



Serial No. 09
Regular List

HIGH COURT OF MEGHALAYA
AT SHILLONG

MC[Cont.(C)] No. 8 of 2026 in
Cont.Cas(C) No. 10 of 2026

Date of Decision: 30.06.2026

M/s Varindera Constructions Limited,
Through its Chairman-cum-Whole Time Director,
Registered Office at 613, 6th Floor, Plot No. 4,
Vishwadeep Tower, District Centre,
Janakpuri, New Delhi-110058

... Petitioner(s)/Applicant(s)

Versus

Shri Anil Kumar Vij, IDSE,
Chief Engineer (AF), Shillong Zone,
Elephant Falls Camp,
P.O. Nonglyer, Shillong-793009

... Respondent(s)

Coram:

Hon'ble Mr. Justice H. S. Thangkhiew, Judge

Appearance:

For the Petitioner(s)/Applicant(s): Ms. R. Mittal, Adv. with
Mr. D.S. Pajat, Adv.

For the Respondent(s) : Dr. N. Mozika, DSGI with
Ms. M. Myrchiang, Adv.



i)	Whether approved for reporting in Law journals etc:	Yes/No
ii)	Whether approved for publication in press:	Yes/No

JUDGMENT AND ORDER (ORAL)

1. This an application under Section 151 of the CPC under Section 27(5) of the Arbitration and Conciliation Act, 1996 read with Section 12 of the Contempt of Courts Act, 1971, seeking urgent interim orders to restraint the respondents from invoking or encashing the subject Bank Guarantees, during pendency of the present Contempt application.

2. Ms. R. Mittal, learned counsel for the petitioner/applicant has submitted that the learned Sole Arbitrator by an order dated 19.06.2025, was pleased to hold that the respondents were not entitled to continue to retain the subject Bank Guarantees, and had directed for immediate release thereof. However, she submits that in spite of the categorical order passed by the Sole Arbitrator, the respondents have till date not released the Performance Bank Guarantees, which are 3(three) in number. Being aggrieved thereby and on receipt of the order of the Sole Arbitrator, the connected Contempt application has been filed. Further, she submits that due to the urgency of the matter, the present Misc. application has been



preferred, inasmuch as, letters have been received by the petitioner/applicant for immediate steps to be taken to extend the validity of the Performance Bank Guarantees, for a period of 12(twelve) months. It is further submitted that pursuant thereto, the 3(three) Bank Guarantees have been extended; 2(two) have been extended till 21.07.2026 and 1(one) till 27.07.2026. She therefore, submits that unless some interim protection to prevent the encashment of the Bank Guarantees is allowed, grave injustice would be caused to the petitioner/applicant.

3. Dr. N. Mozika, learned DSGI assisted by Ms. M. Myrchiang, learned counsel for the respondents has drawn the attention of this Court to the affidavit-in-opposition filed, more particularly to Para-5 thereof, and submits that as per the calculation by the ordered authorities, wherein the amounts due from the contractor/petitioner is factored in, and there is no further requirement of holding the Performance Bank Guarantee No. 1872IGPER003819 issued by Bank of Baroda, Jodhpur dated 28.03.2019 to the tune of Rs. 2,01,62,390/-. However, he submits that the retention money of Bank Guarantee No. 2760IGP000601221 issued by Bank of Baroda dated 24.02.2021 to the tune of Rs. 1,02,50,000/- and Bank Guarantee No. 2760IGP000601721 issued by Bank of Baroda dated 24.02.2021 to the tune of Rs. 1,35,00,000/- are required to be retained for



protecting the interest of the Department and for recovering the Minus Final Bill of Rs. (-) 1,50,08,965/-.

4. It is further submitted by the learned DSGI that against the interim order passed by the learned Sole Arbitrator with regard to the release of the Bank Guarantees, an Appeal that has been filed before the Commercial Court, which was however rejected and the same is pending in a Civil Revision application before a Coordinate Bench. He therefore, prays that as the issue of Bank Guarantees being seized by the Court, apart from the 1(one) Bank Guarantee, to which the respondents undertake to release immediately, the other matters be left for further consideration.

5. On hearing the learned counsel for the parties, firstly it is observed that in a contempt application the jurisdiction of Court to pass any interim orders is severely limited, inasmuch as, it is only to see whether there has been any willful violation of orders of Courts or Tribunal. In the instant case, it is noted that the application has been preferred under Section 27(5) for violation of the order dated 19.06.2025. It is also not disputed by the learned counsel for the petitioner/applicant that the connected matter is pending consideration before this Court with regard to the issue of Bank Guarantees.

6. Without further discussion or observation, as the learned DSGI for the respondents has undertaken to release the Performance Bank



Guarantee No. 1872IGPER003819 issued by Bank of Baroda, Jodhpur dated 28.03.2019 of Rs. 2,01,62,390/-, no further orders are necessary from this Court. However, it is expected that the Performance Bank Guarantee No. 1872IGPER003819 issued by Bank of Baroda, Jodhpur dated 28.03.2019 to the tune of Rs. 2,01,62,390/-, be released to the petitioner/applicant immediately.

7. With regard to the alleged violation, and maintainability of the Contempt application, the same be listed for further hearing after 1(one) week.

8. Misc. Case stands disposed of.

JUDGE

Meghalaya
30.06.2026
"V. Lyndem-AR-PS"