



**HIGH COURT OF JUDICATURE FOR RAJASTHAN
AT JODHPUR**

S.B. Civil Miscellaneous Appeal No. 1721/2025
CNR: RJHC010333652025 | URN: CMA / 4297U / 2025

1. The Chief Engineer (West), Cad, Bikaner
2. Executive Engineer, Sinchit Shetra Vikas Gang Nahar Ofd Block-V Sri Karanpur Srigangangar Rajasthan

-----Appellants

Versus

1. M/s. Mitharwal Brothers, Partnership Firm Having Its Address At 4-D-124 Jainarayan Vyas Colony Bikaner
2. State Of Rajasthan, Through District Collector Bikaner Rajasthan
3. Subhash Chandra Dhigda, Sole Arbitrator, Retired Superintendent Engineer, Water Resources Department Government Of Rajasthan Registered Address D-11 Naganechi Yojna Pawanpuri District Bikaner Rajasthan

-----Respondents

For Appellant(s) : Mr. Rakesh Sharma for
Mr. Rajesh Panwar, AAG

For Respondent(s) : -

HON'BLE MR. JUSTICE FARJAND ALI

Order

REPORTABLE

Date of Conclusion of Arguments : 16/07/2026
Date on which Order is Reserved : 16/07/2026
Full Order or Operative Part : Full Order
Date of Pronouncement : 05/10/2026

BY THE COURT:-

1. Heard learned counsel for the appellant and perused the material available on record, including the arbitral award dated 25.09.2018, the objections preferred by the appellant under Section 34 of the Arbitration and Conciliation Act, 1996



(hereinafter referred to as "the Act") and the order impugned passed by the learned District Judge.

2. The present appeal has been preferred under Section 37 of the Act assailing the order whereby the learned District Judge declined to interfere with the arbitral award dated 25.09.2018 rendered by the learned Sole Arbitrator. The controversy, though arising from a relatively modest monetary claim, brings into focus the familiar but important question as to the extent to which a Court may travel while examining an arbitral award under Sections 34 and 37 of the Act.

Factual background

3. The dispute emanates from Contract No.2 of 1995-96 entered into between the appellant-State authorities and respondent No.1-contractor for manufacture and supply of baked bricks. Under the original work order, the contractor was required to manufacture and supply 20 lakh baked bricks, followed by an additional work order for 17 lakh bricks, taking the total quantity to 37 lakh bricks.

2.1. During execution of the contract, certain deductions were made by the Department from the amount payable to the contractor on the premise that trench and diggi facilities had been made available at the site and that, consequently, the deductions contemplated under the "G" Schedule of the contract were attracted.



2.2. The dispute eventually travelled to arbitration pursuant to the order dated 01.04.2004 passed by the learned District Judge in Civil Miscellaneous Case No.74/2002. The learned Sole Arbitrator entered upon the reference on 04.11.2004 and, after considering the pleadings and material produced by the parties, rendered the award dated 25.09.2018.

2.3. By the said award, the learned Arbitrator directed payment of ₹60,000/- to respondent No.1 towards the deductions made by the Department, together with simple interest at the rate of 6.5% per annum from 06.12.2004 till payment.

2.4. The appellant-State, being aggrieved by the award, invoked Section 34 of the Act. The principal grievance was that the learned Arbitrator had failed to give effect to the binding contractual stipulations contained in the "G" Schedule. It was urged that the contract authorised deduction of ₹20,000/- towards trench and ₹10,000/- towards diggi where the requisite facilities were available and that the Arbitrator could not have directed refund of the amount so deducted.

2.5. It was further contended that respondent No.1 had accepted the additional work order without protest and was consequently precluded from subsequently challenging the deductions; that the final bill had been accepted without objection; that the contract contained no provision authorising payment of interest; that the findings regarding availability of trench and diggi were



inconsistent; and that the arbitral proceedings had continued for an unduly prolonged period.

2.6. The learned District Judge considered the objections in the light of the arbitral record. The Court noticed the finding of the learned Arbitrator that trench and diggi facilities were not actually available at the site and that the contractor had arranged water through its own tractor from the nearby canal. Despite the factual position so found, the Department had deducted ₹40,000/- towards trench and ₹20,000/- towards diggi from the amount payable to the contractor.

2.7. The learned District Judge also considered the contention that respondent No.1 had not protested against the additional work order. The said circumstance was not regarded as an absolute bar to the claim. The effect of acceptance of the final bill was examined with reference to Clause 17 of the contract, and no stipulation was found therein which expressly extinguished every subsequent claim. The objection concerning interest was also considered and rejected.

2.8. Upon an overall consideration of the material, the learned District Judge found that the award was founded upon the material available before the learned Arbitrator and that none of the grounds recognised under Section 34 of the Act had been established so as to warrant setting aside the award. The objections were accordingly dismissed.



4. It is against this order that the present appeal has been preferred. The question before this Court, therefore, is not whether another view of the contractual provisions or the evidence may be possible, but whether the learned District Judge, while exercising jurisdiction under Section 34 of the Act, committed an error of law or jurisdiction of such nature as would justify interference in the appellate jurisdiction available under Section 37 of the Act.

Scope and nature of jurisdiction under Section 34 of the Act

5. At the outset, it is necessary to appreciate the statutory setting in which the present controversy falls to be examined. Section 34 of the Act constitutes the principal judicial recourse against an arbitral award. Yet, it is not an ordinary appellate remedy. The provision does not authorise the Court to sit in appeal over the Arbitrator and substitute its own conclusion for that of the arbitral tribunal merely because another conclusion may appear more persuasive.

5.1. The language of Section 34 of the Act itself is restrictive. An award may be set aside only on the grounds recognised therein. The Court is consequently required to examine whether the award suffers from an infirmity falling within the statutory grounds and not whether, upon an independent assessment of the entire dispute, the Court would have arrived at a different result.

5.2. The grounds contemplated by Section 34 of the Act broadly concern the integrity of the arbitral process as well as certain



fundamental defects in the award. They include incapacity of a party, invalidity of the arbitration agreement, absence of proper notice or reasonable opportunity, adjudication beyond the scope of the reference, defects in the constitution of the arbitral tribunal or the procedure adopted, conflict with the public policy of India and, in the case of a domestic award to which Section 34(2A) of the Act applies, patent illegality appearing on the face of the award.

5.3. The provision thus strikes a deliberate balance. It preserves judicial supervision over arbitration, but at the same time protects the autonomy of the arbitral process from becoming subject to an unrestricted appellate review.

5.4. The Court exercising jurisdiction under Section 34 of the Act is not expected to reassess the evidence as a first appellate Court would do. It does not ordinarily re-weigh documents, reconsider the credibility of witnesses, revisit factual inferences or embark upon a fresh interpretation of the contract simply because the party challenging the award proposes another construction.

5.5. The distinction is particularly significant in contractual disputes. Where the Arbitrator is called upon to interpret the provisions of a commercial contract and adopts a view which is reasonably possible on the language of the agreement and the material before him, the Court does not ordinarily displace that interpretation merely because another interpretation may also be possible.



5.6. The expression “public policy of India” likewise cannot be converted into an omnibus expression for reopening every factual or contractual determination. Nor does “patent illegality” mean every error which may be alleged against an award. The statutory ground is narrower and is intended to reach an illegality which is apparent and fundamental, rather than an error which would ordinarily invite correction in an unrestricted appeal.

5.7. The underlying philosophy is one of minimal but meaningful judicial intervention. The Court must intervene where the statute warrants intervention; equally, it must refrain where the challenge merely seeks another adjudication on the merits.

5.8. Section 34(4) of the Act further reflects this legislative approach. Where appropriate, the Court may adjourn the proceedings to enable the arbitral tribunal to resume the proceedings or take such action as may eliminate the grounds for setting aside the award. The provision itself demonstrates that the statutory scheme, wherever possible, seeks to preserve the arbitral adjudication rather than replace it with a fresh judicial determination.

Scope and amplitude of Section 37 of the Act

6. Section 37 of the Act provides an appeal against specified orders under the Act. In the context of the present case, Section 37(1)(c) of the Act provides the appellate remedy against an order setting aside or refusing to set aside an arbitral award under Section 34 of the Act.



6.1. The right of appeal conferred by Section 37 of the Act is undoubtedly a substantive statutory right. But the existence of an appellate remedy does not enlarge the grounds upon which an arbitral award may be judicially interfered with. The appellate jurisdiction must necessarily remain connected with, and confined by, the statutory discipline of Section 34.

6.2. This is precisely where the distinction between a conventional first appeal and an appeal under Section 37 of the Act, arising from proceedings under Section 34, assumes significance. Unlike an ordinary first appeal, where the appellate Court may, subject to the statutory framework, undertake a comprehensive reappraisal of the facts and evidence and arrive at its own conclusions on questions of fact and law, the jurisdiction under Section 37 of the Act is materially circumscribed. An appellate Court exercising jurisdiction under Section 37 of the Act does not sit as a Court of regular appeal over the arbitral award or the order passed under Section 34 of the Act; its scrutiny remains confined within the limited parameters prescribed for interference under Section 34 of the Act.

6.3. The Arbitrator is the adjudicatory forum chosen by the parties. Section 34 of the Act provides a limited judicial safeguard against an award suffering from recognised statutory infirmity. Section 37 of the Act then provides appellate scrutiny of the order passed upon that limited challenge. The statutory scheme does



not contemplate that the same dispute should be adjudicated afresh at each successive stage.

6.4. The Supreme Court in **MMTC Ltd. v. Vedanta Ltd., (2019) 4 SCC 163**, has authoritatively held that interference under Section 37 of the Act cannot travel beyond the restrictions laid down under Section 34 of the Act. The appellate Court cannot undertake an independent assessment of the merits of the arbitral award; it is required to ascertain whether the Court exercising jurisdiction under Section 34 of the Act has acted within the permissible scope of that provision.

6.5. The principle, however, does not render Section 37 of the Act a mere formality. The appellate remedy remains a real and substantive safeguard. If the Section 34 of the Act Court fails to exercise jurisdiction vested in it, travels beyond the statutory limits, ignores a recognised ground of challenge, or reaches a conclusion founded upon an impermissible understanding of law, the appellate Court is fully competent to correct such error.

6.6. What Section 37 of the Act does not permit, ordinarily, is a wholesale re-adjudication of the dispute. The appellate Court may examine whether the Section 34 of the Act Court has correctly applied the statutory test; it may not ordinarily assume the role of the Arbitrator and determine for itself the contractual rights of the parties.

6.7. The distinction may therefore be stated with some clarity:
Section 34 of the Act examines whether the award is



vulnerable on a ground recognised by the statute; Section 37 examines whether the Section 34 of the Act Court has correctly exercised that statutory jurisdiction. Neither provision ordinarily invites the Court to decide afresh what the Arbitrator ought to have decided.

The restraint exercised by the Court is not born out of any deficiency in appellate power, but flows from the very nature and statutory contours of the jurisdiction conferred by the Act. Arbitration rests fundamentally upon party autonomy and is designed to secure a comparatively final and expeditious adjudication of disputes through the forum chosen by the parties themselves. If every arbitral award were subjected to an unrestricted merits-based re-examination first under Section 34 and thereafter under Section 37 of the Act, the arbitral process would be stripped of much of the finality which the legislative scheme consciously seeks to preserve. The distinction between an arbitral proceeding and an ordinary civil proceeding arising from a civil suit would then stand substantially obliterated, for the very object of adopting arbitration as an alternative dispute-resolution mechanism is to avoid subjecting the parties to a prolonged hierarchy of merits-based adjudication. The statutory scheme, therefore, contemplates judicial intervention not as a second or third round of adjudication on the merits, but as a carefully confined supervisory jurisdiction exercised within the parameters expressly delineated by the Act.



6.8. The appellate Court must, therefore, distinguish between an error which the statute recognises as warranting intervention and a different view which is merely possible on the same facts or contractual material. The former may justify interference; the latter ordinarily does not.

6.9. The statutory scheme of the Act thus envisages a two-tier structure of judicial scrutiny, though neither tier constitutes an unrestricted appellate examination of the arbitral dispute. The first tier is constituted by Section 34, under which the Court before which the arbitral award is challenged examines the award within the narrowly circumscribed grounds enumerated in that provision. At this stage, the Court is required to determine whether the award suffers from any statutory infirmity warranting its setting aside or other permissible corrective intervention. The second tier is provided by Section 37, under which the appellate Court examines the order rendered by the Court exercising jurisdiction under Section 34. The focus at this stage is, therefore, not to adjudicate the original arbitral dispute afresh, but to ascertain whether the Section 34 Court has correctly exercised the jurisdiction conferred upon it by the statute.

6.10. The distinction between the two tiers is of considerable significance. At the first tier, the Section 34 Court scrutinises the arbitral award; at the second tier, the Section 37 Court scrutinises the exercise of jurisdiction by the Section 34 Court. The latter is not an invitation to undertake a second round of merits-based



examination of the arbitral award. The appellate Court may certainly interfere where the Section 34 Court has misconstrued the statutory parameters, failed to consider a legally cognisable ground, exercised jurisdiction not vested in it, declined to exercise jurisdiction vested in it, or otherwise committed an error warranting appellate correction. But where the Section 34 Court has duly examined the challenge within the statutory confines and has arrived at a conclusion which is legally sustainable, the mere possibility of another view cannot furnish a legitimate basis for interference under Section 37.

6.11. Thus, the statutory architecture does not contemplate two successive appeals on the merits. It contemplates two successive stages of judicial supervision, each having a distinct object and a correspondingly limited field of operation: Section 34 scrutinises the award; Section 37 scrutinises the decision rendered upon that Section 34 challenge. To permit the Section 37 Court to reappreciate the evidence, reinterpret the contract afresh, or substitute its own assessment for that of the Arbitrator merely because a different conclusion appears possible would effectively obliterate the distinction between the two tiers and convert the appellate remedy under Section 37 into an unrestricted merits appeal; an approach plainly inconsistent with the legislative design of the Act.

Gayatri Balasamy and the limited corrective power



7. The contours of judicial intervention under Sections 34 and 37 of the Act have recently received authoritative consideration by the Constitution Bench of the Hon'ble Supreme Court in

Gayatri Balasamy v. ISG Novasoft Technologies Ltd., 2025

INSC 605. The decision is of particular relevance because the Constitution Bench was called upon to examine the extent of the Court's power in relation to an arbitral award, including whether, and in what circumstances, an award could be modified rather than wholly set aside.

7.1. The Constitution Bench considered the jurisprudential tension surrounding the distinction between “setting aside” and “modification” of an arbitral award, including the principle stated in ***Project Director, NHAI v. M. Hakeem***. The question was not merely whether a Court could correct an award in some abstract sense, but whether such power could coexist with the legislative scheme of limited judicial intervention without converting Sections 34 and 37 of the Act into ordinary appellate provisions.

7.2. By majority, the Constitution Bench recognised a limited power of modification under Sections 34 and 37 of the Act. The recognition, however, is deliberately confined. It does not vest the Court with a general power to rewrite an arbitral award or to undertake a fresh determination of the substantive rights and liabilities of the parties.

7.3. The majority identified narrowly defined situations in which such intervention may be permissible, including severance of an



invalid portion where it is genuinely separable from the valid portion, correction of clerical, computational or typographical errors apparent on the face of the record, and appropriate modification of post-award interest. The constitutional power under Article 142 was also recognised, but its exercise remains subject to the discipline and limitations inherent in that extraordinary jurisdiction.

7.4. The importance of ***Gayatri Balasamy (Supra)*** lies as much in the restraint surrounding the recognised power as in the power itself. The judgment does not transform the Court into an appellate tribunal over the Arbitrator. It permits correction in carefully identified situations without authorising a wholesale reconsideration of the arbitral merits.

7.5. The distinction between correction and substitution is therefore crucial. A clerical or computational mistake can be corrected without altering the substance of the adjudication. Likewise, where an invalid portion is genuinely severable, its removal preserves the valid adjudication rather than creating a new one. The power relating to post-award interest operates within similarly confined parameters.

7.6. The Constitution Bench thus preserves the essential equilibrium between arbitral autonomy and judicial supervision. The Court is not powerless in the face of a legally identifiable and appropriately curable defect; equally, the Court cannot employ the



corrective jurisdiction as a pretext for reassessing the evidence or rewriting the contract between the parties.

7.7. The decision also makes it clear that the limited power of modification does not convert Section 37 of the Act into an unrestricted scope of appeal. The appellate Court remains bound by the statutory character of the proceedings and cannot travel beyond the permissible limits merely because the matter is before it in appeal.

8. The present case, however, does not involve any clerical, computational or typographical error in the award. Nor is there any question of severing an identifiable invalid portion from an otherwise sustainable award. The controversy is not confined to post-award interest requiring limited correction.

8.1. The challenge here is directed to the substantive foundation of the arbitral adjudication; whether trench and diggi facilities were actually available, whether the contractual deductions were attracted, whether the contractor's conduct amounted to estoppel, what consequence followed from acceptance of the final bill, and whether interest could properly be awarded.

8.2. These are matters going to the merits of the contractual dispute. To reopen them would necessarily require re-appreciation of the evidence and substitution of the Court's own view for that of the Arbitrator. Such an exercise would travel beyond the limited corrective jurisdiction recognised in ***Gayatri Balasamy (Supra)***.



8.3. The Constitution Bench decision, therefore, does not furnish a basis for reopening the present award. On the contrary, its careful delineation of judicial power reinforces the principle that the Court must intervene only to the extent warranted by the statutory or constitutionally recognised grounds.

Consideration of the challenge in the present case

9. Tested on the aforesaid touchstone, the objections raised by the appellant do not disclose any ground warranting interference.

9.1. The principal challenge concerns the deductions towards trench and diggi. According to the appellant, the "G" Schedule expressly authorised deduction of ₹20,000/- towards trench and ₹10,000/- towards diggi and, therefore, the learned Arbitrator was bound to uphold the deductions.

9.2. The existence of the contractual stipulation, however, cannot be considered in isolation from the factual condition upon which its operation depended. The learned Arbitrator considered the site-related material and reached the conclusion that the trench and diggi facilities were not available in the manner asserted by the Department.

9.3. The learned District Judge noticed the finding that the contractor had arranged water through its own tractor from the nearby canal and that, notwithstanding the factual position so found, the Department had deducted ₹60,000/- towards trench



and diggi. The learned District Judge found the arbitral conclusion sustainable on the material available on record.

9.4. The appellant now seeks a further appraisal of the same evidence which has thoroughly been re-examined by learned District Judge. Such an exercise would require this Court to revisit the factual circumstances prevailing at the site and to determine afresh whether the contractual deduction was attracted. No statutory ground has been demonstrated which would permit such reappraisal in the present Section 37 proceedings.

9.5. The objection founded upon the absence of protest against the additional work order also received consideration before the learned District Judge. The Court did not treat the absence of an immediate protest as an absolute bar to the subsequent claim. The appellant seeks to attach a different legal consequence to the same circumstance, but a different inference does not, by itself, establish a ground under Section 34 of the Act.

9.6. The objection relating to acceptance of the final bill likewise does not carry the appellant's case any further. The learned District Judge examined Clause 17 of the contract and found no express stipulation therein by which acceptance of the final bill operated as an absolute extinguishment of every subsequent claim. The appellant may have a different interpretation of Clause 17. But the question before this Court is not which interpretation is more advantageous to either party. The question is whether the interpretation adopted by the learned District Judge, while



declining to interfere with the arbitral award, is so legally impermissible as to attract appellate correction. No such infirmity has been established.

9.7. The challenge to the award of interest stands on the same footing. The learned Arbitrator awarded simple interest at the rate of 6.5% per annum from 06.12.2004 till payment, and the learned District Judge considered the objection that the contract did not expressly provide for interest and nevertheless declined to interfere.

9.8. No patent error of law or jurisdictional infirmity in the reasoning of the learned District Judge has been demonstrated before this Court so as to justify interference under Section 37 of the Act.

9.9. The contention concerning the prolonged duration of the arbitral proceedings also does not, in the facts of the present case, establish a ground for setting aside the award. Mere duration, without demonstration of a statutory consequence affecting the jurisdiction or validity of the arbitral adjudication, cannot by itself furnish a basis for annulment.

9.10. The plea that the impugned award is contrary to public policy is equally unavailing. The doctrine of public policy cannot be employed as a broad or convenient gateway for reopening the merits of an arbitral dispute or for undertaking a reappraisal of the evidence merely because another view may appear possible. Likewise, the ground of patent illegality cannot be stretched to



encompass every erroneous factual conclusion, every debatable appreciation of evidence, or every contractual interpretation which the appellant perceives to be incorrect.

9.11. Patent illegality, by its very nature, connotes an error which is manifest, palpable and self-evident from the face of the arbitral award. A mere assertion of illegality, without more, does not transform an otherwise sustainable award into one vitiated by patent illegality. The illegality must be of such an obvious and substantial character that it presents itself ex facie, without the necessity of embarking upon a roving enquiry, reappreciating the evidence or undertaking an elaborate exercise of reasoning to unearth the alleged defect. In other words, a patent illegality is one which, metaphorically speaking, jumps out at once from the record, leaving little room for doubt and requiring neither prolonged scrutiny nor a painstaking re-examination of the material before the Arbitral Tribunal.

9.12. At the same time, the limited scope of judicial intervention does not render the arbitral process immune from scrutiny where the award suffers from a manifest and fundamental infirmity. If the Arbitral Tribunal has grossly and completely ignored material evidence of a decisive nature, or has arrived at a conclusion in the teeth of material evidence so fundamental that the resulting finding becomes manifestly unsustainable, the case may, depending upon its facts, legitimately invite interference within the narrow statutory confines. What remains impermissible, however,





is to convert such limited scrutiny into a disguised appellate exercise and to substitute the Court's own appreciation of the evidence merely because another view is possible.

9.13. The learned District Judge considered the objections and concluded that the award was based upon the material available before the learned Arbitrator and that no recognised ground under Section 34 of the Act had been established.

9.14. Significantly, the impugned order does not disclose any failure to exercise jurisdiction. The learned District Judge addressed the material objections raised by the appellant and recorded reasons for declining interference. The order, therefore, cannot be characterised as one rendered mechanically or without application of mind.

9.15. The appellant's challenge, when examined in substance, seeks a fresh determination of the very questions which formed the subject matter of the arbitral proceedings. Such an exercise would require this Court to revisit the evidence, reconsider the contractual provisions and substitute its own assessment for that of the Arbitrator.

9.16. The Court is conscious of the fact that the appellate jurisdiction conferred by Section 37 of the Act constitutes a substantive statutory remedy and cannot be reduced to a mere procedural formality. Nevertheless, the amplitude of that remedy remains circumscribed by the legislative boundaries within which the arbitral framework has deliberately been structured. The very



efficacy and distinctiveness of arbitration rest upon respecting the limited supervisory role assigned to the Courts and upon preserving the finality attached to arbitral determinations.

9.17. Accordingly, while exercising jurisdiction under Section 37, the appellate Court is not called upon to assume the mantle of a conventional first appellate Court or to substitute its own assessment merely because a different view of the matter may be conceivable. The scrutiny must remain tethered to the statutory parameters governing interference under Section 34. Judicial scrutiny cannot be permitted to transmute into judicial substitution, whereby the appellate Court supplants its own discretion for that of the learned District Judge, particularly where the latter has exercised the jurisdiction vested in him within the permissible confines of law. The appellate jurisdiction is supervisory and corrective in character; it is not an invitation to undertake a fresh adjudication of the dispute on its merits.

9.18. The mere possibility of another view, howsoever plausible, cannot, by itself, furnish a legitimate ground for interference, nor can the possibility of a different interpretation transform a plausible arbitral conclusion into one suffering from patent illegality. The Court, while exercising its limited jurisdiction, is required to preserve the essential distinction between an award which is legally unsustainable on its face and one which merely does not accord with the appellant's preferred interpretation or with the view which, in his perception, represents the correct legal



position. The jurisdiction under Section 37 of the Act cannot be invoked merely to substitute one plausible view for another; otherwise, the limited statutory scrutiny would impermissibly assume the character of a regular appellate reappreciation of the dispute.

9.19. In the present matter, the learned Arbitrator considered the material before him; the learned District Judge thereafter examined the objections within the framework of Section 34; and no error has been demonstrated in the latter's exercise of jurisdiction which would warrant correction under Section 37 of the Act.

9.20. The concurrent consideration of the dispute at these two stages does not render the award immune from appellate scrutiny. It does, however, reinforce the need for the appellant to demonstrate a legally cognisable infirmity rather than merely invite another assessment of the merits within the permissible scope of Section 37 of the Act.

9.21. The Court is, therefore, of the considered view that the learned District Judge has neither abdicated the jurisdiction vested in him under Section 34 of the Act nor transgressed the statutory parameters circumscribing the exercise thereof. The findings recorded with regard to the disputed deductions, the additional work order, acceptance of the final bill, award of interest and the factual substratum of the arbitral award have not been demonstrated to suffer from any legal infirmity, perversity or jurisdictional error warranting appellate interference. Suffice it to observe that the learned District Judge has undertaken a



due, judicious and comprehensive consideration of the material available on record and has exercised the power, authority and discretion vested in him under the statutory framework in a lawful, reasoned and appropriate manner. No such infirmity in the impugned order has been brought to the notice of this Court as would justify unsettling the considered determination arrived at by the learned District Judge.

9.22.The present appeal consequently does not present a case for exercise of the limited corrective jurisdiction recognised in ***Gayatri Balasamy (Supra)***. Nor does it disclose any ground which would justify setting aside the impugned order in exercise of the appellate jurisdiction under Section 37 of the Act.

9.23.Arbitration is intended to bring a measure of finality to disputes which the parties have consciously chosen to have resolved through that mechanism. That finality is not absolute, for the Act itself preserves judicial safeguards; but those safeguards cannot be enlarged into an unrestricted appellate process.

9.24.On a cumulative consideration of the arbitral award, the objections preferred under Section 34, the findings recorded by the learned District Judge, the statutory scheme governing Sections 34 and 37 of the Act and the principles enunciated by the Hon'ble Supreme Court, this Court finds no ground warranting interference.

10. Consequently, the present appeal, being devoid of merit, is **dismissed**. The order dated 25.10.2024 passed by the learned



District Judge, Bikaner in Civil Misc. Application No.12/2019 dismissing the objections preferred under Section 34 of the Act against the arbitral award dated 25.09.2018 is hereby **affirmed**.

11. All pending applications, if any, stand disposed of accordingly.

(FARJAND ALI),J

11/Mamta Tak

