

IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION  
ARBITRATION PETITION NO. 537 OF 2025

Prashant Singh

..... PETITIONER

: **VERSUS** :

Whitehat Education Technology  
Pvt. Ltd.

.... RESPONDENT

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**Mr. Naira Jejeebhoy** with Ms. Geetika Kapur i/b. Mr. Biswadeep Chakravarty, for the Petitioner.

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CORAM : SANDEEP V. MARNE, J.

DATED : 17 MARCH 2026.

**P.C. :**

1) This is a post award petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 (**Arbitration Act**) seeking interim measures essentially for securing the awarded amount. After being privately served, Respondents failed to appear before the Court. Therefore, by order dated 22 September 2025, this Court made ad-interim measures in terms of prayer clause (a), (c) and (d) which envisaged securing the awarded amount, filing of Affidavit of Disclosure and injunction from alienating the assets. Thereafter, this Court permitted the Petitioner to serve the Respondents through paper publication and accordingly

Respondents are served through paper publication. However, Respondents have failed to appear before this Court.

2) Ms. Jejeebhoy, the learned counsel appearing for the Petitioner, tenders Affidavit listing assets of the Respondents. She prays for further interim measures in terms of prayer clause (b) directing attachment of the assets. She submits that the parent company of the Respondent is under liquidation and that there is a threat of dissipation of assets for frustrating the Award.

3) The Award has been made in favour of the Petitioner on 30 June 2024. Petitioner has failed to take any steps for enforcement of the Award. The Award has become enforceable. The Award cannot be sought to be enforced by adopting a short-cut method by seeking interim measures under Section 9 of the Arbitration Act. Respondents have refused to obey the ad-interim order dated 22 September 2025. They have neither secured awarded amount nor have they filed Affidavit of Disclosure. In view of this position, making any further interim measures would virtually tantamount to this Court executing the Award. It would therefore be appropriate that Petitioner moves proceedings for enforcement of the Award under Section 36 of the Arbitration Act. It cannot be that Section 9 Court first makes an order for attachment of assets and the Petitioner thereafter moves an application for enforcement of the Award under Section 36 of the Act. The order for attachment of assets can also be made by the Executing Court. Since substantial period of time has elapsed from the date of making of the Award and ad-interim measures made in favour of the Petitioner have not fructified into any positive outcome for the Petitioner, it is inappropriate to keep the present petition pending any further. Instead, it would be appropriate that the

Petitioner seeks enforcement of the Award under Section 36 of the Arbitration Act.

4) Accordingly, the petition is **disposed of** leaving open liberty to the petitioner to file proceedings for enforcement of the arbitral award. Till enforcement of the arbitral award, ad-interim measures granted by this Court vide order dated 22 September 2025 in terms of prayer clause (d) shall continue to operate.

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[SANDEEP V. MARNE, J.]