

HIGH COURT OF JUDICATURE FOR RAJASTHAN
BENCH AT JAIPUR

D.B. Civil First Appeal No. 1435/2024

Urban Improvement Trust
-----Appellant
Versus
M/s Raj Construction Company
-----Respondent

Connected With

D.B. Civil First Appeal No. 1436/2024

Urban Improvement Trust
-----Appellant
Versus
M/s Shivalaya Construction Company Private Limited
-----Respondent

D.B. Civil First Appeal No. 1437/2024

Urban Improvement Trust
-----Appellant
Versus
M/s Shivalaya Construction Company Private Limited
-----Respondent

D.B. Civil First Appeal No. 1499/2024

Urban Improvement Trust
-----Appellant
Versus
M/s Raj Construction Company
-----Respondent

For Appellant(s) : Mr.Ajay Shukla
For Respondent(s) : Mr.Vishnu Kumar

HON'BLE MR. JUSTICE AVNEESH JHINGAN
HON'BLE MR. JUSTICE BHUWAN GOYAL

Order

15/04/2025

1. Heard learned counsel for the parties.
2. *Admit.*
3. Record of the Court below be requisitioned.

4. These appeals are accompanied by the applications (CMS Nos.4785/2024, 4786/2024, 4787/2024 & 4944/2024) for stay.
5. Learned counsel for the appellant submits that as per Clause 45 of the Tender Conditions, the respondent had to submit escalation bills on quarterly basis but there was failure to do so. The escalation bills were produced after completion of the work and that to after acceptance of the final bill. The contention is that the Commercial Court without applying the formula accepted the amount for escalation claimed by the respondent.
6. Learned counsel for the respondent submits that escalation was claimed on quarterly basis. It is not being disputed that the respondent had to make a claim for escalation of the price as per Clause 45 of the Tender Conditions.
7. The recovery of the decreed amount is stayed subject to deposit of the decretal amount by the applicant within six weeks with the commercial court. The amount may be released to the respondent on furnishing of bank guarantee which shall be kept alive till pendency of the appeal.
8. In case the appellant succeeds, the amount so released to the respondent on furnishing of bank guarantee shall be refunded along-with interest @ 6% per annum.
9. In the eventuality of respondent not furnishing bank guarantee, the amount so deposited shall be kept in FDRs with the nationalized bank.
10. Put up for hearing on 30.05.2025.

(BHUWAN GOYAL),J

(AVNEESH JHINGAN),J