

1 EX 81/21

M/S B B CONSTRUCTION v. UNION OF INDIA

17.07.2026 (At 10:20 a.m.)

Present: Sh. S.W. Haider, Id. counsel for Award Holder along with Sh. Ajay Kumar Gupta, AR of Award Holder.
Sh. Vinod Rai and Ms. Chetna Rai, Id. counsels for Award Debtor.
Sh. Tejvir Singh (Dy. CE/C), Mr. Sameer Srivastava (AEN) and Mr. Anurag Verma (OS), in person on behalf of Award Debtor.

1. Finally an affidavit with calculation of due amount has been filed on behalf of Award Debtor. One application for waiver of cost as imposed on last date was also filed with such affidavit. Another application was filed seeking condonation of delay in filing this calculation sheet. Submissions heard.
2. During the submissions, Id. counsel for Award Debtor submitted that he does not press the application for waiver of the cost and amount of the cost has been tendered to Id. counsel for Award Holder in the form of DD. Copy of that DD is furnished on the record. As per the calculation furnished on behalf of Award Debtor itself, there had been due amount in the sum of Rs. 537186.48/- as on 31.05.2026 and admittedly Award Debtor has not tendered this amount to Award Holder till date. Admittedly, Award Debtor has not been able to get any other order of stay over the operation of Award in question. Id. counsel submitted that one petition is filed before Apex Court, but there is no stay. In these circumstances, questions arise as to under what authority, the Award Debtor, which is a public authority is acting contrary to the directions of the court and the law. Directions of the court and law are same i.e. to get rid of this debt which is

being flouted by Award Debtor department with all impunity and without any authority. Interestingly, despite having knowledge of date of this hearing, the calculation refers to interest and due amount till 31.05.2026 itself.

3. Had it been the case that such due amount was already tendered to Award Holder on 31.05.2026, there could have been some sense and logic behind such calculation. Unfortunately, that is not the case. Thus, it is well apparent that it is simplicitor a case of high-handedness of some officer of the department to flout the mandate of law. Though the application of waiver is not pressed, however, I am impressed with one pleading therein that the amount of cost and for that matter the accruing amount on account of increasing interest, is a burden on the public exchequers fund and that is so because of such high-handedness of some particular officer of the department. Any decision of an authority/officer sitting in public office has to be in accordance with law of land, rather than personal whims and sweet-will of any officer. It does not look good if the court issues warrant of attachment for any of the assets of organisation like Railway, but at the same time the afore-said kind of attitude being shown by AD department is very frustrating.
4. Therefore, this is last opportunity being given to AD department to voluntarily tender complete debt as accrued on the date of tender of such amount, to Award Holder voluntarily.
5. At the same time matter is also referred to Worthy Chairman, Railway Board to look into the irresponsible and illegal approach on the part of concerned officer to withhold such amount resulting into extra burden on public exchequers fund, and to

take rectifiable steps accordingly.

6. Ld. counsel for Award Holder conceded that the amount as shown in the calculation sheet of AD department shows the correct due amount as on 31.05.2026. Thus, there is no dispute in respect of due amount to be paid by AD department.
7. There is one FDR already tendered on behalf of AD department. Said FDR be released to AR of AH.
8. Copy of this order be sent to Id. Chairman of Railway Board for compliance. Put up on 31.07.2026.

(Pulastya Pramachala)
District Judge (Commercial Court-01),
Patiala House Courts Complex,
New Delhi/17.07.2026 (*r.k.*)