

**HIGH COURT OF JUDICATURE FOR RAJASTHAN
BENCH AT JAIPUR**

S.B. Civil Writ Petition No. 10512/2018

1. Secretary, Women And Child Development Department,
Secretariat, Jaipur Raj.
2. Director, Integrated Child Development Services, 2
Jalpath, Gandhi Nagar, Jaipur Raj.

-----Petitioners

Versus

M/s Jvs Foods Pvt. Ltd., Registered Office G-220, Sitapura
Industrial Area, Tonk Road, Jaipur Raj.

-----Respondent

For Petitioner(s)	:	Mr. Manoj Sharma AAG Ms. Pooja Sharma
For Respondent(s)	:	Mr. N.K. Maloo Sr Adv. Mr. Ajit Maloo Mr. Lakshay Pareek Mr. Raghav Sharma Mr. Harsh Pratap Singh Mr. Pratyush

HON'BLE MR. JUSTICE BIPIN GUPTA
Judgment / Order

24/02/2026

1. The matter comes upon an application No. 01/2026 for early disposal of the writ petition and factum of payment of INR 48,23,590/- pertaining to the award dated 26.06.2012 taken on record.
2. For the reasons mentioned in the application for early disposal of the writ petition, the same is allowed.
3. With regard to the factum of payment, learned counsel for the respondents submits that a certain penalty was imposed upon the respondent-contractor. In pursuance thereof, the respondent-contractor deposited a sum of Rs. 48,23,590/- on 09.03.2010. Thereafter, the respondent invoked the arbitration provisions, and an award was passed on 26.06.2012.

4. Learned counsel for the respondents further submits that, in execution of the award, the amount of Rs. 48,23,590/- was recovered by the respondent on 23.05.2018. It is also submitted that no objections under Section 34 of the Arbitration and Conciliation Act, 1996 were filed against the award dated 26.06.2012. The present writ petition has been filed challenging the rejection of the petitioner's objections in the execution proceedings.

5. Learned counsel for the respondent submits that, during the execution proceedings, interest was also awarded to the respondent-contractor, which was calculated at Rs. 34,12,722/-. It is further submitted that the department obtained an undertaking from the respondent-contractor to the effect that if he waives his right to recover the said interest amount, his security deposit of Rs. 72,10,000/- would be refunded. In pursuance of the said undertaking, the security deposit was refunded. Vide letter dated 11.07.2023, the same is taken on record.

6. Learned counsel for the respondent further submits that, in order to avoid unnecessary litigation pending before this Court, he is voluntarily offering to refund the amount of Rs. 48,23,590/- to the petitioner. He prays that since the entire amount is being refunded by way of Demand Draft, the present writ petition be rendered infructuous.

7. Per contra, learned counsel for the petitioner submits that the amount is being repaid without any interest, and therefore, the writ petition should not be rendered infructuous without payment of appropriate interest.

8. Heard and perused the material available on record.

9. This Court finds that it is an undisputed fact that the amount of Rs. 48,23,590/- was deposited by the respondent on 09.03.2010 and in the arbitration proceedings, an award was passed in favour of the respondent on 26.06.2012, whereby the said amount was directed to be refunded to the respondent. The said amount was recovered in execution proceedings on 23.05.2018 and no application under Section 34 of the Act was filed and that objections were raised only in the execution proceedings, which were rejected. It is an admitted position that the amount deposited by the respondent on 09.03.2010 remained with the petitioner department until 23.05.2018, i.e., for a period of more than eight years.

10. This Court finds that the amount which was recovered from the petitioner Department on 23.05.2018 has remained with the respondent till date i.e. 24.02.2026. Today, the demand draft dated 18.02.2026, has been handed over to the petitioner. Thus, the amount remained in the hands of respondent for less than eight years.

11. Thus, this Court finds that no loss of interest has been caused to the petitioner. Considering the prayer and offer made by the respondent to refund the amount of Rs. 48,23,590/- (and the incidental amount), this Court deems it appropriate to put an end to the present litigation. The respondent has handed over a Demand Draft bearing No. 002045 dated 18.02.2026, drawn on AU Small Finance Bank, for Rs. 48,23,590/-.

12. In view of the foregoing, the present writ petition has become infructuous and is accordingly disposed of.

13. However, in the event that the Demand Draft is not honoured, the petitioner shall be at liberty to file an appropriate application seeking recall of this order.

14. Pending application(s), if any, also stand disposed of.

(BIPIN GUPTA),J

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