

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

CIVIL APPLICATION (CAW) NO.1675 OF 2025

IN

WRIT PETITION NO.607 OF 2025 (D)

AGRICULTURE PRODUCE MARKET COMMITTEE, SHEGAON, THR. CHAIRMAN,
GOPALRAO WAMANRAO MIRGE AND ANR.

VS

STATE OF MAHARASHTRA, THR. SECRETARY, COOPERATION AND MARKETING AND
TEXTILE DEPT., MUMBAI AND ANR

*Office Notes, Office Memoranda of Coram,
AGPearances, Court's orders of directions
and Registrar's orders.*

Court's or Judge's order

Mr. Gaurav Gadge, h/f Mr. P.S. Kshirsagar, Advocate for the petitioner/s
Ms M.H. Deshmukh, AGP for the respondent/State
Mr. A.P. Kalmegh, Advocate for the respondent No.2
Mr. Ashok Singh, h/f Mr. S.D. Chande, Advocate for the respondent No.3

CORAM : ANIL S. KILOR AND VRUSHALI V. JOSHI, JJ.

DATE : 05.08.2025

1. Today, the respondent Nos.2 and 3 have filed a joint pursis. In the pursis, it is stated in the paragraph Nos.1 and 2, which are as under:

"1) That the controversy involved in present CAW No.1675/2025 is whether the bank guarantee no.1787925BGoY00078 dated 12/03/2025 (issued by State Bank of India) for the amount of Rs.80,00,000/- (Rs. Eighty Lakhs Only), furnished by Respondent No.3 during pendency of main writ petition was only towards security for the purpose of completion the construction of godown at Shegaon APMC or it was towards security for completion of balance construction work of godown at Mauda and Khamgaon.

2) That the respondent No.2 and Respondent No.3 have due deliberations and discussion over the aforesaid issue and decided to resolve the same amicably and mutually on the following terms & conditions;

- i) That the Respondent No.3 shall extend/renew the bank guarantee no.1787925BG0Y00078 dated 12/03/2025 (issued by State Bank of India) for the amount of Rs.80,00,000/- (Rs. Eighty Lakhs Only), furnish during pendency of main writ petition as security towards completion of balance work at Mauda & Khamgaon within period of two weeks from today.*
- ii) That in addition to aforesaid bank guarantee, Respondent No.3 shall furnish additional/separate bank guarantee of Rs.12,00,000/ (Rs. Twelve Lakh Only) as security towards completion of balance work at Mauda & Khamgaon within period of two weeks from today.*
- iii) That the Respondent No.3 hereby undertakes that they shall complete balance work of Khamgaon on or before 31/08/2025 & Mauda on or before 30/10/2025.*
- iv) That in the event the Respondent No.3 fails to comply with condition no. iii as above, the respondent no.2 shall be entitled to encash both the aforesaid bank guarantees.*
- The Civil Application No.1675/2025 may be disposed of in terms of the amicable and mutual settlement between the parties, as aforesaid.”*

2. In view of the above referred undertaking given by the respondent Nos.2 and 3, the paragraph 3 of the order dated 28.07.2025, is hereby modified.
3. The respondent Nos.2 and 3 are directed to furnish bank guarantee as undertaken in the joint pursis.
4. In that view of the matter Civil Application is disposed of.

(VRUSHALI V. JOSHI, J.)

(ANIL S. KILOR, J.)