

**In the Commercial Court and 8th Additional District Judge at
Surat.**

Execution Petition No-204/2025

Order below Exhibit-6

- (1) This is an application filed by the original Claimant under Order-21, Rule-35 of the Code of Civil Procedure, 1908 for issuing possession warrant of the property mention in the arbitral award.
- (2) The notice was issued to the judgment-debtors and they have appeared through their Ld. Advocate. The respondent had submitted application vide Exh. 5 on 03.11.2025 for engaging lawyer which was granted and the date was fixed on 04.12.2025.
- (3) Today on 04.12.2025 the respondent has again made an application vide Exh. 7 to seek an adjournment stating that it has challenged the impugned arbitral award before Hon'ble High Court of Delhi and the Hon'ble High Court has fixed the date of 24.03.2026 and on 31.10.2025 the Senior Counsel of the decree holder has given assurance before the Hon'ble High court that they are not going to press the present execution petition which has been rejected by this Court on the ground mentioned therein. It is well settled that filing of an application under Section 34 of Arbitration and Conciliation Act shall not by itself render that award unenforceable unless the Court grants an

order of stay of the operation of the said arbitration award as per Section 36(2) of the Arbitration and Conciliation Act.

- (4) Heard the Learned Advocate for the applicant. He has submitted as per execution petition and present application. He further submitted that the fruit of the decree be allowed to the plaintiff. And the court has to execute decree as it is and the court cannot go behind decree.
- (5) Before deciding this application, it would be necessary to see legal position first governing execution of decree. It is well settled law that an executing court cannot go behind decree and it has to execute it as it is. However it is also well settled that the executing court can go into the question of executability or otherwise of the decree and consider whether, by any subsequent developments, the decree has ceased to be executable according to its terms. It is also well settled that where the terms of the decree are vague or ambiguous, it is the duty of the executing court to interpret the decree with a view to find out and ascertain the meaning of the terms used.
- (6) Perusing majority arbitral award dated 30.05.2025 it appears that and respondent herein Angoori Devi Educational Cultural Society (ADEC) is liable to vacate and remove itself and staff, belongings, installments fixtures from the School building / premises forthwith. However, we expect the parties to reach a good-faith

consensus in respect of allowing the ongoing academic session, if any, to be completed on suitable terms to avoid disruption of study to protect the interest of the students.

(7) So in view of the aforesaid fact, I hereby pass the following order in the interest of justice.

Order

The present application is hereby allowed.

The execution petition filed by the applicant-plaintiff is hereby allowed.

The possession warrant of the suit property bearing Plot no. 147, White Lotus International School, Vesu, Surat is hereby ordered to be issued in view of the provision of Order-21, Rule-35 of the Code of Civil Procedure, 1908.

The Bailliff is hereby ordered to execute such possession warrant and put applicant plaintiff into possession thereof and report to this court, without fail.

Date : 04.12.2025 [Amitkumar Narendrabhai Dave]

Place: Surat

Commercial Court & 8th
Additional District Judge, Surat
UIC No.GJ00807.