

NATIONAL COMPANY LAW APPELLATE TRIBUNAL, PRINCIPAL BENCH,
NEW DELHI

I.A. No. 712 of 2022

IN

Company Appeal (AT) (Ins.) No. 1474 of 2019

IN THE MATTER OF:

Xylem Water Solutions India Pvt. Ltd.

....Appellant

Vs.

EPC Constructions India Ltd. & Ors.

....Respondents

Present:

For Appellant:-

Mr. Arun Kathpalia, Sr. Advocate with Mr. Atul Shankar Mathur, Mr. Umang Katariya, Mr. Ajay Monga, Advocates.

For Respondent:-

Ms. Ranu Purohit, Mr. Pradhuman Gohil, Mr. Vishnu Kumar, Mr. Sahitya Krishna, Advocates for R-4.

Chhavi Jain, Megha Rana, Advocates for EPC Construction India Ltd.

O R D E R
(Virtual Mode)

15.07.2022: The Ld. Counsel for the Appellant and Respondents are present.

I.A. No. 712 of 2022 has been filed by the Respondent No. 3 / Kotak Mahindra Bank (hereinafter referred to as “the Applicant”) in Company Appeal (AT) (Ins.) No. 1474 of 2019 seeking clarification that the Bank Guarantee issued by the Applicant also stands discharged in view of the fact that this Hon’ble Appellate Tribunal has discharged the Counter Guarantees issued by the Respondent No. 5 and the said Bank Guarantee is directed to be returned by the Beneficiary to the Applicant.

The Ld. Counsel for the Applicant while referring to page no. 30 of the I.A. showing the Performance Guarantee No. 402LG0858/13 dated 19.11.2013 submits that it should also be discharged.

We have perused the judgment dated 10.01.2022 passed by this Bench. It appears that due to clerical error, this fact has not been mentioned. Therefore, I.A. No. 712 of 2022 is hereby allowed and the Bank Guarantee preferred by the Respondent No. 3 (at page 30 of the I.A.) also stands discharged. This order be considered as a part of the Judgment dated 10.01.2022.

[Justice Anant Bijay Singh]
Member (Judicial)

[Ms. Shreesha Merla]
Member (Technical)

R.N./Kam./