

HIGH COURT OF CHHATTISGARH AT BILASPUR**WPC No. 1104 of 2022**

1. Prasad And Company (Project Work) Private Limited Private Limited (Formerly Known As Prasad And Company (Project Works) Ltd.) Having Registered Office - 6-3-871/3, 'Snehlata' Greenlands Road, Begumpet, Hyderabad- 500016 (Telangana) Through - Its Authorised Person Mr. R. Venkata Rayudu, Project Manager And General Power Of Attorney Holder (Petitioner No.2 Herein).
2. Mr. R. Venkata Rayudu S/o Late R. Satyanarayana Aged About 46 Years Project Manager And General Power Of Attorney Holder Of The Petitioner Company, Resident Of 7-1-414/55, Srinivasa Colony East, S.R. Nagar Post, Hyderabad, Telangana- 500038.

---- Petitioners**Versus**

M/s Hindustan Steel Works Construction Limited (A Central Public Sector Unit) Through Its Authorized Representative/managing Director, Having Its Registered Office -At P-34-A, Gariahat Road, (South), Kolkata - 700031. Branch/ Regional Officer- At Nirman Bhawan, Sector 3, Bhilai Chhattisgarh

---- Respondent

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| For Petitioners | : | Mr. B.P. Sharma, Advocate with Mr. Hari Agrawal, Advocate |
| For Respondent | : | Mr. N. Naha Roy, Advocate |

Hon'ble Mr. Justice P. Sam Koshy**Order on Board****28/02/2022**

1. The issue involved in the present writ petition is the bank guarantee which the petitioners have submitted as security to the respondent against the contract, which was awarded to the petitioners.
2. The petitioners seem to have undertaken two contracts with the respondent and the bank guarantee against both the contracts stands executed in favour of the respondent, which till date is valid. The petition has now been filed by the petitioners when the demand has been raised by the respondent for renewal of the bank guarantee again at the same

time withholding of the payment. The contention of the learned counsel for the petitioners is that the work already has been completed long back and there is no dispute as such and therefore there is no reason why the respondent refused for renewal of the bank guarantee rather they should release the same.

3. Learned counsel for the respondent submits that so far as the instructions he has received, there were two contracts, which were awarded to the petitioners of which one of the contracts has been successfully completed by the petitioners, whereas the other contract was not concluded and as such there is certain settlement of payments yet to be made between the parties in terms of the contract entered into. That, it is for this reason the Department has been insisting upon the petitioners for renewal of the bank guarantee time and again.
4. At this juncture learned counsel for the petitioners submits that as of now their grievance would be redressed if the writ petition is disposed of permitting them to approach the respondents, who in turn may take a decision on the representation that the petitioners have made. In addition, they may be permitted to make a fresh detailed representation as well.
5. To this proposal the respondent counsel does not oppose and submits that the representation shall be decided strictly in accordance with the contract entered into between the parties at the earliest and the authority shall try to resolve the dispute as early as possible.
6. Given the said submissions by the counsel for the parties, the writ petition as of now stands disposed of permitting the petitioners to make a fresh representation in addition to the representation that they have already made within a period of 10 days from today and on such representation

being made, the respondent is directed to take a further decision on the said representation in accordance with law and also in terms of the conditions to the contract entered into between the parties within an outer limit of 90 days from the date of receipt of the copy of this order. Meanwhile, if at all if there is any bank guarantee which is getting expired, the petitioners for that period shall keep them renewed.

7. With the aforesaid observations, the present writ petition stands disposed of.

Sd/-
(P. Sam Koshy)
Judge

Ved