



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH : NAGPUR
COMMERCIAL APPEAL NO. 3 OF 2025

M/s A.R. Construction

..vs..

Western Coalfields Ltd.

 Office Notes, Office Memoranda of Coram,
 appearances, Court's orders of directions
 and Registrar's orders

Court's or Judge's orders

Shri Harish Dangre, Advocate a/w Shri Y.R. Kinkhede, Advocate for
 the petitioner.

Shri Nachiket Moharir, Advocate for the respondent.

CORAM: ANIL S. KILOR AND RAJNISH R. VYAS, JJ.
DATED : 04/12/2025.

Heard.

2. This is an appeal arising out of order below Exhibit 11 passed on 28.11.2025 by the District Judge -9, Nagpur in Arbitration Case No.274/2025, rejecting the application moved by the appellant for grant of *status quo* in respect of fresh Tender No.13/2025-26 including all the process relating to the said tender till the further orders.

3. We have gone through the impugned order. We are of the opinion that the learned District Judge after considering the fact that invocation of the bank guarantee has already been stayed and further such reliefs cannot be granted, after recording the reasons, the application was rejected. No perversity is found in rejecting such prayer.

4. However, learned Counsel for the appellant has pointed out that certain observations made on merit in paragraphs 11 and 12, will cause prejudice to them at the time of consideration of the final relief sought by the appellant as well as while considering his prayer for interim relief for grant of stay to the termination of the contract of the appellant.

5. The specific objection is to the observation made in

paragraph 11 to the following effect :

“11....It can be gathered from the record that when the new tender is for more quantity and for different site it is difficult to say that similar kind of work is determined to be allotted to the different contractor by the non-applicant. On the contrary, what prima facie appears is that the work which was required to be done by the applicant was required to be completed as per the standard and quantity determined in the contract. The percentage upto which the performance is shown given by the applicant is very poor quantity. Considering the same, flouting of new tender appears to be initiated to prevent stopping of the work of transportation of the coal which is very material.

12. ...It cannot be said that the applicant will suffer any monetary loss if the status quo is not granted. On the contrary, the applicant has remedy to claim damages in case the applicant succeed in future. Considering the circumstances on record I find no case to consider the prayer of the applicant as sought in the application. The relief regarding invoking bank guarantee is already granted in favour of the applicant till further order.”

6. Considering the contentions raised by the learned Counsel for the appellant, we direct the District Judge-9, Nagpur while deciding the proceedings under Section 9 of the Arbitration and Conciliation Act, 1996, or an application for stay, he shall not influence by the above referred observations and shall decide the said proceedings independently.

7. Accordingly, the appeal stands disposed of.

(RAJNISH R. VYAS, J.)

(ANIL S. KILOR, J.)