

**IN THE HIGH COURT OF ORISSA AT CUTTACK****W.P.(C) No.21111 of 2025****along with****W.P.(C) No.24348 of 2024**

(In the matters of applications under Articles 226 and 227 of the Constitution of India, 1950).

(In W.P.(C) No.21111 of 2025)

Director, Land Records & Surveys *Petitioner(s)*
Govt. of Odisha & Anr.

-versus-

Sylvesa Infotech Pvt. Ltd. *Opposite Party(s)*

Advocates appeared in the case through Hybrid Mode:

For Petitioner (s) : *Mr. Debasish Nayak, AGA.*

-versus-

For Opp. Party(s) : *Mr. A. R. Sethy, Adv.*
Mr. J.P. Behera, Adv.

(In W.P.(C) No.24348 of 2024)

Sylvesa Infotech Pvt. Ltd. *Petitioner(s)*

-versus-

State of Odisha and Anr. *Opposite Party(s)*

Advocates appeared in the case through Hybrid Mode:

For Petitioner (s) : *Mr. A. R. Sethy, Adv.*
Mr. J.P. Behera, Adv.

-versus-

For Opp. Party(s) : *Mr. Debasish Nayak, AGA*



CORAM:

DR. JUSTICE SANJEEB K PANIGRAHI

DATES OF HEARING:- 20.08.2025

DATE OF JUDGMENT:- 10.10.2025

Dr. Sanjeeb K Panigrahi, J.

1. Since common questions of fact and law are involved in the above-mentioned Writ Petitions, the same were heard together and are being disposed of by this common judgment. However, this Court finds it appropriate to treat W.P.(C) No.21111 of 2025 as the leading case for proper adjudication of both the matters.
2. W.P.(C) No.21111 of 2025 is preferred by the Petitioners/ State challenging the order dated 02.05.2025 passed by the learned Senior Civil Judge (Commercial Court), Cuttack in ARBP No.25 of 2023 allowing the petition dated 22.10.2024 filed by the Petitioners/ State for stay operation of award dated 15.05.2023 and stay further proceedings in ARBP Execution Case No.257 of 2023 subject to deposit of the entire award amount till the date of the award i.e. 15.05.2023 by the Petitioners/ State.
3. W.P.(C) No.24348 of 2024 has been filed by the Petitioner/ Company seeking a direction from this Court for early disposal of Execution Case No.257 of 2023 by the learned Senior Civil Judge (Commercial Court), Cuttack.

I. FACTUAL MATRIX OF THE CASE:

4. For furnishing the Modern Record Room, an agreement was signed between the parties for Installation of Computer and Peripherals, Compactors and Furniture to 113 Modern Record Rooms in two



divisions. Work order was issued in favour of the present Opposite Party on 7.1.2013.

5. The project was to be completed within 12 months from the date of signing of the Agreement. The payment schedule was fixed at 80% after delivery of items and 20% after successful installation and running of items for 1 month.
6. There were certain delays and requests for priority completion as well as extension of time in the middle, after which on 13.8.2014, the present Petitioner terminated the Agreement.
7. On 24.11.2014, the Petitioner blacklisted the present Opposite Party. Aggrieved, the present Opposite Party had approached this Court in W.P.(C) No. 23714 of 2014 challenging the same. This Court vide order dated 3.12.2014 was pleased to quash the blacklisting order on the ground that no show cause notice was issued to the Opposite Party herein.
8. Accordingly, on 2.4.2015, the present Petitioner issued a show cause notice for blacklisting the present Opposite Party. The present Opposite Party then filed W.P.(C) No. 7400 of 2015 before this Court seeking stay of the show cause notice. Vide order dated 15.4.2015, this Court was pleased to dispose of the aforementioned Writ Petition and direct the present Opposite Party to file its reply before the Petitioner. It was also directed that the present Petitioner would dispose of the show cause reply only after granting personal hearing to the Opposite Party.
9. During Personal hearing on 21.7.2015 before the Petitioner, the Opposite Party requested to allow him to complete the work. The said



request was allowed and the Opposite Party was permitted to complete the work of 45 Tahasils on 21.7.2015. Work order for resumption of work was issued accordingly on 7.10.2015.

10. The present Opposite Party sent a notice for settlement of his claim of Rs.108,01,39,674.49 vide their letter No. SREF/548/18-19 dated 15.2.2019. With reference to this notice, the Opposite Party again sent a notice No. SREF/551/18-19, dated 9.3.2019 and appointed an arbitrator Sri Bimal Prasad Das, retired Judge, Orissa High Court, Cuttack requesting to appoint him as arbitrator from his side.
11. In response to the above notices of the Opposite Party, the Petitioner has clarified that the claims and outstanding dues were intimated to the Opposite Party that as per the clause 7.11.1 of the RFP, which is part of the agreement, the Principal Secretary, Revenue & DM Department, Odisha is the sole arbitrator for settlement of issues.
12. Thereafter, the present Opposite Party filed ARBP No. 27 of 2019 before this Court seeking appointment of a sole arbitrator. This Court vide order dated 5.3.2021 appointed Justice B.P.Das (former Judge) as sole arbitrator to adjudicate upon the disputes between the Parties.
13. Accordingly hearing in the thus instituted Arbitration Proceeding No. 45 of 2021 commenced. Vide award dated 15.5.2023, the Ld. Sole Arbitrator directed the present Petitioner to pay Rs. 7,46,45,227/- to the present Opposite Party within three months, failing which the amount shall carry interest at 10% till its realization.
14. The present Petitioner filed ARBP No. 25 of 2023 against the award dated 15.5.2023 u/s 34 of the A&C Act before the Commercial Court, Cuttack on 21.6.2023.



15. The present Opposite Party filed Execution Petition No. 257 of 2023 before the Commercial Court, Cuttack on 5.10.2023 seeking enforcement of the award dated 15.5.2023.
16. The present Petitioner sought stay of the execution proceeding in ARBP No. 25 of 2023 which was allowed subject to deposit of the entire award amount vide the Ld. Commercial Court's order dated 2.5.2023.
17. Aggrieved, the present Petitioner has filed the present Writ Petition.
18. Now that the broad facts leading up to the instant Petition have been laid down, this Court shall endeavour to fully summarise the contentions of the Parties and the broad grounds that have been urged to seeking the exercise of this Court's plenary powers of supervisory jurisdiction.

II. PETITIONERS' SUBMISSIONS:

19. It is submitted by Ld. Counsel for the Petitioner that the Impugned Order is liable to be set aside as the Ld. Sr Civil Judge (Commercial Court), Cuttack has failed to assign any reasons as to why a deposit of 100% is required and has based its order on the Opposite Party's mere asking that the Petitioner be directed to deposit 100%.
20. It is further contended that the arbitral award which is also assailed before the Ld. Sr Civil Judge (Commercial Court), Cuttack, suffers from perversity, patent illegality and non-application of mind. It is the Petitioner's contention that when the arbitral award itself has good reasons to be set aside, a deposit of 100% of the awarded amount would be an onerous burden placed on the Petitioner. The same would also lead to financial ruin and therefore, keeping in mind the



balance of convenience, the Petitioner's may not be asked to deposit 100% of the awarded amount.

III. OPPOSITE PARTY'S SUBMISSIONS:

21. *Per contra*, it is submitted by Ld. Counsel for the Opposite Party/Company that the Ld. Sr. Civil Judge (Commercial Court), Cuttack has considered the application for stay preferred by the present Petitioners/ State on merits and given the bar under Section 8 of the Commercial Courts Act, this Court ought to be slow to interfere with the same.

22. It is further submitted that the present arbitral award is a money decree and that this Court as well as the Supreme Court have time and again upheld, even directed that the condition of deposit of 100% of the awarded amount is appropriate as the Judgment Debtors should not be permitted to shirk their responsibilities and obligations.

IV. ISSUES FOR CONSIDERATION:

23. Having heard the parties and perused the materials available on record, this court has identified the singular following issue that has to be determined which have emerged contentiously during the course of the hearing and is germane to finally decide the *lis* at hand;

A. WHETHER THE LD. SR CIVIL JUDGE (COMMERCIAL COURT), CUTTACK HAS CORRECTLY ADJUDICATED THE REQUEST FOR STAY OF THE EXECUTION PROCEEDING PREFERRED BY THE PRESENT PETITIONER?

24. This Court is first required to keep in view the fact that the impugned order has been passed by the Commercial Court. In view of the provisions contained in Section 8 of



the Commercial Courts Act, 2015, there is a bar against entertaining the revision against an interlocutory order. Section 8 of the Act, 2015 reads as under:

“8. Bar against revision application or petition against an interlocutory order.

Notwithstanding anything contained in any other law for the time being in force, no civil revision application or petition shall be entertained against any interlocutory order of Commercial Court, including an order on the issue of jurisdiction, and any such challenge, subject to the provisions of section 13, shall be raised only in an appeal against the decree of the Commercial Court.”

25. The provisions of Section 8 of the Commercial Courts Act, 2015 cannot operate as an absolute bar to exercise of the power under Article 227 of the Constitution of India. Section 8 despite its initial non-obstante clause, cannot operate as an absolute bar to the exercise of the power of judicial review by High Courts, which is conferred by the Constitution of India under Article 227 thereof, since the 2015 Act is a subordinate legislation under the Constitution, the latter being the grundnorm of the Indian legal system cannot obstruct the powers of this Court under Articles 226 and 227 of the Constitution of India.

26. A creature of the Constitution of India cannot act in negation of the provisions of the Constitution of India. This Court is reminded of *Surya Dev Rai v. Ram Chander Rai*¹, concerned with the impact of the amendment in Section 115 of the CPC brought about by the

¹ (2003) 6 SCC 675



amendment of the CPC with effect from 1st July, 2002. In the wake of the said amendment, a question arose, whether on such amendment restricting/limiting the orders of the subordinate courts with respect to which a revision application under Section 115 of the CPC could be preferred to the High Court, an aggrieved person was completely deprived of the remedy of judicial review under Article 227 also. It was held, that curtailment of revisional jurisdiction of the High Court did not take away and could not have taken away the constitutional jurisdiction of the High Court to issue a writ of certiorari to a civil court, nor was the power of superintendence conferred on the High Court under Article 227 of the Constitution taken away or whittled down. It was further held that the said power continued to exist, untrammelled by the amendment in Section 115 CPC and remained available to be exercised, subject to the rules of self-discipline and practice, which were well settled. Similarly, in *State of Gujarat v. Vakhatsinghji Vajesinghji, Vaghela*², *Jetha Bai and Sons, Jew Town, Cochin v. Sunderbas Rathenai*³, *State of H.P. v. Dhanwant Singh*⁴ and *Union of India v. Major General Shri Kant Sharma*⁵ it was held that the legislature cannot take away the power of superintendence of the High Court under Article 227 of the Constitution over all Courts and Tribunals which are within the territories in relation to which the High Court exercises its

² AIR 1968 SC 1481

³ (1988) 1 SCC 722

⁴ (2004) 13 SCC 331

⁵ (2015) 6 SCC 773



jurisdiction. Rather, in *L. Chandra Kumar v. Union of India*⁶, judicial review including under Article 227, was held to be a basic feature of the Constitution, even beyond the realm of amendability and Clause 2(d) of Article 323A and Clause 3(d) of Article 323B, to the extent excluded the jurisdiction of the High Court and Supreme Court under Articles 226/227 and 32 of the Constitution with respect to matters falling within the jurisdiction of the Courts and Administrative Tribunals referred to therein, were held to be unconstitutional.

27. The Parliament has, mandated that no civil revision application or petition shall be entertained against the interlocutory order of Commercial Court. It has taken care to provide that an interlocutory order on the issue of jurisdiction also cannot be made the subject matter of challenge and any challenge to such order shall be raised only in an appeal against the decree of Commercial Court. Having regard to the legislative object and the intent of the legislature in barring the remedy of revision, which is otherwise available to a party in civil proceedings, the exercise of writ jurisdiction under Article 227 of the Constitution of India, though not ousted, yet needs to be informed by the limited nature of the said jurisdiction, lest the legislative object of proscribing revision would be defeated if the legality, propriety and correctness of every order passed by the Commercial Court is examined in exercise of the supervisory jurisdiction under Article 227 of the Constitution of India.

⁶ (1997) 3 SCC 261



28. Thus this petition under Article 226 and 227 of the Constitution of India with respect to orders of the Commercial Courts at the level of the District Judge is maintainable and the jurisdiction and powers of the High Court have not been affected in any manner whatsoever by Section 8 of the Commercial Courts Act. However, this Court shall endeavour to exercise restraint unless the matter warrants interference.

29. Now this Court shall examine the merits of the Petition.

30. A swift and smooth enforcement of domestic arbitral awards is unquestionably an ideal prospect, but can be elusive at times due to the framework for court proceedings involved in enforcing an award. The time taken and procedures involved in enforcement proceedings have drawn substantial criticism over the years, paving the way for the amendments in 2015 and 2019 to the Arbitration and Conciliation Act, 1996 (the "Arbitration Act").

31. Section 36 of the Arbitration Act provides that a domestic arbitral award shall be enforced in the same manner as if it were a decree passed by the court, once the time prescribed for making an application to set aside the award under Section 34 of the Arbitration Act had expired or an application made for this purpose had been refused. Prior to its amendment in 2015, the Arbitration Act did not specifically address the issue of whether the operation of a domestic arbitral award would be stayed while a challenge to the award under Section 34 of the Arbitration Act was pending.



32. Considering this issue, the Supreme Court, in *National Aluminum Company Ltd. (NALCO) v. Pressteel & Fabrications (P) Ltd. and Anr.*⁷ held that a domestic arbitral award becomes "unexecutable" once it is challenged under Section 34 of the Arbitration Act, and that such "automatic suspension" would apply until challenge proceedings were dismissed.

33. This 'automatic stay' rule (as it came to be colloquially known) forced an award-holder to await the outcome of challenge proceedings before any steps could be taken to enforce the award. The hardship caused by this rule was exacerbated by general delays faced in disposal of court proceedings. This state of affairs drew substantial criticism, including in 2014 from the Law Commission of India in its 246th Report.

34. Parliament then enacted the Arbitration & Conciliation (Amendment) Act, 2015 (the "2015 Amendment"), which sought to do away with the automatic stay rule. It amended Section 36 by stipulating that the mere filing of a challenge under Section 34 would not render a domestic arbitral award unenforceable, and a stay of the operation of the award would have to be specifically sought from and granted by the relevant court. Accordingly, unless a court stayed the operation of an award, the award-holder was at liberty to have it enforced in accordance with the Arbitration Act. The 2015 Amendment became effective on October 23, 2015.

⁷ (2004) 1 SCC 540



35. Section 36 of the A&C Act, as amended in 2015 is reproduced hereinbelow for the sake of convenience:

“36. Enforcement--(1) Where the time for making an application to set aside the arbitral award under section 34 has expired, then, subject to the provisions of sub-section (2), such award shall be enforced in accordance with the provisions of the Code of Civil Procedure, 1908 (5 of 1908), in the same manner as if it were a decree of the court.

(2) Where an application to set aside the arbitral award has been filed in the Court under section 34, the filing of such an application shall not by itself render that award unenforceable, unless the Court grants an order of stay of the operation of the said arbitral award in accordance with the provisions of sub-section (3), on a separate application made for that purpose.

(3) Upon filing of an application under sub-section (2) for stay of the operation of the arbitral award, the Court may, subject to such conditions as it may deem fit, grant stay of the operation of such award for reasons to be recorded in writing:

Provided that the Court shall, while considering the application for grant of stay in the case of an arbitral award for payment of money, have due regard to the provisions for grant of stay of a money decree under the provisions of the Code of Civil Procedure, 1908 (5 of 1908).]

2[Provided further that where the Court is satisfied that a Prima facie case is made out that,--

(a) 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.

Explanation.--For the removal of doubts, it is hereby clarified that the above proviso shall apply to all court cases arising out of or in relation to arbitral proceedings, irrespective of whether the arbitral or court proceedings were commenced prior to or after the commencement of the Arbitration and Conciliation (Amendment) Act, 2015 (3 of 2016)."

36. Having considered the submissions of the Parties, the Court in an Application under Section 36(3) of the Arbitration Act exercises its discretion in granting a stay of the impugned Award. Whether to impose conditions and to what extent is dependent upon the facts and circumstances of each case. Once an Award is passed by the learned Arbitrator, till it is stayed, the Award is in the form of the decree and can be executed in that form by the Executing Court and thus, whether the Section 34 Petition has been dismissed or it is yet to be considered, the same parameters would apply for stay of the Award.

37. This Court also refers to the decision of the Delhi High Court in *Power Mech Projects Ltd. v. Sepco Electric Power Construction Corporation*⁸, wherein the Delhi High Court has referred to the Supreme Court decisions in *Srei Infrastructure Finance Limited v. Candor Gurgaon Two Developers and Projects Pvt. Ltd.*⁹ and *Manish v. Godawari Marathwada Irrigation Development*

⁸ 2020 SCC OnLine Del 2049

⁹ SLP (C) Nos. 20895-20897/2019



*Corporation*¹⁰, wherein the Supreme Court had directed 100% deposit of the awarded amount. The Delhi High Court has in that case held that in the view of the recent decisions of the Supreme Court, the Petitioner must deposit 100% of the awarded amount to secure the Respondent.

38. Relevant order of Supreme Court in *SREI Infrastructure Finance Limited (supra)* reads as under:—

“Heard learned counsel on both sides.

In the circumstances of the case, we consider it appropriate, in the interest of justice, that the following interim order shall be in force during the pendency of proceedings under Section 34 of the Arbitration and Conciliation Act, 1996:—

There shall be interim stay of the award subject to the petitioner’s depositing 60% of the amount of the decree. The remaining 40% of the amount shall be secured by way of bank guarantee(s) of the nationalized bank within eight weeks. The respondent shall be at liberty to withdraw the said amount on furnishing appropriate security.

The proceedings under Section 34 of the Arbitration and conciliation Act, 1966 may be decided as expeditiously as possible, not later than six months.

The special leave petitions are disposed of accordingly.”

39. Relevant order of the Supreme Court in *Manish (supra)* reads as under:—

“No one appears for the respondent, even though served.

The Bombay High Court has ordered 60% deposit, pending the Section 37 appeal. We have passed orders

¹⁰ SLP (C) Nos. 11760-11761/2018



stating that since these are money decrees there should be 100% deposit, with the respondent being entitled to withdraw the amount deposited and furnish solvent security to the satisfaction of the High Court.

Accordingly, we set aside the impugned orders dated 19.03.2018 and mandate a 100% deposit be made within a period of eight weeks from today.

The Special Leave Petitions are disposed of accordingly.”

40. The principle that emerges from this is that where it is in the interest of justice to direct the deposit of 100% of the awarded amount, where the Award is in the nature of money decree and stay of the impugned Award has been sought, the same can and may be directed.
41. The A&C Act aims to provide a fair, efficient, and binding mechanism for dispute resolution, in line with international practices. One of the essential aspects of arbitration is the enforcement of arbitral awards, which gives finality and teeth to the arbitral process. However, enforcement is not absolute. Section 36 of the Act deals with the enforcement of arbitral awards and provides for the conditions under which an award may be enforced as if it were a decree of the court. Particularly, Section 36(3) empowers the court to impose conditions, including ordering the full deposit of the awarded amount, while considering an application for stay of enforcement. The purpose is to balance the interests of the award holder and the judgment debtor, preventing frivolous objections and undue delays.
42. Section 36(3) of the Act was introduced via the 2015 Amendment to prevent automatic stay of awards merely because a challenge under Section 34 has been filed. Instead, a party seeking stay must file a



separate application, and the court, in its discretion, may grant a stay subject to such conditions as it may deem fit. The legislative intent is clear: the discretion conferred on the court is to ensure that award holders are not left remediless during the pendency of often-protracted challenges. In this light, a direction to deposit the entire awarded amount is a valid exercise of judicial discretion. It neither pre-empts the challenge under Section 34 nor prejudices the rights of the award debtor, as it merely secures the awarded sum.

43. Judicial discretion under Section 36(3) is neither arbitrary nor unbridled. It must be exercised judiciously, based on the facts of each case. Courts often consider factors such as the financial position of the judgment debtor, the nature of the objections under Section 34, the conduct of the parties, and whether any part of the award has already been satisfied. The Supreme Court in *Pam Developments Pvt. Ltd. v. State of West Bengal*¹¹ clarified that no straitjacket formula exists, and the courts must weigh the equities involved. However, once such discretion is exercised on a reasoned basis, it becomes an integral part of the judicial process and is not to be lightly interfered with under supervisory jurisdiction, especially under Article 227 of the Constitution.

44. Article 227 confers on High Courts the power of superintendence over all courts and tribunals within their jurisdiction. However, this power is supervisory, not appellate. It is meant to ensure that courts act within their jurisdiction and follow the procedural framework. It is not intended to re-evaluate facts or sit in appeal over discretionary

¹¹ (2019) 8 SCC 112



judicial orders. The Supreme Court has consistently held that Article 227 should be exercised sparingly and only to correct jurisdictional errors or patent perversity. In *Radhey Shyam v. Chhabi Nath*¹², the Court emphasized that Article 227 is not a tool for judicial review in the manner of an appellate jurisdiction. Therefore, when a court directs the deposit of the awarded amount while granting a stay, it is exercising a discretion within its statutory jurisdiction under Section 36(3), and not committing any jurisdictional error warranting interference.

45. Directing full deposit of the awarded sum does not amount to a denial of rights; it merely ensures that the award is not rendered illusory by delays or insolvency of the judgment debtor. It is a measure to secure the interest of the award holder, who has already undergone a time-consuming arbitration process and obtained a favourable award. Courts, in several cases, have upheld such directions as reasonable. The discretion to direct deposit is integral to the court's power to grant stay and that this discretion cannot be fettered by rigid rules. The objective is to safeguard the efficacy of the arbitral process and not to cause hardship. The deposit does not imply that the award is beyond challenge; it only ensures that the challenge does not operate to the prejudice of the award holder.

46. The settled position of law is that supervisory jurisdiction under Article 227 can be invoked only when there is a clear case of jurisdictional error, violation of natural justice, or manifest injustice. Directions to deposit the awarded amount do not fall into any of these

¹² (2015) 5 SCC 423



categories. In fact, courts exercise such power routinely in civil cases while granting stay of money decrees under Order XLI Rule 5 of the Code of Civil Procedure. Judicial discretion cannot be challenged merely because another view is possible. The court's decision to direct deposit of the award is a legitimate use of its discretion, based on a consideration of equities and merits, and not a usurpation of power.

47. The 1996 Act envisions minimal court intervention in arbitral proceedings and seeks to uphold the finality of arbitral awards. However, the courts act as guardians of the process, ensuring that arbitral justice is not rendered nugatory by delaying tactics. A direction to deposit the awarded sum reflects this protective role. It aligns with the objectives of the Act and international norms promoting prompt enforcement of awards. Moreover, such judicial directions foster confidence in the arbitral process by demonstrating that courts will enforce awards robustly unless serious legal infirmities are shown. The court's power under Section 36(3) thus complements, rather than conflicts with, the constitutional ethos of access to justice and legal remedies.

48. In sum, the power of courts to direct full deposit of an arbitral award under Section 36(3) of the Arbitration and Conciliation Act, 1996 is a recognized facet of their discretionary jurisdiction. It serves to strike a balance between the right to challenge an award and the right to enforce it. Such discretion, once exercised with application of mind and supported by reasons, cannot be interfered with lightly under Article 227 of the Constitution. In order to do so would be to reduce supervisory jurisdiction to an appellate power, which is legally



impermissible. Courts must be allowed the space to enforce their equitable powers, especially when the broader goal is to ensure justice and preserve the sanctity of the arbitral process. Interference under Article 227 should remain the exception, not the rule—especially where the original court’s discretion is neither arbitrary nor unjust.

49. While it cannot be said as a principle of law that there is a mandate that in every case the Court must insist on a 100% deposit, before hearing a petition under Section 34 of the Act or before staying the enforcement of the Award, as the amount of deposit would depend on the facts of the case and is in the discretion of the Court hearing the petition, the circumstances and the facts of the present case warrants that the petitioner should be directed to deposit the principal amount awarded to the respondent before the petitioner is heard on merits.

50. This Court, finds no merit in the present Writ Petition and does not deem it an appropriate case to exercise its jurisdiction. The Ld. Sr Civil Judge (Commercial Court), Cuttack has not made any error in law that would warrant interference.

51. Here, this Court would like to express its displeasure over the conduct of the present Petitioner. The synopsis of the present Petitioner is reproduced hereunder:

“That the petitioner in this writ petition have assailed the orders passed by the Ld. Senior Civil Judge, Commercial Court, Cuttack in ARBP No. 25/23, wherein the prayer for stay on the execution proceeding in Execution Case No. 257/23 has been turned down.”

52. The prayer for stay was not “turned down”. It was allowed subject to deposit. Parties approaching the Court must recognize that the



judicial process is a serious matter and not treat it as a tool to manipulate outcomes through misleading or exaggerated submissions. It is essential for litigants to present their cases truthfully and accurately, without attempting to distort facts to gain an advantage. Any attempt to misrepresent the nature of proceedings, or to mislead the Court about the status of orders, undermines the integrity of the legal system. Such conduct not only delays justice but also disrespects the Court's time and resources, which are valuable and meant for cases that deserve genuine consideration.

53. Litigants should be mindful of the consequences of approaching the Court with frivolous claims or attempts to delay proceedings. When a party seeks to take advantage of the Court's time by presenting baseless or irrelevant arguments, they only waste resources and harm their own cause. Every party has a duty to act in good faith and to ensure that their submissions are grounded in facts and law. Attempts to circumvent responsibilities or delay proceedings are not only counterproductive but also reflect poorly on the party involved. The Court expects litigants to approach it with integrity and responsibility, rather than as a means for unjust advantage.

54. Furthermore, misrepresenting facts or shirking responsibility for one's actions is unbecoming of any party in litigation. Parties must be accountable for the claims they bring before the Court and the manner in which they present them. The legal system thrives on transparency and honesty, and any attempt to obscure the truth can lead to unnecessary complications, sanctions, or even dismissal of claims. Frivolous litigation only serves to burden the judicial system and



deprives other deserving parties of timely justice. Parties must bear in mind that the Court's primary role is to administer fair and just outcomes, and they must contribute to this by maintaining a respectful, truthful, and responsible approach.

V. CONCLUSION:

55. In the above backdrop of the case, prayer made in W.P.(C) No.21111 of 2025 is dismissed. Learned Senior Civil Judge (Commercial Court), Cuttack is directed to dispose of the Execution Case No.257 of 2023 as early as possible preferably within a period of three months from today.

56. Accordingly, both the Writ Petitions are disposed of. No order as to costs. Ordered accordingly.

57. Interim order, if any, passed earlier in any of the Writ Petitions stands vacated.

(Dr. Sanjeeb K Panigrahi)
Judge

Orissa High Court, Cuttack,
Dated 10th Oct., 2025.