

SECTION XVI

LISTED ON : 24.07.2013  
COURT NO.: 7  
ITEM NO. : 5

IN THE SUPREME COURT OF INDIA  
CIVIL APPELLATE JURISDICTION

PETITIONS FOR SPECIAL LEAVE TO APPEAL (C) NO. 16430 & 18577 of 2013  
(With prayer for interim -relief)

WITH

INTERLOCUTORY APPLICATION NO. 3 in SC 16430/2013  
(Application for withdrawal of SLP)

AND

INTERLOCUTORY APPLICATION NO. 1 in SC 18577 of 2013  
(Application for permission to file SLP without certified copy as well as plain copy of impugned order)

M/S KONARK INFRASTRUCTURE LTD.

Petitioner(s)

VERSUS

M/S MEP INFRASTRUCTURE DEV.PVT.LTD.& ORS

Respondent(s)

OFFICE REPORT

The matters above-mentioned were listed before the Hon'ble Court on 16.07.2013 when the Court was pleased to pass the following order:-

“Mr. Gopal Subramaniam, learned senior counsel for the respondent-M/s. MEP Infrastructure Developers Pvt. Ltd. has today on instructions renewed the offer of a higher bid referred to in our order dated 3.5.2013 and expressed the willingness of the said company to deposit 1/5<sup>th</sup> of bid amount of Rs. 261 crores and furnish a bank guarantee for the balance 4/5<sup>th</sup> amount.

Mr. C.A.Sundram, learned senior counsel for the petitioner-company, however, seeks a short adjournment to take instructions whether the petitioner-company is also similarly willing to renew the offer of a higher bid made by it.

Learned counsel for the two companies further submit that in case both the companies are allowed to renew their offers should any one of them resile from the same on any subsequent date of hearing, the 1/5<sup>th</sup> amount deposited by the defaulting party could be forfeited. That submission is recorded.

They further submit that since the banks usually do not issue any bank guarantee without an underlying contract, there may be some difficulty in getting bank guarantees for 4/5<sup>th</sup> amount referred to in our earlier

order dated 03.05.2013. They, therefore, prayed for a direction that instead of furnishing bank guarantees for 4/5<sup>th</sup> of the amount they could be permitted to file undertakings from the two companies stating that in case the contract is eventually allotted in favour of any one of them, the successful bidder would furnish a bank guarantee for the balance of the bid amount within four weeks from the date of such allotment.

Before we pass any further orders on the subject let Mr. Sundram seek instructions in the matter and file a rejoinder affidavit to the counter affidavit filed by the respondent.

Post on 24.07.2013 for hearing.

*Needful may be done in the meantime."*

It is submitted that Mr. Anip Sachthey, Advocate has on 23.7.2013 filed Rejoinder Affidavit on behalf of the petitioner in SLP(C)No. 16430 of 2013 and affidavit on behalf of respondent No. 3 in SLP(C)NO. 18577 of 2013 and the same are being circulated to the Hon'ble Court.

It is further submitted that Mr. Tapesh K. Singh, Advocate has on 23.7.2013 filed an affidavit of undertaking on behalf of respondent No. 1 in SLP(C)No. 18577 of 2013 and the same is being circulated to the Hon'ble Court.

The matters are listed before the Hon'ble Court with this Office report.

Dated this the 23rd day of July, 2013.

ASSISTANT REGISTRAR

Copy to:-Mr. Anip Sachthey, Advocate  
Mr. T.K.Singh, Advocate  
Mr. Abhijit Sengupta, Advocate

ASSISTANT REGISTRAR

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