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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **W.P.(C) 6228/2020**
BHOLANATH RAJPATI SHUKLA Petitioner
Through **Mr.Sandeep Sethi, Sr. Adv. with**
Mr.Anirudha Bhatia, Adv.

versus

MINISTRY OF ROAD TRANSPORT AND HIGHWAYS & ANR.
..... Respondents
Through **Mr.Vinod Diwakar, CGSC with**
Mr.Vishal Kumar Singh, Adv.for R-1.
Ms.Madhu Sweta, Ms.Raveena
Dewan, Advs. for NHAI.

CORAM:
HON'BLE MR. JUSTICE NAVIN CHAWLA

ORDER

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10.09.2020

This hearing has been held by video conferencing.

CM 22279/2020 (exemption)

Allowed, subject to all just exceptions.

WP(C) 6228/2020 & CM 22278/2020

1. The limited grievance of the petitioner in the present petition is that in the Report dated 27.08.2020, annexed with the petition as Annexure P-70, the Board of Officers of the respondents, while determining the claim of the petitioner for the Covid period, have given a relief of Rs.8,33,88,719/- to the petitioner for the period from 20.04.2020 to 24.06.2020. This relief has been based on certain details which were annexed as Annexures A, B and C to the Report.
2. The learned senior counsel for the petitioner submits that these

annexures, however, have not been supplied to the petitioner and therefore, the petitioner is not in a position to determine the basis for arriving at the above figure.

3. The learned counsel for the respondent no.2/NHAI who appears on an advance notice, on instructions submits that these Annexures shall be provided to the petitioner during the course of the day.

4. In view of the above, the learned senior counsel for the petitioner prays for leave to withdraw the present petition with liberty to take such appropriate legal remedy as may be advised incase the petitioner is aggrieved of the decision taken by the respondents. He, however, prays that in the meantime, the respondents be restrained from encashing the Performance Bank Guarantee submitted by the petitioner as has been threatened by its letter dated 31.08.2020.

5. The learned counsel for the respondent no.2/NHAI, on the other hand, submits that the petitioner has not been remitting the amount in accordance with the Agreement between the parties and therefore, does not deserve any relief.

6. I have considered the submissions made by the learned counsels for the parties. The letter dated 31.08.2020 of the respondents records that the respondents are in possession of a Cash Performance Security of Rs.6,48,15,000/- and a Bank Guarantee of an equivalent amount submitted by the petitioner. It further records that the claim against the petitioner is of an amount of Rs.10,32,36,730/-.

7. Keeping in view the fact that the respondents are presently secured by the above Cash Performance Security and the Bank Guarantee, subject to the condition that the petitioner shall keep the Bank Guarantee alive and shall

strictly comply with the terms of the Agreement dated 26.11.2019 with the respondents, the respondents shall not encash the Bank Guarantee submitted by the petitioner for a period of one week from today for the petitioner to avail of its legal remedy, if so advised.

8. The petition is disposed of with the above directions.

NAVIN CHAWLA, J

SEPTEMBER 10, 2020
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