IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

INTERIM APPLICATION NO.4990 OF 2026
IN
COMMERCIAL ARBITRATION PETITION NO.65 OF 2022

Maharashtra State Electricity Distribution Co.Ltd. ... Applicant

versus

Ashoka Buildcon Limited ... Respondent

Mr.Soham Bhalerao i/by DSK Legal for Applicant.

Mr.Sriraj G.Menon for Respondent.

CORAM : AARTI SATHE, J.

DATE : 1st October 2026

P.C.

1. This Interim Application has been filed praying for the following reliefs:

> "a. That the Hon'ble Court may be pleased to grant an exemption of 101 days to the Applicant for depositing the Bank Guarantee amounting to Rs. 7,00,00,000 arising out of the consent order dated 19.12.2023 in the subject matter before this Hon'ble Court;
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> b. For such other reliefs as this Hon'ble Court may deem fit and proper."

2. The Applicant has preferred this application primarily seeking exemption for a period of 101 days in depositing renewed bank guarantee amounting to Rs.7,00,00,000/- in continuation of the bank guarantee no.0055, dated 17th January 2024 of the same amount arising out of consent order dated 19th December 2023 passed in Commercial Arbitration Petition No.65 of 2022. By way of aforesaid order dated 19th December 2023 passed in Commercial Arbitration Petition No.65 of 2022, the Applicant was directed to deposit an

amount of Rs.11,45,87,070/- only by way of furnishing a bank guarantee in favour and to the satisfaction of the Prothonotary & Senior Master of this Court with direction to the Respondent to keep the bank guarantee alive till disposal of the Commercial Arbitration Petition filed by the Applicant. The State Bank of India (`SBI'), therefore, in the format provided by the Applicant agreed to give the bank guarantee in favour of Prothonotary & Senior Master of this Court on behalf of the Applicant for a sum of Rs.7,00,00,000/- only out of Rs.17,18,80,605/-. The aforesaid bank guarantee no.0055 of Rs.7,00,00,000/- was valid from 17th January 2024 to 16th January 2026.

3. Considering that Commercial Arbitration Petition was pending and in compliance of the order dated 19th December 2023, and further with a view to extend the said bank guarantee for two years more from 16th January 2026, the Applicant approached SBI on 29th December 2025 and sought extension of said bank guarantee for two years from 17th January 2026 to 16th January 2028. However, the SBI refused to extend the aforesaid bank guarantee as per the original format as approved by the Prothonotary & Senior Master of this Court, and inclusion of certain clauses which were deemed unacceptable by the Taxing Master. The Applicant contended before the SBI that original bank guarantee No.0055 was already in the format approved by the Prothonotary & Senior Master of this Court and Applicant was only seeking extension but the same was still refused by SBI.

4. The Applicant also approached Canara Bank for issuance of a fresh bank guarantee and Canara Bank issued bank guarantee No.1701 for

Rs.7,00,00,000/- as per the format accepted by Prothonotary & Senior Master. However, Canara Bank issued the said bank guarantee on 28th April 2026 and in view of the aforesaid, there is a delay of 101 days from the expiry of bank guarantee no.0055 issued by SBI. The Taxing Master vide order dated 6th May 2026 directed the Applicant to obtain corrected bank guarantee being renewed from the date of earlier bank guarantee i.e. dated 17th January 2026.

5. Considering the aforesaid facts and as the Applicant was in process of renewing the bank guarantee and only on account of format being not approved by the relevant bank, this Court is of the view that in these facts, the delay of 101 days in providing the bank guarantee from 17th January 2026 (expiry date of bank guarantee no.0055) till 28th April 2026 (date of issuance of new bank guarantee no.170) can be condoned. Learned counsel for the Respondent has no objection to the aforesaid extension.

6. Accordingly considering the facts of the case and averments made in the Interim Application, the Interim Application is allowed and disposed of in terms of prayer clause (a). No costs.

7. It is directed that the learned Prothonotary & Senior Master of this Court shall take on record the renewed bank guarantee No.1701, dated 28th April 2026 for Rs.7,00,00,000/- issued by Canara Bank in compliance of order dated 19th December 2023 passed in Commercial Arbitration Petition No.65 of 2022.

(AARTI SATHE, J.)