

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

SUIT NO.774 OF 1996

Jindal Overseas Pvt. Ltd. and Anr.Plaintiffs

Vs.

IPAC Pvt. Ltd. and Ors.Defendants

Mr. Gauraj S. Shah i/b. Kanga and Co. for plaintiff.

None for defendants.

CORAM : K.R.SHRIRAM, J.

DATE : 30th JUNE, 2017

PC.:

1 Pursuant to order dated 14th March, 1996 passed by a Single Judge of this court read with order dated 16th September, 1996 passed by the Apex Court and order dated 14th July, 1997 passed by a Single Judge of this court, plaintiffs have kept alive a bank guarantee in the sum of Rs.76,48,000/- since 1997. Year to year plaintiffs have been renewing the bank guarantee.

2 The bank guarantee had to be given because defendant no.1 had objected to delivery being given to plaintiffs by defendant nos.2 and 3 on the basis that defendant no.1 had a claim for reimbursement in the sum of Rs.1,04,00,000/-. The brief background of the matter has been explained in paragraph 6 (a), 7, 8 and 9 of the order dated 14th March, 1996.

3 Defendant no.1 has not filed any written statement or a counter claim. The Advocate for defendant no.1 has also obtained a

discharge in the matter. When the matter was listed on 23rd June, 2017 none appeared for defendants. Even on earlier occasions, I find from the orders, that defendants have not been appearing. Therefore, it is quite clear that defendants have no intention to make a claim for the amounts, which it had stated during the arguments as recorded in the order dated 14th March, 1996.

4 In the circumstances, registry is directed to cancel the bank guarantee and return the same to plaintiffs. The suit accordingly stands disposed. Refund, if any of court fees in accordance with rules.

(K.R. SHRIRAM, J.)