

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.2573 OF 2019

Overseas Tradelink	 Petitioner
Vs.	
Union of India & Others	 Respondents

Dr. Sujay Kantawala with Mr. Anupam Dighe,
Ms Poorva Patil & Ms Chandani Tanna i/by India
Law Alliance for the Petitioner.
Mr. Pradeep S. Jetly for Respondent Nos.2 & 3.

CORAM: S.C. DHARMADHIKARI &
M.S. KARNIK, JJ.

DATE : FEBRUARY 28, 2019

P.C:

1. Heard both sides. Ordinarily, we are extremely reluctant to interfere with any orders of this nature, particularly provisionally releasing goods which have been seized by the Customs.

2. In this case, our attention is invited to the seizure memo and the amount stipulated therein and it is stated that at

best the duty draw-back to the extent of Rs.7,00,000/- has been availed of in excess of what is the entitlement. If this is the allegation, according to Mr. Kantawala, then the demand for Bank Guarantee in the sum of Rs.30,00,000/- is exorbitant, excessive, arbitrary, unreasonable and grossly unfair, particularly when the export consignment is of ready-made garments and lying in custody since November, 2018. There is no initiation of any proceedings for the last three (3) months.

3. Having given our anxious consideration to the arguments of both sides and in the facts and circumstances of this case and peculiar to it, we do not dismiss this petition on the ground that the petitioner has alternate and equally efficacious remedy of challenging the provisional release order. In the facts and circumstances peculiar to this case, we bring the amount of the Bank Guarantee to be furnished down from Rs.30,00,000/- to Rs.10,00,000/-. On the submission of a Bank Guarantee in the sum of Rs.10,00,000/- together with the Bond equivalent to the value of the goods and both the conditions being complied with, the export consignment shall be released

by the authorities forthwith.

4. The writ petition is disposed of in these terms but by clarifying that this order shall not operate as a precedent in future cases and particularly the consignment of ready-made garments.

5. It is clarified that this order is without prejudice to the rights and contentions of both sides.

6. All concerned to act upon an authenticated copy of this order.

(M.S. KARNIK, J.)

(S.C. DHARMADHIKARI, J.)