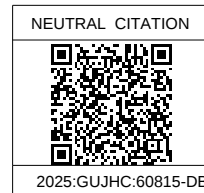


**IN THE HIGH COURT OF GUJARAT AT AHMEDABAD****R/CIVIL APPLICATION (FOR CONDONATION OF DELAY) NO. 4626 of 2025****In****F/FIRST APPEAL NO. 21909 of 2025****With****F/FIRST APPEAL NO. 21909 of 2025****With****CIVIL APPLICATION (FOR STAY) NO. 1 of 2025****In F/FIRST APPEAL NO. 21909 of 2025****VADODARA MUNICIPAL CORPORATION****Versus****RANJIT BUILDCON LTD****Appearance:****ANSHUL N SHAH(8540) for the Applicant(s) No. 1****CORAM: HONOURABLE THE CHIEF JUSTICE MRS. JUSTICE SUNITA AGARWAL****and****HONOURABLE MR. JUSTICE D.N. RAY****Date : 07/10/2025****ORAL ORDER****(PER : HONOURABLE THE CHIEF JUSTICE MRS. JUSTICE SUNITA AGARWAL)**

1. This is a wholly misconceived appeal filed under Section 37 of the Arbitration and Conciliation Act, 1996, (for short "the Act, 1996") by the Vadodara Municipal Corporation. There is a delay of 137 days, explanation of which is not to the satisfaction of the Court. Pertinent is to note that the present appeal has been presented on 09.07.2025 to challenge the order dated 07.02.2025 passed by the Commercial Court, Vadodara in rejecting the application under Section 34 of the Act, 1996.



2. Learned advocate for the appellant has relied upon the following decisions :-

“1. State of Haryana Vs. Chandra Mani and Ors. reported in MANU/SC/0426/1996.

2. Collector, Land Acquisition, Anantnag and another Vs. Mst. Katlji and others reported in 1987 (2) SCC 107.

3. M/s. SAB Industries Limited Vs. The State of Himachal Pradesh and Another [Special Leave to Appeal (C) No.(s) 21111/2024.]”

3. A perusal of the application seeking condonation of delay indicates that casual statement has been made in the affidavit of the Executive Engineer (Bridge Project), authorized officer of the appellant-Corporation about the delay in processing the matter for filing the present appeal. In one of the paragraphs of the application seeking condonation while explaining delay, it is stated that the matter could not be processed on account of leave taken by the then Executive Engineer for a period of three months namely March, April and May, 2025. Then, the Executive Engineer had submitted his resignation and when the new incumbent had joined, the file was located and sent to the Legal Department. This delay of approximately three



months after necessary approval granted by the Municipal Commissioner on 19.03.2025 is not to the satisfaction of the Court. Further assertion in the application is of the period after 03.06.2025, with regard to which it is submitted that due to summer vacation of the High Court, the advocate was not available and the draft for filing of the appeal was prepared on 09.07.2025, which was the first day after the re-opening of the High Court after summer vacation. This statement made in the affidavit filed by the Executive Engineer of the Corporation is completely misleading and erroneous.

4. It is also pertinent to note that some explanation is sought to be given about the delay for the period from 03.06.2025 to 24.06.2025 because of the engagement of the Executive Engineer in some administrative work of the Corporation which cannot be accepted as sufficient explanation for the delay in filing the present appeal.

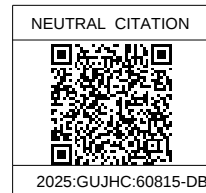
5. Taking note of the above, we are of the considered opinion that the appellant has utterly failed in giving a reasonable explanation much less sufficient explanation for the delay of 137 days in filing the present appeal. Moreover,



the award is of the year 2017 and the claim of the contractor is pertaining to the final bills of the year 2012 awarded by the learned Arbitrator. About 13 years have passed and the contractor has not been able to receive the payment even after completion of the work as on 03.10.2012.

6. The Commercial Court while rejecting the application under Section 34 of the Act, 1996 categorically records that none of the findings of the learned Arbitrator appears to be patently illegal, rather they are in fact informed with adequate reasons and consideration of evidence placed before it. The matter of interpretation of the clauses of the contract is within the domain of the arbitrator and the Court while adjudicating application under Section 34 of the Act cannot substitute a plausible view taken in the arbitral proceeding. No perversity in the interpretation of the contract which shocks the conscience of the Court could be brought before the Court which would warrant any interference.

7. In **Government of Maharashtra (Water Resources Department) Represented by Executive Engineer vs. Borse Brothers Engineers and Contractors Private**



Limited reported in **(2021) 6 SCC 460**, the Hon'ble Supreme Court has held as under :-

"63. Given the aforesaid and the object of speedy disposal sought to be achieved both under the Arbitration Act and the Commercial Courts Act, for appeals filed under section 37 of the Arbitration Act that are governed by Articles 116 and 117 of the Limitation Act or section 13(1-A) of the Commercial Courts Act, a delay beyond 90 days, 30 days or 60 days, respectively, is to be condoned by way of exception and not by way of rule. In a fit case in which a party has otherwise acted bona fide and not in a negligent manner, a short delay beyond such period can, in the discretion of the court, be condoned, always bearing in mind that the other side of the picture is that the opposite party may have acquired both in equity and justice, what may now be lost by the first party's inaction, negligence or laches."

8. None of the decisions relied by the learned advocate for the appellant are applicable on the facts of the present case.

9. Taking note of the above, we dismiss the application seeking condonation of delay which remained unexplained, inasmuch as, the explanation given is not to the satisfaction of the Court. With the dismissal of the delay condonation application, the appeal under Section 37 stands dismissed.

(SUNITA AGARWAL, CJ)

(D.N.RAY,J)

BINA SHAH