

ORDER SHEET

OD-5 & 6

IN THE HIGH COURT AT CALCUTTA
CIVIL APPELLATE DIVISION
ORIGINAL SIDE

IA NO. GA/1/2026
WITH
EC/132/2012
In
APOT/47/2026

STATE OF WEST BENGAL
Vs
M/S. B.B.M. ENTERPRISES

AND

IA NO. GA/1/2026
WITH
EC/133/2012
In
APOT/48/2026

STATE OF WEST BENGAL
Vs
M/S. B.B.M. ENTERPRISES

BEFORE:
THE HON'BLE JUSTICE DEBANGSU BASAK
-AND-
THE HON'BLE JUSTICE MD. SHABBAR RASHIDI
Date: 16th April, 2026.

Appearance:

Mr. Sudip Deb, Sr. Adv.
Ms. Noelle Banerjee, Adv.
Mr. Paritosh Sinha, AoR.
Mr. Arindam Mandal, Adv.
Ms. Swagata Ghosh, Adv.
...for the appellant.

Mr. Aniruddha Mitra, Sr. Adv.
Ms. Nilanjana Adhya, Adv.
...for the respondent.

The Court: Two appeals are taken up for analogous hearing as they involve the same issues and are between the same parties.

Appeal is directed against a judgment and order dated January 28, 2026 passed in GA 4 of 2025 in EC/132/2012 and GA 4 of 2025 in EC/133/2012.

Appellant suffered two several awards. Both the awards were put into execution in execution proceedings being EC No.132 of 2012 and EC No.133 of 2012. In both the execution proceedings, two several orders dated April 21, 2025 were passed in the two individual execution proceedings. Relevant portions of the orders dated April 21, 2025 are as follows:

"11. During the hearing, Mr. Mitra, Senior Advocate appearing on behalf of the award-holder in his usual fairness submitted that even though the award holder is entitled to interest upto date i.e. 31st March, 2025, the award holder is ready and willing to accept an amount of Rs.52,86,219/- as full and final settlement and forego the balance amount on account of interest provided that the said amount is paid by 31st May, 2025. In this connection, the award holder relied on a fresh calculation particulars of which are set out below:

1.	Total Amount as on 31.10.2020 (as per calculation of Judgement Debtor)	Rs. 4,13,60,553.00
2.	Add Interest @ 15% p.a. on Rs.4,13,60,553.00 from 01.11.2020 to 07.09.2021 i.e. for 311 days.	Rs. 52,86,219.00
3.	Sum as on 08.09.2021	Rs. 4,66,46,772.00
4.	Less:- Payment received from: Judgement Debtor through ECS.	(-) Rs. 4,13,60,553.00
5.	Balance Amount as on 08.09.2021	Rs. 52,86,219.00
6.	Add:- Interest @ 15% p.a. on Rs. 52,86,219.00 from 10.09.2021 to 31.03.2025 for 1299 days.	Rs. 28,21,428.00
7.	Final Amount Receivable as on: 31.03.2025	Rs. 81,07,647.00

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14. In view of the above, the State is directed to make payment of the amount of Rs.52,86,219/- being the balance

interest component by 30th May, 2025. This is in full and final settlement of the dues of the award holder. In default, the State would pay the interest component @ 15% per annum on Rs.52,86,219/- from 8th September, 2021 till the date of actual payment in terms of the award and the above concession granted to the State would stand withdrawn. Liberty is granted to the award-holder to file an appropriate application in accordance with law in case of default of the above directions.”

The award-debtors filed two applications in the execution proceedings seeking modification of the order dated April 21, 2025. Those two modification applications were disposed of by the impugned judgment and order.

Awards were for specified amount along with interest as recorded therein. As on April 21, 2025 the parties agreed that, interest compounded on the award was Rs.52,86,219/-. On the concession of the award-holder, the award-debtor was permitted to pay the sum of Rs.52,86,219/- in full and final settlement and to forego the balance amount on account of interest profit, such sum was paid by May 31, 2025.

Amount of Rs.52,86,219/- was not paid by May 31, 2025. It was paid subsequently. It is then that, the award-debtor made two applications for modifications.

We are concerned more with paragraph 14 of the order dated April 21, 2025, which, in our view, proceeds to re-write the award. It directs the interest to be paid on a particular sum which, cannot be the sum as that of the award. Question, therefore, allowing a modification of the order dated April 21, 2025 does not arise.

Award holder can give up a portion of its claim as done in these appeals and recorded in the orders dated April 21, 2025. Paragraph 11 of such orders which records the concession given by the award-holder does

not record that in default of payment there would be interest liability. Interest liability on default of the sum specified was introduced in paragraph 14 which tantamount to rewriting the award by the executing court.

In such circumstances, the judgment and order dated January 28, 2026 including the observations made in paragraph 11 thereof are set aside.

APOT/47/2026 and APOT/48/2026 both are disposed of along with all pending applications, accordingly, without any order as to costs.

(DEBANGSU BASAK, J.)

(MD. SHABBAR RASHIDI, J.)