

**IN THE COURT OF PULASTYA PRAMACHALA,
DISTRICT JUDGE (COMMERCIAL COURT-01),
PATIALA HOUSE COURTS, NEW DELHI**

Ex. (Comm.) Award by Arb. Comm. No. 37/2025

GEE INTERNATIONALS

Through its partner

Mr. Gian Chand Singla

G-53 Plot No. H-9

Vardhman Corporate Plaza,

N.S.P., Pithampura. Delhi- I I0034

Email: geeinternationals(@)gmail.com ...Award Holder

v.

UNION OF INDIA

Through Executive Engineer-11.

CPWD. Bhopal

At-Nirman Bhawan.

Central Secretariat.

New Delhi- 110011

Email: eebcd2cpwdbho-mp@gov.in ...Award Debtor

ORDER

1. On 26.11.2025 and 17.02.2026, this court had called upon the petitioner to furnish details of assets of Chief Engineer, CPWD, Bhopal. Ld. counsel has been asked to explain the law to show that Award passed against an entity, can be executed against supervisory/controlling authority of such entity. On last date of hearing one affidavit was filed on behalf of Award Holder to take plea that Union of India represented by Executive Engineer, CPWD Bhopal operates under the larger hierarchy of CPWD, which has head quarter at Nirman Bhawan, New Delhi. In support of such contention, today organizational structure of

CPWD has been filed and reliance has been placed upon judgments passed in **Sundaram Finance Ltd. v. Abdul Samad (2018) 3 SCC 622**, **Daelim Industries Company Ltd. v. Numaligarh Refinery Ltd. 2009 SCC OnLine Del 511** and **Sri Chandershekhar v. Motor Finance Ltd.& Ors. 2014 SCC OnLine Kar 12146**.

2. Ld. counsel submits that property of head quarter of CPWD is liable to be attached in pursuance to award in question.
3. Briefly stated, petitioner herein had invoked arbitration and accordingly an arbitration proceeding took place, wherein petitioner herein was the claimant and respondent was impleaded and the description of respondent in the arbitration proceedings was given as Union of India through Executive Engineer, Bhopal Central Division-II. The petitioner herein was awarded a tender in respect of execution of work related to a girls hostel including internal and external finishing, electrical work etc. The respondent herein had appointed the arbitrator, who decided the claim of petitioner herein and place of arbitration was decided to be Delhi.
4. The question framed by this court was so framed, in view of the fact that the petitioner herein was awarded the work at Bhopal and that work was so awarded by Executive Engineer, CPWD, Bhopal. In that situation execution of the Award in New Delhi, on the basis of head office of CPWD being situated within territorial jurisdiction of this court, was questioned.
5. I have given due consideration to the contentions of ld. counsel and had perused the judgments cited before me. The above

mentioned judgments actually do not deal with the issue involve here, though, a help can be obtained even from the ratio of those judgments. In those judgments courts held that award can be executed anywhere in India, where the Award Debtor or its property is situated and no transfer certificate is required for a such purpose. This ration establishes the fact that execution can be launched at a place where assets of Award Debtor is situated.

6. Bringing suit by or against any functionary of Government of India, is a different scenario. The functionary of Government of India is to be represented in the name of Union of India. However, execution of any decree is a bit different matter, wherein it is not a general kind of hearing between two entities. In execution proceedings, the most important point for consideration remains whether the assets and properties of the Judgment Debtor is situated within territorial jurisdiction of that court. If no asset is situated within territorial jurisdiction, then the court concerned cannot issue any warrant for a property situated beyond its territorial jurisdiction. In respect of a decree passed by a Civil Court, in a situation where asset is found located beyond the territorial jurisdiction of the court which passed the decree, a transfer certificate is obtained by the Decree holder and decree is presented for execution before such court, having territorial jurisdiction over the properties/assets of the Judgment Debtor. However, in respect of an arbitral award Hon'ble Supreme Court in the case of **Sundram Finance Limited v. Abdul Samad**, (2018) 3 SCC 622 (as referred by ld. counsel for petitioner), it was held and clarified that for an arbitral award, there is no requirement to obtain transfer certificate as such. An

arbitral award can be presented before any court in India for execution, if the asset/property of Award Debtor is found located within territorial jurisdiction of that court.

7. The core question is that whose assets are to be attached? The execution petition has to be filed in the court keeping in view the territorial jurisdiction of assets of the judgment debtor/award debtor.
8. Coming back to the facts of the present case, CPWD was the opposite party against which award was passed. The property of CPWD is spread all over India. Different offices of CPWD through the local head, indulge into various local works, wherein local contracts are awarded for the purpose of completion of such work. In the present case, such work was done at Bhopal at the instance and supervision of Executive Engineer, CPWD, Bhopal. In that situation, on the basis of the fact that the concerned proceedings was brought in the name of Union of India, question is whether Ministry or Head office at New Delhi having control over CPWD would also be treated as the award debtor?
9. To my mind, the memo of party and the given description of a government entity, may not always be the relevant factor to be looked into when it comes to execution of a decree or an award. In the case of execution of any decree or award, the court has to look for the actual judgment debtor/award debtor, rather than as per description given in memo of parties to mention "Union of India". "Union of India" is represented by a particular entity, depending upon parties to a particular transaction. One criteria can be to look into the contract between the parties, which was the basis for the relevant transactions, so as to ascertain who

were the parties to the contract? That would help to find out who is the actual award debtor, whose property is liable to be attached. If one particular government office/department is found to be actual debtor, then just because that government office/department is controlled or supervised by next level of hierarchy, would not make that supervisory/controlling authority a judgment/award debtor, unless it is shown that the transaction entered into by the particular department, was in the name of such supervisory/controlling authority, or that assets lying in the hands of supervisory/controlling authority and the assets lying in the hands of actual contracting entity, are to be treated as asset of same entity.

10. In this respect I deem it fit to refer to logic explained by Supreme Court in a case involving bank transaction. Hon'ble Supreme Court in the case of *Agencia Commercial International Ltd. v. Custodian of the Branches of Banco Nacional Ultramarino*, (1982) 2 SCC 482, followed the earlier decision in the case of *Delhi Cloth & General Mills Co. Ltd.* and held as hereunder: -

“14. Now it is indisputable as a general proposition that a body corporate and its branches are not distinct and separate entities from each other, that the branches constitute mere components through which the corporate entity expresses itself and that all transactions entered into ostensibly with the branches are in legal reality transactions with the corporate body, and it is with the corporate body that a person must deal directly. But it is also now generally agreed that in the case of a Bank which operates through its Branches, the Branches are regarded for many purposes as separate and distinct entities from the Head Office and from each other. This Court observed in Delhi Cloth and General Mills Co. Ltd. v. Harnam Singh, (1955) 2 SCR 402 at p. 422 : (AIR 1955 SC 590 at p. 598):

*“In banking transactions the following rules are now settled: (1) the obligation of a bank to pay the cheques of a customer rests primarily on the branch at which he keeps his account and the bank can rightly refuse to cash a cheque at any other branch: Rex v. Lovitt, ((1912) AC 212 at p. 219), Bank of Travancore v. Dhirit Ram, 69 Ind App 1, 8 and 9 : (AIR 1942 PC 6) and New York Life Insurance Co. v. Public Trustee (1924) 2 Ch 101, 110 at p. 117, a customer must make a demand for payment at the branch where his current account is kept before he has a cause of action against the bank: Joachimson v. Swiss Bank Corporation, ((1921) 3 KB 110) quoted with approval by Lord Reid in Arab Bank Ltd. v. Barclays Bank, (1954 AC 495, 531). The rule is the same whether the account is a current account or whether it is a case of deposit. The last two cases refer to a current account; the Privy Council case Bank of Travancore v. Dhirit Ram (supra) was a case of deposit. Either way, there must be a demand by the customer at the branch where the current account is kept, or where the deposit is made and kept, before the bank need pay, and for these reasons the English Courts hold that **the situs of the debts is at the place where the current account is kept and where the demand must be made.**”*

11. Applying the logic of situs of debt, it can be said that if asset of Ministry/Head Quarter, is to be treated as asset of office of Executive Engineer, CPWD, Bhopal, then certainly an award passed against Executive Engineer, CPWD, Bhopal, can be executed against the assets in the name of Ministry/Head Quarter, CPWD. Otherwise, just because Ministry/Head Quarter, CPWD is the controlling authority over office of Executive Engineer, CPWD, Bhopal, treating Ministry/Head Quarter, CPWD as award debtor or treating properties/assets of Ministry/Head Quarter, CPWD liable towards award passed in respect of contract entered into by Executive Engineer, CPWD, Bhopal, would not be a logical conclusion. If asset of

ministry/Head Quarter, CPWD is to be treated liable to make good the award passed in respect of liabilities of office of CPWD at Bhopal, then adopting same analogy, one can also claim asset of CPWD, Chennai being liable to be attached for the liability incurred by CPWD, Srinagar, and so on, on the premises that all are part of CPWD. This in my opinion, cannot be the scheme of law. Therefore, for attaching properties of the above-mentioned ministry/Head Quarter, CPWD, petitioner has to satisfy aforesaid criteria.

12. Hence, petitioner is directed to furnish certified copy of contract in question, to show the actual parties to the contract. In any other situation, it is for the petitioner to establish that a particular asset is actually belonging to CPWD Bhopal, and such asset is situated within territorial jurisdiction of this court. Ordered accordingly.

**Pronounced in the
Open Court on this
13th Day of April, 2026**

**(PULASTYA PRAMACHALA)
District Judge (Commercial Court)-01,
Patiala House Court, New Delhi**