

IN THE HIGH COURT OF HIMACHAL PRADESH, SHIMLA

CARBC No.135 of 2025

Date of Decision: 31.12.2025

Andritz Hydro Private Limited		Petitioner
	Versus	
Himachal Pradesh Power Corporation Limited		Respondent

*Coram:****Hon'ble Mr. Justice Sandeep Sharma, Judge.****Whether approved for reporting?*¹

For the Petitioner:	Mr. Sunil Mohan Goel, Sr. Advocate, with Mr. Surya Chauhan and Mr. Abhinav Mohan Goel, Advocates.
For the Respondent:	Mr. Vinay Kuthiala, Sr. Advocate, with Mr. Yashveer Singh Rathore, Advocates.

Sandeep Sharma, Judge (*oral*):

By way of instant petition filed under Section 9 of the Arbitration and Conciliation Act, 1996, petitioner has prayed for the following directions:

- "1) Grant an ex-parte ad-interim temporary prohibitory injunction restraining the Respondent from invoking or levying any liquidated damages and/or from deducting, withholding, or appropriating any sums from the invoices or amounts contractually due and payable to the Petitioner during the pendency of the arbitration proceedings and/or proceedings before the Dispute Board;
- 2) Grant a prohibitory interim injunction restraining the Respondent from invoking or levying any liquidated damages and/or from deducting, withholding, or appropriating any amounts from the invoices raised by the Petitioner during the pendency of the Dispute Board proceedings initiated by the Petitioner and/or during the pendency of the arbitral proceedings;

¹Whether the reporters of the local papers may be allowed to see the judgment?

- 3) Pass an interim order directing the Respondent to maintain status quo in respect of the contractual rights and obligations of the parties and restraining the Respondent from taking any coercive or adverse steps against the Petitioner, including but not limited to termination of the contract, suspension of works, blacklisting, or initiation of any administrative action prejudicial to the Petitioner;
- 4) Restrain the Respondent from invoking or encashing any Bank Guarantees, including but not limited to the Performance Bank Guarantee(s), Advance Payment Guarantee(s), or any other security furnished by the Petitioner, pending adjudication of the disputes between the parties;
- 5) With respect to the disputed amount(s) pertaining to the Generator Transformer procurement or otherwise, direct the Respondent to deposit such amount in a court-monitored interest-bearing escrow account, and permit the Petitioner to utilise such amount against submission of an equivalent unconditional bank guarantee to the satisfaction of this Hon'ble Court, pending final adjudication by the Arbitral Tribunal;
- 6) Appoint a Technical Expert under Section 9(1)(ii)(c) of the Arbitration and Conciliation Act, 1996, to inspect, record, and preserve relevant technical evidence concerning the Generator Transformers, including but not limited to the aspects covered under Para. 19 of the present Petition such as:
 - (i) Market capacity and lead times for manufacture post-2022;
 - (ii) Comparative analysis of functional equivalence of alternate vendors;
 - (iii) Impact of deferment (2018-2022) on vendor availability and procurement timelines;
 - (iv) Market pricing volatility and change in baseline costs for Generator Transformers;
- 7) Direct the Respondent to cooperate in the constitution of the Dispute Board and/or appointment of the Arbitral Tribunal expeditiously and in a time-bound manner, and to take all steps necessary for initiation and conduct of the arbitral process within a time-bound schedule as may be prescribed by this Hon'ble Court;"

2. Pursuant to notices issued in the instant proceedings, respondent-Corporation has filed reply, perusal whereof reveals that at present, there is no dispute between the parties with regard to imposition of liquidated damages, encashment of bank guarantees or termination of contract, rather both the parties are obligated to act in accordance with the contract, which lays down specific procedures and conditions for such matters. Reply filed by respondent further reveals that in terms of agreement arrived *inter se* parties, Dispute Resolution Board stands constituted for amicable settlement, if any, *inter se* parties. Further, as per Clause 45.3 of General Conditions of Contract, the Dispute Resolution Board is to pronounce its decision within 84 days, whereafter aggrieved party can approach the Arbitral Tribunal in terms of provisions contained in the Act.

3. After having carefully perused the reply filed by respondent-Corporation, Mr. Sunil Mohan Goel, learned Senior Counsel representing the petitioner, fairly states that nothing much remains to be adjudicated in the instant petition and accordingly the same may be disposed of with the direction to Dispute Resolution Board to pronounce its decision within stipulated time, but in the meantime, respondent-Corporation may be directed not to take any coercive steps against the petitioner-Company.

4. Mr. Vinay Kuthiala, learned Senior Counsel representing the respondent-Corporation, while referring to the reply filed by

respondent-Corporation, states that there is no occasion, if any, to take any coercive action, when the matter is already pending before the Dispute Resolution Board. He further states that till date, no show-cause notice has been issued to the petitioner and present petition, being premature, otherwise deserves dismissal.

5. Having taken note of the reply filed by respondent-Corporation, coupled with the submissions made by learned Senior Counsel representing the parties, this Court finds that nothing remains to be adjudicated in the instant petition and accordingly the same is disposed of, with the direction to Dispute Resolution Board to pronounce its decision within stipulated time. Needless to say, till the time final decision is taken by Dispute Resolution Board, no coercive action shall be taken against the petitioner-company by the respondent-Corporation without the leave of this Court.

Pending application(s), if any, also stands disposed of.

**(Sandeep Sharma),
Judge**

December 31, 2025
(Rajeev Raturi)