

**Court No. - 1**

**Case :-** MISC. BENCH No. - 13782 of 2020

**Petitioner :-** M/S Cg Power & Industrial Solutions Ltd. Thru.  
Poa Holder

**Respondent :-** U.P. Power Transmission Corporation Ltd. Thru.  
M.D. & Ors.

**Counsel for Petitioner :-** Atma Ram Mishra, Samanvya Dhar  
Dwivedi

**Counsel for Respondent :-** Puneet Chandra, Illegible

**Hon'ble Pankaj Kumar Jaiswal, J.**

**Hon'ble Dinesh Kumar Singh, J.**

1. When the matter was taken up through Video-Conferencing today, Shri Sudeep Seth, learned Senior Advocate assisted by Shri Samanvya Dhar Dwivedi, learned counsel for the petitioner and Shri Shishir Prakash and Shri Romit Seth, learned counsel for the respondent nos.1 and 2 appeared.
2. By this writ petition, the petitioner is praying for discharge of bank guarantee on the basis of Annexure No.2 to this writ petition, i.e., order passed by the Coordinate Division Bench of this Court on 24.2.2020 in Writ Petition No.125 of 2019; *Cg Power & Industrial Solutions Ltd. Vs. U.P. Power Transmission Corporation Ltd.*
3. Learned counsel for the petitioner submits that writ petition regarding imposition of 1% Cess on the writ petitioner has been allowed, therefore, the letter, by which Bank has directed the petitioner to extend the period of Bank Guarantee, is incorrect.
4. Per contra, learned counsel for respondent nos.1 and 2 has submitted that against the aforesaid order dated

24.2.2020 (supra), an SLP is pending before the Hon'ble Supreme Court and till today it has yet not been decided, therefore, the action of the Bank is just and proper.

5. It is not disputed by the learned counsel for the parties that there is an arbitration clause and, therefore, in case the petitioner is aggrieved by the aforesaid action of the Bank, he can take recourse as available to him under Section 9 of the Arbitration and Conciliation Act, 1996.
6. As the SLP is still pending before the Hon'ble Supreme Court, therefore, at this stage, we are not inclined to issue or grant any interim relief in favour of the petitioner.
7. However, in case the petitioner fails to extend Bank guarantee within a statutory time period, as provided in the Bank guarantee, the respondent nos.1 and 2 may proceed in pursuance to the impugned letter issued by the Bank.
8. With the aforesaid, this writ petition is dismissed.

**Order Date :- 27.8.2020**

Arnima