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

+ **FAO 264/2016 and C.M. Nos.21668/2016 (stay) & 26602/2016 (for additional documents)**

M/S HINSUI ENGINEERING PVT LTD

..... Appellant

Through: **Ms. Charu Sangwan, Advocate with
Mr. Anmol Jain, Advocate.**

versus

ORIENTAL BANK OF COMMERCE & ANR

..... Respondents

Through: **Mr. Rajesh Ranjan, Advocate with
Mr. Shivkant Arora, Advocate for
respondent No.2.**

CORAM:

HON'BLE MR. JUSTICE VALMIKI J. MEHTA

ORDER

% 12.10.2017

1. The arguments in this case were heard yesterday when the matter was to be listed today for passing of appropriate orders and the counsels for the parties seeking instructions from their respective clients.

2. Counsels for the parties have sought instructions from their clients and accordingly this appeal is disposed of with the consent order that the respondent no.2 herein i.e M/s Punj Lloyd Limited will be entitled to encash the subject bank guarantee only for a sum of Rs.20 lacs and not for a sum of Rs.40 lacs for which the bank guarantee is given. For the balance

amount of Rs.20 lacs the bank guarantee will no longer remain operative and will stand discharged on payment of Rs.20 lacs being received by the respondent no.2.

3. It is also agreed that this Court has made no expression on merits of the cases of the respective parties and the merits of the cases of the respective parties with respect to claims of the parties against each other will finally be decided in the arbitration proceedings which are pending between the parties and the issues of amounts received under the bank guarantee or not paid under the bank guarantee will be subject to ultimate decision on the respective claims in the arbitration proceedings.

4. Appeal is accordingly disposed of in terms of aforesaid consent order. Copy of this order be given dasti to the counsels for the parties. Respondent no.1-Bank will comply with the present order.

VALMIKI J. MEHTA, J

OCTOBER 12, 2017

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