

HIGH COURT OF CHHATTISGARH AT BILASPUR

WPC No. 3079 of 2021

- M/s. RGB-TGHCL (JV), A Joint Venture Of M/s. Tarunika Gaur Housing Company Limited And M/s. R.G. Buildwell Engineers Limited Having Its Registered Office At Arunima Palace, Plot No. G H - 4, Sector-4, Vasundhara, Ghaziabad, (U.P.), Through Its Authorised Representative, Mr. Sanjeev Gaur, Aged About 50 Years, R/o. A-401, Vasundhara, Arunima Palace, Police Station - Indirapuram, Ghaziabad, (U.P.)

---- Petitioner

Versus

1. State Of Chhattisgarh, Through The Secretary, Public Works Department, Mantralaya, Mahanadi Bhawan, Naya Raipur, District - Raipur Chhattisgarh.
2. Engineer In Chief, Public Works Department, Office Of The Engineer In Chief, Raipur, Public Works Department, Nirman Bhavan, Naya Raipur, District - Raipur Chhattisgarh.
3. Superintending Engineer, Public Works Department, Office Of The Superintending Engineer, P.W.D. Kanker Circle, Kanker, Chhattisgarh 494334.
4. Executive Engineer, Public Works Department, Office Of The Executive Engineer, P.W.D. (B / R) Division, Bhanupratappur, Kanker, Chhattisgarh 494635
5. Sub - Divisional Officer, Public Works Department, Office Of Sub - Divisional Officer, Division Bhanupratappur, Kanker, Chhattisgarh - 494635
6. Punjab National Bank, Civil Lines, Roorkee, Uttrakhand - 247667
7. Union Of India Through Ministry Of Road, Transport And Highway, Transport Bhawan, 1, Parliament Street, New Delhi - 110001.

---- Respondents

For Petitioner	:	Shri Abhinav Kardekar, Advocate
For Respondents/ State	:	Shri Ashish Tiwari, G.A.
For Respondent No. 6	:	Shri Pushpendra Singh Baghel, Advocate
For Respondent No. 7	:	Shri Tushar Dhar Diwan on behalf of Shri R.K. Mishra, ASG

Hon'ble Shri Justice Goutam Bhaduri

Order on Board

05.08.2021

Heard.

1. The challenge in this petition is to the invocation of the bank guarantees by Respondent No. 4.

2. Learned counsel for the petitioner would submit that as per the agreement when extension of agreement is sought for, it is necessary to be replied within 21 days and in absence of any clear acceptance the extension of the contract cannot be inferred. It is contended that the petitioner has sought for extension of the contract period up till 31.03.2021, but it was not responded, therefore the original contract itself has expired in the month of March, 2020. It is stated the bank guarantees which were given for performance of the original contract could not be invoked when the contract itself has lived its life and the invocation of the bank guarantees sought for by Respondent No. 4 would be bad in law. He would further submit that communication for invocation of the bank guarantees were also not made to the petitioner.
3. Learned counsel for the respondents and learned State counsel on instructions submit that according to the instruction received the bank guarantees have already been invoked and the information was received yesterday.
4. In view of the fact, that the bank guarantees have already been invoked then, the petitioner in all case has to resort another bout of litigation. Since bank guarantees stand invoked no relief can be granted to the petitioner, however the petitioner will be at liberty to avail the other legal remedy available to him under the law.
5. With the aforesaid observation, the petition stands disposed off.

Sd/-
(Goutam Bhaduri)
Judge