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

\+ O.M.P.(I) (COMM.) 81/2018 & I.A. No.5696/2018

ANS CONSTRUCTIONS PVT. LTD. ..... Petitioner

Through: Mr. Sandeep Aggarwal, Sr. Adv. with Mr. Sushil Aggarwal and Mr. Kapil Khera, Advs.

versus

UNION OF INDIA & ANR. ..... Respondent

Through: Mr. Ripu Daman Bhardwaj with Mr. T.P. Singh, Advs. for R-1/UOI.
Mr. Karan Khann, Adv. for R-2.

CORAM:
HON'BLE MR. JUSTICE RAJIV SHAKDHER

ORDER

% 04.09.2018

1. Learned counsel for the parties agree that the captioned matter can be disposed of with the following directions, which, *inter alia*, include appointment of an arbitrator by this Court and continuation of the interim order dated 6.4.2018:

(i) Ms. Justice Pratibha Rani, former Judge of this Court (Mob. 9910384626) is appointed as an arbitrator in the matter.

(ii) Interim order dated 6.4.2018, passed in the captioned petition, shall continue to operate only in respect of the following bank guarantees:

(a) BG No.26/2012 dated 21-07-2012– Rs.57,91,117/-

(b) BG No. 26/2013 dated 25-07-2013– Rs.1,16,994/-

(c) BG No. 31/2010 dated 01-07-2010– Rs.9,50,487/-

(iii) The learned Arbitrator will adjudicate upon the additional six claims referred to in letter dated 16.2.2017 appended at Pg.116 of the paper book.

(iv) The interim order dated 6.4.2018, as modified today, shall continue to operate till such time the learned Arbitrator, after hearing the parties, issues appropriate directions.

(v) The learned Arbitrator will have liberty to vacate or confirm or even modify the order dated 6.4.2018.

(vi) Till such time the learned Arbitrator makes an order, the petitioner will keep the three bank guarantees, referred to above, alive with liberty to make a claim for interest and charges, if any, paid qua the same to the concerned bank. Proof with regard to the same will be placed before the Arbitrator.

(vii) Learned Arbitrator, apart from the claims referred to in letter dated 16.2.2017, will also adjudicate upon a claim, if any, filed by the petitioner for repayment of interest and/or charges paid to keep the aforementioned bank guarantees alive.

6. The petition is, accordingly, disposed of.

7. Consequently, pending application shall stand closed.

RAJIV SHAKDHER, J

SEPTEMBER 04, 2018/pmc