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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **W.P.(C) 8570/2018 & CM Nos.32922-23/2018**
M/S TEAM UNIVERSAL INFRATECH PVT. LTD. AND ORS.

..... Petitioners

Through: Ms. Meenakshi Arora, Senior
Advocate with Ms. Monisha Handa &
Mr. Mohit D. Ram, Advocates

versus

NATIONAL HIGHWAYS AUTHORITY OF INDIA AND ORS.

..... Respondents

Through: Mr. Ankur Mittal & Mr. Abhay
Gupta, Advocates for respondent
No.1
Mr. Ashok Jain & Mr. Amit Kasera,
Advocates for respondent No.2

CORAM:

HON'BLE MR. JUSTICE SANJIV KHANNA

HON'BLE MR. JUSTICE CHANDER SHEKHAR

ORDER

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17.08.2018

We are not inclined to entertain the present writ petition pertaining to disputes arising from letter of Award dated 28.12.2017, pursuant to the tender submitted by the petitioner with the National Highways Authority of India ('NHAI') for construction of NH-24 4-lane bypass starting from km 479.500 and km 17.600 of MDR-77C (bypass chainage from km 64.900/64.380 to km 79.516/79.000 total length 14.618 km) in the State of Uttar Pradesh under NHDP Phase-VII on EPC Mode, Lucknow Ring Road/Package-6/EPC/UP (Tech-Div)/2016/116572.

Writ petition is an extraordinary remedy, which normally should not be invoked and pressed in commercial contractual disputes [See *Joshi Technologies International Inc. v. Union of India & Ors.*, (2015) 7 SCC 728].

Moreover, we find that there are several disputed questions of fact, as is apparent from the list of dates and events/synopsis filed by the present writ petitioner on the question of letters/e-mails written by one of the officers of Allahabad Bank, Kolkata Branch.

Lastly, there is an arbitration clause between the petitioner and the NHAI.

The terms of the contract and whether or not there was violation of the contract agreement signed on 12.1.2018, as per which the petitioner was to submit the unconditional performance guarantee of Rs.15,27,00,000/-, can be best adjudicated and determined in the said arbitration proceedings.

At this stage, learned Senior Counsel for the petitioner submits that they have claim against the Allahabad Bank, who is not a party to the arbitration agreement. If that be so, it is open to the petitioner to initiate appropriate civil proceedings. It is stated by learned counsel for the petitioner that they have filed criminal proceedings against the said Bank. We do not make any comments in that regard.

It is also submitted by learned Senior Counsel for the petitioner that the NHAI has also issued show cause notice for blacklisting. The said proceedings are still pending and no final order has been passed. We need not make any comments in that regard.

Recording the aforesaid, we are not inclined to entertain the present writ petition, leaving it open to the petitioner to take recourse to appropriate civil remedy, as per law. We clarify that we have not commented on merits. The writ petition is disposed of as not entertained. All the pending applications are also disposed of.

SANJIV KHANNA, J

CHANDER SHEKHAR, J

AUGUST 17, 2018
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