#### CASE STUDY OF S.C.RAILWAY ARBITRATION CASES

#### 1.0 **ARBITRATION**

Arbitration is a form of alternative dispute resolution (ADR) is a legal technique for the resolution of disputes outside the courts, wherein the parties to a dispute refer it to one or more persons (the "Arbitrators", "Arbiters" or Arbitral Tribunal) by whose decision (the award) they agree to be bound.

## 2.0 **OBJECT OF PROJECT**

The object of this project is to case study the S.C.Railway arbitration awards for the last 5 years and suggest remedial measures.. The study has revealed that Railway is loosing many arbitration cases since the same is not effectively countered during arbitration. The case study also reveals the poor management of Contracts. Hence a genuine attempt is made to categorize the claims generated from these Arbitration cases of S.C.Railway and suggest ways and means how these or similar Claims can be effectively countered quoting GCC Clauses and Arbitration Act Sections which will be very useful for the Divisional Officers who actually defend the cases in the Tribunal. The case studies also revealed various reasons for raising the claims by Contractors and this Projects objective also is to suggest remedial measures so that such mistakes are not repeated by using better Tender/Contract Management systems which will be discussed during the course of this Project.

#### 3.0.0 CASE STUDY OF S.C.RAILWAY ARBITRATION CASES

An attempt is made to analyse 89 arbitration awards/cases of S,C,Railway for the period 2007 -2008; 2006 - 2007; 2005 - 2006 years. The analysis may be seen at 4.0.0 of this Project Some of the important case studies are discussed as under

#### 3.1.1 ARBITRATION CASE STUDY No. 1

Work: Construction of Railway Service Commission Building at SC

Value : Rs 3,92,946

Date of Commencement :31-10-1981

Due date of Completion : 30-03-1982

Date of Completion :31-03-1984

## **DEVELOPMENTS DURING CONTRACT**

- There was delay for supply of drawings, and the cement supply was irregular.
- Drawings were supplied on 23-02-1982.

- During the progress of work contractor requested for enhanced rate on account of delay for drawings, irregular supply of cement etc.
- Two extensions were granted and work completed on 31-03-1984.
- The final bill is not passed on account of non sanction to variation statement.
- Contractor preferred 5 claims vide his letter dated 7-12-1994 and 2 claims were referred and 3 were rejected.

## **CLAIMS AND AMOUNT AWARDED (1st Arbitration)**

Claim	Details of Claim	Claim Amount	Award Amount Rs.
No.		Rs.	
1	Delay caused by due to non supply of	2,50,000	2,14,106 + SI 18%
	drawings, cement, nonpayment of bills		from date of award to
			date of payment
2	Final bill with 10% SD to be paid	1,400 +	16002 + 18% SI from
		10% SD	date of award to
			payment
3	Profit loss on claim amount of Rs	2,50,000	Not Referred for
	2,50,000		Arbitration
4	Interest @ 24% p.a. for 5 years	To be worked out	Do
5	Legal charges 10% of award	To be worked out	Do

#### DEVELOPMENT AFTER AWARD

- Railway contested award on claim No.1 & 2.
- Lower Court confirmed the award on claim No.2 with 12% interest and set aside award on claim No 1.
- Award on claim No.2 with interest paid.
- Claimant challenged in High Court setting aside of award on claim No 1.
- High Court confirmed the award on claim No.1 and amount paid to claimant in Nov'1999.
- During the above, claimant requested in 1998 to refer the unreferred claim No.3 and raised additional 3 more claims.
- It was advised that claimant waived his rights on additional claims/unreferred claims on account of limitation.

- Claimant filed OP in City Civil Court during 2002 and Court appointed Sri Venu gopala Rao Retd. Judge as Arbitrator.
- Arbitrator pronounced award on 16-08-2005.

#### **CLAIMS AND AMOIUNT AWARD ED**

Claim	Details of Claim	Amount	Awarded
No.		Claimed	
		Rs.	
1	Loss of profit on claim amount 20%	2,50,000	Nil (not entitled)
2	Intererst @ 24% p.a. for five years	To be worked	Nil (not entitled)
		out	
3	Legal charges @ 10% of the award	To be worked	Nil
		out	
	Additional New Claims		
4	Loss of amount due to blocking of	75,312	Nil (not entitled)
	capital		
5	Loss due to business damages	80 lakhs	58,74,343
6	Cost of arbitration	20% on Rs	Nil (not entitled)
		2,30,108	
7	Compound Interest @ 24% p.a.	On addition al	18% SI p.a. on
		claims from	Rs 58,74,383
		02-04-1984	w.e.f
		till realization	01-01-2000 till
			date of
			realization.

# POINTS MADE BEFORE ARBITRATOR (RAILWAY'S ARGUMENTS WITH ARBITRATOR)

- It was strongly contested by the Railways that the claims are barred by limitation.
- Not maintainable under section 55 and 73 of the Indian Contract Act 1872.
- Opposed to public policy. Relied upon number of judgements.
- Arbitrator has no jurisdiction to deduct the earlier amount passed on the 1st arbitration award.

- The claimant has not submitted any evidence as to how he is entitled the loss of turn over and its authenticity.
- The contractor was paid Rs 3.64 laks as arbitration award for contract value of 3.92 laks and now the award is around Rs 1.18 crores as on date of award

#### **CONTRACTOR'S ARGUMENTS**

- On the other hand, the contractor supported his claims stating the amount which wa paid by order of the court, if paid on day of the completion of 31-03-1984, he would have earned 10% turnover and this loss of turnover is more than 1 crore but he restricted to Rs 80 laks.
- But the sole arbitrator turned down all the pleadings of the Railways and awarded following claims by award dated 9-8-2005

#### CONTESTING OF 2ND ARBITRATION AWARD IN CITY CIVIL COURT

- The above award is challenged before the City Civil Court, Secunderabad and the same is pending
- This award is arbitration over arbitration.
- Reference to arbitration is barred by limitation. Arbitrator erred in deciding the issue of limitation.
- Contractor not sort legal remedies within the statuary period.
- Arbitrator exceeded jurisdiction.
- Arbitrator accepted the arithmetical jugglery submitted by claimant without verifying it.
- Arbitrator worked out turnover loss which is equivalent to 400% interest.
- Arbitrator interfered with the earlier arbitration award.

#### **OUT OF COURT**

- Claimant offerred reduction on the arbitration award which is contested in court and requested for out of court settlement.
- General Manager nominated a SAG committee for negotiation.
- Claimant reduced the interest from 18% to 14%. Committee submitted the negotiated report without recommendation.

- Competent authority (GM) accepted the negotiated award.
- Out of court settlement signed by claimant and respondent and filed in Lok Adalat.
- Lok adalat decreed the out of court settlement and also nullified the contesting of arbitration award in the City Civil Court.
- Memorandum of sanction issued for payment of 1.18 crores

#### PETITION FOR RECALLING LOK ADALAT ORDER

- Case was reviewed by General Manger at the incidence of Finance and ordered to recall the Lok Adalat decree.
- Recall petition filed in Lok Adalat.
- Recall petition of Railway dismissed in favour of claimant contractor.
- Executive petition filed by claimant came up for hearing.
- Railway filed appeal in High Court against Lok Adalat order and obtained stay for EP.
- Appeal petition is in process in High Court.

#### 3.1.2 ARBITRATION CASE STUDY No. 2

Work: Provision of Accommodation for the laboratory, officers rooms and class rooms at IRISET Secunderabad.

Value : Rs. 4,39,638
 Date of Commencement : 28-1-1981.
 Date of Completion : 27.10.1981.
 Completion period : 9 months
 Work Completed : 31-8-1983

#### **DEVELOPMENTS DURING CONTRACT**

- Four extensions have been given up to 31.8.1983 at the request of the contractor.
- Certain disputes arose during the execution of the contract and Contractor framed 5 claims on 12/10/1984.

• As per GCC, GM appointed Railway Joint Arbitrators (2) on 2-6-1986 to adjudicate the disputes on the following claims

#### **CLAIMS AND AMOUNT AWARDED (1st Arbitration)**

Claim	Details of Claim	Claim	Award
No.		Amount (Rs)	Amount (Rs)
1st	Expenditure incurred for delay caused by	2,35,000	54288
Claim	Railways		
2 <sup>nd</sup>	Rock excavation done by hand chiseling	6157	2657
Claim	instead of blasting		
3rd	Extra cost due to excessive use of steel.	1,87,729	1,29,000
Claim			
4 <sup>th</sup>	Reduction of quantity of Snowcem item	40,568	Nil
Claim			
5 <sup>th</sup>	Compound interest	@24%	S.I.@ 10% from
Claim			31.3.1984
	Total value	4,69,454	185945+ Interest as
			above.

#### **DEVELOPMENT AFTER AWARD**

- Joint arbitrators passed the award on 28.3.1990 awarding Rs.1,85,945 with simple interest @10% from 31.3.1984 till date of payment.
- Award amount of Rs. 1,85,945 was satisfied in the month of February 1991. But interest portion (Claim No.5) challen ged in the City civil court.
- a) Joint arbitration filed the award to make the award as a decree of the Court.
  - b) The Contractor also challen ged the entire award.
- The lower court set aside the award on 13.6.94 holding that the joint arbitrators has not given the reasons.
- Further directed that the fresh arbitrator may be appointed to adjudicate the disputes.
- Railway requested Contractor to repay the award amount; Contractor did not.
- As a result of the court directions, fresh Joint Arbitrators have been appointed on 31/8/2005.
- The Contractor framed two more claims as additional claims in addition to the already referred claim of 5 claims on 7-12-1994.

- Additional claims of 6 and 7 was referred to Arbitrator on 8/11/95 and another claim of 1.3 cores rejected by department.
- It was specifically advised to the Joint Arbitrators that the award may be passed giving reasons and decide the excepted matters.
- The claims referred and the award pronounced on 5/10/96 as under.

# CLAIM S AND AMOUNT AWARDED (2nd Arbitration)

Claim No	Details of claim	Amount claimed	Awarded	
1 <sup>st</sup>	Extra expenditure due to delay caused by	2,39,000	2,35,000	
Claim	Railway administration.			
3 <sup>rd</sup>	Extra cost due to excess use of steel	1,87,725	1,65,829	
Claim				
4th	Reduction of quantity of snowcem	40568	40,200	
Claim				
5 <sup>th</sup>	Compound interest @ 24% p.a.	-	18% simple interest	
Claim				
	Additional Claims:			
6 <sup>th</sup>	Legal charges from 31.3.1984	10% of the award	10% of the award	
Claim		amount.	amount.	
7 <sup>th</sup>	Overhead and profit and loss due to			
Claim a)	delay in finalizing the Claims for 31.3.84 to 30.11.1994.	amount i.e. Rs. 9,78,454	amount i.e. Rs6,69,504	
b)	Final bill amount of Rs.29,000 20% compensation for 5 years.	29,000	Nil	
c)	Interest 24% compound interest on Rs.29000/- 1984 to 1990	72,160	18% simple interest.	
d)	Profit and loss of interest on Rs.29,000 from 1984 to 1990.	34,528	Nil	
e)	Idle establishment of 6 months	24,600	Nil	
Total	16,11,738	11,41,940	Total	

	Railway's Counter Claims		
1.	Amount paid under earlier award	-	18% simple interest.

#### DEVELOPEMENTS AFTER THE 2nd AWARD

- Award amount other than the award amount on counter claims was contested by Railways.
- Arbitrators filed to make it as decree of the court.
- Lower Court rejected Claim Nos. 1 and 7 for an amount of Rs.9,30,604 and allowed award on other claims and counter claims.
- Railway paid the due amount.
- Contractor challen ged the rejection of award on Claim No. 1& 7.
- The High court on appeal allowed Claim No.1 and rejected Claim No.7.
- Railway challenged High court order (claim no.1) in the Supreme Court in 2001and Contractor also challenged high court order on award on Claim No.7in the Supreme Court
- Contractor filed EP in High court and obtained amount under Claim No.1.
- The appeals are tagged to gether and pending since 2001.
- In the mean while the Contractor filed another case before the city civil court No. OPNo./02 for appointment Arbitrator to settle the dispute which are emanated after the high court case for a value of Rs.1.5 cores on 5 claims. The rejected claim 1.3 cores also figure out.
- Lower court appointed Sri J. Venugopala Rao retired Dist. Judge to adjudicate the dispute by order dated 13.10.2004.
- Decided not to appeal against the appointment as Arbitrator is empowered to have is on jurisdiction.

#### CLAIMS AND AMOUNT AWARDED (3rd Arbitration)

Claim	Details of Claim	Claimed Amount	Award Amount
No.			
1.	Loss of turn over and	1.30 crore	61,35,017
	direct damages to the profession		(72.76 lakhs
	estimated at 1.3 crores from 1983		– 11.4 lakhs
	to 1994		awarded on
			earlier
			award)
2	Loss of profit and over head for the	Rs 1,69,559	Withdrawn.
	period of 31.10.87 to 31.12.83		
3.	Business damage up to 1.6.98	Rs 16,00,000.	Withdrawn
4.	Expenditure on Arbitration proceeding	Rs 2,25,000	1,49,350
5.	Compound interest on the above claim i.e	-	@ 18% simple
	24% PA		interest from
			18.6.99 till date of
			realisation on
			Rs.61,35,017.

#### POINTS MADE BEFORE ARBITRATOR RAILWAY'S ARGUMENTS

- It was strongly contended by the Railways that the claims are barred by limitation.
- Not maintainable under sections 55 and 73 of the Indian Contract Act 1872.
- Opposed to public policy. Relied upon number of judgments.
- It was contended by the Railways against above offer that, the jurisdiction of the arbitrator only to settle the dispute in accordance with the terms of reference, but not as a conciliator
- Arbitrator has no jurisdiction to deduct the earlier amount and pass the award as requested by the claimant.
- Arbitrator has no jurisdiction to allow the contractor to withdraw the case which is pending before the Supreme Court.
- The claimant has not submitted any evidence as to how he is entitled the loss of turn over and its authenticity.
- The proposition of the contractor is against to the public policy.

- The contractor was paid by the Railways so far, the value of the contract plus Rs.17 lakh as a compensation i.e. total Rs.21 lakh paid for a value of Rs.4 lakh contract.
- The contractor was sufficiently compensated.
- There is no law that a arbitrator can act without looking into the merits of the case

#### **CONTRACTOR'S ARGUMENTS:**

- On the other hand, the Contractor supported his claims stating the amount which
  was paid by order of the court, if paid on day of the completion of the date on
  which the work is completed i.e. on 31.8.1983, he could have earned 10%
  turnover and this loss of turnover is about Rs.2 crores, but he restricted to Rs. 1.3
  crores.
- The Contractor submitted before the sole arbitrator that if he awards the amount what he is claiming, will refund the amount paid earlier and also withdraw the case filed by him before the Supreme Court.
- But the sole arbitrator turned down all the pleadings of the Railways and awarded above claims by award dated 9-8-2005.

#### CONTESTED AWARD IN CITY CIVIL COURT

- The award is contested in City Cvil Court in 2005
- Contractor offered to withdraw the case from Supreme Court provided the award is paid
- Contractor requested for acceptance of award wwith a offer of reduction in Interest rate
- Contractor requested for out of court settlement which is turned down by Railwa Y.

#### RECENT DEVELOPMENT IN SUPREME COURT

- Supreme Court decided Claim No.1 of award in Railways favour in 2008
- Issued notice to contractor to return the Money

#### PRESENT POSITION

 Chhallenge of 3rd arbitration award is in advanced stage of hearing in City Civil Court

#### 3.1.2 **ARBITRATION CASESTUDY No.3**

Work: i) SUPPLYING AND STACKING BALLAST AT DOSAPADU. ii) CONSTRUCTION OF 24 UNITS QUARTERS ATBZA.

Value : Rs 10,30,561

:Rs 14,55,449

Date of Commencement : 24-05-1988 & 23-11-88

Due date of Completion : 30-07-1989 & 22-11-1989

Date of Completion : Both the Contracts terminated

#### **DEVELOPMENTS DURING CONTRACT**

 On ballast agreement 10% quantity supplied and contract terminated on 14-03-1990 at risk and cost.

• Quarters agreement terminated on 11-09-1989 at risk and cost.

• After termination of contracts, other units were advised to withhold the contractors amount to meet risk and cost.

• Contractor preferred 4 Claims on 25-04-1990.

## **CLAIMS PREFERRED ON 25-04-1990**

	Description of Claim	Claim amount in Rs.
I	Towards advances, losses etc.,	9,33,100/-
II	Freezing amount in a) GTL Division b) RE Organization	35,00,000 10,00,000
III	Loss sustained due Set back created in freezing	10,00,000
IV	If the circular is not withdrawn immediately, Loss due to jeopardized business for which department is responsible	1,00,00,000

#### **DEVELOPMENT IN COURT**

- Aggrieved by termination and issue of letter for withholding amount, contractor filed writ petition in High Court.
- High Court on 10-08-1980 ordered to lift the freezing orders on production GB for Rs 3,41,972 towards risk and cost.
- High Court directed Railways to initiate arbitration proceedings within 3 weeks.
- In compliance to Court judgement, contractor submitted his claim and requested on 8-09-1990 to refer for arbitration.
- The claims submitted by claimant; referred to Railway arbitrators and award pronounced are in the next slide.

#### **CLAIMS SUBMITTED ON 8-09-1990**

Cl ai m No	Details of Claim	Claim Amount	Claims Referred	Amount Awarde d in Rs.
I	Claims on ballast contract	9,33,100 + 24% interest from 14-03-1990.	9,33,100 + 24% interest from 14-03-1990.	5,32,959
II	Loss sustained due to set back created by the department	10 laks + 24% interest from 3-4- 1990	Not Referred	Not Referred
III	Loss due to advances etc. on quarters agreement	4,31,000 + 24% interest from 11-09- 1989	4,31,000 (Interest Not Referred)	2,69,500
Cou	unter Claim of Railway			
III	Counter claim of Railway	3,67,518	3,67,518	Nil

#### **DEVELOPMENTS AFTER AWARD**

- Award passed on 19-02-1992 was contested by Railway.
- Railways contesting dismissed on 23-07-1993 along with 12% interest.
- Appeal filed in High Court by Railway and after many court cases, the entire award along with interest for Rs 9,94,555 was paid on 23-04-1998.

#### DETAILS OF UNREFERRED CLAIMS AND ITS AWARD

Unreferred claims was also referred to the same tribunal on 27-03-1992 and award pronounced on 30-04-1994 is as below

P - 0 - 10 0	11000 011 0 0 0 1 1 2 2 1 1 2 1 1 2 1 2		
S1.	Details of Claim	Claim Amount	Amount Awarded
No.			
1	Interest on Quarter Agreement	Interest @ 24%	NIL
		from 1-09-89 on	
		Rs 4,31,000	
2	Loss sustained due to set back	10,00,000 +	6,90,346 +Interest @18% from
	created by the department	24% interest from	19-10-90 to 30-03-92 and from
		3-4-90	30-03-92 to 30-04-94
3	Counter Claim of Railway	21,152.60	NIL

#### **DETAILS OF PAYMENT**

- Principle amount of Rs 6,90,346 was paid on 23-07-94.
- The interest awarded contested in court.
- The award made rule of the court.
- Interest of Rs 4,96,480 paid on 9-06-1995

#### THIRD ARBITRATION

- From above it is seen that all the 4 claims (3 claims + interests) submitted by contractor after court judgement is complied by Railway.
- On 29-07-1994 contractor advised Railway to refer the claim of 1,00,000,00 raised by him on 24-04-1990 (before court judgement).
- This claim was against issuance of letter by Railway requesting all concerned to withhold payments against the contractor so as to realise risk and cost element of terminated 2 Contracts.
- Railway rejected the request.
- Contractor filed WP.
- High Court directed Railways to refer this claim also to the same Tribunal.

- Railway filed review petition and contractor withdrawn WP.
- Contractor again filed OP in City Civil Court and Court directed Railway to refer the claims to the same arbitrators.
- The claim and award given by the Railway Arbitral Tribunal on 3-11-2006 may be seen.

#### 3RD ARBITRATION AWARD

Description of the Claim	Amount	Award Rs.	Dissenting
	claimed Rs.		Arbitrator
If the circular is not withdrawn immediately	1,00,00,000 +	37,43,750 +	Nil Amount
and arrange to pay all the amounts due to	Interest @ 24	Interest @ 14%	
the claimant in other divisions, it may result	p.a. from 3-4-	p.a. from 19-10-	
in other divisions taking action similar to	1990 upto	1990 upto date	
the respondent Railways, whole contract	actual date of	of awrd and Rs	
business of the claimant to the tune of	realization.	50,000 and +	
several lakhs of rupees will be jeopardized		18% future	
resulting in unestimated loss for which the		interest.	
responsibility rests with the Respondent.			

#### CONTESTING AWARD IN COURT

- Railway contested the award in court relying that this claim was against issuance
  of a letter by Railway requesting all concerned to withhold payments in 1990 to
  realize risk and cost.
- The losses sustained on account of freezing letter was already adjudicated in the first arbitration (10 laks claim) and an award of Rs 9,94,555 was already paid and hence this is duplication of the claim.

#### DIRECTION OF COURT TO CONCILIATE

- While the case is in progress in court, Claimant requested for out of court settlement which is not agreed by Railway.
- Claimant contractor filed IA in OP seeking conciliation.
- Court directed General Manager to conciliate and submit report to court.
- General Manger appointed two SAG officers for conciliation.
- Conciliation not succeeded though 20 lakhs reduced by contractor
- Case remitted back to court.

## 3.1.4 ARBITRATION CASE STUDY NO.4

Work: Proposed Repairs to Cess widening of bank between Km 172-185

Value : Rs 9,39,120

Date of Agreement : 06-05-1992

Due date of Completion : 09-08-1992/extended 30-8-1996

Date of Completion : Terminated on 3-04-1997

#### **DEVELOPMENTS DURING CONTRACT**

• Dispute arose on account of non-completion of work.

• 48 Hrs notice issued on 3-04-1997 and contract terminated.

• Contractor raised 3 claims on 1-11-2001 and requested for arbitration.

• While the arbitration process in progress contractor filed AA.

• Hon'ble High Court appointed Retd. Judge Arbitrator to adjudicate the claim in 2002.

• The Claims and amount awarded on 2-05-2004 may be seen.

#### CLAIMS AND AMOUNT AWARDED

Clai	Details of Claim	Claim	Award Amount Rs.
m		Amount Rs.	
No.			
01	Loss due to delay in finalizing the contract and refund of SD  a) Final bill amount	1,25,544	1,25,544
	c) & d) Interest @ 24% p.a. for the period from 1-01-98 to 30-09-02.	2,05,200	1,58,,533 (Interest @ 18% p.a. from 1-1-98 to date of award) + future interest.
	e) Further interest @ 24% p.a.	To be calculated	e) Further interest @ 24% p.a.
02	Compensation for loss of legitimate earnings. Further legitimate earnings from 1-10-2002 till the date of actual date of payment.	2,70,000	3,52,595
03	Arbitration cost & Advocate fee	AS fixed by arbitrator Rs 20,000	17,000

#### **DEVELOPMENT AFTER AWARD**

- Sr.LO opinioned that the claims allowed by the arbitrator is contrary to law and beyond the terms of contract and are liable to be set aside.
- The last extension was granted on 30-08-1996 and contractor raised claim on 1-11-2001 and hence limitation applies.
- The arbitrator erred in holding that the contract was subsisting even after expiry of extension and limitation commenced only on the date of request for arbitration on 1-11-2001.
- Accordingly, OP filed in City Civil Court for setting aside the award in 2004.

#### **COURT JUDGEMENT ON AWARD**

- City Civil Court up held the award holding that arbitrator rightly pronounced the award.
- Court further upheld that the limitation starts from the date of claim that is from 1-11-2001 and since the contractor has filed AA in the year 2002, it is within Limitation.

#### LAW OPINION ON JUDGEMENT

- Sr.LO opinioned that the Hon'ble Court erred in holding that the contract was subsisting till 1-11-2001 as the department failed to terminate contract and appoint arbitrator.
- Sr.LO further added that once 48 Hrs notice is issued, the contract terminates on expiry of 48 Hrs.(30.04.1997)
- Non-finalization of contracts or preparation of final bill will not stop limitation.
- Contract lapsed long back and hence arbitration clause would also not survive.
- Railway appealed in 2008 in High Court against the City Civil Court order, mainly arguing on **limitation**.

## INDER SINGH REKHI CASE

• City Civil Court dismissed the Railways contesting the arbitration award citing Inder Singh Rekhi Case.

# INDER SINGH REKHI V/S DELHI DEVELOPMENT AUTHORITY

Work	Due date	Actual	Posit	Contract	Filing	Gist of Judgment
Comme	of	date of	ion	or's	of AA	
ncement	comple-	completio	of	letters		
	tion	n	FCC	for final		
				bill		
15-10-	17-07-	02-04-	Not	28-02-	January	The AA was filed in court in
1976	1977	1980	done	1983	1986	January' 1986, i.e. to say
				and		within the period of three
				04-09-		years therefore the
				1985		application was within the
						time. The High Court was in
						error in dismissing the
						application on the ground of
						limitation. The judgment or
						the order of the high court
						are set aside.

# PRESENT CASE TABULATION

Agt.	Due	Extended	DOC	Date	Claim	Gist of High	Remarks
Date	DOC	Currency		of	Date	Court order	
				FCC			
6-5-	9-8-92	31-08-96	48 Hrs.	Not	01-11-	When the FB	In Indrer Singh Rekhi
92			notice	done	01	is not made,	case work completed in
			on 3-04-			the date on	1980 claim raised on
			97			which the	28/2/83 AA filed in
						claim is the	Jan'1986 and hence AA
						accrual of the	within limitation.
						cause of	In this case work
						action.	terminated on 3-04-
						Therefore the	1997, claim on 1-11-
						case is within	2001 and hence right for
						limitation.	FCC accrued on 3-4-87
							and hence not within
							limitation.

#### ANOTHER A GREEMENT CASE STUDY

Agt.	Due	Extende	DOC	Date of	Clai	Gist of High	Remarks
Date	DO	d		FCC	m	Court order	
	C	Currenc			Date		
		y					
13-	7-	28-2-87	Abando	Contractor	30-	In the case on	Contractor
8-86	12-		ned	requested	12-	hand the	requested for FCC
	86			for FB on	01	assertion of the	on 9-7-88 and
				9-7-88		claim was made	further asserted his
				and		on 30-12-01	right on 28-08-01
				further on		under exhibit	i.e. after 13 years
				28-8-01		No-C 7. Hence	and hence not
				FCC not		the cause of	within limitation.
				done		action arose on	
						30-12-01. The	
						limitation	
						therefore starts	
						on 30-12-01.	

#### 3.1.5 **ARBITRATION CASE STUDEY No. 5**

- By Justice Dalava Subramaniyam Rtd Judge of High Court.
- Work: Renigunta-Repairs to Jumbo rake siding and goods shed circulating area and their approach road.

Value - 12,79,677.
 Date of Acceptance - 11.9.1998
 Agt Date - 28.1.1999.

• Period - 6 Months, to be completed by 10-3-1999.

- Scope of the Work:
  - 1) Laying boulders followed by rolling
  - 2) Laying of metal followed by rolling.
  - 3) Laying gravel followed by watering and rolling.
  - 4) Laying of Tar (bitumen).

The contract was terminated on 25-10-1999as the work was not completed in spite of extensions. The contractor claimed a claim for an amount of Rs.29,33,188 plus interest contending

Respondent has not handed over the site.

- Frequent plying of the lorries hindered the work which resulted to redo the work for four times incurring huge expenditure.
- The contractor is ready to complete the work.
- As evidence, shown photographs, showing stocking of material.
- Evidence depicting the problems encountered by the contractor.
- Contractor informed the Railways day to day progress and the problems encountered by him.
- The Respondent permitted the movements of the goods trains and resorted loading/unloading on the platform, where the repairs has to carry out.
- The contractor collected all the materials and ready with men, but due to obstructions by the Railway's he could not complete the work.
- Termination of contract is illegal under Clause No.62 (i) (vi) and (viii) of GCC.

#### The Railway Contended:-

- The contractor has not started the work even after the lapse of the four months in spite of regular reminders.
- Contractor is failed to commence the work, instead involved in correspondence to cover his delay.
- The currency of the contract has been extended five times at the request of the contractor.
- Disputed the authenticity of the photographs.
- In spite of giving notices, the claimant has not started the work and had not completed in spite of extensions.
- Thereby the contractor committed a breach.
- Termination of the contract under Clause No.62 (i) (v) and (viii) of GCC is an excepted matter and specifically excluded from the preview of Arbitration and hence not arbitrable.
- Supported with Judgements.

THE CLAIMS OF THE CLAIMANT AND ARBITRATORS AWARD

Claim	Details	Claim amount	Awarded
1.	Extra expenditure incurred in redoing	Rs.10,50,000	-nil-
	the work for four times.		
2.	Lead and double handling	Rs.4,00,000	-nil-
3.	Loss of profit	Rs.1,91,952	Rs.1,21,147
4.	Refund of security deposit	Rs.70.439	Rs.70.439
5.	Refund of penalties	Rs.12,797	Rs.12,797
6.	Loss of advance paid to various	Rs.4,78,000	-nil-
	agencies to get the work done WBM		
	Road.		
7.	Loss of advance paid to the agencies	Rs.7,10,000	-nil-
	for BT Road work		
8.	Cost of Arbitration & Misc.	20,000	-nil-
	expenditure	20,000	TILL
9.	Interest @ 24%.P.A on the above	To be worked out	-nil-
	amount.		
	Total	29,33,188	2,04,383
		+interest	

#### REASONS GIVEN BY THE ARBITRATOR

- There is no delay in handing over the site.
- When extension of time was granted at the request of the contractor, the question of delay on the part of the Railways does not arise.
- The contractor has not submitted his claims every month as contemplated under Clause No.43 (i) of GCC.
- The contractor had done some work at the work spat, as such nothing prevented him to carry out further work.
- The claims made by the contractor are overlapping and without any basis,.
- However Arbitrator held that the contract was wrongly rescinded without giving proper notice.
- Seven days notice issued on 4-10-99 and delivered to the claimant on 11-10-99. 48 hours notice issued on 13-10-99.
- AEN on 15-10-1999 advised Claimant to mobilize men and complete the work

- The termination of the contract is not an excepted matter, if examined the Clause No.63 as on date of agreement i.e.28.01.1999 the clause 63 had a correction on 22.2.2001.
- The correction cannot be retrospective effect, as such the termination is not excepted matter and hence, the matter is abatable.
- As the contract is wrong fully terminated hence, the arbitrator is entitled to 12% loss of profit on the value of the contract as he was prevented to carry the remaining work.
- Contractor also entitled to receive the security deposit as well as the penalties which were recovered from him.

#### 3.1.6 ARBITRATION CASE STUDY No. 6

#### By Justice A.Gopala Rao Rtd Judge A.P. High Court

Work: Secunderabd Division-Military siding complete track renewal

work of yard lines.

Value : Rs. 10,71,880/-

Date of Acceptance : 20.12.1995

Period : 6 months from the date of Acceptance

Due date for completion : 19.6.1996.

Agency : M/s Rama Krishna Construction.

#### SALIENT FEATURES OF THE WORK/CONSTRUCTION

- Transportation of Rails and sleepers from the locations of Uppal/Chintalapalli stations to Secunderabad Military siding at an average lead of 150 Kms and complete the CTR Work.
- Delay in execution.
- 7 days notice issued under Clause No.52 of GCC on 10.6.1996.
- 48 hour notice issued on 17.6.1996 to accelerate the work failing which the contract will be terminated.
- On 19.6.1996 contract was terminated.

- On 30.8.1996 termination of contract was revoked and extension was granted for a period of 3 months to be expired on 30.11.1996.
- 6.9.96 subsidiary agreement entered retaining the terms and conditions as existed in original contract.
- The extension was granted under Clause No.17 (2) of GCC without penalty. Contract was terminated at risk and cost on 27.11.96.
- The Respondents advised the claimant contractor to witness the final measurements, but the contractor has not attended.
- Final Bill prepared on 28.1.1997 and informed to the contractor on 30.1.1997 to sign.
- Contractor signed the final bill under protest.
- Final bill amount and SD forfeited toward risk and cost. Thereafter raised seven claims and demanded to refer the same for arbitration.
- Railway refused to refer the same for arbitration and the terminations of the contract is under Clause No.62 of GCC and hence claim raised by him are not acceptable and hence, rejected.
- Contractor approached the High Court for appointment of Arbitrator. High Court appointed Justice, A.Gopala Rao, Rtd Judge High Court

#### BEFORE THE ARBITRATOR THE CONTRACTOR CONTENDED

- The Respondent Railways committed fundamental breach of contract is not making available the material required for execution i.e rails, sleepers etc.
- As per terms of the contract the material required to execute the contract has to be made available by the Railways from Uppal and Chintalapalli station, but not made available.
- Instead made available from deferent placed which are not mentioned in the contract.
- The Respondent Railways has to make available the entire material required to complete the contract at a time, but not made available, but asked to transport as and when available with Railways from deferent location which was not mentioned in the contract.
- For the above reasons, he could not complete the work at a stretch for want of material.

• As a reason he suffered losses due to idling of labour and machinery procured by him to execute this work and claimed seven claims.

#### CONTENTION OF THE RESPONDENT RAILWAYS

- In spite of reminders to the contractor to progress the work, did not show any progress.
- The termination of the contract was revoked and extension of currency granted without penalty as per the request of the contractor with a good faith.
- The contractor upto 16.11.1996 i.e even during extended period of contract had completed only track renewal work for three lines only at Secunderabad Military siding and showing interest to complete the balance work. No activity at the site, even though materials for about 2.5 Kms length have been brought to site for construction.
- As there was no progress 7 days and 48 hours notice issued to accelerate the work and show progress on 25.11.1996, the contractor failed.
- The contract was ultimately terminated on 27.11.1996 under Clause No.62 of GCC at the risk and costs.
- The contractor even after the extension of currency has not shown any progress till 30.11.1996

#### CLAIMS AND AWARDED AMOUNT

Claim No.	Details of Claim	Claim Amount	Awarded Amount
1.	Payment towards increase in cost of	Rs.1,44,000/-	-Nil-
	labour, material, transport etc beyond original due date of		
	contract.		
2.	Illegal termination of contract wise purchase and payment of with held	Rs.88,000/-	-Nil-
2	payment.	D 150 25(1	27.11
3.	Loss of 20% profit on the balance	Rs.1,78,376/-	-Nil-
	value of contract due to illegal		
	termination of contract		
4	Non payment of additional NS item	Rs.1,99,932/-	-Nil-
	executed		
65	Payment of idle wages to labour	Rs.1,10,000/-	-Nil-
	and the idle hire charges for		
	transport of vehicle due to irregular		
	supply of P.way material.		
6	Cumulative interest @ 24% P.A on	To be worked out	
	amount from claim 1 to 6.		

#### ARBITRATOR HELD

- The extension of currency granted up to 30.11.1996 without penalty.
- Contractor were paid Rs.1,42,701 on account bill on 9.9.96 after taking measurements.
- After termination of contract contractor was asked to verify the final measurements but he did not turn up, later signed under protest.
- Claimant has not made any claims at the appropriate time as required under Clause No. 43 (1) of GCC.
- The contractor had transported the material from the places not indicated in the contractor and completed work up to an extent of 1.5 Kms.
- Nowhere in the contract stated that the entire material will be made available to the contractor at a time and the claim statement did not mention the same.
- The Respondent Railways informed the claimant at deferent occasions availability of material at various places.
- But the Claimant took exceptions that monsoon and winter season during October-November-Pathway will be slushy, not possible to ply lorries to transport material, and only transported during the clear weather.
- The contractor and Respondents are equally responsible for delay in executions of work, as the Respondents are not made available material at the places mentioned in the contract, and the Contractor took exception to it.
- There was no understanding between the parties.
- Termination of contract though inevitable, due to delay both the parties are responsible for such delay and terminations.
- Forfeiture of security deposit, adjustment of final bill towards risk and cost is illegal directed to release within 3 months if not paid already failing which 10%. Simple interest have to be paid.

#### 3.1.7 ARBITRATION CASE STUDY NO. 7

Work :Supply and stocking of hard stone ballast 50mm gauge (granite quality) at Lingamp alli station y ard, Qty - 5000cum.

Agency :Rama Krishna Construction HYB.

Value :Rs. 9,00,000/-

Period :6 months from the date of Acceptance.

Date of Acceptance : 17.1.1989

#### SALIENT FEATURES OF THE CONTRACT

• Contractor has not done the work within the schedule.

- Currency has been extended 4 times for about 12 months at the request of the contractor.
- No liquidate damages levied, but collected usual penalties.
- Contractor executed 4 Subsidiary Agreement at each extension agreeing to execute the work at the same rate and terms of the original agreement.
- 4th spell of extended currency expired on 15.7.1990. At the same time Railway also not advised the party to seek extension. Thus, both the parties maintained silence.
- However, at a later date both the parties agreed that the work was completed on 26.10.90. i.e after 3 months 12 days of expiry of last extended currency period.
- On completion of the contract, the contractor has not claimed the final bill, nor the Railway informed him about the payment of the final bill.
- One of the Clause in the contract that the final bill will payable to the contractor only after submitting Mineral Revenue Clearance Certificate (MRCC) from the State Govt. authorities.
- The contractor after a long gap of 13 years by letter Dated 1.5.2003 and 18.9.03, demanded to pay final bill and security deposit.
- By letter Dated 8.12.2003 contractor addressed a letter raising certain disputes and demanded to refer the same for Arbitration.

• G.M. referred the same to the sole Arbitrator

#### THE CONTRACTOR CONTENDED

- The work was completed in all respects by 26.10.90. final bill, and security deposit has not been paid in spite of requests.
- It was requested the Railways to recover seignorage charges at Rs.10/- per cum to the quantity of ballast supplied.
- Railway had committed a breach of contract they have not paid final bill and SD.
- Limitation law will not be applicable in starts from the date of payment of final bill.

#### RAILWAYDEFENCE

- The final bill could not be arranged as the contractor failed to submit MRCC as per the conditions of the contract.
- Contractor for the first time after a long gap of 13 years requested the Respondent Railways to release final bill.
- Law of limitation applies in the present case as the claim raised after 3 years prescribed for limitation.

#### **HELD** (By Arbitrator)

- Claimant Contractor failed to submit MRCC, though there is a specific Clause in the agreement that the final bill will not be paid in the absence of the MRCC.
- The Contractor only after a long gap of 13 years in the month of May 2003 for the first time requested the Respondent to pay the final bill and security deposit duly recovering seignorage charges as applicable during the period of execution of the work, submitting a Govt. G.O recovery of Rs.10/- per cum towards seignorage charges.
- Respondent has no obligation to recover Rs.10/- per cum or whatsoever for passing bill.
- There is not G.O of Govt of AP at the time of work, and the said G.O is not a part of the agreement. The Contractor has submitted the said G.O only in the month of M ay 2003.
- The Contractor has received fill running bills without intimation form the Respondent Railways.

- There is no condition in the agreement to invite the contractor to sign on account bills/fin al bill.
- Technically, final bill cannot be ready until unless claimant submits MRCC.
- The respondents also maintained silence for not demanding to submit MRCC from the contractor to release final bill and SD.
- The claimant is primarily responsible in non-finalization of the agreement for a period more than 13 years though the work was completed on 26.10.90, due to his failure in submitting the MRCC.
- The claimant contractor failed in discharging the contractual obligations.
- As such, the demand of the claimant for Arbitration is not tenable.
- The Respondents, however, maintained silence, and also not demand to submit the MRCC to close the contract.

# AWARD THE FOLLOWING CLAIMS AS AGAINST THE CLAIM MADE BY THE CONTRACTOR

Claim No.	Details of Claim	Claim Amount	Awarded Amount
1	Illegal with holding of final bill	Rs.7,452/-+interest	Rs.7,303/-
			without interest
2	Non-pay ment of SD	Rs.52,500/-	Rs.52,500
		+interest	without interest
3	Illegal retention of final bill resulting engagement of part time supervision.	Rs.28,000/-	-Nil-
4	Loss on account of non execution of further contracts due to illegal with holding of final bill	Rs.7,00,000	Nil
5.	Cumulative interest pay able on all claim amounts till date of pay ment.	Job worked out	Nil
6.	Costs	Rs.20,000/-	Nil
	Total	Rs.8,07,952/-	Rs.59,803/-
7.	Recovery to be made towards siegnorage charges for Rs.49,59,213/-cum of ballast @ Rs.10/- per cum and submitted to Govt. of AP	Nil	Rs.49,593/-
	Non amount pay able to the contractor by the Respondent	Nil	Rs.10,210/-

#### CLAIMWISE COMMENTS OF THE ARBITRATOR

- Illegal retention of final bill resulting in engagement of part time supervision.
- The work was completed in October 1990, it is only in 1003 represented to make final bill.
- There is no logic to engage the part time supervision in getting the MRCC the contract would have closed much earlier.
- The part time supervision did not even requested the respondents and pursue the final bill.

# LOSS ON ACCOUNT OF NON-EXICUTION OF FURTHER CONTRACT DUE TO ILLEGAL WITH HOLDING OF FINAL BILL AND SD.

- Contractor repeatedly stressing that the final bill and SD is held up with Respondent Railways without mentioning MRCC.
- The submission of MRCC is mandatory to release final bill.
- If, the Contractor, particular about his final bill & SD he could have submitted the MRCC in the year 1990 itself and got released final bill and SD.
- Kept silent for long 12 1/2 year represented to release the final bill without reference to MRCC.
- Hence, the contention of the Claimant is wrong and has not merit.

#### 3.1.8 ARBITRATION CASE STUDY NO. 8

The above work was awarded to Railway Contractor, Vijayawada at a value of 1.1 Rs.27,66,531/- with due date of completion as 03-03-01 vide Divisions acceptance letter dtd.18-02-2000. The Agreement for the work was executed on 23-03-00. Subsequently, the contractor executed the power of Attorney Deed in favour of Sri X, to act on his behalf Some dispute arose in above contract GPA holder vide his letter dt.01-09-03 addressed to GM has preferred 16 claims and requested for appointment of arbitrators vide his letter dtd.1-12-03. The arbitral tribunal was appointed on 1-3-2004. Railway filed preliminary objections before Arbitral tribunal on 31/05/2005 taking objection that since the claimant contractor signed a "No claim certificate" along with the final bill, the claims to be adjudicated fall under "excepted matters" and Tribunal has no jurisdiction to adjudicate; Tribunal dismissed objection and went ahead with adjudication. The claims statement and counter statement may please be seen at F/92 and F/93 and claim ant's rejoinder is at F/94..

2.1 The Arbitral Tribunal has pronounced the award on 31-07-06 awarding an amount of Rs.21, 02,399/- and Copy of award may be seen at folios 40 to 75. Particulars of claims and amounts awarded by the Tribunal are as under:

Claim No.	Description of claim	Amount of Claim Rs.	Amount Awarded Rs.
1.	Refund of Security Deposit	1,45,827-00	1,45,827-00
2.	Refund of penalties illegally recovered from the on account bills.		30,343-00
3.	Interest on delayed payments of CC bills @ 24% p.a. from the due dates to the actual dates of payment.		Nil
4.	Loss incurred due to rejection of stacks unjustly and blocking up of capital, resulting in loss of tumover, profit, loss of business, loss of good earning time and overhead expenditure, etc.		Nil
5.	Price escalation.	8,49,846-00	4,24,923-00
6.	Loss of advances paid to the metal-breaking labour.	5,00,000-00	2,50,000-00
7.	Loss of advances paid to the transport operators.	2,25,000-00	1,12,500-00
8.	Loss of advances paid to loading and unloading labour	75,000-00	37,500-00
9.	Loss of advances paid to dumping labour.	50,000-00	Nil
10.	Turnover loss @ 20% p.a. of original agreement value of Rs.27, 66,531/- over a period of 36 months	16,59,918-00	Nil
11.	Overhead expenditure by way of maintaining site Office and Head Office.	10,96,000-00	5,48,000-00
12.	Loss of profit @ 20% of agreement value.	11,06,612-00	5,53,306-00
13.	Due to departmental inaction, postponing the measurements from time to time, harassment of contractor amounting to (a) Mental agony, (b) Day to day expenditure & (c) Loss of productivity for the last 3 ½ Years.		Nil
14.	Compensation for the medical expenditure which occasioned due to an accident met by		Nil

15.	the contractor in attending on the various dates fixed by AEN has arisen on account of the breach of contract committed and the harassment meted during August, 2001.  Interest @ 24% p.a., compounded with monthly rests on claims Nos. 1 to 14 from 1-09-03 to the actual date of payment.	To be worked	Interest @ 12% p.a. from 1-09-2003 to the date of award i.e. 31-07-2006 on amounts awarded in claim No.2, 5 to 8,11 & 12.
16.	Cost of arbitration and miscellaneous expenditure.	50,000-00	Nil
Total:			21,02,399-00 + Interest

The Tribunal has also awarded future interest as per Sec.31 (7) (b) of the Arbitration & Conciliation Act, 1996.

- 3.0 Railway has accepted the award on claim No.1 (refund of Security deposit) and the amount has been paid to the claimant. Railway contested the balance arbitration award on Claim No. 2,5,6,7,8,11,12,15 in the City Civil court based on legal opinion of this of Railway (23N 24N); administrative views of PCE / FA&C AO (as in N-29 to N-30) and also on the grounds framed in OP No.2148 (F-95).
- Claimant has requested for out of court settlement. A committee of CGE and FA&C AO/G has been nominated by GM to conduct negotiations with the claimant for out of court settlement on the claims contested in the court (38N). Committee conducted negotiations on 02/3/2007 and the minutes are at F/101-102. The committee did not make any concrete recommendations and CEWorks has raised some points as in N-42 N-43. PCE referred back to the committee to furnish specific recommendations. Committee vide F-197 C recommended to continue contesting award in the court, which is accepted by PCE (N-46). It has been brought to the notice of GM at N-48, that the out of court settlement through negotiations could not bring any fruitful result. As of now, the OP No.2148 filed by Railway contesting the arbitration award on 8 claims is continuing in the city civil court.
- 5.0 The claim ant filed IA No.3069/2007 in OP No.2148 and Chief Judge, City Civil delivered an order on 30.11.07. The operative part of the judgment is as below.
  - "The General Manager and the Principal Chief Engineer shall Endeavour to reconcile the dispute by conducting a joint meeting of the rival parties and pass orders in terms of the settlement within 3 months thereafter. He General Manager and the Principal Chief Engineer shall transmit their report about the

conciliation to the court within 15 days after solutions are achieved one way or the other in the conciliation proceeding

**Claim No.2** is towards refund of penalties. The Tribunal allowed this claim holding that correct method of specification of Ballast was not followed which is evident from MB.

Claim No.5: is towards Price Escalation. The Tribunal allowed 50% of the claim i.e., Rs.4,24,923/- as reasonable. The Tribunal has not considered the Supreme Court ruling cited which held that in the absence of escalation clause, arbitrator cannot award escalation. The award of this claim is therefore beyond the jurisdiction of Arbitral Tribunal.

Claim No.6,7,8 & 11 are towards bss of Advances. The Tribunal merely relying on the vouchers furnished by the claimant and on the presumption and assumptions that claimant might have lost advances, allowed 50% of the claim. These claims are expressly prohibited under CI. 17 (3) of GCC. The High Court of A.P. in recent judgments upheld the CI.17 (3) of GCC and set aside the awards.

Claim No.12 is towards loss of profit. The Arbitral Tribunal held railways responsible for prolongation of work. The Tribunal relying on Calcutta High Court judgment allowed 10% of profit. This claim is hit by Cl.17 (3) of GCC, which has been upheld by High Court of AP in the recent judgments. Moreover, this claim is remote and beyond the purview of the Agreement. The claim ant has not submitted any material to substantiate his claim.

Claim No.15 is towards interest. The Tribunal awarded interest @ 12% on CI.No's 2,5 to 8,11 &12 from 1-09-2003 till date of award. Since GCC prohibits payment of interest, the award of interest is beyond the jurisdiction of Arbitral Tribunal.

#### 4.0.0 DETAILS OF S.C.RAILWAY ARBITRATION AWARDS FOR 5 YEARS

From the analysis of Arbitration awards, it could be seen that S.C.Railway were having the following numbers of arbitration awards

Sl	Year	Number of	Details at
No		arbitration	Page Nos
		awards	
1	2008 - 2007	23	63 to 80
2	2006 - 2007	32	81 to 99
3	2005 – 2006	34	100 to 135
4	2004 – 2005	32	Not enclosed
5	2003 - 2004	40	Not enclosed
	TOTAL	161	

# 4.1.0 ANALYS IS OF S.C.RAILWAYS ARBITRATION AWARDS YEARWISE FOR LAST 3 YEARS CLAIMWISE

S.C.Railway is having 89 Arbitration awards during the last 3 years starting from 2005 to 2008. Each award has been analysed, by nature of claim wise to ascertain the major claims. The analysed details are annexed below.

# 4.1.1 ANALYSIS OFS.C.RAILWAY ARBITRATION AWARDS FOR THE YEAR 2007 - 2008

Sl	Nature of claims	Awards for 200	07 - 2008, 2	23 Numbers	
No		No. of cases	% of	Number of	% of
		where the	cases of		claims
		claim raised	claim	claims	awarded
			raised	awarded	
1	Interest	20	87	19	95
2	Loss of Profit / Loss of adavances/	19	82	13	69
	Damages/ Turn over etc.				
3	Final Bill delay	16	70	15	94
4	Retenton of SD	16	70	15	94
5	Overhead Charges due to delay from Ralway	10	44	7	70
6	Idle Macinery/ Labour	10	44	6	60
7	Extra Rates	9	39	2	22
8	Additional items	6	26	3	50
9	Legal Charges/Arbitration cost	5	22	4	80
10	Difference in rate of material	4	17	3	75
11	Price Variation	2	8	1	50
12	Release of Penalty/recovery by Vigilence etc	2	8	2	100
13	M ental Agony	2	8	0	NIL
14	Release of Sale Tax/TDS	1	4	0	NIL
15	Extra Rate for SSR items	1	4	1	100

# 4.1.2 ANALYSIS OFS.C.RAILWAY ARBITRATION AWARDS FOR THE YEAR 2006 - 2007

Sl	Nature of claims	Awards for 200	06-2007, 3	32Numbers	
No		No. of cases			% of
		where the	cases of		claims
		claim raised	claim	claims	awarded
4	<u> </u>	2.2	raised	awarded	
1	Interest	32	100	23	72
2	Loss of Profit / Loss	29	91	21	72
	of adavances/				
	Damages/ Turn over				
2	etc.	20	60	1.6	00
3	Final Bill delay	20	63	16	80
4	Retenton of SD	23	72	20	87
5	Overhead Charges	15	47	12	80
	due to delay from				
	Ralway				
6	Idle Macinery/	15	47	6	40
	Labour				
7	Extra Rates	13	41	6	46
8	Additional items	7	22	5	71
9	Legal	9	27	3	33
	Charges/Arbitration				
	cost				
10	Difference in rate of	1	3	0	NIL
	material				
11	Price Variation	1	3	1	100
12	Release of	6	19	4	67
	Penalty/recovery by				
	Vigilence etc				
13	M ental Agony	0	0	0	0
14	Release of Sale	0	0	0	0
	Tax/TDS				
15	I Extra Rate for SSR	1	3	1	100
	items				

# 4.1.3 ANALYSIS OFS.C.RAILWAY ARBITRATION AWARDS FOR THE YEAR 2005 - 2006

2005	2005 - 2006						
Sl	Nature of claims	Awards for 200					
No		No. of cases	% of	Number of			
		where the	cases of	cases where	claims		
		claim raised	claim	claims	awarded		
			raised	awarded			
1	Interest	30	88	23	77		
2	Loss of Profit / Loss	25	74	936			
	of adavances/						
	Damages/ Turn over						
	etc.						
3	Final Bill delay	24	71	21	88		
4	Retenton of SD	26	76	24	92		
5	Overhead Charges	24	71	10	42		
	due to delay from						
	Ralway						
6	Idle Macinery/	19	56	9	48		
	Labour						
7	Extra Rates	9	26	4	44		
8	Additional items						
9	Legal	4	12	4	100		
	Charges/Arbitration						
	cost						
10	Difference in rate of	0	0	0	0		
	material						
11	Price Variation	0	0	0	0		
12	Release of	4	12	1	25		
	Penalty/recovery by						
	Vigilence etc						
13	M ental Agony	3	9	0	0		
14	Release of Sale	1	3	0	0		
	Tax/TDS						
15	I Extra Rate for SSR	0	0	0	0		
	items						
16	Ille gal Termination	5	15	2	40		
17	Amount from other	1	3	1	100		
L	contract blocked						

# 4.2.0 ANALYSIS OF S.C.RAILWAYS ARBITRATION AWARDS YEARWISE FOR LAST 3 YEARS 2005 – 2008 CLAIMWISE

Sl	Nature of claims	Awards for 200	05 - 2008,	89 Numbers	
No		No. of cases			% of
		where the	cases of	cases where	claims
		claim raised	claim	claims	awarded
			raised	awarded	
1	Interest	82	92	65	79
2	Loss of Profit / Loss				
	of adavances/	71	80	43	61
	Damages/ Turn over				
	etc.				
3	Final Bill delay	60	67	52	87
4	Retenton of SD	65	73	59	91
5	Overhead Charges				
	due to delay from	49	55	29	59
	Ralway				
6	Idle Macinery/	44	49	21	46
	Labour				
7	Additional items	26	29	18	69
8	Extra Rates	21	24	12	57
9	Legal				
	Charges/Arbitration	18	20	11	61
	cost				
10	Release of			_	
	Penalty/recovery at	12	13	7	58
4.4	Vigilence instance etc				<b>7</b> 0
11	Illegal Termination	6	7	3	50
12	Mental Agony	5	6	0	0
13	Difference in rate of	5	6	3	60
	material				
14	Price Variation	3	3	2	67
15	Release of Sale	2	2	0	0
	Tax/TDS				
16	Amount from other	1	1	1	100
	contract blocked				
17	I Extra Rate for SSR	1	1	1	100
	items				

# 4.3.0 ISSUES/R EASONS GIVEN BY CONTRACTORS

Sl	DETAILS OF CLAIMS	89 AR	BITRATION	AwRDS
No		No of	Success	ISSUES /R EASONS
		Claim	percentage	RAISED BY
		cases		CONTRACTORS
1	INTEREST	65	79	• Delay in payments
				Pendentlite Interest
				• Pre reference Interest
				• Future Interest
2	LOSS OF PROFIT/LOSS OF	43	61	• Delay in payment
	TURN OVER/LOSS OF			• Premature closure of
	ADVANCES/COMPENSATION			contract
	FOR DAMAGE Etc			• Non execution of
				quantities
				• Delay due to railway
3	FINAL BILL DELAY	52	87	Variation not sanctioned
				• Final Measurements not
				recorded
				• Railway materials not
				retumed
				• Contractor not tuned up
				for signing Final Bill
				• Dispute in contract
				• Contract under arbitration
	NON RELEASE OF SD	59	91	Contract not requested
4	1,01,11222122 01 22			• No claim certificate not
				furnished
				• Final Bill not passed
				• Records not available
5	OVERHEAD CHARGES	29	59	• Establishment continued to
		27		chase final bill and SD
				• Delay from Railways and
				establishment continued
				Cottonomian Continued
6	IDLE M ACHINERY/ LABOUR	21	46	• Extension not granted in
				time
				• Clear site not available
				<ul> <li>Drawings not furnished</li> </ul>
				• Agreed material not
				supplied
				Termination revoked
7	ADDITIONAL ITEMS	18	69	<ul> <li>Work done, not paid</li> </ul>
				<ul> <li>Not included in Variation</li> </ul>
				• Cl 39 not followed by

		Railway
8	EXTRA RATES	<ul> <li>Item differed from schedule</li> <li>Extra material used on Instruction</li> </ul>
9	ILLEGAL TERM INATION	<ul> <li>Termination revoked</li> <li>Procedure in clause 61(1) and 62 not followed</li> <li>Not allowed in Risk and cost tender</li> <li>Terminated after currency</li> </ul>

#### 5.0.0 DISCUSSION ON CLAIMS

On analyzing the awards above, it could be seen that the major claims are Interest, Loss of profit, Loss of Advances, Loss on account of idle Labour, Idle machinery, Overhead charges, Damages for illegal termination, Arbitrators fee etc. Let us discuss in detail these items.

# 5.1.0 **INTEREST**

Interest is the compensation fixed by agreement or allowed by Law for the use or detention of money, or for the loss of money by one who is entitled to its use; especially, the amount owed to a tender in return for the use of borrowed money.

A person deprived of the use of money to which he is legimately entitled has the right to be compensated for the depriciation, call it by name. It may be called interest, compensation or damages.

The element of interest arises in three stages in arbitration award

- a) Pre-reference period
- b) Pendent elite (during pendency of the case)
- c) Post award

# PRE-REFERENCE PERIOD

The period from the date the mount due till the date of reference to Arbitration is commonly called as Pre-reference period.

#### PENDENT LITE

The period from the date of reference to Arbitration to the date of award is known as Pendent lite period.

# **POST AWARD**

This is the period from the date of award till pay ment/decree.

Payment of interest on arbitration is a subject of debate and the following will throw some valuable information.

There was much debate by courts on power of Arbitators to award interest. There was broad consensus that Arbitrators are empowered to grant interest provided the conditions of contract does not prohibit award of interest.

#### 5.1.1 **INTEREST ACT**

5.2.1 The interest Act 1978 enumerates granting of interest. Some of the relevant sections of the Act are as below

Section 2 (a): "Court" includes a tribunal and an arbitrator

#### Section 3 (1) Power of court to allow interest:

In any proceedings for the recovery of any debt or damages or in any proceedings in which a claim for interest in respect of any debt or damages already paid is made, the court may, if it thinks fit allow interest to the person entitled to the debt or damages or to the person making such claim, as the case may, at a rate not exceeding the current rate of interest, for the whole or part of the following period

- (a) if the proceedings relate to a debt payable by virtue of a written instrument at a certain time, then, from the date when the debt is payable to the date of institution of the proceedings;
- (b) if the proceedings do not relate to any such debt, then, from the date mentioned in this regard in a written notice given by the person entitled or the person making the daim to the person liable that interest will be claimed, to the date of institution of the proceedings:

**Section 2 (3):** *Nothing in this section,* \_\_\_

- (a) shall apply to relation—
- (ii) any debt or damages upon which payment of interest is barred, by virtue of an express agreement;

While reading the above Sections of Interest Act, let us recollect that **interest is** barred vide arbitration agreement (63 and 64) clause 16(3) and 64.5

# 5.1.2 GENERAL CONDITION OF CONTRACTS AND IMPORTANT JUDGEMENT ON INTEREST

# 5.1.2.1. GENERAL CONDITIONS OF CONTRACT

Clause No 16 (3) (earlier it is clause 16(2) prior to 1998) and 64.5 which prohibits interest is reproduced below.

No.	Clause number	Details
	Clause 16(3)	interest is will be payable upon the Earnest Money and Security Deposit or amounts payable to the contractor under the contract, but Government Securities deposited in terms of Sub-clause (1) of
		this clause will be payable with interest accrued thereon.

Clause 64.5	here the arbitral award is for the payment of the money, no interest
	shall be payable on whole or any part of the money for any period till
	the date on which the award is made.

Out of the above two provisions, the first one was subjected for judicial scrutiny before the honourable AP High Court in N.G.Gunani's case on 10-4-1996 ie before the revision of GCC and inclusion of clause 64.5. Claus 16(3) was reviewed in Gauhati High Court on 19-6-2002. Some of the relevant judgements on interest are discussed as hereunder.

# 5.1.3 IMPORTANT AND RELEVANT COURT JUDGEMENTS ON INTEREST

Some of the relevant and Important court judgements related to interest are discussed as hereunder

# 5.1.3.1 Honourable AP High Court in N.G.Gunanis case reported at 1996 (4) ALT 1046.

While dealing the matter their Lordship observed

A closer analysis of the provision does not show as if the poser of the arbitration has been taken away to grant interest upon the determination of the amounts payable to the contractor. What the provision means, in the context, that where certain amounts are payable to the contractor, but are not paid in time by the department and are released after laps of time, the department would not pay interest for the delayed payment. It is a restriction on the power of the departmental officers to allow interest because of late payment. But such a provision does not restrict the power of the adjudicator to determine and direct payment of interest. A sample example would expose the fallacy of the submission. No doubt, the contract provides clause 64 as the arbitration clause under which the dispute between the parties would be refered to arbitration but in a hypothetical case say where dause 64 is absent, the disputes between the parties are to be determined by the civil Court only. In such a case where civil suit is filed by the contractor claiming all the unpaid dues and also claiming all the unpaid dues and also claiming interest, it would not be said that the power of the court to grant interest is denied because of Clause 16(2), similarly the power of the arbitrator also cannot be denied to grant interest as the arbitrator is to go into the entire question of the disputes between the parties, weigh all aspects of it, find out the respective rights and liabilities and determine the amount that was actually payable to the contractor and hence may find the necessacity also of awarding interest as the amount having remained unpaid in spite of the efforts of the contractor, clause 63 also makes the matter clear.

# 5.1.3.2 SUPREME COURT JUDGEMENT IN 2001

# INTEREST PRE-REFERENCE PERIOD

Majority decision rendered by the Constitution Bench of the Apex Court reported in ((2001) 2 SCC 721) (Executive Engineer, Dhankanal Minor irrigation Divisions V/S N.C.Buudharaj) by LRS & Ors) held in, which became law of the Land observed that As long as there is nothing in the arbitration agreement to exclude the jurisdiction of the arbitrator to entertain a claim for interest on the amounts due and payable under the contract, the jurisdiction of the arbitrator to consider and award interest in respect of all periods has to to be upheld. If the arbitrator has the power to deal with and decide disputes which cropped up earlier to the appointment of arbitrator, it is beyond comprehensions as to why and for what reason and with what justification the arbitrator should be denied only the power to award interest for the pre-reference period

The arbitrator appointed with or without intervention of the court, has jurisdiction to award interest, on the sums found due and payable, for the pre-reference period, in the absence of any specific stipulation or prohibitions in the contract to claim or grant any such interest

By reading the above judgement and clause No. 16(3) and 645 of GCC together, it can be concluded that there is prohibition for awarding Pre-reference period interest in Railway contracts.

# 5.1.3..3 (AIR 2001 SC 626, 2001 (2) SCC 721)

Accepting the challenge on clause 16(3), the lower court remanded the matter to the arbitrator to consider once again to grant of interest in one of the arbitration cases of Railways. The Union of India (Railways) has challenged the question of awarding interest in the Gauhati High Court in the year 2001.

Quoting the above Supreme court judgement, Gauhati High Court (19-6-2002) on AA No.4/2001 (Union of India Vs Major VP Ninhawan (retd) held in Judgement that

The arbitrator has jurisdiction to award interest on the sums found due and payable, for the pre-reference period in the absence of any specific stipulation or prohibition in the contract to claim or grant any such interest. Thus the arbitrator has the jurisdiction to grant interest on the sums found due and payable for the pre-reference period, but will be subject to in the absence of any specific stipulation or prohibition in the contract to grant any such interest. If there is any such specific terms in the contract, prohibiting award of interest, the arbitrator does not have any authority to grant interest.

Sub dause (3) of clause 16 of the General conditions of contract prescribes such prohibition and, therefore, the arbitrator does not get any jurisdiction to grant interest to the contractor. When there is a prohibition in the contract for grant of interest, in view of the Apex Court judgement, the arbitrator dos not have jurisdiction to grant interest and no fruitful purpose will be served by remanding the matter to the arbitrator on the question of interest. The arbitrators jurisdiction to grant interest, in view of the terms of the contract, is not available

By holding so, the High Court of Gauhati upheld the clause 16(3) of GCC. The judgement was challenged by the contractor in the Supreme Court and the Supreme Court dismissed the SLP summarily on 25-11-2002 which was circulated by Railway Board vide 2003/CEI/CT/9 dated 17-8-2006 for information and necessary action and by this Railway vide DGM No. G.16/Policy/Vol IIIDATED 23-8-2006.

Summing up it could be said that awarding interest is prohibited in GCC, as well as by Gauhati High Court Judgement which is law of the land.

#### 5.1.4 INTEREST AS PER ARBITRATION AND RECONCILIATION ACT 1996

*Section No. 31(7)(a)*:

Unless otherwise agreed by the parties, where and in so far as an arbitral award is for the payment of money, the arbitral tribunal may include in the sum for which the award is made interest, at such rate as it deems reasonable, on the whole or any part of the money, for the

whole or any part of the period between the date on which the cause of action arose and the date on which the award is made.

**Unless otherwise agreed by parties** which means if the parties agreed in contract that interest is not payable to the sums due and payable, then interest cannot be payable.

### 5.1.5 **FUTURE INTEREST**

#### Section 31 (7)(b) OF Arbitration Act

A sum directed to be paid by an arbitral award shall, unless the award otherwise directs, carry interest at the rate of eighteen per centum per annum from the date of the award to the date of payment.

On number of cases, it has come to light that arbitrators are silent on future interest which resulted in paying interest of 18% by default as per this section. Arbitrator may be requested to publish award indicating a rate not exceeding the the **current rate** of interest as stipulated in Section 3 (1) of Interest Act 1978.

Supreme Court in many cases reduced rate of interest awarded by the Arbitrator. In a recent case (Krishna Bhagya Nigam LTd Vs G>Harischandra Reddy (2007) 2 SCC 720) the honourable court held that after economic reforms in our country the interest regime has changed and the rates have substantially reduced. Holding so, the apex court has reduced interest to 9% from 18% of interest aarded by the Arbitrator.

# 5.2.0 LOSS OF PROFIT/ BUSINESS LOSS/REINBURSEMENT OF DAMAGES /BREACH OF CONTRACT Etc.

5.2.1 This is yet another claim, the Contractors are claiming putting forward the ground, had they been paid their dues in time, they would have invested profitably. Undoubtedly, this is a remote claim. These Claims are dealt under section 73 of Indian Contract Act 1973

# Section 73: compensation for loss of business/damage caused by breach of

When a contract has been broken, the party who suffer by such breach is entitled to receive, from the party who has broken the contract, compensation for any loss or damage caused to him thereby, which naturally arose in the usual course of things from such breach, or which the parties knew, when they made the contract, to be likely to result from the breach of it. Such compensation is not to be given for any remote and indirect loss or damage sustained by reason of the breach.

# Compensation for failure to discharge obligation resembling those created by contract

When an obligation resembling those created by contract has been incurred and has not been discharged, any person injured by the failure to discharge it is entitled to receive the same compensation from the partying default, as if such person had contracted to discharge it and had broken his contract.

# 5.2.1.1 A.T.BRIJ PAUL SINGH AND ORS.VS STATE OF GUJARAT; AIR 1984 SC 1703

This is a contract terminated by Government at the advanced stage of completion without sufficient reason. Supreme Court observed that when the contractor is prevented from doing the balance work illegally, he is entitled for loss of profit which leg mate expectation out of contract.

#### Claim is reasonable

Claims cannot be allowed as reasonable, because claim have to be on the facts and terms of agreement, but not otherwise. The amount should really be due and claimant should be entitled for such amounts.

Type from page 57 of A Reference book to Railway arbitrators

# 5.2.2 GCC PROVISIONS ON LOSS OF PROFIT

- There is no direct clause in GCC which prohibits awarding loss of profit.
- In case of contracts determined under clause No.61, loss of profit/advantage is prohibited under clause No.61(3) which read as below:
- The Contractor shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of determination of contract.

# 5.2.3 LOSS OF PROFIT ON ACCOUNT OF NON EXECUTION OF CONTRACT VALUE

- Loss of profits/damages are being claimed for non-completed value of the work.
- Any modification to contract that is increase/decrease in value shall be made in writing signed by the Railway and the contractor.
- If variation statement is agreed by the contractor, damages/loss of profit on account of reduction in contract value can not be entertained in view of clause No. 41 of GCC which read as under.
- In the event of any of the provisions of the contract requiring to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the Railway and the Contractor and no work shall proceed under such modifications until this has been done. Any verbal or written arrangement abandoning, modifying, extending, reducing or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Railway unless and until the same is incorporated in a formal instrument and signed by the Railway and the Contractor, and till then the Railway shall have the right to repudiate such arrangements.

#### 5.3.0 **IDLING OF LABOUR**

- Contractor claims idling of labour/ machinery on account of
  - 1. Delay in handing over site.
  - 2. Delay in drawings
  - 3. Delay in issuing instructions.
  - 4.Other impediments to continue the work.

In the event of any failure or delay by the Railway to handover the contractor possession of lands necessary for the execution of the works or to give the necessary notice to commence the work or to provide the necessary drawings or instructions or any other delay caused by the Railway due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entiltitle the contractor to damages or compensation therefore but in any such case, the Railway may grant such extension or extensions of the completion of date as may be considered reasonable

In number of cases arbitrators awarded compensation to the contractor for loss of adances, idling of labour/machinery on account of delay on the part of Railway in handing over site/drawing etc.

This clearly prohibited under clause 17(3) of GCC

The High couret of AP upheld clause 17(3) and set aside the amounts awarded under the said claim.

# 5.3.1 CSTE (Projects) SCR Vs M/s. Hytronics enterprises and others 2006(1) ALT 112

In over view particularly in the light of the contention of both the parties that "Claim "No .10 is directly hit by clause 17(iii) of GCC. Accordingly the amounts awarded by the arbitrators towards this claim is impermissible under the terms and conditions of the contract, particularly clause 17(iii) of GCC and the same is an error apparent on the face of the record in which event it goes without saying that this court can interfere with the findings recorded by the arbitrators in the behalf. Accordingly the amount awarded to the claimant by the arbitrators under claim No.10 is liable to be disallowed and accordingly we set aside that part of the award.

# 5.3.2 P.SAYANARAYANA RAO Construction CO Vs UOI represented by GM/S CR 9Con) and others 2006 (1) ALT 130

It is to be seen that the question is in our considered view, no longer resintegra. A similar question had already fallen before this court for consideration, in CMA No.

410 of 2005 and Batch, wherein, it was held by this court that close 17(iii) of GCC makes it abundantly clear that any delay on the part of Railways in any respect cannot be a ground for making any claim towards damages or compensation by the claimant. It was further observed by this court that the Railways may grant extension of time for completion of work as deemed reasonable.

Therefore, having regard to the finding recorded by the arbitrators regarding disallowing certain claims on the ground that they hit by clause 17(iii) of GCC, we have no other option but to accept with the said findings.

# 5.4.0 STANDARD GENERAL CONDITIONS OF CONTRACT

- Extension to modification to contract (Cl.17 a(i).
- Extension to be requested not less than one month before the expiry of the date fixed for completion.
- Extension can be granted due to increased magnitude of work.

# 5.4.1. EXTENSION FOR DELAY NOT DUE TO RAILWAYCONTRACTOR (Cl. 17 A(ii)

- For delay by act or neglect of railway employees or by other contractor employed by the railway.
- Dispute with adjoining neighboring or public authority arising otherwise through the contractor's on fault.
- Delay authorized by the engineer pending arbitration.
- Contractor not having received in due time necessary instructions from the railway which he has sort.

# 5.4.2 EXTENSION FOR DEALY DUE TO RAILWAY (Cl. 17 A(iii)

- Delay in handing over site.
- Delay in issuing notice to commence the work.
- Delay in providing necessary drawings/instructions.
- Other delay cost by the railway due to any other cause whatsoever.
- Such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the contractor to damage or compensation therefore but in any such case, the Railway may grant such extension or extensions of the completion date as may be considered reasonable.

# 5.4.3 EXTENSION OF TIME FOR DELAY DUE TO CONTRACTOR (Cl. 17 B)

- Time is essence of the contract.
- If the contractor fails to completes the work within the time as specified in the contract for reasons other than 17 and 17 A, Railway may allow the contractor extension of time if satisfied that the works can be completed by the contractor with reasonable short time.
- Agreed damages of some equivalent to ½ of 1% of the contract value of the works for each week or part of the week provided the damages shall not exceed more than 10% of contract value up to 2 laks and 10% of the first 2 laks and 5% of the balance for more than 2 laks contract.
- Token penalty as deemed fit.

# 5.4.4 SUSPENSION OF WORKS (Cl. 36 (i)

- 1) Suspension can be ordered a) If provided in contract b) Necessary for the proper execution of works or by the reason of whether conditions or by some default of the part of the contract c) Necessary for the safety of the works.
- 2) Contractor shall not be entitled to extra cost during the period of suspension of the works.
- Other than the above reasons when such period of suspension exceeds 14 days, the contractor shall be entitled to such extension.
- Contractor shall be entitled to such compensations as the engineer may consider reasonable in respect of salaries or wages paid by the contractor to his employees during the periods of such suspension.
- 3) If the work is suspended on the order of the engineer for more than 3 months at a time the contractor may serve a written notice on the engineer requiring permission within 15 days from the receipt thereof to proceed with the works.
- If such permission is not granted within the time, the contractor by further written notice so served may, but is not bound to, elect to treat the suspension as an abandonment of the contract by the Railway.

# 5.5.0 AWARD ON INCREASED QUANTITY

- Amounts are awarded for quantities more than recorded in the measurement register by the engineer.
- Clause 45 of GCC described **'Measurement of Works'** and 45(a) describe how to deal with dispute in measurement. 45(a) read as below:
- It shall be open to the Contractor to take specific objection to any recorded measurements or Classification on any ground within seven days of the date of such measurements. Any remeasurement taken by the Engineer or the Engineer's representative in the presence of the Contractor or in his absence after due notice has been given tohim in consequence of objection made by the Contractor shall

be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurements.

• This clause 45(a) falls under "Excepted Matter" under clause No.63 of GCC.

# 5.6.0 RATES FOR EXTRA ITEMS OF WORK

- Clause 39 makes a provision for fixing the rates for which no rates prescribed in the tender schedule.
- Clause 39(1) stipulates the procedure fixing rates for a NS Item before the work is done.
- Clause 39(2) stipulates the procedure for fixing for a NS Item if the work is commenced/incur expenditure before the rates are determined.
- If the rates awarded under 39(2) is not satisfied, the contractor may appeal to the Chief Engineer within 30 days of taking the decision of the Engineer supported by the analysis of the rates claimed.
- Chief Engineer decision after hearing both the parties in the matter would be final and binding on the contractor and Railway.
- AP High court held that in reference to arbitration is barred in view of clause 39 of GCC (Sri Harsha Construction Vs Union of India rep. by its General Manager, South Central Railway and ors. 2005(5)ALT 728).
- Supreme Court in Ramachandra Reddy Vs State of AP and others 92001) 4 SCC 241 held that higher rates for additional works done by the contractor cannot be awarded unless such rates are expressly or impliedly provided in the agreement.
- If any claim of extra rates arise out of fixation of rate, it is an excepted matter.
- With regard to other kind of extra rates, over and above the agreement rates, they are not Excepted matters. Arbitral Tribunal have the jurisdiction to decide the dispute, but if it is prohibited under the agreement, Arbitral Tribunal cannot grant extra rate. Supreme Court supports this view (Ramachandra Reddy and Co. Vs State of AP; (2001) 4 SCC 241).

#### 6.0.0 LIMITATION

In the legal parlance, it is a time prescribed beyond which no remedy exists. The object of limitation is to quite long litigation and to extinguish stale demands. In a lighter view, it is stated by an English judge that, controversories are limited to a period of time, lest they shall be immortal, while men are mortal. Therefore, law of

limitation is a valuable weopon to seal the long dead, buried, forgotten disputes. In the matter of arbitration, we find different time prescription for different actions by the parties. Let us see few. of them which are commonly encountered by the parties.

#### 6.1.0 **GCC**

# a) 64 (1) (i): Demand for Arbitration

In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the Railway of any certificate to which the contractor may claim to be entitled to, or if the Railway fails to make a decision within 120 days, then and in any such case, but except in any of the "Excepted matters" refered to in clause 63 of these conditions, the contractor, after 120 days but within 180 days of his presenting his final claim on disputed matters, shall demand in writing that the dispute or difference be referred to Arbitration

# ii) 64 (1) (iv) of GCC:

If the contractor does not prefer his claims in writing, within a period of 90 days of receiving the intimation from the Railways that the final bill is ready for payment, he will be deemed to have waived his claims and Railways shall be discharged and released of all liabilities under the contract in respect of these claims

In a recent decision of SCRailway, AP High Court upheld the rejection of the demand for arbitration that was made after expiry of 180 days (M.V.V. SATYANARAYANA Vs UOI REPRESENTED BY GM/SCR 2006(5) ALT 656)

#### 6.1.1 ARBITRATION ACT 1940

There is no stipulation for Limitation in the Arbitration Act.

#### SUPREME COURT RULING

Supreme Court ruled that Limitation to file petition before court under Section 20 of Arbitration Act, 1940, seeking arbitration is governed by Article 137 of Limitation Act and hence has to be filed within 3 years.

#### Article 18 of Limitation Act.

Under this Article, any person who wants his payment for the Civil/building work done, he can do so within 3 years. After 3 years his claims are not enforceable.

# 6.1.3 PRELIMINARY OBJECTION

Claims which attract limitation under the said provisions are not arbitrable and liable to be rejected has to be brought to the notice of Arbitrator by way of

Preliminary Objections under Section 16 (2) of Arbitration and Conciliation Act and an order is sought from the arbitrator. Awards if rendered against the above provision is fit enough to be contested in Court on account of Misconduct by Arbitrator.

# 6.1.4 SUPREME COURT JUDGEMENTS ON LIMITATION

Supreme Court has delivered judgment defining limitation on the following judgements.

- 1) Inder Singh Rekhi V/s Delhi Development Authority (AIR 1988 S C 1007).
- 2) Panchu Gopal case V/s Board of Trustee for Port of Calcutta (AIR 1994 S C 1615).
- 3) M/s HCG Stock & Share Brokers Ltd and Gaggar Suresh, (2007) 2 SCC 279

Quoting Panchu Gopal Case, the following can be summarized as below.: The period of limitation for the commencement of an arbitration runs from the date on which had there been no arbitration clause, the cause of action would have occurred just as in the case of civil actions the claim is not to be brought after the expiration of a specified number of years from the date on which the cause of action accrued, so in the case of arbitration, the claim is not to be put forward after the expiration of the specified number of years from the date when the claim accrued.

### 6.1.4.1 INDER SINGH REKHI CASE

City Civil Court dismissed the Railways contesting the arbitration award citing Inder Singh Rekhi Case.

# INDER SINGH REKHI V/S DELHI DEVELOPMENT AUTHORITY

Wor	Due	Actual	Posit	Contra	Filing	Gist of Judgement
k	date	date of	ion	ctor's	of AA	
Com	of	compl	of	letters		
menc	comp1	etion	FCC	for		
emen	e-			final		
t	tion			bill		
15-	17-07-	02-04-	Not	28-02-	January	The AA was filed in court in
10-	1977	1980	done	1983	1986	January' 1986, i.e. to say
1976				and		within the period of three years
				04-09-		therefore the application was
				1985		within the time. The High
						Court was in error in
						dismissing the application on
						the ground of limitation. The
						judgment or the order of the
						high court are set aside.

# 6.1.4.2 ANOTHER CASE STUDY ON LIMITATION

Ag	Due	Ext	DO	Date	Cl	Gist of High	Remarks
t.	DOC	end	C	of	ai	Court order	
Da		ed		FCC	m		
te		Cur			Da		
		renc			te		
		у					
6-	9-8-	31-	48	Not	01-	When the	In Indrer Singh Rekhi case
5-	92	08-	Hrs.	done	11-	FB is not	work completed in 1980
92		96	notic		01	made, the	claim raised on 28/2/83
			e on			date on	AA filed in Jan'1986 and
			3-			which the	hence AA within
			04-			claim is the	limitation.
			97			accrua1 of	In this case work
						the cause of	terminated on 3-04-1997,
						action.	claim on 1-11-2001 and
						Therefore	hence right for FCC
						the case is	accrued on 3-4-87 and
						within	hence not within
						limitation.	limitation.

# 7 EXCEPTED MATTERS

7.1.0. Excepted matters are which are specifically excluded from the ambit of arbitration. As per clause **63 of GCC**, the following clauses shall be deemed as "excepted matters" and is not arbitrable.

1	Clause 8	Assistance by Railway for the stores to be obtained by the				
		contractor				
2	Clause 18	Illegal Gratification				
3	Clause 22 (5	Meaning, specification and drawings				
4	Clause 39	Rates for extra items of Work				
5	Clause 43 (2	Signing of "No claim Certificate"				
6	Clause 45 (A)	Measurement of works				
7	Clause 55	Provisions of payments of wages Act				
8	Clause 55-A(3	Provision of contract labour				
9	Clause 57-A	Provision of Mines Act				
10	Clause 61 (1)	Right of Railway to determine the contract				
11	Clause 61 (2)	Payment on determination of contract				
12	Clause 62 (1) to	Determination of contract owning to default of contractor				
	Xiii					

#### 7.2.0 SPECIAL CONDITIONS OF CONTRACT

In addition to the above, special conditions of contract are considered to be Excepted matters. Excepted matters framed as claims are not arbitrable and hence shall file Objection Petition with the arbitrator under section 16(2) arbitration and conciliation Act 1996. Awards rendered by overlooking Excepted matters are considered as misconduct and can be contested in court.

# 7.3.0 ANALYSIS OF CLAUSE 63 AND 64 OF GCC BY SUPREME COURT

- 7.3.1 Supreme Court in **GM/NORTHERN RAILWAY VS SARVESH CHOPRA**; **AIR 2002 SC 1272** analysed clause 63 and 64 of GCC and gave the finding,
  - 2) Firstly it is an arbitration agreement requiring all disputes differences of any kind whatsoever arising out of/or in connection with the contract to be referred for adjudication by arbitration, by the Railway, on a demand being made by the contractor through representation in this regard.
  - 3) Secondly, the agreement is qualified by a proviso which deals with excepted matters
  - 4) Thirdly, Proviso having an overriding effect on the earlier paras of the dause, that all excepted matters shall stand specifically excluded from the purview of arbitration clause abd hence shall not be referred to arbitration.
- 7.3.2 Supreme Court in Arb.LR 506(SC) GM, NRly Vs Sarvesh Chopra held that a claim faling under Excepted matters would not be arbitrable merely because it was refered to Arbitrator by the court. Such award is liable to be set aside. In nutshell, the Supreme Courtlaid following principles to be followed by the courts below in allowing application for appointment of Arbitrator.
  - 1) The court shall examine whether the matter falls under excepted matters, and if so, not to make reference
  - 2) To be an "Excepted matter", it is not necessary that a departmental remedy for settlement of claim must be provided in the agreement.
  - 3) The arbitrability of the claim can be decided at all three stages, ie while making a reference to arbitration; in course of arbitral proceedings and also while making award rule of the court.

# 8.0.0 NO CLAIM CERTIFICATE

# 8.1.0 CLAUSE 43(2) OF GCC

Once a contractor signs a "No Claim" certificate, he is barred from disputing the correctness of items covered by "No claim certificate". AP High Court in Y.Babu Rao Vs GM, S CR, 2001 (3) arb. Observed that by signing "No claim certificate", a fresh controt came into being in terms whereof, the applicant has agreed not to lay further claim in the matter and unless the same is set Aside by the competent court of Law, it must be held that the dispute is not arbitrable one.

Supreme Court aso held similar view in Nathani Steels Ltd Vs Associated constructions (1995) Suppl. 3 S CC 324.

In Ambica Construction Vs Union of India 2997 (I) RAJ 141(SC), the Apex court observed that clause 43(2) indicate that a "No claim certificate" is required to be submitted by a contractor once the works are finally measured up.

In Reshmi Construction (2004) (2)SCC 663, it was held that such a clause in the contract would not be an absolute bar to a contractor raising claims which are genuine, even after the submission of such "No claim certificate".

# 9.0.0 DETERMINATION OF CONTRACT

# 9.1.0 **DETERMINATION OF CONTRACT BY RAILWAYS** (Clause 61 (1)

When Railway determines the contract before completion of the work, due to the paucity of funds or for any other reason, the contractor may put forth claims for the work done till date. Contractor is entitled for reimbursement of expenses incurred in due fulfillment of the contract.

- In case of contracts determined under clause No.61, loss of profit/advantage is prohibited under clause No.61(3) which read as below:
- The Contractor shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of determination of contract.

# 9.2.0 TERM INATION OF CONTRACT AT THE RISK AND COST OF CONTRACTOR (CLAUSE 62(1) OF GCC)

Where the contract is terminated at the risk and cost of the contractor, the consequences of such termination cannot be challenged before the arbitrator. In other words the claims arising out of it are not arbitrable.

#### FOREFEITURE OF SD

Termination of contract will normally be followed by forfeiture of security deposit. When termination is valid, claim for refund of security deposit is not arbitrable.

# 9.2.1 WHETHER TERMINATION OF CONTRACT CAN BE CHALLENGED?

No court ruling could be found on whether the very termination of contract under risk and cost is challen geable.

A careful reading of clause 62(1) of GCC shows that any action taken in pursuance of termination is not arbitrable. The manner and method in which the balance work was completed, cost involved, forfeiture of security deposit, these things cannot be raised before the arbitrator.

#### 9.2..2 FILING OF OBJECTION PETITION

Whenever claims involving issues discussed above are refered to arbitration, preliminary objections have to be filed before the arbitral tribunal under Sec 16(2) of the Act, requesting the AT to decide the arbitrability of those claims that are stated to be excepted matters.

#### 10.0.0 PRELIMINARY OBJECTIONS

Before filing the claim statement or reply statement within the time prescribed under the Act, parties are required to file their objections if any regarding

- Appointment of Arbitrator
- The jurisdiction of the arbitrator on the subject matter ie the claims

# 10.1.1 APPOINTMENT OF ARBITRATOR

Preliminary objection can be with the following

- 1) Tribunal do not have qualification as agreed upon
- 2) Tribunals constitution is contrary to agreed procedure
- 3) Arbitral tribunal do not have competency
- 4) Doubts about the independence of the arbitrator
- Section 12 provides for any such objection on the appointment of arbitrator
- The procedure to deal with such situation is given under 13 of the Act.
- A written statement shall be sent to tribunal within 15 days from the date of knowledge of appointment.

# 10.1.2 JURISDICTION OF ARBITRATOR TO DECIDIE THE CLAIM S

- 1) Tribunal do not have jurisdiction to decide the claims such as Excepted matters, No claim certificate furnished, etc
- 2) Non existence of arbitration agreement/Invalid arbitration agreement
- 3) claims are beyond Limitation
- The jurisdiction of arbitrator may be challenged as a Preliminary objection
- However such plea that arbitral tribunal does not have jurisdiction shall be raised before the submission of statement of defense
- A challenge to exceeding the scope or authority of arbitrator though not a preliminary objection, such a plea has to be raised as soon as the matter all eged

#### 10.1.3 COMPETENCY OF ARBITRATOR TO RULE ON ITS JURISDICTION

- 1) Section 16 of the Act give special power to arbitrator to decide his own jurisdiction.
- 2) This section also give power to rule on any objections with respect to existence or validity of the arbitration agreement.
- The scope of arbitrator to rule on his own jurisdiction has become limited in view of ruling of Supreme Court in a seven member bench judgment (SBP & Co Vs Patel Engg Co, (2005) 6 S CC 618)
- Apex court without touching Section of the Act ruled that appointment of arbitrator is a **judicial order** which is a clear departure from the earlier view that it is a mere **administrative order**.
- Now Chief Justice or his nominee has to look into other factors in addition to arbitration agreement, existence of a live claim, (Limitation) arbitrability of claims before appointment of arbitrator.

• By this judgement Supreme Court taken away the necessacity of invoking Section 16 of the Act

# 11.0.0 STEPS TO BE TAKEN TO REDUCE/AVOID ARBITRATION

It was and is a serious concern for the Railways to reduce Arbitration cases as huge amount is being spend on arbitration awards. It is also a fact that Arbitration cases are increasing. This trend can be reduced if cannot be avoided fully only by better **Contract Management.** 

# 11.1.0 EFFICIENT CONTRACT MANAGEMENT

One of the main object of this Project study is to suggest ways and means for better Contract Management. Now let us discuss the major claims and how these can be avoided or at least reduced

11.1.1 HOW CLAIMS CAN BE A VOIDED OR IDEAL CONTRACT MANAGEMENT
We have already analysed the reason for payment of claims under the Table at 4.2.0.
Let us find out how these situations can be avoided or managed effectively

Sl No	Items of Claims	Measures suggested in GCC	Administrative Measures to be taken	Circulars, Orders, Proceeds Orders issued		
				Contents	Reference Number	

1	INTEREST			I	
1	1)Delay in in CC Bill	Pay from time to time (46(1)	Maintain technical register with measurement	• Pay CC Bill within 7 days.	SCR Letter No.W.148/P/Vol.IV, dtd.5-12-2003.
	2) Delay in final Bill	No time limit prescribed 51 (1)	• Maintain all records (SCR letter No.	• Final measurem ent within 21 days. Further 40 days for final bill.	SCR Letter No.W.148/P/Vol.VI, dtd.27-07-2007.
	3)Delay in Variation	No work shall proceed until modification in writing (41 and 42)	<ul> <li>Realistic estimation of quantity at the time of tender</li> <li>Re-estimate the quantities when variation occurs and prompt action.</li> </ul>	site and drawing.	SCR Letter No.W.148/P/Vol.IV, dtd.5-12-2003.
	4) Pre reference Interest	Decide the dispute within 120 days. Refer claims to arbitration within further 60 days. 51(1) and (64 (1) (i	<ul> <li>Promt actin for final bill and release of SD</li> <li>Pay the claims which are genenuine and advise otherwise</li> <li>Refer claims to arbitrator within 30 days to comply with the Act</li> </ul>	dispute and adhere time table fixed	SCR Letter No.W.148/P/Vol.VI, dtd 27-07-2007. SCR Letter No.W.29/P, dtd.4-8- 2008
	5)Pendentlite Interest	No time limit stipulated for award	Ensure that Arbitral proceedings are conducted and concluded without undue delay.	No Guidelines	NIL Arbitrators are being requested to complete the case earliest.

	6) Future Interest	<ul> <li>Request         Arbitrator to         prescribe rate of         future interest if         awarded.</li> <li>Ideal to accept         reasonable         Awards as court         will not sit as         appealant         autority in         award.</li> </ul>		Nil
2	ILLEGAL TERM INATION	<ul> <li>Ensure funds availability before Tender.</li> <li>Ensure clear site,</li> </ul>	• Funds availabilit y to be ensured.	SCR letter No.W.148/Vol/IV dated 5-12-2003
	1) Determination of	 Drawings etc are		

contract	an determine contract owing to paucity of funfs or any other cause. Notice to Contractor Reason to be advised Pay Work done and value of approved material at site. If expenditure incurred by him in the expectation of completing the work is claimed supported by vouchers, the same may be admitted and considered No loss of profit or advantage. Cl. 61 (1) and		to be sanctioned  Clear site is available  Drawings are approved	
2) Termination of contract	Can terminate contract for reasons 62(1) to (XIII) B	<ul> <li>Time is essence of contract</li> <li>Consider to give extension under 17B before termination.</li> <li>Evaluate extension granted under 17(III) which is a weak Link</li> <li>Don't be hasty to terminate advanced works</li> <li>Record such as</li> </ul>	<ul> <li>No risk and cost.</li> <li>Forefiet SD and encash PG</li> <li>Defaulting contractor debarred from participati on.</li> </ul>	RB Letter No.CE I/CT/4/PTI dated 12/16-5-2006.

		Cita and a Dari		1
3) Tenderer not tumed up to	Contractor to appear and	Site order Book should speak delay from contractor  Issue slow progress Notice,  Issue 7 days, 48 Hours and termination in the prescribed Annexure III, IV and V of GCC within currency.  Dorefiet SD; encash PG and	NIL	NIL
execute contract document	execute contract document within 7 days after notice. Failure is breach of agreement Cl. 8 of GCC Part I	advise contractor.  • Don't delay signing documents  • Forefiet full EMD  • Examine is there any rights or remedies.  • Advise contractor in writing'		
4) Tenderer refuse to execute the contract	Determine that such tenderhas abandoned the contract Cl. 8 of GCC Part I	<ul> <li>Don't delay signing document</li> <li>Treat his tender and acceptance as cancelled</li> <li>Forefiet full EMD</li> <li>Recover damages for default</li> </ul>	NIL	NIL

_			,		•
3	LOSS OF PROFIT/ DAMAGES/ ADVANCES/ TURNOVER DUE TO  1) Determination of contract under 61(1)	No loss of profit or advantage. Advances have to be considered with vouchers. 61(3)	• As in 2 (1) column above.	NIL	NIL
	2) Illegl Termination	Termination is Excepted matters 62(1) to (XIII)	<ul> <li>Section 73 of contract Act may influence the award</li> <li>Ensure termination is legal.</li> <li>Seek legal opinion before termination</li> </ul>	NIL	SCR
	3) On delay ed pay ments	Discussed in Sl 1 in sub number 1,2,3 in this column.	Avoid delay in payment as discussed in subnumber 1, 2 and 3 under Sl No. 1	As discussed in subnumber 1, 2 and 3 under S1 No. 1	SCR Letter No.W.148/P/Vol.IV, dtd 5-12-2003
	4) For reduced quantum of work	Railway can by order can enlarge, diminish or reduce the works Cintractor will not be entitled for any compensation C1 41 and 42 (1)	<ul> <li>Order have to be in writing</li> <li>Modification to be incorporated in formal instrument and signed by both parties</li> </ul>	Variation shall not be executed without sanction NIL	NIL

4	IDLE ABOUR / MACHINERY/ OVERHEAD CHARGES/ PROLONGATION WORK Etc	Non handing over Land, Drawings, instructions or any other cause can entitle the contractor for damages or compensation Railway may grant extension Cl 17 A (iii)	Railway may grant extension of completion of work under clause"Extension for delay due to Railway	<ul> <li>Maintain site order Book and pass orders</li> <li>Maintain daily Labour and machinery employed register</li> <li>Maintain daily progress register</li> </ul>	SCR Letter even No. dt. 27.05.05 and 9-4-2007
		No claim or damages on Force Majeure Cl. 17	<ul> <li>Notice days to be incorporated in contract</li> <li>After the expiry of agreed period, contract can be terminated by either party after notice.</li> </ul>	DO	DO
		Suspension can be ordered by Engineer Contractor not entitled for extra pay ment Cl 36 (i)	<ul> <li>After 14 days eligible for extension</li> <li>In respect of salaries and wages paid, Engineer will decide compensation.</li> <li>After 3 months contractor can give notice to start the work within 15 days</li> <li>If no orders received, contractor can treat the contract abandoned by</li> </ul>	NIL	NIL

			the Railway.		
5	RATES FOR EXTRA ITEMS OF WORK				
	1) Before execution of additional item'	Contractor to notify 7 days before execution of new item Contractor have no claim if rate settled C1 39 (1).	<ul> <li>Rate will be decided in a meeting.</li> <li>If no settlement work will be executed by other agency.</li> </ul>	No extra item to be operated before it is approved.	SCR Letter No.W.148/P/Vol.IV, dtd.5-12-2003
	2) After execution of Of additional item	Chief Engineer decision shall be final C1 39 (2)	<ul> <li>Actual expenditure incurred by contractor or the rate fixed by the Engineer will be paid</li> <li>Can represent to Chief Engineer within 30 days with rate analysis if not satisfied.</li> <li>Chief Engineer decision is final.</li> <li>If counter offer, decision shall be communicated.</li> </ul>	No extra item to be operated before it is approved.	
6	NO CLAIM CERTIFICATE	Contractor cant make claim after furnishing :No claim certificate" after works are finaly measured C1 43 (2)	<ul> <li>Contractor to durnish No claim after final measurement and with final bill</li> <li>PG can be released after physical completion of work</li> <li>SD can be released after furnishing</li> </ul>	Not below J Grade officer to release SD	Board Letter No. 2003/CE- I/CT/4?PT.I dated 12/16-05-2006

unconditional and unequivocal No claim certificate from contractor	

#### 12.0 OTHER IMPORTANT JUDGEMENTS

# 12.1 APPOINTMENT OF ARBITRALTRIBUNAL BY THE PARTY IN THE AGREEM ENT-TIME LIMIT

Supreme Court in 2000(3) Arb.LR 447(SC) Datar Switchgears Ltd Vs Tata Finance3 Ltd & another held that though the appointment was beyond 30 days, since the arbitrator was appointed before appellant filed application under Section 11(6), the appointment as valid and dismissed the appeal

# 12.1.1 LIMITATION FOR CHALLENGIN AWARD BEFORE CIVIL COURT

Supreme Court in **UOI Vs Popular Construction Co (2001) 8 S CC 470** ruled that provisions of Limitation Act (that provides for condonation of delay in filinf petitions) does not apply to the proceedings of challenging the arbitration award under Section 34 of Arbitration and Conciliation Act 1996.

The history and scheme of 1996 Act support the conclusionn that the time limit prescribed under Section 34 to challenge an award is absolute and unextendable by Court under Sec 5 of the Limitation Act.

This judgement assumes importance since, in Railways too we tend to delay filing of objections against award thinking that delay can be condoned. Therefore, delay in filing award should be cautiously avoided.

# 12.2.0 APPOINTMENT – AS PER AGREEMENT

A three member of Supreme Court in **UOI** Vs M.P.Gupta (2004) 10 SCC 504 upheld the contention of the Railways that only gazetted Railway officers are to be appointed as arbitrators.

Supreme Court in **UOI & anr. V/s M/s V.S.Engineering (P) Ltd, AIR 2007 SC 285** held that court not to interfere when arbitral tribunal is appointed according to GCC. This is a case where Supreme court vindicated the stand of Railways Cl 64 of GCC of Civil Engg. Stipulates that Gm of the Railways has to appoint only gazetted officers as Arbitrators.

# 12.3.0 ARBITRALTRIBUNAL SHOULD FOLLOW MANDATORY PROCEEDURE

Supreme Court in **ONGC Ltd Vs Saw Pipes Lts** (2003) (2) **Arb. LR 5**) held that if the Arbitral tribunal passed an award in violation of provisions of Indian Contract

Act, or if the Tribunal ignores the terms of the contract and usage (Section 28 (3) that Arbitral tribunal shall decide the dispute in terms of contract), it would amount to non following of mand atory provisions prescribed under the Act

Therefore, such aard which is contrary to the substantive provisions of law or the provisions of the Act or against the terms of the contract would be patently illegal and could be interested under Sec 34 of the AC Act.

# 12.4..0 WHO IS THE "PARTY" UNDER ARBITRATION ACT

Supreme Court in **UOI Vs Tecco Trichy Engg & Contractors** (2005) 4 S CC 239 held that the party is the person who is directly connected with and involved in the proceedings and who is in control of the proceedings before arbitrator. Whether "GM" is the party for the arbitration proceedings as mentioned in AC Act, 1996, Supre Court said "**NO**".

The supreme court had gone into the various Sections of the A7C Act that dealt with the term "Party". Section (2) of the Act defines a "Party" means a party to an arbitration agreement. According to Section 31 (5) after the arbitral award is made, a signed copy shall be delivered to each "Party". Under Section 34, sub Section (3) the limitation of three months commences from the date on which the "Party" making the application had received the award.

Supreme Court held in large organizations like the Railways, "Party" as refered to Section 2 (h) read with Section 34(3) of the Act, has to be construed to be a person directly connected with and involved in the proceedings and who is in control of the proceedings before the arbitrator. The delivery of an arbitration award under sub section (5) of section 31 is not amatter of mere formality. The delivery of the arbitral award to the party to be effective has to be "ecieved" by the party. The delivery of the copy of the award has the effect of conferring certain rights on the party, as also bringing to an end the right to exercise those rights on expiry of the prescribed period of limitation

12.4.0 Jurisdiction of Arbitrator- Arbitrator cannot award any amount ruled out by terms of agreement

AIR 1997 SUPREME COURT 980 Civil appeal No.808 of 1997 arising out of SLP © No.20853 of 1996 in case of New India Civil Engineers (P) Ltd Vs Oil and Natural Gas Corporation.

12.5.0 The power exercised by Chief Justice of High Court or the Chief Justice of India under Section 11(6) of the Act is not an administrative power. It is a judicial power. APPEAL (Civil) 4179 of 2003, M/s S.B.P & Co Vs M/s Patel Engineering

# 3.1.8 ARBITRATION AWARDS OF 2007-2008

actually.  11. Loss due to Idling of (a) men (b) machinery (for 200 days)  12. Turnover loss due to prolong ation of work 13. Overhead charges, site office and head office @ 2 lakhs per month upto now, caused by administrative delay in finalisation and during the extended period  14. Loss of profit due to delay caused on railways Account  15. Loss due to irregular withholding of bank Guarantees and forced extensions  actually.  11.a) Rs.10,00,00,000  12. Rs.55,50,000/- 13. Rs.70,00,000/- 14. NIL  14. Rs. 60,00,000/- 15. Rs.3,00,000-00	LIST OF ARBITRATION A WARDS PAID PARTLY CONTESTED			PCE/Ope	en Line/SC	
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12/3/09   Sri   N.S.N.Mut from the bills for alleged short supply of the dulates aper the quarterly schedule under the condition of contract of the thing of the condition of contract of the private limited, Visakhapat nam   Arbitrators						
Rs.10.98 crores. Agency: Siddhardha Constructio Inspirate limited, Visakhapat nam  N.S.N.Murt FA&CAO'  Siddhardha Constructio Inspirate limited, Visakhapat nam  N.S.N.Murt Arbitrators.  N.S.N.Murt FA&CAO'  Inspirate limited, Visakhapat nam  N.S.N.Murt Arbitrators.  N.S.N.Murt Arbitrators.  N.S.N.Murt FA&CAO'  Inspirate limited, Visakhapat nam  N.S.N.Murt Arbitrators.  N.S.N.Murt FA&CAO'  N.S.L. Amount extra expenditure involved in double handling the material both at quarry site and production site owing to non provision of stacking grounds for nearly 200 days during the contract period on the contract period on S. Compensation to cover additional expenditure in loading larger ballast rakes  N.S.N.Murt FA&CAO'  N.S.L. Amount extra expenditure in volved in double handling the material both at quarry site and production site owing to non provision of stacking grounds for nearly 200 days during the econtract and sale tax levied by the commercial tax deparatment as for supply contract instead of works contract as contended by the Railway of S. Rs. 7,85,000/-  N.S.2.2,64,495 towards arreans of TDS  N.S.L. Amount extra expenditure in volved in double handling arreans of TDS towards arreans of TDS  N.S. Rs. 7,85,000/-  N.R. 8. N. 10,00,000/-  N.R. 8. N.					3. Rs.9,02 <i>5</i> 23/-	3. Rs.9,02,523-00
Agency: Siddhartha T/SC Constructio Is private limited, Visakhapat nam  FA&CAO/ Siddhartha T/SC O4. A mount extra expenditure involved in double hardling the material both at quarry site and production site owing to non provision of stacking grounds for nearly 200 days during the contract period O5. Compensation to cover additional expenditure incurred in loading larger ballast rakes O6. Differential in the amount of Sales tax levied by the commercial tax deparatment as for supply contract instead of works contract as contended by the Railway O7. Compensation for irregular recovery of Rs. 22.64.495 towards arrears of TDS O8. Losses incurred due to irregular recovery of falleged arrears of TDS towards income tax and salestax. O9. Refund of amount irregularly recovered at the instance of vigilance 10. Payment Of Final Bill And Refund Of Security Deposit  11. Loss due to Idling of (a) men (b) machinery (for 200 days) 12. Turnover loss due to prolongation of work 13. Overhead charges, site office and head office @ 21 Jakhs per month upto now, caused by administrative delay in finalisation and during the extended period  14. Rs. 4. Rs. 4. Rs. 4. 2,55,000/- 4. NIL  4. Rs. 4. Rs. 4. 2,55,000/- 5. Rs. 7,85,000/- 5. Rs. 7,85,000/- 7. Rs. 9,0, 600-00  8. Rs. 10,00,000/- 7. Rs. 9,0, 600-00  8. Rs. 11,00,000/- 9. Rs. 57,349/- 9. NIL  10. All Bank guarantees are to be returned 11. a) &b. 11. b) Rs. 2,00,0000/- 11. b) Rs. 2,00,0000/- 13. Rs. 70,00,000/- 13. Rs. 70,00,000/- 13. Rs. 70,00,000/- 13. Rs. 70,00,000/- 14. NIL		Rs.10.98	N.S.N.Murt		, ,	, ,
Siddhardha Construction is private limited, Visakhapit nam  Os. Compensation to cover additional expenditure incurred in loading larger ballast rakes  OS. Compensation to cover additional expenditure incurred in loading larger ballast rakes  OS. Differential in the amount of Sales tax levied by the commercial tax deparatment as for supply contract instead of works contract as contended by the Railway  OT. Compensation for irregular recovery of Rs. 22,644.95 towards arreans of TDS  OB. Losses incurred due to irregular recovery of alleged arreans of TDS  OB. Losses incurred due to irregular recovery of 10. Payment Of Final Bill And Refund Of Security Deposit  11. Loss due to Idling of  (a) men  (b) machinery (for 200 days)  12. Turnover loss due to prolongation of work 13. Overhead charges, site office and head office @ 2 lakhs per month upon ow, caused by administrative delay in finalisation and during the extended period  14. Loss of profit dueto to delay caused on railways Account  15. Loss due to irregular withholding of bank Guarantees and forced extensions  Oscillational expenditure involved in double handling the material both at quarry site and quarry site and quarry site and quarry site and quarrent provision of stacking grounds for nearly 200 days buring the contract period  Oscillational expenditure incurred in loading larger ballast rakes  Os. Rs. 7, 85,000/-  S. Rs. 7, 85,000/-  7. Rs. 90, 600-00  8. Rs. 10, 00,000/-  8. NIL  10. All Bank guarantees are to be returned  11. a) Rs. 1,00,00,000  11. b) Rs. 2,00,00000  12. NIL  13. Rs. 70,00,0000-  14. Rs. 60,00,000/-  14. Rs. 60,00,000/-  15. Rs. 3,00,000-00						
double handling the material both at quarry site and production site owing to non provision of stacking grounds for nearly 200 days during the contract period 05. Compensation to cover additional expenditure incurred in loading larger ballast rakes 06. Differential in the amount of Sales tax levied by the commercial tax deparatment as for supply contract instead of works contract as contended by the Railway 07. Compensation for irregular recovery of Rs.22,64,495 towards arreaus of TDS 08. Losses incurred due to irregular recovery of alleged arreas of TDS towards income tax and salestax. 09. Refund of amount irregularly recovered at the instance of vigilance 10. Payment Of Final Bill And Refund Of Security Deposit 11. Loss due to Idling of (a) men (b) machinery (for 200 days) 12. Turnover loss due to prolongation of work 13. Overhead charges, site office and head office @ 2 lakhs per month upto now, caused by administrative delay in finalisation and during the extended period 14. Loss of profit due to delay caused on railways Account 15. Loss due to irregular withholding of bank Guarantees and forced extensions					4 D 42 55 0004	4 3777
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limited, Visakhapat nam 05 stacking grounds for nearly 200 days during the contract period 05. Compensation to cover additional expenditure incurred in loading larger ballast rakes 06. Differential in the amount of Sales tax levied by the commercial tax deparatment as for supply contract instead of works contract as contended by the Railway 07. Compensation for irregular recovery of Rs.22,64,495 towards arreans of TDS 08. Losses incurred due to irregular recovery of alleged arrears of TDS towards income tax and salestax. 09. Refund of amount irregularly recovered at the instance of vigilance 10. Payment Of Final Bill And Refund Of Security Deposit 11. Loss due to Idling of (a) men (b) machinery (for 200 days) 12. Turnover loss due to prolongation of work 13. Overhead charges, site office and head office @ 21akhs per month upto now, caused by administrative delay in finalisation and during the extended period 14. Loss of profit due to delay caused on railways Account 15. Loss due to irregular withholding of bank Guarantees and forced extensions 14. Rs. 20,00,000 15. Rs. 3,00,000-00						
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06. Differential in the amount of Sales tax levied by the commercial tax deparatment as for supply contract instead of works cortract as contended by the Railway   07. Compensation for irregular recovery of Rs.22,64,495 towards arrears of TDS   08. Losses incurred due to irregular recovery of alleged arrears of TDS towards income tax and salestax.   09. Refund of amount irregularly recovered at the instance of Vigilance   10. Payment Of Final Bill And Refund Of Security Deposit   11. Loss due to Idling of (a) men (b) machinery (for 200 days)   12. Turnover loss due to prolongation of work 13. Overhead charges, site office and head office @ 2 lakhs per month upto now, caused by administrative delay in finalisation and during the extended period   14. Loss of profit due to delay caused on railways Account   15. Loss due to irregular withholding of bank   Guarantees and forced extensions   6. Rs.52, 70,648-00   7. Rs.90,600-00   7. Rs.90,600-00   8. NIL   10. As available with Railway actually.   10. As available with Railway actually.   10. As available with Railway actually.   11. a) Rs.100,00,000   11. a) &b)   Rs.40,00,000-00   12. NIL   13. Rs.70,00,000   13. Rs.70,00,000   14. NIL   13. Rs.10, 50,000-00   14. NIL   15. Loss due to irregular withholding of bank   15. Rs. 20,00,000/-   15. Rs.3,00,000-00   15. Rs.3,00,000-						
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of alleged arrears of TDS towards income tax and salestax.  09. Refund of amount irregularly recovered at the instance of vigilance  10. Payment Of Final Bill And Refund Of Security Deposit  11. Loss due to Idling of (a) men (b) machinery (for 200 days)  12. Turnover loss due to prolongation of work 13. Overhead charges, site office and head office @ 2 lakhs per month upto now, caused by administrative delay in finalisation and during the extended period  14. Loss of profit due to delay caused on railways Account  15. Loss due to irregular withholding of bank Guarantees and forced extensions  9. Rs. 57,349/-  10. As available with Railway guarantees are to be returned  11.a) Rs. 1,00,00,000  11.b) Rs. 2,00,00,000/-  12. NIL  13. Rs. 70,00,000/-  14. Rs. 60,00,000/-  14. NIL  15. Rs. 20,00,000/-  15. Rs. 3,00,000-00				Rs.22,64,495 towards arrears of TDS		•
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the instance of vigilance  10. Payment Of Final Bill And Refund Of Security Deposit  11. Loss due to Idling of (a) men (b) machinery (for 200 days)  12. Turnover loss due to prolongation of work 13. Overhead charges, site office and head office @ 2 lakhs per month upto now, caused by administrative delay in finalisation and during the extended period  14. Loss of profit due to delay caused on railways Account 15. Loss due to irregular withholding of bank Guarantees and forced extensions  10. As available with Railway guarantees are to be returned  11. a) Rs. 1,00,00,000,000  11. a) Rs. 1,00,00,000,000  12. Rs. 40, 00,000-00  12. NIL 13. Rs. 70,00,000/- 14. NIL 15. Rs. 20,00,000/- 15. Rs. 3,00,000-00					0 Pc 57 3/0/	0 MH
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Security Deposit  11. Loss due to Idling of (a) men (b) machinery (for 200 days) 12. Turnover loss due to prolongation of work 13. Overhead charges, site office and head office @ 2 lakhs per month upto now, caused by administrative delay in finalisation and during the extended period 14. Loss of profit due to delay caused on railways Account 15. Loss due to irregular withholding ofbank Guarantees and forced extensions  with Railway actually. 11. a) Rs. 1,0,00,000,000 11. a) Rs. 40, 00,000-00 12. NIL 13. Rs. 70,00,000/- 13. Rs. 70,00,000/- 14. NIL 15. Rs. 20,00,000/- 15. Rs. 3,00,000-00					10. As available	10. All Bank
11. Loss due to Idling of (a) men (b) machinery (for 200 days) 12. Turnover loss due to prolong ation of work 13. Overhead charges, site office and head office @ 2 lakhs per month upto now, caused by administrative delay in finalisation and during the extended period 14. Loss of profit due to delay caused on railways Account 15. Loss due to irregular withholding ofbank Guarantees and forced extensions  11.a) Rs.10,00,00,000 11.a) &b) Rs.40,00,000-00 12. NIL 13. Rs.70,00,000/- 14. NIL 15. Rs. 60,00,000/- 15. Rs. 20,00,000/- 15. Rs. 3,00,000-00						guarantees are to be
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(b) machinery (for 200 days)  12. Turnover loss due to prolong ation of work  13. Overhead charges, site office and head office @ 2 lakhs per month upto now, caused by administrative delay in finalisation and during the extended period  14. Loss of profit due to delay caused on railways Account  15. Loss due to irregular withholding of bank Guarantees and forced extensions  12. Rs. 55,50,000/-  13. Rs. 70,00,000/-  14. NIL  15. Rs. 20,00,000/-  15. Rs. 3,00,000-00				=		
12. Turnover loss due to prolongation of work 13. Overhead charges, site office and head office @ 2 lakhs per month upto now, caused by administrative delay in finalisation and during the extended period 14. Loss of profit due to delay caused on railways Account 15. Loss due to irregular withholding ofbank Guarantees and forced extensions  12. Rs. 55,50,000/- 13. Rs. 10, 50,000-00  14. Rs. 60,00,000/- 15. Rs. 20,00,000/- 15. Rs. 3,00,000-00					11.b)Rs.2,00,00,000	Rs.40, (0),000-00
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14. Loss of profit due to delay caused on railways Account 15. Loss due to irregular withholding of bank Guarantees and forced extensions  14. Rs. 60,00,000/- 15. Rs. 3,00,000-00				by administrative delay in finalisation and		
railways Account 15. Loss due to irregular withholding ofbank Guarantees and forced extensions  15. Rs. 20,00,000/- 15. Rs.3,00,000-00						
15. Loss due to irregular withholding ofbank Guarantees and forced extensions 15. Rs. 20,00,000/- 15. Rs.3,00,000-00					14. Rs. 60,00,000/-	14. NIL
Guarantees and forced extensions					15 Pa 2000 000/	15 De 3 00 000 00
					13. KS. 20,00,000/-	13. KS.3,00,000-00
10.2000 01 ac., and a para to into all and to 1 10.110. 20,00,000 1 10.1112				16. Loss of advances paid to labourdue to	16. Rs. 50,00,000/-	16. NIL

distanceion of minde	roilway's account	I	1
dislocation of work on 17. Interest on all the al compounded monthly r	oove @ 24%	17. To be worked ou	17. @ 12% simple interest p.a. from 26-12-03 till date of award on claims 1,3,6,11,13 & 15
18. Cost of arbitration a expenses		18. To be worked out Total: Rs. 8,12,78,366/- + Int.	18. Rs.1, 75,000-00 Total: Rs. 2,30,83,867/- @ 12% simple interest p.a. from 26- 12-03 till date of award on claims 1,3,6,11,13 & 15
2 SC division Sudhir 1. AgtNo23/W/BG/93	dtd. 20/7/93	1. Rs.1,48,988/-+	1. Rs.1,58,903
-VKB- Chipulanka 1. Non payment of fina PRLI r, Rs.1,48,988/- since 199	l bill amount of 7 due to non-	Int. @ 24% p.a. from Feb.98.	(Gross since final bill not paid)
section, Dy.CEE/Pl finalization of variation		2. Rs.1,50,000/-+	2. Rs.1,50,000
proposed g/HQ 2. Illegal retention of SI replacemen Presiding 3. Loss due to non final		Int. @ 24%p.a. from 4.6.98.	
tofgirders Arbitrator resulting in engagement with PSC S.K.Mishra, supervisors.	t of part time	3. Rs. 1,14,000/-	3. Rs.38,000
for Dy.CE/Con 4. Loss of profit on accomplished Bridges. /NED @ of further work due to i Agency: SC and Sri amounts for the works of th	llegal retention of due	4. Rs. 9,00,000/-	4. Rs.4,94,240
Sri L. Sirra Santhi 6. Difference in the rate Sudarshan Raju,	e of ce ment payable.	6 To be worked out	6. Rs.17,500
Reddy Dy.FA/SW/ 7. Costs (Not included SC Joint	in terms of reference)	7. Rs. 17,500/- Total:	7. Rs.20,000
Arbitrators		Rs.13,30,488/-+ Int.	Total: Rs.8,78,643- + Int.
2. AgtNo.44/W/BG/93	dtd. 07/10/93	1. Rs.2,12,759/-+	1. Rs.2,24,051/-
1.Non payment of final Rs.2,12,759/- since 199	7 due to non-	Int. @ 24% p.a. from Jan,97.	
finalization of variation			
2.Illegal retention of SE		2. Rs.1,50,000/-+ Int. @ 24%p.a. from 28.5.97.	2. Rs.1,50,000/-
3.Loss due to non finali resulting in engagement supervisors.	zation of contract	3. Rs. 1,54,000/-	3. Rs.51,333/-
4.Loss of profit on according of further work due to i	llegal retention of due	4. Rs. 16,00,000/-	4. Rs. 7,48,100/-
amounts for the works of 6.Difference in the rate		6. Rs. 2,071/-	6. Rs.2,071/-
7.Costs (Not included in	· · · · · · · · · · · · · · · · · · ·	7. To be worked out	7. Rs.20,000/-
		Total: Rs. 21,18,830/-+ Int.	Total: Rs.11,95,555/- Int.
3. AgtNo43/W/BG/94		1 D- 2 17 1617	1 D - 2 17 1 C1 / '
1. Non payment of final Rs.2,17,161/- since 199	7 due to non-	1. Rs.2,17,161/- + Int. @ 24%p.a.	1.Rs. 2,17,161/- since final bill not paid
finalization of variation  2. Illegal retention of Sl	D	from May,96 2. Rs.50,000/- + Int. @ 24%p.a.	2. Rs.50,000/-
3. Loss due to non final resulting in engagement	ization of contract	from 15.9.96. 3. Rs. 1,55,000/-	3. Rs.51,666/-
supervisors. 4. Loss of profit on according to the supervisors.	ount of non execution	4. Rs. 9,75,000/-	4. Rs.5,34,320/-

3 Agency: M/s Sri Venkates w ara Constructio ns Co	Justiæ S.V.Maruth i – Petition filed by Railways u/s 34 of Arbitration & Conciliatio n Act, 1996 to set aside the award- Court orders passed on 9th day of October, 2006 in O.P.No.157 /2002 filed	of further work due to illegal retention of due amounts for the works done and SD.  6. Difference a mount payable for 2 SSR items under Schedule 'C'.  7. Costs (Not included in terms of reference)	6. To be worked out 7. Rs.8,944.50 P Total: Rs. 14,06,105.50 + Int.	6. Rs.8,944/-  7. Rs.20,000/- Total: Rs.8,82,091/- + Int. Payment of the following as confirmed in the Judgment dated 09/10/2006 of Hon' ble Additional Chiefjudge, City Civil Court: (i) payment of interest @ 18% p.a on final bill amount of Rs.14,08,048 from 01/8/91 to 17/5/2002 (date of release of Rs.14,08,048) (ii)Cost of arbitration: Rs. 1,00,000/
4 Supplying,	by Railways in the Court of the I Additional Chief Judge, City Civil Court, Secunderab ad. Sole	1.	1.	1.
stacking and leading of 50mm & 25mm gauge stone ballast at SC yard. Agt. No. SK/9 dated 28-4-84. Agency: M/s. Ramakrish na Constructio ns, Hyderabad.	Arbitrator Shri B.Ram Mohan Reddy, the then Dy.CE/TM/ SC and now Sr.DEN/So uth/SC pronounced the award on 28-03- 07	a) Illegal retention of final bill amount. b) Cumulative commercial interest @ 24% p.a. from February 1986  2. a) Non-Payment of Security Deposit held with Railway Illegally. b) Cumulative commercial interest @ 24% p.a. from February 1986  3.Loss due to illegal retention of final bill resulting engagement of part time supervisor. 4.Loss of Profit on account of non-execution of further contract works etc., 5. Costs. 6. Cumulative Commercial Interest payable on all claim amounts from Feb.1986 till date of payment.	a) Rs. 10,337/- b) To be worked out  2. a) Rs. 32,804/- b) To be worked out  3.Rs. 24,000/- + Interest 4.Rs. 7,60,000/- 6. To be worked Out. Total: Rs. 8,42,141/- + Interest.	a) Rs. 7,139-00 b) 12% p.a. simple interest from 1-02-86 till date of payment 2. a) Rs. 32,804-00 b) 12% p.a. simple interest from 1-02-86 till date of payment 3. Rs. 42,000-00 4. Rs. 4,69,800-00 5. Rs. 5,000-00 6. NIL Total: Rs. 5,56,743/- + Interest.
5 Leading of ballast into track	Award proncunced by the Sole	1. Illegal retention of final bill amount	1. Rs. 17,242/- + Interest @ 24% from Oct,1985 till	1. Rs. 17,242-00

	between	Arbitrator		date of payment	
	Pembarthi and	Shri P.Veera	2. Illegal retention of Security Deposit	2. Rs. 4,742/- + Interest	2. Rs. 4,742-00
	Jangaon stations;	Kumar, Dy.CE/Br.	3. Loss due to illegal Retention of Final Bill resulting engagement of Part-time	3. Rs. 38,000/-Plus further amount of	3. Rs. 30,000-00
	Agt. No.SK/26 dated. 27/7/84	D/SC on 26-04- 2007.	Supervisor.  4. Loss of profit on account of non-execution of further contract works due to illegal retention of Final Bill and Security Deposit.	expenditure. 4. Rs. 2,00,000/- + further loss	4. Rs. 1,40,000-00
	Agency: M/s. Ramakrish na Constructio ns		5. Costs 6. Cumulative Commercial Interest @ 24% p.a. payable in all claim amounts from 1985 till date of payment.	5. Rs. 10,000/- 6. To be assessed. Total: Rs. 2,69,984/-+ Int.	5. Rs. 5,000-00 6. Rs. 85,527-00 @ Simple Interest at 15% pa. on Claim 1,2 & 3 Total: Rs. 2,82,511- 00 + Int.
6	Acceptance Letter No.YW/14 8/W.III/16 1/99/C, dtd 27-12- 99 for the work of "Repairs to masonry drain/cover ed drains in Lalaguda Workshop"	Award pronounced by the Sole Arbitrator Shri K.Laxman, the then Dy. CSTE/C/SC and now Dy.CVO/S &T on 13-06-2007.	1. Payment due for work done 2. Refund of Security Deposit 3. Loss of advance paid to labor 4. Idle establishment charges 5. Loss of over head charges @ 10% of agreement value 6. Loss of profit due to illegal rescinding of the contract 10% of the agreement value 7. Incidental, legal, other miscellaneous expenditure in connection with settlement of claims. 8. Interest on above six items @ 24% p.a. from 01-09-2000 till the date of settlement Total	1. Rs. 50,000/- 2. Rs. 1,20,200/- 3. Rs. 2,00,000/- 4. Rs. 1,23,200/- 5. Rs. 2,25,207/- 6. Rs. 2,25,207/- 7. 5% of the award  8. To be worked out Total:	1.Nil 2. Rs. 120,200-00 (In case the SD has been forfeited, the interest earned on SD also hasto be refunded, otherwise the FDR has to be returned to the claimant without interest on the SD) 3. Nil 4. Nil 5. Nil
	Contractor. Shri A.Satish Reddy.			9,43,814/- (+) amount on claim No.7 & 8.	6. Nil 7. Nil 8. Nil Total: Rs. 1,20,200-00 (+) Future interest @ 9% p.a from the date of award till date of payment
7	Agt.No.16/ Sr.DEN/Li	Award pronounced	1. Non payment of due amount for the work done	1. Rs. 1,07,729/-	1. Rs. 80,798/-
	nes/NED, dated 13-	by Sole Arbitrator,	2. Loss of affected business tum over on account of inordinate delay in payment of	2. Rs. 6,00,000/-	2. Rs. 2,10,443
	12-2004 for the work of "Providing and fixing	Shri S.K.Mi shra, Dy.CE/Con /NED @ SC on	amount due for the work done.  3. Expenditure incurred proportionate overhead expenditure of management at Rs.2,000/per month for the period from 1999-2004 i.e., 6 years	3. Rs. 1,44,000 + 8,000 ( further expenditure)	3. Rs.72,000/-
	of reservation counter and	18/5/2007 received by CGE on	4. Expenditure incurred for preparation of appeals and consequent correspondencedue to non-payment of the amount due for the	4. Rs. 20,000	4. Rs. 20,000/-
	executing ancillary works at Parbhani Railway station"	28/5/2007.	work done in December/1998 5. Interest payable on all claims from 01/01/1999 to date of actual payment @ 24%	5. To be worked out Total: Rs. 8,79,729/-+ Int.	5. @ 15% interest simple from 01/01/1999 till payment on claim no.1 & 15% simple interest from
	Agency: M/s Sri Matha Manikeshw				interest from 01/01/1999 to 31/12/2004 on amount of Rs.63,159/ already paid in

	ari Enterprises , Hyderabad.				January, 2005 to be worked out and paid. Total: Rs. 3,83,241/- + Interest
0		Avvord	1	1	
8	Agt.No. 12/S/BZA/ 2004 dated. I 2004 for the work of "Extensio n of Platform shelter on platforms 2 & 3 (South end) at Nellore". Claimant: Sri Y. Chinna Reddy.	Award proncunced by the Tribunal consisting of Sri A.Gopinath , FA&CAO/ Gen Presiding Arbitrator, Sri L.N.Prasad, CEGE and Sri R.Rajamani , Rtd CCRS, Joint arbitrators on 30-06- 2007 and clarification dated. 23-8- 07.	Payment of final bill Refund of Security Deposit  Closs of advances paid to labor & materials  Loss due idling of labor and machinery  Loss due to delay in on account payment  Closs due to delay in making final payment fill the date of payment @ 24% per annummonthly rest  Extra rates for steel etc. @ Rs.1000 per quintal  Additional items executed but not included in variation  (a) Loss of tumover and profit @ 20% of agreement value (b) Loss of profit due to reduction in value by 9.6 lakhs  Closs of overheads (site) @ 20,000 per month for 8 months  Head Office @ 15,000 per month for 24 months  Loss of overheads (site) with the difference of inauguration & escalation  Compensation for mental agony  Compensation for loss of reputation and goodwill  Interest @ 24% from April, 2005 till date of payment	1. Rs. 1,30,000/- 2. As A vailable 3. Rs. 8,00,000/- 4. Rs. 4,00,000/- 5. To Be Worked Out 6. To Be Worked Out 7. Rs. 6,20,000 8. Rs. 1,50,000/- 9. (A) Rs.11,20,000/- (B) Rs. 6,00,000/- 10. Rs. 1,60,000/- 11. To Be Worked Out 12. Rs. 11,20,000/- 13. Rs. 5,00,000/- 14. Rs. 5,00,000/- 15. To Be Worked Out Total Rs. 68,60,000/- 11. To Be Worked Out Total Rs. 68,60,000/- 14. Rs. 5,00,000/- 15. To Be Worked Out Total Rs.	1.As peractual 2.Rs.1,96,303.00 3.Nil 4.Nil 5.Nil 6.Nil 7.Nil 8.Rs.81,116.19 9.Nil 10.Nil 11.Nil 12.Nil 13.Nil 14.Nil 15.Nil Total Rs. 2,77,419.19 + Int. @ 10%
9	Agt.No.SK	Award	Claim 1.A.	Int. @ 24%	
	/20 dated. 27-09-2001 for the work of "Proposed CC aprons	pronounced by the Sole Arbitrator, Mr. Justice V.Rajagopa 1 Reddy, on	Loss due to non payments detailed holding repayment of security deposit, illegally disallowed and deducted amount etc.  a) Executed value furnished by the claimant in the variation statement	1,04,49,250.5 7	Claim 1A a)19,51,703.26

	10.60=	I	I	1
on road	18-6-07	which has not been disputed by the		
No.1 & 2 a		respondent.		
SC".		Addl. Difference amount under NS-1	00 10 220 50	
Agency:		Schedule (E). Addl. NS items based on	09,18,339.56	
Sri B.		the rate at Rs. 1,256- instead of Rs.	1,13,67,590.1	
Venkatesw		834/-	3	
ara Rao		Revised executed value by	E0 46 400 06	1) 5: 1
		Less payment made unto CC-IV	78,46,128.36	b) Disallowed
		received on 16/11/02	35,21,461.77	
		Amount due	1,93,571.00	
		b) The amount of Rs.14,89,007.81 paid		
		vide CC-iv was received by the claimant		`
		on 16-11-2002 entitling simple interest		c)
		from 1-05-2002 to 15-11-2002@ 24%		1) 70 1 1 1
		p.a.		d) Disallowed
		c) This is covered under A(d) and hence	11 06 060 M	
		not detailed	11,26,868.00	
		d) Interest payable @ 24% p.a. on		
		amount due under final payment of	20. 42. 449. 00	
		Rs.35,21,461.77 from 1-05-2002 to 31-	20,42,448.00	
		08-2003		
		Further interest from 1 00 2002 to 5 02	To harrandrad	a) Dafumd of
		Further interest from 1-09-2003 to 5-02- 2006	To be worked out	e) Refund of Rs.1.50000/- in cash
		2006	1,50,000.00	and release of FDR
		E 41 14 46 602 2006 111 14	1,30,000.00	
		Further interest from 6-02-2006 till date of realization		of Rs.1,50,000/- along with accrued
		e) Release of SD in the form of FDR –		interest
		Rs. 1,50,000/-	42,000,00	Interest
		Repayment of SD in the form of cash –	42,000.00	NIL
		Rs. 1,50,000/-		NIL
		Interest payable on Rs.1,50,000/- from	87,000.00	NIL
		1-07-2002 to 31-08-2003 @ 24% p.a.	07,000.00	NIL
		1 07 2002 to 31 00 2003 @ 2+76 p.u.	To be worked	f) Disalbwed
		Interest from 1-09-2003 to 5-02-2006	Out	i) Distrib wea
		Interest Rom 1 07 2003 to 3 02 2000	19,822.00	
		Further interest from 6-02-2006 till	19,022100	g) Disallowed
		realization		8) =
		f) A mount deducted from CC-IV	3,766.00	
		towards variation is arbitrary and to be	.,	
		re-paid amounting		
		g) Interest payable from 17-11-2002 to		
		31-08-2003	11,497.00	
		19822x24x9.5/100x12	,	
		Further interest from 1-09-2003 to 5-02-		
		2006	To be worked	
		19822x24x29/100x12	out	Claim 1B disallowed
				in total.
		Further interest from 6-02-2006 till		
		realization		
		Claim 1 B		
		Loss due to work carried out in 45 days		
		for Rd.1 &2 simultaneously instead of		
		in 153 days as per agreement. The		
		additional expenditure in curred as		
		detailed tobe compensated.		
		i) Extra 45% over and above 30%	40.60.500.05	
		payable on value of work done for SSR	10,63,698.00	
		items under Schedule (A) value of SSR	2.72.072.00	
	1	items under Schedule (A) Rs.	3,73,972.00	

					1
			23,63,773.10		
			23,63,773.10 x 45/100	271 500 00	
			Amount to be compensated	2,71,500.00	
			ii) Extra 16% over and above for work		
			done under Schedule (B) value	22672000	
			Rs.23,37,322.00	2,36,730.00	
			iii) Extra 20% for NS item value Rs.		
			13,57,497.80 under Schedule (C)		
			payable $13,75,497.80 \times 20/100 =$		
			2,71,500.00		
			iv) Extra 69% over and above 30% for		
			additional SSR items under Schedule		
			(D) value Rs. 3,43,086.76 payable		
			v) The revised value (Based on the rate		
			Rs.1,256/-1M2 instead of the rate		
			Rs.834/- 1M2) for additional N.S.Items		
			(work done) under Schedule (E) payable	5,68,380.00	Claim 2 disallowed
			and to be compensated. Since this is		in total.
			included in the Claim A(a) amount is		
			not shown.		
			vi) No reduction either in rates or in		
			quantities will be accepted than those		
			are shown in the Deviation statement		
			and claims furnished under qualified no		
			claims statement		
			vii) 5% extra for additional overheads	50,664.00	
			on as executed value, in view of		
			continuous work in three shifts.		
			Claim2	2,09,821.00	
			Loss due to non payment for the work		
			done in sub-grade items of the crust of		
			the apronon account of variation in	54,320.00	
			thickness		Claim 3 Allowed
			i) The thickness of PCC sub-grade	96,291.00	interest @ 15% p.a
			measured is 210mm extra 10mm thick	To be worked	on the total amount
			RCC actually carried out	out	of award of
			ii) Similarly the thickness of RCC		Rs.21,01,703-26
			panels measured is 215 mm, extra 15 mm	To be worked	(Amounts for claims
			thick RCC panel actually carried	out	1.A(a) + 1.A(e)
			iii) Interest @ 24%p.a. compounded		from the date of
			quarterly on the amounts Rs.1,60,485/-		award till the dateof
			(i) from 1-05-2002 to 31-07-		payment.
			2003		Allowed costs of
			(ii) from 1-08-2003 to 5-02-2006		Rs.25,000/- to the
			(iii) from 6-02-2006 till dateof		claimant.
			realization.		Total
			Claim3		Rs.21,26,703-26+
			Interest @ 24% p.a. compounded	To be worked	Interest @ 15% on
			quarterly on award amounts till date of	out	Rs.21,01,703-26 +
			actual payment from the dates beyond	Total:	Release of
			assumed dates in the respective claims.	Rs.	FDR(Rs.1,50,000/-)
				1,01,23,809.7	along with accrued
				7	interest thereon.
			Claim4		
			Loss due to any expenditure on this		
			account till date of realization of relief.		
10		D . I Y .	All costs payable	10 151 1051	E 1: 10.00
10	Agt.	Retd.Judge	1. Refund of withheld amount from the	1.Rs.4,54,405/	For claims 1,2,&3
	No.59/SW/	Sri	bills of the contractunder dispute	-	Rs. 2,89,852-00

	BG/87dtd 09/11/1987 for the work TSR between Vikarabad and Chittigadda Agency: L.Sudharsh an Reddy.	R.Bayyapu Reddy, Sole Arbitrator, appointed by court pronounced the award on 12-10- 2001.	2. Refund of withheld amount from the bills of other contracts 3. Refund of Security Deposit 4. Interest on amount under Claim Nos.1 to 3 from the due dates @ 24% p.a. till date of actual payment.  5. Loss of business tumover @ 10% profit on capital amounts under claims 1 to 3	2.Rs.69.267/- 3.Rs.56.033/- 4.Rs.17,15,27 7-57  5.Rs.27.98,18 1-00 Total: Rs.50,93,163/-	4. 18% p.a. from 16- 05-89 till date of payment. Future interest @ 18% p.a. from the date of award till the dateof payment 5. NIL Total: Rs. 2,89,852/- + Int.
11	Agt No.3 3/W/BG/9 5/Open, dtd.6-11- 1995 for the work of "modemi zation of station Building at Bidar in VKB- PRLI section". — A ward pronounc ed by the Sole Arbitrator Shri M.R.Redd y, Retired District Sessions Judge — Judgment in O.P.No.1 150/2004 filed by Railways against the award. Contractor. Shri M. Vent Rao.	Shri M.R.Reddy , Retired District Sessions Judge Sole Arbitrator Award dated. 27-12-2003	1. Loss due to delay in releasing the final bill 3. Interest @ 24% p.a on claim amounts (item 1 & 2)	1. Rs. 4, 34,256-36 3. Rs.6,73,962- 00	1. Rs. 4,34,256-36 3. Rs. 3,36,981-00 Plus Future interest @ 6% p.a from 27-12-2003 till the date of payment
12	Agt. No.48/Ce	Award pronounced	Losses sustained due to forfeiture of advances paid to material suppliers.	1. Rs.1,01,000/-	1. Rs,51,000/- Set Aside
	ntral/MG/ HYD dated	by the Sole Arbitrator Sri M.	2. Losses sustained due to forfeiture of advances paid to fabrication and erection labor payment	2. Rs.47,400/-	2. Rs.17,400/-
	13/12/198 5. Proposed	Markandey a, Retired District &	Hike in rates for executing SSR items     Hike inthe rates due to delay	3. Rs.42,181/-	3. Rs.21,300/- Set Aside 4. Rejected.

		I	T	T	
	mono rail	Sessions		4. Rs.7,482/-	Dismissed the claim
	gantry for	Judgeon	5. For fixing holding down bolts		5. Rs.7,000/-
	50-9"	15/12/1995	6. Extra overhead charges and	5. Rs.7,000/-	6. Rs.22,500/-
	span in		establishment	6. Rs.70,200/-	Set Aside
	Flash butt				7. Rs.46,935/-
	welding		7. Loss ofprofit	7. Rs.46,935/-	Rs. 19,000/-
	plant at				8. Rejected.
	MLY-		8. Interest on delayed payment of final	8. Rs.16,540/-	Dismissed the claim.
	Agency:		bill		9. Interest @ 18%p.a
	M/s			9. To be	on awarded claims 1
	Ramakrish		9. Interest @ 24% on the amounts	worked out.	to 3 and 5 to 7 from
	na		payable		7/6/90 till date of
	Constructio				decree or realization
	ns,				whichever is earlier.
	Hyderabad.				12% from 7-6-1990
					till date of decree and
					there after 6% till
					realization.
					10. Rejected.
				10.	Dismissed the claim.
				Rs.10,000/-	* Award amounts
			10. Costs		Modified by court
					are shown in Bold.
13	AgtNoE	Award	1. Payment offinal bill	1.	1.
	WS/WKS/	pronounced	2. Additional expenditure incurred for	Rs.50,58,188-	(1) fabrication of
	AGT/02/90	by the Sole	carrying out the work during the night	80	work done in respect
	2, dtd5-02-	Arbitrator	time	2.	of the work entrusted
	90 for the	Justiœ	3. Refund of Security Deposit recovered	Rs.12,45,105-	under first contract
	work of	P.L.N.Shar	from the running bills of the claimant	00	Rs. 1,58,600-00
	"Fabricatio	ma(Rtd.) on	4. Utilizing the Stanchion Rakes by the		(2) Additional work
	nofsteel	09-08-	Railway for transporting the welded	3. Rs.48,068-	done by claimant
	structures	2007.	Rail panels all overthe Railways	00	which was entrusted
	with		without making due payment @ Rs 9/-		to him
	Railways		per MTKM	4.	Rs.33,67,860-76
	steel		5. Utilization of Chute Systems for	Rs.76,19,25,3	2. Rs.7,37,387-84
	including		unloading welded panels all over the	12-70	3. Rs.48,068-00
	loading,		Railway without making the due		4. Rejected
	leading,		payment @ Rs.9/-per RM		5. Rejected
	unloading		6. Loss of profit on Business Tumover	5.	6. Rejected
	& erecting		@ 10% establishment and overheads	Rs.3,25,14,30	7. Interest @ 12%
	at		7. Payment of interest for the delayed	0-00	p.a. fro m15-05-1991
	FBWP/ML		payment on Claim No.1 to 5 & 6 from		till the date of
	Y"-		the date of completion of work unto date	6.	realization on
	Agency:		of payment @ 24% p.a. i.e. from 15-01-	Rs.1,19,55,04	Rs.43,11,916-60
	Shri K.		1991 to 10-11-2004	7-47	8. Rejected
	Niranjan		8. For breach of contract committed by	7.	9. Rejected
	Rao		the respondents for which the claimant	Rs.264,70,86,	Total:
	Value:		was compelled to approach the court of	999-00	Rs.
	Rs.6,50,8 <i>5</i> 0/		law as such towards the legal expenses		43,11,916-60
	Revised to		incurred by the claimant		+ Interest @ 12%
	Rs.30,54,683		9. Damages towards the loss of	8.	p.a. fro m15-05-91
			opportunity, severe mental agony and	Rs.2,00,000-	
			damages to health and harassment	00	
				9.	
				Rs.6,00,000-	
				00	
				Total: Rs.	
				346,06,33,020	

				-97	
14	AgtNo4	Award	1. Loss due to advance amounts	1. Rs. 25,000/-	1. Rs.25,000/-
	5/DEN/M	pronounced	forfeited by the labor setup and material		
	G/HYB,	by the Sole	supplies due to delay in handing over		
	dtd 23-	Arbitrator,	the site for work	2. Rs. 30,000/-	2. Rs.30,000/-
	01-87, for	Shri	2. Loss due to addl. Expenditure on		
	the work	K.Pumayy	advance amounts paid towards fresh		
	of	a, Retd.,	arrangements made due to held up for		
	"Construc	Judgeof	non supply of cement and steel etc.	3. Rs. 40,000/-	3. NIL
	tion of	A.P.High	3. Loss due to addl. Expenditure		
	type-V	Courton 2-	incurred towards price variation on		
	Qtrs 1	05-04 and	materials, labor set up due to dragging	4 D 10 (25)	4 D 10 (25)
	unit for IRISET	the	on execution beyond the original	4. Rs. 10,625/-	4. Rs. 10,625/-
	staff at	judgment dated. 02-	contract period. 4. Loss due to penalty amount recovered	5. (i) Rs. 4,08,266/-	5 (i) 1,89,984/- + future Int. @ 18%
	SC area"	01-2007	5. (i). Interest payable @ 24% p.a. on all	4,08,200/-	p.a. fro m1-05-2004
	Contractor:	delivered	claim amounts from 1-04-88 to 30-09-		till the date of
	Shri M.Venk	by City	02 and future interest from 1-10-02.	5 (ii) Rs.	payment.
	Rao.	Civil Court,	(ii) Compensation towards 10%	6,12,652/-	5 (ii) Rs. 422,188-
	Nao.	Hyderabad	legitimate earning slost on effected	0,12,032/-	6. (i) Rs. 27,000/-
		in O.P.No.	productivity value	6. (i) As fixed	6. (ii) Nil
		2127/2004,	6. (i) Arbitration cost &	by arbitrator	Total: Rs. 7,04,797/-
		filed by	0. (1) Atolitaton ws. &	(ii) Rs.	+ Int.
		Railways	(ii) Advocate fees	20,000/-	
		against the	(11) The vocate locs	Total: Rs.	
		award.		11,46,543/-+	
		a // ar ar		Int.	
15	Agt.	Sri	1. Non payment of final bill amount	1.	1. Rs.23,240-96
	No.SK/44	D.A.Subra	since 19 years.	Rs. 59.057/-	Seigniorage charges
	dated.	man yam,		With Interest	as prevailing at the
	31/01/84	Dy.		@ 24% p.a.	time of supplies tobe
	for the	CE/C/GTL		from 1986till	deducted from this
	work	Presiding	2. Non-payment of security deposit	date of	amount and to be
	"supply &	Arbitrator	held illegally by Railway	payment.	remitted to concerned
	leading of	Sri K.		2.	department of
	ballast	Nagendra		Rs. 41,380/-	Government of A.P.
	into Track	Prasad, Dy.		With Interest	2. Release of
	between	CEE/CN/T	3.Loss due to illegal Retention of Final	@ 24% p.a.	Security Deposit
	Raghunat	RD/RU	Bill resulting engagement of Part-time	from 1986till	which is available in
	hap ally	now	Supervisor.	date of	the form of SDR
	and Jangaon	Sr.DEE/TR D/BZA,	4. Loss ofprofit on account of non-	payment.	3. Rs.5,000-00 4. NIL
	stations."		<u> </u>		5. NIL
	Stations." Agency:	Joint Arbitrator	execution of further contract works due to illegal retention of Final Bill and	Rs. 52,000/- Plus further	J. NIL
	M/s. Ramakr		Security deposit.	amount of	6. NIL
	Construction	Balasubram	5. Costs	expenditure.	Total: Rs. 28,240,96
	Hyderabad.	anyam Sr.	5. 5036	4.	(+) release of SDR( -
	11,0010000.	DFM/BZA	6. Cumulative Commercial Interest	Rs.19,60,000/-	) Seigniorage
		Joint	payable in all claimamounts from 1986	7 7	charges
		Arbitrator Award	till date of payment.		onargus
		pronounced		5.	
		by the		Rs. 25,000/-	
		Tribunal on		6. To be	
		02/11/2007		assessed.	
				Total: Rs.	
				21,37,437/-+	
				Interest	
16	Agt.No.		Claim No.1: Loss due to inordinate		
	89/DEN/Cen		delay in making final payment and		
	YB, dt. 30-3	Award	repayment of security deposit.		
	for the work	pronounced	The final payment Rs. 1,50,861 was		1

Modification	by Sri B.	received by us by cheque dated	<u> </u>	1
Modification carried outin	Rama	29.3.2005 instead ifRs.1,55,&25 as per		
COS/M&E/I	Mohana	the final bill signedby us 9.11.2004		
Depot.	Reddy, Sr.	besides payment for work done in		
Agency: M/s	DEN/South	bailing ofwater and excavation in hard		
Lakshmi Cha	/SC, the	work not covered for payment.	i)Rs. 4,964.00	i)N <b>I</b> L
&Co.HYD.	Sole	i)The difference in balance account in		·
Agt. value:	Arbitrator	final i.e. Rs: $(1,55,825 - 1,50,861) =$		
Rs. 11,04,86	on 12-11-	4,964 payable. Hence amount payable.	ii)Nil	ii)NIL
	07	ii) The repayment of security deposit		
		fell due by 1.1.2004 which we received	iii)Rs.	
		on 14.9.2005 and hence claimunder this	30,000.00	iii)N <b>I</b> L
		is		
		iii) Payment for the bailing out of water,		
		wet excavation, bailing out ofwater	: \P 12 000 0	. /////
		before laying concrete in column	iv)Rs.12,000.0	iv)NIL
		footings and raft below it etc.	0	
		iv) Excavation in hard rock met with in column foundations not covered for		··/NIII
		payment and expenditure incurred to be	v)Rs.45,761.0	v)NIL
		compensated.	0	
		v) Since the due amounts as above	· ·	
		unduly ddayed intent payable as		
		detailed below		
		Interest at 24% P.A. from 1.92003 till		vi)NIL
		date of actual Realization.		/
		Interest at 24 % P.A from 1-1-2004 to	vi)Rs.1,40518	
		13-9-2005 on security deposit amount.	.00	
		vi) Compensation for the profit loss at		vii)
		10% P.A. on turno ver value Rs: (4 x		
		2,60,568) from 1-9-2004 till date of		
		actual realization.	vii)	
		vii) Compensation of additional		
		expenditure incurred on idle period		
		payments from 12-4-2001 (15 days after		
		the order) to 11-8-2001 i.e. for 122 days		
		on account of unfulfilled obligations and		
		fundamental breach of contract on the		۵)
		past of the administration which caused		a)
		initial delay, delay in issuing drawing for execution etc.		Rs.56,070.00
		Expenditure incurred on idle period	a)	
		payment:-	Rs.76,860.00	
		puj manu	15.70,000.00	
		a) to the labor set up fixed for		b)
		excavation, laying foundation concrete		
]		etc., consisting 18 mazdoors at daily		
		wages Rs.70 per day each Halfthe	b)	
		wages paid to 18 mazdoors for 122		Rs.12,460.00
]		days: 18 * 122 * 1/2 * 70 =		D 12 160 00
				Rs.12,460.00
]		b) to the labor set up for formwork	Rs. 17,080.00	
		consisted of 2 skilled and 4 unskilled		1 .
		workers at Rs: 140 and Rs: 70 per days	Rs. 17,080.00	c)
		each respectively Half the wages paid for 122 days:		
		2*122*1/2* 140 =	(a)	
		2*122*1/2* 140 = Half the wages paid for 122 days:	c)	Rs.24,920.00
		4*122*1/2* 70 =		13.27,720.00
		. 122 112 70 -		Rs.12,460.00
		c) to the bar benders 4 at Rs: 140 per	Rs.34,160.00	1.0.12,100.00
		day each and 4 helpers at Rs.70 per day		d)

T	1			
		each for 122 days:	Rs.17,08000	
		Halfthe wages paidto barbenders:	<i>D</i>	
		4*122*1/2*140=	d)	D 12 40000
		Halfthe wages paidto helpers: 4 *122*1/2*70=		Rs.12,460.00
		· 1 22 · 1 / 2 · / U=		Rs. 6,230.00
		d) to the labor set up 2 masons and 2	Rs.17,080.00	18.0,230.00
		helpers at Rs: 140 and Rs: 70 per day	13.17,000.00	e)
		each respectively for 122 days:	Rs. 8,540.00	
		Halfthe wages paidto masons:	-2. 0,0.000	Rs.89,000.00
		2*122*1/2*140=	e)	, , , , , , , , , ,
		Halfthe wages paidto helpers:	•	f)
		2*122*1/2*70 =	Rs.1.22.000.0	Ŕs.13,350.00
			0	
		e) for steel shuttering, probes, centering		g)
		material, scaffolding etc., at Rs.1,000	f)	Rs.12,460.00
		per day for 122 days : 122 * 1000	Rs: 18,300.00	
				h)
		f) to the working supervisor technical at	g)	D 44-50 00
		Rs: 150 per day for 122 days:	Rs: 17,080.00	Rs. 4,450.00
		1*122*150	1)	.,
		a) to the watch man 2 of D-170 1	h)	i)
		g) to the watchmen 2 at Rs: 70 per day each for 122 days: 2*122*70	Po 6 100 00	NIL
		Cach 101 122 days: Z"12Z" /U	Rs. 6,100.00	MIL
		h) to the supplier of 1 concrete mixer,	i)	
		measuring boxes etc. at Rs: 50 per day	1)	
		for 122 days: 1*122*50 =	Rs. 27,200.00	
			,=	
		i) The cost of cement in 200 bags		
		clodded and not used for Work at		
		Rs.136 per each bag 200 *136		
		Claim No.:2 Loss due to prolonged		
		execution from 28-12-2001 to 30-06-		
		2003		') D 20172 00
		Since the drawing for execution were		i) Rs.30,172.00
		issued in piece meal from 9-10-2001 for foundation works and others issued on		
				:::\
		3—11-2001, 31-12-2001 and till May 2002 the execution prolonged causing	i)Rs:	ii) NIL
		looses towards profit on contract value	93,914.00	1111
		Rs: 11,04,867 despite out readiness to	75,717.00	
		complete the whole work well within		
		the stipulated period and make our	ii)	
		legitimate earnings.	Rs. 79.096.00	
		i) Loss of profit deprived and to be		
		compensated: 110486*85/100*10/100=		
		93,914		
		ii) The execution was programmed by		
		us for monthly turnover value Rs.		
		1104867 * 85/100 * 1/9 = 1,04,369.		3)
		Since the contract work Prolonged for		Rs.90,000.00
		18months beyond the original period of		
		9 months. The value as executed is Rs:		
		12792003 against the programmed value Rs: (18*104349) = 1878282	3)	
		depriving us legitimate earnings on	3) Rs: 93,914.00	
		[1878282 * 10/100)] = 7,90,959.	10. 75,7 17.00	
		Amount of profit deprived and to be		
		compensated: 790959 * 10/100 =		4) Rs.80,000.00
		10/100 -		., 10.00,000.00

17	Arbitration of Claims/disputes arising out of Agreement No. 40/W/BG/88 Dt. 11/8/88 for the work of "Supply & Stacking of ballast along side the track" Agency: M/s Ramakrishna Construction.	Arbitral award proncunced by Sri Pradip Kumar, Dy.CE/TP on 28th August,200 7	Claim No.3: Loss due to expenditure incurred on over heads and establishments during the 18 months prolonged execution.  The additional expenditure is incurred on over heads and establishment during the prolonged executed which amounts to 5% on the tumover value Rs; 18, 78,228.  Hence amount to be compensated: 18,78,228*5/100  Claim No.4: Loss due to expenditure incurred to attend offices for follow up action to get the contract finalized.  The additional expenditure at Rs: 10,000 per month incurred from July 2003 to Oct 2004 to be compensated: 16*10,000  Claim No. 5: Arbitration cost charged to be compensated.  i) Arbitration fee  ii) Expenditure council fee iii)  Claim No.6: Interest payable on award amount from the date of award to date of actual realization.  1. Illegal with holding of final bill.  2. Non payment of SD.  3. Illegal retention of final bill resulting engagement of part time supervisor.  4. Loss on account of non execution of further contract works due to illegal withholding of final bill and SD amounts.  5. Cumulative interest payable on all claim amounts till date of payment.	4)Rs: 1,60,000,00  i)Rs.1,50000  i)Rs.15,000.0  To be quantified  1.Rs.9,505/-+ Int. 2.Rs.31,620/- +Int. 3.Rs.18,000/- +further expenditure 4.Rs.7,00,000/ -+further expenditure 5.To be worked out. Total: Rs. 7,59,125/-+ Interest.	i)Rs.1,500,00 ii) Rs.10,000,00 18% from the date of award till the date of payment, if award is not paid within 60 days from the date of award. Total: Rs.4,67,992/-(+ Interest @ 18% p.a. fro mthe date of award if not paid within 60 days)  1. Rs.9,699 (gross) 2. Rs.31,620 3. Rs.28,000 4. Rs.2,40,000  5.Rs.65,134 Total: Rs.3,74,453 + future interest @ 15%
18	Agreement No.22/S/B ZA for the work of "New High Level Platform No.4 with PF fencing	Arbitration Award pronounced by Arbitral Tribunal consisting of Sri P. N. Ram, Ex.CE/C/I	1. Payment of final bill 2. Refund of Security Deposit 3. Loss of advances paid to labor & material 4. Loss due to delay idling of labor & machinery 5. Loss due to delay in on account payment  6. Loss due to delay in making final	1. Rs.1,30,000/- 2. As recovered 3. Rs. 12,00,000/- 4. Rs. 4,00,000/-	1.Nil 2.Rs. 1,48,241/- 3.Nil 4. Rs.1,00,000/- 5.Rs.30,937/- 6.Rs.5,405/-
	wall and water taps at Nellore."	V, Sri S. Shan <b>t</b> hi Raju,Dy.	6. Loss due to delay in making final payment till the date of payment @ 24% per annummonthly rest	5. To be worked out 6. To be	7.Nil

				T	1 -
	Agency: Sri Chinna Redd	FA/S&W/S C	7. Extra rates for steel etc. @ Rs.1,000 per quintal	worked out	8.
	Nellore.	and Sri C.	8. Additional items executed but not	7. To be	1. Nil
	renore.	R. Kalsi,	included in variation:	worked out	2.Rs. 28,124/-
		Retd.GM.	Item No.1: E/Work, moorum& Bed	8. Rs.	3.Rs. 20,000/-
		Ketu. GM.	concrete	5,00,000/-	4.Nil
				3,00,000/-	
			Item No.2: Masonry work	1	5.Nil 6.Nil
			Item No.3: Different sizes of pipes		
			Item No.4: Masonry in dismantled PF	2	7.Rs.84,000/
			Wall	3	8.Nil
			Item No.5: Steel items	4	9.Rs.5,940/-
			Item No.6: Increased price ofsteel Item No.7: Name Board	5 6	9.Nil
			Item No.8: Seigniorage charges	7	10.
			Item No.9: Recovery of empty cement bags	8 9	
			9. Loss oftumover and profit @ 20% of	9. Rs.	
			agreement value	14,85,000/-	Rs.6,750/-
				14,63,000/-	,
			10. Loss of turnover and profit @	10	11.Ni1
			Rs.20,000'- per month for 9 months	10.	12 NE1
			Head Office @ Rs.15,000/- per month	Rs.1,80,000/-	12.Ni1
			for 20 months	Rs.3,00,000/-	
			Total:	Rs. 4,80,000/-	13.Ni1
			11. Legal expenses and costs of	11. To be	14.Nil
			arbitration	worked out	
			ano in auton	12.	15.Ni1
			12. Additional expenditure due to	Rs.13,20,000/-	Total:
			execution of work day & night due to	12.12,20,000	Rs.
			urgency of inauguration and escalation		4,29,397/-
			13. Compensation for mental agony	13. Rs.	+ 10% future interest
					- 10 /0 intuit lillelest
			14. Compensation for loss of reputation	5,00,000/-	
			and good will 15. Interest @ 24% fro m April, 2005 till	14. Rs.5,00,000/-	
			date of payment		
				15. To be	
				worked out	
				Total: Rs.	
				65,15,000/-+	
				Interest.	
19	Agt.	Award	1. Losses sustained due to forfeiture of	1.Rs.2,40,000	Amount modified
'	No.53/Cent	pronounced	advances paid to material suppliers and	1.110.2, 10,000	and awarded as per
	/MG/	by the Sole	also purchase of steel at higher rates due		common order dated
	HYD Dated	Arbitrator			
	15/1/1986	Arbitrator Sri	to delay in handing over the site	2 Po 1 00 000	02/6/2007 of Court and to be paid.
			2.Losses sustained due to forfeiture of	2.Rs.1,00,000	1
	for the work	V.V.Raman	advances paid to fabrication and		1.
	"proposed	adham	erection labor payment	2 D - 10 000	Rs.1,90,000
	mono rail gar	Retd.	3.Losses sustained by the claimant due	3.Rs.10,998	2.Rs.60,000
	for 97" – 6":	District &	to hike in prices for materials and labor		3.Set aside
	in Flash Butt	Sessions	on account of delayin handing over the		4.70.000
	welding plan	Judge-	site by Ralway for executing SSR		4.Rs.8,600
	Moula	Common	items	4.Rs.25,714	5.Rs.10,000
	Ali. –	order	4.P ay ment to wards wastage of steel	5.Rs.11,000	
	Agency:	pronounced	5.P ayment towards additional work		6 Do 2 000
	M/s	by the court	done for fixing of holding down bolts of		6. Rs.3,000
	Ramakrish	in OP	1.2 M long cement concrete foundations	6.Rs.5,200	
	na	No.5/96 &	6.Drilling of holes 25 mm diain		7. Rs.9,000
	Constructio	11/98 filed	foundation concretework	7.Rs.64,200	8.Rs.24,750
	ns,	by	7.Extra overhead charges and	8.Rs.39,600	
	Hyderabad.	Railways	establishment		10. Rs.10,000
		and OP	8.Intereston delayed payment of final	10.Rs.10,000	
		No.1/98	bill amount of Rs.330 lakhs		9.15% p.a from the
		•			

		filed by contractor before 3rd Sr. Civil Judge, City Civil court, Secunderab ad.	10.Costs  9.Intereston total amount payable at 24% p.a	9.To be worked out Total: Rs.5,06,712/-	date offling of OP No. 85/1990 till the date of decree i.e., 02/06/2007 and at 9% thereafter till date of realization Total: Rs.3,15,350/+Interest
20	Renigunta  Nandalur section TSR between Urampad u and Rajampet a with PSC including deep screening and transporti ng Materials to PWI depot at Rajampet a. Agt.No. No.352/G TL/87 dated 13/10/198 7 Agt. Value: Rs.2,38,9 92/- Agency: Sri S. Subba Rao	Sri B.Nageswa ra Rao, then Dy.CE/C/C entral Sole Arbitrator Award dt. 20.05.1998. The award was contested in to by railway vide OP No. 1/2001 and contractor filed OS No. 122/99. In a common judgment Railway's OP was dismissed on 10-9- 2007 By the court.	1. Final bill for item3 2. Interest at 24% p.a pm CC bill amount of Rs.1,61,000 from3 1/3/88 to till date of payment i.e., January, 92 3. Interest at 24% p.a on final bill amount of Rs.77,000 from 31/8/88 till date of payment	1. Rs.77,000/- 2. Amountnot specified 3. Amountnot specified Total: Rs. 77,000/-+ interest.	1. Rs.61,600/- 2. Rs.66,323/-  3. Rs.83,002/- Total Rs2,10,925- 82/- plus Interest @ 12% p a from the date of award i.e., 20/5/98 till date of decree i.e., 10th September, 2007 on the amount awarded on the final bill (Rs.61,600/-) and 9% p.a. thereafter till realization.
21	In the matter arbitration of claims/disput arising out of Agt Nos  1. Agt. No.1 5/W/ BG/9 2, dtd.6- 05- 92, A.A No.3 6/200	proncunced by the Sole	1. AgtNo.15/W/BG/92, dtd.6-05-92  01.  Loss due to delay in finalizing the contract and refund of SD  a) Final bill amount b) Security Deposit to be refunded c) & d) Interest @ 24% p.a for the period from 1/1/98 to 30-09-02. e) Furtherinterest @ 24% p.a.  02.  Compensation for loss of legitimate earnings. Further legitimate earnings from 1-10-2002 till the date of actual	1. Agt No.15 <i>M</i> /BG/92, dtd.6-05-92 01.  a) Rs. 1,25,544/-b) Rs.54,456/-c) & d) Rs.2,05,200/-e) To be calculated	1. Agt No15/W/BG/92, dtd6-05-92 01.  a) Rs.1,25,544/-b)Rs.13,520/-c) & d) Rs.1,58,533/-(Interest @ 18% p.a from 1/1/98 to date of award) + future interest 02. Rs. 3,52,595/-

1			T	1
2- for	in	date of payment.	Rs.2,70,000/-	03. Rs.17,000/-
the	O.P.No.212	03.		
work	6/2004,212	Arbitration cost &		
of VKB	8/2004 & 872/05 filed	Advocate fee.	03.	
VKB	by	Auvocate iee.	As fixed by	2.
- PRLI	Railways	2. Agt No.17/W/BG/86, dtd.13-08-86.	arbitrator	2. AgtNo17/W/BG/86,
sectio	against the	2.715t110.17/11/DG 00, dtd.15-00-00.	Rs.20,000/-	dtd.13-08-86
n	awards.		12.23,000	01.
propo		01. Loss due to delay in finalizing the	2.	
sed		contract and refund of SD	Agt No.17W/	a)
repair		a) Final bill amount	BG/86,	Rs. 30,000/-
s to			dtd.13-08-86	b)
cess		b) Security Deposit to be refunded	01.	Rs. 20,483/-
&		0.1)1.4.4.0.24.7.3.3.3		c), d) &
wide		c) & d) Interest @ 24% p.a for the	a)	e)Rs.1,39,333/-
ning		period from 1/1/89 to 30-09-02.	Rs. 30,000/-	(Interest @ 18% p.a
of bank		e) Furtherinterest @ 24% p.a.	b) Rs. 20,483/-	from 1/1/89 to date of award) + future
bank bet.			Rs. 20,483/- c) & d)	interest
Km.1			Rs.1,66,594/-	02.
72-		02.	e)	Rs. 3,09,629/-
185		Compensation for loss of legitimate	To be	
Agt. value		earnings. Further legitimate earnings	calculated	
Rs. 9,39,120		from 1-10-2002 till the date of actual		03.
2. Agt.		date of payment.		Rs. 13,000/-
No.1		03.	02.	
7/W/		Arbitration cost &	Rs. 2,77,656/-	
BG/8		A division to face		3. Agt No.18/W/
6, dtd.1		Advocate fee	03.	BG/86, dtd.28- 08-86
3-08-		3. Agt No.18/W/BG/86, dtd.28-08-86	As fixed by	08-86
3-08- 86,			arbitrator	01.
A.A			Rs.20,000/-	
No.3		01.	3.	a) Rs. 60,000/-
5/200		Loss due to delay in finalizing the	Agt No.18W/	b) Rs. 19,428/-
2- for		contract and refund of SD	BG/86,	C),d) & e)
the		a) Final bill amount	dtd 28-08-86	Rs.2,19222/-
work		b) Security Deposit to be refunded		(Interest @ 18% p.a
of		C) & d) Interest @ 24% p.a for the	01.	from 1/1/89 to date
VKB		period from 1/1/89 to 30-09-02.		of award) + future
-		e) Furtherinterest @ 24% p.a.	-) P - (0 000/	interest
PRLI sectio			a) Rs. 60,000/- b) Rs.	02. Rs. 4,87,158/-
n			19,428/-	No. 7,0 /,13 0/ -
propo		02.	C) & d)	
sed		Compensation for loss of legitimate	Rs. 2,61,113/-	03.
repair		earnings. Further legitimate earnings	e) To be	Rs.20,000/-
s to		from 1-10-2002 till the date of actual	calculated	
narro		date of payment.		
w		03.		
banks		Arbitration cost &		
bet.			02.	
Km.2		Advocate fee	Rs. 4,36,853/-	
60/10				
to 261/8			03.	
Agt. value			As fixed by	
Rs.2,59,660/			arbitrator	
3.			Rs.20,000/-	
Agt No.18/W			12.23,000	
86, dtd.28-08				

			T	ı	
	A.A No.342 for the work VKB-PRLIs proposed rep narrow bank Km.260/8 to Agt. value Rs.2,48,559/ Contractor: Shri M.Venk Rao.				
22	Donakonda Dronachala mstations – prop. Provision of guard rails on long RCC slab PSC Girder Bridge no. 345 between CBM-SDV stations Bogada Tunnel between JMT – CMZ stations Chelama tunnel. Agt. No. 28/SrDEN/C 5	Sri M. Ranadheer Reddy Dy. CE/C/ GC/TPTY Sole Arbitrator Award dt. 17/01/2008.	1 Final Bill a) Total quantity of rails transported 58,500 MTKMs b) Amount paid earlier for a quantity of 22,500 MTKMs c) Balance quantity to eb paid ar Rs. 2/- per MTKM for 36,000 MTKM = Rs. 72,000/- 2. Security Deposit 3. Loss of advance for purchase of MS plate 4. Idling of a) Labour i) from 5-11-04 to 15-12-04=41 days SKILLED - 5 No.s @ Rs.120/- per day each= 5X12X41 = Rs. 24,600/- ii) from 12-1-05 to 13-2-05 = 33 days Unskilled 15 No.s @ 100/- per day each= 15X100x33 = Rs.49,500/- iii) From 3-7-05 to 7-7-05 = 5 days unskilled 25 No.s @ Rs. 100 per day each= 25X100X5 = Rs.12,500/- b) Machinery	1.Rs. 78,000/- (Approx.)  2. Rs.1,15,600/- 3. Rs.4,50,000/- 4. a) Rs. 86,600/-	1. A Qty. of 4435 is considered at Rs.2/per MTKM an amount of Rs.8870/is awarded.  2. Rs.1,15,600/-3. Nil 4. Total Rs.16,100
	Dt. 04/3/200: Agt. Value: Rs. 21,63,55: Contractor: Sri T. Seeta Ramaiah, Hyderaba d.		i) Compressors – 1 No. @ Rs.1500 per day = 1X1500X41 days = Rs. 61,500/- = 1X1500X33 days = Rs. 49,500/- = 1X1500X 5 days = Rs. 7,500/- ii) Tractor – 1 No. @ Rs.1200/- per day = 1X1200X41 days = Rs. 49,200/- = 1X1200X33 days = Rs. 39,600/- iii) Trailor – 2 Nos. @ Rs.1500/- per day From 3-7-05 to 7-7-05 = 5 days = 2X1500X5 days = Rs. 15,000/- 5 Idling of supervisor Supervisor 1 No. @ Rs. 4500/- per month = 1X4500X41/30 = Rs.6150/- = 1X4500X33/30 = Rs.4950/- 6. Over heads 8. Interest @ 24% on the itemNo.3 above for an amount of Rs. 450,000/- paid for steel on 3-10-2004 till the date of payment 9. Interest 218% p.a. from 109-2005 till	b) Rs. 2,22,300/-  5.  Rs. 11,100/- 6. Rs.10,000/- 8.To be worked out.  9. To be worked	5.Total Rs.1,650/-  6. Nil 8. Nil 9. Nil Grand Total: Rs.1,42,220/-

			the date of payment on item No.s 1,2,4,5 &6	out.	
23	TPTY-Prov of washable on Road N Agt. No 56/MG/GTL dtd 30/07, Agt. Valu	award proncunced by Sri Ch. Suranjan Reddy,	Refund of EMD withheld illegally.     Advances paid to labour     Advances paid for steel and cement      Overhead expenditure for 4 months of original completion period (Rs.	1. Rs.93,510/- 2. Rs. 2,00,000/- 3.Rs.5,00,000/ -Revised to Rs.2,50,000/- 4.	1. Rs.93,510/- 2.Rs.50,000/- 3.NIL 4. Rs.30,000/-
	Rs. 17,20,0 Agency: M/ Engg. Contr Tirupath	OHE/SC. on 14-12- 2007	1,72,007/-) and @ Rs. 5,000/-p.m. from June 2003to till date. 5. Legal Expenses 6. Counter claim by railway	5. Rs. 10,000/- 6. Rs. 50,000/-	5. Rs.10,000/- 6.NIL Total: Rs.1,83,510/- + Interest @ 18% on Rs.93,510/- from 18- 03-05 till date of payment.

## 3.1.9 ARBITRATION AWARDS OF 2006 – 2007

PCE/Open Line/SC						
Sl. No.	Brief Description of contract and its value	POINTS FOR ARBITRATION		Award amount		
		Brief Description of the claim	Claim amount			

1	TPTY -	ClaimNo.1	1.	1.
	Proposed Extension Of	Idling of labour for various periods a) Period from 24-09-02 to 30-11-02-	A)Rs.1, 18,773-00	a)NIL
	Structural FOB On Northem Side	68 days b) Period from 01-01-03 to 31-03-03 - 3 months	B)Rs.1, 24,800-00	b)NIL
	Connecting TTD Choultry	c) Period from 25-07-08 to 27-08-03 - 34 days	C)Rs. 29,467-00	c)NIL
	And Reservation	d) Period from 20-10-02 to 30-11-02 -42 days	D)Rs. 95,167-00	d)NIL
	Complex. AgtNo33/MG/ GTL/2003,Dtd	ClaimNo.2 Loss of advance on machineries ClaimNo.3	2.Rs.2,62,000-00	2NIL
	13-02-03 Rs.	Loss of advance on labour Claim No.4	3.Rs.50,000-00	3.NIL
	23,521,617/- Agency: Sri D.	Refund of EMD Claim No.5	4.Rs.21,000-00	4.Rs.21,000/-
	Ashfok Ahmed	Breach of contract @ 10% on the value of the agreement Claim No.6	5.2, 35,16100	5.NIL
		Legal expenses ClaimNo.7	6.Rs.20,000-00	6.NIL
		Interest on item No. 1 to 4 @ 24% p.a.	7.To Be Worked Out Total:	7.NIL Total: Rs. 21,000/-
			Rs. 9,56,468/- + Int.	
2	Supply and stacking of 50mm gauge stone ballast at	ClaimNo.1 Final Bill settlement and release of all amounts due, including Security Deposit. ClaimNo.2	1.Rs. 86,250/-	1. Rs.51,750/- Subject to furnishing MRCC by the claimant
	Surareddipalem Depot and loading the same into B.T.	Difference of rate payable for the work done beyond theoriginal due date, i.e., 25-2-93, at Rs.50/- per cum for 3183 cum. Claim No.3	2.Rs.1,59,150/-	2. NIL
	Agt No 25/S/B ZA/93, dtd.08- 06-93 Contractor: Shri	Compensation of salaries/wages paid to labour, vehicles, etc.,during the period of suspension of work for 4 months Claim No.4	3.Rs.5,64,000/-	3. NIL
	D.V.Narasaiah	Compensation for idling labour for one month in June-July, 1996. Claim No.5	4.Rs. 1,33 200/-	4. NIL
		Payment of 1800 cumof ballast pilfered at quarry at the revised rates. Claim No.6	5.Rs. 6,08,400/-	5. NIL
		Refund of penalty recovered initially Claim No.7 Reimbursement of extra expenditure incurred	6.Rs. 23,477/-	6. NIL
		on overheads and establishment beyond the originally stipulated date @ 10% of the value		
		of contract for 6 months Claim No.8	7.Rs.12,86,250/-	7. NIL

	Loss of business and profit @ 10% value of the contract in 6 months for the period from March, 1993 to March, 1997 (49 months). Claim No.9 Work done but not arranged payment Claim No.10 Interest @ 24% p.a. with monthly rests on the claimed amounts under Claims Nos.1 to 9 from 1-4-97 till the date of actual payment.	8.Rs. 12,86,250/- 9.Rs. 1,890/- 10. To Be Worked Out	8. NIL 9. NIL 10. NIL
		Total Rs. 41,48,8 <i>6</i> 7/- + Interest	Total Rs.51,750/- Subject to furnishing MRCC by the claimant
3 AgtNo20k, dtd.1-3-99 for the work of proposed deep screening of track between Km68/40 & Km.75/90 between SRMR-NLDA stations Contractor: Sri N. Ramakrishna	Payment for collection & stacking the balast from the toe and beyond from a distance of 3 to 5 metres on the track for boxing for a length of 3 kms  2 Leading the ballast to provide 300 mm cushion duly lifting the track for a distance ranging from 0.5 to 2 kms  3 Renewal oftrack at level crossing gates 2 nos and providing ramps to the revised level track level  4 Rectification of buckling of track and making up deficiency of ballast  5 Loss of tods,  6 Balance payment due for the actual length of deep screening work completed in 4 packings  7 Refund of penalty illegally recovered  8  a) Release of SD lying with Rlys in cash  b) EMD in the form of FDR taken as per SD  9 Idling of labour due to failure to provide caution order  10 Loss of advance left with labour engaged in completing the whole work  11 Increase in rates by 25% over agt.rates due to hike in prices in the prolonged period  12 Loss of profit during the original currency of contract at 10% of the value of contract  13 In fructuous overhead expenditure during the original currency of contract at 10% of the value of contract  14 Interest/compensation on the above amounts  @ 24% p.a with quarterly rests from the dates they have fallen due till the actual date of payment	1.Rs.1,50,000 2.Rs.Rs.2,40,000 3.Rs.25,000 4.Rs.56,000 5.Rs.6,500 6.Rs.87,730 7.Rs.30,150 8.A) Rs.21,570 B) Rs.13,500 10. Rs.1,40,000 11. Rs.1,05,000 12. To Be Worked Out 13. Rs.55,500 15. To Be Worked Out Total: Rs. 9,85,950/- + int.	1.Rs.75,000 2.Rs.1,50,000 3.Rs.20,000 4.Rs.2,800 5.Nil 6.Rs.80,820 7.Rs.30,150 8.a) Rs.21,570 b) Rs.13,500 9. Rs.1,40,000 10. NIL 11. NIL 12. NIL 13. Rs.20,000 14. 12% p.a simple interest from 01/8/99 to the date of payment on the awarded amounts under claims 1,2,3,4,67,9 &13 Total: Rs.5,53,840/+ 12% interest from 01/8/99 to the date of payment

4	SC Division – Military siding Complete track renewal works of yard lines. Agreement No.SK/30, dt.22-01-96 M/s Ramakrishna Constructions	W.148/G/ARB/DAA/A gt.33	1. Rs. 1.44,000-00  2. Rs. 88,000-00  3. Rs. 1,78,376-00  4. Rs. 1,19,932-00  5. Rs. 55,000-00  6. Rs. 1,10,000-00  7.	1. NIL  2. Rs.43,565.84P towards final bill amount and Rs.76,830-00 towards EMD and SD 3. NIL 4. NIL 5. NIL 6. NIL 7. NIL Total Rs.1,20,395-84
			To Be Worked Out Total: Rs. 6,95,308'-+ Int.	
5	Supply & stacking of Ballast along side the track between	W.148/B/ARB/NSR Agt 25	1. Rs.9, 281/+ht 2. Rs.58,680/-+ Int.	1. Rs.20,344/- 2.Along with
	Shankarapally and Gollaguda Agt No.		Rs.18,000/-	interest @ 12%
	42/W/BG/88dt. 12-8-88 M/s.		Rs.6,50,000/-	p.a. from
	Ramakrishna Constructions		5. To Be Worked Out. Total: Rs. 7,35,96 1/-	Oct.1990 till date of payment
				(interest accruing or the FDR in this period may be adjusted) 3. Rs.28,000/- 4. Rs.2,50,000/- 5. Nil Total: Rs.2,98,344/-+ Int.
6	Ramagundam- Improvements to watering	W.148/C/ARB/NRK/2	01.Rs.75,552/-	01.Rs.70,379/- along with Interest @
	arrangements Agt. No. 22/N/04, dtd.		Along With Interest @	12% from 15-06-2001 to 19-03-04 (33 months) * As accepted by Claim ant in his letter
	16-09-94 Shri M.Mohan Krishna		18% P.A.	dtd.10-07-06 02.Rs.92,203/- along with interest @ 12%
			From 1-05-95	from 15-12-01 to 19- 03-04 ( 28 months) i.e., 25,817/- 03.Rs.85,000/- 04. NIL

			Till Date Of	05.Rs.1,32,000/-
			Pay ment	06. NIL 07. NIL 08.As per Act Total:
			02.	Rs. 4,45,217/- + Interest
			Rs.92,203/-	
			Along With	
			Interest @	
			18% P.A.	
			From 01-05-	
			95 Till Date	
			Of Payment	
			03.Rs.1,00,000/-	
			04.Rs.1,19,703/-	
			05. Rs.2,83,070/-	
			06. Rs. 7,06,283/-	
			07. Rs. 7,06,283/- 08.To Be Worked Out	
			Total: Rs. 20,83,094/-+ Int.	
7	SC-KZJ Section  - Wangapally- Provision of common loop facilities,  Agt No 5/94- 95, dt 29-04-94.  Agency: Shri B.C. Reddy.	No.W.148/C/ARB/RK/SK-30	20,63,094/-+ Int.  1.Rs.1,95,000/- 2.Rs.2,30,000/- 3.Rs.35,000/- 4.Rs.30,000/- 5.Rs.4,000/- 6.Rs.71,824/- 7.Rs.50,000/- 8.Rs.3,500/- 9.To be worked out Total: Rs.6,19,324/- + Int.	1.Rs.19,500/- 2.Nil 3.Nil 4.Nil 5.Rs.4,000/- Release Of FDR For Rs.16,828/- Paid As EMD 6.Rs.71,824/- 7.Rs.25,000/- 8.Nil 9.Simple Interest At 14% P.A. On Claims 1,5 And 6 From August 1994 Till The Date Of Award And After 60 Days Of Award Till Payment Date. Total: Rs. 1,20,324/- + Int.

				+ release of FDR of Rs. 16,828/-
8	Secunderabad	ClaimNo.1	Claim No. 1	Claim No. 1
	Headquarters area proposed	Loss due to non-payment of:		
	computer	(i) Amounts towards final payment	(I) Rs.21,323-00	(i)Rs.21,322-00
	accommodatio n site	(ii) Repayment of Security Deposit	(Ii)Rs.29,744-00	(ii)Rs 48,962-00
	preparatory works Agt.No.9/Sr.D EN/Central/H	(iii) Interest @ 18% p.a. on the above amount of Rs.51,067/- from 1/1/96 till date actual realization	(Iii)Rs.85,027-00	(EMD ofRs.13,140/- + balance Security deposit of Rs.35,822/-)
	YB, dt 31-10- 95 Agency: M/s Shirdi Sai	(iv) Loss of profit @ 10% on Rs 51,067/- from 1/1/96 till date of actual realization Claim No.2	(Iv)Rs.1,90,946-00	(iii)Simple interest @ 12% p.a. from 1/2/97 to 16/03/06 on
	Baba Constructions, Hyderabad	Loss due to any other expenditure if incurred on this account	Claim No. 2	Rs.57,144/-(sum of items 1 & 2 above
	Tryderabaa	(i) Follow up expenditure etc		excluding interest accrued on the STDR No.0740694
		(ii) The arbitration fee to be compensated	(I)Rs.55,500-00	dtd25/9/95 for
		(iii) Expenditure in curred on Counsel	(Ii)Rs. 1,500-00	Rs.13,140/-). This is also subject to the
		Claim No.3	(Iii)Rs.15,000-00	condition that the
		Interest on all claim amounts payable till date of actual realization	Claim No. 3	balance SD of Rs.35,822/- is not
		or decidal realization	To Be Worked Out	converted into FDR.
			Total:	If converted into FDR no interest is
			Rs.3,99,040/-	payable on balance SD and interest is to
			+ Int.	be paid only on final bill valueof Rs.21,322/-
				(iv) NIL
				Claim No. 2
				(i) NIL
				(ii) NIL
				(iii) NIL
				Claim No. 3
				NIL
				Total Rs. 70,284/-+ Interest @ 12%
9	Agt. No.62/DEN/VB ZA, dt.04-10- 01 Vijayawada- Proposed reconstruction of RCC washable apron on platform No.1 for 540 Mts. Length,	01. Cost ofmaterials brought to site 02. Loss ofadvances paid to material suppliers 03. Loss ofadvances paid to labour 04. Actual cost of fabrication of rail supports, including cost of 10 mm plate procured 05. Loss due to idle establishment 06. Loss ofprofit on agreement value 07. Loss ofbusiness turnover on blocked capital @ 10% 08. Legal expenses tentatively taken as 10%	1.Rs.2,54,000/- 2.Rs.13,03,000/- 3.Rs.65,000/- 4.Rs.68,400/ 5.Rs.1,20,000/- 6.Rs.8,74,928/- 7.Rs.1,62,000/- 8.Rs.2,62,880/- 9.To be calculated 10. Not quantified 11.Rs.45,000/-	1.Rs.1,73,992/- 2.Rs.7,74,636/- 3.Rs.65,000/- 4.Rs.68,400/- 5.Rs.60,000/- 6.Rs.4,37,464/- 7.NIL 8.45,000/- 9.Interest@ 14% p.a. on the sum of awarded amounts on

	Claimant/	of claims	thro' affidavit	claims 1 to 8 from
	Contractor: M/s. Koorma Rao & Sons, Vijayawada.	09. Interest @ 24% p.a. on all the above claims from the date of termination (26-12-01) till the date of actual payment. 10. Non-liability to risk & cost due to illegal termination 11. Cost of arbitration, misc. expenditure, clerkage, etc.	Total Rs. 31,55,208/-+ Interest @ 24%	the date of termination (26-12-01) to the date of awardi.e., 13/4/2006 10.Not liable to risk and cost 11.This claim is covered under Claim No.8 also not separately referred. Total Rs.16,24,492/-and ninety two only) + Interest @ 14% p.a from 26-12-01 to 13-04-06
10	Agt No.14/SW/GTL/99, dtd 28-01-99 for the work of "Renigunta— Repairs to jumbo Rake siding" Agency: M/s Sainadh Company, Vijayawada.	1. Extra expenditure incurred in redoing the work four times 2. Extra lead and double handling 3. Loss of profit 4. Refund of security deposit 5. Refund of penalties 6. Loss of advances paid to various agencies for the purpose of the balance work of WBM Road 7. Loss of advances paid to the various agencies for B.T.Road work 8. Cost of arbitration and miscellaneous expenditure 9. Interest @ 24% p.a. on the above amounts	1.Rs.10,50,000-00 2.Rs.4,00,000-00 3.Rs.1,91,952-00 4.Rs.70,439-00 5.Rs.12,797-00 6.Rs.4,78,000-00 7.Rs.7,10,000-00 9.to be worked out Total: Rs. 29,33,188/- + Int.	1. NIL 2. NIL 3. 1,21,147-00 4. 70,439-00 5. 12,797-00 6. NIL 7. NIL 8. NIL Total Rs. 2,04,383/- With interest of 9% from the date of award till the date of realisation.
11	Agt No 3/99/D EN/I/BZA/99, dtd 3-02-99for the work of "Vijayawada – proposed RCC washable aprons for platforms Nos.3 & 4 for 450 metres length" Contractor: Shri K.Durga Prasad Rao,	1. Interest @ 24% p.a. compounded quarterly for the non payment of final bill amount of Rs.7, 18,765/- from 6-03-99 till10-11-01 2. Interest @ 24% p.a compounded quarterly for non payment of Security Deposit from 6-09-99 to 15-11-01 on Rs.3, 00,000/-3. Difference of a mount payable. Rate offered by the contractor and rate accepted by the department Rs.1 192/- per cum Rs.220/- per cum. Rs.972/- per cum. Quantity involved 492 cum. Hence amount to be paid=492x972 4. Interest on the amount against claim No.3 above (4,78,224/-) @ 24% p.a. compounded quarterly from 6-03-99 to November 2001. 5. Payment to be made for breach of contract @	1.Rs. 4,60,010-00 2.Rs. 1,56,000-00 3.Rs. 4,78,224-00 4.Rs. 3,05,663-00 5.Rs. 6,52,800-00 6.Rs. 6,43,017-00 7.Rs. 6,52,800-00 8.To be worked out Total: Rs. 33,48,514/- + Int.	1.Rs.2,33,309-00 2.Rs.40,250-00 3.Rs.4,78,224-00 4.Rs.1,55,290-00 5. NIL 6.Rs.1,40,000-00 7.Rs.2,25,211-83 8.Rs. 8,19,351-00 Total: Rs. 20,91,635-83 With interest @ 18% from the date of award i.e., 16-606 till date of payment as per A&C Act 1996.
		24% p.a compounded quarterly on Rs.10, 20,000/- from 6-03-1999 to November, 2001		

	Vijovovođe	6		
	Vij ay awada	6. Maintenance of over-heads @ 10% p.a. on the revised value of Agt.Rs.64,30,171/-7. Loss of business profits @ 10% p.a. of the amount of Rs.10, 20,000/- from 06-03-99 to November,2001 8. Interest @ 24% p.a compounded quarterly on the above items till the date of realisation of the amount		
12	Agt. No. SK/20/ 85, dated 26- 07-85 for the work of "Supply & stacking of 50mm hard durable stone ballast along side the track and dumping into track between Raigi r and Wangaqpalli" M/s. Ramakrishna Constructions	la.  Non payment of final bill amount lb.  Interest @ 24% p.a. from Jan 1987 till date of award (i.e. 11-07-06) 2a.  Refund of Security Deposit 2b.  Interest @ 24% p.a. from Jan 1987 till date of award (i.e. 11-07-06) 3a.  Loss due to non-finalisation of contract resulting engagement of part-time supervisor from December, 2003 toAugust, 2004 (9 months x Rs. 2000-) 3b.  Further expenditure beyond August, 2004 4.  Loss of profit on account of non- execution of further contract works due to illegal retention of due amount for the work done and security deposit from January, 1987 to 30-06-05. 5.  Illegal recovery seigniorage charges from the final bill 6.  Costs 7.  Cumulative commercial interest @ 24% p.a. on claims 1 to 6 from January, 1987 till date of Payment	1a Rs. 67,560-00 1b. Rs.2,99,966-00  2a Rs.45,495-00 2b. Rs. 2,01,998-00  3a Rs.18,000-00  4. Rs. 25,25,000-00  5. To be worked out  6. Rs.20,000-00 7. To be worked out Total: Rs. 31,84,019/-+ Interest	1a. Rs.67,560-00 1b. Rs.1,97,923-00 (@ 15% p.a.) 2a. Rs.45,495-00 2b. Rs.1,33,281-00 (@ 15% p.a.) 3a. Rs.9,000-00  3b. NIL  4. Rs.9,25,000-00 (@ 5% on Rs.10,00,000/-)  5. NIL  6. Rs. 10,000-00 7. NIL Total: Rs. 13,88,259.00 should be paid within 60 days from the date of award duly deducting seigniorage charges Rs.5583/, lest 15% interest p.a. on the award amount from d.o.a
13	Agt.No.25/N/	1. Using granite metal for reinforced	1.Rs.2,07,427/-	to d.o.p. 1.Nil
	02, dt.28-06-	concrete 1:2:4 – difference in payment	, - , , <b></b> ,,	

	00 C .1	C 4		1
	02 for the work of "Exte	of rate.		
		2. Non-dismantling of drinking water		
	nsion of	taps, pipes etc., by the department.		
	platform	1. Labour – 320/-	2 D 24 2604	0.3711
	shelter by	2. idle of organization – 23,940/-	2.Rs.24,260/-	2.Nil
	50mtrs on PF	3. Delay in arranging payments	3.Rs.32,732/-	3.Nil
	No.1 at PDPL	4.Interest on SD @ 24% p.a from 28-	4.To Be Worked	4.Nil
	in KZJ-BPQ	11-03 till date of payment.	Out	
	section."	5. Overheads.	5.Rs.1,06,336/-	5.Nil
	Sri G. Ellaial		Total: Rs.	
			3,70,755/-+	Total: NIL
			Interest	1 otal: 1 (IL
14	Agt.No.5/N/B	1.	1.	1.Rs.33,239-00 (FDR
	ZA/97,	Refund of Security Deposit	Rs. 33,239-00	to be released)
	dtd.27-01-99	2.	2.	2.
	for the work	Amount due for the work done supply of	Rs. 1,66,500-00`	Rs.24,975-00
	of "BZA-	moorum 900 cum XRs.185/-	, , , , , , , , , , , , , , , , , , , ,	
	VSKP	3.	3.	3
	section-	Loss of advances paid to skilled and	Rs.75,000-00	.Rs.17,432-00
	Br.No.191 Dn	general labour	213170,000 00	
	(exg.3X6.10m	4.	4.	4.
	girder) at	Loss of turnover @ 10% of the	Rs.10,85,928-00	vil
	Km.532/10-11	agreement value from 1-06-97 to 1-10-	Ns. 10,03,720-00	1111
	between	01		
	Badampudi	5.	5.	
	-			5.
	and Todomolli mydo	Overhead expenditure @ Rs.6,000/- per	Rs.3,12,000-00	Rs10,000-00
	Tadepalligude	month (Rs 6,000/- X52 months)		
	m stations –	6.	6.	6.Nil
	proposed	Interest on claim No.s 1 &2 @ 24% p.a.	To be worked out	
	replacement	with monthly rests from 1-06-97 to 1-		
	of exg.	10-01		- XXII
	Girders with	7.	7.	7.Nil
	precast PSC	Loss of profit @ 20% of the agreemental	Rs.21,71,856-00	
	slabs duly	value from 1-06-97 to 1-10-01		8.
	raising the	8.	8.	Rs.14,486-00
	track by	Interest @ 24% p.a. with monthly rests	To be worked out	13.14,400 00
	292mm over	from 18-10-01 to the date of actual		
	the Bridge	realization of the claim amount 1 to 8		
	permanently	9.	9.	9
	including re-	Cost of arbitration, clerkage,	To be worked out	.Nil
	grading the	miscellaneous and legal expenses		
	approaches"		Total: Rs.	Total:
	Šri		38.44.523/-+	Rs.1,00,132-00 with
	P.V.Mohana		Interest	12% int. from 61 <sup>st</sup>
	Rao			day of award to date
15		01	0.1	of payment.
13	Agt. No.	Ol	01	01 Po 5 25 000 00
	12/South/	Payment for the work of handling up	Rs.6,75,000-00	Rs.5,25,000-00
	Restoration/9	line earth to down line to the extent of		
	6, Dtd.20-12-	3,000 cum (3,000 x 225/- per cum)		
	1996 For The			
	Work Of	Interest @ 24% p.a from 30-10-96 till	To be worked out	5,98,500-00
	"Repairs To	the date of payment		(Interest up to date
	Embankments	02	02	of award @ 12%
	Affected By	Payment for dismantling 1100 metres of	Rs. 1, 10,000-00	simple interest)
	Floods/Breach	track @ Rs.100/- per meter		02

			_	
	es Between Km.249/30-	Interest @ 24% p.a. till the date of	To be worked out	Rs.1,10,000-00 1,25,400-00
	250/18 Up	payment		(Interest up to date
	And Down	03	03	of aw ard @
	Lines	Payment for labour engaged for	Rs.2,62,500-00	12%simple
	Between	departmental works to the extent of 1500		interest)
	Ulavapadu	man days @ Rs.175/- per head per day		03 Po 1 12 500 00
	And Tettu Stations".	(1500 x 175/-)		Rs. 1, 12, 500-00
	M/s. Premier	Interest @ 24% p.a. till the date of	To be worked out	1,28,250-00
	Raju	payment		(Interest up to date
	Engineers	04	04	of aw ard @ 12%
	Syndicate	Amount payable for the earth work done	Rs.33,81,000-00	simple interest)
		(13,800 cum @ Rs.245/- per cum)		04 Rs.27,41,550-
		Interest @ 24% p.a. till the date of	To be worked out	00 31,25,367-00
		payment	10 be worked out	(Interest up to date
		05	05	of award @ 12%
		Settlement of fin al bill and Security	Rs.1,78,400-00	simple interest)
		Deposit		05 Rs.1,78,400-00
		Listania (2007) in a 1711 11 11 15	T-111	2.02.276.00
		Interest @ 24% p.a. till the date of	To be worked out	2,03,376-00
		payment		(Interest up to date of award @ 12%
			Total: Rs.	simple interest)
			46,06,900/-+	Total:
			Interest	78,48,343-00 +
1				
16	1.00	1		18% interest
16	Agt.No.16/S/	1.  Potend of Security Deposit	1. Po 1 45 827 00	1.
16	BZA/2000,	Refund of Security Deposit	Rs. 1,45,827-00	1. Rs.1,45,827-00
16	BZA/2000, dtd.23-03-00	Refund of Security Deposit 2.	Rs. 1,45,827-00 2.	1. Rs.1,45,827-00 2.
16	BZA/2000,	Refund of Security Deposit	Rs. 1,45,827-00	1. Rs.1,45,827-00
16	BZA/2000, dtd.23-03-00 for the work of "Supply and stacking	Refund of Security Deposit 2. Refund of penalties illegally recovered from the on account bills. 3.	Rs. 1,45,827-00 2.	1. Rs.1,45,827-00 2.
16	BZA/2000, dtd.23-03-00 for the work of "Supply and stacking of 50mm	Refund of Security Deposit 2. Refund of penalties illegally recovered from the on account bills. 3. Interest on delayed payments of CC bills	Rs. 1,45,827-00 2. Rs. 30,343-00	1. Rs.1,45,827-00 2. Rs.30,343-00
16	BZA/2000, dtd.23-03-00 for the work of "Supply and stacking of 50mm gauge hard	Refund of Security Deposit 2. Refund of penalties illegally recovered from the on account bills. 3. Interest on delayed payments of CC bills @ 24% p.a. from the due dates to the	Rs. 1,45,827-00 2. Rs. 30,343-00	1. Rs.1,45,827-00 2. Rs.30,343-00
16	BZA/2000, dtd.23-03-00 for the work of "Supply and stacking of 50mm gauge hard and durable	Refund of Security Deposit 2. Refund of penalties illegally recovered from the on account bills. 3. Interest on delayed payments of CC bills @ 24% p.a. from the due dates to the actual dates of payment.	Rs. 1,45,827-00 2. Rs. 30,343-00 3. Rs. 12,441-00	1. Rs.1,45,827-00 2. Rs.30,343-00 3.Nil
16	BZA/2000, dtd.23-03-00 for the work of "Supply and stacking of 50mm gauge hard and durable stone ballast	Refund of Security Deposit 2. Refund of penalties illegally recovered from the on account bills. 3. Interest on delayed payments of CC bills @ 24% p.a. from the due dates to the actual dates of payment. 4.	Rs. 1,45,827-00 2. Rs. 30,343-00	1. Rs.1,45,827-00 2. Rs.30,343-00
16	BZA/2000, dtd.23-03-00 for the work of "Supply and stacking of 50mm gauge hard and durable	Refund of Security Deposit 2. Refund of penalties illegally recovered from the on account bills. 3. Interest on delayed payments of CC bills @ 24% p.a. from the due dates to the actual dates of payment. 4. Loss incurred due to rejection of stacks	Rs. 1,45,827-00 2. Rs. 30,343-00 3. Rs. 12,441-00	1. Rs.1,45,827-00 2. Rs.30,343-00 3.Nil
16	BZA/2000, dtd.23-03-00 for the work of "Supply and stacking of 50mm gauge hard and durable stone ballast alongside the track from Km 162/25-27	Refund of Security Deposit 2. Refund of penalties illegally recovered from the on account bills. 3. Interest on delayed payments of CC bills @ 24% p.a. from the due dates to the actual dates of payment. 4. Loss incurred due to rejection of stacks unjustly and blocking up of capital, resulting in loss of turnover, profit, loss	Rs. 1,45,827-00 2. Rs. 30,343-00 3. Rs. 12,441-00	1. Rs.1,45,827-00 2. Rs.30,343-00 3.Nil
16	BZA/2000, dtd.23-03-00 for the work of "Supply and stacking of 50mm gauge hard and durable stone ballast alongside the track from Km 162/25-27 to 167/0	Refund of Security Deposit 2. Refund of penalties illegally recovered from the on account bills. 3. Interest on delayed payments of CC bills @ 24% p.a. from the due dates to the actual dates of payment. 4. Loss incurred due to rejection of stacks unjustly and blocking up of capital, resulting in loss of turnover, profit, loss of business, loss of good earning time	Rs. 1,45,827-00 2. Rs. 30,343-00 3. Rs. 12,441-00	1. Rs.1,45,827-00 2. Rs.30,343-00 3.Nil
16	BZA/2000, dtd.23-03-00 for the work of "Supply and stacking of 50mm gauge hard and durable stone ballast alongside the track from Km 162/25-27 to 167/0 between	Refund of Security Deposit 2. Refund of penalties illegally recovered from the on account bills. 3. Interest on delayed payments of CC bills @ 24% p.a. from the due dates to the actual dates of payment. 4. Loss incurred due to rejection of stacks unjustly and blocking up of capital, resulting in loss of turnover, profit, loss of business, loss of good earning time and overhead expenditure, etc.	Rs. 1,45,827-00 2. Rs. 30,343-00 3. Rs. 12,441-00 4.Rs. 2,96,495-00	1. Rs.1,45,827-00 2. Rs.30,343-00 3.Nil 4.Nil
16	BZA/2000, dtd.23-03-00 for the work of "Supply and stacking of 50mm gauge hard and durable stone ballast alongside the track from Km 162/25-27 to 167/0 between Venkatachala	Refund of Security Deposit 2. Refund of penalties illegally recovered from the on account bills. 3. Interest on delayed payments of CC bills @ 24% p.a. from the due dates to the actual dates of payment. 4. Loss incurred due to rejection of stacks unjustly and blocking up of capital, resulting in loss of turnover, profit, loss of business, loss of good earning time and overhead expenditure, etc. 5.	Rs. 1,45,827-00 2. Rs. 30,343-00 3. Rs. 12,441-00	1. Rs.1,45,827-00 2. Rs.30,343-00 3.Nil
16	BZA/2000, dtd.23-03-00 for the work of "Supply and stacking of 50mm gauge hard and durable stone ballast alongside the track from Km 162/25-27 to 167/0 between	Refund of Security Deposit 2. Refund of penalties illegally recovered from the on account bills. 3. Interest on delayed payments of CC bills @ 24% p.a. from the due dates to the actual dates of payment. 4. Loss incurred due to rejection of stacks unjustly and blocking up of capital, resulting in loss of turnover, profit, loss of business, loss of good earning time and overhead expenditure, etc.	Rs. 1,45,827-00 2. Rs. 30,343-00 3. Rs. 12,441-00 4.Rs. 2,96,495-00	1. Rs.1,45,827-00 2. Rs.30,343-00 3.Nil 4.Nil
16	BZA/2000, dtd.23-03-00 for the work of "Supply and stacking of 50mm gauge hard and durable stone ballast alongside the track from Km 162/25-27 to 167/0 between Venkatachala m and	Refund of Security Deposit 2. Refund of penalties illegally recovered from the on account bills. 3. Interest on delayed payments of CC bills @ 24% p.a. from the due dates to the actual dates of payment. 4. Loss incurred due to rejection of stacks unjustly and blocking up of capital, resulting in loss of turnover, profit, loss of business, loss of good earning time and overhead expenditure, etc. 5. Price escalation.	Rs. 1,45,827-00 2. Rs. 30,343-00 3. Rs. 12,441-00 4.Rs. 2,96,495-00 5.Rs. 8,49,846-00	1. Rs.1,45,827-00 2. Rs.30,343-00 3.Nil 4.Nil
16	BZA/2000, dtd.23-03-00 for the work of "Supply and stacking of 50mm gauge hard and durable stone ballast alongside the track from Km 162/25-27 to 167/0 between Venkatachala m and Veday apalem stations" Contractor.	Refund of Security Deposit 2. Refund of penalties illegally recovered from the on account bills. 3. Interest on delayed payments of CC bills @ 24% p.a. from the due dates to the actual dates of payment. 4. Loss incurred due to rejection of stacks unjustly and blocking up of capital, resulting in loss of turnover, profit, loss of business, loss of good earning time and overhead expenditure, etc. 5. Price escalation. 6. Loss of advances paid to the metal-breaking labour.	Rs. 1,45,827-00 2. Rs. 30,343-00 3. Rs. 12,441-00 4.Rs. 2,96,495-00 5.Rs. 8,49,846-00 6.Rs. 5,00,000-00	1. Rs.1,45,827-00 2. Rs.30,343-00 3.Nil 4.Nil 5.Rs.4,24,923-00 6. Rs.2,50,000-00
16	BZA/2000, dtd.23-03-00 for the work of "Supply and stacking of 50mm gauge hard and durable stone ballast alongside the track from Km 162/25-27 to 167/0 between Venkatachala m and Veday apalem stations" Contractor. Shri	Refund of Security Deposit 2. Refund of penalties illegally recovered from the on account bills. 3. Interest on delayed payments of CC bills @ 24% p.a. from the due dates to the actual dates of payment. 4. Loss incurred due to rejection of stacks unjustly and blocking up of capital, resulting in loss of turnover, profit, loss of business, loss of good earning time and overhead expenditure, etc. 5. Price escalation. 6. Loss of advances paid to the metal-breaking labour. 7.	Rs. 1,45,827-00 2. Rs. 30,343-00 3. Rs. 12,441-00 4.Rs. 2,96,495-00 5.Rs. 8,49,846-00 6.Rs. 5,00,000-00 7. Rs.2,25,000-	1. Rs.1,45,827-00 2. Rs.30,343-00 3.Nil 4.Nil
16	BZA/2000, dtd.23-03-00 for the work of "Supply and stacking of 50mm gauge hard and durable stone ballast alongside the track from Km 162/25-27 to 167/0 between Venkatachala m and Veday apalem stations" Contractor: Shri G. Venkata	Refund of Security Deposit 2. Refund of penalties illegally recovered from the on account bills. 3. Interest on delayed payments of CC bills @ 24% p.a. from the due dates to the actual dates of payment. 4. Loss incurred due to rejection of stacks unjustly and blocking up of capital, resulting in loss of turnover, profit, loss of business, loss of good earning time and overhead expenditure, etc. 5. Price escalation. 6. Loss of advances paid to the metal-breaking labour. 7. Loss of advances paid to the transport	Rs. 1,45,827-00 2. Rs. 30,343-00 3. Rs. 12,441-00 4.Rs. 2,96,495-00 5.Rs. 8,49,846-00 6.Rs. 5,00,000-00	1. Rs.1,45,827-00 2. Rs.30,343-00 3.Nil 4.Nil 5.Rs.4,24,923-00 6. Rs.2,50,000-00
16	BZA/2000, dtd.23-03-00 for the work of "Supply and stacking of 50mm gauge hard and durable stone ballast alongside the track from Km 162/25-27 to 167/0 between Venkatachala m and Veday apalem stations" Contractor. Shri G. Venkata Subbaiah,	Refund of Security Deposit  2.  Refund of penalties illegally recovered from the on account bills.  3.  Interest on delayed payments of CC bills @ 24% p.a. from the due dates to the actual dates of payment.  4.  Loss incurred due to rejection of stacks unjustly and blocking up of capital, resulting in loss of turnover, profit, loss of business, loss of good earning time and overhead expenditure, etc.  5.  Price escalation.  6.  Loss of advances paid to the metal-breaking labour.  7.  Loss of advances paid to the transport operators.	Rs. 1,45,827-00 2. Rs. 30,343-00 3. Rs. 12,441-00 4.Rs. 2,96,495-00 5.Rs. 8,49,846-00 6.Rs. 5,00,000-00 7. Rs.2,25,000-	1. Rs.1,45,827-00 2. Rs.30,343-00 3.Nil 4.Nil 5.Rs.4,24,923-00 6. Rs.2,50,000-00 7.Rs.1,12,500-00
16	BZA/2000, dtd.23-03-00 for the work of "Supply and stacking of 50mm gauge hard and durable stone ballast alongside the track from Km 162/25-27 to 167/0 between Venkata chala m and Veday apalem stations" Contractor: Shri G. Venkata Subbaiah, Vijayawada	Refund of Security Deposit 2. Refund of penalties illegally recovered from the on account bills. 3. Interest on delayed payments of CC bills @ 24% p.a. from the due dates to the actual dates of payment. 4. Loss incurred due to rejection of stacks unjustly and blocking up of capital, resulting in loss of turnover, profit, loss of business, loss of good earning time and overhead expenditure, etc. 5. Price escalation. 6. Loss of advances paid to the metal-breaking labour. 7. Loss of advances paid to the transport operators. 8.	Rs. 1,45,827-00 2. Rs. 30,343-00 3. Rs. 12,441-00 4.Rs. 2,96,495-00 5.Rs. 8,49,846-00 6.Rs. 5,00,000-00 7. Rs.2,25,000-	1. Rs.1,45,827-00 2. Rs.30,343-00 3.Nil 4.Nil 5.Rs.4,24,923-00 6. Rs.2,50,000-00
16	BZA/2000, dtd.23-03-00 for the work of "Supply and stacking of 50mm gauge hard and durable stone ballast alongside the track from Km 162/25-27 to 167/0 between Venkatachala m and Veday apalem stations" Contractor. Shri G. Venkata Subbaiah,	Refund of Security Deposit  2.  Refund of penalties illegally recovered from the on account bills.  3.  Interest on delayed payments of CC bills @ 24% p.a. from the due dates to the actual dates of payment.  4.  Loss incurred due to rejection of stacks unjustly and blocking up of capital, resulting in loss of turnover, profit, loss of business, loss of good earning time and overhead expenditure, etc.  5.  Price escalation.  6.  Loss of advances paid to the metal-breaking labour.  7.  Loss of advances paid to the transport operators.	Rs. 1,45,827-00 2. Rs. 30,343-00 3. Rs. 12,441-00 4.Rs. 2,96,495-00 5.Rs. 8,49,846-00 6.Rs. 5,00,000-00 7. Rs.2,25,000-00	1. Rs.1,45,827-00 2. Rs.30,343-00 3.Nil 4.Nil 5.Rs.4,24,923-00 6. Rs.2,50,000-00 7.Rs.1,12,500-00
16	BZA/2000, dtd.23-03-00 for the work of "Supply and stacking of 50mm gauge hard and durable stone ballast alongside the track from Km 162/25-27 to 167/0 between Venkatachala m and Veday apalem stations" Contractor. Shri G. Venkata Subbaiah, Vijayawada G.P.A.	Refund of Security Deposit  2.  Refund of penalties illegally recovered from the on account bills.  3.  Interest on delayed payments of CC bills @ 24% p.a. from the due dates to the actual dates of payment.  4.  Loss incurred due to rejection of stacks unjustly and blocking up of capital, resulting in loss of turnover, profit, loss of business, loss of good earning time and overhead expenditure, etc.  5.  Price escalation.  6.  Loss of advances paid to the metal-breaking labour.  7.  Loss of advances paid to the transport operators.  8.  Loss of advances paid to loading and	Rs. 1,45,827-00 2. Rs. 30,343-00 3. Rs. 12,441-00 4.Rs. 2,96,495-00 5.Rs. 8,49,846-00 6.Rs. 5,00,000-00 7. Rs.2,25,000-00 8. Rs. 75,000-	1. Rs.1,45,827-00 2. Rs.30,343-00 3.Nil 4.Nil 5.Rs.4,24,923-00 6. Rs.2,50,000-00 7.Rs.1,12,500-00

		11	0 D- 50 000 00	1
		labour.	9.Rs. 50,000-00	10 N:1
		10.		10.Nil
		Turnover loss @ 20% p.a. of original	10D- 16 50019	
		agreement value of Rs.27, 66,531/- over	10.Rs. 16,59,918-	
		a period of 36 months	00	
		11.		11.Rs.5,48,000-00
		Overhead expenditure by way of		
		maintaining site Office and Head Office.	11.Rs. 10,96,000-	
		12.	00	12.Rs.5,53,306-00
		Loss of profit @ 20% of agreement		12.1(5.5,55,500 00
		value.		
		varue. 13.		13.Nil
			12.Rs. 11,06,612-	15.1111
		Due to departmental inaction,	00	
		postponing the measurements from time		
		to time, harassment of contractor		
		amounting to (a) Mental agony, (b) Day	13.Rs. 5,81,653-	
		to day expenditure & (c) Loss of	00	
		productivity for the last 3 ½		
		Years.		
		14.		
		Compensation for the medical		14. Nil
		expenditure which occasioned due to an		1 1, 1 111
		accident met by the contractor in		
		attending on the various dates fixed by		
		AEN has arisen on account of the breach	14. Rs.17,95,000-	
		of contract committed and the	00	
		harassment meted during August, 2001.		
		15.		
		Interest @ 24% p.a., compounded with		15. Interest @ 12%
		monthly rests on claims Nos. 1 to 14		P.A. From 1-09-
		from 1-09-03 to the actual date of		2003 ToThe Date
		payment.		Of Award I.E. 31-
		16.	15 m 1 1 1	07-2006 On
		Cost of arbitration and miscellaneous	15. To be worked	Amounts Awarded
			out	
		expenditure.		In Claim No.2, 5
				To 8,11 & 12.
			16 Po 50 000 00	16. Nil
			16.Rs. 50,000-00	Total: 21,02,399-00
			Total: Rs.	+ Interest
			10tai: Rs. 84,74,135/-+	
			104,74,1337-+ Interest	
17	Agreement	1.Interest@24% p.a. compounded quarte	1.To be worked	1 NII
1 '	No.W 30/DEN/	rests pay able on final payment of Rs.		1.11111
	Central/HYB,	1,93,278/- from 2-8-2001 to till the date of	out	
	dtd.06-09-99	actual payment.	a 40% =======	2.24
	for the work of	2.(i)Release of SD	2.(i)Rs.71,500/-	2.NIL
	"Improvements	(ii) Interest on SD	(ii) to be worked	
	to General	3.Loss of business on the above two claims 4	out	3.NIL
	Printing Press,	X(193278 + 79500) per year	3.To be worked out	
	Secunderabad."	4. Additional expenditure on overheads @ Rs.	4 To be well-1-1-1	4.NIL
	Contractor:	1000/- per month from 2-8-01 till date of	4.To be worked out Total: Rs. 71,500/-	
	M/s. Gudimetla	realisation.	10tal: Rs. /1500/- + Interest	Total: NIL
	Constructions		i mitciest	1 Otal, INIL
18	Agt.No.4/Sr.D	ClaimNo.1	1.	1
	EN/Centralhy			

b, Dt 09-08- 94 For The Work Of "Left Over Work In Connection	Loss due to non-payment of due amounts towards final payment and repayment of SD  (i) Payment of balance amount under final payment due.		
With Construction	final payment due	(i)Rs. 4,30,000-00	(I) NIL
Of Type 1 Quarters 10 Units, Type-II Quarters 15 Units And	(ii) Interest @ 18% p.a payable from 1-03- 96 to January 2005  Further interest from Feb, 2005 till date of actual realization	(ii) Rs.6,83,700-00	(Ii) NIL
Type-III Quarters 2 Units For S&T	(iii) Repayment of Security Deposit (iv) Interest @ 18% p.a payable from 1-07- 96to 31-01-2005	To be worked out	NIL
Workshop Staff At MFT (Risk And Cost T ender)"	Further interest payable from 1-2-2005 till actual realization	(iii)Rs. 1,00,000-00	00
Agency: Sri M. Ganesh, Hyderab ad	(v) Loss of profit due to above due amounts (Rs.5,30,00/-) @ 10% locked up with administration from 1-7-1996.	(iv)Rs. 1,54,000-00	(Iv)NIL
Try detab ad	Claim No.2  Loss due to any other reasons to be compensated.	To be worked out	NIL
	Claim No.3  Interest payable on all claim amounts till date of actual realization	(v)Rs.18,19,667-00	(V) NIL
			2.NIL
		2.	
		To be worked	3.
		3	NIL
		To be worked out	Total: Rs. 1,00,000/-+ future interest @ 14%
		Total: Rs.31,57,367/-+ interest	p.a. from do.a i.e, 6-10-06 to d.o.p.
19 Agt No.51/South/ GTL/2002,	1 Final bill to be paid 2 SD to be released 3 Idling of machinery for 12 months	1.Rs.2,76,542 2.Rs.3,00,000 3.	1.Kept æide 2.Kept æide
dated 4/10/2002 for	1. JCB 1 No.( @ Rs.600 per hour 10 hour day)	Rs.21,60,000	3.Rs.9,00,000
supply & stacking of ballast at YLK depot	<ul> <li>2. Tipper 5 nos ( Each Rs.750 per day)</li> <li>4 Idling of labour for 12 months – 18</li> <li>labour @ Rs.100 per day</li> </ul>	Rs.13,50,000 4.Rs.6,48,000	Rs.5,62,500 4. Rs.54,000

1	. ~:	F G 1	5 D 0 15 000	5 B 4 44 000
	Agency: Sri V. Ramana	5 Salary to staff for 12 months 1. Supervisor 2 nos @ Rs.5000/	5.Rs.2,16,000	5. Rs.1,44,000
	Reddy	p.m		
		2. Accountant 1 No @ Rs.5000/		
		p.m 3. Watchmen @ 3000 p.m		
		6 Crusher & crushers staff wages for 12	6.Rs.12,00,000	6. Rs.8,00,000
		months	}	
		1. crusher 1 x Rs.1,00,000 p. x 12 2. operators 2 nos @ Rs.250 per	} Rs.3,60,000	Rs.2,40,000
		day	J	
		3. helpers 4 nos @ Rs 100 per day		
		4. Watchman 2 nos @ Rs.3000		
		per p.m 7 Rental charges for labour camp for 12		7. Rs.12,000
		months @Rs.1500p.m	7.Rs.18,000	
		8 (i) Loading ballast due to obstacles by PSC sleepers and rails dumped by	8(i) Rs.4,20,000	8(i)Rs.1,57,000
		Railway @ Rs.600 more on original rate of Rs.450 for 7000 cum		
		8(ii) Loading ballast manually due to	8(ii) Rs5,16,901	8(ii) Nil
		obstacles by PSC sleepers and rails		, ,
		dumped by Railway @ Rs.900 more on original rate of Rs.450 for 5743.35 cum		
		9 Overhead charges from July,03 to	0 Po 21 17 151	9.Nil
		Nov.05	9.Rs.31,17,151	) <u></u>
		10 Loss of profit during original	10.Rs.7,66,131	10.Rs.2,86,950
		currency due to delay (Rs. 10,74,889 – (-)Rs. 3,08,759)		
		11 Interest @ 18% p.a on the above	11.To be worked	11.Nil
		items 2 to 10 from July, 2003 till date of	out	
		payment		10 N:1
		12 Legal expenditure @ 2% of award	12.To be worked out	12.Nil Total:
			Out	Rs.31,56450/-+
			Total:	12% interest from
			Rs.1,13,48,725 + Interest + Legal	d.o.a tod.o.p.
			expenses	
20	Agt. no.	Loss due to non utilization and idline of	1.Rs. 30,00,000	1.Rs. 20,50,000
	GM/W/SC//9 5/40 dated	Loss due to non-utilization and idling of Gas Pressure Butt Welding Equipment	(Amended To Rs. 39,12,911)	
	10/11/95 for	costing Rs 43 lakhs from June 1996 upto		
	the work	May, 97, awaiting RDSO's clearance.	2 D (0.00.000	2 NU
	"Conversion of 52 kg	2 Loss due to underutilization of	2.Rs.60,00,000	2.Nil
	90UTS Rails	machinery in BVRM in BZA and GTL		
	into SWR and	divisions due to failures committed by		
	LWR on œss	Railways between the period 24/5/97 to		
	by Gas Pressure Butt	June 1999 including idling of machinery and labour		
	Welding	3	3.Rs. 15,00,000	3.Rs.21,23,957
	Equipment In	Payment of final bill including	(Amended To	
	GTL and Vijaywada	addsitiona works done and to be paid for 4	35,80,757) 4.Rs. 15,00,000	4.Rs.9,08,930
	divisions."	Loss due to illegal termination of	7.103. 13,00,000	7.183.2,00,230

	Contractor.	contract and idling of machinery and		
	M/s Sagar Electrical & General Industries	labour for three months 5 Reimbursement of the cost of our machinery in the possession of the	5.Rs.80,00,000	5.Rs.26,75,000
	presently known as Sagar Thermit Corporation ltd.	Railways 6 Loss on Profit on the value of work not done due to prevention of execution of full value of contract work by the	6.Rs.35,00,000	6.Rs.33,00,000
		Railway 7 Loss of Turnover due to hold up of heavy amount due to us by the Railways	7.Rs.30,00,000 Amended To Rs.50,58,734	7.Rs.20,00,000
		8 Bank Guarantees towards mobilisation advance should not be encashed and returned by waiving of any amounts due	8	8. (-)Rs. 31,07,426. All BGs are to be returned. 9. Nil
		Interest recovered on mobilisation advance and machinery advance should be refunded	9.—	10.12% simple
		10 Interest on all the above claims @ 24% from April 2002 to till date of settlement of claims and payment	10. Rs.2,75,57,880 Total: Rs. 5,91,10,282/- + interest	interest on amounts awarded on claims 3 & 5 from May, 2002 till date of award. Total: Rs. 99,50,461/-+ 12% Interest on the amounts under claim No.s 3 and 5 only from May 2002 till date.
21	Agt. No. 30/C Dt. 27-6-2002 For The Work	1.Extra work in foundation 2.Extra work in footings 3.Final Bill	1.Rs.80,000/- 2.Rs.80,000/- 3.Rs.60,000/-	1.NIL 2.NIL 3&4.Rs.73,495/-
	Of"Provision Of Cover Platform At KZJ. Contractor. Sri Sai Engg.	4.Release of SD 5.Fabricated steel lying at site so far not accounted 6.Payment of idle wages 7.Loss of advances due to abrupt termination of contract	4.Rs.60,000/- 5.Rs.1,00,000/- 6.Rs.1,00,000/- 7.Rs.50,000/- 8.To be worked out	5Withdrawn 6.NIL 7.NIL 8.Rs.20,549/-
	Works, Secunder <i>a</i> bad	8.Interest @ 24% p.a. on items 1 to 7	Total: Rs.5,30,000/-+ interest	Total:Rs.94,0 44/-
22	Agt. No.59/C/03 Dated 09/12/2003	1.Exclusive of cement 154.203 bags @ Rs.141 added by contractor's percentage of 34% 154.203 X 8.20 Rs.141+34/100 2.Work which was not included in the	1.Rs.2,38,907.93 2.Rs.33,200	1.Rs.2,38,907/- 2.Nil
	for the work "replacement of existing 10 x 4.57 m steel	agreement but executed 3. Difference in the weight between plain cement and concrete and reinforced vibrated concrete	3.Rs.12,506	3.Rs.12,506/-
	girders with	4.Delay in arranging for on account bills	4.Rs.21,250	4.Nil

	pre-cast RCC slabs at Br.No.409 at km. 289/15- 17. Contractor: S.S.R.K.Prasa d,	5.Interest @ 24% p.a on item no.1 to4	5.To be worked out Total: Rs. 3,05,863-93+ Interest	5.Rs.75,423/- Total: Rs. 3,26,836-00
23	Agt.No.75/Sr. DEN/North/H YB, dt 27-02- 89 for the work of "Supplying and stacking of 50mm stone ballast between RGO & PSD." - Award pronounced	Claim No.1  (i)Loss due to non-payment of Security Deposit recovered from the bills and kept with the administration from 1-07-90  (ii) (a) Interest @ 24% p.a. on the above from 1/07/90 to 29-12-2004 (date of reference)  (b) and further interest from 01-01-2005 till date of award	1(I)Rs.20,262-00 1(Ii)Ars.70-512-00	1.Rs.10,362-00 & Rs.9, 900/- (if EMD ofRs.9, 900/- converted as FDR, no interest is payable)  Simple interest @ 10% p.a. from 17-04-1993 to till date of Arbitration Award.
	by Sole Arbitrator, Sri M.Y.Kondalu, Sr.DEN/Co-	(c) Loss of profit @ 10% p.a. on normal turnover value for 176 months	1(li)B ToBe Worked Out	NIL
	Ord/HYB. Agency: Shri M.Ganesh, Hyderab ad	(4 x 20262 x 10 x 176)  Claim No.2  Loss towards advance amount paid to	1(li)Crs.1,17,520-0	NIL
		quarry owner.  Claim No.3  Loss due to advance amount paid to the labour set up etc.	2.Rs.3,48,000-00	NIL
		Claim No.4 st @ 24% p.a. from the date of award till the date of actual realisation	3.Rs.1,00,000-00	NIL Total Rs. 20,262/- + Interest @ 10%
			4.To Be Worked Out Total: Rs. 6,56,294/- + Interest	
24	Agt No.23/S/BZA	Claim No.1 Final bill to be paid	1.Rs.2,59,707/-	1.Rs.1,32,063-00
	/2001 of 19-6- 01 for the	Claim No.2 Security deposit to be refunded	2.Rs.68,000/-	2.Rs.61,668-00
	work" Ongole- Providing new	Claim No.3 Labour charges for 3 months extended	3.Rs.1,72,000/-	3.Nil
	road at Goods Shed" Agency: Sri	period Claim No.4 Overhead charges for 46 months @ Rs.5,000/-p.m.	4.Rs.2,30,000/-	4.Rs.50,000-00

	Y.V. Chalapathi Rao GPA Holder: Sri P. Subba Rao, Singarayakonda	Claim No.5 Interest @ 24% on above items from Nov '01 till date of payment.	5.To be worked out Total: Rs.7,29,707/-+ Interest.	5.Interest @ 12% p.a on item no.(1) & (2) from 01/01/2002 till date Rs.1,12,363/- Total: Rs. 3,56,094/- + 12% ZZZZZZZZZZZZZZZZZZZZZZZZZZZZZZZZZZZZ
25	Agreement No. S K/09/85 Dated 12/4/85 for the work " supply of ballast and leading into track between Wangapalli & Aler stations. Claimant: M/s Ramakrishna Constructions, Hyderab ad.	1.Illegal retention of final bill 2.Non- payment of SD held with Railway 3.Loss due to illegal retention of final bill resulting in engagement of p;art time supervisor 4.Loss of Profit on account of non execution of further works due to illegal retention of final bill and SD 5.Costs 6.Cumulative commercial interest payable in claim amounts from 1986 till date of payment	1.Rs.1,00,000 2.Rs.41,803 3.Rs.24,000 plus further amount of expenditure 4.Rs.18,00,000 5.Rs.25,000 6.To be worked out Total: Rs. 19,90,803/-+ Interest	1.Rs.10,680 2.Rs.41,803 3.Rs.12,000 4.Rs.2,99,153 5.Rs.10,000 Total: Rs.3,73,636/- Rs.1,51,151 @ 15% simple from 01/4/87 to 15/6/2006 on claims no.1 & 2.
26	Agt.No.12/DE N/North/HYB , dt 26-10- 1996 for the work of "SC – MM R Section- Parbhani- Improvements to circulation area of Goods shed/Goods siding" Agency: M/s Sri Matha Manikeshwari Enterprises, Hyderab ad.	1. Non payment of SD and initial Earnest money held with Railways illegally since Oct,99.  2. Loss due to illegal retention of SD resulting engagement of part-time supervisor.  3. Loss on account of non-execution of future contract works due to illegal retention of SD amount with Railway since Oct,1999.  4. Cumulating commercial interest @ 24% p.a. payable on all claims amounts till date of payment.	1.Rs.40,000-00 + Interest 2.Rs.20,000-00 3.Rs.1,60,000-00 4.Rs.Tobe worked out Total: Rs. 2,20,000/-+ Interest.	1.Rs.23,794-00 2.Rs.18,000-00 3.Rs.80,000-00 4.Rs.15,340-00 Total: Rs.1,37,134-00 + 15% Interest from d.o.a to d.o.p.
27	Agreem ent Agt. No. 34/S dated 6/9/96 for the work of "KZJ-BZA section-	01.Payment legitimately due for works faith fully carried out to meet the exigency of the Railway in 1996-97.  02.Reimbursement of payments made by the contractor to the moneylenders @ 2.5% p.m. on the above amount of Rs.	1.Rs. 7,44,841/- 2.Rs. 17,87,618/-	1.Rs.1,92,283/- 2.Rs.3,31,688/-

S	Crom P.Way Depots over S.C. Railway	period from 1-4-97 to 31-3-05. 03.Reimbursement of payments made by the contractor to the moneylenders @ 2.5% on the FCC 2 amount from 1-4-97	3.Rs. 3,63,336/-	3.Rs.2,18,002/-
P A N	o various PWI stores.— Agency: Sri N. Ramakrishna	to 15-6-04 04.Reimbursement of additional expenditure incurred in chasing the payment @ Rs. 5,000/- per month from 1- 4-97 to 31-3-2005.	4.Rs. 4,80,000/-	4.Rs.4,60,000/-
		05. Compensation for loss of business suffered by the contractor due to retention of the amounts legitimately due to the contractor @ 15% p.a. from 1-4-97 to 31-3-2005.	5.Rs. 10,95,430/-	5.Rs.3,66,460/-
		06.Interest @ 24% p.a. on Rs. 9,12,85%-from 1-4-97 to 31-3-2005. 07.Reimbursement of other expenditure	6.Rs. 17,52,687/- 7.Rs.1,50,000/-	6.Rs.4,71,828/-
		that will be incurred by the contractor till the settlement of the matter	Total: Rs.63,73,912/- + Interest	7.Rs.50,000/- Total: Rs. 20,90,261/- + 18%Interest from d.o.a tod.o.p.
1 au 1 1 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	Reference of IV claim rising out of I.Contract Agt. No. 13/DEN/II/BZ A/88 dt. 25/4/88.  2. Acceptance etter B/W.496/1/4/71/DEN/1 of 1988 for the work of 'supplying and stacking of 50mm Ballast at Dosapadu and Construction of 24 units Type-1 quarters at BZA to britral Fribunal — orders of City Civil Court, SC in OP 8/97 and IA No. 388/03 filed	Reference of IV claim	Rs. 1 crore with Interest @ 24% p.a. from 3-4-199 up to actual realization of the above amount.	

	K. Venkateswara Rao in OP			
	No. 8/97. Contractor.			
	Sri K. Venkateswara Rao			
	Tuo			
29	Agt.No.SK/51 , dt 28-01-	1 N (CCC IVIII)	1. Rs.70,634-00 + Interest	1.Rs.72,251-00
	1986 for the work of	1. Non payment of CC-IV bill prepared during July,2002.	2. Rs.25,160-00 + Interest	2.Rs. 25,160-00
	"Supply and stacking of 50	<ul><li>2. Illegal retention of dumping quantity</li><li>(Since 1992)</li><li>3. Payment of final bill for total</li></ul>	3. Rs.13,047-00 + Interest	3.Rs.13,047-00
	mm ballast along side the	quantities of work done till completion as per clause 51 (1) of GCC.	4. Rs.54,875-00 + Interest	4.Rs.54,875-00
	track bet. SNF-HSJ Jn. & SNF yard	<ul><li>4.Illegal retention of SD.</li><li>5. Loss due to non-finalizing the contract</li></ul>	5.Rs.1,92,000-00	5.Rs.1,30,000-00
	as depot collection and leading into	resulting engagement of part time supervisor  6. Loss on account of non-execution of	6.Rs.11,00,000- 00	6.Rs.4,45,792-00
	track/Loading into hopper wagons and unloading' -	further contract works due to illegal retention of due amounts for the work done and SD.  7. Illegal recovery of seigniorage	7.Rs.10,003-00	7. Claim withdrawn by the
	Agency: M/s Ramakrishna	charges from 6 <sup>th</sup> on account bill i8n Divisional Engineer's Office.	8.To be worked out	claimant 8.Rs.3,34,344-00
	Constructions, Hyderab ad.	8. Cumulative commercial interest payable on all claim amounts till date of payment. 9. Costs	9.Rs.20,000-00 Total: Rs. 14,85,779/- + Interest.	9. NIL Total: Rs. 10,75,469-00 + 3,500-00 (*)
30	Agreem ent No.GM/W/SC	1. Reimbursement of extra cost due to increase in steel price	1. Rs.68,54,151- 00	1. Rs.68,54,151-00
	/SLT/04/01 dt. 1/3/04 for	2. Extra rate over item No.1 of Schedule for drilling piles through rock	2. Rs.82,83,289- 00	2. Nil
	the work of "Construction of bridge no.518 at km.257/26-34	3. Payment for removal of boulders, ballast etc. and clearing pier 5 location by underwater ex cav ation considering islands two times extra and idling charges of piling rigs	3. Rs.28,95,500- 00	3. Nil
	between SKM-UPD on	4. Design charges of substructure and foundations and design charges of	4. Rs.13,17,101- 00	4. Nil
	GDR-BZA section " Agency: M/s	superstructure to seismic loads 5. Extra span rate of superstructure to seismic loads	5. Rs.7,54,020-00	5. Rs.7,54,020-00
	Sri Harsha Constructions,	6. Delay in payment of final bill and refund of Security Deposit @ 24% p.a.	6Rs.1,07,226-00	6. Nil
	Hyderab ad.	7. Loss due to non-operation of agreement items	7. Rs. 12,66,205- 00	7. Nil
		8. Costs 9. Interest on the above amounts @ 18%	8. Rs.1,70,000-00 9. To be worked	8. Nil 9. future interest @

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		from the date of their due till the date of payment.	out Total: Rs. 2,16,47,492/- + Interest	12% p.a on the amounts under claims 1 & 5, (Rs.68,54,151 + Rs.7,54,020) from the date of award till the date of realization. Total: Rs. Rs.76,08,171/- + 12% Interest from d.o.p i.e, 20-1-2007.
31	Construction of retaining wall in place of damaged and leaning retaining wall between Makudi and	1. Loss towards non-payment of due amounts and not finalizing the contract:  Interest from 1-1-1997 to till the date of filing claim statement i.e. 3-6-06  Further interest from 4-06-06 to till the	1. Rs. 32,779-00  Rs. 74,080-00  To be worked out	1. Rs. 40,929-70 + interest @ 12% p.a on 40,929-70 from 4-06-2006 till 16-0107 + Interest @ 12% p.a. on 40,92970 from 17-01-07 till the date of realisation
	Sirpur town stations (Down line) in between	date of actual payment 2. Cost of materials collected for the second part of the work	2. Rs.48,000-00	2. NIL
	Km 181/12-16 and 182/2-8 in Kazipet- Ballarshah sections –	Interest payable since the respondents failed to handover the site for the second part of the work from 1-1-97 to 3-6-06	Rs. 1,08,480-00	
	Agreem ent No.37/N, dtd.8-12-95- Claimant: Shri	Further interest from 4-06-06 to till the date of actual payment 3.  Loss due to advances forfeited	To be worked out 3. Rs.80,000-00	3. NIL
	M. Venkata Rao	4. Refund of Security Deposit	4. Rs. 29,988-00	4. Rs. 58,594-50 + interest @ 12% p.a on 58,594-50 from 4-
		Interest on Security Deposit from 1-1-97 to 3-6-06 @ 24% pa.	Rs. 67,773-00	06-2006 till 16-01-07 + Interest @ 12% p.a. on 58,594-50
		Further interest from 4-06-06 to till the date of actual payment 5.	To be worked out 5.	from 17-01-07 till the date of realisation
		Claim for legitimate earnings due to loss of profit on the rescinded part of work 6.	Rs.45,000-00 6.	5. NIL
		Arbitration costs	Rs.20,000-00 Total: Rs. 5,06,100/-+ Interest	6. Rs.20,000-00 Total: Rs. 1,19,52420 + Interest @ 12% p.a. on99,524.20 from 4- 6-2006 till d.o.p.
32	Agt.No. 11/South/RW/9 6, dtd 20-12- 1996 for the	O1 Payment for the work of handling up line earth to down line to the extent of 3,000 cum (3,000 x 225/- per cum)	01 Rs. 6,75,000-00	01 Rs. 4,80,000-00 Rs. 5,76,000-00 (Interest up to dateof

work of			award @ 10% simple
"Repairs to	Interest @ 24% p.a. from 30-10-96 till the		interest)
embankments	date of payment	To be worked out	
affected by	02	02	02
floods/Breaches	Payment for dismantling 500 metres of track		Rs. 25,000-00
between	@ Rs.100/-per meter	Rs. 50,000-00	Rs. 30,000-00
Km.249/8-	Internet @ 2400 4:11 do - dot - for	T- 1 1 1 4	(Interest up to date of
249/30 UP and Down lines	Interest @ 24% p.a. till the date of payment	To be worked out	award @ 12%simple
between	03	03	interest) 03
Ulay apadu and	Payment for labour engaged for departmental	03	Rs. 1,65,000-00
Tettu stations".	works to the extent of 2000 man days @		Ks. 1,03,000-00
Shri	Rs.175/- per head per day (1500 x 175/-)	Rs. 3,50,000-00	
A.M.Koteswara Rao.	Interpret @ 240/ m a till the date of maximum t	To be worked out	Rs. 1,98,000-00
Rajah mundry	Interest @ 24% p.a. till the date of payment	To be worked out	(Interest up to date of award @ 12% simple interest)
	04	04	04
	Payment for removing the earth and redoing		
	with moorum 2000 cum @ Rs 500/- per Cum.	Rs. 10,00,000-00	Rs. 5,00,000-00
	Interest @ 24% p.a. till the date of payment	To be worked out	Rs. 6,00,000-00 (Interest up to dateof award @ 12% simple
	0.5	0.5	interest)
	05	05	05
	Amount payable for the earth work done	D 22 05 000 00	D 11.7000000
	(9,000 cum@ Rs.245/-per cum)	Rs. 22,05,000-00	Rs. 14,70,000-00
	Interest @ 24% p.a. till the date of payment	To be worked out	Rs. 17,64,000-00
			(Interest up to date of award @ 12% simple interest)
	06	06	06
	Settlement of final bill and Security Deposit	Rs. 2,39,000-00	Rs. 2,39,000-00
	Interest @ 24% p.a. till the date of payment	To be worked out	Rs. 2,86,800-00
		Total: Rs.	(Interest up to date of
		45,19,000/-+ interest	award @ 12% simple interest) Total:
			Rs. 63,33,800-00
			+ Interest @ 18%

## 3.1.10 **ARBITRATION AWARDS OF 2005 - 2006**

01	Vijayawada -RCC Washable aprons for PF No.4 Agt.No. 65/A/95/DEN/I/BZ A dt.19-12-95 Rs.21,47,686/- M/s. Durga Enterprises	First Tribunal for claims 3 to 7 (Rs. 20,26,815/-) Sri P. Vijaya Kumar Dy.FA&CAO/C_II/SC Sri P.Siv aram Prasad Dy.FA&CAO/CI/SC Sri Manas Sarkar Dy. CE//C/MBNR Dt. Of award 19-1-98. Second Tribunal for claims 1,2 & 8 As per the orders of HC of AP claims 1,2 and 8 (Rs. 7,11,150/- + int. 24 % p.a. ) were referred to the Tribunal Sri P. Vijaya Kumar Dy.FA&CAO/C_II/SC Sri P.Siv aram Prasad Dy.FA&CAO/CI/SC Sri Sanjeev Ag arwal Dy. CE//C/GC/MAO	Loss of Profit @ 15% on Rs. 27.41 lakhs  2 Loss of turnover— 3. Advances given (non-refundable)— 4. Advances given for materials—5. Idling charges— 6. Investment on materials—7. EMD & SD— 8. Interest on claims 3 to 7  Total	1.Rs. 4,11,150/- 2.Rs. 3,00,000/- 3.Rs. 4,22,000/- 4.Rs. 1,50,000/- 5.Rs. 2,84,200/- 6.Rs. 10,25,615/- 7.Rs. 1,45,000/- 8. 24%p.a. upto dt. of actual payment. Rs. 27,37,965/- + Int.	First tribun al award dt. 19-1-98.  1. Nil  2. Nil  3. Rs. 422,000/-  4. Rs. 1,50,000/-  5. Rs. 2,16,200/-  6. Rs. 5,86,166/-  7. NIL  Total  Rs. 12,99,366/- +  int @ 18% from 6-  1-98 till date of payment.  Second tribun al awarded NIL  amount on 15-4-  2002.
02	BZA-provision of trolley path in NRY	on 25-8-2000.  Justice Y.V.  Narayana	1 Refund of SD – 2 Balance amount due from CC Isince	1.Rs. 28,888/-	1.Rs. 28,888/- 2.Rs.1,05,052/-
	yard to facilitate C&W staff to attend repairs for wagons. Agt.No. 1 10/DEN/VBZA/90 dt. 25-12-90 Rs. 2,87,762/-M/s. Kusuma Constructions	Dt. Of award 10-7-04	Dec'91 Rs. 77 34 1 And FCC/IV7-II dt. 24-6-95 Rs. 27,71 1 Total  3 Work done but not paid — 4. Interest @ 245 p.a. monthly compounded on item No. 1 to 3 from 1-1- 92 to 31-1-2001  5 a) Loss of advances paid to Labour— 5 b) Int. @ 24% p.a. monthly compounded from 1-1-92 to 31-1-2001  6 a) Loss of advance paid to material supplier 6 b) Int. @ 24% p.a. monthly compounded from 1-1-92 to 31-1-2001  7. Tumover loss @ 15% p.a. on Rs. 4,00,000/- (Work done) for the last 10 years. 8. Overhead expenditure. a) site office b) Int. on Rs. 96,000/- @ 24% p.a. monthly	2.Rs. 105,052/- 3.Rs. 95,000/- 4.Rs. 5a)17,51,651/- 5b)Rs. 60,000/- 6a)Rs. 4,58,952/- 6b)Rs. 90,000/- 7. Rs. 24,00,000/- 8a) Rs. 96,000/- 8b) Rs. 7,34,323/-	3.Rs.95,000/- 4 NIL 5 NIL 6 NIL 7.Rs.3,75,000/- 8.Rs.72,000/- Total Rs. 6,75,940'- plus 15% p.a. Int from 1-1-92 till date of award i.e 10-7-04 on Rs.3,00,940'- + interest @ 18% p.a. from 11-7-04 till date of payment. Int

			compounded from 1-192 to 31-1-2001 c)	0 \ D 00 000 (	
			Head Office Rs.12,00,000/-9a)Loss of profit 20% of the agt. Value actual work done Rs. 4,00,000 X20/100 = 9b) Int. @ 24% p.a. monthly compounded from 1-1-92 to 31-1-2001 10Mental agony @ Rs. 10,000/- p.m. for 10 years 11. Int. @ 24% p.a. monthly compounded on Item 1 to 10 above from 1-2-2001 till actual realization. 12. cost of Arbitration Proceedings @ 10% of claim amount.	9a) Rs 80,000/- 9b) To be calculated. 10.Rs. 12,00,000/- 11. To be calculated.  12. To be calculated  Rs.70,99,866/- + Int.	
03	Urgent maintenance repairs in SC section and surrounding areas at Sandhalan Bhavan AgtNo.SK/30 dt2/2/94 Value Rs 6,31,640.76 Sri Venkateswara Constructions Co.,	Justice Vamana Rao, Retd., High Court Judge appointed onl6/4/02 in AA.No.77/01 by High Court of A P. as Sole Arbitrator. Dt. Of Award 14- 604. Award submitted by the division during A pril 2005 by division to Headquarters.	1 Payment of Final Bill 2 Refund of SD recovered from CC-I bill 3 Interest, commission and other charges being paid to the financierson theover due amounts under claim Nos 1 & 2 @ 25 % p.m. from the dates the amounts became due to the date of actual payment.  4 Loss of business and profit thereon @ 10% p.a. on claim No.s 1 & 2 5 Expenditure incurred on Head Office Overheads & establishment  6 Addl. contingent expenditure in chasing the payment @ 3% p.a. on Rs. 6,32,485/-from 28-2-94 and on Rs. 46,026/-from 28-8-94 till date of actual payment  TOTAL	1. Rs. 632 385/- 2. Rs. 46,026/- 3. Rs. 16,95,493/- Plus Interest from 13- 7-02 till date of award and future interest from date of actual payment. 4. Rs. 5,66,763/- 5. Rs. 2,83,382/- Plus Interest from 13- 7-02 to date of award Plus Pendentlite interest 6. Rs. 1,70,029/- up to 12-7-2002 Plus Pendent lite interest and future interest Rs. 33,94,078/- +	1.Rs. 632,485/- 2.Rs. 46,026/- 3.Rs. 796,119.57 Plus Interest@ 18% on Rs. 6,78511/- from date of award i.e., 14-06-04 to date of payment 4.NIL 5.NIL 6.NIL Total: Rs. 14,74,630.57 + Interest as detailed above Plus Cost of Arbitration Rs. 47,500/-
04	Prop. Self supporting	Sri R. Jayaraman, CE/Con./SC &	1 Loss of dday in prolonging thework 2 Loss due to delay in commencement of	Interest. 1.Rs. 900,000/- 2a)Rs.	Paid Portion 1.Rs.4,50,000
	microwave to wers BZA-RU-AJJSec. Rs.1.11 Crores AgtNo.3/S/BZA/94 dt.24/10/94 Sri Y. Bhaskara Raju, Gudur,	P.A. Sri J.S. Tolia, CE/C-I/SC & Joint Arb. K.V.B. Reddy, Dy.FA &CAO/Tr affic JA Appointed on 1909/03 Dt. Of award 27- 105.	work a)Labour undenutilization and idling b)Idle investment on materials 3 Loss due to delay inhanding over site at CDR 4 Loss due to non-execution of work at NKD a) Advances to labour and material b)Loss ofProfit 5P ayment for additional quantities at claimant's offered rates 6 Damages due to abnormal delayin making payment of final bill 7a) Refund of SD b)Loss and damages due to held up of SD 8 Loss of advances paid to skilled labour for fabrication and erection 9 Loss of business and resultant profit due	10,50,000/- 2b) Rs. 3,84,000/- 3. Rs. 2,40,000/- 4a)Rs. 5,00,000/- 4b) Rs. 4,50,000/- 5. Rs. 16,86,000/- 6. Rs,, 20,00,000/- 7a) Rs. 1,50,000/- 7b) Rs. 1,50,000/- 8. Rs. 6,00,000/-	4.Rs.3.00,000 Total Rs.7,50,000/- Contested portion 2.Rs.7,17,000 3.Rs.2,40,000 5.Rs.11,18,000 6.Rs.12,60,000 9.Rs.51,12,000 11 Rs.50,000 12 Rs.5,40,000 13.14% pa on the awarded amounts from 1/9/96 to date of award. Total Rs. 97,87,000/- with 14% int. from 1-9-96 to date of award i.e.

			tohold up of Do 25 talks for 2	0 Do 10000/	27 1 05
			tohold up of Rs 35 lakhs for 3 yrs 10. Quantities of work actually executed and not paid 11Legal expenses 12Continuation of establishment for chasing final bill, SD etc., 13. Interest on above @ 24%p.a, from June 1996 TOTAL	9. Rs. 1,00,000/- 10. Rs. 5,00,000/- 11. Rs.50,000/- 12. Rs. 27,00,000/- 13. To be calculated Rs 2,13,60,000/- + Int.	27-1-05.
05	Agt.No. 73/co ord/GTL/98 dt.27- 10-98 for the work of Replacement of Bridge timbers with steel channel sleeper at Bridge No. 1017 (MALM - HPT) Rs.58,26,960/- Y. Chenna Reddy Gurtakal	Justice Y.V. Anjaneyulu Dt.Ofaward 20-11-2003	1. Overhead expenditure for 20 months on site office and Head office 2. Additional payment for extra steel supplied under item-2 of schedule @ Rs. 13,000/- per MT for 53 MT 3. Additional Expenditure on labour due todelay of 20 months (35 special workers @ Rs. 3,000/- per month) 4. Extra payment over accepted rates according to the schedule 5. Tumover Loss TOTAL	1. Rs. 1,58,000/- 2. Rs. 6,89,000/- 3. Rs. 21,00,000/- 4. Rs. 11,65,392/- 5. Rs. 19,25,600/-	1.Rs.1,58,000/- 2.Rs.3,00,000/- 3.Rs.21,00,000/- 4.NIL 5.NIL Total Rs 25,58,000/- + int. @ 12% p.a. from 1-2-2001 till date of award and 7.5% from the date of award till realization.
06	DMM-PAK lifting of track from  Km.12/0 to 20/0 and 2 1/4 to 26/4  between DMM-  MGB stations  Agt.No.  47/MG/GTL/2001  Dt.1-11-2001.  V. Rama Subba  Reddy, Madanapalle	Sri M. Ravindranath Reddy, Sole Arbitrator pronounced the award on 28-4-05	1 Payment Of Amount Due For Work Done – 2 Loss Due To Idling Of Labour – 3 Loss Due To Idling Of Establishment- 4 Loss Of Advances Paid To 5 Batches Of Labour – 5 Remuneration Paid To The Engineer Consultant From Cuddappah to take initial and final Rail Levels with a leveling instrument etc., at the request of SSE/P.Way/KRY- 6 Excess amount of lifting carried out to 150 mm lift instead of 100 mm as per instructions of SSE/P.Way/KRY- 7 Refund of security deposit- 8 Interest on all above claims @ 18% p.a. from the date of termination i.e. 17-5-01 upto the date of actual payment	1. Rs.26220/- 2. Rs.150,000/- 3. Rs.60,000/- 4. Rs.75,000/- 5. Rs.24,000/- 6. Rs.11,000/- 7. Rs.21,900/- 8. to be calculated.  Rs.3,68,120/- + Interest @ 18%	NIL A ward
07	Proposed manning of exg. Unmanned 'C' class level crossings No.3 Agt. No.47/99/ DEN/VBZA dt.18/6/99 Sri Ch. Showry	Sri A.K. Sirha Dy.CE/C/Stores Appointed by Railways on 27/11/03 Award Dt.7-3-05.	1 Refund OfSD – 2 Release Of Emd 3 Ant. Due For The Work Done – 4 Loss Of Advances A.Labour B.Tractors – 5 Loss Of Tumo ver @ 15% Of Agt. Value 6.Overhead Expenditure from 23-12-98 to Jan 2001 – 7 Loss of profit @ 20% of Agt. Value. 8. Interest @ 24% P A. from Jan'01 to actual dates pay ment on claims 1 to 7 9 Cost of Misc. Expenditure of Arbitration — TOTAL	1. Rs. 16,000/- 2. Rs. 9,900/- 3. Rs. 15,000/- 4. Rs. 45,000/- 5. Rs. 64,500/- 6. Rs. 1,25,000/- 7. Rs. 86,066/- 8. To Be Calculated 9. Rs. 45,000/-	1.Rs.16,000/- 2.Rs.9,900/- 3.Rs.15,000/- 4.Rs.22,500/- 5.NIL 6.Rs.48,000/- 7.Rs.25,644/- 8.Interest @ 12% p.a. on awarded amounts from claims 1 to 7 from Jan '01 to dt. Of award i.e. Rs. 68,522/- 9.Rs.20,000/- Total: Rs. 2,25,566/- + future interest @ 18%

	1	l			from Dt. Of award
					to actual date of
					payment.
08	KZJStn. Incl. KZJ	Sri P. Veera	1 Refund of Security Deposit	1. EMD Rs.	1.Rs. 61,000/-
	V	Kumar,	2. Work done but not paid	20,000/- SD D- 41,000/	2.Rs. 35,739/-
	Yardlimits etc.	Dy . CE/Br . Award Dt . 6-4-	3. Work done but not recorded and paid 4.	SD Rs.41,000/-	3. NIL
	C A		Idling of labour 5. Losses of Advances	FDR.	4.Rs. 15,000/-
	Group A	05.	6. Overhead expenses	2. Rs. 35,739/- 3. Rs.21,100/-	without Interest 5.NIL
			7. Mental Agony-	4. Rs. 150,000/-	6.NIL
	Agt.No. 48/Cdt.		8. Loss of Tumover-	5. Rs. 1,50,000/-	7.NIL
			9. Interest @ 24% on the above claims.	6. Not quantified	8.NIL
	25-10-02.		a. on SD claimNo. 1	7. Rs. 1,00,000/-	9.No Interest for
			b. onbalance bill amount withheld	8. Rs. 1,20,000/-	FDR NIL
	O. Yakaiah		claim No.2	9. To Be	Interest@ 9%on
			TOTAL Y	Calculated	balance amount of
			TOTAL	Rs.6,37,739/-	Rs.35,739/- from
					1-7-03 to 26-4- 04.Rs.2,637/- as
					Interest.
					Total: Rs. 1,14,376
09	Supply and of	Sri B.V. Ranga	1.To declare the recession of the contract	1.	1.Termination is
	50mm stone ballast	Raju	as invalid.		bad.
	along side the track	Retd. Judge of	2. Loss of advances paid	2. Rs.	2.Rs.10,00,000/-
	in BZA division.	AP high court	3.Refund of Security Deposit	20,00,000/-	with 15% int.p.a.
	Agt.No.	Dt.Of award	4.Reimbursement of charges and	3. Rs. 87,258/-	from dt. Of award
	24/WBZA/96 dt.	15-10-2003	commission paid to financiers.	4. Rs. 1,00,000/-	till dateof
	12-3-96 Rs.48.60.000/-		5 Loss incurred in shifting the balance quantity from the crushers site to the	5. Rs. 2,00,000/-	realisation. 3.Rs.87258/-
	M/s.Vengamanba		claimant site	6. Rs. 1,35,874/- 7. Rs. 4,86,000/-	3.Rs.87,238/- 4 to 8 NIL
	Engg. Co.,		6.P ayment due at the increased rate	8. Rs. 4.86,000/-	9.claimwill be dealt
	Eligo. Co.,		7. Overheads and establishment beyond	9. Rs. 1,69,194/-	later on.
			oiginal duedate of completion	10. To be	10 Interest @ 15%
			8. Loss of Business and profit @ 10% on	calculated.	p.a. on the $SD =$
			value of work from June to November '96		Rs 80,131.90
			9 Incidental and contingent expenses 10.		Total
			Interest on the claim amounts @24% p.a. from December'96 tilldate of payment.		Rs.11,67,389.90
			TOTAL	Rs.36,64,326/-	
10	Proposed	Arb. Tribunal	1 a) Additional expenditure in curred	1a) Rs.	1a)Rs.1,49,852/-
	replacement of	Sri M.A. Aleem	1 b)Laying of Service Road	1,98,497/-	1.b)NIL
	existing early steel	Sri KVB Reddy	1 c)Interest @ 24% p.a. from 9-6-01 to 9-	1.b) Rs. 27,200/-	1.c)NIL
	girders with precast	Sri Humla Naik	803.	1.c) Rs.	2.a)Rs 2,29,125/-
	PSC slabs in SC	Award Dt. 21-6-	2 a) Stoppage of concrete strengthening	1,18,298/-	2.b)NIL
	division	04	works	2.a) Rs. 3,27,000/-	3.a)Rs.43,000/-
	Agt.No. 1/BRS/2001-02 dt.		2b) Interest @ 24%pa. from 9-11-01 to 98-03.	3,27,000/- 2.b) Rs.	3.b) NIL 4.a)Rs.2,20,173/-
	30-04-01		3 a)Conducting NDT test	1,37,340/-	4.b)NIL
	Rs. 35 24,723/-		3 b) Interest @ 24% p.a. from 1-11-01	3.a) Rs,53,000/-	5.a)Rs 5,63,333 55
	Sri Vijaya Durga		4a) Change in specification of Concrete	3.b) Rs. 11,130/-	5.b)NIL
	constructions		4b) Interest @ 24% p.a. from 9-3-02 to 9-	4.a) Rs.	6.Rs.25,438/-
			803.	4,23,843/-	7.a)Rs 9,000/-
			5 a)Additional payment for night block	4.b) Rs.	7.b)NIL
			working	1,44,106/-	8.a)Rs 2,36,573/-
			5 b) Interest @ 24% p.a. from 9-2-02 to 9-	5.a)	8.b)NIL
			803.	Rs.7,14,064/- 5.b) Rs.	9.a)Rs.1,83,736/-
			6.Delayed payment 7 a) Overheads	2,57,063/-	9.b)NIL 10Rs 23,650/-
			7 b) Interest @ 24% p.a. from 9-4-02 to 9-	6. Rs. 25,438/-	Total
			803.	7.a) Rs. 21,000/-	Rs.16,83,880.55Ps
			8 a) Final bill due	7.b) Rs.6,720/-	. *
			8 b) Interest @ 24 % p.a. from 2 8-9-02 to	8.a) Rs.	
			98-03.	2,36,573/-	
			9 a) Refund of with held SD	8.b) Rs. 72,391/-	
			9b) Interest @ 24% p.a. from 284-02 to 98-03.	9.a) Rs. 1,83,7 <i>3</i> 6/-	
	l .	L	200J.	1,05,1501-	

11	Repairs to leaky rooffor Type-I,II &IIIquarters at BP A,S K ZR and MACH under ADEN/BPA in K ZI-BPA section AgtNo.58/North/20 02, dt.26-11-02 Sri V.Sambi Reddy	Sri K.V.Brah mand a Reddy, FA&CAO/WST/ E.Rly. appointed by Railway. Award pronounced by Scle Arbitrator on 3.6.2005.	TOTAL  1 Refund of E.M.D. 2 Refund of S.D. 3 Loss of advances 4.0verhead expenses 5 Mental agony 6. Tumover loss 7. Interest @ 24% p.a.on the above claims from the respective dued ates to the actual date of payment  TOTAL	9.b) Rs.40,422/- 10.Rs. 4,20,309/- Rs.34.l8 lakhs  1. Rs.20,000-00 2. Rs.43,375-00 3. Rs.165,000-00 4. Rs.90,000-00 5. Rs.200,000-00 6. Rs.160,000-00 7. To beworked out Rs.6,78,375/- + Interest	1.Rs.20,000-00 2.Rs.43,375-00 3.Rs.72,000-00 4.Rs.41,250-00 5.NIL 6.55,872-00 7.Simple interest @ 14% p.a. on claim No. 2 from 1 3.04 till the date of payment and on claim No.3,4&6 from 1/6/03 till the date ofpayment Total Rs.2,32,497/-+Int. @ 14% p.a. on claim Nos.2,3,4&6
12	'Culdapah – Proposed sub-way bridge 2.44 m x 2.75 m RCC box connecting main Island platform. Agt. No.290/GTL/89 of 25.589 Sri K. Govinda Reddy	Award pronounced by Sole Arbitrator Sri K. Ven kateswara Rao, Sr. DEN/Co- ord/GTL on 186.05.	1.Cost of shed constructed for the accepted work under the agreement2.Sal ary to the watchman from 1.6.89 to 22.1.91 (28 months X Rs. 900/-per month-  3.Shuttering sheets (Iron) and wooden supporters etc. 800 Kgs. Iron X Rs. 16 per kg  Wooden poles (150 No.s X Rs. 20/- each)-  4.Mixture hire from 1.6.89 to 15.6.90 @  4.000 X 12 months - Rs.48,000  5.Vibrator (hire from 1.6.89 to 15.6.90)  Rs.1200/- per month X 12 months-6.Cost of RCC casting boxes @ Rs.800/- each X 80 Nos  7. Steel cutting and bending-  8.Soiling stone and 40 mm metal, sand collected at the site-9 Management expenditureon work site-  10.Interest @ 24% p.a. on the items of work 1 to 9-  TOTAL	1. Rs.5000 2. Rs.25200 3. Rs.12800 4. Rs.3000 5. Rs.14400 6. Rs.64000 7. Rs.10240 8. Rs.20000 9. Rs.30000 10. Rs.241984	1.Rs.3,500/- 2.Rs.10,000/- 3.NIL 4.NIL 5.NIL 6.Rs.56,000/- 7.NIL 8.Rs.10,000/- 9.Rs.15,000/- 10 Rs.128,313/- Total amount 2,22,813/-
13	SC-WD section— Supply and leading of ballast between VKB— Mailaram	Award pronounced by Sde Arbitrator, Sri PLN.Sharma, Retd. Judge of High Court of AP.on	Claim No.1(A) Amount Of Advance To Labour Since January,1993. Claim No.1(B) Interest @ 24% P.A. Yearly Rest From Jan. 93 To 25.2.04 Claim No.1© Loss Of Business Tumover Etc. @ 15%	Rs.4,74,624/- 1a) Rs. 5,00,000,00 1b) Rs.13,63,450,00 1© Rs. 6,75,000,00 2(a) Rs, 2,000,00	1aNIL 1bNIL 1cNIL 2a. Balance amount payable to the contractor after deducting the seignionage fee, if

	stations	22.05.2005.	On Rs.5,00,000/-For 9 Years 10 Months.	2(b) Rs.	any, due by the
			Claim No.2(A)	2,639.80	contractor from
	AgtNo.62/W/BG/9		Final Bill Amount Claim No.2(B)	2© Rs. 1,500.00	Security deposit and final bill amount as
			Interest @ 24%PA. Yearly Rest From	3(a)Rs.	pertherates
	2 Dt. 29.12.92		1.10.98 To 25.2.04.	97,000.00	prevailing on the
			Claim No.2©	3(b) Rs.	dates of supply of
	Sri K.Raghu Rama		Loss Of Business Tumover Etc., @ 15% On Rs.2,000- For 5 Years.	1,28,03030 3© Rs.72,750.00	metal to Railways 2b N IL
	Raju		Claim No.3(A)	3 ⊕ Rs.72,730.00	2cNIL
	raju		Security Deposit Amount		3a. Balance amount
			Claim No.3(B)		payable to the
			Interest @ 24% P.A. Yearly Rest From 1.10.98 To 25.2.2004.		contractor after deducting the
			Claim No.3©		seigniorage fee, if
			Loss Of Business Tumover Etc., @ 15%	D 20 42 270 10	any, due by the
			On Rs. 97,000/- For 5 Years. TOTAL	Rs.28,42,370.10	contractor from Security deposit and
			TOTAL		final bill amount as
					pertherates
					prevailing on the dates of supply of
					metal to Railways
					3b.NIL
1.4	"CO1771 ·	CADM D	1	1 - )	3cNIL
14	"SC-KZJ section –	Sri P.N. Rai, CEGE &	1. a)Non payment of due amounts-	1a) Rs 85.117.50/-	1. a)Rs.49,533.70
	provision of ball ast	Presiding	b)Repayment of Security deposit amount-	1b) Rs. 20,385/-	b)Rs. 20,385/-
	11 . D11 . W	Arbitrator, Sri	c)Interest @ 24% p.a. compounded yearly	1c) Rs.6,48,533/-	c)NIL
	siding at Bibinagar"	D.K. Ramaiah, Dv.FA&	on 1,05,502/- from 1-7-93 to 1-11-02-d)Loss in legitimate earning at 10% p.a. to	1d) Rs. 1,28,054/-	d)NIL 2.NIL
		CAO/C-III/SC &	be compensated upto 01-11-02-2.Loss due	2. Rs. 2,80,000/-	3.Rs. 10,000/-
	Agt.	Joint Arbitrator	to expenditure incurred on over head		4.9% simple
	No.14/DEN/C/BG/S	and Sri A.G.Srinivas,	charges regarding follow up action.  3 Loss due to any other expenditure if		Interest from the $30^{th}$ day from the
	~~~	Sr.DEN/South/G	incurred on this account to be	3. To beworked	date of award.
	C/92-93 dt 21-8-92	TL & Joint	compens at ed.	out.	Total:
	0:344 :: P 11	Arbitrator appointed by	4.Interest payable on all claims amounts till date of actual payment	4. To beworked	Rs.79,918.70
	Sri MAnji Reddy	Railways.	tii dacoradda payndit	out.	
		Award			
		pronounced by the Arbitral	TOTAL	Rs. 11.62.08950/-+	
		Tribunal on 27-7-		Interest	
		05.		incorest	
15	Repairs to existing	Sri P. Venkata	Claim 1	Claim 1	Claim 1 1.Rs.143,077/-
	main drainage of	Raman a Sr.DSTE/SC&	Amount due for the work done 1) Transportation of pre-cast RCCBoxes-	1. Rs.212,000/- 2. Rs. 82,800/-	1.Rs.143,0///- 2. Rs. 30,690/-
	_	PAr	2) Jointing/Grouting of Boxes -	3. Rs.221,194/-	3.Rs.1,82,385/-
	South Colony Agt.	Sri P. Srinivas,	3)Removal of night soil -	4. Rs.177,870/-	4.Nil
	No.8/Co.ord/GTL/9	Dy.CE/C-II/RU &JA	4)Boiling of water 5)Items proposed in the final	5. Rs.396,000/-	Rs 3,92,962/- Claim 2
		Sri K.V.B. Reddy	variation statement as per rates		Rs.88,400/-
	7 dt21/1/97	Dy FA/Traffic &	proposed by the Railways –	G1 : 2	Claim3
		J A appointed by Railways	Claim 2 Refund of Security Deposit	Claim 2 Rs. 88400/-	Rs.1,20,000/- Claim 4
	Sri AGopi Chand	Award	Claim 3	Claim 3	Rs.1,00,000/-
		pronounced by	Payment of idling labour wages from	Rs 3,04,200/-	Claim 5
		the Arbitral	1/10/97 to 31/3/98 Claim 4	Claim4	Nil Claim 6
		Tribunal on 4-	Over head expenditure on maintenance of	Rs.2,43,869/-	Interest @ 14% on
		6-05.	est ab lish ment	, ,	claim 1(1) & (2)
			Claim 5	Claim 5 To be worked out	i.e.Rs.1,73,767/-
			Loss of profit on turnover 10% of the blocked capital per annum from	to be worked out	from May 1999 and @ 14% on the
			3 1/3/11998 till the date of actual payment.		balance award

16	MLY – Painting of Sted work in Diesel Loco Shed at Moula-Ali in HYB Division AgtNo.22/Sr. DEN/Co-ord/HYB, dt.15-12-99	Aw ard pionounced by the Sole Arbitrator Sri Anshuman Sharma, Sr. DEN/Co-ord/SC on31-8-05	Claim 6 Interest @ 24% p a on above claim amounts from 31/3/1998 till the date of finalisation of arbitration case. Claim 7 Cost of arbitration expenses.  TOTAL  1 To declare the alleged termination as null and void in the eye of law and violation of clause 61 of GCC 2 Damages caused due to termination of the contract. 3 Loss of advances paid to the Labour-4 Loss of profit at the rate of 10% on the agreement value of Rs. 1,53,000 = 5 Undue delay in releasing the EMD – 6. Any other future claims arising out of the agreement — 7. Interest @ 24% on claims No. 3 to 6 from the date of the claims fell due till date of realization TOTAL	Claim 6 To be worked out Claim 7 To be worked out Rs.17,26,333/- + Interest  1.  2. Rs. 5,00,000/- 3. Rs. 15,000/- 4. Rs. 15,300/- 5. Rs. 7,575/- 6. To beworked out. 7. To beworked out. Rs. 5,37,875/-	amount of Rs 8,83,747/- from April 98till the dae of realization Claim 7 Rs.10,000/- Total: Rs. 10,67,514/- + interest NIL Award
	Sri K.Prasad				
	of 50mm gauge hard and durable stone ballast and loading the same into BT at Tangaturu Depot AgtNo. 29/S/BZA/ 92, dt. 22-10-92 ShriD.V.Narasiah, Vijayawada	comprising Shri Arun Malik, CBE/SC, Presiding Arbitrator and Shri E.V.Krishna Reddy, Sr.DFM/GTL and Shri A.Venkata Reddy, Dy.CAO/WST/S C, Joint Arbitrator Award pronounced by the Arbitral Tribunal on 12-8- 05	Payment of the amount due including refund of Security Deposit Claim No. 2 Payment for the supply and stacking of 525 cum at Rs. 297/- (+Rs. 50/- per cum being revised rate for works carried out bey ond the original due date) Claim No. 3 Payment for revised rate @ Rs. 50/- per cum over the agreement rate for the quantity carried out beyond the original due date (4495 cum-1553=2942 cum) Claim No. 4 Reimbursement of extra expenditure incurred towards continuance of overheads and establishment @ 10% of the value of the contractin six months for the prolonged period from 26-2-1993 to 31-3-1997 Claim No. 5 Loss of business and profits @ 10% of the value of prolonged period from 26-2-93 to 31-3-07	2. Rs. 1,82,175/- 3. Rs. 1,47,100/- 4. Rs. 13, 23,000/- 5. Rs. 13, 23,000/- 6. Rs. 10,919/- 7. To bew orked out	subject to MRCC 2. NIL 3. NIL 4. NIL 5. NIL 6. NIL 7. 10% simple interestp.a. from 1- 4-97 to date of award on SD amount only
Supp	ly and stacking Shri CBE Presi	SC, Revis	ed rate for the quantity supplied after 2. Rs	Rs 30,74,694/- + Interest. 3,97,700/- 6,00,000/- 2,NI 22,11,600/- 3,NI	

of 50mm gauge	Arbitrator and	Rs 50/- per cum over the original	4. Rs. 22,11,600/-	4.NIL
hard and durable	Shri E.V.Krishna Reddy, SrDFM/GTL	agreement date (Quantity supplied 7.954/-xRs.50/-) Claim No. 2	5. Rs. 40,393/- 6. Rs. 4,725/- 7. Rs. 1,45,725/-	5.NIL 6.NIL 7.145,725/- subject
stone ballast and	and ShriG. Brahmananda	Compensation of salaries and wages paid to labour during the period of suspension	8. Tobe worked out	to MRCC 8. 10% simple
loading thesame	Reddy, Dy.CE/C/HX,	of work as per the order of Engineer-in- charge for 4 months.	oui	interest p.a. from 20-5-97 to the date
into BT at Ongole	Joint Arbitrators Award	Claim No. 3 Reimbursement of expenditure in curred		of award on SD amount
Depot	pronounced by the Arbitral	towards continuance of overheads and establishment beyond original completion		
Agt No. 5/SBZA/93	Tribunal on 13-8- 05.	period of 6 months. Claim No. 4		
,dt.12-01 <i>9</i> 3		Loss of business and profit @ 10% of the contract value		
Shri D.V.Narasiah,		Claim No. 5 Refund of penalty Claim No. 6		
Vijayawada.		P ay ment due for the work done Claim No. 7		
		Refund of Security Deposit Claim No. 8		
		Interest @ 24% p.a. from 1-4-97 till the		
		date of actual payment TOTAL	Rs.56,11,743/-	
Supply and stacking	Sri V.Balaram, CCE, Presiding	1.Refund of SD – 2.W ork done but not paid –	1. Rs.51,186/- 2. Rs.99,900/-	NILAward
of Ballast in KZJ-	Arbitrator, Sri B. Deva	3. Supply made but not measured – 4. Loss of advances –	3. Rs.7,49,250/- 4. Rs.32,50,000/-	
BZA section	Singh, CIE, Joint Arbitrator,	5. Amount paid towards compensation on loss of life and injuries due to accident at	5. Rs.1 50,000/- 6. Rs. 3 27,000/-	
between CKN-KMT	Sri E.V. Krishna	quarry –	7. To be worked	
stations	Reddy, Sr. DFM/GTL, Joint Arbitrator.	6.Overhead Expenditure – 7. Loss of turnover – 8.Loss of Profit –	out 8. Tobe worked out	
Agt.No.	Award pronounced by	9.Mental agony – 10. Interest @ 24% on the above claim	9. Rs. 6,00,000/- 10. To be worked	
52/South/01-02 dt.	the arbitral Tribunal on 27-8-	amounts with quarterly rests from the dates the claims fell due—	out 11.	
24-12-01.	05	11.Contractor not liable for risk and cost. TOTAL	Rs. 52,27,336/-	
Sri D P ravæn				
Kumar				
Supply,	Award pronounced by	Claim No.1 Payment for the quantity of 2050 cum		
stacking and	Sole Arbitrator Sri A.Venku Reddy, Retd.	already supplied.  (i) a. Out of this 2050 cum a quantity of 1450 cum was supplied	1 (i) a. Rs.7,97,500/-	6,38,000/-
dumpingof	District Judge on 20-8-05.	by October, 2001 for which legitimate due at Rs. 550/- per cum.	(i)b.	1.05.6541
50mm gauge		(i) b. Interest thereon at 18% from 1-11-01 to 15-03-04 towards unlawful detention of the amount	Rs.3,40,931/-	1,95,654/-
machine		(ii) a. Out of 2050 cum, the remaining quantity of 600 cum was supplied by January, 2002 for which legitimate due at Rs. 550/-	(ii) a. Rs. 3,30,000/-	-NIL-
crushed stone		per cum.	('') 1	
		(ii) b. Interest thereon at 18% p.a. from 1-1-02 to 15-3-04 towards	(ii) b. Rs.1,31,175/-	-NIL-

ballast from		un aw ful detention of the amount.		
KM 250 to		Claim No. 2 Amount paid towards advance for balance 1150 cumof ballast.	2(a) Rs. 2,50,000/-	-NIL-
254/6, 260/0		Interest thereon @ 18%p.a. from 1-2-02 fill date. ClaimNo. 3	2(b) Rs. 95,625/-	-NIL-
to 264/0 and		<ul><li>(a) Loss towards the payment made for idling of labour and machinery from 1-10-01 to 31-12-01.</li></ul>	3(a) Rs.18,07,120/-	NIL
268/0 to 270/0		(b) Interest thereon at 18% p.a. from 31-12-01 onwards.	3(b) Rs.7,18,330/-	NIL
between		(b) Loss towards the payment made for idling ofdumping labour from 1-2-02 to 31-3-02.	4 (a) Rs.2,80,000/-	NIL
ellampalli and Ramagundam		(c) Interest thereon at 18% p.a. from 1-4-02 onwards  Claim No. 5	4(b)	NIL
stations-		(b) Additional expenses incurred by the claimant on overheads at 10% of the value of contract	Rs.1,08,000/- 5(a) Rs.2,75,000/-	NIL NIL
quantity 5000		from February, 2002 onwards (c) Loss of business and profits at		
cum. Agt.		15% of the value of contract from February, 2002 to 18-6-02.	5(b) Rs.4,12,500/-	NIL
No.5/N, dt.		(d) ©Other contingent expenses at 1% of value of contract from Feb,02 fill settlement of matter	5( c) Rs.10,725/-	NIL
21-5-01		Claim No. 6  (a) To declare that the termination order passed by the respondents is null and void in	6(a) _	NIL
Sri R. Laxman		the eye of law. (b) (i) Final bill amount (ii) EMD amount	15,946/-	15,946/-
		(iii) Security Deposit (iv) Interest	22,000/- 1,23,000/- 49,083/-	22,000/- 1,23,000/- Claimant is entitled to the bank
			Total Rs. 57,66,935/- + Int.	interest accrued on the fixed deposit of EMD amount. 9,94,600/-
Agt.No.51/DEN/I/BZ	Arbitral Tribunal	1.Compensation for the loss suffered on account of expenses incurred on overheads	1. Rs 7,31,244-00 2. Rs1,76,000-00	1. NIL 2. Rs.30,000-00
A/2002, dt.19-4-02	Shri P.B.Parthasarathy,	and equipment and low of profit expected on completion of work	3. 50% of the agreed rates	3. NIL 4. NIL
for the workof "Deep	ne then Dy.CSTE/P- I/HQ as Presiding	2.Compensation for the extra expenditure directly incurred on the work	4. One year 5. Rs71,134-00	5. As per the FCC made by the
exreening of ballast	Arbitrator and Shri S.Shanthi Raju, Sr	3. Revision of rates for the balance work 4. Extension of time	6.To be calculated 7. Rs 60,000-00	Railway s 6. NIL
from Km 568/0-	DFM/BZA and Shri M.V.S.Raju,	5.Settlement of final bell 6.Inerest @ 18% compounded quarterly from	8 Total Rs.	7. NIL 8. Risk and cost as
	by .CE/C/HX as Joint Arbitrators on 19-10-	20-1-03 till date of payment of the above amounts as per interest act 1978	10,38,378/- + Int.108	decided by the Railways
DN lines between	05.	7.Cost of legal procedings 8.Cost against the Chimants		

BZA-KI stations"				
M/s. V.S.				
Constructions				
RU-GTL Section- CTR(P) Of	Arbitral Tribunal Sri K.V.Brahmanan da Reddy, the then	1.Final bill pending since January, 2001. 2.Refund of Security Deposit 3.Increase rate for item7-Deep screening due to more width of ballast	1. Rs.4,00,000/- 2. Rs.2,75,160/- 3. Rs.8,70,626/- 4. To be worked out 5. Rs.8,36,400/-	1. Rs.1,17,353/- 2. Rs. 2,75,160/- 3. Rs. 1,88,190/- 4. NIL 5. Rs. 2,50,920/- 6. Rs. 27,500/-
Exg 52 K g	Dy.FA&CAO/T and now FA&CAO (Con)/II, E.Rly Presiding	4.Extra rate for items done above 25% @ 10% of rate quoted earlier 5.Extra rate for removing jammed ERCs from released track @ 10/-perclip	6. Rs.11,0000/- 7. Rs. 8,70,626/- 8. To be worked out 9. To be worked	7. NIL 8. Rs.10,000/- 9. NIL Total Rs 8,69,123.
Rails On	Arbitrator and Sri P.Srinivas, Dy.CE/C/BAY	6.Overhead charges for extended period and till Jan, 7.20% extra on agt. value due to delay	out Total Rs. 43.52.812/-+	
PSC/Wooden/	and Sri R.P.Prajapati,	on account of issue of materials  8.Legal/arbitrtion cost @ 10% of award or actual cost	Int.	
Steel Sleepers-M+7	Dy.CEE/TRD/C /HQ as Joint Arbitrators Award	9.Interest @ 18% from Feb.01 to till date of payment on all the above items		
Density With	pronounced by the Arbitral Tribunal on 29-			
New 60/52	9-05.			
Kg. Rails				
LWR/SWR/F				
ree Rails On				
60 Kg. PSC				
Sleeper 13.94				
Kms. Between				
GPY-KMH				
Stations. Agt.				
No.186/SW/G				
TL/99 Dt.15-				

11-99.				
Sri Y. Sriniv asa				
Reddy				
Agt No.16/S/BZA/98, dt. 27-04-98 for the work of CTR(s) of existing 90R rails on ST/CST wooden sleepers with m (+4) density with 52 kg (SH) rails on CST(s+1) sleepers on Road No.1, 2, 3&4 in BTTR Yard Rs. 3,51,280/-Agency: M/s Prasad Engineering Services, Nellore.		1.Withholding of SD 2.Loss of amount as interest on SD of Rs. 25,00%- for 37 months i.e from 14-8-98 to 13-9-2001 the date of receipt of termination letter at 25% p.a. 3.Loss of amount due to payment of wages to a work force of 50 Laboures + 5 water Woman+ 1 supervisor for 95 days at Rs. 5,40%- per day from 20-4-1998 to 14-8-1998, the date of receipt of termination letter from the second respondent. 4.Loss of amount as interest on the amount paid as wages i.e. Rs. 5,13,00%-for the past 37 months at 24% per annum from 14-8-1998 to 13-9-2001. 5.Loss of profit at the rate of 15% on work value remaining i.e., Rs. 3,51,28%-6.Miscellaneous charges such as cost of tender, travelling expenses, contingencies etc, 7.Lawyer's charges 8.Further interest @ 24% p.a. from 13-9-2001 till the date of payment or decree, whichever earlier. 9.Cost of arbitration proceedings.	1.Rs.25,000/- 2.Rs.18,500/- 3.Rs.5,13,000/- 4.Rs.3,79,620/- 5.Rs.30,750/- 6.Rs.2,500/- 7.Rs.500/- Rs.9,69,870/- 8.Rs.9,70,000/- 9. not quantified Total Rs. 19,39,870/-	NIL
Agt No 54/DEN/I/BZA/2001, dt.7-9-01 for the work of "Provision of Electro Chlorination Plant in Vijayawada M/s Electroset Aqua Purifiers Ltd., New Delhi.	Arbitral Tribunal comprising Shri G.Nageswara Rao, Director/Geo- technical Engg./RDSO as Presiding Arbitrator and Shri A.Atchuta Rao, Secy. to CAO/C/SC and Shri P.Vijay Kumar DGM(G)/SC as Joint Arbitrators on 14-09-05 and correction to the award made by the Tribunal on 8-12-05	1. Illegal termination of contract and the expenditure incurred there to  (a) Cost of manufacturing the equipment together with transport and αther related expenditure.  (b) Expenditure incurred towards the salaries, traveling and Daily Allowances for camping at Vijayawada from 15-11-02 to 25-12-01 (41 days @ Rs.1800/- per day)  2. Refund of EMD 3.  Loss of profit on the contract value of Rs.7,79354/-4.  Loss due to effected business turnover on account of non-payment of the contract value due to illegal termination.	1a. 6,25,500/-  1b.73,800/-  1b.73,800/-  2. 18,400/- 3. 1,55,871/- 4.3,50,000/- 5. To be worked out  Total Rs. 12,23,571/- +  Int.	1.6,00,100/- 2.18,400/- 3. Nil 4. Nil 5. Interest @ 8% on the award amount of Rs.6,18,500/- from 26-01-02 (due date of completion) to

Agt. No.252/BZA/ 84 dtd. 17/12/1984 for the work "construction of staff quarters, type- I, II, III in Replacement of cy clone damaged quarters at Samalkot" Agency: Sri Rednam Lakshmip athi Rao, Kakinada	Sri K.Padmanabha Goud, Rtd District Judge Award dt. 30/10/96	5. Interest @ 24% p.a. payable on all the above claim amounts from the date of termination till the date realization  1. Extra overhead expenses due to prolongation of work  2. Extra expenditure on account of delayed execution of work  3. Idling of labour and machinery  4. Extra cost due to lack of space  5. Dewatering on various accounts  6. Belated payments affecting the progress of work  7. Payment of interest on claimed amounts	1.Rs.50,000 2.Rs.3,24,750 3.Rs.20,000 4.Rs.1,00,000 5.Rs.45,000 6.Rs.1,00,000 7. To be worked out Total Rs. 6,39,750/- + Int.	the date of award i.e. 14-09-05.  1.Rs.50,000 2.Rs.3,24,059 3.Rs.10,000 4.Rs.1,00,000 5.Rs.45,000 6.Rs.1,00,000 7.18% p.a S.I from 30/10/96 to date of actual payment or date of decree whichever is earlier. Award amount Rs.6,29,059/- Interest @ 18% on award amount from 30-10-96 to 5-12-05 = Rs.10,31,174/- Total - Rs.16,60,233/- Interest @ 18% on Rs. 16,60,233/- from 05-12-05 to 10-01-06 (As per court orders) - Rs. 9,825/- Arbitrators fee (As per court orders) - Rs. 25,000/- Total amount payable as on 10-01-06 - Rs.16,95,058/-
Agt No 596/GTL/9 0, dt.30-11-90 "Provision of Facia Board for the existing shelter on platform No.3 & 4 (105 mtrs) at Renigunta". Agency: Shri V.Ra ma Subba Reddy.	Award pronounced by the Sole Arbitrator, Shri M.S.Bansode, Sr.DEN/Co- Ord/Mysore on 29-11-05.	1.Refund of amount recovered from other contract works. 2.Loss incurred in procuring the materials for cutting, welding and riveting the frames 3.Loss of advances made to labour 4.Loss on account of establishment charges 5.Interest @ 24% p.a. from the date of recovery, i.e., 4-9-98, to the actual date of payment of Rs.12,000/-Settlement of final bill 6. Interest @ 24% on claims Nos.2,3 & 4 from the date of termination of the contract (7-08-91) to actual date of payment.	1. Rs.12,000/- 2. Rs.1,00,000/- 3. Rs.40,000/- 4. Rs.60,000/- 5. To be worked out 6. To be worked out Total Rs. 2,12,000/- + Int.	1. Rs.12,000/- 2. NIL 3. NIL 4. NIL 5. Rs.15,660/- 6. NIL Award amount - Rs. 27,660/- Interest @ 18% p.a. on award amount from 29- 11-05 to 16-1-06

Agt No.11/DEN/C/BG/93-94,dt.17-05-1993. Proposed widening of cess between Lingampally and Pembarthi section to the required standards for UP and Down lines." Agency: Sri M. Kondal Reddy	Award pronounced by Sri C.Gopal Reddy, Rtd. District Judge on 10-12-05	1. Loss due to the payment made to the labour 2. Loss due to delay in finalizing the contract 3. Loss due to expenditure incurred on overhead chares 4. Loss of profit on the amount of Rs.6,35,000/- value of the work left by the respondent despite the readiness of the petitioner to execute the same	1. Rs.18,61,784/- 2. Rs.10,30,675/- 3.Rs. 4,03,480/- 4. Rs.3,18,250/- Total Rs. 36,14,189/-	- Rs. 668/- Total amount payable as on 16- 01-06 - Rs. 28,328/-  1. NIL  2. Rs.11,65,650/- 3. NIL  4. NIL
Agt.No.SK/32 dt. 22/8/88 Supply and leading of ballast at MLY goods yard. Sri M.Venkat Rao, Hyderabad	Award pronounced by Sri P.Rangayya, Retd Judge on 26/12/2005	1.Balance due for the work done	1.Rs.2, 70,000/-	1.Refund of Security Deposit of Rs.83,201/- along with interest @ 18% p.a from 29/10/93 till date of realization. 2.To pay Rs.25,000 towards Advocate's fee for which the counsel for the claimant is entitled under Advocate's fee act. 1.Rs. 31873/-
the existing drainage arrangements and miscellaneous urgent repairs at Diesel Shed, MLY -	pronounced by the Sole Arbitrator Shri C.V.N.Sastry .Redt. Judge of High Court of A.P. on 20-01-	2. Amount due for the additional works carried out 3. Refund of Security Deposit 4. Interest on above amounts @ 24% p.a. from 25-08-99 till date of payment	Rs.10, 44,500/- 3.Rs.31,747/- To Be Worked Out Total: Rs. 13,46,247/- +	1.RS. 51873/- 2. NIL 3. Rs. 31,747/- 4. Interest on Rs.63,620/- @ 12% p.a. from 25-08-

Agt.No.62/DEN/C	06		Int.	99 till the date
entral/HYB, dt.31-				of award (20-
03-99				01-06) and
Contractor. Shri				future interest
Y.Satyanarayana.				at the rate of
				9% p.a. fro m
				the date of
				award (20-01 -
				06) till date
A N		1 1 1	1 D 21 00 000	of payment.
Agt.No. 60/Sr.	Award	1.Idling charges for trucks @	1.Rs.21,00,000-	Amount payable to
DEN/S, Dt. 24-2-	pronounced by Justice B.V.	Rs.25,000/- p.m. for seven years from	00 2 Pa 2 27 220	the claimant as per
94 For The Work Of KZJ-BZA	Rangaraju, Sole	1994-2001 2.Payment of transportation of cement	2. Rs.3,27,320- 00	negotiated offer on 08/12/2005.
Section – Fixing	Arbitrator dated	45 MT from SC to KMT	3.To be worked	1.Rs. 1,00,000-00
Of Railway Guard	10-3-2004	3.Loss of business turnover	out	2.Rs.2,26,431-81
Rails In Bridges.	10-3-2004	4.Interest on claims No. 1 and 2 above	4.To be worked	3.Nil
Agmcy:		from completion to till date of payment	out	4)i)Rs 40,375-00
Sri K. Ramesh		5.Refund of S.D.	5.Rs.15,300-00	(on claim no.1)
Sil K. Kanesii		6.Interest on claim No.5 from July 1994	6.To be worked	4)ii)Rs.91,565-30
ĺ		to 15-04-2003 @ 24% p.a.	out	(984 days ( from 1-
		7. Arbitration Cost	7.Rs.45.000-00	7-01 to 10-03-04
		Total	Total: Rs.	@ 15% p.a on
		Interest @ 18% p.a from 11-03-04 to 8-	24,87,620/- +	claim no.2 ie, on
		12-05 i.e.,date of Negotiations (638)	Int.	Rs. 2,26,431-81)
		days)		5.Rs.15300-00
				6.Nil
				7.Rs.30,000
				Total - Rs.
				5,03,672-11
				Rs.1,44,217.67
				(Interest @ 18%
				p.a on
				Rs.4,58,371)
				Grand total
				Rs.6,47,889.78
				, ,
				Less 5% flat
				reduction i.e.,
				minus
ĺ				Rs.32,394.48
1				Net total amount to
ĺ				be paid to the
1				claimant as per
1				negotiations is
				Rs.6,15,495.30
Agt.No.9/Sdt.	Award	1.	1.Rs.1,20,000/-	1.Rs. 97,303/-
27-5-94	pronounced by	Release of SD	2.Rs.5,25,000/-	2.NIL
94 for the work of	the Arbitral	2.	3.Rs.34,56,000/-	3.NIL
"Exg. 52 Kg. 1 in	Tribunal	Over head charges @ Rs. 5,000/-p.m.	4.Rs.18,526/-	4.NIL
12 points &	consisting of Sri	from Dec 1994 to Aug 2003	5.Rs.3,84,007/-	5.NIL
crossings complete	A.K.	3.	6.Rs.4,662/-	6.NIL
set and laying the	Khandelwal, Ex.	Idle Labour charges 30 Men X Rs. 60-	7.To be worked	7.NIL
same with fan	Dy. CE/C-	per day X 64 months (Dec 96 to Mar 00)	Out	8.NIL
shaped layouts on	III/SC, Presiding	4.	8.Rs.40,000/-or	Rs. 97,303/-
PSC sleepers 60 kg	Arbitrator and	Excess recovery of mineral revenue	5% of the award	Award carries an
rails and CMS	Sri Sudhir	5.	amount	interest of 9% p.a.
crossings"	Chiplankar, Sr.	20% extra, over rates paid for extended	Total: Rs.	if not paid within
Agency: M/s. M.R.	DEE//HYB &	period	45,48,195/- +	three months.
Raju constructions	Sri S. Shanthi	6.	Int.	
	Raju, Sr.	Refund of Sales Tax, Labour cost		
	DFM/BZA,	recovered		

	Joint Arbitrators on 14-02-06	7. Interest @ 24% on above 6 items fro m April 2000 to till final payment of the claims 8. Legal expenses		
Supplying, stacking and leading of 50 mm stone ball at between Km201/1-12 to 206 between MLY-CHZ section - Agt No.SK/4 dtd.10-0499 Contractor. Shri R. Venkata Reddy.	Arbitration Award pronounced by the Sole Arbitrator Sri D.V.Ramana Murthy, Retd. District Judge on 28-01-06.	1.Loss due to forfeiture of advances made to labour, vehicle owners and payment of ille wages, Hire Charges.  2.Non payment of Rs.56, 304/- towards the work done i.e. leading/dumping ballast along side the track  3.Refund of Security Deposit  4.Loss due to affected business turnover on account of inordinate and unreasonable delay for not making payment of due amounts  5.Loss of establishment due to unreasonable prolongation of work from JAN,1993 to 31-08-97  6. Interest @ 24% on all the claims from1-01-93 till the dateof realization.	1.Rs.2, 04,600/- 2.Rs.56,304/- 3.Rs.29,200/- 4.Rs.8, 80,000/- 5.Rs.1,53,000/- 6.To be worked out Total: Rs. 13,23,104/- + Int.	1.NIL 2.Rs.37,448/- 3.Rs.29,200/- 4.NIL 5.NIL 6.Interest @ 12% p.a. on claim No.2 for Rs.37,448/- and claim No.3 for Rs.29, 200/- from 1-01-05 till the date of payment.
Suply & stacking of hard stone ball ast 50 mm gauge (granite quality) at Lingampalli Station Yard and leading from stacks and dumping into the track at Lingampalli Station Yard. Quantity 5000 cum Agt.  No.136/W/BG/88, dt.18-01-89 M/s Ramakrishna Constructions.	Award pronounced by the Sole Arbitrator Sri K.Venkateswara Rao, Sr.DENCo- Ord/GTL on 17- 02-06	1. Illegal with holding of final bill 2. Non payment of SD 3. Illegal retention of final bill resulting engagement of part time supervisor 4. Loss on account of non-execution of further contract works due to illegal withholding of final bill and SD amounts. 5. Cumulative interest payable on all claim amounts till date of payment 6. Costs	1. Rs.7,452-00 + Interest 2. Rs.52,500-00 + Interest 3. Rs. 28,000-00 4. Rs. 7,00,000-00 5. To be worked out 6. Rs.20,000-00 Total Rs. 1,14,952/- Plus Interest.	1. Rs.7,303-00 Without interest 2. Rs.52,500-00 without interest 3. NIL 4. NIL 5. NIL 6. NIL Total Rs. 59,803-00 Minus Recovery towards seigniorage charges for 4959.213 cumof ballast @ Rs.10/- per cum 49,593-00 Net amount to be paid to the claimant Rs.10,210-00
Supply and stacking of 50mm gauge hard and durable machine crushed stone ballast at NLP D Depot and loading the same into ED/Hopper/Tra ffc Ballast wagon by mechanical/	Arbitration award pronounced by Sri S.Vivekananda, Dy.FA/C/II/SC On 28/12/2005.	1. Idle charges of machinery, men and labour for the period 2-9-04 to 11-10-04 at Rs. 16,500/- perday for 39 days. 2. Refund of Security Deposit which stands forfeited. 3. Refund of penalty imposed illegally 4. Interest on the above amounts payable @ 18% p.a. from the day it actually fell due till its realization.	1.Rs. 6,43,500/- 2.Rs. 3,00,000/- 3. Rs. 9,022/- 4.To be worked Out Total: Rs. 9,52,522/- + Int.	1. Rs. 4,12,500/- 2. Rs. 3,00,000/- 3. Rs. 9,022/- 4.  a) 12% annual simple interest from 2-09-04 up to date of the award. b) 5% annual simple interest from the date of publication of award till actual

manual means Agt No 50/SrD EN/GNT/04 dt. 30-6-04 Value: Rs.94,39,100/- M/s V.S.Engg.(P) Ltd., Hyderabad			receipt by the claimant Plus interest @ 5% p.a. should be paid on the award amount from date of award till date of actual payment if award amount is not paid within 30 days from the date of award. Total: Rs. 7,21,522/-+Int.
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## 3.1.11 ARBITRATION AWARDS OF 2004 - 2005.

Details of the awards decided and paid to the contractor during the period 2004-2005 (Engg. Department PCE/OL/SC)

S1.No	BriefDescription of contract and its value	Name of the contractor	Value of the claim	Brief Description of the claim points for Arbitration	Name of the arbitrators	Whether arbitration award is against Rly/ Contractor	Award Amount
01	Repairs to	M/s Gudimetla	Rs. 1,76,		Sri M.V.S. Ramaraju	In Favo	NIL
	officers	Constructio ns	296. 34		Dy.CE/C/H		
	chambers of	115	J <del>-1</del>		appointed by	ays	
	PCE office				Railway s		
	Open Line						
	Agt.No.7/DE						
	N/C/HYB						
	dt.31/5/00.						
02		Sri M. Venkata Rao			Sri MR. Reddy Retd Judge	Award is against Railways	
03	Tree plantation at akot station Agt. No.	Sri K. Raghu Rama Raju	6,30,3 32/-	1.Final Bill Amount 62,127/- 2.Refund Of Emd & Sd 12,900/-	Sri K. Govind Rao, Retd.	Award is against	62,127/- 12,900/-

	20/05/01/01/01/05	Ī	1	Ta 12	T 1	L	
	28/DEN/N/HYB			3.a) Interest On Final Bill From 1- 1-85 To 16-05-03 @ 25% p.a. 2,74,082/- b) Interest On Emd & Sd From 30- 07-85 To 16-05-03 - 55,083/- 4.Loss Of Business Tumover 1,76,140/- 5.Ovemeads - 50,000/-	Judge	Railways	Interest @ 12% p.a from 5-12- 2000 to date of payment NIL NIL
04	Construction of Ty pe _I Qtrs. 46 units in replacement of old 'K' ty pe Qtrs.	Sri M. Ganesh	86,24, 154/-	1.Idling of Labour 8,67,975/- 2.Delay in part payment of final bill - 3,64,366/- 3.Amount illegally detected by Rly from the final bill and deduction due towards empty cement Bags 15,248/- 4.Delayed part payment of SD 57,375/- 5.Balance SD withheld 97,648/- 6.Interest @ 24% p.a.	Sri A. Seetharam Reddy, retd. Judge	Award is against Railways	NIL  NIL  1,96,604/-  NIL  NIL  15,000-  NIL  Total  2,11,604/-
05	"SNF- provision of RCC aprons for 3 spans including Drainage arrangements" Agt. No. SK25 dt 5.3.1993	Sri Rajendara Kumar		1.Exp. On wastage& idling a) Rs. 8,68,400/- from 16-12-92 to 15-4-93 b) Rs. 18,45,350/- from 15-8-93 to 30-04-94 c) Rs. 72,366/- from 18-05-94 to 28-05-94 d) Rs. 4,34,200/- from 8-9-94 to 14-11-94 e) _Rs. 2,17,100/- from 29-06-95 to 29-07-95 f) Rs. 7,23,666/- from 18-8-95 to 13-11-95 2. payment due for RCC 1:2:4woik Rs. 12,00,000/- 3.Extra overhead charges Rs. 23,40,000/- 4. Loss of Business profit Rs. 23,40,000/- 5. Increase in rate 60% Rs. 12,00,000/- 6. Loss of Productivity 25% Rs. 6,50,000/- 7. Transport of cement to Dornakal Rs. 5,000/- 8. Payment due for works carried out Rs. 4,00,000/- 9. Refund of SD Rs. 1,50,000/-+ interest 10. Interest @ 24% from 1 to 8 from 16.03.96 till date of payment 11. Exp. On skeleton establishments 3%	Sri JS Tolia, CE/CIVSC Sri P Sivaram Prasad Sr. EDPM/SC Sri B.Gopi Singh Prof. Training IRISET/SC	Against Railway	Rs. 49,59,705.30
06	Supply stacking and leading into trackby head bads 50 mm gauge ballast between km 166& 171 bet. Bhalki & Udgir on VKB- PRLI Section	M.Venkat Rao		establishments 3%  1 a) Final Bill Amount Rs. 75,000/- b) Int. @ 24%.p.a from1-4-97 till date offiling claim statement Rs. 1,05,250/- 2 a) Refund of SD Rs. 62,709/- b) Int. @ 24% p.a. from1-4-97 till 5-02-03 Rs. 88,000/- 3. compensation for losses of	Justice V. Neelahi Rao	Against Railways	1. Rs. 6846/- 2. NIL 3.Rs. 65,748/- plus int. @15% p.a. from 1-7- 97 till 30-6- 2000 and 12% p.a. from 1-7-

				legit mate earnings 4. Arbitration Costs			2000 till date ofpayment
				5. Cost of proceedings			4.NIL 5.NIL cost of
							proceedings Rs. 1500/-
07	Loading of 50 mm Stone Ballast PWI/MBNR Section	Sri Vijaya Durga Traders		1.Payment OfFinal Bill Rs. 35,000/- And SD Rs. 12,000/- With Cumulative Interest @ 24% P.A. 2.Loss Due ToPayment OfIdle Wages To Labour Rs. 75,000/- 3.Loss Due ToProlonged Period OfContract From 27-04-90 To The Date & Closing I.E On 12-08-94 Rs. 1,82,000/- 4. Loss Due To Effected Business Turnover Rs. 3,76,000/- 5. Loss OfProfit On Balance Value Rs. 7254/- 6. Cumulative Interest Payable On All Amounts Till Date Of Realization 7. Costs Rs. 25,000/- Total: Rs. 7,12,254/- + Int.	Dy. FA&CAO/Sur vey/SC Sole Arbitrator	For Rlys.	1.SD Rs. 12,000'- only.
08	Construction of drains and retaining walls at km. 22/6 to 22/3 in Sadashivpet Road Station Yard on VKB-PRLI Section	Sri M.Venkat Rao		1a) Loss due to non payment of Final Bill 66,353/- 1b) Interest from 1-10-2000 till 16- 2-2003 @ 24%p.a - 37,81950 2) compensation for loss of legitimate earnings - 61,929.50 3) Loss due to advance amounts forfeited by the supplies and labour - 90,000/- 4) Loss due to non-payment for the bldg materials collected at site but not measured - 34,200/- 5) Loss due to additional expenditure incurred on establishment and overheads - 1,10,000/- 6) Loss due to affected productivity towards rescinded portion of work - 44,939/- 7) arbitration costs - 20,000/-	Sri B.V. Ranga Raju, Retd. Judgeof High Court	Against Railways.	1a) 66,353/- 1b) Int. @ 15% p.a. on 66,353/-from 29.09.2000 t0 10.06.04 36,778.27 2) 20,000/- plus 11,091.67 Int. @ 15% p.a. on 66,353/-from 29.09.2000 t0 10.06.04 3) and4) NIL 5) 15,000/- plus 8,318.75 Int. @ 15% p.a. on 66,353/-from 29.09.2000 t0 10.06.04 6) NIL 7) 10,000/- Total – 1,67,540-94
09	Improvement of running room on south side colony at Hubli	Sri C. Paragunan	Rs. 5,22,9 05/-+ Int.	1.Final bill recorded and pending since November 1999 2. Refund of Security Deposit 3. Establishment Charges for prolonged period of 14 months 4. Over head charges @ 20% of agreement value 5. Legal expenses @ 5% of the award or actual expenditure 6. Interest @ 18% on items 1 to 4		In favour of Rlys	1.97,060/- 2.14,205/- 3.NIL 4.NIL NIL 6.NIL TOTAL- Rs. 1,11265/- if paid after 2 months int @

				above from November,1999 till payment made			10% p.a. from dt of award
10	Supply & stacking of 50mm ballast at MBL depot and loading into ballast wagons	M/s Bhavani Constructions	Rs.59, 13,602 /-+ Int.		Arb. Tribunal presided by sri R.V. Subba Rao, FA& CAO/CII/SC	Against Railways	Refund of SD Rs. 3,00,000/-+ amount withdrawn by other units to be paid within one month lest int. @ 6% shall be paid
11	Repairs to Ground Level Reservoir II	Sri P. Nagabhushana Rao			Sri B. Atchaiah, retd. District Judge		1.Refund of SD Rs. 21,736- 3a.Work done for bailing out of water Rs. 15,000- + Int. @ 12% p.a. from 1-1- 97 till the date of payment.
12	RU-TPTY Sec. Collection and stacking of 50mm HBS Ballast along the track from km. 81/1 to 92/4	M/s Keerthi constructions/ TPTY	Rs. 71,67, 759/-plus int. @ 24% on Rs. 20, 37,082		Arbitral Tri bunal Sri Mohan Lal PA Sri KP Johny JA & Sri EV Kri shna Reddy JA	In favour of Rlys.	NIL
13		M/s. Kusuma Constructions	Rs. 89.88 lakhs		Justiæ Y.V. Narayana	Against Rlys.	16.83 lakhs
14	Sc-dwn. Pro. Relacement of exg. Early steel girders with precast PSC sleepers	Sri Vijaya Durga constructions	Rs. 34.18 1akhs			Against Rlys.	Rs. 16,83,880.55 Lakhs
15	Repairs to staff toilets at Railnilay am-SC	Sri K.Prasad	Rs. 7.06 lakhs + int.		Sri KVB Reddy, Dy. FA&CAO Sole Arbitrator	Against Rlys.	Rs. 3,66,684/- + int.
16	BZA division  – BVRM-NS section – Br. No.182 exg. 1 X 3.05m RCC Slab at km 2/7-8	M/s. Siri Engg. Contractors Vijay aw ad a		Compensation of or loss suffered on account of expenses incurred on overheads and equipments and loss of profit expected by completing the work.	Retd. Justice V. Rajagopal Reddy, Sole arbitrator	Rs. 9,45,22 9/-	NIL award. Further directed the claimant to pay Rs.50,000/- towards share of arbitration fee and Rs. 10,000/- towards costs to Railways.
17	(1) CTR(P) of 52	Sri G Venkaa		1.Compensation for loss suffered	Sri P.	For Rlys.	1.Rs.

	kg./72 UTS on PSC sleepers M+7 density bet. RJY- APT stations (2) TRR(P) of exg. 52 Kg./72 –UTS on PSC sleepers between RJY- DVD (3) CTR(S) of exg. 52 Kg. At APT	Subbaiah Vijayawada		etc.,Rs. 9,45,229/- 2.Compensation for the extra expenditure directly incurred on the work Rs. 2,25,000/- 3. Revision ofrates for balance work To be worked out 4. Extension of time 12 months 5. Settlement of final bill Rs.91,916/- 6. Interest @ 18% To be Worked Out 7. Cost of Arbitration expenses Rs.72,000/- 8. Non-liability of risk and cost against the contractor	Venkata Ramana, Dy. CSTE/P/T/SC Presiding Arbitrator Sri D.K. Ramaiah , Dy. CAO/C&P/S C Sri P.Srinivas Dy. CE/C- II/RU		1,16,587/- 2.NIL 3.NIL 4.NIL 5.Rs.28,492/- 6.Interest @ 9% 7.Rs. 20,000/- 8. Termination of Contract has been held to be illegal. Total: Rs. 1,65,079/- Plus Interest @ 9% per annum from 15-04-03 till the date of realization on Rs. 1,45,079/- (claim No.s 1 & 5 only)
18	SC-DNC Section-Provision Of Underground Telecommunication Cable – Civil Engg. Portion Of Work-Construction Of RoomFor Repeater Station At 1.Umdanagar 2. Balanagar 3. Mahaboobnagar 4.Konnur 5.Itikyala And 6.Dupadu stations	M/s. Pradeep Enterprises	Rs. 4,31,3 29/-+ int.	1.Loss Of Business Tumover Rs. 1,00,000/- 2.Cost Of Construction Of Oil Room At MBNR To Be Worked Out 3.Loss Of Advances Men & Material At Konnur Rs.50,000/- 4.Damages – Breach Of Contract & Termination Of Contract Rs.2,50,000/- 5. Amount due to violation of quantities exceeding beyond 25% payable To be worked out 6.Amounts due for work done so far (80%) 7. Refund of SD – Rs,31,329/- 8.Interest @ 36% on all the amounts due.	Sri P B. Patthasarathy, Dy.CSTE/Hqr s/Works	For Rlys.	1.Nil 2.Nil 3.Nil 4.Nil 5.Nil 6.Nil 7.Rs.31,329/- 8.Nil Total: Rs. 31,329/-
19		M/s. Chalamala constructions	Rs. 4,67,7 96/-+ int.@ 18%	uniouris duc.		Against Rly.	Rs. 1,30,097/- + int. @ 18%
20	Tuni-Extension of exg. Platform Nos. 1&2 to accommodate 24 bogies.	M/s. Sain ath Company	Rs.6,0 8,890/ - plus Int.	Refund of SD-58,890/- Amount due for work - 2,50,000/- Loss of advances labour- 70,000/- Overhead expenditure - 60,000/- Loss of adv. Material - 1,30,000/- Cost of arbitration - 40,000/- Interest - @ 18% p.a on the above	Judgeof High count	Against Rly.	58,890'- 1,43,046/- NIL NIL NIL Total Rs. 2,01,736/- plus 12% int. from 1-11-99 till date of payment
21	Making up the cess from Km. 372/3	Sri M.Venkat Rao	Rs. 1,26,2	Loss reduced scope of work – 5,280/-	Sri A.K.Goyal	Against Rly.	NIL 12,647/-

	and 452/8 at PWI/UMRI Jurisdiction		80/- Plus int.@ 24% p.a.	Loss undue dday in finalizing the contract – to be worked out Loss undue dday in closing the contract –28,000/- Loss additional overhead expenditure –93,000/- Int. @ 24% pa.	Dy. CE/C- I/SC		NIL 5,000/- 28,22 V- TOTAL 45,868'- plus Int. @ 12% p.a. from 14- 01-05 till date of [ayment
22	VKB-PRLI section proposed deep screening, supply and leading of ballast bet. Km. 48.50 to 71.71	Sri M.Venkat Rao	Rs. 10,55, 255/- Plus Interes t @ 24%	Delay-release of final bill – Rs.2,24,000/-+ int. Refund of SD-Rs.1,39,880/- Int on SD @ 24% from 1-3-98 to 18-1-03 Int on SD @ 24% from 19-01-03 till date of payment. Loss- legitimate earnings from 1-3-98 to 18-1-03 – Rs 5,02,435/- Further compensation from 19-01-03 till date of payment Advocate fee, arbitrator fee and secretarial costs –20,000/- Total Rs. 10,50,255/- Plus interest	Retd.Justice THB Chalapathi	Against Rly.	NIL Rs. 1,39,880/- NIL NIL Rs. 3,52,391/- Total Rs. 4,92,271/- Plus interest @ 9% p.a. from 11-5- 98 till date of payment. Both the parties should bear their costs.
23	Emergency restoration of Breaches bet. SKM-TTU stations	Sri M. Krishna Reddy	Rs. 1,26,5 5,979/ - Plus interes t @ 18% there on		Justiæ A. Seetharam Reddy, Former Judge, AP High Court	For Rly	NIL
24	OP NO. 83/2000 Replacement of wom out rod operated points by electrical operation – North and South Cabins – raising of floors - Bitragunta OP No. 438/2000 Restoration of track due to derailment of DCM special goodson down line at Km. 209/2 to 212/12 between Bitragunta and Sri venkates wara Palemstations	M/s. Prasad Engg. Services		OP No. 83/2000 Rs. 51, 722/-plus Int. @ 24% from 16-09-02 till date of payment OP No. 438/2000 Rs. 3,01,665/-plus int @ 24% from 6-10-2002 till dateof payment	Sri R.Bala Subrahmanya m, Retd. CE, S.E.Rly.	Against Rly.	OP No. 83/2000 Total Rs. 45,403'- Plus interest @ 18% on Rs. 27,638/- From the date of award 31-10-04 till date of payment. OP No. 438/2000 Total rs. 83,922'- plus interest @ 18% p.a. on Rs. 48,769'- From the date of award 31-10-04 till date of payment.
24 a	OP No.	M/s. Prasad Engg. Services		OP No. 439/2000	Sri R.Bala Subrahmanya m, Retd. CE,	Against Rly.	OP No.
	439/2000  Replacement Of Womout			Rs. 3,64,518/-Plus Interest @ 24% p.a. on Rs. 2,45, 058/-beyond 30-9-2002 till date of payment or decree whichever earlier.  OP No.450/2000	S.E.Rly.		439/2000 Rs. 3,21,731/- Plus Interest @

	Leverframes And Point Connections At Gdr & Bttr OP No.450'2000 Nlr-Constn. Of Type-I Qtrs10 Units D/S Leftover Work			Rs. 10,48,585/- Plus Interest @ 24%p.a. on Rs. 5,82,285/- beyond 30-9-2002 tilldate of payment or decree whichever earlier. Plus cost of arbitration Rs. 19,280/-			18% p.a. on Rs. 2,44, 237/- from date of award 24-11- 04 till date of payment OP No.450/20 00 Rs. 4,27,510/- Plus Interest @ 18% p.a. on Rs. 2,86,280/- from date of award 24-11- 04 till date of payment
25	GDR-BZA section replacement of early steel girders with welded girders to MBG standard for Br. No. 275.	Sri B. Srinivasulu	Total Rs. 15,35, 127/- plus int.@ 10%		Arbitral tribunal presided by Sri A. Venkat Reddy, dy. FA&CAO /C-III, Sri K.P. Johny, Dy.CE/C/Plg/ SC & JA Sri G.Brahman an da Reddy, Dy.CE/Con/B ZA	Against Rly.	Total Rs. 2,38,700/- with int. @ 12% p.a. from 15-1204 till date of payment plus FDR worth Rs. 59,209/- to be released
26	ASC Zone from Puma to Nanded	M/s. Rajeev Traders	Rs. 21,35, 659/- with CI @ 24% from Januar y 2003 till date of payme nt plus award costs		Retd. Justice Sri THB Chalapathi	Against Railway	Rs. 43,222/- with SI @ 10% p.a. from 28- 10-1997 till date of payment
27	GTL Divn – Repairs to under ground drainage arrangements in south colony	Sri M. Krishna Rang ai ah	Rs. 9,02,9 27/- plus int.			Against Railways	1.Rs. 35,497/- with Int. @ 12% p.a. from 31-1201 to 4- 01-05 2.SD (FDR) for Rs.

							77,850- to be released
							together with the bank interest
							3.Differential
							amount to mzke good12%
							p.a. on Rs. 77,
							580/- (FDR) from 31-12-01
							to 4-1-05 if the
							interest by
	The second of th	M/ C 1	<b>D</b>	1 D C 1 CFMD A	G 1: D 11		bank isless than 12%.
2	Transportation of points & crossings	M/s Salma Constructions	Rs.	1.Refund of EMD Amount of Rs. 12,000/- with Interest @ 480/-per	Sambi Reddy Sailender	Against Railwa	1.Rs. 12,000/- with interest @
8	and other P.Way		3,07,	month from Aug. 1993 till 31-8-	Singh,	ys	6% p.a. fro m
	materials from MLY to various		200/	02-To be worked out 2. Overhead Charges- Rs. 42,200/-	Nirupama Kumar on		14-1094 till the date of
	PWI units.		Plus	3. Loss of business and profir Rs.	28/1/99		payment
	AgtNo48/W/BG/		int.	63,300/- with interest @ 24% p.a. from 15-12-1995 till 31-10-2002-	Sambi Reddy replaced		2.NIL 3. Rs. 63,300/-
	93; dt.15/10/93		me.	To be worked out	Sanjeev		with interest @
				4. Incidental and contingent	Agarwal on		6% p.a. fro m
				expenditure- Rs. 2,65,000/-	4/7/00 Sri K.		14-10-94 till the date of
					Govinda		payment
					Rao.,Retd Dist.Judge		4.NIL Total-Rs.
					Appointed by		75,300'- with
					High Court of		interest @ 6%
					A.P. A.A.No.78/20		p.a. from 14- 10-94 till the
					01 2/4/2002		date of
2	CTR work of	Sri Abdul	Rs.	Claima 1 to 4 Amount due to the	Sri K.	Against	payment Claima 1 to 4
$\frac{2}{9}$	CIKWOIKOI	Khyyum	25,2	contractor as on 23-10-96	Ramakrish	Railwa	Amountdueto
	52kg, 60kgrail	Trily y airi	2,54	Rs. 7,21,532.01 5. Compensation towards loss of	na,	ys	the contractor as on 23-10-96
	cang congrum		5.57	profitability-Rs. 77,67310	Dy.CE/CII/		Rs. 3,55,988/-
	on 60kg PSC		with	6. Compensation towards damages	MMTS &		5.
			int.	caused to business activities – Rs .3,88,365 .50	JA		Compensation towards loss of
	sleeper		@	7. Interest @ 18.5% p.a.	Sri D.K.		profitability-
			18.5	compounded quarterly on the above claim amounts of Rs. 11,87,	Ramiah,		NIL 6.
	Agt.No.46/Sr.		%	57061 from 23.10.96 to 31.10.2K	Dy.FA&CAO/ C-II/SC &PA		Compensation
				- 12,72,924.96 8(a) Travelling charges including	Sri DV		towards damages
	DEN/S/BG/SC			food and lodging from 1-7-95 to 31-10-2000. –Rs. 45,950-	Subrahama		caused to business
	dt.21/3/95			8(b)Postage and Telephone	nay am		activities – NIL
				expenses – Rs.3,600/- 8©Clerkage expenses - Rs. 12,500/-	Dy.CE/B& F & JA		7. Interest @ 18.5%p.a.
	Value			9. Future interest @ 18.5% on Rs.	Appointed		compounded
	Rs.7,76,731/-			25,22,545.57 from 31-10-2K onwards to the date of entering into	by		quarterly on the above
	13.7,70,7317			arbitration - To be worked out	Railways		claim amounts
				10. Interest pendentilite from the date of entering into arbitration to	on		of Rs. 11,87, 570.61 from
				the date of award.	09/6/2003		23.1096 to

	I	ı			CIEN		21 10 27
					Sri E.V.		31.10.2K -
					Krishna Reddy		Interest @ 9%
					has been		p.a. on
					replaced by Sri D.K.Ramiah		3,55,988/- from 23-10-96
					on		till the date of
					OII		award.
							8(a) Travelling
							charges
							including food
							and lodging
							from 1-7-95 to
							31-10-2000.
							8(b)Postage
							and Telephone
							expenses
							8©Clerkage
							expenses-
							20,000/-
							9. Future
							interest @
							18.5% on Rs.
							25,545.57 from
							31-102K
							onwards to the
							date ofentening
							into
							arbitration-NIL
							10. Interest pendentilite
							from the date
							of entering into
							arbitration to
							the date of
							award9%
							Simple Interest
							on the total
							award amount
							after 3 months
							from the date
							of award till
							the date of
							payment.
							TOTAL Rs.
							3,75,988/- plus
							int. @ 9% p.a.
							on Rs.
							3,55,988/-
							from 23-10-96
							till datye of awardi.e.12-1-
							05. Future int.
							@ 9%p.a. on
							@ 9%p.a. on total award
							amount if not
							paid within
							three months.
							three holluis.
3	SC-Pro.	Sri M. Ganesh	Rs.	1.Loss due to maintenance of over	Retd.Justice	In	1.NIL
0			85,02,	heads Overheads – Rs. 18,69,960/-	Sri A.	favour	2.NIL
'			748/-	2.Loss of profit @ 15% on the	Hanumanthu	ofRlys.	3.NIL
			Plus	value of work done – 28,04,940/-			4.NIL

	Construction		Int.	3.Loss illegal recovery of Rs.		Ī	5.NIL
	Construction		and	5,55,915/- fromrunning bills – Rs.			6.Interest on
	OCT II		arb	1,25,081/-			Rs. 1,53,834/-
	Of Type-V		costs.	4.Loss due to escalation of prices			(Final Bill
				by 50% - Rs. 24,00,000/-			amount) @ 9%
	(M/S) -12			5.aloss of advances paid to labour-			p.a. for 6
	, ,			Rs. 6,80,000/- 6. Loss of business tumover due to			months 20 days = $Rs. 7.7.48/-$
	Units For			late payment of final bill and			Plus
	Onits Por			release of SD – Rs. 54,767/-			Interest on Rs.
				7. Loss due to blocking up of the			1,50,000/-
	Gazetted			capital amount in first variation –			(SD&EMD) 2
				Rs. 2,88,000/-			9% p.a. for 3
	Officers In			9.			months 27 days
				Loss due to blocking ofcapital			= 4,355/-
	т			amount on second variation – Rs. 2,80,000/-			7. NIL 8.NIL
	Lancer			9.Interest on the above Claims @			9. No int. if
				2.5% per month – to be worked out			paid within two
	Barracks			10.Costs of arbitration			months from
				proceedings- To be worked out			the date of
	Colony At			Total: Rs. 85,02,748/-			awardie., 14-
	Colony At						2-05 ,other
	0 1 1 1						wise 12% p.a.
	Secunderabad						int. from the
							date ofaward 10.Both parties
	A . N. 710						should bear
	Agt. No. 7/Sr.						their own costs
							and the
	DEN/Central/						arbitration fee
							shall be shared
	HYB dt. 18-						equally.
	11 1 D at. 10						Total Rs.
							12,103/-
	10-95.						
	CC IIID	M/ C : :	D	1.5.1 1 4 6 11 1	A 1':	A	1 D 01 200/
3	SC-WD	M/s. Srinivæa Forest Co-op &	Rs. 12,17,	1.Enhanced rates for all works carried out beyond the agreement	Arbitration award	Against Railways	1.Rs. 81,200/- 2. Rs. 90,000/-
1		Stone Coveri	825/-	period. – Rs. 1,00,000/-	pronounced	ixaiiw ays	3. NIL
	section Supply	Labour	with	2. Idling of Labour and	by Sde		4. Rs.
		contract	Int.@	establishment due to delay in	Arbitrator Sri		1,35,000/-
	and leading of	Cooperative	18%	indicating the exact location for	K.		5. Rs,
		Society.		supply of ballast. – Rs. 1,07,100/-	Padmanabha		1,55,500/-
	1. a11 and 1			3. Loss of advances paidto the	Goud, Retd.		6. Rs.
	ballast between			labour at the quarry. – Rs. 1.62.000/-	Dist.& Sessions		2,00,000/- 7. Rs.
				4. Loss sustained on account of	Judge on 29-		7. Rs. 2,12,175/-
	Km. 129-135 –			advances paidto three lorries. – Rs.	1-2001.		8. Rs. 25,000/-
				1,35,000/-	Court		9. Interest @
	qty.3,500/-			5. Loss of overheads and profits	Judgement in		16% p.a. on
	qty.3,300/-			due to prevention of work by	OP No.		Rs. 7350/-
				committing inordinate delay in	9/2002 filed		from the date
	cum			handing over site (20% of the value	by Railways		of deposit till
				of the work) – Rs. 1,51,550/- 6. Claim for removal of stacks	to set aside the award		the date of realization
	A NT -			from Kms. 129 and 132 and restart	was dismissed		10. Interest @
	Agt. No.			from Km. 135 – Rs. 2,00,000/-	by City Civil		16% p.a. on
				7. Cost of 1150 cum of 50 mm	Court,		Rs. 75,000/- till
				stone ballast in 46 stacks supplied	Secunderabad		the date of

	50/W/P.C/01	1		between Kms 129 to 135 at the			realization.
	50/W/BG/91 dt. 14-2-92.			agreement rate of Rs. 184 50 Ps. – Rs. 2,12,175/- 8. Claim for cutting the jungle to clear road for supply of ballast at the site Rs. 50,000/- 9. Refund of EMD of Rs. 7,350/- with interest @ 18% p.a Rs. 50,000/- 10. Interest on the loan amount of Rs. 75,000/- from A.P. state Labour Contract Co-op Societies Federation Ltd., Hyderabad - Rs.50,000/- 11. Interest @ 18% p.a. on the total claimamounts - To be worked Out			11. Interest @ 16% p.a. on the total claim amounts now allowed till the date of realization. Total Rs. 8,94,375/- plus interests awarded.
32	MMR-PAU section proposed drain cleaning, trimming of slopes, hightening of existing drains, trimming in cuttings from Kms. 117/15 to 118/4 in between AWB-	Sri Bhasker Chinna Dore	Rs. 4,83, 565/-	1.To declare termination as null and void. 2.Loss due to illegal termination Rs.2,00,000/- 3.Release of Security Deposit – Rs. 25,000/- 4.Loss of profit – Rs. 4,680/- 5.Payment of idle labour – Rs. 1,29,375/- 6. Loss of business tumover – Rs. 36,380/- 7.Int. @ 24% from 27-11-2001 to 6-32004 – Rs. 88,130/-	Reddy, Retd.	In favour of Railways	NIL
	CTH stations.  Agt.  No.29/DEN/N						

orth/HYB Dt.			
5-3-2001			

## 3.1.12 ARBITRATION AWARDS OF 2003 - 2004

Details of the awards decided and paid to the contractor during the period 2003-2004 (Engineering Department PCE/OL/SC)

a :		ng Departme			NT Cd	L	
S1. No	of contract and its value	Name of the contractor	Value of the claim	Brief Description of the claim points for Arbitration	Name of the arbitrators	Whether arbitration award is agains Rly/Contractor	
	GY-DMM sec. Prop Collection of 50mm HBS ballast and dumping bet.ZPL-ATP Value Rs 2 48 lakhs	Sri V. Rama Subba Reddy	Rs 5.12 lak hs	Release of SD – Rs.19 920/- A mountdue for ball ast Rs 41250/- P ay ment of l abour – Rs.232000/- Overhead expenditure – Rs.108000/- Loss of profit – Rs.11 1711/- Interest @ 24 %p.a	Sri K.P. Johny Dy.CE/LM	Aw ard is ag ain st Railw ay	19,920/- NIL 89,665/- 9,000/- N I L 34,838/-
	Annual Zonal Contract for the works Ch No.7 10, 13 and item No.050308 & 010104 of SSR 1996 Group A	M/s Vijaya Laxmi Enterprises	Rs.12.08 lakhs	I .Loss on A/c of overhead – 114000/- 2. Waivd of penalty - 85647/- 3. Loss of profit – Rs. 241600/- 4. In rerest @ 24%p a. to be calcul ated 5 Profession al loss 20% - 240000/- 6. Legal expenses – To be calcul ated	Sri D. Reddappa Reddy Red., Justice	Award is in favour of Railway.	NI L
	CTR(P) of exg.52 kg rails laid on CST-9/ST sleepers in BZA-GDR	Rao	lak hs	I .Interest @ 24% p.a. – 25,78,714/- 2. Business loss – Rs 48,97,359/- 3. Travelling exp. – Rs 2,53,414/- 4. Travelling and other misc – 60,000/- 5. Legal charges @ 10% - 4,69,994/-	Sri A.K. Khand elwal Sri Sanjiv Agarw al Sri Raju Kanchanla	Aw ard is ag ain st Railw ay	NI L 1,60,000/- NI L 20,000/- 20,000/-
04	BZA-GDR TRR(P) be Nidubrolu- Kolanuk and a Stations	Rao	1ak hs	1.Damages due to unplanned—119200 2.Loss of tumover—Rs 374108/- 3.Loss of Interest @24% - work out 4.Misc exp.—25,443/- 5.Legal exp.—to be worked out	Sri Sanjiv Agarw al Sr.DE N/Co. ord./S C	Aw ard is ag ain st Railw ay	NIL NIL NIL Rs.10,000/- Rs.10,000/-
	TRR(P) bet. KRV-SPF stations	Sri T. Srinivasa Rao		1.Damages due to unplanned—127750 2.Loss of tumover—Rs 820050/- 3.Loss of Interest @24% - work out 4.Misc exp.—21 350/- 5.Legal exp.—to be worked out	Sri Sanjiv Agarw al Sr.DE N/Co.	Aw ard is ag ain st Railw ay	NIL NIL NIL Rs.10,000/- Rs.10,000/-

					ord./S C		
	R(P) bet. ANB & Stations	Rao	lakhs	1.Damages due to unplanned – 1 19200 2.Loss of tumover – Rs 5 87433/- 3.Loss of Interest @24% - to work out 4.Misc exp. – 27600/- 5.Legal exp. – to be worked out	Sri Sanjiv Agarw al Sr.DE N/Co. ord./S	Aw ard is ag ain st Railw ay	NI L NI L NI L Rs.10,000/- Rs.10,000/-
dt 5/ Agt. dt.15 Agt.	No.14/N/GTL/98 /3/98 No.38/N/GTL/99 5/3/99 No.40/N/GTL/99 5/3/99.	M/s Sainath & Co. BZA		I.Agt No.14/N/GTL/98 dt 5/3/98 1.Loss of advances — Rs.1,60,000/- 2 do — for lorry hierer — Rs.8,00,000/- 3do — for compressor — Rs.4,00,000/- 4. — do — for labour — Rs.3,00,000/- 5.do — for second time — Rs.3,50,000/- 6.do — for compressors — Rs.3,00,000/- 7.do — for labour — Rs.2,00,000/- 8.Loss of adv. paidto jeep — Rs.50,000 9.Refund of EMD and SD — 1,12,715/- 10. Interest @24% — to work out II.Agt No.38/N/GTL/99 dt.15/3/99 1.Labour stone breaking — Rs.4,00,000 2.Quarry lease — Rs.1,20,000/- 3.Lorry tippers 4 Nos — Rs.7,20,000/- 5.Loss of Adv. for labour — Rs.50,000/- 6.Labour huts — Rs.80,000/- 7.Loss of Adv. blasting mat. — 1,60,000/ 8.Loss of adv compressor — 1,00,000/- 9.Loss of profit 20% — To work out 10 Loss of over heads — To workout 11 Refund of penalties — to workout 12 Refund of EMD — To work out 13 Refund of SD — Rs.20,000/- 14 Interest @24% — To work out III. Agt.No.40/N/GTL/99 dt.15/3/99 1.Loss of adv. to quarry — 1,40,000/- 2.Loss of adv. to quarry — 1,40,000/- 2.Loss of adv. to pressor — 38,0000/- 3.Loss of adv. to labour — 270000/- 5.Loss landowners — Rs.1,20,000/- 6.Loss of idling — 6,00,000/- 7. — do for compressor — Rs.81,000/- 8. — do — for stonelabour — 4,86,000/- 9.Loss due idling labour — Rs.79,200/- 10do—for idling staff — Rs.45,000/- 11 Refund of EMD20,000/- 12 Refund of EMD20,000/- 12 Refund of SD — 1,11,400/- 13 Interest @24% — To work out	Sri I.A. Khan CESE/S C Sri E.V.K Reddy Dy.FA &CAO/ C/SC Sri V. Ramesh CSTE/S C award dt. 13/3/20 03.	Aw ard is again st Railw ay	NIL NIL NIL NIL NIL NIL NIL NIL 1,12,715/- 15%SI  NIL NIL NIL NIL NIL NIL NIL NIL NIL N

					- do -		
06.		Parv ateeswara Rao		1.Compensation towards loss—30,000 2.Increase in rate by 25% - Toworkout 3 P ay ment due forpulling — Rs.30,000 4 P ay ment due fordip lorry —61875/- 5.Lifting of track 100 mm — 142800/- 6.Reimbursement —Rs.360000/- 7.Loss of business—360000/- 8.Contergent exp. — To be w orked out 9.Settlement of SD & final bill — As due 10 Interest @24%p.a. — To work out 11 Conpensation — To work out 12 Cost of packing — To work out	A. Venkat Reddy Sanjiv Agarwa 1 G. Brahma nanda Reddy.	Aw ard is ag ain st Railw ay	NIL NIL 14,000/- 61,875/- 1,82,800/- 2,23,514/- NIL 78,000/- 34,455/- NIL NIL NIL
07	Supply & Stacking of 50mm gauge hard and durable stone ballast, bet. Gollaprolu and Ravikampadu Stations	Sri M Prasada Rao	Lakhs	1.S.D. recovered – Rs 85,868/- 2.Refund of EMD – 20,000/- 3 P enalty imposed – Rs .26,600/- 4.S.T. recovered – Rs .40,378/- 5.Adv. to Material suppliers 250000/- 6.Mmental agony – Rs .2,00,000/- 7.Element of IT – actuals 8. Int onall @ 24%-actuals	Sri Solan Gupta Dy.CE E/SC	Aw ard is ag ain st Railw ay	1,38,428/- NIL 20,403/- NIL NIL NIL NIL NIL NIL
08	"Annual Zonal Contract for the section PGDP-LNDA for the period ending 30/6/89.	Sri M. Venkata Rao		1.(a) Repayment of SD –60,410/- (b) Interest @24% - Rs.1,95,234/- 2.(a)Compensation – Rs.324200/- 3.(a)Expenditure incurred – Rs.90,000/ (b) Arbitration cost – Rs.20,000/-	Sri V. Rajago pala Reddy Retd High Court Justice.	Award is in favour of Railway.	NIL NIL NIL NIL
09		Sri M Venkata Rao		1.Refund of amount work done - 2 lkhs Interest @24% - Rs 292 394/- 2.Refund of SD - Rs 53,610/- Interest @24% - Rs.77,843/- 3.Loss of legiti mate earnings - 6 lkhs	Sri V. Raja go pala	Award is in favour of Railway.	N IL N IL N IL N I L N IL

	VIZD DDN AA	I		A whitestian as at Do 250514/	D 11		ı
	VKB-PBN AA No.47 of 2002.			Arbitration cost – Rs 2,50,514/-	Reddy Retd High Court Justice.		
10	7/W/Open/2000 dt.8/5/00 Annual Zonal Contract for Group(a) for the Section Sanathragar (excluding) to Wad (excluding) for the period from 1/7/99 to 30/6/2000". A.A.No.45 of 2002	Sri M Venkata Rao	7.21 lks	1.Refund of EMD – Rs 3 8,618/- Interest @24%p.a. – Rs.23,636 2.Illeg al recovery – Rs.30,568/- Interest @24% - Rs.15,403/- 3.Compensation – Rs.69.186/- 4.Effected productivity – Rs.395100/- Cost of arbitration – Rs.20,000/- Total Rs 5,92,510/-	Sri V. Rajago pala Reddy Retd High Court Justice.	Aw ard is ag ain st Railw ay	38618 8495 NIL NIL NIL NIL Total 47113
11	23/W/99'LGD dt.27/9/99 of "Repairs to platform surfaces at PRLI Station" A. A.No. 42 of 2002.	Sri M. Venkata Rao		1.Advances paid- Rs.131926/- 2.Legiti mate eamings – Rs.69,148/- 3.Loss due to termination – 605280/- 4.Termination illegal – 5.Compensation – Rs.8,84,824/-	Sri V. Rajago pala Reddy Retd High Court Justice.	Award is in favour of Railway.	N IL N IL N IL N IL N IL
12	14/Sr.DEN/C o.ord/ HYB dt.23/02/1996 SC-DNC section urgent repairs to drain.	Sri M Venkata Rao		1.Compensation – Rs.135188 2.Refund of pen alty – Rs.134272/- 3.Compensation – Rs.192000/- 4. a. Final bill – Rs.1761/- b. Interest – Rs 2346/- 5. a. Security Deposit – Rs.51792/- b. Interest – Rs 38987/- 6.Compensation for loss – Rs.113942/-	Sri V. Raja go pala Reddy Retd High Court Justice.	Aw ard is ag ain st Railw ay	N IL N IL N IL 1685'- 960'- 51792'- 26805'- N IL
13	WD-RC Sec. Pro. Widening of existing formation Agt No.31 7/N/GT L/99 dt1 3/1 2/99.	M/s Sainadh & Co., BZA		1. Pay ment of bill — Rs 2,16,000/- 2. Refund of SD — Rs 59,800/- 3. Loss of profit — Rs 63,039/- 4. Interest for late pay ment — 13,8972/- 5. Int. for late pay ment — 1,20,960/- 6. Loss of business — Rs.12,34,560/- 7. Loss of advances — a. for 4 tippers — Rs.72,000/- b. for 4 tractors — Rs.40,000/- 8. Loss of advances to lab. — 80,000/- 9. Loss advance to labour — 36,000/- 10 Loss of advances — Rs.32,000/- 11 Loss of advances — Rs.32,000/- 12 Interest @ 24% - To work out	A.K. Khande lwal Dy.CE/ C- III/SC K.P. Johny Dy.CE/ LM P Reetika	Aw ard is ag ain st Railw ay s	2,11,911/- 59,800/- N IL

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					a		
					Sr.DF M/SC		
14	of Rail Kalarang 57/DEN/C/HYB dt. 12/11/01	Sri P. Lakshmi Narayana	5 lakhs	ILoss of expenditure — Rs.353132/- 2.Loss due to NS-1 — Rs.10,018/- 3.Loss due to less consum. 36,000/- 4.Loss due to delay pay ment —7000/- 5.Loss due to AddlExp. — Rs.88283/- 6.Int on claims 1 to 5 — to workout	Sri P.V. Srikant h Dy.CS TE/Proj /BZA A ward dt. 14/05/2 003	Aw ard is ag ain st Railw ay	51,137/- N IL N IL N IL N IL 12%
15	Shed extension of medium bay Agt No 18/96/DEN/I/BZA dt.28/2/96	Contractors, BZA	38 lkhs	1. Idling of labour – 3,17,640- 2. Idling of labour – 53,160/- 3. Difference in rate payable – 82,472/- 4. Loss due to wastage – 65,125/- 5. Loss due to blocking – 84,000/- 6. Loss due to idling – 4,71,900/- 7. Payment prevailing rate – 5,54,125/- 8. Compensation – 300169/- 9. Loss due to nonoperation –80,000/- 10 Payment for shorting – 50,000/- 11 Payment for plastering – 87,500/- 12 Increase in rateby 40% - 3,40,000/- 13 Overheads & Estab. – 3,83,610/- 14 Loss of profit – 3,46,180/- 15 Final Bill & SD–1,52,000- 16 Loss of business & tumover – Rs. 232433 17 Interest @24% p.a. – To work out 18 Loss of turn over business from date of claim till payment - to workout	Sri D. Reddap pa Reddy Retd High Court Judge appoint ed by High court of AP in A.A.No .23/200 1 Award dt.31/5/ 2003		N IL Start S
16	Gudi va da Propos e con version of Rd.No.6 as Jumbo Sidi ng Agt. No.88/SED EN/W/BZA dt.14/8/2K	Contractors BZ/	Rs.11 1akhs	1.Compensation for cost – 2,20,000/- 2.Loss of profit – 1,04,000/- 3.Loss due to idle labour – 3,67,766/- 4 P ay ment for addl. Items – 2,46,155/- 5.Loss of profit – Rs.2,183/- 6 P ay ment of Finalbill – Rs 85,632/- 7.Refund of SD – Rs 33,512/- 8.Comp. for delay pay ment –42,895/- 9.Int. @24% p.a. on 1-7 – Toworkout 10 a. Business Turnover –To work out 10b. Business turnover of SD – do 11.Loss of business turn from the date of claims till dt. of pay ment – work out 12.Costs	Sri D. Reddap pa Reddy Retd High Court Judge appoint ed by High court of AP in	Aw ard is ag ain st Railw ay	NIL NIL NIL NIL NIL NIL NIL Rs.12,857/- Rs.3634/- NIL NIL NIL NIL

17	Sri B. Nageswara Rao, BZA		1.Comp. for loss ofmaterial - 250000 2.Comp. towards int. on CC-I - 35587/ 3. 10% loss for buss turnover 177935. 4.Cost of painting material - 30,000/- 5.Extra exp. Incurred - 60,000/- 6 Pay ment due with int 88,033/- 7.Refund of recoveries - 20,000/- 8.Comp. towards loss - 20,680/- 9.Mental tension - Given up 10.Loss of business - To work out 11 Refund of SD with int 40,500/- 12.Int. on all above claims - towork out 13 Loss of business - To work out 14 Reduced payment - 17,361/- 15 Refund of penalties 16 Loss of profit - Rs.43,918/- 17.Costs	A.A.No .93/200 1 Award dt.31/5/ 2003 Sri D. Reddap pa Reddy Retd High Court Judge appoint ed by High court of AP in A.A.No .92/01 Award dt.31/5/ 2003	Aw ard is ag ain st Railw ay	NIL 4,943/- NIL NIL NIL NIL Rs.4,308/- NIL NIL Rs.25,796/ NIL NIL Rs.23,410/ NIL NIL Rs.15,000
18	M/s SIRI Engg. Contractors, BZA		1. Increase in cost -Rs 3,60,000/- 2. Loss of overheads - Rs 3,09,800/- 3 Payment due forextra - 2,51,889/- 4. Diff.in payment at rate - 99,827/- 5. Loss of profit - 12,003/- 6. Comp. for delay payments - 41,480/- 7. Comp. for delay payments - 16,340/- 8. Loss due to idle labour - 173650/- 9. Compensation @24% - Toworkout 10 a. Loss of business - 28,875/- 11. Int. @24% - To work out 12. Loss of turnover - To work out 13. Costs to work out	Sri D. Reddap pa Reddy Retd High Court Judge appoint ed by High court of AP in A.A.No .91/01 award dt.31/5/ 03	Aw ard is ag ain st Railw ay	NIL NIL 43982/- NIL NIL 4,697/- 5,270/- NIL NIL NIL NIL NIL NIL NIL 15000/-
19	Sri T. Parvathees wara Rao	Rs.17 lkhs	1.Amount due final bill – Rs 2,05,209/ 2. Refund of SD – Rs .1 ,34,687/- and	Sri K.P. Johny Dy.CE/	Aw ard is ag ain st Railw ay	NIL 1,34,693 + Rs 20,000/ 1,18,309/-

				EMD of Rs.20,000/- 3.Compensation – Rs 8,83,730/- 4.Reimbursement – Rs 5,20,000/- 5.Interest on above – To work out	LM award dt.20/5/ 2003		Rs.10,000 Rs.61,446/
	ballast Agt. No, 29/DEN/S/HYB dt.15/1/93	Sri P. Mahankali Rao		1.Loss of non payment – Rs.3,07,293/- 2.Loss due to SD retaining – 1,67,903/ 3.Loss due to avoidable exp940404/- 4.Legal Exp. – Actuals 5. Interest on all – To work out.	Sri R. Bay ap u Reddy , Retd., High Court Judge	Aw ard is ag ain st Railw ay	Rs.77,461/ Rs.33,226/ 1,60,000/- NIL Int @18% onall
21.	Construction of 48 units type I in replace ment of old type at North Lalaguda. Agt No.25/Centr al/HYB dt.21/2/94	Sri B. Sʻavan Kumar			Sri D. Reddap pa Reddy Retd., High Court Judge	Aw ard is ag ain st Railw ay s	Rs 40,004/- Rs.15, 000/- towar ds cost
22.	Collection & Stacking of 40mm & 25 mm size ballast Agt.No. 260/BGM/1977 dt.	Sri Jose Movelil award dt. 17/7/03	plus int.	1.Ballast cost for 2500 cum – 130250/- 2.Cost of labour charges – 40,000/- 3.Interest from 1979 to 1993 18%	Sri E. V. Krishna Reddy Dy.FA &CAO/ C-I/SC	Aw ard is ag ain st Railw ay s	Rs 29,306/- N I L S.I @ 18 % 1 980 to 1 7/7/03
	KZJ-YardTSR of plat form line No. 1&2 and replace ment of wooden sleepers Agt.No.33/DEN/C/92- 93 dt.30/03/93.	·		1.Payment of final bill Rs.45,035/- 2.Refud of SD — Rs.71,000/- 3.Loss of business — 1,11,969/- 4.Loss of profit — Rs.55,000/- 5.Interest @ 24% - Rs.9,68,270/-	Sri Nælam Sanjiva Reddy Retd., High Court Judge appoint ed in A.A.No .40/02	Award is against Rly.	Rs.45,035 Rs.71,847/- N I L Rs.27,500/- N I L
	7/BZA/76 dt. 16-3-76.	Sri T. Balakondala Rao Sri P.	Rs. 2,21,59,750 /- as on 31- 12-96 Rs.		Sri V. Ramesh CSTE Sri E.V. Krishna Reddy DyF A	Award is against Rly. dt. 23-12-02	Rs.39, 45,000/-+ 12%S.I. onRs. 33,69,000/ - from 1-6- 96till dt. Of Payment Rs.

COP at BVRM Agt. No. No. No. No. No. No. No. No. No. No	3,00,000/- + 18% int. Rs. 1,57200/- + Int. @ 18% from 25-2-98 till dt. of pment.
7/DEN/West/BZA/05 dt. 16-12-96  26 BZA-VSKP Sec. M/s Sanath & Co Rs. 9,44,702/+ 24% int.  extension of piers of bridges and provision of bed blocks  Agt.No.24/BZA/C/9 6 dt.6/5/96  27 SC-MMR Sec. Br.No.418 bet. Karkhali – Sam rala Stms bridge dism antling and rebuilting Agt.No.5/8r.DEN/S/H YB dt.16/7/96  M/s Ramakrishna Construction  M/s Ramakrishna Construction  Justice V. Nedadri RaoRetd., Dist Judge as sole Arbitrator appointed by High Court of A.P. in A.ANo.18/ 2002.	Rs. 1,57200/- + Int. @ 18% from 25-2-98 till dt. of
26 BZA-VSKP Sec. Double line  extension of piers of bridges and provision of bed blocks  Agt.No.24/BZA/C/9 6 dt.6/5/96  27 SC-MMR Sec. Br.No.418 bet. Karkhali – Sam rala Stus bridge dism antling and rebuilding Agt.No.5/Sr.DEN/S/H YB dt.16/7/96  M/s Ramakrishna Construction  M/s Ramakrishna Construction  Against Railways  Construction  Against Railways  Against Railways  Against Railways  Against Railways  Construction  Against Railways  Construction  Apaint Railways  Against Railways  Construction  Against Railways  Against Railways  Against Railways  Construction  Against Railways  Against Railways  Construction  Apaint Railways  Against Railways  Construction  Apaint Railways  Against Railways	1,57,200/- + Int. @ 18% from 25-2-98 till dt. of
Double fine  extension of piers of bridges and provision of bed blocks  Agt.No.24/BZA/C/9 6 dt.6/5/96  27. SC-MMR Sec. Br.No.418 bet. Karkhali – Samrala Stns bridge dism antling and rebuilting Agt.No.5/Sr.DEN/S/H YB dt.16/7/96  M/s Ramakrishna Construction  M/s Ramakrishna Construction  M/s Ramakrishna Construction  Against Railways	1,57,200/- + Int. @ 18% from 25-2-98 till dt. of
Double line extension of piers of bridges and provision of bed blocks Agt.No.24/BZA/C/9 6 dt.6/5/96  27 SC-MMRSec. Br.No.418 bet. Karkhali - Samrala Stns bridge dismantling and rebuilding Agt.No.5/Sr.DEN/S/H YB dt.16/7/96  M/s Ramakrishna Construction  Justice V. Nedadri Rao Retd., Dist Judge as sole Arbitrator appointed by High Court of A.P. in A.ANo.18/ 2002.	+ Int. @ 18% from 25-2-98 till dt. of
of bridges and provision of bed blocks  Agt.No.24/BZA/C/9 6 dt.6/5/96  27 SC-MMR Sec. Br.No.418 bet. Karkhali - Samrala Stns bridge dism antling and rebuilding Agt.No.5/Sr.DEN/S/H YB dt.16/7/96  M/s Ramakrishna Construction  M/s Ramakrishna Construction  Against Railw ay s Railw ay s Railw ay s Against Railw ay s Construction  Arbitrator appointed by High Court of A.P. in A.ANo.18/ 2002.	25-2-98 till dt.of
provision of bed blocks  Agt.No.24/BZA/C/9 6 dt.6/5/96  27 SC-MMR Sec. Br.No.418 bet. Karkhali – Sam rala Stns bridge dism antling and rebuikling Agt.No.5/Sr.DEN/S/H YB dt.16/7/96  M/s Ramakrishna Construction  M/s Ramakrishna Construction  Ag ainst Railw ays  Ag ainst Railw ays  Ag ainst Railw ays  Arbitrator appointed by High Court of A.P. in A.ANo.18/2002.	
blocks Agt.No.24/BZA/C/9 6 dt.6/5/96  27 SC-MMR Sec. Br.No.418 bet. Karkhali – Sam rala Stns bridge dism antling and rebuilding Agt.No.5/Sr.DEN/S/H YB dt.16/7/96  M/s Ramakrishna Construction  M/s Ramakrishna Construction  Against Railw ay s  Justice V. Nedadri Rao Retd., Dist Judge as sole Arbitrator appointed by High Court of A.P. in A.ANo.18/ 2002.	
Agt.No.24/BZA/C/9 6 dt.6/5/96  27 SC-MMR Sec. Br.No.418 bet. Karkhali – Samrala Stns bridge dism antling and rebuilding Agt.No.5/Sr.DEN/S/H YB dt.16/7/96  M/s Ramakrishna Construction  M/s Ramakrishna Construction  Against Railways	
27 SC-MMR Sec. Br.No.418 bet. Karkhali – Samrala Stns bridge dism antling and rebuilding Agt.No.5/Sr.DEN/S/H YB dt.16/7/96  M/s Ramakrishna Construction  M/s Ramakrishna Construction  Against Railways  Against Railways  Against Railways  Against Railways  Against Railways  Against Railways  Arbitrator appointed by High Court of A.P. in A.ANo.18/ 2002.	
27 SC-MMR Sec. Br.No.418 bet. Karkhali – Sam rala Stris bridge dism antling and rebuilting Agt.No.5/Sr.DEN/S/H YB dt.16/7/96  M/s Ramakrishna Construction  M/s Ramakrishna Construction  Justice V. Nedadri Railw ay s  Ag ainst Railw ay s  Ag ainst Railw ay s  Arbitrator appointed by High Court of A.P. in A.ANo.18/ 2002.	
Br.No.418 bet. Karkhali – Sam rala Stns bridge dism antling and rebuilding Agt.No.5/Sr.DEN/S/H YB dt.16/7/96  Railways  Railways  Railways  Railways  Railways  Railways	
A.P. in A.ANo .18/ 2002.	
002	
28 PAU-KNW Section — K. Prasad Sri Gopi Singh Dy.CSTE/P Dt.12/01/2000 Rs.64, 630/- HYB Dt.18/3/96; Rs.10, 77,813/- DIV: HYB	NIL
29 KZJ-BZA Section - Sri D. Ravindra 24.07 lakhs I Payment for work done - 2 lakhs   Sri C.V.N.   In favour of	10,916.52
Construction of Stn.   Babu award   Bldg. At BKL Agt.   No.45/S ct.28/5/00   No.45/S ct.28/5/00   Sastry Retd   Contractor   Sastry Retd   Hygh Court   Hy	80,000/- in lieu of claims2-4 15% on cl.1 N I L
30 Construction of RPF Sri D. Seeta Ramal 2.66 lakhs 1. Loss of addl. expenditure – 4.83 lkhs Sri R. Bayapu In favour of	NIL
barrac ks for 50 men at TPTY West Agt. No.13/MG/GTL/96 dt.14/3/96  Mohan Rao  2. Loss due to releasing SD – 36,731/- 3. Loss due to payment of FB-2,62,465 4. Loss due to addl. exp – 1,83,214/- 5. Loss due work done – 60,611/- 7. Loss due to addl. exp. – 70,000/- 8. Loss due to overheads – 97,000/- 9. Loss due to located – To work out  10 Interest @24% p.a. – To work out	18% on Cl.1 18% on Cl.3 NIL NIL NIL NIL NIL NIL 18% on above
31 Deepscreening of Sri R. Surya 40 lkhs 1. Loss of interest – 1,95,200/- Solan Gupta Award in	NIL
ballast bet. prakash Rao 2. Interest @24% - 13,00,100'- Dt.CEE/W/SC favour of	NIL
Ulavapadu and Karawadi Strs Agt.No.25/BZA.84 dt.21/2/1984.  3.Loss of tum over for 9 years – 16 lks 4.P ro fessional loss – Rs.9 lakhs Sr.DAO/SC G.B.Reddy Dy.CE/C/BZA	NIL NIL
Award dt.7/10/2/03	
32 Construction of type   Sri Sudhakar   3.17 Lkhs   1.11 legal termination - 71,627/-   Sri Anshuman   Award is	NIL

33	I Qtrs 3 units and Type-II 2 units at Marsul Agt.No.19/DEN/N/H YB dt.10/1/92 Breaches bet. SKM_TTU 16/3/RW/BZA dated 26 12-96 Rs.4,00,000/- W.148/B/ARB/KPSB VIJAYAWADA	Sri K.P. Sekhar		2 P ay ment of bills held up – 64,152/- 3.Refund of S.D. – To be worked out 4.Addl. enp. Incurred – 20,000/- 5 P ay ment of higher rate – 47,830/- 6.Loss of profit – 19,334/- 7.Interest @24% - To be worked out 8.Loss of tumover – 75,000/- 9.Exp. incurred – 20,000/-	Shar ma Dy.CE/ Bridges date of award is 1/9/03 G B. Reddy, Dy.CE/C/BZA Sanjeev Agarwal, Sr.DEN/SW/SC & Sri E.V. Krishna Reddy Dy.FA& CAO/C.I	against Railways Award is against Railways	45,860/- 35,824/- NIL NIL NIL 61,263/- NIL NIL
34	Repairs to Bridges  18/S/BZA/92;  dt.21/9/92;  Rs.12,13,514/-  W.148/B/ARB/NSR/A  gt.18	Sri D.V. Narasi ah	Rs 49 lak hs		II/SC  A. Venkata Reddy, Dy.CAO/S&W/SC Sanjeev Agarwal, Dy.CE/Plg/SC G B. Reddy, Dy.CE/C/BZA	Aw ard is ag ain st Railw ay s	
35	Annual section contract for the zone PAU-HEM agt.No.6/DEN/N/MG/ HYB dt.	M/s Rajeev Tradeis			Sri A. Venkata Rami Reddy retd High Court Judge in A.A.No.63/01	In favour of Railways	NIL
36	13/C/BZA/96 of 11/3/96 24/N/BZA/96 of 12/3/96 38/N/BZA/94 of29/6/94 39/N/BZA/94 of 29/6/94 41/DEN/I/BZA/94 8/8/94	M/s Vengamamba En gin eerin g	Rs.1 Crore	1.Rs.8,53,912/- 2.Rs.4,19,610/- 3.Rs.9,96,117/- 4.Rs.9,80,156/- 5.Rs.36,64,326/-Plus reimbursement of arbitration fee and legal expenses	Sri B.V. Ranga Raju Retd., High Court Judge appointed in A.A.71/99 Award dt.15/10/2003	In favour of Contract or	1.Rs. 1,22,8073 7 2.NIL 3.Rs.1,64, 38746 4.Rs. 1,45,011.6 4 5.Rs. 11,67,389. 90 Total: Rs. 15.99 Lakhs + Rs. 1.10 Lakh towards reimbur

37	SC-DNCMBNR and KRNT provision of accomm odation for	M/s Pradeep Enterprises	8 lakhs	1.Turnover loss – Rs.1 lakh 2.Loss towards adv. – Rs.6.39 lkhs	Dy.CVO/Engg	Award is in favour of	sement of fee and Legal expense s NIL NIL
38	Transportation of wooden sleepers on	Sri M. Kondal Reddy		3.Pending bills – Rs 50,000/- 4.Refund of SD – Rs .21,000/- 5.Interist @36%- to be worked out 1.Final bill – 30,000/- Repayment of SD – 50,000/-	I. Venk atanaray a	Railways Award is in favour of	4,601/- N I L 12%(713) 20,252/- 5000/-
39	DEN/C Jurisdiction Agt08/DEN/C/BG/S C/93-94 dt.10/5/93	M/ G : 4		Int.@24% - 2,22,136/- Loss -52,478/- 2.Loss of overheads - 166500/- 3.Loss on legal proceedings - 25000	na Retd. Judge of A.P. High Court	Railways	NIL NIL NIL 5,000/-
	Prop m aling of existing formation Agt.60/N/GTL/00 dt.27/3/00	M/s Sainath and Co.		1.Refund of SD-74,460/- 2.Payment of CC-I = 1,20,153 3.Payment due = 1,55,384/- 4.Turnover loss = 15,62,400/- 5.Interest = 14,55,304/- 6.Loss of advances = 2,59,000/- 7.Advance to labour = 175000/- 8.Oveheads = 795,000/- 9.Loss of profit = 13,39,200/- 10.Mental agony = 5,00,000/- 11.Interest @36% - To be worked 12.Cost of arb to be worked out	DRM/HYB GA.Rama Rao CAO/C Raju Kanchaila Dy.FA/Con	Award is against Railways	74,460/- 1,20,153/- 5,42,592/- N I L N I L N I L N I L N I L N I L N I L N I L N I L N I L N I L N I L N I L N I L N I L N I L N I L N I L N I L N I L
4 0	Vetapalem foot over bridge AgtNo25/B/C/97; dt.17/997 Rs.9,60541/-	Sri T. Venkataswara Rao Rs.13,05,838/	Rs. 18,26,7 11/-		Sri A. Gopala Rao, Retd., High Court Judge assole Arbitrator in AA No.38/2000 vide judgement dt.9/8/01 filed by the contractor.		Rs. 2 Lakhs