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

CNR No. DLHC010355152026

+ **CM(M) 1718/2026**

UNION OF INDIA

.....Petitioner

Through: Mr. Satya Ranjan Swain, CGSC with
Mr. Vanshul Pali, GP, Mr. Sanskar
Gupta, Ms. Riya Garg, Ms. Ayushika,
and Mr. Prakhar Negi, Advocates.

versus

**M/S GUJARAT STATE CO-OP. GRAIN GROVERS
FED LTD.,**

.....Respondent

Through: Mr. Ashish Khorana, Advocate.

2

CNR No. DLHC010336662026

+ **CM(M) 1641/2026**

UNION OF INDIA

.....Petitioner

Through: Mr. Satya Ranjan Swain, CGSC with
Mr. Vanshul Pali, GP, Mr. Sanskar
Gupta, Ms. Riya Garg, Ms. Ayushika,
and Mr. Prakhar Negi, Advocates.

versus

**M/S GUJARAT STATE CO-OP. GRAIN GROVERS FED
LTD.**

.....Respondent

Through: Mr. Ashish Khorana, Advocate.

53

CNR No. DLHC010314192026

+ **CM(M) 1536/2026 & CM APPL. 45743/2026**

UNION OF INDIA THROUGH CHIEF DIRECTOR OF



PURCHASE, IHQ OF MOD (ARMY)

.....Petitioner

Through: Mr. Sushil Kumar Pandey, SPC with
Ms. Katyayani Joshi, GP, Ms. Pinky
Pawar, GP, Mr. Aman Kumar Pandey
and Mr. Pradeep Sharma, Advocates.

versus

M/S KUMAR CASHEW EXPORT

.....Respondent

Through: Mr. Ashish Khorana, Advocate.

54

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CNR No. DLHC010317562026

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CM(M) 1558/2026 & CM APPL. 46235/2026

UNION OF INDIA THROUGH CHIEF DIRECTOR OF
PURCHASE, IHQ OF MOD (ARMY)

.....Petitioner

Through: Mr. Sushil Kumar Pandey, SPC with
Ms. Katyayani Joshi, GP, Ms. Pinky
Pawar, GP, Mr. Aman Kumar Pandey
and Mr. Pradeep Sharma, Advocates.

versus

M/S KUMAR CASHEW EXPORT

.....Respondent

Through: Mr. Ashish Khorana, Advocate.

55

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CNR No. DLHC010323262026

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CM(M) 1584/2026 & CM APPL. 46928/2026

UNION OF INDIA THROUGH CHIEF DIRECTOR OF
PURCHASE, IHQ OF MOD (ARMY)

.....Petitioner

Through: Mr. Sushil Kumar Pandey, SPC with
Ms. Katyayani Joshi, GP, Ms. Pinky
Pawar, GP, Mr. Aman Kumar Pandey
and Mr. Pradeep Sharma, Advocates.

versus



M/S KUMAR CASHEW EXPORT

.....Respondent

Through: Mr. Ashish Khorana, Advocate.

CORAM:

HON'BLE MR. JUSTICE AJAY DIGPAUL

ORDER

06.08.2026

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1. Through the present petitions, the petitioners are challenging the common impugned order dated 15.04.2026 whereby the learned executing court has directed the Drawing and Disbursing Officer (hereinafter “DDO”) of the respective petitioners’ departments to remain physically present on the next date of hearing, and deposit the entire decretal amount in an FDR with the court.
2. The brief facts of the underlying disputes are as follows -
3. The petitioners issued a Request for Proposal for procurement and supply of food items for the consumption and usage of the army who are often posted in difficult terrains. The respondents herein were the successful bidders, and subsequently entered into contracts with the petitioners herein.
4. It is stated that the time was the essence of the contract, and that there was a significant delay by the respondents in fulfilling the contract, thus leading to the termination of the contract.
5. The respondents issued notices invoking arbitration which led to the passing of the award in favor of the respondents. Aggrieved, the petitioners preferred a challenge to the arbitral award under section 34 of the Arbitration and Conciliation Act, 1996, which is still pending adjudication.
6. During the pendency of the section 34 challenge, the respondents sought execution of the arbitral award, and filed an application under section



36 of the Arbitration Act.

7. In the execution proceedings, the learned executing court on 15.04.2026 directed the concerned DDO of the respective petitioners' departments to remain physically present with an FDR with the entire awarded amount. Aggrieved by the common impugned order, the petitioners have preferred a challenge before this Court under Article 227 of the Constitution of India.

8. The learned counsel for the petitioners have submitted that the award has been passed after expiry of the mandate of the arbitrator, and is thus *non-est*. They submit that the section 29A of the Arbitration Act specifies a time limit of 12 months for passing of an award, and section 29A (3) and (4) provides for a further extension of the arbitral mandate. In the present cases, they submit that no such extension has been granted, and that once the mandate expires, the learned Sole Arbitrator becomes *functus officio*.

9. They further submit that any award passed after the learned Sole Arbitrator becomes *functus officio* is *non-est* in law, and as a corollary, cannot be executed. They place reliance on the judgment of the Hon'ble Supreme Court on ***C. Veluswamy v K. Indhera 2026 INSC 112*** –

*“14. Section 29A of the Act does not, in terms, bar an application for extension of the mandate of an arbitrator in the event of the delivery of an award. There is no prescription anywhere in the section. **In the first place, if an award is made after the expiry of the mandate, then there is no doubt about the fact that such an award is non-est. A better expression would be to hold that such an award would be unenforceable under Section 36. Such an award need not be challenged under Section 34.**” (emphasis supplied)*

10. Lastly, they also submit that the impugned order is also violative of the principles of natural justice as it does not allow the petitioners the right



to file a reply, and therefore the executing court has not considered the petitioners' objections.

11. *Per Contra*, the learned counsel appearing for the respondent submits that the execution of the arbitral awards have been pending since a long time, and it is not in the spirit of the Arbitration Act to prolong litigation and adjudication.

12. He further submits that the jurisdiction of this Court ought not to be invoked when an alternative remedy under section 34 is admittedly being pursued.

13. Heard. Perused the records.

14. It is settled law that writ interference, in face of the *non-obstante* clause in Section 5 of the Arbitration Act, must be circumspectly used. While the petitioners are admittedly pursuing their statutory remedy under section 34 of the arbitration act, however, due regard must be had to the position of law as laid down by the Hon'ble Supreme Court with respect to the execution of unenforceable awards.

15. As there are parallel proceedings under section 34 and execution proceedings under section 36, and this Court is not the appropriate forum to raise the grounds of purportedly unenforceable awards, this Court deems it appropriate to allow the petitioners to raise these contentions before the learned executing court.

16. Accordingly, the present petitions are allowed and the impugned order is set aside to the extent where it directs personal appearance of the DDO, and the deposit of the entire amount in the form of an FDR. The matter is remanded to the executing court to hear the judgment debtors and thereafter pass an appropriate order in accordance with law.



17. It is made clear that this Court has not expressed its views on the underlying execution proceedings or the proceedings under section 34.

18. The present petition is allowed and pending applications, if any, are disposed of.

AJAY DIGPAUL, J

AUGUST 6, 2026

Sk/sg