



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH, NAGPUR

WRIT PETITION NO. 3513 OF 2021

(Rajkumar Nandkishor Jaiswal vs. Vijay Kumar Nandkishor Jaiswal and others)

*Office Notes, Office Memorandum of Coram,
appearances, Court's orders of direction,
and the Registrar's orders.*

Court's or Judge's order

Ms.Kirti Satpute, Advocate for the petitioner.
Ms.Radhika Bajaj, Advocate for respondents.

CORAM : ABHAY J. MANTRI, JJ.

DATE : JANUARY 07, 2025

Heard learned Counsel for the parties. Perused the
impugned order and record.

2) The petitioner is challenging an order dated 20/08/2021 passed by the learned District Judge, Chandrapur, below Exh.5 in R.C.A.No.20/2019, thereby directing the petitioner to furnish the security by means of a Bank guarantee to the extent of Rs.4,00,000/-.

3) Learned Counsel for the petitioner submitted that respondents filed suit for declaration, partition, possession and injunction of the suit property. The same was decreed with costs, which the petitioner/original defendant challenged by filling R.C.A.No.20/2019. In the appeal, the petitioner moved an application to stay the effect and operation of the judgment and Decree dated 11/03/2016 passed in R.C.S.No15/2013.

4) She further submitted that imposing the condition of furnishing security by means of a Bank guarantee to the extent of Rs.4,00,000/- is improper as it is not a money Decree, nor did the trial Court impose any monetary liability upon the

petitioner/defendant. The imposition of condition is harsh and onerous. So, she prayed for removal of the said condition. The learned Counsel, on instructions, further undertakes that the petitioner will not create third-party interest until the appeal is disposed of.

5) In response to the same, learned Counsel for the respondent/original plaintiffs has not objected to removing the condition to furnish the Bank guarantee.

6) In view of the undertaking given by the petitioner/original defendant and no objection of the learned counsel for the respondents, it would be proper to modify the impugned order to the extent of direction/condition to furnish the Bank guarantee of Rs.4,00,000/- before the trial Court.

7) Accordingly, the petition stands allowed in terms of prayer clause (i).

8) Inform the concerned Court accordingly.

(ABHAY J. MANTRI, J.)