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

+ **W.P.(C) 4336/2026**

M/S MADHAV CONSTRUCTION

.....Petitioner

Through: Ms. Priyanka Jain, Advocate.

versus

NBCC INDIA LIMITED AND ANR

.....Respondents

Through: Mr. Amit Kumar, Mr. Shashikant and
Mr. Ashsish, Advs. for R-1.
Mr. Santosh Kumar Rout, SC for R-2.

CORAM:

HON'BLE MR. JUSTICE PURUSHAINDR KUMAR KAURAV

ORDER

% **02.04.2026**

CM APPL. 21115/2026 (EXEMPTION)

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

W.P.(C) 4336/2026 and CM APPL. 21116/2026

3. The instant petition is for the following reliefs:

“(a) Issue a writ of certiorari quashing the Show Cause Notice dated 29.12.2025 issued by Respondent no 01 ;

(b) Issue a writ of mandamus directing the Respondent no 01 to forthwith release/return the Earnest Money Deposit of ₹37,00,000/- furnished by the Petitioner by way of Bank Guarantee;

(c) Restrain the Respondent no. 1 from invoking or encashing the said Bank Guarantee in any manner;

(d) Issue direction to Respondent No.2 – State Bank of India, Station Road, Laheriasarai, District Darbhanga, Bihar – not to honour or act upon any request for invocation or encashment of the said Bank Guarantee submitted by NBCC (India) Ltd., during the pendency of the present proceedings;



(e) Pass such other and further orders as this Hon'ble Court may deem fit and proper in the facts and circumstances of the case."

4. The petitioner – contractor and respondent no. 2 – bank both are from Bihar.

5. It appears that pursuant to the notice inviting tender dated 01.09.2025 issued by the National Buildings Construction Corporation Limited (NBCC) for de-silting work in Bokaro Steel City, Jharkhand, the petitioner had submitted its bid. The show cause notice dated 29.12.2025 has been issued by the NBCC citing the violation of the integrity pact and the affidavit submitted by the petitioner.

6. The petitioner seems to have approached this Court merely on the ground that the respondent - NBCC is in Delhi. The *situs* of the parties should not be a sole factor to determine the territorial jurisdiction. In the instant case except the office of NBCC is in Delhi, no material integral or essential part of cause of action has arisen. The Supreme Court in the case of ***Kusum Ingots & Alloys Ltd. v. Union of India and Anr., (2004) 6 SCC 254*** has held as under:

"Forum conveniens

30. We must, however, remind ourselves that even if a small part of cause of action arises within the territorial jurisdiction of the High Court, the same by itself may not be considered to be a determinative factor compelling the High Court to decide the matter on merit. In appropriate cases, the Court may refuse to exercise its discretionary jurisdiction by invoking the doctrine of forum conveniens. [See Bhagat Singh Bugga v. Dewan Jagbir Sawhney [AIR 1941 Cal 670 : ILR (1941) 1 Cal 490] , Madanlal Jalan v. Madanlal [(1945) 49 CWN 357 : AIR 1949 Cal 495] , Bharat Coking Coal Ltd. v. Jharia Talkies & Cold Storage (P) Ltd. [1997 CWN 122] , S.S. Jain & Co. v. Union of India [(1994) 1 CHN 445] and New Horizons Ltd. v. Union of India [AIR 1994 Del 126] .]"

7. In view of the aforesaid, the Court finds that the petitioner will have



to approach the jurisdictional High Court where the material, essential and integral cause of action has arisen.

8. The liberty to approach the jurisdictional High Court stands granted.
9. The instant petition stands dismissed while invoking the doctrine of forum conveniens. Pending application also stands disposed of.
10. All rights and contentions of the parties are left open.

PURUSHAINDR KUMAR KAURAV, J

APRIL 2, 2026/Sh