



IN THE HIGH COURT OF JUDICATURE AT MADRAS

(ORDINARY ORIGINAL CIVIL JURISDICTION)

FRIDAY, THE 02ND DAY OF JULY 2021

THE HON'BLE MR. JUSTICE N.SATHISH KUMAR

A. No.2164 of 2021

in

O.P. No.84 of 2021

In the matter of Arbitration &
Conciliation Act, 1996

and

In the matter of disputes and
differences between M/s. Sriram
Engineering Company and
Engineering Projects Limited in
respect of the Work contact order No.
SRO/PMD/686/045 dated 19.06.2013
in Chennai near Perumbakkam Phase-
II Reach-V Package-3A

S. Krishnamoorthy
Proprietor
M/s. SRIRAM ENGINEERING COMPANY
G1, Kala Flats
24, Bujangarao St,
Saidapet, Chennai - 600 015.

... Petitioner

-Versus-

M/s. Engineering Projects India Limited
Represented by its Executive Director
Core - 3, Scope Complex,
7, Institutional Area, Lodhi Road
New Delhi - 110 003.

Also at
No-3, EC Chambers



92, G.N.Chetty Road,
T.Nagar, Chennai- 600 017.

... Respondent

WEB COPY

A. No.2164 of 2021

M/s. Engineering Projects (India) Limited

Represented by its Executive Director

Core - 3, Scope Complex,
7, Institutional Area, Lodhi Road
New Delhi - 110 003.

Also at

No-3, EC Chambers
92, G.N.Chetty Road,
T.Nagar, Chennai- 600 017.

... Applicant/Respondent

-VS-

S. Krishnamoorthy

Proprietor

M/s. Sriram Engineering Company

G1, Kala Flats
24, Bujangarao St,
Saidapet, Chennai - 600 015.

... Respondent/Petitioner

Application praying that this Hon'ble Court be pleased to modify its Order passed in O.P.No.84 of 2021 dated 29.03.2021 and direct the Respondent/Petitioner to keep the Performance Bank Guarantees alive until the disposal of the Conciliation/Arbitration Proceedings.

This Application coming on this day before this court for hearing in the presence of Mr. P.J. Rishikesh, advocate for the applicant herein and M/s. Jayasree, advocate for the respondent herein and upon reading the Judge's summons and the common affidavit of D. Nithiyanandhan filed herein and the common counter affidavit of S. Krishnamoorthy filed herein



and the order dated 29/03/2021 made in O.P. No.84/2021 and the court
made the following order:-

While passing an order on 29.03.2021, this Court directed that till the disposal of the Conciliation proceedings, the performance bank guarantee shall not be invoked by the respondent.

2. Now the contention of the respondent is that, after passing separate order, the bank guarantee was allowed to be expired on 24.06.2021. In such view of the matter, it is the contention of the respondent that the bank guarantee has to be kept alive. Whereas the respondent in the present application contented that, due to pandemic, his account was declared as Non Performing Asset (NPA). Therefore, the bank guarantee could not be renewed, however, they would renew the bank guarantee within a period of eight weeks. The respondent's submission is recorded. Counter is also filed in this case.

3. In such view of the matter, the respondent is directed to renew the bank guarantee with a period of eight (8) weeks. In the meanwhile, the parties should cooperate for the conciliation proceedings and arrive at a settlement.



4. If the bank guarantee is not renewed within a period of eight(8) weeks, it is open to the applicant to encash the bank guarantee.

5. With the above observations, this application is closed.

WITNESS THE HON'BLE MR. JUSTICE SANJIB BANERJEE,
CHIEF JUSTICE, HIGH COURT AT MADRAS AFORESAID, THIS THE
2ND DAY OF JULY 2021.

Sd./-
ASSISTANT REGISTRAR (O.S.II)

//Certified to be true copy//
Dated at Madras this the day of 2021.

COURT OFFICER(O.S.)
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VF-15/07/2021

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A. No.2164 of 2021
in
O.P. No.84 of 2021

ORDER

DATED: 02.07.2021

THE HON'BLE MR. JUSTICE
N.SATHISH KUMAR

FOR APPROVAL: 26/07/2021

APPROVED ON : 27/07/2021



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Also at

<https://hcservices.ecourts.gov.in/hcservices/>

No-3, EC Chambers
92, G.N.Chetty Road,



T.Nagar, Chennai- 600 017.

... Respondent

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M/s. Engineering Projects (India) Limited

Represented by its Executive Director

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7, Institutional Area, Lodhi Road

New Delhi - 110 003.

Also at

No-3, EC Chambers

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-VS-

S. Krishnamoorthy

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M/s. Sriram Engineering Company

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5. With the above observations, this application is closed.

Sd./-N.S.K.J.,
02/7/2021

//Certified to be true copy//

Dated at Madras this the day of 2021.

COURT OFFICER(O.S.)

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