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* IN THE HIGH COURT OF DELHI AT NEW DELHI

BEFORE

HON'BLE MR. JUSTICE PURUSHAINDR KUMAR KAURAV

+ EX.P. 64/2024, EX.APPL.(OS) 1181/2024 & EX.APPL.(OS) 1182/2024**BNP PARIBAS SUISSE SA**HAVING ITS REGISTERED OFFICE AT PLACE DE
HOLLANDE 2, 1204 GENEVA, SWITZERLAND

.....DECREE HOLDER

(Through: Mr. Dayan Krishnan, Sr. Adv. with Mr. Ashim Sood, Mr. Dhiraj Kumar, Mr. Raghav Seth, Ms. Aditi Bhansali, Ms. Dhriti Batra, Ms. Mridula Dixit and Mr Akilesh Menezes, Advs.)

VERSUS

1. ASHOK KUMAR GOELHAVING HIS ADDRESS AT EMIRATE OF
SHARJAH, HAMRIYAH FREE ZONE, INLAND
PORT, PLOT NO. (IL-01, L-261, J-052, J-062, HC-04);
AND CURRENTLY RESIDING AT HOUSE NO. 91,
ARJUN MARG, DLF PHASE-I,
SIKANDERPUR GHOSI (68),
GURUGRAM, HARYANA

.....JUDGMENT DEBTOR NO. 1

2. SUDHIR GOEL

HAVING HIS ADDRESS AT EMIRATE OF

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KUMAR KAURAV



SHARJAH, HAMRIYAH FREE ZONE, INLAND
PORT, PLOT NO. (IL-01, L-261, J-052, J-062, HC-04);
AND CURRENTLY RESIDING AT HOUSE NO. 105,
AKASHNEEM MARG, DLF PHASE -II,
GURUGRAM HARYANA

.....JUDGMENT DEBTOR NO. 2

3. MANAN GOEL

HAVING HIS ADDRESS AT EMIRATE OF
SHARJAH, HAMRIYAH FREE ZONE, INLAND PORT,
PLOT NO. (IL-01, L-261, J-052, J-062, HC-04);
AND CURRENTLY RESIDING AT HOUSE NO. 91,
ARJUN MARG, DLF PHASE-I,
SIKANDERPUR GHOSI (68),
GURUGRAM, HARYANA

.....JUDGMENT DEBTOR NO.3

4. PRERIT GOEL

HAVING HIS ADDRESS AT EMIRATE OF
SHARJAH, HAMRIYAH FREE ZONE, INLAND PORT,
PLOT NO. (IL-01, L-261, J-052, J-062, HC-04);
AND CURRENTLY RESIDING AT HOUSE NO. 105,
AKASHNEEM MARG, DLF PHASE -II,
GURUGRAM HARYANA

.....JUDGMENT DEBTOR NO.4

5. GULF PETROCHEM FZC – LICENSE NO. 7

WITH ITS OFFICE AT EMIRATE OF SHARJAH,
HAMRIYAH FREE ZONE, INLAND PORT,
PLOT NO. (LL-01, L-261, J-052, J-062 AND HC-04)

.....JUDGMENT DEBTOR NO.5

6. GULF PETROCHEM FZC – LICENSE NO. 3106

WITH ITS OFFICE AT EMIRATE OF SHARJAH,
HAMRIYAH FREE ZONE, INLAND PORT,
PLOT NO. (IL-01)



.....JUDGMENT DEBTOR NO.6

7. GULF PETROCHEM FZC – LICENSE NO. 837

WITH ITS OFFICE AT EMIRATE OF SHARJAH,
HAMRIYAH FREE ZONE, INLAND PORT,
PLOT NO. (IL-01)

.....JUDGMENT DEBTOR NO.7

8. GULF PETROCHEM FZC – LICENSE NO. 14058

WITH ITS OFFICE AT EMIRATE OF SHARJAH,
HAMRIYAH FREE ZONE, INLAND PORT,
PLOT NO. (IL-01)

.....JUDGMENT DEBTOR NO.8

9. GULF PETROCHEM FZC – LICENSE NO. 16871

WITH ITS OFFICE AT EMIRATE OF SHARJAH,
HAMRIYAH FREE ZONE, INLAND PORT,
PLOT NO. (IL-01)

.....JUDGMENT DEBTOR NO.9

10. GULF PETROCHEM FZC – LICENSE NO. 1684

WITH ITS OFFICE AT EMIRATE OF SHARJAH,
HAMRIYAH FREE ZONE, INLAND PORT,
PLOT NO. (IL-01)

.....JUDGMENT DEBTOR NO.10

11. GULF PETROCHEM FZC – LICENSE NO. 16870

WITH ITS OFFICE AT EMIRATE OF SHARJAH,
HAMRIYAH FREE ZONE, INLAND PORT,
PLOT NO. (IL-01)

.....JUDGMENT DEBTOR NO.11

12. GULF PETROCHEM FZC – LICENSE NO. 3

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WITH ITS OFFICE AT EMIRATE OF FUJAIRAH,
FUJAIRAH FREE ZONE

.....JUDGMENT DEBTOR NO.12

13. GULF PETROCHEM FZC – LICENSE NO. 2134

WITH ITS OFFICE AT EMIRATE OF FUJAIRAH,
FUJAIRAH FREE ZONE

.....JUDGMENT DEBTOR NO.13

14. GP GLOBAL HNT TERMINALS FZE-LICENSE NO. 15014

WITH ITS OFFICE AT EMIRATE OF SHARJAH,
HAMRIYAH FREE ZONE, INLAND PORT,
PLOT NO. (IA-10, IA-11, IA-12)

.....JUDGMENT DEBTOR NO.14

15. GP GLOBAL HNT TERMINALS FZE-LICENSE NO. 16506

WITH ITS OFFICE AT EMIRATE OF SHARJAH,
HAMRIYAH FREE ZONE, INLAND PORT,
PLOT NO. (IA-10, IA-11, IA-12)

.....JUDGMENT DEBTOR NO.15

(Through: Ms. Nandini Gore with Ms. Sonia Nigam, Mr. Dinkar Kumar, Mr. Mohd. Shahyan Khan and Mr. Akarsh Sharma, Advocates for JD 3 & 4. Mr. Satvik Varma, Sr. Advocate with Mr. Shantanu Parmar, Mr. Deepak Agarwal and Mr. Balram, Advocates for JD 5 to 15.)

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Reserved on: 13.08.2025
Pronounced on: 19.09.2025

J U D G M E N T

“A decree's passage marks the dawn of justice, but its execution is the crucible where true challenges arise”

-Sir John Woodroffe

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KUMAR KAURAV



Before delving into the issue at hand, it is necessary to clarify the terminology that shall be employed throughout this judgment. The term “*cause country*” shall refer to the country in which the decree sought to be enforced was originally passed in this case, the United Arab Emirates (“UAE”). Correspondingly, the term “*forum country*” shall denote the country in which execution of the said decree is now sought in this case, India.

2. The seminal question that arises for consideration is whether a decree passed by a court in a *reciprocating territory*, namely the UAE, can be simultaneously executed both in the *cause country* i.e UAE and in the *forum country*, i.e., India. This issue becomes particularly significant in light of the objections raised by the Judgment Debtors as well as the existence of assets belonging to the Judgment Debtors within the jurisdiction of this Court.

3. The captioned Execution Petition (“EP”) has been filed on behalf of the Petitioner/Decree Holder, BNP Paribas (Suisse) SA, under Section 44-A read with Order XXI Rule 11(2) of the Code of Civil Procedure, 1908 (“CPC”) for execution of a decree dated October 10, 2023 (“Decree”) passed by the Sharjah Federal Court, Civil Court of Appeal, UAE.

4. By the said Decree, the Judgment Debtors were directed to pay the Decree Holder an aggregate amount of USD 118,790,452.52 (approximately INR 991 crore as on July 5, 2024, when the EP was filed) along with interests and costs. It is necessary to underscore at the outset that UAE has been notified as a reciprocating territory under Section 44A of the CPC, and there is no quarrel on this aspect.



5. By way of the instant EP, the Decree Holder seeks execution and reliefs solely against Judgment Debtor Nos. 1 to 4 (“Goels”), who hold movable and immovable assets within the territorial jurisdiction of this Court.

6. For the proper adjudication of the present EP, a delineation of the following events and developments is relevant:

- i. September 23, 2022: The Decree Holder brought a claim against Judgment Debtor Nos. 1 to 15 in the Sharjah Court of First Instance.
- ii. August 7, 2023: The Sharjah Court of First Instance dismissed the Petitioner’s claim.
- iii. September 7, 2023: The Decree Holder appealed to the Sharjah Court of Appeal.
- iv. October 10, 2023: The Sharjah Court of Appeal passed the Decree, directing Judgment Debtor Nos. 1 to 15 to pay USD 118,790,425.52, along with interest and costs.
- v. November 6, 2023: The Decree Holder filed an execution petition before the Execution Court, Sharjah, UAE (Case No. 8864 of 2023) (“UAE Petition”), which remains pending with no part of the decreed amount satisfied.
- vi. July 31, 2024: Judgment Debtor Nos. 1 to 15 sought to appeal the Sharjah Court of First Instance’s decision (Case No. 1292 of 2024).
- vii. August 2, 2024: The Decree Holder filed the captioned EP before this Court against Judgment Debtors.
- viii. September 26, 2024: The Sharjah Court of Appeal dismissed the appeal of Judgment Debtors.
- ix. October 9, 2024: The Sharjah Court of Appeal issued a “Correction of Clerical Error” (“October 9 Correction”), holding Judgment



Debtor Nos. 1 to 5 jointly and severally liable to pay the amount, and Judgment Debtor Nos. 6 to 15 were excluded.

- x. October 15, 2024: A certificate of no-satisfaction was issued by the Sharjah Court's Accounting Department, confirming no payments towards the Decree by the Judgment Debtors.
- xi. December 18, 2024: The Court of Cassation annulled the October 9 Correction for lack of the Presiding Judge's signature and remanded the case to the Sharjah Court of Appeal.
- xii. January 6, 2025: The Sharjah Court of Appeal issued another correction ("January 6 Correction"), reiterating the liability of Judgment Debtor Nos. 1 to 5 and excluding Nos. 6 to 15.
- xiii. March 5, 2025: The Court of Cassation overturned the January 6 Correction for lack of reasoning, restoring the Decree as of October 10, 2023, against all the Judgment Debtors from No.1 to 15.
- xiv. March 20, 2025: An updated certificate of no-satisfaction was issued by the accounts department of Sharjah Court of first instance.
- xv. June 19, 2025: The Sharjah Court of Appeal overruled the October 9, 2024 Correction, affirming the Decree's validity and binding nature on all Judgment Debtors.
- xvi. July 3, 2025: Judgment Debtor Nos. 8 and 9 filed an application requesting the Court for interpretation of the March 5, 2025 Judgment.

SUBMISSIONS OF THE PARTIES ON MAINTAINABILITY

7. The submissions of Mr. Satvik Verma, learned senior counsel appearing for Judgment Debtor Nos. 5 to 15, are as follows :-

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- i. The present Execution Petition filed under Section 44A of the Code of Civil Procedure, 1908 (“CPC”) is not maintainable and is liable to be dismissed in *limine* for two fundamental reasons: (i) the absence of a valid and executable decree, and (ii) the pendency of execution proceedings in the cause country, i.e., the UAE.
- ii. First, it is submitted that the foreign decree dated 10.10.2023 passed by the Sharjah Court of Appeal has lost its finality and enforceability in light of subsequent judicial developments in the UAE. Specifically, by judgment dated 05.03.2025, the UAE Cassation Court, which is the equivalent of the Supreme Court of India, remanded the matter for re-adjudication before a differently constituted bench of the Court of First Instance. As a result of this remand, the Decree dated 10.10.2023 no longer survives in its original form and cannot be considered final, binding, or executable under Section 44A CPC. In view of this, the present execution petition has been rendered infructuous and premature, and therefore, not maintainable.
- iii. Second, it is submitted that the Decree Holder has already initiated execution proceedings in the UAE in Case No. 8864/2023 for enforcement of the same Decree. This fact is admitted by the Decree Holder in the present EP, and again reiterated in the Decree Holder’s own Note on Arguments filed in March, 2025. It is, therefore, submitted that execution proceedings are already underway in the cause country. In such circumstances, it is submitted that simultaneous execution in India is impermissible under law.



- iv. The Supreme Court in the case of ***Bank of Baroda v. Kotak Mahindra Bank Ltd***¹, has authoritatively settled this issue. Specifically, in paragraphs 42 to 44 of the judgment, the Court held that where a Decree Holder has taken steps to execute the decree in the cause country and the execution remains pending, an application under Section 44A of the CPC for execution in India can only be initiated after such proceedings are concluded and the decree remains unsatisfied. According to him, the Supreme Court made it clear that limitation under Article 137 of the Limitation Act, 1963 would begin from the date of finalisation of the execution in the cause country, and not the date of the decree, when execution is first attempted abroad. Therefore, unless the execution proceedings in the UAE are fully concluded and a certificate of no-satisfaction is produced, execution under Section 44A of CPC is not maintainable in India.
- v. It is further submitted that the Decree Holder has sought to blur the well-established legal distinction between domestic and foreign decrees. Section 44A of the CPC governs only decrees passed by foreign Courts of reciprocating territories and does not provide for automatic or parallel execution in India when the foreign decree is already under execution in the originating jurisdiction. The scheme under Section 44A is distinct from that which applies to domestic decrees, and the procedural safeguards must be rigorously observed. In the present case, by initiating execution both in UAE and India simultaneously, the Decree Holder is

¹ (2020) 17 SCC 798



seeking dual enforcement without demonstrating legal basis or satisfaction of statutory prerequisites.

- vi. The Decree Holder's reliance on various decisions of High Courts, including *Oakwell Engineering, Cholamandalam*, and *M.V. Al Quamar*, is misplaced and distinguishable on facts. Those judgments either concern domestic decrees or were rendered in entirely different factual and legal contexts and do not reflect the binding position laid down by the Supreme Court in *Bank of Baroda*. The correct legal position, as reiterated by the Supreme Court in *Union of India v. Vedanta Ltd.*², affirms the strict conditions under which foreign decrees may be enforced under Indian law.
- vii. The judgments relied upon by the Decree Holder, such as *Prem Lata Agarwal v. Lakshman Prasad Gupta*³, *Cholamandalam Investment & Finance Co. Ltd. v. CEC Ltd.*⁴, and *Oakwell Engineering v. Enernorth Industries Inc.*, are all in the context of domestic decrees, where simultaneous execution is permissible through transmission under Sections 38 and 39 CPC, unlike foreign decrees under Section 44A CPC.
- viii. The Bombay High Court judgment in *ARF SV 1 Sàrl v. Suresh Tulsidas Bhatia*⁵ cited by the Decree Holder is *per incuriam*, as it does not consider *Bank of Baroda*, and moreover, the parallel proceedings in Singapore had been withdrawn in that case, unlike the present matter wherein the UAE proceedings are ongoing and admitted.

² (2020) 10 SCC 1

³ (1970) 3 SCC 440

⁴ (1995 SCC OnLine Del 240)

⁵ 2024 SCC OnLine Bom 2680



- ix. Further, **Bank of Baroda** is not limited to limitation; it addresses broader issues under Section 44A, including the impermissibility of parallel execution proceedings, as framed in Paragraph 10 (issues for consideration), Paragraph 15 (defining cause and forum countries), Paragraph 17 (deeming provision), Paragraph 19 (Section 44A as enabling but not dealing with limitation), and explicitly in Paragraphs 42-44, which state that the right to apply under Section 44A accrues only after finalization of execution in the cause country if steps were first taken there.
- x. Section 44A is a complete code and a departure from the scheme for domestic decrees, as noted by the Supreme Court; it requires exhaustion of remedies in the cause country before execution in India, to avoid impacting the principles of comity of Courts. There is an implied bar against simultaneous proceedings in Section 44A (2), as it mandates filing a certificate from the superior Court in the cause country stating the extent of satisfaction; and ongoing parallel proceedings would necessitate constant revisions to such certificates, which is not the legislative intent.
- xi. As of recent developments (March and July 2025), the original decree dated 10.10.2023 has been sent back for reconsideration and stands modified; no certified copy of any modified decree has been filed, thereby rendering the petition premature under Section 44A.
- xii. Even assuming, *arguendo*, that portions of **Bank of Baroda** are *obiter*, even *obiter dicta* of the Supreme Court is binding on all Courts under Article 141; though in this case, the relevant observations are *ratio decidendi*.



8. *Per Contra*, the submissions of Mr. Dayan Krishnan, learned senior counsel and Mr. Ashim Sood, learned counsel appearing for Decree Holder, are as follows

- i. In response to the preliminary objections raised by Judgment Debtor, it is submitted that the same are meritless and intended solely to delay the proceedings. Despite multiple appearances before this Court, the Judgment Debtors have failed to file any *vakalatnama* or affidavit (except Judgment Debtor No. 3) in opposition, choosing instead to raise piecemeal oral objections. It is submitted that the two primary objections raised are untenable.
- ii. Regarding the first objection, the allegation that there is no valid Decree is legally and factually incorrect. The Decree dated October 10, 2023, has not been annulled at any stage. On the contrary, it was affirmed by the Sharjah Court of Appeal on June 19, 2025, which expressly confirmed its enforceability against all Judgment Debtors. Earlier corrections made by the Sharjah Court (October 9, 2024 and January 6, 2025) excluded Judgment Debtors Nos. 6 to 15, but those corrections were subsequently set aside by the Court of Cassation. Importantly, none of these corrections ever altered the Decree's binding nature against the Judgment Debtors. The Sharjah Execution Court has also restored enforcement proceedings in line with the original Decree. Certified copies of the Decree and the most recent no-satisfaction certificate dated March 20, 2025, have been placed on record, satisfying the statutory requirements under Section 44A and Order XXI Rule 11(2).
- iii. As to the second objection, the contention that simultaneous execution is impermissible is wholly unfounded. Indian Courts have repeatedly



upheld the right to pursue parallel enforcement in multiple jurisdictions, particularly where the judgment debtor has assets in more than one location. The reliance placed by the Judgment Debtors on *Bank of Baroda v. Kotak Mahindra Bank Ltd*⁶ is misplaced as that case concerned the issue of limitation and did not adjudicate the question of simultaneous execution. On the contrary, multiple judgments affirm the permissibility of concurrent enforcement. In *Prem Lata Agarwal v. Lakshman Prasad Gupta*⁷, the Supreme Court recognized the right to simultaneous execution. Similarly, this Court in *Cholamandalam Investment & Finance Co. Ltd. v. CEC Ltd.*⁸ held that there is no bar under the CPC to pursuing execution in parallel jurisdictions. This view has been reiterated in *Oakwell Engineering v. Enernorth Industries Inc.*, *Union of India v. Atlanta Ltd.*⁹, and most notably, *M.V. Al Quamar v. Tsavliris Salvage (International) Ltd.*¹⁰, where the Supreme Court held that Section 44A grants an independent right to enforce foreign decrees in India.

- iv. The Petitioner's position also finds support in recent High Court decisions. The Bombay High Court in *ARF SV 1 Sàrl v. Suresh Tulsidas Bhatia*¹¹ explicitly permitted simultaneous execution of a UAE decree in India. Likewise, the Allahabad High Court in *Om Parkash v. Tahera Begam*¹² and the Punjab and Haryana High Court in *Karnail Singh*

⁶(2020) 17 SCC 798

⁷(1970) 3 SCC 440)

⁸ 1995 SCC OnLine Del 240

⁹ 2021 SCC OnLine Del 3500

¹⁰ (2000) 8 SCC 278

¹¹ 2024 SCC OnLine Bom 2680

¹² 1954 SCC OnLine All 49



*Sandhar v. Sandhar & Kang Ltd.*¹³ upheld parallel execution in foreign and Indian jurisdictions. These authorities make clear that the pendency of execution in the UAE does not bar proceedings in India under Section 44A CPC, particularly when the Judgment Debtors hold assets within India.

- v. The conduct of Judgment Debtor Nos. 1 to 4 also merits adverse consideration. They have deliberately engaged in dilatory tactics, including failure to appear despite due service, submission of frivolous objections, and misrepresentation of the legal status of the Decree. Notably, Judgment Debtor No. 15's attempt to secure a stay in the UAE was dismissed on August 12, 2024. Repeated applications by Judgment Debtors 8 and 9 seeking correction or interpretation have been consistently rejected, most recently on June 19, 2025. The Respondents have also failed to comply with procedural requirements, including filing *vakalatnamas* (except Judgment Debtor No. 3) and adhering to the timeline directed by this Court.
- vi. It is urged that enforcement of foreign decrees serves the broader principles of comity of Courts and commercial certainty. Section 44A of the CPC was enacted to enable smooth recognition and enforcement of foreign money decrees from reciprocating territories. The Decree in question is final, conclusive, and remains entirely unsatisfied. All procedural formalities have been duly met by the Petitioner. The objections raised are devoid of merit, unsupported by any substantive affidavit, and should not be permitted to delay execution any further.

¹³ 2010 SCC OnLine P&H 13354



- vii. The Decree dated 10.10.2023 has not been modified; a certified copy was filed via affidavit on 28.11.2024, and it remains enforceable as affirmed by the Sharjah Court of Appeal judgment dated 19.06.2025.
- viii. The procedural history in the UAE, as detailed in the 19.06.2025 judgment, confirms that corrections were set aside, the judgment was not reversed, and it has acquired final and conclusive status with *res judicata* effect against all parties, with no appeal filed.
- ix. Further, **Bank of Baroda** is confined to limitation under Articles 136/137 and does not prohibit simultaneous execution under Section 44A; the issues framed and analysis focus on the commencement of limitation, and not on barring parallel proceedings. There is no statutory bar in Section 44A against simultaneous execution; it is an enabling provision granting an independent right, and judgments like **Prem Lata, Chola mandalam**, and **Oakwell** support parallel enforcement, as do foreign decree-specific cases like **ARF SV 1 Sàrl. Oakwell Engineering** is not overruled by **Bank of Baroda**, as the latter does not address simultaneous execution; jurisprudence evolves, but Section 44A permits parallel proceedings where assets are in multiple jurisdictions.

Analysis

9. Execution of Court decrees is not an uncharted territory which has not had its fair share of controversy under law. A decree is precisely the trophy that a claimant litigant eyes at the time of approaching a Court of law. However, as it has rightly been pointed out on several occasions, attaining a decree only proves to be less than half the battle won. The Supreme Court has, time and again, observed that unreasonable delay in the execution of decrees just leaves



the decree-holder devoid of its efforts, which are put in for attaining a decree. We have also had, and unfortunately so, occasions to observe that the real struggle of a decree holder begins after obtaining the decree. The following observation in *Shub Karan Bubna v. Sita Saran Bubna*¹⁴, in para 11 thereof, is pertinent:

“We strongly feel that there should not be unreasonable delay in execution of a decree because if the decree holder is unable to enjoy the fruits of his success by getting the decree executed, the entire effort of successful litigant would be in vain.”

10. Before delving into the controversy, it is essential to provide a comprehensive understanding of the legal framework governing this case. Section 44A of the CPC is reproduced below:

“Section 44A. Execution of decrees passed by Courts in the United Kingdom and other reciprocating territories

(1) Where a certified copy of a decree of any superior Court of the United Kingdom or any reciprocating territory has been filed in a District Court, the decree may be executed in India as if it had been passed by the District Court.

(2) Together with the certified copy of the decree shall be filed a certificate from such superior Court stating the extent, if any, to which the decree has been satisfied or adjusted and such certificate shall, for the purposes of proceedings under this section, be conclusive proof of the extent of such satisfaction or adjustment.

(3) The provisions of section 47 shall as from the filing of the certified copy of the decree apply to the proceedings of a District Court executing a decree under this section, and the District Court shall refuse execution of any such decree, if it is shown to the satisfaction of the Court that the decree falls within any of the exceptions specified in clauses (a) to (f) of section 13.

Explanation 1: *“Reciprocating territory” means any country or territory outside India which the Central Government may, by notification in the Official Gazette, declare to be a reciprocating territory for the purposes of*

¹⁴ (2009) 9 SCC 689



this section; and "superior Courts", with reference to any such territory, means such Courts as may be specified in the said notification.

Explanation 2: "Decree" with reference to a superior Court means any decree or judgment of such Court under which a sum of money is payable, not being a sum payable in respect of taxes or other charges of a like nature or in respect of a fine or other penalty, but shall in no case include an arbitration award, even if such award is enforceable as a decree or judgment."

Maintainability Objections: A Systems Analysis

11. To be enforceable in India, in addition to the conditions of production of certified copy of foreign decree, proof of prior satisfaction, if any, of the decree in the foreign jurisdiction, existence of reciprocal arrangement etc., a foreign decree must also satisfy the test of conclusiveness under Section 13 CPC. Before we proceed further, it is appropriate to have a look at Sections 13 and 14 CPC which read as under:

"13. When foreign judgment not conclusive.—A foreign judgment shall be conclusive as to any matter thereby directly adjudicated upon between the same parties or between parties under whom they or any of them claim litigating under the same title except—

- (a) where it has not been pronounced by a Court of competent jurisdiction;
- (b) where it has not been given on the merits of the case;
- (c) where it appears on the face of the proceedings to be founded on an incorrect view of international law or a refusal to recognise the law of India in cases in which such law is applicable;
- (d) where the proceedings in which the judgment was obtained are opposed to natural justice;
- (e) where it has been obtained by fraud;
- (f) where it sustains a claim founded on a breach of any law in force in India.

14. Presumption as to foreign judgments.—The Court shall presume, upon the production of any document purporting to be a certified copy of a foreign judgment, that such judgment was pronounced by a Court of competent jurisdiction, unless the contrary appears on the record; but such presumption may be displaced by proving want of jurisdiction."



12. As outlined in *Saleem Abdulrahman Eracham Veetil v. State of Gujarat*¹⁵, and *Alcon Electronics Pvt. Ltd. v. Celem S.A*¹⁶, the foreign decree must be pronounced by a Court of competent jurisdiction, be given on the merits of the case, not be founded on an incorrect view of international law or a refusal to recognize Indian law, not be opposed to natural justice, not be obtained by fraud, and not sustain a claim that breaches Indian law. Insofar as the first condition of competency of the foreign Court is concerned, Section 14 carves out a statutory presumption in favour of competency of the foreign Court, which kicks in upon production of a certified copy of the foreign judgment. No doubt, the presumption is rebuttable and the burden falls upon the party alleging want of jurisdiction. Evidently, the intention of the legislature seems to be to avoid a roving inquiry into the aspect of competency of the foreign Court, in absence of any evidence to suggest so.

13. In *Alcon Electronics Pvt. Ltd.*, the Court clarified the definition and conclusive nature of a foreign judgment. Section 2(6) defines a "foreign judgment" as a judgment delivered by a foreign Court. Relevant paragraph of the judgment is as follows:

"Then a "foreign judgment" is defined under [Section 2\(6\)](#) as judgment of a foreign Court. "Judgment" as per [Section 2\(9\)](#) of C.P.C. means the statement given by the Judge on the grounds of a decree or order. Order is defined under [Section 2\(14\)](#) of CPC as a formal expression of any decision of the Civil Court which is not a 'decree'. Then Explanation 2 to [Section 44A \(3\)](#) says "decree" with reference to a superior Court means any 'decree' or 'judgment'. As per the plain reading of the definition 'Judgment' means the statement given by the Judge on the grounds of decree or order and order is a formal expression of a Court. Thus "decree" includes judgment and "judgment" includes "order". On conjoint reading of 'decree', 'judgment' and 'order' from any angle, the order passed by the English Court falls within the definition of 'Order' and

¹⁵ 2016 SCC OnLine Guj 3120

¹⁶ (2017) 2 SCC 253



therefore, it is a judgment and thus becomes a “decree” as per Explanation to [Section 44A\(3\)](#) of CPC. In this case, the Court at England, after following the principles of natural justice, by recording reasons and very importantly basing on the application of the appellant itself, has conclusively decided the issue with regard to jurisdiction and passed the order coupled with costs. Hence in our considered opinion, the order passed by the Foreign Court is conclusive in that respect and on merits. Hence executable as a decree and accordingly the issue is answered.”

14. In the present case, the EP seeks to enforce a Decree, issued by the Sharjah Court of Appeal, UAE, a recognized reciprocating territory under Section 44A of CPC. The Decree orders Judgment Debtor Nos. 1 to 15 to pay USD 118,790,452.52, along with interest and costs, to the Decree Holder, BNP Paribas (Suisse) SA. Consequently, this analysis assesses the maintainability of the EP by addressing the Judgment Debtors’ objections, focusing on the Decree’s validity, enforceability, and the permissibility of simultaneous execution.

Validity of Foreign Decree and Fulfilment of Pre-requisites of Execution in India

15. Building on the Decree’s legal foundation, it became final under UAE law on November 9, 2023, as no appeal was filed within the 30-day limitation period prescribed by Article 161 of the UAE Code of Civil Procedure. Furthermore, the Sharjah Court of Appeal’s judgment on June 19, 2025, explicitly affirmed the Decree’s validity and binding nature against all Judgment Debtors. This judgment rejected attempts to modify the Decree through corrections dated October 9, 2024 and January 6, 2025, which were subsequently annulled by the UAE Court of Cassation on December 18, 2024, for lacking the Presiding Judge’s signature, and on March 5, 2025, for being



unreasoned. As a result, these decisions restored the Decree's original scope, reinforcing its enforceability.

16. Further clarifying the Decree's status, the attempted corrections on October 9, 2024, and January 6, 2025, were declared invalid by the UAE Court of Cassation. Specifically, the October 9, 2024 correction was annulled due to the absence of the Presiding Judge's signature, while the January 6, 2025 correction was overturned for lack of reasoning. Moreover, on June 19, 2025, the Sharjah Court of Appeal dismissed these corrections as "disguised requests" to alter a conclusive judgment, thereby affirming the Decree's original scope and enforceability. This consistent judicial reinforcement underscores the Decree's unassailable legal standing.

17. It is pertinent to note that the Decree has attained finality under UAE law. The judgment dated June 19, 2025, expressly affirms that the decision rendered in Commercial Appeal No. 1218 of 2023 remains in force and has attained final and conclusive status. In terms of the compliance necessitated by Indian law, the Decree Holder has complied with the procedural requirements prescribed under Section 44A of the CPC by furnishing certified copies of the Decree, as well as no-satisfaction certificates dated October 15, 2024, and March 20, 2025. These documents confirm that the Decree remains unsatisfied and thereby support its enforceability before this Court. Even otherwise, the factum of non-satisfaction of the decree is an admitted fact before this Court, as none of the objections against the present execution are premised on the foundation of the Decree having been satisfied.

18. The Decree Holder's submission, that the no-satisfaction certificates fully comply with Section 44A(2) CPC, appear to be consistent with the statutory requirements under the CPC. Contrarily, the Judgment Debtors' claim, that the



ongoing UAE proceedings necessitate continuous certificate revisions, is speculative and unsupported by the CPC's text or intent. The certificates on record confirm nil satisfaction, as required by law.

19. Turning to the Decree's procedural integrity, in context of Section 13 of CPC, the Sharjah Court of Appeal, a competent superior Court in a reciprocating territory, adjudicated the Decree on its merits, adhering to due process. There is no evidence of fraud, violation of Indian law, or breach of natural justice. The June 19, 2025 judgment reinforces the Decree's finality and *res judicata* status, limiting the challenge to the grounds envisaged in Section 13 CPC, none of which are applicable here. Pertinently, the grounds contemplated in Section 13 CPC must be pleaded and proved to the satisfaction of the Court, and the evidentiary burden falls upon the party alleging the existence of such grounds. They cannot be presumed by the Court, especially when a certified copy of the foreign decree has been produced along with the requisite certificate of non-satisfaction. Notably, in the present matter, the primary objection on behalf of the Judgment Debtors is qua the finality of the Decree and the grounds under Section 13 CPC have not been alleged, thereby excluding them from the scope of inquiry. This establishes the Decree's robust legal foundation for enforcement.

20. Consequently, it could be observed that the Judgment Debtors' objections to the EP's maintainability namely, the alleged absence of a valid and executable Decree and the claimed prematurity due to pending UAE proceedings, are without merit. The Decree is valid, final, and binding, as unequivocally upheld by the judgment dated June 19, 2025, particularly against Judgment Debtor Nos. 1 to 4. The invalidity of the attempted corrections ensures that the Decree's original scope, as of October 10, 2023, remains intact.



Furthermore, the Judgment Debtors' failure to disclose the June 19, 2025, judgment appears to be a deliberate attempt to mislead this Court, further undermining their position.

21. In addition, the principles of comity of nations require Indian Courts to respect foreign judgments, including those from Courts like the Sharjah Court of Appeal, unless they fall under the exceptions carved out in Section 13 CPC. In this case, the Decree does not attract any of the exceptions and is conclusive on its merits. The Judgment Debtors' contention that the Decree lacks merit is baseless and warrants rejection. This finding aligns with the broader judicial approach to uphold foreign judgments absent clear statutory or procedural deficiencies.

22. In conclusion, the Decree is conclusive and executable as a decree under Section 44A CPC. Its adjudication by a competent Court, compliance with due process, and satisfaction of the criteria laid down in Section 13 CPC render it enforceable. The Judgment Debtors' objections are unfounded, and the Decree's enforceability against Judgment Debtor Nos. 1 to 4, who hold assets in India, is indisputable. Accordingly, the issue of conclusivity is resolved in favor of the Decree Holder.

Permissibility of Simultaneous Execution

23. Now, moving on to the issue of simultaneous execution of a foreign decree, it is important to examine whether such parallel enforcement is permissible under Indian law when the decree is being executed both in the cause country and in India. This becomes particularly relevant in the context of decrees originating from reciprocating territories, such as the UAE.



24. Section 44A (1) of CPC enables a foreign decree, rendered by a superior Court in a reciprocating territory, to be executed in India as if it were passed by a District Court in India. The phrase “*as if it had been passed by the District Court*” in Section 44A (1) clarifies the procedural framework and jurisdictional basis for execution in India, as noted by Madras High Court in ***Sheik Ali v. Sheik Mohamed***¹⁷. The Court also visualized that this provision implicitly allows for simultaneous execution in multiple jurisdictions, being reciprocating territories, as there is no express prohibition against it. Relevant para of the said judgment is reproduced below:

*“(14) The whole purpose of the words “as if it had been passed by the District court” in S. 44-A(1) clearly, in the context of the preceding sections, appears to be to determine or fix the particular District court in India to execute the foreign decree or judgment and attract to its execution by such court the manner of procedure that governs execution of its own decree. The purpose and ambit of the fiction go no further. In fact, it is impossible to equate the District court to an original court in relation to the foreign decree or judgment. The District court, in which a certified copy of the foreign decree had been filed has no control over that decree itself and all that it can do is to execute in accordance with its procedural laws and regulations. For instance, a District court cannot amend the foreign decree or even hear any argument impugning it. Nor, as we already mentioned, can it transfer the certified copy of the foreign decree filed with it to another court for execution. The District court will have no power to review the foreign judgment on any ground. **It may be also visualised that simultaneous execution of the foreign decree in different courts in different countries constituting reciprocating territories cannot be ruled out.**”*

(emphasis supplied)

25. Thus understood, Section 44A(1) creates a legal fiction, thereby treating a foreign decree as equivalent to a domestic decree issued by an Indian District Court. As soon as this legal fiction becomes applicable, it opens a host of

¹⁷ 1966 SCC OnLine Mad 65



avenues, the most important being the execution of the foreign decree in the same mode, manner and subject to same governing principles, as applicable to a domestic decree.

26. As elucidated in *Principles of Statutory Interpretation*¹⁸, Courts must interpret such fictions by assuming all facts and consequences that naturally flow from them, without extending beyond the provision's intended purpose. The relevant portion of this passage reads as follows:

"In interpreting a provision creating a legal fiction, the Court is to ascertain for what purpose the fiction is created, and after ascertaining this, the Court is to assume all those facts and consequences which are incidental or inevitable corollaries to the giving effect to the fiction. But in so construing the fiction it is not to be extended beyond the purpose for which it is created, or beyond the language of the section by which it is created, it cannot also be extended by importing another fiction. And a legal fiction in terms enacted for purposes of this Act is normally restricted to that Act and cannot be extended to cover another Act. Legal fictions may not be created only by the Legislature and delegated legislation may also create such fictions. But it must be remembered that what can be deemed to exist under a legal fiction are facts and not legal consequences which do not flow from the law as it stands."

27. Further, the Madras High Court in *Uthamram v. K.M Abdul Kassim & Co.*¹⁹, quoted with approval upon in *Sheik Ali*, referred to the judgment of Privy Council in *East End Dwelling Co. Ltd. v. Finsbury Borough Council*²⁰ and *Income-tax Commissioner v. S. Taja Singh*, which held that if a statute directs an imaginary state of affairs to be taken as real, one should imagine also as real the consequences and incidents which, if the putative state of affairs had in fact existed, must inevitably have flowed from or accompanied it and not

¹⁸ 8th ed., 2001

¹⁹ (1963) 2 Mad.L.J. 412

²⁰ 1952 AC 109



boggle with one's imagination when it comes to the inevitable corollaries of the state of affairs imagined as real. The Court applied this time-tested principle underlying the interpretation of legal fiction, and opined that the phrase “*as if it had been passed by the District Court*” enjoins the executing Court to assume, for the purposes of S. 44-A and for other purposes connected with the execution of decrees, “that the District Court had actually passed the decree”. As a natural and necessary corollary of the same, the principle of simultaneous execution, as applicable to domestic decrees, would also indiscriminately extend to foreign decrees, especially in light of the conspicuous absence of any bar to the contrary.

28. Building on this statutory foundation, judicial precedents reinforce the permissibility of simultaneous execution. In ***Prem Lata Agarwal v. Lakshman Prasad Gupta***, the Supreme Court upheld the right to execute a decree concurrently in multiple Courts under Sections 38 and 39 CPC, emphasizing the absence of any statutory bar when assets are dispersed across jurisdictions. Similarly, in ***Cholamandalam Investment***, this Court explicitly held that no CPC provision prohibits simultaneous execution by two Courts, a position supported by ***Prem Lata Agarwal***. The Bombay High Court in ***ARF SV 1 Sàrl*** further affirmed this by allowing simultaneous execution of a UAE decree in India, rejecting arguments of prematurity

29. Additionally, in ***Oakwell Engineering Ltd.***, this Court reiterated that the right to apply for execution in any permissible mode should not be restricted unless explicitly barred by statute. Since Section 44A does not mandate prior execution in the cause country, the legislature intended to provide decree-holders with two options: (1) execute the decree in the Court that passed it, or (2) execute it wholly or partly through a competent District Court in India. It



may also be noted that legislative silences are often of great relevance in performing the exercise of statutory interpretation in Courts. In light of the express permissibility of simultaneous execution of domestic decrees, the legislature ought to have expressly prohibited the same for foreign decrees if such was the intent, especially when it created the legal fiction in favour of such decrees for the specific purpose of execution. In the absence of any such prohibition, it would be impermissible for the Court to curtail a crucial procedural right. It would not only be contrary to the principles of comity of Courts, which are meant to ensure that reciprocal decrees are duly enforced, but also to the basic principle of procedural interpretation, which requires the Court to infer in favour of permissibility of an act, when it is not explicitly made impermissible in the realm of procedure.

30. Further strengthening the case for simultaneous execution, Section 44A(2) requires a certificate of non-satisfaction, which the Decree Holder has fulfilled by submitting no-satisfaction certificates dated October 15, 2024, and March 20, 2025. The underlying character of this requirement is procedural, only mean to avoid over or unjust execution, and it is not to be read as a jurisdictional barrier to parallel proceedings. The Judgment Debtors' argument that execution in India must await the conclusion of UAE proceedings (Case No. 8864/2023) lacks merit, as Section 44A imposes no such precondition. To read it in the statute, as called upon by the Judgment Debtors, would be a case of re-writing the procedural law.

31. The deeming fiction in Section 44A(1) equates foreign decrees to domestic ones, suggesting that the same permissive approach applies. Moreover, *M.V. Al Quamar* clarifies that Section 44A grants an independent right to enforce foreign decrees in India, irrespective of proceedings in the



cause country. The absence of any provision in Order 21 Rule 11(2), Clause (f) or elsewhere in the CPC, suggesting a bar to simultaneous execution further supports this position. As noted in ***Cholamandalam*** and as noted above, any restriction on a legal right must be clearly laid down by statute and cannot be inferred, especially when no other conclusion is possible from the provisions of the governing law.

32. From a policy perspective, Section 44A of the C.P.C. does not lay down that, before filing a decree in a competent District Court in India, the decree-holder is required to put it into execution in the Court which has passed it. When the same is read in conjunction with Section 13 of the C.P.C, it appears that the legislature intended to give two options to the decree-holder - (1) to execute the decree through the Court which passed it, or (2) to execute it wholly or partly through a competent District Court in India. The purpose of Section 44A of the C.P.C. will be defeated, if it is held that a decree of the nature contemplated in the provision cannot be filed in a competent District Court in India for the purpose of execution, without first putting it into execution in the Court which passed it. The same would effectively render the enabling provision under Section 44A CPC as ineffective and impractical.

33. Moreover, Section 44A is grounded in principles of comity and reciprocity, aiming to facilitate cross-border enforcement. Prohibiting simultaneous execution would allow judgment debtors to dissipate assets in one jurisdiction while proceedings drag on in another, frustrating the decree-holder's rights. The Supreme Court in ***Shub Karan Bubna v. Sita Saran Bubna*** emphasized that unreasonable delays in execution undermine justice. In this case, the Judgment Debtors' assets in India justify parallel proceedings to secure the decree's fruits. To prohibit the same would not only enable the



Judgment Debtors to alienate the assets liable under execution, but would also enable a clear abuse of the judicial process.

34. It is noteworthy that the heavy reliance placed by the Judgment Debtor on the decision in **Bank of Baroda** is entirely misplaced. Paragraph 2 of the said judgment clearly sets out the question that arose for consideration in that case namely, “*what is the period of limitation for filing an application for execution of a foreign decree from a reciprocating country in India?*”.

35. The paragraphs nos. 42 and 43, on which significant emphasis has been placed by the Judgment Debtor, pertain to a hypothetical situation considered by the Supreme Court solely for the purpose of answering the specific question before it. For clarity, paragraphs 2, 42, and 43 of the judgment in **Bank of Baroda** are extracted below:

“1. What is the limitation for filing an application for execution of a foreign decree of a reciprocating country in India?” is the short but interesting question which arises for decision in this case.

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42. It is clarified that applying in the cause country for a certified copy of the decree or the certificate of part-satisfaction, if any, of the decree, as required by Section 44A will not tantamount to step-in-aid to execute the decree in the cause country.

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43. We answer the third question accordingly and hold that the period of limitation would start running from the date the decree was passed in the foreign court of a reciprocating country. However, if the decree holder first takes steps-in-aid to execute the decree in the cause country, and the decree is not fully satisfied, then he can then file a petition for execution in India within a period of 3 years from the finalisation of the execution proceedings in the cause country.”

36. It is, thus, evident that the expressions used in paragraphs 42 and 43 of the **Bank of Baroda** clarify that the discussion on the decree holder’s right to apply under Section 44A has only been necessitated in the context of limitation, so as to say that in case the decree holder opts to apply for execution in the



cause country, the limitation for subsequent execution proceeding in the forum country would commence from the conclusion of such foreign execution proceeding. It does not, in any manner, lay down that the decree holder is legally enjoined to first exhaust the execution proceeding in the foreign/cause country before initiating the same in the forum country. The decision does not lay down any blanket bar to parallel enforcement. Thus, the *ratio decidendi* is confined to limitation.

37. The second situation considered by the Supreme Court pertained to instances wherein the decree is not fully satisfied in the *cause country*. In such circumstances, the Court observed that the right to apply under Section 44A of the CPC, would accrue to the decree holder from the date on which the execution proceedings in the *cause country* conclude. From that date, a fresh limitation period of three years would become available to invoke Section 44A in the *forum country*. This decision, therefore, has no relevance to the issue involved in the present case namely, whether the decree holder is entitled to simultaneously execute the decree in both the *cause country* and the *forum country*, upon fulfilment of the underlying conditions in Sections 13 and 44A of CPC.

38. In conclusion, simultaneous execution under Section 44A CPC is permissible, supported by the absence of a statutory bar, judicial precedents, and the Decree Holder's compliance with procedural requirements. The legal fiction in Section 44A (1) equates the UAE decree to a domestic one, importing the flexibility of Sections 38 and 39 CPC. Cases like ***Prem Lata Agarwal, Cholanmandalam, ARF SV 1 Sàrl***, and ***M.V. Al Quamar*** confirm that no CPC provision prohibits concurrent enforcement, and the presence of the Judgment Debtors' assets in India further justifies the Execution Petition's



maintainability. Accordingly, the objections to simultaneous execution are found to be baseless, and the Decree Holder's right to pursue parallel execution proceedings in India is upheld.

Conduct of Judgment Debtors

39. The Judgment Debtors have exhibited a consistent pattern of dilatory tactics aimed at obstructing the enforcement of the decree dated October 10, 2023. Initially, they failed to appear before this Court on August 22, 2024, despite being duly served with notice, thereby delaying proceedings. Furthermore, they raised frivolous objections, including baseless claims that certified copies of the decree were absent, which were directly contradicted by the Decree Holder's filings on November 28, 2024. Additionally, they mischaracterized the UAE Court of Cassation's order of March 5, 2025, as having set aside the decree, despite the Sharjah Court of Appeal's clear affirmation of its validity on June 19, 2025. Compounding these actions, the Judgment Debtors failed to comply with procedural requirements by not filing *vakalatnamas* (except one by Judgment Debtor No. 3) or formal replies as mandated by this Court's directive on April 23, 2025, and instead submitted a delayed Note on July 7, 2025. This conduct underscores their intent to impede the execution process.

40. Moreover, the Judgment Debtors' actions in the UAE proceedings further reveal a deliberate strategy to obstruct enforcement. For instance, their request for a stay on execution was denied on August 12, 2024, yet they persisted in filing repetitive applications for correction and interpretation of the decree. These applications were decisively rejected by the Sharjah Court of Appeal on June 19, 2025, which labeled them as disguised attempts to modify a conclusive



judgment. Such persistent and unfounded efforts in the UAE demonstrate a clear intent to delay execution, thereby threatening the Decree Holder's ability to secure its rights. Often, the acts of the litigants obliterate the thin line between sound legal strategy and sharp practices which undermine the sanctity of the judicial process and have the effect of polluting it. Consequently, these actions necessitate prompt enforcement in India to prevent the potential dissipation of the Judgment Debtors' assets.

41. In light of the above, the EP is held to be unequivocally maintainable under Section 44A of the CPC. The decree, issued on October 10, 2023, by the Sharjah Court of Appeal, is valid, final, and enforceable, as reaffirmed by the same Court on June 19, 2025. It satisfies all tests of conclusiveness under Section 13 CPC, including being pronounced by a competent Court, adjudicated on the merits, and free from fraud, violation of Indian law, or breach of natural justice. The Decree Holder has fully complied with procedural requirements by submitting certified copies of the decree and no-satisfaction certificates dated October 15, 2024, and March 20, 2025, confirming the decree's unsatisfied status. Furthermore, the Judgment Debtors' objection to simultaneous execution in India and the UAE is wholly untenable, as Section 44A permits parallel proceedings. The Judgment Debtors' dilatory conduct reinforces the urgent need for expeditious enforcement to uphold the settled rights and ensure commercial certainty.

42. Thus, the objections raised by the Judgment Debtors to the maintainability of the EP, whether premised on the alleged invalidity of the decree, the pendency of proceedings in the cause country, or the impermissibility of simultaneous execution, stand wholly refuted. Accordingly,



the objections to the maintainability of the execution is rejected, and the Execution Petition is held to be maintainable in law and on facts.

43. Consequently, the execution shall proceed in accordance with the law, unhindered by the objections dealt hereinabove.

44. Accordingly, list this matter with all the pending applications on 27.10.2025.

PURUSHAINdra KUMAR KAURAV, J

SEPTEMBER 19 , 2025

P/sph