

Shailaja

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE SIDE JURISDICTION

CIVIL APPLICATION NO.625 OF 2018

IN

WRIT PETITION NO.3097 OF 2002

M/s. Coromandel International Ltd. | Petitioner

Vs.

Superintendent of Stamps and others.] Respondents

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Mr. Rupesh Lanjekar, for Applicant.

Mr. A.A. Alaspurkar, A.G.P, for Respondents No. 1 to 4.

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CORAM : R.G. KETKAR, J.

DATE : 13TH MARCH, 2018.

P.C.

Not on board. At the request of Mr. Lanjekar, taken up in the production board.

2. Heard Mr. Lanjekar, learned Counsel for the petitioner and Mr. Alaspurkar, learned A.G.P, for respondents No.1 to 4.

3. This is an application for renewal of Bank Guarantee and directing the Registrar (Appellate Side) of this Court to accept the original Bank Guarantee issued by HDFC Bank Ltd which is valid till 28th September, 2018.

4. By order dated 5th June, 2002 this Court (Coram: D.K. Deshmukh, J.) admitted the Writ Petition and granted interim stay in

terms of prayer clause (d) subject to the condition that within a period of two weeks from the date of the order, the petitioners submit Bank Guarantee of a nationalized Bank in the amount of Rs. 5,00,000/- to the satisfaction of the Registrar of this Court. The petitioners were also directed to keep the Bank Guarantee current/alive during the pendency of the Petition and the Bank Guarantee shall be renewed by the petitioners every time, at least two weeks before expiry of the period of Bank Guarantee. It was also made clear that if the Bank Guarantee is not renewed before two weeks of the expiry date, the Registrar will be entitled to invoke the Bank Guarantee.

5. Mr. Lanjekar submitted that for the reasons stated in paragraph 3 of the application, the delay in renewing the Bank Guarantee may be condoned. He assures that in future he will comply the conditions stipulated in the order dated 5th June, 2002 as regards renewal of the Bank Guarantee. He further submits that the petitioner has obtained Bank Guarantee on 9th October, 2017 which is valid till 28th September, 2018. He has enclosed true copy of the Bank Guarantee to that effect.

6. In view thereof and for the reasons stated in paragraph 3, Civil Application is allowed in terms of prayer clause (b) with no order as to costs. The applicant shall ensure compliance of order dated 5th June, 2002 as regards renewal of the Bank Guarantee two weeks before the expiry of Bank Guarantee.

7. All the parties to act upon authenticated copy of this order.

[R.G. KETKAR, J.]