

Misc Arbitration (Commercial) :- 26/2024  
[CNR No. WBBD17-000012-2024]

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**COMMERCIAL COURT AT ASANSOL**

**(FOR THE DISTRICTS OF MURSHIDABAD, BIRBHUM, PURBA  
BARDHAMAN, PASCHIM BARDHAMAN, PURULIA AND  
BANKURA)**

Present :- **Shaikh Kamal Uddin.**  
**Judge, Commercial Court at Asansol.**

JO Code :- **WB01311.**

**I.A No.04 of 2025**

In

**Misc. Arbitration (Commercial) :- 26/2024**  
**[CNR No. WBBD17-000012-2024]**

State of West Bengal. .... Petitioner.

-V E R S U S-

Ramky Infrastructure Limited .... Respondent.

**Order No. 15**

**Dated 05/04/2024**

1. Today stands fixed for hearing of the application under Section 36 (2) of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as A & C Act, 1996) being I.A No.04 of 2025 dated 21/03/2025 filed by the petitioner.
2. Ld. Advocate for the parties appeared through virtual mode.
3. The petitioner is the State of West Bengal, represented by the Executive Engineer, under the Public Works Department, Asansol, Highway Division.
4. The respondent was selected through a tender process by the petitioner for the work of widening and strengthening of existing carriage way and inter-state importance from NH-2 at Asansol to recently constructed inter-mediate bridge at (West Bengal, Jharkhand Border), Runakuraghat consisting of (a) Feeder Road (6KM), (b) Lalgung-Gourandi Road (10KM) and (c) Domahari-Gourandi-Raunakuraghat, in the District of Burdwan under Centrally sponsored scheme of inter-state connectivity for public utility.

5. The bid of the respondent was accepted for a cost of Rs.28,78,20,813.75/- and accordingly letter of acceptance was also issued.
6. Disputes and differences between the petitioner and the respondent were referred to arbitration and the arbitration culminated in an award dated 24/08/2023, further corrected and modified on 17<sup>th</sup> October, 2023 under Section 33 (3) of the A & C Act, 1996.
7. On 16/02/2024, the petitioner filed an application under Section 34 of the A & C Act, 1996 through E-filing for setting aside the award dated 24/08/2023 and the corrected award dated 17/10/2023. The same was registered as Misc. Arbitration (Commercial) Case No.26 of 2024.
8. On 21/03/2025 the petitioner filed an interim application being I.A. No.04 of 2025 in the said Misc. Arbitration Case under Section 36(2) of the A & C Act, 1996 seeking stay of the arbitral award.
9. The said application being I.A. No.04 of 2025 is taken up for hearing.
10. The Ld. Advocate for the petitioner at the very outset submitted that the petitioner is ready and willing to secure the entire awarded amount together with interest calculated up to 31<sup>st</sup> March, 2025. Though written objection has been filed by the respondent, the Ld. Advocate for the respondent in his fairness submitted that the order as prayed for may be allowed subject to securing the entire awarded amount.
11. Section 36 of the A & C Act, 1996 provides for enforcement of the Arbitral Award. Sub-Section 1 of Section 36 lay down that an arbitral award can be enforced in accordance with the provisions of the Code of Civil Procedure, 1908, in the same manner as if it were a decree of the court where the time for making an application to set aside the arbitral award under Section 34 of the A & C Act, 1996 has expired and subject to the provision of Sub-Section 2 of Section 36. Sub-Section 2 of Section 36 of the A & C Act, 1996 mandates that an application for setting aside of the arbitral award by itself shall not render the award unenforceable, unless the court grant an order of stay of the operation of the arbitral award in accordance with the provision of Sub-Section 3 of Section 36 of the A & C Act, 1996. Sub-Section 3 of Section 36 of the A & C Act, 1996 provides that the court may subject to such

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conditions as it may deem fit, grant stay of operation of such award for reasons to be recorded in writing. The proviso to Sub-Section 3 of Section 36 of the A & C Act, 1996 stipulates that the court while considering the application for grant of stay in the case of an arbitral award for payment of money shall have due regard to the provision for grant of stay of money decree under the provisions of the Code of Civil Procedure, 1908. The second proviso to Sub-Section 3 of Section 36 of the A & C Act, 1996 further stipulates that where the court is satisfied that a *prima facie* case is made out (a) that the arbitration agreement or contract which is the basis of the award or (b) the making of the award was induced or effected by fraud or corruption, it shall stay the award unconditionally pending disposal of the challenge under Section 34 to the award.

12. In the present case, since the petitioner is ready and willing to secure the awarded amount together with the interest, which has been calculated to be Rs.6,02,01,582/- as on 31<sup>st</sup> March, 2025, the petitioner will therefore furnish security of the aforesaid sum of Rs.6,02,01,582/- in the form of renewable Bank Guarantee in favour of the respondent within six weeks from date. There will be unconditional stay of the award dated 24/08/2023 and the corrected award dated 17/10/2023 passed by the Ld. Arbitrator for a period of six weeks from date. In the event the bank guarantee as directed is furnished, the stay granted will continue till the disposal of the application under Section 34 of the A & C Act, 1996.
13. On the failure of the petitioner to furnish the Bank Guarantee as directed, the respondent will be at liberty to execute the award in accordance with law.
14. I.A No.04 of 2025 dated 21/03/2025 is accordingly disposed of.  
Fix 25/04/2025. for hearing of the Section 34 application.  
D/C by Me.

**Judge, Commercial Court  
At Asansol**

**Judge, Commercial Court  
At Asansol**