



2026:DHC:8026-DB



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*** IN THE HIGH COURT OF DELHI AT NEW DELHI**

Reserved on: 18 August 2026

Pronounced on: 16 September 2026

+ FAO (COMM) 119/2025

M/s. Shivani Handlooms (WCIS) Ltd. Appellant

Through: Mr. Ashok Kumar Soni,
Ms. Priyanka Soni and KM. Sarita,
Advocates

Versus

UNION OF INDIA Respondent

Through: Mr. Rohan Jaitley CGSC,
Mr. Dev Pratap Shahi, Mr. Akshay
Sharma, Mr. Varun Pratap Singh and
Mr. Yogya Bhatia, Advocates

CORAM:

HON'BLE MR. JUSTICE C. HARI SHANKAR

HON'BLE MR. JUSTICE VINOD KUMAR

JUDGMENT

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16.09.2026

VINOD KUMAR, J.

1. The present appeal preferred under Section 37 of Arbitration and Conciliation Act, 1996 read with Section 13 (1A) of the Commercial Courts Act, 2015 has challenged a judgment dated 10.02.2025 of learned District Judge-03, Patiala House Courts, Delhi.

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FAO (COMM) 119/2025

Page 1



2026:DHC:8026-DB



2. Vide the impugned judgment, learned District Judge had allowed a petition ARBTN. No. 4499/2017 (filed by respondent no.1 herein) raising objections under Section 34 of the Arbitration and Conciliation Act, 1996 and set aside the Award dated 09.11.2011 passed by the Sole Arbitrator.
3. For the sake of convenience, the appellant would also be referred to as 'claimant' and respondent no.1 would be referred to as 'respondent'. Respondent no.2 is the Sole Arbitrator and is not a party to the dispute.

DISPUTE

4. The claimant was awarded a contract by the respondent-Govt. of India/Ministry of Defence for supply of 35897 blankets at various places including Pune. The Pune consignment of 7660 blankets was rejected by the respondent on the ground that it did not meet prescribed specifications. Therefore, the same was taken back by the claimant. But the respondent refused to make the payment towards the remaining of consignments, which were sent even to the places other than Pune. Hence, the dispute. As per clause 24 of Rules of the Director General of Supplies and Disposals (DGS&D) applicable to this contract, the dispute was to be resolved through Arbitration. On an application under Section 11 of the Arbitration and Conciliation Act 1996, the Arbitrator was appointed, who proceeded with the arbitration.

CLAIM PETITION

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12:43:28

FAO (COMM) 119/2025

Page 2



2026:DHC:8026-DB



5. The case of the claimant, as per the Statement of Claim, is that it is a Small Scale Industry covered under The Micro, Small and Medium Enterprises Development Act, 2006. The claimant was awarded a Rate Contract dated 24.01.2007 for the supply of blankets for the period from 12.01.2007 to 01.06.2009. The contract was subject to the terms and conditions as contained in Director General of Supplies and Disposals-156 (DGS&D – 156) and other General and Special Conditions of Contract incorporated therein, including the General Conditions of Contract detailed in DGS&D - 68. Pursuant to the said Rate Contract, the Director General Border Roads, Delhi Cantt. issued a Supply Order dated 05.06.2008 for the supply of 35897 blankets at the rate of Rs.598/- per blanket, to be delivered at various stations. According to the claimant, advance samples were required to be approved before the delivery. The claimant offered the advance samples on 16.06.2008, however, according to the claimant the respondent did not inspect the same and returned the same and vide communication dated 11.07.2008, asked the claimant to resubmit the samples. The respondent also changed the terms of inspection authority as stipulated in the supply order.
6. In another communication dated 17.07.2008, the respondent further informed the claimant that the samples would be now approved by the Board of Officers at Headquarter and called the claimant to furnish nine



2026:DHC:8026-DB



samples. According to the claimant, the samples were thereafter offered before the Board of Officers appointed by the respondent and were approved by the Board. Thereafter, upon issuance of the inspection notes, blankets were dispatched to the different consignees specified under the Supply Order.

7. As per the claimant, barring the consignment supplied to the Pune, which was rejected on 31.01.2009, the remaining supplies (i.e. 28327 blankets) were found to be in conformity with the prescribed specification. For the entire quantity of 28327 blankets, the purchasers released the inspection notes. So far as the Pune consignment is concerned, claimant submitted that the supply was made according to the contractual terms and specifications, but on account of the rejection by Pune Consignee, the claimant lifted those blankets and did not raise any claim and has also not received any payment towards the said consignment.
8. The claimant furnished the following particulars of the supplies made to different consignees, other than Pune Consignee:

Sl. No.	Consignee department at	Number of blankets	Date of Delivery
1.	Pathankot	2278	09.07.2008
2.	Pathankot	4368	20.08.2008
3.	Hanumangarh	951	25.08.2008

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KUMAR VAS
Signing Date: 21.09.2026
12:43:28

FAO (COMM) 119/2025

Page 4



2026:DHC:8026-DB



4.	Chandigarh	3912	18.09.2008
5.	Udhampur	2928	15.10.2008
6.	Gauhati	3540	04.11.2008
7.	Gauhati	2670	29.11.2008
8.	Gauhati	3960	04.01.2009
9.	Gauhati	2580	11.02.2009
10.	Gauhati	1050	14.02.2009

9. According to the claimant, the respondent had accepted these goods and has also even released relevant documents to claimant in token of acceptance of the goods. The same were submitted to the respondent. The claimant submits that by 31.03.2009, within the delivery schedule, it had supplied the aforesaid 28327 blankets, the value of which comes to Rs.1,71,61,653. Under the terms of the Supply Order, the respondent was required to release 95% of the payment was payable on proof of inspection and submission of the provisional receipt of the consignee with the balance 5% payable thereafter in accordance with the contractual terms. However, according to the claimant the respondent failed to make the payment of Rs.45,38,820 towards the said 95% payment outstanding amount and withheld the balance 5% payment. Therefore, the respondent committed a breach of the contractual terms by failing to make payment in accordance.



2026:DHC:8026-DB



10. As per claim petition, the respondent in a letter dated 25.05.2009 communicated to the claimant that the supplies made since July 2008 till Feb 2009 had been rejected being substandard and asked the claimant to replace the same.
11. The claimant further averred that by this period, the goods already supplied were partly consumed by the respondent. The claimant also questioned the storage condition of the respondent. Further it was averred that the letter of the respondent dated 25.05.2009 was not in accordance to the terms of clause 'c' and 'd' of the Supply Order, under which consignments were rejected. The claimant, therefore, made a claim for a sum of Rs. 45,38,820/-. The claimant also prayed for further sum of Rs. 45 lacs as compensation having been suffered due to breach of the contract by the respondent.
12. The claimant calculated interest at the rate of 18% per annum up to 14.01.2011 at Rs.15,58,050/- and, in addition, also claimed the cost of Rs.1,50,000/-. Further, he claimed interest at the rate of 18% per annum from the date of award till realization.
13. Subsequently, by an application under Section 23(3) of the Arbitration and Conciliation Act, 1996 the claimant sought amendment of its monetary claim. It was stated that, upon recalculation, the claimant had found that apart from Rs.45,38,820/-, the balance 5% payment in respect of supplies made to Pathankot, Hanumangarh and Chandigarh had also remained unpaid. The claimant, therefore, sought



2026:DHC:8026-DB



that its claim for the balance price be read as Rs.48,14,747/- instead of Rs.45,38,820/-, thereby seeking an additional amount of Rs.2,75,927/-.

STATEMENT OF OBJECTIONS i.e. REPLY AND COUNTER CLAIMS BY RESPONDENT

14. The respondent contested the claim petition by filing a Counter Statement/Objection and subsequently even filed a reply to the rejoinder.
15. The case of the respondent, in short, is that they were made to change the inspection clauses and the Inspecting Officer and the inspection Authority due to refusal by the inspecting authority specified in the contract to inspect it. The respondent admits that after the amendment of the inspection clause and the terms relating thereto, it was agreed between the parties that the Board of Officers of respondent would inspect the sample and the approved sample would be sent to each of the consignee. According to the respondent, the claimant did not make the supplies as per the prescribed specifications. Therefore, the consignment supplied to the Pune consignee was rejected on 13.01.2009. As per the respondent, the claimant failed to replace the rejected goods supplied to the Pune consignee.
16. It was further averred that some complaints regarding the goods supplied by the claimant, were received from Central Vigilance Commission (in short CVC) and thereafter, it was found that the supplies made by the



2026:DHC:8026-DB



claimant were not as per the prescribed specifications. To satisfy itself, the respondent also sent the samples to the Border Roads Development Board (BRDB), which were thereafter, transmitted to Ministry of Textile, New Delhi. On test, it was found that the goods supplied by the claimant were not meeting the prescribed specification. The respondent, therefore, lodged a complaint with the Economic Offence Wing and an FIR was also lodged. According to the respondent, as the claimant had not made the supplies as per terms of the Supply Order, the respondent was entitled to reject the same in terms of Clause (c) and (d) of Supply Order, which read as under:

“(c) Correctness of stores: The supplier, shall be responsible for the correct supply of the stores being ordered and shall replace the same free of cost if found not conforming to the required specifications or incomplete in anyway.”

(d) Guarantee/Warranty:- The period of warranty shall be 12 months from the date of supply of the stores or from the date of use whichever is later. The supplier shall be responsible for free replacement of stores supplied which are notified as defective in materials specification/ workmanship or performance by the consignee/ Indenter. The consignee Indenter will notify each defect within a period not exceeding one month of receipt of stores and the supplier will provide free replacement within a period not exceeding one month of such notification.”

17. It was further averred that a complaint was received in the office of CVC from a firm named ‘Lybn’, pursuant to which CVC issued a notice to the respondent. The respondent, thereafter, took random samples in the absence



2026:DHC:8026-DB



of the claimant and sent the same for testing. Out of the three samples as tested by the Textile Committee, two were found not to be meeting the prescribed specifications. Thus, according to the respondent, the claimant had supplied 28237 inferior quality blankets, thereby causing a loss of Rs.66.06 lacs.

18. Countering the submission of the claimant that the goods are deemed to have been accepted by the respondent by using it, more specifically in view of the fact that it did not specify as to out of which lot, the three samples were taken out and found sub standard, the respondent averred that out of the lots supplied to the different consignees, the samples were drawn only from the consignment made to one consignee only. Therefore, it was not necessary to file evidence of samples taken from the other lots supplied by the claimant.

19. On the basis of the aforesaid allegations, the respondent also raised counter-claims against the claimant. The respondent claimed liquidated damages at the rate of 5% of the contract amount on the ground that the claimant had failed to perform its contractual obligations within the stipulated time. The respondent further claimed a sum of Rs.66.01 lacs towards the alleged loss suffered by it on account of the supply of blankets which, according to the respondent, were of inferior quality and not in conformity with the prescribed specifications. The respondent,



2026:DHC:8026-DB



therefore, prayed for dismissal of the claims raised by the claimant and for allowing its counter claims.

**REJOINDER OF THE CLAIMANT TO THE REPLY
AND THE COUNTER CLAIMS MADE BY
RESPONDENT**

20. In its rejoinder, the claimant reiterates that the supplies were made only after the samples had been approved by the Board of Officers and the goods had been inspected in accordance with the amended inspection procedure. It is submitted that, except for the consignment supplied to Pune, the supplies had been accepted by the respective consignees and the relevant inspection and receipt documents had also been issued. The claimant disputes the submission of the respondent that the supplies made by it were not as per the contractual specifications.
21. The claimant further disputes the respondent's reliance upon the subsequent complaints and testing of samples to contend that all the supplies were defective. It is contended that the respondent has not established that the samples subsequently tested were representative of the entire quantity supplied by the claimant. The claimant also disputes the respondent's reliance upon the subsequent investigation and test reports for rejecting the supplies which had already been inspected and accepted.
22. The claimant, therefore, denies its liability to replace the supplies or compensate the respondent for the alleged loss. It is submitted that the respondent had wrongfully withheld



2026:DHC:8026-DB



the outstanding payment despite acceptance of the supplies. The claimant, therefore, reiterates its claim for the unpaid amount, interest and other reliefs and prays for dismissal of the objections and counter claims raised by the respondent.

REPLY BY RESPONDENT TO REJOINDER

23. The respondent has admitted in their reply to the rejoinder that the CVC had acted on some complaint from Lybn International New Delhi who had alleged that the claimant has supplied inferior quality of goods. The respondent also conceded that they did not receive any complaint from any of consignees except from Pune. On the objection of the claimant that Ministry of Textile is not a part of the Agency agreed between the parties to test the goods, the submission of the respondent is that it does not make a difference as there is no specific clause as to who would be the testing authority and submitted that as the officials of the authority named in the contract had refused to inspect the samples, the respondent had to substitute Director General Border Road as the Inspection agency subsequently. Even they did not have scientific means to test the samples. Therefore, the claimant took advantage of it by not supplying blankets as per terms.

24. In regard to the acceptance of the goods by consignees, the respondent averred that the same were accepted in good faith and have laid much emphasis on the supply made to Pune. The respondent has further pleaded that several



2026:DHC:8026-DB



letters were written by it as well as by the consignee at Pune to replace the stores already rejected but the claimant did not replace nor made further balance supply.

The respondent has relied upon the letter dated 25.05.2009 and clause (c) & (d) of the Agreement terms. According to the respondent, still the substantial quantity as supplied by claimant is lying with them and the claimant has been wrongfully paid and is not entitled for any amount.

AWARD IN NUTSHELL

25. After perusing the evidence led by the parties, learned Arbitrator noted that the respondent had not denied the short payment of the amount of Rs.45,38,820/- to the claimant towards 95% of balance amount of blankets supplied. Further the respondent has not denied quantity and date of supply as specified in statement of claims. Learned Arbitrator concluded that the consignments were sent at 10 places, as specified in para 9 of the Statement of Claims (also reproduced in para 8 of this judgment). The consignee at Pune is not mentioned in this list as the consignment was rejected by the respondent and claimant had taken back the rejected goods and had not made any claim in respect thereof. Therefore, it was held that the claimant was entitled to the claimed amount as against the 10 consignments supplied on various dates, as specified in para 9 of the Statement of Claims. On the counter claim of the respondent, the Sole Arbitrator, while rejecting the same, held as under:



2026:DHC:8026-DB



“ON COUNTER CLAIMS OF THE RESPONDENT

The respondent has raised their counter claim by giving calculation of hypothetical loss in blankets procurement by HQ, DGBR by dividing it in the following parts :-

a) loss due to less weight in blankets for 28237 number of blankets at Rs.42.21 lacs.

b) loss due to inferior quality i.e. less quantity of wool claiming Rs. 598/- per blanket.

AWARD ON COUNTER CLAIM OF THE RESPONDENT

I have come to the conclusion that the rejection by the respondent has been invalid and discuss the same in detail while deciding the claim of the claimant and therefore, the counter claim of the respondent are rejected. It is also rejected for the reason that burden to prove that there was less weight in the blankets and net wool it was for the respondent to prove. The respondent has not filed any documentary evidence. The respondent also has not filed any documentary evidence of the conclusion has been arrived by average in price and for each blanket which was not even tested. I have discussed this issue while deciding claim No.1 of the claimant and have mentioned several reasons to reject it.

Moreover, the consumer has rather accepted the goods and found it as per the terms of the contract and therefore for all these reasons I reject the counter claim of the respondent while manufacturing the blankets there are several elements including wool, quality of wool, labour, capital invested, duties, electricity and other elements the price being consolidated it was for the respondent to prove that breakup and the market price of it on the alleged date of breach. The respondent has failed to file any documents in this regard.”

26.Observing so, the Arbitrator awarded a sum of Rs.45,38,820/- in favour of the claimant with interest at



2026:DHC:8026-DB



18% per annum from 01.06.2009 till actual payment. Arbitrator further awarded a sum of Rs.2,75,927/- towards the balance 5% payment with interest at 18% from the date of the Award till actual payment. The claimant's claim towards compensation was rejected and the counter claims raised by the respondent were also rejected.

OBJECTIONS UNDER SECTION 34 OF THE ARBITRATION AND CONCILIATION ACT

27. Union of India (respondent no.1 herein) filed objections under Section 34 of the Arbitration and Conciliation Act, 1996 before learned District Judge, who held that there was a specific clause in the contract that the claimant will have to compensate the respondent if there is delay in delivery of goods and that the taken back Pune consignment was not replaced and therefore the appellant violated conditions 'c' and 'd' of the Supply Order. Hence, the respondent was entitled for damages in accordance with the contractual terms.

28. Learned District Judge further held that since the Union of India had raised a counter claim claiming compensation/ liquidated damages, the Arbitrator was under the duty to render a finding on thereon. Holding that the Arbitrator failed to do so, the whole award was held to be vitiated. Consequently, learned District Judge set aside the impugned award.

ANALYSIS OF RIVAL SUBMISSIONS OF THE PARTIES IN APPEAL UNDER SECTION 37 OF THE ARIBTRATION AND CONCILIATION ACT, 1996

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Signing Date: 21.09.2026
12:43:28

FAO (COMM) 119/2025

Page 14



2026:DHC:8026-DB



29.As already stated, aggrieved by the said judgment of learned District Judge, the claimant has filed this appeal submitting that the jurisdiction of learned District Judge was limited and there was no ground for setting aside a well reasoned Award on a flimsy ground. Learned Counsel for the appellant has drawn the attention of this Court that the appellant's claim is towards supplies to the consignees on ten dates at different places and the same do not include Pune. It is submitted that the appellant has raised no claim against Pune consignment because the same had been taken back by the appellant. However, it is submitted that simply taking back the consignment does not mean that the same were of inferior quality. Nor does it mean that blankets supplied at other places were also substandard.

30.Learned Counsel for the respondent, on the other hand, has drawn our attention to the counter claim of the respondent – Union of India as filed before the Arbitrator. In this counter claim, the counter claimant has prayed for liquidated damages, which is 5% of the contract amount, on account of failure to supply the stores in time. Further, the counter claimant has calculated the losses incurred by them. The calculations of the same were filed as Annexure C/C 'C', as per which, the loss was calculated as Rs.66.01 lacs.

31.Learned Counsel for the respondent-Union of India has defended the impugned judgment submitting that once a



2026:DHC:8026-DB



counter claim has been filed and pressed, the Arbitrator must render a finding on the same, which learned Arbitrator failed to do resulting in vitiation of the entire Award.

32. Before proceeding further, we may also clarify that there is a discrepancy in the number of blankets stated to have been supplied, as appearing in the statement of claims. While at certain places the claimant has referred to the quantity of blankets supplied, other than the Pune consignment, as 28327, the table giving the details of supplies furnished by the claimant itself in para 9 of the Statement of Claims, in respect of the ten consignments specified therein, aggregates to 28237 blankets. The respondent has also proceeded on the basis of 28237 blankets in its objections and counter claim. The Arbitrator while considering the claim as well as the counter claim, has also proceeded with the quantity of 28237 blankets. Therefore, for the purpose of the present analysis, we proceed on the basis of 28237 blankets, being the quantity borne out from the detailed table of supplies given in para 9 of the Statement of Claims, which reproduced in para 8 of this judgment.

33. Admittedly, the contract required that the appellant shall supply 35897 blankets to respondent at various places as per demands raised. The final date of delivery was 31.03.2009. The appellant made supplies of 28237 blankets at various places except Pune. At Pune, 7660



2026:DHC:8026-DB



blankets were supplied, which were returned to the appellant on the ground of being inferior in quality. Indisputably, the appellant has not replaced the same. In the impugned judgment, learned District Judge was of the opinion that the appellant herein had failed to replace the blankets at Pune within time and therefore, the Arbitrator was required to render a finding on the respondent's claim for damages arising out of the Pune consignment. It is noteworthy that the Sole Arbitrator did not discuss at all the reason for not awarding the compensation for non replacement of blankets within specified time at Pune. The perusal of the impugned award, relevant portion of which has already been reproduced by us, would reveal that while dealing with the counter claim of the respondent, learned Arbitrator adverted his whole attention to the supplies made at the places other than Pune. However, he has not spoken a word on the issue of the compensation/damages for failing to replace the stores at Pune in time as per agreement. We would like to mention that as per clause 'c' of the Supply Order (already reproduced in counter claim), the appellant was required to replace the defective blankets and as per clause 'd', such replacement should take place within one month of notification of defects in blankets.

34. The Pune consignee had rejected the blankets on the ground that the same were not as per specifications. The appellant took back the rejected blankets but did not supply a fresh lot. It is on this account, that the respondent

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12:43:28

FAO (COMM) 119/2025

Page 17



2026:DHC:8026-DB



claimed compensation in the counter claim, which has not been decided by learned Arbitrator. He rejected the contention of respondents in respect of all other supplies but unfortunately had remained silent in respect of the compensation for non replacement at Pune in time. As already stated, as per terms and conditions of the Supply Order, the appellant was under a duty to replace the blankets within stipulated period, which was not done. Needless to say, learned Arbitrator was required to determine the damages in respect of Pune supplies as per clause 'e (i)' of the supply order which is reproduced as under:

*“ e (i) **Liquidated Damages** - If supplier fails in performance of this contract within the time fixed under this contract or any other extension thereof, the supplier shall be liable to pay liquidated damages, a sum equivalent to ½% (Half percent) of the contract price of the item per week of such delay or part thereof. The supplier liability for LD shall not exceed 05% (Five percent) of the contract price of the item delayed. If the delivery is delayed beyond 10 weeks, the purchaser may at his own option, terminate the contract.”*

35. In para 6 of the counter claim, the respondent has made a claim for liquidated damages in accordance with the aforesaid clause. We agree with the opinion of the learned District Judge that the Arbitrator has failed to render a finding on Pune supplies which were rejected by the respondent. It is not enough to absolve appellant on the ground that the appellant had taken back the blankets from Pune. The appellant must also compensate the respondent



2026:DHC:8026-DB



for failure to replace the blankets. This part of compensation was missed by learned Arbitrator. Learned Counsel for the appellant has argued that learned Arbitrator has given a specific finding that the respondent had not been able to prove that blankets were defective and therefore, rejection of Pune consignment was also not valid as there is nothing on record to show that Pune blankets were defective. Consequently, it is argued by learned Counsel for the appellant, there was no reason for awarding compensation for Pune consignment on the ground of defectiveness. We have considered this submission of learned Counsel for the appellant. We make it clear that an appeal under Section 37 of the Arbitration and Conciliation Act, 1996 is not a stage, where the Court can itself determine as to whether the Pune consignment was inferior to specifications. It is the Arbitrator who was required to determine the said issue. His finding on the quality of blankets is only on the consignments other than Pune. The question, therefore, required to be determined was whether the rejection of the Pune consignment was justified and if so, whether the appellant was required to replace the blankets within stipulated time and was liable for damages on account of failure to do so. Admittedly, the replacement supply was not made by the appellant and consequently, the respondent is entitled to the compensation on that account.



2026:DHC:8026-DB



36.The Pune consignment was rejected by the respondent on the ground of inferior quality. The appellant took back the same and raised no objection at that stage. It was for learned Arbitrator to decide as to whether the act of appellant to take back the rejected blankets amounted to admission of Pune consignment being of inferior quality and, if so, whether the respondent was entitled to any damages on account of failure to replace the same.

37.Here we wanted to take a practical view and therefore gave a thought to the possibility as to whether we can separate Pune consignment from other consignments. However, we find that it is not possible to bifurcate and separate the issue of damages towards Pune supplies until the same is determined by the Arbitrator. This observation is in view of the fact that all the supplies including Pune arise out of a single contract, even though the consignments were sent at different dates and at different places.

38.Moreover, it is not possible for us to calculate the damages towards the non replacement of the Pune supplies as we cannot step into the shoes of Arbitrator and undertake the exercise of determining the compensation, which the Arbitrator has failed to determine. Further, such an exercise would amount to modification of the Award. We would like to refer to ***Gayatri Balasamy v. M/s. ISG Novasoft Technologies Limited***, (2025) 7 SCC 1, wherein the Supreme Court, while dealing with the scope of power of the Court to modify an arbitral award under Section 34



2026:DHC:8026-DB



and 37 of the Arbitration and Conciliation Act, 1996 held as under:

“87. Accordingly, the questions of law referred to by Gayatri Balasamy (supra) are answered by stating that the Court has a limited power under Sections 34 and 37 of the 1996 Act to modify the arbitral award. This limited power may be exercised under the following circumstances:

- I. when the award is severable, by severing the “invalid” portion from the “valid” portion of the award, as held in Part II of our Analysis.*
- II. by correcting any clerical, computational or typographical errors which appear erroneous on the face of the record, as held in Part IV and V of our Analysis;*
- III. post award interest may be modified in some circumstances as held in Part IX of our Analysis; and/or*
- IV. Article 142 of the Constitution applies, albeit, the power must be exercised with great care and caution and within the limits of the constitutional power as outlined in Part XII of our Analysis”.*

39. In the above decision, while considering the question of severability of an arbitral award, the Supreme Court also referred to Section 34(2)(a)(iv) of Arbitration and Conciliation Act, 1996 and held that *“the proviso, therefore, permits courts to sever the non-arbitrable ones. This serves a two-fold purpose. First, it aligns with Section 16 of the 1996 Act, which affirms the principle of kompetenz-kompetenz – that is, the arbitrators’ competence to determine their own jurisdiction. Secondly, it enables the court to sever and preserve the “valid” part(s) of the award while setting aside the “invalid” ones”.*



2026:DHC:8026-DB



40. In substance, the Supreme Court held that where the part of award is severable, it can be set aside on the ground of patent illegality and remaining part of award can be upheld. However, in the instant case, the arbitrator was required to determine the respondent's claim for damages arising out of the failure of the appellant to replace the Pune consignment. On determination of compensation, such amount could have been adjusted in the claim awarded to the appellant. Therefore, as it is not possible to sever the issue of compensation for violation of terms of the contract towards Pune consignment, the whole award has to go. Thus, it is clear that the award suffers from patent illegality and learned District Judge has rightly held so.

41. Accordingly, we find no merit in the appeal and the same is hereby dismissed.

VINOD KUMAR, J

C. HARI SHANKAR, J

SEPTEMBER 16, 2026

V/B