



FAO-CARB-11-2024 (O&M)

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**IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH**

FAO-CARB-11-2024 (O&M)

Date of decision: 19.02.2026

M/S BALDEV SAHAI GARG, BUILDERS AND CONTRACTORS

....Appellant

Versus

STATE OF PUNJAB

...Respondents

**CORAM: HON'BLE MR. JUSTICE ASHWANI KUMAR MISHRA
HON'BLE MR. JUSTICE ROHIT KAPOOR**

Present: Mr. Rohan Markanda, Advocate and
Mr. Aviral Setia, Advocate
for the appellant.

Mr. Amit Goyal, Addl. Advocate General, Punjab.

ASHWANI KUMAR MISHRA, J. (Oral)

1. This appeal under Section 37 of the Arbitration and Conciliation Act, 1996 (for short 'the Act') arises out of an order passed by the Additional District Judge, Ferozepur dated 01.02.2024, whereby the objection filed under Section 34 of the Act has been returned to the respondent-State to file the application before appropriate Court at New Delhi.

2. It transpires that a dispute arose between the parties in respect of a contract awarded for construction of Judicial Court Complex at Ferozepur dated 28.02.2007. In terms of the contract, the matter was referred to Sole Arbitrator. The Sole Arbitrator has passed an award dated 30.09.2019, partly accepting the claim of the appellant. This award is the bone of contention between the parties.

3. The respondent-State of Punjab filed an objection under Section 34 before the concerned Court at Ferozepur, challenging the award. In para 2 at



Page 117 of the paperbook, the State of Punjab asserted as under:-

“That the contract agreement was executed at Ferozepur and the work was also to be performed at Ferozepur and all the payments were made at Ferozepur. Thus the entire cause of action is at Ferozepur and this Hon'ble Court has the Territorial Jurisdiction to adjudicate upon the present case under the Arbitration & Conciliation Act.”

4. In reply to the aforesaid assertion, the appellant stated in para 2 of its reply that the territorial jurisdiction of the concerned Court at Ferozepur is not denied.

5. From the respective pleadings of the parties, it is apparent that no objection was taken to the maintainability of objection before the concerned Court at Ferozepur. Even otherwise, the contract clearly shows that jurisdiction would be of the concerned Civil Court, on the basis of location of their Engineer-in-Charge. The Engineer-in-Charge has been defined in the contract as the Executive Engineer, Ferozepur.

6. In such circumstances, going by the provisions of the contract as also the specific pleadings of the parties, the jurisdiction of the concerned Court at Ferozepur was not questioned.

7. Learned counsel for the appellant has invited our attention to para 9 of the judgment wherein the concerned Court has observed that an objection was taken with regard to jurisdiction of the Court on the plea that such jurisdiction was with the concerned Court at New Delhi. It is emphatically submitted on behalf of the appellant that no such plea was ever taken before the concerned Court. It is also submitted that such plea otherwise could not have been taken in view of the specific provisions of the contract and the respective pleadings of the parties.



8. From the materials placed on record, we find that the concerned Court at Ferozepur has erroneously proceeded in the matter on the premise that his jurisdiction to try the objection under Section 34 of the Act was questioned on the ground of lack of jurisdiction. Neither any such objection is shown to have been raised nor such an objection was otherwise countenanced in view of the specific terms of the contract as also the respective pleadings of the parties. Once that be the case, the Court of Additional District Judge, Ferozepur has erred in returning the objection under Section 34 of the Act for its presentation before the Court at New Delhi. The order of the concerned Court dated 01.02.2024 is accordingly set aside.

9. Appeal is allowed in above terms. Direction is issued to the concerned Court to examine the objection of the respondent-State under Section 34 of the Act on merits and conclude such proceedings expeditiously, preferably by fixing weekly dates without granting unnecessary adjournment to the parties.

10. Pending applications, if any, shall stand disposed of accordingly.

(ASHWANI KUMAR MISHRA)
JUDGE

(ROHIT KAPOOR)
JUDGE

FEBRUARY 19, 2026
mohit goyal

Whether speaking/reasoned	:	Yes / No
Whether reportable	:	Yes / No