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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **OMP (ENF.) (COMM.) 144/2019**

M/S. BSCPL INFRASTRUCTURE LTD.Decree Holder

Through: **Mr. S. K. Chandwani & Mr.
Sameer Chandwani, Advocates**

versus

NATIONAL HIGHWAY AUTHORITY OF INDIA

.....Judgement Debtor

Through: **Mr. Balendu Shekhar, Mr.
Krishna Chaitanya, Mr.
Rajkumar Maurya, Mr.
Divyansh Singh Dev and Ms.
Tanisha Samantha, Advocates**

CORAM:

**HON'BLE MR. JUSTICE HARISH VAIDYANATHAN
SHANKAR**

ORDER

05.05.2026

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**EX.APPL.(OS) 3185/2022 (Dir.) in OMP (ENF.) (COMM.)
144/2019**

1. The present Petition being **OMP (ENF.) (COMM.) 144/2019** has been instituted under Section 36 of the Arbitration and Conciliation Act, 1996 [“**Act**”], read with Order XXI of the Code of Civil Procedure, 1908 [“**CPC**”], seeking the following reliefs:

“i) For an order of attachment prohibiting the Canara Bank, Dwarka Branch, Plot No. G-5&6, Sector-10, Dwarka, New Delhi-110075 from making payment of the monies to the extent of Rs.6,54,89,811/- lying at the credit of the Judgment Debtor, National Highways Authority of India in its Account No. 8598201005819 maintained with the said Bank, to the Judgment-Debtor or any other person on its behalf and thereafter directing the said Bank that the amount of Rs.6,54,89,811/-, which is due to the Decree Holder as on 14-08-2019 in terms of sub-para 6.1 (iii) of



the Arbitral Award dated 09-11-2015 be deposited into the Court and upon that to order that the said amount be paid to the Decree-Holder;

ii) For an order directing the Judgment-Debtor, National Highways Authority of India to pay to the Decree-Holder the further interest @18% per annum on the sum of Rs.5,74,94,182/- with effect from 15.08.2019 i.e. @ Rs.28,353/- per day till payment thereof in compliance with the terms of the Arbitration Award dated 09-11-2015;

iii) For an order holding that the recovery of decretal amount of Rs.5,74,94,182/- made by the Judgment-Debtor against the so-called loss of interest due to material advance is unlawful and illegal;

iv) Direct the Judgment-Debtor, National Highways Authority of India to bear costs of the execution proceedings; and

v) Pass such further or other order as may be deemed just and proper.”

2. The present Application, being **EX.APPL. (OS) 3185/2022**, has been filed by the Decree Holder seeking a direction to the Judgment Debtor to release the balance amount of ₹1,29,94,796/-, along with interest @ 10% per annum with effect from 02.06.2022 till realization.

3. Learned counsel appearing on behalf of the Non-Applicant /Judgment Debtor opposes the grant of the aforesaid reliefs and submits that the amounts in question came to be deposited prior to the payment of requisite stamp duty on the Arbitral Award. It is contended that the Award was not enforceable until such time the requisite stamp duty stood duly paid, and consequently, the Decree Holder cannot claim interest for the *interregnum* during which the Award remained insufficiently stamped.

4. It is further contended that the Decree Holder cannot be permitted to derive benefit from its own alleged delay in payment of stamp duty and seek interest for such period.



5. ***Per contra***, learned counsel appearing on behalf of the Decree Holder submits that the issue stands concluded in view of the Order dated 10.05.2022 passed by this Court, wherein, *inter alia*, it was categorically directed that the Judgment Debtor was liable to pay interest under Clause 60.8 of COPA for the period from 05.11.2018 to 14.11.2019, and further directed to compute and discharge the balance amount payable. The relevant portion of the said Order reads as under:

“3. Therefore, in terms of the Arbitral Award, the respondent is also liable to pay interest under Clause 60.8 of COPA for the period 05.11.2018 to 14.11.2019.

4. The respondent shall compute the balance amount payable to the petitioner and discharge the said amount within a period of four weeks from today. The amount deposited by the respondent shall be first appropriated towards the claim of interest and the remaining towards the principal amount. The Registry is directed to forthwith release the amount deposited by the respondent along with accrued interest to the petitioner.”

6. He further submits that in view of the Order dated 10.05.2022 passed by this Court, the sums deposited became due and payable to him in entirety without any deductions.

7. This Court has heard learned counsel for the parties and perused the record.

8. A perusal of the Order dated 10.05.2022 clearly indicates that this Court had, in unequivocal terms, determined the liability of the Judgment Debtor to pay interest under Clause 60.8 of COPA for the period from 05.11.2018 to 14.11.2019, and had further directed the Judgment Debtor to compute and discharge the balance amount payable to the Decree Holder within a stipulated time.

9. The aforesaid determination has attained finality and remains unchallenged. In the present Execution Proceedings, this Court is



bound to give effect to the said directions and ensure due compliance thereof. The objections sought to be raised by the Judgment Debtor at this stage, without any challenge being raised to the Order expressly directing the payment of interest would require to be complied with.

10. In view of the aforesaid, this Court is of the considered opinion that the Decree Holder is entitled to the balance amount as claimed in the present Execution Application.

11. Accordingly, the Judgment Debtor is directed to release a sum of ₹1,29,94,796/-, along with interest @ 10% per annum with effect from 02.06.2022 till the date of payment, within a period of four (04) weeks from today.

12. In view of the aforesaid, the present Application, being **EX.APPL. (OS) 3185/2022**, as well as the present Petition, being **OMP (ENF.) (COMM.) 144/2019**, along with all pending application(s), stand disposed of in the aforesaid terms.

HARISH VAIDYANATHAN SHANKAR, J.
MAY 05, 2026/rk/kr