

HIGH COURT OF CHHATTISGARH, BILASPUR

Order Sheet

WPC No. 1702 of 2019

M/s Agrawal Structures Mills P Ltd., through its Director Mr. Anil Agrawal Corporate Office Near Krishna Talkies, Samta Colony Raipur Chhattisgarh , And Factory Office 193/194, Urla Industrial Area, Post Birgaon Raipur District : Raipur, Chhattisgarh

--- Petitioner

Versus

1. Punjab National Bank, Main Branch, Moti Bagh Chowk, Raipur Chhattisgarh., District : Raipur, Chhattisgarh
2. State Bank of India, Corporate Account Group, 58 Shrimali Society, Navarangpura, Ahmedabad (Guj.), District : Amreli, Gujarat
3. M/s Adani Enterprises Limited, Adani House, Nr. Mithakhali Circle, Navarangpura Ahmedabad (Guj.), District : Ahmadabad, Gujarat

--- Respondents

09.05.2019	Dr. Shiv Kumar, counsel for the petitioner. Heard. The relief sought in this writ petition is to to restrain the Bank Guarantee which is invoked by the beneficiary respondent No.3 Adani Enterprises wherein the Punjab National Bank/respondent no.1 has issued the Letter of Credit on behalf of petitioner which was to be negotiated through respondent No.2/State Bank of India. Learned counsel for the petitioner would submit that the condition of the Letter of Credit as per Clause 72 reads that acceptance of Bill of Exchange must be within 5 working days of the receipt of such documents along-with other conditions or Invoice Value plus or minus debit note or credit note if any and further the Bill of Exchange for Usance Interest as also the Debit Note for usance interest and Tax Invoice etc. it is stated that respondent No.3 negotiated the Bill of Exchange through State Bank of India and sent intimation on 19.01.2019. It is stated that thereafter when the petitioner received the information about negotiation of the Bill of Exchange and the money to be paid, it was objected as it was within their right to accept or not the Bill	

of Exchange within 5 working days and only after acceptance of Bill of Exchange, the payment could have been made. Therefore, it is further submitted that the article for which the Letter of Credit was sought has not been delivered to the petitioner. Consequently the acceptance of Bill of Exchange was not made.

A perusal of the document along-with the petition shows that it is an out-and-out *inter-se* contract between the parties. It is the matter of evidence that whether the petitioner has valid reason to accept or deny the Bill of Exchange or not and whether the ground exists. The Letter of Credit having been issued by the PNB in favour of Respondent No.3 for the ensuing goods to be supplied to the petitioner, this Court in exercise of writ jurisdiction cannot restrain the same as it is purely a contractual obligation *inter-se* between the parties. The roving enquiry by the Court for breach of terms of agreement cannot be gone into. The petitioner, if so advised, may take recourse to the remedy as available to him by filing a civil suit.

The petition has no merit and is dismissed.

Sd/-

GOUTAM BHADURI
JUDGE