

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD**

**CIVIL APPLICATION NO.5904 OF 2020
IN
FIRST APPEAL NO.502 OF 2017**

**NAGORAO VITTHALRAO SALUNKE
VERSUS
REGIONAL OFFICER, M.I.D.C. LATUR AND ORS**

...
Advocate for the Applicant : Shri Irpatgire A.N.
Advocate for Respondent 1 : Shri S.S. Dande
AGP for Respondents 2 and 3 : Shri S.G. Sangle
...

**CORAM : RAVINDRA V. GHUGE
&
S.G. MEHARE, JJ.**

DATE :- 20th July, 2021

Per Court :-

1. The applicant/ original claimant has put forth prayer
clause B as under :-

*“B) The applicant may kindly be allowed to withdraw
and direct the Registry of this Hon’ble Court to
discharge and return the Bank Guarantee of State
Bank of Hyderabad bearing No.112/2016-17 dated
14.03.2017 furnished by the applicant in
pursuance of the order passed dated 14.03.2017 in
Civil Application no.9686/2016 in First Appeal
No.3981/2016.”*

2. We have perused the earlier order passed by the
coordinate Bench of this Court dated 14.02.2017 in Civil Application
No.9686/2016 in First Appeal No.502/2017. We have also perused
the order passed by the Honourable Supreme Court on 17.07.2017 in
Civil Appeal No.9160/2017.

3. Considering the fact that the applicant tendered the

bank guarantee for 50% of the deposited amount under the orders of the learned Joint Civil Judge, Senior Division, Latur dated 04.06.2018, which is the Reference Court, we permit the applicant to have his bank guarantee tendered to this Court, to be released. The Registry of this Court shall release the bank guarantee tendered by the applicant, forthwith.

4. The applicant has prayed for withdrawal of the interest amount that has accrued on the deposited amount. He has placed reliance on several orders passed by this Court allowing such claimants to withdraw the interest amount.

5. Shri Dande, learned advocate appearing for the appellant/ statutory authority, submits that the appellant is opposing withdrawal of even a single penny from the interest amount. However, if this Court is inclined to allow the applicant to withdraw the interest amount, the same principle of tendering the bank guarantee to the extent of 50% of the interest amount to the satisfaction of the learned Registrar (Judicial) of this Court and the remaining 50% interest amount to be withdrawn on an affidavit undertaking by the applicant/ claimant, may be followed.

6. The learned advocate for the applicant, on instructions, is agreeable.

7. In view of the above, this Civil Application is partly allowed as under :-

(a) The bank guarantee of the State of Bank of Hyderabad bearing No.112/2016-17 dated 14.03.2017 tendered by the applicant

be released forthwith.

(b) Insofar as the interest amount is concerned, the applicant shall tender the bank guarantee, for withdrawing 50% of the interest amount, to the satisfaction of the learned Registrar (Judicial) of this Court and to the extent of the balance 50% of the interest amount, the applicant shall tender an affidavit undertaking setting forth the statement that if an adverse order is passed against him in the pending First Appeal and if he is required to return any portion of such amount, he would do so within eight weeks from the date of such adverse order.

8. List First Appeal No.502/2017 for final hearing on 31.07.2021 (Saturday). Shri Irpatgire undertakes to supply the list of matters arising out the same acquisition proceedings so as to be listed on 31.07.2021, on or before 29.07.2021.

kps

(S.G. MEHARE, J.)

(RAVINDRA V. GHUGE, J.)