

O.P.No.689 of 2019

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IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : 18.09.2025

PRONOUNCED ON : 23.09.2025

CORAM

THE HONOURABLE MR.JUSTICE N.ANAND VENKATESH

O.P.No.689 of 2019
and A.No.6553 of 2019

The Chennai Metropolitan Water Supply and
Sewerage Board,
Represented by its Superintending Engineer,
Projects-II,
No.1, Pumping Station Road,
Chintradripet,
Chennai-600 002.

Petitioner

Vs.

M/s.APR Projects Private Limited
M/s.Ramky Infrastructure Limited,
Represented by its Lead Partner,
M/s.Ramasetu Infrastructure Private Limited
[formerly known as APR Projects Private
Limited]
Rep.by its Authorised Signatory,
Mr.D.Soundarapandian,
Having registered office at
No.4-4-1/3, YV Rao Estate, Jakkampudi,
Near CNG Gas Bunk,
Vijayawada-520 013
And also at Plot Nos.7 & 8,
Radhakrishna Nagar,
Attapur, Hyderabad-500 004.

Respondent



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Prayer: Petition filed under Section 34(1) of the Arbitration and Conciliation Act, 1996, to set aside the award dated 12.09.2018 passed by the learned Sole Arbitrator in Arbitration Case No.NIL in the matter of arbitration of disputes arising out of Contract Agreement No.CNT/SEW/NCB/MWB/1992/2010-11 dated 22.11.2010, with costs.

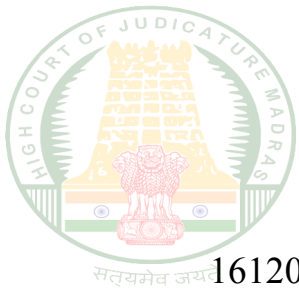
For Petitioner : Mr.Goutham S.Raman

For Respondent : Mr.P.J.Rishikesh

ORDER

This Original Petition has been filed under Section 34(1) of the Arbitration and Conciliation Act, 1996 [hereinafter referred to as 'the Act'] challenging the award passed by the Sole Arbitrator dated 12.09.2018.

2. The petitioner floated a tender for providing sewerage facilities to IT Corridor from Kottivakkam to Kazhipathur. The respondent/claimant participated in the said tender and his tender was accepted by the petitioner by letter of acceptance dated 20.09.2010 which ultimately culminated into a contract dated 22.11.2010. The nature of work entrusted to the respondent under the contract is laying of gravity main of size varying from 200 mm to 600 mm connecting IT Corridor manholes and the respective pumping stations of length



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16120 metres, construction of 14 pumping stations and allied electrical works and laying D.I. Force main of size varying from 200mm to 600mm for interior I.T. Corridor portion for a length of 8600 metres. The value of the contract was Rs.28,75,55,730/- and the period of contract was 18 months from 24.11.2010 to 23.05.2012.

3. The respondent mobilized the requisite men, materials and machineries and started the work. However, the work could not be completed on time and the contract period was also extended from time to time by the petitioner.

4. The nature of work was such that it could be completed only in a stage wise manner. However, for various reasons, the milestones could not be achieved within the stipulated period.

5. A show cause notice dated 02.05.2013 came to be issued for termination of contract. The reply was given by the respondent through letter dated 10.05.2013 explaining the hurdles faced and the steps taken by the respondent to complete the project. The respondent also submitted



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a revised schedule for the completion of project through letter dated 03.09.2013.

6. The contract was terminated through letter dated 18.02.2014 under Clause 59 of GCC and the counter claims were also made against the respondent by letter dated 26.05.2015.

7. Under these circumstances, the dispute came to be referred to the Sole Arbitrator and the respondent made the following claims:-

“i. Claim towards value of work done:

*a) Work done, Payment certified, but not paid-
Rs.53,55,105.00*

*b) Work done, but not recorded and hence not
certified and remains unpaid-Rs.45,54,047.00*

*c) Work done, measured and recorded but
payment not certified and remains unpaid-
Rs.51,52,079.00*

ii. Claim towards Loss of Profit-Rs.2,28,09,719.00

*iii. Claim towards release of Retention Amount-
Rs.69,14,791.00*

iv. Claim towards refund of amount recovered from other



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Projects- Rs.49,19,313.00

v. Claims due to underutilization of resources during the Contract Period and Prolongation in Site – Rs.3,38,67,675.00

vi. To declare the Termination is illegal and unlawful and consequently direct the Respondent not to levy Liquidated Damages to the tune of Rs.2,87,55,573.00

vii. Refund of balance amount of BG invoked towards material advance-Rs.72,01,510.00

viii. Direction to the Respondent not to recover additional cost of 20% of unfinished work to the tune of Rs.4,81,22,447.00

ix. Directions to the respondent not to recover for non-furnishing of As Built Drawings to the tune of Rs.5,00,000.00

x. Performance Bank Guarantee bearing BG No.0550130000032 to the tune of Rs.57,52,000.00

xi. Interest and Cost.”

8. The petitioner filed statement of defence and also made counter claims. The petitioner took a stand that the respondent commenced the work much behind schedule and made a request to the petitioner to extend the 1st milestone target from 23.02.2011 to 23.05.2011 even without extending the original contract period of 18 months. In spite of extension granted by the petitioner, the respondent failed to achieve the



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target in terms of the agreement. Likewise, the respondent failed to achieve the 2nd Milestone target also and in the interest of completing the work, time was extended till 23.04.2012. Once again extension of time was sought for 12 months. The petitioner granted four months time till 22.09.2012. Even then, the respondent failed to complete the works. Even thereafter, extension of time was sought for and the respondent was able to complete only about 32% of the work till 15.02.2013 even after extension of contract period by nine months beyond the contract period of 18 months, which is less than the 2nd Milestone target to be achieved. Since the respondent was not showing any improvement in terms of progress of work, the show cause notice dated 02.05.2013 was issued to the respondent as to why action should not be taken to terminate the contract. On receipt of the same, the respondent once again reiterated the same reasons and sought for extension of contract period till 31.10.2013. The respondent once again failed to complete the work and sought for further extension till 31.12.2013. Once again, on 03.09.2013, the respondent furnished a detailed action plan to complete the entire project work by 31.03.2014 and specifically agreed to accept action of termination of contract as per the terms and conditions of the contract, if



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plan.

the respondent fails to achieve the progress as per the detailed action

9. The petitioner found that there was absolutely no progress in the work and hence, the termination notice dated 18.02.2014 came to be issued. Till then, the respondent had laid the pumping line for the length of 400 metres. It was felt that it will not be administratively viable to continue with the contract and hence, the agreement was terminated on 18.02.2014. As on that date, the respondent had completed less than 50% of the works under the agreement. Accordingly, the petitioner took a stand that the respondent is not entitled for any relief. On the other hand, the petitioner made a counter claim for liquidated damages, damages for not furnishing drawings and damages of 20% of the contract value for incomplete works.

10. The learned Arbitrator, on considering the claim made by the respondent and the defence taken by the petitioner and the counter claim made by the petitioner, framed the following issues:-



“1. Whether there was any default or deficiency on the part of the claimant in fulfilling its obligations under the subject contract, whether the same resulted in the delay in carrying out the works entrusted to the claimant?

2. Whether there was any default or deficiency on the part of the Respondent in fulfilling its obligations under the subject contract, whether the same resulted in the delay in carrying out the works entrusted to the claimant?

3. Whether the termination of the subject contract by the respondent is valid, legal and whether it is justifiable?

4. Whether the Claimant is entitled to all the claims as claimed in the claim statement filed?

5. Whether the Respondent is entitled to all the claims as claimed in the counter claim?

6. Whether the Respondent is liable to return the performance guarantee and material advance guarantee executed by the Claimant?

7. Whether the Claimant and the Respondent are entitled to claim interest on the claim and counter claim respectively?

8. To what other relief/reliefs the parties are entitled to?

9. Whether the Claimant/Respondent is entitled for costs?”



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11. The respondent/claimant examined one witness [C.W.1] and marked Ex.C1 to Ex.C51. The petitioner examined R.W.1 and marked Ex.R1 to Ex.R77.

12. The learned Arbitrator, on considering the entire facts and circumstances of the case and after considering the statements recorded and the documents relied upon, passed an award dated 12.09.2018 in the following terms:-

“i. Claim towards value of work done:

*a) Work done, Payment Certified, but not Paid:
Rs.53,55,105/- ALLOWED BY THE TRIBUNAL*

b) Work done, but not recorded and hence not certified and remains unpaid: Rs.45,54,047/-- REJECTED BY THE TRIBUNAL

c) Work done, measured and recorded but Payment not certified and remains unpaid- Rs.51,52,079/- ALLOWED BY THE TRIBUNAL

ii. Claim towards Loss of Profit-Rs.2,28,09,719/-- PARTLY ALLOWED BY THE TRIBUNAL-Rs.45,60,000/-

iii. Claim towards release of Retention Amount- Rs.69,14,791/--ALLOWED BY THE TRIBUNAL

iv. Claim towards refund of amount recovered from other Projects- Rs.49,19,313/- ALLOWED BY THE TRIBUNAL



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v. *Claims due to underutilization of resources during the*

Contract Period and Prolongation in Site – Rs.3,38,67,675/-
REJECTED BY THE TRIBUNAL

vi. *To declare the Termination is illegal and unlawful and*
consequently direct the Respondent not to levy Liquidated
Damages to the tune of Rs.2,87,55,573/- **ALLOWED BY THE**
TRIBUNAL

vii. *Refund of balance amount of BG invoked towards*
material advance-Rs.72,01,510/- **ALLOWED BY THE**
TRIBUNAL

viii. *Direction to the Respondent not to recover additional*
cost of 20% of unfinished work to the tune of Rs.4,81,22,447/-
ALLOWED BY THE TRIBUNAL

ix. *Directions to the respondent not to recover for non-*
furnishing of As Built Drawings to the tune of Rs.5,00,000/-
ALLOWED BY THE TRIBUNAL.

x. *Performance Bank Guarantee bearing BG*
No.0550130000032 to the tune of Rs.57,52,000/- **ALLOWED BY**
THE TRIBUNAL.

xi. *Interest-12% PA from 19.2.2014 till date of Award and*
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13. The counter claim made by the petitioner also came to be rejected. Aggrieved by the same, the Chennai Metropolitan Water Supply and Sewerage Board has filed this petition under Section 34 of the Act.

14. The main grounds that have been raised on the side of the petitioner is that the award is *ex-facie* erroneous, inexplicable and unsubstantiated and it is against fundamental notions of justice in view of selective appreciation of evidence and that the learned Arbitrator acted beyond the mandate and considered the matters outside the scope of the agreement and the award falls foul of Section 34(2)(a)(IV), 34(2)(b)(II) and 34(2A) of the Act.

15. This Court has carefully considered the submissions made on either side and the materials available on record.

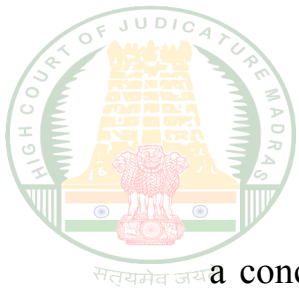
16. The first issue that was taken up for consideration by the learned Arbitrator is to find out if there was any default or deficiency on the part of the respondent in fulfilling their obligations under the contract and whether the same resulted in the delay in carrying out the works entrusted to the respondent.



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17. The learned Arbitrator, on considering the materials, has rendered a finding that the agreement was executed on 22.11.2010 and the commencement date was on 24.11.2010 and the work should be completed by 23.05.2012. However, by the time, the tender was accepted and it was finalized in November 2010, the monsoon period was at its peak. As per clause 21.1 of GCC, the petitioner is supposed to give possession of all parts of the sites to the respondent. However, due to certain factors like pending litigations and administrative issues etc., a total work front amounting to Rs.4.10 Crores could not be handed over to the respondent. The learned Arbitrator, on appreciation of the evidence tendered by R.W.1 and the relevant documents, came to a conclusion that the petitioner had not handed over physical possession of all the sites and other work fronts but it was handed over only in a piecemeal manner. In order to understand as to when the petitioner actually determined the gradient and slope of the entire pipe lines, the respondent filed a memo with a direction to the petitioner to produce five documents. The petitioner took a stand that these documents cannot be shared with the respondent. While considering this stand, the learned Arbitrator came to



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a conclusion that adverse inference must be drawn since no intellectual property rights were involved as was claimed by the petitioner. These documents were necessary since SPS sites were shifted and some sites were not handed over to the respondent and therefore, the Arbitrator wanted to ascertain the designing of pipe laying work and for execution of the same for the flow of sewage and to find out the level of preparedness of the petitioner to complete the project in time. The Arbitrator also took into consideration the various other documents that were relied upon and came to a conclusion that the delay was on the part of the petitioner even in handing over the physical possession of some of SPS sites. As much as six SPS sites were not handed over to the respondent even as on the date of termination of the contract. Thus, for the main issue on the delay, the learned Arbitrator has concluded that there was no default or deficiency on the part of the respondent in fulfilling their obligations under the contract and the delay had taken place only due to the petitioner. This reasoning was given after appreciating all the materials placed before the Arbitrator and it does not suffer from any patent illegality.

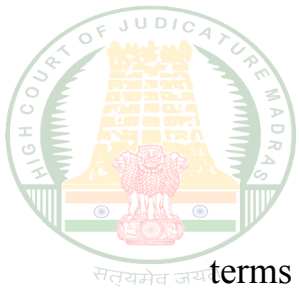


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18. The Arbitrator thereafter went into the issue as to whether termination of contract by the petitioner is valid and legal. The first finding that was rendered by the learned Arbitrator is that time is not the essence of the contract. This is in view of the fact that the petitioner was repeatedly extending the time and therefore, the period of 18 months that was originally fixed under the contract pales into insignificance. To substantiate this finding, the learned Arbitrator also relied upon some of the English judgments and the general principles of contract.

19. The Arbitrator thereafter proceeded to decide the issue as to whether the termination is valid and legal. The Arbitrator, on considering the materials placed, came to a conclusion that the project was delayed due to reasons attributable to the petitioner. Therefore, the petitioner, instead of granting a reasonable extension, had chosen to terminate the contract when there was no fundamental breach on the part of the respondent. Accordingly, it was held that the termination is invalid.

20. The Arbitrator also took into consideration as to whether the proper procedure was followed before termination of contract, as per the



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terms of the agreement. For this purpose, the learned Arbitrator took into consideration Clause 59.1 of GCC. The Arbitrator found that the respondent was allowed to continue to work even after show cause notice was issued upto the date of termination of the contract. Therefore, it was evident that the show cause notice was not acted upon by the petitioner and if the petitioner wanted the contract to be terminated, a fresh show cause notice ought to have been issued. This finding is supported by sound reasoning and it does not require the interference of this Court.

21. The learned Arbitrator, after having rendered the above findings on the important issues, proceeded to deal with the various claims made by the respondent and the counter claim made by the petitioner.

22. Insofar as the compensation granted for the value of work done, release of retention amount, refund of the amount recovered from the other projects, directing the petitioner not to levy Liquidated damages, refund of balance amount of bank guarantee invoked towards material advance, not to recover additional cost of 20% of unfinished



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work, not to recover for non-furnishing of As Built Drawings and performance Bank Guarantee are concerned, the learned Arbitrator has assigned proper reasons and has justified the fixation of compensation which does not suffer from any patent illegality warranting the interference of this Court.

23. The finding rendered by the learned Arbitrator rejecting the counter claim made by the petitioner is also supported by sound reasons which does not warrant the interference of this Court.

24. This Court must bear in mind the extent to which judicial scrutiny can be made under Section 34 of the Act. Useful reference can be made to the judgment of the Apex Court in ***UHL Power Company Limited vs. State of Himachal Pradesh*** reported in ***(2022) 4 SCC 116*** and the relevant portions are extracted hereunder:-

*“19. In **Parsa Kente Collieries Limited v. Rajasthan Rajya Vidyut Utpadan Nigam Limited**¹⁰, adverting to the previous decisions of this Court in **McDermott International Inc. v. Burn Standard Co. Ltd. And Others**¹¹ and **Rashtriya Ispat Nigam Ltd. V. Dewan Chand Ram Saran**¹², wherein it has been observed that an Arbitral Tribunal must decide in*



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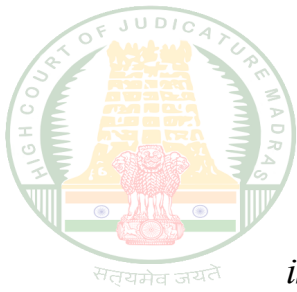
accordance with the terms of the contract, but if a term of the contract has been construed in a reasonable manner, then the award ought not to be set aside on this ground, it has been held thus: (Parsa Kente Collieries case, SCC pp.244-45, para 9)

“9.1It is further observed and held that construction of the terms of a contract is primarily for an Arbitrator to decide unless the Arbitrator construes the contract in such a way that it could be said to be something that no fair-minded or reasonable person could do. It is further observed by this Court in the aforesaid decision in paragraph 33 that when a court is applying the “public policy” test to an arbitration award, it does not act as a court of appeal and consequently errors of fact cannot be corrected. A possible view by the Arbitrator on facts has necessarily to pass muster as the Arbitrator is the ultimate master of the quantity and quality of evidence to be relied upon when he delivers his arbitral award. It is further observed that thus an award based on little evidence or on evidence which does not measure up in quality to a trained legal mind would not be held to be invalid on this score.

9.2 Similar is the view taken by this Court in NHAI v. ITD Cementation (India) Ltd. (2015) 14 SCC 21, para 25 and SAIL v. Gupta Brother Steel Tubes Ltd. (2009) 10 SCC 63, para 29.” [emphasis supplied]

20. In Dyna Technologies (P) Ltd. (supra), the view taken above has been reiterated in the following words:

“25. Moreover, umpteen number of judgments of this Court have categorically held that the courts should not interfere with an award merely because an alternative view on facts and interpretation of contract exists. The courts need to be cautious and should defer to the view taken by the Arbitral Tribunal even if the reasoning provided in the award</



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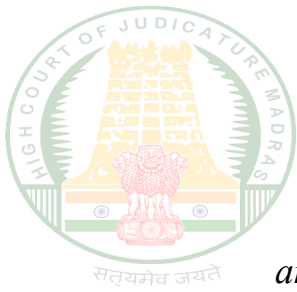
is implied unless such award portrays perversity unpardonable under [Section 34](#) of the Arbitration Act.”

21. An identical line of reasoning has been adopted in [South East Asia Marine Engg. & Constructions Ltd.\[SEAMAC Limited\] V. Oil India Ltd.](#) and it has been held as follows:

“12. It is a settled position that a court can set aside the award only on the grounds as provided in the [Arbitration Act](#) as interpreted by the courts. Recently, this Court in [Dyna Technologies \(P\) Ltd. v. Crompton Greaves Ltd.](#), laid down the scope of such interference. This Court observed as follows : (SCC p.12, para 24)

“24. There is no dispute that [Section 34](#) of the Arbitration Act limits a challenge to an award only on the grounds provided therein or as interpreted by various Courts. We need to be cognizant of the fact that arbitral awards should not be interfered with in a casual and cavalier manner, unless the Court comes to a conclusion that the perversity of the award goes to the root of the matter without there being a possibility of alternative interpretation which may sustain the arbitral award. [Section 34](#) is different in its approach and cannot be equated with a normal appellate jurisdiction. The mandate under [Section 34](#) is to respect the finality of the arbitral award and the party autonomy to get their dispute adjudicated by an alternative forum as provided under the law. If the Courts were to interfere with the arbitral award in the usual course on factual aspects, then the commercial wisdom behind opting for alternate dispute resolution would stand frustrated.”

13. It is also settled law that where two views are possible, the Court cannot interfere in the plausible view taken by the



arbitrator supported by reasoning. This Court in *Dyna Technologies* observed as under : (SCC p.12, para 25)

'25. Moreover, umpteen number of judgments of this Court have categorically held that the Court should not interfere with an award merely because an alternative view on facts and interpretation of contract exists. The Courts need to be cautious and should defer to the view taken by the Arbitral Tribunal even if the reasoning provided in the award is implied unless such award portrays perversity unpardonable under Section 34 of the Arbitration Act.'

[emphasis supplied].

25. The above judgment makes it very clear that where the interpretation of the relevant clauses of the implementation agreement, as arrived at by the Sole Arbitrator, are both possible and plausible, merely because another view could be taken, is not a ground for interference with the arbitral award. If this test is applied, this Court finds that the learned Arbitrator while answering the issues that were framed and while fixing the compensation payable, has taken into consideration the terms of the agreement, the statements made by the witnesses, the documents that were relied upon by both sides, the settled principles of law and also has given sufficient reasons. By no stretch, the findings that were rendered can be brought within any of the eight pigeon holes available under Section 34 of the Act.



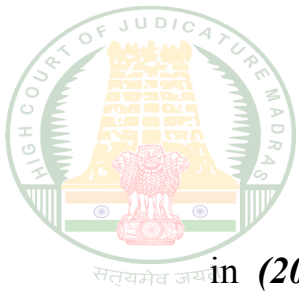
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26. There is only one claim that was granted in favour of the respondent, which may require a review (i.e.,) the compensation that was granted for the claim towards loss of profit to the tune of Rs.45,60,000/-.

27. The learned Arbitrator has rendered a categorical finding that the claimant has not tendered adequate proof to sustain this claim. However, the Arbitrator has merely relied upon the judgment in the case of *A.T.Brij Paul Singh and others vs. State of Gujarat* reported in *(1984) 4 SCC 59* and fixed the compensation under this head at 2% of the value of balance work towards loss of profit.

28. The learned Standing Counsel appearing for the petitioner submitted that the finding rendered by the learned Arbitrator is merely based on surmises without any scrap of evidence available before the Arbitrator. To substantiate this submission, the learned counsel relied on the judgment of the Apex Court in the case of *BATLIBOI ENVIRONMENTAL ENGINEERS LIMITED vs. HINDUSTAN PETROLEUM CORPORATION LIMITED AND ANOTHER* reported



in (2024) 2 SCC 375 and he relied upon paragraph No.27 which is
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extracted hereunder:-

“27. Hudson in his 14th Edition refers to claim for management or overheads during the period of delay. The author has referred to Hudson’s formula as well as Eichleay’s formula, and observes that recently limitations of Hudson’s approach have received greater emphasis as the English courts have become more generous in their approach and assessment of claims for time management. The authors accept what has been highlighted above, and the need to take care in delay cases to avoid any double recovery, overlap with other claims, or when payments are obtained by the contractor on account of variation(s), or any damages for breach have to be concluded by using contract price. “Thickening”, by adding unreasonable expenses, should not be accepted. It is observed that in the total cost method, there is difficulty in linking cause and effect convincingly, albeit is more precise and factually accurate. Thus, Hudson’s method should be taken as the basis for computation with caution and as a last resort, where no other way to compute damages is feasible or mathematically accurate. Inaccuracies in Hudson’s computation should not be overlooked, and should be accounted and neutralized. Hudson’s formula when applied should be with full care and caution not to over-award the damages.”

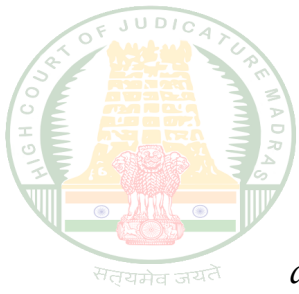


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29. This Court can take into consideration the judgment of the Apex Court in the case of *M/s.Unibros vs. All India Radio* reported in **2023 SCC Online SC 1366** and the relevant portions are extracted hereunder:-

“16. To support a claim for loss of profit arising from a delayed contract or missed opportunities from other available contracts that the appellant could have earned elsewhere by taking up any, it becomes imperative for the claimant to substantiate the presence of a viable opportunity through compelling evidence. This evidence should convincingly demonstrate that had the contract been executed promptly, the contractor could have secured supplementary profits utilizing its existing resources elsewhere.

17. One might ask, what would be the nature and quality of such evidence? In our opinion, it will be contingent upon the facts and circumstances of each case. However, it may generally include independent contemporaneous evidence such as other potential projects that the contractor had in the pipeline that could have been undertaken if not for the delays, the total number of tendering opportunities that the contractor received and declined owing to the prolongation of the contract, financial statements, or any clauses in the contract related to delays, extensions of time, and compensation for loss of profit. While this list is not exhaustive and may include

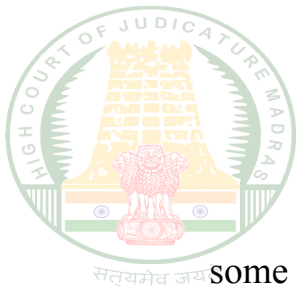


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any other piece of evidence that the court may find relevant, what is cut and dried is that in adjudging a claim towards loss of profits, the court may not make a guess in the dark; the credibility of the evidence, therefore, is the evidence of the credibility of such claim.

18. Hudson's formula, while attained acceptability and is well understood in trade, does not, however, apply in a vacuum. Hudson's formula, as well as other methods used to calculate claims for loss of off-site overheads and profit, do not directly measure the contractor's exact costs. Instead, they provide an estimate of the losses the contractor may have suffered. While these formulae are helpful when needed, they alone cannot prove the contractor's loss of profit. They are useful in assessing losses, but only if the contractor has shown with evidence the loss of profits and opportunities it suffered owing to the prolongation."

30. The Apex Court has made it clear that where a claim is made for loss of profit arising from a delayed contract or missed opportunities from other available contracts that the claimant could have earned elsewhere, it is the duty of the claimant to prove the same convincingly by way of evidence. The Apex Court held that Hudson formula or Eichleay's formula, should not be applied in a vacuum. There must be



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some evidence before the Arbitrator to fix the compensation under the head of loss of profit. It cannot be in all cases a guesswork as was attempted to be justified by the learned counsel appearing for the respondent/claimant. In the considered view of this Court, the learned Arbitrator after having rendered a finding that there is absolutely no proof or evidence available, ought not to have mechanically applied the judgment in ***Brij Paul Singh*** case and fixed 2% of value of the balance work as compensation towards loss of profit. This claim that was awarded by the Arbitrator certainly suffers from perversity due to lack of evidence and can be construed as a patent illegality as per the judgment of the Apex Court in the case of ***OPG Power Generation Private Limited vs. Enxio Power Cooling Solutions India Private Limited and another*** reported in ***2025 (2) SCC 417***.

31. The next question is as to whether this compensation granted alone can be severed and the award can be modified. For this purpose, the judgment of the Apex Court in the case of ***Gayatri Balasamy vs. ISG Novasoft Technologies Limited*** reported in ***2025 7 SCC 1*** can be relied upon. The majority view held that the Court, exercising its jurisdiction



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under Section 34 of the Act, has a limited power to modify the arbitral award and it can be exercised only when the award is severable by severing the invalid portion from the valid portion of the award.

32. In the case in hand, the compensation that was granted by the learned Sole Arbitrator under the head of loss of profit is found to be invalid and hence, it can be severed and the other claims awarded by the learned Arbitrator which are found to be valid, can be sustained.

33. In the result, this Original Petition is partly allowed in the above terms. There shall be no order as to costs. Connected application is closed.

23.09.2025

ssb

Index:Yes

Speaking order

NCC:Yes/No



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