

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

WRIT PETITION NO.7715 OF 2018

Anil s/o Debulaji Agrawal,
Aged about 52 years,
Occupation: Agriculturist & Business,
R/o Tajshree Laxman Building,
Lakadganj, Nagpur. **PETITIONER**

...V E R S U S...

1. Nilesh s/o Fulchand Talathi,
Aged about 52 years,
Occupation: Business & Agriculturist,
R/o Deoranjani Apartment, Second Floor,
178-B, Shivaji Nagar, Nagpur.
2. Vasatn s/o Vinayak Nanekar,
Aged about 63 years,
Occupation: Retired,
R/o C-Wing, NIT Complex,
Fifth Floor, Hill Road,
Ramnagar, Nagpur.
3. Ranjana w/o Shashikant Bende,
Aged about 47 years,
Occupation: Agriculturist,
R/o 18, Tilak Nagar, Nagpur.
4. Shashikant s/o Balkrushna Bende,
Aged about 52 years,
Occupation: Service,
R/o 18, Tilak Nagar, Nagpur.
5. The Deputy Collector & Special Land
Acquisition Officer (General), Nagpur,
having office at First Floor,
Collectorate Building,
Civil Lines, Nagpur. **RESPONDENTS**

Mr. Atul Pande, Advocate for Petitioner.
Mr. V. S. Dhobe, Advocate for Respondent 1.
Mr. S. S. Ghate, Advocate for Respondent 2.
Mr. D. P. Thakare, Addl. Govt. Pleader for Respondent
5/State.

CORAM: **ROHIT B. DEO, J.**
DATE: **4th JANUARY, 2022.**

ORAL JUDGMENT:

Heard.

2. Rule.

3. With consent, the petition is finally heard.

4. The petitioner who is the defendant 4 in Special Civil Suit 1095/2008 suffered an order whereby he was directed to deposit amount of Rs.24,75,000/- (Rupees Twenty Four Lakhs and Seventy Five Thousand) received as compensation for the land acquired, in court. The learned trial Judge, who is in seisin of the suit for specific performance of contract reasoned that since the original land owner sold the property, despite the agreement, in favour of defendant 4, the amount of compensation for the land acquired ought to be deposited in the court to secure the interest

of the plaintiff, should he succeed.

5. The petitioner preferred miscellaneous civil appeal challenging the said order. The appellate authority partly allowed the appeal and directed the petitioner to furnish bank guarantee for Rs.24,75,000/- (Rupees Twenty Four Lakhs and Seventy Five Thousand).

6. It would not be necessary to deal with the matter on merit since the contesting parties agree that the order impugned can be modified and the petitioner may be directed to furnish bank guarantee for 50% of the amount and to furnish solvent surety, to the satisfaction of the trial Judge, for the balance amount.

7. With consent, the order impugned is set aside and is substituted by the following direction.

8. The petitioner – defendant 4 shall furnish bank guarantee in the sum of Rs.12,37,500/- (Rupees Twelve Lakhs Thirty Seven Thousand and Five Hundred) and shall furnish solvent surety for the remaining amount, to the satisfaction of the learned trial Judge.

9. The petition is disposed of in the aforesaid terms.

10. Considering that the suit is pending since 2009, the trial court is requested to proceed with the suit as expeditiously as possible.

JUDGE

NSN