

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

Judgment reserved on: 16.07.2018

Date of decision: 02.05.2022

+ CM (M) 709/2018 & CM APPL.25140-25143/2018

BHARAT SANCHAR NIGAM LIMITED

..... Petitioner

Through: Mr. Ankur Mittal, Advocate with Ms.
Suhani Dhingra, Advocate.

Versus

VINOD KUMAR TYAGI & ANR

..... Respondent

Through: Mr. Raman Kapur, Sr. Advocate with
Mr. F. Hasan & VK Tyagi,
Advocates.

CORAM:

HON'BLE MS. JUSTICE ANU MALHOTRA

JUDGMENT

ANU MALHOTRA, J

CM APPL.25141-25143/2018 (Ex.)

1. Exemptions allowed subject to all just exceptions.

The applications stand disposed of.

CM (M) 709/2018 & CM APPL.25140/2018

2. The petitioner- Bharat Sanchar Nigam Limited, vide the present petition has sought the setting aside of the impugned order dated 25.05.2018 of the Court of the learned Additional District Judge, Tis

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Hazari Courts, New Delhi in Execution bearing No.23611/16 and has sought that the objections filed by the petitioner be allowed.

3. Vide the impugned order on an application under Order XXI Rule 11 r/w Section 36 of the Arbitration and Conciliation Act, 1996 for enforcement of the Award dated 04.10.2004, the learned Executing Court dismissed the objections to that execution petition as filed by the objectors i.e. the petitioner herein which objections of the objectors i.e. the petitioner herein were to the effect that the JD (judgment debtor) had deposited the amount due against the Award dated 04.10.2004 of this Court in CM No.13564/2005 in terms of the order dated 20.09.2005.

4. The impugned order observes to the effect that, it was admitted that the amount was deposited by the JD in terms of the said order dated 20.09.2005. The JD i.e. the petitioner herein had thus submitted that the JD was not liable to pay any interest on the said amount and that the DH was free to withdraw the amount from the High Court of Delhi.

5. On behalf of the DH, reliance was placed on the verdict of this Court in *“N.K. Garg and Co. v. Union of India”* in Execution no.336/2008, a verdict dated 18.03.2009 with reference to paragraph 20 of that verdict to contend to the effect that the interest did not cease to run where monies were deposited as security for stay of execution and that the deposit ought to be unconditional under Rule 1 Order XXI CPC to take benefit of such deposit for non-incurrence of interest.

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6. The learned Executing Court, vide the impugned order thus, held that the objections raised by the JD in view of the said verdict in *N.K. Garg and Co.* (supra) could not be sustained and that the JD i.e. the petitioner herein was liable to pay interest on the due amount as deposit was made by the JD in FAO no. 284/05 and CM No. 13565-66/05 and subject to such deposit, the notice was issued and it was not a voluntary deposit. Vide the impugned order, warrants of attachment against the movables of the JD were directed to be issued.

7. Vide the present petition, it has been submitted by the petitioner that the petitioner had preferred an appeal bearing FAO No.284/2005 against the order dated 03.08.2005 of the Court of the learned ADJ, Delhi, whereby, the objections filed by the petitioner under Section 34 of the Arbitration and Conciliation Act, 1996 against the Award dated 04.10.2004 had been dismissed and vide the order dated 20.09.2002 in FAO No.284/2005, it was directed as under:-

“20.09.2005

Present: Mr.Asad Alvi for appellant.

+ CMs.13565-66/05 in FAO.284/05

FAO.284/05 & CM.13564/05

Notice to respondents, returnable on 3rd of February, 2006.

Subject to deposit of amount in terms of award within six weeks, execution of award dated 04.10.2004 shall stand stayed.

DASTI as well.”

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8. The petitioner has submitted that in compliance of these directions dated 20.09.2005, the petitioner deposited a sum of Rs.9,13,092/- (Rupees Nine Lacs thirteen Thousand Ninety Two Only) with the registry of this Court in FAO no.284 of 2005 vide cheque bearing no.040272 dated 28.10.2005. The petitioner has further submitted that vide order dated 20.09.2005 in FAO No.284/2005, this Court did not lay down any condition on the DH for withdrawing the said amount. The petitioner has further submitted that vide order dated 04.12.2008 of this Court, the FAO No.284/2005 filed by the petitioner was dismissed and the Petition(s) for Special Leave to Appeal (Civil) No(s).11276/2009 against the said judgment dated 04.12.2008 was also dismissed by the Hon'ble Supreme Court on 13.05.2009.

9. The petitioner has further submitted that notices in FAO No.284/2005 and CM 13564/2005 were duly served on the respondent/DH who was represented by counsel in the said matter. The petitioner has further submitted that despite the factum that there was no condition imposed by this Court vide the impugned order dated 20.09.2005 in FAO No.284/2005 and the respondents were not restrained from withdrawing the said amount, the respondents at their own chose not to get the withdrawal of the decretal amount of Rs.9,13,092/- and to file an application seeking withdrawal of the said amount before the Court and that the respondents filed an application seeking withdrawal of the said amount vide CM No.390/2009 and

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CM(M) 709/2018

Page 4 of 20

notice of the same was issued on 16.01.2009 and the same was allowed by this Court vide order dated 15.05.2009.

10. The petitioner has further submitted that the amount of Rs.9,13,092/- was kept in an interest bearing account by this Court and the withdrawal of the said amount was allowed by this Court along with up to date interest accrued thereon which was also clarified vide order dated 21.08.2009 in FAO No.284/2005. The order dated 15.05.2009 in CM No.390/2009 in FAO No.284/2005 reads to the effect:-

**“32
% 15.05.2009**

***Present: Mr. Asad Alvi with Mr. Faiz Rizvi, Advocate
for appellant.
Mr. Raman Kapur, Advocate for respondents.***

***+ CM No. 390/2009 (for release of amount) In FAO
No.284/2005***

Present is an application under Section 151 CPC wherein prayer is made for release of amount in favour of respondents.

It is submitted that vide order dated 20.9.2005 of this Court, while issuing notice in the appeal to respondents, appellant was directed to deposit amount in terms of award within six weeks and subject to deposit, the execution of the award was stayed. It is stated that the present appeal has been dismissed by this Court vide order dated 4.12.2008. Even SLP filed by the appellant against the said order has also been dismissed. It is prayed that as the award passed by the

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Arbitrator has been upheld, the amount deposited by the appellant be released in favour of respondents.

Counsel for appellant has submitted that execution proceedings for enforcement of award are pending before the court of Sh. Sanjiv Jain, ADJ (C) in Execution No. 340/2008.

Nothing contrary is pointed out by counsel for respondents.

Let the amount deposited before Registrar General of this Court as per order dated 20.9.2005 be released in favour of respondents and the same be adjusted in the execution proceedings pending against the appellant.

Application stands disposed of.”,

and order dated 21.08.2009 in FAO No.284/2005 reads to the effect:-

“Present: None for petitioner.

Mr. Raman Kapur, Advocate for the respondents.

+ FAO 284/2005

This matter has been put up by the Registry for clarification of order dated 15.5.2009 regarding payment of interest which has accrued on the FDR deposited with this court in the present case. Notice was issued to appellant through counsel. Learned counsel for respondents submits that he had also informed counsel for appellant for appearing in the Court today. Despite that none has appeared on behalf of appellant.

Learned counsel for the respondents has pointed out that the amount deposited before the Registrar of this Court has already been ordered to be released in favour of the respondents vide orders dated 15th May, 2009. It is

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stated that interest accrued on the FDR has also to be released in favour of the respondents.

As noted above, no one has appeared on behalf of the appellant to oppose the same.

Let the amount accrued on the FDR be also released in favour of the respondent.”

11. The petitioner submitted that the DH filed the Execution No.9/11 in Tis Hazari Courts on 08.04.2011 and on 05.07.2011 notices were issued in the execution to the petitioner herein i.e. the Judgment Debtor and on 18.11.2011, the petitioner had filed the objections to the execution petition and the said execution petition was dismissed for the non- appearance of the respondent (Decree Holder) on 08.02.2013 and was thereafter restored vide order dated 15.04.2015 on an application filed by the respondent seeking restoration of the execution petition, which was allowed subject to costs of Rs.1,000/- and the matter was directed to be listed for arguments on 15.05.2015.

12. The petitioner has further submitted that on 03.12.2015, fresh calculations were filed by the respondents (Decree Holder) in relation to claim no. 6-B of the Award dated 04.12.2004, but no opportunity was given to the petitioner to file the calculation in terms of the Award. The petitioner has submitted further that objections were filed by the JD on 22.01.2016 for the calculation of the decretal amount. The petitioner i.e. the JD has thus submitted that the impugned order is against the principle of settled law that once the total award amount had been deposited by the JD, the liability of post-award interest had ceased to run and that the DH in this case had taken the benefits of the

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further interest accrued on the deposit of Rs.9,13,092/- that had been made in this Court.

13. The petitioner i.e. the JD has submitted that the statement of account submitted by the DH is erroneous and that the JD is not liable to pay the sum of Rs.16,53,375.70/- to the DH. The petitioner had further submitted that the petitioner had deposited the total award amount in terms of the order dated 20.09.2005 of this Court within a stipulated period of six weeks, which was deposited vide cheque bearing No.040272 dated 28.10.2005. The JD i.e. the petitioner herein has further submitted that notices in FAO No.284/2005 and CM 13564/05 had been duly served on the DH and there was representation also on behalf of the DH before this Court by the counsel.

14. The JD i.e. the petitioner herein has further submitted that the Award in execution has already been satisfied, thus, it is necessary to discharge the petitioner.

15. Reliance was placed on behalf of the petitioner on the verdict of the Hon'ble Supreme Court in ***“Union of India Vs M.P. Trading & Investment” (2015) 10 SCALE 443*** with specific observations in paragraph 2 & 5 thereof to the effect:-

“2.

Ultimately, the objections were rejected on 02.06.2006 and the appeal thereon was also dismissed on 27.09.2006. Placing reliance on the decision of Himachal Pradesh Housing and Urban Development Authority and Anr. v. Ranjit Singh Rana reported in MANU/SC/0207/2012 : (2012) 4 SCC 505, it is

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contended by the learned counsel appearing for the Appellants that once the amount is deposited in Court, there is no liberty to pay interest in terms of the award.

5. In the above facts and circumstances of the case, we are of the view that the Appellants shall be entitled to interest as per award from the date of award till the principal amount was deposited In the High Court on 03.03.2003. From the said date of 03.03.2003 till It was withdrawn, the Respondent shall be entitled only to the Interest accrued on the principal amount in terms of the Fixed Deposit made as per the direction by the High Court.”,

and also on the verdict of the Hon'ble Supreme Court in ***“HP Housing and Urban Development Authority Vs Ranjit Singh Rana”*** (2012) 4 SCC 505 with specific reference to observations in paragraphs 15 & 16 thereof to the effect:-

“15. The word 'payment' may have different meaning in different context but in the context of Section 37 (1) (b); It means extinguishment of liability arising under the award. It signifies satisfaction of the award. The deposit of the award amount into the Court Is nothing but a payment to the credit of the decree-holder. In this view, once the award amount was deposited by the Appellants before the High Court on May 24, 2001, the liability of post-award Interest from May 24, 2001 ceased. The High Court, thus, was not right In directing the Appellants to pay the Interest @ 18% p.a. beyond May 24, 2001.

16. The appeal is, accordingly, allowed in part. The Impugned order of the High Court Is modified and it is directed that the Appellants shall be liable to pay Interest @ 18% p.a. for the post-award period from the date of award until May 24, 2001. After May 24, 2001,

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CM(M) 709/2018

Page 9 of 20

the Appellants are not liable to pay any interest on the award amount under Section 37(l)(b) of the Act.”

16. Reliance was also placed on the verdict of the Hon’ble Supreme Court in ***“Union of India (UOI) vs. Concrete Products and Construction Company and Others” (2014) 4 SCC 416*** to contend to similar effect.

17. The respondents vehemently opposed the prayer made by the petitioner vide the present petition placing reliance on the verdict in ***N.K. Garg and Co.*** (supra).

ANALYSIS

18. In view of the factum that the amount in terms of the Award dated 04.10.2004 pursuant to the objections of the petitioner having been held to be barred by limitation vide order dated 03.08.2005 of the learned ADJ was deposited in terms of order dated 20.09.2005 of this Court in CM No.13564/05 in FAO No.284/05 whereby it was directed that subject to deposit of the amount in terms of the Award within six weeks, the execution of the Award dated 04.10.04 was stayed, it was considered essential by the Court to peruse the records of FAO No.284/05, which have thus been perused in the e-form.

19. The records of FAO No.284/05 indicate that vide order dated 18.07.2006, it was observed as under:-

“18.7.2006

Present: Mr. Asad Alvi, counsel for the appellant.

FAO No. 284/2005

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This matter came up before the Hon'ble Court for the first time on 20.09.2005 and till date either the process fee has not been filed or if filed, it has been returned under objections. Learned counsel for appellant states that respondents are aware of the present proceedings and they have given in writing that they know this fact. However, notice has not been issued by this Hon'ble Court. Last opportunity is granted to the appellant to file the process fee within a week. Thereafter, notice to the respondents, returnable on 5th September, 2006."

20. The proceedings dated 05.09.2006 in FAO No.284/05 are as under:-

" 5.9.2006

Present: None.

FAO No. 284/2005

Once again, process fee was not filed for issuance of notice to the respondents. Nobody is present on behalf of the appellant.

Let the appeal be listed before the Hon'ble Court for further orders on 6th October, 2006."

21. The appearance is indicated to have been put forth on behalf of the respondent to the present petition on 06.10.2006 and the order dated 06.10.2006 in FAO No.284/05 reads to the effect:-

"% 06-10-2006

***+ Present: Mr. Asad Alvi for the appellant.
Mr. Dhiraj for the respondent.***

**** FAO No. 284/2005***

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Rejoinder be filed by the appellant within four weeks. Re-notify on 15th February, 2007

22. The records of the said FAO No.284/05 indicate that the said FAO was dismissed vide judgment dated 04.12.2008. CM No.390/2009 was filed by the respondent to the said FAO No.284/05 arrayed as the respondent no.2 to the present petition also for release of the amount deposited by the appellant in the said appeal which as per averments made in CM No.390/2009 filed by the respondent vide paragraph 4 thereof which reads to the effect:-

“4. That the present appeal was dismissed by this Hon’ble Court on merits on 04.12.2008. Since the appeal of the appellant has been dismissed, the Award dated 04.10.2004 of the learned Arbitrator being upheld, it would be appropriate if the amount deposited by the appellant which is in term of the Award be directed to be released to the respondents.”

which is stated to have been deposited on 29.10.2005 by the appellant vide cheque no. 040272 dated 28.10.2005.

23. Vide order dated 29.04.2009, it is indicated that time was sought on behalf of the appellant qua the said application i.e. CM No.390/2009 filed by the respondent seeking release of the amount and the matter was thereafter taken up on 14.05.2009 and then on 15.05.2009. Vide order dated 15.05.2009, CM No.390/2009 filed by the respondent was disposed of with directions to the effect that the amount deposited before the Registrar General of this Court as per order dated 20.09.2005 be released in favour of the respondent and the

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same be adjusted in the execution proceedings pending against the appellant.

24. The matter was however again taken up on 24.07.2009 in view of the submission made on behalf of the respondent seeking to ascertain about the interest in the matter and the matter was thus re-notified for the date 07.08.2009 on which date, notice was directed to be issued to the appellant through counsel for the date 21.08.2009 on which date, there was no representation on behalf of the appellant i.e. the petitioner herein and in as much as the matter had been put up by the Registry for clarification of order dated 15.05.2009 regarding payment of interest which had accrued on the FDRs deposited with the Court, there being no representation on behalf of the appellant/petitioner herein nor any opposition to the prayer made on behalf of the respondent for release of the interest accrued on the FDR, the amount accrued on the FDR was also directed to be released in favour of the respondent vide order dated 21.08.2009.

25. It is the avowed contention of the respondent that in view of the factum that the amount in terms of the Award dated 04.10.2004 had been deposited by the appellant pursuant to directions dated 20.09.2005 in FAO No.284/05, the said deposit was not unconditional and that the respondent could not thus avail of the amount deposited by the appellant in terms of the order dated 20.09.2005, to which it has been submitted on behalf of the petitioner that there was no condition imposed vide order dated 20.09.2005 on the release of the said amount and it was open to the respondent to avail of the release of the amount

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awarded in terms of the Award dated 04.10.2004 on seeking the release thereof and that thus no interest was liable to be paid by the petitioner after deposit of the amount in the Court as admitted vide the contents of the application dated 09.01.2009 i.e. CM No.390/2009 filed by the respondent vide paragraph 4 thereof to the effect that the said amount of Rs.9,13,092/-, the awarded amount had been deposited on 29.10.2005 by the petitioner.

26. It is essential to advert to the provisions of Order 21 Rule 1 of the CPC, which read to the effect:-

“1. Modes of paying money under decree.—(1) All money, payable under a decree shall be paid as follows, namely:

(a) by deposit into the Court whose duty it is to execute the decree, or sent to that Court by postal money order or through a bank; or

(b) out of Court, to the decree-holder by postal money order or through a bank or by any other mode wherein payment is evidenced in writing; or

(c) otherwise, as the Court which made the decree, directs.

(2) Where any payment is made under clause (a) or clause (c) of sub-rule (1), the judgment-debtor shall give notice thereof to the decree-holder either through the Court or directly to him by registered post, acknowledgment due.

(3) Where money is paid by postal money order or through a bank under clause (a) or clause (b) of sub-rule (1), the money order or payment through bank, as the case may be, shall accurately state the following particulars, namely:—

(a) the number of the original suit;

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(b) the names of the parties or where there are more than two plaintiffs or more than two defendants, as the case may be, the names of the first two plaintiffs and the first two defendants;

(c) how the money remitted is to be adjusted, that is to say, whether it is towards the principal, interest or costs;

(d) the number of the execution case of the Court, where such case is pending; and

(e) the name and address of the payer.

(4) On any amount paid under clause (a) or clause (c) of sub-rule (1), interest, if any, shall cease to run from the date of service of the notice referred to in sub-rule (2).

(5) On any amount paid under clause (b) of sub-rule (1), interest, if any, shall cease to run from the date of such payment:

Provided that, where the decree-holder refuses to accept the postal money order or payment through a bank, interest shall cease to run from the date on which the money was tendered to him, or where he avoids acceptance of the postal money order or payment through bank, interest shall cease to run from the date on which the money would have been tendered to him in the ordinary course of business of the postal authorities or the bank, as the case may be.”,

and as and where the provisions of Order 21 Rule 1(1) of the CPC sub clause (a), (b) & (c) are made applicable in terms of Order 21 Rule 1(1) of the Code of Civil Procedure, 1908 or the provisions of Order 21 Rule 1(2) or Order 21 Rule 1(4) or Order 21 Rule 1(5) would be applicable in terms thereof.

27. Though, undoubtedly in the instant case, the deposit made in the Court by the petitioner is pursuant to the order dated 20.09.2005 in

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FAO No.284/05, it is not in the Court whose duty it was to execute the decree nor was it sent in terms of Order 21 Rule 1(1)(a) to that Court by postal money order or through a bank or any other mode, nor out of Court to the decree holder where payment is evidenced in writing in terms of Order 21 Rule 1(1)(b) of the CPC nor in terms of Order 21 Rule 1(c) of the CPC as it has not been deposited in terms of the order of the Court which made the decree.

28. Nevertheless, the factum that the amount was deposited in terms of the order dated 20.09.2005 in FAO No.284/05 the **Court** in terms of the Order 21 Rule 1(1)(c) of the CPC would have to be extended to the **Court** where the *lis* has further become *subjudice* by filing the appeal against the impugned award. Thus, in terms of the provisions of Order 21 Rule 1(2) of the CPC, it was essential for the JD i.e. the petitioner herein to issue notice to the DH either through the Court or directly to the DH by registered post acknowledgment due and in terms of Order 21 Rule 1(4) of the CPC from the date of service of notice referred to in terms of Order 21 Rule 1 (2) of the CPC, the interest would have to ordinarily cease from the date of service of the said notice. Though, it had been submitted on 18.07.2006 in FAO No.284/05 on behalf of the appellant therein i.e. the petitioner herein that the respondents (DHs) were aware of the proceedings in FAO No.284/05 and had given in writing that they knew this fact but notice had not been issued by the Court and thus, a last opportunity had been granted to the appellant to file the process fee within a week.

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29. The records of FAO No.284/2005 indicate as has already been observed hereinabove that appearance was put forth on behalf of the respondent on the date 06.10.2006 for the first time. The reply, however, that was filed on behalf of the respondent no.1 is dated 25.08.2006 with an affidavit of the respondent no.1 dated 25.08.2006 which states vide the prayer Clause (2) in the reply to the effect:-

“...

(ii) The ex-parte interim stay orders dated 20.09.2005 passed by this Hon'ble Court may kindly be vacated.”,

thus, seeking the vacation of the *ex-parte* interim stay order dated 20.09.2005 *vide which order the execution of the Award dated 04.10.2004 was stayed subject to deposit of the amount in terms of the Award within a period of six weeks.* Apparently thus, through this reply dated 25.08.2006 filed by the respondent no.1, it is indicated that the respondent no.1 was aware at least w.e.f. 25.08.2006, the date of its reply of the deposit of the awarded amount in Court and thus, had implicit notice of the said deposit of the amount in Court. Though, no specific embargo was imposed vide order dated 20.09.2005 to the release of the amount deposited in terms of the Award dated 04.10.2004, the execution thereof was stayed.

30. Thus, as observed hereinabove, in as much as, the respondent no.1 had noticed w.e.f. 25.08.2006 of the deposit of the awarded amount in Court, interest would ordinarily thus, have had to cease to run on the said awarded amount from the date 25.08.2006. However, as observed elsewhere hereinabove vide the order dated **20.09.2005**,

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the execution of the Award had been stayed and that though there was no embargo on the respondents to seek the release of the said amount, in as much as, the execution had been stayed, the amount deposited could *per se* have not been withdrawn by the respondents and thus, the deposit of the awarded amount by the petitioner in terms of order dated 20.09.2005 was not unconditional. However, in view of the factum that the FAO No.284/2005 stood dismissed on 04.12.2008, it is apparent that no interest can run from the said date as there was no embargo on the respondents to seek the release of the awarded amount w.e.f. the said date 04.12.2008.

31. Furthermore, in terms of the verdict of the Hon'ble Supreme Court in ***"P.S.L Ramanathan Chettiar and Ors Vs. O.Rm. P. Rm. Ramanathan Chettiar"* AIR 1968 SC 1047**, the real effect of deposit of money in Court in a litigation is to put the money beyond the reach of the parties pending the disposal of the appeal. Vide paragraphs 12 and 13 of the said verdict, it was observed to the effect:-

"12. On principle, it appears to us that the facts of a judgment-debtor's depositing a sum in court to purchase peace by way of stay of execution of the decree on terms that the decree-holder can draw it out on furnishing security, does not pass title to the money to the decree-holder. He can if he likes take the money out in terms of the order; but so long as he does not do it, there is nothing to prevent the judgment-debtor from taking it out by furnishing other security, say, of immovable property, if the court allows him to do so and on his losing the appeal putting the decretal amount in court in terms of Order 21 rule 1 C.P.C. in satisfaction of the decree.

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13. The real effect of deposit of money in court as was done in this case is to put the money beyond the reach of the parties pending the disposal of the appeal. The decree-holder could only take it out on furnishing security which means that the payment was not in satisfaction of the decree and the security could be proceeded against by the judgment-debtor in case of his success in the appeal. Pending the determination of the same, it was beyond the reach of the judgment-debtor.”

32. In the instant case, it is essential to observe that there was no such permission granted by the order dated 20.09.2005 to the decree holder to withdraw the awarded amount deposited in terms of the order dated 20.09.2004 qua the amount awarded vide award dated 04.10.2004, and thus, apparently, the decree holder, as observed vide observations in para 13 of the ***P.S.L Ramanathan Chettiar*** (supra) could not have withdrawn the amount till disposal of the appeal FAO 284/2015, which was disposed of on 04.12.2008.

33. The verdict of this Court in ***“Kali Charan Sharma Vs. New Okhla Industrial Development Authority” III (2008) BC 565*** is also to the similar effect.

34. The verdicts in ***“Union of India Vs M.P. Trading & Investment”*** (supra) and ***“HP Housing and Urban Development Authority Vs Ranjit Singh Rana”*** (supra) and in ***“Union of India (UOI) vs. Concrete Products and Construction Company and Others”*** (supra) relied upon on behalf of the petitioner are not in facts *pari materia* to the facts of the instant case.

CONCLUSION

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35. Though, there is no infirmity in the impugned order dated 25.05.2018 in Execution No.23611/2016 to the extent that it dismisses the objections of the JD i.e. the petitioner qua the aspect that interest did not cease to run from the date of deposit of the amount in the High Court in terms of the order dated 20.09.2005 of which apparently as observed hereinabove in view of the reply of the respondent no.1, the respondent no.1 had notice of the said deposit at least on the date 25.08.2006 as per the reply in FAO No. 284/2005, nevertheless, in terms of the order dated 20.09.2005 in FAO No.284/2005 as the execution of the Award dated 04.10.2004 had been stayed, it is w.e.f. 04.12.2008 when FAO No.284/2005 was dismissed that interest has to cease to run on the amount awarded in terms of the Award dated 04.10.2004.

36. If there has been any payment of interest beyond the date 04.12.2008 on the awarded amount in terms of the Award dated 04.10.2004, the petitioner is entitled to seek reimbursement of the same.

37. The petition is disposed of accordingly and CM APPL.25140/2018 is also rejected except to the extent as directed hereinabove that the interest in terms of the Award dated 04.10.2004 would be payable from the date 04.12.2008 when FAO No.284/2005 was dismissed. The orders dated 13.06.2018 and 16.07.2018 in the present petition i.e. CM (M) 709/2018 are modified accordingly.

ANU MALHOTRA, J.

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Page 20 of 20