

SUPREME COURT OF INDIA

Kunja Behari Banerjee & Sons

Vs.

The New India Assurance Co. Ltd

C.A.No.6040-6041 of 2002

(H.K. Sema and Markandey Katju JJ.)

23.04.2008

ORDER

These appeals, filed by the claimant, are directed against the judgment and order dated 7/8/2001 passed by the Division Bench of the High Court affirming the judgment dated 20/7/1993 passed by the Assistant District Judge No.1, Guwahati in Misc.(Arb.) Case No.72/1992 thereby upsetting the award passed by the Arbitrator.

Respondent, though served, is not represented today by any counsel on the first call.

Even on second call, none appears on behalf of the respondent.

These appeals are of 2002 and deserve expeditious disposal. We, therefore, proceed to hear Mr. P.K. Goswami, learned senior counsel appearing on behalf of the appellant.

In view of the order that we propose to pass, it may not be necessary to recite the entire facts leading to the filing of the present appeals. Suffice it to say, the appellant's shop was insured with the respondent company for an amount of Rs.3,00,000/-. There was a fire accident in the premises of the appellant. The insurance company agreed to pay Rs.2,25,808/-.

However, the same was not accepted by the appellant and an arbitrator was appointed.

The arbitrator awarded Rs.73,350/- over and above Rs.2,25,808/- alongwith interest @ 18% per annum, which was upset by the trial Judge whose judgment was affirmed by the High Court.

On perusal of the award passed by the arbitrator, we are of the view that the award was supported by sufficient reasons and documents. In that view of the matter, the trial Court as well as the High Court erred in law in interfering with the well-reasoned award passed by the arbitrator. Accordingly, the orders of the trial Court and the High Court are set aside. The award dated 24/2/1992 passed by the arbitrator is restored.

The appeals are allowed in the above terms.