



IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH

CR-6703-2025 (O&M)
Date of Decision:18.11.2025

Punjab State Power Corporation Limited

.....Petitioner

Versus

EMTA Coal Ltd.

.....Respondent

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present:- Mr. Gurminder Singh, Senior Advocate with
Mr. M.S. Bedi, Advocate,
Mr. Naveen S. Bhardwaj, Advocate,
Ms. Anusha Nagarajan, Advocate,
Mr. Somesh Arora, Advocate and
Mr. Shivam Sachdeva, Advocate for the petitioner.

Mr. Anand Chhibbar, Senior Advocate with
Mr. Amitabh Tewari, Advocate for the respondent-EMTA.

JASGURPREET SINGH PURI J.(Oral)

1. The present is a civil revision petition filed under Article 227 of Constitution of India seeking setting aside of an order dated 05.09.2025 (Annexure P-1) which has been passed by learned Additional District Judge, Chandigarh vide which the application of the petitioner-PSPCL for dismissal of the execution application filed by the respondent-Decree Holder has been dismissed.

FACTUAL MATRIX

2. The petitioner-PSPCL entered into a joint venture agreement with respondent-EMTA to set up a Joint Venture Company i.e. PANEM



and both the petitioner-PSPCL and present respondent-EMTA are shareholders in the aforesaid company. A coal purchase agreement was entered into between the petitioner-PSPCL and PANEM Coal Mines Ltd. The subject matter of the aforesaid agreement was pertaining to transportation of coal from a mine situated in Pachhwara, Jharkhand to PSPCL's Power Plants located in the State of Punjab. From the last rail siding in Pakur to the mine, there was a total distance of 52 kms and the surface transport charge was to be reimbursed by PSPCL for a maximum of 20 kms from the mine and for the remaining 32 kms aforesaid PANEM was required to construct a rail siding. The purpose for constructing the aforesaid rail siding was to achieve the objective of economic and efficient transportation of coal. After the aforesaid transportation operation commenced, a dispute arose between the parties pertaining to the freight charges, amongst other issues and the matter was referred for Arbitration to an Arbitral Tribunal.

3. Learned Arbitral Tribunal passed an award dated 29.05.2024, which is attached with the present petition vide Annexure P-1/A. One of the claims in the aforesaid award was pertaining to transportation charges for the aforesaid 32 kms, which is the subject matter of the present case. The rail siding for the aforesaid 32 kms was not constructed and that is why a dispute arose and the said claim was adjudicated by learned Arbitral Tribunal in para No.7.3.31 of award, which is the subject matter of the present case.

4. After the aforesaid award was passed on 29.05.2024, the respondent filed an execution application before learned Executing Court



under Section 36 (1) of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as 'the Act'). The petitioner-PSPCL filed an application for dismissal of the execution petition under Section 151 of Code of Civil Procedure (hereinafter referred to as 'CPC') by raising various objections. The said application was dismissed on 05.09.2025 by way of the impugned order passed by learned Additional District Judge, Chandigarh, who was functioning as learned Executing Court and the aforesaid impugned order is now being assailed by the petitioner-PSPCL in the present revision petition.

SUBMISSIONS MADE BY LEARNED SENIOR COUNSEL FOR THE PETITIONER

5. Mr. Gurminder Singh, learned Senior Counsel assisted by Mr. Naveen S. Bhardwaj, Advocate for the petitioner-PSPCL, submitted that the impugned order passed by learned Additional District Judge, Chandigarh, is totally perverse and against the record. He submitted that learned Executing Court/Additional District Judge, Chandigarh, while passing the impugned order and dismissing the application filed by the petitioner-PSPCL for dismissal of the execution petition made several observations that are contrary to the award itself and therefore prejudicial to the petitioner-PSPCL. He further submitted that the petitioner-PSPCL had filed an application under Section 151 of CPC raising various objections, *inter alia*, that the award passed by learned Arbitral Tribunal was not executable as the aforesaid claim amount was unquantifiable and in the absence of any quantifiable/ascertained amount, the award can not be executed. Another objection which was taken by the petitioner-PSPCL was that learned Arbitral Tribunal had no authority or



jurisdiction to adjudicate upon the dispute under the Coal Purchase Agreement, as the respondent-EMTA was not even a signatory to that agreement. The award was stated to have been passed in favour of respondent-EMTA, despite the fact that it was not a party to the aforesaid Agreement and only PANEM was entitled to make claim, if any, under the said Agreement and therefore the award was not executable. Further objections pertaining to the claim being time-barred were also taken and it was also the objection raised in the aforesaid application that in terms of the aforesaid award in para No. 7.3.31, the course of action to be adopted was in a chronological manner i.e., first of all, Clause (i) was to be resorted to and in default of the same, the second part of Clause (iv) was to be resorted to. Whereas learned Executing Court while passing the impugned order did not even clarify as to under which clause the amount was made payable or if the same was quantifiable or not and the order itself is not only perverse but also vague in nature.

6. Learned Senior Counsel for the petitioner-PSPCL further submitted that the application under Section 151 of CPC was in the nature of preliminary objections and such objections were required to be adjudicated strictly on the basis of the record. However, learned Executing Court by way of the impugned order made observations contrary to the award itself. He further submitted that serious prejudice has been caused to the petitioner-PSPCL as the operative portion of the award in para 7.3.31 was not properly appreciated and was in fact erroneously interpreted by learned Executing Court and therefore the impugned order is liable to be set aside.



7. Learned Senior Counsel for the petitioner-PSPCL further submitted that although the petitioner-PSPCL has filed separate objections under Section 34 of the Act before learned competent Court for adjudication and a separate application has also been filed under Section 36(2) of the Act seeking an order for stay of operation of the Arbitral award, but the same have not been decided yet. He also submitted that there is no interim order passed by learned Court exercising powers under Sections 34 and 36(2) of the Act, but at the same time, if the award is to be executed, it can only be executed in terms of the award itself, whereas learned Executing Court has gone beyond the award itself and by misinterpreting the same, has passed the impugned order which has prejudicially affected the rights of the petitioner-PSPCL.

8. He further submitted that it is a settled law that before learned Executing Court, objections under Section 47 of the CPC are maintainable and in this regard he referred to a judgment of Hon'ble Supreme Court in *MMTC Ltd. vs. Anglo American Metallurgical Coal Pvt. Ltd.*, 2025 SCC OnLine SC 2328, to contend that the aforesaid objections under Section 47 of the CPC or any such application of the same nature is maintainable. Learned Senior Counsel for the petitioner-PSPCL also submitted that although the application out of which the impugned order has arisen was an application under Section 151 of the CPC, but the same has been decided as if it was in the nature of objections under Section 47 of the CPC and since the observations of learned Executing Court are perverse and contrary to the award itself, the same is liable to be set aside. While referring to para 7.3.31 of the award,



he submitted that, as per clause (i) thereof- which forms the basis of the execution sought by the respondent, it has been so ordered by learned Arbitral Tribunal that the parties shall calculate the railway freight for the additional distance of 32 kms upto Pakur Railway Station, which is beyond 20 kms from the mine at the prescribed rates of contract and the parties shall also calculate the surface transportation charges payable for the same additional distance of 32 kms. It was further observed in the aforesaid para that the lesser of the aforesaid two amounts shall be the amount payable to the claimant. He submitted that in this way it was very clear from Clause (i) that first, parties were to calculate the railway freight for the additional distance of 32 kms at the prescribed rates of the contract and also calculate the surface transportation charges payable for the same additional distance of 32 kms, the lesser of the two amounts shall be payable to the claimant. He submitted that in the event, the exercise of calculation as per aforesaid clause (i) is not completed within one month from the date of the award, then the amount of surface transport charges calculated by the claimant in Annexure EE minus INR 126 crores shall be construed as the net amount payable under this claim. He submitted that the award was passed on 29.05.2024 and there is no dispute that the petitioner-PSPCL had calculated and submitted its calculations to the Tribunal as per aforesaid clause (i) of the award, within a period of one month i.e. on 27.06.2024 but the respondent-EMTA calculated its own rates and informed the petitioner-PSPCL regarding the same on 28.06.2024. In this way, the exercise which was stipulated in clause (i) of para 7.3.31 of the Arbitral Award, as aforesaid, was carried out by both



the parties and there was no question of invoking the default clause contained in clause (iv) as has been observed by learned Executing Court in the impugned order and therefore, the aforesaid order is liable to be set aside.

SUBMISSIONS MADE BY LEARNED SENIOR COUNSEL FOR THE RESPONDENT

9. Mr. Anand Chhibbar, learned Senior Counsel assisted by Mr. Amitabh Tewari, for the respondent, submitted that the respondent has filed the execution petition under Section 36(1) of the Act, to which the petitioner-PSPCL had filed an application for dismissal of the execution petition and this application was filed under Section 151 CPC, which was not even maintainable. He submitted that so far as the law with regard to the maintainability of objections under Section 47 CPC in such like cases is concerned, the matter is no longer *res integra* and such objections are maintainable in view of the latest judgment of the Hon'ble Supreme Court in *MMTC (supra)* relying on *Electrosteel Steel Limited v. Ispat Carrier Private Limited, (2025) 7 SCC 773* and therefore he does not dispute the aforesaid proposition of law that objections are infact maintainable but in a narrow compass.

10. He further submitted that no illegality or perversity can be found in the order passed by learned Executing Court while passing the impugned order, since learned Executing Court is only required to execute the award which has been passed by learned Arbitral Tribunal, and learned Executing Court cannot travel beyond the award and that is what has rightly been done while passing the impugned order whereby the application filed by the petitioner-PSPCL was dismissed. He submitted



that learned Executing Court cannot supplement or supplant its own view or opinion over and above the observations made by learned Arbitral Tribunal, which is deemed to be a decree of a civil Court and Executing Court can only exercise its powers for the purpose of execution of the award and therefore learned Executing Court has rightly dismissed the application filed by the petitioner-PSPCL.

11. With regard to the aforesaid clause referred to by learned Senior Counsel for the petitioner-PSPCL, it was submitted by learned Senior Counsel for the respondent that Clause (i) provides that both the parties will calculate their railway freight as well as the surface transportation charges and thereafter, in case they reach to a consensus, the lesser of the two amounts will be payable. However, if the parties do not reach to any consensus or fail to complete the aforesaid exercise of calculation within one month, then the residuary clause under Clause (iv) will automatically come into play and the said residuary clause provides that in such eventuality, the surface transportation charges calculated by the claimant, who is the respondent in the present case, in Annexure EE minus INR 126 crores shall be construed as the net amount payable under this claim. In view of the aforesaid there was no inconsistency between Clause (i) and Clause (iv) for the purpose of the amount, which was an ascertained amount and also a quantifiable amount. He submitted that since there was no consensus between the parties regarding the calculation, the aforesaid residuary/default clause automatically came into play and the amount stated in Annexure EE minus INR 126 crores was



claimed by the respondent before learned Executing Court in the execution application.

12. With respect to the procedure to be followed under Clause (i), the petitioner-PSPCL submitted its calculations to learned Arbitral Tribunal within the stipulated period of one month i.e. on 27.06.2024, which is not in dispute. Similarly, the respondent also calculated the amount under Clause (i) and submitted their calculations to the petitioner-PSPCL. He submitted that either way, the lesser amount of the two i.e. the railway freight or the surface transportation charges was to be claimed by the claimant. So far as the default clause under Annexure EE is concerned, the amount is the same as that of the surface transportation charges claimed under Clause (i) and therefore it was a quantifiable and ascertainable amount regarding which there can be no dispute. He submitted that, therefore, either under Clause (i) or under Clause (iv), the amount claimed by the respondent in execution application is the same, and therefore no fault can be found in the impugned order passed by learned Executing Court. He also submitted that once the petitioner-PSPCL has already filed objections to the award under Section 34 of the Act, which are pending, such similar objections could not have been filed by the petitioner-PSPCL for dismissal of the execution application because the matter is still to be adjudicated by learned competent Court hearing the objections filed under Section 34 of the Act. He also contended that such objections could not have been filed by the petitioner-PSPCL before learned Executing Court because the objections pending before learned Court under Section 34 of the Act are to be



considered strictly within the scope and grounds prescribed under Section 34 of the Act. Accordingly, similar objections could not have been raised by the petitioner-PSPCL in an application under Section 151 of the CPC which is akin to objections under Section 47 of the CPC. He submitted that be that as it may even if the application has been filed by the petitioner-PSPCL under Section 151 of the CPC akin to Section 47 of the CPC which, although is maintainable in view of the judgment of Hon'ble Supreme Court in *MMTC Ltd. vs. Anglo American Metallurgical Coal Pvt. Ltd. (supra)* as aforesaid, the nature and spirit of the objections under Section 151 are similar to those under Section 47 of the CPC.

13. Learned counsel for the respondent further submitted that the scope of filing objections to an execution application would lie within a narrow compass, limited to the ground of jurisdictional infirmity or voidness which are absent in the present case. Therefore, the objections filed by the petitioner-PSPCL which culminated in the passing of the impugned order, were correctly dismissed.

ANALYSIS

14. I have heard both the learned Senior Counsels for the parties.

15. Before proceeding further, the relevant portion of the award, which is the subject matter of the present case as contained in Clauses 7.3.30 and 7.3.31, is reproduced as under:-

7.3.30:- In view of the discussion and the Tribunal's finding above, the Claimant would be entitled to the freight charges payable on the agreed rate of tariffs for the 32 kms of distance from Pakur Railway siding towards



the mine in accordance with the conditions of the contract. However, the claimant has pleaded that the Railway freight at the prevalent rate is more than the surface transportation charges and has accordingly claimed the surface transportation charges. This being so, the Tribunal is of the view the Claimant will be entitled to lesser amount out of the two modes of transportation. In the event, the Railway freight for 32 kms.of distance for the coal transported is less than the surface transportation charges, the claimant will be entitled to the same. In the event, the surface transportation charges are less than the railway freight for the same distance of 32 kms., the Claimant will be entitled to surface transportation charges. This amount has to be further reduced by the amount saved by the Claimant in investing in a railway siding. Three different amounts have been mentioned at different places in this regard. The estimated value as per the Claimant is INR 116 crores (based on the amount approved by the railways as per feasibility report), whereas the Respondents have estimated the value for providing the railway siding INR 200 crores in their written submissions, though in reply to this claim in paragraph (h) of the Written Statement (SOD), the Respondent has also admitted that the Claimant has saved capital investment of INR 116 crores and interest thereon. Since the amount of INR 116 crores appears from the feasibility report as



sanctioned by the Railways, and has also been admitted by the Respondent in its written statement, it is safer for the Tribunal to accept this figure with suitable margin. Adding a margin of INR 10 crores of additional expenses that may have been incurred, the Tribunal finds that a notional savings of INR 126 crores in total could have been made by the Claimant.

7.3.31:- *We accordingly allow this claim in the following manner:*

(I) The parties shall calculate the railway freight for the additional distance of 32 kms of distance up to Pakur Railway Station, that is beyond 20 kms from the mine, at the prescribed rates of contract (“32 kms Freight Charges”). The parties shall also calculate the surface transportation charges payable for the same additional distance of 32 kms (“32 kms Surface Transportation Charges”). The lesser of the two amounts shall be the amount payable to the Claimant (“Amount Payable”).

(ii) The Amount Payable shall be further reduced by INR 126 cores, the amount which the claimant was supposed to incur in providing railway siding from Pakur Railway Station upto 20 Kms of the Pit Head.

(iii) Therefore, the Claimant is awarded a “Net Payable Amount” as below:



Net Payable Amount = [Amount Payable as per direction in (i) above i.e. Railway Freight Charges for 32 Kms or surface transport charges for 32 kms whichever is less] minus INR 126 crores.

(iv) We also direct that that this exercise of calculation as per directions in (i) and (iii) above shall be conducted within a period of 1 month from the date of this award, and the resultant amount be paid thereafter as part of this Award. In the event, the exercise for calculation is not completed within one month from the date of this award, the amount of surface transport charges calculated by the claimant in Annexure EE minus INR 126 Crores shall be construed as the net amount payable under this claim.”

16. A perusal of the aforesaid clauses would show that learned Arbitral Tribunal, while adjudicating the dispute observed that the claimant, who is the respondent in the present case would be entitled to the freight charges payable at the agreed tariff rates for the distance of 32 kms from the Pakur Railway siding to the mine, in accordance with the conditions of the contract. Since there was no rail siding existing at the time and the same was to be constructed later, learned Tribunal was of the view that the claimant would be entitled to the lesser amount out of the two modes of transportation, namely the railway transportation and the surface transportation. It was so observed in para No.7.3.30 that in the event the railway freight for 32 kms of distance for the coal transported is lesser than the surface transportation charges, the claimant will be entitled



to the same. However, if the surface transportation charges are lesser than the railway freight for the same distance of 32 kms, the claimant will be entitled to the surface transportation charges. Further, an amount of INR 126 crores which is already with the claimant was required to be reduced from the total claimed amount. The question as to whether the amount of INR 126 crores was to be deducted is not in dispute and is not the subject matter of the present case. The only issue in the present case concerns the amount payable under the award in favour of the claimant.

17. A perusal of para 7.3.31 shows that the claim has been crystallized into four clauses. Clause (i), as reproduced above, provides that the parties shall calculate the railway freight for the additional distance of 32 kms from the railway station and at the same time the parties shall also calculate the surface transportation charges for the same distance and thereafter, the lesser of the two amounts shall be payable to the claimant. In other words, it was adjudicated that both parties were to calculate their respective amounts on two counts: firstly, railway freight for the aforesaid 32 kms and secondly, surface transportation charges for same distance and the lesser of the two amounts shall be paid to the claimant. Upon completion of this exercise, an amount of INR 126 crores was to be deducted from the total claimed amount in accordance with Clauses (ii) and (iii) which are not in dispute in the present case. Thereafter Clause (iv) provides for a default or residuary clause, stipulating that if the calculation exercise under Clauses (i) and (iii) is not completed within one month from the date of the award then the amount of surface transportation charges calculated by the claimant in Annexure



EE minus INR 126 crores shall be construed as the net amount payable under this claim. Both the learned Senior Counsels have stated that the calculations in terms of the aforesaid clause (i) had taken place within one month by both parties but there was no consensus on any of the amounts projected by either of the parties. It is the case of learned Senior counsel for the respondent-EMTA that the aforesaid Annexure EE is the same amount which the respondent has calculated in pursuance of Clause (i) for surface transportation charges. Now, when the award is sought to be executed by filing of the execution application, it is the same amount mentioned in Annexure EE being the surface transportation charges calculated as per Clause (i) which is sought to be enforced and therefore even if the default clause applies the same does not make any difference. However, it was the case of learned Senior counsel for the petitioner-PSPCL that from a perusal of the impugned order nothing is discernible as to whether the aforesaid Annexure EE was the same amount as calculated by the respondent as surface transportation charges in pursuance of clause (i) or not. He had further submitted that the default Clause (iv) would not apply where both parties had already completed the calculations under Clauses (i) and (iii), as Clause (iv) only applies to situations where such calculations are not carried out under Clauses (i) and (iii). It was his argument that since the calculations were already conducted under Clause (i), default clause i.e. Clause (iv) could not have come into effect.

18 A perusal of the impugned order would show that an application under Section 151 of the CPC was filed by the petitioner-



PSPCL before learned Executing Court for dismissal of the execution application. However, it is the case of both learned Senior Counsels that the application was treated as objections to the execution application akin to Section 47 CPC and a detailed order was accordingly passed. A further perusal of the impugned order would show that learned Executing Court by way of the impugned order has noted down the submissions and the objections of the petitioner-PSPCL in para No.4 of the impugned order wherein specific objections were taken to the effect that the award was not executable, learned Arbitral Tribunal has no authority or jurisdiction to adjudicate upon the dispute because the respondent-EMTA was not even signatory to the aforesaid agreement. Specific objections were also taken by the petitioner-PSPCL in the aforesaid application that the award was passed in favour of the respondent-EMTA despite the fact that it was not a party to the coal purchase agreement as only PANEM was entitled to make a claim, if any. A perusal of para 5 of the impugned order would further show that specific objection was taken with regard to the award being not executable because the amount has not been quantified by learned Arbitral Tribunal. It was because of one of these reasons it was so pleaded that since the arbitral award has not been quantified for want of calculations to be provided by the decree holder/award holder, so the award in question is not an enforceable award.

19. Learned Executing Court, while discussing and referring to the contentions raised by both the parties in para No.9 of the impugned order, observed as follows:



9. *A perusal of the para 7.3.31 of the award in question reveals that the parties shall calculate the railway freight for the additional distance of 32 kms i.e. beyond 20 kms from the mine. The lesser of the two amounts shall be the amount payable to the claimant. The amount payable shall be reduced by Rs.126 crores, the amount which the claimant was supposed to incur in providing railway siding from Pakur railway station upto 20 km of pit head. The exercise of calculation as per directions in (i) and (ii) shall be conducted within a period of one month from the date of this award. The resultant amount to be paid as part of the award. In the event, the exercise for calculation is not completed within one month from the date of award, the amount of surface transportation charges calculated by the claimant in Annexure EE minus Rs.126 crores shall be construed as the net amount payable under this claim. It is an admitted case of the applicant/judgment debtor that the directions were issued by the learned Arbitrators on 26.05.2024 and the applicant has furnished the calculation on 27.06.2024. No calculation was furnished by the award holder upto 28.06.2024, however, it filed objections to the calculations on 09.07.2024. As per the applicant/judgment debtor's version, when the amount was not quantified for want of calculation by the award holder, then the applicant/judgment debtor is not liable to pay the amount*



demanded in this execution, however, as discussed above, the learned Arbitrators while passing the award in question have directed both the parties to complete this exercise within one month failing which the calculations filed by the award holder minus Rs.126 crores shall be the money to be given to the claimant. In these circumstances, it cannot be said that the award amount has not been quantified, so, it is not executable.”

20. A perusal of opening part of para No.9 would show that learned Executing Court in the impugned order while referring to para No.7.3.31 observed that the award in question reveals that the parties shall calculate the railway freight for the additional distance of 32 kms. i.e. beyond 20 kms from the mine and the lesser of the two amounts shall be the amount payable to the claimant.

21. This Court is of the considered view that the aforesaid observations made by learned Executing Court appear to be factually incorrect. Para No.7.3.31 makes it clear that both the parties will calculate the railway freight for 32 kms. on the prescribed rates and the parties shall also calculate the surface transportation charges for the same distance i.e.32 kms. and then the lesser of the two amounts shall be the amount payable to the claimant. The same is also reflected in para No.7.3.30 wherein it was so observed by learned Tribunal that in the event the surface transportation charges are less than the railway freight for the same distance then the claimant will be entitled for the surface transportation charges and there is no inconsistency between para No.



7.3.30 and 7.3.31. Therefore, the aforesaid observations made by learned Executing Court appear to be contrary to the observations made in the award. However, a further perusal of para No.9 of the impugned order would show that it was so observed while referring to para 7.3.31 that in the event the exercise for calculation is not completed within one month from the date of the award then the amount of surface transportation charges calculated by the claimant-EMTA in Annexure EE minus Rs.126 crores shall be construed as net amount payable under this claim. However, the amount determined vide Annexure EE is not reflected in the impugned order. Although it was the case of learned Senior Counsel for the respondent that the amount in Annexure EE is the same as that calculated by them under Clause (i) for surface transportation charges, whether the amounts are the same or not is not apparent from the impugned order. Therefore, to that extent, the observations made by learned Executing Court were perverse. A further perusal of para No.9 would show that it was so observed by learned Executing Court that the Arbitral Tribunal by passing the award in question had directed both the parties to complete this exercise within one month failing which the calculations filed by the award holder minus Rs.126 crores shall be the money to be given to the claimant and in these circumstances, it cannot be said that the award amount has not been quantified. However, there is no observation as to when the exercise was completed by both parties or what was the effect of the completion of the exercise in terms of Clause (i) of para 7.3.31. Without referring to the aforesaid, no such observation could have been made by learned Executing Court.



22. It is a settled proposition of law that learned Executing Court cannot go beyond the award itself, which is in the nature of a decree of a Civil Court and objections under Section 47 of the CPC can always be filed. It is also well-settled that such objections can be entertained only in certain circumstances, such as jurisdictional infirmity or when the decree or award is void, nullity or not executable for a specific reason. All these aspects certainly are the grounds for raising objection to execution of an award or decree. However, at the same time, when objections are filed to an execution application, the same are required to be adjudicated upon properly by referring to the award or decree. The learned Executing Court cannot make any observations by erroneously construing the award or decree because it affects the rights of the judgment debtor as well. A perusal of the aforesaid impugned order would show that, particularly in para No.9, learned Executing Court has made certain observations which are not in line with the aforesaid award passed in paras No. 7.3.30 and 7.3.31 of the award. It is also a settled law that learned Executing Court has to decide and deal with all the objections by passing a speaking order which was not done in the present case.

23. So far as the arguments raised by learned Senior Counsel for the respondent No.1-EMTA that since the petitioner-PSPCL has already filed objections under Section 34 of the Act which can only be considered within a narrow compass under the specified grounds prescribed in Section 34 for setting aside of an award, the same grounds could not have been taken by the petitioner-PSPCL in the objections filed is concerned, this Court is not able to accept the argument raised by learned Counsel for



the respondent. The objections filed by the petitioner-PSPCL in an execution application are certainly maintainable being akin to Section 47 of the CPC. In case the award itself is not enforceable for any reason whatsoever, the same is required to be considered by learned Executing Court in a proper and judicious manner but not by making observations which are at variance with the award itself, as aforesaid, especially in para No.9 of the impugned order. Therefore, this Court is of the considered view that the impugned order cannot sustain particularly in view of the observations made by learned Executing Court in the aforesaid paragraph.

24. Consequently, the present petition is allowed. The impugned order passed by learned Additional District Judge, Chandigarh, dated 05.09.2025 is hereby set aside. Learned Executing Court shall now pass a fresh order within a period of one month from receipt of copy of this order, after hearing both the parties with due application of mind and uninfluenced by the impugned order passed earlier and also by the present order passed by this Court. It is made clear that this Court has not made any observation on the merits of the case and has set aside the impugned order passed by learned Executing Court only on the ground that some observations made therein appear to be not in accordance with the award.

(JASGURPREET SINGH PURI)
JUDGE

18.11.2025

shweta

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No