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

+ **O.M.P.(I) (COMM.) 77/2018 & IA 2262/2018**

UNITED CONSTRUCTION

..... Petitioner

Through: Mr.Rakesh Munjal, Sr. Adv. with
Mr.Vatsal Kumar, Mr.Amit Chaudhary, Mr.Chirag
Sharma, Advs.

versus

UNION OF INDIA THROUGH: DIRECTOR GENERAL (MAP)

..... Respondent

Through: Mr.Kirtiman Singh, Adv. for UOI
Mr.Brajesh Kumar, GP

CORAM:

HON'BLE MR. JUSTICE NAVIN CHAWLA

ORDER

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16.02.2018

IA 2262/2018

Exemption allowed subject to all just exceptions.

O.M.P.(I) (COMM.) 77/2018

Learned senior counsel for the petitioner submits that in spite of entering into an agreement dated 15th November, 2017 whereunder the petitioner was to deposit a sum of Rs.40 lacs in a joint account to be opened by the petitioner and respondent jointly and the respondent was to deposit a sum of Rs.80 lacs in the same, the respondent has not deposited the said amount and on the other hand, the petitioner apprehends that the respondent may proceed to terminate the agreement of the petitioner. He further submits that the petitioner, in accordance with the understanding reached with the respondent, has deposited a sum of Rs.30 lacs into the said joint bank account.

He, however, fairly submits that as on today, there is no correspondence from the respondent which would show that the respondent is not intending to honour the agreement entered into with the petitioner and in view of the same, the petitioner would first like to approach the respondent with its grievance before proceeding further with the petition.

In view of the above, the present petition is dismissed with liberty to file afresh in case need so arise at a future date.

NAVIN CHAWLA, J

FEBRUARY 16, 2018
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