* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

Date of decision: 20th NOVEMBER, 2026

IN THE MATTER OF:

\# **CNR No. DLHC010081122022**

\+ **OMP (ENF.) (COMM.) 44/2022, EX.APPL.(OS) 219/2022, EX.APPL.(OS) 342/2024**

LARSEN AND TOUBRO LTD. .....Decree Holder

Through: Ms. Tanya Tiwari, Mr. Dhirendra Negi, Advs.

versus

NTPC LTD. .....Judgement Debtor

Through: Mr. Adarsh Tripathi, Advocate

CORAM:
HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

JUDGMENT

1. The present petition under Section 36 of the Arbitration and Conciliation Act, 1996 **['A&C Act']** has been filed by the Decree Holder seeking enforcement of the Award dated 12.06.2020 passed by the Ld. Arbitral Tribunal.

2. The facts of the case, in brief, reveal that the dispute between the Decree Holder (Claimant before the Ld. Arbitral Tribunal) and the Judgment Debtor (Respondent before the Ld. Arbitral Tribunal) was decided by way of a majority Award dated 12.06.2020, the Ld. Arbitral Tribunal directed the Judgment Debtor herein to pay a sum of Rs.18.24 crores along with an interest @ 10% per annum from the date of filing of the claim before the Ld. Arbitral Tribunal till the date of payment to the Decree Holder. The Ld. Arbitral Tribunal also directed the Judgment Debtor to pay a sum of

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Rs.50,00,000/- towards the costs of the arbitral proceedings to the Decree Holder. The Ld. Arbitral Tribunal further permitted the Decree Holder to prove amount of expenditure incurred by them in excess of the awarded amount which was to be examined by the Decree Holder and the Judgment Debtor and further certified by a Chartered Accountant and the amount so determined, was also to be paid along with an interest @ 10% per annum from the date of filing of the claim before the Ld. Arbitral Tribunal till the date of payment.

3. Material on record indicates that against the Award dated 12.06.2020, both the Decree Holder and the Judgment Debtor filed their respective Petitions being OMP (COMM) No. 524 of 2020 and OMP (COMM) No. 560 of 2020 before this Court under Section 34 of the A&C Act which were disposed of by this Court *vide* Judgment dated 26.11.2021 by partially upholding the Award passed by the Arbitral Tribunal and setting aside the portion of Award granting the amount of expenditure incurred by the Decree Holder in addition to Rs.18.24 crores which was to be examined by the Decree Holder and the Judgment Debtor and further certified by a Chartered Accountant.

4. Material on record further indicates that the Judgment Debtor challenged the Judgment dated 26.11.2021 passed by the Court by filing an Appeal being FAO (OS) (COMM) 46/2022 under Section 37 of the A&C, Act which was dismissed by a Division Bench of this Court *vide* Judgment dated 18.07.2023, meaning thereby, that the Award dated 12.06.2020 attained finality.

5. The amount claimed in the petition, which according to the Decree Holder is due and payable by the Judgment Debtor as on 05.09.2026, has been given in a chart which reads as under:

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Larsen & Toubro Ltd. v. NTPC Ltd.			
OMP ENF (COMM) No. 44 of 2022			
Particulars	**S. No.**	**Rs.**	**Rs. Crore**
Principal amount awarded	A	18,24,00,000	18.24
Costs	B	50,00,000	0.50
Interest @10% on (A) from 19-01-2019 (filing of Statement of Claim) till 14-03-2022 (date of deposit by NTPC in the HC Registry) [1151 days]	C	5,75,18,466	5.75
Total Due on 14-03-2022 (date of deposit by NTPC in the HC Registry)	**D = A+B+C**	**24,49,18,466**	**24.49**
Amount deposited by NTPC on 14-03-2022	E	18,74,00,000	18.74
Principal Outstanding as on 14-03-2022	F = D-E	5,75,18,466	5.75
Interest @10% on (F) from 15-03-2022 till 05-09-2026 [1636 days]	G	2,57,80,879	2.58
AMOUNT TO BE PAID BY NTPC	**H = F+G**	**8,32,99,345**	**8.33**

6. Learned Counsel appearing for the Judgment Debtor contends that no interest amount is due and payable as the same has been set aside by this Court by way of the Judgment dated 26.11.2021 passed in OMP(COMM) 524/2020 & 560/2020.

7. However, a perusal of the material on record shows that the contention of the learned Counsel for the Judgment Debtor cannot be accepted. Relevant portions of the Judgment dated 26.11.2021 passed in OMP(COMM) 524/2020 & 560/2020 reads as under:

> "*31. However, the Arbitral Tribunal awarded interest on the amount that L&T had failed to establish before*

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the Arbitral Tribunal. Further, the Arbitral Tribunal has also entered an award in favour of L&T for a sum that may be certified by a Chartered Accountant and directed that the same be paid with interest at the rate of 10% per annum from the date of the Statement of Claims.

32. This Court finds the same patently erroneous. There is no mechanism under any Contract Agreement for reference of any dispute regarding quantification of a claim to a Chartered Accountant. There was no agreement between the parties that a certificate issued by a Chartered Accountant would be final and binding. The Arbitral Tribunal had no occasion to examine any such certificate. The award against NTPC to pay an amount that may be certified by a Chartered Accountant along with interest at the rate of 10%, clearly amounts to making an award in respect of a dispute, which the Arbitral Tribunal had no occasion to consider.

33. This Court is also unable to accept that any interest could be awarded on that amount from a date of the Statement of Claims considering that the Arbitral had found that L&T had failed to establish its claim. The Arbitral Tribunal found that L&T's interpretation of Clause 31.4.3 of SCC was "illegal, unacceptable and baseless". In view of the above, the impugned award to the extent that it directs payment of pendente lite and future interest on the amounts that may be found payable after L&T has submitted its claim for reimbursement and NTPC has approved it, is patently illegal. Pendente lite interest cannot be awarded on a claim that has been rejected. The impugned award to the extent that it directs NTPC to pay an amount that is determined by the Chartered Accountant is also patently illegal and is set aside."

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8. Reading of the above extract indicates that this Court *vide* Judgment dated 26.11.2021 has only set aside the portion of the Award granting the amount of expenditure incurred by the Decree Holder in addition to Rs.18.24 crores which was to be examined by the Decree Holder and the Judgment Debtor and further certified by a Chartered Accountant, along with the 10% interest, which was on that amount which was to be certified by the Chartered Accountant.

9. The calculation sheet given by the Decree Holder is, accordingly, accepted. The Judgment Debtor is directed to pay the due amount as has been shown in the above calculation sheet to the Decree Holder within four weeks from the date of uploading of the present Judgment along with interest @ 10% till the actual date of payment.

10. With these observations, the petition is disposed of, along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

NOVEMBER 20, 2026
S. Zakir

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