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

+ O.M.P.(I) (COMM.) 352/2018

BHARAT HEAVY ELECTRICALS LIMITED Petitioner

Through: Mr. Rajiv Nayar, Senior Advocate
with Mr. Kartik Nayar and Mr.
Rishab Kumar, Advs with Mr. Chetan
Singh Parihar, Deputy Manager,
BHEL

versus

**UTTAR PRADESH RAJYA VIDYUT UTPADAN NIGAM
LIMITED & ANR.** Respondents

Through: Mr. Divyakant Lahoti with Ms.
Amrita Grover and Mr. Parikshit
Ahuja, Advs for Canara
Bank/respondent no. 2

+ O.M.P.(I) (COMM.) 353/2018

BHARAT HEAVY ELECTRICALS LIMITED Petitioner

Through: Mr. Rajiv Nayar, Senior Advocate
with Mr. Kartik Nayar and Mr.
Rishab Kumar, Advs with Mr. Chetan
Singh Parihar, Deputy Manager,
BHEL

versus

**UTTAR PRADESH RAJYA VIDYUT UTPADAN NIGAM
LIMITED & ANR.** Respondents

Through: Mr. Sharminster Kumar, Adv for
respondent no. 2.

O.M.P.(I) (COMM.) 352/2018

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+ O.M.P.(I) (COMM.) 354/2018

BHARAT HEAVY ELECTRICALS LIMITED Petitioner

Through: Mr. Rajiv Nayar, Senior Advocate
with Mr. Kartik Nayar and Mr.
Rishab Kumar, Advs with Mr. Chetan
Singh Parihar, Deputy Manager,
BHEL

versus

UTTAR PRADESH RAJYA VIDYUT UTPADAN NIGAM
LIMITED & ANR. Respondents

Through: Mr. Sharminster Kumar, Adv for
respondent no. 2.

CORAM:

HON'BLE MR. JUSTICE RAJIV SHAKDHER

ORDER

% 27.11.2018

1. Despite respondent no. 1 having been served, no one has entered appearance on behalf of the said respondent.
2. To be noted, respondent no. 1 is the contesting party while respondent no. 2 in each of these matters is the concerned bank.
3. This aspect of the matter was, in fact, recorded by me on the previous date as well i.e. 4.10.2018. However, after doing so, one last opportunity was given to respondent no.1. Adverse orders were deferred and the matter was listed for hearing today.
4. As noted above, there has been no representation on behalf of the respondent no. 1.

5. Accordingly, interim order dated 06.09.2018 is made absolute with the following caveats:-

5.1 The petitioner will trigger the arbitration agreement on or before 05.12.2018. In case the needful is not done, the interim order dated 06.09.2018 will dissolve automatically.

5.2 The petitioner will keep the bank guarantee alive beyond 31.03.2019, in case it is so directed by the arbitrator so appointed qua the *inter se* disputes obtaining between the parties or as per the directions of a Competent Court.

6. The fact that the subject bank guarantee is alive till 31.03.2019 is an aspect which was placed on record based on the statement made by Mr. Rajiv Nayar on the instructions of Mr. Chetan Singh Parihar, Deputy Manager.

RAJIV SHAKDHER, J

NOVEMBER 27, 2018

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