

IN THE HIGH COURT OF ORISSA AT CUTTACK

W.P.(C) No. 14976 of 2022

*M/s. KCS Pvt. Ltd.,
Sundargarh*

.....

Petitioner

Mr. S.K. Ray, Advocate

Vs.

*The Chairman-cum-M.D.,
NALCO, Bhubaneswar & Ors.*

.....

Opposite parties

CORAM:

**DR. JUSTICE B.R. SARANGI
Mr. JUSTICE S. K. MISHRA**

ORDER

22.06.2022

Order No.

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This matter is taken up through hybrid mode.

2. Heard Mr. S.K. Ray, learned counsel for the petitioner.

3. The petitioner has filed this writ petition seeking direction to the opposite parties to release the encashment of bank guarantee value of Rs.68,57,864/- with interest within a stipulated period.

4. Mr. S.K. Ray, learned counsel for the petitioner at the outset contended that the petitioner has furnished a bank guarantee of Rs. 68,57,864/- as per Clause-6.2 of the abstract of general conditions of contract under Annexure-3. Therefore, direction may be issued for release of the said amount in favour of the petitioner.

5. When this Court made a query as to which clause of the abstract of general conditions of contract indicates to deposit the security amount by way of bank guarantee, learned counsel for the petitioner could not be able to show the same. However, Clause-6.8 of the abstract of general conditions of contract stipulates with regard to furnishing of

performance bank guarantee. Therefore, there is nothing to do with the submission of learned counsel for the petitioner with regard to furnishing of bank guaranty as security deposit. Thereby, in absence of any materials available on record on that score, this Court is not inclined to entertain this writ petition. However, liberty is granted to the petitioner to pursue its remedy before the appropriate forum as per the terms of the agreement.

6. With the above observation, the writ petition stands disposed of.

7. Issue urgent certified copy as per rules.

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(DR. B.R. SARANGI)
JUDGE

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(S. K. MISHRA)
JUDGE

Alok/Padma

