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IN THE HIGH COURT OF DELHI AT NEW DELHI

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W.P.(C) 3241/2020

DUGANTA OIL & NATURAL GAS PRIVATE LIMITED

..... Petitioner

Through: Mr.Abhay Anturkar & Mr.Sarthak
Mehrotra, Advs.

versus

UNION OF INDIA AND ANR.

..... Respondents

Through: Ms.Maninder Acharya, ASG with
Mr.Anurag Ahluwalia, CGSC with
Mr.Abhigyan Siddhant, Adv. for R-1
and Mr. Krishnesh
Mr.Prashant, Adv. for R-2.

CORAM:

HON'BLE MR. JUSTICE NAVIN CHAWLA

ORDER

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16.06.2020

1. This hearing has been held through video conferencing.
2. This petition has been filed by the petitioner praying for the following reliefs:-

“b) ordering and directing the Respondents to forthwith change/alter/update/amend the name of the Petitioner in the Revenue Sharing Contract dated March 7, 2019 from “Arsh Corporate Services Private Limited” to “Duganta Oil & Natural Gas Private Limited”;

c) ordering and directing the Respondents after change/alterion/updation/amendment of Revenue Sharing Contract dated March 7, 2019 in terms of Prayer Clause (b) to accept a fresh Bank Guarantee to be obtained by the Petitioner in pursuance of Article 27 of the Revenue Sharing Contract dated March 7, 2019 in substitution of Bank Guarantee for Rs.7,20,00,000/- bearing Reference No. BG No. 19/20-

1622IBG0923028 valid till April 8, 2023;

d) During the pendency of the present proceedings the Respondent be restrained by themselves, their servants, agents, officers and subordinates from, in any manner whatsoever, acting upon or taking any coercive or prejudicial steps against the Petitioner for non-submission of the Bank Guarantee and in furtherance of the facts which have transpired in relation to the Bank Guarantee of Rs. 7,20,00,000/- bearing Reference No.BG No. 19/20-1622IBG0923028 submitted to the 2nd Respondent and;”

3. The learned ASG, on instructions, submits that the respondents have already recommended termination of the Contract awarded to the petitioner and a final decision on the same is pending with the Competent Authority.
4. In view of the above, the petitioner shall be at liberty to file a representation with the respondents with respect to its prayer regarding the change of its name in the Contract. The same shall be considered by the respondents as expeditiously as possible. However, this order shall not in any manner, prohibit the respondents from proceeding further in accordance with the contractual terms.
5. As far as the issue of termination of the Contract is concerned, the same is presently only at the stage of recommendation. Incase the final decision taken by the Competent Authority is adverse to the petitioner, it shall always be open to the petitioner to challenge the same in accordance with law.
6. The petition is disposed of in the above terms.

NAVIN CHAWLA, J

JUNE 16, 2020/rv