



2025:CGHC:51572-DB

NAFR**HIGH COURT OF CHHATTISGARH AT BILASPUR****WPC No. 5459 of 2025**

Jagdamba Trailers Private Limited The Company Registered Under The Companies Act. Through Its General Manager Sourav Banerjee (Authorized By Way Of Board Resolution) Aged About 33 Years S/o Asit Banerjee Having Address At Jorapali Nandeli Road, Raigarh District- Raigarh (C.G.)

... Petitioner(s)**versus**

1 - Container Corporation Of India Limited (Concor) The Government Company, Through Its General Manager, Concor Annexe Nsic Mdp Building 3rd Floor, Okhla Indl. Estate New Delhi – 110020

2 - The Area Manager Area Iii (South) Concor Multi Modal Logistic Park Village Nawagaon, Nh-53 Naya Raipur, District- Raipur (C.G.) 492015

3 - Punjab National Bank Through Its Branch Manager Raigarh Near Anathalaya Marg Raigarh District- Raigarh (C.G.) 496001

... Respondent(s)

For Petitioner(s) : Mr. Vikram Sharma, Advocate

For Respondent(s) : Mr. Ramakant Mishra, D.S.G. and Mr.

Sudhanshu Upadhyay on behalf of Mr. Sharad
Mishra

Hon'ble Shri Ramesh Sinha, Chief Justice**Hon'ble Shri Bibhu Datta Guru, Judge****Judgment on Board**

Per Ramesh Sinha, Chief Justice

16.10.2025

1. Heard Mr. Vikram Sharma, learned counsel for the petitioner. Also heard Mr. Ramakant Mishra, learned Deputy Solicitor General for respondents No. 1 & 2 and Mr. Sudhanshu Upadhyay on behalf of Mr. Sharad Mishra, learned counsel for respondent No.3.

2. The petitioner has filed this petition praying for following relief:-

“10.1) That the Hon'ble Court may be please to issue the writ of appropriate nature quashing the impugned letter dated 03.07.2025 (ANNEXURE P-7) as well impugned letter dated 24.07.2025 (ANNEXURE P-9) being illegal and beyond the scope of the agreement, in the interest of justice.

10.2) That the Hon'ble Court may be please to issue the writ of appropriate nature quashing the impugned letter/email dated 08.10.2025 (ANNEXURE P-1) relating to the encashment of the Bank no bearing 05.04.2023 dated Guarantee 041201LG001823 of Rs 38,90,460/-, being illegal and beyond the scope of the agreement, in the interest of justice.

10.3) Cost of the petition may also be granted to the petitioner.”

3. Learned counsel for the petitioner prays to withdrawn the present petition stating that after the filing of the present petition, the bank has encashed the bank guarantee on 13.10.2025.
4. On the other hand, learned Deputy Solicitor General appearing for Union of India submits that the present petitioner is not maintainable as there is contractual dispute between the parties.

Further, the petitioner has an alternative remedy available under Section 9 of the Arbitration Act before the Commercial Court.

5. In view of the same, as prayed by learned counsel for the petitioner, this petition is **dismissed as withdrawn**, with liberty to the petitioner to seek appropriate remedy before the appropriate forum.

Sd/-
(Bibhu Datta Guru)
Judge

Sd/-
(Ramesh Sinha)
Chief Justice

Manpreet