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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **W.P.(C) 3718/2020 & CM 13331/2020**
SHIVA INDUSTRIAL SECURITY AGENCY (GUJ.) LTD.

..... Petitioner

Through: Mr.Shatadru Chakraborty, Mr.Kumar
Anurag Singh, Advs. and Ms.Sonia Dubey, Advs.

versus

NATIONAL HIGHWAYS AUTHORITY OF INDIA Respondent

Through: Mr.Narendra Hooda, Sr. Adv. with
Ms.Padma Priya, Adv. for NHAI.

CORAM:

HON'BLE MR. JUSTICE NAVIN CHAWLA

ORDER

% **24.06.2020**

1. This hearing has been held by video conferencing.
2. As a short question is involved, the present petition is being taken up for disposal at this stage itself.
3. The learned counsel for the petitioner submits that the Agreement in question was for the period from 15.02.2020 to 15.05.2020. In terms of the Agreement, the petitioner has submitted Performance Security to the respondent. Due to Covid-19 Pandemic, the petitioner invoked the *Force Majeure* Clause as contained in Clause 25 of the Agreement. The respondent is yet to take a decision thereon. Similarly, certain other claims have also been raised by the petitioner, which are yet to be decided by the respondent.
4. By way of the present petition, the petitioner prays for release of the Performance Security submitted with the respondent as the period of Agreement has already ended.

5. In view of the submissions made, it is directed that the respondent shall consider the representations of the petitioner and decide the same within a period of three weeks from today. Incase, the respondent desires the petitioner to submit any further documents, it shall make a demand for these documents to the petitioner within a week from today. On receipt of such requisition, the petitioner shall supply the said documents within a week thereafter. The respondent shall not take any coercive action on the Performance Security deposited by the petitioner for a period of one week from the date of decision taken on such representations of the petitioner. Needless to say, if the petitioner is aggrieved of the decision taken by the respondent, it shall be free to challenge the same in accordance with law in appropriate proceedings.

6. In case during the interregnum, the respondent calls upon the petitioner to continue providing services under the contract, the petitioner shall continue to pay the admitted amounts to the respondent, however, this shall be subject to the decision taken by the respondent on the representation made by the petitioner as also any further challenge thereto.

7. The petition is disposed of in the above terms.

NAVIN CHAWLA, J

JUNE 24, 2020/RN