

\$~14

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

+ EFA(OS) 1/2017

DELHI DEVELOPMENT AUTHORITY Appellant

Through: Ms. Kanika Singh, Adv.

versus

C LAL GUPTA Respondent

Through: Mr. Debasish Moitra &
Mr. Shreyam Dutta, Advs.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

HON'BLE MS. JUSTICE SANGITA DHINGRA SEHGAL

ORDER

% **12.03.2020**

1. The appellant DDA impugns the order dated 2nd November, 2016 of the Single Bench of this Court in Execution Petition No.98/2015, dismissing EA No.876/2015 filed by the appellant DDA for dismissal of the Execution Petition.
 2. On enquiry, it is informed that Execution Petition No.98/2015 is still pending before the Single Bench of this Court.
 3. The undisputed facts are, that (a) vide Arbitral Award dated 15th April, 2002, a sum of Rs.5,28,501.22 paise along with *pendente lite* interest was awarded to the respondent against the appellant DDA; (b) the said Arbitral Award was made Rule of the Court on 14th March, 2012; (c) the appellant DDA, on 2nd May, 2014 paid Rs.5,28,501.22 paise with *pendente lite* interest, rate whereof was modified while making the award Rule of the Court; (d) the respondent filed Execution Petition No.98/2015 contending that the amount paid was not in full satisfaction of the Arbitral Award
- EFA(OS) 1/2017**

having force of decree and that future interest on the interest *pendente lite* amount was computed by the appellant DDA while computing the amount due and making payment to the respondent.

4. It was the contention of the counsel for the appellant DDA before the Single Judge in EA No.876/2015, that as per *State of Haryana Vs. S.L.Arora* (2010) 3 SCC 690 holding that at the relevant time, no future interest on the *pendente lite* interest amount was payable and reversal thereof vide subsequent judgment in *Hyder Consulting (UK) Ltd. Vs. Governor, State of Orissa* (2015) 2 SCC 189, after the appellant DDA had already paid the amount, did not affect the Arbitral Award having the force of the decree.

5. The Single Judge of this Court has not agreed with the aforesaid contention, reasoning that the law declared in *Hyder Consulting (UK) Ltd.* supra is not prospective and would be deemed to be the law earlier also and thus the appellant DDA is liable for future interest on the *pendent lite* interest amount also.

6. The contention of the counsel for the appellant DDA before this Bench also, remains the same.

7. We have enquired from the counsel for the appellant DDA, whether the Execution Petition seeking the balance amount claimed to be due was within the prescribed period of limitation and whether the appellant DDA, at the time of making payment to the respondent, had obtained any full and final payment receipt from the respondent decree holder.

8. The counsel for the appellant DDA fairly states that the Execution Petition filed was within limitation and no full and final payment receipt was obtained.

9. Once it is so, no fault can be found in the reasoning in the impugned order.
10. The counsel for the respondent decree holder contends that the respondent decree holder in fact, immediately after receipt of payment on 2nd May, 2014 from the appellant DDA, purportedly in full and final satisfaction of the Arbitral Award, had protested vide letter dated 21st May, 2014 at page 82 of the paper book.
11. There is no merit in the appeal.
12. Dismissed.
13. We clarify, we have not gone into the aspect of maintainability of the appeal.

RAJIV SAHAI ENDLAW, J

SANGITA DHINGRA SEHGAL, J

MARCH 12, 2020

‘ak’...