



IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

(1) CR-3884-2023 (O&M)

YASHPREET SINGH

...Petitioner(s)

VERSUS

UNION OF INDIA AND ANOTHER

...Respondent(s)

(2) CR-4156-2023 (O&M)

SADHU SINGH

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)

(3) CR-5868-2023 (O&M)

AJAY KUMAR AND OTHERS

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)

(4) CR-493-2024 (O&M)

LAKHWINDER KAUR AND OTHERS

...Petitioner(s)

VERSUS

GOVERNMENT OF INDIA AND OTHERS

...Respondent(s)

(5) CR-497-2024 (O&M)

DILBAR SINGH @ JAGSEER SINGH

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)



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(6) CR-6152-2023 (O&M)

MUDIT SINGLA AND ANOTHER

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)

(7) CR-498-2024 (O&M)

GURUDEV SINGH (DECEASED) THROUGH LRs AND OTHERS

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)

(8) CR-499-2024 (O&M)

ISHER SINGH AND ANOTHER

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)

(9) CR-500-2024 (O&M)

RAINU BALA AND OTHERS

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)

(10) CR-501-2024 (O&M)

AMARJIT SINGH AND OTHERS

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)



2026:PHHC:059323



(11) CR-504-2024 (O&M)

KANWALJIT SINGH

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)

(12) CR-1164-2024 (O&M)

VINOD KUMARI AND OTHERS

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)

(13) CR-1173-2024 (O&M)

DEEPAK MONGA

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)

(14) CR-1222-2024 (O&M)

NARINDER MAHESHWARI

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)

(15) CR-1277-2024 (O&M)

JAGDEEP GOEL

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)



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(16) CR-268-2024 (O&M)

PREM KAUR AND ANOTHER

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)

(17) CR-288-2024 (O&M)

JIWAN KUMAR AND OTHERS

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)

(18) CR-290-2024 (O&M)

NACHHATTER SINGH AND OTHERS

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)

(19) CR-629-2024 (O&M)

RAJ KUMAR @ RAAJ KATIA

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)

(20) CR-691-2024 (O&M)

NITIN KUMAR @ NITIN SETHI AND ANOTHER

...Petitioner(s)

VERSUS

GOVERNMENT OF INDIA AND OTHERS

...Respondent(s)



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(21) CR-1151-2024 (O&M)

KRISHNA WIRE PRODUCTS PRIVATE LIMITED

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)

(22) CR-1302-2024 (O&M)

PARMOD SINGLA

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)

(23) CR-1306-2024 (O&M)

MONIKA GARG AND OTHERS

...Petitioner(s)

VERSUS

UNION OF INDIA AND ANOTHER

...Respondent(s)

(24) CR-1341-2024 (O&M)

SURINDER PAL

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)

(25) CR-1499-2024 (O&M)

BUTTA SINGH

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)



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(26) CR-1502-2024 (O&M)

HARPREET SINGH

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)

(27) CR-1515-2024 (O&M)

PARMINDER SINGH

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)

(28) CR-1536-2024 (O&M)

BHUPINDER PAL SINGH

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)

(29) CR-1901-2024 (O&M)

VARINDER BANSAL AND OTHERS

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)

(30) CR-1788-2024 (O&M)

BIJA MAL

...Petitioner(s)

VERSUS

NATIONAL HIGHWAY AUTHORITY OF INDIA AND OTHERS

...Respondent(s)



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(31) CR-1880-2024 (O&M)

BIJA MAL @ BIJA MALL AND ANOTHER

...Petitioner(s)

VERSUS

NATIONAL HIGHWAY AUTHORITY OF INDIA AND OTHERS

...Respondent(s)

(32) CR-1724-2024 (O&M)

BHUPINDER SINGH

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)

(33) CR-1727-2024 (O&M)

BHUPINDER SINGH

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)

(34) CR-2316-2024 (O&M)

BIKKAR SINGH

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)

(35) CR-4053-2024 (O&M)

RENU @ RENU BALA AND ANOTHER

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)



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(36) CR-4074-2024 (O&M)

SATGURU EDUCATION SOCIETY (REGISTERED) BATHINDA

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)

(37) CR-4114-2024 (O&M)

JANAK RAJ AND OTHERS

...Petitioner(s)

VERSUS

GOVERNMENT OF INDIA AND OTHERS

...Respondent(s)

(38) CR-3922-2024 (O&M)

PREM KUMAR @ PREM CHAND

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)

(39) CR-4639-2024 (O&M)

BABA JEE AGENCIES (P) LTD.

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)

(40) CR-4492-2024 (O&M)

HEMANT AGGARWAL AND OTHERS

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)



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(41) CR-4979-2024 (O&M)

NOHAR CHAND

...Petitioner(s)

VERSUS

GOVERNMENT OF INDIA AND OTHERS

...Respondent(s)

(42) CR-2412-2024 (O&M)

SUSHIL KUMAR AND ANOTHER

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)

(43) CR-2415-2024 (O&M)

HARJINDER SINGH MANN

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)

(44) CR-2423-2024 (O&M)

AVTAR SINGH

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)

(45) CR-2576-2024 (O&M)

RAKESH MAHESHWARI AND ANOTHER

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)



(46) CR-2596-2024 (O&M)

BHOJ RAJ (DECEASED) THROUGH LRs AND OTHERS

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)

(47) CR-2582-2024 (O&M)

KRISHAN KUMAR AND OTHERS

...Petitioner(s)

VERSUS

NATIONAL HIGHWAY AUTHORITY OF INDIA AND OTHERS

...Respondent(s)

(48) CR-3491-2024 (O&M)

NAIB SINGH GROVER

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)

(49) CR-3493-2024 (O&M)

NAIB SINGH GROVER

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)

(50) CR-3496-2024 (O&M)

ROHIT KUMAR AND ANOTHER

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)



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(51) CR-3724-2024 (O&M)

RAKESH KUMAR AND ANOTHER

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)

(52) CR-3814-2024 (O&M)

SNEH LATA

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)

(53) CR-3821-2024 (O&M)

HARPREET SINGH GROVER

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)

(54) CR-4009-2024 (O&M)

SUSHIL KUMAR

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)

(55) CR-4056-2024 (O&M)

PARVEEN GARG

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)



(56) CR-4060-2024 (O&M)

ANJANA GARG AND OTHERS

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)

(57) CR-4470-2024 (O&M)

RIBNA @ RUBAN RANI @ RUBNA

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)

(58) CR-2701-2024 (O&M)

NARESH KUMARI AND ANOTHER

...Petitioner(s)

VERSUS

GOVERNMENT OF INDIA AND OTHERS

...Respondent(s)

(59) CR-2749-2024 (O&M)

ASHWANI KUMAR AND OTHERS

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)

(60) CR-2811-2024 (O&M)

HARMANDER SINGH

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)



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(61) CR-2700-2024 (O&M)

SATISH KUMAR AND OTHERS

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)

(62) CR-7288-2024 (O&M)

SARABJEET KAUR

...Petitioner(s)

VERSUS

GOVERNMENT OF INDIA AND OTHERS

...Respondent(s)

(63) CR-6242-2024 (O&M)

MAHINDER KAUR AND ANOTHER

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)

(64) CR-6878-2024 (O&M)

SUKHDIP SINGH

...Petitioner(s)

VERSUS

GOVERNMENT OF INDIA AND OTHERS

...Respondent(s)

(65) CR-6006-2024 (O&M)

SHRI VISHWAKARMA BHAWAN AND TECHNICAL SOCIETY

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)



(66) CR-5961-2024 (O&M)

MONIKA RANI

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)

(67) CR-1105-2024 (O&M)

HARBANS LAL AGGARWAL

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)

(68) CR-1116-2024 (O&M)

LALIT KUMAR AND ANOTHER

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)

(69) CR-7230-2024 (O&M)

SATDEV @ SAT DEV GARG AND ANOTHER

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)

(70) CR-5976-2024 (O&M)

IKKATAR SINGH AND ANOTHER

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)



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(71) CR-6204-2024 (O&M)

KRISHAN KUMAR AND OTHERS

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)

(72) CR-6270-2024 (O&M)

BALDEV KAUR

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)

(73) CR-6144-2024 (O&M)

GURMEET KAUR AND OTHERS

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)

(74) CR-3374-2024 (O&M)

NAIB SINGH GROVER

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)

(75) CR-4662-2024 (O&M)

ASHWANI KUMAR AND OTHERS

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)



(76) CR-4668-2024 (O&M)

NAVEEN ROMANA AND ANOTHER

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)

(77) CR-4717-2024 (O&M)

ANITA RANI AND OTHERS

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)

(78) CR-4985-2024 (O&M)

SATISH KUMAR AND OTHERS

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)

(79) CR-5548-2024 (O&M)

PURSHOTAM LAL

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)

(80) CR-5663-2024 (O&M)

SHREE SANATAN DHARAM MAHAVIR DAL (REGISTERED)

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)



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(81) CR-5906-2024 (O&M)

BHAG SINGH AND ANOTHER

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)

(82) CR-5916-2024 (O&M)

PATWINDER SINGH

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)

(83) CR-5917-2024 (O&M)

SAVITRI DEVI @ SANGEETA GOYAL

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)

(84) CR-5919-2024 (O&M)

RAMESH KUMAR

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)

(85) CR-5928-2024 (O&M)

MOHAN LAL AND ANOTHER

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)



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(86) CR-5922-2024 (O&M)

KULDEEP SINGH AND OTHERS

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)

(87) CR-5924-2024 (O&M)

KULDEEP SINGH AND OTHERS

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)

(88) CR-5925-2024 (O&M)

HARPAL SINGH

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)

(89) CR-7318-2024 (O&M)

SATYA DEVI

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)

(90) CR-3203-2024 (O&M)

DAVINDER SINGH AND OTHERS

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)



(91) CR-3214-2024 (O&M)

DAVINDER SINGH AND ANOTHER

...Petitioner(s)

VERSUS

GOVERNMENT OF INDIA AND OTHERS

...Respondent(s)

(92) CR-228-2025 (O&M)

BRIJ BALA

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)

(93) CR-237-2025 (O&M)

SHAM SUNDER SHARMA

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)

(94) CR-7399-2024 (O&M)

KAMLESH SINGLA

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)

(95) CR-766-2025 (O&M)

RAJIV KANSAL

...Petitioner(s)

VERSUS

UNION OF INDIA AND OTHERS

...Respondent(s)



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Reserved on: 16.02.2026

Pronounced on: 20.04.2026

Uploaded on: 20.04.2026

Whether only the operative part of the judgment is pronounced or whether the full judgment is pronounced: Full

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present:- Mr. Yash Raj Deora, Senior Advocate
(Through Video Conferencing) with
Mr. Chander Kant Rana, Advocate,
Mr. Vikram Rathore, Advocate,
Mr. Sumit Rana, Advocate,
CR Nos.-7288, 2582, 1880, 2700, 2749, 4060, 4056, 4668, 4985,
4053, 3724, 3496 of 2024.

Mr. Ankit Joshi, Advocate,
for the petitioner(s) in CR Nos.-5922, 4639, 2412, 2415, 2423,
2596, 2701, 6242, 6006, 5961, 5976, 6204, 6270, 6144,
5548, 5663, 5906, 5916, 5917, 5919, 5928, 5924, 5925, 7318,
3203, 3214, 7399-2024 and CR Nos.-228, 237, 766-2025.

Mr. Abhinav Singla, Advocate,
for the petitioner in CR Nos.-1306, 1499, 1502, 1515 and
1536 of 2024.

Mr. Krishan Kanha, Advocate and
Mr. Kshitiz Goel, Advocate
for the petitioner in CR-629-2024.

Mr. Nitish Garg, Advocate for the
petitioner in CR-7230-2024.

Mr. Anil Kumar Garg, Advocate
for the petitioner in CR Nos.-1302 and 1341 of 2024.

Ms. Roja Agnihotri, Advocate,
for the petitioner in CR-5868-2023 and CR-2811-2024.

Mr. Vikas Garg, Advocate
for the petitioner in CR-2316-2024.

Mr. Arun Bansal, Advocate,
for the petitioner in CR Nos.-4074, 3922, 3491,
3493, 3814, 3821 and 3374 of 2024.



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Mr. Puneet Bali, Senior Advocate with
Mr. Aakash Sharma, Advocate,
for the petitioner in CR Nos.-493, 497, 498, 499 and 500 of 2024.
Mr. Raj Kumar Rathore, Advocate and
Mr. Rohit Bhardwaj, Advocate
for the petitioners in CR Nos.-4114, 4492, 4979,
4009, 4662 and 4717 of 2024.

Mr. Ranjit Saini, Advocate
for the petitioner in CR Nos.1788, 6878-2024.

Mr. Aditya Anand, Advocate,
for the petitioner in CR Nos.-3884, 4156, 6152 of 2023 and
CR Nos.-501, 268, 288, 290, 504, 691, 1105, 1116 and
4470 of 2024.

Mr. Ankush Singla, Advocate,
for the petitioner in CR Nos.-1164, 1173, 1122, 1177,
1151, 1901, 2576, 1724 and 1727 of 2024.

Mr. K. S. Kang, Advocate and
Ms. Yukti Garg, Advocate
for the respondent-NHAI in CR-1151-2024, CR-1499-2024, CR-
6242-2024, CR-500-2024, CR-1302-2024, CR-1536-2024, CR-
497-2024, CR-5917-2024, CR-5919-2024, CR-5924-2024, CR-
6270-2024, CR-3203-2024, CR-5663-2024, CR-5922-2024, CR-
7399-2024, CR-6204-2024, CR-5916-2024, CR-5925-2024, CR-
228-2025, CR-237-2025, CR-3884-2023 and CR-6878-2024.

Mr. Raghav Goel, AAG, Punjab.

Mr. S. K. Sharma, Advocate
for the respondent-UOI in CR Nos.-493, 496, 497, 498, 499,
500, 268, 290, 629 of 2024.

Mr. D. K. Singal, Advocate
for respondent-NHAI in CR Nos.-1724, 1727, 2811, 4056 of 2024.

Mr. Nihit Lomis, Advocate,
for respondents No. 1, 3 to 5 in CR-1788-2024 and
for respondents No.1 and 8 in CR-4470-2024.

Mr. Vikas Chatrath, Senior Advocate with
Mr. Preet Agroa, Advocate
for respondent No.3 in CR-4156-2023 and
for respondent No.2 in CR-1499-2024.



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Mr. Madhav Mehrotra, Advocate and
Mr. Bhanu Kathpalia, Advocate
for respondents-NHAI in CR Nos.1502, 1515, 498, 499, 1173,
2749, 5548, 5906, 6144 and 6006 of 2024.
(Through Video Conferencing)

Mr. Vinish Singla, Advocate
for respondent-UOI in CR Nos.-691, 4492-2024.

Mr. Brijeshwar Singh Kanwar, Senior Panel Counsel,
for respondent/UOI in CR-4074-2024 and CR-7399-2024.

Mr. Aditya Duggal, Advocate
for respondent-NHAI in CR-4074-2024.

Mr. Suvir Kumar, Advocate
for the respondent-NHAI in
CR Nos.-2582, 3491, 3493, 3374, 5928, 5961, 7659, 2700 and
7318 of 2024.

Mr. Lalit Attri, Advocate,
for the respondent-UOI in CR Nos.-1302, 5906, 5961,
6006, 5976, 5916, 5917, 5922 and 5925 of 2024.

Mr. Rajinder Kumar Singla, Advocate and
Mr. Tarun Singla, Advocate,
for respondents No.4, 5, 7, 9 and 10 in CR-3884-2023.

Mr. Dharam Chand Mittal, Senior Panel Counsel
for respondent-UOI in CR-3884-2023, CR-4053-2024,
CR-4979-2024 and CR-4985-2024.

Mr. Vibhor Bansal, Senior Panel Counsel and
Mr. Ishank Bansal, Advocate
for the respondent-UOI in CR-3884-2023,
CR-4624-2024, CR-2701-2024,
CR-4060-2024, CR-3496-2024,
CR-4056-2024, CR-1724-2024,
CR-4717-2024, CR-2811-2024,
CR-5548-2024, CR-4668-2024,
CR-6152-2023, CR-499-2024,
CR-1151-2024, CR-1341-2024,
CR-1499-2024, CR-1502-2024,
CR-1515-2024, CR-1536-2024,
CR-1222-2024, CR-1727-2024,
CR-7230-2024, CR-766-2025,
CR-237-2025, CR-228-2025 and CR-1255-2025.



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Mr. B. S. Sudan, Advocate,
for respondent-NHAI in CR Nos.-290, 268, 1164, 501, 504, 4979-
2024 and CR Nos.6152, 5868- 2023.

Ms. Geeta Singhwal, Senior Central Government Counsel,
for respondent No.1-UOI in CR Nos.-1164, 1173,
1306 and 2316 of 2024.

Mr. Anurag Bindal, Advocate,
for respondent No.3 in CR-4492-2024 and
for respondent No.2 in CR-4060-2024.
(Through Video Conferencing).

Mr. Ashish Verma, Advocate,
for the respondent-NHAI in CR Nos.-288, 691, 1222, 1277 and
7288 of 2024.

Mr. Ashish Chaudhary, Senior Panel Counsel,
for the respondent-UOI in CR Nos.-4470, 3922,
3814, 3203, 3214, 2749, 2700, 2423, 2415, 1277,
2412 and 4009 of 2024.

JASGURPREET SINGH PURI, J.

1. This is a bunch of 95 Civil Revision Petitions which have been filed under Article 227 of the Constitution of India seeking indulgence of this Court on the issue of jurisdiction of the Court to hear the objections under Section 34 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as 'the Act').
2. The present bunch of cases is bifurcated into two categories i.e. restored objections under Section 34 of the Act and fresh objections under Section 34 of the Act, as per the prescribed Schedule-'A', which is attached at the foot of the judgment.
3. All these cases are taken up together for final disposal with the consent of the learned counsels for the parties since the issue of law involved is the same.



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4. For the sake of convenience, the facts are being taken from *Civil Revision No.3884 of 2023*, titled *Yashpreet Singh versus Union of India and others*.

BRIEF FACTS OF THE CASE

5. The issue of law involved in the present bunch of cases is as under:-

“In the matters concerning statutory arbitration under the provisions of Sections 3G(5) and 3G(6) of the National Highways Act, 1956, what will be the seat of arbitration for the purpose of entertaining the objections under Section 34 of the Arbitration and Conciliation Act, 1996.”

6. The brief facts of the present set of cases are that the land of the landlosers was acquired by the National Highways Authority of India (NHAI) and thereafter, an award was passed by the Competent Authority for Land Acquisition (CALA). After the passing of the CALA award, a reference was made to the Arbitrator under Section 3G(5) of the National Highways Act, 1956 for the purpose of passing an award. In all the cases, an award has been passed by the learned Arbitrator, who is the Commissioner, Faridkot Division, Faridkot. However, the property which is the subject matter of acquisition is situated at Bathinda. The State of Punjab has five Divisions i.e. Patiala, Faridkot, Rupnagar, Jalandhar and Ferozepur and each Division comprises of different Districts. The subject matter of the present petitions pertains only to Faridkot Division, which comprises of three Districts i.e. Bathinda, Faridkot and Mansa.



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7. The Central Government appointed the Commissioner, Faridkot Division, Faridkot as Arbitrator under Section 3G(5) of the National Highways Act, 1956, as per order No.RW/NH-37014/05/2012-NHDP-IVA dated 17.08.2015 for revenue districts of Bathinda and Faridkot. Vide Annexure P-4, the award was passed by the Arbitrator-cum-Commissioner, Faridkot Division, Faridkot on 18.01.2019 and signed by him at Faridkot on the same date and thereafter, in the present cases, objections were filed under Section 34 of the Arbitration and Conciliation Act, 1996 at District Bathinda. In 83 cases out of the present bunch of cases, the objections were returned by the learned Additional District Judge, Bathinda on different dates on the ground that the award was passed at Faridkot and while referring to the judgments of Hon'ble Supreme Court, the learned Additional District Judge, Bathinda was of the view that the Court at Bathinda lacks territorial jurisdiction to entertain and decide the application/petition under Section 34 of the Act because the seat of the Arbitrator remained at Faridkot, which is a different place. In this way, the objections which were filed by the National Highways Authority of India (NHAI) were returned because of lack of territorial jurisdiction.

8. Subsequently, another order was passed by the learned Additional District Judge, Bathinda vide Annexure P-2 on 29.04.2023, whereby the objections were restored against its original number on the ground that a Coordinate Bench of this Court had earlier passed a judgment in a bunch of petitions with lead case bearing *Civil Revision No.259 of 2022*, titled *National Highways Authority of India and another versus Yashpreet Singh and another*, decided on 30.09.2022, which was assailed before Hon'ble Supreme Court in



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SLP Nos.20804-20809 of 2022 and the SLPs were dismissed with the observation of the Hon'ble Supreme Court that it was not inclined to interfere with the impugned judgment except to the extent that since the objections under Section 34 of the Act have been filed at Bathinda and the respondents have raised an objection about the territorial jurisdiction, the aspect of territorial jurisdiction will not be influenced by any observations made in the impugned judgment. The aforesaid order (Annexure P-2), by which the learned Additional District Judge, Bathinda restored the objection petition to its original number, is under challenge in one set of the present Civil Revision Petitions. In the other set of Civil Revision Petitions, the learned Additional District Judge, Bathinda has entertained the objections. Therefore, the issue involved in the present cases pertains to as to which Court will have territorial jurisdiction to entertain the objections under Section 34 of the Act i.e. whether it is the Court at Faridkot or Bathinda, which are two separate Districts, although Bathinda falls within the Faridkot Division as aforesaid.

SUBMISSIONS MADE BY THE LEARNED COUNSELS FOR THE PETITIONERS

9. The petitioners, who are the landlosers, are aggrieved by the order passed by the learned Additional District Judge, Bathinda, whereby the learned Court has entertained the objections under Section 34 of the Act.

10. Mr. Yash Raj Deora, learned Senior Counsel appearing through video conferencing and other learned counsels appearing for the petitioners have submitted that the territorial jurisdiction of a Court for entertaining the objections under Section 34 of the Act is to be determined on the basis of the



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seat of arbitration. Wherever there is a seat of arbitration, the objections under Section 34 of the Act would lie at the same place and that Court will have the territorial jurisdiction. They further submitted that in the present cases, the arbitration is in the nature of a statutory arbitration because the Arbitrator has been appointed not by mutual agreement between the parties but by operation of the provisions of a statute. In this regard, they referred to the provisions of Section 3G(5) of the National Highways Act, 1956, which provides that if the amount determined by the competent authority under sub-section (1) or sub-section (2) is not acceptable to either of the parties, the amount shall on an application by either of the parties be determined by the Arbitrator to be appointed by the Central Government and further referred to Section 3G(6) of the National Highways Act, 1956, which provides that subject to the provisions of this Act, the provisions of the Arbitration and Conciliation Act, 1996 shall apply to every arbitration under this Act. They further submitted that in this way, the nature of appointment of an Arbitrator is statutory because after the passing of the CALA award, either of the parties can invoke the provisions of sub-section (5) & (6) of Section 3(G) of the National Highways Act, 1956 and seek referral of the matter to the Arbitrator, who is to be appointed by the Central Government. Once an Arbitrator is appointed, then the provisions of the Arbitration and Conciliation Act, 1996 will come into play. They further submitted that under the aforesaid provision of Section 3G(5) of the National Highways Act, 1956, the Arbitrator is to be appointed by the Central Government and in pursuance thereto, the Central Government in the Ministry of Road Transport and Highways issued an order dated 17.08.2015, wherein the



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designation of the officer having its jurisdiction over the revenue Districts in the State of Punjab has been so defined and in this way, the concerned Divisional Commissioner of the respective Division is appointed as an Arbitrator. In pursuance of the aforesaid powers conferred upon the respective Divisional Commissioners, the awards which were passed by the CALA in the present cases, were referred to the Commissioner, Faridkot Division, Faridkot, who heard the parties and passed the award at Faridkot, which was signed at Faridkot, making Faridkot the place where the award was passed. They also submitted that all the hearings were conducted at Faridkot and thereafter, the award was passed at Faridkot and in this way, both the venue and the seat of the present arbitration proceedings were only at Faridkot.

11. They submitted that ordinarily, the seat of arbitration can be mutually decided by the parties in the form of an agreement and for that purpose, the provisions of Section 20 of the Act would apply, which provides for the place of arbitration, wherein parties are always free to agree on the place of arbitration but in the absence of such agreement, the place of arbitration is to be determined by the Arbitral Tribunal having regard to the circumstances of the case, including the convenience of the parties. However, in the present cases, sub-section (1) of Section 20 of the Act will not apply as the place of arbitration is not governed by any agreement between the parties, nor the parties have agreed upon the same because the appointment of the Arbitrator was statutory in nature and since it was a statutory arbitration, there was no occasion for the parties to have agreed upon a convenient place for either the seat or venue, nor has the same been defined anywhere.



12. In this regard, they referred to the judgment of Hon'ble Supreme Court in **BGS SGS Soma JV versus NHPC Ltd., (2020) 4 SCC 234** to contend that although Hon'ble Supreme Court in the aforesaid judgment was not dealing with statutory arbitration but the principle of law with regard to seat and venue has been enunciated and settled and since the award has been passed by the learned Arbitrator-cum-Commissioner, Faridkot Division, Faridkot undisputedly, the objections under Section 34 would lie at Faridkot only and not at Bathinda because the same being a different District notwithstanding that the property in all the cases is situated at Bathinda.

13. They submitted that in those set of cases where an order has been passed by the learned Additional District Judge, Bathinda, restoring the objections after they had earlier been returned, the same was without jurisdiction and there was no power vested in the learned Additional District Judge, Bathinda to have recalled and restored the objections once the same have been returned and on this ground as well, the impugned orders by which the objections were restored at Bathinda are liable to be set aside. They further submitted that consequently, the provisions of Section 31(4) of the Arbitration Act would also come into play and by virtue of the aforesaid provision, the objections are required to be filed at the place where the award was made.

SUBMISSIONS MADE BY THE LEARNED COUNSELS FOR THE RESPONDENTS

14. All the learned counsels for the respondents have jointly argued the matter.



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15. It was the first argument of the learned counsels for the respondents that the learned Additional District Judge, Bathinda restored the objections in view of the order dated 29.11.2022 (Annexure P-6) passed by Hon'ble Supreme Court in SLP Nos.20804-20809 of 2022. In this regard, they submitted that when the landlosers filed executions before the learned Courts at Bathinda, the respondent-National Highways Authority of India (NHAI) challenged the maintainability of the execution proceedings at Faridkot on the ground that the Executing Court at Faridkot lacks territorial jurisdiction. The issue with regard to which Court has got the territorial jurisdiction to entertain the execution proceedings was decided by a Coordinate Bench of this Court in a bunch petitions with the lead case bearing Civil Revision No.259 of 2022 on 30.09.2022 vide Annexure P-5, whereby it was held that the executions can be entertained by the Court at Faridkot, which has jurisdiction to entertain the same and in addition to the above, it was held that even objections under Section 34 of the Act are to be filed at Faridkot and for that as well, Faridkot Court would have jurisdiction to entertain the same and in this way, it was so held that both execution and objections under Section 34 of the Act would lie before the Court at Faridkot. This aforesaid judgment passed by a Coordinate Bench of this Court was assailed by the National Highways Authority of India (NHAI) before Hon'ble Supreme Court in SLP Nos.20804-20809 of 2022 and the said SLPs were dismissed with certain observations. It was so observed by Hon'ble Supreme Court that no interference was called for in the impugned judgment except to the extent that since the objections under Section 34 of the Act have been filed in Bathinda and the respondents have raised an objection



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about the territorial jurisdiction, the aspect of territorial jurisdiction will not be influenced by any observations made in the impugned judgment. They further submitted that in this way, the issue of law as to at which place the objections were to be filed under Section 34 of the Act was settled by Hon'ble Supreme Court and therefore, the learned Additional District Judge, Bathinda rightly restored the objections under Section 34 of the Act on the basis of the aforesaid order passed by Hon'ble Supreme Court vide Annexure P-6.

16. Another argument was raised by the learned counsels for the respondents that the order, which was issued by the Central Government on 17.08.2015 only provides that the officer mentioned in Column-2, which is a Divisional Commissioner, will be the Arbitrator, who shall exercise the powers conferred and perform the duties imposed on an Arbitrator by or under the said Act within the local limits of his respective jurisdiction as specified in Column (3) and (4) of the said table. They further submitted that in Column (4), only the State of Punjab is mentioned, whereas in Column (3) different revenue Districts are mentioned and therefore, the respective Districts will also have territorial jurisdiction in this regard and therefore, by virtue of the aforesaid Notification, even the District Court at Bathinda will have jurisdiction, being a revenue District.

17. Another argument was raised by the learned counsels for the respondents that the seat is to be determined under the provisions of Sections 20(1) and 20(2) of the Arbitration Act and venue is to be determined by virtue of Section 20(3) of the Act and by way of the aforesaid order issued by Government of India, the venue may be Faridkot but the seat



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will be at District Bathinda and in addition to above, the land is also situated at Bathinda and therefore, cause of action arises at Bathinda and consequently, Bathinda would be the place of filing the objections under Section 34 of the Act. They further submitted that the aforesaid judgment of Hon'ble Supreme Court in **BGS SGS Soma JV's case (Supra)** will not apply to the present cases in view of the fact that the present cases deal with statutory arbitration.

18. It was further submitted by them that even if the venue of the present arbitration was at Faridkot, the same cannot become the seat because the seat has neither been determined by any agreement between the parties nor by way of the order of the Central Government. A further argument was also raised by learned counsels for the respondents that in case the objections under Section 34 of the Act are to be heard at Faridkot, it will give rise to significant practical difficulties due to high volume of litigation in that area and the cases transferred from Bathinda would accumulate at Faridkot causing hardship and therefore, on that ground as well, the Courts at Bathinda should have the territorial jurisdiction and not the Courts at Faridkot. They also referred to the judgment passed by Madhya Pradesh High Court in **The National Highways Authority of India (Ministry of Road Transport and Highways) Government of India versus Dinesh Singh, Arbitration Appeals No.99, 100, 101, 103, 105, 106 and 107 of 2021**, decided on **07.05.2025** to contend that even in a statutory arbitration, where there is no express designation of the venue, it cannot be treated as a jurisdictional seat and therefore, in that case, the objections



were held to be maintainable at Shivpuri and not at Gwalior, which was a Division.

ANALYSIS OF SUBMISSIONS

19. I have heard the learned counsels for the parties.

20. The only issue in the present case, which is crystallized, is the determination of the seat for the purpose of entertaining objections under Section 34 of the Arbitration and Conciliation Act, 1996 in a statutory arbitration governed under the provisions of Section 3G(5) and 3G(6) of the National Highways Act, 1956, read with the order issued by the Central Government.

21. The provisions of Section 3G(5) and 3G(6) of the National Highways Act, 1956, are reproduced as under:-

3G. Determination of amount payable as compensation.

xxx-xxx-xxx-xxx

(5) If the amount determined by the competent authority under sub-section (1) or sub-section (2) is not acceptable to either of the parties, the amount shall, on an application by either of the parties, be determined by the arbitrator to be appointed by the Central Government--

(6) Subject to the provisions of this Act, the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) shall apply to every arbitration under this Act.

xxx-xxx-xxx-xxx

22. In pursuance of Section 3G(5) of the National Highways Act, 1956, the Central Government vide order No.RW/NH-37014/05/2012-NHDP-IVA dated 17.08.2015, appointed the Officers mentioned in Column (2) of the table to be Arbitrators for the purposes of the said sub-section, who shall exercise the



powers conferred and perform the duties imposed on Arbitrators by or under the said Act within the local limits of their respective jurisdiction as specified in column (3) and (4) of the said table for land acquisition for the projects for four-laning of Amritsar-Bathinda section of NH-15 in the State of Punjab.

23. The aforesaid order dated 17.08.2015, issued by the Government of India in the Ministry of Road Transport and Highways, is reproduced as under:-

**GOVERNMENT OF INDIA
MINISTRY OF ROAD TRANSPORT & HIGHWAYS
(NHDP-IVA-Cell)**

**Transport Bhawan
1, Parliament Street,
New Delhi – 110001**

No.RW/NH-37014/05/2012-NHDP-IVA

Dated: 17th August, 2015

ORDER

In pursuance of Sub-Section (5) of Section 3G of the National Highways Act, 1956 (48 of 1956), the Central Government hereby appoints the Officers mentioned in column (2) of the Table below, to be Arbitrator for the purposes of the said Sub-Section who shall exercise the powers conferred and perform the duties imposed on Arbitrators by or under the said Act within the local limits of their respective jurisdiction as specified in column (3) and (4) of the said table for land acquisition for the projects for four-laning of Amritsar-Bathinda section of NH-15 in the state of Punjab. Sub-Section (6) and (7) of Section-3G of the Act shall be taken into consideration while, passing awards by the Arbitrator.

S. No.	Designation of the Officer	Revenue District	State
(1)	(2)	(3)	(4)
1	Commissioner, Jalandhar Division	Amritsar, Tarn Taran	Punjab
2	Commissioner, Ferozepur Division	Ferozepur	Punjab
3	Commissioner, Faridkot Division	Faridkot, Bathinda	Punjab

**Sd/-
(Maya Prakash)
Director, Government of India**



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24. A perusal of the aforesaid would show that the Officer who has been appointed as an Arbitrator is of the rank of Commissioner and for the three Divisions of the State of Punjab i.e. Jalandhar, Ferozepur and Faridkot Division, the Commissioner has been designated as the Arbitrator. Each Division comprises of the Revenue Districts mentioned in Column (3). So far as the subject matter of the present cases is concerned, the Commissioner of Faridkot Division has been designated as the concerned Officer/Arbitrator for two Revenue Districts i.e. Faridkot and Bathinda. In this way, by virtue of the aforesaid order issued by the Government of India in the Ministry of Road Transport and Highways under the provisions Section 3G(5) of the National Highways Act, 1956, the Commissioner of Faridkot Division has been appointed as the Arbitrator for the present cases, which pertain to four-laning of Amritsar-Bathinda section of NH-15 in the State of Punjab. The land which was acquired was admittedly within the revenue district of Bathinda but within the Division of Faridkot.

25. During the course of arguments, all the learned counsels for the parties have submitted that there is no dispute on the factual aspect that the awards in all the cases have been passed by the Commissioner, Faridkot Division, Faridkot and he conducted the proceedings at Faridkot, where all the hearings were held and the awards were passed, which also finds mention in the award (Annexure P-4). In this way, the factual position with regard to hearing and conducting of the arbitral proceedings as well as passing of the awards at Faridkot, is not in dispute.



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26. As noted in the earlier paragraphs, the issue involved in the present cases is as to which Court i.e. Bathinda or Faridkot will have territorial jurisdiction to hear the objections under Section 34 of the Act. The land which was acquired is situated in Bathinda but the Arbitrator, who was a statutory Arbitrator appointed under Section 3G(5) of the National Highways Act, 1956 as aforesaid, conducted the arbitral proceedings at Faridkot and passed the award at Faridkot. Faridkot is a Division comprising of two revenue districts, as per the aforesaid order issued by the Government of India, i.e. Faridkot and Bathinda. In 83 cases out of the present bunch, the objections under Section 34 of the Arbitration Act were filed by respondent-NHAI at Bathinda but vide different orders of different dates, the learned Additional District Judge, Bathinda returned the objections on the ground of lack of territorial jurisdiction by observing that the seat of the Arbitrator is at Faridkot. This order was passed in view of the judgment of Hon'ble Supreme Court in **BGS SGS Soma JV's case (Supra)** as well as the judgment of a Coordinate Bench of this Court in *Civil Revision No.259 of 2022* dated 30.09.2022 (Annexure P-5), wherein it was held that the award is to be executed at Faridkot and it was also observed that the seat of the Arbitrator was fixed at Faridkot and therefore, execution proceedings are maintainable only at Faridkot. In the aforesaid judgment of the Coordinate Bench, it was also held that only the Court at Faridkot has jurisdiction to entertain and decide the objections under Section 34 of the Act. In this way, the Coordinate Bench of this Court so held that both the objections under Section 34 of the Act and the execution proceedings are to be held at Faridkot since the seat of arbitration was at Faridkot. Paragraphs No.37, 41 and



44 of the aforesaid judgment passed by a Coordinate Bench of this Court on 30.09.2022 (Annexure P-5) is reproduced as under:-

“37. Section 2(e)(i) of the Arbitration and Conciliation Act would reveal that Faridkot Court has only jurisdiction to entertain and decide the objection petition under Section 34 of the Arbitration and Conciliation Act and also the execution and therefore, the objection petition filed at Bathinda Court is not maintainable. Petitioners have raised points, which were never pleaded in the applications before the executing Court and the same cannot be allowed to be taken in revisional jurisdiction under Article 227 of the Constitution of India and the objection petition deserved to be dismissed.

41. In the present case, the seat of the Arbitration was designated at Faridkot and therefore, the jurisdiction exclusively vests in the Court at Faridkot. Under the law of arbitration, unlike the Code of Civil Procedure which applies to suits filed in Courts, a reference to "seat" is a concept by which a neutral venue can be chosen by the parties to an arbitration clause. The neutral venue may not in the classical sense have jurisdiction i.e. no part of the cause of action may have arisen at the neutral venue and neither would any of the provisions of Sections 16 to 21 of the Code of Civil Procedure be attracted. In arbitration law however, as has been held above, the moment "seat" is determined, the fact that the seat is at Faridkot would vest Faridkot Court with exclusive jurisdiction for the purposes of regulating arbitral proceedings arising out of the agreement between the parties.

44. Taking into consideration the totality of facts and circumstances of the case, I am of the considered view that



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the seat of the Arbitrator was fixed at Faridkot and the execution proceedings are maintainable in the Court at Faridkot. Section 42 of the Arbitration and Conciliation Act, 1996 has no application. The award has to be executed in the Principal Civil Court at Faridkot.”

27. The aforesaid judgment of a Coordinate Bench of this Court was assailed by the respondent-NHAI before Hon’ble Supreme Court and vide Annexure P-6 dated 29.11.2022, Hon’ble Supreme Court dismissed the Special Leave Petitions and observed that it was not inclined to interfere with the impugned judgment except to the extent that since the objections under Section 34 of the Arbitration Act have been filed in Bathinda and the respondents have raised an objection about the territorial jurisdiction, the aspect of territorial jurisdiction will not be influenced by any observations made in the impugned judgment. The aforesaid order passed by Hon’ble Supreme Court dated 29.11.2022 (Annexure P-6) is reproduced as under:-

“On hearing learned for parties, we are not inclined to interfere with the impugned judgment except to the extent that since the objections under Section 34 of the Arbitration and Conciliation Act, 1996 have been filed in Bathinda and the respondents have raised an objection about the territorial jurisdiction, the aspect of territorial jurisdiction will not be influenced by any observations made in the impugned judgment.

The Special Leave Petitions are dismissed with the aforesaid observations.

Pending application stands disposed of.”



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28. It was thereafter that the impugned order in the present set of petitions i.e. Annexure P-2 was passed on 29.04.2023, whereby while referring to the aforesaid order passed by Hon'ble Supreme Court, the objection petition under Section 34 of the Act which was earlier returned was now directed to be restored against its original number and at the earlier/actual stage. On the basis of the aforesaid order passed by Hon'ble Supreme Court, the learned Additional District Judge, Bathinda, restored the objections under Section 34 of the Act and in the aforesaid set of 83 cases, the said restoration order has been challenged by the landlosers.

29. Before delving into ascertaining the correct position of law pertaining to the jurisdictional seat, as to whether the Bathinda Court or the Faridkot Court would be the jurisdictional seat and consequently, which Court would have territorial jurisdiction to hear the objections under Section 34 of the Act, it will be just and proper to analyze the aforesaid judgment passed by a Coordinate Bench of this Court vide Annexure P-5 as well as the order passed by Hon'ble Supreme Court vide Annexure P-6, in which the aforesaid judgment was assailed by respondent-NHAI. A perusal of Annexure P-5, which is a judgment passed by a Coordinate Bench of this Court, would show that the cases therein pertained to the issue of execution. The landlosers had filed execution at Faridkot. Thereafter, the Union of India filed an application under Section 42 of the Arbitration Act for the transfer of execution to Bathinda, which was dismissed on 26.10.2021. This order dismissing the transfer application was subsequently challenged by the Union of India. The Union of India wanted executions to be filed at Bathinda and also the transfer of



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execution applications from Faridkot to Bathinda relying on Section 42 because the objections under Section 34 of the Act were filed prior to the executions.

30. In paragraph No.31 of the aforesaid judgment passed by a Coordinate Bench of this Court, reference was made to the judgment of Hon'ble Supreme Court in **BGS SGS Soma JV's case (Supra)** by observing that if the venue of arbitration is designated without specifying the seat of arbitration, the stated venue would be the juridical seat of the arbitration and the objection petition under Section 34 of the Act would lie at that place only. In paragraph No.32 of the aforesaid judgment, it was observed that the seat of the Arbitrator has been fixed at Faridkot and therefore, by no stretch of imagination, Bathinda Court has any jurisdiction. In paragraph No.37, it was observed that Section 2(1)(e) of the Arbitration and Conciliation Act would reveal that Faridkot Court only has jurisdiction to entertain and decide the objection petition under Section 34 of the Act and also the execution and therefore, the objection petition filed at Bathinda Court is not maintainable. In paragraph No.41, it was observed that the seat of the Arbitration was designated at Faridkot and therefore, the jurisdiction exclusively vests in the Court at Faridkot. Thereafter, in paragraph No.43, it was observed that the Court at Faridkot has the exclusive jurisdiction to the exclusion of other Courts in the country as juridical seat of the arbitration was fixed at Faridkot. It was further observed in paragraph No.44 that the seat of the Arbitrator was fixed at Faridkot and the execution proceedings are maintainable in the Court at Faridkot and the award has to be executed in the Principal Civil Court at Faridkot.



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31. When the respondent-NHAI assailed the aforesaid judgment passed by a Coordinate Bench of this Court, then the Special Leave Petitions were dismissed vide Annexure P-6 on 29.11.2022 but at the same time, Hon'ble Supreme Court observed that since the objections under Section 34 of the Arbitration and Conciliation Act, 1996 have been filed in Bathinda and the landlosers have raised an objection about the territorial jurisdiction, the aspect of territorial jurisdiction will not be influenced by any observations made in the impugned judgment. In this way, Hon'ble Supreme Court upheld the judgment of a Coordinate Bench of this Court with regard to the territorial jurisdiction of both filing of objections under Section 34 of the Act as well as the place of filing of execution. However, so far as those cases which were assailed before Hon'ble Supreme Court are concerned, it was so observed that since the objections under Section 34 of the Arbitration Act have already been filed in Bathinda, the observations in the judgment passed by a Coordinate Bench of this Court would not have any influence upon exercising of jurisdiction by the Court at Bathinda while hearing objections under Section 34 of the Act. In other words, Hon'ble Supreme Court left the aforesaid issue of law open as to whether the objections under Section 34 of the Act can be filed at Bathinda or not. There is no observation by Hon'ble Supreme Court as to which Court will have territorial jurisdiction. The only limited observation made was that the observations of the Coordinate Bench of this Court will not influence the territorial jurisdiction of the Bathinda Court. Therefore, the issue involved in the present cases as to whether the Bathinda Court or the Faridkot Court will



have territorial jurisdiction has not been decided by Hon'ble Supreme Court and this issue is still open, which needs adjudication in the present cases.

32. In order to analyze the correct position of law based upon the law laid down by Hon'ble Supreme Court, it will be necessary to refer to the judgments of Hon'ble Supreme Court. In **BGS SGS Soma JV's case (Supra)**, a three-Judge Bench of Hon'ble Supreme Court was dealing with the issue as to whether the seat of the arbitral proceedings would be New Delhi or Faridabad, consequent upon which a petition under Section 34 of the Arbitration Act may be filed dependent upon where the seat of arbitration is located. The relevant Clause of that case provided that the arbitral proceedings shall be held at New Delhi/Faridabad, India. It was observed that when the parties, either by agreement or, in default of there being an agreement, where the Arbitral Tribunal determines a particular place as the seat of the arbitration under Section 31(4) of the Arbitration Act, 1996, it becomes clear that the parties having chosen the seat, or the Arbitral Tribunal having determined the seat, have also chosen the Courts at the seat for the purpose of interim orders and challenges to the award. Reference in the aforesaid judgment was also made to an earlier judgment of Hon'ble Supreme Court in **Indus Mobile Distribution Private Limited versus Datawind Innovations Private Limited & Ors., (2017) 7 SCC 678**, wherein it was observed that the moment a seat is designated by agreement between the parties, it is akin to an exclusive jurisdiction clause, which would then vest the Courts at the "seat" with exclusive jurisdiction for purposes of regulating arbitral proceedings arising out of the agreement between the parties. While also referring to the earlier



judgment passed by Hon'ble Supreme Court in **BALCO versus Kaiser Aluminium Technical Services Inc., (2012) 9 SCC 552**, it was observed that BALCO does not “unmistakably” hold that two Courts have concurrent jurisdiction, i.e., the seat Court and the Court within whose jurisdiction the cause of action arises and the subsequent paragraphs of *BALCO* (supra) clearly and unmistakably state that choosing of a “seat” amounts to the choosing of the exclusive jurisdiction of the Courts at which the “seat” is located. It was further observed in **BGS SGS Soma JV's case (Supra)** that wherever there is an express designation of a “venue” and no designation of any alternative place as the “seat”, combined with a supranational body of rules governing the arbitration, and no other significant *contrary indicia*, the inexorable conclusion is that the stated venue is actually the juridical seat of the arbitral proceeding. It was further observed that whenever there is a designation of a place of arbitration in an arbitration clause as being the “venue” of the arbitration proceedings, the expression “arbitration proceedings” would make it clear that the “venue” is really the “seat” of the arbitral proceedings, as the aforesaid expression does not include just one or more individual or particular hearing, but the arbitration proceedings as a whole, including the making of an award at that place. Hon'ble Supreme Court while referring to the facts of that case thereafter observed that the proceedings of that case were finally held at New Delhi, and the awards were signed in New Delhi and not at Faridabad, which would lead to the conclusion that both the parties had chosen New Delhi as the “seat” of arbitration under Section 20(1) of the Arbitration Act, 1996 and this being the case, both the parties had therefore, chosen that the Courts at New



Delhi alone would have exclusive jurisdiction over the arbitral proceedings and the fact that a part of the cause of action may have arisen at Faridabad would not be relevant once the “seat” has been chosen, which would then amount to an exclusive jurisdiction clause so far as Courts of the “seat” are concerned.

33. The relevant paragraphs of the aforesaid judgment passed by Hon’ble Supreme Court in **BGS SGS Soma JV’s case (Supra)** are reproduced as under:-

“1. Leave granted. Three appeals before us raise questions as to maintainability of appeals under Section 37 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as “the Arbitration Act, 1996”), and, given the arbitration clause in these proceedings, whether the “seat” of the arbitration proceedings is New Delhi or Faridabad, consequent upon which a petition under Section 34 of the Arbitration Act, 1996 may be filed dependent on where the seat of arbitration is located.

2(vi). Arbitration proceedings shall be held at New Delhi/Faridabad, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

3. On 16.05.2011, a notice of Arbitration was issued by the petitioner to the respondent, in regard to payment of compensation for losses suffered due to abnormal delays and additional costs as a result of hindrances caused by the respondent. A three-member Arbitral Tribunal was constituted as per clause 67.3 of the agreement under the Arbitration Act, 1996. Pursuant thereto, the petitioner filed its statement of claim seeking recovery of an amount of INR 986.60 crores plus CHF 1060619. Between August 2011 and



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August 2016, seventy-one sittings of the Arbitral Tribunal took place at New Delhi. The Tribunal then delivered its unanimous award at New Delhi on 26.08.2016, by which the claims of the petitioner aggregating to INR 424,81,54,096.29 were allowed, together with simple interest at 14% per annum till the date of actual payment. On 04.10.2016, in view of certain computational and typographical errors in the arbitral award, the figure of 424,81,54,096.29 was rectified to INR 424,70,52,126.66. On 03.01.2017, being aggrieved by the arbitral award and the rectification thereto, the respondent filed an application under Section 34 of the Arbitration Act, 1996 seeking to set aside these awards before the Court of the District and Sessions Judge, Faridabad, Haryana. On 28.04.2017, the petitioner filed an application under Section 151 read with Order VII Rule 10 of the Code of Civil Procedure, 1908 (hereinafter referred to as the “CPC”) and Section 2(1)(e)(i) of the Arbitration Act, 1996, seeking a return of the petition filed under Section 34 for presentation before the appropriate Court at New Delhi and/or the District Judge at Dhemaji, Assam. In November, 2017, after the constitution of a Special Commercial Court at Gurugram, the Section 34 petition filed at Faridabad was transferred to the said Gurugram Commercial Court and numbered as Arbitration Case No.74 (CIS No. ARB/118/2017).

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21. We now examine the second part of the challenge made by the petitioners to the impugned judgment, which relates to the determination of the “seat” of the arbitral proceedings between the parties. The impugned judgment of the Punjab and Haryana High Court referred to BALCO (supra) and Indus Mobile Distribution Pvt. Ltd. (supra), and



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other judgments of this Court, in order to arrive at the conclusion that the arbitration clause in the present case does not refer to the “seat” of arbitration, but only refers to the “venue” of arbitration. Consequently, the impugned judgment holds that since a part of the cause of action had arisen in Faridabad, and the Faridabad Commercial Court was approached first, the Faridabad Court alone would have jurisdiction over the arbitral proceedings, and the courts at New Delhi would have no such jurisdiction. The correctness of these propositions has been vehemently assailed before us, and it is there-fore important to lay down the law on what constitutes the “juridical seat” of arbitral proceedings, and whether, once the seat is delineated by the arbitration agreement, courts at the place of the seat would alone thereafter have exclusive jurisdiction over the arbitral proceedings.

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*43. In any case, a judgment must be read as a whole, so that conflicting parts may be harmonised to reveal the true ratio of the judgment. However, if this is not possible, and it is found that the internal conflicts within the judgment cannot be resolved, then the first endeavour that must be made is to see whether a ratio decidendi can be culled out without the conflicting portion. If not, then, as held by Lord Denning in *Harper and Ors. v. National Coal Board*, (1974) 2 All ER 441, the binding nature of the precedent on the point on which there is a conflict in a judgment, comes under a cloud.*

44. If paras 75, 76, 96, 110, 116, 123 and 194 of BALCO are to be read together, what becomes clear is that Section 2(1)(e) has to be construed keeping in view Section 20 of the Arbitration Act, 1996, which gives recognition to



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party autonomy- the Arbitration Act, 1996 having accepted the territoriality principle in Section 2(2), following the UNCITRAL Model Law. The narrow construction of Section 2(1)(e) was expressly rejected by the five-Judge Bench in BALCO. This being so, what has then to be seen is what is the effect Section 20 would have on Section 2(1)(e) of the Arbitration Act, 1996.

45. It was not until this Court's judgment in Indus Mobile Distribution Private Limited that the provisions of Section 20 were properly analysed in the light of the 246th Report of the Law Commission of India titled, 'Amendments to the Arbitration and Conciliation Act, 1996' (August, 2014) (hereinafter referred to as the "Law Commission Report, 2014"), under which Section 20(1) and (2) would refer to the "seat" of the arbitration and Section 20(3) would refer only to the "venue" of the arbitration. Given the fact that when parties, either by agreement or, in default of there being an agreement, where the arbitral tribunal determines a particular place as the seat of the arbitration under Section 31(4) of the Arbitration Act, 1996, it becomes clear that the parties having chosen the seat, or the arbitral tribunal having determined the seat, have also chosen the Courts at the seat for the purpose of interim orders and challenges to the award.

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53. In Indus Mobile Distribution (P) Limited, after clearing the air on the meaning of Section 20 of the Arbitration Act, 1996, the Court in paragraph 19 (which has already been set out hereinabove) made it clear that the moment a seat is designated by agreement between the parties, it is akin to an exclusive jurisdiction clause, which would then vest the Courts at the "seat" with exclusive



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jurisdiction for purposes of regulating arbitral proceedings arising out of the agreement between the parties.

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57. The view of the Delhi High Court in Antrix Corporation Ltd., which followed judgments of the Bombay High Court, does not commend itself to us. First and foremost, it is incorrect to state that the example given by the Court in para 96 of BALCO reinforces the concurrent jurisdiction aspect of the said paragraph. As has been pointed out by us, the conclusion that the Delhi as well as the Mumbai or Kolkata Courts would have jurisdiction in the example given in the said paragraph is wholly incorrect, given the sentence, “This would be irrespective of the fact that the obligations to be performed under the contract were to be performed either at Mumbai or at Kolkata, and only arbitration is to take place in Delhi”. The sentence which follows this is out of sync with this sentence, and the other paragraphs of the judgment. Thus, BALCO does not “unmistakably” hold that two Courts have concurrent jurisdiction, i.e., the seat Court and the Court within whose jurisdiction the cause of action arises. What is missed by these High Court judgments is the subsequent paragraphs in BALCO, which clearly and unmistakably state that the choosing of a “seat” amounts to the choosing of the exclusive jurisdiction of the Courts at which the “seat” is located. What is also missed are the judgments of this Court in Enercon (India) Ltd. and Reliance Industries Ltd.

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61. It will thus be seen that wherever there is an express designation of a “venue”, and no designation of any alternative place as the “seat”, combined with a supranational body of rules governing the arbitration, and



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no other significant contrary indicia, the inexorable conclusion is that the stated venue is actually the juridical seat of the arbitral proceeding.

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82. *On a conspectus of the aforesaid judgments, it may be concluded that whenever there is the designation of a place of arbitration in an arbitration clause as being the “venue” of the arbitration proceedings, the expression “arbitration proceedings” would make it clear that the “venue” is really the “seat” of the arbitral proceedings, as the aforesaid expression does not include just one or more individual or particular hearing, but the arbitration proceedings as a whole, including the making of an award at that place. This language has to be contrasted with language such as “tribunals are to meet or have witnesses, experts or the parties” where only hearings are to take place in the “venue”, which may lead to the conclusion, other things being equal, that the venue so stated is not the “seat” of arbitral proceedings, but only a convenient place of meeting. Further, the fact that the arbitral proceedings “shall be held” at a particular venue would also indicate that the parties intended to anchor arbitral proceedings to a particular place, signifying thereby, that that place is the seat of the arbitral proceedings. This, coupled with there being no other significant contrary indicia that the stated venue is merely a “venue” and not the “seat” of the arbitral proceedings, would then conclusively show that such a clause designates a “seat” of the arbitral proceedings. In an International context, if a supranational body of rules is to govern the arbitration, this would further be an indicia that “the venue”, so stated, would be the seat of the arbitral proceedings. In a national context, this would be replaced by*



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the Arbitration Act, 1996 as applying to the “stated venue”, which then becomes the “seat” for the purposes of arbitration.

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98. However, the fact that in all the three appeals before us the proceedings were finally held at New Delhi, and the awards were signed in New Delhi, and not at Faridabad, would lead to the conclusion that both parties have chosen New Delhi as the “seat” of arbitration under Section 20(1) of the Arbitration Act, 1996. This being the case, both parties have, therefore, chosen that the Courts at New Delhi alone would have exclusive jurisdiction over the arbitral proceedings. Therefore, the fact that a part of the cause of action may have arisen at Faridabad would not be relevant once the “seat” has been chosen, which would then amount to an exclusive jurisdiction clause so far as Courts of the “seat” are concerned.”

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34. In **Mankastu Impex Private Limited versus Airvisual Limited, 2020 (5) SCC 399**, Hon’ble Supreme Court while referring to various earlier judgments including **BGS SGS Soma JV’s case (Supra)** observed that “seat of arbitration” and “venue of arbitration” cannot be used inter-changeably and it has also been established that mere expression “place of arbitration” cannot be the basis to determine the intention of the parties that they have intended that place as the “seat” of arbitration. The intention of the parties as to the “seat” should be determined from other clauses in the agreement and the conduct of the parties. In this way, Hon’ble Supreme Court laid emphasis on the “conduct of the parties” as well. The relevant paragraphs of the aforesaid



judgment in *Mankastu Impex Private Limited's case (Supra)* are reproduced as under:-

“20. It is well settled that “seat of arbitration” and “venue of arbitration” cannot be used inter changeably. It has also been established that mere expression “place of arbitration” cannot be the basis to determine the intention of the parties that they have intended that place as the “seat” of arbitration. The intention of the parties as to the “seat” should be determined from other clauses in the agreement and the conduct of the parties.

21. In the present case, the arbitration agreement entered into between the parties provides Hong Kong as the place of arbitration. The agreement between the parties choosing “Hong Kong” as the place of arbitration by itself will not lead to the conclusion that parties have chosen Hong Kong as the seat of arbitration. The words, “the place of arbitration” shall be “Hong Kong”, have to be read along with Clause 17.2. Clause 17.2 provides that “...any dispute, controversy, difference arising out of or relating to the MoU “shall be referred to and finally resolved by arbitration administered in Hong Kong.....”. On a plain reading of the arbitration agreement, it is clear that the reference to Hong Kong as “place of arbitration” is not a simple reference as the “venue” for the arbitral proceedings; but a reference to Hong Kong is for final resolution by arbitration administered in Hong Kong. The agreement between the parties that the dispute “shall be referred to and finally resolved by arbitration administered in Hong Kong” clearly suggests that the parties have agreed that the arbitration be seated at Hong Kong and that laws of Hong Kong shall govern the arbitration proceedings as well



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as have power of judicial review over the arbitration award.”

35. An important distinguishable feature in the present cases is that the arbitration conducted was in the nature of a statutory arbitration and it has been conducted in pursuance of the provisions of Sections 3G(5) and 3G(6) of the National Highways Act, 1956 and is therefore purely in the nature of statutory arbitration. There was no agreement between the parties to enable them to choose any venue or seat of arbitration. Therefore, as to how the seat is to be determined for the purpose of understanding the jurisdictional aspect, reference will have to be again made to the provisions of Sections 3G(5) and 3G(6) of the National Highways Act, 1956, as well as to the aforesaid order dated 17.08.2015, whereby the Commissioner, Faridkot Division was appointed as the Arbitrator for the present cases.

36. Section 3(G)(5) of the National Highways Act, 1956, provides that if the amount determined by the competent authority is not acceptable to either of the parties, then the amount shall, on an application by either of the parties, be determined by the Arbitrator to be appointed by the Central Government. This means for the purpose of appointment of an Arbitrator, the Statute has delegated the powers to the Central Government. Consequent upon the appointment of the Arbitrator by the Central Government, the provisions of the Arbitration and Conciliation Act, 1996 apply by virtue of Section 3(G)(6) of the National Highways Act, 1956. A perusal of the order dated 17.08.2015 passed by the Central Government, as reproduced above, would show that the Central Government appointed an Arbitrator and designation of the Officer so appointed



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as an Arbitrator is that of a Commissioner. The area of jurisdiction has been defined in Column No.3, which pertains to the revenue districts which includes Faridkot and Bathinda. Therefore, it is clear that the Officer appointed as the Arbitrator by way of the aforesaid order of the Central Government is mentioned in Column No.2, who is the Commissioner of the Division. There is no express mention of any venue or seat in the aforesaid order. In the absence of the same, the factual position pertaining to the conduct of the proceedings by the Arbitrator attains utmost importance. It is an admitted position by all the learned counsels for the parties that in pursuance of the aforesaid order issued by the Central Government appointing the Commissioner of Faridkot Division as the Arbitrator, all the proceedings were held at Faridkot and thereafter, the award was also passed at Faridkot. There had been participation of all the parties in the proceedings at Faridkot and therefore, although it was a statutory arbitration and there was no express agreement between the parties pertaining to the determination of a venue or seat but in the facts and circumstances, the parties have by their conduct accepted the proceedings at Faridkot. Since in the present cases, it was a case of statutory arbitration in which neither the Statute nor the order passed in pursuance of the Statute defines any seat or venue, the factual position pertaining to the place of conducting the arbitral proceedings as well as the conduct of the parties becomes the determining factor. It is not a case where during the arbitration proceedings any of the parties have raised any objection with regard to territorial jurisdiction but on the contrary, it is a case of post-award with all the parties having participated in the proceedings before the learned Arbitrator at a particular place, which is Faridkot in the present cases.



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37. Therefore, two factors will ascertain and determine the seat of arbitration, where the venue has not been disputed. Firstly, all the proceedings before the learned Arbitrator were held at Faridkot and secondly, the award was passed and signed at Faridkot. Although Hon'ble Supreme Court in **BGS SGS Soma JV's case (Supra)** was dealing with a case pertaining to a jurisdictional issue and in that case there was an agreement between the parties pertaining to jurisdiction, which was stated to be New Delhi/Faridabad but the present cases deal with statutory arbitration where there was no express determination of venue or seat. However, the principle of law which has been settled by Hon'ble Supreme Court in **BGS SGS Soma JV's case (Supra)** will be applicable to the present cases. The principle of law being that where seat is not defined but the venue has been defined and there is no other *contrary indicia*, the venue will become the seat. In the present cases, the venue was at Faridkot and admittedly, all the proceedings were held at Faridkot and thereafter, the award was passed at Faridkot. There is no other *contrary indicia* and therefore, by applying the aforesaid ratio, Faridkot would attain the status of "seat", even in the case of the arbitration being statutory in nature. The principles of law will remain the same.

38. Reference in this regard may also be made to the provisions of Section 31(4) of the Arbitration Act, which is reproduced as under:-

"31(4) The arbitral award shall state its date and the place of arbitration as determined in accordance with section 20 and the award shall be deemed to have been made at that place."

A perusal of the aforesaid provision would show that it has been so provided that the arbitral award shall state its date and the place of arbitration as



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determined in accordance with Section 20 and the award shall be deemed to have been made at that place. In this way, in the present cases, the arbitral award has stated its date and place to be at Faridkot and therefore, by virtue of Section 31(4) of the Act also, it shall be deemed to have been made at that place i.e. Faridkot. This aspect has also been dealt with by Hon'ble Supreme Court in **BGS SGS Soma JV's case (Supra)** in paragraph No.45, as reproduced above. It was observed that when parties, either by agreement or in default of there being an agreement, where the arbitral tribunal determines a particular place as the seat of the arbitration under Section 31(4) of the Arbitration Act, 1996, it becomes clear that the parties having chosen the seat, or the arbitral tribunal having determined the seat, have also chosen the Courts at the seat for the purpose of interim orders and challenges to the award. Section 34 proceedings are in the nature of a challenge to the award and therefore, by virtue of Section 31(4) of the Act, the arbitral award shall state its date and the place of arbitration as determined in accordance with Section 20 of the Act and the award shall be deemed to have been made at that place. In the present cases, the award has been passed in Faridkot, which will therefore be considered to be the place of arbitration, as determined in accordance with Section 20 of the Act.

39. An argument was raised by the learned counsels for the respondents that in view of the order passed by Hon'ble Supreme Court vide Annexure P-6, Bathinda Court will have jurisdiction to hear the objections under Section 34 of the Act and not Faridkot. The aforesaid argument raised by the learned counsels for the respondents is misconceived. When a Coordinate



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Bench of this Court observed that the seat of arbitration will be at Faridkot and therefore, the objections under Section 34 of the Act as well as the execution will lie at Faridkot, the same was assailed before Hon'ble Supreme Court and the SLPs were dismissed with the observation that since the objections under Section 34 of the Act have been filed at Bathinda and the respondents have raised an objection about the territorial jurisdiction, the aspect of territorial jurisdiction will not be influenced by any observations made in the impugned judgment. In this way, there was no *ratio decidendi* laid down by Hon'ble Supreme Court and rather the issue with regard to as to which Court will have the territorial jurisdiction to hear the objections under Section 34 of the Act was kept open. Consequently, when the Court at Bathinda, which had earlier returned the objections to Faridkot, restored the same, it was not in accordance with the observations made by Hon'ble Supreme Court, although reliance was placed on the order passed by Hon'ble Supreme Court. No such restoration could have been permitted because there was no direction or observation by Hon'ble Supreme Court that the Bathinda Court would have jurisdiction and therefore, the argument raised by the learned counsels for the respondent-NHAI is misconceived. It is a settled law that a judgment should be read as a whole so that conflicting parts, if any, can be harmonised to reveal the true ratio of the judgment. It is the *ratio decidendi* which becomes the precedent and is binding upon other Courts. The aforesaid observation made by Hon'ble Supreme Court vide Annexure P-6 with respect to territorial jurisdiction was not in the nature of a *ratio decidendi*.



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40. Another argument raised by the learned counsels for the respondents was that the order dated 17.08.2015 passed by the Government of India only provides that the Officer mentioned in Column No.2, who is a Divisional Commissioner, will be the Arbitrator for exercising powers within the local limits of jurisdiction as mentioned in Column No.3 of the table and since two different revenue districts have been mentioned in Column No.3, the respective districts will also have territorial jurisdiction. This argument raised by the learned counsels for the respondents is unsustainable. The revenue districts which have been so specified in Column No.3 are only the places with respect to which the learned Arbitrator, who is mentioned in Column No.2, is to exercise jurisdiction. The present cases do not deal with the issue of territorial jurisdiction with regard to the filing of execution but the subject matter of the present cases pertains only to the territorial jurisdiction for filing objections under Section 34 of the Act. For determination of the same, the juridical seat has to be ascertained and for ascertaining the same, the test and the law laid down by Hon'ble Supreme Court has to be followed. In **BGS SGS Soma JV's case (Supra)**, Hon'ble Supreme Court laid down the law and the principles of law laid down therein are binding upon this Court. Although the present cases pertain to statutory arbitration but it is an admitted fact that the arbitration has been conducted at Faridkot with the participation of all the parties and the award has been passed at Faridkot and therefore, while applying the principles of law laid down as aforesaid, the venue and the seat of the arbitration is at Faridkot. Once the aforesaid seat is so determined, the territorial jurisdiction of



the Courts as a consequence also gets determined, which would be Faridkot and not Bathinda.

41. It was further argued by the learned counsels for the respondents that as per Section 20 of the Act, the parties are free to agree on the place of arbitration and failing any such agreement, the place of arbitration will be determined by the Arbitral Tribunal having regard to the circumstances of the case, including the convenience of the parties but at the same time, by virtue of Section 20(3) of the Act, the Arbitral Tribunal may meet at any place as it may consider appropriate for the proceedings. It was also the argument of the learned counsels for the respondents that the seat of the arbitration has not been agreed between the parties because it is a statutory arbitration and therefore, the venue will not become the seat. This argument is also misconceived in view of the fact that the present cases deal with statutory arbitration, whereby there was no agreement between the parties but the distinction between ordinary consensual arbitration and statutory arbitration primarily lies in the source of the reference and the mechanism for appointment of the Arbitrator. Once the said appointment is made, the aforesaid distinction will not affect the manner in which the arbitral proceedings are held as when the appointment is made, the arbitral proceedings are thereafter governed by the Arbitration Act and the applicable arbitral principles. Furthermore, by virtue of Section 20(2) of the Act, which provides that failing any agreement referred to in sub-section (1), the place of arbitration shall be determined by the Arbitral Tribunal having regard to the circumstances of the case, including the convenience of the parties, the learned Arbitrator held the proceedings at Faridkot, which is an



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admitted position and hence, the venue of the arbitration even under Section 20(2) of the Act was Faridkot. There was no other *contrary indicia* for determination of the seat and therefore, the venue becomes the seat in accordance with the law laid down by Hon'ble Supreme Court in **BGS SGS Soma JV's case (Supra)**.

42. It was also argued by the learned counsels for the respondents that in the absence of ascertainment of any venue or seat, the provisions of Sections 16 to 21 of the Code of Civil Procedure will apply, whereby the place of the cause of action is to be seen. This argument is also not available to the respondents in view of the fact that in the present cases, in absence of any *contrary indicia*, the venue has become the seat as aforementioned after all the arbitral proceedings were held and award was passed at Faridkot itself as the law with regard to the same is well settled that for the purpose of determining the territorial jurisdiction for entertaining the objections under Section 34 of the Act, it is based upon the seat which is a juridical seat and once the seat has been ascertained by the conduct of the parties and by passing of the award at Faridkot, only the Courts at Faridkot will have the jurisdiction to entertain the objections under Section 34 of the Arbitration Act.

43. Another argument raised by the learned counsels for the respondents was that a large number of cases are already pending at Faridkot and if the present cases are also sent to Faridkot, then it will cause hardship to the Courts at Faridkot because all the cases of Faridkot and Bathinda will have to be filed in Faridkot only which will increase the case load in the Court of Faridkot, thereby giving rise to a practical difficulty in deciding the cases. This



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argument raised by the learned counsels for the respondents is also unsustainable in view of the fact that hardship, if any, itself cannot constitute a ground for changing the territorial jurisdiction of the Court. In case any conflict arises between hardship on one hand and the territorial jurisdiction conferred by law on the other hand, then it is the latter which will prevail.

CONCLUSION

44. In view of the aforesaid facts and circumstances, it is held that the territorial jurisdiction of the Court to hear the objections under Section 34 of the Arbitration and Conciliation Act, 1996, shall be at Faridkot and not at Bathinda. Therefore, the orders passed by the Court at Bathinda in 83 cases, as appended in Schedule-‘A’, whereby the applications for restoration of objections under Section 34 of the Act have been allowed, are hereby set aside and accordingly, the aforesaid 83 cases stand allowed. With regard to the remaining 12 cases, wherein the learned Court at Bathinda is entertaining the objections under Section 34 of the Arbitration and Conciliation Act, 1996, the same are disposed of with a direction to the learned Court hearing the objections to return the same to the respondents in order to enable them to file the same before the appropriate Court at Faridkot in accordance with law.

45. Miscellaneous applications, if any, shall also stand disposed of.

46. A photocopy of this order be placed on the files of other connected cases.

(JASGURPREET SINGH PURI)
JUDGE

20.04.2026
Chetan Thakur

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



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**SCHEDULE-‘A’**

RESTORED OBJECTIONS UNDER SECTION 34 OF THE ARBITRATION AND CONCILIATION ACT, 1996	
SR. NO.	CASE NUMBER
1.	CR-3884-2023
2.	CR-5868-2023
3.	CR-493-2024
4.	CR-497-2024
5.	CR-6152-2023
6.	CR-498-2024
7.	CR-499-2024
8.	CR-500-2024
9.	CR-1164-2024
10.	CR-1173-2024
11.	CR-1222-2024
12.	CR-1277-2024
13.	CR-629-2024
14.	CR-691-2024
15.	CR-1151-2024
16.	CR-1302-2024
17.	CR-1306-2024
18.	CR-1341-2024
19.	CR-1499-2024
20.	CR-1502-2024
21.	CR-1515-2024
22.	CR-1536-2024
23.	CR-1901-2024
24.	CR-1880-2024
25.	CR-1724-2024
26.	CR-1727-2024
27.	CR-2316-2024
28.	CR-4053-2024
29.	CR-4074-2024
30.	CR-4114-2024
31.	CR-3922-2024
32.	CR-4639-2024
33.	CR-4492-2024
34.	CR-4979-2024
35.	CR-2412-2024



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36.	CR-2415-2024
37.	CR-2423-2024
38.	CR-2576-2024
39.	CR-2596-2024
40.	CR-2582-2024
41.	CR-3491-2024
42.	CR-3493-2024
43.	CR-3496-2024
44.	CR-3724-2024
45.	CR-3814-2024
46.	CR-3821-2024
47.	CR-4009-2024
48.	CR-4056-2024
49.	CR-4060-2024
50.	CR-2701-2024
51.	CR-2749-2024
52.	CR-2811-2024
53.	CR-2700-2024
54.	CR-7288-2024
55.	CR-6242-2024
56.	CR-6006-2024
57.	CR-5961-2024
58.	CR-1105-2024
59.	CR-1116-2024
60.	CR-7230-2024
61.	CR-5976-2024
62.	CR-6204-2024
63.	CR-6270-2024
64.	CR-6144-2024
65.	CR-3374-2024
66.	CR-4985-2024
67.	CR-5548-2024
68.	CR-5663-2024
69.	CR-5906-2024
70.	CR-5916-2024
71.	CR-5917-2024
72.	CR-5919-2024
73.	CR-5928-2024
74.	CR-5922-2024
75.	CR-5924-2024



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76.	CR-5925-2024
77.	CR-7318-2024
78.	CR-3203-2024
79.	CR-3214-2024
80.	CR-228-2025
81.	CR-237-2025
82.	CR-7399-2024
83.	CR-766-2025

FRESH OBJECTIONS UNDER SECTION 34 OF THE ARBITRATION AND CONCILIATION ACT, 1996	
SR. NO.	CASE NUMBER
1.	CR-4156-2023
2.	CR-501-2024
3.	CR-504-2024
4.	CR-268-2024
5.	CR-288-2024
6.	CR-290-2024
7.	CR-1788-2024
8.	CR-4470-2024
9.	CR-6878-2024
10.	CR-4662-2024
11.	CR-4668-2024
12.	CR-4717-2024

(JASGURPREET SINGH PURI)
JUDGE