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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **OMP (ENF.) (COMM.) 12/2022**

DINESHCHANDRA R AGRAWAL

INFRACON PVT. LTD.

.....Decree Holder

Through: **Mr. M.K. Ghosh & Mr. Sandeep Kumar, Advocate.**

versus

PAWAN HANS LIMITED (FORMERLY PAWAN

HANS HELICOPTERS LTD.)

.....Judgement Debtor

Through: **Mr. Puneet Taneja, Senior Advocate with Mr. Anil Kumar, Mr. Amit Yadav & Mr. Manmohan Singh Narula, Advocates.**

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

% **01.09.2025**

1. *Vide* order dated 6th March, 2024, the decree holder was granted permission to withdraw the amount deposited by the judgment debtor subject to filing of a bank guarantee.
2. Counsel appearing on behalf of the decree holder submits that the amount deposited by the judgment debtor has been withdrawn after furnishing a bank guarantee.
3. Counsel for the decree holder submits that there is a shortfall of about ₹70 Lakhs in the amount deposited by the judgment debtor.
4. This contention is disputed by counsel for the judgment debtor.
5. Be that as it may, since the determination of the aforesaid amount is



pending before the Court in OMP(COMM) 472/2019, the petition filed by the judgment debtor under Section 34 of the Arbitration and Conciliation Act, 1996, there is no necessity to keep the present petition pending.

6. The same is disposed of with liberty to the decree holder to revive the same after OMP(COMM) 472/2019 is decided by the Court.

7. The Bank Guarantee filed on behalf of the decree holder shall be kept alive during the pendency of Section 34 petition, i.e., OMP(COMM) 472/2019.

AMIT BANSAL, J

SEPTEMBER 1, 2025

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