



CR-4797-2019(O&M) and other connected cases

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**IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH**

DATE OF DECISION : 19.02.2025

1. CR-4797-2019(O&M)

THE NAUSHEHRA PANNUAN, BLOCK RURAL, COOPERATIVE
HOUSE BUILDING SOCIETY LIMITED ...PETITIONER

Versus

CHARAN SINGH

...RESPONDENT

2. CR-3836-2019(O&M)

THE NAUSHEHRA PANNUAN, BLOCK RURAL, COOPERATIVE
HOUSE BUILDING SOCIETY LIMITED ...PETITIONER

Versus

SARMUKH SINGH

...RESPONDENT

3. CR-3837-2019(O&M)

THE NAUSHEHRA PANNUAN, BLOCK RURAL, COOPERATIVE
HOUSE BUILDING SOCIETY LIMITED ...PETITIONER

Versus

BALDEV SINGH

...RESPONDENT

CORAM : HON'BLE MS. JUSTICE LAPITA BANERJI

Present : Mr. Narinder Lucky, Advocate for the petitioner.

Mr. Sandeep Singh Majitha, Advocate and
Mr. Rahul Parmar, Advocate for the respondent.

LAPITA BANERJI, J.(ORAL)

This order of mine will dispose of three civil revisions being CR-4797-2019, CR-3836-2019 and CR-3837-2019. The facts of the case are taken from CR-4797-2019.



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2. Vide the impugned order dated February 02, 2019, Civil Judge (Senior Division), Tarn Taran had dismissed the execution petition of the petitioner-decree holder being EXE/58/2015 on the ground that the decree holder was not entitled to future interest as per the award dated October 08, 2004. It has been held that the decree holder was entitled to principal amount of Rs.1,50,000/-, Rs.30,180/- as interest and Rs.250/- as cost, aggregating an amount of Rs.1,80,430/- till date. Learned Civil Judge held that there was no stipulation in the award as to future interest. Therefore, the execution petition was dismissed upon payment of the aforesaid amount as stipulated in the award.

3. Learned counsel appearing on behalf of the petitioner has taken this Court through the operative portion of the award. The operative part of the award is reproduced hereunderafter:-

“I Balwant Singh, PCS-II above District Manager, Housefed, Tarn Taran, as a arbitrator passed the award that above Charan Singh (second party) is directed to pay Rs.1,50,000/-, principal amount Rs.30,180/- interest, Rs.250/- expenses, total Rs.1,80,430/- and also liable to pay interest till date. Further I pass order that if second party failed to pay this amount to first party then first party can recover from the property and if need then defaulter may be arrested. This amount may be recovered by auctioning his movable or immovable property. Interest shall continue till realization.”

(Emphasis supplied)

4. Learned counsel appearing for the respondent-judgment debtor submits that the award is vague and there is no direction for payment of



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future interest in the award. Therefore, the impugned order merits no interference.

5. Heard learned counsel for the parties and perused the material on record.

6. Upon perusal of the award, it is clear that in addition to the direction for payment of total sum of Rs.1,80,430/-, the learned Arbitrator also stated that in the event, the judgment debtor failed to make payment to the decree holder, then the awarded amount could be recovered by the auctioning moveable or immoveable properties of the judgment debtor. Furthermore, it directed that the interest would continue to run till realization.

7. To the mind of this Court, there is no doubt that the learned Arbitrator had directed interest to be paid from the date of passing of the order till realisation in the event of default on the part of the judgment debtor to immediately satisfy the award. In the event of failure to pay, the moveable and immoveable properties of the judgment debtor could be sold and interest till realisation could be recovered.

8. This Court has noted that no particular rate of interest has been awarded by the learned Arbitrator, therefore, it relies on the provisions of Section 31(7) of the Arbitration and Conciliation Act, 1996 (for short 'the 1996 Act') for determining the rate of interest. Section 31(7) of the 1996 Act is reproduced hereunderafter:-



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“(7) (a) Unless otherwise agreed by the parties, where and insofar as an arbitral award is for the payment of money, the arbitral tribunal may include in the sum for which the award is made, interest, at such rate as it deems reasonable, on the whole or any part of the money, for the whole or any part of the period between the date on which the cause of action arose and the date on which the award is made.

(b) A sum directed to be paid by an arbitral award shall, unless the award otherwise directs, carry interest at the rate of two per cent. higher than the current rate of interest prevalent on the date of award, from the date of award to the date of payment.”

9. Accordingly, this Court awards interest @ 9% approximately being 2% over and above the current rate of interest in the nationalized banks for long term fixed deposits. The said interest will be paid from October 08, 2004 being the date of award till the date of actual realization of the awarded amount.

10. With the directions aforesaid, CR-4797-2019, CR-3836-2019 and CR-3837-2019 are **disposed of**.

11. Connected application(s), if any, shall also stand disposed of.

(LAPITA BANERJI)
JUDGE

19.02.2025

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Whether speaking/reasoned : Yes/No
Whether reportable : Yes/No