

Santosh

IN THE HIGH COURT OF BOMBAY AT GOA
MISC. CIVIL APPLICATION NO.171 OF 2019
IN
WRIT PETITION NO.178 OF 2015

Sociedade de Fomento Industrial

Pvt. Ltd.

.....

Applicant.

Versus

The Assistant Commissioner of Income

Tax and others.

.....

Respondents.

Mr. S. S. Kantak, Senior Advocate with Ms. Swati S. Kamat Wagh,
Advocate for the Applicant.

Ms. Susan Linhares, Junior Central Govt. Standing Counsel for the
Respondents.

Coram : M.S. Sonak &
Prithviraj K. Chavan, JJ.

Date : 14 February 2019.

P.C.:

1. The learned Counsel for the parties state that they have no objection to this Bench taking up this Application.
2. Heard Mr. S.S. Kantak, learned Senior Advocate, with Ms. Swati Kamat Wagh for the Applicant and Ms. Susan Linhares, learned Standing Counsel for the Respondents.
3. By this Civil Application, the Applicant seeks the following

reliefs :

“a) This Hon'ble Court be pleased to modify the Order dated 08.05.2015, by relieving the Applicant from the obligation of furnishing any Bank Guarantee from the date of this application, in respect of reassessment proceedings for AYs 2008-09 to 2011-12;

*b) In the alternative, this Hon'ble Court be pleased to permit the Applicant to furnish Bank Guarantee of any Scheduled Bank instead of a Nationalized Bank by ordering that the word “**Nationalized**” in para 9 of the Order dated 08.05.2015 be replaced and substituted by the word “**Scheduled**”;*

c) Pass such other and further Orders, as this Hon'ble Court deems fit and proper”.

4. Mr. Kantak, learned Senior Advocate for the Applicants, on the basis of the instructions, makes a statement that the Applicants do not press the relief in terms of prayer clause (a), at this stage.

5. In so far as the relief in terms of prayer clause (b) is concerned, Ms. Linhares, learned Standing Counsel, on the basis of the instructions, states that she has no objection if the same is granted.

6. Mr Kantak, learned Senior Advocate for the Applicant states that the Applicants will furnish Bank Guarantee from ICICI Bank.

7. Accordingly, this Misc. Civil Application is made absolute in terms of prayer clause (b) as aforesaid. The Applicants are permitted to furnish the Bank Guarantee from ICICI Bank, which is stated to be a Scheduled Bank.

8. The Misc. Civil Application is disposed of in the aforesaid terms.

(Prithviraj K. Chavan, J.)

(M.S. Sonak, J.)