

IA Nos. 1 and 2 of 2026
in
C.O.S.SR No. 1208 OF 2026

Date: 01.10.2026

The learned counsel for the Petitioner/Plaintiff submitted that petitioner has completed 10% to 15 % of project to the tune of Rs.9,76,87,480/- in pursuance of purchase order placed by the 1st respondent for erection of 33KV Transmission line work in Tamil Nadu for which the petitioner has furnished advance Bank Guarantee through 2nd and 3rd respondents in favour of 1st Respondent for a sum of Rs.2,56,91,800/- .

The learned counsel further submitted that action or inaction of 1st Respondent contributes for the delay in completion of project by the petitioner and even before the completion of project, the 1st respondent has issued a termination notice terminating the agreement and the petitioner has responded to the aforementioned termination notice and even before discharge of the outstanding due of Rs.46,68,104/- payable by the 1st respondent to the petitioner, the 1st

respondent has been attempting to invoke the advance Bank Guarantee.

The learned counsel further submitted that if the 1st respondent is permitted to invoke bank guarantee, the petitioner will be perforced to file a fresh suit and will prolong the matter and it will be cumbersome for plaintiff to recover the amount from the 1st respondent.

I have gone through the entire materials. The petitioner has attributed the 1st respondent the reason for delay in completion of project. The Petitioner has tabulated reasons for delay and how the 1st respondent has caused delay in the project in the affidavit filed in support of these applications.

The Stake in this dispute and the Bank Guarantee is very high. Before determination of question on termination of agreement and the question as to the entitlement of petitioner to recover the suit claim, if the Bank Guarantee is encashed by the 1st respondent, irreparable loss will be caused to the petitioner. The prima facie

case is made out and the balance of convenience is in favour of petitioner.

There is imminent urgent and interim relief contemplated in these applications. The urgency in the main as well as interim relief has necessitated the plaintiff to dispense with compliance of Section 12A of Commercial Courts Act. There is imminent urgency and the petitioner is required imminent urgent relief. Therefore, compliance of Section 12A of Commercial Courts Act is dispensed with. Ad-interim injunction is granted restraining the 1st Respondent from invoking Bank Guarantee till 08.10.2026. Ad interim injunction is granted restraining 2nd and 3rd Respondents from giving effect to Bank Guarantee till 08.10.2026. Issue notice to the Respondents through Court and Post by then. Batta to be paid immediately. Order XXXIX Rule 3 to be complied with immediately. Compliance Affidavit by 05.10.2026.

GANAPATHI
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by GANAPATHI
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Date:
2026.10.01
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Principal Judge
Principal Commercial Court,
Egmore- Chennai -8