



2026:DHC:4784



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

Date of Decision: 26.05.2026

+ O.M.P.(I) (COMM.) 222/2026 & I.A. 14945/2026 (EX.)

M/S AP ENTERPRISESPetitioner

Through: Mr. G. Umapathy, Senior
Advocate along with Mr.
Aditya Singh and Mr. Avesh
Harshan, Advocates.

versus

CONTAINER CORPORATION OF INDIA LIMITED

.....Respondent

Through: Mr. R.K. Joshi, Mr. Ojusya
Joshi and Mrs. Shabnam Joshi,
Advocates.

**CORAM:
HON'BLE MR. JUSTICE HARISH VAIDYANATHAN
SHANKAR**

% **JUDGEMENT (ORAL)**

1. The present petition, filed under Section 9 of the Arbitration and Conciliation Act, 1996 [“Act”] seeks the following reliefs:

“(i) Grant ad-interim relief, restraining the Respondent from invoking or encashing the Performance Bank Guarantee No. 0322IGP251114771 dated 16.10.2025 for Rs. 10,19,622/-, pending hearing and disposal of this petition;

(ii) Pass an order restraining Respondent, its servants, employees and agents from Terminating the Contract No. CON/TECH/AREA-IV/O&M/HYTSTER RST/2025 dated 24.10.2025;

(iii) Restrain the Respondent from issuing a fresh tender till the disposal of the present Petition;

(iv) Grant ad-interim relief restraining the Respondent from making any recovery, deduction, or appropriation from any bills, amounts, or dues of the Petitioner on account of alleged risk-and-cost arrangements, alternate arrangements, penalties, or damages in connection with the Termination Notice or in consequence of the purported termination of the Contract, pending the disposal of the



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present Petition; and

(v) Pass such other and further orders as this Hon'ble Court may deem fit and proper in the interests of justice;”

2. Learned counsel appearing on behalf of the parties are *ad idem* that, in terms of Clause 23 of the Contract No. CON/TECH/AREA-IV/O&M/HYTSTER RST/2025 dated 24.10.2025 [“**Contract**”], the parties shall endeavour to amicably resolve the disputes *inter se* through direct and informal negotiation commencing from today.

3. Learned counsel for the parties further submit that the parties are also *ad idem* that, in the event the disputes remain unresolved upon the expiry of the aforesaid period of thirty (30) days, they shall invoke Clause 23.5 of the Contract and thereby approach the Delhi International Arbitration Centre for resolution of the disputes arising between them.

4. In view of the foregoing submissions, the present Petition, along with pending Application(s), if any, stands disposed of.

HARISH VAIDYANATHAN SHANKAR, J.
MAY 26, 2026/tk/dj