



**IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH**

COCP No. 1101 of 2025 (O&M)

Date of Decision: 30.04.2025

M/s. Three Vee Marketing Pvt. Ltd., Chandigarh
through its Director, Sh. Vivek Nijhawan

..... Petitioner

Versus

Mr. Sharad Kumar, Chairman, Chandigarh International
Airport Ltd., Chandigarh and others

..... Respondents

CORAM: HON'BLE MR. JUSTICE HARKESH MANUJA

Present: Mr. R.P.S. Bara, Advocate with
Mr. Alankar Narula, Advocate
for the petitioner.

Mr. Sanjeev Manrai, Senior Advocate, assisted by
Mr. Gaurav Goyal, Advocate
for respondent Nos. 1 to 4-Chandigarh International Airport Ltd.
alongwith Mr. Ajay Verma, CEO, CHIAL;
Mr. Surender Kumar, CEO, CHIAL;
Mr. Nimit Sharma, CS, CHIAL;
Ms. Manpreet Kaur, HOD Commercial, CHIAL; and
Mr. Hemant Kumar Sunny, Manager (Legal), CHIAL.

HARKESH MANUJA, J. (ORAL)

This Court, vide order dated 17.03.2025 while issuing notice of
motion, passed this following order:-

“ Referring to clause (b) to Section 2 of the Contempt of
Courts Act, 1971 read with Section 36 of the Arbitration and
Conciliation Act, 1996, (hereinafter referred to as ‘the Act’)
it has been inter alia submitted that the award passed by the
Arbitrator being a decree; in case of its willful non-
compliance, contempt jurisdiction can be invoked. It has
been further stated that despite specific directions being
passed against the respondent neither the bank guarantee
has been discharged and returned nor even the amount

payable under the award has been deposited, though petition under Section 34 of the Act has been preferred before the Principal Civil Court at Chandigarh. However, no interim order has been passed in favour of the respondents.

Notice of motion for 08.04.2025. ”

[2] Learned Senior Counsel appearing for respondent Nos. 1 to 4 has handed over a cheque No. 000054, dated 30.04.2025, amounting to Rs.2,40,00,000/- (Two Crores Forty Lakhs only), drawn at HDFC Bank, made in favour of the petitioner, to the learned counsel for petitioner, which has been accepted. A photocopy of the same has been retained for the purpose of record.

[3] The aforesaid amount of Rs.2,40,00,000/- is equivalent to the amount of bank guarantee to be discharged in favour of petitioner in compliance of the directions issued by the Arbitrator vide its Award dated 31.07.2023.

[4] As a matter of record, the aforementioned Award has been challenged at the instance of respondent-CHIAL while invoking Section 34 of the Arbitration and Conciliation Act, 1996 (**for short “the Act, 1996**) alongwith an application for grant of stay. The tendering of aforementioned cheque at the instance of respondent-CHIAL would be without prejudice to the rights of respondent-CHIAL in the application under Section 34 of the Act, 1996 as well as the stay application, which shall be decided on its own merits.

[5] With respect to any claim of interest / damages, if permissible under law, on the alleged delayed discharge of the amount equivalent to the bank guarantee in favour of petitioner, liberty is granted to avail remedy as

per law.

[6] **Disposed off** accordingly.

[7] Rule stands discharged.

[8] Pending miscellaneous application(s), if any, shall also stand disposed off.

April 30, 2025
'dk kamra'

(HARKESH MANUJA)
JUDGE

<i>Whether Speaking/reasoned</i>	<i>Yes/No</i>
<i>Whether Reportable</i>	<i>Yes/No</i>