VED PRAKASH DEWANGAN
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CGHC010027442023 2026:CGHC:45651

NAFR

HIGH COURT OF CHHATTISGARH AT BILASPUR

WP227 No. 55 of 2023

Reserved for Orders on 21/08/2026

Order delivered on 28/10/2026

Raipur Municipal Corporation Through Its Commissioner, Near Mahila Police Thana, Gandhi Maidan, Raipur District Raipur (Chhattisgarh).....Judgment Debtor

... Petitioner

versus

1 - M/s Associated Software Consultancy A Registered Partnership Firm, Nagpur Road Camp, Amravati (Mh) District Amravati (Mh) Through Its Constituted Attorney, Mr. Umesh Borkhade, Aged About 53 Years, R/o Nagpur Road Camp Amravati, Tehsil And District Amravati (Mh).....Decree/ Award Holder

2 - Hdfc Bank Limited, Through Its Branch Manager, First Floor, Raipur Municipal Corporation Building, White House, Near Mahila Thana, Raipur (Chhattisgarh)

3 - Kotak Mahindra Bank, Through Its Branch Manager, Satpal Chambers, Behind Police Headquarters, Near Dhand Compound, Civil Lines, Raipur (Chhattisgarh)

Respondents

(Cause title taken from Case Information System)

For Petitioner	:	Mr. Sourabh Sharma, Advocate along with Mr. Sourabh Gupta, Advocate
For Respondent	:	Mr. Harish Dangre, Advocate, assisted by Mr. Vikram Dixit, Advocate

Hon'ble Shri Ravindra Kumar Agrawal, Judge

C.A.V. Order

1. The petitioner has filed this writ petition under Article 227 of the Constitution of India, challenging the orders dated 29.11.2022, 11.01.2023, and 13.01.2023 passed by the learned Commercial Court (District Judge Level), Nava Raipur, in Execution Case No. 07 of 2020, and has claimed the following reliefs:-

> "10.1) This Hon'ble Court may kindly be pleased to call for the entire records of the present case for the kind perusal of this Hon'ble Court.
>
> 10.2) This Hon'ble Court may kindly be pleased to quash the impugned order dated 29.11.2022 (Annexure P-10) and the consequential proceedings including the orders dated 11.01.2023 (Annexure P-16) and 13.01.2023 (Annexure P-17) in Execution Case No. 07 of 2020 pending before the learned Commercial Court (District Level), Nava Raipur (C.G.)
>
> 10.3) This Hon'ble Court may further kindly be pleased to direct the respondent banks to release the attached bank accounts of the petitioner corporation without deducting any amount whatsoever vide orders dated 29.11.2022, 11.01.2023 and 13.01.2023.
>
> 10.4) Cost of the petition may also kindly be granted to the petitioners.
>
> 10.5) Any other relief which this Hon'ble Court deems fit and proper may also kindly be granted to the petitioners, in the interest of justice."

2. The brief facts of the case are that the petitioner, a statutory body constituted under the Madhya Pradesh Municipal Corporation Act, 1956, invited tenders for the work of mapping, surveying and tax

assessment through geographical information systems. The respondent, being the successful tenderer, was awarded the work, and an agreement was executed between the parties on 18.02.2002. Disputes arose during the execution of the work, which were referred to a sole arbitrator. The learned sole arbitrator passed an award dated 07.04.2018 in favour of the respondent, allowing its claim for a sum of Rs. 2,27,79,729/- along with interest at the rate of 9% per annum and other reliefs. The petitioner initially challenged the arbitral award before the High Court; however, the proceedings were withdrawn vide order dated 15.05.2019 with liberty to file a duly constituted appeal. Thereafter, the petitioner preferred an appeal before the learned Commercial Court on 23.07.2021, which was dismissed on 07.05.2022 on the ground of delay. The challenge to the said order before the High Court as well as the subsequent challenge before the Supreme Court also failed, the respective orders having been passed on 27.07.2022 and 13.12.2022.

3. In the meantime, the respondent initiated execution proceedings in respect of the arbitral award before the learned Commercial Court on 08.12.2020 and subsequently filed an application on 06.05.2022 seeking attachment of the petitioner's bank accounts. The petitioner filed objections under Section 47 of the Code of Civil Procedure, 1908, on 02.06.2022, contending, inter alia, that the arbitral award suffered from errors committed by the learned sole arbitrator. After considering the reply filed by the respondent, the learned Commercial Court, vide order dated 29.11.2022, dismissed the petitioner's objections and directed the respondent banks to attach the petitioner's bank accounts to the extent of Rs. 7,00,00,000/-. The petitioner's subsequent

application seeking recall of the said order was followed by an order dated 16.12.2022, whereby the learned Commercial Court directed the respondent banks to remit the aforesaid amount by demand draft to the Court. Challenging the orders dated 29.11.2022 and 16.12.2022, the petitioner approached this Court, which, vide order dated 02.01.2023, granted liberty to the petitioner to raise objections before the learned Commercial Court regarding its jurisdiction to proceed with the execution of the arbitral award. Pursuant thereto, the petitioner filed an application on 07.01.2023 raising objections to the execution proceedings; however, the same was dismissed by the learned Commercial Court vide order dated 11.01.2023.

4. Thereafter, the learned Commercial Court passed a further order dated 13.01.2023 directing the respondent banks to remit a sum of Rs. 7,29,40,041/- by demand draft in favour of the Court and fixed the matter for 23.01.2023 for receipt of the amount. Aggrieved by the aforesaid orders, particularly the order dated 29.11.2022 dismissing its objections and the consequential orders dated 11.01.2023 and 13.01.2023, the petitioner has preferred the present petition, contending that the attachment and remittance of funds from its bank accounts would adversely affect its functioning as a statutory municipal body. It is pleaded that the funds maintained in the petitioner's bank accounts are earmarked for various public welfare schemes and development projects, and that the petitioner, being accountable for the public exchequer, is required to discharge its statutory obligations towards the citizens. On these grounds, the petitioner seeks setting aside of the impugned orders and the consequential execution proceedings.

5. Learned counsel appearing for the petitioner would submit that the impugned orders passed by the learned Commercial Court are patently illegal, arbitrary and without jurisdiction, as the learned Commercial Court has failed to examine the maintainability of the execution proceedings in the light of the provisions of the Arbitration and Conciliation Act, 1996, the Commercial Courts Act, 2015 and the Code of Civil Procedure, 1908. It is submitted that the learned Commercial Court has dismissed the petitioner's objections in a cryptic and laconic manner without properly considering the nature of the dispute and the statutory scheme governing the execution of an arbitral award. The petitioner is a statutory municipal corporation constituted for the purpose of providing civic amenities and carrying out welfare activities for the residents of the city, and is not a private commercial entity engaged in business for earning profits. Therefore, the attachment of its bank accounts and the direction to remit a substantial amount of public funds would seriously impair its ability to discharge statutory functions and implement various public welfare schemes and development projects.

6. He would further submit that the execution application was instituted by respondent No.1 on 08.12.2020, whereas the petitioner had not instituted any proceedings under Section 34 of the Arbitration and Conciliation Act, 1996, before the learned Commercial Court. It is further submitted that the mere fact that the arbitral award arose out of a commercial dispute would not, by itself, confer jurisdiction upon the learned Commercial Court to entertain the execution application. Referring to the definition of the expression “application” under Section 2(1)(b), as well as the provisions of Sections 10(3) and 15(2)

of the Commercial Courts Act, 2015, learned counsel would submit that the jurisdiction of the Commercial Court must be determined with reference to the nature of the proceeding and the statutory provisions applicable to it. According to the petitioner, the execution of the arbitral award was required to be undertaken by the competent principal civil court of original jurisdiction in accordance with the applicable provisions of law, and the learned Commercial Court could not assume jurisdiction merely because the underlying dispute was commercial in nature.

7. It is further submitted that the learned Commercial Court has failed to appreciate the effect of Section 15(2) of the Commercial Courts Act, 2015, which, according to the petitioner, does not authorise the transfer or entertainment of every execution proceeding merely on the ground that the underlying dispute is commercial in nature. Reliance is placed upon the judgment of this Court in **South Eastern Coalfields Limited v. Padam Kumar Singhaniya**, reported in AIR Online 2018 Chh 1199, and it is submitted that the said decision supports the petitioner's objection regarding the jurisdiction of the learned Commercial Court to entertain the execution application. It is further submitted that the dismissal of the petitioner's challenge to the arbitral award on the ground of limitation cannot, by itself, dispense with the requirement that the execution proceedings must be entertained by a court having jurisdiction in law. In support of the submission concerning a liberal approach towards delay in proceedings involving State instrumentalities, learned counsel places reliance upon **State of Nagaland v. Lipok Ao**, reported in (2005) 3 SCC 752. It is, therefore, prayed that the impugned orders dated 29.11.2022, 11.01.2023 and

13.01.2023 be set aside and the consequential proceedings for attachment and remittance of the petitioner's bank funds be quashed.

8. Per contra, learned counsel appearing for respondent No.1 would submit that the present petition is devoid of merit and the impugned orders passed by the learned Commercial Court do not suffer from any illegality or jurisdictional error warranting interference under Article 227 of the Constitution of India. It is argued that respondent No.1 was awarded the contract for mapping, surveying and tax assessment of Raipur City pursuant to the agreement dated 18.02.2002 and, upon completion of the work, the petitioner failed to pay the outstanding dues. The disputes were referred to arbitration, culminating in the award dated 07.04.2018, whereby the learned sole arbitrator directed the petitioner to pay Rs. 2,27,79,729/-, together with interest at the prescribed rates and costs. He would further submit that the petitioner unsuccessfully challenged the award, as its application under Section 34 of the Arbitration and Conciliation Act, 1996, along with the application for condonation of delay exceeding 1200 days, was dismissed by the learned Commercial Court on 07.05.2022. The said order was unsuccessfully challenged before this Court and thereafter before the Hon’ble Supreme Court. Consequently, the arbitral award has attained finality, and the petitioner cannot use the execution proceedings to reopen the issues that stood concluded in the arbitration proceedings.

9. Learned counsel would further submit that respondent No.1 instituted execution proceedings on 08.12.2020 under Order 21 Rule 11 of the Code of Civil Procedure, 1908, read with Section 36 of the Arbitration

and Conciliation Act, 1996, before the learned Commercial Court, seeking enforcement of the arbitral award. It is submitted that the claim arose out of a commercial contract and involved an amount exceeding the specified value under the Commercial Courts Act, 2015. Therefore, the learned Commercial Court was competent to entertain the execution proceedings in view of the statutory scheme of the Commercial Courts Act, particularly Sections 2(1)(b), 2(1)(c) and 10 thereof, read with Sections 34 to 36 of the Arbitration and Conciliation Act, 1996. Learned counsel would submit that the provisions relating to the jurisdiction of Commercial Courts must be construed harmoniously with the provisions governing the enforcement of arbitral awards, and the mere fact that no proceeding under Section 34 of the Arbitration and Conciliation Act, 1996, was pending before the learned Commercial Court at the time of institution of the execution proceedings would not divest it of jurisdiction to enforce an award arising out of a commercial dispute of specified value. Reliance is placed upon **Ess Kay Fincorp Limited v. Suresh Choudhary and another**, reported in 2020 (1) RLW 93 (Raj.), and **Delhi Chemical and Pharmaceutical Works Pvt. Ltd. and another v. Himgiri Realtors Pvt. Ltd. and another**, reported in 2021 SCC OnLine Del 3603, in support of the submission that Commercial Courts have jurisdiction to entertain execution proceedings arising out of commercial disputes.

10. It is also submitted that the petitioner's objection under Section 47 of the CPC, was rightly rejected by the learned Commercial Court on 29.11.2022, as the objections raised therein substantially sought to re-agitate the grounds on which the arbitral award had already been

challenged. Once the petitioner's challenge to the award had failed on account of the rejection of its application for condonation of delay, followed by dismissal of the appellate proceedings, the petitioner could not circumvent the finality of the award by raising the same objections in execution. It is further contended that the petitioner participated in the execution proceedings from the outset, sought repeated opportunities to deposit the awarded amount, and even filed an application seeking stay of execution on the ground that proceedings under Section 34 of the Arbitration Act, had been initiated. However, the objection to the jurisdiction of the learned Commercial Court to execute the award was raised for the first time only after the petitioner challenged the attachment orders before this Court in W.P. (227) No. 817 of 2022. The subsequent jurisdictional objection was an afterthought intended to delay the execution of an award passed as far back as 07.04.2018 and to deprive the award-holder of the fruits of the arbitration proceedings. The learned Commercial Court, therefore, rightly rejected the said objection by order dated 11.01.2023, and the consequential order dated 13.01.2023 directing remittance of the attached amounts was merely in furtherance of the lawful execution proceedings.

11. He would further submit that the petitioner's plea that attachment of its bank accounts would adversely affect public welfare activities cannot, by itself, defeat the lawful enforcement of a binding arbitral award. It is submitted that the petitioner, being a statutory municipal corporation, cannot claim immunity from execution merely because the funds maintained in its bank accounts are intended for public purposes, particularly when no sufficient legal basis has been established to

exempt the attached funds from execution. The learned Commercial Court, after granting several opportunities to the petitioner to satisfy the award, was justified in directing attachment of the bank accounts and securing the decretal amount. It is further submitted that the amount of Rs. 7,00,00,000/- and the additional amount recovered from the bank accounts have already been deposited with the learned Commercial Court and kept in fixed deposits pursuant to the interim orders passed by this Court. In these circumstances, the issue regarding the forum competent to execute the award ought not to be permitted to frustrate the respondent's entitlement to the fruits of the award, which has attained finality. Placing reliance upon the order passed by the Hon'ble Supreme Court in **M/s. Chopra Fabricators and Manufacturers Pvt. Ltd. v. Bharat Pumps and Compressors Ltd.**, 2023 (3) SCC 534, learned counsel prays for dismissal of the petition and submits that the interim order restraining disbursal of the award amount be vacated or suitably modified to permit its release in favour of respondent No.1.

12. I have heard learned counsel appearing for the respective parties, considered their rival submissions and perused the documents annexed with the petition.

13. The question for consideration is whether the learned Commercial Court had jurisdiction to entertain and proceed with the execution of the arbitral award dated 07.04.2018, and whether the orders rejecting the petitioner's objections and directing attachment and remittance of the amounts lying in its bank accounts warrant interference under Article 227 of the Constitution of India. The issue has to be examined

with reference to Sections 2(1)(b), 2(1)(c), 10(3) and 15(2) of the Commercial Courts Act, 2015 (in short “Commercial Courts Act”), read with Sections 36 and 42 of the Arbitration and Conciliation Act, 1996 (in short “Arbitration Act”), and the relevant provisions of the Code of Civil Procedure, 1908 (in short “CPC”).

14. On the facts of the present case, it is not in dispute that the arbitral award arose out of a contract for mapping, surveying and tax assessment of Raipur City, and that the amount awarded was Rs. 2,27,79,729/-, besides interest and costs. The dispute, therefore, arose out of a contractual transaction falling within the ambit of a commercial dispute, subject to the statutory requirements of specified value. The execution application was instituted on 08.12.2020, and the petitioner participated in the execution proceedings, sought time to deposit the awarded amount and also sought stay of execution on the ground that it had challenged the award under Section 34 of the Arbitration Act. Its application seeking condonation of delay in challenging the award was rejected on 07.05.2022, and the challenge to that order before this Court and the Hon’ble Supreme Court also failed. The petitioner, therefore, cannot use its objections under Section 47 of the CPC, to reopen the merits of the arbitral award. However, the objection concerning the jurisdiction of the executing court is a distinct question and must be decided independently based on the governing statutory provisions.

15. The objection is founded on the interpretation of Section 10(3) of the Commercial Courts Act. The said provision provides that, where the subject matter of arbitration is a commercial dispute of specified value

and the arbitration is not an international commercial arbitration, applications or appeals arising out of such arbitration under the Arbitration Act, which would ordinarily lie before the Principal Civil Court of original jurisdiction in a district, shall be filed in and heard and disposed of by the Commercial Court having territorial jurisdiction, where such court has been constituted. The expression “application” employed in Section 10(3) is of wide import and does not expressly exclude an application for enforcement of an arbitral award under Section 36 of the Arbitration Act. Once Section 36 provides that an enforceable arbitral award shall be enforced in accordance with the provisions of the CPC, in the same manner as if it were a decree of the Court, the application for its enforcement cannot be viewed as wholly disconnected from the arbitration proceedings from which the award emanated.

16. In **Vijay Cotton and Fiber Company v. Agarwal Cotton Spinning Private Limited**, reported in 2019 SCC OnLine Guj 7075, the Gujarat High Court examined the jurisdiction of the Commercial Court to entertain execution proceedings relating to an arbitral award arising out of a commercial dispute. The Court considered the definition of a Commercial Court under Section 2(1)(b), the jurisdictional provisions under Section 10 and the transfer provisions under Section 15 of the Commercial Courts Act, and held that the Commercial Court constituted at the district level was competent to execute an arbitral award arising out of a commercial dispute. The Court emphasised that the designation of the judicial officer presiding over the Commercial Court does not alter the statutory character of the court constituted under Section 3 of the Act. The said decision supports the

respondent's stand that the enforcement of an arbitral award arising out of a commercial dispute falls within the jurisdiction of the competent Commercial Court.

17. The aforesaid view finds support in **Ess Kay Fincorp Limited v. Suresh Choudhary and another**, reported in 2020 (1) RLW 93 (Raj.), particularly the discussion concerning Sections 10(3) and 15(2) of the Commercial Courts Act, 2015. The Rajasthan High Court held that:-

> “17. A conjoint reading of Section 10(3) and 15(2) of the Commercial Courts Act makes it clear that an application under Section 36 of the Arbitration Act, seeking execution of award, satisfies the requirement of "being application arising out of such arbitration under the provisions of the Act of 1996". If such application is pending before any Principal Civil Court of original jurisdiction in a district, the same shall be transferred to Commercial Court exercising territorial jurisdiction over such arbitration where such Commercial Court has been constituted. In view of Section 10(3) of the Commercial Courts Act, since the awards in the present set of cases have been rendered in arbitral proceedings, their execution applications filed under Section 36 of the Arbitration Act having regard to provisions of Section 15(3) of the Commercial Courts Act, which contemplates transfer of all such pending applications to Commercial Court, as a legal corollary thereto, would also be liable to be filed and maintained before the Commercial Court and not the ordinary Civil Court/Principal Court of District Judge.
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> 18. In so far as judgment of Chattisgarh High Court in South Eastern Coalfields Limited v. Padam Kumar Singhaniya, (supra) relied by Mr. Alok Garg, learned counsel for the petitioner is concerned, we are, with great

respect, not inclined to concur with the view taken by that Court that word, "application" mentioned in sub-section (2) of Section 15 of the Commercial Courts Act would only mean an original application and not an application for execution, which is preferred after the award has been delivered. In our considered opinion, there is no warrant for taking such narrow interpretation of Section 15(2) of the Commercial Courts Act. Analogy which the learned Judges of Chhattisgarh High Court have taken from proviso to Section 15(2) of the Commercial Courts Act is that since no suit or application where the final judgment has been reserved by the Court prior to the constitution of the Commercial Division or the Commercial Court, shall be transferred either under sub-section (1) or sub-section (2) of Section 15 of the Commercial Courts Act, therefore, application subsequently filed for execution of the award could also not be entertained by the Commercial Court. However, in our view, that is not the correct interpretation of proviso to Section 15(2) of the Commercial Courts Act, which has been engrafted therein only with a limited purpose of ensuring that cases in which arguments have been heard and judgments reserved, are given finality and not required to be reopened so as not to repeat those proceedings all over again.

19. In view of above, we answer the question of law formulated in the beginning of this judgment in the terms that the Commercial Court constituted under Section 3(i) of the Commercial Courts, Commercial Division and Commercial Appellate Division of High Courts Act, 2015, as defined in Section 2(b) of that Act, would be the only competent Court to execute an arbitral award on a "commercial dispute" passed under the Arbitration and Conciliation Act, 1996 and not the Principal Civil Court having the original jurisdiction in the District i.e. the Court of District and Sessions Judge as defined under Section 2(1)(e) of the Arbitration and Conciliation Act, 1996.”

18. Similarly, in **Arun Kumar Jagatramka v. Ultrabulk A/S**, reported in 2022 SCC OnLine Guj 2767, the Gujarat High Court recognised that the commercial character of a dispute does not disappear merely because the matter has reached the execution stage. The Court held, in the context of execution of a commercial decree, that the jurisdiction of the Commercial Court extends to execution applications relating to commercial disputes of specified value. These decisions lend support to the interpretation that the statutory expression "applications" should not be narrowly construed so as to exclude enforcement proceedings arising from commercial arbitration and held that:-

> "13. It is entirely germane to notice and note at the outset that in earlier application Exhibit 19 filed by the judgment-debtor before the executing court, the prayer was to transfer the captioned proceedings to a court of competent jurisdiction by declaring that this Commercial Court has no inherent jurisdiction to entertain, try and decide the execution proceedings, since the dispute was not a "commercial dispute" as defined in Section 2(1)(c) of the Commercial Courts, Commercial Division and Commercial Appellate Division of High Courts Act, 2015. The very ground mainly that the alleged personal guarantee did not make the dispute fall in any of the categories to attract the definition of the 'Commercial Dispute' under Section 2(1)(c) of the Commercial Courts Act. The ground was also canvassed that the application could not be said to be arising out of the proceedings of Commercial Court as the dispute before the English Court was also not 'commercial claim' hence the jurisdiction of Commercial, Courts under Section 6 of the Commercial Courts Act, 2015, will not have any play.

14. The aforesaid ground that the dispute is not commercial dispute within the meaning of the definition of the Act, 2015, was not only rejected but the Division Bench of this Court while dismissing the petition involving challenge to the rejection of the application Exhibit 19, the court answered the aspect observing that the liability of the petitioner was based on the maritime claim which was a commercial dispute and the personal guarantee which has been given by the petitioner raised a commercial dispute, which arose before and was tried by the English Court. The Division Bench thereafter recorded the following findings, (Para 12)

> "It clearly appears from the record that the decree has become final as the petitioner has not been able to point out before this Court that it has been challenged by the petitioner before the competent appellate jurisdiction, which has become final in November 2017 and thereafter, the respondent herein has preferred an application for its execution before the competent court. The contention raised by the learned counsel for the petitioner that the Commercial Court at Rajkot (now Jamnagar) has no jurisdiction is totally meritless."

15. It was further held, (Para 12)

> .....even considering the definition of the word "commercial dispute", the execution petition is maintainable before the Commercial Court having jurisdiction, i.e., originally Rajkot and now Jamnagar. What is sought to be executed by the respondent is a maritime claim as per decree by the Commercial Court at England and therefore, the dispute in the present matter is a commercial dispute as rightly held by the Commercial Court at Rajkot in all four, circumstances as narrated in the impugned judgment."

* * *

> 38. The jurisdiction of the commercial court under Section 6 of the Commercial Courts Act extend to try all suits and applications relating to commercial dispute of specified value. The word 'specified value' has been defined under Section 2(i) of the Commercial Courts Act. The word 'applications' under Section 6 would include execution applications and also proceedings relating to commercial dispute of specified value. The jurisdiction of the commercial court therefore necessarily extends to the execution application arising from the judgment and decree of the commercial court.
>
> 39. There remains hardly any substance in the submission that since the provisions relating to execution were not amended while amending certain provisions of CPC as per the Section 16 of the Commercial Courts Act, the commercial court does not have the jurisdiction to try and decide the execution petitions. Merely because there is no amendment in relation to the execution provisions brought about and certain other provisions of CPC were amended to be applied to the commercial suits, it would not mean or imply that the commercial court does not have the power to execute."

19. The same interpretation has been adopted by the Andhra Pradesh High Court in **Obulapuram Mining Company Pvt. Ltd. v. R.K. Mining Private Ltd.**, reported in 2023 SCC OnLine AP 2031, and by the Allahabad High Court in **Bharat Petroleum Corporation Ltd. v. Anoop Kumar Modi**, reported in 2023 SCC OnLine All 4234.

20. Further, in **Abraham Memorial Education Trust v. Prodigy Development Institution Pvt. Ltd.**, reported in 2025 SCC OnLine Kar 1219, the Karnataka High Court considered the maintainability of

execution proceedings before a Commercial Court in the context of an arbitral award. The Court examined the statutory framework of the Commercial Courts Act and the Arbitration Act and declined to accept the narrow interpretation that execution proceedings fall outside the jurisdiction of the Commercial Court. The decision discusses the contrary line of authorities, including the decision of this Court in **South Eastern Coalfields Limited v. M/s. Tirupathi Constructions**, reported in 2018 SCC OnLine Chh 63. The Karnataka High Court did not agree with the narrow interpretation that execution proceedings are excluded from the statutory scheme merely because Section 10 does not separately prescribe the procedure for execution. The decision thus supports the respondent's submission that the expression “applications arising out of arbitration” in Section 10(3) includes applications for enforcement of arbitral awards.

21. The decision of this Court in **M/s. Tirupathi Constructions** (supra), requires separate consideration. The said matter arose from an application under Section 15(5) of the Commercial Courts Act, seeking transfer of a pending execution application from the Principal Civil Court to the Commercial Court. The issue in the present case, however, concerns an execution application instituted directly before the Commercial Court on 08.12.2020. The distinction between a proceeding seeking transfer of an execution application already pending before an ordinary civil court and an execution application instituted directly before a Commercial Court is material. The decision in Tirupathi Constructions must, therefore, be considered in the context of the question that arose for determination therein, while examining the present objection primarily with reference to Section

10(3) of the Commercial Courts Act. The fact that the petitioner relies upon the said decision does not, by itself, resolve the distinct question of direct institution of execution proceedings before the Commercial Court.

22. So far as Section 15(2) of the Commercial Courts Act, 2015, is concerned, the provision principally deals with the transfer of suits and applications relating to commercial disputes of specified value that were pending before the specified courts when the Commercial Court was constituted. The present execution proceedings were instituted on 08.12.2020, and the petitioner has not demonstrated that they were transferred to the Commercial Court under Section 15(2). The jurisdictional question, therefore, cannot be determined merely by examining whether an execution application is transferable under Section 15(2); it must also be examined under Section 10(3), which independently deals with applications and appeals arising out of domestic arbitration involving commercial disputes of specified value. The two provisions operate in different contexts and must be read harmoniously. In the present case, the transaction was a contract for mapping, surveying and tax assessment of Raipur City. The amount awarded was Rs. 2,27,79,729/-, together with interest and costs. The nature of the transaction and the amount involved indicate that the dispute falls within the ambit of a commercial dispute of specified value, subject to the applicable statutory requirements. The execution application was accordingly maintainable before the Commercial Court having the requisite territorial jurisdiction. The petitioner's contention that the Commercial Court lacked jurisdiction merely because no application under Section 34 of the Arbitration Act, was

pending before it when the execution proceedings were instituted cannot be accepted. Section 10(3) does not make the jurisdiction of the Commercial Court to entertain an execution application dependent upon the pendency of a challenge to the arbitral award before that court.

23. The objection that the petitioner is a statutory municipal corporation and that attachment of its bank accounts would adversely affect public welfare activities also does not, by itself, render the execution proceedings without jurisdiction. The petitioner has referred to the public character of the funds maintained in its bank accounts; however, no blanket immunity from execution can be inferred merely from the statutory status of the judgment-debtor. Any specific exemption applicable to particular funds or property would require examination based on the relevant statutory provision and supporting material. In the absence of an established legal prohibition against attachment of the funds in question, the petitioner's general assertion that the funds are intended for public welfare cannot defeat the respondent's right to enforce an award that has attained finality.

24. It is also relevant to take note that during the pendency of the present writ petition, the State Government, in exercise of the powers conferred under Section 3, sub-sections (1), (1-A), (2) and (3) of the Commercial Courts Act, 2015, constituted and designated the Commercial Courts with specific pecuniary jurisdiction, by the notification dated 20.12.2023. Schedule-III of the said notification deals with the designation of Commercial Court with pecuniary jurisdiction of more than Rs. 50 Lakhs, i.e. Commercial Court (District

Judge Level), Raipur. The notification dated 20.12.2023 and Schedule-III are as under:-

// NOTIFICATION //

F.No. 1439/3830/XXI-B/C.G./23 Naya Raipur, dated 20 DEC 2023

In exercise of the powers conferred by sub-section (1), (1-A), (2) and (3) of Section 3 of the Commercial Courts Act, 2015 (No. 4 of 2016), and in consultation with the High Court of Chhattisgarh and in compliance of Memo No. 14030/III-4-1/2016/Checker, Bilaspur, dated 20th October, 2023, the State Government, hereby, amends this Department's Notification no. 5853/1665/XXI-B/C.G./2016, dated 15.06.2016 and, constitute and designate the following courts as mentioned in column (3) of Schedule I, II and III below as Commercial Courts with specified pecuniary jurisdiction, at zone specified in corresponding entries in column (2), for the area specified in column (4) of the respective table, namely:-

SCHEDULE – III

Existing Commercial Court (District Judge Level), Raipur

Pecuniary value of more than Rupees 50 Lakh (including Arbitration Cases)

SL.	Name of the zone for Commercial Courts	Name of the court to be designated	Territorial Jurisdiction of the commercial court arising in the Civil Districts
(1)	(2)	(3)	(4)
1	Raipur	Commercial Court, Raipur	Entire State of Chhattisgarh

25. It is also relevant that the petitioner participated in the execution proceedings, sought time to deposit the awarded amount and filed an application for stay on the ground that proceedings under Section 34 of the Arbitration Act, had been initiated. Its challenge to the award ultimately failed on account of the rejection of the application for condonation of delay, and the subsequent challenge before this Court and the Hon’ble Supreme Court also failed. The petitioner's objections

under Section 47 of the CPC, substantially sought to reopen issues relating to the correctness of the arbitral award, which had already attained finality. The executing court could not sit in appeal over the award or examine its merits afresh. The subsequent objection to the jurisdiction of the Commercial Court, raised pursuant to the liberty granted by this Court on 02.01.2023, has been examined independently and does not establish that the Commercial Court lacked jurisdiction to entertain the execution application.

26. In view of the statutory scheme and the authorities discussed above, the impugned orders dated 29.11.2022, 11.01.2023 and 13.01.2023 do not warrant interference under Article 227 of the Constitution of India on the grounds urged by the petitioner. The attachment and remittance directions were issued in the course of enforcing an arbitral award that had attained finality, and the petitioner has not established any jurisdictional infirmity warranting supervisory intervention.

27. The petition, therefore, deserves to be and hereby **dismissed**, subject to any specific statutory exemption or legally sustainable objection concerning the particular funds attached, if duly raised and established before the executing court.

28. All the pending Interim applications, if any, stands disposed of.

29. Interim order granted in favour of the petitioner stands vacated.

30. No order as to costs.

Sd/-
(Ravindra Kumar Agrawal)
Judge

ved