



IN THE HIGH COURT OF ORISSA AT CUTTACK

W.P.(C) No.23157 of 2025

Susri Plastic Industry Pvt. Petitioner(s)
Ltd., Bhubaneswar

Mr. Soumya Ranjan Mohanty, Adv.
-versus-

The New India Assurance Opposite Party (s)
Company Ltd., Bhubaneswar

Mr. Prasanta Kumar Mahali, Adv.

CORAM:
HON'BLE DR. JUSTICE SANJEEB K PANIGRAHI

ORDER
10.10.2025

Order
No.

04. 1. This matter is taken up through hybrid arrangement.
2. In filing this Writ Petition, the Petitioner being the proprietor of the Industry in question, has challenged the order dated 07.09.2023 passed by the learned Sr. Civil Judge (Commercial Court), Bhubaneswar vide Annexure-5.

Apart from the above challenge, the Petitioner has also sought for a direction from this Court to the Regional Manager, the New India Assurance Company Ltd., Bhubaneswar/Opposite Party for making payment of the outstanding dues of Rs.16,31,095/- along with interest @ 18% per annum from 04.02.2023 till the date of actual payment, in his favour.

Signature Not Verified 3. Heard.





4. Factual scenario of the case as well as submissions made on behalf of both the parties in brevity remain:-

(i) The Petitioner's industrial unit in question was razed due to the super cyclone in the State of Odisha in the year 1999. Since the raw materials and machineries installed in the said Industrial unit of the Petitioner were insured at that point of time, the Petitioner and the Opposite Party based on the arbitration clause mentioned in the insurance agreement approached the sole arbitrator.

(ii) Accordingly, upon hearing both the parties the learned Arbitrator vide award dated 19.06.2007 directed the Opposite Party to pay a sum of Rs.1,97,96,406/- along with 18% interest per annum from the date of award till its realization, to the Petitioner.

(iii) Challenging the said award, the Opposite Party preferred an application as per the provision under Section 34 of the Arbitration and Conciliation Act, 1996 vide ARBP No.520 of 2007 before the learned District judge, Bhubaneswar which was dismissed vide judgment dated 27.02.2010. Thereafter, the Opposite Party preferred an appeal as per the provision under Section 37 of the Arbitration and Conciliation Act vide ARBA No.14 of 2010 before this Court which was also dismissed vide judgment dated 26.04.2022.



(iv) Being aggrieved with the above orders/judgments, the Opposite Party preferred SLP(C) No.1930 of 2023 before the



Supreme Court which was also dismissed vide order dated 23.01.2023.

(v) After dismissal of above noted applications at the instance of the Opposite Party, the Execution Petition preferred by the Petitioner vide Execution Case No.6 of 2007 was taken up for adjudication. During course of hearing of the said Execution Petition the Petitioner had filed a calculation sheet in terms of the award dated 19.06.2007. In the said calculation sheet the total amount was calculated as Rs.7,38,40,669/- which was also accepted by the learned Court below.

(vi) Upon hearing both the parties and taking into account the above noted calculation sheet submitted by the Petitioner on 19.08.2022, the learned Court below directed the Opposite Party to do the needful for payment of the said amount in favour of the Petitioner. Thereafter, the Opposite Party attempted to delay the process of litigation. Finally, vide order dated 04.02.2023 the learned Commercial Court, Bhubaneswar released the above noted amount in favour of the Petitioner without seeking any fresh calculation sheet. But, as per the award dated 19.06.2007 the total amount as on 04.02.2023 comes to Rs.7,54,71,764/-.

(vii) Learned counsel for the Petitioner submits that the Petitioner has received the awarded amount along with



realization. Therefore, as per the award dated 19.06.2007 the Petitioner is entitled to get a sum of Rs.16,31,095/- more towards the interest payment till the actual realization of the awarded amount.

(viii) In order to get the said balance amount the Petitioner preferred another Execution Petition vide Execution Case No.268 of 2023. However, the learned Commercial Court vide order dated 07.9.2023 disposed of the said Execution Case without appreciating the facts and circumstances in proper prospective.

(ix) Being aggrieved with the impugned order dated 07.09.2023 the Petitioner has preferred this Writ Petition.

(x) Challenging the impugned order dated 07.09.2023, learned counsel for the Petitioner submits that though the Petitioner had submitted the calculation sheet on 19.08.2022, the case was disposed of on 04.02.2023 without seeking any further calculation sheet. Hence, the Petitioner deserves to get the above noted balance amount insofar as the interest part is concerned. He, accordingly, prays for allowing the prayer made in this Writ Petition.

(xi) Learned counsel for the Opposite Party/Insurance Company submits that the Opposite Party has paid the entire awarded amount as per the calculation sheet given by the Petitioner. Hence, there is no illegality in the impugned



5. Considering the submissions made on behalf of both the parties and looking to the award dated 19.06.2007, this Court is of the view that the Petitioner deserves to get interest till the date of realization of the award. Since the awarded amount has been released in favour of the Petitioner on 04.02.2023 based on the calculation sheet dated 19.08.2022, this Court directs Opposite Party/Insurance Company to recalculate the interest as per the award dated 19.06.2007 and pay the balance interest amount after making deduction of the TDS, if any, to the Petitioner as per the procedure prescribed for the said purpose, within a period of one month from the date of presentation of an authenticated copy of this order.

6. This Writ Petition is, accordingly, disposed of.

(Dr. Sanjeeb K Panigrahi)
Judge

Ayaskanta