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

\+ OMP (ENF.) (COMM.) 78/2019 & EX.APPL.(OS) 59/2020, EX.APPL.(OS) 3770/2022, EX.APPL.(OS) 124/2025

CHIRAJ STOCK & SECURITIES PVT. LTD. .....Decree Holder

Through: Mr. Vivekanand, Adv.

versus

UNION OF INDIA .....Judgement Debtor

Through: Ms. Uma Prasuna Bachu, SPC

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

<u>O R D E R</u>

% 08.10.2025

1. This is a petition filed under Section 36 of the Arbitration and Conciliation Act, 1996 seeking enforcement of the Arbitral Award dated 23.05.2018.
2. Mr. Vivekanand, learned counsel appearing on behalf of the decree-holder, states that most of the amounts have been released in the favour of the decree-holder, except for the amount of security as mentioned in Claim No. 9 in the form of Fixed Deposit Receipt ("***FDR***") and the balance principle amount lying with the judgment-debtor.
3. Ms. Bachu, learned counsel for the judgment-debtor, states that the appeal against Arbitral Award, filed under Section 37 of Arbitration and Conciliation Act, 1996 in F.A.O.(OS)(COMM.) 144/2024 is pending before the Division Bench and the next date of hearing is 02.03.2026. It is admitted that no stay has been granted in the appeal.
4. From a reading of Claim No. 9 it is evident that the said claim was for

return of performance guarantee bond in the form of bank guarantee which was later on replaced with FDR.

5. A perusal of the findings of the learned Arbitrator shows that the bank guarantee was not released to the decree-holder as the decree-holder had not signed a No Claim Certificate. It is also to be noted that the decree-holder could not have signed a No Claim Certificate as the decree-holder intended to raise disputes and the same were to be adjudicated by the learned Arbitrator. The challenge has already been dismissed in the petition under Section 34 of the Arbitration and Conciliation Act, 1996 and in the appeal, there is no stay.

6. In view of the aforesaid facts, there is no justifiable reason for the judgment-debtor to withhold the bank guarantee, which was later on replaced with a FDR.

7. The same shall be released to the decree-holder within a period of 8 weeks from today.

8. Mr. Vivekanand, learned counsel, states that the calculation dated 17.07.2025 handed over today in Court by the judgment-debtor is acceptable to the decree-holder and the said amount be paid to the decree-holder.

9. Subject to the decree-holder furnishing security to the satisfaction of the Registrar-General, Delhi High Court for balance principal amount with up to date interest, the amount shall be released to the decree-holder within a period of 8 weeks from today.

10. With aforesaid directions, the petition is disposed of subject to any orders which shall be passed by the Division Bench and with liberty to revive, if required.

11. The calculation sheet handed over in Court today is taken on record.

JASMEET SINGH, J

OCTOBER 8, 2025/sp