

IN THE HIGH COURT OF BOMBAY AT GOA**WRIT PETITION NO. 600 OF 2008**

1. Twenty First Century Iron & Steel Ltd.,
a company registered under
Companies Act, 1956,
Represented by Mr. Lesly Mendonca,
Manager of the petitioner Company,
33/IA, Dhargal Village,
Opp. RTO Naka,
NH 17, Pernem Goa.
2. Shri Darshan Churiwala,
Shareholder and Director of the
Petitioner no.1 Company,
Having office at 33/1A,
Dhargal Village,
Opp. RTO Naka,
NH 17, Pernem Goa. Petitioners

V e r s u s

1. The State of Goa,
through Chief Secretary,
Secretariat, Porvorim,
Bardez Goa.
2. The Chief Electrical Engineer,
Electricity Department,
Government of Goa,
having office at Vidhyut Bhavan,
Panaji Goa.
3. The Executive Engineer,
Division VI (O & M),
Electricity Department,
Government of Goa,
Ansabhat, Mapusa Goa. Respondents

Mr. H. D. Naik, Advocate for the petitioners.

Mr. M. Salkar, Government Advocate for the respondents.

**Coram:- F. M. REIS &
K. L. WADANE, JJ**

Date :- 2nd July, 2015

ORAL JUDGMENT (Per F. M. Reis, J)

Heard Mr. H. D. Naik, learned counsel appearing for the petitioners and Mr. M. Salkar, learned Government Advocate appearing for the respondents.

2. After hearing the matter for some time, it was pointed out by the learned counsel appearing for the petitioners that by an interim order dated 17.12.2008, the electrical connection was released to the petitioners subject to the petitioners furnishing a bank guarantee for a sum of Rs.3 crores as security to satisfy the alleged claim of the respondents against the petitioners in Writ Petition No. 601 of 2008.

3. Mr. Naik, learned counsel appearing for the petitioners submits that in terms of the said order, the electrical connection has been released and in fact, the bank guarantee as directed therein has also been furnished to the respondents to meet such claim, if any of the respondents which is the subject matter of Writ Petition No. 601 of 2008.

4. Mr. Salkar, learned Government Advocate appearing for the respondents states that the above petition may be disposed of in terms of the interim order but however, the bank guarantee furnished by the petitioners should be kept alive until the disposal of the said Writ Petition No. 601 of 2008. Mr. Naik, learned counsel upon instructions agrees to keep the Bank Guarantee alive until the disposal of the said Writ Petition.

5. In view of the above, the petition stands disposed of in terms of the interim order dated 17.12.2008. The petitioners are directed to keep the bank guarantee of Rs.3 crores alive until the disposal of Writ Petition No. 601 of 2008. Rule is made absolute in above terms.

6. The petition stands disposed of accordingly.

K. L. WADANE, J

F. M. REIS, J

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