



WEB COPY

WP No. 12337 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 27-03-2026

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THE HON'BLE MR JUSTICE M.DHANDAPANI

WP No. 12337 of 2026

AND

WMP NO. 13471 OF 2026, WMP NO. 13470 OF 2026

Enerture Technologies Private Limited
Rep. Through it Authorised Representative Prince
Kumar
Having its registered Address at
1784, 2nd Floor, sector-45 Gurugram, Haryana
122001.

Also at
Plot No.70 Phase IV, Udyog Vihar
Sector 18, Gurugram, Haryana

..Petitioner(s)

Vs

1. Nlc India Limited
Office at No.135 EVR Periyar High Road
Kilpauk, Chennai 6000010
Tamil Nadu, India.
2. The Branch Manager
State Bank of India
SME Branch 3/8
Asaf Ali Road, Daryaganj, New Delhi 2.
3. HDFC Bank Limited
Bhawna Plaza, Agra

..Respondent(s)

Prayer: Writ Petition is filed under Article 226 of the Constitution of India praying for issuance of writ of Certiorarified Mandamus to call for the entire records in pursuant to the Impugned Show cause notice vide Lr.No. CO CONTS/0001R/SPP/RT/e-contrs/2024 dated 11.02.2026 issued by the respondent and quash the same and consequently direct the respondents No.1 to 3 to refund the amount encashed under the Bank Guarantee to the Petitioner and pass.



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For Petitioner(s):

Mr.A.Deivasigamani

For Respondent(s):

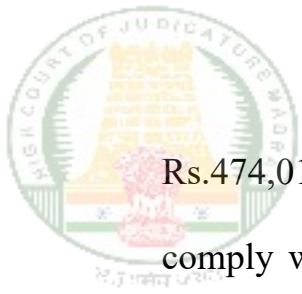
Mr.Harishankar for R1

Mr.C.Mohan and Ms.A.Rexy Josephine Mary for
M/s.King and Partridge for R3

Order

Challenge in this writ petition is to the impugned show cause notice dated 11.02.2026 issued by the 1st respondent and for a consequential direction to the respondents 1 to 3 to refund the amount encashed under the Bank Guarantee to the petitioner.

2. The case of the petitioner is that it is a Private Limited Company engaged in the business of providing end to end solar solutions, helps individual businesses and organisations to utilise as solar energy as solar power, which is an effective cost viable solution. The 1st respondent had issued a tender notification dated 01.01.2024 for setting up of 100 MW ISTS connected solar power project on PAN India basis with Operation and Maintenance for 3 years. The petitioner entered into a Joint Venture Agreement with two other parties for the purpose of undertaking the project through the 1st respondent on the terms and conditions stated therein. Pursuant to the JV Agreement, the petitioner applied for the tender and submitted the bid. The petitioner along with its joint venture consortium partners emerged as a successful bidder in the process and awarded with the contract by the 1st respondent for a total contract price of



Rs.474,01,14,361.00. The petitioner also furnished the bank guarantee to comply with the obligations set forth in the contract, but due to the delay in acceptance of bank guarantees by the 1st respondent, the contract was executed only on 01.10.2024. According to the petitioner, the delay in execution of the contract postponed operationalisation of payment terms and release of mobilisation advances, thereby adversely impacting the petitioner's cash flows and its ability to mobilise resources. However, the 1st respondent issued the impugned show cause notice dated 11.02.2026, alleging slow progress and directing acceleration of works, for which the petitioner submitted a detailed reply dated 10.03.2026. Without considering the reply, the 1st respondent during the pendency of the dispute and without any determination of breach, proceeded to invoke and encash the bank guarantee in lieu of the alleged material breach of the contract, which the 1st respondent claims against the petitioner without giving any opportunity to personal hearing to the petitioner. Hence, challenging the impugned notice dated 11.02.2026, the petitioner has filed the instant writ petition.

3. The learned counsel appearing for the petitioner would submit that it would suffice, if the 1st respondent is directed to consider the reply dated 10.03.2026 by providing opportunity of personal hearing and pass appropriate orders and till such time, the contract may not be terminated.



4. The learned counsel appearing for the respondents has no objection for such an order being passed by this Court.

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5. Heard the learned counsel appearing for the petitioner and learned counsel appearing for the respondents.

6. In view of the limited request made by the learned counsel appearing for the petitioner, this Court, without going into the merits of the case, directs the first respondent to consider the petitioner's reply dated 10.03.2026 and pass appropriate orders in accordance with law, after providing an opportunity of personal hearing to the petitioner within a period of six weeks from the date of receipt of a copy of this order and till such time, no coercive steps shall be taken against the petitioner in respect of the contract in question.

7. With the above direction, this Writ Petition is disposed of. There shall be no order as to costs. Consequently connected miscellaneous petitions are closed.

27-03-2026

Index: Yes/No
Speaking/Non-speaking order
Neutral Citation: Yes/No

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To

1. NLC India Limited
Office at No.135 EVR Periyar High Road
Kilpauk, Chennai 6000010
Tamil Nadu, India.

2. The Branch Manager
State Bank of India
SME Branch 3/8
Asaf Ali Road, Daryaganj, New Delhi 2.

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M.DHANDAPANI J.

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