HIGH COURT OF UTTARAKHAND AT NAINITAL

Writ Petition Misc. Single No. 3588 of 2026

25 November, 2026

Krystal Integrated Services Limited --Petitioner

Versus

Bharat Electronics Limited and Another --Respondents

Presence:-

Mr. Vijay Bhatt, learned senior counsel assisted by Mr. Digvijay Singh Bisht, Mr. Yash Patel and Mr. Yash Pandey, learned counsel for petitioner.

Hon'ble Pankaj Purohit, J. (Oral)

By means of the present writ petition, petitioner has challenged the impugned notice dated 02.11.2026 (Annexure No.1 to writ petition) of Respondent No.1-BEL bearing Ref. No.21097/Namchi-ICCC/BEL/KOT/0211, to the extent it purports to terminate the Purchase Orders at the petitioner's risk and cost, demands refund of approximately Rs.8.6 Crore and threatens invocation and encashment of the petitioner's PBG, as being arbitrary, contrary to the Purchase Orders and violative of Article 14 and further prayed for other ancillary reliefs.

2. Petitioner is a limited company. Respondent No.2-Namchi Smart City Limited entered into a contract with Respondent No.1-Bharat Electronics Limited (BEL) for developing smart city in Sikkim. Respondent No.1-BEL has given the sub-contract to the petitioner-company for the said purpose. Thereafter, a dispute arose regarding the work progress which resulted into issuance of impugned notice dated 02.11.2026 (Annexure No.1 to the writ petition), whereby, the purchase orders

were directed to be terminated at the risk and cost of petitioner and a demand of Rs.8.6 Crore was given and the encashment of the petitioner's bank guarantee was also threatened. It is feeling aggrieved by the said notice, petitioner is before this Court.

3. It is contended by learned senior counsel for the petitioner that the work has been conducted by the petitioner for the aforesaid purpose, which is reflected from the e-mail dated 23.10.2026 written by respondent No.2 (Annexure No.14 to the writ petition).

4. Learned senior counsel for petitioner admits that this is a contract between respondent No.1-BEL and petitioner-Company and in the contract itself, there is an arbitration clause.

5. In such view of the matter, when the arbitration clause is there in the contract, instead of filing the present writ petition, petitioner can seek redressal of his grievance in the arbitration proceedings before arbitrator.

6. In view of the above, the writ petition is not maintainable and no interference is warranted. Accordingly, the writ petition is dismissed *in-limine*.

7. Pending application, if any, stands disposed of accordingly.

(**Pankaj Purohit, J**.)
25.11.2026

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