

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

WRIT PETITION NO.898 OF 2016

M/s. A2Z Infra Management and Service Ltd. ...Petitioner
(Now known as A2Z Infraserivices Ltd.)

Versus

Maharashtra Suraksha Rakshak Aghadi & Anr. ...Respondents

WITH

INTERIM APPLICATION (L) NO.27752 OF 2024

M/s. A2Z Infra Management and Service Ltd. ...Applicant
(Now known as A2Z Infraserivices Ltd.)

Versus

Maharashtra Suraksha Rakshak Aghadi & Anr. ...Respondents

WITH

CIVIL APPELLATE JURISDICTION

CONTEMPT PETITION NO.426 OF 2024

Maharashtra Suraksha Rakshak Aghadi ...Petitioner

Versus

A2Z Infraserivices 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 IA/27752/2024 and for the Respondent Nos. 1
and 2 in CP/426/2024.

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

Ms. Jane Cox i/b. Rahil Fazalbhoy, Advocates, for the Petitioner in
CP/426/2024.

CORAM: MADHAV J. JAMDAR, J.
DATED : 24th SEPTEMBER 2024

P. C.:

1. The Applicant has sought the following relief in the Interim Application (L) No.27752 of 2024:

“(a) This Hon’ble Court be pleased to extend time for compliance of the order dated 29th July, 2016 passed by this Hon’ble and grant Applicant 6 weeks time to furnish Bank Guarantee in accordance with Chart at Paragraph No.17 of this Interim Application.”

2. Paragraph No.17 which is referred in prayer clause (a) of the Interim Application (L) No.27752 of 2024 reads as under:

“17. Applicant states that Respondent No.1 and its workers are not entitled to the amount as they have terminated by their employer Respondent No.2 and willfully choose to refrain to continue their employment at Mahindra Towers. Applicant is well aware that order dated 29th July, 2016 was left to be complied for reasons as mentioned in this Interim Application which was un-intentional. In order to show their bonafide before this Hon’ble Court, Applicant ready and willing to deposit Interest 8% from the period 1.08.2016 till 30.08.2024 which is as follows:-

Date of Order	Interest upto 30-8-2024	No of Years	Total No of Employee	Per Month Amount as per award	Total amount towards Interest	Total Amount to be furnished towards Bank Guarantee

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29-7-2016	8%p.a.	8 years i.e. 96 months	15	5000	56,16,000/-	1,43,91,000/-
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3. Ms. Cox, learned Counsel appearing for the Petitioner in Contempt Petition disputes the said amount. However, without prejudice to the rights and contentions of both the parties, the Applicant is permitted to furnish the bank guarantee of Rs.1,43,91,000/-.

4. Although, the prayer is sought to furnish the said bank guarantee within a period of six weeks, however, it is required to be noted that the Applicant has not complied with the order dated 29th July 2016 directing furnishing bank guarantee for last about eight years. Accordingly, the Applicant is granted two weeks time to furnish the said bank guarantee. At this stage, Mr. Mishra, learned Counsel appearing for the Applicant seeks additional one week time to furnish the bank guarantee. Accordingly, the bank guarantee of Rs.1,43,91,000/- be furnished within a period of three weeks from today in terms of order dated 29th July 2016 passed by a learned Single Judge in Writ Petition No.898 of 2016.

5. The Interim Application and Writ Petition are adjourned to 18th November 2024.

[MADHAV J. JAMDAR, J.]