

HIGH COURT OF CHHATTISGARH, BILASPUR

WPC No.586 of 2016

Dutta Engineering Works 19- K, Heavy Industrial Area, Hothkoj, Bhilai, Distt. Durg, (Chhattisgarh) Pin 490024. Through Its Partner Shri B.K. Dutta, Aged About 59 Years, S/o Late G.R. Dutta.

---- Petitioner

Versus

1. State Bank Of India Constituted Under The State Bank Of India Act 1955 Having The Central Office At Nariman Point Mumbai. (Maharashtra) Through: Branch Manager/ Chief Manager, State Bank Of India, Industrial Estate Bhilai, Distt. Durg, (Chhattisgarh) Pin Code 490026
2. Engineering Projects (India) Ltd. (A Govt. Of India Enterprise), Through: The Chairman & Managing Director, Core- 3, Scope Complex, 7 Institutional Area Lodhi Road, New Delhi 110003
3. General Manager, Engineering Projects (India) Ltd., B- 252, Smriti Nagar, Bhilai, Distt. Durg, (Chhattisgarh) 490020
4. Additional General Manager, Engineering Projects (India) Ltd. B 252, Smriti Nagar, Bhilai, Distt. Durg (Chhattisgarh) 490020
5. The General Manager (Project), Pkg. 064, Steel Authority Of India Ltd., Bhilai Steel Plant, Bhilai, Distt. Durg (Chhattisgarh) 490001

---- Respondent

For Petitioner	:	Shri Shrawan Agrawal, Advocate
For Respondent No.1	:	Shri P. R. Patankar, Advocate
For Respondent No.2 to 4	:	Shri A. C. Sahu, Advocate
For Respondent No.5	:	Dr. S. K. Pandey, Advocate

Hon'ble Shri Justice Manindra Mohan Shrivastava

Order On Board

06/04/2016

Heard.

2. Preliminary objection has been raised by the respondents with regard to maintainability of the petition on the statement that as per clause 76.3 of the agreement, both the parties have agreed that the Court at Delhi alone shall have jurisdiction over any matter arising out of this agreement. Learned counsel for respondents submits that the matter relates to invocation of bank guarantee arising out of the dispute between the parties, therefore, this petition is not maintainable in view of

order dated 01-10-2015 passed by the Division Bench of this Court in W.P.(C)No.1722 of 2015.

3. Learned counsel for petitioner submits that the present is a case of invocation of bank guarantee, which is separate and independent contract as between the petitioner and the bank. He submits that this is not a dispute arising out of the contract between the petitioner and the respondents No.2 to 4.

4. In the present case, the bank guarantee has been invoked at the instance of one of the parties to the contract by the bank. Therefore, it cannot be said that invocation of bank guarantee is not something, which is unrelated to the dispute between the petitioner and the respondents No.2 to 4.

5. If that is so, the petition has to be held as not maintainable in view of order dated 01-10-2015 passed by the Division Bench of this Court in W.P.(C)No.1722 of 2015.

6. In the result, this petition is dismissed with liberty to the petitioner to take recourse to appropriate remedy before the jurisdictional Court.

SD/-
Manindra Mohan Shrivastava
Judge