



2026:CGHC:25262-DB

NAFR

HIGH COURT OF CHHATTISGARH AT BILASPUR

The date when the order is reserved	The date when the order is pronounced	The date when the order is uploaded on the website	
		Operative	Full
16-06-2026	22-06-2026	-	22-06-2026

MCC No. 478 of 2026

M/s Sri Balaji Metals And Minerals Pvt. Ltd. Through Its Director Through Raghav Lakhotia, 23-A, Netaji Subhas Road, 3rd Floor, Kolkata (W.B.)

... Petitioner/Respondent

versus

South Eastern Coalfields Limited Seepat Road, Bilaspur (CG) represented through-

1. The Chairman and Managing Director, SECL, Seepat Road, Bilaspur (Chhattisgarh)
2. The General Manager Kusmunda Area, P.O. Kusmunda, District-Korba Chhattisgarh.
- 3 - The Staff Officer (Mining) S.E.C.L. Kusmunda Area, P.O. Kusmunda, District- Korba Chhattisgarh.

... Respondents/Appellants

For Petitioner : Mr. Ashish Shrivastava, Sr. Adv. with Mr. Ankit Pandey and Ms. Ananya Pandey, Advocates.
For Respondents : Mr. Abhishek Sinha, Sr. Adv. with Mr. Pankaj Singh and Mr. Ghanshyam Patel, Advocates.

Hon'ble Smt. Justice Rajani Dubey

Hon'ble Shri Justice Radhakishan Agrawal, JJ

CAV Order

Per Rajani Dubey, J

By way of present petition, the petitioner is seeking review/clarification/modification of the judgment dated 5.5.2026 passed by this Court in Arbitration Appeal No.16/2022 whereby the appeal preferred by the appellants/SECL came to be dismissed and the interim order dated 3.8.2022 stood vacated.

02. Learned counsel for the petitioner would submit that the petitioner is not seeking reconsideration of the merits of the appeal, but only consequential directions necessary for implementation of the final judgment. Pursuant to the interim order dated 03.08.2022, SECL was directed to deposit 50% of the awarded amount and secure the remaining 50% by way of a Bank Guarantee. In compliance thereof, SECL deposited Rs. 11,53,34,343/- before the Registry and furnished a Bank Guarantee of an equivalent amount. Upon dismissal of the appeal on 05.05.2026, the arbitral award dated 28.01.2020, as affirmed by the learned Commercial Court, attained finality before this Court. However, while vacating the interim order, no specific direction was

issued regarding release or disbursement of the deposited amount and the Bank Guarantee. Learned counsel submitted that the deposit and Bank Guarantee were furnished solely pursuant to the interim arrangement during pendency of the appeal. With the appeal having been dismissed, retention of the deposited amount serves no further purpose and the successful award-holder is entitled to its release along with accrued interest, if any. The present application is therefore confined to seeking appropriate consequential directions to remove the procedural uncertainty regarding the deposit and security. No prejudice would be caused to SECL, as the appeal has already been dismissed on merits. Therefore, this Court may clarify/modify the judgment dated 05.05.2026 and direct release/disbursement of the deposited amount with accrued interest in favour of the petitioner and pass appropriate consequential directions regarding the Bank Guarantee.

03. Per contra, learned counsel appearing for the respondents/SECL would contend that the present application, though styled as one for “modification”, is in substance a review of the judgment dated 05.05.2026 passed in Arbitration Appeal No.16/2022. It seeks addition of substantive directions for release of the deposited amount, accrued interest and encashment of the bank guarantee, reliefs which were neither granted nor contemplated in the final judgment. Once the appeal stood dismissed and the interim order dated 03.08.2022 was vacated, this Court became *functus officio*, save for the limited

jurisdiction of review under Order XLVII Rule 1 CPC or correction of clerical errors under Section 152 CPC. The present application satisfies neither requirement. He would submit that no error apparent on the face of the record is disclosed. Significantly, the petitioner itself characterizes the issue as one of “procedural ambiguity”. An alleged ambiguity cannot constitute an error apparent warranting review. The absence of any consequential money direction in the judgment is a conscious consequence of dismissal of the appeal and vacation of interim protection, leaving enforcement to the statutory execution mechanism.

04. Learned counsel for the respondents further argued that the reliefs sought are purely executionary in nature. Release of deposits, adjustment of amounts, interest calculations and encashment of security fall within proceedings under Section 36 of the Arbitration and Conciliation Act read with Order XXI CPC. As held by the Hon’ble Supreme Court in ***Union of India v. Vedanta Limited, (2020) 10 SCC 1***, enforcement is a “subsequent and distinct proceeding” from challenge proceedings. The petitioner cannot convert a concluded Section 37 proceeding into an execution proceeding. This apart, the petitioner has also suppressed the pendency of Execution Case No.5/2020, already instituted for realization of the same award. With dismissal of the appeal, that execution stands revived and constitutes the proper forum for all enforcement-related claims. Parallel relief

before this Court would result in duplication of proceedings and prejudice the respondents' statutory rights. Accordingly, the instant application deserves to be dismissed with costs.

05. Heard learned counsel for the respective parties.

06. It is clear from the record that the respondents/SECL filed an arbitration appeal i.e. ARBA No.16/2022 before this Court challenging the order dated 22.3.2022 passed by learned Commercial Court, Nava Raipur in Case No. Arb.MJC 14 of 2020 whereby the arbitral award dated 28.1.2020 passed by the Sole Arbitrator was affirmed. This Court after hearing learned counsel for both the parties, dismissed the appeal of the respondents/SECL by the judgment dated 5.5.2026. The operative para 26 of the judgment reads as under:

“On the basis of aforesaid discussion, and looking to the limited scope of interference under Section 37 of the Act of 1996, this Court finds no substance in this appeal. It is liable to be and is hereby dismissed. Consequently, the interim order dated 3.8.2022 passed by this Court stands vacated.”

07. This Court passed interim order on 3.8.2022 and operative para of this order reads as under:

“12. In view of the aforesaid discussion, we are of the considered view that the respondent should be secured for the whole of the amount awarded by the Arbitral Tribunal along with interest. Accordingly, we direct that the appellant shall deposit 50% of the arbitral award (including interest calculated till July, 2022) by

account cheque /demand draft to the satisfaction of the Additional Registrar (Judicial) of this Court. Upon such deposit being made, the Additional Registrar (Judicial) is directed to make a fixed deposit of the said amount with any nationalised bank and keep the same renewed till the disposal of this appeal or until further orders of this Court. Remaining 50% of the awarded amount shall be secured by way of bank guarantee of a nationalised bank by the appellant to the satisfaction of the Additional Registrar (Judicial). The bank guarantee is to be renewed by AR(J) one month prior to its expiry and kept alive till the disposal of this appeal or until further orders in relation to same, whichever is earlier. The aforesaid exercise has to be completed within a period of three weeks from the date of this order. In the event security, as directed above, is furnished, there shall be stay of execution of the award till the disposal of this appeal. I.A.No. 1/2022 is allowed in aforesaid terms.”

08. Now by the instant application, the petitioner (respondent in the arbitration appeal) seeks clarification/modification of the judgment dated 5.5.2026 to the extent of issuance of consequent direction regarding release/disbursement of the amount deposited with accrued interest pursuant to the interim order dated 3.8.2022 in favour of the petitioner.

09. Learned counsel for the petitioner argued that in absence of any specific consequential direction regarding release of the deposited amount, it has given rise to a situation requiring appropriate clarification/modification for effective realization of the arbitral award.

However, it is not clear from the record as to whether the petitioner has approached the learned Executing Court or not.

10. Section 51 of CPC deals with powers of Court to enforce execution, which reads as under:

“51. Powers of Court to enforce execution. Subject to such conditions and limitations as may be prescribed, the Court may, on the application of the decree-holder, order execution of the decree-

(a) by delivery of any property specifically decreed:

(b) by attachment and sale or by the sale without attachment of any property:

(c) by arrest and detention in prison for such period not exceeding the period specified in Section 58, where arrest and detention is permissible under that section]:

(d) by appointing a receiver: or

(e) in such other manner as the nature of the relief granted may require:

Provided that, where the decree is for the payment of money, execution by detention in prison shall not be ordered unless, after giving the judgment debtor an opportunity of showing cause why he should not be committed to prison, the Court, for reasons recorded in writing, is satisfied-

(a) that the judgment-debtor, with the object or effect of obstructing or delaying the execution of the decree,-

(i) is likely to abscond or leave the local limits of the jurisdiction of the Court, or

(ii) has, after the institution of the suit in which the decree was passed, dishonestly transferred, concealed, or removed any part of his property, or committed any other act of bad faith in relation to his property, or

(b) that the judgment-debtor has, or has had since the date of the decree, the means to pay the amount of the decree or some substantial part thereof and refuses or neglects or has refused or neglected to pay the same, or

(c) that the decree is for a sum for which the judgment-debtor was bound in a fiduciary capacity to account.

Explanation. In the calculation of the means of the judgment-debtor for the purposes of clause (b), there shall be left out of account any property which, by or under any law or custom having the force of law for the time being in force, is exempt from attachment in execution of the decree.”

11. A bare perusal of Section 51 of CPC makes it clear that the Executing Court has ample power to enforce execution. It is also clear from the final judgment dated 5.5.2026 that this Court already vacated the interim order dated 3.8.2022. Order 21 Rules 30 & 31 of CPC contemplate the procedure for execution of decree for payment of money and for specific movable property. Being so, there is need to pass any order for clarification or modification of the judgment dated 5.5.2026 as sought for by the petitioner.

12. In the result, the MCC being devoid of any substance is hereby dismissed with a direction to the petitioner to approach the learned Executing Court for execution of the decree. The Executing Court is directed to pass appropriate order for execution of the decree in accordance with law. However, if any grievance still survives, the petitioner is at liberty to file a fresh petition for redressal of the same.

**Sd/
(Rajani Dubey)
Judge**

**Sd/
(Radhakishan Agrawal)
Judge**