

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

WRIT PETITION (L) NO.772 OF 2020

A1 Facility & Property Managers
Pvt. Ltd.

.... Petitioner

versus

Union of India, through Chairman,
Railway Board & Ors.

.... Respondents

.....

- Mr.Atul Damle, Senior Advocate a/w Ms.Shakuntala Joshi a/w Ms.Nikita Pawar i/b. S.I. Joshi & Co., Advocate for Petitioner.
- Mr.T.J. Pandian, Advocate for Respondent.

**CORAM : K. K. TATED &
SARANG V. KOTWAL, JJ.
DATE : 13th MARCH, 2020.**

P.C. :

1. Heard learned Counsel for the parties.
2. Pursuant to the order dated 11/03/2020 passed by this Court, Senior Counsel Mr.Atul Damle appearing for the Petitioner filed affidavit-cum-undertaking dated 13/03/2020, stating that the Petitioner undertakes to comply with the terms and conditions of letter dated 11/12/2019 i.e. providing bank

guarantee for sum of Rs.10,92,53,760/- (Rupees Ten Crores Ninety Two Lakhs Fifty Three Thousand Seven Hundred Sixty only) in favour of Respondent on or before 31/03/2020.

3. The Vice President of Petitioner, Mohammed Parvez Shaikh, who has given undertaking, is present in Court. He entered into witness box. He admits the undertaking. Hence same is accepted, taken on record and marked 'X' for identification.

4. Learned Counsel appearing on behalf of Respondent filed their reply dated 13/03/2020. Learned Counsel for Respondent submits that if time is extended, that may be made conditional. He submits that if the Petitioner fails and neglects to comply with the terms and conditions of the letter dated 11/12/2019, within extended time, in that case, the contract should stand cancelled automatically, without reference to the Court.

5. This condition is accepted by the learned Senior Counsel for the Petitioner.

6. Hence by consent of both the parties, following order is passed:

- (a) The Petitioner to comply with the terms and conditions of the letter dated 11/12/2019 i.e. providing bank guarantee of sum of Rs.10,92,53,760/- (Rupees Ten Crores Ninety Two Lakhs Fifty Three Thousand Seven Hundred Sixty only) in favour of the Respondent on or before 31/03/2020.
- (b) If the bank guarantee is provided within time, it is to be treated that Petitioner has complied with the terms and conditions of the letter dated 11/12/2019.
- (c) In case there is default on the part of the Petitioner to provide bank guarantee within time i.e. on or before 31/03/2020, in that case, the contract between the Petitioner and the Respondent shall stand cancelled without referring

back to the Court and Respondents are entitled to take appropriate steps according to law.

- (d) Interim protection granted by earlier order dated 11/03/2020 to continue till 31/03/2020.
- (e) With these directions, Writ Petition stands disposed of.
- (f) No order as to cost.

(SARANG V. KOTWAL, J.)

(K.K.TATED, J.)