

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH, NAGPUR.

CIVIL APPLICATION [F] NO.1954/2015

IN FIRST APPEAL NO. 467/2003.

Vidarbha Irrigation Development Corporation and others.

-VERSUS-

Vishwanath Rangnathrao Ghuge and another.

Office notes, Office Memoranda of
Coram, appearances, Court's orders
or directions and Registrar's orders.

Court's or Judge's Orders

CORAM : **B.P.DHARMADHIKARI**
& P.N. DESHMUKH, JJ.

DATE : **AUGUST 25, 2015.**

Heard Shri H.D. Dangre, learned Counsel
for the applicant/original respondent no.1, Shri S.G.
Jagtap, learned Counsel for the original appellants
and Ms. Hiwase, learned A.G.P. for original
respondent no.2 - State, in First Appeal No. 467/2003.

2. This Civil Application is filed by the
original respondent no.1. Submission is, the
withdrawal permitted by this Court after furnishing
solvent surety, has been modified by the Hon'ble
Supreme Court on 16.05.2008 in Special Leave

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Petition No. 12852/2008. The Hon'ble Supreme Court has permitted withdrawal upon furnishing Bank Guarantee, with an undertaking to the Court that the respondent will keep that Bank Guarantee alive along with a letter from the Bank, that the Bank Guarantee shall be kept alive till the disposal of the appeal by the High Court.

3. Shri Dangre, learned counsel submits that accordingly the Bank Guarantee issued by the State Bank of India was filed and withdrawal has been effected. That Bank Guarantee has expired on 31.07.2015. The Bank Guarantee for further period has been obtained from a Multi State Scheduled Cooperative Bank namely – Janta Sahakari Bank Ltd., Pune, Branch at Aurangabad and the Registry of this Court has placed the matter before the Court for accepting it. He submits that as the said Bank Guarantee was not being accepted by the Registry, the respondent no.1 has taken out the present Civil Application.

4. Shri Jagtap, learned counsel for the original appellant/judgment debtor states that the Bank Guarantee of a Nationalised Bank only should be

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accepted by the Court.

5. However, after perusal of the orders of the Hon'ble Supreme Court dated 16.05.2008, we find that the Hon'ble Supreme Court has not directed the respondent no.1 to furnish Bank Guarantee only of a Nationalized Bank. The judgment debtors/original appellants are not giving any other reason for not accepting the Bank Guarantee of a Scheduled Multi State Cooperative Bank.

6. In this situation, if Bank Guarantee furnished by the original respondent no.1/applicant is in accordance with the directions of the Hon'ble Supreme Court, as contained in its order dated 16.05.2008, the Registry to accept the same. Civil Application is, thus, allowed and disposed of. No costs.

JUDGE

JUDGE

Rgd.