

Ashwini

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
INTERIM APPLICATION NO. 3667 OF 2022
IN
APPEAL NO. 220 OF 2019
IN
ARBITRATION PETITION NO. 630 OF 2011
AND
CROSS OBJECTION NO. 4 OF 2017
IN
ARBITRATION PETITION NO. 267 OF 2011**

Nayara Energy Ltd (Previously Essar Oil Ltd)	...Applicant
<i>In the matter between</i>	
Oil and Natural Gas Corporation Ltd	...Appellant
<i>Versus</i>	
Essar Oil Ltd (Not known as Nayara Energy Ltd)	...Respondent

Mr Gandhar U Raikar, *for the Applicant.*
Mr Pradeep Sancheti, Senior Advocate, *with Pallavi Bali, Anagh Pradhan & Anand Iyer, i/b Divya Shah Associates, i/b Divya Shah Associates, for the Respondent in IA.*

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**CORAM G.S. Patel &
 Gauri Godse, JJ.**
DATED: 12th September 2022

1. The matter is listed for speaking to minutes of our order dated 28th July 2022. The Applicant (Original Respondent) will be at liberty to furnish a bank guarantee of State Bank of India instead of ICICI Bank. Clause 2(b) will be read accordingly.

“(b) 50% of the withdrawn amount will be secured by a Bank guarantee of State Bank of India.”

2. Instead of an undertaking by the Chief Executive Officer, as required in paragraphs 2(c) and 2(d), we permit the undertaking by the Chief Financial Officer and the Chief Operations Officer or COO of the Applicant/Respondent. The other portions of the order remain same.

(Gauri Godse, J)

(G. S. Patel, J)