

IN THE HIGH COURT OF ORISSA AT CUTTACK

W.P (C) No. 14476 of 2020

***M/s.Sainik Mining and Allied
Services Limited, Angul***

.....

Petitioner

Mrs. S. Mohapatra , Advocate

Vs.

***The Chairman-cum-Managing
Director, MCL and others***

.....

Opposite Parties

Mr. R. Sharma, Advocate

CORAM:

DR. JUSTICE B.R. SARANGI

MR. JUSTICE GOURI SHANKAR SATAPATHY

ORDER

16.08.2022

Order No.

04

This matter is taken up through hybrid mode.

2. Heard Mrs. S. Mohapatra, learned counsel appearing for the petitioner and Mr. R. Sharma, learned counsel appearing for opposite parties no.1 to 4.

3. The petitioner has filed this writ petition seeking to quash the letter/order dated 08.06.2020 under Annexure-1 and to issue direction to the opposite parties not to encash the Bank Guarantees bearing BG No.003GT0216055006 dated 24.02.2016 of Rs.1,80,90,700.00 and BG No.0007BGR0195417 dated 27.12.2016 of Rs.1,27,92,700.00 deposited by the petitioner in NIT-099 and further to issue direction to the opposite parties not to deduct any shortfall penalty from bank guarantee or the security deposit or from any other account of the petitioner-company.

4. While entertaining this writ petition, this Court in I.A. No.6781 of 2020 passed interim order on 19.06.2020 to the following effect:

“Issue notice above. Accepted one set of process fee.

In the interim, it is directed that the impugned letter-cum- Order dated 08.06.2020, Annexure-1 shall remain stayed till the next encash the Bank Guarantees, bearing BG No.003GT0216055006 dated 24.02.2016 for Rs.1,80,90,700.00/- and BG No. 007BGR0195417dated 27.12.2016 for Rs.17,27,92,700.00/- and shall also not take

any coercive action against the petitioner-Company till the next date”.

5. Opposite parties have filed counter affidavit. Paragraph-9 of the said counter affidavit reads as under:

“9. That the averments made in paragraph 2 to 7 & 9 to 14 of the writ petition are matters of record and hence needs no reply.

It is humbly submitted by these opposite parties here that the bank guarantees as mentioned in paragraph 10 of the writ petition has been taken back by the petitioner on 25.06.2020 by depositing the penalty amount Rs.80,19,057.88 on his own volition, even after the interim order passed by this Hon’ble court vide order dt.19.06.2020. In the interim this Hon’ble Court had stayed the Letter-cum-order dt.08.06.2020 under Annexure-1. The Hon’ble Court had further directed not to encash the Bank Guarantees and not to take any coercive action against the petitioner till next date”.

6. Mrs. S. Mohapatra, learned counsel appearing for the petitioner states that she has no instructions whether the petitioner has taken back the bank guarantee deposited by it. Therefore, she seeks time to obtain instructions in the matter.

7. As it appears, the petitioner, on his own volition, has taken back the bank guarantee deposited by it. Therefore, nothing remains to be adjudicated in this writ petition in view of specific stand taken in paragraph-9 of the counter affidavit. Accordingly, the writ petition stands disposed of.

(DR. B.R. SARANGI)
JUDGE

(G.S.SATAPATHY)
JUDGE