

NAFR

HIGH COURT OF CHHATTISGARH, BILASPUR**WPC No. 1015 of 2018**

- M/s Sandeep Shahi, through Proprietor Sandeep Kumar Shahi S/o Ram Kishun Shahi Aged About 43 Years Registered Office At Shri Ram Colony, Beladula, Raigarh, Police Station Chakradhar Nagar, District Raigarh Chhattisgarh.

---- Petitioner**Versus**

1. Chhattisgarh State Power Transmission Company Ltd, Through Its Managing Director, Near C S P H C L Dispensary, Danganiya, Raipur, District Raipur Chhattisgarh.
2. Chief Engineer (C& LM) Chhattisgarh State Power Transmission Company Ltd. Near C S P H C L Dispensary, Danganiya, Raipur District Raipur Chhattisgarh.
3. Executive Engineer (EHT, Maintenance) Chhattisgarh State Power Transmission Company Ltd., Block 3, C S E B Parisar, Danganiya, Raipur, District Raipur Chhattisgarh.
4. Punjab National Bank Through The Branch Manager Raigarh Branch Near Kevdabadi, Raigarh, District Raigarh Chhattisgarh.

---- Respondents

For Petitioner	Shri Mateen Siddiqui, Advocate.
For Respondent Nos.1 to3	Ms S. Harshita, Advocate on behalf of Shri Abhishek Sinha, Advocate.
For Respondent No.4	Shri Harshwardhan, Advocate.

Hon'ble Shri Justice Prashant Kumar Mishra
Hon'ble Shri Justice Ram Prasanna Sharma

Order On Board By**Prashant Kumar Mishra J.****20/04/2018**

1. Petitioner has prayed for a direction to the respondents to extend the period for execution of the contract for construction of approx. 17 KM Line in Line-Out (LILO) from LOC No.502 of 132 KV Simga-Bhilai line to propose 220/132 KV S/s Dharsiwa (Kuthrel) on labour contract basis.

2. Learned counsel for the respondents would submit, on instructions, that the respondents would extend the period for completion of the contract provided the petitioner furnishes additional bank guarantee of the same amount of which the petitioner has submitted a bank guarantee at the time of execution of contract. She would also submit that petitioner shall also be required to pay the liquidated damages for causing delay in execution of the contract.
3. Shri Mateen Siddiqui, learned counsel for the petitioner would submit that insofar as the first condition is concerned, the petitioner is ready to furnish additional bank guarantee of the same amount. However, for liquidated damages, he would submit that under the terms of the contract, the same can be adjudicated only by way of arbitration.
4. In view of what has been submitted by learned counsel for the parties, as above, the petition is disposed of with a direction that on petitioner's furnishing additional bank guarantee of the same amount within a period of 15 days from today, the respondents shall extend the contract for a further period of three months. The issue of liquidated damages shall be settled between the parties in terms of the agreement.

Sd/-

Judge
Prashant Kumar Mishra

Sd/-

Judge
Ram Prasanna Sharma

Akhilesh