



CWP-38566-2025 (O&M)

-1-

IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH

CWP-38566-2025 (O&M)

Reserved on : 04.05.2026

Pronounced on : 01.08.2026

Uploaded on : 01.08.2026

Whether only operative part of the judgment is pronounced or the full Judgment is pronounced: **Full Judgment**

Union of India and others

..... Petitioners

Versus

M/s Triveni Constructions

....Respondent

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present: Mr. Vishal Sharma, Senior Standing Counsel and
Mr. Manjit Singh, Advocate for the petitioners.

Mr. Jayant Puneet Bamal, Advocate,
for the respondent.

Mr. Akshay Bhan, Senior Advocate as *Amicus Curiae* with
Mr. Harsh Gupta, Advocate.

JASGURPREET SINGH PURI, J. (ORAL)

1. Present is a Civil Writ Petition filed under Articles 226/227 of the Constitution of India for issuance of a writ in the nature of *certiorari* for quashing the entire execution proceedings pending before learned Additional District Judge, Chandigarh and also the order dated 23.10.2025 (Annexure P-1) in Execution Petition No.237 of 2025 whereby the application for dismissal of the execution petition for want of territorial jurisdiction has been dismissed.

2. Learned counsel for the petitioner submitted that a dispute arose between the parties with regard to Breach of the Contract and subsequent thereto, an Arbitrator was appointed and the entire arbitral proceedings were held in Patna (Bihar) including passing of the Arbitral Award dated 03.03.2025 (Annexure P-2) in the favour of the respondent. Thereafter, the petitioners had



CWP-38566-2025 (O&M)

-2-

filed objections under Section 34 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as '1996 Act') challenging the aforesaid Award before the learned District Court, Patna which is still pending adjudication.

3. Learned counsel further submitted that the respondent instead of seeking execution of the Arbitral Award by moving the competent Court in Patna (Bihar) preferred an Execution Petition (Annexure P-4) before the learned Additional District Judge, Chandigarh to which the petitioners filed an application (Annexure P-5) for dismissal of the aforesaid execution proceedings on the ground of maintainability as no cause of action had arisen in Chandigarh and also on the ground that the account of Ministry of Defence and their allied office is located in Patna, which can be sought for attachment. Thereafter, learned Executing Court vide order dated 23.10.2025 (Annexure P-1), dismissed the aforesaid application by placing reliance on the judgment of Hon'ble Supreme Court in "**Sundaram Finance Limited Vs. Abdul Samad and another**" 2018 (3) SCC 622 to observe that the Court has jurisdiction to execute the Award as execution can be filed anywhere in the country where such decree can be executed and there is no requirement for obtaining a transfer of decree, which would have jurisdiction over arbitral proceedings.

4. Learned counsel for the petitioners submitted that the reliance on the aforesaid judgment by learned Executing Court is misplaced and the impugned order (Annexure P-1) has been passed without deciding substantial questions of law whereby the petitioners' account at Chandigarh branch has been attached instead of Patna branch ignoring Section 42 of the 1996 Act and law of territorial jurisdiction under various provisions of Code of Civil Procedure and ignoring the act of forum convenience. In this regard, he referred to a judgment passed by Hon'ble Supreme Court in "**M/s Kusum**



Ingots & Alloys Limited Vs. Union of India” 2004 (6) SCC 254 and another judgment passed by the Delhi High Court in *W.P. (C) No.11553 of 2024* titled as “*Ruchita Kausik Vs. Indian Railway Welfare Organization*”, decided on **21.08.2024** wherein it was so held that the cardinal duty imposed on the Constitutional Courts is to prevent the abuse of the jurisdiction by the parties and relegate back to the forum where a material, essential or integral part of cause of action has arisen and not to support forum of convenience. He further submitted that merely because the account branch of Ministry of Defence is located in Chandigarh would not mean that the same can be attached for the purpose of execution of an award which is passed in Patna where sufficient assets of the petitioners are located for the purpose of execution.

5. On the other hand, learned counsel for the respondent submitted that the respondent filed the execution petition before learned Additional District Judge, Chandigarh as the petitioner-Union of India through the Ministry of Defence maintain the accounts and have assets within the territorial jurisdiction of the Courts at Chandigarh. He further submitted that bank accounts of the Ministry of Defence, Government of India are maintained throughout the country and it cannot be said that the execution can be limited to Patna as the same would amount to an artificial jurisdictional barrier.

6. Learned counsel further submitted that so far as the contention raised by learned counsel for the petitioner with regard to applicability of Section 42 of the 1996 Act in execution proceedings is concerned, the same is misplaced because the aforesaid provision applies only to the applications arising out of the agreement and arbitral proceedings under Part-I of the 1996 Act, but does not restrict the filing of execution petitions, which are governed by Code of Civil Procedure as per Section 36 of the 1996 Act. In this regard, he



CWP-38566-2025 (O&M)

-4-

also referred to the aforesaid judgment of Hon'ble Supreme Court in ***Sundaram Finance Limited's Case (supra)*** to state that while an award passed by the Arbitral Tribunal is deemed to be a decree under Section 36 of the 1996 Act, there is no deeming fiction anywhere to hold that the Court within whose jurisdiction the arbitral award has been passed should be taken to be the Court, which passed the decree. He also submitted that the balance of convenience lies in favour of the respondent and the petitioners being the Union of India will not suffer any irreparable loss if the execution of the Award proceeds, whereas the respondent is suffering financial loss due to the delay in realizing the fruits of the award.

7. Learned counsel also referred to another judgment of Hon'ble Supreme Court in ***Civil Appeal No.5256 of 2022*** titled as "**National Highways Authority of India Vs. Sheetal Jaidev Vade and others**" decided on **24.08.2022** wherein it has been re-iterated that execution of an arbitral award cannot be thwarted on hyper technical objections regarding territorial jurisdiction once attachable assets are shown to exist within the jurisdiction of the executing court and the legislative intent of the act is to ensure expeditious and effective enforcement of the award. He further referred to a judgment of Hon'ble Supreme Court in ***Civil Appeal No.1582 of 1988*** titled as "**Madhao Deshpande Vs. Dharma Adhikari**" decided on **22.04.1988** to substantiate his aforesaid argument.

8. Learned counsel further submitted that Public Fund Account No.20840210000168, G.E. (AF), MC, Chandigarh pertaining to the Garrison Engineer under the Ministry of Defense has been attached by the Executing Court and the judgment debtors own and possess properties and the main bank accounts across various States of India and with the advent of technology and



CWP-38566-2025 (O&M)

-5-

digital banking, the bank accounts are operable on a pan-India basis and in the present case, the property account is very well situated in Union Territory, Chandigarh and therefore, the present petition is liable to be dismissed.

9. Before adjudicating on the merits of the case, it is apposite to mention that an important issue of law had arisen before this Court, as to whether in cases where there is a provision of internet/digital banking across India, execution can be filed at any place in India or not, in view of the aforesaid judgment of Hon'ble Supreme Court in ***Sundaram Finance Limited's case (supra)*** and this Court vide order dated 17.02.2026 appointed Mr. Akshay Bhan, Senior Advocate as *Amicus Curiae* to assist on the aforesaid issue.

10. Mr. Akshay Bhan, learned *Amicus Curiae* while assisting the Court, submitted that it is first necessary to advert to the statutory scheme governing execution i.e. Section 36 of the 1996 Act, which provides that an arbitral award shall be enforced in accordance with the provisions of the Code of Civil Procedure in the same manner as if it were a decree of the Court. He further submitted that the said provision introduces a legal fiction only for the limited purpose of enforcement and it does not obliterate the conditions and limitations contained in the Code concerning execution. He also submitted that Hon'ble Supreme Court in ***Sundaram Finance Limited's Case (supra)*** only clarified that an award holder is not required to first file execution before a Court which passed the decree and then seek transfer and that an arbitral award may be executed directly before the competent Court where the assets of the judgment-debtor are located thereby avoiding unnecessary procedural duplication and time consumption. However, the said judgment cannot be read to be creating a universal forum for execution anywhere across India. The



relaxation granted by Hon'ble Supreme Court is limited only to the procedural formality of filing execution first before a Court which passed the decree. He submitted that neither does it amount to a waiver of territorial jurisdiction nor does it authorize the Executing Court to proceed against property outside its jurisdiction merely because the funds of the judgment-debtor can be accessed electronically across different branches of a bank.

11. Learned *Amicus Curiae* also submitted that if the contrary proposition of law is accepted, the same would mean that any Court in India could entertain execution proceedings merely because the judgment-debtor maintains a bank account in a nationalized or private bank having branches throughout India. He further submitted that such a reading would render the territorial limitations under the Code of Civil Procedure practically meaningless.

12. Learned *Amicus Curiae* further pointed out that the correct position as laid down in ***Sundaram Finance Limited's case (Supra)*** is that the said judgment only relaxes the procedural requirement of first filing execution petition before a Court which passed the decree and then obtaining transfer of the same, but the same does not authorize the execution to be filed at any place in India merely because banking is now digital and funds can be transferred or accessed anywhere across the country. In this regard, he referred to a judgment of Himachal High Court in ***Exe. Pt. No.28 of 2023*** titled as "**M/s Esteem Industries Vs. Chhattisgarh Medical Services Corp. Ltd. and another**", ***Decided on 31.10.2025*** to state that execution petition cannot be filed within the territorial jurisdiction of the Court executing the award where neither any movable nor any immovable property of the award exists and merely because the bank in which the judgment debtor has its account also has its branches at a



particular place would not mean that execution can be done anywhere where the said branch exists.

13. I have heard learned counsels for the parties and learned *Amicus Curiae*.

14. In the present case, the dispute between the parties is pertaining to Breach of the Contract and an Arbitrator was appointed to adjudicate upon the said dispute. The arbitration proceedings commenced in Patna (Bihar) and the Arbitral Award dated 03.03.2025 was passed in favour of the respondent-Company vide Annexure P-2. Aggrieved thereby the petitioners-Union of India had filed objections under Section 34 of the 1996 Act challenging the said Award before the learned District Court, Patna, which is pending adjudication. Thereafter, the respondent preferred an Execution Petition before the learned Additional District Judge, Chandigarh to which the petitioners filed their objections vide Annexure P-5 and the said Objections filed by the petitioners-Union of India was dismissed by learned Additional District Judge, Chandigarh vide order dated 23.10.2025 (Annexure P-1).

15. Learned counsel for the petitioners had submitted that the impugned order by the Executing Court is misconceived and the entire execution proceedings deserves to be quashed on the ground that the account of Ministry of Defence and their allied office is located in Patna. However, learned counsel for the respondent/Company has submitted that with the advent of technology and digital banking the access to bank accounts are operable on a pan-India basis and in the present case, the account and property of Union of India in Ministry of Defence are very well situated in Union Territory, Chandigarh.

16. Although the issue of whether in cases where there is a provision



CWP-38566-2025 (O&M)

-8-

of internet/digital banking across India, execution can be filed at any place in India had arisen but as per the aforesaid submission made by learned counsel for the respondent whereby he has so stated that Public Account No.20840210000168, G.E. (AF), MC, Chandigarh which is pertaining to the Garrison Engineer under the Ministry of Defence is very well situated in Union Territory, Chandigarh and the judgment debtors own and possess properties and the maintain bank accounts across various States of India and the same has also been mentioned in the application bearing CM-2239-CWP-2026 filed by the petitioner-Union of India.

17. After perusing the record, this Court is of the considered view that the issue of whether execution can be filed at any place in India due to digital banking or not, requires no further adjudication as in the present case, the properties and bank accounts of the petitioners are well situated in U.T., Chandigarh. Therefore, the reliance placed by learned Additional District Judge, Chandigarh in ***Sundaram Finance Limited's case (supra)*** is well placed. The relevant portion of the said judgment is reproduced as under:-

“18. It is in the aforesaid context that the view adopted by the Delhi High Court in Daelim Industrial Co. Ltd. v. Numaligarh Refinery Ltd. records that Section 42 of the Act would not apply to an execution application, which is not an arbitral proceeding and that Section 38 of the Code would apply to a decree passed by the Court, while in the case of an award no court has passed the decree.

19. The Madras High Court in Kotak Mahindra Bank Ltd. v. Sivakama Sundari referred to Section 46 of the said Code, which spoke of precepts but stopped at that. In the context of the Code, thus, the view adopted is that the decree of a civil court is liable to be executed primarily by the Court, which passes the decree where an execution



application has to be filed at the first instance. An award under Section 36 of the said Act, is equated to a decree of the Court for the purposes of execution and only for that purpose. Thus, it was rightly observed that while an award passed by the arbitral tribunal is deemed to be a decree under Section 36 of the said Act, there was no deeming fiction anywhere to hold that the Court within whose jurisdiction the arbitral award was passed should be taken to be the Court, which passed the decree. The said Act actually transcends all territorial barriers.

Conclusion:

20. We are, thus, unhesitatingly of the view that the enforcement of an award through its execution can be filed anywhere in the country where such decree can be executed and there is no requirement for obtaining a transfer of the decree from the Court, which would have jurisdiction over the arbitral proceedings.

18. Hon'ble Supreme Court in the judgment of "**Cheran Properties Limited v. Kasturi and Sons Limited and others**" (2018) 16 SCC 413 had the occasion to consider the issues in the light of another judgment of "**State of West Bengal and others Vs. Associated Contractors**" 2015 (1) SCC 32 as well as the judgment of ***Sundaram Finance Limited's case (Supra)*** and held as under:

"39. The reliance which has been sought to be placed on the provisions of Section 42 of the 1996 Act is inapposite. Dr. Singhvi relied on the decision in State of W.B. v. Associated Contractors. The principle which was enunciated in the judgment of this Court was as follows : (SCC p. 46, para 24)

"24. If an application were to be preferred to a court which is not a Principal Civil Court of



Original Jurisdiction in a district or a High Court exercising original jurisdiction to decide questions forming the subject-matter of an arbitration if the same had been the subject-matter of a suit, then obviously such application would be outside the four corners of Section 42. If, for example, an application were to be filed in a court inferior to a Principal Civil Court, or to a High Court which has no original jurisdiction, or if an application were to be made to a court which has no subject-matter jurisdiction, such application would be outside Section 42 and would not debar subsequent applications from being filed in a court other than such court."

*The conclusion of the Court is in the following terms :
(SCC pp. 46-47, para 25)*

"25. ... (a) Section 2(1)(e) contains an exhaustive definition marking out only the Principal Civil Court of Original Jurisdiction in a district or a High Court having original civil jurisdiction in the State, and no other court as "court" for the purpose of Part I of the Arbitration Act, 1996.

(b) The expression "with respect to an arbitration agreement" makes it clear that Section 42 will apply to all applications made whether before or during arbitral proceedings or after an award is pronounced under Part I of the 1996 Act.

(c) However, Section 42 only applies to applications made under Part I if they are made to a court as defined. Since applications made under Section 8 are made to judicial authorities and since applications under Section 11 are made to the Chief Justice or his designate, the judicial authority and the Chief Justice or his designate not



being court as defined, such applications would be outside Section 42.

(d) Section 9 applications being applications made to a court and Section 34 applications to set aside arbitral awards are applications which are within Section 42.

(e) In no circumstances can the Supreme Court be "court" for the purposes of Section 2(1)(e), and whether the Supreme Court does or does not retain seisin after appointing an arbitrator, applications will follow the first application made before either a High Court having original jurisdiction in the State or a Principal Civil Court having original jurisdiction in the district, as the case may be.

(f) Section 42 will apply to applications made after the arbitral proceedings have come to an end provided they are made under Part I.

(g) If a first application is made to a court which is neither a Principal Court of Original Jurisdiction in a district or a High Court exercising original jurisdiction in a State, such application not being to a court as defined would be outside Section 42. Also, an application made to a court without subject-matter jurisdiction would be outside Section 42."

40. More recently in Sundaram Finance Ltd. v. Abdul Samad, this Court considered the divergence of legal opinion in the High Courts on the question as to whether an award under the 1996 Act is required to be first filed in the court having jurisdiction over the arbitral proceedings for execution, to be followed by a transfer of the decree or whether the award could be filed and executed straightaway in the court where the assets are located. Dealing with the provisions of Section 36, Sanjay



Kishan Kaul, J. observed thus : (SCC p. 632, para 14)

"14. ... The aforesaid provision would show that an award is to be enforced in accordance with the provisions of the said code in the same manner as if it were a decree. It is, thus, the enforcement mechanism, which is akin to the enforcement of a decree but the award itself is not a decree of the civil court as no decree whatsoever is passed by the civil court. It is the Arbitral Tribunal, which renders an award and the tribunal does not have the power of execution of a decree. For the purposes of execution of a decree the award is to be enforced in the same manner as if it was a decree under the said Code."

Explaining the provisions of Section 42 the Court held that : (SCC pp. 632-33, paras 16-17)

"16. ... The aforesaid provision, however, applies with respect to an application being filed in court under Part I. The jurisdiction is over the arbitral proceedings. The subsequent application arising from that agreement and the arbitral proceedings are to be made in that court alone.

17. However, what has been lost sight of is Section 32 of the said Act, which reads as under:

'32. Termination of proceedings.-(1) The arbitral proceedings shall be terminated by the final arbitral award or by an order of the Arbitral Tribunal under sub-section (2).

(2) The Arbitral Tribunal shall issue an order for the termination of the arbitral proceedings where-

(a) the claimant withdraws his claim, unless the respondent objects to the order and the Arbitral Tribunal recognises a legitimate interest on his part in obtaining a final



settlement of the dispute,

(b) the parties agree on the termination of the proceedings, or

(c) the Arbitral Tribunal finds that the continuation of the proceedings has for any other reason become unnecessary or impossible.

(3) Subject to Section 33 and sub-section (4) of Section 34, the mandate of the Arbitral Tribunal shall terminate with the termination of the arbitral proceedings.' "

The aforesaid provision provides for arbitral proceedings to be terminated by the final arbitral award. Thus, when an award is already made, of which execution is sought, the arbitral proceedings already stand terminated on the making of the final award. Thus, it is not appreciated how Section 42 of the said Act, which deals with the jurisdiction issue in respect of arbitral proceedings, would have any relevance. ..."

Consequently, in the view of the Court, the enforcement of an award through its execution can be initiated anywhere in the country where the decree can be executed and there is no requirement of obtaining a transfer of the decree from the court which would have jurisdiction over the arbitral proceedings."

19. A similar controversy came up before the Allahabad High Court in the case of “**Madhyanchal Vidhut Vitral Nigam Limited Vs. M/s Shashi Cable**”, **2023 SCC Online All 2013** wherein it was reiterated that the Executing Court having jurisdiction to execute the award can be any Court anywhere in the country, where the decree can be executed. The relevant portion of the same is reproduced as under:-



“12. From the judgments delivered by the Counsel for the parties and referred above, the Executing Court having jurisdiction to execute the award can be any court anywhere in the Country, where the decree can be executed and thus in view of the law expounded in the case of Cheran Properties Limited (Supra), I have no hesitation in holding that the objection of the petitioner that the Court at Lucknow had no jurisdiction loses its relevance and is worthy of rejection. Thus, on the ground of jurisdiction, the argument of the Counsel for the petitioner cannot be sustained as there is no error or infirmity in the order impugned dated 10.03.2023 passed by the Commercial Court, Lucknow and the same is upheld.”

20. So far as the judgment of **M/s Esteem Industries’s case (Supra)** referred to by learned *Amicus Curiae* is concerned, the same would not be applicable to the facts and circumstances of the present case as in that case the judgment debtor did not have any movable or immovable asset located within the territorial jurisdiction of the Himachal Pradesh where execution was filed and only the Bank Branch was located. However, in the present case, the properties and bank accounts are well situated in U.T., Chandigarh.

21. In view of the law laid down by Hon’ble Supreme Court in ***Sundaram Finance Limited’s Case (supra)*** and ***Cheran Properties Limited’s case (Supra)*** as aforesaid, this Court is of the considered view that it is not the case where there are no assets of the petitioners located in Chandigarh and just because an award is passed in Patna (Bihar) would not mean that execution would also lie only at Patna because once the award is passed, the mandate of the arbitrator terminates and the award is not a decree of a particular Court and is only by way of a legal fiction. Hence, the award can be filed for execution

before any Court anywhere in the country where such decree can be executed.

22. In view of the above, finding no merit in the present writ petition, the same is hereby dismissed.

23. Since the present writ petition has been dismissed, interim order dated 22.12.2025 shall stand vacated.

01.08.2026
Bhumika

(JASGURPREET SINGH PURI)
JUDGE

1. Whether speaking/reasoned:

Yes/No

2. Whether reportable:

Yes/No