wishes. The rule that all award is not open to objection on the sole basis that it merely reproduced an agreement come to between the parties, applies only where the consent of the parties is regarded by the arbitrator as evidence of the fact that the settlement proposed is fair to all. If the existence of the compromise is disputed, the arbitrator can go into that question and if he finds the compromise to be valid, he can given his award in terms of the same.

This section gives this position to the arbitral tribunal that to the extent possible it should encourage the parties to come to a voluntary settlement and for this purpose to use mediation, conciliation and other procedures.

Sub-section (2) provides that if the parties settle the dispute the Tribunal may terminate the proceedings and if the parties so desire record the settlement in the form of an award on agreed terms. Sub-section (3) requires that an award on settled terms should state that it is an award and it has to be made in accordance with the requirements of Section 31. Sub-section (4) gives to an agreed award the same status and force as if it were an arbitral award.

Form and Contents of Award

Form and Contents of Arbitral Award

1. An arbitral award shall be made in writing and shall be signed by the members of the arbitral tribunal.

2. For the purposes of sub-section (1), in arbitral proceedings with more than one arbitrator, the signatures of the majority of all the members of the arbitral tribunal shall be sufficient the reason for any omittee signature is stated.

3. The arbitral award shall state the reasons upon which it is based, unless :

   i) the parties have agreed that no reasons are to be given, or
   ii) the award is an arbitral award on agreed terms under Section 30.

4. The arbitral award shall state its date and the place of arbitrator determined in accord with Section 20 and the award shall be deemed to have been made at that place.

5. After the arbitral award is made, a signed copy shall be delivered t eacp party.

6. The arbitral tribunal may, at any time during the arbitral proceedings, make an interim arbitral a award on any matter with respect to which it may make a final arbitral award.

7. (a) Unless otherwise agreed by the parties, where and in so far as an arbitral award is for t e payment of money, the arbitral tribunal may include in the sum for which the award 's 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 tile cause of action arose and the date on which the award is made.

   (b) 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.

8. Unless otherwise agreed by the parties –

   a. the costs of an arbitration shall be fixed by the arbitral tribunal:
   b. the arbitral tribunal shall specify –

      i) the party entitled to costs,
      ii) the party who shall pay the costs,
      iii) the amount of costs or method of determining that amount, and
      iv) the manner in which the costs shall be paid.

Explanation: For the purpose of clause (a), "costs" mans the reasonable costs, relating to:

a) the fees and expenses of the arbitrators and witnesses.
b) legal fees and expenses.
c) any administration fees of the institution supervising the arbitration, and
d) any other expenses incurred in connection with the arbitral proceeding and the arbitral award.

Requirements of Valid Award: At the conclusion of the hearing, the Tribunal passes its judgment a it is known as the award. There is no presumption that merely because an award had been made it a valid award. It has to be proved by the party who sues upon it that it was made by the arbitrators within the terms of the authority. A valid award has to satisfy the following requirements:

1) **Must Conform to Submission:** The arbitrator should conform to the terms of the agreement under which he is appointed and is supposed to function. He has no authority to arbitrate that which is not submitted to him. One of the grounds of setting aside in Section 34(2) (iv) says: (iv) the arbitral award deals with a dispute not contemplated by or not falling within the terms of the submission to arbitration, or it contains decisions on matters beyond the scope of the submission to arbitration;

   Provided that, if the decisions on matters submitted to arbitration can be separated from those not so submitted, only that part of the arbitral award which contains decisions on matters not submitted to arbitration may beset aside; or

   Hence an award which is outside the submission is void. If an arbitrator has awarded something beyond authority the award is pro tanto void and if the void part is so mixed up with the rest that it cannot be separated, the award is void altogether and such an ward is liable to be set aside. For example, where the arbitrator awarded damages in lump sum and in reckoning the amount he had taken into account matters which he had no jurisdiction to consider, the award was held to be bad. But where the excess part can be separated from the rest, the part which is within the reference remains valid.

2) **Must be Certain:** The award must be certain in its operative particulars. For example, there must be certainty as to the party who has to perform, who has to receive the payment, the time and mode of payment, the amount payable. An award which says that A or B shall do a certain act, or that the money shall be paid by some or one of the several named persons on demand, has been held to be bad for uncertainty.

   An award allowed the supplier of electricity to recover the amount only as shown by the meter or according to the report of the inspector. Under Section 26(6) of the Electricity Act, 1910, the inspector's

report superseded the award. The Supreme Court held that the award was not uncertain. The supplier claimed that the meter was slow. The Supreme Court referred the matter to arbitration. The arbitrator decided in the above manner.

Where the arbitrator passed an award stating that "the claimant will be paid 10% more than the measured quantity of the embankment for conveyance charges after deducting the quantity of cut earth", it was held that the language of the award was highly vague even to a technically equipped engineer. The court agreed with the following remark of the trial judge:

Apart from the language, the determination calls for a further calculation based upon several records such as the measurement books, a matter on which there may still be scope for controversy. Why the arbitrator should not at least take the trouble of doing this work rather than leaving it to the parties to fight out later. The courts are not obliged to pass a decree based on awards unless the awards are self-contained; if an award calls for other records or evidence so as to be the basis for an executable decree the award is incomplete.

The court agreed with the judge and said that the award was too vague and in determinative of the main points in controversy. It was difficult to confirm the decree which was passed in terms of such an award. An award may be referred back to an arbitrator where it is so indefinite as to be incapable 0 execution. An uncertain award is not capable of being executed with any certainty and, therefore, it may be referred back to the arbitrator to remove the elements of uncertainty from it. Where the setting aside of an award is demanded on the ground of wrong application of law, it may be sent back to the arbitrator with a guidance note as to the state of the law.

A vessel was chartered for a period of 24 months. Its engine suffered a major breakdown. The charterer purported to treat the contract as terminated on this ground. The ship owner, however, elected to continue the contract, he carried out extensive repairs and re-tendered the ship. The charterer refused to take to saying that by failing to make the vessel seaworthy at the inception the ship owner had committed repudiator breach of the contract. The arbitrator held that the ship owner had committed the alleged breach, but it did not go to the roof of the contract. The character's repudiation was wrong, but even so the ship owner was bound to accept it.

The ship owner brought the matter before the court. The court felt that there was a strong prima facie case that the arbitrator's decision that the ship owner was bound to accept the repudiation was wrong. The case thus involved a question or importance in the development of the law of contract as to whether a party is bound to accept a repudiation. The ship owner's appeal for a consideration this question was allowed. The court also held that the award would be remitted to the arbitrator in order that he should summa rise the facts upon which he had concluded that the ship owner had no legitimate interest in keeping the contract alive and was, therefore, bound to accept the repudiation.

3) Must be Consistent and Not Vague: An award may be set in terms of alternatives. An award directed the party to do one of two things. One of the alternatives was certain and impossible, but the other ~as certain and possible. The award was held to be valid and binding. The award should be consistent in all its terms. At inconsistent award is as bad as an uncertain one.

4) Must be Complete and Final: the arbitrator should finally dispose of the matter before him and not leave it a part of the way The award found that some sleepers were merchantable and some not and directed that the buyer should dispose of them and the sleeping broker should certify the difference in amount

realised by the unmerchantable and merchantable sleepers and that amount the seller should pay.

The award was held to be bad for want of finality.

Similarly, where an arbitrator made his award subject to the opinion of a third person, it was held to be a substituted judgment and the award was not final.

Where the award finally decides the facts involved in the submission but is stated in the form of a special case for the opinion of the court over a matter of law, it will not be void for want of finality. The power of the arbitrator to state a special case for the opinion of the court has not been included in the Arbitration and Conciliation Act, 1996 Act. Now under the new Act, it is the duty of the arbitrator to record his finding of facts on the basis of evidence adduced before him and apply the substantive law to the facts so found. Facts must be recorded in the award itself. A mere reference to the evidence is not enough.

Grounds of Challenge Resulting into Termination: The arbitral proceedings shall be terminated by he final arbitral award or by an order of the arbitral tribunal under sub-section (2).

1) The arbitral tribunal shall issue an order for the termination of the arbitral proceedings where:

   a. the claimant withdraws his claim, unless the respondent objects to the' order and the arbitral tribunal recognises a legitimate interest on his part in obtaining a final settlement of the dispute,

   b. the parties agree on the termination of the proceedings, or

   c. the arbitral tribunal finds that the continuation of the proceedings has for any other reason become unnecessary or impossible.

2) Subject to Section 33 and sub-section (4) of Section 34, the mandate of the arbitral tribunal shall terminate with the termination of the arbitral proceedings.

Automatic Termination: The arbitration proceedings stand automatically terminated when the final arbitral award is made.

Where the contract under which an arbitration arose is assigned to another person on an assignment takes place by reason of take over of the concern, it becomes the duty of the assignee to give notice to the arbitrator, within a reasonable period, that he has succeeded to the rights of the previous party to the arbitration. His failure to do so would bring the arbitration agreement to an end.

Termination by Tribunal: An order for the termination of arbitral proceedings has to be passed by the Arbitral Tribunal in the following cases:

1. when proceedings under section 33 have been initiated :
   ii. for interpretation of the award, or
   iii. for making an additional award, or
2. when proceedings for setting aside an award under Section 34(1) have been adjourned by the court to enable the Arbitral Tribunal to take action to eliminate the grounds for setting aside the award. [Section 34(4)].

Powers of Arbitrators: Under Section 13 of the erstwhile 1940 Act the powers of the arbitrator included the following:

1) The powers to administer oath to parties and witnesses appearing before him.

2) In reference to questions of law, he had the power to refer the matter for the opinion of the court or he could write his award his award in terms of a reference to the court on a point of law so that the court's opinion would finally decide the matter. (Not applicable under 1996 Act)

3) He had the power to make the award conditional or in terms of alternatives.

4) He had the power to rectify any clerical error or mistake arising from any accidental slip or omission.

5) He had the power to administer such interrogatories to the parties as may in his opinion be necessary.

Power to Rectify clerical errors or accidental slip or omission [Section 33(1) (a), 1996 Act]: Though the words "accidental slip or omission" are not there in Section 33(1) (a) but such matte a likely to be covered by the words "any other errors of a similar nature". Under clause (a) of section 33 (1) of the 1996 Act the arbitrator has the power to rectify any clerical mistake or error which arises c to any accidental slip or omission. In Rikhabdas v. Ballabhdas, AIR 1962 SC 551, before the Supreme Court, an arbitrator submitted his award without using proper stamps and one of the questions as whether the award could be sent back to the arbitrator for rectifying this error. SARKAR, J. (after war s C.J.) held that the provision as to rectification was not applicable.

Similarly, where an arbitrator had mentioned costs in his award, he was not allowed subsequent, b issuing a new award to say that the intended to include a larger amount by way of costs and by mistake mentioned less.

Power Generally to award Interest [Section 31(7), 1996 Act]: Section 31(7) enables the Arbitral Tribunal to award interest. The provisions of the sub-section are as follows:

Section 31(7)

a) Unless otherwise agreed by the parties, where and insofar 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.

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

The parties may make their own agreement as to the matter of interest. If they have not done so, these provisions would come into play. Where the award is for payment of money, the Tribunal may add a sum by way of interest to the amount awarded at such rate as it deems reasonable. Interest may be allowed on the whole amount awarded or on any part of it and also for the whole or any part of the period between the date of the cause of action and the date on which the award is made. If the Tribunal does not specify and rate of

interest, 18% interest would be applicable from the date of the award to the date of payment.

Correction of Errors: Section' 33(1) (a) permits a party to request the Arbitral Tribunal to correct:

a) Any computation errors,

b) any clerical or typographical errors, or

c) any other errors of a similar nature occurring in the award.

The request is to be made after notice to the other party within the time prescribed.

Recourse Against Arbitral Award

Application for Setting Aside Arbitral Award

1) Recourse to a court against an arbitral award may be made only by an application for se aside such award in accordance with sub-section (2) and sub-section (3).

2) An arbitral award may be set aside by the court only if:

a) the party making the application furnished proof that:

I. a party was under some incapacity, or

II. the arbitration agreement is not valid under the law to which the parties have subjected it or, failing any indication thereon, under the law for the time being in force, or

III. the party making the application was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings or was otherwise unable to present his case; or

IV. the arbitral award deals with a dispute not contemplated by or not falling within the terms of the submission to arbitration, or it contains decisions on matters beyond the scope of the submission to arbitration:

Provided that, if the decisions on matters submitted to arbitration can be separated from those not so submitted, only that part of the arbitral award which contains decisions on matters not submitted to arbitration may be see aside; or

V. the composition of the arbitral tribunal or the arbitral procedure was not in accordance with the agreement of the parties, unless such agreement was in conflict with a provision of this Part from which the parties cannot derogate, or, failing such agreement, was not in accordance with this Part; or

b) the court finds that :

a. the subject-matter of the dispute is not capable of settlement by arbitration under the law for the time being in force, or

b. the arbitral award is in conflict with the public policy of India.

Explanation: Without prejudice to the generality of sUb-c1ause(ii), it is hereby declared, for the avoidance of any doubt, that an award is in conflict with the public policy of India if the making of the award was-induced or affected by fraud or corruption or was in violation of Section 75 or Section 81.

3) An application for setting aside may not be made after three months have elapsed from the date on which the party making that application had received the arbitral award or, if a request had been made under Section 33, from the date on which that request had been disposed of by the arbitral tribunal.

   Provided that if the Court is satisfied that the applicant was prevented by sufficient cause from making the application within the said period of three months it may entertain the application within a further period of thirty days, but not thereafter.

4) On receipt of an application under sub-section (1), the court may, where it is appropriate and it is so requested by a party, adjourn. the proceedings for a period of time determined by it in order to give the arbitral tribunal an opportunity to resume the arbitral proceedings or to take such other action as in the opinion of arbitral tribunal will eliminate the grounds for setting aside t award.

Setting Aside Award (Section 34): The effect of an award no doubt is that the parties cannot a against it as to its merits and the court cannot interfere with it on merits. But this does not me there is no check on the arbitrator's conduct. In order, therefore, to assure proper conduct of proceed', the law allows certain remedies against an award. These remedies can be obtained through a co law having jurisdiction over the matter.

These remedies have been put under the 1996 Act into two groups. To the extent to which the remedy was for rectification of errors, it has been handed over to the parties and the tribunal. Moving the court is not necessary. The parties 'can apply to the Tribunal for removal of errors and the Tribunal can also rectify errors at its own motion. The remedy of setting aside has been moulded into a composite one, namely, setting aside as well as returning the award back to the Tribunal for removal of defects. Thus remission and setting aside have been brought under one head.

Incapacity of Party [Section 34(2) (a) (i)]: If a party to an arbitration is not capable of looking after his own interests, and he is no represented by a person who can protect his interests, the award will not be binding on him and may be set aside on his application. Thus, if a minor, or a person of unsound mind is a party, he must be properly represented by a proper guardian otherwise the award would be liable to be set aside. There is nothing new in this. A minor or a person of unsound mind is not capable of binding himself by a contract and, therefore, an award under a contract does not bind him. In order to protect the interest of such a party Section 9 of the 1996 Act enables him to apply to the court for the appointment of a guardian for a minor or a person of unsound mind for the purpose's of arbitral proceedings. The ground of incapacity would cease to be available when the incompetent person is represented by a guardian.

Invalidity of Agreement [Section 34 (2) (a) (ii)]: If the arbitration agreement is invalid, the reference there under and consequently the award or the basis of such reference would be invalid and can be set aside. The validity of an arbitration agreement can be challenged on any of the grounds on which the validity of a contract may be challenged. In cases where the arbitration clause is contained in a contract, the arbitration clause will be invalid if the contract is invalid.

Notice not given to party [Section 34 (2) (a) (iii)]: Section 34 (2) (a) (iii) permits challenges to an award on the grounds:

a) That the party was not given proper notice of the appointment of an arbitrator, or

b) that the party was not given proper notice of the arbitral proceedings, or

c) that the party was for some reason unable to present his case.

Section 12 gives a party the right to challenge the appointment of an arbitrator on the ground of his integrity and impartiality being doubtful and of challenging the award on this ground. If the party is no given notice of the appointment of an arbitrator he is deprived of this valuable right.

It is essential that the parties be given proper notice of the arbitral proceedings so that they may file their statements of claim or defence as required by Section 23. Under section 23 (1) the Arbitral Tribunal has to determine the time within which the statements must be filed. This determination must be communicated to the parties by a proper notice. Failure to give such notice may deprive the parties of the opportunity placing their cases before the tribunal. Further, sub-section (2) of Section 23 mandates that the parties shall be given sufficient advance notice of any hearing and of any meeting of the Tribunal for the purpose of inspection of documents, goods or other property. If there is a non-compliance of these obligations in reference to a party, the award would be liable to be set aside at the instance of that party.

If for any good reason a party is prevented from appearing and presenting his case before for Tribunal, the award will be liable to be set aside as the party will be deemed to have been deprived of an opportunity of being heard.

Award beyond scope of reference [Section 34(2) (a) (iv)): The reference of a dispute under an agreement defines the limits of the authority and jurisdiction of the arbitrator. The arbitrator's authority hap has it source in the reference. he cannot traverse beyond the reference, If he does so he acts without jurisdiction. The jurisdiction of the arbitrator is limited by the reference and if the arbitrator has assumed jurisdiction not possessed by him the award to the extent to which it is beyond the arbitrator's jurisdiction would be invalid and liable to be set aside.

Section 34(1) (a) (iv) of the present 1996 Act provides that an arbitral award is liable to be set aside if it deal with a dispute.

a) not contemplated by the reference, or

b) not falling within the terms of the reference, or

c) it contains a decision in matters beyond the reference.

Illegality in Composition of Tribunal or in arbitral procedure [Section 34(2) (a) (v)]: An application under Section 34 for setting aside an arbitral award can be made on the grounds

a) that the composition of the Tribunal was not in accordance with the agreement; or
b) that the procedure agreed to by the parties was not followed in the conduct of proceedings or
c) that, in the absence of agreements as to procedure, the procedure prescribed by the Act was not followed.

Failure to follow the agreed procedure or the procedure prescribed by the Act is a procedural misconduct. Where the parties agreed that the counsel's opinion should be sought on the legal questions surrounding

the arbitration such opinion and the award based on it should not be lightly overturned.

Non-speaking award: It was not obligatory under the 1940 Act for an arbitrator, unless the parties so to required, to state reasons for his award. This state of the law has been changed by 1996 Act which provides its Section 31 (3) that an arbitral award shall state the reasons upon which it is based, unless the parties have agreed that no reasons are to be given or the award is on agreed terms. In the decision of the Supreme Court in Food Corporation of India vs. Great Eastern Shipping Co. Ltd. (1988) 3 SCR 366 : AIR 1988 SC 1198 and Raipur Development Authority v. Chokhamal Contractors (1982) 2 SCC 721 AIR 1990 SC 1426, it was held that no objection could be taken to an award merely on the ground that no reason were stated when the arbitration clause didn't contain any requirement to that effect. On the basis of these decisions, the Supreme Court in Food Corporation of India v. Jagdish Chandra Saha, AIR 1994 sC 219 came to the conclusion that though the unreasoned award could not have been challenged the Calcutta High Court was wrong in not considering other possible objections to a non speaking award. The party was challenging the validity on the ground that the effect of the arbitration agreement was that reasons were required to be stated. The matter was accordingly sent back to the trial court to consider such other objection as were available against a silent award.

The Supreme Court reiterated these points in M.K. Shah Engineers and Contractors v. State of M.P. 1999) 2 SCC 594; AIR 1999 SC 950. An arbitrator's award is not vitiated merely because the arbitrator has not given an item-wise award and has chosen to give a lump sum award. A lump sum award is not a bad award. An award need not formally express the decision of the arbitrator on each matter of difference, nor it is necessary for the award to be a speaking one (under the 1996 Act it has to be a speaking one unless the parties agree otherwise). It will be presumed that the award disposes of finally all the matters in difference.

A non-speaking award can be interfered with where it has been passed without jurisdiction or if the arbitrator has misconducted himself or the proceedings.

Reasoned or Speaking Awards: it becomes easier to locate a fault if the award is with a statement of reasons and there is a flaw in them. A reasoned award is known as a speaking award. The Supreme Court explained the concept in Jajodia (Overseas) (P) Ltd. v. Industrial Development Corporation of Orissa (1993) 2SCC 106.

A speaking or reasoned award is one which discusses or sets out the reasons which led the arbitrator o make the award. Setting out the conclusions upon the question or issues that arise in the arbitration proceedings without discussing the reasons for coming to those conclusions does not make an award a reasoned or speaking award.

Reference in the award to pleadings does not amount to not incorporating the pleadings in the award.

The question where a contract or a clause of it is incorporated in the award is a question of the construction of the award. The test is, does the arbitrator come to a finding on the wording of the contract. If he does, he can be said to have impliedly incorporated the contract or a clause in it. But a mere general reference to the contract in the award is not to be held as incorporating it.

Even where the contract or any clause of it finds incorporation in the award, it would still be necessary or setting aside the award that it suffered from a patent defect. In its decision in Bungo Steel Furniture P) Ltd. v. Union of India (1967) 1 SCR 633 : AIR 1967 SC 378, the Supreme Court quoted the well known passage from the judgment of Lord DUNEDIN in Champsey Bharat Co. v. Jivraj Balloo Spinning & Weaving Co. Ltd.,

SOIA 324: AIR 1923 PC 66.
An error in law on the face of the award means, in their Lordships' view, that you can find in the award or a document actually incorporated thereto, as for instance a note appended by the arbitrator stating j)e reasons for his judgment, some legal proposition which is the basis of the award and which you can en say is erroneous, it does not mean that if in narrative a reference is made to a contention of one party, that opens the door to seeing first what that contention is, and then going to the contract on which me parties' rights depend to see if that contention is sound ....

An award has to be read as a whole and harmoniously. The grounds upon which an award can be set aside are limited. The court should be very circumspect about setting aside an award reached by an arbitrator.

Another possible angle from which the validity of a non-speaking award can be examined as the subject-matter of some explanation in Sudarsan Trading Co. v. Government of Kerala (1989 2 SCC 38 : (1989) 1 SCR 665,687. SABYASACHI MUKHERJI, J., said:

An award may be remitted or set aside on the ground that the arbitrator in making it has exceeded his jurisdiction and evidence of matters not appearing on the face of it, will be admitted it order to establish whether the jurisdiction had been exceeded or not, because the nature of the dispute is something which has to be determined outside that award - whatever might be said about it in beyond his jurisdiction - is a different ground from an error apparent on the face of the award.

It is not necessary that the arbitrator should give actual arithmetical computation of amount awarded under different heads. It is enough that the award indicates reasons for allowing or disallowing objections raised by the parties in respect of the different claims.

Dispute not Arbitrable [Section 34(2) (b) (i)): Generally speaking, almost all matters in dispute, not being of a criminal nature, may be referred to arbitration. Where the law has given jurisdiction to determine a particular matter to specified tribunals only, determination of that matter by other tribunals is excluded. Insolvency proceedings "require the exercise of judicial discretion and it would be acting contrary to the whole spirit of the Insolvency Act to the arbitrator". It has, therefore, been held that proceedings in insolvency including the question whether or not a certain person should be declared an insolvent, cannot be referred to arbitration. Similarly, only matters in difference between the parties to litigation which affect private rights can be referred to arbitration. Matters of public right cannot be decided by arbitration. A judgment in probate proceedings is not merely inter parties but a judgment in rem. It cannot be allowed to be decided by arbitrators selected at the instance of the parties to the proceeding. Questions, therefore, relating to the genuineness of a will or revocation of probate cannot be referred to arbitration. Proceedings for winding up of a company under the Companies Act, 1956 cannot be referred to arbitration. Similarly, a suit under Section 92 of the Code of Civil Procedure is not one for the determination of the private rights of parties, and matters in such a suit cannot be referred to arbitration, though disputes inter se about a mutt which is not a public charity, between parties litigating in their own right, can be referred to arbitration.

Proceedings relating to the appointment of a guardian are also not matters of private interest and cannot be settled by reference to arbitration.

The arbitrator cannot clothe himself collusively with the jurisdiction to decide or omit to decide the arbitrability of a particular item. He has to state reasons for his decision one way other. His jurisdiction to decide on merits depends on the arbitrability of the issue. The Supreme Court in U.P. Rajkiya Nirman Nigam ltd. v. Indure (P) Ltd. (1996) 2SCC 667: AIR 1996 SCW 980 held that the arbitrability of a claim