



**A.Nos.2062 of 2025 and 6769 of 2024
in
Arb. O.P. (Com.Div.) No.591 of 2024**

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ABDUL QUDDHOSE.J.,

This Court by its order dated 28.04.2025 passed in A.No.2062 of 2025 ordered payment out of the money lying to the credit of this O.P. by permitting the applicant to furnish bank guarantee for the said sum within a period of two weeks from the date of receipt of a copy of the said order favouring the Registrar (General) of this Court. However, till date, the bank guarantee has not been furnished by the applicant.

2. An affidavit dated 18.06.2025 has been filed by the applicant, stating their inability to furnish the bank guarantee since the bank is insisting for deposit of 100% of the bank guarantee amount. In fact, while this application was taken up for consideration, this Court was prepared to hear the main O.P. for final disposal. But, only on the insistence of the applicant, since they had filed this application, this Court had passed an order dated 28.04.2025 permitting the applicant to furnish bank guarantee for obtaining payment out of the money lying to the credit of this O.P.. Only on the insistence of the applicant, and to enable the applicant to withdraw the



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money, which is lying to the credit of this O.P., an order dated 28.04.2025 came to be passed by this Court, permitting the applicant to furnish bank guarantee by way of security for withdrawing the amount lying to the credit of this O.P. The applicant, despite being unable to furnish bank guarantee and despite their undertaking to do so in the affidavit filed in support of A.No.2062 of 2025, has now come forward with a fresh affidavit dated 18.06.2025, stating that in lieu of the bank guarantee, the unconditional undertaking given by the applicant in the affidavit dated 18.06.2025, that in case if the main O.P. gets allowed in favour of the respondent, they are prepared to refund the money, may be recorded and the applicant may be permitted to withdraw the money, which is now lying to the credit of this O.P.

3. The applicant has wasted the time of this Court by filing an application in A.No.2062 of 2025 in which they had stated that they were willing to furnish bank guarantee to obtain payment out of the money deposited by the petitioner in the main O.P. to the credit of this O.P. and only on the said undertaking given by the applicant, this Court had earlier passed an order dated 28.04.2025, permitting the applicant to obtain



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payment out by furnishing bank guarantee. The applicant ought to have ascertained the factual position with the bank before filing an application seeking for payment out by furnishing bank guarantee. However, without ascertaining the same, they have filed the application and this Court had also spent considerable amount of time in dealing with A.No.2062 of 2025.

4. Being a commercial dispute, any litigation will have to be resolved / adjudicated expeditiously. In view of the attitude of the applicant in wasting the time of this Court by filing an application in A.No.2062 of 2025 and also wasting the time of the Registry and in view of the conduct of the applicant in filing a fresh affidavit without complying with the directions of this Court dated 28.04.2025, this Court eventhough is closing A.No.2062 of 2025 for non compliance of the directions of this Court dated 28.04.2025, is also imposing a cost on the applicant. The applicant is directed to pay a cost of Rs.25,000/- and the same shall be paid to the Madras High Court Legal Services Authority within a period of two weeks from the date of receipt of a copy of this order.



ABDUL QUDDHOSE.J.,

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5. Post the matter for arguments finally in the main O.P. on
24.07.2025.

19.06.2025

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