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IN THE HIGH COURT OF DELHI AT NEW DELHI

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O.M.P. (COMM) 291/2022

CARGILL INDIA PRIVATE LIMITED

.....Petitioner

Through: Ms. Natasha Maheshwari, Adv.

versus

ION EXCHANGE INDIA LIMITED

.....Respondent

Through: Mr. Aaditiya Vijay Kumar & Mr. P. Kannan, Adv.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

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09.04.2025

I.A. 9424/2025

1. This is an application filed under Section 151 of the Code of Civil Procedure, 1908, seeking an inquiry into the whereabouts of Bank Guarantee No.796BGG2202495 dated 16.08.2022 of Rs.1,00,00,000/- submitted by the petitioner to the Registrar General of this Court.
2. The bank guarantee was furnished, pursuant to the order 18.07.2022 passed by this Court.
3. In the meantime, the parties arrived at a settlement, because of which, the petition was withdrawn on 13.02.2024 and the bank guarantee was directed to be returned to the petitioner.
4. However, despite repeated efforts of the petitioner, the same was not returned and hence, the present application.
5. I am of the view that in order to prevent the misuse of the said bank guarantee, it is directed that Deutsche Bank, Branch at Hindustan Times House, Kasturba Marg, New Delhi, shall not encash the said bank guarantee till any further order of this Court.



6. In the meanwhile, a Court Notice shall be issued to Deutsche Bank, Branch at Hindustan Times House, Kasturba Marg, New Delhi, to indicate whether the amount of the said bank guarantee is lying deposited with them or not, returnable on 13.05.2025.

JASMEET SINGH, J

APRIL 9, 2025/pk

Click here to check corrigendum, if any