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IN THE HIGH COURT OF DELHI AT NEW DELHI

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O.M.P.(I) (COMM.) 473/2025

MTS MINERALS PRIVATE LIMITED

.....Petitioner

Through: Mr. Mp Sahay, Mr. Lalit Baid, Mr. Sidhartha Das, Mr. Kartik Jindal, Ms. Yaman Verma, Ms. Chitra Chanda, Mr. Kartik Virmani, Advs.

versus

OFB TECH PRIVATE LIMITED & ANR.

.....Respondents

Through: Mr. Sameer Abhyankar, Mr. Aryan Srivastava, Mr. Krishna Rastogi, Ms. Arushi Chopra, Advs.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

14.11.2025

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1. This is a petition filed under Section 9 seeking the following reliefs against the respondents:

a) An order of injunction restraining the respondent no.1 from obtaining any payment with respect to bank guarantee being no.02938GOPG2507001 dated 12.03.2025 drawn on the respondent no.2 bank till the completion of arbitral proceeding initiated pursuant to arbitration clause contained in the said contract;

b) An order of injunction restraining the respondent no.2 from making payment in respect of bank guarantee being no.02938GOPG2507001 dated 12.03.2025 drawn on the



respondent no.2 Bank in favour of respondent no.1 till completion of the arbitral proceeding initiated pursuant to arbitration clause contained in the said contract;

- c) In the alternative and in the event if the prayers (a) and (b) are not granted, an order directing the respondent no.1 to furnish before this Hon'ble Court an irrevocable bank guarantee in favour of the petitioner for a sum of Rs.12,50,000,00/- till completion of arbitral proceeding initiated pursuant to arbitration clause contained in the 'Said Contract';*
- d) Ad-interim order in terms of prayer (a), (b) and (c) above;*
- e) Cost of and/or incidental be borne by the respondent no.1;*
- f) Such other and/or further order or orders be passed, direction or directions be given as this Hon'ble Court may deem fit and proper;*

2. Mr. Abhyankar, learned counsel for the respondents, appears on advance notice and states that petition has become infructuous as the bank guarantee has already been encashed and the amounts have already been received by the respondents.
3. For the said reasons, since the prayer cannot be granted, the petition has become infructuous and disposed of granting liberty to the petitioner to agitate all issues before the Arbitral Tribunal, as and when constituted.

JASMEET SINGH, J

NOVEMBER 14, 2025/sp