

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

INTERIM APPLICATION NO.693 OF 2025
IN
COMMERCIAL EXECUTION APPLICATION NO.32 OF 2024

SHILPI CONSTRUCTIONS PROPRIETOR)
MR.GADDIGAIAH R KURUDIMATH)...APPLICANT

IN THE MATTER OF :
SHILPI CONSTRUCTIONS)...DECREE HOLDER

V/s.

CHARTERED HOTELS PVT. LTD.)...JUDGMENT DEBTOR

Mr.Pradip Kadam a/w Mr.Hemant H, Advocate for the
Applicant/Decree Holder.

Mr.Kalpesh Joshi a/w Ms.Nisha Shah, Mr.Amar Parab i/b Kalpesh Joshi
Associates, Advocates for the Respondent/Judgment Debtor.

CORAM : ABHAY AHUJA, J.

DATE : 15th JULY 2025

PC. :

1. This Interim Application seeks execution of award dated 2nd May, 2013. When the matter is called out, Mr.Pradip Kadam, learned Counsel appears for the Applicant and submits that the total amount due and payable to the Applicant as on the date of application is Rs.4,50,61,903/- and that till date no payment has been made.

2. Mr.Kadam, learned Counsel for the Applicant submits that the Petition under Section 34 of the Arbitration and Conciliation Act, 1996 has been dismissed and against the said dismissal an Appeal under Section 37 of the Arbitration and Conciliation Act, 1996 has been filed and the same has also been admitted. However, there is no stay on the execution of the award. That this Court had recorded these facts even while making the notice under Order 21 Rule 22 of the Code of Civil Procedure, 1908 (“CPC”) absolute on 14th November, 2024. That therefore, this Court today direct the Managing Director and/or Company Secretary and/or any other responsible officer to make disclosure of assets of the Judgment Debtor Company and that the said officer also be orally examined with respect to any debt owed to the Judgment Debtor or properties owned by the Judgment Debtor and also with respect to the means of satisfying the award.

3. Mr.Kalpesh Joshi, learned Counsel appears for the Judgment Debtor and submits that while he has no objection to file disclosure affidavit and no objection in making payment of the principal amount of Rs.1,64,12,800/-, but instead of 16% interest awarded on the said amount a lump sum amount of interest plus legal costs be considered to settle the matter.

4. Learned Counsel submits that the said offer to settle is without prejudice to the the rights and contentions of the Judgment Debtor in the Appeal that has been admitted.

5. Having heard the learned Counsel and having considered the submissions, this Court directs the Managing Director of the Judgment Debtor to file an affidavit in terms of prayer clause (a) which reads thus:

“a. That this Hon’ble Court be pleased to direct the Judgment Debtor to file an affidavit of the Managing Director and/or Company Secretary and/or any other responsible officer disclosing the particulars of the assets of the Judgment debtor.”

6. Let affidavit of disclosure on oath in terms of prayer clause (a) be filed by the Judgment Debtor within a period of four weeks.

7. List on **26th August, 2025**.

8. The Parties are at liberty to amicably settle the matter.

(ABHAY AHUJA, J.)