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

+ **FAO(OS) (COMM) 1/2018**

**M/S IL&FS ENGINEERING &
CONSTRUCTION COMPANY LTD** Appellant

Through: Mr. Abhishek Singh, Mr. Pradeep
Ratnam, Ms. Priyadarshinee Singh, Advs.

versus

**PASCHIMANCHAL VIDYUT VITARAN
NIGAM LTD.** Respondent

Through: Mr. Vivek Narayan Sharma,
Mr. Siddharth Mahajan, Advocates

CORAM:

HON'BLE MR. JUSTICE SANJIV KHANNA

HON'BLE MR. JUSTICE CHANDER SHEKHAR

ORDER

23.02.2018

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Learned counsel for the appellant states that they have already invoked the arbitration clause challenging termination of the contract and have also raised a claim for damages. It is also stated that the bank guarantees have been encashed and the encashment of bank guarantees has been made subject matter of arbitration.

Counsel for the appellant submits that as per the impugned order dated 8th January, 2018, direction was given to the respondent to give an oral hearing on blacklisting and thereafter pass a speaking order. It is stated that the respondent has granted oral hearing to the appellant but no order has been passed or communicated.

Counsel for the respondent states that a speaking order would be passed within a period of four weeks from today and would be

communicated to the appellant by speed post.

Counsel for the appellant states that after the order is received and, if required and necessary, they would take steps to challenge the order in accordance with law.

Counsel for the parties state that the appeal may be disposed of in terms of the above statement. We take the statement on record and dispose of the appeal clarifying that we have not commented and expressed any opinion on merits. We also clarify that the opinion expressed by the single Judge in the impugned order will be treated as *prima facie* opinion and not an opinion which would be binding and final before the Arbitrator.

No costs.

SANJIV KHANNA, J.

CHANDER SHEKHAR, J.

FEBRUARY 23, 2018
MR/pk