

Ashwini

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
IN ITS COMMERCIAL APPELLATE DIVISION
COMM ARBITRATION APPEAL NO. 1 OF 2022
WITH
INTERIM APPLICATION NO. 4232 OF 2021
IN
COMM ARBITRATION APPEAL NO. 1 OF 2022**

Adept Fluidyne Pvt Ltd, Pune	...Appellant
<i>Versus</i>	
HDFC Bank Ltd, Pune & Anr	...Respondents

Mr TD Deshmukh, with Sagar Kursija, for the Appellant.
Mr Suraj Dessai Almedia, with Hrishikesh More & Tarun Rebello, for the Respondents.

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**CORAM G.S. Patel &
 Madhav J. Jamdar, JJ.**
DATED: 5th July 2022

PC:-

1. The Appeal is directed against an order and judgment dated 22nd September 2021 of the District Judge-2, Pune declining to grant the Appellant relief under Section 9 of the Arbitration and Conciliation Act 1996. The Appellant sought a restraint against the Respondent from invoking an Advance Bank Guarantee dated 16th

March 2020, a copy of which is at pages 112 to 113 of the Appeal paper book.

2. We are informed that after invocation, the bank guarantee has been encashed and the amount paid over to the Respondents.

3. The Appeal is therefore infructuous. It will not be possible to reverse the factual position.

4. We leave it to the Appellant to seek appropriate reliefs in arbitration including by way of an Interim Application under Section 17 of the Arbitration and Conciliation Act 1996. For the purposes of the arbitration and the Interim Application under Section 17, all contentions are expressly kept open.

5. The Appeal is disposed of in these terms. No costs.

(Madhav J. Jamdar, J)

(G. S. Patel, J)