



IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

FAO-CRB-22-2019 (O&M)
Date of Decision: 06.05.2026

HVPNL

...Appellant

Vs.

M/s Kei Industries Ltd.

...Respondent

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

Present: Mr. Pritam Singh Saini, Advocate and
Mr. Deepak Singh Saini, Advocate for the appellant.

Mr. S.S. Sobti, Advocate for the respondent.
(through video conferencing)

ASHWANI KUMAR MISHRA, J. (Oral)

1. This appeal under Section 37 of the Arbitration and Conciliation Act, 1996, assails the order passed by the Commercial Court, Gurugram, dated 08.12.2018, rejecting the appellant's objection to the arbitral award passed under Section 34 of the Act, 1996.

2. It transpires that the appellant – corporation awarded contract on 06.12.2010 to the respondent for supply of 66 KV XLPE cables on turnkey basis against REC-090 package.

3. The respondent was ultimately awarded the contract and it claims to have completed its part of the obligation. The contract essentially was in two parts i.e. (a) for supplying relevant goods and (b) for erection purpose.

4. It transpires that a dispute arose between the parties regarding amounts to be paid to the respondent for laying of pipes pursuant to the contract work awarded. The Arbitrator has gone through the facts on record and has opined that the respondent – claimant is entitled to the amount demanded for the work executed. The Arbitrator has also gone through the evidence on record and

has come to the conclusion that the respondent – claimant is entitled to Rs.47,46,804/- on account of unilateral deduction of agreed rates for laying of HDPE pipes.

5. In the challenge to the arbitral award under Section 34 of the Act, the learned Commercial Court, Gurugram, has come to the conclusion that none of the ground referable to Section 34 (2) of the Act is made out, on facts, requiring interference by the Commercial Court.

6. Though various submissions are advanced on behalf of the appellant but we find that the issues raised are essentially factual in nature and have been dealt with by the Arbitrator in its award. The view taken by the Arbitrator is clearly permissible in law. Just because a different view can be taken, it would not be appropriate for this Court to interfere with the award when no serious illegality has otherwise been shown to us.

7. The contention of the appellant that various clauses as envisioned in the contract have not been complied with, cannot be sustained for the simple reason that these factual aspects have been deliberated upon by the Arbitrator.

8. In that view of the matter, we do not find any reason to interfere in the matter. The appeal lacks merit and is dismissed accordingly.

9. All pending misc. application(s), if any, also stand disposed of.

(ASHWANI KUMAR MISHRA)
JUDGE

(ROHIT KAPOOR)
JUDGE

06.05.2026
rajesh

1. Whether speaking/reasoned?	:	Yes/No
2. Whether reportable?	:	Yes/No