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

+ O.M.P. (I) (COMM.) 85/2020 & IA. 3670/2020

M/S SUPREME INFRASTRUCTURE INDIA
LIMITED

..... Petitioner

Through: Mr. Sandeep Sethi, Sr. Adv.
with Mr. Rajat Malhotra, Mr. Iliyas
N. Lawas, Mr. Sourish Bagchi and
Mr. Vivek Kr. Karn, Advs.

versus

CENTRAL PUBLIC WORKS DEPARTMENT
& ORS.

..... Respondents

Through: Mr. Vikram Jetly, CGSC for R1.

CORAM:

HON'BLE MR. JUSTICE V. KAMESWAR RAO

ORDER

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19.03.2020

This petition has been listed vide supplementary list circulated in the post lunch session on a mentioning made before learned Registrar General.

IA 3670/2020 (for exemption)

Exemption allowed subject to all just exceptions.

The application stands disposed of.

O.M.P. (I) (COMM.) 85/2020

This petition has been filed by the petitioner with the following prayers:

“In view of the submissions above, it is most respectfully prayed that this Hon'ble Court be kind to:

a. To Stay the operation of determination letter of the Respondent No. 01 dated 16.03.2020.

b. Pass an injunction against the Respondents No. 1-2

restraining them from invoking Bank Guarantees No.4615ILG000515, 4615ILG000615, 4615ILG000715, 4615ILG003515, 4615ILG003615, 4615ILG009315 issued by Respondent No.4; and Bank Guarantees No. 0607016BG0000074 and 0607016BG0000536 issued by Respondent No.3;

c. Pass an injunction against Respondent No. 3 restraining it from encashing Bank Guarantee No. 0607013BG1000241 in the amount of Rs. 8,97,42,281/- or releasing any amount whatsoever against the said guarantee in favour of Respondent No.1 and 2;

d. Pass an injunction against Respondent No. 4 restraining it from encashing Bank Guarantee No. 4615ILG006516 in the amount of Rs.60,00,000/- or releasing any amount whatsoever against the said guarantee in favour of Respondent No. 1 and 2;

e. Pass an injunction against Respondent No. 5 restraining it from encashing Bank Guarantee No. 61410IGL0052113 in the amount of Rs.1,78,42,697/- or releasing any amount whatsoever against the said guarantee in favour of Respondent No. 1 and 2;

f. Restrain Respondents No. 3-5 from encashing any other guarantee document whatsoever issued in respect of the Project if invoked by Respondents No. 1 and 2;

g. Restrain Respondent No.1 and 2 from appropriating proceeds from any Bank Guarantee in whatsoever form or manner pertaining to the Project;

h. In the interest of the project, permit the petitioner to complete the same under supervision of an independent Civil Engineer appointed by this Hon'ble Court at the cost of Petitioner.

i. pass any other order this Hon'ble Court may deem fit in the circumstances mentioned herein above.”

Mr. Vikram Jetly, learned CGSC appearing for the respondent no.1 has taken a preliminary objection on the maintainability of the petition on the ground that the contract has been executed between the parties in Mandi,

Himachal Pradesh, even the Project concerned is also in Mandi, Himachal Pradesh. In other words, no cause of action has arisen in Delhi for the petitioner to approach this court.

Mr. Sandeep Sethi, learned Sr. Counsel appearing for the petitioner has drawn my attention to the Dispute Resolution clause which does not specify to the seat of arbitration, being at Delhi.

Noting the fact that the Project is at Mandi and the contract has been executed in Mandi and the subject matter of this petition, relates to Retention Guarantee / Bank Guarantees issued by the banks in Mumbai and Gurgaon, this court shall not have jurisdiction to entertain the present petition. Appropriate for the petitioner is, to approach the Court of competent jurisdiction in accordance with law.

The petition is dismissed.

V. KAMESWAR RAO, J

MARCH 19, 2020/jg