

IN THE HIGH COURT OF JUDICATURE OF BOMBAY
BENCH AT AURANGABAD

WRIT PETITION NO. 848 OF 2018
WITH
WRIT PETITION NO. 849 OF 2018
WITH
WRIT PETITION NO. 851 OF 2018
WITH
WRIT PETITION NO. 989 OF 2018

VITTHOBA BHIVRAO SONTAKKE
VERSUS
THE STATE OF MAHARASHTRA AND OTHERS

Advocate for Petitioner : Shri Chaitanya C. Deshpande.
AGP for Respondent Nos. 1 & 2 : Shri V.S. Badakh and
Shri S.K. Tambe.

CORAM : RAVINDRA V. GHUGE, J.
Dated : 23rd January, 2018

PER COURT :

1. In these three matters, the identically placed petitioners are aggrieved by the orders dated 30/03/2007 and 22/09/2017. By first impugned order the petitioners are aggrieved as the Executing Court directed the petitioners to tender a Bank Guarantee for the withdrawal of entire compensation amount. By the second impugned order, the petitioners are aggrieved that the Executing Court has declined to release the petitioners from the Bank Guarantee.

2. Learned counsel for the petitioners submits that after the LAR

Court enhanced the compensation in favour of these petitioners, the state has approached this Court by filing a First Appeal which has been admitted. No interim relief is granted to the State. There are judicial pronouncement by the Apex Court as well as by this Court that Bank Guarantee cannot be asked for when it comes to releasing the amount of compensation of the land which has been acquired.

3. Since, the First Appeals preferred by the State are pending and the petitioner desires to challenge the order dated 30/03/2007 in the year 2018, I am not entertaining these petitions to that extent.

4. Learned counsel for the petitioner submits that he would approach the learned Single Judge where the First Appeals are pending and would make a request for releasing the petitioners from the Bank Guarantee.

5. In so far as the second impugned order is concerned, it was the Bank which directed the petitioners to deposit 20% of the amounts in fix deposit receipts as a pre-condition for extending the Bank Guarantee. The Executing Court has, therefore, rightly observed that since, this aspect pertains to the Bank regulations and policies of the said Bank, the Executing Court cannot direct the Bank to release the guarantee.

6. Considering the above and keeping in view that the petitioners desire to approach the learned Court in the pending First Appeal with regard to their grievance as against the Bank Guarantee, these petitions are disposed of.

(RAVINDRA V. GHUGE, J.)

S.P.C.