



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

**CR No.4513 of 2024 (O&M)
Date of Decision: 15.05.2026**

M/s Standard Electrical

...Petitioner

VS

Union of India

...Respondent

CORAM : HON'BLE MR. JUSTICE VIKRAM AGGARWAL

Present: Ms. Rishma Verma, Advocate
for the petitioner (through video conference).

Ms. Puneeta Sethi, Senior Paneal Counsel
with Mr. Y.S. Thakur, Advocate
for the respondent-UI.

VIKRAM AGGARWAL, J (ORAL)

The instant revision petition, preferred under Article 227 of the Constitution of India, assails the order dated 13.07.2023 (Annexure P-1) passed by the Court of Civil Judge (Senior Division), Jalandhar, vide which the objections filed by the respondent-UI to the execution proceedings were allowed and the application under Section 36 of the Arbitration and Conciliation Act, 1996 (for short 'the 1996 Act') seeking enforcement of award dated 18.12.2000 was dismissed.

2. The facts, as emanating from the revision petition, are that on account of a dispute having arisen between the parties, the Chief Engineer, BSNL, was appointed as a sole arbitrator who made his award on 18.12.2000 (Annexure P-2).

3. The Union of India instituted objections under Section 34 of the 1996 Act seeking setting aside of the award, which came to be dismissed vide order dated 07.10.2015 (Annexure P-3).



4. Thereafter, the petitioner instituted an application under Section 36 of the 1996 Act (Annexure P-1) seeking enforcement of the award making the following prayer:-

“It is, therefore, prayed that the award dated 18.12.2000 whereby the decree holder was awarded a sum of Rs.57,677/- against claim no.1, Rs. 1,00,000/- against claim no.2, Rs.1,40,550/- against claim no.3, Rs.30,330 against claim no.6, alongwith interest @ 15% P.A. from 23.03.1993 to the date of award, and if the judgment debtor fails to pay the sum awarded to the decree holder within 90 days from the date of making and publishing the award, then the decree holder is entitled to interest 18% P.A. from the date of award till payment, may kindly be implemented and the award amount be recovered from the judgment debtor by attachment and sale of movable and immovable properties of the judgment debtor and paid to the decree holder, as explained above in the interest of justice and equity.”

5. The respondent filed objections (Annexure P-4) to the said application. It was, *inter alia*, submitted that the entire payment of Rs.16,48,387/- as on 01.11.2016 had been made to the decree-holder and nothing was due. The said objections were opposed by way of a reply (Annexure P-5) stating that a sum of Rs.10,50,000/- was still due. Calculations (Annexure P-7) were also filed, as per which a sum of Rs.25,80,784/- was still outstanding, which included interest @ 18% per annum on the balance amount of Rs.10,78,931/-w.e.f. 09.11.2026 to 31.07.2024.

6. By way of the impugned order dated 13.07.2023, objections were allowed, leading to the filing of the instant revision petition.

7. I have heard learned counsel for the parties.



8. Learned counsel for the petitioner submits that despite best efforts, she has not able to contact the petitioner for the purpose of seeking instructions. However, she submits that the impugned order is not sustainable since interest @ 18% was required to be paid.

9. *Per contra*, learned counsel for the respondent submits that there is no illegality in the impugned order and there was no direction to pay any compound interest.

10. I have considered the submissions made by learned counsel for the parties.

11. The arbitrator had, vide award dated 18.12.2000, awarded different sums under different claims and also awarded simple interest @ 15% per annum from 23.03.1993 i.e. the date of invocation of arbitration to the date of the award. 18% interest was awarded on amount unduly withheld by the Department. It was also ordered that in case the sums awarded to the claimant were not paid within 90 days from the date of making and publishing of the award, interest @ 18% per annum would be payable.

12. The contention of the petitioner is that 18% interest would be compound interest whereas the contention of the respondent is that the same would be simple interest which would be payable in case the amount was not paid within 90 days.

13. A plain reading of the operative portion of the award shows that nowhere was it ordered that interest of 18% would be compound interest because it was clearly laid down that in case the payment is not made within 90 days, interest @ 18% per annum (simple) would be payable.

14. It is the conceded case of the parties that the entire outstanding amount along with simple interest @ 18% stands paid.



15. In that view of the matter, no illegality is found in the order passed by the executing Court allowing the objections filed by the respondent, warranting interference in revisional jurisdiction.

16. That being so, the instant revision petition is found to be devoid of merit and is accordingly dismissed.

(VIKRAM AGGARWAL)
JUDGE

May 15, 2026
Rekha

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