

14.05.2024
Item Nos. 29 & 41
PG/KS
Ct. No.1

C.P.A.N. 665 of 2024
In
M.A.T. 19 of 2024
Shri Deep Prabhakar
Versus
Shri Swapan Kumar Gupta, Branch Manager
and Constituted Attorney of the
M/s. Samudera Shipping Line
(India) Private Limited
With
M.A.T. 19 of 2024
With
I.A. No. CAN 3 of 2024
Shri Deep Prabhakar,
Proprietor of M/s. Deep International
Versus
Union of India & Ors.

Mr. Arijit Chakrabarti
Mr. Nilotpall Chowdhury
Mr. Prabir Berafor the appellant/contempt
applicant

Mr. Pranit Bag
Mr. Ramanuj Roy Chowdhury
Ms. Swastika Sengupta.....for the respondent no. 7/
alleged contemnor

Mr. Kaushik Dey
Mr. Tapan Bhanjafor the Customs Authority
in M.A.T. 19 of 2024
Mr. S. Roy Chowdhury
.....for the Union of India

In Re: I.A. No. CAN 3 of 2024

1. This application has been filed by the 7th respondent in M.A.T. 19 of 2024 and the 7th respondent/alleged contemnor in the contempt application. This application has been filed for a direction upon the appellant/contempt applicant to furnish bond of Rs.

1,43,66,648.20/- as mentioned in the invoice dated 24th April, 2024.

2. Earlier, M/s. Samudera Shipping Line i.e. the 7th respondent/alleged contemnor had filed I.A. No. CAN 2 of 2024 in C.P.A.N. 665 of 2024 with the dual prayer. The first limb of the prayer was to review the judgment in M.A.T. 19 of 2024 with I.A.No. CAN 1 of 2024 dated 16th January, 2024 or in the alternative to recall such an order. This application was dismissed by order dated 24th April, 2024. After the said dismissal, the present application being I.A. No. CAN 3 of 2024 has been filed in M.A.T. 19 of 2024 seeking for the directions aforementioned.
3. It is not in dispute that in terms of the order dated 16th January, 2024 in M.A.T. 19 of 2024, the appellant/applicant in contempt application had furnished a bank guarantee for the amount demanded in the proforma invoice dated 6th October, 2023 but however, the Shipping Line viz. M/s. Samudera Shipping Line refused to accept the same and returned the bank guarantee.
4. It is argued by the learned advocate for the M/s. Samudera Shipping Line that the financial interest of the Shipping Line has to be safeguarded and have to be protected for the entire amount as mentioned in invoice dated 24th April, 2024.

5. Had the Shipping Line accepted the demand draft in obedience to the order dated 16th January, 2024, the matter would have been different. However, they did not abide by the order to return the bank guarantee, which was furnished by the appellant/contempt applicant. Subsequently, in C.P.A.N. 665 of 2024, an order was passed on 24th April, 2024 directing the directions issued on 16th January, 2024 to be complied with by the Shipping Line within a week from date, failing which, the Court will take stringent measures. Once again, Shipping Line refused to accept the bank guarantee. Thus, it appears that the Shipping Line does not have any respect or regard for the order passed by the Court and the Court will be justified to initiate contempt action against them and its Directors. But, however, considering the subject involved in the matter and the earlier order passed in the appeal dated 16th January, 2024, the appellant/contempt applicant viz. Shri Deep Prabhakar, proprietor of M/s. Deep International is directed to furnish a bond for the deficit amount i.e. the amount mentioned in the invoice dated 24th April, 2024 less the amount for which the bank guarantee has been drawn. The bond and bank guarantee shall be submitted by the appellant/contempt applicant by 17th May, 2024 and the Shipping Line is directed to comply with the order dated 16th January, 2024 by 21st May, 2024.

6. List the matter on 21st May, 2024 for reporting compliance.
7. With the above observations/directions, I.A. No. CAN 3 of 2024 in M.A.T. 19 of 2024 stands disposed of.
8. No costs.
9. Urgent photostat certified copy of this order, if applied for, be furnished to the parties expeditiously upon compliance of all legal formalities.

10.

(T.S SIVAGNANAM)
CHIEF JUSTICE

(HIRANMAY BHATTACHARYYA, J.)