



2025:DHC:7503



\$~35to37

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
% *Date of Decision: 28th, August, 2025*
+ CM(M) 2085/2023 & CM APPL. 65380/2023 & CM APPL.
65382-65383/2023
NBCC INDIA LTD.Petitioner
Through: Mr. Debarshi Bhadra, Advocate
versus
MAVERICK DEVELOPERS AND COLONISERS PVT. LTD.
.....Respondent
Through: Mr. Akshat Gupta, Ms. Sakshi
Tikmany, Advocates.

36

+ CM(M) 2086/2023 & CM APPL. 65384/2023 & CM APPL.
65386-65387/2023
NBCC INDIA LTD.Petitioner
Through: Mr. Debarshi Bhadra, Advocate
versus
MAVERICK DEVELOPERS AND COLONISERS PVT. LTD.
.....Respondent
Through: Mr. Akshat Gupta, Ms. Sakshi
Tikmany, Advocates.

37

+ CM(M) 2094/2023 & CM APPL. 65497/2023 & CM APPL.
65499-65500/2023
NBCC (INDIA) LTD.Petitioner
Through: Mr. Debarshi Bhadra, Advocate
versus
MAVERICK DEVELOPERS AND COLONISERS PVT. LTD.
.....Respondent
Through: Mr. Akshat Gupta, Ms. Sakshi
Tikmany, Advocates.



CORAM:
HON'BLE MR. JUSTICE MANOJ JAIN
J U D G M E N T (oral)

1. All the abovesaid three petitions are connected petitions and, therefore, these are being taken up together and are being disposed of by this common order.
2. Three different suit were filed by *M/s Maverick Developers and Colonisers Pvt. Ltd.* (respondent herein). According to them, on the basis of the tender floated by NBCC India Limited, they submitted their bids for the work in question i.e. construction of RCC Overhead Tanks at different locations at Agartala, Tripura.
3. Their bids were accepted and, in compliance of the terms and conditions of the contract, they kept on submitting running bills from time to time which were even verified and cleared for payments by defendant- *M/s NBCC India Limited* (petitioner herein).
4. However, since the outstanding bills were not paid, the plaintiffs were constrained to file three different suits.
5. All the suits are summary in nature and the defendant i.e. *M/s NBCC India Limited* sought unconditional leave to defend.
6. Fact remains that, as per impugned order 28.07.2023, though the leave to defend has been granted but it is subject to deposit.
7. Such orders have been challenged and, according to defendant *NBCC Limited*, it was a fit case where unconditional leave to defend should have been granted.
8. Learned counsel for defendant has reiterated its proposal and submits that they would not press the present petitions and willing to deposit the



amount in question by way of bank guarantee before the learned Trial Court within four weeks from today.

9. He also submits that, in the interregnum, since the abovesaid condition was not complied with, the right to file written statement was closed and he, therefore, prays for restoration of such right.

10. Learned counsel for respondent/plaintiff states that she would have no objection in this regard. She only supplements that since the matter has already got delayed, considerably, the learned Trial Court be requested to decide the suits in question, as expeditiously as possible.

11. The amount to be deposited by way of bank guarantee in the three suits is as per the following table:-

Petition Number	Original Suit Number	Amount to be deposited
CM(M) No. 2085/2023	CS (COMM No. 123/2029)	Rs. 1,05,12,505/-
CM(M) No. 2086/2023	CS (COMM) No. 122/2019	Rs. 83,45,175/-
CM(M) No. 2094/2023	CS (COMM) No. 127/2019	Rs. 38,08,349

12. In view of the statements made today, all the three petitions are disposed of with the direction that the Bank Guarantee in terms of the abovesaid table be submitted by defendant before the learned Trial Court within four weeks from today.

13. Written statements, in all the three suits, be also submitted by the respective defendant within the abovesaid period of four weeks.



2025:DHC:7503



14. Needless to say, in view of the above, the right of the defendant to participate in the suit and to file written statement stands restored.
15. Petitions stand disposed of in aforesaid terms.
16. Pending applications also stand disposed of in aforesaid terms.
17. Learned Trial Court is also requested to proceed further with the matter, after the abovesaid compliance and to make best endeavor to dispose the suits expeditiously. It is, however, clarified that defendant would not be entitled to seek any extension, either with respect to furnishing of Bank Guarantee, or, for that matter, with respect to filing of written statement.

(MANOJ JAIN)
JUDGE

AUGUST 28, 2025/sw/JS