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

+ W.P.(C) 17579/2024 and CM APPLs.22819/2025, 33867/2025,
41580/2025

INDU PROJECT LIMITED & ANR.

.....Petitioners

Through: Mr. Ashish Dholakia, Sr. Adv., Mr.
Salil Sinha, Mr. Vipul Kr. Sharma,
Mr. Kushal, Ms. Stuti Jain, Adv.

versus

NBCC INDIA LIMITED

.....Respondent

Through: Mr. Vivek Sood, Sr. Adv., Mr. Anish
Chawla, Mr. Nishant Pandit, Law
Officer and Ms. Medhavi Judevi,
Adv.

CORAM:

HON'BLE MR. JUSTICE SACHIN DATTA

ORDER

% **15.12.2025**

1. The present petition has been filed by the petitioner seeking issuance of appropriate directions to the respondent for issuance of a completion certificate in respect of the work performed pursuant to agreement dated 07.11.2013, pertaining to the 'Re-development of Kidwai Nagar (East), Construction of Type II and Type III quarters along with the other allied services (Package-III) (Project)'.
2. The agreement between the parties was executed pursuant to a Letter of Award (LOA) No. NBCC/SBG (EKN)2013/361 dated 25.10.2013.
3. It is the case of the petitioner that the work in question has been duly completed, which is evident from the fact that the respondent has released the petitioner's performance bank guarantee/s and the security deposit to petitioner no.2 (except to the extent of Rs.4 Crores, retained on account of



the claims of certain unpaid vendor/s and on account of alleged shortcomings in the work). It is further submitted that the project was handed over to the respondent on 30.11.2020.

4. It is pointed out that the defect liability period also stands concluded in terms of Clause 39 of the General Conditions of Contract (GCC).

5. It is submitted that the petitioners are not disputing the retention of the aforesaid amount of Rs.4 Crores. It is submitted that the financial claims of the petitioners are subject matter of other proceedings pending between the parties. However, it is contended that since the work stands completed and possession has been handed over, there exists no impediment to issuance of the completion certificate.

6. Considering that the work in question has been handed over to the respondent, as far back as on 30.11.2020 and considering that the respondent has already released the petitioner's performance guarantees (except to the extent retained), *prima facie*, there appears no impediment in issuance of a completion certificate to the petitioners. In the circumstances, let requisite steps be taken by the respondent in this regard, and the exercise be concluded within a period of eight weeks from today.

7. Needless to say, the aforesaid shall have no bearing on the respective rights / stand of the parties in the other pending litigation.

8. Learned counsel for the petitioner submits that since the bulk of the work was performed by the petitioner no.2, in terms of communication/s addressed by the Chief General Manager, Engg. to M/s. Indu Projects Limited, the completion certificate be issued in the name of petitioner no.2.

9. Learned senior counsel for the respondent submits that the respondent's privity of contract is only with the petitioner no.1 and the work



was only allowed to be sub-let to the petitioner no.2; as such, the completion certificate shall be issued to the concerned entity which is entitled to the same in terms of the contractual provisions. The said statement is taken on record.

10. Needless to say, in case the certificate is issued in favour of petitioner no.1, the same will also enure to the benefit of petitioner no.2 to the extent that the work has been stated to have been duly sublet to the petitioner no.2.

11. The petition is disposed of in the above terms. Pending applications also stand disposed of.

SACHIN DATTA, J

DECEMBER 15, 2025/cl