

ITEM NO.1

COURT NO.2

SECTION IX

S U P R E M E C O U R T O F I N D I A
RECORD OF PROCEEDINGS

I.A. NO.2 in CIVIL APPEAL NO.5210 OF 2007

ONGC LTD

Appellant (s)

VERSUS

GARWARE SHIPPING CORPN LTD.

Respondent(s)

(For directions and office report)

Date: 19/10/2009 This Matter was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE S.H. KAPADIA
HON'BLE MR. JUSTICE AFTAB ALAM

For Appellant(s)

Mr. Gaurav Banerjee, ASG
Mr. Vipin Nair, Adv.
Mr. P.B. Suresh, Adv.
Mr. Vivek Sharma, Adv.
for M/s. Temple Law Firm, Adv.

For Respondent(s)

Mr. Prashant Bhushan, Adv.

UPON hearing counsel the Court made the following
O R D E R

The interlocutory application is allowed in
terms of prayer clause (i), which reads as under:

"Permit the appellant/ONGC
Limited to encash the Bank guarantee
for Rs.3.5 crores, furnished by the
respondent."

[T.I. Rajput]
A.R.-cum-P.S.

[Madhu Saxena]
Court Master

[Signed order is placed on the file]
IN THE SUPREME COURT OF INDIA

CIVIL APPELLATE JURISDICTION

I.A. NO.2
IN
CIVIL APPEAL NO.5210 OF 2007

ONGC Ltd.

...Appellant(s)

Versus

Garware Shipping Corporation Ltd.

...Respondent(s)

O R D E R

The interlocutory application is allowed in terms of prayer clause (i), which reads as under:

"Permit the appellant/ONGC Limited to encash the Bank guarantee for Rs.3.5 crores, furnished by the respondent."

.....J.
[S.H. KAPADIA]

.....J.
[AFTAB ALAM]

New Delhi,
October 19, 2009.