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* **IN THE HIGH COURT OF DELHI AT NEW DELHI****Date of Decision : 21.04.2026**+ OMP (ENF.) (COMM.) 285/2025 & EX.APPL.(OS) 386/2026
(Seeking to place on record the reply)M/S. CONTINENTAL INDIA PVT. LTD.Decree Holder
Through: Ms. Monisha Handa, Mr. Arnav
Chaudhary, Advocates.

versus

GENERAL MANAGER, NORTHERN RAILWAYS
ADMINISTRATION & ORS.Judgement DebtorsThrough: Mr. Om Prakash, Mr.
Chandresh Pratap, Ms. Swati
Mishra and Mr. Prince Yadav,
Advocates.**CORAM:
HON'BLE MR. JUSTICE HARISH VAIDYANATHAN
SHANKAR**% **JUDGEMENT (ORAL)**

1. The present Execution Petition has been filed under Section 36 of **the Arbitration and Conciliation Act, 1996¹** read with Order XXI Rule 10 read with Section 151 of **the Code of Civil Procedure, 1908²**, seeking execution of the **Award dated 01.05.2025³**.

2. Ms. Monisha Handa, learned counsel for the Decree Holder, submits that although the amount awarded has been duly paid by the Judgement Debtors, the costs awarded under Paragraph 15(iv) of the Award remain outstanding and unpaid to the Decree Holder. The relevant extract of the said paragraph reads as follows:

¹ Act

² CPC

³ Award



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“15. After the parties closed their respective evidence, the arguments were heard. The findings of the Tribunal issues-wise are as under:

(iv) *Relief/Award.*

In terms of the findings arrived at, hereinabove on the issues number (i) to (iii), this Tribunal awards a sum of Rs.9,72,103/-.

[Rupees Nine Lakhs Seventy-Two Thousand One Hundred Three] along with simple interest @9% p.a. from the date when the aforesaid amounts were deposited by the Claimant with the Respondent/Railways. The Claimant shall also be entitled to the future interest at the said rate till the recovery of the amount. The Claimant shall also be entitled to the costs of the arbitration proceedings incurred by the Claimant to be paid by the Respondent/Railways.”

3. Learned counsel for the Decree Holder relies upon the tabular statement, which is set out in the chart prepared by the Decree Holder/claimant therein, showing the payments made in respect of the *lis* as between the parties. The chart reads as follows:

Cost incurred by CIPL in various Proceedings in dispute with NR till 14.1.25		
In Proceedings Before Delhi International Arbitration Centre		
S.No	Particulars	Amount(INR)
1	Fees paid to DIAC	228300
2	Fees paid to Adv Monisha Handa	235000
	Fees paid to Adv Monisha Handa	425000
	Fees paid to Adv Monisha Handa	40000
		928300 (A)
In Proceedings Before Hon'ble Supreme Court		
S.No	Particulars	Amount(INR)
1	Fees paid to Adv Ramesh Singh	375000
2	Fees paid to Adv Monisha Handa	90000
		465000 (B)
In Proceedings Before Hon'ble HighCourt Allahabad		
S.No	Particulars	Amount(INR)
1	Fees paid to Adv Govind Kumar Singh	165000
2	Fees paid to Adv Sharad Chandra	75500
		240500 (C)
Total Fees(A)+B+C		1633800



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4. Learned counsel for the Decree Holder candidly submits that the table reflects costs incurred not only in the arbitral proceedings but also before the Hon'ble High Court of Allahabad and the Hon'ble Supreme Court, and that such amounts would need to be excluded from the relief sought. Accordingly, while the original claim pertained to a total sum of ₹16,33,800/-, she confines the present claim solely to the costs incurred in the arbitral proceedings, restricting it to an amount of ₹9,28,300/-.

5. Learned counsel for the Decree Holder further draws the attention of this Court to the various invoices and memos that were raised during the arbitral proceedings, which form part of the arbitral record and are also placed on record in the present proceedings. Therefore, she submits that, in view of the Award stipulating payment of costs, the Decree Holder is entitled to a sum of ₹9,28,300/-, being the costs incurred in the arbitral proceedings.

6. **Per contra**, Ms. Swati Mishra, learned counsel appearing on behalf of the Judgement Debtors, controverts the aforesaid submissions and places reliance upon the judgment of the Co-ordinate Bench of this Court in ***H.P. Cotton Textile Mills Ltd. v. The Oriental Insurance Company Ltd⁴***, dated 03.11.2023.

7. Learned counsel for the Judgement Debtor, in particular, places reliance upon Paragraphs 10 and 11 thereof, to submit that the present attempt is, in effect, to realise costs that were never quantified in the Award, which, in light of the said judgment, is clearly impermissible. The relevant extracts of paragraphs 10 and 11 of ***H.P. Cotton Textile Mills Ltd (supra)*** read as follows:

⁴ Judgement



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“10. As noted above that the cost statement dated 09.06.2016 relied upon by the decree holder was available before the Tribunal on the date of passing of the award yet the same was made subject to certification. It is pertinent to note that neither any invoice nor any proof of payment was either placed before the Arbitral Tribunal nor in either of the execution petitions filed before this Court.

11. In view thereof, the decree holder cannot, under the garb of this execution petition, seek a claim that was not quantified in the award due to failure of the parties to furnish proof. In execution proceedings, the court cannot go behind the award and enable decree holder to fill in the gaps by producing evidence to quantify costs.”

8. This Court has heard the learned counsel appearing on behalf of both the parties and, with their able assistance, perused the material on record.

9. As is manifest, the judgment relied upon by learned counsel for the Judgement Debtors was premised on the fact that the costs had not been quantified, which position persisted owing to the failure of the parties to adduce the requisite proof; consequently, in execution proceedings, the Court, being precluded from going behind the Award or permitting the production of additional evidence to cure such deficiencies and enable subsequent quantification of costs, resulted in the rejection of the Petition.

10. The aforesaid factual position stands in clear variance with the factual matrix obtaining in the present case.

11. In the present case, the tabulated statement of costs, along with the supporting invoices, was duly placed on the arbitral record and came to be formally taken on record by virtue of the Order dated 15.01.2024. The relevant portion read as under:

“The Claimant has also placed a calculation of the costs which have been incurred by the Claimant in filing of the Arbitration proceedings through DIAC. It is taken on record and would be considered at the appropriate stage.”



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12. Although, at first glance, it may appear that no explicit consideration has been accorded to the said computation of costs, the learned Arbitrator has, in fact, rendered a categorical award in respect of the costs incurred during the arbitral proceedings, the quantification and tabulation whereof were never subjected to contestation during the course of the arbitration.

13. Hence, this Court is of the considered view that the costs incurred by the Decree Holder, as forming part of the arbitral record as well as the record of the present petition, must necessarily be regarded as the costs awarded by the learned Arbitral Tribunal.

14. In view of the aforesaid, this Court is of the considered opinion that a sum of ₹9,28,300/- is required to be paid to the Decree Holder in furtherance of the Award dated 01.05.2025, in respect of which execution has been sought.

15. The Judgement Debtors are directed to ensure that the said payment is made within a period of four (04) weeks from today.

16. The present Petition, along with pending applications if any, stands disposed of in the aforesaid terms.

HARISH VAIDYANATHAN SHANKAR, J.
APRIL 21, 2026/JYH/va