MHNG020045972024

IN THE COURT OF CIVIL JUDGE SENIOR DIVISION, NAGPUR

E-filing
R.C.S. No.613/2024

Ramkrishna Electricals Limited
Vs
Maharashtra State Electricity Distribution Company Limited

ORDER BELOW EXHIBIT - 48
(Passed on 04.08.2026)

Perused the application. Heard. In view of the order passed by the Hon'ble High Court in Writ Petition No.1566 of 2025 and 1573 of 2025 the plaint is hereby returned to the plaintiff under Order VII Rule 10 of the Code of Civil Procedure for presentation before the proper Court having jurisdiction. Necessary endorsement be made on the plaint. No order as to costs.

Digitally signed by SWAROOPKUMAR SUBIR BOSE
Date: 2026.08.04 15:46:28 +0530

Nagpur.
Date : 04.08.2026

(Swaroopkumar S. Bose)
Civil Judge Senior Division,
Nagpur.

CERTIFICATE

I affirm that contents of this P.D.F. file of Order are word to word, as per original Order.

Name of Stenographer : M.S.Vishwakarma (Grade-II)

Presented on : 03.06.2024

Returned on : 04.08.2026

Presented by : Ramakrishna Electricals Ltd.
by his Learned Advocate RAMASWAMY SUNDARAM

Reason for return : As per direction of Hon'ble High Court
in W.P. No. 1573 of 2025, Order dt. 05.06.2026

BEFORE THE HON'BLE CIVIL JUDGE SENIOR DIVISON, NAGPUR

Regular Civil Suit No.________/2024

PLAINTIFF:- Ramakrishna Electricals Limited, having its registered office at N-5, Hingna M.I.D.C., Nagpur 440 016, through its, Director Shri. R.G Subramanium, aged about years, Occupation: Business, R/o plot No.42 B, tilak Nagar, Nagpur-440010.

/VERSUS/

DEFANDANTS: 1. Maharashtra State Electricity Distribution Company Limited, a Govt. of Maharashtra undertaking having its office at Prakash Garh, 1st floor, Bandra (East), Mumbai 400 051

NOTARY
PRAKASH KANEKAR
Nagpur Dist. (M.S.) India
Regn. No. 15443
GOVT. OF INDIA

2. The Superintending Engineer, Maharashtra State Electricity Distribution Company Limited, having its office at Prakash 1st floor, Bandra (East), Mumbai 400 051

3. Punjab National Bank, a Body Corporate, constituted under Banking Companies Act, having branch office at 290, Nashine Enclave, Dharampeth Extension, West High Court road, Nagpur 440 010, through its Manager.

SUIT FOR DECLARATION & PERMENANT INJUNCTION,

And the same is vauled and a court fee of Rs. 200 /- for the purpose of declaration and of Rs. 200 /- for the purpose of injunction is paid herewith.

The plaintiff submits as under:

1. That the plaintiff is a public limited company duly registered under the Indian Companies Act, having its registered office at Hingna M.I.D.C., Nagpur, a small scale industry, has by resolution dated 21.05.2024 unanimously decided to challenge th action of the defendant and accordingly the plaintiff company has authorised and empowered the Director R.G. Subramanium to sign verify and affirm the plaint. The Copy of the resolution is herewith filed as **document No.1** in the list of documents.

2. The plaintiff, as stated above, is a small scale industry duly registered under the Act. The plaintiff has been in business relationship as supplier of the defendant no.1 for a period of more than 35 years, with an unblemished record and has been supplying transformers of different capacities in numbers as required by defendant no.1 to their utmost

satisfaction and as such it is humbly submitted that the track record of plaintiff with defendant no.1, vis-à-vis business relationship is concerned, is unblemished and to the satisfaction of defendant no.1.

3. That, the defendant no.1 had placed an order vide letter, dated 25.03.2013 for supply of 100 KVA amounting to 2000 numbers as per the terms of the contract. The delivery period for supply of the material was as indicated in Annexure B of the said order. The plaintiff was to execute bank guarantee by way of performance guarantee for a period of 60 months from the date of commissioning of the transformer or 66 months from the date of dispatch whichever is earlier. Copy of letter of award, dated 25.03.2013 issued by defendant no.1 for supply of 2000Nos KVA transformer, which includes terms

and conditions stipulated therein is filed as **document no.2** in the list of documents.

4. The plaintiff as per the work order, had supplied 100 KVA transformers to the different consignees of defendant no.1 for period from 23.09.2013 to 24.11.2014. A copy of the schedule showing supply of the material against the order referred above, is annexed to this suit as **document no.3** with separate list of documents. It is submitted that the consignment is delivered on the respective dates to the consignees of defendant no.1 and during the above period they did not notice any defect or any workmanship dissatisfaction and as such the material supplied was in good condition and acceptable by the defendant no.1 and the said Contract was executed by the plaintiff to the utmost satisfaction of defendant nos. 1 and 2.

5. That, as required by the terms and conditions of the contract as referred in the letter, dated 25.03.2013, Annexure B, vide clause 14, the plaintiff had executed bank guarantee as a performance guarantee for a period of 60 months. The bank guarantee was for Rs.1,79,54,676/- which was renewable every year as required as per the clause of the contract. One such extension of the performance guarantee by the defendant no.3 for and on behalf of the plaintiff was by letter, dated 01.08.2021 which was valid till 31.07.2022. The copy of the bank guarantee is herewith filed as **<u>document no.</u>**4 in the list of documents. The said bank guarantee is still in force as the plaintiff has been extending the same on the orders of the Hon'ble High Court passed in writ petition no.3592/2022 as such the bank guarantee is in force till 30.06.2024 and the copy of the same is filed as **<u>document no.5</u>** in the list of documents.

6. It shall not be out of place to submit here that, as per clause no.1 of section III the performance guarantee either for a period of 60 months from the date of commissioning or for 66 months from the date of dispatch. The last date of dispatch for the work order dated 25.03.2013 is 24.11.2014, thus the period of 66 months comes to an end on 25.05.2020, accordingly the performance guarantee as given by the plaintiff for the said order comes to an end for all purposes on 25.05.2020 as per the tender condition, which are binding on the defendants 1 and 2 and hence there cannot be any claim put forth by the defendants 1 and 2 for the encashment of the same.

7. It is submitted that the plaintiff had made inquiry in all the stations of the defendant no.1 and 2 within the State of Maharashtra, where the plaintiff had supplied the transformers and in reply the plaintiff

got knowledge that there were no transformers for repair. The copy of the letters issued by the respective stations is herewith filed as **document no.6** in the list of documents. That, the contract dated 25.03.2013 was successfully completed by the plaintiff, by supplying the material in time, hence question of invocation of the bank guarantee does not arise at all. Further more the fact remains that the transformers are guaranteed against manufacturing defects only, so failure of transformers if any, after the lapse of 10 years cannot be attributed upon the plaintiff. It is further submitted that the transformers are tested by the defendant no1 and 2 first vide stage inspection, then there is final inspection, then 100% site inspection for losses etc and further there is random sample testing where the transformer are opened and checked completely, yet the defendant no.1 and 2 are trying to put up a claim of defects after a lapse of more than 8 years from the date of last delivery of the transformer.

Thus action on part of the defendant no.1 and 2 to try an enchash bank guarantee which has served its purpose is an illegal and malafide action.

8. It shall not be out of place to submit that since the plaintiff had a good business relationship with defendant no.1 being a small scale industry duly registered, had also given offer with respect to the tender issued by defendant no.1 for supply of 16 KVA for utilization in agriculture sector through HVDS against its tender, dated 14.08.2018. In so far as offer submitted by the plaintiff with respect to the above tender, the letter of award was issued by defendant no.1 to the plaintiff on 30.10.2018 and accordingly the plaintiff was to supply the material in accordance with specification of the company as specified in

Annexure B of the order. As per agreed terms of contract, the delivery period was to commence only after a period of two months from the date of receipt of delivery instruction or acceptance of the tender and as such the delivery period was as stipulated in Schedule 'B'. A copy of acceptance of tender issued by defendant no.1, dated 30.10.2018 along with terms and conditions stipulated therein is filed as **document no.7** in separate list of documents. Further more the plaintiff, had also given offer with respect to the tender issued by defendant no.1 for supply of 16 and 25 KVA for utilization in agriculture sector through HVDS against its tender, dated 12.11.2018. In so far as offer submitted by the plaintiff with respect to the above tender, the letter of award was issued by defendant no.1 to the plaintiff on 5.1.2019 and accordingly the plaintiff was to supply the material in accordance with specification of the company as specified in Annexure B of the order. The estimated tender cost for the said work was Rs. 325.5 crores. As per agreed terms of contract, the delivery period was to commence only after a period of two months from the date of receipt of delivery instruction or acceptance of the tender and as such the delivery period was as stipulated in Schedule 'B' of the order, dated 6.3.2019. A copy of acceptance of tender issued by defendant no.1, dated 5.1.2019 along with terms and conditions stipulated therein is annexed to this suit as **document no.8** in the list of document.

9. The letter of award dated 30.10.2018, for supply of 16 KVA, 11/0.433 KV three Phase transformers, was a new product ordered by the defendants for the first time, prior to this the defendant no.1 and 2 use to order 25 KVA transformers. As the product was a new

one the defendant no. 1 & 2 were constantly modifying the specifications of the required transformers. It was only on 29.11.2018, the respondents had issued their first dispatch instruction and as per the delivery schedule given as per the letter of award dated 30.10.2018, was to be done within 2 months of 1st demand, which was received by the defendants only on 10.12.2018. Thus the first delivery was to be done by the plaintiff on or before 29.01.2019. The copy of the dispatch Instruction dated 29.11.2018 is herewith annexed **document no.9** in separate list of documents.

10. That, the product being a new product, the proto type testing certificate was not available with any of the manufacturers at the relevant time, and proto type testing certificates are mandatory for beginning the manufacturing and supply of the

product. That, due to change in specifications by the respondents and other technical difficulties the proto type test was delayed. That, it is customary for the tenderers to get the proto type test done through government approved electrical laboratory. There are only three government approved electrical laboratory in India. The plaintiff had submitted the proto type for testing to the ERDA on 25.12.2018 and the same was received by the ERDA, Vadodara as per their inward memo receipt dated 31.12.2018. The same is herewith annexed as **document no.10** in the list of document. The plaintiff had already submitted the drawings with the defendant no.1 and 2, but the same cannot be approved unless and until the proto type test certificate is granted by the ERDA, Vadodara. The plaintiff had informed the defendant no.1 and 2, that, the proto type test has been conducted and as soon as they get the report, the same shall be handed over to the defendants for approval, so that the manufacturing and delivery can be done as per schedule, vide letter dated 13.01.2019. The copy of the same is herewith annexed as **document no.11** in the list of document.

11. The Type test report was only made available by the ERDA, Vadodara on 22.01.2019, in the meanwhile the defendant no.1 and 2 had approved the drawings for the 16 KVA, 11/0.433 KV Transformers on 23.01.2019, and further the defendant no.1 and 2 also awarded a fresh order for 4000, 16 KVA, 11/0.433 KV Transformers on 5.01.2019. all this was done by the defendants, having very well knowledge of the fact that, the type test certificate for the said product was only received by the plaintiff on 22.01.2019, which was delayed as the first dispatch instruction, as the same was due on

29.01.2019. Thus the conduct of the defendants, thereby approving drawings on 23.1.2019 only and placing fresh order of the same product whose type test is awaited and delivery of first demand is delayed due to several reasons goes to show that, the defendants had already condoned the delay of the first batch. That the Defendant no.1 and 2 by communication dated 23.01.2019, had approved the drawings of 16 KVA distribution transformers and accordingly the consignment was to be delivered after the complete type test report from the approval of the defendant no.2. The copy of the approval of drawings letter dated 23.01.2019 is herewith annexed **document no.12** in the list of documents.

12. Be that as it may the defendants no.1 and 2 also had the duty to abide by the terms and conditions of the tender document as per which if the defendants

see any delay in delivery of the product they can levy late delivery deduction on the running bills of the plaintiff. There is an elaborate procedure drawn in the tender documents canvasing the way in which the defendants no.1 and 2 should have gone about the delay caused. Instead of resorting to the procedure laid down in the tender document the defendants straight away cancelled the orders and even blacklisted the plaintiff from participation in future tenders, in the breach of principles of natural justice.

13. That, for the reasons best known to the defendant no.1, even prior to the commencement of the supply as per agreed schedule by communication, dated 25.2.2019, unilaterally cancelled the work order issued on 5.1.2019 without even giving a show cause notice to the plaintiff or right of hearing before cancellation of the said order. It shall not be out of

place to mention that the communication, dated 25.2.2019 which is impugned communication, the defendant no.1 was unjustified in his action by blacklisting or debarring the plaintiff from further allowing its participation in M.S.E.D.C.L future tenders. It is submitted that the plaintiff is a registered small scale industry and has been associated with defendant no.1 for a period of last 35 years with an unblemished record and that being a fact on record; such an unjustified and harsh action itself underlines the reasons which are best known to the defendant no.1. The action of defendant no.1 in not only cancelling the work order, dated 5.1.2019 is unjustified and illegal but at the same time debarring the plaintiff from participation in MSEDCL's future tenders is unwarranted adversely affecting the business prospect of the plaintiff and it is violative of fundamental rights of the plaintiff and that too without a show cause notice and a right of hearing. The copy of the letter dated 25.02.2019 is filed as **document no.13** in the list of documents.

14. It is submitted that as per clause no.21 of the letter of award dated 30.10.2018, the defendants no.1 and 2 can levy liquidated damages against the delay in supply of the product or for many other reasons if felt necessary and it is only when the bidder fails to supply the material within contractual delivery period for continuously 3 lots, then the order shall be liable for cancellation. Admittedly in the present case, the 1st demand was made on 29.11.2018 and supply was due on or before 29.01.2019 as per the tender contract and the second lot was due on or before 29.2.2019, for the order as per letter of award dated 30.10.2018. vis-à-vis the letter of award dated 05.01.2019 is concerned, which was only received by

the plaintiff on 10.01.2019, the delivery schedule was to be on or before 10.03.2019. The defendants no.1 and 2 arbitrarily without giving opportunity of hearing cancelled the both the respective orders. The defendant no.1 and 2 could have invoked other clauses of the agreement rather than to cancel the agreement and blacklist the plaintiff, thus there was no occasion given to the plaintiff to complete the tender as the same was cancelled well before the 2nd lot was due as per the 1st order dated 30.10.2018 and 1st lot of the 2nd order was due i.e. 29.02.2019 and 10.03.2019, respectively. Thus the action of the defendants 1 and 2 of cancellation of the orders and backlisting of the plaintiff is arbitrary and against the tender conditions and principles of natural justice.

15. Vis-à-vis invocation of clause 21 for liquidated damages @ 10% is concerned, that is only

with respect to late delivery. Now with respect to work order dated 25.03.2013 is concerned the defendants 1 and 2 have never complained about late delivery and nor that clause is in the said tender agreement, and the same was never invoked as the plaintiff has successfully completed the contract by supplying the consignment within time. That so far as the clause no.21 in the agreement dated 30.10.2018 is concerned, the occasion did not arise as there was no supply of consignment, as the agreement was cancelled way before that.

16. It is submitted that the bank guarantee was given as a performance based guarantee for a specific contract and as such it cannot be unilaterally extended for other contracts by the defendant. That vis-à-vis the contract dated 30.10.2018 is concerned neither any performance based guarantee was ever

executed and nor any consignment was supplied under the said contract. Thus the defendant are not justified in invoking a bank guarantee executed for a work order dated 25.03.2013, while cancelling the work order for a contract dated 30.10.2018. hence the invocation of bank guarantee of Rs.1,79,54,676/- is illegal and contrary to the terms of contract and as such it has to be declared accordingly and the defendants be permanently restrained from invoking the same.

17. It is further submitted that, in response to the communication, dated 25.02.2019, the plaintiff has been persuading the defendant no.1 to restore the order of supply, by his email communications, personal contacts etc., so that the business relationship can be well established. The plaintiff had submitted one letter, dated 24th June, 2019 with a

request to restore/ reinstate the supply order for 16 KVA and 25 KVA. In the said communication, the plaintiff had categorically stated that the delivery of the consignment was to commence only after two months from the date of receipt of delivery instructions i.e. 6.3.2019. Since delivery instruction was received for the first time on 6.1.2019 undoubtedly after the letter, dated 5.1.2019 accepting the tender of the plaintiff. In the said letter, the plaintiff has also brought to the notice of defendant no.1 that the difficulty with respect to supply of the material was on account of shortage of aluminium wire. The plaintiff also had stated the fact that similar orders were placed on 7 to 8 parties outside Maharashtra and who had not even started supply of the material as per schedule, but no stringent action has been taken except the plaintiff, by communication, dated 25.2.2019, A copy of the communication, dated 24.6.2019 of the plaintiff is filed as **<u>document no.14</u>** in the list of documents.

18. In pursuance of the communication, dated 24.6.2019, the plaintiff also submitted reminder communications, dated 5.7.2019, followed by letters, dated 1.8.2019 and 19.9.2019 with an earnest request to the defendant no.1 to reinstate the order of supply of 15 KVA and 25 KVA. Copies of the communications, dated 5.7.2019, 1.8.2019 and 19.9.2019 are collectively filed herewith as **<u>document no.15</u>** in the list of documents.

19. That, all of a sudden in the month of October, by communication, dated 11.10.2021, the Chief Engineer of defendant no.1 had informed the plaintiff on account of cancellation of the order vide communication, dated 25.2.2019 vide communication, dated 25.2.2019, it has suffered loss

and accordingly liquidated damages equivalent to the 10% of the estimated value i.e. Rs. 2,21,22,348/- has to be recovered from the plaintiff which amount shall be recovered from the available sources with the defendant no.1 like encashment of bank guarantee. A copy of the communication, dated 11.10.2021 is filed herewith as **<u>document no.16</u>** in the list of documents.

20. In response to the said communication, the plaintiff had submitted a reply on 2.3.2022 challenging the unjust cancellation and recovery of alleged damages as referred in the letter. A copy of the communication dated 2.3.2022 in rebuttal to the claim of defendant is filed herewith as **<u>document no.17.</u>** in the list of documents.

21. To the utter surprise of the plaintiff once again by communication, dated 15.6.2022, the

defendant nos. 1 and 2 invoked the bank guarantee submitted as a performance guarantee with respect to the contract which awarded by the work orders, dated 25.3.2013 and 10.9.2015. The said work orders have been duly completed to the entire satisfaction of defendant nos. 1 and 2 as submitted above and as such there was no complaint about any defect or damages claimed against the said work order. Thus, the performance guarantee is tried to be invoked by defendant nos. 1 and 2 with respect to cancellation order, dated 25.2.2019, in regard to supply of 16KVA and 25KVA etc. It is submitted, as per the contract awarded by letter, dated 5.1.2019, the supply of the material was to commence from 6.3.2019. There was no performance guarantee or any bank guarantee issued by the plaintiff with respect to the said contract for which the tender bid was submitted and the work order was issued on 5.1.2019. That, after issuance of the tender bid, execution of the contract was at the earlier stage of the drawings being approved by defendants and as such in the absence of any bank guarantee vis-à-vis this tender contract, the defendant nos. 1 and 2 were not justified in encashing the bank guarantee which were issued with respect to the tenders of the years 2013 and 2015. The said bank guarantee was issued as performance guarantee for the material supplied and it has no nexus vis-à-vis the contract which has been earlier granted on acceptance of the tender vide communication, dated 5.1.2019 and its subsequent unilateral cancellation by communication, dated 25.2.2019. Thus, invoking of the bank guarantee is per se illegal, unjustified and it is in colourable exercise of powers by defendant nos. 1 and 2. The copy of letter dated 15.06.2022 is filed as **document no.23** in the list of documents.

22. It is submitted, even the action of the defendant nos. 1 and 2 is in breach of principles of natural justice. It is submitted, at no point of time during the execution of the contract work awarded in the years 2013 and 2015 respectively, there has been any complaints against the plaintiff as regards supply of the material. It shall not be out of place to submit, even after supply of the material performance period of 60 months has been over as per the supply schedule and the material supplied has been working in good condition without any complaint, as a matter of fact from defendant nos. 1 and 2. That being the fact on record, there was no cause for the defendant nos. 1 and 2 to invoke the bank guarantee which was issued vis-à-vis the said contract respectively and that too without giving a right of hearing or calling in for explanation from the plaintiff. Thus, the action of the defendant nos. 1 and 2 is per se in breach of principles

of natural justice and as such is liable to be quashed and set aside. The plaintiff also raised its grievance with respect to the letter of encashment of bank guarantee vide communication, dated 21.6.2022 stating the fact that the bank guarantee cannot be invoked in such a manner. A copy of the communication of the plaintiff, dated 21.6.2022 is filed herewith as **document no.18** in the list of documents

23. It is submitted that, as the defendants 1 and 2 were not recalling their letter for invocation of bank guarantee even after issuance of letter by the plaintiff on dated 21.06.2022. The plaintiff having no other efficacious remedy approached the Hon'ble High Court invoking its writ jurisdiction vide writ petitions no.3592 & 3593 of 2022. Both filed challenging the encashment of two bank guarantee and also

challenging the order of blacklisting issued against the plaintiff by the defendants 1 and 2. The Hon'ble High court was pleased to issue notices to the defendants herein in the said writ petitions vide order dated 30.06.2022. Further the Hon'ble High Court vide order dated 07.07.2022 has ordered the defendants to maintain status quo and thereby restrained the defendants from invocation of the bank guarantees. The said interim order is still in force. The copies of the order dated 30.06.2022 and 07.07.2022 are filed as **document no.19 & 20** in the list of document.

24. The Hon'be High Court heard both the sides and was of the opinion that there seems to be disputed questions on fact involved and accordingly gave liberty to the plaintiff to approach the civil court to file the present suit and agitate their grievance. The

Hon'ble High Court was further pleased to extend the interim protection granted in favour of the plaintiff vide orders dated 07.07.2022 & 29.02.2024 to be further continued for the period of 10 weeks from the date of their order. The Hon'ble High Court was further pleased to extend the said protection by way of another 4 weeks vide order dated 08.05.2024, as the plaintiff herein had applied for extension of the interim protection. The copies of the order dated 29.02.2024 and 08.05.2024 are filed as **document no.21 & 22** in the list of documents.

25. It is submitted that, the plaintiff's have been in contractual relation with the defendant no.1 and 2 for more that last 35 years. The plaintiff Company being a transformer manufacturing company, had heavy in-flow of work depending upon the tenders floated by the defendant no.1 and 2 as they being the

major distributor of electricity in the state. As a matter of fact in the two tenders which, have been abruptly cancelled by the defendant no.1 and 2 the plaintiff company was "L1". It has further come to the knowledge of the plaintiff's that, the defendant no.1 has allotted the aforementioned tenders to some other company who were neither "L1" nor on the same price as quoted by "L1". Be that as it may, the defendants 1 and 2 being the major clientele of the plaintiff company, due to the illegal blacklisting by them, the plaintiff company had incurred huge loss and as a result after cancellation of the aforementioned tenders and blacklisting the plaintiff company had to shut down and was declared as a non-performing assets in the year 2019-2020. Even otherwise, the impugned action of the defendant nos. 1 and 2 in invoking the bank guarantee and blacklisting and debarring the plaintiff from

MSEDCL tenders is contrary to the settled judicial precedent and if allowed to stand, it will cause miscarriage of justice.

26. It shall not be out of place to submit here that, there are outstanding bills pending to be paid by the defendant no.1 and 2 in respect of contract dated 25.03.2013, which approximately come to Rs.1.5 cores. Be that as it may the plaintiff by way of present suit only intends to challenge the invocation of Bank guarantee and order of blacklisting. The plaintiff as of now is not challenging the cancellation of contract dated 30.10.2018 or is claiming any monetary benefit and reserves the right to claim the same if the occasion arises.

27. That, the cause of action for the present petition arouse at Nagpur, where the impugned communication was delivered to the plaintiff and the

defendant no.3 on 15.06.2022. the cause of action further arouse on 25.02.2019 by which communication the plaintiff's were intimated about of cancellation of orders and blacklisting. The cause of action further continued when the plaintiff was pursuing with the defendant no.1 and 2 for re-issuance of the aforementioned order vide various communications. It is further submitted that the period from March 2020, till February 2022 has been exempted by the Hon'ble Supreme Court vide its order passed in suo motto PIL dated 10.01.2022, keeping in mind the pandemic situation and as soon as the pandemic wave started to subside the impugned communication for invocation of bank guarantee were issued to the plaintiff, which was a subject matter of challenge before the Hon'ble High Court where the plaintiff had initiated action to resolve the present lis. The said petitions only came to be finally decided on 29.02.2024, wherein the Hon'ble High Court showed its non-inclination to decide the matter as prima faice it was of the view that there are disputed questions of facts involved accordingly the Hon'ble High Court granted liberty to the plaintiff to prosecute its lis before this Hon'ble Court, so also extended the interim protection granted to the plaintiff till 08.05.2024. Accordingly the plaintiff also gets the benefit of section 14 of the limitation Act, hence the suit as filed by the plaintiff is well within limitation. Apart from that both the plaintiff and the defendant no.3 are stationed at Nagpur and are having the work place and officer at Nagpur accordingly. That even the consignment was manufactured and delivered at Nagpur, and even the bank guarantee was prepared and is called upon to be invoked at Nagpur , thus the cause of action arouse at

Nagpur and as such this Hon'ble Court has the jurisdiction to entertain the present suit so also the suit is within limitation.

28. The plaintiff values the suit for the purpose of declaration @ Rs.__1000__/- and pays court fee of Rs.__200__/- herewith and for the purposes of Injunction @ Rs.__1000__ and pays court fee of Rs.__200__/-.

29. The plaintiff has filed documents along with a separate list and riles upon the same as explained in above paras. The plaintiff reserves its right to file further documents if occasion arises.

HENCE THIS SUIT.

PRAYER:-

It is, therefore, most humbly and respectfully prayed that this Hon'ble Court be pleased to:

1. Pass a decree of declaration thereby Declare that the communication dated 15.6.2022 issued by defendant no.1 for invocation of bank guarantee No.37611LG006218 dated 28.09.2018, issued for order NO.SP/L-104/T-1202/0512/1421 is bad in law and accordingly quash and set aside the same;
2. Declare and quash the communication, dated 25.2.2019 only with respect to debarring the plaintiff from participating in MSEDCL tenders in future issued by defendant no.1 as bad in law;
3. Pass and decree of permanent injunction, and thereby permanently restrain the defendant

no.1 and 2 from invoking bank guarantee no. 37611LG006218, for sum of Rs. 1,79,54,676/- issued for order NO.SP/L-104/T-1202/0512/1421 and further refrain the defendant no.3 also not to act upon any such request made by the defendants no.1 and 2-;

4. grant any other relief as may be deemed fit in the facts and circumstances of the present case.

Nagpur

Dt. 01.06.2024 **COUNSEL FOR PLAINTIFF**

SOLEMN AFFIRMATION

I, Shri. R.G. subramanium, aged about 55 years, Occupation: Business, R/o Nagpur the authorised Director of the plaintiff company for and on behalf of the plaintiff herein do hereby take oath and state on solemn affirmation that

1. That, I am the authorised Director of the plaintiff company and I am duly authorized and empowered to file this present petition and solemn affirm the same.
2. That, the contents of para no.1 to 29 as stated above are gathered from the correspondences between the plaintiff and the defendants and the same are believed to be true.
3. That the documents filed along with this suit being the part of the correspondences between the plaintiff and the defendants are also believed to be true.
4. That, other legal submissions made in the petition are made as per the instructions given by me and are gathered from the annexures annexed herewith and hence the same is believed to be true.

Hence verified and signed at Nagpur on this 1th day of June, 2024.

I know and identify

The Deponent.

For RAMKRISHNA ELECTRICALS LTD.

Director

DEPONENT

R. G. Subramania

Direc

ADVOCATE

S. Ramaswamy

SWORN / SOLEMNLY AFFIRMED
BY R. G. Subramanian
WHO IS PERSONALLY KNOWN
TO ME / IDENTIFIED BY Adv
S Ramaswamy
BEFORE ME THIS THE 1st
June 24 AT NAGPUR

1/6/24

SOPHIYA PRAKASH KANEKAR
NOTARY
T.H. NAGPUR
NAGPUR (M.S.) INDIA

NOTARY
SOPHIYA PRAKASH KANEKAR
Nagpur Dist. (M.S.) INDIA
Regd. No. 15443
My Term Expires On 16/10/2024
GOVT. OF INDIA

NOTARIAL REG
ENTRY NO. 8518
DATE: 1/6/24

CANCELLED