

23.02.2026
SL No.23
Court No.6
(gc)

CO 3153 of 2025

**Master Capital Services Ltd.
Vs.
Sajjan Kumar Gupta**

Mr. Subhankar Nag,
Mr. Dwaipayan Basu Mallick,
Ms. Arpita Goswami,
Ms. Puja Bera

.....for the Petitioner.

Mr. Debajyoti Basu, Sr. Adv.,
Mr. Shamba Chakraborty

...for the Opposite Party.

1. The revisional application is allowed.
2. The learned Judge, Commercial Court at Alipore directed that execution of the award will remain stayed subject to deposit of a sum of Rs.37,28,044/- by the petitioner in the form of a renewable bank guarantee in favour of the opposite party, within 15 days from the date of passing of the order and the said bank guarantee shall be deposited before the learned Registrar, Civil Courts, District Judges' Court at Alipore.
3. Mr. Nag, learned Advocate for the petitioner submits that the Master Circular for Online Dispute Resolution dated July 31, 2023, stated that if the market participants wanted to challenge an arbitral award, then 100% of the amount payable in terms of the arbitral award should be deposited with the MII, prior to

initiation of any challenge. Clause 24 of the said Circular provided that, upon issuance/pronouncement of the arbitral award, the party against whom the award had been passed would be required to submit its intention to challenge the award under Section 34 of the Arbitration and Conciliation Act, 1996 within 7 calendar days in the ODR Portal for onward notification to the parties in whose favour the arbitral award had been passed and also to the relevant MII. The Circular further provided that, in the course of such challenge, if stay was not granted within three months from the date of receipt of the award, complete adherence to the terms of the arbitral award must be done.

4. Accordingly, the petitioner deposited the money with the MII and prayed for stay of the award. The prayer for stay, in my view, should have been granted upon the Court being satisfied that the deposit was made with the MII. Instead, the learned Court proceeded on the basis of Section 36(3) of the 1996 Act and directed that, as the award was for a money decree, the money was required to be secured and the provisions of the Code of Civil Procedure should be followed. In my view, all that the learned Court ought to have done was to verify whether the awarded sum was deposited with the MII or not. Further direction for filing a renewable bank

guarantee for the entire awarded sum was erroneous and as such, the order impugned stands set aside.

5. Deposit made with the MII will be treated as sufficient compliance of Section 36(3) of the 1996 Act and the Court shall proceed to deal with the application for setting aside of the award.
6. The execution of the award is stayed till the disposal of the application under Section 34 of the said Act. The learned Court shall expedite the hearing of the application for setting aside of the award.
7. Accordingly, the revisional application is disposed of.
8. There shall be no order as to costs.
9. Parties are to act on the server copy of this order.

(Shampa Sarkar, J.)