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

+ **O.M.P.(I) (COMM.) 101/2025**

VOLTAS LTD

.....Petitioner

Through: Mr. Ankur Sood, Ms. Romila Mandal
and Mr. Dhaman Trivedi, Advocates.

versus

**NTPC BHEL POWER PROJECTS
PRIVATE LIMITED**

.....Respondent

Through: None.

**CORAM:
HON'BLE MS. JUSTICE JYOTI SINGH**

**ORDER
27.03.2025**

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I.A. 7973/2025

1. Allowed, subject to all just exceptions.
2. Application stands disposed of.

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3. This petition is preferred on behalf of the Petitioner under Section 9 of Arbitration and Conciliation Act, 1996 for a direction restraining the Respondent from encashing Bank Guarantee No.0999510BG0000944 dated 13.04.2010 for an amount of Rs.7,34,675/- issued by State Bank of India, Corporate Accounts Group, Ballard Estate, Mumbai and Bank Guarantee No. 0999511BG0001677 dated 19.07.2011 for an amount of Rs.50,37,215/- issued by State Bank of India, Corporate Accounts Group, Ballard Estate, Mumbai.

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4. At the outset, it is fairly conceded by learned counsel for the Petitioner that so far the aforesaid two Bank Guarantees have not been invoked by the Respondent and there is no communication to the concerned bank to honour and encash the same. In light of this, in my view, this petition is premature.

5. Learned counsel for the Petitioner, on instructions, seeks to withdraw the petition with liberty to approach the Court as and when the cause of action arises.

6. Petition is disposed of as withdrawn, with liberty as prayed for, in accordance with law. It is made clear that this Court has not expressed any opinion on the merits of the case and/or the law pertaining to restraint against unconditional Bank Guarantees.

JYOTI SINGH, J

MARCH 27, 2025

B.S. Rohella

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