

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
INTERIM APPLICATION NO. 7171 OF 2025
IN
FIRST APPEAL NO. 1430 OF 2016

Himanshu Tohitashwa Mittal and Another. ...Applicants.

IN THE MATTER BETWEEN

Himanshu Tohitashwa Mittal and Another. ...Appellants.

Versus

Noopur Jain and Others. ...Respondents.

Mr Jayprakash Dhanuka, *for the Applicants/Appellants.*
Ms Manisha Jain, *i/b Piyush M Shah, for Respondent No. 1(b).*

CORAM: Sharmila U. Deshmukh, J.
DATED: April 16, 2025.

P.C.:

1. Interim Application has been preferred seeking directions to the Registrar, City Civil Court to return original Bank Guarantee no. BG0084IFIBG080001 dated 16.1.2008 renewed from time to time in view of settlement between the parties.

2. By order dated 16th July 2024 passed in First Appeal No. 1430 of 2016, the Appeal came to be disposed of in terms of the Consent Terms. Perusal of clause 5 of the Consent Terms discloses that it was agreed between the parties that the Appellants shall be at liberty to withdraw or release the Bank Guarantee deposited with the Bank of India, Malad (E) Branch.

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3. As there was a specific clause in the Consent Terms, the City Civil Court ought to have acted on the Consent Terms and return the original Bank Guarantee. However, it was refused and specific direction is sought.

4. In view of the disposal of the First Appeal No. 1430 of 2016 in terms of the Consent Terms, which provides for an arrangement between the parties for withdrawal of the Bank Guarantee by the Appellant, the Interim Application stands allowed in terms of prayer clause (a), which reads as under:

“(a) That directing the Registrar City Civil Court to return our original Bank Guarantee no. BG0084IFIBG080001 dated 16.1.2008 renewed from time to time in view of settlement between the aforesaid parties.”

5. All concerned to act on an authenticated copy of this order.

(Sharmila U. Deshmukh, J)