IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

INTERIM APPLICATION NO. 1416 OF 2022
IN
CRIMINAL WRIT PETITION NO.4605 OF 2015

M/s.Ruchi Soya Industries Ltd. and Anr. .. Applicants
Versus
The Controller of Rationing and
District Civil Supplies, Mumbai and Anr. .. Respondents

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Mr.Kirti Parekh Counsel a/w. Mr.K.g. Mhatre i/b. M/s.Mhatre and Associates, Advocate for the Applicants.

Mr.Vikas Sonawane, Inspector Rationing, Food & Civil Supplies, Mumbai, present.

Mr.Arfan Sait, APP for the Respondent No.2-State.

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CORAM : PRAKASH D. NAIK J.

DATED : JULY 01, 2022.

P.C. :

This Interim Application is for seeking permission to renew Bank Guarantee No.FINBG201500044 in the sum of Rs.13,68,888.41, for a period from 30th January, 2022 to 29th January, 2023.

2 The Bank Guarantee was subsisting from 30th January, 2018 to 29th January, 2022.

3 The applicants had preferred Writ Petition No.4605 of 2015, before this Court challenging the order dated 2nd November, 2015 and 7th November, 2014, passed by the respondent and seeking implementation and enforcement of order dated 2nd November, 2015, passed by the Additional Sessions Judge/Special Judge (CBI), Greater Mumbai. The said petition was admitted *vide* order dated 3rd February, 2016, and, interim relief was granted in terms of prayer Clause (b)(iv), pending the final disposal of the petition. The Court further directed that since the Bank Guarantee stands expired on 29th January, 2016, the petitioner was permitted to renew the same within two weeks. It was also directed that if the Bank Guarantee is not renewed within the time granted, the interim order would stand vacated. Thereafter the Bank Guarantee was renewed upto 2018. However, subsequently, on account of NCLT proceedings, the bank guarantee could not be renewed as there was moratorium imposed by NCLT. The applicants has preferred interim application for condonation of delay since the time to review the Bank Guarantee had lapsed.

4 Learned counsel for the applicants submits that non renewal of the Bank Guarantee was not deliberate. It was on account of situations prevalent, it could not be renewed. Learned APP

submitted that the time to renew the Bank Guarantee in accordance with the order passed by this Court had come to an end. The order was self operative.

5 Considering the factual matrix of the matter and the fact that the applicants had shown bonafides and reasons for non renewal of the Bank Guarantee, the applicants can be permitted to renew the said Bank Guarantee.

6 Hence, I pass the following order:

:: **ORDER** ::

(i) Interim Application No.1416 of 2022, is allowed in terms of prayer Clause (A);

(ii) Renewal of Bank Guarantee may be completed within a period of two weeks;

(iii) Registrar Sessions Court is directed to accept renewal of Bank Guarantee;

(iv) Interim Applications stands disposed of accordingly.

(PRAKASH D. NAIK, J.)