

S.R.JOSHI

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
APPELLATE SIDE CIVIL JURISDICTION**

WRIT PETITION NO. 5412 OF 2024

Tasgaonkar Sugar Mills Pvt. Ltd., ... Petitioners

Versus

The Union of India & Others ... Respondents

Mr. Sumedh S. Modak i/b. Mr. Vijay Killedar, for the Petitioners.

Mr. Tushar Bhavsar, for Respondent Nos. 1 & 2.

Mr. Sachin Kankal, AGP for Respondent-State.

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**CORAM: G. S. KULKARNI &
FIRDOSH P. POONIWALLA, JJ.
DATED: 12th APRIL, 2024**

P.C.

We have heard learned Counsel for the parties.

2 This Petition is filed under Article 226 of the Constitution of India, has prayed for the following reliefs:-

“(b) this Hon’ble Court may be pleased to issue writ of mandamus or any other appropriate writ, order in the nature of writ of mandamus and thereby directing the Respondent No.5 to extend the period of performance bank guarantee no. 000151G100000015 dated 11.08.2010 (Exhibit – “D” colly) in accordance with provisions of the Sugar Control Order, 1966.”

3 In so far as the prayer (b) as made in the Petition is concerned, it is not possible for this Court to grant any reliefs to direct Respondent No.5-Indian Bank to renew the bank guarantee.

4 However, learned Counsel for the Petitioner submits that non-renewal of the bank guarantee will lead to consequences in regard to the IEM (Industrial Entrepreneur Memorandum) as issued by Respondent Nos. 1 & 2.

5 After hearing learned Counsel for the Petitioner, it appears that there are some issues as to why Respondent No.5-Indian Bank is not furnishing the bank guarantee to the Petitioner, although an amount of Rs.1 Crore of the Petitioner is lying in the said bank. In this regard, the Petitioner is required to consider alternative measures. We, accordingly, permit the Petitioner to take such appropriate steps to furnish a renewed bank guarantee as per the requirements of the Sugar Control Order, 1966.

6 However, so that the Petitioner does not suffer for not renewing the bank guarantee, we direct that Respondent Nos. 1 to 4 shall not take any coercive steps up to 30th April, 2024 against the Petitioner on the ground that the Petitioner has not renewed the bank guarantee.

7 All contentions of the parties in this regard are expressly kept open.

8 We have passed this order, without going into the merits and contentions of the parties, on the limited issues as noted by us herein above. None of the observations as made herein above shall be considered as observations on the merits of the matter.

9 Needless to observe that there shall not be any further extension to the Petitioner to obtain bank guarantee beyond 30th April, 2024.

(FIRDOSH P. POONIWALLA, J.)

(G. S. KULKARNI, J.)