2026:MHC:4381



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IN THE HIGH COURT OF JUDICATURE AT MADRAS

| Reserved on:22.09.2026 | Pronounced on: 30.10.2026 |
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CORAM

**THE HON'BLE MR.JUSTICE P.B. BALAJI**

**CRP. Nos.5394, 5220 & 5221 of 2026**
**and CMP. Nos.22726 and 22727 of 2026**

**CRP. No.5349 of 2026**

1.M/s.Reha Environ Private Limited,
Formerly known as M/s.Kivar Environ
Private Limited, Represented by its
Authorised Signatory,
Mr.Muralidhar IM, Having its Registered
Officer at No.18C, 1st Main HSR Layout
Sector – 6, Hosur Sarjaput Road, HSR
Layout (Near Silk Board),
Bangalore - 560 034.

2.Puducherry Municipal Services Private
Limited, Represented by its Authorized
Signatory, Mr.Muralidhar I.M.
No.1, Hari Plaza, 8th Cross Street,
Anna Nagar, Puducherry - 605 001.

..Petitioners in
CRP. No.5394 of 2026
..Respondents in CRP.
Nos.5220 & 5221 of 2026

Vs

1. Government of Puducherry,
Represented by its Secretary,
2nd Floor, Office of Chief Secretariat,
No.1, Gubert Avenue, Puducherry.

2.Local Administration Department,
Director, Officer of the Local Administration
Department, Government of Puducherry,
No.2, Eveche Street, Puducherry - 605 001.



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3."POMS" Comprising of
(a) The Commissioner Office of Puducherry Municipality, No.1, Dumas Street, Puducherry - 605 001.

(b) The Commissioner,
Office of Oulgaret Municipality,
Government of Puducherry,
Jawahar Nagar, Opposite to Town and Country Planning Department,
Puducherry - 605 001.

(c) The Commissioner,
Office of Villianur Commune Panchayat,
Government of Puducherry,
Villupuram Main Road,
Villianur, Puducherry.

(d) The Commissioner,
Office of Ariyankuppam Commune Panchayat, Government of Puducherry,
Cuddalore Main Road, Ariyankuppam,
Puducherry.

4. Puducherry Urban Development Agency,
Project Director, Office of Puducherry Urban Development Agency, No.2, Eveche Street,
Puducherry - 605 001.

..Respondent(s) in CRP. No.5394 of 2026 and
..Petitioners in CRP. Nos.5220 & 5221 of 2026

**PRAYER in CRP. No.5394 of 2026:** This Civil Revision Petition is filed under Article 227 of the Constitution of India, to set aside the Common Order dated 27.07.2026 in E.P. No.37 of 2024 passed by the learned Principal District Judge, Puducherry insofar as it dismisses the execution petition as against the Judgment Debtors No.1, 2 and 4 and discharges the properties belonging to Judgment Debtors No.1, 2 and 4 from attachment in E.P. No.37 of 2024.

**PRAYER in CRP. No.5220 of 2026:** This Civil Revision Petition is filed under Article 227 of the Constitution of India, to set aside the Common Order dated 27.07.2026 passed in E.P. No.37 of 2024 in A.F. No.72 of 2016 on the file of



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the Principal District Judge, Puducherry.

**PRAYER in CRP. No.5221 of 2026:** This Civil Revision Petition is filed under Article 227 of the Constitution of India, to set aside the Common Order dated 27.07.2026 passed in E.A. No.08 of 2026 in E.P. No.37 of 2024 in A.F. No.72 of 2016 on the file of the learned Principal District Judge, Puducherry.

For Petitioner(s): Mr.Anirudh Krishnan,
Petitioners in CRP. No.5394 of 2026
Respondents in CRP. Nos.5220 & 5221 of 2026

For Respondent(s): Mr.AR.L.Sundaresan,
Additional Solicitor General,
assisted by Mr.Ramasamy Meyyappan,
Government Advocate (Puducherry).
Petitioners in CRP. Nos.5220 & 5221 of 2026
Respondents in CRP. No.5394 of 2026

## COMMON ORDER

CRP. No.5394 of 2026 is at the instance of the award holders and the other two revisions viz., CRP. Nos.5220 & 5221 of 2026, are at the instance of the award sufferers.

2. Heard Mr.Anirudh Krishnan, learned counsel for the revision petitioners in CRP. No.5394 of 2026 and respondents in CRP. Nos.5220 & 5221 of 2026 and Mr.AR.L.Sundaresan, learned Additional Solicitor General, assisted by Mr.Ramasamy Meyyappan, learned Government Advocate (Puducherry), for respondents in CRP. No. 5394 of 2026 and for petitioners in CRP. Nos.5220 & 5221 of 2026.



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3. The brief facts that are necessary for deciding these revision petitions are as follows:

The respondents 2 to 4 invited interested parties for their integrated Municipal Solid Waste Management Projects. The award holder/revision petitioner in CRP. No.5394 of 2026, emerged as the successful bidder and has awarded the project. The contract contained in arbitration clause and since disputes arose, the award holder invoked the arbitration clause and this Court appointed a sole Arbitrator. Proceedings were conducted by the sole Arbitrator and an arbitral award came to be passed on 10.02.2022. Thereafter, an application was taken out by the award holder under Section 33 of the Arbitration and Conciliation Act, 1996, (in short 'Act'/"Arbitration and Conciliation Act") seeking for modification of the award and by an amended award dated 31.03.2022, the sole Arbitrator modified the amount payable to the award holder, with specific reference to tipping fee of Rs.21,36,68,616/- being enhanced to Rs.25,53,42,384/-.

4. Admittedly, none of the award sufferers challenged the award under Section 34 of the Arbitration and Conciliation Act, 1996, be it the award dated 10.02.2022 or the amended award dated 31.03.2022. Thus, it can be safely concluded that the award attained finality and in order to execute and recover the monies payable under the award/amended award, the award holder initiated E.P. No.37 of 2024. It is however relevant to record the fact that the award



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holders aggrieved by disallowance of certain reliefs pertaining to interest, filed an Arbitration OP. No.5 of 2025, under Section 34 of the Arbitration and Conciliation Act. However, the said Arbitration OP came to be dismissed on 30.01.2026. Pending the Execution Proceedings, the award sufferers, more specifically, the Government of Puducherry, filed an Application under Section 47 of CPC, contending that the Government was never a party to the contract entered into between the petitioners and the respondents 2 to 4 in CRP. No.5394 of 2026 and therefore, the award holder cannot proceed against the assets of the Government of Puducherry, in order to execute the award. At the same time, the judgement debtors also sought for deletion of schedule A properties from the Execution Petition, alleging that the award does not specifically quantify the amounts payable by the judgment debtors and since the Government of Puducherry was admittedly not a party to the arbitration agreement, the decree holders could not proceed against the assets of the Government of Puducherry.

5. On enquiry, the Executing Court dismissed the Section 47 Application. However, the Executing Court held that the properties belonging to the different Departments of the Government of Puducherry cannot be attached in execution, especially, when the contracts were pertaining only to four Municipalities, viz., Puducherry, Oulgaret, Villianur and Ariyankuppam and proceeded to direct the decree holders to proceed only against the immovable properties belonging to the third judgment debtor, viz., the immovable property belonging to the



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Oulgaret Municipality situate at Jawahar Nagar, Main Road, while dismissing the Execution Petition relating to the properties of judgment debtors 1, 2 and 4. Aggrieved by dismissal of the Section 47 Application and the Execution Petition being partly allowed as against the properties of the third judgment debtor, CRP. Nos.5220 and 5221 of 2026, have been filed. Challenging the dismissal of the Execution Petition against the properties of the Judgment Debtors 1, 2 and 4, the award holder has filed CRP. No.5394 of 2026.

6. Arguments of the learned counsel Mr.Anirudh Krishnan, for award holders are summarised as hereunder:

(i) It is his primary submission that even though the Government of Puducherry may not have been a party to the contracts containing the Arbitration Clause, right from the issuance of Section 21 notice, filing of Section 11 Original Petition, for appointment of Arbitrator and also proceedings before the sole Arbitrator, the Government of Puducherry has actively participated without any protest or demur and therefore, today, especially after having allowed the award to attain finality, it is not open to the judgment debtor to contend that the decree cannot be executed, invoking provisions of Section 47 of CPC.

(ii) Though the operative portion of the award entitles the decree holder to a particular sum of money, reading of the entire award would clearly suggest that all the judgment debtors are jointly and severally liable to meet the claim



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awarded in favour of the award holders.

(iii) The Executing Court has rightly dismissed the Section 47 Application, finding that the Executing Court cannot go behind the decree and when the Government of Puducherry has participated in the proceedings through out, without the slightest protest being made or objection being taken and also having accepted the award, there is absolutely no error committed by the Executing Court in rejecting the Section 47 Application.

7. In support of his submissions, Mr.Anirudh Krishnan, learned counsel has relied on the judgment of the Hon'ble Supreme Court in *S.N.Prasad, Hitek Industries (Bihar) Limited Vs. Monnet Finance Limited and others,* reported in *(2011) 1 SCC Page 320* and the judgment of the Division Bench of this Court in *Mohamed Sheek Alavudeen Vs. The Central Administrative Tribunal and others,* reported in *(2015) 3 MLJ 456*.

8. Per contra, Mr.AR.L.Sundaresan, learned Additional Solicitor General, would firstly invite my attention to the operative portion of the award which only entitles the decree holders to recovery of a particular sum of money, without there being any mention or bifurcation or division with regard to the amounts that are payable by the judgment debtors, individually or jointly. He would therefore state that when admittedly, the Government of Puducherry was not a party to the contract, the amounts awarded can be claimed only against the



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parties to the contract and not against the Departments of the Government of Puducherry.

9. Mr.AR.L.Sundaresan, learned Additional Solicitor General would further state that the claimants have played fraud upon the respondents and the claimants were supposed to have created assets for carrying out the solid waste management products and they were bound to leave the said assets with the respondents at the termination of the contract, which admittedly, has not been done and in this regard, he would state that since a special purpose vehicle was formed for the purposes of lifting the garbage and carrying out the project, the claimants could not have gone about the tasks undertaken by them, without procurement of necessary assets and therefore, when the agreement contained *quid pro quo* clause, the judgment debtors were certainly entitled and justified in rasing the same by way of an objection in a Section 47 Application.

10. Mr.AR.L.Sundaresan, learned Additional Solicitor General would further state that fraud vitiates all acts and therefore, can always be pleaded at any stage of the proceedings and the Section 47 application should have been objectively tested by the Executing Court by independently, considering the various objections taken by the judgment debtors. Taking me through the impugned order dismissing the Section 47 Application, Mr.AR.L.Sundaresan, learned Additional Solicitor General, would contend that the Executing Court



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has decided the Section 47 Application in a shabby and inadequate manner and therefore, would persuade me to allow the revision filed by the judgment debtor and remit the matter for fresh consideration, especially in the Section 47 Application.

11. He would also take me through Section 7 of the Arbitration and Conciliation Act, to reinforce the submissions that there is no jural relationship in the first place to invoke an Arbitration agreement to which admittedly, the Government of Puducherry is not a signatory. The learned Senior Counsel would therefore pray for the revisions filed by the award sufferers being allowed and the revision filed by claimant/award holder to be dismissed.

12. I have carefully considered the submissions advanced by the learned counsel on either side and I have also gone through the decisions that are relied by the learned counsel for the parties, besides also going through the impugned order.

13. As already discussed, the claimant/revision petitioner in CRP. No.5394 of 2026, entered into a concession agreement on 18.10.2010, with judgment debtors 2 to 4 alone. It is admitted by the decree holders as well that Government of Puducherry was not a signatory to the said concession agreement. However, even when Section 21 notice, was issued on 12.06.2012,



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invoking the arbitration clauses, Government of Puducherry was also issued with the said notice. Subsequently, when Section 11 applications were filed before this Court also Government of Puducherry was arrayed as a party respondent, no objection was taken by the Government of Puducherry before this Court, contending that they were not a party to the concession agreement dated 18.10.2010. In the presence of the Government of Puducherry alone, a sole Arbitrator was appointed by this Court.

14. Curiously, even before the sole Arbitrator, the Government of Puducherry never raised any objection or protest and on the contrary, participated in the arbitration proceedings and ultimately suffered an award. At the instance of the claimants, invoking Section 33 of the Arbitration and Conciliation Act, an Application was made to the Arbitral Tribunal for issuance of an amended award and even in the said proceedings, the Government of Puducherry participated and was a party to the amended award dated 31.03.2022. A Section 34 Application was filed only by the claimant as against the disallowed portions of interest. The said challenge was however unsuccessful with the dismissal of the Section 34 application filed by the claimant. On the side of the judgment debtors, none of the judgment debtors sought to challenge the award, be it the original award or the amended award by invoking Section 34 of the Arbitration and Conciliation Act. Thus the Arbitration award attained finality and the claimant/decree holder became



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entitled to enforce the award. It is during the Execution Proceedings, the Government has raised an objection that since they were not a party to the concession agreement, the Execution Petition cannot be proceeded against the Government of Puducherry or the properties of the Departments of Government of Puducherry, which were not parties to the Arbitration agreement.

15. At this juncture, it is relevant to note that one of the grounds taken by the Government of Puducherry was non joinder even pending the Execution Proceedings, which necessitated the decree holders to amend the cause title pursuant to order in E.A. No.1 of 2024. The order in E.A. No.1 of 2024, passed way back on 18.03.2025, was also not challenged. In such circumstances, it is not only too late in the day for the Government of Puducherry to take an objection that they cannot be proceeded against, but in fact, does not even lie in their mouth to contend so.

16. As regards, the argument pertaining to the order passed under Section 47 CPC, I am unable to see any infirmity or perversity in the findings arrived at by the Executing Court. The Executing Court has rightly found that having voluntarily taken part in the entire proceedings and having suffered an award and also not having challenged the same, it was not open to the Government of Puducherry to raise an objection in the Execution Petition by invoking Section 47, attacking the executability or enforcibility of the award. In fact, on going



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through the grounds raised in the Section 47 petition, I find that all the grounds taken by the judgment debtors are not actually material objections pertaining to the executability of the award, but more relating to a challenge to the award on merits, which would necessarily require an exercise of re-appreciation of the findings of the learned Sole Arbitrator. Clearly such an exercise is not permissible in Execution Proceedings, where the Executing Court is restricted with the task of the enforcement of the award alone and it is well settled law that the Executing Court cannot go behind the decree.

17. A Section 47 petition cannot be an appeal or challenge under Section 34 of the Arbitration Conciliation Act in disguise. The objections that are taken in the present Section 47 Application, is one such a classic case, where having failed to challenge the award in a manner known to law, the judgment debtors are attempting to re-agitate the award findings on merits, by moving the Section 47 Application under the Civil Procedure Code. The said attempt is clearly unavailable to the judgment debtor and I therefore, do not find any merits in the arguments of Mr.AR.L.Sundaresan, learned Additional Solicitor General that the Executing Court has not tested the objections of the judgment debtors objectively and the matter requires to be remitted to the Executing Court for fresh consideration of the Section 47 Application.



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18. The argument with regard to fraud revolves only around the obligation of the claimant/decree holder to leave the assets created and used for the purposes of the contract/project. This again is a matter which ought to have been canvassed before the Arbitrator and having not agitated the said issue regarding the assets created to be left with the judgment debtors and there being violation of the agreement of *quid pro quo,* the same amounting to fraud, cannot be gone into at the enforcement stage.

19. On going through the award of the sole Arbitrator, I find that in fact, the Executing Court has specifically addressed such allegations of fraud and found that such objections were not taken before the Arbitrator and it was therefore, too late in the day for the judgment debtors to raise the objections after the award was passed and that too at the stage of enforcement of the award. Again, this was an objection that ought to have been taken by the judgment debtors, even before the Arbitrator, and having not objected or without claiming that the claimants were also bound by the contract to surrender the assets in terms of the agreement, such plea cannot be putforth as if a fraud has been committed by the claimants. The Executing Court has, in fact, rightly found that the non raising of this issue for four years after the award came to be passed was clearly fatal. The Executing Court also rightly found that the objections that were all taken in the Section 47 Application, if entertained would amount to re-appreciation of evidence, which is not permissible in



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enforcement proceedings. In such view of the matter, I do not find any infirmity or perversity in the findings arrived at by the Executing Court, warranting interference with the order of dismissal of Section 47 Application.

20. Coming to the order of the Executing Court, directing the decree holder to proceed only against the assets of the third judgment debtor, dismissing the Executing Petition against Judgment Debtors 1, 2 and 4, when the judgment debtors have all suffered an award and when the Executing Court rightly dismissed the Section 47 Application, it clearly fell in error in restricting the execution of the enforcement of award only as against the third judgment debtor. It is not in dispute that the judgment debtors 1 to 4 suffered the award. Merely because, the operative portion of the award does not mention from whom the claimant/decree holder is entitled to recover the amounts awarded, it is not a ground to restrict it to the third judgment debtor alone, especially when the Executing Court has dismissed the Section 47 Application, finding that the decree holder can proceed against even the Government of Puducherry. Once the claimant is entitled to enforce the award passed by the Arbitrator, then it is at the discretion of the decree holder to proceed against the judgment debtors, jointly or severally and the Executing Court ought not to have disallowed the decree holder to proceed against the properties of the judgment debtors, 1, 2 and 4. Further reading of the entire award also indicates that all the judgment debtors are jointly and severally liable to pay the award amount to the claimant.



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In such circumstances, the judgment debtors cannot take advantage of the wordings in the operative portion of the award to try and wriggle out of liability.

21. Coming to the decisions that have been relied on by the learned counsel Mr.Anirudh Krishnan, the Hon'ble Supreme Court in *S.N.Prasad Hitek Industries (Bihar) Limited*'s case (referred herein supra), referring to the definition of arbitration agreement Section 2(1)(b) and the agreement under Section 7 of the Arbitration and Conciliation Act, held that when an Application under Section 11 of the Act, is filed there is an assertion by the Applicant of existence of an Arbitration Agreement with each of the respondents and if the respondents do not deny the said assertion in their statement of defence, then it is open to the Court to proceed on the basis that there is an arbitration agreement in writing between the parties. In fact, in the present case, as already discussed the Government of Puducherry, has not even raised its eyebrow, right from the issuance of Section 21 notice and thereafter, its inclusion in the Section 11 petition for appointment of Arbitrator or even before the Sole Arbitrator. Having consciously participated in the arbitration proceedings and also accepting the award, without challenging it, by filing a Section 34 Application, it is not open to the Government of Puducherry, to contend in the Execution Petition that it is not a party to the arbitration agreement and therefore, the award cannot be enforced against it.



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22. The Hon'ble Division Bench of this Court in *Mohammed Sheek Alavudeen*'s case (referred herein supra), held that where the Secretary to Government is made a party, the failure to describe him as representing the Union Government would only tantamount to misdescription and not to non impleadment and even in the present case, in E.A. No.2 of 2025, in fact, as already discussed the second judgment debtor, filed an affidavit for himeself as well as the other judgment debtors including the State of Puducherry, pointing out to an objection that the first respondent has been mischievously described as Government of Puducherry, represented by its Chief Secretary, instead of Government of Puducherry, represented by its Secretary. Even at that juncture, it was not the case of the judgment debtors that the Government of Puducherry cannot be proceeded against. As already stated this Application was also allowed and the cause title was amended to reflect the Government of Puducherry**,** represented by Secretary instead of Chief Secretary. In such view of the matter, the objections of the judgment debtors are clearly an after thought and only to protract the proceedings and buy more time, to settle the award amounts or to deny the fruits of the award to the decree holder, especially having allowed the awards to become final.

23. In the light of the above, the revisions in CRP. Nos.5220 and 5221 of 2026 are liable to be dismissed and the revision petitioner in CRP. No.5394 of 2026, is entitled to relief. The order restricting the execution to be limited



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against judgment debtor three alone is set aside and liberty is given to the decree holders to proceed against the assets of all the judgment debtors. However, considering the fact that there have been some negotiations between the parties and even pending the revision petitions, there have been offers and counter offers, I am inclined to grant two months time to the judgment debtors to settle the award amount, and until such time, the Execution Proceedings shall be kept in abeyance and in the event of the judgment debtors not settling the claim of the decree holder, it shall be open to the decree holders to proceed against the assets of all the judgment debtors 1 to 4.

24. At this juncture, it is also relevant to note that Mr.Anirudh Krishnan, learned counsel also brought to my notice that while carrying out amendment in E.A. No.1 of 2024, it was restricted only to the cause title in the Execution Petition by inadvertence, an amendement has also been carried out to the immovable property belonging to the 4th judgment debtor, by erroneously describing the property belonging to the third judgment debtor. The decree holder is permitted to carry out necessary corrections in the Execution Petition within a period of two (2) weeks from the date of receipt of the copy of this order and as already indicated, if the judgment debtors, do not settle the award amounts payable to the decree holder within a period of eight (8) weeks from the date of the receipt of the copy of the order, then the decree holder would be at liberty to proceed against all the judgment debtors and their assets.



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25. In fine, CRP. No.5394 of 2026 is ***allowed*** with the above directions and CRP. Nos.5220 and 5221 of 2026 are ***dismissed***. Consequently, connected Miscellaneous Petitions are also closed. No costs.

**30-10-2026**

Index: Yes
Speaking order
Neutral Citation: Yes

RKP
To
1. The Principal District Judge, Puducherry.

2. Government of Puducherry,
Represented by its Secretary,
2nd Floor, Chief Secretariat,
Gubert avenue, Puducherry.

3.Local Administration Department,
Director, Officer of the Local Administration
Department, Government of Puducherry,
No.2, Eveche Street, Puducherry - 605 001.

4."POMS" Comprising of
(a) The Commissioner Office of Puducherry
Municipality, No.1, Dumas Street,
Puducherry - 605 001.

(b) The Commissioner,
Office of Oulgaret Municipality,
Government of Puducherry,
Jawahar Nagar, Opposite to Town and
Country Planning Department,
Puducherry.
(c) The Commissioner,
Office of Villianur Commune Panchayat,
Government of Puducherry,



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Villupuram Main Road,
Villianur, Puducherry.

(d) The Commissioner,
Office of Ariyankuppam Commune
Panchayat, Government of Puducherry,
Cuddalore Main Road, Ariyankuppam,
Puducherry.

5. Puducherry Urban Development Agency,
Project Director, Office of Puducherry Urban
Development Agency, No.2, Eveche Street,
Puducherry - 605 001.



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**P.B.BALAJI J.**

**RKP**

Pre-delivery Order in

**CRP. Nos.5394, 5220 & 5221 of 2026**
**and CMP. Nos.22726 and 22727 of 2026**

**30-10-2026**



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