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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
CNR No. DLHC010172082026
+ OMP (ENF.) (COMM.) 92/2026 & EX.APPL.(OS) 599/2026
SOUTH INDIAN BANK LTD AND UNION BANK OF
INDIA LTD. THROUGH SOUTH INDIAN BANK LTD. IN
ITS CAPACITY AS THE LENDERS REPRESENTATIVE

.....Decree Holder

Through: Mr. Nachiketa Goyal, Mr.
Manish Dembla, Mr. Shubham
Kaushik, Advs.

versus

NATIONAL HIGHWAYS AUTHORITY OF INDIA

.....Judgement Debtor

Through: Mr. Nishant Awana, Ms. Rini
Badoni, Ms. Ekta Kundu, Advs.

54.

CNR No. DLHC010173162026
+ OMP (ENF.) (COMM.) 93/2026 & EX.APPL.(OS) 600/2026
SOUTH INDIAN BANK LTD AND UNION BANK OF
INDIA LTD THROUGH SOUTH INDIAN BANK LTD

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CORAM:

HON'BLE MR. JUSTICE OM PRAKASH SHUKLA

ORDER

28.09.2026

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1. Mr. Nachiketa Goyal, learned Counsel for the Decree Holder, is



appearing from a moving car. While this Court appreciates the convenience offered by virtual hearings, such convenience cannot come at the cost of the decorum of the Court or cause disturbance in the conduct of judicial proceedings. When this Court has to deal with more than 70 matters in a day, background noise and movement during the hearing are disruptive for this Court to proceed.

2. Even the Electronic Evidence and Video Conferencing Rules, 2025¹ of this Court provide that an endeavour shall be made by Advocates not to join proceedings from vehicles except in exceptional circumstances and with the permission of the Court. The requirement is not merely procedural and to ensure that even when Counsel appear virtually, they do so from an environment conducive to the proper functioning of this Court. There is no such exceptional circumstances existing in the present matter and the conduct of the Counsel is in violation of the rules.

3. In view of the aforesaid, a cost of Rs. 1 lakh is imposed upon learned Counsel for the Decree Holder, payable to Delhi High Court Legal Services Committee within one week from today.

4. Further, it is apparent from the record that the stamp duty on the arbitral award dated 13.11.2024 sought to be enforced was paid on 24.12.2025, which is undoubtedly beyond one month from the date of execution of the said award and not in consonance with the judgment of this Court in ***M/s URC Construction (P) Ltd. v. Airports Authority***

¹ “the rules”



*of India*².

5. At this stage, Mr. Manish Dembla, who is also appearing on behalf of the Decree Holder, submits that he has already deposited the stamp duty along with penalty before the Collector and that he shall deposit proof of the same within one week from today.

6. Accordingly, list on 15.10.2026.

OM PRAKASH SHUKLA, J

SEPTEMBER 28, 2026/pa

² **OMP (ENF.) (COMM.) 155/2026**