CGHC010257202026 2026:CGHC:34654

NAFR

HIGH COURT OF CHHATTISGARH AT BILASPUR

WP227 No. 826 of 2026

1 - Mohammad Nisar S/o Late Shri Mohammad Sarif Aged About 46 Years R/o Indra Nagar, Raigarh, Tahsil And District- Raigarh, Chhattisgarh

... Petitioner(s)

versus

1 - M/s Indusind Bank Limited Through Authorized Representative Vishwanath Pradhan S/o Shyamlal Pradhan Aged About 33 Years New No. 34, Old No. 115-116, G.N. Chetty Road T. Nagar, Chennai- 600017, Office Address - Indusind Bank Ltd. Branch Office 1st Floor, Opposite Of Aaditya Business Park Modi Complex Near Cormel School Dhimrapur Road Raigarh Thasil And District- Raigarh Chhattisgarh.

2 - Sarfaraj Aalam R/o Aashirwadpuram Colony, Raigarh, District- Raigarh, Chhattisgarh

... Respondent(s)

For Petitioner(s)	:	Ms. Pratibha Sahu, Advocate
For Respondent(s)	:	None present.

(Hon'ble Shri Justice Ravindra Kumar Agrawal)

Order on Board

06/08/2026

The present writ petition under Article 227 of the Constitution of India has been preferred assailing the legality, validity and propriety of

the order dated 15.04.2026 passed by the learned Principal District and Sessions Judge, Raigarh in M.J.C. (Civil) No.429/2023, whereby the learned Executing Court has issued an attachment warrant against the petitioner in execution of the arbitral award dated 16.07.2021 passed by the Sole Arbitrator.

2. Learned counsel appearing for the petitioner submits that although the arbitral award was passed on 16.07.2021, a signed copy thereof has not been furnished to the petitioner till date. It is contended that in the absence of a signed copy of the award, the petitioner has been deprived of his statutory right to challenge the award under Section 34 of the Arbitration and Conciliation Act, 1996. It is further submitted that the award was passed ex-parte at Chennai without affording the petitioner an adequate and effective opportunity of hearing. According to the learned counsel, despite the aforesaid legal impediment, the respondent initiated execution proceedings under Section 36 of the Arbitration and Conciliation Act, 1996 read with Order XXI Rule 11 of the Code of Civil Procedure. The petitioner raised a specific objection before the learned Executing Court asserting that the execution proceedings could not continue until a signed copy of the arbitral award was supplied to him. However, the said objection has been rejected and an attachment warrant has been issued against the petitioner. It is, therefore, urged that the impugned order suffers from illegality, perversity and jurisdictional error warranting interference under Article 227 of the Constitution of India.

3. I have heard learned counsel for the petitioner and perused the material available on record.

4. It is borne out from the documents annexed with the writ petition that the arbitral award was passed on 16.07.2021 against the petitioner by the Sole Arbitrator and the respondent has initiated execution proceedings under Section 36 of the Arbitration and Conciliation Act, 1996 for enforcement of the said award. The principal objection raised by the petitioner before the Executing Court is that a signed copy of the arbitral award has not been served upon him and, therefore, he has been deprived of the opportunity to assail the award in accordance with law.

5. The requirement of delivering a signed copy of the arbitral award under Section 31(5) of the Arbitration and Conciliation Act, 1996 is intended to enable an aggrieved party to avail the statutory remedy provided under Section 34 of the Act. However, such requirement cannot be construed as creating a legal embargo upon the execution of an arbitral award which has neither been challenged nor stayed by a competent Court. In the case of ***Rahul V. Akola Janta Commercial Coop. Bank Ltd.***, reported in 2023 SCC Online Bom 814, the Bombay High Court held that:-

> 11. Section 36 (1) of the A & C Act, provides that when the time for making an application to set aside the arbitral award under Section 34 has expired, then subject to Section 36(2) the award shall be enforced as a decree under the Code of Civil Procedure. The contention of Mr. Bhattad, learned counsel for the petitioner, is

that since the signed copy of the award was not delivered to the petitioner, in terms of Section 31(5) of the A & C Act, the time for making the application for setting aside the arbitral award had not expired and the execution proceedings were therefore infirm, is in my considered opinion taking a too literal and narrow view of the language of Section 31(5) of the A & C Act, which would defeat the very purpose and object of the Act itself, as once a 'party', is held to have received/obtained the signed copy of the award, maybe a certified copy, as indicated above the information regarding the contents of the award stands attributed to the party, and therefore the time, would begin to run for raising a challenge to the award. Once that time has expired, it cannot be permitted to be said that though a certified signed copy was obtained by the 'party', from the Arbitrator, still the time under Section 31(1) or 34(3) of the A & Act, did not run and expire, as a signed copy of the award, in terms of Section 31(5) was not delivered to the 'party'. It is a settled position of law, that where the literal meaning of a provision, entails in doing violence to the meaning, intent and purpose of the Act, it would

call for a purposeful and constructive meaning

to be given to the language of the provision."

6. It is true that Section 31(5) of the Arbitration and Conciliation Act, 1996 mandates delivery of a signed copy of the arbitral award to each party and that the period of limitation prescribed under Section 34(3) for assailing the award commences upon receipt thereof. However, the said statutory requirement cannot be construed to mean that execution proceedings initiated under Section 36 of the Act are liable to be interdicted merely because the judgment-debtor alleges non-receipt of the signed copy of the award. In ***Amit Kumar Jain v. IndusInd Bank Ltd. & Another (WP227 No.39 of 2025, decided on 15.01.2025***), this Court held that such a plea, by itself, does not furnish a ground to quash execution proceedings, particularly where the judgment-debtor has failed to act with due diligence in obtaining the signed copy of the award or in availing the statutory remedy available under Section 34 of the Act. The supervisory jurisdiction under Article 227 of the Constitution is confined to correcting jurisdictional errors and patent perversity and cannot be invoked to obstruct execution proceedings on grounds which ought to have been agitated before the competent forum under the Arbitration and Conciliation Act.

7. From the order-sheets placed on record by the petitioner, it is further evident that the petitioner had entered appearance before the learned Executing Court on 08.02.2024. However, there is nothing on record to indicate that immediately thereafter the petitioner made any sincere endeavour either before the Sole Arbitrator or before the competent forum for obtaining a signed copy of the arbitral award. On

the contrary, the objection regarding non-supply of the signed copy of the award came to be raised only on 23.03.2026, nearly two years after his appearance before the Executing Court, without assigning any plausible explanation for such inordinate delay.

8. Admittedly, the arbitral award dated 16.07.2021 has not been challenged by the petitioner till date. In the absence of any order staying the operation of the award or any other legal impediment restraining its enforcement, the execution proceedings cannot be stand merely on the ground that the petitioner claims not to have received a signed copy of the award.

9. The learned Executing Court has also noticed that the petitioner had appeared in the execution proceedings on 08.02.2024, whereas the application raising the aforesaid objection was filed only on 23.03.2026, after a lapse of nearly two years, without assigning any satisfactory explanation for such delay.

10. The scope of interference under Article 227 of the Constitution is well settled. The High Court, while exercising its supervisory jurisdiction, does not sit in appeal over the orders of the subordinate Courts. Interference is warranted only where the impugned order suffers from patent lack of jurisdiction, manifest perversity or grave dereliction of duty. In the present case, the petitioner entered appearance before the learned Executing Court on 08.02.2024. Despite having full knowledge of the execution proceedings, no material has been brought on record to demonstrate that the petitioner took prompt or bona fide steps to obtain a signed copy of the arbitral award or to invoke the remedy

available under Section 34 of the Act. On the contrary, the objection came to be raised only on 23.03.2026, after an unexplained delay of nearly two years. In the absence of any order staying the operation of the arbitral award or setting it aside, the learned Executing Court rightly proceeded with the execution.

11. Thus, considering the entire facts and circumstances of the case, this Court is of the considered opinion that the impugned order dated 15.04.2026 does not suffer from any patent illegality, perversity or jurisdictional infirmity warranting interference in exercise of supervisory jurisdiction under Article 227 of the Constitution of India. The learned Executing Court has committed no error in proceeding with the execution of the arbitral award and issuing the attachment warrant. Consequently, the writ petition, being devoid of merit, deserves to be and is accordingly dismissed.

Sd/-
(Ravindra Kumar Agrawal)
Judge

suguna