



\$~75

*

IN THE HIGH COURT OF DELHI AT NEW DELHI

+

O.M.P.(I) (COMM.) 331/2025

ENGINEERING PROJECTS (INDIA) LIMITEDPetitioner

Through: Mr. Uttam Datt Sr Adv. with Ms
Sonakshi Singh Adv., Mr Kumar Bhaskar Adv.,
Mr Naman Kumar, Adv.

versus

SOUTHERN RAILWAY & ANR.Respondents

Through: Mr. Premtosh K. Mishra CGSC with
Mr. Siddharth Bajaj, Mr. Prarabdh Tiwari, Advs.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

15.10.2025

%

1. This is a petition filed under Section 9 of the Arbitration and Conciliation Act, 1996 seeking the following reliefs:-

“a) Issue ex-parte ad interim stay on the operation of the termination letter dated 12.08.2025 issued by the Respondent No. 1 to the Petitioner; AND/OR

b) Issue ex-parte ad interim stay to Restrain Respondent No. 1 to invoke/encash Bank Guarantee bearing No. IOB/LGI/040871122000053 dated 06.10.2022 for Rs. 9,87,97,388/- (Rupees Nine Crores Eighty Seven Lakhs Ninety Seven Thousand Three Hundred Eighty Eight Only) valid till 31.12.2027 with claim period up to 31.12.2027; AND/OR

c) Issue ex-parte ad interim stay to Restrain Respondent No. 1 to invoke/encash Bank Guarantee bearing No. IOB/LGI/040871223000017 dated 23.03.2023 for Rs. 18,11,28,544/- (Rupees Eighteen Crores Eleven Lakhs Twenty Eight Thousand Five Hundred Forty Four only) valid till



26.06.2026 with claim period up to 26.06.2026; AND/OR

d) Issue ex-parte ad interim stay to Restrain Respondent No. 1 to invoke/encash Bank Guarantee bearing No. IOB/LGI/040871124000031 dated 07.06.2024 for Rs. 3,29,32,463 (Rupees Three Crores Twenty Nine Lakhs Thirty Two Thousand Four Hundred Sixty Three Only) valid till 31.01.2026 with claim period up to 31.01.2026; AND/OR

e) Direct the Respondent No. 2 from acting upon any invocation request received from the Respondent No 1 for encashment of the Bank Guarantee(s) mentioned at prayer clause (b), (c) & (d) and thereby restraining Respondent No 2 from releasing the sums in favour of the Respondent No. 1 under the said BGs.

. ”

2. On 12.08.2025, the respondent No.1 had issued letters to the respondent No.2 seeking to encash the 3 Bank Guarantees in question.
3. Mr. Mishra, learned CGSC for respondent No.1 states that the respondent is withdrawing the said letters.
4. Since the letters have been withdrawn, the petition has become infructuous and is disposed of.
5. The parties are free to avail their legal rights as and when they arise.

JASMEET SINGH, J

OCTOBER 15, 2025/AS