



Lex Info

An E - Magazine
(from Law Branch, South Central Railway)

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Articles/write-ups on legal issues relevant to railways' working are invited from officers/ staff including from other zonal railways/ production units;

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Vol -IV

Issue - 06

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Page No.	Article
2	The Copyright Act, 1957
3	Right To Information Series..... Contd.
4	Whenever personal information is sought under the RTI Act, disclosure of an interest in the said information sought would be necessary to establish the bonafides of the applicant
5	Difference Between: Sub silentio & Per incuriam FAQ: What is a Subsidiary Company?
6	The Code on Occupational Safety, Health & Working Conditions 2020... contd..
7	Yours Legally - Invocation of Bank Guarantee – Invariably to be done within claim period only but not within liability period.
8	Treatise on Arbitration & Conciliation Act, 1996

Legal Maxim

Per Curiam (decision or opinion) – By the court. In other words, The decision is made by the court (or at least, a majority of the court) acting collectively.

ABC OF ACTS**The Copyright Act, 1957
(No. 14 of 1957)**

The Copyright Act, 1957 came into effect on 21st January, 1958 and it extends to the whole of India. The object of copyright law is to encourage authors, composers, artists and designers to create original works by rewarding them with the exclusive right for a limited period to exploit the work for monetary gain. The Act contains 15 chapters and 79 sections.

Chapter-1 (Sec. 1 to 8) provides for preliminary information, Chapter-2 (Sec.9 to 12) provides for information of Copyright Office and Copyright Board, Chapter-3 (Sec.13 to 16) provides for 'Copyright', Chapter-4 (Sec.17 to 21) provides for 'ownership of copyright and the rights of the owner, Chapter-5 (Sec.22 to 29) provides for 'Term of Copyright', Chapter-6 (Sec.30 to 32B) provides for 'Licenses', Chapter-7 (Sec.33 to 36A) provides for 'Copyright Societies', Chapter-8 (Sec.37 to 39A) provides for 'Rights of Broadcasting Organization and of Performers', Chapter-9 (Sec.40 to 43) provides for 'International Copyright', Chapter-10 (Sec.44 to 50A) provides for 'Registration of Copyright', Chapter-11 (Sec.51 to 53A) provides for 'Infringement of Copyright', Chapter-12 (Sec.54 to 62) provides for 'Civil Remedies', Chapter-13 (Sec.63 to 70) provides for 'Offences', Chapter-14 (Sec.71 to 73) provides for 'Appeals' and Chapter-15 (Sec.74 to 79) provides for 'Miscellaneous'.

This Act protects original literary, dramatic, musical and artistic works and cinematograph films and sound recordings from unauthorized uses. There is no copyright protection for ideas, procedures, methods of operation or mathematical concepts as such. There is no copyright in ideas. Copyright subsists only in the material form in which the ideas are expressed. Copyright deals with the rights of intellectual creators in their creation. The copyright law deals with the particular forms of creativity, concerned primarily with mass communication.

Section 14 of the act defines copyright as:

1. In case of literary, dramatic or musical work:

- Reproducing the work in any material form which includes storing of it in any medium by electronic means,
- Issuing copies of the work to the public which are not already in circulation,
- Performing the work in public or communicating it to the public,
- Making any cinematograph film or sound recording in the respect of work,
- Making any translation or adaptation of the work.

2. In case of a computer programme:

- To do any of the acts specified in respect of a literary, dramatic or musical works,
- To sell or give on commercial rental or offer for sale or for commercial rental any copy of the computer programme.

3. In the case of artistic works:

- To reproduce the work in any material form including storing of it in any medium by electronic or other means, depiction in three dimensions of a two dimensional work and depiction in two dimensions of a three dimensional work,
- Communicating the work to the public,
- Issuing copies of work to the public which are not already in existence,
- Including work in any cinematograph films,
- Making adaptation of the work, and to do any of the above acts in relation to an adaptation of the work.

4. In the case of cinematograph film:

- To make a copy of the film, including photograph of any image forming part thereof or storing of it in any medium by electronic means or otherwise.
- To sell or give on commercial rental or offer for sale or for such rental, any copy of the film,
- To communicate the film to the public.

5. In the case of sound recording:

- To make any other sound recording embodying it "including storing of it in any medium by electronic or other means,
- To sell or give on commercial rental or offer for sale or for such rental, any copy of the sound recording,
- To communicate the sound recording to the public.

Author is

Works	Author
Literary Dramatic Work	Creator of Work
Musical Work	Composer
Cinematograph Film	Producer
Sound Recording	Producer
Photograph	Photographer
Computer Generated Work	Person who causes the work to be created

To be contd... in next issue...

V. Appa Rao, CLA, GM/O/SCR

RTI Series

Section 11 information continues.....

Can information received from another public authority be treated as 3rd party information?

The answer to this question lies in the DoP&T's Office Memorandum No. 8/2/2010/IR dated 27.04.2010. The practice to be adopted by different Public Authorities, when they receive RTI applications seeking information, pertaining to the information received in confidential capacity from another Public Authority, is laid down therein. Relevant extract is placed below:

“2. Section 11 of the Act provides the procedure of disclosure of 'third party' information. According to it, if a Public Information Officer (PIO) intends to disclose an information supplied by a third party which the third party has treated as confidential, the PIO, before taking a decision to disclose the information shall invite the third party to make submission in the matter. The third party has a right to make an appeal to the Departmental Appellate Authority against the decision of the PIO and if not satisfied with the decision of the Departmental Appellate Authority, a second appeal to the concerned Information Commission. The PIO cannot disclose such information unless the procedure prescribed in section 11 is completed.

3. As defined in clause (n) of Section 2 of the Act, 'third party' includes a public authority. Reading of the definition of the term, 'third party' and Section 11 together makes it clear that if a public authority 'X' receives some information from another public authority 'Y' which that public authority has treated as confidential, then 'X' cannot disclose the information without consulting 'Y', the third party in respect of the information and without following the procedure prescribed in Section 11 of the Act. It is a statutory requirement, non-compliance of which may make the PIO liable to action.

4. The Public Information Officers and the First Appellate Authorities should keep these provisions of the Act in view while taking decision, about disclosure of third party information in general and disclosure of the third party information, when third party is a public authority, in particular.”

What if, the whereabouts of the 3rd party is not known?

This issue was dealt with by the Hon'ble CIC in P.Pramod Kumar v. PIO, Regional Passport Office, Secunderabad (Appeal No. CIC/SG/A/2012/001287). The respondents stated that the information cannot be supplied, the same being exempted under S. 8 (1)(j). It was further placed before the CIC that the present whereabouts of the 3rd party were not maintained by the Ministry. In re-

sponse to the non-availability of the address of the 3rd party, the CIC ruled that “if the third party's address is not located it does not mean that citizen's right to information would disappear.”

Can notings generated by an employee be treated as 3rd party information?

“Any noting made in the official records of the Government/public authority is information belonging to the concerned Government/public authority. The question whether the information relates to a third party is to be determined by the nature of the information and not its source. The Government is not a natural person and all information contained in the official records of the Government/public authority is generated by individuals (whether employed with the Government or not) or other entities. Thus, the reasoning, that the notings or information generated by an employee during the course of his employment is his information and thus has to be treated as relating to a third party, is flawed.” [Delhi High Court in Paras Nath Singh v. Union of India. WP (C) No. 7845/2013. DOJ – 12.02.2018]

Will appeal provision come to the rescue of a 3rd party, if aggrieved by the decision of PIO to part with information?

The appeal provision for 3rd party [S.19(2)] is not useful since the PIO furnishes information to the RTI applicant upon receipt of the submission of the 3rd party and is not convinced with the submission of the third party, without any further notice to the 3rd party. Either the provision for appeal for 3rd party to be omitted, or to make the provision effective and meaningful, there needs to be a provision for first withholding of information temporarily (say for 15 days or 30 days) when the PIO decides to part with the information after receipt of the submission of the third party, and grant an opportunity to the 3rd party to first prefer a First Appeal.

If the First Appellate Authority overrules the decision of the PIO who decided not to furnish information pertaining to a third party, and takes a decision to provide information related to a third party, similar provision is required to withhold the information for a shorter duration to facilitate the third party to prefer Second Appeal before the SIC / CIC. It is also required that the First Appellate Authority and Second Appellate Authority (SIC or CIC) are bestowed with the power of passing interim order, to put on hold revealing of information pertaining to a third party, until such time the First Appeal / Second Appeal is decided. At present the Act, 2005 does not provide for passing any interim order under any circumstances. This is a draw back in the Act, 2005.

M.K. Shaji, CLA/RWF

Whenever personal information is sought under the RTI Act, disclosure of an interest in the said information sought would be necessary to establish the bonafides of the applicant

In W.P.(C) 7976/2020-Har Kishan Vs. President Secretariat through its Secreatry & Anr.- decided on 29.1.2021, High Court of Delhi held the whenever personal information is sought under the RTI Act, disclosure of an interest in the said information sought would be necessary to establish the bonafides of the applicant.

The Petitioner sought information under the Right to Information Act, 2005, in respect of certain appointments made for Multi-Tasking Staff at the Presidential Estate, Rashtrapati Bhawan. The following was the information, inter alia was sought by the Petitioner:

The information regarding total no candidates as per every center separately who appeared in this examination., 5. complete name and address of examination centers of all the candidates who have been selected for appointment to the post of Multi Tasking Staff under said Notification, and 6. complete residential address and their father's name of all selected candidates who have been appointed to the post of Multi Tasking Staff, under said Notification. The same was responded to by the Presidential Secretariat, except with regard to item No6, on the ground that it is a personal information and can't be provided u/s 8(1)(j) of the RTI Act, 2005 and that the disclosure of it has not relationship to any public activity or interest and it would cause unwarranted Invasion of the privacy of the individual. Having not successful in first appeal and second appeal before CIC, the Petitioner challenged the impugned decision of CIC before the High Court in the instant case.

While hearing the matter, the High Court observed that the Petitioner's daughter had also applied for an appointment as Multi-Tasking Staff, in the Presidential Estate, Rashtrapati Bhawan. However, this fact does not find any mention in the writ petition. A perusal of the writ petition also shows that the Petitioner himself was earlier working in the Presidential Estate on an ad-hoc basis, from 2012-2017.

The High Court held that whenever personal information is sought under the RTI Act, disclosure of an interest in the said information sought would be necessary to establish the bonafides of the applicant. Nondisclosure of the same could result in injustice to several other affected persons, whose personal information is sought. The present writ petition is cleverly quiet about the fact that the Petitioner's daughter had applied being considered for appointment for the post of Multi-Tasking Staff at the Rashtrapati Bhawan. The seeking of the above information, especially after the Petitioner's daughter did not obtain employment, clearly points to some ulterior motives.

Even otherwise, on merits, the information sought in respect of the names of the fathers and residential addresses of the candidates is completely invasive, and would be a roving and fishing enquiry. The said information which is sought is clearly protected under Section 8(1)(j) of the RTI Act which provides that any such information shall not be provided which constitutes personal information and is invasive of the privacy of individuals. Considering the fact that the information in respect of item nos.1 to 5 of the RTI Application has already been provided to the Petitioner, High Court did not find any merit in the present writ petition, which challenges the rejection of information sought under item no.6. Therefore, for the act of the Petitioner having concealed the material facts including that his daughter had applied for appointment to the post of Multi-Tasking Staff, the petition is dismissed with costs of Rs.25,000/-

B.R.R. Naidu, CLA/Con/SCR

Joke

The day after a verdict had been entered against his client, the lawyer rushed to the judge's chambers, demanding that the case be reopened. He said that he had new evidence that made a huge difference in his defense. "What new evidence could you have?" said the judge. The lawyer replied, "My client has an extra \$50,000, and I just found out about it."

Difference between**Sub silentio &
Per incuriam**

Sub- Silentio is a legal Latin term meaning "under silence" or "in silence". Salmond on Jurisprudence, Twelfth Edition: P. J. Fitzgerald on this proposition: "A decision passes sub silentio, in the technical sense is that has come to be attached to that phrase, when the particular point of law involved in the decision is not perceived by the Court or present to its mind. The Court may consciously decide in favour of one party because of point A, which it considers and pronounces upon. It may be shown, however, that logically the Court should not have decided in favour of the particular party unless it also decided point B in his favour; but point B was not argued or not considered by the Court. In such circumstances, although point B was logically involved in the facts and although the case had a specific outcome, the decision is not an authority on point B. Point B is said to pass sub-silentio". Sub-silentio decisions are not binding on the particular point and cannot be cited as a precedent and is an exception to the doctrine of precedents. According to the Black's Law Dictionary, "the precedents that pass sub silentio are of little or no authority."

Per incuriam means "carelessness", though practically it means as per ignoratium, meaning ignorance of law. When courts ignore law and proceed to pass judgment, the said decision becomes *per incuriam* and does not have any binding value on lower courts.

The Apex Court held in Hyder Consulting (UK) Ltd. v. State of Orissa [CA No.3148/2012. DOJ – 25.11.2014]: "The latin expression per incuriam literally means 'through inadvertence'. A decision can be said to be given per incuriam when the Court of record has acted in ignorance of any previous decision of its own, or a subordinate court has acted in ignorance of a decision of the Court of record. As regards the judgments of this Court rendered per incuriam, it cannot be said that this Court has "declared the law" on a given subject matter, if the relevant law was not duly considered by this Court in its decision."

K. Gopinath, CLA, GM/O/SCR

FAQ**What is a Subsidiary Company?**

Under Section 2 (87) of the Companies Act, 2013 - Subsidiary Company or Subsidiary companies in relation to any holding company means a company in which the holding company- (i) Controls the composition of the Board of directors; or (ii) Exercises or controls more than 50% of the total share capital either at its own or together with one more of its subsidiary companies: Provided that such class or classes of holding companies as may be prescribed shall not have layers of subsidiaries beyond such numbers as may be prescribed.

Essentially, if one company holds more than 50% of the shares of another or appoints a majority of the other company's directors, the second company is a subsidiary of the first. The first company is called the holding company.

A subsidiary is a separate legal business entity that generates its own revenue and debt, but remains under the control of the "parent" company. A company's bylaws are crucial in determining the internal operational functions, controls and policies by which the company is operated. Bylaws provide the new subsidiary with its individual operational structure. This is important from the viewpoint of protecting the parent company and shareholders in the event that the new business venture fails. Furthermore, from a legal standpoint, bylaws are necessary in establishing the legal entity and the subsidiaries corporate identity. In addition, an indemnification agreement document is required to protect the company's officers and directors from liability. This releases management from any and all liabilities of the company.

The Companies Act,2013(Companies Act) read with the Companies (Restriction on Number of Layers) Rules,2017(Layering Rules) provides that a company is not allowed to have more than 2 (two) layers of subsidiaries.

A subsidiary operates as a separate and distinct corporation. Corporations are allowed to enter into contracts, sue and be sued, own assets, remit federal and state taxes, and borrow money from financial institutions. This benefits the company for the purposes of taxation, regulation, and liability.

K. Gopinath, CLA, GM/O/SCR

CODE ON OCCUPATIONAL SAFETY, HEALTH & WORKING CONDITIONS 2020

Contd.. from last issue.

Rights of Employee:

Every employee has the following rights under the Code:

- (i) To obtain from the employer, information relating to employee's health and safety at work and represent to the employer regarding inadequate provision for protection of the employees' safety or health in connection with the work activity in the workplace, and if not satisfied, to the inspector-cum-facilitator;
- (ii) If he has reasonable apprehension that there is a likelihood of imminent serious personal injury or death or imminent danger to health, he may bring the same to the notice of his employer directly and simultaneously bring the same to the notice of the inspector-cum-facilitator;
- (iii) The employer is required to take immediate remedial action if he is satisfied about the existence of such imminent danger and send a report forthwith of the action taken to the inspector-cum-facilitator in such manner as may be prescribed by the Government; and
- (iv) If the employer is not satisfied about the existence of any imminent danger as apprehended by his/he employees, he shall, nevertheless, refer the matter forthwith to the inspector-cum-facilitator whose decision on the question of the existence of such imminent danger shall be final [Section 14 of the OSH Code].

Duties of Employer:

Every employer is required to fulfil the following:

- i) Ensure that the workplace is free from hazards which cause or are likely to cause injury or occupational disease to the employees and comply with the OSH Code and the Government's directions on the same;
- ii) Provide free annual health examination or test, free of costs to certain classes of employees;
- iii) Provide and maintain, as far as is reasonably practicable, a working environment that is safe and without risk to the health of the employees;
- iv) Ensure that no charge is levied on any employee for maintenance of safety and health

at workplace including conduct of medical examination and investigation for the purpose of detecting occupational diseases &

- v) Issue letters of appointments to employees [Section 6(1) of the Code].

The Code lays down more stringent set of duties for employers with respect to factories, mines, dock work, building and other construction work or plantations, including (i) arrangements in the workplace for ensuring safety and absence of risk to health in connection with the use, storage and transport of articles and substances; (ii) provision of such information, instruction, training and supervision as are necessary to ensure the health and safety of all employees at work, etc [Section 6(2) of the Code].

The Code states that it shall be the duty of the architect, project engineer or designer responsible for any building or construction work or the design of any project relating to such building, to ensure that, at the planning stage, due consideration is given to the safety and health aspects of the building workers and employees who are employed in the erection, operation and execution of such projects [Section 9 of the Code].

Health, Safety and Working Conditions:

The employer is required to provide and maintain welfare activities for employees as may be prescribed by the Central Government including (i) adequate and suitable facilities for washing to male and female employees separately; (ii) bathing places and locker rooms for male, female and transgender employees separately; (iii) sitting arrangements for all employees obliged to work in a standing position; (iv) adequate first-aid boxes or cupboards with contents readily accessible during all working hours; and (v) any other welfare measures which the Central Government considers, under the set of circumstances, as required for decent standard of life of the employees [Section 24 of the Code]. Employment of women in all establishments for all types of works is permitted and they can be utilised at night beyond 7 pm and before 6 am subject to the conditions related to working hours, safety, holiday, consent etc.

The Central Government is entitled to prescribe for provision of, inter alia, (i) cleanliness and hygiene; (ii) ventilation, temperature and humidity; (iii) adequate standard of humidification; (iv) potable drinking water; (v) adequate lighting; (vi) adequate standards to prevent overcrowding, etc [Section 24 of the Code].

To be Contd...

M.K. Shaji, CLA/RWF

YOURS LEGALLY**Invocation of Bank Guarantee – Invariably to be done within claim period only but not within liability period.**

In WP(C) No.22760 of 2019 (T) Cochin Port Trust Vs. Bank of India and another, High Court of Kerala held the petitioner is not entitled to invoke the Guarantee during the claim period after the expiry of the validity period of the Bank Guarantee.

The petitioner–Cochin Port Trust is aggrieved by the refusal of the 1st respondent to encash Bank Guarantee and transfer the same to the petitioner. The petitioner also seeks to declare that invocation of the Bank Guarantee during the claim period is valid invocation and binding on the Bank.

The petitioner states that a tender was floated by them for awarding the work of providing consultancy services. The 2nd respondent being the successful bidder agreement dated 20.08.2014 was executed. And the 2nd respondent furnished Bank Guarantee dated 21.07.2014. By said Bank Guarantee the 1st respondent-Bank agreed to pay the petitioner on demand any and all money payable by the 2nd respondent to the extent of `19,40,000/- at any time up to 30.09.2015. The Bank Guarantee was extended from time to time on same conditions and the final extension of the Bank guarantee was up to 31.03.2019 with claim period up to 31.03.2020.

Certain defects were noticed in the work of the 2nd respondent and the 1st respondent-Bank was informed on 06.06.2019 to return the Bank Guarantee amount until further communication is received from the petitioner. As the 2nd respondent did not initiate remedial measures even within a period of one month, the petitioner invoked the Bank Guarantee on 28.06.2019, 29.06.2019 and 01.07.2019.

However, the 1st respondent informed the petitioner that the Bank Guarantee cannot be paid as the guarantee period has lapsed and only claim period is remaining. The petitioner contends that refusal of the 1st respondent to honour the Bank Guarantee is illegal and in violation of the conditions of the Bank Guarantee. The petitioner therefore challenges the refusal of the 1st respondent-Bank to realise the Bank Guarantee.

The petitioner argued that the invocation of the Bank Guarantee was done by the petitioner within the time period. According to the petitioner, it is settled law that invocation of the Bank Guarantee after the validity period but within the claim period, is perfectly lawful and ought to be respected. Bank Guarantees are irrevocable and unconditional. The Bank Guarantee is an independent agreement between the petitioner–beneficiary and the Bank. The Bank Guarantee therefore can be invoked by the pe-

tioner regardless of any dispute between the petitioner and the 2nd respondent.

The Bank Guarantee Extension reads as follows:

“Extension of BG No.00151PEBG140103 dated 21.07.2014 from 01.11.2018 to 31.03.2019 for 19,40,000/- on behalf of Shrikhande Consultant Pvt. Ltd. At the request of M/s. Shrikhande Consultants Pvt. Ltd. we the Bank of India, Dadar (west) Branch Mumbai 400028 extend the validity of captioned Bank Guarantees upto 31.03.2019. All the other terms and conditions shall remain unchanged. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only if you serve upon us a written claimer demand on or before expiry of this renewed guarantee.

All other terms & condition mentioned in the guarantee as originally issued/renewed earlier remained unchanged.

The Bank Guarantee shall be valid upto 31.03.2019 with one year claim period i.e. upto 31.03.2019. Notwithstanding anything contained here above our liability under the Guarantee is restricted to 19,40,000/- (Rupees Nineteen Lac Forty Thousand Only) and this guarantee is valid upto 31.03.2019.

We shall be released and discharged from all liabilities hereunder unless a written claim for payment under this guarantee is lodged/claimed on or before 31.03.2020 irrespective of whether or not the original guarantee is returned to us.”

It is evident that the validity of the said guarantee is only up to 31.03.2019. Even according to the petitioner, demands were made only on 28.06.2019, 29.06.2019 and 01.07.2019 which dates are subsequent to the period of validity of Bank Guarantee. The petitioner strongly urged that the claim period extends up to 30.03.2020 and before the said date written demand was made to the 1st respondent-Bank. The extended claim period is in terms of Exception 3 to Section 28 of the Contract Act.

The High Court held that the extended period of claim provided for under Exception 3 to Section 28 of the Contract Act is intended for extinguishment of the rights or discharge of any party from any liability under a Bank Guarantee/agreement. To arise a right under the Bank Guarantee Agreement, a demand has to be made within the period of validity of the Agreement. Having not made any demand within the validity period of the Bank Guarantee, the petitioner is not entitled to invoke the Guarantee during the claim period after the expiry of the validity period of the Bank Guarantee. Holding that the writ petition is devoid of any legal merit and dismissed.

N. Murali Krishna, Sr.Law Officer

TREATISE ON**A & C Act, 1996****Default of a Party to attend Arbitration proceedings: - Section 25**

Power of arbitrator to recall order of termination of arbitral proceedings: The scheme of Section 25 of the Act clearly indicates that on sufficient cause being shown, the statement of claim can be permitted to be filed even after the time as fixed by Section 23(1) has expired. Thus, even after passing the order of terminating the proceedings, if sufficient cause is shown, the claims of statement can be accepted by the arbitral tribunal by accepting the show-cause and there is no lack of the jurisdiction in the arbitral tribunal to recall the earlier order on sufficient cause being shown. [Srei Infrastructure Finance Limited v. Tuff Drilling Private Limited, Civil Appeal No. 15036 of 2017]

However, the Supreme Court has distinguished that the arbitrator can have power to recall order of termination of arbitral proceedings under Section 25 but not termination under Section 32 of the Act. A distinction was made by the Supreme Court between the mandate terminating under section 32 and proceedings coming to an end under section 25. No recall application would, therefore, lie in cases covered by section 32(3). In *SAI BABU VERSUS M/S CLARIYA STEELS PVT. LTD.* [Date of Judgement: 01-05-2019], the Supreme Court relying on *SREI Infrastructure Finance Limited v. Tuff Drilling Private Limited* [(2018) 11 SCC 470], this Court held as follows:

Section 32 contains a heading “Termination of Proceedings”. Sub-section (1) provides that the arbitral proceedings shall be terminated by the final arbitral award or by an order of the Arbitral Tribunal under sub-section (2). Sub-section (2) enumerates the circumstances when the Arbitral Tribunal shall issue an order for the termination of the arbitral proceedings. The situation as contemplated under Sections 32(2)(a) and 32(2)(b) are not attracted in the facts of this case. Whether termination of proceedings in the present case can be treated to be covered by Section 32(2)(c) is the question to be considered.

Clause (c) contemplates two grounds for termination i.e. (i) the Arbitral Tribunal finds that the continuation of the proceedings has for any other reason become unnecessary, or (ii) impossible. The eventuality as contemplated under Section 32 shall arise only when the claim is not terminated under Section 25 (a) and proceeds further. The words “unnecessary” or “impossible” as used in clause (c) of Section 32 (2), cannot be said to be covering a situation where

proceedings are terminated in default of the claimant. The words “unnecessary” or “impossible” has been used in different contexts than to one of default as contemplated under Section 25(a). Subsection (3) of Section 32 further provides that the mandate of the Arbitral Tribunal shall terminate with the termination of the arbitral proceedings subject to Section 33 and sub-section (4) of Section 34. Section 33 is the power of the Arbitral Tribunal to correct any computation errors, any clerical or typographical errors or any other errors of a similar nature or to give an interpretation of a specific point or part of the award. Section 34(4) reserves the power of the court to adjourn the proceedings 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 the Arbitral Tribunal will eliminate the grounds for setting aside the arbitral award.

On the termination of proceedings under Sections 32(2) and 33(1), Section 33(3) further contemplates termination of the mandate of the Arbitral Tribunal, whereas the aforesaid words are missing in Section 25. When the legislature has used the phrase “the mandate of the Arbitral Tribunal shall terminate” in Section 32(3), non-use of such phrase in Section 25(a) has to be treated with a purpose and object. The purpose and object can only be that if the claimant shows sufficient cause, the proceedings can be recommenced.”

N. Murali Krishna, Sr.Law Officer

KNOW OUR CONSTITUTION**Article-48 - Organization of agriculture and animal husbandry:**

The State shall endeavour to organize agriculture and animal husbandry on modern and scientific lines and shall, in particular, take steps for preserving and improving the breeds, and prohibiting the slaughter, of cows and calves and other milch and draught cattle.

Article-48A- Protection and improvement of environment and safeguarding of forests and wild life

The State shall endeavour to protect and improve the environment and to safeguard the forests and wild life of the country

Article-49 - Protection of monuments and places and objects of national importance:

It shall be the obligation of the State to protect every monument or place or object of artistic or historic interests, declared by or under law made by Parliament to be of national importance, from spoliation, disfigurement, destruction, removal, disposal or export, as the case may be.