

OCD-33

ORDER SHEET

IN THE HIGH COURT AT CALCUTTA
COMMERCIAL DIVISION
ORIGINAL SIDE

AP-COM/266/2026

BRIDGE AND ROOF COMPANY (INDIA) LIMITED
VS
SOUTH EASTERN RAILWAY

BEFORE:

The Hon'ble JUSTICE GAURANG KANTH

Date : 8th May, 2026.

Appearance:

Mr. Krishnaraj Thaker, Sr. Adv.

Mr. Rohit Banerjee, Adv.

Ms. Kanchan Jaju, Adv.

Ms. Ditsha Dhar, Adv.

Ms. Debanjana Paul, Adv.

Ms. Sakshi Singh, Adv.

...for the petitioner

Mr. Rabi Prosad Mookerjee, Adv.

Ms. Priti Jain, Adv.

...for the respondent

The Court: The present petition has been filed by the petitioner under Section 9 of the Arbitration and Conciliation Act, 1996, *inter alia*, seeking restraint against the respondent from acting in furtherance of the termination letter dated 29.03.2026 and from encashing the bank guarantees, namely, Bank Guarantee No. 004555IPGO1465 and Bank Guarantee No. 0750225BGOBO0585, of an amount of Rs.1,00,00,000/- (Rupees One Crore Only) and Rs.8,29,60,625/- (Rupees Eight Crore Twenty-Nine Lakh Sixty Thousand Six Hundred Twenty-Five Only) respectively, furnished towards performance security.

Learned Counsel for the petitioner has filed a supplementary affidavit. The same is taken on record.

At the outset, learned Counsel for the petitioner states that the present petition has become infructuous since the bank guarantees have already been invoked.

Nothing survives in the present petition.

Since the relief claimed by the petitioner cannot be granted at this stage as the bank guarantees have already been invoked, the present petition has become infructuous.

Accordingly, the same is dismissed as infructuous.

(GAURANG KANTH, J.)