

FORM OF ORDER SHEET

DISTRICT: - A & N ISLANDS
COURT OF: - **DISTRICT JUDGE**
PRESENT: - **SHRI. SUBHRA BANDYOPADHYAY**

OTHER SUIT NO. 06 of 2026

Bridge and Roof Company (India) Ltd.

-vs-

**The Andaman & Nicobar Administration (through EE, NRSE, Electricity
Marine Dept. & Anr.**

Sl.No	Date or order or proceeding	Order or other proceeding	Signature of Court	Office action taken on order with date & dated signature of pleaders or parties when necessary
1	2	3	4	5
1	17.08.2026	An application under section 09 of the arbitration and Conciliation act, 1996 filed by the Petitioner namely Bridge and Roof Company (India) Ltd. against the respondents The Andaman & Nicobar Administration (through EE, NRSE, Electricity Marine Dept. & Anr. Ld. Advocate Rakesh Pal Gobind filed vakalatnama of behalf of the Petitioner. Seen the office report application is in order. That the suit is within the jurisdiction and ad-valorem Court fee of Rs. 20/- have been paid by the plaintiff which is provisionally correct as per court fee Act. However the case has already been registered as CNR-ANPB-01-000-317-2026 with Other Suit 06 of 2026. <i>B,</i> Issue summons upon the respondents fixing 16/9/26 for 3/R, A/D and appearance		<u>REPORT</u> No Caveat is lodged in the instant Appeal.  <u>Civil Clerk</u>

HIGH COURT FORM NO. (J) 13 (A)

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		Later:- Now the case record is taken up for hearing. This is an application under section 9 of the Arbitration and Conciliation Act, 1996 filed by M/s Bridge and Roof Company India Ltd. against the Andaman & Nicobar Administration (through Executive Engineer, NRSE, Electricity Department, Sri Vijayapuram) and Bank of Maharashtra, NS Road Branch, Kolkata - 70001. The brief facts of this case is that the petitioner Company was selected under MNRE/EESL, programme for design, supply, installation of Solar Street Lights in Andaman & Nicobar Islands pursuant to tripartite agreement dated 07.08.2019, LOI dated 04.11.2019 and LOA dated 07.02.2020 issued by respondent no.1. The petitioner also agreed to provide AMC for 5 years for the maintenance of the said Solar Street Light. Installation and commissioning of all the Solar Street Lights were completed in January, 2021 and the 5 years AMC period concluded in December, 2025. The petitioner furnished performance bank guarantee dated 11.10.2022 for Rs.24,90,235/- valid upto 31.08.2026 with a claim period upto 31.08.2027, representing 10 price of the contract price. From February, 2024 onwards, the respondent no.1 sent several emails alleging non-functional SSL and calling for survey reports, maintenance reports and compliance for stage 3 payments.		

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		Respondent no.1 ultimately alleged non-submission of documents, failure to maintain 461 non-functional SSL, non-submission of documents and breach over 72 hours rectification requirement under the contract's penalty clause. By forfeiture notice dated 06.08.2026, the respondent no.1 imposed a penalty of Rs.92,20,000/- and decided to forfeit the entire bank guarantee towards partial recovery of the damages suffered by it due to breach of contract by the petitioner. In reply, the petitioner sent letter to the petitioner alleging that the installation data, completion document and maintenance activities had already been provided, most defects have been rectified and all the deficiency shall be cured within 15 days. Respondent no.1 by letter dated 10.08.2026, rejected the petitioner's explanation and reiterated that the petitioner must pay the penalty. It also proposed encashment of the bank guarantee. The petitioner company contended that the AMC period ended in December, 2025. Petitioner contends that forfeiture cannot be made beyond 60 days after completion of obligations and that the penalty mechanism was not validly triggered and that the threatened blacklisting would cause irreparable damage of reputation to a Central PSU, since the petitioner is one such PSU, the letters, it has invoked section 9 of the Arbitration and Conciliation Act.		

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		Accordingly, the petitioner has prayed for order restraining the respondent no.1 from taking any step for encasing the bank guarantee. The petitioner has annexed all the relevant documents mentioned above. On perusal of the aforesaid documents and the case record, the documents annexed by the petitioner make out a prima facie case in favour of the petitioner. I find that if no interim relief in the form of injunction is granted at this stage, the respondent no.1 will encash the bank guarantee of the petitioner, which will cause irreparable and loss and injury to the petitioner and the balance of convenience and inconvenience is heavily in favour of granting an interim order of injunction. Hence, it is, <u>Ordered</u> That the prayer for interim relief as sought for by the petitioner under section 9 of the Arbitration and Conciliation Act is allowed exparte. The respondent no.1 is hereby restrained from encashing the Bank Guarantee issued by the Bank ^{of Maharashtra} Guarantee, NS Road, Kolkata, for Rs.24,90,235/- submitted by the petitioner on 11.10.2022, till 16.09.2026. Petitioner to comply with the provisions of order 39 Rule 3 (a) and (b) of CPC. Issue notice upon the respondents calling upon them to show cause as to why the prayer of the respondent shall not be granted.		

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		Petitioners to take step accordingly and to file requisite. To 16.09.2026 for S/R, A/D and further order. Dictated & corrected by me D.J	 District Judge	