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

+ **O.M.P.(I) (COMM.) 398/2025 & I.A. 23915/2025**

M/S SR 39 ENGINEERS PVT LTD

.....Petitioner

Through: Mr. Avinash Trivedi and Mr. Rahul Aggarwal, Advocates.

versus

M/S HINDUSTAN PREFAB LIMITED & ANR.Respondents

Through: Mr. Varun Nischal Advocate with Mr. Mukesh Kumar, Legal Incharge HPL.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

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23.09.2025

I.A. 23916/2025 (Exemption)

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

O.M.P.(I) (COMM.) 398/2025 & I.A. 23915/2025

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

“a) Pass an order thereby restraining the Respondents not to take any coercive action against the Petitioner for the subject work awarded vide letter of award dated 06.07.2016; And/Or;

b) Pass an ex-parte order thereby directing the respondent no. 1 & 2 to not to encash the bank guarantees bearing no. 003GT02182540004 for Rs. 71,60,743/- (submitted in lieu of performance guarantee) dated 11.09.2018 issued by HDFC Bank, Harsha Bhavan, CP and BG No. 003GT02181780014 for Rs. 13,56,000/-(submitted in lieu of security deposit) dated 27.06.2018 issued by HDFC Bank, Harsha Bhavan, CP; And/Or;



c) Pass an order thereby directing the Respondent to release the bank guarantees bearing no. 003GT02182540004 for Rs. 71,60,743/- (submitted in lieu of performance guarantee) dated 11.09.2018 issued by HDFC Bank, Harsha Bhavan, CP and BG No. 003GT02181780014 for Rs. 13,56,000/-(submitted in lieu of security deposit) dated 27.06.2018 issued by HDFC Bank, Harsha Bhavan, CP; And/Or;

d) Pass an order thereby directing the respondent no. 1 & 2 to pay to the petitioner its contractual dues in terms of the contract and not to forfeit/withheld any amount due and payable to the petitioner without following the due process of law and natural justice And/or;

e) Pass any other and further order(s) as are deemed fit and proper in the facts and circumstances of the case and to meet the end of justice in favour of the petitioner and against the Respondent.”

4. Mr. Avinash Trivedi, learned counsel for the Petitioner, at the outset draws the attention of the Court to letter dated 09.09.2025 written by Respondent No. 1 to the Chief Manager, HDFC Bank Ltd., Connaught Place stating that in case the Petitioner did not extend the validity of the Bank Guarantee bearing No. 003GT02182540004 dated 11.09.2018 for a sum of Rs.71,60,743/- upto 31.03.2026, the same shall be invoked and encashed and submits that Petitioner is willing to renew the Bank Guarantee upto 31.03.2026 in consonance with the said letter dated 09.09.2025 and thus Respondent No. 1 be restrained from invoking/encashing the Bank Guarantee.

5. Learned counsel for Respondent No. 1, appearing on advance copy of the petition, on instructions, submits that if the Bank Guarantee is renewed upto 31.03.2026, the same will not be invoked or encashed unless other circumstances arise requiring the invocation/encashment of the Bank Guarantee.

6. This petition is accordingly disposed of taking the undertaking of the Petitioner on record that the aforementioned Bank Guarantee will be renewed and kept valid till 31.03.2026 as also taking on record the assurance



of Respondent No.1 that if the Bank Guarantee is renewed till 31.03.2026, the same shall not be invoked or encashed. Needless to state that if the circumstances changed and Respondent No.1 requires to encash the Bank Guarantee, due notice shall be given to the Petitioner, before taking any action.

7. Pending application stands disposed of.

JYOTI SINGH, J

SEPTEMBER 23, 2025/RW