

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

IN ITS COMMERCIAL DIVISION

INTERIM APPLICATION NO. 3607 OF 2025

IN

COMMERCIAL EXECUTION APPLICATION NO. 55 OF 2025

Fimbank PL.C.,

Having its office at Mercury Tower,
The Exchange Financial and Business
Centre, Elia Zammit Street, St. Julian's Malta

Also at-

Unit N1904, Level 19, Emirates Financial
Towers, DIFC, Dubai 506554,
United Arab Emirates.

... Applicant/Decree Holder

Versus

1. **Mr. Rajeev Suresh Bhatia,**
Solitaire Nargis Dutt Road,
34, Pali Hill, Mumbai,
Maharashtra-400 050.
2. **Mr. Suresh Tulsidas Bhatia,**
Solitaire Nargis Dutt Road,
34, Pali Hill, Mumbai,
Maharashtra-400 050.

... Respondents/
Judgment Debtors

.....
Mr. Ranjeev Carvalho alongwith Mr. Rupesh Geete and Mr. Avesh Ganja
instructed by Satyaki Law Associates, Advocate for the
Appellant/Decree Holder.

Mr. Mayur Khandeparkar alongwith Ms. Nidhi Singh, Mr. Brian
Noronha, Ms. Amisha Upadhyay instructed by Indian Law LLP,
Advocate for the Respondents.

.....
CORAM : ABHAY AHUJA, J.

Reserved on : 17th December 2025

Pronounced on : 8th June 2026

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ORDER :

1. The Execution Application seeks execution of Judgment and Decree dated 16th May 2023 of Dubai International Financial Centre (the “DIFC Court”) in Claim No. CFI-068-2022 for Rs.24,75,81,886/- including interest of Rs.1,52,69,792/- from 16th May 2023 till the filing of the execution proceedings as well as costs of Rs.71,99,931/- alongwith further interest of USD 419.19 daily from 25th July 2024, by which the Respondents/Judgment Debtors were directed to make payment of the aforesaid sums to the Applicant.
2. It has been submitted that the Decree Holder is a financial institution registered and existing under the laws of Malta. The Judgment Debtor No.1 is the Managing Director of Bhatia Tr. Co. LLC (the “Company”) and is an Indian National. The Judgment Debtor No.2 is the Chairman of the Company and is an Indian National as well.
3. The relevant facts leading to the Execution Application are set out as under.
4. Pursuant to a Purchase Factoring Agreement dated 17th May 2018 (the “Factoring Agreement”) between the Applicant/Decree Holder and the Company, the Decree Holder agreed to grant an

uncommitted revolving purchase factoring facility up to an amount of USD 5 million (the “Facility”) to the Company, upon the terms and conditions contained in the Purchase Factoring Agreement. As security for the facility, in terms of clause 5.2 of the Factoring Agreement, the Company provided the Decree Holder with the following :

a. Duly executed Personal Guarantee and Indemnity Agreements (Guarantee Agreements) - Pursuant to the Guarantee Agreements dated 17 May 2018, the Judgment Debtors jointly and severally with the Company guaranteed to unconditionally and irrevocably make good the Company's indebtedness to Decree Holder at any time upon first written demand by the Decree Holder apart from interest, costs and expenses containing the following material terms and conditions as under:

2.1 Covenants to Pay

In consideration of the Bank granting the facility and other banking facilities to the Borrower, the Guarantor as duly authorised, without proof of liability or evidence and as primary obligor, hereby jointly and severally with the Borrower, unconditionally and irrevocably guarantee to the Bank the payment of, and undertake on first demand in writing made by the Bank on the Guarantors, to pay the indebtedness to the Bank or any balance thereof at any time due or owing to the Bank.

2.3 Indemnity

As a separate and independent stipulation, the Guarantor agrees to indemnify the Bank on demand for any damages, losses, costs and expenses arising from any failure on the part of the Borrower to perform any obligations arising out of or in connection with the facility and the guarantor so agrees to indemnify the Bank even in the event that any

obligation of the Borrower and towards the bank ceases to be valid and enforceable against the Borrower for any reason whatsoever including, but without limitation, any legal limitation or any disability or incapacity of the Borrower. In such an event the Guarantor shall be liable towards the Bank as if that obligation was fully valid and enforceable and as if the Guarantor were the principal debtor in respect thereof and shall pay all sums due to the bank within five (5) days of a demand in writing by the Bank.

3.1 Notwithstanding anything contained in the applicable legislation, the liability of the Guarantor under this Guarantee shall continue to subsist until such time as the Indebtedness is fully repaid and shall in no way be prejudiced or effected, nor shall it in any way be discharged or reduced by reason of:

- a) the bankruptcy, insolvency or winding up of the Borrower; or*
- b) the incapacity or disability of the Borrower or any other person liable for any reason whatsoever; or*
- c) any death, change in the name, style, constitution, any amalgamation or reconstruction of either the Borrower, or any of the Guarantor; or*
- d) the Bank conceding any time or indulgence, or compounding with, discharging, releasing or varying the liability of the Borrower or any other person liable or renewing, determining, reducing, varying or increasing any facility or transaction or otherwise dealing with the same in any manner whatsoever or concurring in, accepting or in any way varying any compromise, composition, arrangement or settlement or omitting to claim or enforce or exact payment from the Borrower or any other person liable; or*
- e) any novation, set off or other event, act or omission that might operate to exonerate the Guarantor without*

settlement in full of the Indebtedness towards the Bank;

10.1 All the indebtedness shall be due by the Guarantor under this Guarantee as a debt, certain, liquidated and due on the fifth (5th) day following the Bank's first written demand to the Guarantor to pay. All demands shall be sent to the address or facsimile or other numbers as are stated above as the same may be changed by notice in writing by one party to the other.

10.2 The statement by the Bank of the amount due under this Guarantee shall be binding on the Guarantor and shall be conclusive evidence of the sum due, saving only manifest error.

15.1 Each individual under this Guarantee within the definition of Guarantor shall be deemed to be a joint and several principal Guarantor of all the obligations under this Guarantee and the Bank shall be entitled to demand performance from anyone or more or all of the said Guarantor at its sole discretion.

b. Promissory notes - For each invoice or batch of invoices financed by Decree Holder under the Facility Agreement, Company issued a promissory note for an amount equal to the principal amount financed for the invoice, payable at sight.

c. Post-dated cheques - For each invoice or batch of invoices financed by Decree Holder under the Facility, Company issued a cheque dated as of the Repayment Date for an amount equal to the principal amount financed.

d. Letters of Undertaking/Declaration - Each drawdown under the Factoring Agreement was supported by a Letter of Undertaking / Declaration signed by the Company, irrevocably and unconditionally authorising the Decree Holder to debit Company's call account for the value of the

drawdown on the Repayment Date.

e. Undated security cheque - Company provided Decree Holder an undated security cheque in the amount of AED 18,365,000 equivalent to USD 5,000,000 signed by the Judgment Debtors as authorised signatories of the Company and in the event full amounts owed under the Facility Agreement were not paid together with the required interest by the Repayment Dates, Decree Holder was permitted to encash the cheque.

f. Pledge of Bank Account / Balances Agreement - Company provided Decree Holder with a pledge of Bank Account dated 17th May 2018, undertaking to make due and punctual payment of all and any sums due under the Factoring Agreement up to the value of USD 5 million.

g. Cash margin - Pursuant to clause 2.2 of the Facility Agreement, Company provided Decree Holder with cash collateral in favour of Decree Holder amounting to 10% of the transactions financed under the Facility (i.e. USD 500,000).

5. It has been submitted that through issuance of the security documents, the Company and the Judgment Debtors expressly acknowledged receipt of the amounts paid by Decree Holder under the Facility and undertook to repay those amounts on or before the Repayment Date(s), together with interest.

6. It has been further submitted that the purpose of the Factoring Agreement was to permit the Company to request the Decree Holder to finance invoice(s) issued to the Company by genuine

suppliers, acceptable to the Decree Holder in the ordinary course of business, for amounts due by the Company for goods provided to the Company by the suppliers.

7. During the term of the Factoring Agreement, the following drawdowns were made by the Company :

- a. Total amount of drawdowns by the Company under the Facility amounted to USD 2,709,521.99;
- b. On the scheduled repayment dates, the Company failed to make payment for the sums due. Despite repeated demands, the Company failed to pay the amounts outstanding and due to the Decree Holder.

8. It has been submitted that on five occasions, from August 2019 to October 2019, the total amount of drawdowns by the Company under the Facility amounted to USD 2,709,521.99.

9. On 17th December 2019, Judgment Debtors informed Decree Holder by email that they were experiencing a "temporary challenge" to their cash flow, due to Company's receivables being stuck in key export markets. The Judgment Debtors reassured the Decree Holder that they were working on a strategy to collect funds and, as a family, would be injecting additional funds into the business imminently and requested for an extension to the contractual repayment dates. The Judgment Debtors also confirmed that they were fully committed to repayment of

the overdue sums as early as possible.

10. On the same date, Decree Holder reverted to Judgment Debtors requesting additional details to obtain internal approvals to extend the contractual repayment dates of the overdue invoices. However, no details were shared by the Judgment Debtors.

11. Thereafter, after several reminders issued by Decree Holder, on 22nd December 2019, the Judgment Debtors provided incomplete information and again confirmed that they were attempting to obtain additional equity for the Company.

12. On 22nd December 2019, the Decree Holder requested the Judgment Debtors to immediately confirm the date on which repayment of the overdue invoices would be made and advised that if they did not receive feedback, they would encash the cheques provided under the Facility Agreement.

13. On 2nd January 2020, the Judgment Debtors proposed a repayment plan over a period of around 6 weeks. However, Judgment Debtors did not satisfy any of the proposed repayment dates and the amount of USD 2,185,764.74 plus interest remained outstanding.

14. Since the Company failed to make payment of the

outstanding sums despite repeated admissions and assurances, the Decree Holder applied the cash margin of USD 500,000, and credit balance on the call amount of USD 23,757.25, totalling USD 523,757.25 against certain voices, but there remained total outstanding of USD 2,185,764.74 as under :

Invoice No.	Invoice Date	Repayment Date	Value (USD)	Payment made from Cash Margin / Call Account
20	6 th August 2019	4 th December 2019	656,583.96	0.00
000021	22 nd August 2019	19 th December 2019	422,808.67	422,808.67
000022	15 th October 2019	12 th February 2020	536,418.95	100,948.58
0023	24 th October 2019	20 th February 2020	520,605.87	0.00
0024	20 th November 2019	19 th March 2020	573,104.54	0.00
Total Drawdowns			2,709,521.99	
Less Cash Margin			(500,000)	
LESS Credit balance on call account			(23,757.25)	
Total outstanding :			2,185,764.74	

15. It has been submitted that therefore in view of the breach of the Company's obligations under the Factoring Agreement, the Decree Holder commenced Claim No. CFI-024-2021 against the Company and the Judgment Debtors by filing an Application for immediate judgment

on 19th December 2021 pursuant to the Guarantee Agreements. Although in the first instance, the said Application was dismissed on the ground that the liability of the Judgment Debtors had not yet been triggered since there was no written demand under the Guarantee Agreements and the proceedings lapsed which has been discussed in the Foreign Judgment under the execution passed on 16th May 2023, on 20th December 2021, the DIFC Court passed a default judgment against the Company. The default judgment was never challenged by the Company.

16. The Decree Holder on 2nd February 2022 took steps to effect service on the Company and the Judgment Debtors by e-mail, however despite service, the Company and the Judgment Debtors failed to respond.

17. On 24th February 2022, the Counsel for the Decree Holder issued an email to the Company and the Judgment Debtors demanding payment under the terms of the Guarantee Agreements to the tune of USD 2,185,764.74 plus interest.

18. On 2nd March 2022, the Counsel for the Decree Holder once again issued a demand reiterating the contents. Since no payments had been received, again on 20th April 2022 the Decree Holder issued a final

demand under the Guarantee Agreements to the Judgment Debtors calling upon to make payment of USD 2,185,764.74 alongwith interest, which was served and delivery confirmation was received by the Decree Holder.

19. Under the terms of the Guarantee Agreements, as noted above, the Judgment Debtors were obligated to repay the indebtedness of the Company upon written demand by the Decree Holder. Accordingly, by issuing the formal written demands to the Judgment Debtors prior to and even subsequent to the Default Judgment dated 20th December 2021, the Decree Holder had satisfied the requirements for a written demand to be sent to the Judgment Debtors under the Guarantee Agreements. The Decree Holder satisfied the requirements under the Guarantee Agreements by issuing the notice to the Judgment Debtors by DHL Courier and Emirates Post and service was also effected by the Indian Post on 25th April 2022.

20. On 3rd August 2022, the Decree Holder applied to the DIFC Court for a declaration that it had satisfied the requirements of the Guarantee Agreements, and liability of the Judgment Debtors was therefore triggered.

21. Thereafter, on 30th August 2022, the DIFC Court allowed the

Decree Holder's application bearing No. CFI-024-2021/4 dated 3rd August 2022 seeking declaratory relief. The DIFC Court observed that the Decree Holder had satisfied the requirements for a written demand to be sent to the Judgment Debtors under the Guarantee Agreements.

22. That, the DIFC Court while adjudicating the Decree Holder's application for declaratory relief observed that:

a. Pursuant to clauses 2.1, 2.3 and 10.1 of the Guarantee Agreements, liabilities of the Judgment Debtors under the Guarantee Agreements were contingent upon the Decree Holder sending a written demand to the Judgment Debtors;

b. The Decree Holder has satisfied the requirements for a written demand to be sent to the Judgment Debtors under clauses 2.1, 2.3 and 10.1 of the Guarantee Agreements by sending a letter of demand dated 20th April 2022 by courier and post to the Sharjah address of the Judgment Debtors.

c. Accordingly, the Judgment Debtors are liable under the Guarantee Agreements on a joint and several basis.

23. On 21st December 2022, the Decree Holder filed an application bearing CFI-068-2022/1 seeking permission to apply for immediate judgment against the Judgment Debtors and also that the Decree Holder be given permission to serve any application for immediate judgment against the Judgment Debtors on the email

addresses of Mr Rajeev Bhatia (rb@bhatiatraders.com) (STB@bhatiatraders.com) and Mr Suresh Bhatia.

24. On 14th February 2023, the DIFC Court allowed the Decree Holder's application for permission to apply for immediate judgment against Judgment Debtors. The DIFC Court allowed the Decree Holder to effect service of any Application for Immediate Judgment and any supporting documents by way of electronic means to the Judgment Debtors on their last known email addresses and last known residential address.

25. Following the DIFC Court Judgment dated 14th February 2023, on 13th March 2023, Decree Holder issued an email to the DIFC Court Registry informing them that in compliance with the orders of the DIFC Court dated 14th February 2023, the Decree Holder served the Application for Immediate Judgment by hand, delivering a copy of the application and supporting documents to the Judgment Debtors' last-known address and by email to the Judgment Debtors last known email addresses. It was also highlighted that an affidavit of the process server responsible for effecting service had been filed the same day.

26. It has been submitted that the Decree Holder had taken all steps to serve the Judgment Debtors at both its physical address as well

as on the last known email addresses and consequently, the Judgment Debtor stood duly served but choose to refrain from participating in the proceedings, as recorded in the Foreign Judgment dated 16th May 2023.

27. That, on 10th April 2023, the DIFC Court issued an email to the parties seeking their confirmation on their availability for hearing the Application for Immediate Judgment on 3rd May 2023. The Decree Holder immediately provided its confirmation for the proposed hearing on 3rd May 2023, however, the Judgment Debtors failed to issue any response despite being served on their valid email addresses.

28. That, after providing reasonable time to the Judgment Debtors to respond, on 14th April 2023, the DIFC Courts' Registry issued an email to the parties with the date and time of hearing. The parties were requested to submit the Case Bundle, Skeleton Arguments, as well as any documents to be relied on during the course of the hearing by 4pm GST, 27th April 2023.

29. That, in compliance with the DIFC Court Rules, on 17th April 2023, the counsel for the Decree Holder issued a letter to Judgment Debtor No. 2 bearing reference No. 10216630/28796000.1 enclosing a copy of an email exchange with the DIFC Court Registry, marked to the

Judgment Debtors, with the hearing date and a virtual link to attend the proceedings. In addition, the Decree Holder enclosed the following documents with its letter which would be subject to review by the DIFC Court:

- (a) Particulars of Claim dated 11th October 2022;
- (b) Exhibits to Particulars of Claim;
- (c) Application Notice for the Decree Holder's application for immediate judgment;
- (d) The Third Witness Statement of Michael Morris, with Exhibit MM3.

30. That, thereafter, on 25th April 2023, the counsel for the Decree Holder also issued an email to the Judgment Debtors serving upon them an Index to the Case Bundle required to be filed before the DIFC Court in advance of the upcoming hearing on 3rd May 2023. The Judgment Debtors were required to confirm whether they were desirous of making any comments to the Case Bundle. However, it is submitted that no response was received from the Judgment Debtors.

31. On 27th April 2023, the counsel for the Decree Holder issued an email to the Judgment Debtors serving upon them the "Hearing Bundle Index", Case Bundle and Skeleton Arguments. The Decree Holder received delivery receipts from the Judgment Debtors

evidencing that the messages were reaching their inbox.

32. On 2nd May 2023, prior to the hearing, the Counsel for the Decree Holder also issued an email to the Judgment Debtors serving a copy of the statement of costs filed before the DIFC Court.

33. Finally, on 3rd May 2023, the DIFC Court heard arguments on behalf of the Decree Holder in detail and considered the evidence brought before it to adjudicate the Decree Holder's claim. The DIFC Court allowed the Decree Holder's application through a detailed judgment and entered judgment against each of the Judgment Debtors as under :

- a. the Principal Sum outstanding under the Guarantee Agreements in the amount of USD 2,185,764.74 plus interest at the rate of 7% per annum on the invoice amounts making up the Judgment Sum calculated from the day following their issue to each Judgment Debtor until the date of judgment comprising in total as at the date of judgment the amount of USD 2,688,227.41 (the "Judgment Sum"),
- b. Interest shall continue to accrue on the Judgment Sum at the daily rate of USD 419.19 until the date of full repayment.
- c. The Judgment Debtors shall pay the Decree Holder's costs of the action and of the Immediate Judgment Application which was assessed in the amount of AED 315,768.44.

34. It is submitted that that the Judgment dated 16th May 2023

was passed after following the due judicial process by giving reasonable notice and opportunity to all the proper and necessary parties to put forth their case. Once these requirements are fulfilled, it is submitted that the validity, legality or otherwise of the judgment is no longer in question and deserves to be enforced as against the Judgment Debtors.

35. It has also been submitted that the Judgment Debtors do not have any defense under the Guarantee Agreements. The Decree Holder has proved its claim through its independent evidence and which have anyway been crystallized through the previous DIFC Court judgment which was not challenged by the Judgment Debtors. In a detailed judgment, the DIFC Court considered the merits of the Decree Holder's claim.

36. It is submitted that accordingly, the Judgment dated 16th May 2023, is conclusive between the parties and also fulfills all the requirements under Section 13 of the CPC.

37. Since no payments came through, the execution proceedings have been filed and the Interim Application seeking injunction and disclosures with respect to the assets of two Judgment Debtors has also been filed.

38. However, the Respondents/Judgment Debtors have raised a preliminary objection as to the compliance of / maintainability of the Execution Application under Section 44-A(2) of the Code of Civil Procedure, 1908 (the “CPC”). Reply and rejoinder have been filed and the Counsel for the parties have been heard on the preliminary issue of maintainability.

39. On 17th December 2025, the learned Counsel for the parties had concluded their arguments. On 17th December 2025, Mr. Carvalho, learned Counsel, appearing for the Applicant/Decree Holder had also tendered across the bar, Certificate dated 9th December 2025 submitting that the same is in relation to satisfaction of the Judgment which had been taken on record and both the learned Counsel had also been heard and the arguments had been concluded with liberty to file written submissions. Written submissions have been filed.

40. The Judgment Debtors have raised a preliminary objection to the maintainability of this Execution Application on the purported absence of a certificate from the DIFC Court certifying the extent to which the Decree has been satisfied or adjusted under the provisions of Section 44-A(2) of the Code of Civil Procedure, 1908 (the “CPC”).

41. For the sake of convenience, Section 44-A of the CPC is usefully quoted as under:

“44-A. Execution of decrees passed by Courts in reciprocating territory –

(1) Where a certified copy of a decree of any of the superior Courts of any reciprocating territory has been filed in a District Court, the decree may be executed in [India] as if it had been passed by the District Court.

(2) Together with the certified copy of the decree shall be filed a certificate from such superior Court stating the extent, if any, to which the decree has been satisfied or adjusted and such certificate shall, for the purposes of proceedings under this section, be conclusive proof of the extent of such satisfaction or adjustment.

(3) The provisions of section 47 shall as from the filing of the certified copy of the decree apply to the proceedings of a District Court executing a decree under this section, and the District Court shall refuse execution of any such decree, if it is shown to the satisfaction of the Court that the decree falls within any of the exceptions specified in clauses (a) to (f) of Section 13.

[Explanation I. - “Reciprocating territory” means any country or territory outside India which the Central Government may, by notification in the Official Gazette, declare to be a reciprocating territory for the purposes of this section; and “superior Courts”, with reference to any such territory, means such Courts as may be specified in the said notification.

Explanation II – “Decree” with reference to a superior Court means any decree or judgment of such Court under which a sum of money is payable, not being a sum payable in respect of taxes or other charges of a like nature or in respect of a fine or other penalty, but shall in no case include an arbitration award, even if such an award is enforceable as a decree judgment.]”

42. Mr. Khandeparkar, learned Counsel appearing for the Respondents/Judgment Debtors has submitted that Section 44-A(2) of the CPC stipulates that a requisite certificate and certified copy of the Decree/Judgment passed by the foreign Court in a reciprocating territory be annexed to any application wherein execution of such Decree is sought before a Court in India. Relying upon the decision of the Hon’ble Supreme Court in the case of **Bank of Baroda v. Kotak Mahindra Bank Ltd.**¹, learned Counsel has submitted that the Applicant in the present proceedings have failed to annex the requisite/mandatory certificate as prescribed under Section 44-A(2) of the CPC and thereby the proceedings are in contravention of the mandatory provisions and thus, the Applicant cannot proceed with the present execution proceedings before any Court in India.

43. Mr. Khandeparkar has further submitted that the Applicant is

1 (2020) 17 SCC 798

seeking execution of a Judgment and Decree passed by the DIFC Court outside the Dubai International Financial Centre and in this regard, the governing law of the DIFC Courts as also the Rules of the DIFC Courts prescribe a certain procedure to be followed, which is provided under Rule Nos. 45.18 to 45.24 of the Rules of the Dubai International Financial Centre Courts, 2014, read with Article 7(2) of the Law of the Judicial Authority at Dubai International Financial Centre, Law No. 12 of 2004 (as amended up to date). Mr. Khandeparkar has submitted that the said rules prescribe that where a party seeks to enforce a Judgment passed by the DIFC Courts outside the DIFC, they must file an application notice in a prescribed form requesting the DIFC Court to affix the executory formula on such Judgment in the following form:

“Authorities must take the initiative to enforce this document and assist in implementing it even forcibly whenever requested to do so”

44. Mr. Khandeparkar has also taken this Court through the Rules 45.18, 45.19, 45.20, 45.23 and 45.24 of the Rules of the Dubai International Financial Centre Courts, 2014 in support of his contentions.

45. Mr. Khandeparkar has submitted that the registry of the DIFC Court vide email dated 22nd September 2023 addressed an email to the

Applicant stating that, in order to seek enforcement of the Decree, the Applicant ought to file an application in terms of Part 45 of the DIFC Court's Rules. Mr. Khandeparkar has submitted that under the DIFC Rules, execution of a Decree passed by the DIFC Courts can only be undertaken upon strict compliance with Rules 45.23 and 45.24. Rule 45.23 mandates that the Court will issue an execution letter only where the Judgment or Decree bears the executory formula. Rule 45.24 further requires the Applicant to file a formal application accompanied by the Decree sought to be enforced, the foreign territory where enforcement is sought, translations where necessary, a statement of finality, and a proper draft execution certificate. Where execution is sought outside the DIFC and outside Dubai, United Arab Emirates ("UAE"), affixation of the executory formula to the execution letter is mandatory. Mr. Khandeparkar has submitted that in the present case, the draft certificate submitted by the Applicant before the DIFC Registry is incorrect and defective and does not comply with the mandatory requirements of Rules 45.23 and 45.24 and consequently, the alleged execution certificate, namely the 'Penal Notice', is invalid in law and cannot be treated as equivalent to the mandatory certificate contemplated under Section 44-A(2) of the CPC. Further, it is pertinent to highlight that, the Applicant vide email dated 28th September 2023

have produced a draft certificate which is not compliant with the mandatory executory formula and thereby, defective.

46. Mr. Khandeparkar has also taken this Court through Article 7(2) of the Law of the Judicial Authority at Dubai International Financial Centre, Law No. 12 of 2004 (as amended up to date) in support of his contentions.

47. Mr. Khandeparkar has submitted that as can be seen, the Applicant has failed to comply with the mandatory procedural requirements for enforcement of the Judgment and Decree dated 16th May 2023 before this Court. Firstly, the DIFC Courts have not affixed the mandatory executory formula as required by the aforesaid applicable rules, and secondly, the Applicant has not provided the requisite certificate of non-satisfaction as prescribed under Section 44-A of the CPC. The documents submitted by the Applicant, including the 'Penal Notice' dated 24th October, 2023 and 9th December, 2025, do not fulfill the requirements set out by the DIFC Courts, as this notice which merely states that the Judgment is final and executory, are not in accordance with the certificate of non-satisfaction or the affixing of the required executory formula as prescribed under Section 44-A of the CPC as well as the DIFC Rules.

48. As regards, the Additional Affidavit dated 17th November 2025 is concerned, Mr. Khandeparkar has submitted that the said Affidavit records that enforcement of the Judgment and Decree dated 16th May 2023 is sought within the jurisdiction of the DIFC Courts. That the Applicant's attempt to explain this position by relying upon an email correspondence between the Applicant and the DIFC Courts' Enforcement, is of no substance, as the subsequent 'Penal Notice' dated 24th October, 2023 and 9th December, 2025, does not affix the mandatory executory formula as prescribed under the rules of the DIFC Courts. Furthermore, it is submitted that the Applicant has failed to explain as to which alleged email issued by the DIFC Courts' Enforcement is to be treated as a purported certificate under Section 44-A of the CPC and the Rules of DIFC prescribed therein. Mr. Khandeparkar submits that the Applicant has sought to seek enforcement of the Decree by filing two applications. The First Application was filed on 20th July 2023 along with the defective draft certificate, and the same was rejected by the DIFC Court. Thereafter, the Applicant made another attempt and filed a Second Application dated 28th September 2023 along with a draft certificate which again was not in consonance with the executory formula and the requirement

as prescribed under Section 44-A of the CPC. The Applicant in their Second Application has sought to execute the Decree inside DIFC and are now using such an application before this Court.

49. Mr. Khandeparkar has further submitted that the copy of the 'Penal Notice' dated 24th October, 2023 and 9th December, 2025, relied upon by the Applicant do not appear to be certified copies and further, the 'Penal Notice' dated 24th October, 2023 and 9th December, 2025, appear to have been unilaterally communicated to the Applicant by the Registry of the DIFC Courts. That the Applicant approached the DIFC Courts on an *ex-parte* basis without effecting proper service of the alleged application under Part 45 of the DIFC Courts Rules upon the Respondents. Mr. Khandeparkar submits that the mere issuance of emails to certain addresses, which were never consented to by the Respondents, cannot constitute valid or adequate service under law. That consequently, the manner in which the 'Penal Notice' has been obtained and relied upon further undermines its credibility and renders it liable to be disregarded.

50. Mr. Khandeparkar has submitted that therefore, the 'Penal Notice' dated 24th October, 2023 and 9th December, 2025 be disregarded by this Court and the Commercial Execution Application

along with the pending Interim Application be dismissed.

51. On the other hand, Mr. Carvalho, learned Counsel, appearing for the Execution Applicant has submitted that the objection as to the maintainability raised on behalf of the Judgment Debtors is *ex facie* misconceived and untenable and nothing but a ruse to obfuscate the execution of a Foreign Judgment, which has admittedly not been challenged by the Judgment Debtors and has attained finality.

52. Mr. Carvalho has submitted that the Foreign Judgment forming subject matter of the Execution Application has been passed by the DIFC Courts, situated at Dubai, UAE. That the UAE has been declared to be a reciprocating territory and the DIFC Courts to be superior Courts under the provisions of Section 44-A of the CPC by a notification dated 17th January 2020 issued by the Ministry of Law and Justice (Department of Legal Affairs), Government of India. Mr. Carvalho has taken this Court through the said notification.

53. Mr. Carvalho has further submitted that it is not in dispute that the Foreign Judgment of the DIFC Court is final and executory which has been duly certified in accordance with the provisions of Part 45 of the DIFC Court Rules.

54. Mr. Carvalho has submitted that the objection that the Applicant has failed to furnish a certificate from the DIFC Court certifying the extent to which the Foreign Judgment has been satisfied or adjusted under the provisions of Section 44-A(2) of the CPC is *ex facie* misconceived and untenable as the objection proceeds on an erroneous interpretation of the said provision contrary to the settled legal position with respect to the execution of the Foreign Judgments from reciprocating territories.

55. Mr. Carvalho has submitted that the production of a non-satisfaction certificate in terms of Section 44-A(2) of the CPC is a procedural requirement. Mr. Carvalho has submitted that nevertheless even if the language is taken as mandatory, there can be no manner of doubt that merely because such a certificate was not filed or filed later on, the Execution Application itself is not maintainable, or was incomplete as sought to be contended by the Judgment Debtors cannot be entertained. Mr. Carvalho has submitted that in view of the decision of this Court in the case of *Vitol S.A. vs. Deepak Fertilizers and Petrochemicals Corp. Ltd.*², the Decree can be executed after a certified copy thereof has been filed and which has been done in this case. Mr.

² 2012 SCC Online Bom 2117 @ Para 23-25

Carvalho has submitted that therefore the certificate in terms of Section 44-A of the CPC was duly filed alongwith the Application. Without prejudice to the aforesaid contentions, Mr. Carvalho has submitted that the provisions of Section 44-A(2) of the CPC do not pertain to the jurisdiction. It only contains the rule of evidence as to the conclusiveness of the certificate in the specified context.

56. Mr. Carvalho has submitted that the purpose of the certificate is that the Judgment Debtors are required to satisfy to this Court that they have paid the sum since there is a presumption of debt and conclusiveness in terms of Section 14 of the CPC. In the present case, Mr. Carvalho has submitted that the Judgment Debtors/Respondents admittedly have no case that they had satisfied the decree in whole or in part. Mr. Carvalho has submitted that it could not be said that unless a non-satisfaction certificate was filed together with the certified copy of the Foreign Judgment, the mere filing of the certified copy of the Foreign Judgment was not sufficient to vest the executing Court with jurisdiction to execute the Foreign Judgment and such an objection by the Respondents is solely to obfuscate the execution process. In support Mr. Carvalho has relied upon the decisions of the Madras High Court in the case of *Sheik Ali vs. Sheik Mohamed*³ and the Karnataka

3 1966 SCC Online Mad 65

High Court in the case of *India Builders Corporation vs. Masood Asif*⁴.

57. As regards the reliance by the Judgment Debtors on the decision of the Hon'ble Supreme Court in the case of *Bank of Baroda vs. Kotak Mahindra Bank Ltd. (supra)*, Mr. Carvalho has submitted that the same is misdirected as the said Judgment had been passed in the context of the applicable period of limitation in respect of execution of a Foreign Judgment under the provisions of Section 44-A of the CPC. Mr. Carvalho has submitted that there is no ratio laid down as to the condition precedent for maintaining an Execution Application in terms of Section 44A of the CPC. Mr. Carvalho has submitted that the Court in the said decision has only discussed the provisions of Section 44-A of the CPC as an *obiter* while recognizing the presumption of debt once there is a decree of a superior Court in a reciprocating territory which is sought to be enforced in India.

58. Mr. Carvalho has submitted that the Applicant/Decree Holder by its email dated 28th September 2023 had filed an Application in Form No.P-45/01 (the "Part 45 Application") with the DIFC Court Registry under the provisions of Rule 45.20 of the DIFC Court Rules, seeking enforcement of the Foreign Judgment outside the jurisdiction of the DIFC Court in accordance with the Article 7(2) of Dubai Law

4 ILR 2009 Kar 4028 @ Para 11-14

No.16 of 2011, amending certain provisions of Law No.12 of 2004, in respect of the Judicial Authority at DIFC. It has been submitted that by the said e-mail, the Applicant also informed that the enforcement/execution of the Judgment was to take place in India before this Court, outside the DIFC and outside the UAE.

59. Mr. Carvalho has submitted that by the Part 45 Application, the Applicant informed the Registry of the DIFC Court of its intention to enforce the Foreign Judgment against the Judgment Debtors in the Indian Courts and that a certificate confirming that the said Judgment had not been satisfied was required from the DIFC Court. It has been submitted that alongwith the said Application, the Applicant also submitted an enforcement application form, recording that credit/payments of “0.00” had been received since the Judgment. The Applicant also relied upon a witness statement in support of its Application, which *inter-alia* recorded the Decree Holder’s intention to enforce the Judgment in the Indian Courts. Mr. Carvalho has submitted that pursuant to the said Application, the DIFC Registry issued an e-mail dated 24th October 2023, forwarding an Order titled as “Penal Notice” dated 24th October 2023, certifying that the said Judgment was “final and executory” as required under the provisions of Part 45 of the

DIFC Court Rules.

60. Mr. Carvalho has submitted that it is clearly borne out from the correspondence between the Decree Holder and the DIFC Registry, that the Decree Holder is the Execution Applicant had specifically requested for issuance of a certificate under Section 44-A(2) of the CPC and that pursuant to such an Application, the DIFC Court has issued order/penal notice dated 24th October 2023, confirming that the Judgment was final and executory. Mr. Carvalho has submitted that the statement that the Judgment is final and executory, taken together with the correspondence placed on record, effectively communicates that no satisfaction or adjustment of the decree has been recorded with the DIFC Court and also as a statutory proof of the amount due to the Decree Holder, which served the essential purpose of the requirement of the certificate. Mr. Carvalho has submitted that Section 44-A of the CPC does not prescribe a form in which the certificate has to be framed and therefore, in view of the decision of the Delhi High Court in the case of *Discovery Drilling PTE Ltd. vs. Pramod Kumar*⁵, it is apparent that the correspondence between Decree Holder and the DIFC Court Registry satisfied the requirement under the provisions of Section 44-A(2) of the CPC.

5 2025 SCC Online Del 1075 @ Para 3.3, 4.4, 32, 35, 38, 40 to 44

61. Mr. Carvalho has submitted that in any event, the Applicant received a certificate dated 9th December 2025 from the DIFC Court, expressly certifying the Judgment to be conclusive and executable *inter alia* pursuant to the provisions of Section 44-A of the CPC.

62. In these circumstances, Mr. Carvalho has submitted that the objection of the Judgment Debtors as to purported non-compliance with the provisions of Section 44-A of the CPC no longer survives.

63. Mr. Carvalho has submitted that in the circumstances, the Foreign Judgment passed by the DIFC Court was conclusive and is entitled to recognition and enforcement before this Court in accordance with the well settled law and that the objection raised by the Judgment Debtors of purported non-compliance of Section 44-A of the CPC by the Applicant is without a semblance of merit and not maintainable in light of the aforesaid settled position of law and the Certificate received by the Applicant from the DIFC Court.

64. I have heard the learned Counsel at considerable length and given a thoughtful consideration to the issue raised.

65. It is not in dispute that the provisions of Section 44-A have been met except that, the Judgment Debtors have raised a ground of maintainability with respect to a certificate from the DIFC Courts with

respect to the extent to which the Decree has been satisfied or adjusted. The learned Counsel for the Applicant has submitted that in response to Application in Form No. P-45/01 viz. Part 45 Application to the DIFC Court Registry by email dated 28th September, 2023 under the provisions of Rule 45.02 of the DIFC Court Rules seeking enforcement of the foreign Judgment outside the jurisdiction of the DIFC Court in accordance with Article 7(2) of the Dubai Law No. 16 of 2011, amending certain provisions of Law No. 12 of 2004, in respect of the DIFC Judicial Authority Law, by which the Applicant also informed that the enforcement/execution of the Judgment was to take place in India before this Court outside the DIFC and outside the UAE to the effect that a certificate confirming that the said Judgment had not been satisfied was required from the DIFC Court as no payments had been received, the DIFC Registry issued an email dated 24th October 2023 forwarding an order titled as “Penal Notice” dated 24th October 2023 certifying that the said Judgment was final and executory as required by the provisions of Part 45 of the DIFC Court Rules. Thereafter, on 17th December 2025, at the hearing on the issue of maintainability of the Execution Application, the Applicant has also, as recorded in order dated 17th December 2025, tendered across the bar a copy of the certificate dated 9th December 2025 from the DIFC Court which

certifies that the Judgment under execution is conclusive and executable *inter-alia* pursuant to the provisions of Section 44-A of the CPC. Therefore, the moot question is whether the correspondence between the Decree Holder and the DIFC Registry as well as the certificate dated 9th December, 2025 satisfy the requirement of Section 44-A (2) of the CPC.

66. In the case of *Bank of Baroda v. Kotak Mahindra Bank Ltd. (supra)*, the Hon'ble Supreme Court has highlighted the importance of filing a copy of the Decree along with a certificate by observing as under:

“11. A careful analysis of Section 44A hereinabove shows that a decree passed by any superior court of a reciprocating territory can be executed in India as if it had been passed by the District Court before whom it is filed. Sub-section (2) of Section 44A casts an obligation on the person filing such application to file a certified copy of the decree. Such person must also file a certificate from the superior court which passed the decree stating the extent, if any, to which the decree has been satisfied or adjusted. This certificate shall be conclusive proof of the extent of such satisfaction/adjustment. ...

XXXXX

39. Having said so, we are clearly of the view that some clarification needs to be given with regard to the period in which an application

under Section 44A can be filed. In this regard, when we read sub-section (1) and sub-section (2) of Section 44A together it is obvious that what is required to be filed is a certified copy of the decree in terms of sub-section (1) and also a certificate from the court in the cause EX. P. 93/2019 Page 23 of 55 country stating the extent, if any, to which the decree has been satisfied or adjusted. These are the twin requirements and no foreign decree can be executed unless both the requirements are met. It is essential to file not only a certified copy of the decree but also the certificate in terms of sub-section (2). That, however, does not mean that nothing else has to be filed. The only inference is that the decree, can be executed only once these documents are filed. ...”

67. The certificate under Section 44-A(2) of the CPC serves as a safeguard against double recovery from the Judgment Debtor. It serves as a statutory proof of the amount due as it states the extent, if any, to which the Decree has been satisfied or adjusted and is conclusive proof of the extent of such satisfaction/adjustment. In the facts of this case, as can be seen that it is in response to the Application dated 28th September 2023 under Part 45 of the DIFC Court Rules that the DIFC Registry issued an email dated 24th October, 2023 forwarding an order titled as “Penal Notice” dated 24th October, 2023 certifying that the said Judgment was final and executory as required under the provisions of

Part 45 of the DIFC Court Rules. The scanned copy of the said email along with the Penal Notice dated 24th October, 2023 is set out as under:

Palak Rawat

From: DIFC Courts' Enforcement <Enforcement@difccourts.ae>
Sent: 24 October 2023 11:50
To: Sonnekus, Elizabeth; DIFC Courts' Registry; DIFC Courts' Enforcement
Cc: Morris, Michael; MacDonald, Emily; stb@bhatiatraders.com; rb@bhatiatraders.com
Subject: RE: ENF-245-2023_CFI-068-2022 FIMBank p.l.c vs Mr Rajeev Suresh Bhatia; Mr Suresh Tulsidas Bhatia
Attachments: ENF-245-2023 P45 Order - 24 October 2023.pdf

Dear Sirs

Please find the attached Order issued by the Registry today.

Kind regards
Alanood AlRiyami

DIFC Courts' Enforcement

Dubai International Financial Centre Courts
Government of Dubai

Ground level, Building 4, The Gate District
Dubai International Financial Centre (DIFC), Dubai, United Arab Emirates

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From: Sonnekus, Elizabeth <Liz.Sonnekus@clydeco.ae>
Sent: Monday, October 23, 2023 2:44 PM
To: DIFC Courts' Registry <registry@difccourts.ae>; DIFC Courts' Enforcement <Enforcement@difccourts.ae>
Cc: Morris, Michael <Michael.Morris@clydeco.ae>; MacDonald, Emily <Emily.Macdonald@clydeco.ae>;
 stb@bhatiatraders.com; rb@bhatiatraders.com
Subject: RE: ENF-245-2023_CFI-068-2022 -Bhatia Tr Co LLC (Our Ref: 10216630) [CC-MERO.108393.10216630.FID1964563]

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ORDR-3569931023-1742

Claim No. ENF 245/2023

THE DUBAI INTERNATIONAL FINANCIAL CENTRE COURTS

IN THE COURT OF FIRST INSTANCE

BETWEEN

FIMBANK P.L.C

Judgment Creditor

and

(1) MR RAJEEV SURESH BHATIA

(2) MR SURESH TULSIDAS BHATIA

Judgment Debtors



ORDER OF H.E. JUSTICE NASSIR AL NASSER

PENAL NOTICE

YOU, MR RAJEEV SURESH BHATIA AND MR SURESH TULSIDAS BHATIA, MUST OBEY THIS ORDER.

UPON reviewing the Judgment Creditor's Part 45 Application dated 28 September 2023 (the "Part 45 Application") seeking enforcement of the Judgment of Justice Wayne Martin dated 16 May 2023 (the "Judgment")

AND PURSUANT TO Part 45 of the Rules of the DIFC Courts

IT IS HEREBY ORDERED THAT the Judgment is final and executory.

Issued by: *[Signature]*
Delvin Sumo
Assistant Registrar
Date of Issue: 24 October 2023
At: 10am

1 of 1



[Handwritten signature]

68. There is no dispute that Part 45 Application was in accordance with the DIFC Rules/Law.

69. Further, the certificate dated 9th December 2025 from the

DIFC Court expressly certifies that the Judgment under execution is conclusive and executable and has been issued in relation to satisfaction of the Judgment. The scanned version of the said certificate is also set out hereunder:



Claim No. ENF 245/2023

THE DUBAI INTERNATIONAL FINANCIAL CENTRE COURTS

IN THE COURT OF FIRST INSTANCE

BETWEEN

FIMBANK P.L.C

Judgment Creditor

and

(1) MR RAJEEV SURESH BHATIA
(2) MR SURESH TULSIDAS BHATIA

Judgment Debtors

CERTIFICATE ISSUED BY H.E. JUSTICE NASSIR AL NASSER PURSUANT TO JURIDICAL AND JUDICIAL COOPERATION IN CIVIL AND COMMERCIAL MATTERS FOR THE SERVICE OF SUMMONS, JUDICIAL DOCUMENTS, COMMISSIONS, EXECUTION OF JUDGMENTS AND ARBITRAL AWARDS AS SIGNED BETWEEN THE UAE AND INDIA ON 25 OCTOBER 1999 AND PURSUANT TO SECTION 44A OF THE INDIAN CODE OF CIVIL PROCEDURES 1908

CERTIFICATE IN RELATION TO SATISFACTION OF JUDGMENT

1. This is to certify, that pursuant to the records of the Dubai International Financial Centre ("DIFC") Courts' Registry:
 - (a) the DIFC Courts issued, against the Judgment Debtors and in favour of the Judgment Creditor, in case number CFI-068-2022, a Judgment on 16 May 2023 ("Judgment") in the amount of **USD 2,688,227.41** ("Amount") with interest accruing

on the Amount at a daily rate of USD 419.19 from the date of Judgment until the date of full payment (of the Amount plus interest); and

(b) the Judgment is conclusive and executable.

2. This Certificate is issued wholly upon the Judgment Creditor's request and is correct as at the date of issue.

Issued by:
Delvin Sumo
Assistant Registrar
Date of issue: 9 December 2025
At: 1pm

70. True that, under Article 7(2) of the Law of the Judicial Authority at Dubai International Financial Centre, Law No. 12 of 2004, the Courts are required to affix the executory formula on the Judgment/Decision, Order or ratified Arbitral Award however, in response to an Application under the provisions of Rule 45.20, a Penal Notice dated 24th October, 2023 certifying that the Judgment under execution is final and executory as required by the provisions of Part 45 of the DIFC Court Rules and the certificate dated 9th December, 2025 entitled "Certificate in relation to satisfaction of Judgment" certifies that the Judgment is "conclusive and executable", effectively communicates that no satisfaction or adjustment of the Decree under execution has been recorded by the DIFC Courts and in my view serves the essential purpose of the requirement of the certificate envisaged under Section 44-A(2) of the CPC. As Section 44-A does not prescribe a

form in which a certificate has to be framed. Further, it is implied that while considering the Part 45 application the DIFC/DIFC Registry would have considered the DIFC Code, Rules as well as the law and thereafter issued the penal notice dated 24th October 2023 as well as the certificate in relation to satisfaction of the judgment dated 9th December 2025 and therefore also the objections raised on behalf of the Judgment Debtors as regards the Law, Article 7(2) and the Rules 45.18 to 45.24 are without merit.

71. Therefore, in the present case, not only the Penal Notice dated 24th October, 2023 but also the certificate dated 9th December 2025, in my view, satisfies the requirements of Section 44-A(2) and therefore, can be considered as a certificate in terms of Section 44-A (2) of the CPC. The decision of the Delhi High Court in the case of *Discovery Drilling Ltd. vs. Pramod Kumar (supra)* relied upon by the Execution Applicant also supports the above view.

72. An objection has been raised on behalf of the Judgment Debtors that unless the Non-Satisfaction Certificate is filed together with the certified copy of the foreign Judgment/Decree, the mere filing of a certified copy of the foreign Judgment or Decree alone will not vest the executing Court with jurisdiction to execute. I am unable to agree

with the said objection inasmuch as the Full Bench of the Madras High Court has set aside, the view of the Madras High Court in the case of ***Uthamaram v. Abdul Kasim Co.***⁶ that filing of such a certificate together with a certified copy of the foreign decree is mandatory. The relevant paragraph of the said Judgment of the Full Bench in the case of ***Sheik Ali V. Sheik Mohaiikd*** is usefully quoted as under:

*“We now pass on to a consideration of the second question. From our earlier observations it should be clear that the fiction in S. 44-A (1) does not, in any way, affect the original date of the foreign judgment when filed in a District Court in India. There is no indication in the section that the date of the foreign judgment should be taken to be anything but the original date. But can it be said that the Indian Limitation Act applies to it even from that date. Neither S. 44-A nor the International Law relating to foreign judgments and their execution in the local Courts provides an answer. But there can be only one answer, as we think namely, that it does not. The jurisdiction of a District Court in this country to execute a foreign judgment arises from and exercisable by the filing of a certified copy of the foreign decree or judgment. It is only thereafter, and never until then, the procedural laws as *lex fori* will be attracted to execution. The Indian Limitation Act can possibly apply to such execution only after filing a certified copy of the foreign decree or judgment as required by S. 44-A (1). It is argued for the appellant that*

6 1962 SCC OnLine Mad 239

*since Sub-S. (2) of S. 44-A requires a Non-satisfaction certificate from the foreign superior Court to be filed together with a certified copy of the decree of such Court, compliance with that requisite is a condition precedent to invoking the jurisdiction of the District Court for execution of the foreign decree or judgment and that, therefore, the right to apply for execution arises the moment the foreign Court issues a non-satisfaction certificate. We are unable to accept this contention on two grounds. The first is what we just now referred to, that before the filing under S. 44-A (1), the Indian Courts will have no jurisdiction to execute the foreign judgments and before that event, therefore, there is no possibility of the application of the Limitation Act to foreign judgments. The second is that Sub-S. (1) of S. 44-A does not require the filing of a non-satisfaction certificate as a condition for the District Court to assume jurisdiction. Sub-S. (2) of that section does not pertain to jurisdiction but is in our view procedural; it contains besides a rule of evidence as to the conclusiveness of the certificate in the specified respect. We are, with respect, unable to agree with *Uthamaram v. Abdul Kasim Co. (1)* which held that unless a non-satisfaction certificate is filed together with a certified copy of the foreign decree, the mere filing of a certified copy of the foreign judgment or decree alone will not vest the District Court with jurisdiction to execute.”*

73. In fact, in the case of *Bank of Baroda v. Kotak Mahindra Bank Ltd. (supra)*, the Hon’ble Supreme Court has observed that unless the

twin requirements of certified copies of the Decree and Certificate of Non-Satisfaction are met, no foreign Decree can be executed, aids the case of the Execution Applicant as the said requirements in my view have been met by the email of the DIFC Registry dated 24th October 2023 certifying the Judgment under execution as final and executory and also the certificate dated 9th December 2025 which certifies the Judgment to be conclusive and executable. In my view, even if the certificate dated 9th December 2025 has been filed after the filing of the Execution Application, the same has only cured a defect and would not be fatal to the Execution Application as even on the basis of correspondence exchanged pursuant to Part – 45 Application, the email dated 24th October, 2023 which has been filed along with the Execution Application, the said requirement had been satisfied. Factually also there is also no material evidence brought before this Court to demonstrate that the Judgment Debtors have satisfied the decree in whole or in part.

74. One must not forget that though mandatory, Section 44-A (2) is part of the civil procedures of this country and it is settled law that procedure is the hand maiden of justice.

75. Apropos the above discussion, I find that there is no merit in the preliminary objection to the maintainability of the Execution

Application and the same stands rejected.

76. List the Execution Application as well as the Interim Application No. 3607 of 2025 on **6th July 2026**.

(ABHAY AHUJA, J.)