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

\+ O.M.P. (I) (COMM) 377/2018

SAVAN GODIAWALA ..... Petitioner

Through Mr.Sandeep Sethi, Sr. Adv. with Mr.Vaijayant Poliwal, Adv.

versus

STEEL AUTHORITYOF INDIA & ANR. ..... Respondents

Through Mr.Parag P. Tripathi, Sr. Adv. with Mr.Mandeep Singh Vinaik, Ms.Anjali Sharma and Mr.Deepak Bashta, Advs.

CORAM:
HON'BLE MR. JUSTICE NAVIN CHAWLA

O R D E R

% 27.09.2018

I.A. No.13295/2018 (Exemption)

Allowed, subject to all just exceptions.

O.M.P. (I) (COMM) 377/2018

Learned senior counsel for the petitioner drawing reference to Clauses 25.5,25.6 and 26.1.1 of the Coal Mining Services Agreement dated 23.09.2013 executed between the respondent and Lanco Infratech Limited, who is in liquidation and of whom the petitioner had been appointed as a Liquidator, submits that even where the company has gone into the liquidation, the respondent cannot invoke the Bank Guarantee and/or terminate the Agreement without giving a prior 30 days notice to the petitioner. He further submits that the notice of termination dated 24.09.2018 is therefore, not in terms of the above clauses of the Agreement between the parties.

In view of the submissions made by the learned senior counsel for the petitioner, learned senior counsel for the respondent, without prejudice to the rights and contentions of the respondent, submits that the termination notice dated 24.09.2018 be treated as a notice under Clauses 25.6 and 26.1.1 of the Agreement. He further submits that during this notice period of 30 days the respondent will not insist for the encashment of the Bank Guarantee and will accordingly inform the bank. This order, however, will not prejudice the case of the respondent to proceed with the invocation/encashment of the Bank Guarantee and/or termination of the contract in accordance with the terms of the contract.

The petition is disposed of recording the above submissions, with no order as to cost.

Dasti.

NAVIN CHAWLA, J

SEPTEMBER 27, 2018/Arya