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

\# **CNR No. DLHC010802372025**

\+ ARB. A. (COMM.) 60/2025

MORTH THROUGH EE NH DIVISION AURANGABAD
.....Petitioner

Through:

versus

M S STATE CONSTRUCTION INTEGRATED WORKS GANGAMAI INDUSTRIES AND CONSTRUCTIONS LTD JOINT VENTURE
.....Respondent

Through: Mr. Kaustubh Sinha, Mr. Bishwabandhu Kumar and Mr. Hari Krishan Sangwa, Advocates.

CORAM:
HON'BLE MR. JUSTICE OM PRAKASH SHUKLA

JUDGMENT(ORAL)

% 28.10.2026

REVIEW PET. 512/2026 & I.A. 29711/2026

1. The present review petition has been filed seeking review of the judgment dated 17.09.2026 passed by this Court in ARB. A. (COMM.) 60/2025, particularly insofar as the restraint against invocation of the Performance Bank Guarantee was set aside.

2. The accompanying application under Section 151 of the Code of Civil Procedure, 1908[1] seeks restoration of *status quo* and consequential interim protection following the encashment of the Performance Bank Guarantee amounting to Rs.4,60,78,260/-.

[1] "CPC" hereinafter

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3. Needless to state, it is settled law that the scope of review jurisdiction is extremely limited.

4. A judgment may be reviewed only upon discovery of new and important evidence which, despite due diligence, could not have been produced earlier, or a judgment can be interfered where there is an error apparent on the face of the record, or any other sufficient reason within the meaning of Order XLVII Rule 1 CPC.

5. It is a trite law that review jurisdiction cannot be exercised to re-hear the matter on merits or to substitute an alternative view merely because such a view is possible.

6. Keeping the aforesaid principles in mind, in the present case, this Court finds no ground warranting interference with the impugned judgment.

7. The objections raised by the Review Petitioner arises from the subsequent invocation and encashment of the Performance Bank Guarantee on 24.09.2026 and 25.09.2026, respectively. The judgment dated 17.09.2026 merely set aside the restraint against invocation of the Performance Bank Guarantee and did not direct its encashment.

8. The legality of the subsequent invocation constitutes a distinct issue and cannot by itself, furnish a ground for review.

9. Additionally, no error apparent on the face of the record has been demonstrated warranting interference with the judgment dated

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17.09.2026.

10. Accordingly, the present review petition is dismissed.

11. It is clarified that this Court has not adjudicated upon issue of the subsequent invocation and encashment of the Performance Bank Guarantee, which may be agitated before the appropriate forum in accordance with law.

12. At this stage, learned Counsel for the Respondent submits that he may be given liberty to raise this plea as well as any other plea before the learned Arbitral Tribunal.

13. Accordingly, he is granted liberty to take all the pleas before the learned Sole Arbitrator and the learned Sole Arbitrator shall decide the same in accordance with law.

OM PRAKASH SHUKLA, J

OCTOBER 28, 2026/pa

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