

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
INTERIM APPLICATION (L) NO. 27752 OF 2024
IN
WRIT PETITION NO.898 OF 2016

M/s. A2Z Infra Management and Service Ltd. ...Applicant/
(Now known as A2Z Infraservices Ltd.) Petitioner
Versus
Maharashtra Suraksha Rakshak Aghadi & Anr. ...Respondents

WITH
CIVIL APPELLATE JURISDICTION

CONTEMPT PETITION NO.426 OF 2024

Maharashtra Suraksha Rakshak Aghadi ...Petitioner
Versus
A2Z Infraservices Ltd. (Earlier known as M/s
A2Z Infra Management & Services Ltd.) & Anr. ...Respondents

Mr. Ravish Mishra, Advocate, for the Petitioner in WP/898/2016,
for the Applicant in IAL/27752/2024 and for the Respondent
Nos.1 and 2 in CP/426/2024.

Mr. Rahil Fazalbhoy, i/b. Mr. Manmohan A. Amonkar, Advocates,
for the Respondent No.1 in WP/898/2016.

Mr. Rahil Fazalbhoy, Advocate, for the Petitioner in CP/426/2024.

CORAM: MADHAV J. JAMDAR, J.
DATED : 10th OCTOBER 2024

P. C.:

1. This matter is moved at the instance of the Applicant/
Petitioner by filing a praecipe dated 9th October 2024. The prayer

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in the said praecipe is to specify any particular period (preferably 18 months) to furnish the bank guarantee with a direction that the bank guarantee shall be renewed every 18 months till the final disposal of the Writ Petition.

2. It is the contention of Mr. Ravish Mishra, learned Counsel appearing for the Applicant/Petitioner that the Applicant/Petitioner is proposing to furnish the bank guarantee of State Bank of India. However, the State Bank of India has informed the Applicant/Petitioner that the bank guarantee cannot be furnished for unlimited period i.e. till the final disposal of the Writ Petition and therefore, the praecipe is moved for specifying the period of bank guarantee.

3. This Court by order dated 24th September 2024 directed that the bank guarantee of Rs.1,43,91,000/- be furnished within a period of three weeks in terms of the order dated 29th July 2016 passed by a learned Single Judge in Writ Petition No.898 of 2016. The relevant portion of the said order dated 29th July 2016 is as follows:

“4. Interim relief in terms of prayer clause (b), subject to the Petitioner furnishing an appropriate bank guarantee acceptable to the office of the Prothonotary and Senior Master of this Court for the amount of back wages upto date, in accordance with the impugned order.”

4. Thus, it is the submission of Mr. Ravish Mishra, learned Counsel appearing for the Applicant/Petitioner that as the time limit is not provided, the Registry of this Court is insisting that the bank guarantee should be until the disposal of the Writ Petition. However, he states that the State Bank of India has refused to issue such type of bank guarantee.

5. In view of above situation, Mr. Rahil Fazalbhoy, learned Counsel appearing for the Respondents has no objection for furnishing bank guarantee for the particular period with direction that the bank guarantee shall be renewed before the expiry of the said period till final disposal of the Writ Petition.

6. Accordingly, order dated 24th September 2024 passed by this Court in Interim Application (L) No.27752 of 2024 as well as order dated 29th July 2016 passed by a learned Single Judge in Writ Petition No.898 of 2016 is modified to the extent of directing that

the Applicant/Petitioner is permitted to furnish the bank guarantee of Rs.1,43,91,000/- for a period of 18 months. However, the Applicant/Petitioner shall renew the said bank guarantee before the expiry of 17 months of each period of bank guarantee.

7. Mr. Ravish Mishra, learned Counsel appearing for the Applicant/Petitioner on instructions of the Applicant/Petitioner states that the said bank guarantee will be furnished every time for 18 months and said bank guarantee will be renewed before the expiry of 17 months of each of the bank guarantee till the disposal of the Writ Petition. The said statement made by Mr. Ravish Mishra, learned Counsel appearing for the Applicant/Petitioner on instructions of the Applicant/Petitioner, is accepted as undertaking given to this Court.

8. At the request of Mr. Ravish Mishra, learned Counsel appearing for the Applicant/Petitioner, time granted by order dated 24th September 2024 for furnishing bank guarantee is extended for a period of two weeks from today.

9. Accordingly, the praecipe dated 9th October 2024 filed by Mr. Ravish Mishra, learned Counsel appearing for the Applicant/Petitioner is disposed of in above terms.

[MADHAV J. JAMDAR, J.]