bridge	Contractor's Claim No. 17.00	119	119	119	Further payments claimed for Agreement Item No. 13(b)(ii).	Claim admitted for Rs. 119/-.	Department has admitted the claim; hence awarded.	Amount agreed as payable only is awarded by arbitrator.
For further payment against Agreement Item No. 15.	Demolition of Super structure & approaches to bridge	Contractor's Claim No. 18.00	1277	1277	1277	Further payments claimed against Agreement Item No. 15.	Claim admitted for Rs. 1277/-.	Department has admitted the claim; hence awarded.	Amount agreed as payable only is awarded by arbitrator.
For further payment against Agreement item No.15	Demolition of Super structure & approaches to bridge	Contractor's Claim No. 18.10	25277	NIL	NIL	Short payments for steel by adopting wrong unit weight.	Steel reinforcement paid as per correct coefficient.	No evidence that coefficient is different for issue & payment.	X
For further payment against Agreement Item No. 17	Demolition of Super structure & approaches to bridge	Contractor's Claim No. 19.00	1856	1856	1856	Further payments claimed against Agreement Item No. 17.	Claim admitted for Rs. 1856/-.	Department has admitted the claim; hence awarded.	Amount agreed as payable only is awarded by arbitrator.
For further payment against Agreement item No. 18	Demolition of Super structure & approaches to bridge	Contractor's Claim No. 20.00	70	70	70	Further payments claimed against Agreement Item No. 18.	Claims admitted for Rs. 70/-.	Department has admitted the claim; hence awarded.	Amount agreed as payable only is awarded by arbitrator.
For further payment against Agreement Item No. 19	Demolition of Super structure & approaches to bridge	Contractor's Claim No. 21.00	314	314	314	Further payments claimed against Agreement Item No. 19.	Claim admitted for Rs. 314/-.	Department has admitted the claim; hence awarded.	Amount agreed as payable only is awarded by arbitrator.
For further payment against item No. 20.	Demolition of Super structure & approaches to bridge	Contractor's Claim No. 22.00	302	302	302	Further payments claimed against Agreement Item No. 20.	Claims admitted for Rs. 302/-.	Department has admitted the claim; hence awarded.	Amount agreed as payable only is awarded by arbitrator.

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
For further payment against Agreement item No. 21	Demolition of Super structure & approaches to bridge	Contractor's Claim No. 23.00	6835	NIL	NIL	Further payments claimed against Agreement Item No. 21.	Due payments already made.	Work in or under water (Agreement Item 21) correctly paid.	X
For further payment against Agreement item No. 22	Demolition of Super structure & approaches to bridge	Contractor's Claim No. 24.00	45389	NIL	NIL	Further payments claimed against Agreement Item No. 22.	Due payments already made.	Work in or under water (Agreement Item 22) correctly paid.	X
For further payment against Agreement Item No. 24	Demolition of Super structure & approaches to bridge	Contractor's Claim No. 25.00	28117	28117	28117	Further payment claimed against Agreement Item No. 24.	Claims admitted for Rs.28117/-.	Department has admitted the claim; hence awarded.	Amount agreed as payable only is awarded by arbitrator.
For further payments against Agreement item No. 28	Demolition of Super structure & approaches to bridge	Contractor's Claim No. 26.00	2592	2592	2592	Further payments claimed against Agreement Item No. 28.	Claim admitted for Rs.2592/-.	Department has admitted the claim; hence awarded.	Amount agreed as payable only is awarded by arbitrator.
For further payment against item No.33	Demolition of Super structure & approaches to bridge	Contractor's Claim No. 28.00	48791	48791	48791	Further payments claimed against Agreement Item No. 33.	Claim admitted for Rs.48791/-.	Department has admitted the claim; hence awarded.	Amount agreed as payable only is awarded by arbitrator.
For further payment against item no.34	Demolition of Super structure & approaches to bridge	Contractor's Claim No. 29.00	86	86	86	Further payments claimed under Agreement Item No. 34.	Claim admitted for Rs.86/-.	Department has admitted the claim; hence awarded.	Amount agreed as payable only is awarded by arbitrator.
For further payment against Agreement item No .36	Demolition of Super structure & approaches to bridge	Contractor's Claim No. 30.00	4570	NIL	NIL	Payments made by levels for item No. 36 not acceptable.	Payments correctly made by levels.	Correctly paid by accurate method of levels. Claim rejected.	X

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
For other miscellaneous items of under payment.	Demolition of Super structure & approaches to bridge	Contractor's Claim No. 41.00	10000	NIL	NIL	Claim for non/under payment, excess/ wrong recoveries.	Claim is not specific.	Claim is not specific hence nothing awarded.	X
Dues from claimant.	Demolition of Super structure & approaches to bridge	Department's Claim No. 01.00	111832	NIL	101203	X	Claim for dues from contractor as worked out in Counter Statement of Facts	Not liable for risk & cost/compensation. Other dues assessed at 101203	Arbitrator does not support the risk & cost recoveries! Other dues allowed. (This claim is also listed under Clause 3)
Difference of 21.75 MT. of steel for not recording measurements correctly.	East/West/Central Block Med. College, Goa Ph II	Contractor's Claim No. 07.00	60900	NIL	NIL	Measurement of reinforcement steel not taken correctly.	Not pointed out during progress.	Short measurement not proved; hence nil award.	X
Minus amount of final bill.	East/West/Central Block Med. College, Goa Ph II	Department's Claim No. 01.00	18138	NIL	18138	X	Final bill is in minus. Contractor to deposit this amount.	Claimant's various claims settled. Department's claim accepted.	X
Claim for adoption of wrong coefficient for steel.	extension of Bangla Desh pavilion at Pragati Maidan	Contractor's Claim No. 04.00	10600	NIL	NIL	For adoption of wrong coefficient in steel reinforcement.	X	Not substantiated	Seems to be a frivolous claim.
Painting of roof top	extension of Bangla Desh pavilion at Pragati Maidan	Contractor's Claim No. 05.00	600	NIL	NIL	Claim against item No. 8.01 & DPC.	X	Claim withdrawn	Appears to be a frivolous claim withdrawn during the proceedings.

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Wrongful recovery for omitting finishing on RCC work.	Extension of Bangla Desh pavilion at Pragati Maidan	Contractor's Claim No. 08.00	12184	NIL	6420	Unjustified recovery for rendering for area of 1786 sq.m.	Extra payment made for 845 sq.m. as exposed work.	Contention that balance not rendered not accepted. Part award given	Position is not quite clear. The issue is, if some quantity is paid as exposed work, whether rendering is to be paid over and above that. However, since only a part amount is awarded, it is not clear whether rendering is allowed in such areas.
Work done not paid/wrong derivation of rates of Extra /Substituted Items.	General Pool Accommodation at Vasant Vihar DLH. - premix Carpeting	Contractor's Claim No. 01.00	75000	NIL	40000	Work done not measured & derivation of rates not correct	Some work got done at risk & cost. Payment due adjusted.	Risk/cost procedure not followed. Respondents entitled to only part recovery for berms. Rebate recovery twice on extra items not just.	Arbitrator points out procedural faults. It appears that clause 12 percentage may have been worked out after taking into account the rebates offered. Yet rebates may have been deducted again on extra item amounts!
Measurements for 6 tonnes of steel not recorded..	Goa Medical College, Goa.	Contractor's Claim No. 03.00	17100	NIL	NIL	There is difference in measurement of steel.	No short payment pointed out during progress of work.	Claim not substantiated; not pointed out during progress.	X
For delay in payment of final bill.	Lab. at CLI Bombay SH: Superstructure.	Contractor's Claim No. 04.00	10000	NIL	NIL	X	X	Claims are untenable.	X

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Less amount paid in the bill.	M/O Electrical fans & pumping sets in NGMA, Jaipur House, New Delhi.	Contractor's Claim No. 01.00	15500	NIL	14916	X	X	The claim is justified to the extent of Rs.14916.	Reasons not available. It appears that this is a case of assessment of facts only.
Work done but not paid	National Museum Building - underground sump	Contractor's Claim No. 01.00	50000	NIL	20320	Work done not paid. Excavation increased due to slipping.	Instructions for close timbering ignored. Hence slippage.	Size increased due to slipping earth. Quantity not disputed. Proof of payment made not given. Extra for working under water is just.	X
Amount of minus final bill claimed.	National Museum Building - underground sump	Department's Claim No. 01.00	25000	4963	58442	Recovery for cement, I. Tax & cartage acceptable.	Final bill amount Rs. 19638/- & recoveries Rs. 73120/-.	Part recoveries upheld. Bill assessed for Rs. 58442/-.	X
Short payment under the agreement item 3	New Aerodrome at Calicut.	Contractor's Claim No. 04.00	86743	NIL	NIL	Extra quantity of screenings used.	Quantity brought already paid for. (IRC specifications referred)	Relates to quantity of screening. Work done has already been paid for.	X
Short payment for certain items (items 17 & 18).	Officers accommodation for BSF Jodhpur.	Contractor's Claim No. 03.00	4600	NIL	NIL	X	X	In view of agreement provisions claim not justified.	Details are not available in the award.
Short payment against RCC item.	Officers accommodation for BSF Jodhpur.	Contractor's Claim No. 05.00	9920	NIL	NIL	X	Payment of Rs. 9333/- already made to contractor.	Claim not justified. Nil award.	X
Short payment for masonry & concrete.	Officers accommodation for BSF Jodhpur.	Contractor's Claim No. 06.00	2000	NIL	NIL	X	X	In the absence of any details claim not allowed.	X
Short payment for item 51 of Agreement.	Officers accommodation for BSF Jodhpur.	Contractor's Claim No. 07.00	3000	NIL	NIL	X	X	Work done already measured & paid. No Quantity is unpaid..	Appears to be a frivolous claim.

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Short payment for item 18 of Agreement.	Officers accommodation for BSF Jodhpur.	Contractor's Claim No. 09.00	3000	NIL	NIL	X	X	The claim is withdrawn during hearing.	Claim having been withdrawn during the proceedings, there is no adjudication on the claim.
On account of less paid in item 14(a).	Providing generating sets for Govt. Qtrs., Calcutta.	Contractor's Claim No. 14.00	40	NIL	40	X	X	Claim justified to the extent of Rs. 40.	Petty amount. Details are not available in the award
On account of short payment /short measurements.	Providing steel railing around National Medical Library.	Contractor's Claim No. 01.00	24000	NIL	583	Short payment of item 2 & non payment of extra item.	X	Claim for item 2 not refuted by Respondents. Hence claim awarded.	Appears to be a case of department accepting the claim tacitly!
Under measurements in respect of some items.	Providing temporary accommodation for NSG at Manesar.	Contractor's Claim No. 01.00	120000	NIL	NIL	Under measurement in certain agreement items.	X	Claim raised belatedly 5.5mm T-iron not used, claims not proved.	Several items discussed. All rejected.
Payment for providing & fixing glass shelf	Renovation - 74-75, Hqrs. West Command Signal Centre, Simla	Contractor's Claim No. 04.00	60	NIL	NIL	Claim for providing & fixing glass shelf as per item No. 18 of the schedule.	X	Claim not substantiated.	X
Refund of amount wrongly withheld from final bill	Renovation - 74-75, Hqrs. West Command Signal Centre, Simla	Contractor's Claim No. 06.00	400	NIL	400	Wrong withholding	X	Withholding not justified	X
On account of payment for Item 25 of S.R	Renovation - 74-75, Hqrs. West Command Signal Centre, Simla	Contractor's Claim No. 08.00	430	NIL	NIL	Payment demanded against item 25 of schedule.	X	Claim for item 25 not justified.	X

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Recoveries contemplated in final bill	Renovation of Rooms of L&M block M/O Defence Phase III.	Contractor's Claim No. 01.00	Not specified	NIL	NIL	The final bill worked out is minus. Contractor disputes this.	X	The bill as worked out by Department is in order.	Amount claimed is not clear from the award. Seems to be a general protest against minus bill.
Claim on account of minus final bill.	Renovation of Rooms of L&M block M/O Defence Phase III.	Department's Claim No. 01.00	2712	NIL	2712	X	X	Final bill is correctly prepared. So amount awarded.	X
Work done but not paid	Renovation of toilets in Shastri Bhawan - Gate 6 & 7	Contractor's Claim No. 02.00	1600	NIL	NIL	Work done but not paid	X	Claimant failed to substantiate; so nil award.	Frivolous claim!
Work done but not paid	Renovation of toilets Shastri Bhawan - Gate 5	Contractor's Claim No. 03.00	784	NIL	NIL	Work done but not paid	X	Claimant failed to substantiate., so nil award.	Details are not available in the award.
Work done but not paid	Res/Non res. buildings for CRPF at Gauhati - 128 type I	Contractor's Claim No. 01.00	54354	NIL	NIL	Claim for work done but not paid.	X	Bill finalised & paid. Security Deposit also refunded. Claim is withdrawn	The contractor may have received some amounts when the proceedings were going on. So he appears to have withdrawn the claims.
On account of final bill	S/R to G Type Qrs. - SH: Replacement of shutters.	Contractor's Claim No. 01.00	10000	NIL	3232	Claim for final payment not released by Department	X	Claimant is entitled for Rs.3232	X
Claim for short payment in sub grade preparation.	S/R to Jodhpur Hostel, New Delhi, during 86-87 - premix carpet	Contractor's Claim No. 05.00	783	NIL	NIL	Short payment by respondent	X	Claim not justified	X

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Non-measurement & non-payment of cartage of mulba	S/R to L&M Blocks - SH: Renovation of rooms, verandahs under Ph. IV.	Contractor's Claim No. 01.00	1021	NIL	NIL	X	X	Claim not proved.	X
Non-measurement & non-payment of Agreement item 33.	S/R to L&M Blocks - SH: Renovation of rooms, verandahs under Ph. IV	Contractor's Claim No. 02.00	364	NIL	NIL	X	X	Claim not proved.	Reasons not given. Seems to be a frivolous claim.
Short payment against item No. 24	S/R to L&M Blocks - SH: Renovation of rooms, verandahs under Ph. IV	Contractor's Claim No. 04.00	4805	NIL	NIL	X	X	Claimant failed to substantiate.	X
Short payment against item No. 25.	S/R to L&M Blocks - SH: Renovation of rooms, verandahs under Ph. IV	Contractor's Claim No. 05.00	4273	NIL	NIL	X	X	Claimant failed to substantiate.	Appears to be a frivolous claim.
Short payment of agreement item No.22	S/R to L&M Blocks - SH: Renovation of rooms, verandahs under Ph. IV	Contractor's Claim No. 07.00	9630	NIL	NIL	X	X	Already paid correctly, claim untenable.	X
Short payment of agreement item No. 23.	S/R to L&M Blocks - SH: Renovation of rooms, verandahs under Ph. IV	Contractor's Claim No. 08.00	19334	NIL	NIL	X	X	Already paid correctly; claim untenable.	X
Balance amount against item No. 2.	S/R to Nirman Bhawan during 81-82.	Contractor's Claim No. 05.00	10523	NIL	NIL	X	Claimant accepted measurements. Contention is also supported by theoretical consumption.	Measurement and final bill accepted.	X

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Work executed but not paid. (17 items as per Annexure amounting to Rs.187192/-)	Special Repair to Canara Bank Building	Contractor's Claim No. 01.00	4371	NIL	4371	Some items accepted as in final bill. Dispute is for remaining items. Arguments are for items of guniting, dismantling, debris removal etc.	Claimant's final bill prepared. Some items already included.	After itemwise examination Rs 4371 awarded in addition to amount proposed to be paid in final bill.	Itemwise break up not available. For statistics claim amount is assumed to be same as award considering that award is, in any case, rather small.
Final bill including Extra items and Substituted items.	Super structure balance work of Nizam Palace, Calcutta.	Contractor's Claim No. 01.00	389233	214196	245176	Claims for final bill amount.	Agreed to pay Rs. 214196 subject to final decision of AHR/ALR	Amount payable has been assessed for Rs.245176.	Amount appears to have been held up for sanction to AHR/ALR items. There is no provision in contract clauses which may allow such withholding.
Payment of unpaid final bill.	Weigh-Bridge Hall IILM at Kauke, Ranchi.	Contractor's Claim No. 01.00	5167	NIL	5167	Recovery of Security Deposit & penal recovery of material not acceptable.	Department proposed further recoveries for excess consumption.	Double rate recovery not just (S 74 of Indian Contract Act). No loss proved	Claimant accepts recovery 23715/- against original claim 28882/-. The balance claim seems to be against recovery under clause 42 which is not allowed. This item is listed under clause 42 also.

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
<p>Clause 10 of old CPWD Contract Forms PWD 7 & PWD 8 (Claims pertaining to supply of stipulated materials and recovery therefor)</p> <p>Total number of claims 20 (13 by contractors and 18 by department)</p> <p>Success in financial terms 20.23% for contractors and 74.64% for department (with contractors having agreed to a recovery to the extent of 62.06%).</p>						<p>(Corresponding clause in 'General Conditions of Contract for Central P.W.D. Works - 1995' is also Clause 10. The language of the clause is substantially altered but the import of the text is similar. In the new form specific reference is given to the authority of the Engineer-in-Charge to make recoveries and for this purpose the burden of giving theoretical consumption statement and reconciliation with the balance material at the stage of each running bill is put on the contractor in the new form. Further, the contractor, as per the new form, is to plan his requirements of such materials in advance and give his projected requirements. The time frame for various actions to be taken in procurement of these materials from departmental stores is also laid down in the new form.)</p>			
<p>Clause 10 lays down the terms and conditions in respect of materials stipulated to be supplied by the department to the contractor.</p> <p>The clause makes the following decisions of the departmental officers final and binding on the parties.</p> <p>Price to be allowed for the materials returned by the contractor from the materials issued to him, which are found to be surplus to the requirement on the work.</p> <p>extension of time to be granted for delay in supply of stipulated materials.</p> <p>In the new form the following decision is also stipulated to be final and conclusive.</p> <p>Adoption of the mode of recovery prescribed in clause 42 at any stage of the work when the reconciliation between the quantity issued, quantity required as per theoretical requirement and the balance quantity available, is not satisfactory.</p>									

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Non return of empty cement bags.	12 Type I, 16 Type II Qrs. for Central excise at Durgapur (W.B.)	Department's Claim No. 03.00	4242	NIL	NIL	X	Recovery as per provisions of clause 10E	Recovery should be from each R.A. bill. Moreover no loss.	In those days the contractor was bound to return the bags as per the terms of agreement. It is not clear as to how is liability stood discharged. Whether the contractor got any benefit by not returning the bags to authorised agent would need a proof.
For extra expenditure due to non supply of angle iron for frames.	12 Type II, 2 Type III, 2 Type IV Qrs. for BSF at Ferozepur.	Contractor's Claim No. 12.00	1160	NIL	1160	Angle iron not issued by Department and had to be procured from market.	Claim denied.	Extra payable @ Rs. 83 for 1653 kg. Stipulated but not issued.	Details not clear. May be the contract stipulated issue of 'Steel' and not only 'round bars' as used to be the practice.
Cost of empty cement bags.	20 Nos. Type III Qrs. for Central excise at Durgapur (W.B.)	Department's Claim No. 03.00	4035	NIL	NIL	X	X	This counter claim has been dealt with claim No. 8.	Claim No. 8 is listed in claims under clause 7 in this compilation.

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Recovery made for not returning empty cement bags.	24 Type II & 16 Type III Qrs. for IBM at Margoa, Goa.	Contractor's Claim No. 03.20	8798	NIL	8798	Bag collecting agents were informed but they did not collect.	Recovery as per stipulated conditions.	Contractor had informed the collecting agent & was thus discharged of liability.	In those days the contractor was bound to return the bags a per the terms of agreement. It is not clear as to how is liability stood discharged. Whether the contractor got any benefit by not returning the bags to authorised agent would need a proof.
Cost of Empty cement bags.	4 Type I, 12 Type III Qrs. for Central excise at Durgapur (WB)	Department's Claim No. 03.00	2347	NIL	NIL	X	Empty bags not returned. Recovery as per clause 10E.	No loss to Department; hence nil award.	In those days the contractor was bound to return the bags a per the terms of agreement. It is not clear as to how is liability stood discharged. Whether the contractor got any benefit by not returning the bags to authorised agent would need a proof.

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
For recovery of material.	4 Type I, 12 Type III Qrs. for Central excise at Durgapur (WB)	Department's Claim No. 08.00	53003	53003	53003	Contractor agreed to recovery of Rs 55512 for all materials.	Claim for basic cost of material.	Claim justified. Adjudicated along with claim 9 of contractor	For cost of material issued & not for double rate recovery. Also refer adjudication on claim No. 9 listed in claims under clause 7.
Credit for excess recovery of Tor steel in final bill.	56 Qtrs. for I. Tax & Central Excise, Hubli	Contractor's Claim No. 13.00	538	NIL	NIL	For excess amount recovered in final bill for Tor steel.	Credit already given.	Credit already given in final bill; hence nil award.	X
Claim for withholding amount for sales tax	C/O Compound wall & Gate at CHZ Agra	Contractor's Claim No. 03.00	3408	NIL	3408	No provision in agreement. No notice for clarification by Respondents.	Sales Tax levied from 1.5.87. Tender was called on 8.1.88. All taxes are to be to the Contractor's Account.	Recovery not covered by agreement terms. No notification filed by Respondent.	Notification not produced? Clause 38 should have been referred!
For refund of recovery for shilotex.	Demolition of Super structure & approaches to bridge	Contractor's Claim No. 05.00	3133	NIL	NIL	Refund of recovery made on the plea of supplying shilotex.	Shilotex not stipulated but supplied by Department & recovered.	Material supplied by Department. Recovery in order. Nil award.	Rather a strange claim. If the material was supplied by the department, how can it be claimed that the recovery should not be made therefor!
For refund of recovery for carriage.	Demolition of Super structure & approaches to bridge	Contractor's Claim No. 06.00	508	NIL	NIL	Refund of recovery on account of change of place of issue.	Recovery affected for adjustment of distance.	Recovery proposed by Respondent is correct hence no award.	X

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
For refund of recovery for stone boulder.	Demolition of Super structure & approaches to bridge	Contractor's Claim No. 07.00	808	NIL	NIL	Refund of recovery made on plea of supplying stone boulder.	Stone boulders supplied and recovered.	Recovery for material issued in order. Hence no award.	Rather a strange claim. If the material was supplied by the department, how can it be claimed that the recovery should not be made therefor!
Delay for non-issue of government stores.	East/West/Central Block Med. College, Goa Ph II	Contractor's Claim No. 01.00	87900	NIL	NIL	Claim for non-issue of stores.	Slow progress, insufficient labour, non-procurement of bricks.	Delay generally attributable to claimant only.	Clause 10 also does not contemplate any compensation for this delay. Claim is listed under General claims also as it has some relevance with that category of claims too.
Refund of cartage charges as per directions of Department.	Lab. at CLI Bombay SH: Superstructure.	Contractor's Claim No. 10.00	1308	NIL	1308	Respondents sent cement to other sites. Recovery of cartage unjust.	X	Amount is refundable.	X
Refund of recovery for empty cement bags	Lab. at CLI Bombay SH: Superstructure.	Contractor's Claim No. 12.00	359	NIL	359	Recovery not justified.	X	No evidence of loss suffered. Hence amount be refunded.	X

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Empty cement bags.	Permanent Terminal Building at Dabolim Airport, Goa.	Contractor's Claim No. 07.00	14032	NIL	14032	On account of non-return of empty cement bags.	Cost recovered as empty cement bags not returned.	Claimant not informed about return of bags; hence claim awarded	In those days the contractor was bound to return the bags as per the terms of agreement. It is not clear as to how is liability stood discharged. Whether the contractor got any benefit by not returning the bags to authorised agent would need a proof.
Cost of RCC karries issued by Department	Renovation of Rooms of L&M block M/O Defence Phase III.	Department's Claim No. 03.00	10748	NIL	10748	X	X	Department is reasonably entitled to this claim.	X
Penal rate recovery for non return of RCC karries	Renovation of Rooms of L&M block M/O Defence Phase III.	Department's Claim No. 06.00	10746	NIL	NIL	X	X	Basic cost recovered. No provision in contract for penalty.	Clause 42 does not cover RCC karries. If intention was to consider them as the stipulated material like cement, steel etc. special provision should have been.
Recovery for non return of empty cement bags	Renovation of Rooms of L&M block M/O Defence Phase III.	Department's Claim No. 07.00	289	NIL	NIL	X	X	X	Petty amount. Details are not available.
Surplus bitumen not taken back by Department.	Strengthening of runway at Dooma	Contractor's Claim No. 07.00	77083	NIL	NIL	125 drums of bitumen not taken back by the Department	There was leakage from the drums and hence not taken back.	Claimant can himself dispose of the drums & retain money.	There is no talk about application or otherwise of clause 42!

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Recovery made for empty cement bags	Terminal Building, Dabolim Airport, Goa	Contractor's Claim No. 07.00	14032	NIL	14032	Respondent were to give requirement of empty bags. They did not give.	As per terms of clause 10E	Requirement not given. Partly issued in paper bags too.	In those days the contractor was bound to return the bags a per the terms of agreement. It is not clear as to how is liability stood discharged. Whether the contractor got any benefit by not returning the bags to authorised agent would need a proof.

<p>Clauses 10C & 10CC of old CPWD Contract Forms PWD 7 & PWD 8 (Escalation claims)</p>	<p>(Corresponding clauses in 'General Conditions of Contract for Central P.W.D. Works - 1995' are also Clauses 10 & 10CC. However, clause 10C is made applicable, in the new form, specifically from the date of receipt of tender instead of the not so clear term 'During the progress of work' mentioned in the earlier form)</p>
<p>Total number of claims 36 (all the claims made by contractors)</p> <p>Success in financial terms 25.66% for contractors out of which the department agreed to 5.18% as due.</p>	
<p>Clause 10C provides for escalation payable for statutory increases in the cost of labour and materials. Clause 10CC provides for escalation to be paid on the basis of index. Contracts where Clause 10C is applicable, Clause 10CC is not applicable. Similarly in contracts where Clause 10CC is applicable, Clause 10C is not operative. Claims for escalations demanded on the basis of any of these two clauses are listed under this category.</p>	

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Claim for labour escalation. (10C)	12 Nos. type V Staff Qtrs. for AG(AP), Hyderabad.	Contractor's Claim No. 01.00	184865	152100	65000	Escalation claim is made under clause 10C. Record was verified by Labour Officer.	There is no proof of actual payment.	No labour complaint. Labour records verified by L.O.	Clause 10C does stipulate specifically the requirement of maintaining records to prove payments made to labour. Reasons for doing away with this requirement are not quite clear.
Less payment made for rise in market price of bricks. (10C)	12 Type II, 2 Type III, 2 Type IV Qrs. for BSF at Ferozepur.	Contractor's Claim No. 01.00	2990	2921	2921	Claim for rise in price of bricks not fully paid.	Claim admitted for Rs.2921/-.	Claim admitted; hence awarded.	Award as per acceptance of the respondents.
For increase in market rate of brick tiles. (10C)	12 Type II, 2 Type III, 2 Type IV Qrs. for BSF at Ferozepur.	Contractor's Claim No. 02.00	1000	583	583	Claim for rise in the market rate of brick tiles under Clause 10C.	Claim admitted for Rs.583/-.	Claim admitted; hence awarded.	Award as per acceptance of the respondents.
Statutory increase in rate of labour wages. (10C)	12 Type II, 2 Type III, 2 Type IV Qrs. for BSF at Ferozepur.	Contractor's Claim No. 04.00	4779	NIL	4779	Claim for escalation labour wages under Clause 10C.	Claim denied for reasons given in letter dt. 18.7.90.	Admitted in Counter Statement of Facts. Rise during execution. Extension granted with no penalty	X
For rise in price of material under clause 10C.	12 Type II, 2 Type III, 2 Type IV Qrs. for BSF at Ferozepur.	Contractor's Claim No. 07.00	16625	NIL	12500	Claim for price rise during execution of work.	Claim denied.	Department in breach; hence liable. Extension granted without penalty. Claim was made timely.	X

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Payment under clause 10C.	122 Quarters for AG, Jaipur.	Contractor's Claim No. 05.00	15000	NIL	NIL	Payment claimed as per details submitted.	X	Details furnished not in order; hence nil award.	There are cases where the awards are given by the arbitrators without production of detailed records on the main plea of there being no labour complaints and on the basis of clearance of labour officers!
Increase in fair wages. (10C)	2 Nos. Type V Qrs. for I. Tax & Central Excise at Altoporvorim.	Contractor's Claim No. 03.00	75000	NIL	NIL	Claim for increase in minimum fair wage.	X	Increase was after stipulated completion date. Delay by contractor.	X
Increase in fair wages of labour. (10C)	24 Type II & 16 Type III Qrs. for IBM at Margoa, Goa.	Contractor's Claim No. 06.00	149212	NIL	500	Increase due to increase in labour wages.	Delay on the part of contractor.	Claimant's delay. Increase during stipulated period only attracted.	Arbitrator works out amount after adjusting initial 10% hike.
On account of upward revision of fair wages. (10C)	56 Qtrs. for I. Tax & Central Excise, Hubli	Contractor's Claim No. 23.00	160000	NIL	NIL	For labour escalation beyond stipulated date of complete.	X	Time at large. But tardy pace by claimant. Department not liable. Department not responsible for delays. Hike was after stipulated period.	Arbitrator rejects plea of alleged delay in payments. Rejects claim, asserts that Department not responsible for delays.

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Claim for escalation in labour wages. (10C)	Auditorium for AICRP at Kodaikanal, Hyderabad.	Contractor's Claim No. 01.00	22847	NIL	12000	Records verified by Labour Officer.	No proof of actual payment.	No labour complaint. Escalation to be paid.	Clause 10C does stipulate specifically the requirement of maintaining records to prove payments made to labour. Reasons for doing away with this requirement are not quite clear.
Escalation in fair wages. (10C)	C/O 24 Type D Qrs. for NIRD, Hyderabad.	Contractor's Claim No. 01.00	34834	NIL	21792	As per labour Act 1970 & minimum fair wage act 1948 bound to pay.	Claimant did not submit the records.	On the basis of argument Rs. 21792 awarded to claimant.	Clause 10C does stipulate specifically the requirement of maintaining records to prove payments made to labour. Reasons for doing away with this requirement are not quite clear.
Hike in prices up to 20.5.89. (10C)	C/O Compound wall & Gate at CHZ Agra	Contractor's Claim No. 04.00	36057	NIL	7000	Drawing issued late. Escalation claimed.	Cement carted on 24/8 against indent of 2/3 No preliminary arrangements made.	10CC not applicable, but escalation is justified	There is no reference to 10C! Award given even after conceding that 10CC is not applicable.

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Enhanced labour wages (10C)	C/O of Residential Qrs. for ESIC at Hyderabad.	Contractor's Claim No. 01.00	143344	NIL	50000	Labour records verified by Labour Officer.	No proof of actual payment seems to have been produced as is mandatory under Clause 10C! Labour records do not seem to have been shown!	Award as no complaint against the Claimant for non payment.	Clause 10C does stipulate specifically the requirement of maintaining records to prove payments made to labour. Reasons for doing away with this requirement are not quite clear.
For increase of labour wages. (10C)	C/O Service Rd. & Footpath along Road No. 5C Masjid Moth	Contractor's Claim No. 09.00	20000	NIL	10256	Claim for statutory increase in labour wages w.e.f 1.1.80	X	10C provisions substantially complied but claim exorbitant	Claim accepted partly on the basis of labour coefficients. There is no reference to the maintenance of records of extra payment made to labour which is a contractual requirement!

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Escalation in labour wages. (10C)	Extension of runway 05/23 & strengthening work at Mohanbari	Contractor's Claim No. 04.00	8789	NIL	8789	Claim for increase in wages	No records produced	No labour complaint. Labour clearance issued	Clause 10C does stipulate specifically the requirement of maintaining records to prove payments made to labour. Reasons for doing away with this requirement are not quite clear. Maintenance of records is a contractual obligation!
Balance payment under Clause 10. (10C)	Lab. at CLI Bombay SH: Superstructure.	Contractor's Claim No. 01.00	40000	NIL	4500	Late drawing. non-supply of cement, hindrance from Electrical Contractor.	Delay due to non procurement of steel windows by Contractor.	Drawing up to 2nd floor supplied. Electrical contractor's hindrance not appreciable. After stipulated period also delay by both.	Small amount allowed in award.
Increase in fair wages. (10C)	Permanent Terminal Building at Dabolim Airport, Goa.	Contractor's Claim No. 05.00	155546	NIL	12000	Claim due to increase in labour wages.	Claimant delayed the work hence 10C was not allowed.	X	Small award given against a huge claim. Reasons are not available.
Increase in labour wages. (10C)	Providing temporary accommodation for NSG at Manesar.	Contractor's Claim No. 07.00	110000	NIL	NIL	X	X	Increase in labour wages not proved.	X
Escalation payment under Clause 10C.	Quarters for Income Tax, Jaipur. (Electrical work)	Contractor's Claim No. 05.00	16724	NIL	NIL	Due to increase in cost of labour & material.	Details required for 10C payment not filed.	Proof of statutory increase not filed; hence nil award.	It seems that the contractor did not produce even the basic data!

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
under claim 8(a)- Increase in rates of wages. (10C)	Renovation of Rooms of L&M block M/O Defence Phase III.	Contractor's Claim No. 07.00	4800	NIL	2000	X	X	Rs. 2000 awarded in favour of claimant.	X
Claim for payment under clause 10C	Renovation of toilets in Shastri Bhawan - Gate 6 & 7	Contractor's Claim No. 04.00	12500	NIL	NIL	Claim for escalation	X	Claim not justified	X
Claim for payment under clause 10C	Renovation of toilets Shastri Bhawan - Gate 5	Contractor's Claim No. 05.00	8000	NIL	NIL	Claim for escalation	X	Claim not justified	X
Increased cost of labour /material (10C)	Res/Non res. buildings for CRPF at Gauhati - 128 type I	Contractor's Claim No. 04.00	608505	NIL	315016	Increased cost of labour/material during prolonged periods	X	Cost increased in prolonged period. Claim justified	No reference is made to clause 10C ? Ad hoc award!
Increase in labour wages. (10C)	S/R to L&M Blocks - SH: Renovation of rooms, verandahs under Ph. IV	Contractor's Claim No. 13.00	3000	NIL	NIL	X	X	Neither details given nor claim established.	X
On account of escalation. (10C)	Super structure balance work of Nizam Palace, Calcutta.	Contractor's Claim No. 02.00	100000	NIL	NIL	Decision and drawing delayed by Respondents.	Slow progress by contractor.	Rights to claim 10C/12A increase not Reserved. Time at large	X
Statutory increase on labour wages under 10C	Terminal Building, Dabolim Airport, Goa	Contractor's Claim No. 05.00	155546	NIL	1200	Claim for increase in labour wages.	Already paid for stipulated period of completion	10C conditions met. Entitled after stipulated date of completion too.	X

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Payment under 10CC.	24 Type I and 16 Type II Qrs. for BSF Singpura (J&K).	Contractor's Claim No. 01.00	211669	NIL	45000	For increase in prices & work done after stipulated date.	10CC is not part of the agreement.	10CC though not in agreement but justified partly.	Similar claim disallowed by same arbitrator (Refer below). In this case arbitrator allows payment for escalation after admitting that clause 10CC is not applicable as per the agreement!
10CC payment (for escalations).	8 Type III Qrs. at CJIL Agra.	Contractor's Claim No. 02.00	20000	NIL	NIL	Work delayed; so 10CC became operational.	10CC is not the clause of Agreement.	10CC is not part of Agreement; Hence nil award.	X
Escalation in cost. (10CC)	8 Type IV & 8 Type I Qrs. for IBM at Nargoa.	Contractor's Claim No. 05.00	210000	NIL	15000	Escalation as per 10CC demanded.	Paid for the agreement period.	Department & claimant both delayed. Claimant compensated partially.	X
Payment for escalation under clause 10CC	C/O A.C. Plant Room for Instt. of Pathology.	Contractor's Claim No. 04.00	20000	NIL	NIL	Claim for escalations	X	Claim not justified.	Details not given
Claim for escalations under clause 10CC	C/O Compound wall & Gate at CHZ Agra	Contractor's Claim No. 05.00	6000	NIL	NIL	Period got extended to 11 months	Stipulated period was less than 6 months. 10CC not applicable.	Stipulated period less than 6 months, nothing is awarded.	X
Claim for escalation under Clause 10CC	C/O Residential Accommodation in GP at Gachibowli.	Contractor's Claim No. 07.00	40000	NIL	4500	Claim for escalations payable under clause 10CC.	Payment already made.	Payment made. Further allowed on amount of award on claims 1-4	X

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Balance payment due under clause 10CC.	C/O School of Social Science at JNU, New Delhi.	Contractor's Claim No. 02.00	75402	NIL	9000	X	X	Claim assessed for 9000 only. (Against amounts held payable)	X
Escalation under clause 10CC	National Museum Building - underground sump	Contractor's Claim No. 02.00	70000	NIL	35000	Delay 957 days. Proof not required. Compensation beyond a date.	10CC applicable only if stipulated period including the extended period is more than 6 months. Notification not original. Clause 2 compensation levied.	Work delayed by Department. Period of completion much more than 6 months; hence 10CC is applicable.	X
Escalation in prices. (10CC)	New Aerodrome at Calicut.	Contractor's Claim No. 08.00	245496	NIL	115076	Escalation not paid.	Payment U/C 10CC made up to 1st R.A. bill.	2nd bill delayed by Department. Payment under 10CC be made up to the justified date.	X
Payment for escalation under clause 10CC	Strengthening of taxi track and apron at Silchar	Contractor's Claim No. 01.00	16744	NIL	16744	Stipulated time being 8 months, escalation under 10CC payable	Agreed in writing to complete in 6months. 10CC not applicable	Time as per award letter is 8 months. Claim justified	Department showed 8 months in award letter ? Appears to be a case of wavering contentions.

<p>Clause 10D of old CPWD Contract Forms PWD 7 & PWD 8 (Claims pertaining to materials obtained in excavation, and during dismantling work)</p>	<p>(Corresponding clause in 'General Conditions of Contract for Central P.W.D. Works - 1995' is also Clause 10D.)</p>
<p>This clause gives the procedure for dealing with the materials obtained during dismantling of a structure and excavation work etc.</p>	

Cost of dismantled bricks and tiles not returned.	Renovation of Rooms of L&M block M/O Defence Phase III.	Department's Claim No. 02.00	4770	NIL	4770	X	X	Non return evidenced on rational basis. So claim awarded.	X
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<p>Clause 12 of old CPWD Contract Forms PWD 7 & PWD 8 (Claims relating to Extra and Substituted Items and rates therefor)</p> <p>Total number of claims 165 (164 by contractors and 1 by department) Success in financial terms 12.44% for contractors but department did not succeed in its solitary claim.</p> <p>This clause gives the procedure for determining the rates for extra and substituted items.</p>						<p>(Corresponding clause in 'General Conditions of Contract for Central P.W.D. Works - 1995' is also Clause 12. The language of the clause is substantially modified but the basic procedure and the order of precedence for the manner in which the rates are to be worked out remains same. The concept of omission of some items of works is also now built-in. Also, the rate of which agreement item is to be referred when there are two or more similar items in the agreement items under different sub-heads is also clearly specified in the new form.)</p>			
On account of spreading aldrine	12 Type I, 16 Type II Qrs. for Central Excise at Durgapur (W.B.)	Contractor's Claim No. 04.00	2640	NIL	NIL	Claim is for extra due for chemical treatment.	Already paid as extra item.	Claim is untenable; hence nil award.	X
For 15mm thick deodar wood panel instead of 12mm in item No. 24.	12 Type II, 2 Type III, 2 Type IV Qrs. for BSF at Ferozepur.	Contractor's Claim No. 05.00	2000	NIL	NIL	Claim for providing 15mm panels instead of 12mm stipulated.	Claim denied.	Based on evidence on record, claim is not substantiated.	Frivolous claim!
For providing 2 Nos. horizontal rails instead of 1 full glass pane	12 Type II, 2 Type III, 2 Type IV Qrs. for BSF at Ferozepur.	Contractor's Claim No. 06.00	2000	NIL	1577	Work done extra from the drawing issued for the work.	Intermediate rail not payable as per CPWD specifications.	Extra work done; hence award in favour of claimant.	X
For providing GI flush pipe instead of telescopic pipe.	12 Type II, 2 Type III, 2 Type IV Qrs. for BSF at Ferozepur.	Contractor's Claim No. 09.00	200	NIL	200	Claim for providing GI flush pipe instead of telescopic pipe	X	Substitution not denied by Department. Assessment made from records.	It is not clear why the department did not allow substituted rate when substitution was denied!

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Testing charges in respect of CC cubes & bricks etc.	12 Type II, 2 Type III, 2 Type IV Qrs. for BSF at Ferozepur.	Contractor's Claim No. 10.00	1000	NIL	900	Details of expenditure given. Department is to bear, as per CPWD Specifications.	Claim denied.	Since testing charges are to be borne by Department; hence award.	X
For applying neat cement slurry for smooth surface of RCC.	12 Type II, 2 Type III, 2 Type IV Qrs. for BSF at Ferozepur.	Contractor's Claim No. 11.00	1020	NIL	NIL	Claim for cement slurry for smooth finish of RCC.	Claim denied.	Based on evidence on record, claim is not payable	X
For miscellaneous charges.	12 Type II, 2 Type III, 2 Type IV Qrs. for BSF at Ferozepur.	Contractor's Claim No. 15.00	15000	NIL	8093	Less than due rate allowed for Extra /Substituted Items, earth filling, shuttering, Hold fasts.	X	Based on facts and circumstances, assessed amount of Rs. 8093 is payable.	X
Teak Wood Board for fancy lights	122 Quarters for AG, Jaipur.	Contractor's Claim No. 11.00	2101	NIL	600	Detailed Analysis submitted.	X	Analysis is inflated. Award restricted to Rs. 600.	X
Extra work on stone walls.	122 Quarters for AG, Jaipur.	Contractor's Claim No. 12.00	15874	NIL	NIL	X	X	No written submissions filed by claimant. Nil award.	X
Extra/ Substituted Items not paid in final bill.	2 Nos. Type V Qrs. for I. Tax & Central Excise at Altoporvorim.	Contractor's Claim No. 01.00	20000	NIL	NIL	Rates should be derived on the basis of market rate.	Rates are correctly derived.	Claim does not subsist.	X

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Amount withheld for sanction of Extra/ Substituted/ Reduced Rates.	2 Nos. Type V Qrs. for I. Tax & Central Excise at Altoporvorim.	Contractor's Claim No. 07.00	2000	2000	2000	Refund of amount withheld pending sanction of rates.	Respondent admits the amount to be payable.	Claim agreed by respondents; hence awarded to claimant.	Department can not withhold amounts for the formality of accord of sanction as per any term of the contract. In any case such sanctions need to be issued expeditiously.
For removing the centering/ shuttering for RCC slab 3 times.	2 Nos. Type V Qrs. for I. Tax & Central Excise at Altoporvorim.	Contractor's Claim No. 09.00	14000	NIL	NIL	Claim for removing centering/shuttering 3 times.	Respondents have already paid for infructuous work.	Already paid. No evidence of more infructuous work.	X
Bending, fixing, placing & removing steel reinforcement.	2 Nos. Type V Qrs. for I. Tax & Central Excise at Altoporvorim.	Contractor's Claim No. 10.00	6000	NIL	NIL	Work done 3 times	X	No evidence of more infructuous work than as paid in Claim 9.	Claim 9 is the preceding claim under clause 12.
For wastage of steel due to change in design.	2 Nos. Type V Qrs. for I. Tax & Central Excise at Altoporvorim.	Contractor's Claim No. 11.00	7500	NIL	NIL	Claim for wastage due to change in design.	X	No evidence of such wastage.	X
Extra expenditure for wastage of centring/ shuttering material.	2 Nos. Type V Qrs. for I. Tax & Central Excise at Altoporvorim.	Contractor's Claim No. 12.00	40000	NIL	NIL	Loss of Rs 40000 incurred due to change in design.	X	Such loss as claimed is unimaginable. Claim is frivolous.	X
Extra brick work	2 Type V Qrs. for CRPF Rambag, Srinagar.	Contractor's Claim No. 02.00	8334	NIL	NIL	Less payment is made for Substituted Items.	The rate claimed has already been paid.	Claim not justified.	X

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For less payment made against Substituted Items.	2 Type V Qrs. for CRPF Rambag, Srinagar.	Contractor's Claim No. 04.00	1726	NIL	1726	Paid up to pre-final bill but deleted in final bill.	Item not executed so deleted.	Amount payable as already paid up to pre-final bill.	Contradiction by Department in prefinal bill & the stand taken in arbitration!
Non payment of extra thickness of lime concrete.	20 Nos. Income Tax Qrs. at Calcutta - Replacement of Roof.	Contractor's Claim No. 01.00	50911	NIL	NIL	Rate assumes 18cms thickness. Payment should be on cubic metre basis.	Agreement rate is on area basis. This overrides 1967 Specifications.	Claim is an after thought; hence no award.	X
Non-acceptance of rates for Extra /Substituted /Reduced Rate items.	24 Type II & 16 Type III Qrs. for IBM at Margoa, Goa.	Contractor's Claim No. 01.00	131088	NIL	34855	In analyses of the Department Sub clause of Claus 12 is adopted which is disputed.	Correctly worked out	Claim partly accepted for certain items.	X
Change of matti wood to Teak wood.	24 Type II & 16 Type III Qrs. for IBM at Margoa, Goa.	Contractor's Claim No. 04.00	51422	NIL	NIL	Recovery of against already paid matti wood shutter not just.	Payment covered by Substituted Item. Refer claim 1	Covered by claim 1. No defective matti shutters handed over.	Refer adjudication on claim 1 under clause 12 in this compilation.
Change of design of roof slab.	24 Type II & 16 Type III Qrs. for IBM at Margoa, Goa.	Contractor's Claim No. 05.00	60000	NIL	9000	Extra work in sloped roof as against flat slab item in agreement.	X	Extra efforts made. Claimant awarded an amount of Rs 9000/-	X
Amount withheld for sanction of Extra and Substituted Items.	56 Qtrs. for I. Tax & Central Excise, Hubli	Contractor's Claim No. 09.00	2000	2000	2000	Claim for payment withheld for extra items.	Admitted	Claim admitted by Respondent; hence awarded.	The necessity of dragging an admitted claim to arbitration is not clear!

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Wrong classification of items.	56 Qtrs. for I. Tax & Central Excise, Hubli	Contractor's Claim No. 15.00	8517	NIL	NIL	Agreement items paid @ higher rate, changed as Extra /Substituted Items at low rates.	X	Claim rejected. Work not executed as per requirements; So reduction.	X
New bore well connection	56 Qtrs. for I. Tax & Central Excise, Hubli	Contractor's Claim No. 17.00	5000	NIL	NIL	Claim for making connection from a new bore well.	X	Claimant failed to substantiate; hence rejected.	X
Claim for teak shutters	56 Qtrs. for I. Tax & Central Excise, Hubli	Contractor's Claim No. 18.00	150000	NIL	NIL	Claim made for teak wood shutters.	X	Claim not substantiated; hence rejected.	No details given in the award
Expenditure incurred on transporting & shifting of materials	56 Qtrs. for I. Tax & Central Excise, Hubli	Contractor's Claim No. 19.00	7000	NIL	NIL	Claim for transportation & shifting of materials.	X	Claim not substantiated; hence rejected.	No details in award. Perhaps for double handling.
Claim for cost of electricity.	56 Qtrs. for I. Tax & Central Excise, Hubli	Contractor's Claim No. 20.00	2000	NIL	NIL	Claim for electricity.	X	Claim not substantiated; hence rejected.	X
Extra expenditure for raking joints.	56 Qtrs. for I. Tax & Central Excise, Hubli	Contractor's Claim No. 21.00	12000	NIL	NIL	Claim for cost of raking of joints.	X	No raking done beyond provision in specifications. Claim frivolous.	X
Cost of water given to other agencies.	56 Qtrs. for I. Tax & Central Excise, Hubli	Contractor's Claim No. 22.00	4000	NIL	NIL	Claim for cost of water supplied to other agencies.	X	No such instructions by Department. Claim unfounded & rejected.	X
On account of excavation of mulba.	875 HUDCO Qrs. Earth disposal from Rd. 7 to Rd.1	Contractor's Claim No. 01.00	15000	NIL	6460	On account of excavation of mulba.	X	Claim is partly justified	X

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On account of disposal of surplus earth.	875 HUDCO Qrs. Earth disposal from Rd.7 to Rd.1	Contractor's Claim No. 02.00	10000	NIL	NIL	Claim is for dumping of surplus earth at Vasant Vihar.	X	Claim not justified.	X
On account of extra lead.	875 HUDCO Qrs. Earth disposal from Rd.7 to Rd.1	Contractor's Claim No. 03.00	3000	NIL	1323	Claim is for extra lead of 1 km. at Pushp Vihar Sector III..	X	Claim awarded in favour of claimant.	X
Using extra cement slurry on terrace after removal of Mud phuska.	Additional 2 floors on rear Unit of Pathology Block, MAMC.	Contractor's Claim No. 18.00	15000	NIL	NIL	Extra cement slurry used before flooring. Refer letters sent.	No extra slurry used by Claimant. Slurry applied by Department.	No mention of cement for slurry in cement register. No award.	X
For use of mortar on existing undulated floors.	Additional 2 floors on rear Unit of Pathology Block, MAMC.	Contractor's Claim No. 20.00	25000	NIL	NIL	After removal of mud phuska extra cement mortar was used.	No such work was ever ordered to be done. Nor was it done.	After examining the records nothing is awarded on this account.	X
For half brick work partition & mortar wall.	Additional 2 floors on rear Unit of Pathology Block, MAMC.	Contractor's Claim No. 22.00	10000	NIL	2000	Mud mortar wall constructed to restrict movement of students.	Wall was raised to build the jhuggies.	Seeing work involved an amount of Rs. 2000 is awarded.	Contractor insists that the work was done after jhuggies were constructed.
For extra for round RCC columns.	Additional 2 floors on rear Unit of Pathology Block, MAMC.	Contractor's Claim No. 23.00	490	NIL	NIL	Claim for pouring concrete in round RCC column.	Circular shuttering items paid already.	Extra in shuttering paid. No further extra work. Rejected.	X
For removal of one door & frame from site.	Additional 2 floors on rear Unit of Pathology Block, MAMC.	Contractor's Claim No. 24.00	800	NIL	150	Dismantled door was the property of the claimant.	Credit of Rs. 75/- for door & frame has been allowed.	Credit allowed is low. Additional amount of Rs.150 is awarded.	X
For applying extra cement slurry on different existing roofs	Additional 2 floors on rear Unit of Pathology Block, MAMC.	Contractor's Claim No. 25.00	20000	NIL	NIL	Claim for extra cement slurry used on various floors.	No such claim during execution.	Not substantiated. No reference in cement register. Rejected	X

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For repair of damage caused by Electrical & Sanitary agencies.	Additional 2 floors on rear Unit of Pathology Block, MAMC.	Contractor's Claim No. 27.00	5000	NIL	NIL	For expenditure on repairs to damages by other agencies.	X	No details/ measurements produced; hence nothing is awarded.	X
For removal of extra malba & dismantled material by trucks.	Additional 2 floors on rear Unit of Pathology Block, MAMC.	Contractor's Claim No. 32.00	5000	NIL	NIL	For removal of extra malba.	Claimant paid for dismantling. They were to remove malba.	No proof that any other malba was removed. Rejected.	X
Difference in cost of Tor & mild steel..	Barbed wire fencing with gates at HBS, Paraliar	Contractor's Claim No. 03.00	3779	NIL	NIL	Mild steel issued instead of Tor steel at same rate	Separately compensated for using higher diameter of steel	No loss to claimant. Recovery at same rate.	X
Claim for advance payment to remobilize workers.	Barbed wire fencing with gates at HBS, Paraliar	Contractor's Claim No. 04.00	3250	NIL	NIL	Advance paid to remobilize workers.	X	Claimant failed to produce evidence & substantiate his claim. No award.	X
Claim for jungle clearance.	Barbed wire fencing with gates at HBS, Paraliar	Contractor's Claim No. 05.00	1600	NIL	NIL	Claim for clearing jungle.	X	Claimant failed to produce evidence & substantiate his claim. No award.	X
Claim for rethatching the site shed.	Barbed wire fencing with gates at HBS, Paraliar	Contractor's Claim No. 06.00	750	NIL	NIL	Claim for extra work of rethatching site shed.	X	Claimant failed to produce evidence & substantiate his claim. No award.	X
Claim for losses as huge quantity of material washed away.	Barbed wire fencing with gates at HBS, Paraliar	Contractor's Claim No. 07.00	1500	NIL	NIL	Sand & other materials washed away.	X	Claimant failed to produce evidence & substantiate his claim. No award.	X
Claim for removal of malba of other agency.	C/O Athletic stadium for Asian Games 1982, Lodi Road.	Contractor's Claim No. 07.00	10546	NIL	10546	Removal of malba of other agency.	X	Evidence produced shows that the claim is reasonable.	Department's claim for removal of contractor's malba rejected!

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Claim for applying cement primer	C/O Athletic stadium for Asian Games 1982, Lodi Road.	Contractor's Claim No. 08.00	4835	NIL	NIL	Cement primer applied under the emulsion paint.	Not required at site.	As per para 13.31.10 of CPWD Specifications primer is not required.	X
Claim for supply of teak wood rod.	C/O Athletic stadium for Asian Games 1982, Lodi Road.	Contractor's Claim No. 09.00	300	NIL	NIL	Teak wood rod 40mm supplied.	X	Claimant did not establish that payment was not made separately.	X
Claim for supply of ribbed glasses.	C/O Athletic stadium for Asian Games 1982, Lodi Road.	Contractor's Claim No. 10.00	450	NIL	NIL	Extra for supply of 9 mm ribbed glasses.	X	Claimant did not establish that payment is not made separately.	X
Claim for supply of sample shutters	C/O Athletic stadium for Asian Games 1982, Lodi Road.	Contractor's Claim No. 11.00	6118	NIL	NIL	Payment is to be made for the shutters supplied.	Sample shutters are not to be paid for.	As per specifications page 29, the claim is inadmissible.	X
Claim for extra labour and material in brickwork in bands.	C/O Athletic stadium for Asian Games 1982, Lodi Road.	Contractor's Claim No. 12.00	93074	NIL	NIL	Payment claimed for extra labour and materials required.	Item itself clearly provides for B.W in seating tiers.	As per remarks of respondent, no extra payment admissible.	X
Claim for finish on rain water pipe	C/O Athletic stadium for Asian Games 1982, Lodi Road.	Contractor's Claim No. 13.00	1180	NIL	NIL	Finishing on Rain water pipes.	No finishing done.	Claimant fails to prove that the item was actually done.	X
Claim for damage caused to plaster, glazed tiles etc.	C/O Athletic stadium for Asian Games 1982, Lodi Road.	Contractor's Claim No. 14.00	10635	NIL	NIL	Damage caused by other agencies was made good by us.	Other agencies themselves made good the damage.	Claimants failed to establish that work was done by them.	X
Claim for broken wash basin	C/O Athletic stadium for Asian Games 1982, Lodi Road.	Contractor's Claim No. 15.00	350	NIL	NIL	Wash basin broken by elect. contractor replaced by claimant.	X	Claimant fails to establish that such work was done.	X

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Claim for glasses broken by other agencies	C/O Athletic stadium for Asian Games 1982, Lodi Road.	Contractor's Claim No. 16.00	23640	NIL	NIL	Glass panes broken by other agencies were replaced.	X	Claimant fails to establish that such work was done.	X
Claim for extra lead	C/O Athletic stadium for Asian Games 1982, Lodi Road.	Contractor's Claim No. 17.00	8500	NIL	NIL	Claim for cartage of extra lead in material handling etc.	No extra lead involved beyond provisions in the contract.	Claimant fails to prove multiple handling & extra lead.	X
Claim for testing of materials	C/O Athletic stadium for Asian Games 1982, Lodi Road.	Contractor's Claim No. 18.00	6810	4868	4868	Payment made for testing of materials is to be reimbursed.	Partly accepted	Awarded to the extent s accepted by Respondent. Further claim not established.	X
Claim for short payment towards ornamental flooring	C/O Athletic stadium for Asian Games 1982, Lodi Road.	Contractor's Claim No. 20.00	45120	NIL	2520	Extra cost of labour & material in flooring.	The cost of extra mortar is already paid.	Extra cost of labour is payable.	X
Claim for short payment in item of flooring.	C/O Athletic stadium for Asian Games 1982, Lodi Road.	Contractor's Claim No. 21.00	60000	NIL	2874	Short payment made in C.C flooring.	Already paid as per analysis produced of extra item.	Additional Rs 20/cum for finishing & providing fine grade to underlayer.	Department's rate considered inadequate for 143 cum quantity.
Short payment in Extra/ Substituted Items.	C/O Athletic stadium for Asian Games 1982, Lodi Road.	Contractor's Claim No. 22.00	150000	NIL	27085	Short payment for Extra/ Substituted Items.	X	Rate analyses studied. Claim justified to the extent awarded.	Additional rate of 30.00/cum for C.C & 2.00/sqm for ventilators.
Claim for short payment against consolidation of earth	C/O Athletic stadium for Asian Games 1982, Lodi Road.	Contractor's Claim No. 25.00	17904	NIL	NIL	Short payment towards consolidation of earth.	Deduction due to non consolidation of earth.	Deduction is reasonable.	X
Claim for short payment in curved marble slab partition	C/O Athletic stadium for Asian Games 1982, Lodi Road.	Contractor's Claim No. 27.00	14500	NIL	NIL	Short payment in curved marble slab partition.	No provision in specifications for extra in curved partition.	Nothing extra payable as per Para 6.2.9.14 of specifications.	X

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Claim for flooring in circular steps	C/O Athletic stadium for Asian Games 1982, Lodi Road.	Contractor's Claim No. 28.00	30534	NIL	NIL	Extra work in doing flooring in circular steps.	X	Not payable as per para 6.2.9.14 of specifications.	X
Cutting grass and cleaning site.	C/O BS Fencing on Punjab Border in Derababa Nanak.	Contractor's Claim No. 02.00	24400	NIL	NIL	Claimant claims for cleaning elephant grass on site.	No proof filed.	No proof produced. Photographs filed are for work in progress. Rejected.	X
For cleaning flood deposits from site.	C/O BS Fencing on Punjab Border in Derababa Nanak.	Contractor's Claim No. 03.00	61000	NIL	7500	Claimant claims for cleaning of flood deposits during execution	Work not completed before floods.	Flood/photograph/p ress cutting are not denied. Assessed award of Rs. 7500/-	X
Repairs done for setting-right damage due to floods.	C/O BS Fencing on Punjab Border in Derababa Nanak.	Contractor's Claim No. 04.00	65745	NIL	6000	Work order signed under protest after stipulated date. of completion	Refers to R-2(iii)	No proof for flood repair by Department Compensation justified.	Arbitrator. says R-2(iii) after Stipulated date of completion without any consideration.
Claim for wrongful deduction of cartage of materials	C/O Compound wall & Gate at CHZ Agra	Contractor's Claim No. 02.00	1629	NIL	NIL	Recovery for cartage from sites other than Jaipur not just.	Material to be issued at Jaipur. Recovery made for difference.	No specific objections filed against cost adjustment.	X
Extra panels and styles etc.	C/O Residential Accommodation in GP at Gachibowli.	Contractor's Claim No. 02.00	59120	NIL	NIL	Extra panels and styles etc. provided over the agreement item.	Drawing was issued soon after the start of work.	No change in drawing supplied to contractor.	Arbitrator recognises department's stand. No proof of another drawing at time of tender.
For executing thin fins.	C/O Residential Accommodation in GP at Gachibowli.	Contractor's Claim No. 03.00	73757	NIL	NIL	Chhaja drops, 5 cms thick paid as fins. Extra should be paid	Correctly paid.	Payment made to contractor is in order.	X

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Claim for Substituted Item railing of RCC balcony	C/O Residential Accommodation in GP at Gachibowli.	Contractor's Claim No. 04.00	230137	NIL	7920	Railing of ornamental design not correctly paid.	G.I railing substituted. Paid in RCC walls & fins.	Two stage casting is involved. Extra effort is required. Extra payment to be made @ 40/- per MT.	X
Balance for RCC overhead tank.	C/O Residential Accommodation in GP at Gachibowli.	Contractor's Claim No. 05.00	168279	NIL	NIL	Claim for work involved in RCC overhead tank.	Payment made under various agreement items.	Ordinary rectangular tank. Payment has already been made.	X
Items of work not correctly paid as Extra Items /Substituted Items.	C/O School Building & Staff Qrs. at K.Vidyalaya, Trichur	Contractor's Claim No. 02.00	94396	NIL	3820	Sloped fins, curved shuttering, RCC louvers/railing, Square brickwork.	Paid correctly.	Some extra payable in some items. Assessed payment Rs 3820/-	Claim is against alleged misclassification of some items.
Extra for using machine cut Kota stone flooring.	C/O School of Social Science at JNU, New Delhi.	Contractor's Claim No. 03.00	100000	NIL	8274	X	X	In view of CS. 9 of Specifications 1977, the amount is assessed to the tune of Rs. 8274 only	X
Short payment of extra /substituted items.	C/O School of Social Science at JNU, New Delhi.	Contractor's Claim No. 06.00	200000	NIL	8494	X	X	Award given on the basis of assessment & due to error in calculation.	Further details not available
Ornamental brick work.	C/O School of Social Science at JNU, New Delhi.	Contractor's Claim No. 07.00	100000	NIL	27000	X	X	Arbitrator assessed & awarded Rs.27000 after joint inspection.	X

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Non/short payment of extra /substituted /agreement items.	C/O School of Social Science at JNU, New Delhi.	Contractor's Claim No. 08.00	60000	NIL	14263	X	Department relies on condition 1.14 mentioning all heights	Claimant entitled for payment of Rs. 14263 for centring at extra height.	If the contract stipulated all heights, reasons for rejection of this contention are not available.
For loss of profit on wrongful execution of work.	C/O Service Rd. & Footpath along Road No. 5C Masjid Moth	Contractor's Claim No. 13.00	3480	NIL	NIL	Wrongful execution of agreement item 14 for Rs 34000. 10% claimed	As per clause 12, there can be variation. Respondent. action just	Respondent's action is in order; hence nothing is awarded.	details of alleged wrong execution are not available in the award.
Undisputed final bill and extra items not paid/less paid.	Control Tower at Civil Aerodrome Behala (Balance Work)	Contractor's Claim No. 01.00	29043	9492	9492	Reimbursement of undisputed final bill & work done not paid.	Respondents have already determined & paid amount of 9492	Award in favour of claimant for Rs. 9492/-.	X
Scarifying of existing surface.	D/O Cooch Behar Aerodrome in N.E. Region.	Contractor's Claim No. 02.00	83693	NIL	10000	Cleaning of grass, silt etc.. from road surface.	No scarifying of old WBM was required. Dismantling itself removes grass.	Some effort required in segregating/disposal. Rs. 10000 justified.	X
Rubbing of flooring.	D/O land for Shakti Sthal.	Contractor's Claim No. 02.00	4047	NIL	NIL	On account of rubbing of flooring.	Inadequate rubbing & polishing was done. Completed by Department.	Recovery done by Department in order.	X
For making sample.	D/O land for Shakti Sthal.	Contractor's Claim No. 08.00	5000	NIL	NIL	Claim for making sample of stone flooring.	As per agreement, claimant has to make sample.	Reasons advanced by the Department upheld.	X
Cost of material & labour for fixing MS flat.	D/O land for Shakti Sthal.	Contractor's Claim No. 09.00	1050	NIL	NIL	Claim for cost of material & labour for fixing 56m.MS Flat.	X	Claim not established; so rejected.	X
For relaying W.B.M	D/O land for Shakti Sthal.	Contractor's Claim No. 10.00	8700	NIL	NIL	Due to change of levels works redone.	Work not executed as per Department's instructions.	Claim rejected as Department's instructions were not followed.	X

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Short payment for extra item of MS Flats.	D/O land for Shakti Sthal.	Contractor's Claim No. 11.00	7000	NIL	NIL	Short payment.	Claim was paid by preparing A/R & paid as E.I.	A/R & E/I paid in order.	X
Providing MS flats after dismantling.	D/O land for Shakti Sthal.	Contractor's Claim No. 12.00	5000	NIL	NIL	Providing MS flats after dismantling required by Department.	Already paid as extra item.	Claim not substantiated; hence rejected. No award.	X
Converting soling stone into metal.	D/O land for Shakti Sthal.	Contractor's Claim No. 13.00	7200	NIL	NIL	Claim on account of converting soling into metal.	Already paid as extra item.	Already paid as extra item; so no award.	X
Supply & filling good earth at site.	D/O Training areas in BSF Camps, Jalalabad.	Contractor's Claim No. 01.00	53000	NIL	30000	Should be paid on stack measurements & not levels.	Stack measurements not done; so paid on level basis.	1st R..A. bill paid on stacks, levels not signed by Claimant.	It appears that no independent checks by AE were there. However, it also appears that the mode as per agreement was by stacks.
Extra Item on account of filling available earth.	D/O Training areas in BSF Camps, Jalalabad.	Contractor's Claim No. 02.00	20000	NIL	5000	Department was informed about extra work at right time.	No such letter received.	Letter was received. It was referred in subsequent letters. Exact measurement not available.	X
Claim for miscellaneous items.	D/O Training areas in BSF Camps, Jalalabad.	Contractor's Claim No. 05.00	8000	NIL	4100	X	X	On consideration of records an amount of Rs. 4100 awarded.	Details or reasons not given in the award.

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For further payment under Substituted Item Agreement item No. 32.	Demolition of Super structure & approaches to bridge	Contractor's Claim No. 27.00	16587	NIL	NIL	Double stage shuttering not accounted for by the Department.	Payments made correctly.	In view of additional condition No.1, nothing is admissible as extra.	X
For under payment against Extra Item of pumping /bailing of water.	Demolition of Super structure & approaches to bridge	Contractor's Claim No. 31.00	75000	NIL	NIL	Full payment not made for pumping and bailing out water.	Payments correctly made under Extra Item.	Extra Item derived & paid correctly. Nothing more payable.	X
For further payment against Extra Item of banking excavated earth.	Demolition of Super structure & approaches to bridge	Contractor's Claim No. 32.00	258	258	258	Further payments claimed under Agreement Item No. 12.	Claim admitted for Rs.258/-.	Department has admitted the claim. Hence awarded.	X
Further payments against Extra Item for brick work in or under water	Demolition of Super structure & approaches to bridge	Contractor's Claim No. 33.00	19310	NIL	NIL	Full payment for brick work in or under water not paid.	Already paid correctly under extra item.	Correctly paid under extra item. Nothing more is payable.	X
For under payment against Substituted Item of Tor Steel.	Demolition of Super structure & approaches to bridge	Contractor's Claim No. 34.00	1510	NIL	NIL	Substituted Item of Tor steel not correctly paid.	Substituted Item paid correctly.	Rate of S.I. derived correctly. Nothing extra payable.	X
For Extra Item of carriage by mechanical transport	Demolition of Super structure & approaches to bridge	Contractor's Claim No. 35.00	5000	NIL	NIL	Claimant claims extra payment for carriage by Mechanical transport.	Already paid correctly.	Nothing extra payable in view of details submitted by Respondent.	X

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For reinforcement work in or under water.	Demolition of Super structure & approaches to bridge	Contractor's Claim No. 39.00	60000	NIL	NIL	Extra payment for steel work in or under water.	Already paid on items admissible.	Extra payment already made on items admissible. Claim rejected.	X
For centring shuttering in or under water.	Demolition of Super structure & approaches to bridge	Contractor's Claim No. 40.00	2350	NIL	NIL	Extra for centring shuttering done in or under water.	Extra on Items admissible already paid.	Already paid on items admissible. Nothing more payable.	X
Compensation for damage done by other agency.	East/West/Central Block Med. College, Goa Ph II	Contractor's Claim No. 10.00	65000	NIL	NIL	For work damaged by other agencies e.g. Elect. contractor etc.	X	No evidence of damage by other agencies produced.	X
Non-payment of Extra Items in final bill & rates not worked correctly	East/West/Central Block Med. College, Goa Ph II	Contractor's Claim No. 11.00	25000	NIL	NIL	Claim for more payment against extra items etc.	X	Claim not substantiated; hence nil award.	X
Providing cement concrete gola.	Extension of Bangla Desh pavilion at Pragati Maidan	Contractor's Claim No. 06.00	600	NIL	600	Payment for constructing gola.	Claim denied. Existence of gola not disputed.	Respondent accepts work is done. Rate & length is not disputed; hence award.	X
Underpayment in quantity and rate of extra item of carriage of earth.	Extension of Bangla Desh pavilion at Pragati Maidan	Contractor's Claim No. 07.00	4543	NIL	NIL	Claim for extra quantity & rate for carriage of earth.	X	Claim withdrawn	Reasons as to how the claim was preferred and subsequently withdrawn are not available.
Claim for extra height of RCC.	Extension of Bangla Desh pavilion at Pragati Maidan	Contractor's Claim No. 09.00	25000	NIL	5000	Height was more than 3.5 metres.	Claim denied. Height not denied.	Extra height not denied; though claim is denied	X

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Extra for centering shuttering for exposed surface to RCC.	Extension of Bangla Desh pavilion at Pragati Maidan	Contractor's Claim No. 10.00	31047	NIL	NIL	Extra claim for balance area also being with exposed finish.	X	No proof that unrendered area had exposed finish.	X
Less rate for extra item of steel work in built-up sections	Extension of Bangla Desh pavilion at Pragati Maidan	Contractor's Claim No. 11.00	18662	NIL	NIL	Claim for extra rate in built-up sections.	X	Claim is withdrawn	Further details are not available.
Claim for using smaller size aggregate	Extension of runway 05/23 & strengthening work at Mohanbari	Contractor's Claim No. 01.00	107990	NIL	26978	100% 40mm aggregate instead of 85-100% passing & 7.5% voids.	Contractor to maintain upper limit of 100%. Claim unjustified	100% 40mm used instead of 85-100%. Claim justified	X
Extra expenditure due to suspension of quarry.	Extension of runway 05/23 & strengthening work at Mohanbari	Contractor's Claim No. 08.00	105750	NIL	NIL	Extra expenses incurred due to suspension of quarry.	No liability on the Department.	Permit not returned. No evidence of extra cost.	X
Extra due to use of crushed sand instead of local sand	Extension, strengthening and resurfacing of runway at Agartala	Contractor's Claim No. 01.00	877980	NIL	200536	For using crusher screenings instead of sand in item 6a/6b	Extra payable only in agreement item 5.	Extra is payable in 6a/b also. Condition applicable here too.	It appears that this was paid in R.A bills!
Overpayment in running bill against crusher run screenings.	Extension, strengthening and resurfacing of runway at Agartala	Department's Claim No. 01.00	219903	NIL	NIL	Overpayment against crusher run screenings.	X	Considered along with claim No. 1	Arbitrator relies on original condition/R.A payments.
Damages done by other agency.	Goa Medical College, Goa.	Contractor's Claim No. 09.00	25000	NIL	NIL	For work damaged by other agencies e.g. Elect. contractor etc.	X	No evidence; hence claim rejected.	X

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Extra Items not paid /under paid in final bill.	Goa Medical College, Goa.	Contractor's Claim No. 10.00	25000	NIL	NIL	Claim for extra items underpaid/not paid	X	Claimant fails to establish that E.I/S.I was not paid correctly.	X
Unjustified rates of extra /substituted items.	Lab. at CLI Bombay SH: Superstructure.	Contractor's Claim No. 02.00	40000	NIL	207	Rates of extra & substituted item not correctly derived.	Correctly derived.	Error by Department Claimant entitled for Rs. 207 for Kota stone.	Claim partly withdrawn by the Claimant.
Claim for unjustifiably less rates paid for some items.	Lab. at CLI Bombay SH: Superstructure.	Contractor's Claim No. 07.00	10000	NIL	NIL	Some items are being paid at unjustifiably low rates.	X	Refer CPWD Specifications. Items up to level 1 are payable in foundations/plinth.	X
Items executed but not paid.	Lab. at CLI Bombay SH: Superstructure.	Contractor's Claim No. 09.00	50000	NIL	NIL	Payment demanded for items executed but not paid.	X	Claims not held tenable. No instructions for E.I. by Department.	Arbitrator refers to CPWD specifications also.
Extra payment for earth work.	New Aerodrome at Calicut.	Contractor's Claim No. 02.00	675958	NIL	230306	Excavation was entirely in ordinary rock.	Several observations show 71% was ordinary rock and 29% hard soil.	Rate was sanctioned under 12(iii) instead of 12(ii). This is not in order.	X
Payment for subgrade.	New Aerodrome at Calicut.	Contractor's Claim No. 03.00	141446	NIL	6337	Forming sub grade in ordinary rock.	Paid as required & done. Another agreement of filling in other areas.	Entitled for extra payment for work on ordinary rock.	X
Payment for excess work done.	New Aerodrome at Calicut.	Contractor's Claim No. 05.00	19420	NIL	NIL	Extra work done in surface cleaning is not paid for.	Department refers to CPWD specifications.	Nothing extra payable as per CPWD specifications.	X
Excess consumption of chipping.	New Aerodrome at Calicut.	Contractor's Claim No. 06.00	24977	NIL	NIL	Excess consumption of chippings not paid for.	Department did not ask for more thickness of bitumastic sheet.	Excess consumption not proved.	X

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Hire charges of plants.	New Aerodrome at Calicut.	Contractor's Claim No. 07.00	55209	NIL	NIL	Undue recovery for bitumen plant made by the Department.	Department arranged additional plant, due to delay by contractor, on hire.	For early completion of work Department arranged plant for Contractor.	X
Excess consumption of cement.	New Aerodrome at Karipur, Calicut.	Contractor's Claim No. 01.00	143020	NIL	35560	Filling cavities in stone pitching done with cement mortar.	Cavities should be filled with stone chips.	Pitching cannot be void proof with stone chippings only.	X
Anti-termite treatment.	Officers accommodation for BSF Jodhpur.	Contractor's Claim No. 02.00	30000	NIL	NIL	Foundation width increased, so there was more consumption of aldrine.	Payment made as per agreement.	Claim not substantiated; hence nil award.	X
For providing channels.	Officers accommodation for BSF Jodhpur.	Contractor's Claim No. 10.00	4000	NIL	NIL	X	X	No written submissions filed; hence not allowed.	X
For making holes in angles.	P/F fencing at Lodi Estate, Janpath, Talkatora, Tinmurty	Contractor's Claim No. 02.00	21988	NIL	3500	X	X	Rs. 3500 held justified.	Details not given
On account of making band (Claim No. 10).	P/F fencing at Lodi Estate, Janpath, Talkatora, Tinmurty	Contractor's Claim No. 10.00	525	NIL	400	X	X	Claim justified to the extent of Rs. 400 only.	Details not given in award
Two & a half percent rebate on extra items.	Permanent Terminal Building at Dabolim Airport, Goa.	Contractor's Claim No. 04.00	9585	NIL	NIL	X	X	Both parties agree about application of Cl.12; so untenable.	X
For supplying & fixing sockets of different sizes.	Providing generating sets for Govt. Qtrs., Calcutta.	Contractor's Claim No. 01.00	21136	NIL	NIL	X	X	Claim is not justified	Details are not available in the award.

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Interconnection of switches & bushes of different diameters.	Providing generating sets for Govt. Qtrs., Calcutta.	Contractor's Claim No. 02.00	5774	NIL	NIL	X	X	Claim not justified.	Details are not available in the award.
Supplying PVC insulator copper conductor for interconnection	Providing generating sets for Govt. Qtrs., Calcutta.	Contractor's Claim No. 03.00	3061	NIL	NIL	X	X	Claim not justified.	Details are not available in the award
Supplying cable & boxes of 16 SWG MS sheets.	Providing generating sets for Govt. Qtrs., Calcutta.	Contractor's Claim No. 04.00	1260	NIL	800	X	X	Claim justified to the extent of Rs. 800.	Details are not available in the award
S/F neck pieces of 14 SWG M.S. Sheets.	Providing generating sets for Govt. Qtrs., Calcutta.	Contractor's Claim No. 05.00	1835	NIL	1200	X	X	Amount justified to the extent of Rs. 1200.	Details are not given in the award
PVC insulated conductor cable of 1.1KV grade.	Providing generating sets for Govt. Qtrs., Calcutta.	Contractor's Claim No. 06.00	1855	NIL	550	X	X	Amount justified to the extent of Rs. 550.	Details are not available in the award
On account of redressing of cables in different blocks & pump rooms.	Providing generating sets for Govt. Qtrs., Calcutta.	Contractor's Claim No. 07.00	2500	NIL	1000	X	X	Claim justified up to the extent of Rs. 1000.	Details are not available in the award
On account of reorganisation of bus bars.	Providing generating sets for Govt. Qtrs., Calcutta.	Contractor's Claim No. 08.00	1000	NIL	500	X	X	Claim justified to the extent of Rs. 500.	Details are not available in the award
On account of providing bus bar chamber made of Aluminium alloy.	Providing generating sets for Govt. Qtrs., Calcutta.	Contractor's Claim No. 09.00	926	NIL	600	X	X	Claim justified to the extent of Rs. 600.	Details are not available in the award

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On account of P/F wall mounted metal board of welded construction.	Providing generating sets for Govt. Qtrs., Calcutta.	Contractor's Claim No. 10.00	312	NIL	312	X	X	amount justified to the extent of Rs. 312.	Details not available in the award
On account of P/F copper bar for connections in circuit breaker.	Providing generating sets for Govt. Qtrs., Calcutta.	Contractor's Claim No. 11.00	600	NIL	300	X	X	Claim justified to the extent of Rs. 300.	Petty amount. Details are not available in the award
On account of painting bus bars, switches etc.	Providing generating sets for Govt. Qtrs., Calcutta.	Contractor's Claim No. 12.00	8000	NIL	500	X	X	Claim justified to the extent of Rs. 500.	Petty amount.
Short paid in Extra Item No. 3.	Providing generating sets for Govt. Qtrs., Calcutta.	Contractor's Claim No. 13.00	53	NIL	53	X	X	Claim justified to the extent of Rs. 53.	Petty amount.
Extra for difference in Agreement item No. 11.	Providing steel railing around National Medical Library.	Contractor's Claim No. 02.00	40500	NIL	NIL	Difference for single section & railing grill.	Payment already made under E.I. 2, 3 & Agreement item 13.	Nothing is awarded.	X
Rates for certain extra items.	Providing temporary accommodation for NSG at Manesar.	Contractor's Claim No. 02.00	100000	NIL	1774	Claims on rates of extra items.	Department has correctly worked out rates under clause 12.	Claim partly held justified.	X
Short payment against various items.	Providing temporary accommodation for NSG at Manesar.	Contractor's Claim No. 03.00	65000	NIL	NIL	X	X	Analysis of rates is in order. Defects were pointed out timely.	Further details not available in award.

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Refund of withheld amount.	Providing temporary accommodation for NSG at Manesar.	Contractor's Claim No. 05.00	7000	2000	2000	X	Withheld for pending sanction of extra/sub. items.	Withholding not warranted for any amount.	Department can not withhold amounts for the formality of accord of sanction as per any term of the contract. In any case such sanctions need to be issued expeditiously.
Short payment.	Quarters for Income Tax, Jaipur. (Electrical work)	Contractor's Claim No. 02.00	9245	NIL	NIL	E.I & S.I. rates not worked out properly.	Rates worked out as per clause 12.	Rates are in order; hence no award.	X
Short payment made on account of wrong mode of payment.	Quarters for Income Tax, Jaipur. (Electrical work)	Contractor's Claim No. 03.00	1885	NIL	500	Fancy light board to be paid instead of ordinary round block.	Item executed but claim not justified.	Payment assessed for Rs. 500 based on analysis.	X
Payment for dismantling lime surkhi concrete.	Renovation - 74-75, Hqrs. West Command Signal Centre, Simla	Contractor's Claim No. 01.00	3727	NIL	400	Dismantling lime surkhi concrete claimed @ Rs 325 per cu. mtr.	No analysis in support was filed.	Award given on assessment by the arbitrator	X
Non payment for bricks (Rs 800) /sand (Rs 900) brought but used by Department.	Renovation - 74-75, Hqrs. West Command Signal Centre, Simla	Contractor's Claim No. 02.00	1700	NIL	350	Payment for bricks & sand consumed by Department is claimed	X	Award given on assessment by arbitrator.	X
Extra for use of 5.5mm thick plate glass.	Renovation - 74-75, Hqrs. West Command Signal Centre, Simla	Contractor's Claim No. 03.00	780	NIL	NIL	Claim for using 5.5mm thick glass.	X	Claim withdrawn during hearing	No details are available for the grounds on which the claim was made and subsequently withdrawn.

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Payment for providing & fixing glass shelf	Renovation - 74-75, Hqrs. West Command Signal Centre, Simla	Contractor's Claim No. 04.00	60	NIL	NIL	Claim for providing & fixing glass shelf as per item No. 18 of the schedule.	X	Claim not substantiated.	X
Extra for special finish to insulation hardboard in exchange.	Renovation - 74-75, Hqrs. West Command Signal Centre, Simla	Contractor's Claim No. 05.00	3000	NIL	300	Special finish was demanded	X	Award on the basis of arbitrator's assessment.	X
Extra Item due to mistake in calculations	Renovation - 74-75, Hqrs. West Command Signal Centre, Simla	Contractor's Claim No. 09.00	40	NIL	NIL	E.I claimed on account of mistake in calculation.	X	Claim withdrawn during hearing.	Appears to be a frivolous claim!
On account of wrong measurement & less payment in Substituted Item 1.	Renovation - 74-75, Hqrs. West Command Signal Centre, Simla	Contractor's Claim No. 10.00	128	NIL	NIL	Less payment made against Substituted Item No. 1.	X	Claim withdrawn during hearing	Details are not available for this withdrawn claim.
Payment due to difference in market & SAIL rate for RS Joist	Renovation of Rooms of L&M block M/O Defence Phase III.	Contractor's Claim No. 05.00	9080	NIL	2522	Stipulated material procured from market.	X	Claimant entitled to difference @ Rs 500/- per MT.	If the material was stipulated for issue, the obligation for the difference could have been accepted by the department even without arbitration!
On account of wrong derivation of Extra Item & Substituted Item rates.	Renovation of toilets in Shastri Bhawan - Gate 6 & 7	Contractor's Claim No. 01.00	1500	NIL	NIL	Wrong derivation of rates.	X	Claimant failed to substantiate; so nil award.	X

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On account of wrong derivation of Extra Item & Substituted Item rates	Renovation of toilets Shastri Bhawan - Gate 5	Contractor's Claim No. 01.00	3000	NIL	NIL	Wrong derivation of rates.	X	Claimant failed to substantiate; so nil award.	X
Claim for seal coat	S/R to Jodhpur Hostel, New Delhi, during 86-87 - Premix carpet	Contractor's Claim No. 01.00	10000	NIL	3000	Wrongful denial of payment for seal coat.	X	Justified and awarded.	X
Claim for patch repairs	S/R to Jodhpur Hostel, New Delhi, during 86-87 - Premix carpet	Contractor's Claim No. 02.00	4000	NIL	500	Wrongful denial for payment for patch repairs in pot holes.		Claim justified and awarded.	X
Claim for short payment in extra item of consolidation	S/R to Jodhpur Hostel, New Delhi, during 86-87 - Premix carpet	Contractor's Claim No. 06.00	93	NIL	NIL	Short payment in consolidation	X	Claim not justified	X
P/L new stone slabs 212.57sqm.	S/R to L&M Blocks - SH: Renovation of rooms, verandahs under Ph. IV	Contractor's Claim No. 03.00	6105	NIL	NIL	X	X	Claim not proved. Not asserted during execution.	Frivolous claim!
Casting of RCC karries.	S/R to L&M Blocks - SH: Renovation of rooms, verandahs under Ph. IV	Contractor's Claim No. 09.00	5348	NIL	NIL	X	X	No instructions & no proof of actual higher size at site.	X
Extra Item of scrapping old work.	S/R to L&M Blocks - SH: Renovation of rooms, verandahs under Ph. IV	Contractor's Claim No. 10.00	1109	NIL	NIL	X	X	Scrapping included in rates.	X
Material used in work not paid.	S/R to Nirman Bhawan during 81-82.	Contractor's Claim No. 03.00	57240	NIL	NIL	X	Entire quantity recorded, accepted by contractor and already paid	Measurement & final bill accepted by claimant.	X

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Extra labour cost for extra height.	S/R to Nirman Bhawan during 81-82.	Contractor's Claim No. 04.00	80000	NIL	NIL	Extra claimed for extra height of walls to be painted	Rates are for all heights.	Rates were for all heights.	X
Extra due to suspension of quarry by forest authorities	Strengthening of runway at Doom Dooma	Contractor's Claim No. 04.00	152210	NIL	NIL	Allotted quarry for boulders stopped. Extra expenses incurred.	No liability of respondent if quarry is stopped.	No evidence for extra expenses in purchase at other quarries.	X
Extra expenditure due to load restrictions at Doom Dooma	Strengthening of runway at Doom Dooma	Contractor's Claim No. 05.00	288442	NIL	NIL	Load restrictions on Doom Dooma bridge by State Govt.	No liability for any such extra expenditure	No evidence produced for extra expenditure.	X
Reimbursement of testing charges for job-mix-formula	Strengthening of runway at Doom Dooma	Contractor's Claim No. 06.00	3000	NIL	NIL	Reimbursement of testing charges.	No condition in the contract for such reimbursement.	Inadmissible for Job Mix formula.	X
Refund of rebate availed by respondent on extra items	Terminal Building, Dabolim Airport, Goa	Contractor's Claim No. 04.00	7585	NIL	NIL	Claim for rebate deducted on extra items.	Rates correctly derived under clause 12.	Rates correctly derived under clause 12. Claim not tenable.	X

Clause 12A of old CPWD Contract Forms PWD 7 & PWD 8

(Deviation Limit and claims consequent to deviation in quantities)

Total number of claims 8 (All the 8 claims were made by contractors)
 Success in financial terms 1.99% on the claims made by the contractors.

(Corresponding clause in 'General Conditions of Contract for Central P.W.D. Works - 1995' is **Clause 12.2**. This clause is substantially modified in the new form. The new form has simplified the procedure for applicability of the deviation limit. Earlier this provision was rather complicated and its application impracticable. The main change is that the deviation limit is now to be applied to individual items. With regard to substitutions, the provisions of the deviation limit are to be applied considering as if they replaced the original items in the agreement itself.)

This clause governs the procedure for revision of rates for deviated quantities when the quantities of the agreement items vary beyond the specified limits. There is a requirement of notices to be issued by the party wanting a revision in the rates. Time frame in which the various actions are to be taken is specified.

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Agreement rate for work beyond deviation limit.	2 Type V Qrs. for CRPF Rambag, Srinagar.	Contractor's Claim No. 01.00	3756	NIL	3450	Rates allowed less than agreement rates for quantity beyond deviation limit.	Claim denied. Analysis of claimant is not in order.	No intention shown to pay less during execution. Hence award.	As per this clause Department is to take timely action to intimate about proposed reduction. It seems proposed reduction under 12A was not indicated during execution.
Amount withheld for sanction of deviated items.	2 Type V Qrs. for CRPF Rambag, Srinagar.	Contractor's Claim No. 13.00	2000	NIL	NIL	X	X	Claim not justified; hence no award.	Details are not clear. Contract has no provision to restrict rates without due notice and/or consent of the contractor. Even for AHR & ALR items, rates can not be restricted without following the procedure of Deviation Limit clause regarding notice etc.
Claim under clause 12 A.	C/O Athletic stadium for Asian Games 1982, Lodi Road.	Contractor's Claim No. 19.00	217451	NIL	9263	Increase in quantities of items beyond the deviation limits.	X	Claim established partly and is awarded.	Department paid for some items. Arbitrator allows some more items.

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Under payment on the plea of deviation limit.	Extension of Bangla Desh pavilion at Pragati Maidan	Contractor's Claim No. 03.00	1941	NIL	1930	Unjustified under payment.	Undertaking given by respondent.	No proof of deviation limit. Undertaking given after completion not valid	Arbitrator holds that the undertaking is belated and without any consideration. For purposes of this clause, timely action is a must.
Revision of rate for deviated quantities.	Extension of runway 05/23 & strengthening work at Mohanbari	Contractor's Claim No. 03.00	475971	NIL	NIL	Revised rate claimed for quantities beyond deviation limit	No increase in the market rates	No evidence produced for increase in market rates	X
Increase in rate of agreement from Rs.165 to 190.	Officers accommodation for BSF Jodhpur.	Contractor's Claim No. 04.00	Not specified	NIL	NIL	Beyond deviation limit cl.12(A) rate payable.	Not claimed during execution.	Revision not claimed with proper analysis during stipulated period.	For purposes of this clause, timely action is a must.
On account of revision of rates for some quantities.	Renovation of toilets Shastri Bhawan - Gate 5	Contractor's Claim No. 02.00	9500	NIL	NIL	Claim for revision of rates.	X	Claimant failed to substantiate; so nil award.	X
Work done beyond deviation limit.	S/R to L&M Blocks - SH: Renovation of rooms, verandahs under Ph. IV	Contractor's Claim No. 06.00	23702	NIL	NIL	X	X	Conditions precedent to Clause 12(A) not complied. Hence rejected	For purposes of this clause, timely action is a must.

Clause 13 of old CPWD Contract Forms PWD 7 & PWD 8

(Claims arising out of reduction in the scope of work)

(Corresponding clauses in 'General Conditions of Contract for Central P.W.D. Works - 1995' are **Clause 13 & 14**. New form substantially modifies clause 13 and introduces new Clause 14 on more or less similar aspect.)

This clause governs the situations wherein the scope of the work is reduced.

One isolated claim in the sample taken in the study is listed under this clause.

The new form has substantially modified the provisions relating to the reduction in scope. Clause 14 is further added to deal with the situations arising on account of cancellation of contract by the department in full or in part. A concept of cancellation in part without invoking Clause 3 is now recognised under provisions of this clause in the new contract form.

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Claim for reduction in quantity of expanded metal.	Strengthening of taxi track and apron at Silchar	Contractor's Claim No. 03.00	94531	NIL	NIL	Quantity reduced by Respondents resulting in surplus with claimant.	Reduction due to change in specifications of some pavements.	Claimant has not suffered any loss due to surplus quantity.	Claimant should have given figures for loss suffered!
On account of heavy reduction in quantities.	Super structure balance work of Nizam Palace, Calcutta.	Contractor's Claim No. 03.00	100000	NIL	33700	Quantity of work reduced by Rs.13.48 lacs. Loss of profit	X	2.5% of 13.48 lacs awarded to cover establishment charges only.	X
<p>Clause 14 of old CPWD Contract Forms PWD 7 & PWD 8 (Claims arising out of deductions and recoveries for bad work)</p> <p>Total number of claims 48 (42 by contractors and 6 by department)</p> <p>Success in financial terms 13.85% for contractors (out of which 3.27% was accepted by the department as due to the contractor) and 6.9% for department.</p> <p>This clause deals with the situations when the work is found to be not in accordance with the agreed quality. The clause stipulates that the work may be inspected by various departmental authorities. While there was no provision for any of the decisions of the departmental officers being final, the new form stipulates that the decision of the Engineer-in-Charge to reject the work in totality, or to get it rectified at contractor's risk and cost, or to accept at the reduced rates is final and binding on the parties. Claims against reduction of rates have been listed under this clause in this compilation.</p>						<p>(Corresponding clause in 'General Conditions of Contract for Central P.W.D. Works - 1995' is Clause 16. The concept in the earlier form laid emphasis on rectification of the defects either by the contractor himself or by the department at his risk and cost. Now the concept of accepting the work at a reduced rate when the work is found to be so acceptable, is also now introduced in the clause. In the old form Clauses 15 & 16 dealt with related issues of issue of notices and of the requirement that the work is not to be covered up pending inspection etc.)</p>			
Refund of illegal recoveries.	122 Quarters for AG, Jaipur.	Contractor's Claim No. 02.00	810	NIL	NIL	Illegal recoveries made should be refunded.	Bill accepted without protest.	As bill was accepted without protest so nothing admissible.	The claimant should have protested at the time of taking final payment.

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Amount withheld for defects.	2 Nos. Type V Qrs. for I. Tax & Central Excise at Altoporvorim.	Contractor's Claim No. 05.00	700	NIL	700	Claim for refund of amount withheld for defects.	X	The work was complete 5½ years ago. Recovery at this stage not just.	Naturally, there has to be a reasonable limit on when the defects can be pointed out and recovery made therefor.
For deduction item statement No. 1.	2 Type V Qrs. for CRPF Rambag, Srinagar.	Contractor's Claim No. 06.00	12910	NIL	7500	Reduction unreasonable. Sample was of shutters & not frames.	X	Inter mixing of wood always there; hence award restricted to 7500.	X
Payment of final bill.	24 Type I and 16 Type II Qrs. for BSF Singpura (J&K).	Contractor's Claim No. 04.00	34050	3642	7110	Withheld & double rate recovery amount to be paid.	Deduction item statement sanctioned. This amount is adjusted & balance released.	Double recovery not justified as there was no loss to the Department..	X
Various deductions made for short comings.	24 Type II & 16 Type III Qrs. for IBM at Margoa, Goa.	Contractor's Claim No. 02.00	11937	NIL	NIL	Refund of cost due to rates of certain items.	X	Claim rejected. Reasonable compensation to Respondent is admissible.	X
Unjustified recovery of anti-termite treatment.	56 Qtrs. for I. Tax & Central Excise, Hubli	Contractor's Claim No. 04.00	1350	1350	1350	Claim for refund of recovery.	Claim admitted.	Claim admitted by Respondent; hence awarded.	If timely decision is taken in such cases, unnecessary references to arbitration can be avoided.

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Wrongful recovery of water proofing item.	56 Qtrs. for I. Tax & Central Excise, Hubli	Contractor's Claim No. 05.00	6594	6594	6594	Claim for refund of recovery.	Claim admitted.	Claim succeeds for Rs. 6594.	If timely decision is taken in such cases, unnecessary references to arbitration can be avoided.
Amount withheld for rectification of defects.	56 Qtrs. for I. Tax & Central Excise, Hubli	Contractor's Claim No. 10.00	5000	5000	5000	Claim for payment of amount withheld for rectification.	Admitted.	Claim admitted by Respondents; hence awarded.	If timely decision is taken in such cases, unnecessary references to arbitration can be avoided.
Unjustified reduction in rates.	56 Qtrs. for I. Tax & Central Excise, Hubli	Contractor's Claim No. 16.00	2302	NIL	NIL	Reduction in rates is not justified.	X	Work not as per specifications. Cost adjustment is in order.	X
Recovery for less quantity of sash putty used.	56 Qtrs. for I. Tax & Central Excise, Hubli	Department's Claim No. 01.00	400	NIL	400	X	For less quantity of putty used.	Claim awarded in favour of the Department.	X

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Refund of recovery for cement used in rectification work.	Additional 2 floors on rear Unit of Pathology Block, MAMC.	Contractor's Claim No. 03.00	1108	NIL	1108	Cement was used for repair of defective work.	Cost of cement used for rectification of defects as per Manual.	Manual not part of agreement. Recovery not in accordance with agreement.	Not clear whether this pertains to double rate recovery under clause 42. Basically the contractor is to give a defect free work. Cost of cement used for rectification work should normally be to contractor's account unless cement was to be supplied free!
Refund of recovery for site clearance.	Additional 2 floors on rear Unit of Pathology Block, MAMC.	Contractor's Claim No. 06.00	1855	NIL	NIL	Wrongful recovery for clearance of site after completion.	Site was not cleared by Claimant despite notices.	Cost of labour engaged is reasonable; hence nil award.	X
For refund of amount withheld for minor defects.	Additional 2 floors on rear Unit of Pathology Block, MAMC.	Contractor's Claim No. 07.00	5000	NIL	NIL	Claim withdrawn.	X	Claim is withdrawn	Reasons for withdrawal of the claim are not clear. The Department might have released the withheld amounts in the meantime!
For refund of amount withheld for reduced rate items.	Additional 2 floors on rear Unit of Pathology Block, MAMC.	Contractor's Claim No. 14.00	10000	7003	7003	Wrongful recovery against proposed sanction of reduced rates.	Contractor's consent available for 2997/- Rs 7003 refundable.	Respondent agreed to pay Rs. 7003; hence award.	X
Short payment against Agreement items.	Additional 2 floors on rear Unit of Pathology Block, MAMC.	Contractor's Claim No. 15.00	23120	NIL	NIL	Wrongful short payment against agreement items.	Some work not as per specifications. Claimant agreed to the reduction.	Some items not as per specifications; so cost adjustment is okay.	X

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
For refund of recovery for non smooth finish.	Additional 2 floors on rear Unit of Pathology Block, MAMC.	Contractor's Claim No. 16.00	4200	NIL	NIL	Wrongful recovery for alleged non-smooth finishing.	No such recovery has been made.	As no recovery has been made, nothing is awarded.	Frivolous claim!
Arbitrary deduction against agreement item 3.10	C/O A.C. Plant Room for Instt. of Pathology.	Contractor's Claim No. 03.00	271	NIL	NIL	Claim for restoration of arbitrary reduction.	X	Claim not justified.	Details not given.
Refund of recovery made due to CTE's observations.	C/O Athletic stadium for Asian Games 1982, Lodi Road.	Contractor's Claim No. 03.00	75000	NIL	NIL	Not justified. May be refunded	Defects in glue of flush shutters and hollow sound in floors.	Recovery genuine and justified.	X
Claim due to reduction in rates	C/O Athletic stadium for Asian Games 1982, Lodi Road.	Contractor's Claim No. 24.00	40000	NIL	NIL	Unjustified reduction in rates.	Work not as per specifications	Clear shortcomings; claim untenable.	X
Recovery on account of reduction in rates in items.	C/O BS Fencing on Punjab Border in Derababa Nanak.	Contractor's Claim No. 07.00	242401	NIL	NIL	In view of certificate in Running Bills reduction is unjustified.	For deficiencies reductions approved by SE.	Reductions for Rs.27096 were found only justified.	Reductions are said to be due to poor quality of work. Arbitrator has given his own assessment for the extent of reduction justified.

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Due to reduction of various substandard items of work.	C/O BS Fencing on Punjab Border in Derababa Nanak.	Department's Claim No. 01.00	247283	NIL	27096	No notice under Cl.8, no technical audit as Cl.11(ii).	Claim for reductions for Rs. 247283 for substandard work.	Notice belated. No consent. All defects not in completion certificate.	Arbitrator seems to have disallowed reduction for defects not pointed out in the completion certificate. Such defects may have been pointed out later and arbitrator would have felt that the exercise of pointing out defects can not be endless! But then defects can be pointed out in defect liability period!
Rectification of defects	C/o Museum at Janpath, New Delhi - Water proofing	Department's Claim No. 01.00	77670	NIL	NIL	Roof used before setting. Notice replied. No notice under Clause 14.	To attend leakages, notice served for risk & cost.	No notice under clause 14. Rectification method is different.	For such recoveries proper notices have to be issued before taking up rectification work. Moreover, a superior or even a different kind of treatment can not be applied if the work is to be done on original contractor's cost!

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Balance amount for coarse rubble masonry.	C/O Residential Accommodation in GP at Gachibowli.	Contractor's Claim No. 01.00	56904	NIL	37860	Defects pointed out were exaggerated.	Work done not as per specifications. Paid at reduced rate.	Inspected by Arbitrator. Work substantially corresponds to Specifications.	Inspection by Arbitrator is rather unusual. Can he substitute the assessment made by the competent authority with his own impressions ? If this practice is followed frequently, defects pointed out by very senior officers & CTE etc. may also lose weight!
Unjustified deductions.	C/O School of Social Science at JNU, New Delhi.	Contractor's Claim No. 05.00	50000	NIL	NIL	X	X	Respondents have proved defects. The claim is untenable.	X
For rectification of defective work.	C/O Service Rd. & Footpath along Road No. 5C Masjid Moth	Department's Claim No. 03.00	1500	NIL	NIL	X	Recovery for defective work.	Claim is belated; hence nil award.	X
Alleged removal of mulba.	D/O land for Shakti Sthal.	Contractor's Claim No. 04.00	2381	NIL	NIL	For alleged removal of mulba.	Mulba removed by Department & recovered.	Recovery in order.	X

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
For refund of amounts withheld pending CTE observations.	Demolition of Super structure & approaches to bridge	Contractor's Claim No. 02.20	1000	NIL	1000	Claim for recovery made on the plea of CTE's observations.	Amount withheld for CTE's observations.	Recovery after rescission of work is unwarranted.	Not clear. If the defects were in the work done before rescission and if the credit for the same was given to the contractor, recovery for such defects should also be normally admissible!
For refund of withheld amount on account of defects.	Demolition of Super structure & approaches to bridge	Contractor's Claim No. 02.50	27	NIL	NIL	Claim for Refund of amount withheld on the plea of defects.	Amount actually spent for protecting fresh concrete.	Recovery in order. Department spent in protecting concrete.	X
Refund of wrong full deduction against Agreement item No. 17.	Demolition of Super structure & approaches to bridge	Contractor's Claim No. 36.00	1771	NIL	NIL	Deduction against Agreement Item No. 17 not justified.	Work not executed in workman like manner.	Execution not workman- like. Cost adjustment is in order.	X
For refund of wrongful deduction against item No. 24.	Demolition of Super structure & approaches to bridge	Contractor's Claim No. 37.00	604	NIL	NIL	Refund of deduction made against Agreement item No. 24.	Work not executed as per CPWD specifications.	Work not as per Specifications. Cost adjustment is in order.	X
Refund of wrongful deduction on account of low compressive strength.	Demolition of Super structure & approaches to bridge	Contractor's Claim No. 38.00	1528	NIL	NIL	Refund of deductions on plea of low strength of RCC.	Work not as per CPWD specifications.	Work not as per specifications. Cost adjustment is in order.	X

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Refund due to wrong recovery in final bill for Departmental labour.	East/West/Central Block Med. College, Goa Ph II	Contractor's Claim No. 08.00	1776	NIL	NIL	Wrongful recovery for engaging Departmental labour.	Labour actually engaged for cleaning etc.	Expenditure actually incurred. Claim for refund not tenable.	X
Wrongful withholding on account of alleged sub standard work.	Extension of Bangla Desh pavilion at Pragati Maidan	Contractor's Claim No. 01.20	1932	NIL	1505	Wrongful deduction for alleged sub-standard work.	Recovery made for sub-standard work.	No notice under clause 14. No proof of rectification. No consent taken.	Arbitrator also observes that no rectification was done by Department. It appears that the department was not able to present full facts about the defects in the work.
RCC & centering and shuttering of parapet walls.	Extension of Bangla Desh pavilion at Pragati Maidan	Contractor's Claim No. 12.00	3614	NIL	3612	Claim for reduction in RCC/centering/shuttering in parapet.	Cubes failed. Centering/shuttering already paid.	No reduced rate statement made. No evidence that cubes failed.	It is rather strange that the department did not produce proof of payment as promised in hearing and also was not able to show that the cubes had failed!
Recovery on account of labour engaged by Department.	Goa Medical College, Goa.	Contractor's Claim No. 04.00	77	NIL	NIL	Recovery on alleged labour engaged not just.	Labour actually engaged by the Department.	Labour actually engaged by Department; hence nil award.	X
Deduction made from final bill for defective work	Improvement & shifting of AVM statue at V.Bh. - SH: M/Flooring	Contractor's Claim No. 01.00	15066	NIL	NIL	Defects caused by other agency.	X	Recovery upheld. Nothing awarded.	X

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Probable amount for removing defect of seepage.	National Museum Building - underground sump	Department's Claim No. 04.00	77760	NIL	NIL	Refer Claims 12 to 15. Recovery not acceptable.	Claim for expenditure done for removing the defect of seepage.	Documents filed do not substantiate the claim.	X
Refund for deduction of bad work.	New Aerodrome at Kariapur, Calicut.	Contractor's Claim No. 02.00	36976	NIL	18488	Refund for reduction for alleged undulation in surface.	Short comings repeatedly pointed out during execution.	Respondent is entitled to make reduction but analysis for reduction is high.	Arbitrator accepts the reduction in principle but questions the mode for assessing the quantum. The arbitrator, however, does not elaborate on the reasons for his conclusions.
Refund of deductions made.	Officers accommodation for BSF Jodhpur.	Contractor's Claim No. 08.00	12191	NIL	NIL	X	X	Deductions & Clause 42 recovery in order & all due payment has been made.	Arbitrator seems to accept clause 42 recovery in this case. In many cases the arbitrators do not accept this recovery as just.
Due to reduction of rate.	P/F fencing at Lodi Estate, Janpath, Talkatora, Tinmurty	Department's Claim No. 01.00	435	NIL	435	X	X	Reduction item statement already sanctioned upheld.	X
Withheld due to less thickness of glass.	Permanent Terminal Building at Dabolim Airport, Goa.	Contractor's Claim No. 08.00	18820	NIL	NIL	Recovery on account of lesser thickness of glass.	Claimant used tinted glass 5mm instead of 5.5mm.	Analysis of rate is in order; hence claim disallowed.	X
Amount wrongly recovered.	Quarters for Income Tax, Jaipur. (Electrical work)	Contractor's Claim No. 04.00	1727	NIL	NIL	X	Claim is not substantiated.	No proof; hence no award.	X

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Refund of amount withheld for rectification of defects	Renovation of toilets Shastri Bhawan - Gate 5	Contractor's Claim No. 06.00	2000	NIL	NIL	Claim for amount withheld for rectification of defects.	X	Claim not justified	X
Claim for reduction in thickness of premix.	S/R to Jodhpur Hostel, New Delhi, during 86-87 - Premix carpet	Contractor's Claim No. 04.00	5000	NIL	1000	Thickness is as per agreement. Unjustified deduction by Respondent.	X	Claim justified to the extent of Rs 1000/- and awarded	The Department's contention not discussed in the award!
Wrongful recovery for 52 drums.	S/R to Nirman Bhawan during 81-82.	Contractor's Claim No. 01.00	8880	NIL	NIL	For supplies in bags difference unduly recovered.	Explicit condition for supply in drums only.	Adjustment in cost is in order.	X
Withheld amount with 12% interest for minor pending items.	Site preparation for installation of NIC computer, Pune	Contractor's Claim No. 02.00	Not specified	NIL	NIL	Claimed 10000/- but did not include in statement of facts	Department has already paid the amount	Not included in statement of facts but paid by Department	Amount paid before award. (Taken as nil under column for claimed amount).
Release of withheld amount.	Strengthening of taxi track and apron at Silchar	Contractor's Claim No. 02.00	1000	NIL	NIL	Refund claimed for amount withheld due to cracks in CC slab.	Reduction done for CC slab where the cracks have developed.	Cost adjustment for cracked slabs is in order.	X
Amount withheld for lesser thickness of tinted glass.	Terminal Building, Dabolim Airport, Goa	Contractor's Claim No. 08.00	18820	NIL	NIL	Claim for refund of cost adjustment.	5 mm provided instead of 5.5 mm	Entitled to cost adjustment. Claim not tenable	X

Clause 17 of old CPWD Contract Forms PWD 7 & PWD 8		(Corresponding clause in 'General Conditions of Contract for Central P.W.D. Works - 1995' is also Clause 17)
(Claims relating to the liabilities in maintenance & Guarantee periods and claims for refund of amounts withheld on that account.)		
Total number of claims	11	(8 by contractors and 3 by department)
Success in financial terms	91.99% for contractors (out of which 13.33% was accepted by the department as due) and 1.16% for department.	

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
<p>This clause lays down the responsibility of the contractor for rectification of works or infrastructure that may get damaged during execution of work. The responsibility extends not only to the work being executed but also to other works which may get damaged due to the actions of the contractor or his agents.</p> <p>The clause also covers the responsibility for rectification of defects that come to notice during the defect liability period.</p> <p>Claims for refund of security deposit in cases where the security deposit is not refunded as a guarantee for doing the rectification work in respect of defects pointed out during execution and defects noticed during the defect liability period are also listed under this clause in this compilation. (In this regard, provisions of clause 29A, in the new as well as old forms are also relevant. That clause gives a lien to the department to adjust security deposit against the dues from the contractor.)</p>									
Difference of cost of damaged work.	20 Nos. Type III Qrs. for Central Excise at Durgapur (W.B.)	Department's Claim No. 04.00	401367	NIL	NIL	X	X	Department is not entitled to recover extra cost; no award.	X
Damage to boundary wall.	20 Nos. Type III Qrs. for Central Excise at Durgapur (W.B.)	Department's Claim No. 07.00	4813	NIL	4813	X	X	Counter claim considered correct; hence awarded in favour of the Department.	X
Refund of security deposit.	C/o Museum at Janpath, New Delhi - Water proofing	Contractor's Claim No. 03.00	15301	NIL	15301	Guarantee bond given. Security deposit be refunded.	Security Deposit withheld as guarantee bond has expired.	Claims being adjudicated. Guarantee bond given.	X
For security of water proofing up to the guarantee period.	C/o Museum at Janpath, New Delhi - Water proofing	Department's Claim No. 03.00	7651	NIL	NIL	Fresh guarantee bond submitted.	Security Deposit required for the guarantee period of water proofing work.	Fresh guarantee bond given; hence no award.	X
Prolongation of bank guarantee.	C/O Residential Accommodation in GP at Gachibowli.	Contractor's Claim No. 09.00	8600	NIL	NIL	Bank guarantee not released after maintenance period is over.	Labour Clearance certificate not submitted.	Labour Clearance Certificate not submitted.	X

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Refund of security deposit.	D/O Cooch Behar Aerodrome in N.E. Region.	Contractor's Claim No. 11.00	100000	NIL	100000	Claimant claimed refund of security deposit.	X	Awarded as maintenance period is already over.	Department's contention is not discussed. Normally, if the prescribed maintenance period was over, security deposit should have even otherwise been released!
Refund of security money against integral water proofing.	24 Type I and 16 Type II Qrs. for BSF Singpura (J&K).	Contractor's Claim No. 05.00	10000	NIL	NIL	Refund of security for water proofing treatment	X	Claim withdrawn during hearing	Reasons for withdrawal of claim are not clear. The Contractor may have accepted the liability!
Refund of E.M. & 24% interest on it.	D/O Training areas in BSF Camps, Jalalabad.	Contractor's Claim No. 04.00	3766	NIL	3766	Refund claimed for E.M. & Security Deposit deducted.	X	No action taken under clauses 2, 3 & 14. Hence refund is due.	Not clear why this was disputed by the Department.
Refund of security deposit.	Demolition of Super structure & approaches to bridge	Contractor's Claim No. 01.00	39949	36560	36560	Security deducted be refunded.	Rs. 36560/- has been retained to adjust Departmental claims.	Counter Claims adjudicated separately. Security be refunded.	X
Release of bank guarantee.	East/West/Central Block Med. College, Goa Ph II	Contractor's Claim No. 15.00	30000	NIL	30000	Bank guarantee of Rs 30000 to be released.	X	Award given to Department in Counter claim 1 of 18138/-; Bank Guarantee be released.	X

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Refund of security deposit.	National Museum Building - underground sump	Contractor's Claim No. 05.00	66746	NIL	66746	Claim is for withholding of security deposit.	X	All the claims being adjudicated; security may be refunded	X

<p>Clause 19 of old CPWD Contract Forms PWD 7 & PWD 8 (Claims relating to labour welfare and labour returns etc.)</p>						<p>(Corresponding clause in 'General Conditions of Contract for Central P.W.D. Works - 1995' is also Clause 19)</p>			
<p>Total number of claims 12 (7 by contractors and 5 by department)</p>									
<p>Success in financial terms 42.19% for contractors (out of which 23.45% was accepted by the department as due) and 53.05% for department.</p>									
<p>This clause along with clauses 19A to 19J deals with labour welfare measures.</p>									
<p>The clause makes the following decisions of the departmental officers final and binding on the parties.</p>									
<p>Recovery to be made for non-submission or incorrect submission of the prescribed periodical labour returns.</p>									
<p>Recovery to be made for breach of labour regulations, or in furnishing the required statements/information, or for furnishing incorrect information.</p>									
<p>Levy of compensation due to delay in acceptance of a completed building, such delay being attributed to unauthorised occupation of the building during construction.</p>									

Non submission of labour report.	12 Type I, 16 Type II Qrs. for Central Excise at Durgapur (W.B.)	Department's Claim No. 06.00	1100	NIL	NIL	X	Claim for non submission of labour reports.	No notice for default. No labour complaint.	Submission of return is not related to labour complaint! This is a contractual requirement and recovery to be made is also a contractual stipulation!
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Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Amount withheld for labour return & in final bill.	20 Nos. Type III Qrs. for Central Excise at Durgapur (W.B.)	Contractor's Claim No. 08.00	500	NIL	500	Claim for refund of amount for labour return & final bill.	X	Award for Rs. 41289 in favour of the claimant.	Award seems to be mainly for final bill. Rs 500 for labour return. No other detail given. Accordingly an amount of Rs 500/- is taken here. The award is otherwise listed under clause 7.
Recovery for non submission of fortnightly labour reports.	24 Type II & 16 Type III Qrs. for IBM at Margoa, Goa.	Contractor's Claim No. 03.10	725	NIL	725	Labour reports were submitted later. Amount should be refunded.	Recovery made as per provisions of clause 19.	No notice. No loss. No labour complaint. Amount be refunded	Submission of return is not related to labour complaint! This is a contractual requirement and recovery to be made is also a contractual stipulation!
Amount withheld for labour reports.	4 Type I, 12 Type III Qrs. for Central Excise at Durgapur (WB)	Contractor's Claim No. 06.00	500	NIL	NIL	Claimant claims for amount withheld for labour reports.	X	Correctly recovered. Claim not held tenable.	The recovery upheld in this case but not many other similar cases!
For non submission of labour report.	4 Type I, 12 Type III Qrs. for Central Excise at Durgapur (WB)	Department's Claim No. 07.00	550	NIL	NIL	X	Penalty for non submission of fortnightly labour reports.	No notice was served to contractor; hence nil award.	Submission of return is not related to labour complaint! This is a contractual requirement and recovery to be made is also a contractual stipulation!

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
For refund of recovery for non receipt of labour report.	Additional 2 floors on rear Unit of Pathology Block, MAMC.	Contractor's Claim No. 17.00	550	NIL	NIL	Recovery for alleged non submission of labour returns unjust	Reports were not submitted despite notices.	Recovery is in order; hence nil award.	X
On account of labour complaints.	C/O Administration & Communication Block for BSF at Panjipura (WB)	Department's Claim No. 04.00	4632	NIL	4632	X	For payment to be made to labourers who have made complaints.	Awarded in favour of the Department for reimbursement to labour.	X
For non submission of labour report.	C/O Service Rd. & Footpath along Road No. 5C Masjid Moth	Department's Claim No. 05.00	550	NIL	NIL	X	Penalty as per provisions of clause 19.	No notice, no labour complaint; hence nil award.	Submission of return is not related to labour complaint! This is a contractual requirement and recovery to be made is also a contractual stipulation!
Amount withheld for labour record.	Demolition of Super structure & approaches to bridge	Contractor's Claim No. 02.10	300	NIL	300	Refund of penalty imposed Under clause 19D.	Penalty for non submission of fortnightly labour reports.	No notice. Intention to levy penalty conveyed after closure.	X
For refund of recovery on account of labour dues.	Demolition of Super structure & approaches to bridge	Contractor's Claim No. 02.30	5115	1909	1909	Claim for amount withheld on the plea of labour dues.	Rs. 3206 labour dues paid by Department, 1909 claimed for Counter Claim.	Rs.3206 is recoverable as decided. Award for Rs.1909/-.	It appears that Rs 1909 is accepted as payable and is accordingly awarded.
For refund of withheld amount for labour returns.	Demolition of Super structure & approaches to bridge	Contractor's Claim No. 02.40	450	NIL	NIL	Claim for recovery made on the plea of labour reports.	Recovery as per clause 19G.	Proper notice served. Labour Reports not filed. Recovery just.	X

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Recovery for non submission of fortnightly labour reports.	Renovation of Rooms of L&M block M/O Defence Phase III.	Department's Claim No. 05.00	1900	NIL	NIL	X	X	Respondents not allowed to recover for non submission.	No reasons given. Submission of labour returns is a contractual obligation!

Clause 29A of old CPWD Contract Forms PWD 7 & PWD 8

(Corresponding clause in `General Conditions of Contract for Central P.W.D. Works - 1995' is also **Clause 29A**)

(Claims relating to adjustment of dues pertaining to other contracts)

This clause tends to give a lien to the government to adjust any money payable to the contractor on the same work or on another work, or the security deposit against the dues recoverable from the contractor.

The claim listed hereunder is for risk and cost work done. The department referred to clause 28A suggesting thereby that the risk and cost work may have been done on another work. In any case this solitary claim could have been listed under clause 3 also.

Work done at risk and cost.	56 Qtrs. for I. Tax & Central Excise, Hubli	Contractor's Claim No. 11.00	6223	NIL	NIL	Wrongful recovery for work done at risk & cost.	Under clause 29A.	Claim untenable.	Appears that recovery is made for credit to some other work! Why this is considered to be not tenable is not quite clear.
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Clause 31 of old CPWD Contract Forms PWD 7 & PWD 8

(Corresponding clause in `General Conditions of Contract for Central P.W.D. Works - 1995' is also **Clause 31**. Only Clause 31-i of old form is now clause 31A in the new form)

(Claims relating to charges for water for used in construction)

Total number of claims 5 (All the 5 claims were made by the contractors)

Success in financial terms Nil.

This clause along with clause number 31-i in the old form and 31A in the new form lays down the conditions for supply and use of water for construction.

Amount spent for making arrangement for water.	2 Nos. Type V Qrs. for I. Tax & Central Excise at Altoporvorim.	Contractor's Claim No. 08.00	33000	NIL	NIL	Claim for making arrangement for water.	This was contractor's liability.	Claim held inadmissible in view of agreement Clause 31.	X
For making arrangement of water.	C/O School of Social Science at JNU, New Delhi.	Contractor's Claim No. 09.00	50000	NIL	NIL	X	Department obliged to provide only tapping point.	Respondent discharged their duty. Claim does not subsist.	X

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Water charges.	D/O land for Shakti Sthal.	Contractor's Claim No. 06.00	741	NIL	NIL	Claimed for water charges.	Recovery of water charges in 1S R/A bill in order.	Recovery of water charges by Department upheld.	X
For refund of amount withheld for water charges.	Demolition of Super structure & approaches to bridge	Contractor's Claim No. 03.00	817	NIL	NIL	Refund of amount recovered on the plea of water charges.	Water supply was provided by department during June, 1977.	Recovery is justified for using departmental water partly.	X
Refund of water charges.	S/R to Nirman Bhawan during 81-82.	Contractor's Claim No. 02.00	990	NIL	NIL	X	X	Recovery of water charges in order.	X

<p>Clause 34 of old CPWD Contract Forms PWD 7 & PWD 8 (Claims relating to supply of departmental machinery and recovery therefor)</p> <p>Total number of claims 4 (All the 4 claims were made by contractors)</p> <p>Success in financial terms 65.43% for contractors.</p> <p>This clause governs the issue of departmental plant and machinery to the contractor.</p> <p>The clause makes the following decisions of the departmental officers final and binding on the parties.</p> <p>Liability on the contractor for damage to, or delay in returning of, the departmental plant and machinery issued to the contractor.</p> <p>Decision on the dispute for extent of hire charges, and the number of days for which the hire charges are payable, by the contractor under clause 34 (iv) for the plant and machinery issued to him.</p> <p>Decision on the dispute on correctness of the entries made in the log book with regard to the departmental machinery issued to the contractor.</p> <p>Decision on the extent of the liability on the contractor for damage to or loss of parts in the departmental machinery issued to the contractor and for his failure to return the same in time.</p>	<p>(Corresponding clause in 'General Conditions of Contract for Central P.W.D. Works - 1995' is also Clause 34. A few changes have been made in the clause relating to issue of concrete mixers and the procedure for return of equipment if not required after it has been issued.)</p>
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Unjustified recovery of Idle Road Roller.	345 Type II and 240 Type I Qrs. - SH: Premix carpeting	Contractor's Claim No. 02.00	1125	NIL	NIL	Claim for unjustified recovery of idle road roller.	X	Claim not found justified.	X
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Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Extra expenses for supply of lower capacity of Hotmix Plant.	D/O Cooch Behar Aerodrome in N.E. Region.	Contractor's Claim No. 04.00	57400	NIL	39200	Extra 20 days were spent due to low capacity Hotmix Plant.	Plant was idle on some days due to inadequate resources of contractor.	8 days are not attributable to claimant. An amount of Rs. 11200+20000 awarded.	It is not clearly spelt out whether the plant was found to be idle due to any major break down or due to Respondent's fault. Still refund is allowed despite clear stipulations in clause 34!
For refund of recovery for bitumen mixer.	Demolition of Super structure & approaches to bridge	Contractor's Claim No. 04.00	184	NIL	NIL	Refund of recovery on the plea of supplying bitumen mixer.	Bitumen mixer not stipulated but supplied by Department	Mixer supplied by Department. Recovery in order. Nil award.	Rather a strange claim. If machinery was supplied by the department, necessary recovery has to be made!
For recovery against hiring of road roller.	Demolition of Super structure & approaches to bridge	Contractor's Claim No. 11.00	1200	NIL	NIL	Refund of recovery on the plea of hire charges of road roller.	Recovery affected for supply of road roller.	Recovery is in order; hence nil award.	X

Clause 36 of old CPWD Contract Forms PWD 7 & PWD 8

(Claims relating to employment of technical staff by the contractor)

Total number of claims	4 (3 by contractors and 1 by department)
Success in financial terms	In 2 out of 3 cases the contractors had 100% success but in one case involving substantial amount, the claim was not accepted which brings down the percentage success to 12% for contractors. The department did not succeed in the solitary case occurring in the awards that were analysed. and 20.21% for department.

(Corresponding clause in 'General Conditions of Contract for Central P.W.D. Works - 1995' is also **Clause 36**. Clause in the new form is substantially modified. The old provisions for separate categories under building & roads and water supply & sanitary installations have been done away with. However, in substance the provision in both cases lays emphasis on employment of qualified technical personnel by the contractor.)

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
<p>This clause specifies the requirement of employing the suitable technical staff by the contractor. The qualifications of the staff to be employed depends on the size and the category of work.</p> <p>The clause makes the following decision of the departmental officers final and binding on the parties.</p> <p>Decision on the issue whether no technical representative is employed by the contractor in terms of clause 36 and the quantum of recovery to be made therefor..</p> <p>New form further makes the following decision also as final and binding on the parties.</p> <p>Decision recorded in the site order book and the measurements recorded in the Measurement books, if it is already held that no technical representative is employed by the contractor, in terms of clause 36.</p>									
For refund of amount withheld under Clause 36.	Additional 2 floors on rear Unit of Pathology Block, MAMC.	Contractor's Claim No. 08.00	2000	NIL	2000	Site engineer Alok Tiwari posted up to 31.1.87. Another later.	X	Since Engineer was employed by Claimant; hence award.	It is not clear as to why the recovery was made when Engineer was employed.
For not employing engineer.	D/O land for Shakti Sthal.	Contractor's Claim No. 05.00	1000	NIL	1000	Engineer employed.	Engineer not employed.	Recovery held untenable on the basis of facts & circumstances.	Clause 36 stipulates that the Engineer-in-Charge's decision on the period during which technical staff was not employed and on the extent of recovery on this account is final!
Refund of amount withheld on the plea of Clause 36.	Demolition of Super structure & approaches to bridge	Contractor's Claim No. 02.00	22000	NIL	NIL	Engineer was appointed; hence amount is not deductible.	Engineer was never available at site despite notices.	Contention of Respondent is correct; hence amount is not refundable.	X

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Claim for non engagement of technical staff for 10 months	Renovation of Rooms of L&M block M/O Defence Phase III.	Department's Claim No. 04.00	19000	NIL	NIL	Contractor repeatedly asserted technical staff is engaged	X	Recovery not affected in running bills.	There is no such stipulation in Clause 36 that the recovery must necessarily be made from running bills. On the contrary as per the clause 36, EE's decision is final!

Clause 38 of old CPWD Contract Forms PWD 7 & PWD 8
 (Claims relating to Sales Tax and other statutory taxes)

(Corresponding clauses in 'General Conditions of Contract for Central P.W.D. Works - 1995' are **Clauses 37 & 38**)

Total number of claims 5 (All the 5 claims were made by the contractors)

Success in financial terms 25.89% for contractors.

This clause lays down the liabilities of the parties for payment of sales tax and other taxes.

The form of 1995, vide clause 38, has specifically clarified the obligations regarding Turn Over tax now being levied by States under 46th (Amendment) Act, 1982. If this tax is introduced after the last date of receipt of tender, the liability falls on the Department.

The clause in the new form makes the following decisions of the departmental officers final and binding on the parties.

Decision on whether the delay in execution of work is due to reasons within the control of the contractor, in relation to the contractor's entitlement for claims for reimbursement of taxes paid on account of introduction of new taxes under the Constitution (46th Amendment) Act, 1982.

Claim for increase in excise duty.	C/O Athletic stadium for Asian Games 1982, Lodi Road.	Contractor's Claim No. 06.00	72227	NIL	NIL	Increase in excise duty is reimbursable	Contractor's delay. Some material purchased before budget.	No proof by claimant that increased excise was actually paid.	X
Claim for withholding amount for sales tax	C/O Compound wall & Gate at CHZ Agra	Contractor's Claim No. 03.00	3408	NIL	3408	No provision in agreement. No notice for clarification by Respondents.	Sales Tax levied from 1.5.87. Tender was called on 8.1.88. All taxes are to be to the Contractor's Account.	Recovery not covered by agreement terms. No notification filed by Respondent.	Notification not produced ? (Refer List under clause 10 also)

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Reimbursement of Sales Tax.	C/O Residential Accommodation in GP at Gachibowli.	Contractor's Claim No. 10.00	225000	NIL	NIL	Sales tax levied by A.P Govt. be reimbursed.	X	Rejected. Law settled by case of law of Builders Association & U.O.I	X
Additional excise duty along with interest.	Site preparation for installation of NIC computer, Pune	Contractor's Claim No. 01.00	103500	NIL	99000	The increase in excise duty is reimbursable.	Hike payable within stipulated period. System installed later.	Increased excise actually paid. Has to be reimbursed.	Stipulated completion date was 31.3.86. It is not clear whether increase was with effect from 1/3 or 1/4/86. Material was actually brought in Aug. 86 with increased excise duty.
Increase in royalty for boulders.	Strengthening of taxi track and apron at Silchar	Contractor's Claim No. 04.00	3000	NIL	3000	Royalty payable increased by the State Govt.	No liability of the Respondent if royalty is increased.	Royalty payable to State Govt. increased during the currency of the contract.	As per clause 38 (i) all royalty and sales tax etc. are payable by contractor. As per clause 38 (ii) even if any tax becomes payable by Government, the same is to be recovered from the contractor!

<p>Clause 42 of old CPWD Contract Forms PWD 7 & PWD 8 (Claims relating to recovery at higher rates for excess and/or less consumption of materials supplied by Department)</p>		<p>(Corresponding clause in 'General Conditions of Contract for Central P.W.D. Works - 1995' is also Clause 42, but the language of this clause is totally modified in the new form.)</p>
Total number of claims	42 (35 by contractors and 7 by department)	
Success in financial terms	74.90% for contractors and 1.07% for department.	

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
<p>The clause in the new form makes the following decisions of the departmental officers final and binding on the parties.</p> <p>Decision with regard to the theoretical quantities of materials issued by the department, that should have been used and the consequential recovery to be made in accordance with the procedure and rates as per clause 42.</p> <p>Decision regarding the theoretical quantities of materials that should have been used in non-schedule items.</p>									
Penal recovery of material.	12 Type I, 16 Type II Qrs. for Central Excise at Durgapur (W.B.)	Department's Claim No. 07.00	31249	NIL	NIL	X	Penal rate recovery is to be made for stipulated materials as per terms of contract.	No pilferage/ wastage/ loss. Not admissible under Section 74 of Indian Contract Act.	The word 'penal recovery' is a misnomer. The recovery is an agreed recovery as per terms of contract for mismanagement in use of resources!
Penal recovery of cement & steel.	2 Nos. Type V Qrs. for I. Tax & Central Excise at Altoporvorim.	Contractor's Claim No. 04.00	17300	NIL	8653	Claim for refund of penal recovery in respect of stipulated materials.	X	No allegation of wastage /loss. No notice issued. (Section 74 of Indian Contract Act quoted.)	Already recovered amount ordered to be refunded in full.
Refund of penalty imposed due to excess consumption.	2 Type V Qrs. for CRPF Rambag, Srinagar.	Contractor's Claim No. 05.00	1035	NIL	1035	Extra cement was used in work. There is no complaint of pilferage.	Penal recovery is made as per Clause 42.	No proof of loss; no notice was issued; so not entitled for recovery.	Point at issue is whether the recovery is 'penal' or agreed recovery for mismanagement in use.
Refund of penal rate recovery.	2 Type V Qrs. for CRPF Rambag, Srinagar.	Contractor's Claim No. 07.00	536	NIL	NIL	Penal rate recovery made should be refunded.	X	Claim not justified.	In this case the arbitrator accepts that the claim is not justified. Compare with the other decisions in this compilation!

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Penal recovery for excess consumption of cement etc.	24 Type II & 16 Type III Qrs. for IBM at Margoa, Goa.	Contractor's Claim No. 03.00	56619	NIL	56619	Penal rate recovery not justified.	Recovery is made as per provisions of clause 42.	No loss/wastage proved. Recovery not just. (Section 74 of Indian Contract Act quoted.)	Point at issue is whether the recovery is 'penal' or agreed recovery for mismanagement in use.
Penal recovery of material.	4 Type I, 12 Type III Qrs. for Central Excise at Durgapur (WB)	Department's Claim No. 09.00	51456	NIL	NIL	X	Double rate recovery for excess material used.	No pilferage/wastage. Under /S 74 of Indian Contract Act, penal recovery is not just	Recovery not allowed despite clear provision in clause 42 which renders it the status of agreed recovery!
Double rate recovery of cement.	56 Qtrs. for I. Tax & Central Excise, Hubli	Contractor's Claim No. 02.00	19807	NIL	19807	Wrongful double rate recovery for excess use of cement.	Recovery as per clause 42.	No loss. Cement in joint custody. (Section 74 of Indian Contract Act quoted.)	X
Double rate recovery of steel.	56 Qtrs. for I. Tax & Central Excise, Hubli	Contractor's Claim No. 03.00	116	NIL	116	Wrongful double rate recovery for excess use of steel.	Recovery as per clause 42.	No loss/ pilferage/ wastage. (Section 74 of Indian Contract Act quoted.)	Recovery not allowed despite clear provision in clause 42 which renders it the status of agreed recovery!
Penal recovery for GI pipes.	56 Qtrs. for I. Tax & Central Excise, Hubli	Contractor's Claim No. 06.00	1550	NIL	1550	Wrongful double rate recovery for excess use of G.I. pipes.	Recovery as per clause 42.	No loss/ pilferage/ wastage. (Section 74 of Indian Contract Act quoted.)	Recovery not allowed despite clear provision in clause 42 which renders it the status of agreed recovery!

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
5% storage charges for material returned to stores.	56 Qtrs. for I. Tax & Central Excise, Hubli	Contractor's Claim No. 07.00	996	NIL	NIL	Storage charges levied on surplus material to be refunded.	Recovery as per terms for issue & return of material.	Correctly levied as per clause 42(i).	X
Double rate recovery for steel & Interest thereon.	8 Type III Qrs. at CJIL Agra.	Contractor's Claim No. 07.00	107	NIL	107	Double rate recovery not justified.	Recovery made under clause 42(ii) of agreement.	No notice given, no proof of loss; so recovery not justified.	X
Refund of penal recovery for issue of steel.	Additional 2 floors on rear Unit of Pathology Block, MAMC.	Contractor's Claim No. 01.00	13881	NIL	NIL	Steel of higher unit weight issued by weight, paid by length	Measurements accepted by contractor. Extra steel not returned	Extra steel should have been returned hence nil award.	Upheld here. In many cases listed in this compilation, double rate recovery is not upheld.
Refund of recovery at double rate for cement.	Additional 2 floors on rear Unit of Pathology Block, MAMC.	Contractor's Claim No. 02.00	8400	NIL	NIL	Cement under joint custody & used on work only.	Excess cement not returned despite notices.	Recovery is in order; hence no award.	Upheld here. In many cases listed in this compilation, double rate recovery is not upheld.
Minus final bill.	C/O Administration & Communication Block for BSF at Panjipura (WB)	Department's Claim No. 02.00	1281	NIL	NIL	X	Final bill is in minus	Double rate recovery proposed is not tenable; hence no award	Recovery not allowed despite clear provision in clause 42 which renders it the status of agreed recovery!

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Refund of penal recovery for steel, lead etc.	C/O Athletic stadium for Asian Games 1982, Lodi Road.	Contractor's Claim No. 04.00	13619	NIL	13619	Recovery not justified	Consumption beyond theoretical consumption.	No allegation of pilferage/ wastage. Claim justified	Recovery not allowed despite clear provision in clause 42 which renders it the status of agreed recovery!
Penal rate recovery of cement.	C/O BS Fencing on Punjab Border in Derababa Nanak.	Department's Claim No. 02.00	26598	NIL	NIL	Cement in joint custody & misuse not alleged.	Claim for excess consumption of cement as per Cl.42.	No loss/misuse. Material was in joint custody. No notice was issued. Counter claim rejected.	Recovery not allowed despite clear provision in clause 42 which renders it the status of agreed recovery!
Refund of recovery at double rates for steel.	C/O JCO mess and accommodation i/c internal water supply	Contractor's Claim No. 08.00	6349	NIL	6013	Wrongful recovery for excess consumption and cartage.	As per provisions of clause 42.	No loss or pilferage proved. Cartage not allowed.	Recovery not allowed despite clear provision in clause 42 which renders it the status of agreed recovery!
Double rate recovery for cement	C/o Museum at Janpath, New Delhi - Water proofing	Contractor's Claim No. 02.00	6192	NIL	6192	Claim for wrongful recovery for excess consumption	Under terms of clause 42	No notice or proof of loss, pilferage or misuse	X
Refund of penal recovery for excess use of cement.	C/O Residential Accommodation in GP at Gachibowli.	Contractor's Claim No. 06.00	3481	NIL	3481	Refund of double rate recovery made for excess consumption	As per terms of clause 42.	No loss to Department; neither pilferage alleged.	Clause 42 stipulates double rate recovery as an agreed term of contract!
Double rate of recovery of material.	C/O School of Social Science at JNU, New Delhi.	Contractor's Claim No. 01.00	6453	NIL	6453	X	X	Not admissible as per section 74 of Indian Contract Act. No pilferage/loss	Clause 42 stipulates double rate recovery as an agreed term of contract!

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
For penal recovery of bitumen.	C/O Service Rd. & Footpath along Road No. 5C Masjid Moth	Contractor's Claim No. 10.00	2603	NIL	2603	Claim for refund of penal recovery.	As per clause 42	No allegation of misuse/ wastage; hence award in favour of the Claimant	Clause 42 stipulates double rate recovery as an agreed term of contract irrespective of the cause for excess consumption!
Counter Claim for excess use of bitumen.	C/O Service Rd. & Footpath along Road No. 5C Masjid Moth	Department's Claim No. 04.00	445	NIL	NIL	X	Recovery as per terms of clause 42	No proof of pilferage/ wastage, no notice issued, nil award.	X
Minus final bill	D/O Cooch Behar Aerodrome in N.E. Region.	Department's Claim No. 01.00	9686	NIL	1512	X	Minus bill due to recoveries in Claus 14,42,34,19, REBA etc.	Dealt along with claim No.1 & 3. Only recovery in clause 34 upheld.	Recovery allowed for hire charges of generator only.
For refund of penal recovery of mild steel.	Demolition of Super structure & approaches to bridge	Contractor's Claim No. 08.00	4816	NIL	4816	Refund of Double rate recovery made for steel which is not justified.	Recovery made as per clause 42 for excess consumption.	Material was in joint custody. No loss/wastage /pilferage. Refer S. 74 of Indian Contract Act.	Clause 42 stipulates double rate recovery for excess consumption. This is an agreed term of contract irrespective of the cause!
For refund of penal recovery of Tor steel.	Demolition of Super structure & approaches to bridge	Contractor's Claim No. 09.00	874	NIL	874	Double rate recovery of Tor steel not justified.	Recovery made as per clause 42 for excess consumption.	Material was in joint custody. No loss/wastage /pilferage. Refer S. 74 of Indian Contract Act.	Clause 42 stipulates double rate recovery as an agreed term of contract irrespective of the cause for excess consumption!

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For refund of penal recovery for cement.	Demolition of Super structure & approaches to bridge	Contractor's Claim No. 10.00	193	NIL	193	Double rate recovery of cement not justified.	Double rate recovery as per Clause 42 for excess consumption.	Material was in joint custody. No loss/wastage /pilferage. Refer S. 74 of Indian Contract Act.	Clause 42 stipulates double rate recovery as an agreed term of contract irrespective of the cause for excess consumption!
Penal recovery of cement & steel due to over consumption.	East/West/Central Block Med. College, Goa Ph II	Contractor's Claim No. 06.00	39219	NIL	39219	Double rate recovery for cement/steel not justified.	Recovery under clause 42	Refer Section 74 of Indian Contract Act. No wastage/ pilferage/ loss proved.	X
Recovery for short use of bitumen.	Extension of runway 05/23 & strengthening work at Mohanbari	Contractor's Claim No. 02.00	10480	NIL	10480	80/100 bitumen was used against 60/70 which is not accounted.	60/70 was to be used, which was not used; hence recovery.	No apparent shortcoming on record. 80/100 was used. No recovery to be made.	Softer grade of bitumen used and even then no adjustment in cost!
Refund of penal recovery.	Goa Medical College, Goa.	Contractor's Claim No. 02.00	17664	NIL	17664	Refund of double recovery for steel & cement.	X	No loss/ wastage/ pilferage/ notice. Under section 74 of Indian Contract Act, recovery is unjust.	X
Double recovery in final bill.	Lab. at CLI Bombay SH: Superstructure.	Contractor's Claim No. 08.00	6000	NIL	2625	Due to over consumption of materials.	X	Under section 74 of Indian Contract Act, double recovery is not just. No wastage/pilferage.	Clause 42 stipulates double rate recovery for excess consumption. This is an agreed term of contract irrespective of the cause!

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Final bill and unjustified reduction & recoveries by Department	National Museum Building - underground sump	Contractor's Claim No. 07.00	50000	NIL	NIL	Steel removed by JE. Double rate recovery is not justified.	No receipt for steel. Recovery as per Clause 42.	Steel measurements not filed. Double rate recovery for steel in order. No notice issued and no loss proved. Double rate recovery for cement not justified.	Also see counter claim 1 by Department, listed in this compilation under clause 7.
Refund of deductions made.	Officers accommodation for BSF Jodhpur.	Contractor's Claim No. 08.00	12191	NIL	NIL	X	X	Deductions & Clause 42 recovery in order & all due payment has been made.	Arbitrator seems to accept clause 42 recovery in this case. In many cases the arbitrators do not accept this recovery as just. (As this seems to be a common adjudication, this claim appears under clause 14 too in this compilation.)
Double rate recovery for steel.	Permanent Terminal Building at Dabolim Airport, Goa.	Contractor's Claim No. 06.00	45000	NIL	45000	Respondent recovered at double rate against cost of steel.	Double rate recovery on account of excess consumption.	Under section 74 of Indian Contract Act, double rate recovery cannot be effected.	Clause 42 stipulates double rate recovery for excess consumption. This is an agreed term of contract irrespective of the cause!

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Refund of double rate recovery.	Providing temporary accommodation for NSG at Manesar.	Contractor's Claim No. 04.00	12300	NIL	12300	X	X	No wastage, pilferage or loss proved. Refer Sec 74 of Indian Contract Act.	Clause 42 stipulates double rate recovery for excess consumption. This is an agreed term of contract irrespective of the cause!
Refund of double rate recovery for cement.	Renovation of Rooms of L&M block M/O Defence Phase III.	Contractor's Claim No. 04.00	1575	NIL	1575	X	X	No loss & sec74 of Indian Contract Act does not permit recovery	Clause 42 stipulates double rate recovery for excess consumption. This is an agreed term of contract irrespective of the cause!
Refund of double rate recovery.	Renovation of toilets in Shastri Bhawan - Gate 6 & 7	Contractor's Claim No. 05.00	1988	NIL	NIL	Claim for refund of double rate recovery.	X	Claim not justified	Double rate recovery upheld in this case!
Refund of penal recovery made for cement & steel.	Residential Qtrs. for CPWD maintenance staff, Trivandrum	Contractor's Claim No. 05.00	9647	NIL	9647	Claim for refund of penal recovery for cement & steel.	Double Rate recovery as per Clause 42 of agreement.	No pilferage/wastage/ material in joint custody. So award.	Clause 42 stipulates double rate recovery for excess consumption. This is an agreed term of contract irrespective of the cause!
Non return of cement.	Restoration of bridge on Pathankot Jammu Rd.	Department's Claim No. 03.00	20800	NIL	NIL	Cement in double lock lost due to floods.	Material not used in work nor returned.	Single rate recovery already allowed, hence nil award.	This seems to be an abnormal situation where the loss could perhaps not have been prevented.

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Refund of penal rate recovery of cement.	S/R to L&M Blocks - SH: Renovation of rooms, verandahs under Ph. IV	Contractor's Claim No. 11.00	17672	NIL	17672	X	X	Double rate recovery under section 74 of Indian Contract Act cannot be made.	Clause 42 provides for double rate recovery!
Extra recovery for cement issued.	Strengthening of runway at Doom Dooma	Contractor's Claim No. 08.00	12300	NIL	12300	Cement used in the enabling works of the main work.	Higher rate cement, not to be used in the enabling works.	Use of cement in enabling works contingent to the main work	Department, even otherwise has no mandate under terms of clause 42 to exclude the cement used in enabling works from theoretical consumption statement.
Amount withheld for double rate recovery of cement & steel.	Terminal Building, Dabolim Airport, Goa	Contractor's Claim No. 06.00	45000	NIL	45000	Claim for refund of double rate recovery.	Under terms of clause 42	Joint custody. No loss. No notice. Refer S. 74 of Indian Contract Act.	Clause 42 provides for double rate recovery!
Double rate recovery - excess consumption of material issued.	Weigh-Bridge Hall IILM at Kauke, Ranchi.	Contractor's Claim No. 01.10	15457	NIL	NIL	Penal recovery of material not acceptable.	Department proposed this recovery during hearing on claim No. 1	Double rate recovery not just (S 74 of Indian Contract Act). No loss proved	Appears to be a belated action by department. Counter claim apparently not made by Department. Issue raised in argument!

Abnormally high rated and abnormally low rated item

(Claims pertaining to payment for abnormally high & low rated items - AHR & ALR)

Total number of claims 3 (All the 3 claims were made by the contractors)

Success in financial terms 17.24% for contractors.

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<p>The concept of restrictions on execution of abnormally high rated and abnormally low rated items is not a creation of the contract forms. The concept is a creation of the departmental instructions issued with a view to exercising control on variations in the quantities on the higher side in case of high rated items and on the lower side in the case of low rated items.</p> <p>The main purpose of the departmental instructions is to reduce the incidence of unintended benefit to contractors due to variation in quantities of items with freak rates, during actual execution. However, the departmental officers have a tendency to arbitrarily reduce the rates payable to the contractors for the deviated quantities in such case if they have not taken timely action to process the cases for timely sanctions from the competent authority.</p> <p>While the purpose of the instruction is understood, the fact remains that there is no such provision in the contract which may authorise any such action, unless clause 12.2 relating to deviation limit also gets attracted. In case, deviation limit does get exceeded, then action can be taken under provisions of that clause.</p> <p>De facto, the problem for the contractor arises predominantly in the case of abnormally high rated items as reduction in quantities of low rated items hardly ever comes to notice during the progress of the work. They do however, hold up the final bills.</p>									
Refund of amount withheld for sanction of AHR/ALR items.	Additional 2 floors on rear Unit of Pathology Block, MAMC.	Contractor's Claim No. 05.00	12000	NIL	NIL	Withdrawn.	X	Claim withdrawn	Grounds on which the claim was withdrawn are not clear. Possibly the department may have released the payment on sanction of AHR statement!
Amount withheld for sanction of AHR/ALR.	East/West/Central Block Med. College, Goa Ph II	Contractor's Claim No. 12.00	500	NIL	500	Claim for payment of withheld amount pending sanction.	X	No reference in agreement for ALR/AHR items. Claim awarded.	Arbitrator recognises the fact that AHR/ALR system not in agreement terms
For ALR/AHR items under sanction.	Goa Medical College, Goa.	Contractor's Claim No. 11.00	2000	NIL	2000	Claim for payment of withheld amount pending sanction.	X	No reference in agreement for ALR/AHR items. Claim awarded.	Arbitrator recognises the fact that AHR/ALR system not in agreement terms

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
<p>General type of claims which do not fall under any specific clause of the CPWD Contract Forms (General claims such as loss of profit, idle labour, machinery & establishment charges etc. due to prolongation of contract period, and other general type of claims) Total number of claims 144 (138 by contractors and 6 by department) Success in financial terms 3.20% for contractors and nil for department. A large number of claims are preferred for alleged loss of profit and extra expenses incurred on construction by the contractors due to alleged delays attributable to the departments. The claims are preferred on grounds of departmental delays in supply of drawings, decisions, stipulated materials etc. It is observed that in several cases where the extension of time is granted without levy of compensation, the contractors claim that the prolongation of the contractor was due to the department's faults and that they had to incur extra expenses on idle establishment and machinery. The claims of this nature do not specifically fall under any particular clause of the contract but are otherwise in tune with the contractual relationship wherein both the parties are to perform mutual obligations and the defaulter must compensate the other party. While the principle itself is well justified, the analysis in this compilation shows that in percentage terms there was not much of a success to the contractors in this category of claims. This may partly be due to the fact that while making such general type of claims there is a tendency of boosting up the claims in the hope of getting some relief. Perhaps the boosting up of the amounts is beyond reasonable proportions in some cases.</p>									
Loss due to rescission of contract.	12 Type I, 16 Type II Qrs. for Central Excise at Durgapur (W.B.)	Contractor's Claim No. 01.00	118500	NIL	NIL	Claim for loss due to unreasonable rescission of contract.	X	Claim not substantiated. No proof of likely profit.	X
Wages of guards from 18.11.87 to 12.1.88.	12 Type I, 16 Type II Qrs. for Central Excise at Durgapur (W.B.)	Contractor's Claim No. 08.00	3360	NIL	NIL	Claim for watch & ward expenditure.	X	In view of claim No. 5, claimant not entitled for this claim.	Claim No. 5 was for refund of security deposit which the Department forfeited on rescission of contract. Arbitrator ordered refund. (Refer under clause 3 in this compilation.)

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
On account of extra expenditure incurred on establishment (JE/AE).	12 Type I, 16 Type II Qrs. for Central Excise at Durgapur (W.B.)	Department's Claim No. 09.00	43450	NIL	NIL	X	Claim for extra cost of establishment expenditure	No liability after closure. Limits specified in clause 2	Reasons for reference to clause 2 are not clear.
Loss of revenue due to delay in completion.	12 Type I, 16 Type II Qrs. for Central Excise at Durgapur (W.B.)	Department's Claim No. 10.00	59940	NIL	NIL	X	Claim for loss of revenue due to delayed completion.	No liability after closure of contract.	X
For damages due to Departmental delay in making final payment.	12 Type II, 2 Type III, 2 Type IV Qrs. for BSF at Ferozepur.	Contractor's Claim No. 13.00	5000	NIL	NIL	Claim for damages, interest for delayed payment & refund of Security Deposit.	Claim denied.	Based on facts and evidence on record, claim is not admissible.	X
Extra payment due to increase in rates.	122 Quarters for AG, Jaipur.	Contractor's Claim No. 04.00	50000	NIL	NIL	Work continued beyond stipulated dates. Extra amount claimed for this.	X	No party reserved right for working beyond stipulated date.	Claim could be listed under one of the escalation clauses but in absence of clear reference to clause 10C or 10CC, and the claim made being in a general nature instead of referring to specific indices, it is listed here.
Salary for watch & ward staff for 30 months @ Rs 300/- per month.	122 Quarters for AG, Jaipur.	Contractor's Claim No. 07.00	9000	NIL	NIL	Claim for salary for watch & ward staff.	X	Documents submitted do not support the claim. No award.	X

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For breach of contract by Department.	122 Quarters for AG, Jaipur.	Contractor's Claim No. 08.00	5000	NIL	NIL	Compensation for breaches by the Department.	X	No proof; so nil award.	X
Prolongation of contract.	2 Nos. Type V Qrs. for I. Tax & Central Excise at Altoporvorim.	Contractor's Claim No. 13.00	125000	NIL	NIL	Claim for prolongation.	Prolongation was due to slow progress of work.	No rights reserved. Time at large. No party entitled.	X
Claim for extra expenditure due to prolongation.	2 Nos. Type V Qrs. for I. Tax & Central Excise at Altoporvorim.	Contractor's Claim No. 14.00	136000	NIL	NIL	Claim for extra expenditure due to prolongation.	X	For reasons under claim 13, the claim is inadmissible.	Claim 13 is the preceding claim.
Claim for idle machinery & T&P due to prolongation.	2 Nos. Type V Qrs. for I. Tax & Central Excise at Altoporvorim.	Contractor's Claim No. 15.00	156000	NIL	NIL	Claim for idle T & P due to prolongation.	X	For reasons under claim 13, the claim is inadmissible.	Claim 13 is the claim which is given in this compilation just before the preceding claim.
For excess cost of stores.	2 Type V Qrs. for CRPF Rambag, Srinagar.	Contractor's Claim No. 08.00	1610	NIL	NIL	Rate charged for non stipulated material is more than market rate.	X	Claim that rate is more than market, is not substantiated.	X
Claim for escalation in prices of material and labour.	20 Nos. Income Tax Qrs. at Calcutta - Replacement of Roof.	Contractor's Claim No. 04.00	228079	NIL	NIL	Claim for escalation due to long delay by Department.	Inadequate labour/ resources. 25% site to be given at a time.	No right reserved. Time not of essence. There was contractor's delay too.	Claim could be listed under one of the escalation clauses but in absence of clear reference to clause 10C or 10CC, and the claim made being in a general nature instead of referring to specific indices, it is listed here.

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Loss due to rescinding of contract.	20 Nos. Type III Qrs. for Central Excise at Durgapur (W.B.)	Contractor's Claim No. 01.00	113800	NIL	NIL	Claimant claims for the cost of material & T&P left at site.	X	Claim not substantiated hence nothing is awarded.	X
Delay in payment of brick work in cement mortar 1:4 & 1:6	20 Nos. Type III Qrs. for Central Excise at Durgapur (W.B.)	Contractor's Claim No. 02.00	4000	NIL	NIL	Claimant claims that brick work items paid late.	Payment already made in R.A. Bills.	No loss is alleged due to short payment; hence nothing awarded.	X
Wages of guard.	20 Nos. Type III Qrs. for Central Excise at Durgapur (W.B.)	Contractor's Claim No. 09.00	3360	NIL	NIL	Claim for wages of guard from 18.11.87 to 12.1.88.	X	In view of claim No. 5, claimant is not entitled. No award.	Claim No. 5 relates to refund of security deposit, which was awarded in favour of the contractor.
Watch and ward.	20 Nos. Type III Qrs. for Central Excise at Durgapur (W.B.)	Department's Claim No. 06.00	10655	NIL	NIL	X	X	Claim held untenable.	X
Refund of rent for land for labour huts.	24 Type II & 16 Type III Qrs. for IBM at Margoa, Goa.	Contractor's Claim No. 03.40	4176	NIL	4176	Rent recovery not justified.	X	No evidence of provision of land for labour huts.	Normally such rent for labour huts is not recovered by the Department!
Delays & hindrance caused by the Department.	24 Type II & 16 Type III Qrs. for IBM at Margoa, Goa.	Contractor's Claim No. 07.00	209152	NIL	NIL	Delay in issue of structural drawing., cement etc.	Less labour engaged.	Claim rejected in view of delay by claimant mainly.	X
Claim for extra expenses due to prolongation on machinery & centering.	24 Type II & 16 Type III Qrs. for IBM at Margoa, Goa.	Contractor's Claim No. 08.00	424000	NIL	NIL	Delay in issue of structural drawings, cement etc.; hence extra admissible.	Less labour engaged.	Claim rejected in view of delay by claimant mainly.	X

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Increase in prices of labour & material due to prolongation	24 Type II & 16 Type III Qrs. for IBM at Margoa, Goa.	Contractor's Claim No. 09.00	187692	NIL	NIL	Delay in issue of structural drawings, cement etc.	Less labour engaged.	Claim rejected in view of delay by claimant mainly.	Claim could be listed under one of the escalation clauses but in absence of clear reference to clause 10C or 10CC, and the claim made being in a general nature instead of referring to specific indices, it is listed here.
15% hike for shortfall in work in 3rd quarter of agreement period.	24 Type II & 16 Type III Qrs. for IBM at Margoa, Goa.	Contractor's Claim No. 10.00	16010	NIL	NIL	Hike for shortfall in work quantum from what was to be done.	X	Increase admissible only under 10C. Claim outside its scope	X
20% hike for shortfall in work in 4th quarter of agreement period.	24 Type II & 16 Type III Qrs. for IBM at Margoa, Goa.	Contractor's Claim No. 11.00	48738	NIL	NIL	Hike for shortfall in work quantum from what was to be done.	X	Increase admissible only under 10C. Claim outside its scope.	X
Non-release of bank guarantee in time.	24 Type II & 16 Type III Qrs. for IBM at Margoa, Goa.	Contractor's Claim No. 12.00	15400	NIL	NIL	For extra bank charges paid for renewal of Bank Guarantee	X	Claim unsubstantiated - even bank charges paid not indicated.	X
Release of withheld amount.	345 Type II and 240 Type I Qrs. - SH: Premix carpeting	Contractor's Claim No. 03.00	500	NIL	NIL	Claim for amount withheld from bill.	X	Amount already settled by the Department; Hence nil award.	An amount of Rs. 214/- seems to have been paid to contractor in the meantime.

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Losses due to rescission of contract.	4 Type I, 12 Type III Qrs. for Central Excise at Durgapur (WB)	Contractor's Claim No. 01.00	95100	NIL	NIL	The claimant claims losses due to material & profit.	X	Claim could not be established by Claimant; hence nil award.	X
Amount withheld for extension of time.	4 Type I, 12 Type III Qrs. for Central Excise at Durgapur (WB)	Contractor's Claim No. 04.00	6000	NIL	NIL	X	X	Claim not held tenable.	Does not seem to relate to Clause 2. There is separate adjudication on clause 2. So considered as a general claim.
On account of engagement of guards.	4 Type I, 12 Type III Qrs. for Central Excise at Durgapur (WB)	Contractor's Claim No. 08.00	3360	NIL	NIL	Claims for employing guards.	X	Claimant is not entitled for wages of guards. Nil award.	X
On account of supervision of work.	4 Type I, 12 Type III Qrs. for Central Excise at Durgapur (WB)	Department's Claim No. 10.00	31020	NIL	NIL	X	Expenditure to be incurred in supervision for 26 months.	Claim not found admissible, hence no award.	X
Loss of revenue.	4 Type I, 12 Type III Qrs. for Central Excise at Durgapur (WB)	Department's Claim No. 11.00	36400	NIL	NIL	X	Loss due to non completion in time & loss of revenue.	Claim not tenable; hence no award.	X
Amount withheld for adjustment of other dues.	56 Qtrs. for I. Tax & Central Excise, Hubli	Contractor's Claim No. 12.00	11822	11822	11822	Claim for payment for wrongly withheld amount for other dues.	Admitted.	Claim admitted by Respondents; hence awarded.	Dues are not specified in the award. As this is admitted by the respondents, action of withholding apparently was not justified. (The claim may be with reference to several clauses of the contract.)

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Wrongful recovery of Income Tax.	56 Qtrs. for I. Tax & Central Excise, Hubli	Contractor's Claim No. 14.00	939	NIL	NIL	Claim for refund of wrongful recovery.	Recovery made correctly as per law	Recovery correctly made; hence nil award.	X
Compensation for extra expenditure.	56 Qtrs. for I. Tax & Central Excise, Hubli	Contractor's Claim No. 24.00	296250	NIL	NIL	For compensation for extra expenditure.	X	Department not responsible for delays. Delay by claimant	X
Compensation for extra use of machinery and T&P due to prolongation.	56 Qtrs. for I. Tax & Central Excise, Hubli	Contractor's Claim No. 25.00	150000	NIL	NIL	Compensation for extra use due to prolongation.	X	Department not responsible for delays. Delay by claimant.	X
Compensation for extra expenses on centering/shutter ring.	56 Qtrs. for I. Tax & Central Excise, Hubli	Contractor's Claim No. 26.00	99000	NIL	NIL	For extra use of centering/shutter ring.	X	Department not responsible for delays. Delay by claimant.	X
Compensation for loss suffered on account of labour gangs.	56 Qtrs. for I. Tax & Central Excise, Hubli	Contractor's Claim No. 27.00	350000	NIL	NIL	X	X	Department not responsible for delays. Delay by claimant.	X
Compensation for increase in prices of labour/material.	56 Qtrs. for I. Tax & Central Excise, Hubli	Contractor's Claim No. 28.00	350000	NIL	NIL	For hikes due to prolongation of contract period.	X	Department not responsible for delays. Delay by claimant.	Claim could be listed under one of the escalation clauses but in absence of clear reference to clause 10C or 10CC, and the claim made being in a general nature instead of referring to specific indices, it is listed here.

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Reimbursement of expenditure for costing of tender.	704 Qrs. including Development of site at Salt Lake - SH: Compound wall	Contractor's Claim No. 02.00	5460	NIL	2730	Reimbursement of Expenses on Analysing/ costing of tender.	X	Award in favour of claimant for 2730/- @ ½% of tender cost.	Unique case. Cost of working out tender awarded!
Reimbursement of expenses on cement godown construction.	704 Qrs. including Development of site at Salt Lake - SH: Compound wall	Contractor's Claim No. 03.00	10000	NIL	5000	Claims for reimbursement of cement godown cost.	Department agrees that cement godown was constructed.	Compensation of Rs.5000/- adequate. May dismantle & salvage.	X
Carriage & recarriage of material.	704 Qrs. including Development of site at Salt Lake - SH: Compound wall	Contractor's Claim No. 04.00	6000	NIL	NIL	Reimbursement of amount spent on materials cartage.	No material brought. No evidence of any material ordered.	Claim untenable; hence no award.	X
Reimbursement of salary to darban & technical staff.	704 Qrs. including Development of site at Salt Lake - SH: Compound wall	Contractor's Claim No. 05.00	19300	NIL	NIL	Reimbursement for unutilised salary paid to staff	X	No intention to start. Stipulated material not issued. Could have reduced his losses, if any. Claim not tenable.	X
Loss of profit.	704 Qrs. including Development of site at Salt Lake - SH: Compound wall	Contractor's Claim No. 06.00	81911	NIL	NIL	Claim for loss of profit that could be earned.	X	Increase in rates demanded. Market up. Profit not likely.	X
Idle labour T&P & hike in price of material.	8 Type III Qrs. at CJIL Agra.	Contractor's Claim No. 01.00	63809	NIL	12600	Delayed on account of Electrical works. Additional salaries & Hire Charges	Rights not reserved. Staff/labour required was much less.	Cost of Engineer, chowkidar, Munshi (one each) allowed.	Award even when no rights reserved!
Bank charges on running account & final bills.	8 Type III Qrs. at CJIL Agra.	Contractor's Claim No. 03.00	120	NIL	NIL	Charges levied by Banks.	Not admissible under agreement provisions.	Not justified.	X

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Loss suffered due to damage to bricks.	8 Type IV & 8 Type I Qrs. for IBM at Nargoa.	Contractor's Claim No. 01.00	255640	NIL	NIL	Handing over of site delayed; so bricks got damaged in rain.	X	Claim frivolous & rejected. No damage possible to good bricks. Vouchers produced also do not support the claim.	X
Washing away of sand.	8 Type IV & 8 Type I Qrs. for IBM at Nargoa.	Contractor's Claim No. 02.00	24395	NIL	NIL	Sand washed away during rains.	X	Unsubstantiated. Additional quantity may not have been used on this work.	Arbitrator doesn't rely on vouchers for excess quantity purchased
Idle labour	8 Type IV & 8 Type I Qrs. for IBM at Nargoa.	Contractor's Claim No. 03.00	151250	NIL	NIL	Delay in drawing. & handing over of site.	Slow progress, inadequate labour and material. work suspended.	Time ceased to be of essence. Claimant also lingered on.	X
Loss due to establishment.	8 Type IV & 8 Type I Qrs. for IBM at Nargoa.	Contractor's Claim No. 03.10	35375	NIL	NIL	Delay in drawing. & handing over of site.	Slow progress, inadequate labour and material. work suspended.	Time ceased to be of essence. Claimant also lingered on.	X
Charges for idle centring shuttering & mixers.	8 Type IV & 8 Type I Qrs. for IBM at Nargoa.	Contractor's Claim No. 03.20	33750	NIL	NIL	Delay in drawing. & handing over of site.	Slow progress, inadequate labour and Material. work suspended.	Time ceased to be of essence. Claimant also lingered on.	X
Claim for damages demanded.	A/A in Krishi Bhawan - Renovation of bathrooms in B,C,F	Contractor's Claim No. 03.10	66360	NIL	NIL	Work delayed due to drawings and decisions	Claim not justified	Claim not justified.	X

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Claim for escalation.	A/A in Krishi Bhawan - Renovation of bathrooms in B,C,F	Contractor's Claim No. 03.20	28500	NIL	NIL	Work delayed due to drawings and decisions.	Claim not justified.	Claim not justified.	Claim could be listed under one of the escalation clauses but in absence of clear reference to clause 10C or 10CC, and the claim made being in a general nature instead of referring to specific indices, it is listed here.
For idle centring and shuttering for non availability of cement.	Additional 2 floors on rear Unit of Pathology Block, MAMC.	Contractor's Claim No. 28.00	25067	NIL	2500	For idle centering/shuttering due to prolongation.	Cement was never exhausted. Contractor delayed by 11 months	Some scarcity. At times insufficient for roof casting.	Arbitrator accepts claim partly after studying cement register.
For idle establishment including watch and ward etc.	Additional 2 floors on rear Unit of Pathology Block, MAMC.	Contractor's Claim No. 30.00	15000	NIL	NIL	Extension of Time was granted without levy of compensation.	Progress unsatisfactory. Extension granted after contractor waived claims.	No plea of waiver under duress. Rejected.	Position may have been different if plea of coercion was taken!
Compensation for work done beyond stipulated date.	Barbed wire fencing with gates at HBS, Paraliar	Contractor's Claim No. 01.00	45000	NIL	10000	Full site not handed over. Hence work was delayed.	X	Award allowed @ 10% for work done after stipulated date.	X
Cost for watchmen.	Barbed wire fencing with gates at HBS, Paraliar	Contractor's Claim No. 02.00	37440	NIL	8000	Delay on the part of Department as full site not handed over.	X	On the basis of claim No.1 Rs. 8000 awarded.	Claim No. 1 is the preceding claim.

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Compensation for losses for delay in handing over site/drawings.	Buildings for Central Tobacco Board, Jamgareddyguden	Contractor's Claim No. 01.00	513750	NIL	NIL	Late handing over of site & delay in issue of drawings.	Claimant did not employ adequate resources.	Both the parties in breach of contract. To bear own damages.	X
For idle equipment, labour etc. due to non supply of cement.	Buildings for Central Tobacco Board, Jamgareddyguden	Contractor's Claim No. 03.00	42813	NIL	NIL	Equipment/labour idle due to non supply of cement by Department	Delay by the contractor.	Both the parties in breach of contract. To bear own damages.	X
Claim for idle labour consequent to rock in trenches.	Buildings for Central Tobacco Board, Jamgareddyguden	Contractor's Claim No. 04.00	15813	NIL	NIL	Department did not remove hard rock met in trenches.	There was only ordinary rock in excavation.	Contention of hard rock not correct. Claimant in breach.	X
Claim for price escalation due to delayed site handing over.	Buildings for Central Tobacco Board, Jamgareddyguden	Contractor's Claim No. 05.00	40000	NIL	NIL	Delay in handing over of site resulted in price escalations.	Inadequate resources. Failed to complete work in extended time	Both the parties in breach of contract. To bear own damages.	Claim could be listed under one of the escalation clauses but in absence of clear reference to clause 10C or 10CC, and the claim made being in a general nature instead of referring to specific indices, it is listed here.
Loss of profit due to non utilisation of machinery elsewhere	Buildings for Central Tobacco Board, Jamgareddyguden	Contractor's Claim No. 07.00	100000	NIL	NIL	Machinery held up preventing its profitable use elsewhere.	Contractor's delay. Contract had to be rescinded.	Both the parties in breach of contract. To bear own damages.	Arbitrator also holds that contractor was unlikely to earn profit

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Loss of shuttering material.	C/O 112 Type III Qrs. in GP at Salt Lake.	Contractor's Claim No. 03.00	100000	NIL	NIL	Claim for loss of shuttering material	X	Claim is not held tenable in the absence of evidence.	Arbitrator also refers to his reasoning on claim 1 of Department
Escalation of prices.	C/O 112 Type III Qrs. in GP at Salt Lake.	Contractor's Claim No. 04.00	125997	NIL	NIL	Claim for escalations.	X	Claim not tenable as delay was not due to Department.	Arbitrator also refers to reasoning on claim 1 of Department. (Claim No. 1 of the department is listed under clause 3).
Loss of profit.	C/O 112 Type III Qrs. in GP at Salt Lake.	Contractor's Claim No. 05.00	363935	NIL	NIL	Claim for loss of profit	X	Claim inadmissible for similar reasons as in claim 4.	Claim 4 is the preceding claim.
Idle establishment.	C/O Administration & Communication Block for BSF at Panjipura (WB)	Contractor's Claim No. 02.00	46000	NIL	NIL	Claim for idle establishment due to prolongation	X	Claimant is not entitled for this claim as claim raised late.	X
Idle labour	C/O Administration & Communication Block for BSF at Panjipura (WB)	Contractor's Claim No. 03.00	10000	NIL	NIL	Claim for idle labour	X	Claim is untenable.	X
Damages due to non fulfilment of commitments by Department.	C/O Administration & Communication Block for BSF at Panjipura (WB)	Contractor's Claim No. 05.00	63100	NIL	NIL	Claim for damages due to delay by Department	X	Most delay due to claimant. Claim raised the issue late. No award	Even then forfeiture of Security Deposit not upheld!
Refund of recovery due to late lifting of bricks from kiln.	C/O Athletic stadium for Asian Games 1982, Lodi Road.	Contractor's Claim No. 02.00	13000	NIL	NIL	Delay due to shortage of bricks at kiln. Refers some indents.	Not lifting in time resulted in shortage of space at kiln	Quoted indents not for relevant period. Recovery justified.	X

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Idle permanent staff.	C/O Compound wall & Gate at CHZ Agra	Contractor's Claim No. 04.10	15000	NIL	14000	Drawings issued late. Idle staff.	No preliminary arrangements. Delay in carting cement.	Even foundation drawing issued just 10 days before stipulated date of completion.	X
Idle T&P.	C/O Compound wall & Gate at CHZ Agra	Contractor's Claim No. 04.20	8000	NIL	2000	Idle T&P due to delay in issue of drawings	No preliminary arrangements. Delay in carting of cement	Even foundation drawing issued late. Claimant entitled for idle T&P.	X
Loss of profit due to prolongation.	C/O Compound wall & Gate at CHZ Agra	Contractor's Claim No. 04.30	55496	NIL	NIL	Delay in issue of drawing. Loss of profit due to prolongation	Belated protest. Delay in prelim. arrangements/cement carting	No proof of loss.	X
Cost of material, centering etc. left at site of work.	C/O JCO mess and accommodation i/c internal water supply	Contractor's Claim No. 03.00	22000	NIL	NIL	Claim for cost of material left at site after rescission.	X	No award.	Adjudicated jointly with other claims. Award amount of Rs. 11132 is accounted elsewhere. (Refer list under Clause 7)
Compensation for damages for work withdrawn.	C/O JCO mess and accommodation i/c internal water supply	Contractor's Claim No. 04.00	11500	NIL	NIL	Claim for damages @ 15% of amount of work withdrawn.	X	Only entitled to refund of Security Deposit This claim does not subsist.	Arbitrator also holds that there would not have been any profit.
Compensation for unproductive overheads.	C/O JCO mess and accommodation i/c internal water supply	Contractor's Claim No. 05.00	88000	NIL	NIL	Claim for unproductive overheads incurred.	X	Claim does not subsist as per discussion on earlier claims.	X

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Claim for cost of material taken over by Department	C/O JCO mess and accommodation i/c internal water supply	Contractor's Claim No. 10.00	15000	NIL	NIL	Cost of material taken over by the Department after rescission	X	Claim dealt along with claim for work done not paid.	Adjudicated jointly with other claims. Award amount of Rs. 11132 is accounted elsewhere. (Refer list under Clause 7)
Compensation for loss of profit.	C/O Residential Accommodation in GP at Gachibowli.	Contractor's Claim No. 08.00	240038	NIL	NIL	Site allotted in parts. Economy of scale not available.	Adequate site given for working.	Rejected. Site handed over for execution at reasonable time.	X
On account of compensation for loss on account of infructuous expenditure.	C/O School Building & Staff Qrs. a K.Vidyalaya, Trichur	Contractor's Claim No. 01.00	211600	NIL	NIL	Drawings supplied late by Respondents. Work extended beyond stipulated date.	Progress of work slow as mentioned in Site Order Book.	Payment under 10CC already made; hence no award.	X
For anticipated profit due to lapses on part of Department.	C/O Service Rd. & Footpath along Road No. 5C Masjid Moth	Contractor's Claim No. 14.00	20000	NIL	NIL	Damages @ 10% due to lapses on the part of Department	X	Would not have earned profit. Also could mitigate loss.	X
For damages due to breach of contract.	C/O Service Rd. & Footpath along Road No. 5C Masjid Moth	Contractor's Claim No. 15.00	35000	NIL	NIL	Damages due to breaches.	X	Abandoned soon after stipulated date of completion; hence not entitled	X
On account of price hike of labour & material, establishment, watch & ward	Control Tower at Civil Aerodrome Behala (Balance Work)	Contractor's Claim No. 03.00	83884	NIL	3150	Price hike, extra estimated expenditure etc. due to not taking over bldg.	Defects removed later. Bldg not complete when alleged.	Minor defects. Bldg. usable. Mitigation of losses. Part amount awarded	Arbitrator says time not of essence but building was usable earlier.

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Expenditure on idle machinery due to low capacity Hotmix Plant	D/O Cooch Behar Aerodrome in N.E. Region.	Contractor's Claim No. 05.00	37504	NIL	4690	For idle machinery for low capacity Hotmix Plant supplied.	X	20 days charges of paver released. Other P&M used effectively.	X
Idle labour for non functioning of low rated Hot Mix Plant.	D/O Cooch Behar Aerodrome in N.E. Region.	Contractor's Claim No. 06.00	46279	NIL	10000	Claim for reimbursement of idle labour for low capacity Hotmix Plant.	X	Idling/wastage as plant worked 45 days for output of 20 days.	X
Excess consumption of fuel.	D/O Cooch Behar Aerodrome in N.E. Region.	Contractor's Claim No. 07.00	37073	NIL	NIL	Excess fuel consumption due to poor efficiency of plant	X	This claim has been dealt along with claim No.6 earlier.	Claim No. 6 is the preceding claim in this compilation.
Loss of material due to faulty Hot Mix Plant supplied by Department	D/O Cooch Behar Aerodrome in N.E. Region.	Contractor's Claim No. 08.00	36000	NIL	NIL	Claimant claims for loss of material due to faulty Hotmix Plant.	X	No complaint for the same lodged, nothing is held payable.	X
Infructuous expenditure on establishment.	D/O Cooch Behar Aerodrome in N.E. Region.	Contractor's Claim No. 09.00	186955	NIL	35500	Claim for extra expenditure on establishment due to delay.	X	Due to delay cost index increased, hence claim partly awarded.	Extra establishment expense beyond escalation clauses!
Compensation for additional expenditure for working beyond Stipulated period.	D/O Cooch Behar Aerodrome in N.E. Region.	Contractor's Claim No. 10.00	206496	NIL	NIL	Claim for working in extended period.	X	Claim has been dealt along with claim No.9 earlier.	Compensation allowed (included in claim 9) beyond escalation clause!
Compensation for wastage of time of officers.	D/O Cooch Behar Aerodrome in N.E. Region.	Department's Claim No. 03.00	50000	NIL	NIL	X	Claims for invaluable time wasted due to delay.	Claim is held untenable. No proof of exclusive staff on work	X

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
On account of damages.	D/O land for Shakti Sthal.	Contractor's Claim No. 15.00	25000	NIL	NIL	Damages incurred during execution.	No damage incurred during execution of work by claimants.	Similar claim already allowed under claim 3; so nil award.	Claim No. 3 is the preceding claim.
For damages sustained due to breach of contract by Respondent.	Demolition of Super structure & approaches to bridge	Contractor's Claim No. 42.00	15000	NIL	NIL	Hindrance attributable to Department delayed the work.	Slow progress and non compliance of Cl.19 & 36 by Contractor.	Time no more essence. Rights not Reserved. New Target date not fixed.	X
Delay for non-issue of government stores.	East/West/Central Block Med. College, Goa Ph II	Contractor's Claim No. 01.00	87900	NIL	NIL	Claim for non-issue of stores.	Slow progress, insufficient labour, non-procurement of bricks.	Delay generally attributable to claimant only.	Clause 10 also does not contemplate any compensation for this delay. Claim is listed under Clause 10 also as it has some relevance with that clause.
Compensation for delay of 3 years and 7 months.	East/West/Central Block Med. College, Goa Ph II	Contractor's Claim No. 02.00	387000	NIL	NIL	For loss due to delay in drawings & frequent change of decisions	Slow progress, insufficient labour, non-procurement of bricks	Delay generally attributable to claimant only.	X
Claim for increase in rates during prolonged period.	East/West/Central Block Med. College, Goa Ph II	Contractor's Claim No. 04.00	720000	NIL	36000	Escalation in rates due to prolongation of completion time.	Slow progress, insufficient labour, non-procurement of bricks.	Breaches by Department during stipulated period. Cost index increased. Hike justified @ 4% of work done after stipulated date of completion.	Hike allowed without reference to 10C/10CC!

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Compensation for machinery, T&P during prolonged period.	East/West/Central Block Med. College, Goa Ph II	Contractor's Claim No. 05.00	387000	NIL	10000	Claim for longer use of machinery and T&P etc.	Slow progress, insufficient labour, non-procurement of bricks.	Breaches by Department during stipulated period. Cost index increased.	X
Compensation due to extension of bank guarantee.	East/West/Central Block Med. College, Goa Ph II	Contractor's Claim No. 09.00	48500	NIL	NIL	For expense on extension of bank guarantee due to prolongation.	Contractor responsible for delay.	Extension at the behest of claimant. Department not responsible.	X
Wrongful withholding of electricity charges.	Extension of Bangla Desh pavilion at Pragati Maidan	Contractor's Claim No. 01.10	3800	NIL	NIL	No electricity was supplied	Electricity was supplied by TFAI.	Claim not justified	If TFAI supplied electricity, why should the department recover that is not clear unless the recovery was for the purposes of payment of TFAI bills. And if so, this needed to be clearly mentioned!
For loss of business due to breach of contract.	Extension of f/counter & Instn. of EPBAX of 200 Ins.	Contractor's Claim No. 02.00	20000	NIL	NIL	Due to breaches	X	Claim is not justified; hence no award.	X
For cost of idle men & other expenditure.	Extension of f/counter & Instn. of EPBAX of 200 Ins.	Contractor's Claim No. 03.00	5000	NIL	NIL	For idle labour etc.	X	Claim is not justified; hence nil award.	X
For advance paid to suppliers and labour.	Extension of f/counter & Instn. of EPBAX of 200 Ins.	Contractor's Claim No. 04.00	5000	NIL	NIL	Advance to suppliers etc.	X	Claim is not justified; hence nil award.	X

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Claim for delay in supply of bitumen	Extension of runway 05/23 & strengthening work at Mohanbari	Contractor's Claim No. 05.00	240000	NIL	NIL	Short supply of bitumen resulting in one shift working	Respondents insisted on one shift work for better quality control.	No condition in contract for working in two shifts.	In effect the claim seems to be for permission having not been given for working in two shifts, though it is preferred in the garb of delay in supply of bitumen!
Non allotment of quarry with approach road	Extension of runway 05/23 & strengthening work at Mohanbari	Contractor's Claim No. 07.00	1269000	NIL	NIL	Quarry allotted 5Km upstream which was undeveloped. Extra cost involved	No condition for allotment of specific quarries.	Permit not returned. No evidence of extra cost.	X
Idle retention of machinery	Extension of runway 05/23 & strengthening work at Mohanbari	Contractor's Claim No. 09.00	791231	NIL	39000	Machinery had to be kept idle. Hence this claim	T&P/Machinery was used on some other works and was not idle.	Site not given, machinery remained idle. Claim justified	Department's delay in allotting other work ?
On account of delay caused by Department.	Goa Medical College, Goa.	Contractor's Claim No. 01.00	135000	NIL	NIL	Delay on the part of the Department.	Delay by Contractor in arranging centering/shuttering etc.	No breach by Department. Time set at large. No right reserved.	X
Delay of 9 months 12 days attributed to the Department.	Goa Medical College, Goa.	Contractor's Claim No. 06.00	84600	NIL	NIL	Loss caused due to delay by the Department.	Delay by Contractor in arranging centering/shuttering etc.	No breach by Department. Time set at large. No right reserved.	X

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Extra expenditure due to bank charges & due to low rate of interest.	Goa Medical College, Goa.	Contractor's Claim No. 07.00	14550	NIL	NIL	Claim for cover amount of bank guarantee in bank at low interest.	Extension of Bank guarantee at the behest of claimant.	No delay by Department. Respondent not liable. Time set at large	Arbitrator refers findings on claim 1 (the claim before the preceding claim in this compilation) for damages by contractor.
Claim due to various breaches and delay by Department.	Goa Medical College, Goa.	Contractor's Claim No. 08.00	320000	NIL	NIL	Compensation claimed for delay and various breaches by department.	Delay by Contractor in arranging centering/shuttering etc.	No breach by Department. Time set at large. No right reserved.	X
For keeping machinery idle.	Groyne wall to protect Sea shore Mahabalipuram.	Contractor's Claim No. 01.00	6727500	NIL	50000	Payment not made in time, work not allowed round the clock.	Contractor started work late, T&P & labour was not adequate.	Slow progress. Compensation for idle machinery be made.	X
Reimbursement of unrecovered Advance to skilled workers.	Groyne wall to protect Sea shore Mahabalipuram.	Contractor's Claim No. 02.00	100000	NIL	NIL	Claim for unrecovered advances given to skilled workers.	Contractor could have recovered the advances.	During the execution advance payment could be recovered.	X
Loss of interest for 3 yrs. 3 months & bank charges for B/Guarantee	Groyne wall to protect sea shore Mahabalipuram.	Contractor's Claim No. 03.00	162000	NIL	NIL	Interest loss & bank charges for keeping B/G alive for extra period.	Delay by contractor.	No notice & no proof of loss. Hence nil award.	Amount claimed 1,62000 in Statement of facts & reduced to 109241 in rejoinder.

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Compensation due to prolongation of contract.	Lab. at CLI Bombay SH: Superstructure.	Contractor's Claim No. 03.00	50000	NIL	NIL	Claim for undue prolongation.	X	Drawings up to 2nd floor supplied. Electrical contractor's hindrance not appreciable. After stipulated period also delay by both.	X
Expenditure incurred for extension of bank guarantee for Security Deposit	Lab. at CLI Bombay SH: Superstructure.	Contractor's Claim No. 05.00	2000	NIL	400	Due to delay in payment of final bill guarantee extended.	X	Claimant entitled for Rs 400 as per evidence produced.	X
Claim for infructuous expenditure.	National Museum Building - underground sump	Contractor's Claim No. 03.00	96000	NIL	35000	Expenditure incurred on idle labour and establishment.	Did not work in stipulated period. Should have mitigated loss	Allowed salary-1 part time engineer, 2 chowkidars, idle labour	X
Damages and losses due to delay.	National Museum Building - underground sump	Contractor's Claim No. 04.00	85000	NIL	NIL	Loss of profit - illegal rescission & extra bailing out water.	No notice under section 55 of Indian Contract Act.	claim not referred. Infructuous expenses, 10CC already allowed.	X
Damages	Officers accommodation for BSF Jodhpur.	Contractor's Claim No. 11.00	15000	NIL	NIL	X	X	Rights not reserved. Work done with mutual consent. Rejected.	X
Claim for refund of earnest money	P/F grill fencing on boundary of Jaipur House	Contractor's Claim No. 01.00	11523	NIL	10371	Site & drawings were not made available.	Award letter was issued. The contractor did not start work.	Contractor amended the tender. 10% of earnest money is to be forfeited.	A case of amendment to tender before award of work.
Claim for expenses incurred	P/F grill fencing on boundary of Jaipur House	Contractor's Claim No. 02.00	140000	NIL	NIL	Claim for establishment, materials etc. arranged	Work not started.	No intention to start the work. Claim rejected.	X

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Increase in cost of work.	Permanent Terminal Building at Dabolim Airport, Goa.	Contractor's Claim No. 09.00	390000	NIL	52500	Delayed due to change in decision in elevation, flooring etc.	Claimant did not complete in time so rates increased.	In view of findings under claim 1, delay partly by Respondents.	Claim No. 1 is listed under clause 2.
Increase in overheads of staff due to delay.	Permanent Terminal Building at Dabolim Airport, Goa.	Contractor's Claim No. 10.00	75000	NIL	21000	Respondents did not pay alleging late completion.	Claimant not entitled.	Claimant entitled for Rs. 21000 due to increase in cost & overheads.	X
Refund of plus declaratory award taxes/levies imposed.	Providing temporary accommodation for NSG at Manesar.	Contractor's Claim No. 06.00	4000	NIL	NIL	X	X	Nothing extra is payable as per Supreme Court decision.	X
Wages of idle labour.	Quarters for Income Tax, Jaipur. (Electrical work)	Contractor's Claim No. 06.00	15500	NIL	NIL	X	X	No proof and not demanded in time. Hence nil award.	X
Wages for watch man beyond stipulated period.	Quarters for Income Tax, Jaipur. (Electrical work)	Contractor's Claim No. 07.00	20000	NIL	NIL	Cost of watch and ward beyond stipulated date of completion.	X	Muster rolls not produced. Details are contrary. Nil award.	X
General increase in cost.	Quarters for Income Tax, Jaipur. (Electrical work)	Contractor's Claim No. 08.00	9250	NIL	NIL	General increase in cost @ 10% over agreement rates.	X	Not demanded at appropriate time; so not justified.	X
Under claim 7(a)- Compensation for damages.	Renovation of Rooms of L&M block M/O Defence Phase III.	Contractor's Claim No. 06.00	20000	NIL	NIL	X	X	Claim not substantiated. Hence nil award.	X

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Idle establishment & T&P due to frequent change in decision	Renovation of toilets Shastri Bhawan - Gate 5	Contractor's Claim No. 04.00	16000	NIL	NIL	Idle establishment and T & P.	X	Claim not justified.	X
Idle establishment & T&P due to frequent change in decision	Renovation of toilets in Shastri Bhawan - Gate 6 & 7	Contractor's Claim No. 03.00	22000	NIL	NIL	Idle establishment and T & P.	X	Claim not justified.	X
Claim for prolongation of contract due to breaches by Department.	Renovation of toilets in Shastri Bhawan - Gate 6 & 7	Contractor's Claim No. 06.00	45000	NIL	NIL	Claim for prolongation due to breaches.	X	Claim not justified.	X
Claim for prolongation of contract due to breaches by Department	Renovation of toilets Shastri Bhawan - Gate 5	Contractor's Claim No. 07.00	30000	NIL	NIL	Claim for prolongation due to breaches.	X	Claim not justified.	X
Extra expenditure incurred during enlarged period.	Res/Non res. buildings for CRPF at Gauhati - 128 type I	Contractor's Claim No. 03.00	250000	NIL	134700	Extra expenses on salaries establishment during enlarged period.	X	Department did not supply drawing/material in time. Claim justified.	Unusual. Engineer was not employed elsewhere ?
Loss of earning capacity of machinery.	Res/Non res. buildings for CRPF at Gauhati - 128 type I	Contractor's Claim No. 05.00	275000	NIL	NIL	Loss of earning capacity of T&P during the prolonged period	X	Claimant could have mitigated loss by alternative use	X
Claim for damages on account of prevented gain.	Residential Qtrs. for CPWD maintenance staff, Trivandrum	Contractor's Claim No. 01.00	262353	NIL	17700	Internal works were continued till completely stopped.	Curtailment in the work is under clause 13.	Claimant was kept in uncertainty, willing to do work.	X

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Damages for centring and shuttering perished at site.	Residential Qtrs. for CPWD maintenance staff, Trivandrum	Contractor's Claim No. 02.00	162000	NIL	8000	Shuttering left at site perished when Department stopped work.	Approx.200 Sq.m. of shuttering left erected at site.	Due to suspension & uncertainty, shuttering not removed.	X
Damages on account of Salary of engineer, site agent, watchman.	Residential Qtrs. for CPWD maintenance staff, Trivandrum	Contractor's Claim No. 03.00	60500	NIL	10500	Damages-salaries etc. during the extra period of 22 months.	Contractor was not allowed in the premises after 31.3.85.	Staff not engaged. Can mitigate losses. Award 500 per month for 21 months.	X
Damages for retainer & compensation to 15 skilled workers.	Residential Qtrs. for CPWD maintenance staff, Trivandrum	Contractor's Claim No. 04.00	30600	NIL	NIL	Claim for workers becoming idle after order to stop work.	No idle labour, no notice. Labour did internal work.	No occasion for idle labour, no notice. Hence claim rejected.	X
Work done before rescission & washed away.	Restoration of bridge on Pathankot Jammu Rd.	Contractor's Claim No. 01.00	72000	NIL	7200	Claim for diversion bund which was washed away in floods.	Not entitled to payment for flood damage as per terms of agreement.	Design by Department. Quantum not denied. Safe bund level not given.	Award despite specific agreement conditions!
Loss due to flood and lapses of Department.	Restoration of bridge on Pathankot Jammu Rd.	Contractor's Claim No. 02.00	306235	NIL	50000	Bund failed due to heavy rains, causing loss of T&P etc.	No payment for loss due to floods as per conditions of agreement.	Details not refuted. Some T&P may be salvaged. Awarded partly.	Department held responsible? Not contractor!
On account of damages.	S/R to G Type Qrs. - SH: Replacement of shutters.	Contractor's Claim No. 03.00	6000	NIL	NIL	Claim on account of damages limited to 10%.	X	Claim not justified.	X
Loss suffered for non availability of site.	S/R to L&M Blocks - SH: Renovation of rooms, verandahs under Ph. IV	Contractor's Claim No. 15.00	51600	NIL	NIL	X	X	Site not available but work not taken up earnestly. No award.	X

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Withheld amount pending inspection by competent authority.	Site preparation for installation of NIC computer, Pune	Contractor's Claim No. 03.00	Not specified	NIL	NIL	Claimed 10000/- but not included in statement of facts.	(Department has already paid)	Not included in statement of facts. Department has paid.	Amount paid before award. Frivolous claim! Or, may be the department paid during the period when proceedings had already commenced!
Extra due to non allotment of proper quarry.	Strengthening of runway at Doom Dooma	Contractor's Claim No. 03.00	705000	NIL	NIL	Permit not from Dali Ghat. 5Km away and undeveloped. Higher cost had to be incurred.	No specific quarry mentioned in terms of agreement. Permit was for quarry from Namrup itself.	Permit not returned. No proof of extra cost/purchase.	Dali Ghat is said to be in Namrup area itself.
Cost of security guard & staff.	Super structure balance work of Nizam Palace, Calcutta.	Contractor's Claim No. 04.00	140000	NIL	21000	Claims for providing security guard & staff for buildings.	X	Department did not take possession for 14 months after completion.	7000/-for office expenses + pay of two chowkidars @ 500/-p.m. allowed
Maintenance of building during 14 months for not taking over	Super structure balance work of Nizam Palace, Calcutta.	Contractor's Claim No. 05.00	84000	NIL	14000	Claims for maintenance cost for delayed taking over of bldg.	X	For upkeep of building 1000/-p.m. awarded in favour of claimant.	X

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Compensation for increase in cost & various changes.	Terminal Building, Dabolim Airport, Goa	Contractor's Claim No. 09.00	390000	NIL	52500	Delay by Department. Infructuous cost of establishment. Cost increased.	X	Delay generally due to respondent. Entitled to increase on 350000.	Arbitrator refers to hike in Cost Index but not to reservation of rights! Further, this claim could be listed under escalation clauses but since a general hike is allowed and not escalation under the agreement clauses, this is listed under general claims.
For engagement of technical staff & overheads in prolonged period.	Terminal Building, Dabolim Airport, Goa	Contractor's Claim No. 10.00	75000	NIL	21000	Delay by Department. Infructuous cost of technical establishment.	X	Delay generally due to respondent. Entitled to 7000/- per month.	X
Compensation for increase in prices.	Weigh-Bridge Hall IILM at Kauke, Ranchi.	Contractor's Claim No. 03.00	158900	NIL	NIL	Work delayed due to late issue of drawing/ layout/ Government material.	Work was rescinded after issue of show cause notices.	Most of work done up to 1980 without hindrance by Respondent.	No party appears to refer to escalation clauses!
Compensation for idle establishment due to prolongation.	Weigh-Bridge Hall IILM at Kauke, Ranchi.	Contractor's Claim No. 04.00	254000	NIL	13800	Late issue of drawing & layout & Government material/St. steel	Contractor delayed the work. Contract was rescinded after issue of show cause notice.	On principle of mitigation of loss, claimant awarded 13800/-.	X
Loss of profit on unexecuted portion of work.	Weigh-Bridge Hall IILM at Kauke, Ranchi.	Contractor's Claim No. 06.00	18036	NIL	NIL	Claim for loss of profit.	X	Profit by claimant was unlikely. Loss could be mitigated.	X

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
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Claims that were clubbed by the arbitrator and disposed off through a common decision without discussing merits of the claims individually and which can not be isolated for the purposes of categorisation in this compilation

(Claims not identified against any particular clause as arbitrator clubbed several claims and gave a combined decision)

Claim 1, 3, 4, 5, 6, 7, 8, 9 & 11 to 21.	P/F fencing at Lodi Estate, Janpath, Talkatora, Tinmurty	Contractor's Claim Nos. 01.00, 03.00, to 09.00, and 11.00 to 21.00	Not specified	NIL	NIL	X	X	Not justified.	These claims were adjudicated through a common decision. Details are not given in award. Reasons for rejection are also not available.
Work short paid /risk & cost /Security Deposit /Compensation.	Renovation of Hyderabad House at K.G. Marg - SH: Disposal of Rubbish	Contractor's 5 Claims on issues shown in the column for claims	27703	NIL	5873	X	X	Rs. 5873 awarded.	These claims were adjudicated through a common decision. Individual details are not given in award. Reasons for acceptance and/or rejection are also not available.

Claims for refund of rebates offered by the contractors subject to certain pre conditions such as timely payment etc.

(Claims relating to recovery of conditional rebates)

Total number of claims 21 (All the 21 claims were made by contractors)
Success in financial terms 59.42% for contractors.

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
<p>Making of monthly payments is an obligation of the Department. In order however, to ensure that the department performs this obligation, there is a tendency of the contractors to offer a rebate on the billed amount if the running payments are made in accordance with the prescribed schedule. There are many instances wherein the departmental officers obtain an undertaking from the contractors to allow them to avail of the rebate even though the payments are delayed. The contractors then go to arbitration claiming that the undertakings were given by them under coercion of their payments being further held up. Claims of this nature do not emanate from any of the standard clause of the contract but arise from the accepted term of the offer. Such claims are listed under this category.</p>									
Refund of rebate.	12 Type I, 16 Type II Qrs. for Central Excise at Durgapur (W.B.)	Contractor's Claim No. 03.00	10000	NIL	9031	Refund of Rs. 10000 on account of rebate due to late payment of Running bills.	X	Award for Rs. 9031 in favour of claimant since condition was not complied.	X
Rebate of 1% - refund of.	122 Quarters for AG, Jaipur.	Contractor's Claim No. 06.00	2004	NIL	800	Timely payment not made, so rebate not recoverable.	Monthly payment not made when work done was less than 5000/-	There is no condition of 5000 but rebate was not refuted by claimant. Partly allowed.	X
Refund of excess recovery of rebate.	2 Type V Qrs. for CRPF Rambag, Srinagar.	Contractor's Claim No. 11.00	7941	NIL	NIL	Rebate offered on tendered amount not admissible.	In award letter both rebate as well as Clause 12 percentage were shown.	Recovery beyond Clause 12 not proved; hence nil award.	X
Refund of rebates deducted	20 Nos. Income Tax Qrs. at Calcutta - Replacement of Roof.	Contractor's Claim No. 02.00	1000	NIL	1000	Claim for rebate deduction which was made without fulfilling condition.	Claimant voluntarily extended validity.	Claimant gave extension under coercion. Department not entitled for rebate, hence award.	Many a times contractors give extension for payment. This if contested later, as being given under coercion, due to payments held up, is likely to be accepted by the arbitrators.

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Refund of rebate.	20 Nos. Type III Qrs. for Central Excise at Durgapur (W.B.)	Contractor's Claim No. 03.00	20600	NIL	20043	Claims for refund of rebate since Running Account bills paid late.	X	Condition of rebate not complied by Respondents; hence award.	X
Rebate on Running bills @ 1.5%.	24 Type I and 16 Type II Qrs. for BSF Singpura (J&K).	Contractor's Claim No. 02.00	53525	NIL	1000	Running payments not made timely.	Payments not made in non working season. Not much amount was due.	Default only in a few months. Condition substantially complied.	X
Rebate on final bill.	24 Type I and 16 Type II Qrs. for BSF Singpura (J&K).	Contractor's Claim No. 03.00	35683	NIL	35683	Final payments not made within 6 months of completion.	X	Condition not complied. Respondents not entitled to rebate.	X
Refund of rebate.	4 Type I, 12 Type III Qrs. for Central Excise at Durgapur (WB)	Contractor's Claim No. 03.00	3000	NIL	2862	Claims for rebate for non payment of Running Account Bill timely.	X	Bills were not paid regularly by Department; hence award.	X
For refund of amount recovered under the garb of rebate.	Additional 2 floors on rear Unit of Pathology Block, MAMC.	Contractor's Claim No. 13.00	25000	NIL	NIL	R.A. Bill not paid monthly. So recovery of rebate unjustified.	Paid monthly. In a few cases consent was given. Final bill paid within 6 months.	Delayed Running Account bills accepted with rebate/consent; hence no award	It appears that plea of consent under coercion may not have been taken!
Refund of rebate	C/O Compound wall & Gate at CHZ Agra	Contractor's Claim No. 01.00	5112	NIL	5112	R/A bills and final bill not paid in time	X	Claimant is entitled for refund of rebates	X
Recovery of rebate.	D/O Cooch Behar Aerodrome in N.E. Region.	Contractor's Claim No. 03.00	8203	NIL	8139	No regular payment was made as per terms & conditions.	X	No regular payment was done; hence award.	X
Unlawful rebate.	D/O land for Shakti Sthal.	Contractor's Claim No. 17.00	2588	2496	2496	Claim for deduction of unlawful rebate.	X	Final bill paid late, so deduction not justified.	X

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Wrongful recovery of rebate.	Extension of Bangla Desh pavilion at Pragati Maidan	Contractor's Claim No. 02.00	2120	NIL	NIL	wrongful recovery of rebates.	X	No details filed. Claim not substantiated. Can not be quantified.	Claim appears to have been lost due to default in producing evidence.
Refund of rebate for timely supply of bitumen.	Extension of runway 05/23 & strengthening work at Mohanbari	Contractor's Claim No. 06.00	40000	NIL	40000	Bitumen not supplied in time. Rebate not admissible.	Bitumen supplied in time. Rebate admissible as per contract	Respondent chose one shift work; not entitled to rebate.	Not quite convincing unless there was a specific condition for allowing more than one shift working, which does not appear to be the case.
Unjustified deduction of rebate.	General Pool Accommodation at Vasant Vihar DLH. - Premix Carpeting	Contractor's Claim No. 03.00	3000	NIL	NIL	Claim for not paying R.A. bill in time.	X	Delay in payment was marginal; hence claim not justified.	X
Refund of rebate @ 2.5 percent.	Permanent Terminal Building at Dabolim Airport, Goa.	Contractor's Claim No. 03.00	134915	NIL	89467	X	X	Two third of the rebate availed be refunded.	X
Unjustified reduction of rebate.	Providing steel railing around National Medical Library.	Contractor's Claim No. 03.00	12000	NIL	NIL	Claim is for unjustified deduction of 2.9% rebate.	X	Claim not justified and nothing awarded.	X
Refund of rebate for monthly payment.	Quarters for Income Tax, Jaipur. (Electrical work)	Contractor's Claim No. 01.00	1507	NIL	800	Monthly R.A. payment not made, rebate to be refunded.	Work done less than Rs. 5000 in a few months; hence not paid.	Regular monthly payments not made. At times work may be less	Arbitrator relies on presumption that the work might be less in some months and allows part claim!

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Refund of rebate claimed @ 1.5%	S/R to L&M Blocks - SH: Renovation of rooms, verandahs under Ph. IV	Contractor's Claim No. 14.00	11095	NIL	NIL	X	X	R.A bills generally paid in time. For final bill voluntary extension was given.	Generally extension is given by contractors as there is hardly any alternative available to them. However, in this case coercion does not seem to have been pleaded.
Refund of 2½ % rebate	Terminal Building, Dabolim Airport, Goa	Contractor's Claim No. 03.00	134915	NIL	89467	Conditional rebate on non deletion of some items. During execution these items reduced substantially. Hence no rebate is admissible.	X	Substantial reduction despite over all increase in work. Economy of scale not available. Hence 2/3 claim amount is allowed.	X
Illegal recovery of rebate for monthly payment.	Weigh-Bridge Hall IILM at Kauke, Ranchi.	Contractor's Claim No. 05.00	4009	NIL	2005	Recovery of rebate not justified.	X	Condition of rebate not complied on occasions, hence award.	X

Claims for payment of interest on amounts due or considered to be due

Total number of claims 94 (All the 94 claims were made by contractors)

Success rate In 69 claims, interest at the rate ranging from 12% to 18% was awarded in favour of contractors.

The old Contract Form as well as the new CPWD Contract Form of 1995 do not provide for payment of interest on the amounts due and/or on the award amount. Payment of interest had been an issue which did not have indisputable clarity. Contesting parties and the arbitrators used to rely on court decisions and give their own interpretation. Most of the arbitrators allowed future interest, some allowed pre suit and pendente lite interest too. The rate of interest allowed also showed a wide variation. Some arbitrators held the view that they had no powers to award pendente lite interest, yet there were others who allowed this also as would be observed from the awards listed below.

The Arbitration Act of 1996 puts all such arguments at rest and specifically provides in Section 31 that unless otherwise agreed by the parties, the award may include a suitable interest on whole or a part of the award, at the discretion of the arbitrators, from the date on which the cause of action arose to the date of award. Payment of interest from the date of award is now mandatory under this clause.

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Claim for Interest @ 18%.	12 Nos. type V Staff Qtrs. for AG(AP), Hyderabad.	Contractor's Claim No. 02.00	X	X	X	Pre suit, pendente lite and future interest @ 18% is claimed.	X	Pre suit : No case. Pendente lite: no power. Future award 18%.	X
Claims for bank interest @ 18% till date of payment.	12 Type I, 16 Type II Qrs. for Central Excise at Durgapur (W.B.)	Contractor's Claim No. 10.00	X	X	X	Interest demanded pre suit, pendente lite & for future period.	X	Future interest @ 12% per annum allowed to claimant.	X
For Interest on delayed payment @ 18%.	12 Type II, 2 Type III, 2 Type IV Qrs. for BSF at Ferozepur.	Contractor's Claim No. 14.00	X	X	X	Claim for interest due to delay in payments.	X	Pre suit interest allowed @ 14% (i.e. Rs. 39543 awarded).	X
Refund of Security Deposit - interest due to late refund.	122 Quarters for AG, Jaipur.	Contractor's Claim No. 01.00	X	X	X	Only interest of Rs 113/- is claimed on security, due to its late refund.	X	No award as claim for interest not referred.	X
Interest @ 24%	122 Quarters for AG, Jaipur.	Contractor's Claim No. 10.00	X	X	X	X	X	12% simple future interest allowed.	X
Interest 21% P.A.	2 Nos. Type V Qrs. for I. Tax & Central Excise at Altoporvorim.	Contractor's Claim No. 16.00	X	X	X	Claim for pre suit & future interest.	X	Future interest @ 12% is awarded.	X
Pendent lite interest @ 21% P.A.	2 Nos. Type V Qrs. for I. Tax & Central Excise at Altoporvorim.	Contractor's Claim No. 17.00	X	X	X	Claim for pendente lite interest.	X	Arbitrator has no powers. Claim rejected.	X
Interest on Rs.37408 @ 15% for 7 years.	2 Type V Qrs. for CRPF Rambag, Srinagar.	Contractor's Claim No. 10.00	X	X	X	Pre suit interest (Rs 39376/-) claimed	X	In the absence of notice, claim not justified.	X

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Interest pre suit.	20 Nos. Income Tax Qrs. at Calcutta - Replacement of Roof.	Contractor's Claim No. 05.00	X	X	X	Claimant claimed interest. (Claim Rs 59706/-)	X	Only future interest @ 12% per annum is awarded.	X
Interest @ 18% P.A.	24 Type II & 16 Type III Qrs. for IBM at Margoa, Goa.	Contractor's Claim No. 13.00	X	X	X	Claim for pre suit & future interest @ 18%.	X	Pre suit & future interest allowed @ 12%.	X
Interest on amount due as pre suit, pendente lite & future	345 Type II and 240 Type I Qrs. - SH: Premix carpeting	Contractor's Claim No. 05.00	X	X	X	Claimant claims Interest of 20% .	X	Arbitrator awards 12% simple future interest on amount awarded.	X
Interest @ 21% pre suit, pendente lite & future.	56 Qtrs. for I. Tax & Central Excise, Hubli	Contractor's Claim No. 30.00	X	X	X	Claim for interest from Feb, 86.	X	Pre suit (from 1.1.87) & future interest awarded @ 12% .	X
Interest.	704 Qrs. including Development of site at Salt Lake - SH: Compound wall	Contractor's Claim No. 07.00	X	X	X	Claims interest @ 12% P.A. on due amount.	X	Pre suit interest on EMD @ 12%. No future interest. Adjustment allowed	Linked to amount due to Department in other case. So no future interest allowed.
Interest on delayed payments.	8 Type III Qrs. at CJIL Agra.	Contractor's Claim No. 04.00	X	X	X	Payment delayed; so interest of Rs 22800/- claimed.	Not admissible.	No notice given; so not justified.	X
Interest on security deposit.	8 Type III Qrs. at CJIL Agra.	Contractor's Claim No. 05.00	X	X	X	Interest on security deposit not refunded. (Claim Rs 10000/-)	Security Deposit was in the shape of FDR. So contractor got the interest	Calculations not given to substantiate; hence nil award.	X
Interest pending litigation @ 19.5%.	8 Type III Qrs. at CJIL Agra.	Contractor's Claim No. 09.00	X	X	X	X	X	Nil award given.	X

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Interest claimed @ 18%.	8 Type IV & 8 Type I Qrs. for IBM at Nargoa.	Contractor's Claim No. 06.00	X	X	X	Claim for interest	X	12% pre suit & future simple interest allowed.	X
On account of interest pre suit & pendent lite.	875 HUDCO Qrs. Earth disposal from Rd.7 to Rd.1	Contractor's Claim No. 04.00	X	X	X	The claim is for interest on both pre suit & pendent lit.	X	Awarded in favour of claimant - 12% simple future interest on award amount.	X
18% interest on above claim pre suit	A/A in Krishi Bhawan - Renovation of bathrooms in B,C,F	Contractor's Claim No. 02.00	X	X	X	Claim for interest (Claim Rs 31478/-)	X	12% future interest allowed.	X
Interest on Security Deposit pre suit, pendente lite	A/A in Krishi Bhawan - Renovation of bathrooms in B,C,F	Contractor's Claim No. 04.00	X	X	X	Interest amount claimed Rs 4843/	X	12% future interest awarded.	X
Interest @ 18% on claims pendente lite, pre suit	A/A in Krishi Bhawan - Renovation of bathrooms in B,C,F	Contractor's Claim No. 05.00	X	X	X	Claim for interest Rs 31478/-	X	12% future interest allowed.	X
Interest from the date of completion to the date of payment.	Additional 2 floors on rear Unit of Pathology Block, MAMC.	Contractor's Claim No. 31.00	X	X	X	Claimed interest @ 18% P.A. from date of completion to payment	X	Simple interest of 14% from the date of award is allowed.	X
Interest	Auditorium for AICRP at Kodaikanal, Hyderabad.	Contractor's Claim No. 02.00	X	X	X	Claimant claimed interest @ 18%	X	Pre suit: No case. Pendent lite: No power. Future @ 12% awarded	X
Interest on the amounts	Barbed wire fencing with gates at HBS, Paraliar	Contractor's Claim No. 08.00	X	X	X	Interest claimed.	X	12% future interest awarded from the date of award.	X

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Interest on various claims from 1.2.91 to date of payment.	Buildings for Central Tobacco Board, Jamgareddyguden	Contractor's Claim No. 08.00	X	X	X	Claim 25% compensation for items under various claims.	X	Future interest awarded 12% on award amount.	X
Interest on amounts of counter claims.	Buildings for Central Tobacco Board, Jamgareddyguden	Department's Claim No. 05.00	X	X	X	X	Claimed 25% compensation on counter claims amount.	Claim rejected.	X
Interest on claimed amount.	C/O 112 Type III Qrs. in GP at Salt Lake.	Department's Claim No. 04.00	X	X	X	X	Claimed interest	Simple future interest @ 12% P.A. on award amount.	X
Claim on account of Interest.	C/O 24 Type D Qrs. for NIRD, Hyderabad.	Contractor's Claim No. 02.00	X	X	X	Claimed 18% interest pre suit & future.	X	Awarded 12% future interest only on award amount.	X
Pre suit and pendente lite interest @ 24%	C/O A.C. Plant Room for Instt. of Pathology.	Contractor's Claim No. 06.00	X	X	X	Interest claimed	X	Claim not justified.	Details not given
Claim for interest pre suit & pendente lite	C/O Athletic stadium for Asian Games 1982, Lodi Road.	Contractor's Claim No. 29.00	X	X	X	12% interest on all claims	X	12% future interest on the award amount allowed.	Arbitrator accepts, he has no power for pendente lite interest
Interest @ 18%P.A. from the date payments were due.	C/O BS Fencing on Punjab Border in Derababa Nanak.	Contractor's Claim No. 08.00	X	X	X	Claim for interest @ 18% from the date payments were due.	X	Allowed pre suit interest @ 12% (Rs.11,000/-) & future @ 14%.	X
Claim for interest at 24% pendent lite	C/O Compound wall & Gate at CHZ Agra	Contractor's Claim No. 06.00	X	X	X	Pendente lite interest as per section 7A of first schedule	Payment was not delayed by respondents	Simple interest @ 12% awarded.	Pendente lite interest allowed!

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Pendente lite interest @ 18% per annum..	C/O Hr. Sec. School at Turkman Gr. Bulbuli Khana, DLI	Contractor's Claim No. 02.00	X	X	X	Claim for pre suit, pendente lite & future interest @ 18%	X	Not justified hence; nil award.	X
Claim for interest	C/O JCO mess and accommodation i/c internal water supply	Contractor's Claim No. 06.00	X	X	X	Claim 21% interest	X	Awarded 12% future interest on award amount.	X
Claim for interest @ 21%.	C/O JCO mess and accommodation i/c internal water supply	Department's Claim No. 04.00	X	X	X	X	Claim for interest on the amount of counter claims.	Claim rejected.	X
Interest claimed at the rate of 18%	C/o Museum at Janpath, New Delhi - Water proofing	Contractor's Claim No. 04.00	X	X	X	Interest claimed @ 18% from date of first notice to decree.	X	Future 12% interest allowed.	X
Claim on account of Interest.	C/O of Residential Qrs. for ESIC at Hyderabad.	Contractor's Claim No. 02.00	X	X	X	Claimant claimed 18% interest pre suit, pendente lite & future	X	Pre suit: No case; Pendente lite: No power; Future awarded @ 12%.	X
Interest.	C/O Residential Accommodation in GP at Gachibowli.	Contractor's Claim No. 11.00	X	X	X	Claimed interest @ 21% from 1st June, 86 to actual payment	X	Awarded 12% simple interest on award amount (pre suit & future).	X
Interest.	C/O Residential Accommodation in GP at Gachibowli.	Contractor's Claim No. 12.00	X	X	X	21% interest on claim amount - pendente lite and future.	X	No power for pendente lite. 12% future interest on award amount.	X
Pendent lite Interest.	C/O School Building & Staff Qrs. a K.Vidyalaya, Trichur	Contractor's Claim No. 03.00	X	X	X	Claim for interest @ 17%	X	Case law settled in Supreme Court in this regard. No award.	X
Interest @ 18%.	C/O School of Social Science at JNU, New Delhi.	Contractor's Claim No. 10.00	X	X	X	X	X	Simple future & pendente lite interest @ 12% awarded.	Pendente lite interest allowed!

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Interest @ 15% P.A.	C/O Service Rd. & Footpath along Road No. 5C Masjid Moth	Contractor's Claim No. 16.00	X	X	X	Claims interest @ 15% P.A. for award of pre suit/pendente lit.	X	12% simple interest allowed on award amount.	X
Interest for delay in running bill & award amount.	Control Tower at Civil Aerodrome Behala (Balance Work)	Contractor's Claim No. 05.00	X	X	X	interest on delayed R.A. Bill payment & award (Claim Rs 39163/-)	X	No delay. No case for pre suit interest. Pendente lite inadmissible.	X
Interest on award.	Control Tower at Civil Aerodrome Behala (Balance Work)	Contractor's Claim No. 06.00	X	X	X	Claims interest @ 18%P.A. from the date of making award.	X	Claimant is awarded interest @ 12% P.A. from the date of award.	X
Interest on claim amount & award amount.	D/O Cooch Behar Aerodrome in N.E. Region.	Contractor's Claim No. 12.00	X	X	X	Claims interest on blocked & award amount @ 18%.(Claim Rs322985/-)	X	12% pre suit and future simple interest allowed.	Pre suit interest allowed due to undue delay in release
Interest on award.	D/O Cooch Behar Aerodrome in N.E. Region.	Department's Claim No. 05.00	X	X	X	X	20% P.A. interest claimed by the Department	No award to the Department.	X
Claim for pre suit, pendente lite & future interest	D/O land for Shakti Sthal.	Contractor's Claim No. 16.00	X	X	X	Interest claim @ 18%.	X	12% future interest allowed.	X
Interest @ 24% on claims 1 & 2 from Oct. 85	D/O Training areas in BSF Camps, Jalalabad.	Contractor's Claim No. 03.00	X	X	X	interest claimed on amount due but not paid. (Claim Rs 14000/-)	Claims denied hence not payable.	12% for two years on claim 1 awarded. (Rs 7000/- awarded)	Pre suit interest allowed!
Interest @ 24% on amounts due.	D/O Training areas in BSF Camps, Jalalabad.	Contractor's Claim No. 07.00	X	X	X	Interest claimed Rs 5000/-	X	Pendente lite interest 12% (2500/-). Future interest 14% allowed	Amounts shown are only for pendente-lite interest. Allowed ?

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Pre suit pendente lit, & future Interest @ 18% per annum.	Demolition of Super structure & approaches to bridge	Contractor's Claim No. 43.00	X	X	X	interest claimed from the date of notice to the date of payment.	X	No notice for pre suit, no power for pendente lite interest.	X
Interest pre suit, pendente lite & future @ 20%.	East/West/Central Block Med. College, Goa Ph II	Contractor's Claim No. 14.00	X	X	X	Claim for interest from 11/77 to date of payment.	X	Pre suit: No merit, pendente lite: No power. Future allowed 12%.	X
Interest : pre suit, pendente lite & future @ 12%	East/West/Central Block Med. College, Goa Ph II	Department's Claim No. 02.00	X	X	X	X	Interest claimed from 12/82 to date of payment.	Claim not accepted.	X
Interest claimed at the rate of 18%	Extension of Bangla Desh pavilion at Pragati Maidan	Contractor's Claim No. 13.00	X	X	X	Claim for interest pendente lite	X	Future 12% interest allowed.	X
Pendente lite interest @ 25%.	Extension of f/counter & Instn. of EPBAX of 200 Ins.	Contractor's Claim No. 05.00	X	X	X	Interest at 25%	X	Future interest @ 12% on award amount.	X
Interest at the rate of 18%	Extension of runway 05/23 & strengthening work at Mohanbari	Contractor's Claim No. 10.00	X	X	X	Claim for 18% interest	X	12% interest allowed.	X
Interest claimed at 18%	Extension, strengthening and resurfacing of runway at Agartala	Contractor's Claim No. 02.00	X	X	X	Interest claimed at 18%	X	12% interest awarded.	X
Claim on account of Interest on pre suit pendente lite & future.	General Pool Accommodation at Vasant Vihar DLH. - Premix Carpeting	Contractor's Claim No. 04.00	X	X	X	24% Pendent lite interest	X	14% simple interest awarded from date of award to payment.	X

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Interest pre suit, pendent lite & future @ 20%.	Goa Medical College, Goa.	Contractor's Claim No. 13.00	X	X	X	Claim for interest, pre suit, pendent lite & future.	X	No merit in pre suit. No power for pendent lite. Future interest allowed @ 12%.	X
Claim for interest.	Heavy Special repairs to Jamnagar House.	Department's Claim No. 03.00	X	X	X	X	12% interest claimed.	Nil award.	X
Interest pendent lite & future @ 15% P.A.	Lab. at CLI Bombay SH: Superstructure.	Contractor's Claim No. 13.00	X	X	X	Interest pendent lite & future interest claimed @ 15%.	X	Future interest @ 12% awarded from award to payment.	X
Interest @ 18%.	M/O Electrical fans & pumping sets in NGMA, Jaipur House, New Delhi.	Contractor's Claim No. 04.00	X	X	X	X	X	Simple future & pendent lite interest @ 12% awarded.	Pendent lite interest allowed!
Interest at the rate of 18%, pre suit /pendente lite /future.	National Museum Building - underground sump	Contractor's Claim No. 06.00	X	X	X	Interest is claimed @ 18% from date of notice to payment.	X	12% future interest awarded.	X
Interest on award.	New Aerodrome at Karipur, Calicut.	Contractor's Claim No. 03.00	X	X	X	interest claimed on award @ 8%	X	8% future interest awarded from 3 months after award.	X
Interest @ 18% pre suit & pendent lite	Officers accommodation for BSF Jodhpur.	Contractor's Claim No. 12.00	X	X	X	Interest claimed at 18% - pre suit & pendent lite	X	12% simple interest on award amount from date of award to payment.	X
Interest pendent lite & future @ 18% (Claim No. 24)	P/F fencing at Lodi Estate, Janpath, Talkatora, Tinmurty	Contractor's Claim No. 24.00	X	X	X	Claimed 18% interest	X	Awarded 12% future interest.	X

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Interest at 18%	P/F grill fencing on boundary of Jaipur House	Contractor's Claim No. 03.00	X	X	X	Interest demanded at 18%	X	Not allowed.	X
Interest @ 18%.	Permanent Terminal Building at Dabolim Airport, Goa.	Contractor's Claim No. 11.00	X	X	X	18% interest on final bill amount, Security Deposit & award amount	X	12% simple interest allowed on final bill amount & award amount.	X
12% interest accrued.	Providing generating sets for Govt. Qtrs., Calcutta.	Contractor's Claim No. 15.00	X	X	X	X	X	12% interest allowed from date of award to date of payment.	X
Interest for pre suit & pendent lite & future etc.	Providing steel railing around National Medical Library.	Contractor's Claim No. 05.00	X	X	X	Claim is for interest for pre suit & pendent lit.	X	Awarded 12% simple future interest per annum.	X
Interest.	Providing temporary accommodation for NSG at Manesar.	Contractor's Claim No. 08.00	X	X	X	Claimed 20% interest	X	12% future interest allowed on award amount.	X
Interest @ 18% pendent lite	Quarters for Income Tax, Jaipur. (Electrical work)	Contractor's Claim No. 09.00	X	X	X	X	X	Nothing is awarded against this claim.	X
Interest @ 16% for 6 months on Rs 14000	Renovation - 74-75, Hqrs. West Command Signal Centre, Simla	Contractor's Claim No. 07.00	X	X	X	Claim for withholding an amount of Rs 14000 for 6 months	X	Nothing is awarded.	X
Claim for interest	Renovation of Rooms of L&M block M/O Defence Phase III.	Contractor's Claim No. 08.00	X	X	X	Interest claimed	X	Future interest @ 12% awarded.	X
Interest pre suit, pendent lite (Contractor claims at @ 18%)	Renovation of Hyderabad House at K.G. Marg - SH: Disposal of Rubbish	Contractor's as well as Department's Claim for interest	X	X	X	X	X	12% future interest awarded in favour of claimant.	Counter Claim for interest also adjudicated in under this claim

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Claim for interest pendente lite & future @ 18%	Renovation of toilets in Shastri Bhawan - Gate 6 & 7	Contractor's Claim No. 07.00	X	X	X	Claim for interest	X	In view of findings against claims nothing is awarded.	X
Claim for interest pendente lite & future @ 18%	Renovation of toilets Shastri Bhawan - Gate 5	Contractor's Claim No. 08.00	X	X	X	Claim for interest	X	In view of findings against claims nothing is awarded.	X
Interest on the claimed amount at 18% for pre ref. period	Res/Non res. buildings for CRPF at Gauhati - 128 type I	Contractor's Claim No. 06.00	X	X	X	Interest claimed at 18%	X	Claimant did not issue any notice to respondent. No award.	X
Interest at the rate of 18% pendent lite.	Res/Non res. buildings for CRPF at Gauhati - 128 type I	Contractor's Claim No. 07.00	X	X	X	Interest claimed at 18%	X	Interest allowed @ 13%	Pendente lite/future interest allowed!
Pre suit pendente lite, & future interest claimed @ 18.5%.	Residential Qtrs. for CPWD maintenance staff, Trivandrum	Contractor's Claim No. 06.00	X	X	X	Claim for interest @ 18.5%.	X	Pre suit: No case, pendente lite: No power, 12% future awarded	X
Interest @ 18%	Restoration of bridge on Pathankot Jammu Rd.	Contractor's Claim No. 04.00	X	X	X	pre suit, pendente lite and future interest demanded	X	Future simple interest allowed @ 14%.	X
On account of pre suit and pendent lite future interest.	S/R to G Type Qrs. - SH: Replacement of shutters.	Contractor's Claim No. 05.00	X	X	X	Claimant claims Rs.5000 for pre suit & 18% pendent lit.	X	Claimant entitled to 12% simple future interest on amount awarded.	X
18% interest on the claims	S/R to Jodhpur Hostel, New Delhi, during 86-87 - Premix carpet	Contractor's Claim No. 10.00	X	X	X	Interest claim	X	12% future interest allowed.	X

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Interest claimed @ 18%.	S/R to L&M Blocks - SH: Renovation of rooms, verandahs under Ph. IV	Contractor's Claim No. 16.00	X	X	X	X	X	12% future interest allowed to claimant.	X
Interest.	S/R to Nirman Bhawan during 81-82.	Contractor's Claim No. 06.00	X	X	X	Claimed 18% interest	X	Nothing is awarded.	X
Claim of Rs 2,79,946/- for delayed payments	Site preparation for installation of NIC computer, Pune	Contractor's Claim No. 05.00	X	X	X	Claim for pre suit interest = Rs 279946/-	X	Not allowed. Future interest allowed @ 14%.	X
Interest at the rate of 18%	Strengthening of runway at Doom Dooma	Contractor's Claim No. 09.00	X	X	X	Claim for interest @ 18%	Not payable	12% interest awarded on Rs 12300/-.	X
Interest at the rate of 18%	Strengthening of taxi track and apron at Silchar	Contractor's Claim No. 05.00	X	X	X	Interest claimed @ 18%.	X	12% interest allowed..	X
Interest	Super structure balance work of Nizam Palace, Calcutta.	Contractor's Claim No. 06.00	X	X	X	Delay in final bill. Interest @ 20% on amount withheld-42/31 months	X	12% simple interest P.A. for 1.1.85 to 17.7.88 on Rs. 214880/-.	Pre suit interest demand 1346854/-. Allowed 12% on 2.14 lacs for 31months.
Pendente lite Interest	Super structure balance work of Nizam Palace, Calcutta.	Contractor's Claim No. 07.00	X	X	X	Claim for pendente lite interest	X	No pendente lite interest allowed. Future interest @ 12% awarded.	Supreme Court judgement referred to. (Citation not given)
Interest @18% - From date of completion to actual payment of final bill	Terminal Building, Dabolim Airport, Goa	Contractor's Claim No. 11.00	X	X	X	Pre suit interest at 18%	X	Pre suit interest awarded at 12% for Aug, 84 to Mar, 85.	X

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Interest @ 18% on amount of security deposit	Terminal Building, Dabolim Airport, Goa	Contractor's Claim No. 12.00	X	X	X	Interest claimed on security deposit	X	Security Deposit in form of Bank Guarantee. Claim does not subsist.	X
Interest @ 18% on amount of award	Terminal Building, Dabolim Airport, Goa	Contractor's Claim No. 13.00	X	X	X	Future interest @ 18%	X	Future simple interest awarded @ 12%.	X
Interest on claims from date of accrual to date of award.	Weigh-Bridge Hall IILM at Kauke, Ranchi.	Contractor's Claim No. 07.00	X	X	X	Claimed 18% P.A. interest on the claims.	X	No case for pre suit, no power to award pendente lite interest.	X
Interest from date of award to date of final payment.	Weigh-Bridge Hall IILM at Kauke, Ranchi.	Contractor's Claim No. 09.00	X	X	X	Claim for future interest	X	Future interest awarded @ 12%	X

Limitation on claims not preferred within the stipulated time - Clause 25, the Arbitration Agreement in both, the old as well as the new form

Clause 25 stipulates the time within which the contractor is to put in his claims after preparation/payment of final bill. It is stipulated that if the contractor does not prefer the claims within that time the claims are deemed to be extinguished.

Also, the new CPWD Contract Form now gives a detailed procedure for making an attempt to settle the dispute through superior officers' (Superintending Engineer and Chief Engineer) decision before the claim is referred to arbitration. Time frame is fixed for various stages of this procedure. If the contractor fails to take action for the next stage, as provided for in the clause, his claim is sought to be barred from reference to arbitrator.

Claim of the contractor is time barred.	345 Type II and 240 Type I Qrs. - SH: Premix carpeting	Department's Claim No. 01.00	Does not apply	Does not apply	Does not apply	X	X	Contention of the Department not justified.	X
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Claims for award of cost of arbitration

(Claims for Cost of arbitration)

Total number of claims 96 (70 by contractors and 26 by department)

Success rate In 47 cases contractors got the award for cost. The department got the award for cost only in one case.

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
<p>Cost of arbitration proceedings is an incidental claim which most of the claimants raise. Amount claimed is sometimes specified and some times it is not specified in monetary terms. Even in cases where a definite amount is mentioned in the list of claims, the amount awarded finally is usually a fraction of the amount claimed. In any case there hardly ever is a reasoning supporting the award for cost of proceedings. The arbitrators do not indicate the claimed amount vis-à-vis the amount awarded by them. In view of this the statistical analysis in this category is not of much relevance except to the extent of showing the general trend of awards in this category.</p>									
Cost of arbitration proceedings.	12 Nos. type V Staff Qtrs. for AG(AP), Hyderabad.	Contractor's Claim No. 03.00	10000	NIL	200	Claim for cost of proceedings.	X	Awarded Rs. 200 in favour of contractor.	X
Cost of Arbitration proceedings.	12 Nos. type V Staff Qtrs. for AG(AP), Hyderabad.	Department's Claim No. 01.00	10000	NIL	NIL	X	Claimed Rs.10000 for arbitration proceedings.	Claim rejected.	X
Claims for cost of proceedings.	12 Type I, 16 Type II Qrs. for Central Excise at Durgapur (W.B.)	Contractor's Claim No. 11.00	500	NIL	500	Cost of proceedings	X	Rs. 500 towards cost of proceedings allowed to Claimant.	Claim amount not given. Taken to be same as award for statistical purposes.
Cost of arbitration proceedings.	12 Type II, 2 Type III, 2 Type IV Qrs. for BSF at Ferozepur.	Contractor's Claim No. 16.00	400	NIL	400	Cost of arbitration proceedings.	X	Rs. 400 allowed in favour of claimant.	Amount claimed not given. Assumed same as awarded.
Cost of arbitration proceedings.	122 Quarters for AG, Jaipur.	Contractor's Claim No. 09.00	2000	NIL	NIL	X	X	Both parties to bear their own cost.	X
Cost of arbitration proceedings	2 Nos. Type V Qrs. for I. Tax & Central Excise at Altoporvorim.	Contractor's Claim No. 18.00	30000	NIL	NIL	Cost of arbitration proceedings claimed.	X	Parties to bear their own cost.	Counter Claim of Respondent. for Rs.10000
Cost of arbitration proceedings	2 Nos. Type V Qrs. for I. Tax & Central Excise at Altoporvorim.	Department's Claim No. 01.00	10000	NIL	NIL	X	Cost of arbitration proceedings claimed	Parties to bear their own cost.	Claim of contractor was for Rs. 30000.
Cost of arbitration.	20 Nos. Income Tax Qrs. at Calcutta - Replacement of Roof.	Department's Claim No. 01.00	10000	NIL	NIL	X	X	Both parties to bear their own cost.	X

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Cost of arbitration proceedings.	20 Nos. Type III Qrs. for Central Excise at Durgapur (W.B.)	Department's Claim No. 11.00	15000	NIL	NIL	X	X	X	Award of Rs. 500 to contractor.
Cost of arbitration proceedings.	24 Type II & 16 Type III Qrs. for IBM at Margoa, Goa.	Contractor's Claim No. 14.00	1000	NIL	1000	Cost of proceedings demanded.	X	Rs.1000 is awarded to claimant.	Claim assumed to be same as award in absence of details.
Cost of Arbitration proceedings.	345 Type II and 240 Type I Qrs. - SH: Premix carpeting	Contractor's Claim No. 04.00	3000	NIL	NIL	Cost of Arbitration proceedings.	Counter claim for cost put by Department.	Parties to bear their own cost.	X
Cost of proceedings.	345 Type II and 240 Type I Qrs. - SH: Premix carpeting	Department's Claim No. 02.00	5000	NIL	NIL	X	X	Parties to bear their own cost.	X
Cost of arbitration proceedings.	4 Type I, 12 Type III Qrs. for Central Excise at Durgapur (WB)	Department's Claim No. 12.00	15000	NIL	NIL	X	X	Claim is not found justified, hence nil award.	Rs. 500 awarded to contractor against this claim.
Cost of arbitration proceedings.	56 Qtrs. for I. Tax & Central Excise, Hubli	Contractor's Claim No. 31.00	80000	NIL	500	Cost of proceedings.	X	A sum of Rs. 500 awarded to contractor.	Counter claim for cost of Rs. 10000 rejected.
Cost of arbitration proceedings.	56 Qtrs. for I. Tax & Central Excise, Hubli	Department's Claim No. 02.00	10000	NIL	NIL	X	Cost of proceedings.	A sum of Rs. 500 awarded to contractor.	X
Cost of proceedings	704 Qrs. including Development of site at Salt Lake - SH: Compound wall	Contractor's Claim No. 08.00	500	NIL	500	Cost of proceedings.	X	Awarded Rs 500/-	Amount demanded not indicated. Assumed to be same as awarded.
Cost of arbitration proceedings.	8 Type III Qrs. at CJIL Agra.	Contractor's Claim No. 10.00	1000	NIL	100	Cost of arbitration proceedings	X	Rs.1000 awarded to the claimant.	Amount demanded not shown in award. Assumed 1000 just for statistical purposes.

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Cost of arbitration proceedings.	8 Type III Qrs. at CJIL Agra.	Department's Claim No. 01.00	Not specified	NIL	NIL	Cost of arbitration proceedings	X	Rs. 1000 awarded to the contractor, not to the Department.	Amount demanded not shown in the award. assumed 0
Cost of arbitration proceedings.	8 Type IV & 8 Type I Qrs. for IBM at Nargoa.	Contractor's Claim No. 07.00	500	NIL	500	X	X	Rs. 500 awarded to contractor as cost.	Not clear whether contractor claimed cost! Claim assumed 500
Cost of arbitration proceedings.	8 Type IV & 8 Type I Qrs. for IBM at Nargoa.	Department's Claim No. 02.00	10000	NIL	NIL	X	Cost of proceedings demanded.	Rs. 500 awarded to contractor as cost.	X
Cost of Arbitration proceedings.	875 HUDCO Qrs. Earth disposal from Rd.7 to Rd.1	Contractor's Claim No. 05.00	500	NIL	500	The claim is for cost of Arbitration proceedings.	X	Awarded in favour of claimant.	X
Cost of arbitration proceedings	A/A in Krishi Bhawan - Renovation of bathrooms in B,C,F	Contractor's Claim No. 06.00	2500	NIL	NIL	Cost of proceedings	X	Parties to bear their own cost.	X
Cost of arbitration proceedings.	Additional 2 floors on rear Unit of Pathology Block, MAMC.	Department's Claim No. 01.00	5000	NIL	NIL	X	For cost of arbitration proceedings.	No such claim referred by Chief Engineer. Hence no award.	X
Cost of proceedings.	Auditorium for AICRP at Kodaikanal, Hyderabad.	Contractor's Claim No. 03.00	10000	NIL	200	Cost of arbitration proceedings.	X	Awarded in favour of contractor Rs. 200.	X
Cost of proceedings.	Auditorium for AICRP at Kodaikanal, Hyderabad.	Department's Claim No. 01.00	10000	NIL	NIL		Cost of arbitration proceedings.	Claim rejected. Awarded in favour of contractor Rs. 200.	X
Cost of arbitration proceedings.	Barbed wire fencing with gates at HBS, Paraliar	Contractor's Claim No. 09.00	500	NIL	500	Cost of arbitration proceedings claimed.	X	Awarded Rs 500/- in favour of claimant.	Claimed amount not indicated. Assumed to be same as award.

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Cost of arbitration proceedings.	Buildings for Central Tobacco Board, Jamgareddyguden	Contractor's Claim No. 09.00	500	NIL	500	Cost of arbitration proceedings.	X	Awarded in favour of contractor Rs 500/-	No details of claim made. Assumed to be equal to award amount
Cost of proceedings.	Buildings for Central Tobacco Board, Jamgareddyguden	Department's Claim No. 06.00	10000	NIL	NIL	X	Claimed Rs.10000 as cost of proceedings.	Claim rejected. Awarded Rs. 500 in favour of contractor.	X
Cost of arbitration proceedings.	C/O 112 Type III Qrs. in GP at Salt Lake.	Department's Claim No. 03.00	2000	NIL	2000	X	X	Department is entitled for Rs. 2000/- as cost.	Claimed cost not available. Assumed to be same as award amount.
Cost of arbitration proceedings.	C/O 24 Type D Qrs. for NIRD, Hyderabad.	Contractor's Claim No. 03.00	10000	NIL	200	Cost of arbitration proceedings.	X	Awarded Rs. 200 in favour of claimant.	X
Cost of arbitration proceedings.	C/O A.C. Plant Room for Instt. of Pathology.	Contractor's Claim No. 07.00	Not specified	NIL	NIL	X	X	Parties to bear their own cost.	X
Court expenses & cost of arbitration proceedings.	C/O Administration & Communication Block for BSF at Panjipura (WB)	Department's Claim No. 06.00	55000	NIL	NIL	X	Claim for cost of proceedings.	Parties to bear their own cost.	X
Claim for cost of arbitration proceedings	C/O Athletic stadium for Asian Games 1982, Lodi Road.	Contractor's Claim No. 30.00	5500	NIL	1000	Cost of proceedings.	X	Cost awarded.	X
Cost of arbitration proceedings.	C/O BS Fencing on Punjab Border in Derababa Nanak.	Contractor's Claim No. 09.00	7000	NIL	2000	Claim for cost of proceedings.	X	Rs. 2000 awarded in favour of claimant.	X
Claim for cost of arbitration proceedings	C/O Compound wall & Gate at CHZ Agra	Contractor's Claim No. 07.00	Not specified	NIL	2000	Cost of proceedings	Counter claim by respondents for cost of proceedings	Award in favour of contractor.	X
Cost of arbitration proceedings.	C/O Hr. Sec. School at Turkman Gr. Bulbuli Khana, DLI	Contractor's Claim No. 03.00	1000	NIL	NIL	Cost of proceedings.	X	Parties to bear their cost.	X

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Counter Claim for cost of arbitration proceedings.	C/O Hr. Sec. School at Turkman Gr. Bulbuli Khana, DLI	Department's Claim No. 01.00	2000	NIL	NIL	X	Cost of proceedings.	Parties to bear their own cost.	X
Cost of proceedings.	C/O JCO mess and accommodation i/c internal water supply	Contractor's Claim No. 07.00	Not specified	NIL	NIL	Claim for cost of proceedings.	X	Parties to bear their own cost.	Amount claimed not indicated.
Claim for cost of proceedings.	C/O JCO mess and accommodation i/c internal water supply	Department's Claim No. 05.00	20000	NIL	NIL	X	Cost of proceedings.	Parties to bear their own cost.	X
Cost of arbitration proceedings	C/o Museum at Janpath, New Delhi - Water proofing	Contractor's Claim No. 05.00	10000	NIL	1000	Cost of proceedings.	X	Cost awarded.	X
Cost of arbitration proceedings.	C/O of Residential Qrs. for ESIC at Hyderabad.	Contractor's Claim No. 03.00	10000	NIL	200	Cost of Arbitration proceedings.	X	Rs. 200 awarded in favour of claimant.	X
Cost of arbitration proceedings.	C/O of Residential Qrs. for ESIC at Hyderabad.	Department's Claim No. 01.00	10000	NIL	NIL	X	Cost of Arbitration proceedings.	Rejected. Rs. 200 awarded in favour of contractor.	X
Cost of arbitration proceedings.	C/O Residential Accommodation in GP at Gachibowli.	Contractor's Claim No. 13.00	25000	NIL	1000	Cost of arbitration proceedings.	X	Awarded Rs 1000/- in favour of claimant.	X
Cost of Arbitration proceedings.	C/O School Building & Staff Qrs. a K.Vidyalaya, Trichur	Contractor's Claim No. 04.00	500	NIL	500	Cost of proceedings	X	Awarded Rs 500/- in favour of contractor.	Claimed amount not available. Assumed to be same as award
Cost of arbitration proceedings.	C/O School of Social Science at JNU, New Delhi.	Contractor's Claim No. 11.00	10000	NIL	500	X	X	Rs. 500 awarded.	X
Cost of arbitration proceedings.	C/O Service Rd. & Footpath along Road No. 5C Masjid Moth	Contractor's Claim No. 17.00	500	NIL	500	Claims for arbitration proceedings.	X	Rs. 500 awarded in favour of claimant.	Claimed amount not available. Assumed to be same as award

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Cost of arbitration proceedings.	Control Tower at Civil Aerodrome Behala (Balance Work)	Contractor's Claim No. 07.00	10000	NIL	200	X	X	Rs. 200/- awarded in favour of claimant for this claim.	X
Cost of arbitration proceedings.	D/O Cooch Behar Aerodrome in N.E. Region.	Contractor's Claim No. 13.00	10000	NIL	2000	Claimant claims for cost of arbitration proceedings.	X	Award for Rs. 2000/- in favour of claimant.	X
Cost of arbitration proceedings.	D/O Cooch Behar Aerodrome in N.E. Region.	Department's Claim No. 04.00	10000	NIL	NIL	X	X	Claim is not justified in favour of Department	X
Cost of arbitration proceedings.	D/O Training areas in BSF Camps, Jalalabad.	Contractor's Claim No. 06.00	5000	NIL	2000	X	X	Rs. 2000 awarded.	X
Cost of arbitration proceedings.	Demolition of Super structure & approaches to bridge	Contractor's Claim No. 44.00	Not specified	NIL	NIL	Cost of arbitration proceedings.	X	Both parties to bear their own cost.	Amount claimed not given in the award.
Cost of arbitration proceedings.	East/West/Central Block Med. College, Goa Ph II	Contractor's Claim No. 13.00	Not specified	NIL	NIL	Cost of proceedings	X	Parties to bear their own cost.	Details of cost claimed not available.
Cost of arbitration proceedings	Extension of Bangla Desh pavilion at Pragati Maidan	Contractor's Claim No. 14.00	500	NIL	500	Cost of proceedings.	X	Rs 500/- awarded towards cost to the claimant.	Details of claim made not given. Assumed claim to be equal to the award
Cost of arbitration proceedings	Extension of Bangla Desh pavilion at Pragati Maidan	Department's Claim No. 01.00	10000	NIL	NIL	X	Cost of proceedings.	Claim rejected. Cost awarded to contractor.	X
Cost of arbitration proceedings.	Extension of f/counter & Instt. EPBAX of 200 Ins.	Contractor's Claim No. 06.00	2000	NIL	200	Cost of proceedings.	X	Rs. 200 awarded in favour of Claimant.	X
Cost of arbitration proceedings	Extension of runway 05/23 & strengthening work at Mohanbari	Contractor's Claim No. 11.00	20000	NIL	1000	Cost of proceedings	X	Cost awarded	X

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Cost of arbitration proceedings	Extension, strengthening and resurfacing of runway at Agartala	Contractor's Claim No. 03.00	5000	NIL	1000	Claim for cost of proceedings	X	Cost awarded	X
Cost of Arbitration Proceedings.	General Pool Accommodation at Vasant Vihar DLH. - Premix Carpeting	Contractor's Claim No. 05.00	5000	NIL	1000	Claim on account of Arbitration proceedings.	X	Claim awarded in favour of claimant.	X
Cost of arbitration proceedings.	Goa Medical College, Goa.	Contractor's Claim No. 12.00	Not specified	NIL	NIL	Claim for cost.	Department also claims cost of arbitration proceedings.	Parties to bear their own cost.	Amounts not specified in the claim by both claimant & Department
Cost of arbitration proceedings.	Heavy Special repairs to Jamnagar House.	Department's Claim No. 04.00	1500	NIL	NIL	X	X	Parties to bear their own cost.	X
Cost of arbitration proceedings & counter claim.	Improvement shifting of AVM statue at V.Bh. - SH: M/Flooring	Contractor's Claim No. 02.00	Not specified	NIL	NIL	X	X	Both parties to bear their own cost.	X
Cost of arbitration proceedings.	Lab. at CLI Bombay SH: Superstructure.	Contractor's Claim No. 06.00	20000	NIL	NIL	Cost of proceedings demanded	X	Parties to bear their own cost.	X
Cost of arbitration proceedings.	M/O Electrical fans & pumping sets in NGMA, Jaipur House, New Delhi.	Contractor's Claim No. 05.00	Not specified	NIL	300	X	X	Award of Rs.300 to the claimant.	X
Cost of arbitration	National Museum Building - underground sump	Contractor's Claim No. 08.00	10000	NIL	2000	Cost for arbitration proceedings.	X	Awarded in favour of contractor	X
Cost of arbitration	National Museum Building - underground sump	Department's Claim No. 05.00	10000	NIL	NIL	X	Cost of arbitration proceedings claimed.	Claim rejected.	X

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Cost of arbitration proceedings.	New Aerodrome at Calicut.	Contractor's Claim No. 09.00	Not specified	NIL	3000	Cost of proceedings claimed	X	Awarded in favour of contractor.	X
Cost of arbitration proceedings.	New Aerodrome at Karipur, Calicut.	Contractor's Claim No. 04.00	1000	NIL	1000	Cost of arbitration proceedings.	X	Rs. 1000 awarded as cost.	Award appears to have been given without any specific written claim! (Claim amount assumed to be equal to the award just for statistics)
Cost of arbitration proceedings..	Officers accommodation for BSF Jodhpur.	Contractor's Claim No. 13.00	5000	NIL	NIL	X	X	Parties to bear their own cost.	X
Cost of arbitration proceedings.	P/F fencing at Lodi Estate, Janpath, Talkatora, Tinmurty	Contractor's Claim No. 06.00	10000	NIL	200	X	X	Rs. 200/- awarded in favour of claimant.	X
Cost of arbitration proceedings.	P/F fencing at Lodi Estate, Janpath, Talkatora, Tinmurty	Department's Claim No. 02.00	10000	NIL	NIL	X	Cost of proceedings.	Rejected.	X
Claim for cost of proceedings	P/F grill fencing on boundary of Jaipur House	Contractor's Claim No. 04.00	10000	NIL	NIL	Cost of proceedings	X	Not allowed	X
Claim for cost of proceedings	P/F grill fencing on boundary of Jaipur House	Department's Claim No. 03.00	10000	NIL	NIL	X	Cost of proceedings	Not allowed	X
Cost of arbitration proceedings.	Permanent Terminal Building at Dabolim Airport, Goa.	Contractor's Claim No. 12.00	Not specified	NIL	2000	Claims cost for proceedings.	X	Rs. 2000 awarded in favour of claimant.	Counter claim for cost considered. & rejected.
Cost of arbitration proceedings.	Providing generating sets for Govt. Qtrs., Calcutta.	Contractor's Claim No. 16.00	500	NIL	500	X	X	Cost of Rs. 500 awarded to claimants.	X

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Cost of Arbitration proceedings.	Providing steel railing around National Medical Library.	Contractor's Claim No. 06.00	5000	NIL	NIL	The claim is for arbitration proceedings.	X	Both parties to bear their own cost.	X
Counter claim for cost of Arbitration proceedings.	Providing steel railing around National Medical Library.	Department's Claim No. 01.00	10000	NIL	NIL	X	Cost of Arbitration proceedings.	Both parties to bear their own cost.	X
Cost of arbitration proceedings.	Providing temporary accommodation for NSG at Manesar.	Contractor's Claim No. 08.00	20000	NIL	NIL	X	X	Parties to bear their own cost.	X
Cost of arbitration proceedings.	Quarters for Income Tax, Jaipur. (Electrical work)	Contractor's Claim No. 10.00	1000	NIL	NIL	X	X	Parties to bear their own cost.	X
Cost of Arbitration proceedings.	Renovation of Rooms of L&M block M/O Defence Phase III.	Contractor's Claim No. 09.00	5000	NIL	NIL	X	X	Both parties to bear their own cost.	X
Cost of arbitration proceedings..	Renovation of Hyderabad House at K.G. Marg - SH: Disposal of Rubbish	Contractor's as well as Department's Claim for cost.	Not specified	NIL	NIL	X	X	Both parties to bear their own cost.	X
Claim for cost of proceedings	Renovation of toilets in Shastri Bhawan - Gate 6 & 7	Contractor's Claim No. 08.00	10000	NIL	NIL	Claim for cost	X	Parties to bear their own cost	X
Claim for cost of proceedings	Renovation of toilets Shastri Bhawan - Gate 5	Contractor's Claim No. 09.00	10000	NIL	NIL	Claim for cost	X	Parties to bear their own cost	X
Cost of arbitration proceedings	Res/Non res. buildings for CRPF at Gauhati - 128 type I	Contractor's Claim No. 08.00	10000	NIL	5000	Claim for cost of arbitration proceedings	X	Cost awarded.	Other arbitrators allow up to Rs 2000/-!
Cost of arbitration proceedings & infructuous hearing.	Residential Qtrs. for CPWD maintenance staff, Trivandrum	Contractor's Claim No. 07.00	7000	NIL	2000	Cost & Rs.5000/- awarded by previous Arbitrator.	Valid reasons for not attending hearing on one occasion.	Logistical reasons for not attending. Not liable for 5000/-	Allows Rs.2000/- as cost. claimed amount assumed 5000 + 2000.

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Cost of arbitration proceedings.	Restoration of bridge on Pathankot Jammu Rd.	Contractor's Claim No. 05.00	10000	NIL	2000	X	X	Cost awarded in favour of claimant.	X
Cost of arbitration proceedings.	Restoration of bridge on Pathankot Jammu Rd.	Department's Claim No. 04.00	10000	NIL	NIL	X	Cost of arbitration proceedings demanded	Not allowed.	X
Cost of Arbitration proceedings.	S/R to G Type Qrs. - SH: Replacement of shutters.	Contractor's Claim No. 04.00	2000	NIL	1000	Cost of proceedings.	X	Awards Rs. 1000 to claimant.	X
Cost of arbitration proceedings	S/R to Jodhpur Hostel, New Delhi, during 86-87 - Premix carpet	Contractor's Claim No. 11.00	200	NIL	200	X	X	Arbitrator has awarded the amount as arbitration fee.	Claim amount not available. Assumed to be same as award amount.
Cost of arbitration proceedings.	S/R to L&M Blocks - SH: Renovation of rooms, verandahs under Ph. IV	Contractor's Claim No. 17.00	2200	NIL	NIL	X	X	Both parties to bear their own cost.	X
Cost of arbitration proceedings.	S/R to Nirman Bhawan during 81-82.	Contractor's Claim No. 07.00	5000	NIL	NIL	X	X	Parties to bear their own cost.	X
Cost of arbitration proceedings	Strengthening of runway at Doom Dooma	Contractor's Claim No. 10.00	5000	NIL	500	Claimant claims for arbitration fees	X	Awarded in favour of claimants.	X
Cost of arbitration proceedings	Strengthening of taxi track and apron at Silchar	Contractor's Claim No. 06.00	5000	NIL	500	Cost of arbitration proceedings	X	Cost awarded	X
Cost of arbitration proceedings.	Super structure balance work of Nizam Palace, Calcutta.	Contractor's Claim No. 08.00	2000	NIL	2000	Claim for cost of proceedings.	X	Rs. 2000 awarded as cost to the claimant.	Claim amount not indicated. Assumed to be same as awarded.
Cost of arbitration proceedings	Terminal Building, Dabolim Airport, Goa	Contractor's Claim No. 14.00	2000	NIL	2000	Cost of arbitration proceedings.	X	Awarded Rs 2000/-	Claimed amount not available. Assumed to be as awarded.

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Cost of arbitration proceedings.	Weigh-Bridge Hall IILM at Kauke, Ranchi.	Contractor's Claim No. 08.00	Not specified	NIL	500	X	X	Rs. 500/- awarded to claimant.	X

Other claims which were withdrawn during the course of the arbitration proceedings and which are not discussed in awards. Most of these claims were withdrawn without contest and the arbitrators did not deal with them

(A few claims which were withdrawn without contest and which, further, can also not be categorised for want of details)

In the 84 awards analysed for this compilation, some claims were not even discussed in the awards as it was stated that these awards were withdrawn by the claimants. There obviously was no occasion for adjudication on those claims. Wherever the category of such withdrawn claims could be identified, the claims are listed under appropriate category. But in some of the claims that were withdrawn, even the elementary details are not indicated in the awards.

Claim No. 2 (Details not available)	2 Nos. Type V Qrs. for I. Tax & Central Excise at Altoporvorim.	Contractor's Claim No. 02.00	Not specified	NIL	NIL	X	X	Claim was withdrawn without contest.	Details of the claim are not available in the award. This could have been a frivolous claim.
Claim Nos. 9, 10, 11, 12, 19, 21, 26 and 29.	Additional 2 floors on rear Unit of Pathology Block, MAMC.	Contractor's Claim Nos. 9, 10, 11, 12, 19, 21, 26 & 29	Not specified	NIL	NIL	X	X	Claim withdrawn	These claims were preferred by the contractor but were withdrawn without contest. They were perhaps frivolous claims. No details are available.
Claim No. 1 (Details are not available)	C/O Athletic stadium for Asian Games 1982, Lodi Road.	Contractor's Claim No. 01.00	Not specified	NIL	NIL	X	X	Claim is withdrawn.	No details in the award.

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Claim No. 23 (Details are not available. Claim was not pressed)	C/O Athletic stadium for Asian Games 1982, Lodi Road.	Contractor's Claim No. 23.00	Not specified	NIL	NIL	Not pressed by the claimant	X	Not pressed by the claimant.	Amount claimed etc. not given.
Claim No. 26 (Details are not available.)	C/O Athletic stadium for Asian Games 1982, Lodi Road.	Contractor's Claim No. 26.00	Not specified	NIL	NIL	X	X	Claim withdrawn	Withdrawn. Details not given in the award
Claim No. 4 (Details are not available. Claim was not pressed.)	C/O School of Social Science at JNU, New Delhi.	Contractor's Claim No. 04.00	Not specified	NIL	NIL	X	X	Claim not pressed	Withdrawn. Details not available
Claim Nos. 11 & 12 (Details are not available.)	C/O Service Rd. & Footpath along Road No. 5C Masjid Moth	Contractor's Claim Nos. 11, 12	Not specified	NIL	NIL	X	X	Claim withdrawn	No details available
Claim No. 4 (Details are not available.)	Control Tower at Civil Aerodrome Behala (Balance Work)	Contractor's Claim No. 04.00	Not specified	NIL	NIL	X	X	Claim withdrawn by claimant	Withdrawn. No details given in the award.
Claim No. 12 (Details are not available.)	Demolition of Super structure & approaches to bridge	Contractor's Claim No. 12.00	Not specified	NIL	NIL	Claim withdrawn during hearing.	X	Withdrawn.	Withdrawn. Details not available in award.
Claim No. 22 & 23.	P/F fencing at Lodi Estate, Janpath, Talkatora, Tinmurty	Contractor's Claim Nos. 22.00 & 23.00	Not specified	NIL	NIL	X	X	Claims numbered 22 & 23 are withdrawn.	Withdrawn. Details not given in the award.

Claim	Name of work on which the claim was preferred	Claimant & Claim No.	Amount of claim	Extent of claim accepted by Respondent	Amount awarded by Arbitrator	Contractor's contentions (in brief)	Department's contentions (in brief)	Reasons given by the Arbitrator	Author's Impressions and views
Claim No. 3, 7, & 8. (Details are not available).	S/R to Jodhpur Hostel, New Delhi, during 86-87 - Premix carpet	Contractor's Claim Nos. 3, 7 & 8	Not specified	NIL	NIL	X	X	X	These claims were withdrawn, apparently without contest. Their details are not given.
Claim under Item Nos. 12 & 13.	S/R to L&M Blocks - SH: Renovation of rooms, verandahs under Ph. IV	Contractor's Claim No. 12 & 13	Not specified	NIL	NIL	X	X	Claims withdrawn	Withdrawn. No details available in award
Claim Nos. 1 & 2. (Details of these withdrawn claims are not available)	Strengthening of runway at Dooma	Contractor's Claim No. 1 & 2	Not specified	NIL	NIL	X	X	Withdrawn. Not adjudicated	Withdrawn

Analysis

In order to study the pattern in claims and awards, an analysis of the claims with reference to claimed amount and the degree of success, has been made. The position emerges as follows:

- Against the claimed amount of 39.46 million rupees (excluding the claims for interest and cost) by the contractors, the award amount was 5.71 million rupees which comes to 14.48% of the claimed amount. If we exclude the amount that was accepted by the department as payable, during the proceedings, the success percentage in financial terms comes to 12.74% only. This may show that the general tendency is to boost up the claim amounts in hyperbolic proportions. The corresponding position in respect of the claims of the department is the claimed amount was 7.22 million rupees, award amount was 1.76 million rupees out of which an amount of 0.06 million rupees was accepted by the contractors giving corresponding percentages of 24.36% and 23.74% respectively.
- A large portion of the claimed amount, to the tune of 22.82 million rupees by contractors and 0.23 million rupees by department, was against the categories which can not be directly attributed to disputes directly arising out of any specific clause of the contract form. These claims were in the nature of claims for losses due to delays and consequent resulting losses due to idling of establishment, labour and machinery. To an extent the claims arose from the issue whether time is of essence of the contract in typical government contracts. In some cases the element of loss of profit was also included. However, the award amount against these claims was a mere 3.20% in respect of contractors' claims and nil for the department.
- Another set of claims which is related to the issue of whether the time is of essence of contract or not, comprises claims made against the departmental action under clauses 2 & 3 of the contract form relating to rescission of contract and doing the work at the risk and cost of the contractor. 96.54% of the claims made by the contractors against the department for action taken under clause 2 were successful. In another related issue, namely action of the department to recover the amounts spent in completion of the work on risk and cost of the original contractor, the claims had a success rate of 81.77%. Since in actual working clauses 2 and 3 are complementary to each other - particularly in the cases of rescission of contracts due to the work having been abandoned and/or due to delay in progress - if we were to take the two categories together, the contractors' success rate comes to 87.13%.
- The claims made by the contractors for refund of the penal rate recovery made by the department for excess consumption of the materials issued by the department, succeeded to the extent of 74.90%.
- Awards on the claims on account of delayed payments of final bills, security deposits and on account of alleged incorrect measurements allowed by the department, went against the department to the extent of 38.64%, but out of this 25.27% amount was accepted by the department as due giving a net success rate of 13.34% only for the contractors.
- A general analysis shows some tendency of subjective elements entering into the arbitration system. Awards do seem to be influenced by the subjective views of the arbitrators and may not always be an indicator of the true and/or universal interpretation of the provisions vis-à-vis claims.
- Defaults in making regular periodic payments, in cases where conditional rebates linked to regularity in making payments are accepted in the bids, invariably result in rebates getting refunded even if the contractors agreed in writing, during the progress of work, not to claim such refunds. The argument seems to be that such agreement are made by way of financial coercion exercised by the department's officers. The success rate for the contractors was 59.42%
- The claims made by the contractors on account of alleged incorrect working out of rates for extra and additional items of work succeeded to the extent of about 12.44%

Appendix 1

List of awards and the names of works taken in the analysis.

No.	Name of work on which the claim was preferred	Erstwhile CPWD Zone	Name of Arbitrator	Date of award
1.	345 Type II and 240 Type I Qrs. - SH: Premix carpeting	CZ	S.S. Juneja	26-Nov-91
2.	875 HUDCO Qrs. Earth disposal from Rd. 7 to Rd.1	CZ	S.S. Juneja	24-Sep-91
3.	General Pool Accommodation at Vasant Vihar DLH. - Premix Carpeting	CZ	S.S. Juneja	19-Feb-92
4.	Providing steel railing around National Medical Library.	CZ	S.S. Juneja	24-Jul-91
5.	S/R to G Type Qrs. - SH: Replacement of shutters.	CZ	M.S. Bhatti	20-Nov-91
6.	Additional 2 floors on rear Unit of Pathology Block, MAMC.	DAZ1	G. Lal	29-Apr-91
7.	C/O Hr. Sec. School at Turkman Gr. Bulbuli Khana, DLI	DAZ1	V. Nainani	28-Jun-91
8.	C/O Service Rd. & Footpath along Road No. 5C Masjid Moth	DAZ1	V. Nainani	22-Jul-91
9.	Demolition of Super structure & approaches to bridge	DAZ1	V. Nainani	07-Aug-91
10.	Extn. of f/counter & Instn. of EPBAX of 200 Ins.	DAZ1	V. Nainani	19-Jun-91
11.	12 Type I, 16 Type II Qrs. for Central Excise at Durgapur (W.B.)	EZ	V. Nainani	28-Jun-91
12.	20 Nos. Income Tax Qrs. at Calcutta - Replacement of Roof.	EZ	V. Nainani	25-Jun-91
13.	20 Nos. Type III Qrs. for Central Excise at Durgapur (W.B.)	EZ	V. Nainani	29-Jun-91
14.	4 Type I, 12 Type III Qrs. for Central Excise at Durgapur (WB)	EZ	V. Nainani	27-Jun-91
15.	704 Qrs. including Development of site at Salt Lake - SH: Compound wall	EZ	V. Nainani	26-Apr-91
16.	C/O 112 T.III Qrs. in GP at Salt Lake.	EZ	V. Nainani	06-Sep-91
17.	C/O Administration & Communication Block for BSF at Panjipura (WB)	EZ	V. Nainani	31-May-91
18.	Control Tower at Civil Aerodrome Behala (Balance Work)	EZ	V. Nainani	26-Jun-91
19.	D/O Cooch Behar Aerodrome in N.E. Region.	EZ	V. Nainani	10-Jun-91
20.	Providing generating sets for Govt. Qtrs., Calcutta.	EZ	V. Nainani	12-Mar-91
21.	Super structure balance work of Nizam Palace, Calcutta.	EZ	V. Nainani	19-Apr-91
22.	Weigh-Bridge Hall IILM at Kauke, Ranchi.	EZ	V. Nainani	04-Sep-91
23.	A/A in Krishi Bhawan - Renovation of bathrooms in B,C,F	NDZ1	V. Nainani	19-Sep-91

No.	Name of work on which the claim was preferred	Erstwhile CPWD Zone	Name of Arbitrator	Date of award
24.	C/O A.C. Plant Room for Instt. of Pathology.	NDZ1	V. Nainani	28-Nov-91
25.	C/O Athletic stadium for Asian Games 1982, Lodi Road.	NDZ1	V. Nainani	12-Sep-91
26.	C/O School of Social Science at JNU, New Delhi.	NDZ1	V. Nainani	31-Mar-92
27.	D/O land for Shakti Sthal.	NDZ1	V. Nainani	04-Sep-91
28.	Heavy Special repairs to Jamnagar House.	NDZ1	V. Nainani	29-Nov-91
29.	Improvement & shifting of AVM statue at V.Bh. - SH: M/Flooring	NDZ1	V. Nainani	11-Feb-92
30.	M/O Electrical fans & pumping sets in NGMA, Jaipur House, New Delhi.	NDZ1	V. Nainani	26-Mar-92
31.	P/F fencing at Lodi Estate, Janpath, Talkatora, Tinmurty	NDZ1	V. Nainani	27-Nov-91
32.	P/F grill fencing on boundary of Jaipur House	NDZ1	V. Nainani	23-Sep-91
33.	Providing temporary accommodation for NSG at Manesar.	NDZ1	V. Nainani	26-Dec-91
34.	Renovation of Rooms of L&M block M/O Defence Phase III.	NDZ1	V. Nainani	31-Jan-92
35.	Renovation of Hyderabad House at K.G. Marg - SH: Disposal of Rubbish	NDZ1	V. Nainani	02-Jan-92
36.	Renovation of toilets in Shastri Bhawan - Gate 6 & 7	NDZ1	V. Nainani	12-Feb-92
37.	Renovation of toilets Shastri Bhawan - Gate 5	NDZ1	V. Nainani	13-Feb-92
38.	S/R to Jodhpur Hostel, New Delhi, during 86-87 - Premix carpet	NDZ1	V. Nainani	09-Sep-91
39.	S/R to L&M Blocks - SH: Renovation of rooms, verandahs under Ph. IV	NDZ1	V. Nainani	12-Mar-92
40.	S/R to Nirman Bhawan during 81-82.	NDZ1	V. Nainani	04-Dec-91
41.	C/o Museum at Janpath, New Delhi - Water proofing	NDZ2	S.S. Juneja	06-Sep-91
42.	Extension of Bangla Desh pavilion at Pragati Maidan	NDZ2	S.S. Juneja	01-Nov-91
43.	National Museum Building - underground sump	NDZ2	S.S. Juneja	26-Aug-91
44.	Extension of runway 05/23 & strengthening work at Mohanbari	NEZ	V. Nainani	19-Sep-91
45.	Extension, strengthening and resurfacing of runway at Agartala	NEZ	V. Nainani	10-Feb-92
46.	Res/Non res. buildings for CRPF at Gauhati - 128 type I	NEZ	T.K. Misra	17-Mar-92
47.	Strengthening of runway at Doom Dooma	NEZ	V. Nainani	23-Sep-91
48.	Strengthening of taxi track and apron at Silchar	NEZ	V. Nainani	14-Oct-91
49.	12 Type II, 2 Type III, 2 Type IV Qrs. for BSF at Ferozepur.	NZ	N.H. Chandwani	11-Dec-90
50.	122 Quarters for AG, Jaipur.	NZ	S.S. Juneja	24-Oct-91

No.	Name of work on which the claim was preferred	Erstwhile CPWD Zone	Name of Arbitrator	Date of award
51.	2 Type V Qrs. for CRPF Rambagh, Srinagar.	NZ	S.S. Juneja	14-Feb-92
52.	24 Type I and 16 Type II Qrs. for BSF Singpura (J&K).	NZ	S.S. Juneja	21-Jan-92
53.	8 Type III Qrs. at CJIL Agra.	NZ	S.S. Juneja	18-Aug-91
54.	C/O BS Fencing on Punjab Border in Derababa Nanak.	NZ	S.S. Juneja	31-Jan-92
55.	C/O Compound wall & Gate at CHZ Agra	NZ	S.S. Juneja	16-Aug-91
56.	D/O Training areas in BSF Camps, Jalalabad.	NZ	S.S. Juneja	16-Mar-92
57.	Officers accommodation for BSF Jodhpur.	NZ	S.S. Juneja	13-Jun-91
58.	Quarters for Income Tax, Jaipur. (Electrical work)	NZ	S.S. Juneja	09-Oct-91
59.	Renovation - 74-75, Hqrs. West Command Signal Centre, Simla	NZ	S.S. Juneja	08-Oct-91
60.	Restoration of bridge on Pathankot Jammu Rd.	NZ	S.S. Juneja	29-Jan-92
61.	12 Nos. type V Staff Qtrs. for AG(AP), Hyderabad.	SZ	V. Nainani	17-Jul-91
62.	Auditorium for AICRP at Kodaikanal, Hyderabad.	SZ	V. Nainani	16-Oct-91
63.	Barbed wire fencing with gates at HBS, Paraliar	SZ	V. Nainani	08-Aug-91
64.	Buildings for Central Tobacco Board, Jangareddyguden	SZ	V. Nainani	17-Mar-92
65.	C/O 24 Type D Qrs. for NIRD, Hyderabad.	SZ	V. Nainani	06-Sep-91
66.	C/O JCO mess and accommodation i/c internal water supply	SZ	V. Nainani	18-Mar-92
67.	C/O of Residential Qrs. for ESIC at Hyderabad.	SZ	V. Nainani	15-Oct-91
68.	C/O Residential Accommodation in GP at Gachibowli.	SZ	V. Nainani	04-Dec-91
69.	C/O School Building & Staff Qrs. at K.Vidyalaya, Trichur	SZ	V. Nainani	03-Sep-91
70.	Groyne wall to protect Sea shore Mahabalipuram.	SZ	S.S. Juneja	02-Jan-92
71.	New Aerodrome at Calicut.	SZ	V. Nainani	03-Feb-92
72.	New Aerodrome at Karipur, Calicut.	SZ	V. Nainani	05-Sep-91
73.	Residential Qtrs. for CPWD maintenance staff, Trivandrum	SZ	V. Nainani	05-Aug-91
74.	Special Repair to Canara Bank Building	SZ	V. Nainani	04-Sep-91
75.	2 Nos. Type V Qrs. for I. Tax & Central Excise at Altoporvorim.	WZ	V. Nainani	12-Dec-91
76.	24 Type II & 16 Type III Qrs. for IBM at Margoa, Goa.	WZ	V. Nainani	31-Oct-91
77.	56 Qtrs. for I. Tax & Central Excise, Hubli	WZ	V. Nainani	27-Feb-92
78.	8 Type IV & 8 Type I Qrs. for IBM at Nargoa.	WZ	V. Nainani	30-Jun-92
79.	East/West/Central Block Med. College, Goa Ph II	WZ	V. Nainani	26-Dec-91
80.	Goa Medical College, Goa.	WZ	V. Nainani	23-Dec-91

No.	Name of work on which the claim was preferred	Erstwhile CPWD Zone	Name of Arbitrator	Date of award
81.	Lab. at CLI Bombay SH: Superstructure.	WZ	V. Nainani	26-Feb-92
82.	Permanent Terminal Building at Dabolim Airport, Goa.	WZ	V. Nainani	18-Aug-92
83.	Site preparation for installation of NIC computer, Pune	WZ	N.H. Chandwani	18-Sep-90
84.	Terminal Building, Dabolim Airport, Goa	WZ	V. Nainani	18-Mar-92

Abbreviations :

CZ	Construction Zone
DAZ 1	Delhi PWD Zone 1
EZ	Eastern Zone
NDZ 1	New Delhi Zone 1
NDZ 2	New Delhi Zone 2
NDZ 3	New Delhi Zone 3
NZ	Northern Zone
NEZ	North Eastern Zone
SZ	Southern Zone
WZ	Western Zone

Appendix 2

Some often quoted court decisions, citation and a gist of decisions relevant to arbitration work.

(Given below is the citation and the gist of some court decisions. For a detailed understanding of the import of the decision, full text of the judgement may be referred.)

Reference to the case	Name of the court	Citation	Relevant Clause / Topic	Substance contained in the decision
1. Digamber Balwant Kulkarni Vs State	Supreme Court	AIR 1979 Supreme Court 1339	Clause 02	Although in clause 2 of the contract it was specifically mentioned that time was of essence of the agreement between the parties, all that was meant was that in case the work was not complete within the time originally specified in that behalf, the plaintiff would be liable to pay such compensation for delay in execution as was fixed by the Superintending Engineer within the limits laid down in the clause. This becomes clear not only from the provision appearing in clause 2 and stating that the contractor shall pay as the compensation an amount equal to 1 per cent or such smaller amount as the Superintending Engineer may decide for every day that work remains uncommenced or unfinished after the proper date, but also from the contents of clause 3 of the contract which would become operative only if the plaintiff renders himself liable to pay compensation in accordance with clause 2 or abandons the work either on account of serious illness or death or for any other cause and it is then that the contract would become liable to rescission. Clauses 2 and 3 have to be read together and integrated with reference to each other and their provisions, read as one single whole, clearly mean that the contract was to continue to be force till the completion of the work or its abandonment. The time was of essence of the contract only in the sense that if the plaintiff completed it within the original period of one year, he would not be liable to pay any compensation but that in case he overstepped the said time limit he would have to compensate the defendants for every day of the delay in completing the work and that the right to rescission would accrue to the defendant No. 2 only when the compensation due exceeds the amount of the security deposit or the plaintiff abandoned the work. Till the time the contract was rescinded therefore, it was fully in force and the rescission was consequently well founded, being squarely covered by clause 3 of the contract, sub clause (a) of which conferred on the Executive Engineer the right to forfeit the security deposit. Far from being illegal, the forfeiture was fully justified and High Court's finding to the contrary is liable to be reversed.
2. Hind Construction Contractors Vs State of Maharashtra	Supreme Court	AIR 1979 Supreme Court 720	Clause 02	The construction of contract must exclude the inference that the completion of work by a particular date was intended to be fundamental if contracts were to include clauses for provision of extension of time or for payment of fine or penalty for everyday or week the work remains unfinished on the expiry of the contracted time, such contract clause will be construed as rendering ineffective the express provision relating to time being of essence of contract. Clause 6 conferred power on the Executive Engineer to grant extension of time on reasonable grounds. In other words in certain contingencies, parties had contemplated that extension of time would be available to the contractor. Such a provision is inconsistent with the parties intending to treat the stipulated period 12 months in Cl. 2 as fundamental. Similarly, in Cl. 2 itself, provision was made for levying penalty/compensation at specified rates. Under the circumstances the rescission was wrongful and illegal. If time was not of the essence of contract or if the stipulation as to the time fixed for completion had by reason of waiver ceased to be applicable, then the only course open to the state was to fix some time making it the essence and if within the time so fixed, HCC had failed to complete the work within such period the state could have rescinded the contract Though time was not of essence of the contract, the state did not fix any further period making time of essence, directing HCC to complete the work

Reference to the case	Name of the court	Citation	Relevant Clause / Topic	Substance contained in the decision
				within such period. Instead, it rescinded the contract. Due to wrong and illegal rescission, the state committed a breach of contract and therefore there could be no forfeiture of S.D
3. S.A.Builders (P) Ltd. Vs Delhi Development Authority	Delhi High Court	1990(2) AIR 318	clause 02	Notice not issued on stipulated date of completion or soon thereafter. Notice issued 7 yrs. later after the counter claims were referred to arbitrator. meaningless. Counterclaim rightly rejected.
4. Sudhir Brothers Vs Delhi Development Authority	Delhi High Court	1588/1987 - 21.12.90	clause 02	Arbitrator finds nothing to show that parties mutually agreed to enlarge time. Cl.2 inoperative. SE levied compensation 3 years after rescission. unreasonable delays by DDA. Court says rejection of C.C under cl.2 does not upset SC decision in Vishwanath Sood
5. Vishwanath Sood Vs Union of India	Supreme Court	AIR 1989 Supreme Court 1952	Clause 02	Our conclusion, therefore, is that the compensation under clause 2 is outside the purview of the arbitrator and the compensation determined under clause 2 either by the engineer-in-charge or on further reference by the Superintending Engineer, will not be capable of being called in question before the arbitrator. reading clause 2 and 25 together we think that the conclusion is irresistible that the amount of compensation chargeable under clause 2 is a matter which has to be adjudicated in accordance with that clause and which can not be referred to arbitration under clause 25.
6. Sudhir Brothers Vs Delhi Development Authority	Delhi High Court	1588/1987 - 21.12.90	Clause 07	Final bill in minus. Arbitrator says no explanation by DDA as to why payments made earlier should reduce. Arbitrator asks EE to add corresponding amount & awards. Court says plea of 'no explanation' not correct. Award amount be reduced to that extent.
7. Sudhir Brothers Vs Delhi Development Authority	Delhi High Court	1588/1987 - 21.12.90	Clause 14	Counter claim for defective work rejected by arbitrator. Arbitrator's decision upheld as there was no notice under clause 14 within 6 months of rescission. Only notice was 1 year before the rescission and the contractor must have complied with the notice.
8. Sudhir Brothers Vs Delhi Development Authority	Delhi High Court	1588/1987 - 21.12.90	Clause 42	Arguments by both sides. DDA lays stress on cl.42. Court says it need not go into respective submissions. Arbitrator has a certain view and it can not be said to be perverse. court will, therefore, not set aside.
9. Hyderabad Municipal corporation Vs M Krishnaswamy Mudaliar	Supreme Court	AIR 1985 SC. 607	Extra rates for delay by department	stipulated time 1 year lack of budget provision. contractor asked to spread over the work to 2 yrs. he claimed extra rates to be paid. govt. did not say no till final bill was prepared. Held - Extra rates payable in equity and law
10. Executive Engineer (Irrigation) Balimala Vs Abdhuta Jena	Supreme Court	1988 Supreme Court 418	Interest	In the case to which the 1978 Interest Act applies the award of interest prior to the proceedings is not open to question. In regard to pendente lite interest, that is, interest from the date of reference to the date of award, the claimants would not be entitled to the same for the simple reason that the arbitrator is not a court within the meaning of the S. 34 of the C.P.C., nor were the references made to the arbitrator made in the course of suits. In the case which arose before the commencement of the Interest Act 1978, the claimants are not entitled to claim interest either before the commencement of proceedings or during the pendency of arbitration. They are not entitled to claim interest for the period prior to the commencement of arbitration proceedings for the reason that Interest Act 1939 does not apply to their cases and there is no agreement to pay interest or any usage of trade having the force of law or any other provision of law under which the claimants were entitled to recover interest. They are not entitled to claim pendente lite interest as the arbitrator is not a Court nor were the reference to arbitration made in suits.
11. G Vishwanath & Ors. Vs UOI	Madras High Court	O.P.No. 104 of 1984	Interest	Petitioners in application 3192 1990 have not had the benefit of the amount (refers to award amount deposited in court). Hence

Reference to the case	Name of the court	Citation	Relevant Clause / Topic	Substance contained in the decision
				Union of India directed to pay the interest till date of realisation.
12. Secretary Irrigation Department Vs G.C.Roy	Supreme Court	AIR 1992 SC 732	interest	Person deprived of use of money entitled to be compensated. Call it by any name. Call it interest, compensation or damages. Valid for period before arbitrator or prior to his entering into reference. Arbitrator is a creature of an agreement
13. Secretary Irrigation Department Vs G.C.Roy	Supreme Court	AIR 1992 SC 732	interest	Parties can prescribe procedures and powers to be conferred. But they should be not opposed to law. arbitrator should also make award in accordance with general law and agreement. Interest pendente lite is not a matter of substantive law like interest
14. Secretary Irrigation Department Vs G.C.Roy	Supreme Court	AIR 1992 SC 732	interest	for the prior period. For doing complete justice to the parties, such power has always been inferred. (Seth Thawardas Pherumal Vs UOI not followed in later decisions. Has been distinguished on basis that there was no claim for interest in that case)
15. Secretary Irrigation Department Vs G.C.Roy	Supreme Court	AIR 1992 SC 732	interest	Where the agreement between the parties does not prohibit grant of interest and where a party claims interest and that dispute is referred to the arbitrator, he shall have the power to award interest pendente lite.
16. Secretary Irrigation Department Vs G.C.Roy	Supreme Court	AIR 1992 SC 732	interest	Not a case where arbitrator refused cogent & material facts. The award can not be said to be vitiated by no-reception or non-consideration of the relevant aspects of the matter. Court never questions/considers appraisalment of evidence by arbitrator.
17. Associated Engineering Co. Vs Government of Andhra Pradesh	Supreme Court	1992 SC 232	Setting aside of the award	Arbitrator can not act arbitrarily, irrationally, capriciously or independently of the contract. His sole function is to arbitrate in terms of the contract. He has no powers apart from the parties have given him under the contract.
18. Associated Engineering Co. Vs Government of Andhra Pradesh	Supreme Court	1992 SC 232	Setting aside of the award	If he has travelled outside the bounds of contract, he has acted without jurisdiction. If he wanders outside the contract and deals with matter not allotted to him, he commits a jurisdictional error. Can be established by looking outside the award.
19. Associated Engineering Co. Vs Government of Andhra Pradesh	Supreme Court	AIR 1992 SC 232	Setting aside of the award	If the decision of the arbitrator is found contrary to or beyond the terms of the agreement there is an error apparent on the face of the award and the arbitrator is guilty of misconduct
20. Babu Ram Vs Delhi Development Authority	Delhi High Court	1992(2) AIR 172	Setting aside of the award	There can not be re-appreciation of evidence. Respondent has failed to show whether the arbitrator has misconducted or there is any error apparent on the face of the award.
21. Ch. Ramalinga Reddy Vs Supdt. Engineer & Ors.	Supreme Court	1994 (5) SCALE	Setting aside of the award	Arbitrator was bound by the contract between parties and to decide the claims referred to him in the light thereof. His award being found to be contrary to the plain terms of the contract, it was liable to be set aside to that extent ...
22. Ch. Ramalinga Reddy Vs Supdt. Engineer & Ors.	Supreme Court	1994 (5) SCALE	Setting aside of the awardarbitrator was required to decide the claims referred to him having regard to the contract between the parties. His jurisdiction, therefore, limited by the terms of the contract. when the contract plainly barred the appellant from making the claim
23. Ch. Ramalinga Reddy Vs Supdt. Engineer & Ors.	Supreme Court	1994 (5) SCALE	Setting aside of the award	It was impermissible to make the award in respect thereof and the court was entitled to intervene.
24. Jugal Kishore Prabhati Lal Sharma Vs V.P.Sharma	Supreme Court	1993(1) Arb. Law. Rep	Setting aside of the award	Objection not raised before arbitrator not allowed in court. arbitrator has powers of court i/c grant of interest when disputes in court referred to arbitrator. Objectors not to be punished if delay in valuation. For that delay interest not allowed
25. Jugal Kishore Prabhati Lal Sharma Vs	Supreme Court	1993(1) Arb. Law reporter	Setting aside of the award	Court can not interfere with just and reasonable interpretation of an agreement. Arithmetical errors can be corrected.

Reference to the case	Name of the court	Citation	Relevant Clause / Topic	Substance contained in the decision
V.P.Sharma				
26. K.C.Goyal Vs Delhi Development Authority	Delhi High Court	1994(2) AIR 115	Setting aside of the award	court can not look into sufficiency/insufficiency of evidence & can not substitute its own opinion for that of arbitrator. Arbitrator can not award anything in contravention of agreement. (Tender documents gave complete description of site).
27. K.C.Goyal Vs Delhi Development Authority	Delhi High Court	1994(2) AIR 115	Setting aside of the award	(Tender documents gave complete description of site). Petitioner can not afterwards allege that there was narrow lane and he had to spend extra on carriage material and claim extra. arbitrator committed error in awarding Rs. 523675. This is set aside.
28. K.P.Poulose Vs State of Kerala	Supreme Court	AIR 1975 SC 1259	Setting aside of the award	If the material document is not taken into account while giving the decision by the arbitrator it will amount to misconduct
29. K.P.Poulose Vs State of Kerala	Supreme Court	AIR 1975 SC 1259	Setting aside of the award	Misconduct has not a connotation of moral lapse. It comprises legal misconduct which is complete if the arbitrator on the face of the award arrives at inconsistent conclusion even on his own finding or arrives at the decision by ignoring material documents which throw abundant light on the controversy to help a fair and just decision. In the instant case the arbitrator has misconducted the proceedings by ignoring the two very material documents to arrive at a just decision to resolve the controversy between the Department and the Contractor. Even if Department did not produce those documents before the Arbitrator it was incumbent upon him to get hold of all the relevant documents including the two documents in question for the purpose of a just decision. Further, he arrived at an inconsistent conclusion even on his own finding. The award suffered from a manifest error apparent ex facie, Air 1973 KER reversed.
30. Naraindas R Israni Vs DDA	Delhi High Court	1994(2) AIR 301	Setting aside of the award	court can pass decree on such portion of the award as is not challenged and deemed to have been admitted
31. S.A.Builders (P) Ltd. Vs Delhi Development Authority	Delhi High Court	1990(2) AIR 318	Setting aside of the award	Not open to the court to sit in appeal over the award & review reasons. in some claims no reasons given. These items are severable. Arbitrator can not award interest from date of reference. Can allow for prior period. Remitted back to reconsider bad parts.
32. - (Sabyasachi and G.I.Ozza JJ)	Supreme Court	AIR 1987 SC 2316	Setting aside of the award	Reasonableness of reasons by arbitrator not challengeable. Arbitrator is sole judge of quantity & quality of evidence. SC will not perform task of being a judge of evidence. Court might have concluded differently but will not set aside on that ground
33. Shiv Kumar Wassal Vs Delhi Development Authority	Delhi High Court	1990(1) AIR 101	Setting aside of the award	It is not for court to go into reasonableness of reasons. Even if two views are possible, it is not for the court to substitute its own view for that of the arbitrator
34. Shiv Kumar Wassal Vs Delhi Development Authority	Delhi High Court	1990(1) AIR 197	Setting aside of the award	Arbitrator is competent to allow pendente lite interest but not future interest. Court can allow future interest.
35. Uttam Singh Duggal & Co. Vs Union of India	Delhi High Court	1988(2) AIR 225	Setting aside of the award	Award is reasoned. Arbitrator is the final arbiter. Award is not open to challenge on the ground that arbitrator reached wrong conclusion or failed to appreciate facts.
36. Vijay Singh Amar Singh & Co. Vs Hindustan Zinc Ltd.	Rajasthan High Court	1992(2) AIR 203	Setting aside of the award	Plaintiff, without coercion, fraud, misrepresentation or undue influence accepted arbitration clause stipulating appointment by defendant. He is now estopped from raising the issue that the arbitrator is an employee of defendant.