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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD**

**CIVIL APPLICATION NO.12774 OF 2018
IN
FIRST APPEAL NO.2802 OF 2013**

Daivshala w/o Prabhakar Kutwad ,
Through her power of attorney ..APPLICANT

VERSUS

The Maharashtra Industrial Development
Corporation,
Through Regional Officer & anr. ..RESPONDENTS

Mr A.N. Irpatgire, Advocate for applicant;
Mr S.B. Bhosale, Advocate for respondent no.1;
Mr A.R. Kale, A.G.P. for respondent no.2;
Mr S.C. Swami, Advocate for respondents no.1 (A) to 1(C) of F.A.

**CORAM : PRASANNA B. VARALE
AND
MANISH PITALE, JJ.**

DATE : 12th October, 2018

ORAL ORDER:

Heard learned Counsel appearing on behalf of the applicant.

2. By the present application, the applicant who is original claimant prays for withdrawal of the amount of interest accrued on the amount invested in fixed deposit.

(2)

3. Learned Counsel submitted that in view of the orders of this Court, the applicant was permitted to withdraw the amount by submitting bank guarantee. Learned Counsel invited our attention to page 13 of the application to submit that the Collector, Latur makes a reference to the fact that the bank guarantee is submitted to the authority. Learned Counsel then invited our attention to the orders passed by the Honourable the Apex Court as well as by this Court in identical circumstances. These orders dated 28th April, 2017 and 10th August, 2018, respectively, are placed on record at pages 16 and 19 of the application. In view of these facts, Civil Application is allowed in terms of prayer clause (B) and disposed of accordingly.

(MANISH PITALE, J.)

(PRASANNA B. VARALE, J.)

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