IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION

COMMERCIAL ARBITRATION PETITION (L) NO. 28606 OF 2024
WITH
INTERIM APPLICATION (L) NO. 29321 OF 2024
IN
COMMERCIAL ARBITRATION PETITION (L) NO. 28606 OF 2024

1) Proteus Ventures LLP
2) Abhinay Ramesh Deo
3) Shardul Singh Prithviraj Bayas ...Petitioners

Versus

Archilab Designs ...Respondent

Dr. Abhinav Chandrachud, *a/w Mr. Arjun Savant, Atharva Gade & Vidhi Kavie, for the Petitioners.*

Mr. Ali Abbas Delhiwala, *a/w Devika Nigade & Dilpreen Kaur, i/b Devika Nigade, for Respondent.*

CORAM : SOMASEKHAR SUNDARESAN, J.
Reserved on : March 7, 2025
Pronounced on : September 30, 2025

JUDGEMENT :

Context:

1. This Petition filed under Section 34 of the Arbitration and Conciliation Act, 1996 ("***the Act***") impugning an arbitral award dated August 16, 2024 ("***Impugned Award***") passed by the Learned Sole

Arbitrator appointed by the Council of Architecture, an autonomous statutory body ("***Council***").

Factual Overview:

2. The Petitioner, Proteus Ventures LLP ("***Proteus***") had engaged the Respondent, Archilab Designs ("***Archilab***") to carry out various works across a few projects. The Designated Partners of Proteus namely, Abhinay Ramesh Deo and Shardul Singh Prithviraj Bayas ("***Designated Partners***") are also Petitioners in the captioned proceedings since they had been made Respondents in the arbitration proceedings.

3. The works carried out by Archilab for Proteus were governed by an agreement dated August 16, 2018 ("***Agreement***") titled "techno-commercial proposal" which contains the arbitration agreement in Clause 23, agreeing to subject the parties to arbitration before the Council. Purchase Orders were executed pursuant to the Agreement. The Agreement was for design, building and refurbishment of the office premises of "THE MESH". There is no doubt that the Agreement was executed. In fact, in an earlier approach by Archilabs to the Facilitation Council under the Micro, Small and Medium Enterprises Development

Act, 2006 ("***MSMED Act***"), Proteus has stated on oath that there is an arbitration agreement to contend that the Facilitation Council could not have been approached.

4. It is seen from Purchase Order dated November 16, 2018 ("***Purchase Order***" – *Exhibit C, Page 120*) on the letterhead of "THE MESH", that the Designated Partner of Proteus issued it to Archilab, identifying two "Entity Names", namely, Proteus and "*MESH, Co-Works, powered by M/s. Proteus Ventures LLP*" ("***Mesh Co-Works***").

5. The disputes essentially centre around payments claimed by Archilab from Proteus in connection with work carried out across five projects located in Mumbai and Pune. These included work on an office in Nariman Point; work for "*MESH, Co-Works, powered by M/s. Proteus Ventures LLP*" in Pune; works commissioned on its premises in Koregaon Park, Pune; a stall at an 'Expo' conducted at Nehru Centre, Worli; and an office of Mesh Co-Works at Hotel Marriot, Pune.

6. The last two assignments were commissioned even while the second and third assignments were in progress. Proteus asked Archilab to adjust payments made for the second and third assignments to be used towards the work involved in the last two assignments. It is seen

that the cash flow and the running accounts between the parties flowed across projects when there was no dispute in their relationship.

7. The work commissioned to Archilab was to the tune of Rs. ~3.93 crores. Archilab received only Rs. ~2.04 crore. A balance of Rs. ~1.88 crores was due and payable and that is writ large on the face of the record. By an email dated April 23, 2019, Proteus explicitly admitted the liability and confirmed that the balance amount would be released soon. A part payment of Rs. 30 lakhs was made by way of a cheque on June 10, 2019, after a final invoice was raised in the sum of Rs. ~1.21 crores on May 2, 2019. This cheque was dishonoured, leading to issuance of a notice under Section 138 of the Negotiable Instruments Act, 1881 ("***NI Act***"). Proteus then issued a Demand Draft for Rs.30 lakhs on July 8, 2019.

8. It is after this stage that no further payments were made by Proteus to Archilab despite work having been completed on February 28, 2019. In fact, it is apparent from the record that the premises created by Archilab was put to use from February 2019 and after *ad hoc* payments were made, the balance due from Proteus to Archilab, which incidentally is part of the admitted liability, stood at Rs.~88.08 lakhs.

9. The Agreement provides for interest at the rate of 2% per day but the Purchase Order dated November 16, 2018 issued pursuant to the Agreement provides for interest at the rate of 18% per annum.

10. The Learned Arbitral Tribunal commenced proceedings on June 23, 2023 and directed that the first meeting would be held physically and thereafter, hearings would be held online. Eleven meetings were held, most of which were conducted online, ending with a meeting held on June 6, 2024.

11. At the threshold, the Designated Partners of Proteus sought to be deleted from the array of parties on the premise that they were not necessary parties to the proceedings, which came to be dismissed by an order dated March 15, 2024. This order is also impugned. An opportunity to file affidavits was accorded to the Designated Partners, who chose not to file any affidavit. They also refrained from appearing at the hearings personally to explain matters, despite requests. However, a common lawyer represented Proteus and the Designated Partners.

12. Whether Mesh Co-Works, is a separate "company" and what is meant by "*powered by Proteus*" is a question that came up for

consideration in the course of the arbitration proceedings. Suffice it to say that the Agreement envisaged work to be carried out for Proteus at Mesh Co-Works. On the face of the Agreement, it is apparent that Mesh Co-Works was depicted as a distinct entity, and a separate letterhead was used for Mesh Co-Works but signatures were by the Designated Partners and that was the approach adopted for purposes of conduct of its operations.

13. The Learned Arbitral Tribunal was drawn into whether Proteus and Mesh Co-Works are separate entities. Neither Proteus nor the Designated Partners would explain the precise status of Mesh Co-Works. Despite repeated invitations, the Designated Partners refused to attend the proceedings and explain whether and how the two were not distinct or if they were.

14. The discourse veered into whether Mesh Co-Works would fall within the ambit of the *group company doctrine* under arbitration law in India. Proteus, which filed affidavits did not elaborate but its advocates would cross-examine Mr. Ashish Patil, Archilab's partner and witness to demonstrate that Archilab could not even explain who it had dealt with and how it was alleged to be a distinct legal entity.

Impugned Award:

15. It is against this backdrop that one must review the Impugned Award. The Impugned Award essentially finds that the work that was performed by Archilab remained unpaid partially and awards the remaining payment of Rs. ~88.08 lakhs, which had been admitted as payable by Proteus to Archilab. A sum of Rs.24 lakhs has been awarded, attributing it to mental agony and hardship. The Impugned Award makes the Designated Partners jointly and severally liable for payment of the awarded amount. Mesh Co-Works has been perceived as an entity owned and controlled by the very same Designated Partners of Proteus, making them jointly and severally liable for honouring the Impugned Award.

Analysis and Findings:

16. I have heard Dr. Abhinav Chandrachud, Learned Advocate on behalf of Proteus and Mr. Ali Abbas Delhiwala, Learned Advocate on behalf of Archilab. With their assistance, I have perused the record.

17. The dispute between the parties is a small and narrow one – one of unpaid admitted invoices. However, the complexity introduced into the matter during the course of the arbitration has led to, in my

opinion, an unnecessary detour into facets such as group company doctrine. On the face of the record, what is writ large is that Proteus has thrown the kitchen sink at the dispute attempting to frustrate every step that Archilab would adopt to recover its dues. In the process, the Learned Arbitral Tribunal has been successfully drawn into an error on one facet, but to an error that does not alter the efficacy of the Impugned Award, and which error is also being removed in this judgement by reason of it being severable.

18. A few fundamental inexorable facts that are writ large on the record are noteworthy. Drawing the Learned Arbitral Tribunal into having to resolve whether Mesh Co-Works is a separate legal entity was wholly unnecessary. Indeed, the Purchase Order identifies Mesh Co-works and Proteus separately under "entity name" but apparently, on the face of the record it is seen that the GST registration for both the "entities" is the same (*Exhibit C, Page 120*). "The Mesh" appears to simply be a brand name for the offering of co-working space by Proteus, which it commissioned Archilab to design and build. As the relationship grew, more work was added and payments and cash flows were adjusted against multiple projects, thereby bringing them within the ambit of the Agreement.

19. It is the tantalising doubt about the status of Mesh Co-Works that was kept alive, which led to the need to examine whether the Designated Partners should be arraigned separately in addition to, and over and above, Proteus being a defendant in the arbitration. That has led to the Learned Arbitral Tribunal having to consider the group company doctrine and making the Designated Partners jointly and severally liable, which has given an opportunity to Proteus to contend that the Learned Arbitral Tribunal has ignored the principle of limited liability in a limited liability partnership.

20. The very jurisdictional dispute raised also speaks volumes of the approach of Proteus to what is simply a dispute over admitted and unpaid balances. Archilab approached the Facilitation Council, seeking to be regarded as a protectee of the MSMED Act. In that forum, Proteus contended that a binding arbitration agreement having been executed, the ability to approach the Facilitation Council had been ousted – in itself, a questionable proposition. In the arbitration, it was contended, without any articulation, that unconnected invoices were being pursued under the Agreement.

21. The next step in the *stratagem* was to seek adjournments just before scheduled hearings and attacking the Learned Arbitral Tribunal

as not being legally trained to be able to conduct arbitration. On June 16, 2023, the Learned Arbitrator, who is the Principal of an architecture college, convened the first meeting in his office in the suburbs for June 23, 2023. In the night of June 22, 2023, a cryptic email was sent to the Learned Arbitrator by one Mr. Shamsher Garud, Proteus' advocate, asking him to adjourn the meeting by three weeks, alleging that the meeting had been scheduled with one day's notice.

22. The exchange between the night of June 22, 2023 and the morning of June 23, 2023 is telling. Proteus' advocate would assert that there had been no consent to the arbitration. It was stated to the Learned Arbitrator that in arbitration proceedings it was expected that communication be addressed by Speed Post and email and not by phone calls. The Learned Arbitrator politely replied that not only was notice sent to Proteus by courier but also an email had been sent to Proteus, which was the third attempt to reach out in the absence of any response.

23. The correspondence on behalf of Proteus with the Learned Arbitral Tribunal continues in the same vein – from demands that arbitration should only be conducted outside of 10:30 am and 4:30 pm since it would conflict with court timings; to the venue being inconvenient; to a demand for recusal so that "an appropriate

arbitrator" could be appointed; to having "basic challenge to conducting of the arbitration itself". Proteus wrote to the Council to replace the Learned Arbitrator and demanded of the Learned Arbitral Tribunal that until the Council decided on its application, no hearing should take place and sought a postponement by eight weeks.

24. The record speaks loud and clear that an arbitrator was meant to be institutionally selected by the Council, and the Council had appointed the Learned Arbitrator on its own. Without any basis for suspecting the independence and impartiality of the arbitrator, Proteus is now seeking to question the independence and impartiality in this round of proceedings. The Council had been moved by Proteus for a replacement, and the Council refused to do so. The disclosure by the Learned Arbitral Tribunal is said to have not been given to the parties but no ground of independence and impartiality appear to have been pressed before the Learned Arbitral Tribunal – it is being done at this stage in these proceedings.

25. It is also seen from the record that the Learned Arbitrator, has conducted himself with dignity and poise in the teeth of provocative and aggressive conduct instructed by Proteus. The Learned Arbitral Tribunal has returned reasonable and plausible findings on the amounts

payable by Proteus to Archilab except for one error, which is capable of being excised from the Impugned Award thereby removing the perceived vulnerability of the Impugned Award on the touchstone of Section 34 of the Act.

26. The fundamental ground of challenge to the Impugned Award is primarily that the Designated Partners of Proteus, a limited liability partnership could never be made liable for the debts owed by the partnership. The Impugned Award is challenged on the premise that the Learned Arbitral Tribunal was biased and does not have "legal knowledge" to conduct arbitration. Pointing to an alleged absence of disclosure of circumstances that could give rise to justifiable doubts about independence and impartiality, Proteus would submit that the Learned Arbitral Tribunal should be presumed to be non-independent and partial. Towards this end, the suspicion of bias is based on nothing more than the fact that the Learned Arbitral Tribunal allegedly did not grant adjournments sought by lawyers for Proteus, or that the Learned Arbitral Tribunal did not know that arbitration proceedings ought to be held after 4:30 PM.

27. On merits, since the Learned Arbitral Tribunal was misguided on the nature and status of Mesh Co-Works, the group

company doctrine was unnecessarily analysed and the Learned Arbitral Tribunal went on to make the Designated Partners jointly and severally liable. This is the element that is eminently capable of being severed to save the Impugned Award.

28. All the work carried out was for Proteus and the co-working project branded as Mesh Co-Works. The work was indeed carried out and it is seen that Mesh Co-Works' business was indeed commenced upon completion of the project and Proteus was able to economically exploit it. In fact, when the Learned Arbitrator sought to visit the office of Mesh Co-Works in the light of Proteus' claim that the work was shoddy, it was outright refused on the premise that it is occupied by clients who were working there and could not be disturbed – pointing to commercial exploitation of the premises which was being done after Archilab's work had been completed.

29. Proteus went on to expand the scope of work and the cash flows and cross credits were spread across the five projects referred to. Proteus has even admitted to its liability and sought time. When the cheque issued by it was dishonoured, after receiving a notice for action under the NI Act, a demand draft was issued. The Learned Arbitral Tribunal has reasonably found that the work had indeed been

completed and no material basis was brought to bear by Proteus to claim that amounts in dispute were not payable. Proteus was not able to prove that any work had been shoddy. It is trite law that the Learned Arbitral Tribunal is the master of the quantity and quality of evidence. Whether the finding that the amount remaining unpaid by Proteus to Archilab ought to be paid is eminently plausible, is all the Section 34 Court must comment on. I find that that the outcome is perfectly plausible.

30. It is now trite law that the Supreme Court has repeatedly iterated that Courts must not lightly interfere with arbitral awards – even if the reasoning provided in the arbitral award is not explicit but implied[1]. As a matter of fact, there is no need to infer implied reasons in the Impugned Award – it speaks for itself and articulates clearly (also read with the interim award which is incorporated by reference) that the amounts remaining unpaid are indeed dues for work done by Archilab. The only excuse was that there were alleged shortcomings in the quality of the work – far from leading evidence on the shortcomings, the Learned Arbitrator was prevented from visiting the site to see for the site for himself.

[1] *To cite just one, see: Dyna Technologies Pvt. Ltd. Vs Crompton Greaves Ltd. – AIR ONLINE 2019 SC 1928 – followed in multiple judgements reiterating and elaborating the very same principle*

Existence of Arbitration Agreement:

31. When disputes persisted and Archilab started seeking to enforce its right to be paid, Proteus' approach appears to have been to adopt a "catch-me-if-you-can" policy as is seen from the prelude to the arbitration proceedings. When Archilab approached the Facilitation Council under the MSMED Act, Proteus was advised to take a stance that in view of an arbitration agreement being in existence, the Facilitation Council would have no jurisdiction. The Facilitation Council took a stance that it would not have jurisdiction unless the enterprise seeking protection of the MSMED Act had been registered with it, before the contract underlying the dispute had been executed. Therefore, Archilab invoked arbitration under the very same arbitration agreement that even Proteus had sought to rely on, with a view to shrug off initiation of proceedings under the MSMED Act.

32. However, when arbitration was invoked under the arbitration agreement, Proteus was advised to take the position that there was no arbitration agreement in existence. Even today, one of the grounds taken generally in the Petition is that there is no arbitration agreement in existence. This has to be stated to be rejected. It is trite law that an

admission in pleadings need not be proved. It cannot be countenanced that in each new forum, a new pleading of a new claimed truth can be adopted.

33. As regards existence of the arbitration agreement, Clause 23 of the Agreement is noteworthy:

> *"This proposal and subsequent contract shall be in all respects be governed by and construed in accordance with the laws in India.* ***Any dispute controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the ICA, Government of India, Professional practitioners Association and / or Council of Architects rules****.*
>
> ***[Emphasis Supplied]***

34. In view of the foregoing, I find that any contention about absence of an arbitration agreement is untenable insofar as it relates to Proteus.

Group Company Doctrine:

35. As regards the individual Designated Partners of Proteus, as stated above, the vulnerability of the Impugned Award can be removed by removing the reference to joint and several liability of the Designated

Partners. Indeed, Archilab was advised to rope in the Designated Partners too, invoking the group company doctrine in relation to the Designated Partners, but I find that Proteus being a limited liability partnership, the liability of Proteus cannot be visited upon its partners.

36. The Learned Arbitral Tribunal was convinced to draw an adverse inference against the Designated Partners. The Designated Partners' prayer to be deleted as parties having been rejected, they could have simply participated and assisted the Learned Arbitral Tribunal in explaining how Mesh Co-Works was not a separate company. The discourse on the group company doctrine turned into roping in the Designated Partners, and the proceedings groped in the dark about a non-issue, namely, the precise status of Mesh Co-Works. However, the Designated Partners were indeed represented by the same solicitors and advocate who also represented Proteus. As alluded to above, the Designated Partners being partners with limited liability, the Impugned Award can easily be saved from vulnerability by removing the obligation on the Designated Partners to personally pay the amount awarded jointly with Proteus. The Impugned Award can eminently be sustained by removing this element.

37. Without meaning to add more length to this judgement, it would be only apt to say that by now it is trite law that if any portion of an arbitral award renders it vulnerable and deserves to be set aside but is severable and such severance can save the arbitral award, the Section 34 Court could do so if its contents are not inseparably intertwined to the other components of the arbitral award found to be valid and legal.

38. The law on partial setting aside of portions of an arbitral award is now emphatically declared by a five-judge Constitutional Bench of the Supreme Court in ***Gayatri Balasamy***[2] – in Part II of the majority judgement (*Per. Sanjiv Khanna, CJI* –paragraphs 33 to 36) and in the concurring contents of the separate judgement (*Per. K.V. Vishwanathan J* – paragraphs 142 to 152). I find that it would be eminently feasible to remove this error and make the Impugned Award bind Proteus, which is a limited liability partnership, even while noting Mesh Co-Works is nothing but an enterprise of the same entity (as is seen from the same GST registration number being shown under each "Entity Name" for Proteus and for Mesh Co-Works).

39. I have examined the Impugned Award from this perspective and I note that nothing in the component of the Impugned Award dealing

[2] *Gayatri Balasamy vs. M/s ISG Novasoft Technologies Limited – 2025 INSC 605*

with the imposition of joint liability on the Designated Partners that is being severed for being set aside in this judgement, is interlinked and interconnected with the rest of the Impugned Award. Such severance and partial setting aside will have no bearing or impact on the other portions of the Impugned Award.

Interest Rate:

40. As regards the interest rate, although the Agreement appears to have provided for interest on delayed payment to be computed at 2% per day, the Learned Arbitral Tribunal has remarked that it appears exorbitant and irrational. The Learned Arbitral Tribunal also found that the Purchase Order which is subsequent provided for an interest rate of 18% per annum, and applied that rate. The Learned Arbitral Tribunal has been objective and fair, and no fault can be found with this eminently plausible view too.

Mental Agony:

41. Finally, I have given my anxious consideration to the question of whether the Learned Arbitral Tribunal erred in awarding a sum of Rs. 24 lakhs and partly attributing it to mental agony caused by

Proteus. While Archilab sought damages and compensation for mental agony in the sum of Rs. 2 crores, the Learned Arbitrator has reasoned that he is awarding damages for hardship and also mental agony caused by Proteus and pared it down to Rs. 24 lakh. On the face of the record, the manner of conduct by Proteus to frustrate Archilab's rights is writ large in the record, and indeed the Learned Arbitral Tribunal is the best judge of the damages to be awarded.

42. The reference to "mental agony" by itself could not lead to this component of the Impugned Award being contrary to law – in fact, it is consistent with the position declared by the Supreme Court in the case of ***Padmanabhan vs. Natesan***[3], where the Madras High Court was the Section 37 Court, and had set aside an order of a District Court (which was the Section 34 Court) upholding an *ex parte* arbitral award that had awarded damages, including on the premise of mental agony. The Madras High Court had held that award of damages for mental agony was untenable since there was no mention of such power in the arbitration agreement. The Supreme Court, extracted the arbitration clause which had no reference to damages, and set aside the High

[3] *R. Padmanabhan vs. R. Natesan – Civil Appeal No. 16930 of 2017 – order dated October 23, 2017*

Court's order to restore the District Court's order and the arbitral award, and went on to hold as follows:

> *It is very clear that any dispute or difference which arises under the agreement for enforcing any payment of claim is clearly covered under the said clause. This would certainly include damages.*
>
> *6) We are, therefore, of the view that the High Court was incorrect in its view that the arbitration clause limited the parties to enforcing completion of work. Shri Jagadeesan's plea that interest awarded on the principal sum would be contrary to Section 31(7) of the Arbitration and Conciliation Act, 1996 also does not appeal to us because once the award is restored, interest can certainly be awarded on amounts that are payable as found under the award.* ***Also, his plea that an award on account of mental agony may not be given in a commercial contract situation obviously would not cover a case in which the builder is highly indifferent, lethargic and wrongfully retains a house belonging to another person****. This is specifically stated to be the reason for awarding damages on this count in the arbitration award.* ***Ultimately, we must never forget that it is an arbitration award which is being challenged, and the grounds for challenge are constricted.***
>
> ***[Emphasis Supplied]***

43. It is equally trite law that the arbitral tribunal is the sole judge of the quantity and quality of evidence and in the absence of perversity, the Section 34 Court ought not to interfere with the arbitral award as if it were an appellate court or a revisional court. The conduct

of Proteus is writ large from the record and has been accurately read by the Learned Arbitral Tribunal. The extreme steps of Proteus to overcome its obligation to pay Archilab has been called out.

44. The approach adopted through the litigation has been unreasonable and untenable – to cite just a few examples – pleading before the Facilitation Council that there was an arbitration agreement, and yet, pleading before the Learned Arbitral Tribunal that there was no arbitration agreement; refusing to explain the precise status of Mesh Co-Works; refusing to let the Learned Arbitrator, himself a principal of an architecture college to visit the Mesh Co-Works site to understand any deficiency of quality, and that too on the premise that the site was being used by clients; admitting to the balance liability in writing on April 23, 2019 and issuing an ad hoc cheque for Rs. 30 lakh; the cheque getting dishonoured and paying that precise amount alone by demand draft after facing the prospect of proceedings under the NI Act – all these put together, it is for the Learned Arbitral Tribunal to take a view on the agony that Proteus inflicted on a small enterprise like Archilab. In line with the reasoning of the Supreme Court extracted above, in this case too, there is no cause to interfere on the premise that mental agony cannot be inferred in a conflict over a commercial contract.

45. Before parting, a vital element of how a Section 34 Court should look at arbitral awards made by non-lawyer arbitrators but having domain expertise, must be noticed. In ***Associate Builders***[4] the Supreme Court had this to say (*the footnote to the extracted paragraph set out in that judgement is also set out below after the extract*):

> *It must clearly be understood that* ***when a court is applying the "public policy" test to an arbitration award, it does not act as a court of appeal and consequently errors of fact cannot be corrected****. A possible view by the arbitrator on facts has necessarily to pass muster as* ***the arbitrator is the ultimate master of the quantity and quality of evidence to be relied upon when he delivers his arbitral award****. Thus* ***an award based on little evidence or on evidence which does not measure up in quality to a trained legal mind would not be held to be invalid on this score***
>
> *[Inserted Footnote – extracted below:]*
> ***Very often an arbitrator is a lay person not necessarily trained in law****. Lord Mansfield, a famous English Judge, once advised a high military officer in Jamaica who needed to act as a Judge as follows:*
>
> > *" General, you have a* ***sound head, and a good heart****; take courage and you will do very well, in your occupation, in a court of equity. My advice is, to* ***make your decrees as your head and your heart dictate, to hear both sides patiently, to decide with firmness in the best manner you can; but be careful not to assign your reasons, since your determination may be substantially right, although your reasons may be very bad, or essentially wrong****".*

[4] *Associate Builders Vs. Delhi Development Authority – (2015) 3 SCC 49*

It is ***very important to bear this in mind when awards of lay arbitrators are challenged****.*

[Emphasis Supplied]

46. No reasonable reading of the Impugned Award and the interim orders of the Learned Arbitral Tribunal would lead to an inexorable need to interfere with the Impugned Award. The Learned Arbitrator may be a "lay person" for the field of law, but in dealing with a dispute over an architect's work, he is most equipped, being well versed with issues involved in architecture disputes. He was a person institutionally designated by the Council, which administered the independent and institutional selection of the arbitrator. Being a Principal of a college, he has conducted the proceedings with dignity and gravitas without getting heckled by the attempts by Proteus to derail the arbitration. He has patiently conducted the proceedings. The Impugned Award and the orders passed by him withstand the scrutiny envisaged under Section 34 of the Act, and he has done justice to the parties before him. The outcome is just, fair, reasonable and consistent with the contract between the parties. The only element of vulnerability about roping in the Designated Partners as jointly liable with Proteus is being excised by this judgement, saving the Impugned Award from any vulnerability.

Conclusion:

47. With the aforesaid directions and for the reasons set out above, the Petition is ***dismissed*** and the Impugned Award is upheld with the removal of the element of joint liability of the Designated Partners, being the limited intervention by this Court. Interim Applications, if any shall also stand *disposed of*. Deposits, if any, made with the Registry of this Court shall be released within a period of four weeks from the upload of this judgement on the website of this Court.

48. All actions required to be taken pursuant to this order shall be taken upon receipt of a downloaded copy as available on this Court's website.

[SOMASEKHAR SUNDARESAN, J.]