



MASTER
16.07.2026

ORDER

1. The above execution petition is filed by the decree holder under Order 21, Rule 46 A & B of C.P.C seeking attachment of the monies lying in the bank accounts of the Judgment debtors 1 and 2 lying with the Garnishee/3rd respondent.

2. Heard the learned counsel for the petitioner, Judgment debtors 1 & 2 and the Garnishee/3rd respondent. It is the case of the decree holder that the arbitral award dated 31.01.2025 as corrected under the award dated 19.03.2025 in his favour by the sole arbitrator. Now, the petitioner has filed this execution proceedings to enforce the above said award as the Judgment Debtors/Respondents 1 and 2 has failed to pay the sum as per the award.

3. The Judgment debtors 1 & 2/respondents 1&2 have filed a detailed counter stating that E.P is not maintainable for the reasons that the entire principle portion of the award i.e. Rs.1,22,44,813/- has been settled by the Judgment debtors on 30.07.2025 which has been received by the decree holder without any objection. It is further contended that the Judgment debtors have challenged the award with respect to the claim No.5 refund of excess recovery in cess, claim No.11 on pendente lite interest and claim No.12 on post award interest only under Arbitration O.P (Commercial Division) under ATN20240011843C202500051 dated 17.07.2024 and therefore, the petitioner has to await the orders in the aforesaid arbitration O.P for the Judgment debtors to comply with the payment of small balance award amount which is under challenge. Further, the bank account of which attachment is sought is a salary account of the entire officials of the Judgment debtors Department and any attachment of the said account would result



in bringing complete freezing of the account, thereby the survival of the entire officials of the Department will come to stand still. So, this application is liable to be dismissed.

WEB COPY

4. The Garnishee/3rd respondent has filed its counter stating that the bank account maintained in their bank of which attachment is sought for by the petitioner/decreed holder is neither opened by the 1st and 2nd respondents nor operated by them and it is not a regular bank account where business operations are carried out and it is only a collection account to collect money on behalf of the Reserve Bank of India in respect of payments made to the Southern Railway, Chennai Zone through banks and thereafter, their bank through Central/Link Cell at Nagpur has to remit everyday the money that has been collected by their bank on the previous day on behalf of the Reserve Bank of India in respect of the payments made to the Southern Railway, Chennai Zone. Accordingly, the said bank account does not belong to the 1st and 2nd respondents and their bank is not supposed to hold any balance in the said account for whatsoever reason. Further, the 3rd respondent states that even whatever amount that they are holding in the said account, does not belong to the 1st and 2nd respondents and the same only belongs to the Reserve Bank of India as they are collecting and holding the amount in the said account only as an agent for and on behalf of the Reserve Bank of India.

5. On perusal of the entire case records, it is seen that the arbitral award was passed on 31.03.2025 as corrected under the award dated 19.03.2025 in favour of the decree holder by the sole arbitrator and this execution petition has been filed to enforce the said arbitral award. The learned counsel for the Judgment debtors submitted that they have paid the entire principle portion of the award amount except the award amount granted with respect to claim No.5 refund of excess recovery in cess, claim No.11 on pendente lite interest and claim No.12 on post award interest only under Arbitration O.P (Commercial Division) under ATN20240011843C202500051 dated 17.07.2024 and



therefore, the petitioner has to await the orders in the aforesaid arbitration O.P for the Judgment debtors to comply with the payment of small balance award amount which is under challenge. The learned counsel further submitted that the bank account sought to be attached is a salary account. The 3rd respondent having admitting the existence of the bank account and also having admitted that they are responsible to collect money on behalf of the Reserve Bank of India in respect of the payments made to the Southern Railway, Chennai Zone in the counter affidavit, which categorically shows that the amounts deposited with the Garnishee are payments made to the Southern Railway, Chennai Zone. Further, in the absence of substantial proof by way of oral or documentary evidence that the amounts deposited with the Garnishee in respect of the payment made to the Southern Railway, Chennai Zone does not belong to the Judgment Debtors, this court is unable to accept the contention made by the Garnishee/3rd respondent.

6. During the course of argument the decree holder filed a revised memo of calculation as per which the Judgment debtors are liable to pay Rs.53,14,419.47 paise. Though it is the contention of the Judgment debtors they have paid the entire principle portion of the award no proof is produced before this court. Yet another contention raised by the Judgment debtors is that they have challenged the award with respect to claim No.5 refund of excess recovery in cess, claim No.11 on pendente lite interest and claim No.12 on post award interest only under Arbitration O.P (Commercial Division) under ATN20240011843C202500051 dated 17.07.2024 and therefore, the petitioner has to await the orders in the aforesaid arbitration O.P for the Judgment debtors to comply with the payment of small balance award amount which is under challenge. This contention of the respondent cannot be accepted in view of the settled principle of law that mere filing of an appeal does not operate as a stay of the decree and the executing court is not precluded from proceeding with the execution unless a stay order has been



granted by the appellate court. In view of Order 41, Rule 5 of C.P.C unless the Judgment debtor has obtained an order of stay from the Appellate Court, the decree remains executable and the execution court is bound to proceed with the E.P in accordance with law. In the present case, no stay order has been produced before this court and it is pertinent to note that even the O.P number has also not been furnished before this court except producing the S.R number of the arbitration O.P filed through online. In such circumstances, this court is of the opinion that there is no impediment for this court to proceed with the execution.

Accordingly, this E.P is allowed. The bank account of the Judgment debtors 1 & 2/respondents 1 & 2 lying with the Garnishee/3rd respondent is hereby attached to the extent of a sum of Rs.53,14,419.47 paise. Issue pro-order to the Garnishee to the extent of a sum of Rs.53,14,419.47 paise returnable by 21.08.2026.

MASTER