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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ O.M.P.(I) (COMM.) 24/2019 & IAs 2225/2019, 2475/2019
SOMA ENTERPRISE LIMITED Petitioner
Through: Mr.Rajiv Nayyar, Sr. Adv. with
Mr.Sushant Kumar, Adv.

versus

DEDICATED FRIGHT CORRIDOR CORPORATION OF INDIA
LIMITED Respondent
Through: Ms.Sandhya, Adv.

CORAM:

HON'BLE MR. JUSTICE NAVIN CHAWLA

ORDER

% 25.02.2019

O.M.P.(I) (COMM.) 24/2019 & IA No. 2225/2019 & 2475/2019

The learned senior counsel for the petitioner submits that the Bank Guarantee has already been invoked and encashed by the respondent albeit not in terms of the Agreement between the parties and therefore, the petitioner shall be filing a claim for seeking refund of the said amount. He further submits that the Arbitration Agreement in terms of Clause 20.6 of the Agreement already stands invoked.

The counsel for the respondent submits that if this is the position, the respondent would certainly expedite the process of arbitration.

In view of the above nothing survives in the present petition and the same is dismissed as being infructuous leaving it open to either party to raise all its contentions before the Arbitral Tribunal so appointed or in any other appropriate proceeding.

Dasti.

NAVIN CHAWLA, J

FEBRUARY 25, 2019/rv