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*** IN THE HIGH COURT OF DELHI AT NEW DELHI**

% Judgment Reserved on: 15.12.2025
Judgment pronounced on: 19.01.2026
Judgment uploaded on: As per digital signature~

\+ **FAO OS (COMM) 184/2024**

Maruti Traders ..... Appellant

Versus

Itron India Pvt. Ltd. ..... Respondent

Advocates who appeared in this case

For the Appellant : Mr. Ramesh Singh, Sr. Adv. with Ms.Monisha Handa, Ms. Hage Nanya and Mr. Arnav Chaudhary, Advocates

For the Respondent : Mr. Abhijit Mittal and Ms. Shaivya Singh, Advocates

CORAM:
HON'BLE MR. JUSTICE V. KAMESWAR RAO
HON'BLE MR. JUSTICE VINOD KUMAR

JUDGMENT

VINOD KUMAR, J.

1. This appeal under Section 37 of the Arbitration and Conciliation Act 1996 (hereinafter 'the Act') is directed against a judgment dated 18.07.2024 passed by learned Single Judge in OMP (COMM) 89/2024, vide which he dismissed the objections filed by the appellant under Section 34 of the Act challenging the Award dated 14.11.2023 published by the Arbitral Tribunal (in

short ‘AT’). For the sake of convenience the appellant would also be referred to as ‘Maruti’ and respondent would also be referred to as ‘Itron’.

DISPUTE

2. The respondent-Itron is a company having its registered office at Flat No. 507, Bhikaji Cama Bhawan, Bhikaji Cama Place, New Delhi-110066. The appellant-Maruti Traders is a proprietorship concern owned by Mr. Sanjeev Rungta, having its registered office at 229, 2nd Floor, Rishabh Complex, MG Road, Raipur, Chhattisgarh-492001. Respondent-Itron was desirous of selling its products like water meter etc. in the territory of Chhattisgarh and therefore it authorized appellant as non exclusive Reseller for marketing and selling its products in the territory of Chhattisgarh from time to time through four letters dated 01.01.2009, 01.01.2010, 01.08.2011 and 01.01.2012. It appears that the parties had some discussions about the modalities of the business dealings between them which were recorded in minutes of meeting dated 29.04.2017 held at Raipur. Later on, a Reseller agreement back dated 01.02.2017 was sent by Itron to Maruti for its sigantures. The clause 2.01 of the agreement authorized Maruti as non exclusive Reseller for marketing the products of Itron. Further Itron retained its right to sell the products directly to customers within the territory and to appoint other Resellers of the products. It appears that Maruti was not happy with some of the clauses of the agreement including clause 2.01. Therefore the appellant-Maruti on

16.08.2017 sent a letter through registered post objecting to various clauses including clause 2.01. Itron remained silent on this offer. The case of appellant-Maruti is that there was a clear understanding between the parties that Itron's products (mainly the water meters) would be sold to various entities/contractors through the appellant-Maruti for identified projects in the State of Chhattisgarh. In other words, as per the appellant this was a dealership agreement which required that respondent-Itron would sell its products in the territory of Chhattisgarh through the appellant-Maruti only for the agreed period between 01.02.2017 to 31.01.2020.

3. The grievance of appellant-Maruti is that without a mandatory notice for termination of the contract, respondent-Itron directly started selling its products to various entities for projects/works identified by appellant-Maruti in the territory of Chhattisgarh. Therefore, Maruti made a request to respondent-Itron to return legitimate share and anticipated returns to it under the contract agreement. The respondent-Itron refused to return and compensate the appellant-Maruti, which gave rise to this dispute.

APPOINTMENT OF ARBITRATOR

4. The appellant invoked arbitration clause 27.01 of the agreement vide its letter dated 29.11.2021. The arbitration clause as contained in Reseller agreement dated 01.02.2017, is reproduced as under:

> *"Clause 27-Arbitration*
> *27.01 Any claims, dispute, difference or controversy*

("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence of validity hereof, the interpretation hereof, the activities performed hereunder, the duties or obligations of the Parties or the breach hereof, shall be submitted to arbitration at the request of any party upon written notice to that effect to the other party and such arbitration of any party upon accordance with the (Indian) Arbitration and Conciliation Act, 1996 and the rules and regulations made thereunder by a panel consisting of three (3) arbitrators. The parties shall have the right to appoint one arbitrator each, and the arbitrators so appointed shall appoint a third arbitrator who shall act as the presiding arbitrator.
27.02 The languages of the arbitration shall be English. The seat of the arbitration shall be New Delhi, India."

5. Both the parties proceeded to nominate their Arbitrators as per the agreement. The said Arbitrators, by consent, appointed the third Arbitrator. Thus the AT consisted of three Arbitrators. The AT proceeded with the arbitration.

STATEMENT OF CLAIM

6. On the basis of facts already narrated, the appellant-Maruti raised the following claims before the AT:

CLAIM NO	BRIEF PARTICULARS	AMOUNT (in Rs.)
1.	Payment of Compensation of Share Component of M/s Maruti Traders against the direct sales of ITRON's products (water meters) to the customers/agencies in the state of Chhattisgarh by Respondent.	12,92,57,630
2.	Payment of compensation of loss of anticipation returns due to reduction of business during year 2017 to 2020	6,89,50,000
3.	Compensation in respect of Pre-Arbitration interest, *Pendente lite* interest@ 15% with effect from	-

	applicable date on the amount awarded for Claim No.1&2 and post award interest on Awarded Amount	
4.	Cost of Arbitration *I* Litigation	-

STATEMENT OF DEFENCE

7. The respondent filed statement of defence submitting that respondent-Itron is engaged in business of manufacturing, trading and supplying comprehensive range of gas and water metering solutions (in short 'Itron Products'). It was stated that actually no business was conducted by Maruti in the territory of Chhattisgarh for the year 2009-2010. Even for the period of 2011-2017, very little business was conducted by Maruti. Further, it is stated that there was no formal agreement between the parties during that period. It was merely authorization to Maruti to work as non exclusive dealer for sale/resale of Itron products. As Maruti was a non exclusive dealer, this itself denotes that Itron was free not only to appoint other dealers in the given territory but was also free to do any business on its own. The stand of Itron before the AT was that on non exclusive basis, Maruti cannot claim complete control of the entire business of Itron in the territory. Further, after 31.12.2012 there was no formal authorization in favour of Maruti until execution of Reseller agreement dated 01.02.2017, which was also executed on non exclusive basis. Therefore, in statement of defence, Itron submitted that Maruti was not entitled to any claims raised by it.

ISSUES

8. The Arbitral Tribunal after considering the submissions of

the parties framed the following issues:

1. *Whether the claims of the Claimant relating to the period prior to 28.11.2018 are barred by limitation? OPR*
2. *Whether the Respondent is in breach of the terms and conditions of the Reseller Agreement? OPCI*
3. *Whether the Claimant is entitled to claim as Prayer (c) of its Statement of Claim pertaining to payment of Rs.12,92,57,630/- under Claim NO.1? OPCI*
4. *Whether the Claimant is entitled to claim as per Prayer (d)of its Statement of Claim pertaining to payment of Rs. 6.895Crores under Claim NO.2? OPCI*
5. *Whether the Claimant is entitled to claim as Prayer (e) of its Statement of Claim pertaining to an Award in favour of Claimant and payment of Pre-Arbitration and pendente lite interest by the Respondent under Claim NO.3? OPCI*
6. *Whether the Claimant is entitled to claim as Prayer (f) of its Statement of Claim pertaining to payment of cost of arbitration including the fees and expenses of Techno-legal consultants, advocates engaged by Claimant and incidental expenses under Claim No.4? OPCI*
7. *Whether the Claimant is entitled to Prayer (g) of its Statement of Claim pertaining to payment of post award interest@ 15% per annum or any other rate of interest on the amount claimed under Claim Nos. 1, 2, 3 and 4 or any other amount determined by the Arbitral Tribunal in the Award?*

THE IMPUGNED AWARD AND THE IMPUGNED JUDGMENT

9. The parties led their respective evidences before the AT. After hearing the parties, the AT passed the impugned award dismissing all the claims of the appellant.

10. The appellant challenged the said award by way of objections under Section 34 of the Act, which were dismissed by learned Single Judge vide impugned judgment in OMP (Comm) 89/2024. Aggrieved by the aforesaid impugned award and the

impugned judgment, Maruti has filed the present appeal under Section 37 of the Act before us being the Commercial Appellate Division Bench of Delhi High Court as per Section 13 (1A) of the Commercial Courts Act 2015.

SUBMISSIONS OF PARTIES IN THIS APPEAL UNDER SECTION 37 AND OUR ANALYSIS

11. Before discussing the submissions of parties, we would like to refer to various judgments of the Supreme Court viz. ***MMTC Limited vs. Vedanta Limited (2019) 4 SCC 163; Konkan Railway Corpn. Ltd. V. Chenab Bridge Project (2023) 9 SCC 85; Punjab State Civil Supplies Corpn. Ltd. V. Sanman Rice Mills, 2024 SCC OnLine SC 2632; UHL Power Company Limited vs. State of Himachal Pradesh (2022) 4 SCC 116; Bombay Slum Redevelopment Corporation Private Limited vs. Samir Narain Bhojwani (2024) 7 SCC 218*;** and a very recent judgment of the Supreme Court in ***Jan De Nul Dredging India Pvt. Ltd. vs. Tuticorin Port Trust (Arising out of S.L.P. (C) No. 8803 of 2021) decided on 07.01.2026,*** in which it has been consistently held that the appellate powers under Section 37 of the Act are limited to the scope of Section 34 and cannot exceed beyond it. In ***Punjab State Civil Supplies Corpn. Ltd. (Supra)***, the Supreme Court of India elaborated upon the scope of powers under Section 37 as under:

> *"20. In view of the above position in law on the subject, the scope of the intervention of the court in arbitral matters is virtually prohibited, if not absolutely barred and that the interference is confined only to the extent envisaged under Section 34 of the Act. The appellate power of Section 37 of the Act is limited within the domain*

of Section 34 of the Act. It is exercisable only to find out if the court, exercising power under Section 34 of the Act, has acted within its limits as prescribed thereunder or has exceeded or failed to exercise the power so conferred. The Appellate Court has no authority of law to consider the matter in dispute before the arbitral tribunal on merits so as to find out as to whether the decision of the arbitral tribunal is right or wrong upon reappraisal of evidence as if it is sitting in an ordinary court of appeal. It is only where the court exercising power under Section 34 has failed to exercise its jurisdiction vested in it by Section 34 or has travelled beyond its jurisdiction that the appellate court can step in and set aside the order passed under Section 34 of the Act. Its power is more akin to that superintendence as is vested in civil courts while exercising revisionary powers. The arbitral award is not liable to be interfered unless a case for interference as set out in the earlier part of the decision, is made out. It cannot be disturbed only for the reason that instead of the view taken by the arbitral tribunal, the other view which is also a possible view is a better view according to the appellate court."

12. In light of the aforesaid law, it has to be seen as to whether or not there is any patent illegality or perversity in the impugned award. Perusal of the award would show that the AT noted that the entire period of business dealings between the parties can be trifurcated in following three parts:

(1) 01.01.2009 till 31.12.2012.

(2) 01.01.2013 till 01.02.2017.

(3) 01.02.2017 for next three years.

13. The business dealings from the period 01.01.2009 till 31.12.2012 are based upon four authorization letters dated 01.01.2009, 01.01.2010, 01.08.2011 and 01.01.2012. Through these letters, the respondent-Itron authorized the appellant-Maruti Traders to work for Itron as non exclusive dealer and there is no

prohibition upon Itron to either sell its products directly to the customers or through any other agents or dealers. Further, the AT was of the opinion that none of these letters contained any arbitration clause and therefore, the AT did not have jurisdiction to pass any award on the transactions during this period. Further, the AT also opined that the use of words "*non exclusive*" itself is enough to show that these letters did not put any embargo upon Itron to directly sell the Itron products or to sell the same thtorugh any other dealer.

14. The second category of transactions is from 31.12.2012 till 31.01.2017. The AT observed that vide letter dated 01.01.2012, the authorization in favour of Maruti Traders to work as its dealer was from 01.01.2009 to 31.12.2012. However, from 01.01.2013 till execution of the Reseller agreement on 01.02.2017, there was no evidence of authorization by Itron in favour of Maruti Traders. Therefore, there was a complete vacuum between 01.01.2013 and 31.12.2017. Therefore, the AT was of the opinion that it cannot arbitrate on any dispute relatable to that period. Learned Single Judge discussed in detail the submissions of the parties and looked into the evidence on record and then agreed with the AT which held that it did not have any authority to hold arbitration on the dispute prior to execution of Reseller agreement. So the AT as well as learned Single Judge of this court have rightly rejected claims for the period prior to 01.02.2017.

15. We also agree with this view of AT and learned Single

Judge as Counsel for the appellant could not show any arbitration clause in any of the letters or Reseller agreement which may convince this court that the disputes prior to execution of Reseller agreement dated 01.02.2017 were subject to any arbitration agreement.

16. Now we take up the claims post Reseller agreement dated 01.02.2017, as the main thrust of arguments of the Counsel for the appellant was upon the opinion of the AT and learned Single Judge on this aspect.

17. The arguments of learned Counsel for the appellant was that Itron could not have sold its products directly to customers in the State of Chhattisgarh in view of the Reseller agreement dated 01.02.2017 and such direct sale amounted to repudiation or breach of the Reseller agreement.

18. Learned Counsel for the respondent-Itron countered the above submission addressed on behalf of appellant-Maruti and relied upon clause 2.01. of the Reseller agreement, which clearly states that Maruti was appointed as its dealer on non exclusive basis and Itron retained its right to directly sell its products to the customers and also to appoint other Resellers.

19. The plea of Maruti Traders was that it disagreed with clause 2.01 and sent a registered letter dated 16.08.2017 to Itron through which Maruti returned one copy of the Reseller agreement with its signatures thereon, simultaneously conveying its disagreement with clause 2.01 and asking for a change thereof. The plea on behalf of Maruti was that since Itron did not

reject this offer and remained silent, it signifies acceptance of Maruti's objection to clause 2.01. The AT discussed the effect of letter dated 16.08.2017 and it was of the opinion that the request for change of clause 2.01 was only a counter offer by Maruti Traders. In order to become enforceable, such offer was required to be accepted by the Itron. The AT relied upon Section 7 of the Indian Contract Act, 1872, which mandates that acceptance of an offer should be absolute, unqualified and should be expressed in some usual and reasonable manner. The AT after perusing the language of letter dated 16.08.2017 and contemporaneous conduct of parties held that there was no acceptance of this offer and accordingly, the agreement dated 01.02.2017 remained unaltered. Learned Single Judge agreed with this opinion of the AT.

20. The question of law which arises before this court is whether silence of Itron on receiving an objection from Maruti Traders through letter dated 16.08.2017 would amount to acceptance of such counter offer and if so its effect. This court has perused the view of AT and learned Single Judge on this point. First, we would like to reproduce clause 2.01 of the Reseller agreement, which is as under:

> *"2.01 Itron hereby appoints Reseller, and Reseller accepts such appointment, as Itron's authorized non-exclusive Reseller for marketing and selling the Products to Customers in the Territory defined in Annex A in accordance with the terms and conditions of this Agreement. Itron retains the right to sell Products directly to Customers within the Territory and to appoint other Resellers of Products."*

21. Itron had sent two signed copies of Reseller agreement to Maruti for execution with one to be retained by Maruti and the other to be returned to Itron after putting its signatures thereon. The appellant-Maruti Traders under the cover of its letter dated 16.08.2017, while returning one copy of Reseller agreement with its signatures thereon, conveyed its disagreement with aforesaid clause 2.01 and asked for a change thereof. Here we would like to reproduce the letter dated 16.08.2017:

> *"We are in receipt of two copies of the RESELLER AGREEMENT. Thanks for the same.*
> *While going through the Agreement, we observe some points in which some*
> *clarification is needed & we are also not agree with these points: -*
> *(1) Clause 3-3.01 - (iv):*
> *It is written that "at its own expense, delivering the defective Products to ITRON".*
> *We request you to delete "at its om1 expense".*
> *(2) Clause 2-2.01:*
> *It is written that ITRON retains the right to sell Products directly to Customers within a the Territory and to appoint other resellers of Products"*
> *We request you to delete the same.*
> *(3) Clause 4-4.01:*
> *It is written that "ITRON shall not be liable to the Reseller for any failure to deliver on a particular date".*
> *We request you to please clarify that if any order is taken with late delive1y charges & if late delivery from ITRON part occurs, then who will bear the late delivery charges.*
>
> *We are enclosing herewith the original Agreement duly sealed with signature but all above three be cleared or need to be changed."*

22. In this letter the appellant-Maruti is seeking deletion of the portion of Clause 2.01 in which it was mentioned that Itron retained the right to sell products directly to customers within the

territory and to appoint other Resellers of products. The deletion which Maruti had sought was a very material proposal. Therefore, mere silence of Itron on this point would not amount to acceptance of this counter offer. The AT opined that neither Itron changed clause 2.01 nor conveyed its view on the change suggested by Maruti. Therefore, it looked into the letter dated 16.08.2017 and contemporaneous conduct of the parties. Para (S) (T) and (U) of the Award dated 14.11.2023 are reproduced as under:

> *"(S) As far as the contemporaneous conduct of the parties is concerned, we may notice that the Reseller Agreement though dated 01.02.2017 was admittedly executed in August, 2017. It is the own case of the claimant that the respondent, even prior to August 2017 was indulging in direct sales and which necessitated the meeting dated 29.04.2017. A perusal of the minutes of the said meeting relied by the claimant, and though disputed by the respondent shows that the respondent in the said meeting offered to give 2-3% commission to the claimant for the direct quotations submitted by it but which was not acceptable to the claimant. Therefrom it is evident that it was in the knowledge of the claimant when it signed and returned the Reseller Agreement to the respondent that the respondent was not willing to accept the claimant as the only seller of water meters of the respondent in the State of Chhattisgarh and the respondent on its own also, independent of the claimant, was dealing with the customers of water meters in the State of Chhattisgarh. The minutes of the meeting of 29.04.2017 as per the claimant also do not show the respondent to have in the said meeting also agreed to such exclusivity of the claimant. Rather, the respondent thereafter, in the Reseller Agreement forwarded to the claimant for execution, reserved unto itself the right of such direct sales.*
>
> *(T) In the aforesaid state of affairs, the factum of the claimant having executed and returned the Reseller Agreement to the respondent cannot be treated as anything but an unequivocal/ absolute acceptance of the Reseller Agreement by the claimant in the manner*

required by the respondent. The letter dated 16.08.2017, in law, constitutes merely a request of the claimant to the respondent and that in the absence of acceptance of such request by the respondent, the assent and intent of the claimant to function in terms of the Reseller Agreement.
(U) Thus, we hold, that notwithstanding the letter dated 16.08.2017, a contract in terms of the Reseller Agreement came into existence between the claimant and the respondent."

23. Learned Single Judge agreed with the AT observing that even the conduct of parties did not indicate that Itron had accepted this offer for deletion or modification in clause 2.01. We have already reproduced the letter in question and we find that appellant has not brought any material which could show that Itron had accepted the deletion or modification in clause 2.01 as argued by learned Counsel for the appellant-Maruti.

24. Learned Counsel for the appellant argued that it was held in **Rickmers Verwaltung GMBH vs. The Indian Oil Corporation Ltd. (1999) 1 SCC 1** that a contract can be spelt from correspondence; further in **McDermott International Inc. vs. Burn Standard Co. Ltd. (2006) 11 SCC 181** that a contract can be described from conduct and correspondence exchanged between the parties; further in **Nabha Power Ltd. (NPL) vs. Punjab State Power Corporation Ltd. (PSPCL) and Ors. (2018) 11 SCC 508** that terms can be implied in a contract on basis of business efficacy principle; further in **Kollipara Sriramulu vs. T. Aswathanarayana and ors. (1968) 3 SCR 387** that want of a formal contract not necessary if otherwise essential terms and conditions settled. We fully agree with the law laid down in these judgments. That is why the AT and

learned Single Judge read the four letters dated 01.01.2009, 01.01.2010, 01.08.2011 and 01.01.2012, minutes of meeting dated 29.04.2017, Reseller agreement dated 01.02.2017 and emails exchanged between the parties, to understand the nature of contractual relationship between the appellant and respondent.

25. Learned Counsel for the appellant argued that the AT and learned Single Judge ignored the fact that the appellant-Maruti Traders were entitled to consideration, which was the difference between the special price offered by Itron to the appellant and the final price quoted by the appellant to the respondent.

26. However, nothing is on record which could have enabled AT to determine the price of the products and the commission which would be paid to the appellant-Maruti. Infact, the AT has mentioned in the impugned award that there was no pleadings or any evidence for water meters having been placed by the Maruti upon Itron during the period from 01.01.2009 to 31.12.2012 through its (i.e. Maruti's) efforts.

27. The AT specifically noted in para 1 (page 1447) of the award that even in the absence of any terms and conditions of such dealership settled, Maruti could have, under Section 70 of the Contract Act, claimed compensation from Itron for the benefit enjoyed by Itron. However, Maruti Traders in Statement of Claims did not invoke the said provision of law. The AT was of the opinion that as the claimant-Maruti had not invoked the said provision of law it cannot adjudicate any claim on that basis. Further, it was noted by the AT that claimant-Maruti Traders had

not pleaded or proved the expenses, if any, incurred by it for representing itself as the dealer of Itron, for selling its products and compensation equivalent to which Maruti Traders could be said to be entitled to. The AT was of the opinion that a mere pleading that claimant-Maruti Traders invested its time, effort and money for having water meters of respondent in the list of approved vendors is not enough and that it was not possible to estimate the value thereof without the same being pleaded or proved.

28. Learned Single Judge looked into this aspect and fully agreed with the AT. We have also perused the views of the AT as well as learned Single Judge and we are of the opinion that the aforesaid findings are based upon the absence of evidence on that point and therefore, we find no infirmity in the said findings.

29. Learned Counsel for the appellant-Maruti Traders argued that when Itron started selling its products to various entities directly, Maruti raised objections to it which led to discussion between the parties in which Itron agreed to make payment of 2-3% of commission to Maruti Traders. To understand this submission we would like to reproduce the minutes of meeting dated 29.04.2017 held at Raipur, in which the representatives of the parties participated. The same is reproduced as under:

> *"Minutes of Meeting held at Raipur on 29.04.2017 at our Office & following points were discussed and finalized:-*
> *1. Regarding direct quotation given by ITRON to ADCC for Korba Project. Mr. Pawan Mathur has offered 2-3% commission to us. We have informed that this 2-3% commission is not justified as we have occurred the expense which is more than 2-3% commission.*

2. ITRON will divert all the enquiries for water meter to us for necessary quotation and supply.
3. Distributorship for the state of Chhattisgarh process will be complete immediately which is still pending.
4. Mr. Debasis will visit in Raipur Smart City program going to be held in May 2017.
5. Sanjeev Rungta & Debasis will visit Bhilai regarding supply of material of the work order already placed to IHP. Supply will be routed through Maruti Traders, Raipur.
6 Similarly Sanjeev Rungta will make every effort to take the order at Korba Project. This project order also with IHP.
7. Although Bhilai & Korba Project meter specification is diluted. Sanjeev Rungta will try to get the order. Company will support in price. In both the cases material will be routed through Maruti Traders, Raipur."

30. Referring to the aforesaid minutes of meeting, learned Counsel for the appellant argued that through these minutes of meeting, Itron agreed to pay 2-3% commission to Maruti Traders in respect of the direct quotation given by Itron to ADCC for Korba project. Further, it was agreed that Itron will divert inquiries for water meters to Maruti Traders for necessary quotations and supply. Further, the process of distributorship for State of Chhattisgarh would be completed immediately, which is still pending. Further, Mr. Sanjeev Rungta, the proprietor of Maruti, would make more effort to take orders at Korba project and would also try to get the orders from Bhilai project apart from Korba project.

31. It is argued by learned Counsel for the appellant-Maruti that these minutes prove that Itron had agreed to the proposal of Maruti Traders to make it exclusive dealer and had also agreed to pay 2-3% of commission against direct sale of water meters to

Korba project, which means that the Itron had agreed to delete or modify clause 2.01 and had agreed that Maruti would be its exclusive dealer and that Itron would deal with its customers only through the appellant-Maruti.

32. The AT considered this submission in para 'S' of the judgment and opined that a perusal of minutes of the said meeting relied by the claimant-Maruti Traders, though disputed by Itron, shows that Itron in the said meeting offered to give 2-3% commission to Maruti Traders for direct quotations submitted by it to its customers but it was not acceptable to the claimant-Maruti. It was held that these minutes did not show that Itron had agreed to the exclusive dealership of Maruti Traders. Thus this plea was rejected. Learned Single Judge in the impugned judgment discussed this issue in para 27.11 of impugned judgment and held as under:

> *"27.11*
> *The perusal of the minutes of the meeting dated 29.04.2017, which preceded the Reseller agreement, showed that the respondent had offered the petitioner, in the said meeting, 2-3% commission for direct quotations submitted by the respondent, but that this offer was not acceptable to the petitioner. This indicate that though the petitioner was aware that respondent was independently dealing with the dealers in the State of Chhattisgarh, respondent did not agreed to exclusivity of the petitioner."*

33. Perusal of the minutes of meeting reproduced above leave us in no doubt about the correctness of the view of the AT as well as learned Single Judge as discussed above and we find no illegality or perversity in the same.

34. A few minor points have also been raised by learned

Counsel for the appellant. Learned Counsel for the appellant argued that the AT did not frame an issue that there was no arbitration agreement prior to 01.02.2017. We are of the opinion that even if no issue was framed, it is the duty of the AT to restrict itself only to those disputes or claims, which are covered under the arbitration clause. Any claim which is beyond the arbitration agreement cannot be arbitrated. Here the question is not as to whether a particular issue was framed or not, the question before this court is as to whether the findings of the AT and learned Single Judge in respect of claims, which arose prior to 01.02.2017, are correct or not. As we find no infirmity in the said views, we find no substance in the submissions of learned Counsel for the appellant.

35. It is argued by learned Counsel for the appellant that the AT framed 7 issues but it did not decide any of the issues which were framed. In our opinion, this is a hyper technical objection. The issue no.1 is on the point of limitation. As learned Arbitrator has not decided it against the appellant, no grievances can be raised by the appellant. The issue no.2 is as to whether Itron had committed breach of terms and conditions of Reseller agreement. The AT has gone deep into this plea and had held that nothing binds Itron from directly selling its products. When there was no breach of agreement, the AT decided issue nos. 3 and 4 vide which payment of Rs.12,92,57,630/- and Rs.6.895 crores were claimed. Issue no.5 is in respect of pre arbitration and *pendente lite* interest. As the appellant was not entitled to amounts

mentioned in issue nos. 3 and 4, no action arose to award pre arbitration and *pendente lite* interest. Same is the status of cost of arbitration as claimed in issue no.6 and post award interest as mentioned in issue no.7. The AT has specifically mentioned in para (CC) and (DD) under the head IX of Analysis and Reasons as under:

> *"(CC) Having found that the claimant is not entitled to any amount towards compensation or otherwise from the respondent, Issues No. 2 to 6 are decided against the claimant and in favour of the respondent.*
> *(DD) As far as Issue No. 1 with respect to limitation is concerned, once it has been found on merits that the claimant is not entitled to any amount from the respondent, the need for adjudicating this issue does not arise. As regards Issue No.7, since the Claimant is not entitled to any sum from the Respondent, the question of grant of any interest also does not arise."*

36. Thus it cannot be said that the AT did not decide the issues framed by it.

37. In view of above discussion, we find no patent illegality or perversity in the impugned award and the impugned judgment. Accordingly, there is no substance in the present appeal. The appeal is hereby dismissed.

VINOD KUMAR, J

V. KAMESWAR RAO, J

January 19, 2026
VB