

OM METALS INFRAPROJECTS LTD.

NBCC PLAZA TOWER III, 4TH FLOOR, SECTOR V, PUSHP VIHAR, SAKET, NEW DELHI-110017
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CIN NO L27203RJ1971PLC003414

Date: 31st July, 2017

To,

Corporate Service Department, Bombay Stock Exchange, PhirozeJeejeebhay Towers, Dalal Street, Mumbai-400001 Fax No. 022- 22723121/3027/2039/2061/2041	Listing Department, National Stock Exchange Of India Limited Exchange Plaza, C-1 Block G BandraKurla Complex, Bandra (E), Mumbai Fax No. 022- 26598237/38;66418126
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Sub: Arbitration Proceedings No.- 01/2016- Arbitration Awarded in favour of the Company for the Project at TapovanVishnugarh, Uttaranchal

Dear Sir/Madam,

Please find enclosed copy of extract of Order of the Arbitral Tribunal dated 30th July, 2017 awarding a sum of Rupees 44.5 Cr in favour of the Company for outstanding claims arising out of EPC Contracts for HM Works.

Kindly take the same on your records.

Thanking You

Yours Faithfully,

For Om Metals Infraprojects Limited


Sunil Kothari
Managing Director
DIN:00220940




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C-Scheme, Jaipur-302001
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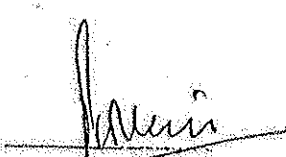
354. In view of the findings given in the Claim No 12, this claim is also not accepted.
- Claim No. 18: Supply of roller track for Surge Shaft gate
355. Since the Claimant is not ready to supply the roller track as per Technical Specification given in the contract / Tender Documents and subsequently the approved drawings submitted by the Claimant. BBU has also been submitted as per approved drawings.
356. Now at this stage any deviation from the approved drawing and Technical specification given in Tender Documents is subject to agreement of commercial terms by both the parties.
357. *Pendential interest should not be allowed at a rate more than given in **** the interest rate as per Act of 1996.*

ORDER(AS PER MAJORITY DECISION)


1. In response to Issue No. 1, it is the finding that the three (3) Contract Agreements bearing reference numbers CS-5505-902-2-FC-COA-5016, CS-5505-902-2-SC-COA-5017 and CS-5505-902-2-TC-COA-5018, respectively, speak of functions relating to the supply of material, and rendering services of erection and installation, are integrally connected and are inter-dependent and are one indivisible composite contract.
2. In response to Issue No. 2, it is the finding that Respondent is responsible for the delay in making available the Civil Fronts to the Claimant as per the terms of the Contract.
3. In response to Issue No. 3, it is the finding that the Respondent is responsible for the delay in making sites available for storage of supplied equipment as per the contract.

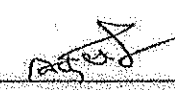

V. Jayashankar
Arbitrator

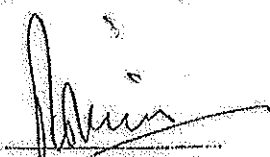

Justice Atul Kumar Jain
Presiding Arbitrator


P. K. Jain
Arbitrator

- 4 In response to Issue No. 4, it is the finding that the Respondent is responsible for the delay in resolving the pending disputes of the Claimant as per the terms of the contract.
- 5(a) In response to Issue No. 5(a), the Claimant is entitled to an amount of INR 2,72,02,089/- (Indian Rupees Two Crores Seventy Two Lakh Two Thousand and Eighty Nine only) which is inclusive of pendente lite interest.
- 5(b) In response to Issue No. 5(b), the claim is not allowed.
- 5(c) In response to Issue No. 5(c), the Claimant is entitled to an amount of INR 86,53,107/- (Indian Rupees Eighty Six Lakh Fifty Three Thousand One Hundred and Seven only) which is inclusive of pendente lite interest.
- 5(d) In response to Issue No. 5(d), the claim is not allowed.
- 5(e) In response to Issue No. 5(e), the Claimant is entitled to an amount of INR 3,04,97,801/- (Indian Rupees Three Crore Four Lakh Ninety Seven Thousand Eight Hundred and One only) which is inclusive of pendente lite interest.
- 5(f) In response to Issue No. 5(f), the Claimant is entitled to an amount of INR 32,80,696/- (Indian Rupees Thirty Two Lakh Eighty Thousand Six Hundred and Ninety Six only) which is inclusive of pendente lite interest.
- 5(g) In response to Issue No. 5(g), it is expected of the parties to work together forgetting trifling disputes, and in the interest of justice, the parties are recommended to have a joint meeting as soon as possible to resolve the disputes regarding time schedule and matters connected therewith so that the project work moves forward.
- 5(h) In response to Issue No. 5(h), Respondent is directed to re-calculate, in accordance with the new and current price index issued by Reserve Bank of India, the price of supplies made so far in as much as those supplies have been made from January, 2009, onwards. The arrears should be paid to the Claimant along with 18% simple



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interest per annum calculated from the date such payments became due. Additionally, the Tribunal also hereby awards an interest at 18% per annum on this amount from 29.02.2016, till 30.07.2017. A chart of calculations prepared under the directions given in this paragraph shall have to be submitted by the Claimant within two (2) weeks from the date of Award to the Respondent in the form of an affidavit, with copies of such affidavit being provided to the arbitrators as well for their record.


- 5(i)/(j) In collective response to Issue No. 5(i) and 5(j), the Claimant is entitled to an amount of INR 9,63,37,489/- (Indian Rupees Nine Crore Sixty Three Lakh Thirty Seven Thousand Four Hundred and Eighty Nine only) which is inclusive of pendente lite interest.
- 5(k) In response to Issue No. 5(k), the claim is not allowed.
- 5(l) In response to Issue No. 5(l), the Claimant is entitled to an amount of INR 78,00,062/- (Indian Rupees Seventy Eight Lakh and Sixty Two only) which is inclusive of pendente lite interest.
- 5(m) In response to Issue No. 5(m), the Claimant is entitled to an amount of INR 3,89,95,068/- (Indian Rupees Three Crore Eighty nine Lakh Ninety Five Thousand and Sixty Eight only) which is inclusive of pendente lite interest.
- 5(n) In response to Issue No. 5(n), the Respondent is directed to provide safe and sound open and covered storage area for stacking of material supplied for a long time, in view of anticipated enormous delay of the Tapovan Vishnugad Hydro Electric Power Project.
- 5(o) In response to Issue No. 5(o), the Claimant is entitled to an amount of INR 75,76,253/- (Indian Rupees Seventy Five Lakh Seventy Six Thousand Two Hundred and Fifty Three only) which is inclusive of pendente lite interest.


V. Jayashankar
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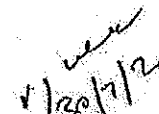
- 5(p) In response to Issue No. 5(p), the Claimant is entitled to an amount of INR 12,54,46,575/- (Indian Rupees Twelve Crore Fifty Four Lakh Forty Six Thousand Five Hundred and Seventy Five only) which is inclusive of pendente lite interest.
- 5(q) In response to Issue No. 5(q), the Claimant is entitled to an amount of INR 50,01,935/- (Indian Rupees Fifty Lakh One Thousand Nine Hundred and Thirty Five only) which is inclusive of pendente lite interest.
- 5(r)/(s) In collective response to Issue No. 5(r) and 5(s), the Claimant is entitled to an amount of INR 3,73,09,693/- (Indian Rupees Three Crore Seventy Three Lakh Nine Thousand Six Hundred and Ninety three only) which is inclusive of pendente lite interest.
- 5(t) In response to Issue No. 5(t), the parties are directed to work together forgetting trifling disputes, and in interest of justice and the fitness of things that Respondent calls for a joint meeting as soon as possible to resolve the disputes regarding price adjustment under Third Contract Agreement and matters connected therewith so that the project work moves forward.
- 5(u) In response to Issue No. 5(u), the Claimant is entitled to an amount of INR 5,90,99,914/- (Indian Rupees Five Crore Ninety Lakh Ninety Nine Thousand Nine Hundred and Fourteen only) which is inclusive of pendente lite interest.
- 5(v) In response to Issue No. 5(v), the claim is not allowed.
- 5(w) In response to Issue No. 5(w), the claim is not allowed.
- 5(x) In response to Issue No. 5(x), the Tribunal holds the sub-issue to have become infructuous.
6. In response to Issue No. 6, the Claimant is entitled to an amount of INR 50,86,509/- (Rupees Fifty Lakh Eighty Six Thousand Five Hundred and Nine only).

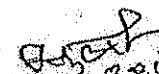

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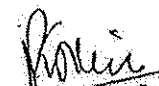
7. On the amount awarded as aforesaid, the Claimant shall also be entitled to get simple interest at the rate of 9.25% per annum from the Respondent from the date of this Arbitral Award, that is, 30.07.2017, till its actual realization.

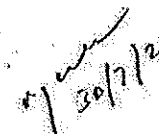
AWARD PRONOUNCED AND SIGNED ON THIS 30TH DAY OF JULY, 2017, AT JAIPUR.

SIGNED COPY OF THIS AWARD BE GIVEN TO BOTH THE PARTIES.


30/7/2017
(V. JAYASHANKAR)
Arbitrator


30/7/17
(JUSTICE ATUL KUMAR JAIN)
Presiding Arbitrator


30-7-17
(P. K. JAIN)
Arbitrator


30/7/2017
V. Jayashankar
Arbitrator


30/7/17
Justice Atul Kumar Jain
Presiding Arbitrator


30-7-17
P. K. Jain
Arbitrator