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

+ OMP (ENF.) (COMM.) 2/2018

OVERSEAS DRILLING LIMITED ..... Decree Holder  
Through: Mr.Neeraj Sharma, Ms.Arпита Sharma  
and Mr.Basit K. Zaidi, Advocates

versus

DIRECTORATE GENERAL OF  
HYDROCARBONS OF INDIA ..... Judgment Debtor  
Through: Mr.Somiran Sharma, Mr. K. R.  
Sasiprabhu and Mr.Vinayak Maini,  
Advocates

**CORAM:**  
**HON'BLE MR. JUSTICE J.R. MIDHA**

% **ORDER**  
**06.01.2020**

1. The Arbitral Tribunal awarded a sum of USD 6,201,867 along with interest @ 6.82985% per annum with effect from 01<sup>st</sup> December, 2006 till realisation along with cost of Rs.25,00,000/- and reimbursement of the Stamp duty payable on the award. The relevant portion of the award is reproduced hereunder:

*“A) The Respondent shall pay to the Claimant the sum of USD 6,201,867.00 together with interest at the rate of 6.82985% per annum from 1<sup>st</sup> December, 2006 until payment.  
B) The Respondent shall also pay to the Claimant the sum of Rs.25,00,000/- towards costs.  
C) The Respondent shall reimburse the Claimant the Stamp Duty payable on this Award under the law.  
D) There shall be an award accordingly.”*

2. The judgment debtor filed the objections to the award which were dismissed. The judgment debtor filed an appeal before the Division Bench

which was also dismissed. The SLP (C) No. 12169/2018 filed by the judgment debtor was dismissed vide order dated 06<sup>th</sup> September, 2018.

3. Learned counsel for the judgment debtor submits that the judgment debtor has paid USD 6,201,867 along with interest @ 6.2985% per annum to the decree holder. It is submitted that the decree holder claimed interest @ 6.2985% per annum which had been awarded by the Arbitral Tribunal without any modification as recorded on page 40 of the award. It is submitted that there is a typographical error in the Conclusion of the award in as much as the interest rate of 6.2985% per annum has been wrongly typed as 6.82985% per annum.

4. Learned counsel for the decree holder does not dispute the typographical error in the Conclusion of the award and therefore, there is no infirmity in the computation of interest rate @ 6.2985% per annum.

5. Learned counsel for the decree holder submits that the decree holder is entitled to interest @ 6.2985% per annum on the principal amount of USD 6,201,867 from 01<sup>st</sup> December, 2006 till the date of the award i.e. 29<sup>th</sup> August, 2009. It is further submitted that from 29<sup>th</sup> August, 2009 till realisation, the decree holder is entitled to interest on the principal amount plus interest from 01<sup>st</sup> December, 2006 to 29<sup>th</sup> August, 2009. Reliance is placed on Section 31 (7) (a) and (b) of the Arbitration and Conciliation Act, 1996.

6. Learned counsel for the judgment debtor submits that the Arbitral Tribunal has awarded interest from 01<sup>st</sup> December, 2006 till realisation and the Execution Court cannot go behind the award which has attained finality upto the Supreme Court.

7. Learned counsel for the decree holder refers to *Hyder Consulting (UK) Limited v. Governor, State of Orissa*, (2015) 2 SCC 189 and *Hindustan Prefab Ltd. v. Union of India*, MANU/DE/2661/2016. Learned

counsel for the decree holder also referred to ***Ravi Builders v. North Delhi Municipal Corporation***, MANU/DE/1192/2019 but later withdrew the same as the Division Bench was dealing with the objections filed under Section 34 of the Arbitration and Conciliation Act in that case.

8. This Court is of the view that the award of the Arbitral Tribunal has attained finality upto Supreme Court. The Arbitral Tribunal has awarded interest on the principal amount from 01<sup>st</sup> December, 2006 till realisation. If the decree holder was not satisfied with the interest awarded by the Arbitral Tribunal, the decree holder had an option to challenge the award before the Court under Section 34 of the Arbitration and Conciliation Act which the decree holder chose not to avail. The Executing Court cannot go behind the award which has attained finality.

9. This execution petition is disposed of as satisfied.

10. Copy of this order be given *dasti* to counsel for the parties under the signatures of the Court Master.

**J.R. MIDHA, J.**

**JANUARY 06, 2020**  
**ds**