

CNR No. PBSA010018412021

CASE No. ARB-42-2021

Punjab School Education Board versus M/s Pawan Kalra Engineers

Present: Sh. Ranjit Singh Kalra, Advocate for the petitioner.
Sh. Chirag Girdhar, Advocate for the respondents.

1. During the course of hearing of the objections filed by the Punjab School Education Board under Section 34 of the Arbitration and Conciliation Act, wherein the objectors have challenged the exparte award dated 24.12.2019 passed against them, the respondent no.1 alongwith his counsel suffered the statement that considering the objections raised by the Punjab School Education Board, he has no objection if the exparte Award dated 24.12.2019 passed by the Sole Arbitrator Sh. M.S. Virdi, Retired District and Session Judge be set aside. He further stated that liberty be granted to him to invoke the arbitration clause afresh in order to get his grievances settled. He further stated that he had given the statement being the sole proprietor of respondent no.1 without any influence or coercion and after taking due advice from his counsel.

2. The learned counsel for the objector after hearing the statement suffered by respondent no.1, had no objection to the prayer made by the respondent no.1.

3. During the course of arguments advanced by the learned counsel for the objector, it had surfaced that while passing the impugned exparte award, the learned Sole Arbitrator had made reference to clause no.28 in his award at para no.22. When the wording of clause no.28 as mentioned in the award were compared to the

recitals of clause no.28, so mentioned in the agreement, they were found to be at variance. The learned counsel for the objector further argued that the Sole Arbitrator had failed to take into consideration the inspection report, which is Annexure P/4 and had failed to appreciate the same and had rather passed the exparte award on the incorrect wording of clause-28, which was never a part of the agreement between the parties. It was, at this stage, the learned counsel for the respondent no.1 suffered the statement expressing his no objection if the exparte award dated 24.12.2019 is set aside. However, he has prayed that he be given the liberty to invoke the arbitration clause afresh in order to settle his grievances.

4. In the light of the entire above discussion and the statements suffered by the parties, the exparte award dated 24.12.2019 passed by the Sole Arbitrator Sh. M.S. Viridi, the District and Session Judge (Retired) is hereby set aside. The respondent no.1 M/s Pawan Kalra Engineers and Contractors are at liberty to invoke the arbitration proceedings afresh as per law and in accordance with the agreement between the parties. The present matter stands disposed of accordingly. File be consigned to the record room.

Pronounced in Open Court.
Dated: 21.02.2026

Tajinder Singh

(Neetika Verma),
Additional District Judge
SAS Nagar/UID-PB0209