

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD.

33 CIVIL APPLICATION NO.3472 OF 2025
IN FA/1869/2019

Kisan Shamrao Mane

Versus

The State of Maharashtra, Through Collector, Osmanabad And Ors

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Shri. Vivekanand V. Ingale, Advocate for the Applicant

Shri. R. B. Dhaware, AGP for the Respondent / State.

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CORAM : NEERAJ P. DHOTE, J.

Dated : APRIL 21, 2025

PER COURT :-

. This is the Application by the Orig. Claimant, who is the Respondent in the First Appeal, with the following prayer :

“B) The Hon’ble Court may kindly relax the condition of Solvency 10% amount as per the order passed by this Hon’ble Court dated 14.07.2021 in Civil Application No.4994/2021 in the interest of justice.”

2. The learned Advocate for the Applicant submits that this Court by order dated 14.7.2021 passed in Civil Application No.4994 of 2021 in First Appeal No.1869 of 2019 permitted the Applicant to withdraw 60% amount deposited in this Court, out of which 50% amount was permitted to be withdrawn on furnishing usual undertaking and 10% amount was permitted to be withdrawn subject to furnishing Solvent Security / Surety / Bank Guarantee. He submits that, thereafter in the connected Appeals arising out of the same acquisition proceedings and the same common Judgment, this Court by order dated 26.7.2021 in Civil Application No.6129 of 2021 in First Appeal No.1870 of 2019, permitted the Applicant - Claimant therein to withdraw 60% amount

deposited in the Court on furnishing usual undertaking. He submits that, in this view, the Application be allowed.

3. The learned AGP submits that in view of the above undisputed position, appropriate orders be passed.

4. It is clear that the Applicant in this Application and the Applicants in the Civil application No.6129 of 2021 in First Appeal No.1870 of 2019 decided on 26.07.2021 were the Claimants before the learned Reference Court. There is no dispute that both the Appeals are arising out of the same acquisition proceedings and out of the same common Judgment and Award. Hence, there is no legal impediment in modifying the order and permitting the Applicant to furnish usual undertaking to the satisfaction of the learned Registrar (Judicial) of this Court in place of Solvent Security / Surety / Bank Guarantee. With the aforesaid direction and in terms of prayer clause 'B', the Application stands disposed off.

(NEERAJ P. DHOTE, J.)

GGP