

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH**

C.M. No. 9512-CII of 2021 in/and

C.R. No. 1102 of 2020

Date of decision: 30.09.2021

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Ludhiana City Bus Service Ltd.

....Petitioner(s)

Versus

Ashok Leyland Ltd.

...Respondent(s)

CORAM: HON'BLE MR. JUSTICE G.S.SANDHAWALIA

Present: Mr. Harsh Aggarwal, Advocate,
for the petitioner.

Mr. Sandeep Jasuja, Advocate,
for the applicant-respondent.

(The proceedings are being conducted through video
conferencing, as per instructions)

G.S.SANDHAWALIA, J. (Oral)

C.M. No. 9512-CII of 2020

Application has been filed for pre-ponement of the main case
from 09.12.2021.

In view of averments made in the application, the same is
allowed.

Main case is pre-poned to today and is taken on Board.

C.R. No. 1102 of 2020

The primary challenge in the present petition by the petitioner
is to the interim order dated 04.01.2020 (Annexure P-11) passed by the
Court of Additional District Judge, Chandigarh. While allowing the
application under Section 36(2) of the Arbitration and Conciliation Act,
1996 (in short 'the Act'), whereby the petitioner was seeking to stay the
operation of the award dated 21.03.2018, directions had been issued to the

petitioner-applicant to deposit the security of the awarded amount in Court

within a month from the date of passing of the order, on which, the operation of the award was to be deemed to be stayed till the disposal of the objection petitions. It was, however, wrongly noticed that the award was of Rs.23,14,70,625/- plus interest @12% per annum.

While issuing notice of motion on 14.02.2020, it was brought to the notice of this Court that the amount payable under the award was Rs.13,75,02,211/- plus interest as per the provisions of Section 37(7)(b) of the Act. Resultantly, the award of the Arbitrator was stayed and it was further directed that the petitioner would furnish security to the satisfaction of the trial Court qua the awarded amount by the Arbitrator.

It has also been brought to the notice of this Court by the respondent-applicant that the impugned order was corrected by the Additional District Judge, Chandigarh on 22.02.2021 (Annexure R-2) by noticing that it was a typographical mistake and the security of the amount awarded was to be read as Rs.13,75,02,211/-.

Resultantly, it is apparent that the present revision petition, as such, has become infructuous, as the necessary correction has also been made. It has been further pointed out that by virtue of the order dated 04.05.2019, the FDR of Rs.15,02,40,000/- which is lying with the HDFC Bank Ltd, Miller Ganj Branch, Ludhiana was got attached by the respondent-applicant.

A perusal of the communication dated 06.05.2021 sent by the bank to the petitioner would go on to show that the bank has confirmed the fact that the 4 FDRs lying with them have a lien marked against the Court order received from the Court of District and Sessions Judge, Ludhiana,

which was in pursuance of the execution which had been filed at Ludhiana.

Thus, it is apparent that the bank has now kept the FDRs as a security in pursuance of the interim directions whereby, the amount was to be secured while granting stay during the pendency of Section 34 proceedings.

Thus, the interest of the respondent has also been secured to that extent and no further orders are liable to be passed. It is, thus, clarified that the petitioner does not have to deposit the security of the awarded amount since the amounts now already stand attached in pursuance of the orders of the Executing Court.

Disposed of as infructuous.

30.09.2021
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(G.S. SANDHAWALIA)
JUDGE

Whether reasoned/speaking
Whether reportable

Yes/No
Yes/No