"C.R."

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE MR. JUSTICE HARISANKAR V. MENON

FRIDAY, THE 11TH DAY OF APRIL 2025 / 21ST CHAITHRA, 1947

WP(C) NO. 24021 OF 2023

PETITIONER:

**FLEMINGO (DFS) PRIVATE LIMITED, D-73/1,
TTC INDUSTRIAL AREA, TURBHE, MIDC, NAVI MUMBAI,
REPRESENTED BY ITS AUTHORIZED SIGNATORY,
SRI.VINOD V.S., PIN – 400703.**

**BY ADVS.
G.HARIKUMAR (GOPINATHAN NAIR)
AKHIL SURESH
SANTHOSH MATHEW**

RESPONDENT:

**AIRPORTS AUTHORITY OF INDIA,
HAVING ITS CORPORATE HEADQUARTERS AT RAJIV GANDHI BHAVAN,
NEW DELHI 110003, THROUGH ITS CO-ORDINATION INCHARGE,
TRIVANDRUM INTERNATIONAL AIRPORT, HAVING HIS OFFICE AT
TRIVANDRUM INTERNATIONAL AIRPORT, THIRUVANANTHAPURAM,
KERALA, PIN – 695013.**

BY ADV.V.SANTHARAM

THIS WRIT PETITION (CIVIL) HAVING BEEN FINALLY HEARD ON 08.04.2025, ALONG WITH WP(C)NO.7025/2025, THE COURT ON 11.04.2025 DELIVERED THE FOLLOWING:

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE MR. JUSTICE HARISANKAR V. MENON

FRIDAY, THE 11TH DAY OF APRIL 2025 / 21ST CHAITHRA, 1947

WP(C) NO. 7025 OF 2025

PETITIONER:

FLEMINGO (DFS) PRIVATE LIMITED, D-73/1, TTC INDUSTRIAL AREA, TURBHE, MIDC, NAVI MUMBAI REPRESENTED BY ITS AUTHORIZED SIGNATORY SHRI NIXON VARGHESE, PIN – 400703.

BY ADV HARIKUMAR G. (GOPINATHAN NAIR)
BY SRI.SANTHOSH MATHEW

RESPONDENTS:

1 **AIRPORTS AUTHORITY OF INDIA, HAVING ITS CORPORATE HEADQUARTERS AT RAJIV GANDHI BHAVAN, NEW DELHI - 110 003, THROUGH ITS CO-ORDINATION INCHARGE, TRIVANDRUM INTERNATIONAL AIRPORT, HAVING HIS OFFICE AT TRIVANDRUM INTERNATIONAL AIRPORT, THIRUVANANTHAPURAM, KERALA, PIN – 695013.**

2 **ICICI BANK LIMITED, ARIHANT AURO BUILDING OPP. TURBHE RAILWAY STATION, NAVI MUMBAI, MAHARASHTRA, PIN – 400705.**

BY ADVS.
V SANTHARAM
SHAHIER SINGH M.
SHARAN SHAHIER(K/1202/2010)

THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION ON 08.04.2025, ALONG WITH WP(C).24021/2023, THE COURT ON 11.04.2025 DELIVERED THE FOLLOWING:

JUDGMENT

[WP(C) Nos.24021/2023 and 7025/2025]

These two writ petitions are filed by the same petitioner, a Company, stated to have been engaged in the operation of duty-free shops at the Trivandrum and Calicut International Airports. The petitioner contends that the duty-free shops at the arrival/departure terminals in the afore airports were conducted by it on the basis of the license agreements executed with the respondent herein till 31.8.2017. It states that two bank guarantees for Rs.1,29,60,406/- and Rs.2,66,93,694/- were executed with reference to the license agreements in favour of the respondent authority herein. The petitioner states that there were some disputes with the respondent authority as regards the license fee payable and pursuant to the orders of this Court, a sole Arbitrator was appointed. The petitioner further contends that insofar as the arbitration proceedings were not completed

within the prescribed time limit, it sought for substitution of the sole Arbitrator and extension of time for completion of the arbitration. Pursuant to Ext.P3 order dated 28.06.2022, this Court refused to consider the request for the substitution of the Arbitrator and the extension of time was also not granted. On the face of the afore, the petitioner instituted fresh proceedings as evidenced by Ext.P5 petition seeking the appointment of a new sole Arbitrator. Pending the said petition, the 1st respondent served Ext.P6 letter dated 25.11.2022, seeking payment of an amount in excess of Rs.8.8 Crores from the petitioner. Therefore, anticipating steps against the bank guarantees referred to above, the petitioner approached the Commercial Court, Thiruvananthapuram, with a petition under Section 9 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as the 'Act') and pursuant to Ext.P7 order dated 16.03.2023, the Commercial Court ordered an injunction for a period of 90 days. However, the petitioner states that on 20.07.2023, the

Commercial Court closed the matter recording that the period of 90 days is over.

2. It is in such circumstances that W.P(C) No.24021 of 2023 is filed seeking an order restraining the respondents from invoking/encashing the bank guarantees.

3. On 21.07.2023, while admitting the afore writ petition, this Court ordered that the respondent authority shall not invoke the bank guarantee for a period of one month. The stay was being extended from time to time. It is also to be noticed that on 30.10.2023 and 17.01.2024, "the stay was revived and extended" since the stay had, in the meantime, expired. On 26.09.2024, when the writ petition was posted, a learned Single Judge of this Court chose to "avoid" the writ petition, however, extending the interim order for a period of two weeks.

4. It is the contention of the petitioner that the matter ought to have been listed for further consideration within the afore period of two weeks or within a reasonable period

thereafter. The petitioner contends that it was informed by its Bankers about some steps being taken by the respondent authority for encashing the bank guarantee. Thereupon, the petitioner on 22.01.2025 mentioned this matter before this Court and W.P(C) No.24021 of 2023 was posted to 24.01.2024. The petitioner, however, points out that on 22.01.2025 and 23.01.2025 itself, the two bank guarantees were encashed in favour of the respondent authority herein. The petitioner further points out that in the meantime, as per an order dated 21.06.2024, this Court in A.R.No.139 of 2023 had appointed a sole Arbitrator to arbitrate the disputes between the parties in the light of the licence agreements. However, the appointment as above was challenged by the respondent authority by filing a Special Leave petition before the Apex Court and by an order dated 05.11.2024, the Apex Court stayed the operation of the orders issued by this Court.

5. In these circumstances, the petitioner has filed W.P(C) No.7025 of 2025, seeking a declaration that the invocation of the bank guarantees was illegal. The petitioner also sought the restoration of the bank guarantees and alternatively, a direction to the respondent authority to keep the amounts realized from the bank guarantees in an interest-bearing fixed deposit account pending adjudication of the disputes, pursuant to the appointment of an Arbitrator.

6. I have heard Sri.Santhosh Mathew, the learned senior counsel instructed by Sri.G.Harikumar, the learned counsel for the petitioner as well as Sri.V. Santharam, the learned counsel for the respondent authority.

7. Sri.Santhosh Mathew, the learned senior counsel, would contend that:

i. The respondent authority acted without any fairness insofar as they were aware of the pendency of the dispute in W.P(C) No.24021 of 2023 as well as the orders of stay issued by the court.

ii. The petitioner was not entirely responsible for the matter not being posted subsequent to the order of this Court dated 26.09.2024.

iii. In the light of the appointment of the new sole Arbitrator as early as 21.06.2024, in A.R.No.139 of 2023, by virtue of the invocation of the bank guarantees, the petitioner is put to irreparable damages.

iv. He would also rely on the judgment of the Apex Court in **High Court Bar Association, Allahabad v. State of Uttar Pradesh and Others [(2024) 6 SCC 267]** and of the Bombay High Court in **Harihar Collections v. Union of India and Others [(2020) SCC OnLine Bom 1622]**, in support of the submissions.

8. *Per contra*, Sri.Santharam representing the respondent authority, would contend that:

i. W.P(C) No.24021 of 2023 against the orders of the Commercial Court itself is not maintainable.

ii. Insofar as there is an alternate remedy under the Act, the writ petition is not entertainable. In support of the afore contention, he relied on the judgments of the Apex Court in **PHR Invent Educational Society v. UCO Bank and Others [(2024) 6 SCC 579], Himadri Chemicals**

Industries Ltd. v. Coal Tar Refining Co. [(2007) 8 SCC 110], Vinitec Electronics Private Ltd. v. HCL Infosystems Ltd. [(2008) 1 SCC 544], Gujarat Maritime Board v. Larsen and Toubro Infrastructure Development Projects Limited and Another [(2016) 10 SCC 46], Andhra Pradesh Pollution Control Board v. CCL Products (India) Limited [(2019) 20 SCC 669] and **Standard Chartered Bank v. Heavy Engineering Corporation Limited and Another [(2020) 13 SCC 574]**.

iii. The respondent authority has not committed any error insofar as they waited more than two months from the expiry of the stay order, which was last extended on 26.09.2024.

9. I have considered the rival contentions as well as the connected records.

10. The facts are not in dispute. There is a dispute between the parties with reference to the licence agreements entered into between them. A sole Arbitrator was appointed originally pursuant to the orders of this Court and later, the period was not extended, as seen from the order dated 28.06.2022(Ext.P3).

The petitioner even thereafter sought for "appointment of a new Arbitrator" and presented an application under Section 11(6) of the Act before this Court pursuant to which Ext.P11 order dated 21.06.2024 was passed by this Court appointing a new sole Arbitrator. In the meanwhile, the petitioner had approached the Commercial Court which issued interim protection as seen from Ext.P7 dated 16.03.2023, however, choosing to close the petition on 20.07.2023. It is, therefore, that the petitioner was before this Court in W.P(C) No.24021 of 2023 and the stay was granted by this Court. However, the stay was not extended beyond two weeks from 26.09.2024.

11. On the afore basis, the questions that arise for consideration are:

i. Is the petitioner entitled to maintain a writ petition under Article 226 of the Constitution of India against the order dated 20.07.2023 issued by the Commercial Court?

ii. Is the respondent justified in seeking to realize the bank guarantees furnished by the petitioner?

12. As regards the first question arising for consideration, this Court notices that the petitioner instituted the proceedings before the Commercial Court with reference to the provisions of Section 9 of the Act. The order issued as above is with reference to the power available to the court under Section 9(1)(ii) of the Act. It is the contention raised by Sri.Santharam that against an order refusing to extend the interim protection (Ext.P8 dated 20.07.2023 in W.P(C) No.7025 of 2025), the remedy available to the petitioner is under Section 37 of the Act. Section 37 of the Act reads as under:

> "**37**. **Appealable orders**. (1) Notwithstanding anything contained in any other law for the time being in force, an appeal shall lie from the following orders (and from no others) to the Court authorised by law to hear appeals from original decrees of the Court passing the order, namely:-
>
> (a) refusing to refer the parties to arbitration under Section 8;
>
> (b) granting or refusing to grant any measure under Section 9;
>
> (c) setting aside or refusing to set aside an arbitral award under Section 34."

True, an appeal against an order under Section 9 is provided under Section 37, when the order either:

(i) grants a relief under Section 9 of the Act.

(ii) refuses the reliefs under Section 9 of the Act.

In the case at hand, by the order dated 20.07.2023, the Commercial Court has not "refused" to extend the measure under Section 9 of the Act. The Commercial Court has only "closed" the petition in view of the submission made by the learned counsel for the petitioner before the court that the arbitration proceedings have already been initiated. The order at Ext.P8 cannot be considered to be one "refusing to grant" the relief under Section 9. I am of the opinion that the Commercial Court was proceeding on a wrong notion that the Arbitrator had already started to function and it is for the petitioner to seek its remedy under the provisions of Section 17 of the Act. Therefore, insofar as the order at Ext.P8, cannot be said to be one "refusing" the relief under Section 9, I am of the opinion that the same is

not appealable under the provisions of Section 37 of the Act.

13. In such circumstances, I hold that the petitioner was justified in preferring W.P(C) No.24021 of 2023 in the peculiar facts and circumstances of the case.

14. The second question arising for consideration, as noticed above, is whether the respondent authority was justified in seeking to realize the bank guarantees. True, going by the facts as noticed above, the interim protection granted by this Court was not extended beyond a period of two weeks from 26.09.2024. It is further true, as rightly contended by Sri.Santharam, the stay was "revived and extended" by this Court on two occasions. The learned counsel Sri.Santharam pointed out the afore aspect to highlight that the petitioner was not diligent enough and for their fault, the respondent authority is not to be penalized. However, this Court notices that the respondent authority is an instrumentality of the State, formed under the provisions of the Airports Authority of India Act, 1994.

In **ABL International Ltd v. Export Credit Guarantee Corporation of India Ltd. and Others [(2004) 3 SCC 553]**, the Apex Court held that "once State or an instrumentality of the State is a party to the contract, it has an obligation in law to act fairly, justly and reasonably which is the requirement of Article 14 of the Constitution of India". The contentions raised by the petitioner have to be evaluated with reference to the afore principles. This Court notices that the petitioners filed W.P(C) No.24021 of 2023 seeking to challenge the steps for encashing the bank guarantees and an order of stay was also issued. True, the stay was not extended beyond the period of two weeks from 26.09.2024. However, prior to that, the new sole Arbitrator was appointed as evidenced by Ext.P11 order dated 21.06.2024. Therefore, the respondent was aware about the appointment of the sole Arbitrator. True, they have further challenged Ext.P11 order by filing an SLP before the Apex Court, and the order of appointment as above was stayed. However, the matter is being

considered in the SLP filed as above before the Apex Court. In all fairness, the respondent authority ought to have noticed, but for the stay order by the Apex Court, the petitioner could have approached the sole Arbitrator under Section 17 of the Act.

15. In my opinion, the action of the respondent authority in seeking to encash the bank guarantee, in the afore circumstances, cannot be said to be a "fair action".

16. In this connection, the judgment of the Apex Court in **High Court Bar Association, Allahabad** (*supra*) requires to be referred to. The Apex Court, through the above judgment, was called upon to consider the question as to whether it can order automatic vacation of the interim orders granted by the High Courts on expiry of a certain period, in the light of the directions earlier issued in **Asian Resurfacing of Road Agency Private Limited and Another v. Central Bureau of Investigation [(2018) 16 SCC 299]**. The Apex Court has held as under:

"20. Elementary principles of natural justice, which are well recognised in our jurisprudence, mandate that an order of vacating interim relief or modification of the interim relief is passed only after hearing all the affected parties. An order of vacating interim relief passed without hearing the beneficiary of the order is against the basic tenets of justice. Application of mind is an essential part of any decision-making process. Therefore, without application of mind, an order of interim stay cannot be vacated only on the ground of lapse of time when the litigant is not responsible for the delay. An interim order lawfully passed by a court after hearing all contesting parties is not rendered illegal only due to the long passage of time. Moreover, the directions issued in *Asian Resurfacing* regarding automatic vacation of interim orders of stay passed by all High Courts are applicable, irrespective of the merits of individual cases. If a High Court concludes after hearing all the parties concerned that a case was made out for the grant of stay of proceedings of a civil or criminal case, the order of stay cannot stand automatically set aside on expiry of the period of six months only on the ground that the High Court could not hear the main case. If such an approach is adopted, it will be completely contrary to the concept of fairness. If an interim order is automatically vacated without any fault on the part of the litigant only because the High Court cannot hear the main case, the maxim "*actus curiae neminem gravabit*" will apply. No litigant should be allowed to suffer due to the fault of the court. If that happens. it is the bounden duty of the court to rectify its mistake."

Thus, in the case at hand also, this Court notices that the stay was extended only for a period of two weeks on 26.09.2024 since the matter was "avoided" as noticed earlier. True, the petitioner ought to have been diligent enough to seek for a posting within the afore period. However, in view of the fact that the sole Arbitrator was in the meantime appointed, which orders were stayed by the Apex Court, I am of the opinion that it cannot be taken that the petitioner was entirely responsible for the stay expiry as noticed earlier. True, in paragraph 57 of the judgment, the Apex Court, as rightly contended by Sri.Santharam has noticed that the stay "if not specified to be time bound" would remain in operation till decision of the main matter. However, the afore observations will also have to be considered along with the totality of the facts and circumstances noticed earlier, in which event, I am of the opinion that the petitioner is justified in contending that the bank guarantees ought not to have been encashed. This Court also notices the judgment of the Bombay

High Court in **Harihar Collection** (*supra*) wherein the court found that the steps taken during the pendency of the writ petition were not justified, since the matter was being considered by the court. Reference is also to be made to the judgments cited by Sri.Santharam. He relied on **Himadri Chemical Industries** (*supra*) in support of the contention that insofar as the bank guarantees were irrevocable, no injustice can be alleged, by the encashment of the same. However, in the afore judgment, the Apex Court has held as under:

> "10. The law relating to grant or refusal to grant injunction in the matter of invocation of a bank guarantee or a letter of credit is now well settled by a plethora of decisions not only of this Court but also of the different High Courts in India. In *U.P. State Sugar Corpn. v. Sumac International Ltd*. this Court considered its various earlier decisions. In this decision, the principle that has been laid down clearly on the enforcement of a bank guarantee or a letter of credit is that in respect of a bank guarantee or a letter of credit which is sought to be encashed by a beneficiary, the bank giving such a guarantee is bound to honour it as per its terms irrespective of any dispute raised by its customer. Accordingly this Court held that the courts should be slow in granting an order of injunction to restrain the realisation of such

> a bank guarantee. It has also been held by this Court in that decision that the existence of any dispute between the parties to the contract is not a ground to restrain the enforcement of bank guarantees or letters of credit. However, this a Court made two exceptions for grant of an order of injunction to restrain the enforcement of a bank guarantee or a letter of credit: (i) fraud committed in the notice of the bank which would vitiate the very foundation of guarantee; and (ii) injustice of the kind which would make it impossible for the guarantor to reimburse himself."

Thus, the question to be considered firstly is as to whether any fraud is committed while invoking the guarantee and secondly as to whether any injustice has been committed. As regards fraud, even the petitioner has no case that the encashment was fraudulent. However, the contention raised is with reference to the commission of "injustice". But for the order dated 21.06.2024 by which a new sole Arbitrator is appointed by this Court, which was stayed by the Apex Court, the petitioner could not have raised any contention with respect to "injustice". As already noticed, by virtue of the encashment of the bank guarantee in the meantime, I am of the opinion that the

petitioner is highly prejudiced. To the same effect are the judgments in **Vinitec Electronics Private Ltd.** (*supra*), **Andhra Pradesh Pollution Control Board** (*supra*) and **Standard Chartered Bank** (*supra*).

17. In the light of the afore, the question to be considered is as to the reliefs to be extended in the case at hand. As already noticed, insofar as the bank guarantees have been encashed, the prayers in W.P(C) No.24021 of 2023 do not arise for consideration, anymore.

18. At the same time, in W.P(C) No.7025 of 2025, the petitioner, apart from seeking a declaration as against the invocation of the bank guarantees has also sought for a direction to the 1st respondent therein to keep the amounts realized pursuant to the invocation of the bank guarantees in an interest-bearing fixed deposit account. This Court notices that the petitioner is not seeking for restoration of the bank guarantees, as Sri.Santhosh Mathew, the learned senior counsel, upon

instructions, has pointed out that the petitioner would be satisfied with the direction to keep the amounts in a separate fixed deposit as above. I am of the opinion that in the totality of the factual position noticed above and especially in the light of the appointment of the sole Arbitrator, pursuant to the order dated 21.06.2024 in A.R.No.139 of 2023, the sustainability of which order is now being considered by the Apex Court, the 1st respondent in W.P(C) No.7025 of 2025 is to be directed to keep the amounts realized from the invocation of two bank guarantees in an interest-bearing fixed deposit account.

Resultantly, these writ petitions are disposed of as under:

i. There will be a direction to the 1st respondent authority in W.P(C) No.7025 of 2025 to deposit the amounts realized from the invocation of the two bank guarantees in an interest-bearing fixed deposit with a Scheduled Bank.

ii. W.P(C) No.24021 of 2023 would stand closed as infructuous, in the light of the disposal of W.P(C) No.7025 of 2025 as above.

Sd/-
HARISANKAR V. MENON, JUDGE

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APPENDIX OF WP(C) 7025/2025

PETITIONERS' EXHIBITS:

EXHIBIT P-1	**A TRUE COPY OF THE BANK GUARANTEE NO.0393BGFD001720 DATED 06.08.2019 (AS RENEWED) FOR AN AMOUNT OF RS.1,29,60,406/-**
EXHIBIT P-2	**A TRUE COPY OF THE BANK GUARANTEE NO.0393BGFD007720 DATED 24.01.2020 (AS RENEWED) FOR AN AMOUNT OF RS.2,66,93,694/-**
EXHIBIT P-3	**A TRUE COPY OF THE ORDER DATED 28.06.2022 IN ARB PET NO.1 OF 2021 PASSED BY THE HON'BLE KERALA HIGH COURT**
EXHIBIT P-4	**A TRUE COPY OF THE EMAIL DATED 22.07.2022**
EXHIBIT P-5	**A TRUE COPY OF THE ARBITRATION PETITION NO. 139 OF 2023 (WITHOUT ANNEXURES) DATED 24.02.2023**
EXHIBIT P-6	**A TRUE COPY OF LETTER DATED 25.11.2022**
EXHIBIT P-7	**A TRUE COPY OF THE ORDER IN CMA (ARB) NO. 8 OF 2023 DATED 16.03.2023 PASSED BY THE COURT OF PRINCIPAL SUB JUDGE (COMMERCIAL COURT) THIRUVANANTHAPURAM**
EXHIBIT P-8	**A TRUE COPY OF THE ORDER DATED 20.07.2023 IN CMA (ARB) NO. 8 OF 2023 PASSED BY THE COURT OF PRINCIPLE COMMERCIAL JUDGE, THIRUVANANTHAPURAM**
EXHIBIT P-9	**A TRUE COPY OF THE ORDER DATED 21.07.2023 IN WP(C) NO. 24021 OF 2023 OF THIS HON'BLE COURT**
EXHIBIT P-10	**A TRUE COPY OF THE ORDER DATED 26.09.2024 IN WP(C) NO. 24021 OF 2023 OF THIS HON'BLE COURT**
EXHIBIT P-11	**A TRUE COPY OF THE ORDER IN A.R NO. 139 OF 2023 DATED 21.06.2024 PASSED BY THIS HON'BLE COURT**

EXHIBIT P-12	**A TRUE COPY OF THE ORDER IN SLP(C) DIARY NO. 47456/ 2024 DATED 05.11.2024 PASSED BY THE HON'BLE SUPREME COURT**
EXHIBIT P-13	**A TRUE COPY OF THE EMAIL SENT TO HEADQUARTERS OF 1ST RESPONDENT DATED 22.01.2025**
EXHIBIT P14	**TRUE COPY OF THE REMINDER LETTERS OF AAI FOR RENEWAL OF BANK GUARANTEE DATED 20.07.2021**
EXHIBIT P15	**TRUE COPY OF THE REMINDER LETTERS OF AAI FOR RENEWAL OF BANK GUARANTEE DATED 20.01.2022**
EXHIBIT P16	**TRUE COPIES OF THE REMINDER LETTERS OF AAI FOR RENEWAL OF BANK GUARANTEE DATED 05.01.2023**
EXHIBIT P17	**TRUE COPIES OF THE REMINDER LETTERS OF AAI FOR RENEWAL OF BANK GUARANTEE DATED 10.07.2023**
EXHIBIT P18	**TRUE COPIES OF THE REMINDER LETTERS OF AAI FOR RENEWAL OF BANK GUARANTEE DATED 16.02.2024**
EXHIBIT P19	**A TRUE COPY OF THE WRITTEN OBJECTION WITH COUNTERCLAIM OF THE 1ST RESPONDENT IN THE ARBITRATION PROCEEDINGS DATED 30.08.2016**

RESPONDENTS' EXHIBITS:

EXHIBIT-R1(A)	**TRUE COPY OF THE BANK GUARANTEE NO. 0393BGFD001720 DATED 06.08.2019 FOR RS. 1,29,60,406/- ALONG WITH THE AMENDED BANK GUARANTEE DATED 03.07.2024 FOLLOWED BY ANOTHER AMENDED BANK GUARANTEE WITH EXPIRY DATE ON 07.08.2025 WITH CLAIM EXPIRY DATE AS 07.08.2026**
EXHIBIT-R1(B)	**TRUE COPY OF THE BANK GUARANTEE NO. 0393BGFD007720 DATED 24.01.2020 FOR RS. 2,66,93,694/- ALONG WITH AMENDED BANK GUARANTEE DATED 10.01.2024 FOLLOWED BY ANOTHER AMENDED BANK GUARANTEE WITH EXPIRY DATE ON 16.02.2025 HAVING CLAIM EXPIRY DATE AS**

16.02.2026

EXHIBIT-R1(C)	**TRUE COPY OF THE PETITION CMA (ARBITRATION) NO. 8 OF 2023 FILED BEFORE THE LEARNED PRINCIPAL SUB JUDGE (COMMERCIAL COURT), THIRUVANANTHAPURAM**
EXHIBIT-R1(D)	**TRUE COPY OF THE ORDER DATED 16.03.2023 IN CMA (ARBITRATION) NO. 8 OF 2023**
EXHIBIT-R1(E)	**TRUE COPY OF THE OBJECTION DATED NIL FILED BY THE 1ST RESPONDENT HEREIN TO THE PETITION CMA (ARBITRATION) NO. 8 OF 2023**
EXHIBIT-R1(F)	**TRUE COPY OF THE ORDER DATED 20.07.2023 IN CMA (ARBITRATION) NO. 8 OF 2023 PASSED BY THE LEARNED PRINCIPAL SUB JUDGE (COMMERCIAL COURT), THIRUVANANTHAPURAM**
EXHIBIT-R1(G)	**TRUE COPY OF THE ORDER DATED 05.11.2024 PASSED BY THE HON'BLE SUPREME COURT OF INDIA IN SLP (CIVIL) DIARY NO. 47456 OF 2024 AGAINST THE ORDER DATED 21.06.2024 IN AR NO. 139 OF 2023 OF THIS HON'BLE COURT**
EXHIBIT-R1(H)	**TRUE COPY OF THE ORDER DATED 25.10.2024 PASSED BY THE HON'BLE SUPREME COURT OF INDIA IN SLP (CIVIL) DIARY NO. 47187 OF 2024 AGAINST THE ORDER DATED 21.06.2024 IN AR NO. 224 OF 2023 OF THIS HON'BLE COURT**

APPENDIX OF WP(C) 24021/2023

PETITIONER'S EXHIBITS:

EXHIBIT P1	**TRUE COPY OF THE BANK GUARANTEE NO.0393BGFD001720 DATED 06.08.2019 (AS RENEWED) FOR AN AMOUNT OF RS.1,29,60,406/-**
EXHIBIT P2	**TRUE COPY OF THE BANK GUARANTEE NO.0393BGFD007720 DATED 24.01.2020 (AS RENEWED) FOR AN AMOUNT OF RS.2,66,93,694/-**
EXHIBIT P3	**TRUE A COPY OF THE ORDER DATED 28.06.2022 IN ARB PET NO.1 OF 2021 PASSED BY THE HON'BLE KERALA HIGH COURT**
EXHIBIT P4	**TRUE COPY OF THE EMAIL DATED 22.07.2022**
EXHIBIT P5	**TRUE COPY OF THE ARBITRATION PETITION (WITHOUT ANNEXURES) DATED 24.02.2023**
EXHIBIT P6	**TRUE COPY OF LETTER DATED 25.11.2022**
EXHIBIT P7	**TRUE COPY OF THE ORDER IN CMA (ARB) NO. 8 OF 2023 DATED 16.03.2023 PASSED BY THE COURT OF PRINCIPAL SUB JUDGE (COMMERCIAL COURT) THIRUVANANTHAPURAM**
EXHIBIT P8	**A TRUE COPY OF THE ORDER DATED 20.07.2023 IN CMA (ARB) NO. 8 OF 2023 PASSED BY THE COURT OF PRINCIPLE COMMERCIAL JUDGE THIRUVANANTHAPURAM**
EXHIBIT P9	**A TRUE COPY OF THE ORDER IN A.R NO. 139 OF 2023 DATED 21.06.2024 PASSED BY THIS HON'BLE COURT**
EXHIBIT P10	**A TRUE COPY OF THE ORDER IN SLP(C) DIARY NO. 47456/ 2024 DATED 05.11.2024 PASSED BY THE HON'BLE SUPREME COURT**
EXHIBIT P11	**A TRUE COPY OF THE EMAIL DATED 22.01.2025 SENT BY THE PETITIONER TO THE RESPONDENT**

RESPONDENTS' EXHIBITS:

EXHIBIT-R1(A)	**TRUE COPY OF THE CMA(ARBITRATION) NO. 8 OF 2023 FILED BY THE PETITIONER BEFORE THE COMMERCIAL COURT, TRIVANDRUM**
EXHIBIT-R1(B)	**TRUE COPY OF THE OBJECTION FILED BY THE RESPONDENT (AAI) IN CMA(ARBITRATION) NO. 8 OF 2023**
EXHIBIT-R1(C)	**TRUE COPY OF THE ORDER DATED 20.07.2023 IN CMA (ARBITRATION) NO. 8 OF 2023 PASSED BY THE COMMERCIAL COURT, TRIVANDRUM.**
EXHIBIT-R1(D)	**TRUE COPY OF THE COUNTER AFFIDAVIT FILED ON 14.02.2024 BY THE RESPONDENT IN AR NO. 139 OF 2023**
EXHIBIT-R1(E)	**TRUE COPY OF THE COUNTER AFFIDAVIT FILED ON 15.02.2024 BY THE RESPONDENT IN AR NO. 224 OF 2023**
EXHIBIT R1(F)	**TRUE COPY OF THE BANK GUARANTEE DATED 06.08.2019 ALONG WITH THE AMENDED BANK GUARANTEE DATED 03.07.2024 ISSUED BY ICICI BANK LTD., NAVI MUMBAI - 400 020.**
EXHIBIT-R1(G)	**TRUE COPY OF THE BANK GUARANTEE DATED 24.01.2020 ALONG WITH THE AMENDED BANK GUARANTEE DATED 10.01.2024 ISSUED BY ICICI BANK LTD., NAVI MUMBAI - 400 020.**