

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.2611 OF 2021

Fabricship Pvt. Ltd. ...Petitioner

Versus

Union of India & Ors. ...Respondents

WITH
INTERIM APPLICATION NO.10912 OF 2024
IN
WRIT PETITION NO.2611 OF 2021

Fabricship Pvt. Ltd. ...Applicant/Petitioner

Versus

Union of India & Ors. ...Respondents

WITH
WRIT PETITION NO.5900 OF 2021

Fabricship Pvt. Ltd. ...Petitioner

Versus

Union of India & Ors. ...Respondents

WITH
INTERIM APPLICATION NO.10910 OF 2024
IN
WRIT PETITION NO.5900 OF 2021

Fabricship Pvt. Ltd. ...Applicant/Petitioner

Versus

Union of India & Ors. ...Respondents

WITH
WRIT PETITION NO.5899 OF 2021

Fabricship Pvt. Ltd. ...Petitioner

Versus

Union of India & Ors.

...Respondents

WITH
INTERIM APPLICATION NO.10911 OF 2024
IN
WRIT PETITION NO.5899 OF 2021

Fabricship Pvt. Ltd.

...Applicant/Petitioner

Versus

Union of India & Ors.

...Respondents

Mr. Rahul Sarda a/w. Mr. Akshay Pawar for Petitioner.

Mr. D. P. Singh a/w. Mr. Anjani Kumar Singh for Respondent Nos.1 and 4.

Ms. S. D. Vyas, Addl. G. P a/w. Mr. M. M. Pabale, AGP for Respondent Nos.2 and 3.

Mr. Sharad Patel, Chartered Accountant present.

CORAM : K. R. SHRIRAM,
JITENDRA JAIN, J.J.

DATED : 26th JULY 2024

P.C.

1. Despite our direction on 21st June 2024, by which in paragraph 19(d), Petitioner was directed to donate Rs.15,00,000/- to PM Cares Fund, Mr. Sarda states that it has not been complied with.

2. Mr. Sarda states that Petitioner has paid the cost of Rs.25,000/- imposed in each of the petition and undertakes to file an affidavit of compliance.

3. Ms. Vyas informs the Court that expired Bank Guarantees have been returned to Petitioner. Mr. Sarda on instructions from Mr. Patel, C.A. states that the Bank Guarantees have not been returned. If what Mr. Sarda states is correct then the department need not return the Bank Guarantee. If the Bank Guarantee has been returned as stated by Ms. Vyas, the Bank Guarantee shall be returned to Respondents by 4:30 p.m. on 29th July 2024.

4. There is an Interim Application taken out, after we passed the order dated 21st June 2024 allowing the petition. Having considered the reliefs sought, in our view, such an Interim Application is not maintainable. Therefore, Interim Application dismissed.

5. That would leave the amount of (Rs.5,00,000/- X 3) that this Court had directed in paragraph 19(d) of our order dated 21st June 2024, to be paid as donation to PM Care Fund. Mr. Sarda on instructions from Mr. Patel, C.A. who is present in the Court and on instructions from Pradeep Kalji Khambhadiya, Director, who is not present in the Court (with whom he has discussed over telephone) states that the amount shall be paid on or before 2nd August 2024. Statement accepted as undertaking on behalf of not only Petitioner but also on behalf of the three Directors namely; Pratik Lalji Khambhadiya, Ketanbhai Vashrambhai Khambhadiya and Dineshbhai Ghanshyambhai

Khambhadiya, whose addresses are as under:-

- “1. Pratik Lalji Khambadiya, Director,
Address: 5, Radhunandan Society, Near Kanteshwar
Mahadev Mandir, Katargram, Surat City, Gujarat-395004.*
- 2. Ketanbhai Vashrambhai Khambhadiya,
Address: 5, Radhunandan Society, Near Kanteshwar
Mahadev Mandir, Katargram, Surat City, Gujarat-395004.*
- 3. Dineshbhai Ghanshyambhai Khambhadiya,
Address: 5, Radhunandan Society, Near Kanteshwar
Mahadev Mandir, Katargram, Surat City, Gujarat-
395004.”*

Mr. Sarda states on instructions from Mr. Sharad Patel, C.A.
that these are the only three Directors of Petitioner. Statement
accepted.

6. Stand over to 2nd August 2024.

[JITENDRA JAIN, J.]

[K. R. SHRIRAM, J.]