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

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*Judgment reserved on: 11.12.2025*

*Judgment pronounced on: 17.12.2025*

*Judgment uploaded on: 17.12.2025*

+ EFA(OS) 22/2025, CM APPL. 78117/2025, CM APPL. 78118/2025 & CM APPL. 78119/2025

**JAMIA HAMDARD DEEMED TO BE UNIVERSITY**

.....Appellant

Through: Dr. Amit George, Dr. Swaroop George, Mr. Mobashshir Sarwar, Mr. Abhinandan Jain, Mr. Shivam Prajapati, Ms. Ibansara Syiemlieh, Mr. Abhigyan Dwivedi, Mr. Vaibhav Gandhi, Mr. Kartikey Puneesh and Mr. Takrim Ahsan Khan, Advocates with Mr. M.A. Sikandar, OSD, Mr. Syed Saud Akhtar, COE

versus

**ASAD MUEED & ORS.**

.....Respondents

Through: Mr. Rajiv Nayar, Senior Advocate with Mr. Saket Sikri, Ms. Simran Mehta, Mr. Vikalp Mudgal, Mr. Ajay Pal Singh Kullar, Mr. Prakhar Khanna, Mr. Priyansh Choudhary and Mr. M H Zahidi, Advocates for R-1 & 2.

Mr. Sudhir Nandrajog, Senior Advocate with Mr. Shreyans Singhvi, Ms. Tanuja Singh, Ms. Ankita Singh and Ms. Madhu Yadav, Advocates for R-3 & 5.

Mr. Rajiv K. Virmani, Mr. Shubham Pandey and Mr.



Naimesh Gupta, Advocates for R-4.

Mr. Parmanand Gaur, Standing Counsel for UGC along with Mr. Vibhav Mishra, Ms. Megha Gaur, and Ms. Renu Bhandari, Advocates for R-6/UGC.

Mr. T. Singhdev, Mr. Tanishq Srivastava, Mr. Abhijit Chakravarty, Ms. Yamini Singh, Mr. Bhanu Gulati and Mr. Sourabh Kumar, Advocates for R-7.

### **CORAM:**

**HON'BLE MR. JUSTICE ANIL KSHETARPAL  
HON'BLE MR. JUSTICE HARISH VAIDYANATHAN  
SHANKAR**

### **JUDGMENT**

#### **ANIL KSHETARPAL, J.**

1. Through the present Appeal, the Appellant (a third-party) assails the correctness of the order dated 08.12.2025 [hereinafter referred to as 'Impugned Order'] passed by the learned Single Judge (Executing Court), in O.M.P (ENF.) No.6/2025 captioned *Asad Mueed & Anr. v. Hammad Ahmed & Ors.*, while allowing an application filed by the Decree Holder (hereinafter referred to as 'DH') under Order XXI Rule 32 of the Code of Civil Procedure, 1908 [hereinafter referred to as 'CPC']. By the Impugned Order passed by the Executing Court, the Appellant (a third-party to the arbitration proceedings) has been directed to issue the Consent of Affiliation [hereinafter referred to as 'CoA'] required for the 150 MBBS seats at the Hamdard Institute of Medical Sciences & Research ['HIMSR'] for



the academic year 2025-26.

2. The following two issues arise for consideration in this Appeal:
  - i. Whether the Executing Court can travel beyond the scope and ambit of the Arbitral Tribunal's order passed under Section 17 of the Arbitration and Conciliation Act, 1996 [hereinafter referred to as 'AC Act'] while directing a third-party, who is neither a party to the arbitration agreement nor a party to the arbitration proceedings?
  - ii. Whether a third party's Appeal is maintainable against the Executing Court's directions issued while enforcing the Arbitral Tribunal's order passed under Section 17 of the AC Act?

### **FACTUAL MATRIX**

3. In order to appreciate the issues arising for consideration in the present Appeal, it is necessary to briefly note the relevant facts.
4. On 22.10.2019, the members of the Hamdard family executed a Family Settlement Deed ['FSD'] dividing themselves into two factions. The first faction, described in the FSD as the "HLT Group," comprised Mr. Asad Mueed/Respondent No.1 and Mr. Abdul Majeed/Respondent No.2. The second faction, described as the "HFI Group," comprised Mr. Hammad Ahmed/Respondent No.3 and his sons, Mr. Sajid Ahmed/Respondent No.4 and Mr. Hamid Ahmed/Respondent No.5. The FSD was subsequently amended by a further deed dated 21.02.2020.
5. The FSD deals with various businesses, properties, and



institutions run by the Hamdard family, including a charitable society, namely the Hamdard National Foundation (India) ['HNF'], which is the sponsoring body of the Appellant. The family runs a medical college under the name of HIMSR, which has been projected as a constituent institution of the Appellant (University). The FSD elaborately provides for the division of businesses and institutions between the HLT Group and the HFI Group. It further envisages the constitution of two committees for the management of HNF and its institutions. One committee, namely the Hamdard Education and Cultural Aid Committee ['HECA'], is placed under the control of the HFI Group, while the other, namely the Medical Relief and Education Committee ['MREC'] is placed under the control of the HLT Group. Under the FSD, the Appellant was to operate as an autonomous institution funded by HECA, whereas HIMSR was to function as an institution under the MREC.

6. Disputes arose between the HFI Group and the HLT Group, leading to the filing of O.M.P.(I) 7/2022 under Section 9 of the AC Act seeking various reliefs, including directions concerning the management of HIMSR. In those proceedings, the Appellant was sought to be impleaded; however, the Court, on 20.09.2022, while disposing of the petition did not formally implead the Appellant as a party to the proceedings but gave liberty to the parties to the FSD to approach the learned Arbitrator for further directions under Section 17 of the AC Act. The Court clarified that the directions were intended to preserve the *status quo* until the learned Arbitrator had an opportunity to pass further orders, and that the parties retained the liberty to seek



modification, variation, or vacation of any orders passed by the Court before the learned Arbitrator: The relevant portion of order dated 20.09.2022 reads as under-

*“d. The parties may make their respective claims under the FSD before the learned arbitrator. It is made clear that the parties may also approach the learned arbitrator for further directions under Section 17 of the Act. The directions given in this order are only intended to hold the field until the learned arbitrator has the opportunity to consider the matter and pass further directions, as may be required from time to time. The parties are at liberty to seek modification, variation, or vacation of the orders passed by this Court before the learned arbitrator.”*

7. Pursuant to the directions recorded by this Court, proceedings were conducted before the learned Arbitrator under Section 17 of the AC Act. It is, however, important to note that the Appellant was not a signatory to the arbitration agreement and therefore was not a party before the learned Arbitrator. Conscious of that fact, the Arbitrator, while passing the order dated 12.08.2025, expressly recorded that the Tribunal would not go into alleged contraventions of the University Grants Commission ['UGC'] Act, 1956 or the applicable UGC (Institutions Deemed to be Universities) Regulations, 2023 ['UGC Regulations'] and confined itself to disputes arising under the Family Settlement Deed. In that regard, the Arbitrator observed that it was concerned with the disputes relating to the FSD and not with adjudication of statutory regulatory violations. The Arbitrator, however, directed as follows:

*“21. The Tribunal cannot and is not going into the question whether HIMSR has or has not contravened the provisions of the UGC Act and/ or the applicable UGC Regulations. The Tribunal is concerned with the disputes relating to the FSD.*

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35. Accordingly, it is directed that the Respondents and Jamia



*Hamdard shall extend all support to the Claimants and HIMS in their attempts before the appropriate forum/ fora to be included in the counselling and admission process of the :MBBS (150 seats) course for the academic year 2025-26. Of course, such support by the Respondents and Jamia Hamdard has to be within the confines of law. At the same time, the Respondents and Jamia Hamdard should be careful not to set up a purported legal hurdle, when none exists, so as to deny HIMS the said 150 MBBS seats. Jamia Hamdard, though yet not a party to the present arbitration is bound by its assurance and commitment given to the Hon'ble High Court that it will "facilitate the implementation of the directions given by the learned arbitrator".*

8. The Appellant challenged the order dated 12.08.2025 by preferring an Appeal under Section 37(2)(b) of the AC Act. That Appeal was disposed of on 16.09.2025 with the clarification, which must be read into the enforcement discourse, that the support directed by the Arbitrator was to be “within the confines of law” and that if the DHs and HIMS were not acting within the confines of law, Jamia Hamdard need not support them. Paragraph 13 of the order dated 16.09.2025 encapsulates this clarificatory position in the following terms:

*“13. A reading of the aforesaid paragraphs reveals that the Arbitral Tribunal has given a direction to the respondents in the arbitration and the appellant, to extend support to the claimants and HIMS in their attempt to secure 150 MBBS seats for the academic year 2025-26. However, the Arbitrator clarifies that the support has to be within the confines of the law. The impugned order further directs that the appellant should not create “purported legal hurdles” so as to deny the 150 MBBS seats to HIMS for the academic year 2025-26. This would necessarily imply that if the claimants and HIMS are not acting within the confines of law, the appellant need not support them.”*

9. Enforcement proceedings were thereafter initiated in O.M.P. (ENF.) 6/2025 by the DHs seeking compliance with the Arbitral Tribunal’s order dated 12.08.2025. The Appellant, the UGC/ Respondent No.6 and the National Medical Commission/ Respondent



No.7 were impleaded as parties together with other Respondents. On 10.10.2025, this Court, in the course of those execution proceedings, passed directions directed at faithful implementation of the Arbitral Tribunal's order; those directions were subsequently the subject-matter of EFA(OS) No.17/2025. The operative portions of the order dated 10.10.2025 read as under-

6. *The Order dated 12.08.2025 has attained finality as of now and must be implemented in its true letter spirit and intent. A combined reading of the said Order of the Arbitral Tribunal and the Coordinate Bench shows that there is a clear direction to judgement-debtor No. 4 to cooperate with the decree-holders in restoration of 150 MBBS seats. It is also evident from the said Orders that the cooperation will be in accordance with law.*

7. *For the said reasons, it is directed that the judgement-debtor No. 4 shall cooperate with the decree-holders in restoration of 150 MBBS seats for the academic year 2025-26 at HIMS in accordance with law and will execute all documents including any/all necessary permissions/letters.*

10. On 14.11.2025, by consent before the Division Bench in EFA(OS) No.17/2025, paragraph 7 of the order dated 10.10.2025 was substituted with paragraph 13 of the order dated 16.09.2025 (in Arb. Appeal No.3/2025). The effect of that modification was to make explicit that any cooperation or support required to be extended by Jamia Hamdard pursuant to the Tribunal's directions must be "within the confines of law" and that Jamia Hamdard would not be obliged to lend support if the DHs or HIMS were shown not to be acting lawfully. The relevant paragraphs read as under-

*"5. It has been agreed that the Paragraph No.7 of the Impugned Order passed by the learned Single Judge (Executing Court) shall be substituted with Paragraph No.13 of the order dated 16.09.2025 passed by the learned Single Judge in ARB.A.3/2025 & I.A. 20074/2025 captioned **Jamia Hamdard Deemed to be University vs. Asad Mueed & Ors**, which reads as under:*

*"13. A reading of the aforesaid paragraphs reveals that the*



*Arbitral Tribunal has given a direction to the respondents in the arbitration and the appellant, to extend support to the claimants and HIMSR in their attempt to secure 150 MBBS seats for the academic year 2025- 26. However, the Arbitrator clarifies that the support has to be within the confines of the law. The impugned order further directs that the appellant should not create “purported legal hurdles” so as to deny the 150 MBBS seats to HIMSR for the academic year 2025-26. This would necessarily imply that if the claimants and HIMSR are not acting within the confines of law, the appellant need not support them.”*

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11. Notwithstanding the order dated 14.11.2025 passed by the Division Bench, the DH again filed an application under Order XXI Rule 32 of the CPC. The learned Single Judge, on scrutiny of the material, concluded that the withdrawal communicated by the Appellant was not made pursuant to any statutory compulsion and that, having issued CoAs for many years without objection, the Appellant's sudden withdrawal during the currency of the arbitral and execution processes had the effect of frustrating the arbitrator's directions and creating a purported legal hurdle as cautioned against in paragraph 35 of the Tribunal's order.

12. In the result, the learned Single Judge held that the withdrawal of CoA by the Appellant was not within the confines of law and directed the Appellant to issue the necessary CoAs to the DHs within seven days, failing which the DHs were granted liberty to revive the execution application. Aggrieved by that order, the Appellant has preferred the present Appeal.

### **13. CONTENTIONS OF THE APPELLANT**

13.1 Maintainability: Learned counsel for the Appellant submits that the present Appeal is maintainable under Section 10 of the Delhi High



Court Act, 1996 read with Section 96 and Order XXI Rule 58 and Order XLI of the CPC. It is emphasised that the cases relied upon by the Respondents on the question of maintainability concern situations where the parties were signatories to arbitration agreements and had voluntarily given up remedies outside the arbitral forum. In contrast, Jamia Hamdard has consistently objected to being made a party to the arbitration; it is not a signatory to the arbitration agreement and an impleadment application filed in 2022 seeking to bring Jamia Hamdard into the arbitral proceedings remains undecided. In these circumstances, the Appellant, a non-signatory affected by enforcement proceedings which address issues (notably UGC compliance and affiliation) outside the scope of the arbitral reference, is entitled to challenge the execution order before this Court. Reliance is placed on the fact that the Supreme Court in *Amazon.com NV Investment Holdings LLC v. Future Retail Ltd.*<sup>1</sup> left open the question whether a non-signatory affected by an enforcement order may be permitted to challenge it in court on the facts of a future case.

**13.2 Scope of the Enforceable Order:** Learned counsel for the Appellant submitted that the Impugned Order travels beyond the decree/enforceable order dated 12.08.2025. It was submitted that the Arbitrator's order dated 12.08.2025 required only that the parties extend support and cooperate "within the confines of law" and refrain from creating any "purported legal hurdle." The Appellant's case is that the Impugned Order exceeded that limited mandate by declaring the withdrawal of the CoA to be illegal and directing the Appellant to

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<sup>1</sup> (2022) 1 SCC 209



issue a fresh CoA. Such positive compulsion, it is submitted, amounts to enforcement beyond the scope of the original decree and thereby exceeds the jurisdiction of an executing court entrusted with implementation of an arbitral direction under Section 17 of the AC Act.

**13.3 Statutory/ regulatory constraints and steps taken by the University:** It was contended that the Appellant, responsible for the welfare of some 11,000 students, has acted under the compulsion of statutory directions and regulatory exigencies. By communication dated 07.11.2022, the UGC raised fundamental objections to any transfer of control/affiliation of HIMS to third parties and, in consequence, withheld grants of approximately Rs. 8 Crores pending compliance. In response, the Appellant promptly initiated remedial steps and, by a Board resolution dated 05.12.2022, resolved to comply with the UGC directions and the applicable Regulations. Thereafter no CoA was given while HIMS allegedly remained under the control of third parties, a state which the UGC had specifically objected to. The Appellant therefore maintains that its communications to the NMC in 2025 (withdrawal of previously issued CoA letters) were measures taken to discharge regulatory obligations and protect the institutional interest of the University, rather than an exercise designed to frustrate the arbitral process.

**13.4 Non-arbitrability, regulatory consequences and non-consideration of Appellant's objections:** Learned counsel further submitted that the Arbitrator himself made clear that questions of UGC compliance and related statutory concerns were not a matter for



the Tribunal to decide. Those issues, it is urged, are rights *in rem* and non-arbitrable; in any event they are the subject matter of writ petitions and statutory appeals pending before the appropriate fora. The Appellant therefore contended that the Executing Court was not entitled to determine or to pre-empt those non-arbitrable regulatory questions in execution proceedings and that the Impugned Order fails to adequately address a wide array of objections raised by the Appellant, including the risk of regulatory non-compliance, findings emerging from statutory audits and reports, and the practical consequences of permitting admissions while the institutional control and accounts remain under dispute. To permit the enforcement order in the manner done by the learned Single Judge, it is submitted, would permit the substantive effecting of relief by an indirect route which the statutory appellate architecture and the UGC's supervisory role do not permit.

#### **14. CONTENTIONS OF THE RESPONDENT NOS. 1 & 2 (Asad Mueed and Abdul Majeed)**

14.1 *Per contra*, learned senior counsel appearing for Respondent Nos. 1 & 2 supported the Impugned Order and submitted that the Appellant's challenge to the enforcement order is misconceived and lacks merit. Reference was made to the FSD executed by the parties, the orders dated 20.09.2022 passed by this Court, and the Arbitral Tribunal's order dated 12.08.2025. Learned senior counsel emphasised that these records establish the entitlement of Respondent Nos. 1 & 2 to implement the rights and obligations stipulated under the FSD.



#### 14.2 Continuity and Legitimacy of the Consent of Affiliation:

Learned senior counsel highlighted that the Appellant had been continuously issuing CoA to the relevant institution since 2011. Despite this longstanding practice, it was submitted that the Appellant allegedly arbitrarily and unilaterally withdrew the CoA in 2022, without any lawful justification. The withdrawal, it was argued, disrupted the legitimate expectations and rights of the DHs. Attention was drawn to the various consent letters and communications issued by the Appellant over the years, evidencing a pattern of consistent recognition of the authority of Respondent Nos. 1 & 2 to exercise control over HIMSR in accordance with the FSD.

#### 14.3 Maintainability of the Appeal:

Learned senior counsel relied upon the judgment of the Supreme Court in *Amazon.com NV Investment Holdings LLC* (supra) to contend that the present Appeal is not maintainable. It was submitted that the Appeal is impermissible against the order passed by the learned Single Judge in the Enforcement Petition, as the Appellant, being aware of the enforcement proceedings, cannot invoke extraneous arguments to avoid compliance with the arbitral and judicial directions. Reliance was placed on the principle that enforcement orders passed under Section 17 of the AC Act are binding and executable in accordance with law, and a non-signatory, whose actions impede enforcement, cannot ordinarily avoid compliance, where its actions interfere with the execution of a valid decree.

#### 14.4 Relief and Implementation:

It was submitted that the Impugned Order correctly directs the Appellant to issue the necessary CoA and



to cooperate in accordance with the law. Learned senior counsel contended that any deviation from the Impugned Order would undermine the sanctity of the FSD and the enforceability of arbitral directions.

### **15. CONTENTIONS OF THE RESPONDENT NOS. 3 & 5 (Hammad Ahmed and Hamid Ahmed)**

15.1 Learned counsel for Respondent Nos. 3 & 5 urged that the Arbitration Appeal No. 4/2025, preferred by Respondent Nos. 3 & 5, against the Arbitral Tribunal's order dated 12.08.2025, is pending adjudication before this Court and raises substantial and wide-ranging grounds which materially exceed the points advanced by the Appellant. It is argued that Arb. A. 4/2025 assails, *inter alia*, the manner in which the learned Arbitrator exercised jurisdiction, specifically contending that the Arbitrator entertained and adjudicated applications filed by Respondent Nos. 1 & 2 while leaving the applications filed by Respondent Nos. 3 & 5 either unadjudicated or inadequately considered. It was therefore contended that the executing proceedings in OMP (ENF.) 6/2025 ought not to have been entertained by the learned Single Judge since the execution, if permitted to proceed, would directly prejudice the rights of Respondent Nos. 3 & 5 in Arb. A. 4/2025 and may render that Appeal infructuous if the 150 MBBS seats are opened for HIMSR in the interregnum.

15.2 It was further pointed out that Writ Petition (C) No. 12362/2025, in which HIMSR and Respondent Nos. 1 & 2 seek, among other reliefs, quashing of the NMC order dated 23.07.2025



refusing renewal of 150 MBBS seats for 2025-26, is pending before the learned Single Judge. It was emphasised that the Arbitral Tribunal itself, in paragraph 21 of its order dated 12.08.2025, expressly refrained from adjudicating alleged violations under the UGC Regulations and related statutory regimes. The learned Single Judge likewise did not venture into determining questions of statutory compliance in the Impugned Order. It was submitted that both tribunals recognised that alleged statutory violations are matters properly determined in the pending writ proceedings, and that execution proceedings cannot be used as a vehicle to predetermine or bypass such adjudication.

15.3 Closely allied to the foregoing is the submission grounded in the elementary principle that what cannot be done directly cannot be done indirectly. It was urged that HIMSР pursued the statutory appellate remedies available under the NMC regime in relation to the order dated 23.07.2025; a first Appeal under the Maintenance of Standards of Medical Education Regulations, 2023 was dismissed on 15.09.2025 and a second Appeal under Section 35(7) of the NMC Act, 2019 was dismissed on 16.10.2025. No further action was taken by HIMSР or by Respondent Nos. 1 & 2 to challenge those statutory outcomes. It was contended that if this Court were to sustain the Impugned Order it would, in effect, be setting aside the statutory determinations made in those first and second Appeals by means of an indirect route. Such an outcome, it was submitted, would be contrary to the statutory appellate architecture and would impermissibly circumvent the authoritative decisions rendered by the NMC and the



Department of Health & Family Welfare.

15.4 It was submitted that Clauses 31 read with 35A of the FSD mandated segregation of the common fund lying in the HNF joint account within seven days of the passing of the requisite resolution under Annexure VI, and that this mandatory segregation has not been effected. It was stressed that the rights of all parties under the FSD must be kept inviolable and in equipoise; any judicial step which, in practical effect, dilutes or prejudices the rights of Respondent Nos. 3 & 5 would be contrary to the scheme and express terms of the FSD. This submission was advanced against the background of the UGC's categorical stance that continued violations could imperil the deemed university status of Appellant. In that context, Respondent Nos. 3 & 5 urged that the Court should exercise caution before making any order which could aggravate regulatory non-compliance and thereby jeopardise the institutional interests of the University and the larger cohort of students.

## **16. CONTENTIONS OF THE RESPONDENT NO. 4 (Sajid Ahmed)**

16.1 Background and FSD: Learned counsel for Respondent No. 4 submitted that in 2019, Respondent Nos. 1, 2, 3, 4, and 5 executed FSD, subsequently amended in 2020, which governs the operation and management of the ten Schools of Studies under the Appellant. The said schools include, *inter alia*, the School of Pharmaceutical Education and Research, School of Engineering Sciences & Technology, School of Interdisciplinary Science and Technology, School of Nursing Sciences and Allied Health Sciences, School of



Unani Medical Education and Research, School of Humanities & Social Sciences, School of Management and Business Studies, School of Chemical and Life Sciences, Hamdard Institute of Legal Studies and Research, and HIMSR along with its attached teaching hospital, HAH Centenary Hospital, as notified *vide* UGC Notification dated 12.10.2022.

16.2 It was submitted that under the FSD, nine out of ten schools were intended to vest with Respondent Nos. 3, 4, and 5. The Impugned Order, by directing the Appellant to grant CoA for MBBS seats at HIMSR, is in direct conflict with the FSD and threatens to render the FSD unenforceable. This, in turn, would adversely affect the rights and entitlements of Respondent No. 4, as the Appellant risks losing its status as a Deemed-to-be University in light of violations of UGC Regulations.

16.3 Violation of UGC Regulations: Learned counsel further submitted that, as per Regulation 26 of the UGC Regulations, the Appellant University is unitary in nature and is not permitted to affiliate or recognize any other institution. Any attempt to affiliate HIMSR as an independent college would therefore be in direct violation of the aforesaid Regulations. The relevant extract, highlighting the unitary nature of deemed universities, was referred to for the convenience of the Court:

*“26. Institution deemed to be University to be unitary. — The institution deemed to be University shall be unitary in nature and shall not affiliate any other institution.”*

It was submitted that the Impugned Order, by permitting the grant of 150 MBBS seats to HIMSR, is in teeth of Regulation 26 and has



caused, and is stated to cause, grave prejudice to the rights of the approximately 11,000 students enrolled across the other nine schools of the Appellant. Further, the violation of Regulation 34(b) could imperil the University's status and potentially result in closure of courses, withdrawal of deemed university status, or other severe regulatory consequences.

**16.4 Pending Arbitral Appeal and Writ Petitions:** It was submitted that Arbitration Appeal No. 4/2025, filed by Respondent No. 4 challenging the Arbitral Tribunal's order dated 12.08.2025, is currently pending adjudication before this Hon'ble Court. The Impugned Order, by directing the Appellant to grant medical seats, effectively renders the said appeal infructuous. Learned counsel further referred to the order dated 23.07.2025 passed by the NMC refusing grant of 150 MBBS seats for 2025-26, which was challenged in W.P. (C) 12362/2025 by Respondent Nos. 1 and 2 and is pending adjudication. It was submitted that HIMSIR also pursued statutory remedies under the Maintenance of Standards of Medical Education Regulations, 2023, including a first Appeal decided on 15.09.2025 and a second appeal decided on 16.10.2025, both of which upheld the original NMC decision. It was emphasised that the NMC's decision has attained finality under Regulation 10, and the Impugned Order cannot override or circumvent these statutory determinations.

**16.5 Prejudice to Respondent No. 4 and Institutional Consequences:** Learned counsel submitted that the Impugned Order, by directing the grant of MBBS seats, undermines the Appellant's regulatory compliance and threatens the status of the University, which would, in



turn, adversely affect all other nine schools intended to vest in Respondent No. 4. The consequences of such an order could include invalidation of degrees already granted, disruption of institutional governance, and severe prejudice to students and faculty. It was therefore urged that this Court consider the balance of interests so as to ensure that the rights and entitlements of Respondent No. 4 in the nine schools remain fully protected.

## **ANALYSIS & FINDINGS**

17. This Court has considered the submissions advanced by learned counsel for the parties at length and with their able assistance, perused the material on record.

18. **Maintainability of the Appeal:** The first issue for examination is the objection to the maintainability of the present Appeal, as urged by learned senior counsel for Respondent Nos. 1 and 2. The AC Act contemplates two provisions relevant to enforcement: Section 36, which provides that an arbitral award may be enforced in accordance with the provisions of the CPC as if it were a decree of the Court; and Section 17(2), which provides that an order passed by an Arbitral Tribunal under Section 17(1) may be enforced “in the same manner as if it were an order of the Court.” The AC Act does not prescribe a separate procedural code for enforcement or for adjudication of third-party objections; accordingly, where enforcement of an award or an interim order is sought, the procedure laid down in the CPC, in particular Part II and Order XXI, governs the course of execution.

18.1 It is also pertinent to note, as observed in the hearings before



this Court, that Section 37 of the AC Act does not provide for an Appeal from an order of the Executing Court; Section 37 deals with Appeals from certain orders under the AC Act and does not furnish a specific right of Appeal against execution orders.

19. Order XXI of the CPC and adjudication of third-party objections: The CPC, by way of Order XXI, provides the comprehensive machinery for execution and for adjudication of objections that may be raised in execution proceedings. In this context, the expression “third party” must be understood with reference to the individuals who are not covered by Sections 47 and 146 of the CPC: Section 47 empowers the executing court to decide questions between the parties to the suit in which the decree was passed or their representatives; Section 146 defines the word “representative” for this purpose. Order XXI of the CPC also recognises that a person who is neither a party to the original decree nor his representative may resist execution and raise objections; such objections are to be adjudicated in execution proceedings by the executing court itself after considering all relevant aspects.

20. From a reading of the scheme of Order XXI of the CPC, it is evident that third-party objections are required to be decided under Order XXI Rules 58 and 101 of the CPC. Order XXI Rule 90 of the CPC authorises any person whose interests are affected by sale to apply to the Court to set aside the sale on the ground of a material irregularity or fraud in publishing or conducting it. Provisions of Order XXI Rules 97, 98, 99 and 101 of the CPC have been interpreted to enable third-parties to file objections even before dispossession, and



it has been held that such objections are required to be adjudicated. Reliance can be placed upon the judgments passed by the Supreme Court in ***Brahmdeo Choudhary v. Rishikesh Prasad Jaiswal & Anr***<sup>2</sup> and ***Asgar Mohan Varma v. Moham Varma***<sup>3</sup>.

21. Rules 58, 101 and 103 of Order XXI of the CPC- Appealability: Rules 58, 101 and 103 of Order XXI expressly empower the executing court to decide all questions, including those relating to right, title and interest, arising between the parties and any resisting claimant; Rules 58 and 101 bars multiplicity of proceedings by prescribing that such questions are to be decided in the execution proceeding and not by way of a separate suit; Rules 58 and 103 places orders of the executing court on the same pedestal as decrees of the Court and makes them appealable. Plainly, therefore, it is not correct to suggest that orders passed in execution while adjudicating third-party resistance are incapable of appellate scrutiny. If third-party objections are decided under these provisions, an appeal is maintainable as if it were a decree as provided under Order XXI Rules 58(4) and 103 of the CPC. Once the AC Act does not lay down procedure for enforcement of decree or order, the procedure laid down in the CPC will govern the field. Hence, the objection raised by the learned senior counsel for the Respondent Nos.1 and 2 with regard to maintainability of the present Appeal lacks merit.

22. The Amazon decision, its limited scope: Learned senior counsel for Respondent Nos. 1 and 2 placed heavy reliance on the decision of

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<sup>2</sup> (1997) 3 SCC 694

<sup>3</sup> (2020) 16 SCC 230



the Supreme Court in ***Amazon.com NV Investment Holdings LLC*** (supra). That decision, however, must be read with care. Paragraph 78 of the reported judgment expressly observed that no third party was before the Supreme Court in that case and left open the question whether a person who is not a signatory to the arbitration agreement and who is affected by an order made in enforcement may be permitted to challenge it in court on the facts of a future case. In that light, ***Amazon.com NV Investment Holdings LLC*** (supra) does not furnish an absolute bar to the appellate court to hear and decide Appeal where a non-party to the arbitration is directly and adversely affected by enforcement proceedings; rather, it leaves the issue open for determination on the facts of each case. The relevant paragraph reads as under:

*“78. Mr Salve then painted a lurid picture of third parties being affected in enforcement proceedings. No such third party is before us. As to a third party i.e., a party who is not a party to the arbitration agreement and to the subject-matter covered by the award and who is affected by an order made in enforcement, we say nothing, leaving the question open to be argued on the facts of a future case.”*

23. Application of the foregoing to the present proceeding-maintainability upheld: Applying the foregoing principles to the facts at hand, it is noted that the Appellant is not a signatory to the arbitration agreement and has consistently resisted impleadment in the arbitral proceedings; impleadment applications filed in 2022 remain undecided. The enforcement proceedings before the executing court raised questions going beyond the narrow scope of the Arbitral Tribunal's order, and the executing court purported to adjudicate matters of statutory compliance and to assess the legality of the University's regulatory conduct. Additionally, on 10.10.2025, the



Enforcement Petition filed by the Respondent Nos.1 and 2 was finally disposed of. This order was modified by the Division Bench on 14.11.2025; however, Respondent No.2 filed application under Order XXI Rule 32 of the CPC alleging infringement of order dated 10.10.2025, which had already been modified. The Executing Court erred in entertaining such application with respect to an order which had already stood modified. Once a judgment, decree or order passed by the Lower Court is modified or set aside in an Appeal, the said judgment, decree or order merges with the Appellate Court; hence, enforceability of the Lower Court order is not permissible. In these circumstances, and having regard to the statutory framework described above, the present Appeal challenging an order in enforcement proceedings which directly affects the Appellant is maintainable. The preliminary objection to maintainability is therefore repelled.

#### Executing Court Cannot Travel Beyond the Decree / Interim Order

24. Limitation on the Executing Court's jurisdiction: It is a well-settled principle that an Executing Court must confine itself to enforcing the decree or order that it is called upon to execute and that it cannot travel beyond the scope of that decree/order. Where the order sought to be enforced is an interim direction of an Arbitral Tribunal under Section 17, the Executing Court's role is equally circumscribed and must be exercised in accordance with the CPC.

25. The Tribunal's limited mandate: The Arbitral Tribunal's order dated 12.08.2025 confined its jurisdiction to disputes arising under the



FSD and expressly recorded that it would not go into alleged contraventions of the UGC Act or the UGC Regulations. Paragraph 35 of the Tribunal's order directed that the Respondents and Jamia Hamdard should extend support to the Claimants and HIMS "within the confines of law" and cautioned against creating "purported legal hurdles." When the Appellant challenged the Tribunal's order under Section 37(2)(b) of the AC Act, this Court, by order dated 16.09.2025, clarified that the support directed by the Tribunal must be "within the confines of law" and that if the Claimants/HIMS were acting outside the law, Jamia Hamdard need not support them. The Executing Court further erred in impleading Respondent Nos. 6 and 7 (UGC and NMC), who were not parties to the arbitration, in the execution proceedings along with other Respondents, contrary to the mandate of the Arbitral Tribunal and the statutory scheme under the AC Act. Respondent No. 7, based upon the Appellant's withdrawal of CoA vide letter dated 22.07.2025, decided not to grant renewal permission to admit 150 MBBS and Post-graduate medical seats to HIMS for the academic session 2025-26. It is also noted that four rounds of counselling for admission to MBBS seats had been concluded on 20.11.2025. The Respondent No. 6 has submitted that Jamia Hamdard filed a MoA to the Respondent No. 6 for approval on 16.04.2017, reflecting HIMS as a constituent institution without following the process prescribed in Regulations 2013. Subsequent communications, including MoAs submitted in 2021 and correspondence in 2022, clarified that HIMS could not be shown as a constituent institution. The UGC Regulations notified on 02.06.2023 barred affiliation of institutions under Regulation 26 and provided consequences under



Regulation 34. Accordingly, the Respondent No. 6 took a firm stand that HIMSR cannot be shown as a constituent institution of Jamia Hamdard. Violation may ultimately result in withdrawal of the deemed university status, and in such case, a deemed university shall not be authorised to issue degrees to students in accordance with law.

**26. The Executing Court's course in execution proceedings:**  
Notwithstanding the Tribunal's limited mandate and this Court's clarificatory order, the Executing Court entertained applications in the execution proceedings which sought relief well beyond mere enforcement, including coercive processes in an interlocutory application framed under Order XXI Rule 32 of the CPC (EX.APPL.(OS) 1509/2025), praying, inter alia, for directions for arrest, detention in civil prison and attachment of property of members of the Executive Council and other functionaries. The course adopted in the execution proceedings thus went beyond enforcing assistance "within the confines of law" and amounted to substantive adjudication.

**27. Order XXI Rule 32 of the CPC- scope and inapplicability:**  
Order XXI Rule 32 of the CPC is a provision directed to execution of decrees for specific performance, restitution of conjugal rights or injunctions; it empowers the Executing Court to proceed against disobedient Judgment-Debtors in those narrow categories. The interim direction issued by the Arbitral Tribunal did not operate as, nor was it, a decree of injunction or the like; it required assistance or cooperation subject to legality. Consequently, the interlocutory application being EX.APPL.(OS) 1509/2025 under Order XXI Rule 32 of the CPC filed



in the execution proceedings sought relief of a character not attracted by the nature of the Tribunal's order and was therefore not maintainable. The Executing Court had no jurisdiction to entertain coercive processes under Rule 32 in the circumstances of this case.

28. Executing Court's substantive adjudication on legality of withdrawal of Consent of Affiliation (CoA): The Executing Court proceeded to record a finding that the Appellant's withdrawal of the CoA was not within the confines of law and that the withdrawal was not legally sustainable. That finding, in effect, adjudicated the legality of the University's regulatory communications and responses to statutory authorities, matters which the Tribunal had expressly excluded from its remit and which are the subject of separate statutory and judicial remedies. The Executing Court therefore embarked upon a de novo enquiry into matters beyond the remit of the order it was called upon to enforce.

29. Pending statutory and judicial remedies and the need for caution: It is an important part of the factual matrix that statutory and judicial remedies were pending: writ petitions and statutory appeals challenging regulatory decisions in relation to the grant/renewal of seats were alive and, in some instances, had been decided in the statutory forum. It is also on record that the counselling process before the Respondent No.7/ National Medical Commission for the academic session 2025-26 had been closed. These interlocutory and regulatory developments materially affected the rights and obligations of the parties and form part of the background which the Executing Court ought to have borne in mind and which should have dissuaded that



court from undertaking an expansive adjudication of regulatory legality in execution proceedings.

30. Principle against indirect circumvention of statutory remedies:

The elementary principle that “what cannot be done directly cannot be done indirectly” is apposite. Where matters of regulatory compliance, unitary status and affiliating powers are matters assigned by statute to specialised authorities and the statutory appellate architecture provides for specific remedies, it is impermissible to use execution proceedings as a vehicle to obtain through indirect means a substantive outcome the statutory process does not permit. Permitting such indirect circumvention would be contrary to the statutory scheme and liable to cause serious prejudice to the institutional and regulatory framework.

31. Family Settlement Deed, protective equities and regulatory sensitivities:

Several Respondents invoked Clauses 31 and 35A of the FSD and pointed to non-compliance with mandatory steps (including the segregation of the HNF joint account) as well as to broader regulatory concerns identified by the UGC and other statutory authorities. Those protective equities and regulatory sensitivities underline the complexity of the matrix which confronted the Executing Court and which required caution; the Executing Court’s approach of embarking on substantive determinations without any antecedent declaration either by the Arbitral Tribunal or by the competent statutory authorities was therefore inappropriate.



## **CONCLUSION**

32. For the reasons stated above:

- i. The objection to maintainability of the present Appeal is unfounded and is accordingly rejected.
- ii. The Executing Court exceeded the scope of the decree/order it was called upon to enforce. In particular, the Executing Court had no jurisdiction in execution proceedings to adjudicate, as it did, the legality of the Appellant's withdrawal of the CoA or to entertain coercive relief under Order XXI Rule 32 of the CPC in the circumstances of this case.
- iii. The application filed under Order XXI Rule 32 of the CPC (EX.APPL.(OS) 1509/2025) was not maintainable.
- iv. The impugned findings of the Executing Court which go to the legality of the withdrawal of the CoA and the attendant coercive directions cannot be sustained.

33. These conclusions are recorded without prejudice to:

- i. the rights of the DHs to pursue such reliefs as may be permissible within the confines of law and subject to the statutory and appellate architecture; and
- ii. the rights of the statutory authorities (UGC, NMC and other competent bodies) to enforce compliance with statutory norms and to take such steps as they are empowered to take under law.



## **OPERATIVE ORDER**

34. In view of the foregoing analysis, and having regard to Sections 17(2) and 36 of the AC Act, the provisions of Order XXI of the CPC and the clarificatory order dated 16.09.2025, this Court holds that the Executing Court travelled beyond its jurisdiction in examining and determining the legality of the Appellant's withdrawal of the Consent of Affiliation and in entertaining coercive relief under Order XXI Rule 32 of the CPC.

35. Accordingly, the Impugned Order dated 08.12.2025 is set aside in full, insofar as it records findings on the legality of the withdrawal of the CoA and issues directions compelling the Appellant to issue CoA or extends relief by way of coercive processes under Order XXI Rule 32 of the CPC.

35.1 EX.APPL.(OS) 1509/2025 filed under Order XXI Rule 32 of the CPC in the execution proceedings is dismissed.

35.2 The Appellant's obligation, if any, to extend support to HIMS R shall remain strictly subject to and governed by the requirement that such support be "within the confines of law", as recorded in paragraph 13 of the order dated 16.09.2025 in Arb. A. No.3/2025; nothing in this order shall be construed as compelling the Appellant to act contrary to any statutory provision, regulation, or binding direction issued by the University Grants Commission, the National Medical Commission or any other competent statutory authority.

35.3 All questions arising under the UGC Act, the UGC (Institutions



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Deemed to be Universities) Regulations, 2023, the NMC framework or other statutory schemes shall be pursued and decided by the competent statutory fora in accordance with law; this Court makes no pronouncement on the merits of those regulatory questions.

35.4 The rights and contentions of all parties in the pending proceedings arising out of the orders dated 20.09.2022 and 12.08.2025 (including applications for modification, arbitration appeals and statutory appeals) are left open and shall be adjudicated on their own merits.

36. In consequence, the Appeal is allowed in its entirety on the grounds stated above. All the pending applications also stand closed.

**ANIL KSHETARPAL, J.**

**HARISH VAIDYANATHAN SHANKAR, J.**

**DECEMBER 17, 2025**

*jai/pal*