

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH, NAGPUR

CIVIL APPLICATION 2079 OF 2019
WITH
PURVIS STAMP 4886 OF 2019
IN
WRIT PETITION 926 OF 2007 (D)

Raisaheb Rekhchand Gopaldas Mohta Spinning and Weaving Mills
Vs
Mohta Mills Workers Cooperative Society Ltd., and others.

*Office Notes, Office Memoranda of Coram,
appearances, Court's orders of directions
and Registrar's Orders.*

Court's or Judge's orders.

Shri S.C. Mehadia, counsel for petitioner
Shri A.M. Ghare, counsel for respondents 1 and 2.
Shri N.S. Rao, AGP for respondents 3 and 4.

CORAM: ROHIT B. DEO, J.
DATE: 25.09.2019.

The petitioner has filed on record a praecipe stating that the Bank Guarantee which was valid till 13.03.2019 may be returned to the petitioner in view of the disposal of the petition. Shri S.C. Mehadia, learned counsel for the petitioner submits that the said Bank Guarantee was given as a condition for the interim order.

2. Civil Application 2079/2019 is moved by respondent-2 seeking extension of the Bank Guarantee on the ground that after this Court remanded the matter, the respondent -3 has confirmed the earlier order and an amount of Rs. 19,30,604/- is recoverable alongwith interest.

3. It would not be appropriate to consider the prayer in civil application 2079/2019 in a disposed of petition. The

respondent-2 is free to execute the order passed by respondent-3. The expired Bank Guarantee can be returned to the petitioner, and it is directed accordingly.

4. However, if an application for execution of the order passed by the respondent-3 is preferred within two weeks, the appropriate authority shall finally decide the same within next two weeks. It is stated that the execution shall be by way of recovery as arrears of land revenue.

5. Civil application 2079/2019 is disposed of accordingly. No further order is necessary on the praecipe and the expired Bank Guarantee may be returned to the petitioner.

JUDGE