A.F.R.

IN THE HIGH COURT OF ORISSA AT CUTTACK

ARBP(ICA) No.4 of 2026
CNR No. ODHC010276342026
I.A. No.3 of 2026

(In the matter of A Composite Application under Section 47 and Section 49 of the Arbitration and Conciliation Act, 1996 for enforcement of Foreign Award Dt. 18.3.2026 passed by Singapore International Arbitration Centre in SIAC Arbitration No. 482 of 2024)

M/s. Dordinaire International Pvt. Ltd., Bhubaneswar & Anr. .... ***Petitioner (s)***

-versus-

Starlight Exim PTE Ltd., West Bengal .... ***Opposite Party (s)***

Advocates appeared in the case through Hybrid Mode**:**

For Petitioner (s) : *Mr. Soumya Jyoti Biswal, Adv.*

For Opposite Party (s) : *Mr. Ishwar Mohanty, Adv.*
Mr. Vishal Sheth, Adv.

CORAM:
DR. JUSTICE SANJEEB K PANIGRAHI

DATE OF HEARING:-27.08.2026
DATE OF JUDGMENT:-09.10.2026

Dr. Sanjeeb K Panigrahi, J.

1. This application concerns the prayer of the Petitioners, who seek enforcement in India of the foreign arbitral award dated 18.03.2026 passed in SIAC Arbitration No. 482 of 2024, for permission to dispense with the filing of the original or duly certified copies of the Settlement Agreement dated 08.08.2023 and the email correspondence dated

09.08.2023 and 10.08.2023, relied upon in support of the arbitration agreement, as contemplated under Section 47(1)(b) of the Arbitration and Conciliation Act, 1996.

I. FACTUAL MATRIX OF THE CASE:

2. The present proceedings arise out of an arbitration between M/s. D Ordinaire International Pvt. Ltd. and Starlight Exim PTE Ltd. before the Singapore International Arbitration Centre (SIAC). The Petitioners have approached this Court seeking enforcement of the Final Award dated 18.03.2026 passed in SIAC Arbitration No. 482 of 2024. The arbitration had its genesis in the commercial transactions between the parties and the subsequent Settlement Agreement dated 08.08.2023.

3. The parties had entered into a Sale-Purchase FOBST Contract bearing No. DOIPL/22-23/01 dated 15.02.2023 in relation to the supply of iron ore fines. Disputes thereafter arose between the parties concerning the transactions undertaken pursuant to the said contract. The parties subsequently entered into a Settlement Agreement dated 08.08.2023. The record further discloses exchanges of emails dated 09.08.2023 and 10.08.2023 in relation to the settlement.

4. The Settlement Agreement provided, *inter alia*, for payment by the Respondent of the agreed settlement amount within the stipulated period. Disputes subsequently arose between the parties regarding compliance with the terms of the Settlement Agreement. The Respondent's case before the Arbitral Tribunal included a contention that the terms of the Settlement Agreement had subsequently been

varied, whereas the Claimant disputed the alleged variation. These issues were considered by the Arbitral Tribunal in the proceedings before it.

5. Prior to commencement of the arbitration, the Petitioners had approached this Court in ARBP(ICA) No. 03 of 2024 seeking interim relief in relation to the subject matter of the dispute. By order dated 18.10.2024, this Court passed an interim order securing certain amounts, and a further order dated 22.10.2024 permitted the Respondent to proceed with the shipment upon furnishing the requisite security. The present proceedings arise from a different cause of action, namely, enforcement of the subsequent arbitral award.

6. Arbitration proceedings were thereafter initiated before SIAC. Notice of Arbitration was issued on 30.10.2024. The parties participated in the arbitral proceedings, filed their respective pleadings and evidence, and produced documentary material. The Claimant filed its witness statement on 10.03.2025 and the Respondent filed its Statement of Defence and evidence on 16.04.2025. A Redfern Schedule was filed by the Claimant on 28.04.2025.

7. The Arbitral Tribunal, after considering the pleadings and evidence, rendered its Final Award dated 18.03.2026. By the Award, the Respondent was held to have breached Clauses 2 and 4 of the Settlement Agreement. The Respondent was directed to pay USD 449,851.44 together with contractual interest at the rate of 12% per annum from 29.03.2023 until actual realisation. The Respondent was

further directed to pay SGD 122,620.52 towards arbitration costs, legal costs and other costs.

8. The Petitioners thereafter initiated the present proceedings before this Court on 16.04.2026 under Sections 47 and 49 of the Arbitration and Conciliation Act, 1996, seeking enforcement of the foreign award. I.A. No. 6 of 2026 was filed seeking leave to furnish the original arbitral Award dated 18.03.2026 passed in SIAC Arbitration No. 482 of 2024. On 03.07.2026, the original Award along with the cover letter was produced before this Court and was accepted and kept on record. I.A. No. 6 of 2026 was accordingly disposed of. On the same date, I.A. No. 4 of 2026 which sought dispensation from filing a certified copy of the original Award was dismissed as not pressed.

9. In the enforcement petition, the Petitioners have also relied upon the Settlement Agreement dated 08.08.2023 and the emails dated 09.08.2023 and 10.08.2023 through which, according to them, the settlement was concluded and crystallised. Copies of these documents have been placed on record along with a certificate under Section 65B of the Indian Evidence Act, 1872, corresponding to Section 63 of the Bharatiya Sakshya Adhiniyam, 2023.

10. The Petitioners have separately filed the present I.A. No. 3 of 2026 seeking permission to dispense with production of the original or certified copies of the emails dated 09.08.2023 and 10.08.2023 and the original or certified copy of the Settlement Agreement dated 08.08.2023. The application proceeds on the basis that the Settlement Agreement was concluded through electronic exchanges and that the documents

relied upon by the Petitioners are presently available in electronic/photocopy form. The Petitioners have also referred to the Respondent's acknowledgment of the Settlement Agreement in the arbitral proceedings.

11. The record further shows that the present I.A. was served upon the learned counsel appearing for the Opposite Party. The Opposite Party has filed its reply to the I.A. The matter has thereafter been placed before this Court for consideration of the said application

II. SUBMISSIONS ON BEHALF OF PETITIONERS:

12. Learned counsel appearing for the Petitioners submitted that the present application is confined to a limited procedural request, namely, for dispensing with the filing of the original or certified copies of the emails dated 09.08.2023 and 10.08.2023 and the original or certified copy of the Settlement Agreement dated 08.08.2023. It was submitted that the Settlement Agreement, which forms the basis of the arbitration proceedings, was crystallised through exchanges of electronic communications and, therefore, the Petitioners do not have the documents in any other form which could be produced as the original agreement.

13. It was further submitted that photocopies of the aforesaid emails and the Settlement Agreement have already been placed on record along with the enforcement petition, accompanied by a certificate under Section 65B of the Indian Evidence Act, 1872, corresponding to Section 63 of the Bharatiya Sakshya Adhiniyam, 2023. Thus, according to the

Petitioners, the documents sought to be relied upon are already before the Court in an authenticated electronic-record form.

14. Learned counsel next submitted that the existence of the Settlement Agreement is not in dispute between the parties. Reliance was placed upon the Statement of Defence filed by the Opposite Party before the Arbitral Tribunal, particularly paragraph 22 thereof, as also paragraph 18 of the statement of RW-1, wherein the Settlement Agreement dated 08.08.2023 has been acknowledged. Reference was also made to the response furnished by the Opposite Party to Question No. 1 in the Redfern Schedule dated 28.04.2025, where the Opposite Party stated that the claims in question preceded the execution of the Settlement Agreement and that the Settlement Agreement was concluded to resolve those claims. It was submitted that these documents demonstrate that the existence of the Settlement Agreement itself stands acknowledged by the Opposite Party.

15. It was also submitted that Section 7 of the Arbitration and Conciliation Act, 1996 recognises an arbitration agreement recorded through exchange of letters, telex, telegrams or other means of telecommunication, including communication through electronic means. Learned counsel submitted that the use of electronic communications for conclusion of the Settlement Agreement cannot, by itself, affect its validity or enforceability, particularly in view of Section 10A of the Information Technology Act, 2000.

16. On these grounds, learned counsel submitted that insistence upon production of the original or certified copies of the electronically

concluded documents, in the circumstances of the present case, would serve no substantive purpose, particularly when the documents are already on record and their existence has been acknowledged by the Opposite Party before the Arbitral Tribunal. It was urged that no prejudice would be caused to the Opposite Party if the application is allowed, whereas refusal to grant the dispensation would cause serious prejudice to the Petitioners in prosecuting the enforcement proceedings.

17. The Petitioners accordingly prayed that the requirement of filing the original or certified copies of the emails dated 09.08.2023 and 10.08.2023 and the Settlement Agreement dated 08.08.2023 be dispensed with for the purposes of the enforcement proceedings under Section 47 of the Arbitration and Conciliation Act, 1996.

III. OPPOSITE PARTY'S OBJECTIONS:

18. Learned counsel appearing for the Opposite Party/Award Debtor opposed the application and submitted that the Petitioners have admittedly placed on record only ordinary and unauthenticated photocopies of the emails dated 09.08.2023 and 10.08.2023 and the Settlement Agreement dated 08.08.2023. According to the Opposite Party, the Settlement Agreement is the document said to contain the arbitration agreement on the basis of which the arbitration was invoked.

19. It was submitted that Section 47(1)(b) of the Arbitration and Conciliation Act, 1996 specifically requires production of the original

agreement for arbitration or a duly certified copy thereof. Admittedly, neither has been produced by the Petitioners. Learned counsel placed reliance upon the judgment of the Hon'ble Supreme Court in *P.E.C. Ltd. v. Austbulk Shipping Sdn. Bhd.*[1], to contend that although the requirement under Section 47 may be treated as directory at the initial stage of filing the enforcement application, the requirement does not disappear altogether and has to be satisfied before the Court proceeds to consider the enforceability of the foreign award.

20. It was, therefore, contended that the present application, in substance, seeks dispensation with production of a document expressly contemplated under Section 47(1)(b) of the Act. According to the Opposite Party, the Act does not contemplate such dispensation and there is no legal basis for the Court to exempt the Petitioners from producing the original arbitration agreement or a duly certified copy thereof.

Learned counsel further submitted that the mere fact that the communications were exchanged electronically does not mean that the Petitioners are unable to produce the original electronic records or duly authenticated copies thereof. It was specifically contended that the Petitioners had not furnished any satisfactory explanation as to why the originals or duly authenticated copies could not be produced. The Opposite Party also questioned the validity and sufficiency of the certificate accompanying the electronic records, contending that the

[1] (2019) 4 SCC 378

same does not conform to the requirements of Section 63 of the Bharatiya Sakshya Adhiniyam, 2023.

22. The Opposite Party also disputed the Petitioners' reliance upon the alleged acknowledgment of the Settlement Agreement in the arbitral proceedings. It was submitted that even assuming that the existence of the Settlement Agreement had been admitted or acknowledged before the Arbitral Tribunal, such admission could not dispense with the statutory requirement under Section 47(1)(b) of producing the original agreement for arbitration or a duly certified copy thereof.

23. In response to the Petitioners' reliance upon Section 7 of the Arbitration and Conciliation Act, 1996 and Section 10A of the Information Technology Act, 2000, learned counsel submitted that these provisions do not exempt a party from complying with the separate requirement under Section 47(1)(b) of the Act. It was contended that recognition of electronic communications as a mode of contracting does not, by itself, dispense with the requirement of producing the document in the manner prescribed for enforcement of a foreign award.

24. On these grounds, the Opposite Party submitted that the Petitioners had failed to establish either a legal basis for the relief sought or sufficient reason for their inability to produce the documents contemplated under Section 47(1)(b). The application was accordingly opposed and dismissal thereof at the threshold was sought.

IV. ISSUE AND ANALYSIS:

25. Upon hearing learned counsel for the parties and on consideration of the materials on record, the following solitary question arises for consideration:

> **Whether, in the facts and circumstances of the present case, the Petitioners can be permitted to dispense with the filing of the original or certified copies of the emails dated 09.08.2023 and 10.08.2023 and the Settlement Agreement dated 08.08.2023, as contemplated under Section 47(1)(b) of the Arbitration and Conciliation Act, 1996?**

26. The present application has to be considered in the context of the statutory scheme governing recognition and enforcement of foreign awards in India.

27. Part II, Chapter I of the Arbitration and Conciliation Act, 1996 has to be understood as a self-contained statutory scheme governing the recognition and enforcement of foreign awards. Section 46 declares the circumstances in which a foreign award becomes binding, while Section 47 prescribes the material which the party seeking enforcement is required to place before the Court. Section 48, in turn, identifies the limited circumstances in which enforcement may be refused, and Section 49 gives the foreign award, once the Court is satisfied that it is enforceable under the preceding provisions, the status of a decree of that Court. The sequence is significant. The statutory scheme is directed towards enforcement of an award which has already attained finality in the arbitral process, and not towards providing a second forum for adjudication of the underlying dispute.

28. The requirement under Section 47 must, therefore, be viewed in the context of the function which that provision performs. The documents contemplated therein enable the enforcing Court to ascertain that there is a foreign award and to satisfy itself, at the threshold, as to the existence of the arbitration agreement and the other foundational requirements for invoking Part II. They are not, by themselves, an invitation to subject the award to a merits review. The distinction assumes importance because a foreign award does not become enforceable in India merely by reason of the existence of the award; the statutory conditions governing its enforcement have to be satisfied. At the same time, the procedure by which those conditions are demonstrated cannot be elevated into an independent adjudication divorced from the object of the Chapter.

29. The scheme of Sections 46 to 49 also indicates that the Act draws a deliberate distinction between the *existence of the right to seek enforcement* and the *manner in which that right is to be established before the enforcing Court*. Section 47 regulates the latter. It would, therefore, be incongruous to treat every deficiency in the production of a document contemplated by Section 47, irrespective of its nature or the stage at which the deficiency is noticed, as extinguishing the enforcement proceeding itself. Such an approach would make a procedural requirement operate with consequences substantially greater than those contemplated by the substantive provisions of the Chapter.

30. This is particularly relevant in the case of a foreign award. The enforcement Court is not exercising the same jurisdiction as the arbitral

tribunal which rendered the award. Nor is it sitting in appeal over the decision of the foreign tribunal. Its jurisdiction is circumscribed by the statutory framework contained in Part II. The enquiry is consequently one of recognition and enforceability, subject to the grounds expressly made available under Section 48. The procedural requirements in Section 47 have to facilitate that enquiry. They cannot ordinarily be understood in a manner which would introduce an additional substantive ground to defeat enforcement, when no such ground is found in the statutory scheme.

31. At the same time, a pragmatic construction of Section 47 does not mean that the statutory requirement can be disregarded altogether. The expression used by Parliament in Section 47 is not without significance. The documents specified therein remain material to the enforcement proceedings and the enforcing Court must ultimately be placed in a position to examine the requirements of Part II on the basis of the material contemplated by the statute. The question, therefore, is not whether compliance with Section 47 may be dispensed with altogether, but whether the timing or mode of such compliance can, in an appropriate case, be regulated by the Court without bringing the enforcement proceedings to an end.

32. It is in this narrow space between *statutory compliance and procedural consequence* that the present application falls to be considered.

33. The Petitioners seek dispensation from production of the documents contemplated under Section 47(1)(b), whereas the Opposite Party contends that the statutory requirement cannot be bypassed.

34. The objection of the Opposite Party, in substance, is not that the Petitioners have no enforceable award or that the Settlement Agreement never existed; its objection is that the documents relied upon by the Petitioners have not been produced in the manner required at this stage. The Court must, therefore, determine whether the consequence of such non-production is necessarily termination of the enforcement proceedings, or whether the requirement can be deferred for a limited period and thereafter duly complied with. The answer to that question emerges from the manner in which the Hon'ble Supreme Court has construed Section 47 and the object of Part II, Chapter I.

35. The Hon'ble Supreme Court in *Fuerst Day Lawson Ltd. v. Jindal Exports Ltd.*[2], while considering the scheme of enforcement of foreign awards under the 1996 Act, explained the object of the enactment in the following terms:

> *"The object of the Act is to minimise supervisory role of the court and to give speedy justice. In this view, the stage of approaching the court for making the award a rule of court as required in the Arbitration Act, 1940 is dispensed with in the present Act. If the argument of the respondent is accepted, one of the objects of the Act will be frustrated and defeated. Under the old Act, after making award and prior to execution, there was a procedure for filing and making an award a rule of court i.e. a decree. Since the object of the act is to provide speedy and alternative solution of the dispute, the same procedure cannot be insisted under the new Act when it is advisedly eliminated."*

[2] (2001) 6 SCC 356

36. The Hon'ble Apex Court further held that there is no requirement of two separate proceedings, one for determining enforceability and another for execution, and that the entire matter can be dealt with in one proceeding. The significance of this principle is that the statutory requirements relating to enforcement have to be observed, but they are not to be approached in a manner which defeats the very object of the legislation by multiplying or unnecessarily prolonging proceedings.

37. The question relating specifically to the requirement of production of the documents contemplated under Section 47 came to be considered by the Hon'ble Supreme Court in *P.E.C. Ltd. v. Austbulk Shipping Sdn. Bhd* (supra). The Court considered whether the use of the word "shall" in Section 47 made production of the documents an inflexible condition at the very threshold. The Court held that the requirement was procedural in nature and that the provision had to be understood having regard to the object of the New York Convention, namely, smooth and swift enforcement of foreign awards. The Court accordingly construed the requirement at the initial stage as directory, without dispensing with the requirement itself. The distinction is important: the document need not necessarily accompany the petition on the day it is instituted, but the statutory requirement remains one which has to be satisfied in the course of the enforcement proceedings.

38. This position has been expressly reiterated by the Hon'ble Supreme Court in *Government of India v. Vedanta Ltd.*[3]. While setting out the scheme of Sections 47 to 49, the Court observed:

> *"83.4. Section 47 sets out the procedure for filing the petition for enforcement/execution of a foreign award. This section replicates Article IV(1) of the New York Convention which requires the applicant to file the authenticated copy of the original award, or a certified copy thereof, along with the original agreement referred to in Article II, or a certified copy thereof, at the time of filing the petition."*

39. The Hon'ble Supreme Court then explained the effect of ***P.E.C. Ltd.*** (supra) in terms which are directly relevant to the present application:

> *"83.6. In PEC Ltd. v. Austbulk Shipping Sdn. Bhd., this Court held that even though Section 47 provides that the award-holder "shall" produce such evidence along with the application for enforcement of a foreign award, this being a procedural requirement, a pragmatic, flexible and non-formalist approach must be taken. The non-production of documents at the initial stage, should not entail a dismissal of the application for enforcement. The party may be permitted to produce the evidence during the course of the proceedings, to enable the court to decide the enforcement petition. It was observed that excessive formalism in the matter of enforcement of foreign awards must be deprecated."*

[3] (2020) 10 SCC 1

40. The above position also accords with the decision in ***LMJ International Ltd. v. Sleepwell Industries Co. Ltd.***[4], where the Hon'ble Supreme Court emphasised that the legislative intent of expeditious disposal and limited judicial interference requires the questions of maintainability and enforceability of a foreign award to be considered in a common proceeding, rather than through successive rounds of litigation. The Court observed:

> *"17. Be that as it may, the grounds urged by the petitioner in the earlier round regarding the maintainability of the execution case could not have been considered in isolation and dehors the issue of enforceability of the subject foreign awards. For, the same was intrinsically linked to the question of enforceability of the subject foreign awards. In any case, all contentions available to the petitioner in that regard could and ought to have been raised specifically and, if raised, could have been examined by the Court at that stage itself. We are of the considered opinion that the scheme of Section 48 of the Act does not envisage piecemeal consideration of the issue of maintainability of the execution case concerning the foreign awards, in the first place; and then the issue of enforceability thereof. Whereas, keeping in mind the legislative intent of speedy disposal of arbitration proceedings and limited interference by the courts, the Court is expected to consider both these aspects simultaneously at the threshold."*

41. The position, therefore, is clear. Section 47 does require the original arbitration agreement or a duly certified copy thereof to be produced. The requirement cannot simply be dispensed with altogether. At the

[4] (2019) 5 SCC 302

same time, non-production of the document at the initial stage does not render the enforcement petition itself liable to dismissal or otherwise make the proceeding infructuous. What the decisions of the Hon'ble Supreme Court permit is a procedural accommodation in the matter of timing and mode of compliance, and not an abandonment of the statutory requirement.

42. That brings the Court to the precise question arising in the present application. The question is not whether the Settlement Agreement and the electronic communications can ultimately be dispensed with altogether. The question is narrower: whether the Petitioners can be permitted to dispense with filing the original or duly certified copies of the documents contemplated under Section 47(1)(b). On this aspect, this Court is unable to accept the prayer for permanent dispensation.

43. The position of the Opposite Party is of some significance. The Opposite Party does not dispute before this Court that the Settlement Agreement dated 08.08.2023 exists. Nor is the objection that the documents relied upon by the Petitioners are wholly non-existent or unrelated to the arbitration. The objection is that, whatever their form or manner of creation, the documents have to be produced in the manner contemplated by Section 47(1)(b). On this limited aspect, the submission of the Opposite Party has merit. The statutory requirement cannot be wished away merely because the document was created or exchanged electronically.

44. At the same time, the true nature of the statutory scheme cannot be lost sight of. The Arbitration and Conciliation Act, 1996 seeks, *inter alia*, to

facilitate speedy and effective enforcement of arbitral awards and to minimise unnecessary supervisory intervention by Courts. The Hon'ble Supreme Court has repeatedly cautioned against excessive formalism in the enforcement of foreign awards. Section 47 is procedural; it is intended to enable the Court to determine the enforceability of the award and is not an independent ground for defeating an otherwise maintainable enforcement proceeding.

45. In the facts of the present case, therefore, the appropriate course is not to grant the dispensation sought in the application in absolute terms, nor would it be appropriate to reject the enforcement proceedings merely because the documents have not, at this stage, been filed in the form contemplated by Section 47(1)(b). The relief can appropriately be moulded so as to preserve both requirements: compliance with the statute and avoidance of needless procedural obstruction in the enforcement of a foreign award.

46. There is a further aspect which requires consideration. The Petitioners have placed, as Annexure-4 Series, an affidavit/certificate in relation to the electronic records. The deponent states that the Settlement Agreement and the emails were obtained from his computer device, which was owned and operated by him; that the records were maintained and stored electronically; that the computer system was regularly used in the ordinary course; that the information was regularly fed into the system; that the system was functioning properly; and that the printouts/electronic outputs were generated from the original electronic records without alteration or manipulation.

47. However, the document presently placed on record does not fully address the requirements now contemplated by Section 63 of the Bharatiya Sakshya Adhiniyam, 2023. Section 63(4) requires the certificate accompanying the electronic record to identify the electronic record and describe the manner in which it was produced, furnish appropriate particulars of the device involved, and deal with the conditions stipulated in Section 63(2).

48. The Schedule appended to the Bharatiya Sakshya Adhiniyam, 2023 further provides for particulars of the device or digital-record source, including its make and model, serial number and, where applicable, IMEI/UIN/UID/MAC or other relevant particulars, as well as the hash value and hashing algorithm. It also contemplates a Part B to be filled by an expert, containing particulars of the source device and verification of the hash value.

49. The certificate/affidavit presently on record does contain assertions substantially addressing the functioning of the computer system and the manner in which the records were maintained. It does not, however, furnish the device particulars contemplated in the statutory Schedule, does not disclose a hash value or the hashing algorithm, and does not contain the expert component contemplated in Part B of the Schedule. It is also framed substantially as an affidavit under the erstwhile Section 65-B of the Indian Evidence Act, 1872, with reference to the corresponding provision of the Bharatiya Sakshya Adhiniyam, 2023.

50. The objection of the Opposite Party that the certificate does not conform to Section 63 of the Bharatiya Sakshya Adhiniyam, 2023, therefore,

cannot be said to be without substance. But that deficiency, in the considered view of this Court, is one which is capable of being cured. It does not go to the existence of the Settlement Agreement or to the maintainability of the enforcement proceeding itself. Nor does the Opposite Party contend that the documents do not exist. Its objection is essentially directed towards the manner in which they are presently placed on record.

V. CONCLUSION:

51. In these circumstances, and keeping in view the statutory scheme noticed above, particularly the distinction drawn by the Hon'ble Supreme Court between the existence of the requirement under Section 47 and the consequence of non-compliance at the initial stage, this Court considers it appropriate to mould the relief. The Petitioners cannot be permitted to dispense with the requirement of Section 47(1)(b) altogether. They may, however, be granted an opportunity to cure the deficiencies and place the original or duly certified copy of the arbitration agreement, together with a certificate compliant with Section 63 of the Bharatiya Sakshya Adhiniyam, 2023, on the record within a time to be stipulated.

52. Accordingly, the prayer for dispensing with the requirement under Section 47(1)(b) altogether cannot be accepted. The Petitioners, however, are entitled to an opportunity to defer such compliance and cure the deficiency. Such a course gives full effect to the statutory requirement while at the same time keeping the enforcement proceedings on their proper course. In matters concerning foreign

awards, where the legislative policy is demonstrably directed towards speedy recognition and enforcement, this Court ought to be slow to allow a curable procedural defect to assume a significance which the statute itself does not attach to it.

53. The application is, accordingly, disposed of with a direction to the Petitioners to place on record the original or duly certified copies of the documents contemplated under Section 47(1)(b), together with the requisite certificate in accordance with the applicable statutory requirements, within 4 weeks. The enforcement petition shall thereafter proceed in accordance with law. The larger question of enforceability of the foreign award and all objections available to the Opposite Party thereunder are left open.

54. Ordered accordingly. No order as to costs.

55. Interim order, if any, passed earlier stands vacated.

(Dr. Sanjeeb K Panigrahi)
Judge

Orissa High Court, Cuttack,
Dated the 9th October, 2026/-