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

+ O.M.P.(I) (COMM.) 299/2019 & IA. 16759/2019

ABB INDIA LIMITED

..... Petitioner

Through: Mr.Dayan Krishnan, Sr. Adv. with
Mr.Ananya Kumar, Mr.Rajat Joneja,
Ms.Neeharika Aggarwal, Advs.

versus

POWER GRID CORPORATION OF INDIA LIMITED
& ANR.

..... Respondents

Through: Mr.Somesh Chandra Jha, Mr.Anand
Darshan, Mr.Shailesh Chandra Jha
and Mr.Rahul Narang, Advs. for D-1
Mr.Nilesh Bijlani, Adv. for R-2

+ O.M.P.(I) (COMM.) 300/2019 & IA. 16761/2019

ABB SWITZERLAND LIMITED

..... Petitioner

Through: Mr.Dayan Krishnan, Sr. Adv. with
Mr.Ananya Kumar, Mr.Rajat Joneja,
Ms.Neeharika Aggarwal, Advs.

versus

POWER GRID CORPORATION OF INDIA LIMITED
& ANR.

..... Respondents

Through: Mr.Somesh Chandra Jha, Mr.Anand
Darshan, Mr.Shailesh Chandra Jha
and Mr.Rahul Narang, Advs. for D-1
Mr.Chitranshul A. Sinha and
Mr.Anshuman Mohit Chaturvedi,
Advs. for R-2

+ O.M.P.(I) (COMM.) 301/2019 & IA. 16760/2019

ABB INDIA LIMITED

..... Petitioner

Through: Mr.Dayan Krishnan, Sr. Adv. with
Mr.Ananya Kumar, Mr.Rajat Joneja,
Ms.Neeharika Aggarwal, Advs.

versus

POWER GRID CORPORATION OF INDIA LIMITED
& ORS.

..... Respondents

Through: Mr.Somesh Chandra Jha, Mr.Anand
Darshan, Mr.Shailesh Chandra Jha
and Mr.Rahul Narang, Advs. for D-1

CORAM:
HON'BLE MR. JUSTICE V. KAMESWAR RAO

ORDER

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13.01.2020

1. On the last date of hearing the following order was passed:

“12963/2019 in O.M.P.(I) (COMM.) 299/2019
12964/2019 in O.M.P.(I) (COMM.) 300/2019
12965/2019 in O.M.P.(I) (COMM.) 301/2019

1. *Exemptions allowed, subject to all just exceptions.*
2. *The applications stand disposed of.*

IA Nos. 16759/2019 in O.M.P.(I) (COMM.) 299/2019, IA No.
16761/2019 in O.M.P.(I) (COMM.) 300/2019 and IA No.
16760/2019 in O.M.P.(I) (COMM.) 301/2019

3. *The present applications have been filed by the respondent/Power Grid Corporation of India Ltd. The said applications vide paras 3a to 3d read as under:*

“That thereafter the concerned officials of both the parties met on 25.09.2019 wherein following proposal was put forth by the Respondent No.1:

a) M/s POWERGRID shall file an application in CWP No. 254/2015 pending before the Hon'ble Himachal

Pradesh High Court at Shimla ("HP High Court"), seeking permission to deposit the principal amount of INR 1,61,02,076/- (demanded vide notice dated 20.05.10, issued by the Labour Officer) in the Hon'ble High Court of Himachal Pradesh/Labour Authority in order to cap the further accrual of interest and penalty. The aforesaid deposit will be made without prejudice to POWERGRID's contentions in the Writ Petition in respect of the correctness of the demand.

b) Subject to the permission from the Hon'ble High Court of Himachal Pradesh to deposit the amount, POWERGRID shall inform ABB and call upon ABB to make payment to POWERGRID of the amount of INR 1,61,02,076/- for POWERGRID to further deposit the same in terms of the order passed by the Hon'ble High Court of Himachal Pradesh. ABB, without prejudice to its rights and contentions under the Contracts or in law, shall make payment of INR 1,61,02,076/- to POWERGRID forthwith. In case, ABB fails to make payment of Rs. 1,61,02,076/- to POWERGRID within ten (10) working days of receipt of the demand, POWERGRID would be entitled to encash existing original BG's for depositing the amount with the Labour Authority/Hon'ble High Court of Himachal Pradesh.

c) Upon depositing the principal amount of INR 1,61,02,076/- in the Hon'ble High Court of Himachal Pradesh/Labour authority, POWERGRID shall inform the same to ABB and ABB shall furnish a fresh Bank guarantee to POWERGRID, on account of interest and penalty accrued till the date of deposit of the principal amount. The interest component will be calculated from 20.06.2010 to till the actual date of deposit of principal amount in the Hon'ble High Court of Himachal Pradesh/Labour Authority. Further ABB shall extend the existing BGs/keep them alive till the above said arrangement takes place. It is also agreed between the

parties that POWERGRID shall not invoke the existing Bank Guarantees till such arrangement between the parties takes place, save and except the ground mentioned in clause (2) hereinabove.

d) Upon receipt of the Fresh BG from ABB on account of interest and penalty accrued till the date of deposit of the principal amount and payment of Principal amount of Rs.1, 61, 02,076/- before the court/authority, POWERGRID shall immediately, but no later than seven (7) working days, return all the existing BGs to ABB, forming the subject matter of the pending petitions before the Hon'ble Delhi High Court”.

4. It is stated by Mr. Tripathi, that Power Grid Corporation shall file an appropriate application before the High Court of Himachal Pradesh for securing orders so that what has been agreed to between the parties and reflected in paras 3a to 3d are complied with as an interim arrangement.

5. If that be so, by taking on record the statement made by Mr.Krishnan, learned senior counsel for the petitioner that the validity of six Bank Guarantees which are the subject matter of these petitions shall be kept alive till 31st January, 2020, list the matters on 13th January, 2020.”

2. Thereafter, the Power Grid Corporation of India Limited had filed an application before the High Court of Himachal Pradesh with the prayer to deposit an amount of Rs.1,61,02,076/- before that Court. The said application has been allowed by the said High Court on December 28, 2019.

3. Learned counsel for the Power Grid Corporation of India Limited states for that amount shall be deposited on the receipt of the demand draft of the said amount from the petitioner herein.

4. Mr.Dayan Krishnan, learned Senior Counsel appearing for the

petitioner, has handed over a demand draft bearing no.543474, dated January 10, 2020, for an amount of Rs.1,61,02,076/- to the learned counsel appearing for the Power Grid Corporation of India Limited.

5. Mr. Krishnan also states that the subject to the Power Grid Corporation of India Limited informing, the amount for which the bank guarantee need to be furnished by the petitioner on account of interest and penalty accrued till the date of deposit, the same shall also be done by the petitioner. Mr. Krishnan further states that even the bank guarantee format has been shared with the Power Grid Corporation of India Limited.

6. Learned counsel for the Power Grid Corporation of India Limited states, on instructions, that the details of the amount for a bank guarantee on account of interest and penalty accrued till the date of deposit of the principal amount shall informed to the petitioner within ten days. If that be so, the petitioner shall furnish the bank guarantee for the said amount within one week thereafter.

7. I note that the validity of the bank guarantees furnished by the petitioner which are subject matter of these petitions shall be kept alive till January 31, 2020.

8. The aforesaid is without the prejudice to the rights and contentions of the parties.

9. The petitions along with the connected applications are disposed of.

V. KAMESWAR RAO, J

JANUARY 13, 2020/bh