



HIGH COURT OF CHHATTISGARH AT BILASPUR

W.P.(C) No.6246 of 2009

PETITIONER:

National Projects Construction Corporation Limited through: Project Manager, Shabbir Ahmed, S/o Mukhtar Ahmed, aged about 55 years, Office - Unit Office NPCC, NTPC Sipat Project Bilaspur (CG)

-Versus-

RESPONDENTS:

1. National Thermal Power Limited Sipat Bilaspur, through: General Manager (In-charge) NTPC Limited, Sipat Bilaspur (CG)
2. Allahabad Bank, through: its senior Manager (Advance) 2 Netaji Subhash Road, Kolkata 70,000 (West Bengal)
3. Government of India, through Secretary of Heavy Industries & Public Enterprises Department of Public Enterprises, Lok Udyog Bhawan, CGO Complex, Bl. No.14, Lodhi Road, New Delhi.

Single Bench: Hon'ble Shri Dhirendra Mishra, J.

30-10-2009:-

Smt. Hamida Siddique, counsel for the petitioner.
Shri Prashant Mishra, Sr. Advocate with Shri Shashank Thakur, Advocate for respondent No.1.
Smt. Fouzia Mirza, Assistant Solicitor General with Shri Kasif Shakeel, Central Govt. Counsel for respondent No.3.

Heard.

Parties to this writ petition are Government of India undertaking.

The petitioner has filed this petition and prayed for the reliefs mentioned in para-10 of the writ petition.





Learned counsel for the petitioner submitted that as per the agreement between the parties, the dispute is to be adjudicated by the Permanent Machinery of Arbitration (PMA) and the petitioner has already approached the said committee, however, the respondents are contemplating to encash the bank guarantee furnished by the petitioner in lieu of security deposit for due performance of the contract. The period of bank guarantee is going to be expired on 30th October, 2009. The petitioner has already applied for renewal of the bank guarantee in favour of the respondents for a further period of six months and the petitioner undertakes to extend the bank guarantee for another six months after expiry of six months period.

Shri Prashant Mishra, learned senior counsel appearing for NTPC submitted that respondent No.1 has already requested the bank which has issued bank guarantee on behalf of the petitioner that the contractor has been advised to extend bank guarantee for a period up to 30th October, 2010 and in case, the contractor agrees to extend the bank guarantee and complies with the same, this claim may be treated as withdrawn. He further submitted that if the petitioner has already renewed the bank guarantee for a further period of six months, the same shall not be encashed till the extended validity of the bank guarantee.

From perusal of pleadings in the petition and the documents annexed therewith, it is clear that the dispute between the two public sector undertakings is to be adjudicated by the PMA. The petitioner has already approached the PMA for resolution of the dispute.

In view of the submissions made by learned counsel for the parties, nothing survives in this petition and the petition is disposed of.

Sd/-
Dhirendra Mishra
Judge