



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

WRIT PETITION NO. 1945 OF 2025

(M/s Hind Maha Mineral LLP, Bilaspur, Chhattisgarh, Thr, its Authorised signatory, Shri Ashish Agrawal S/o Shri Vijay Kumar Agrawal

Vs.

M/s Maharashtra State Mining Corporation Limited, Thr. its Managing Director, Nagpur & Ors.)

Office Notes, Office Memoranda of Coram, Appearances, Court's orders or directions and Registrar's orders	Court's or Judge's orders
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Mr. Vikram Nankani, Advocate a/w Mr. Karan Bharihoke, Mr. Ankit Singhal & Mr. Akshaya Sudame, Advocates for the Petitioner.
Mr. Shashank Manohar, Advocate a/w Mr. Adwait Manohar & Mr. Rommill Jain, Advocates for the Respondent Nos. 1 to 3.
Mr. Devendra V. Chauhan, Senior Advocate a/b Mr. Chaitanya Dhruv & Mr. Aditya Chaudhari, Advocates for the Respondent No.5.
Mr. A.M. Kadukar, AGP for the Respondent No.6/State.

**CORAM: AVINASH G. GHAROTE AND
ABHAY J. MANTRI, JJ.**

DATED : 21st APRIL, 2025

1. Heard extensively.
2. At the end of the argument a query was put to Mr. Manohar, learned Counsel appearing for the Respondent Nos.1 to 3, whether the issue of encashment of Bank Guarantees as indicated in para 6 of the communication dated 05.01.2024 (page 257) bearing No.MSMC/HMMLLP/2024/50 would be restricted to the encashment of Bank Guarantees submitted by the Respondent No.5 in respect of WCL areas, as it is the apprehension of the

Petitioner and the basic reason for filing the present Petition, that the language used therein permits the Respondent No.1 to even encash the Bank Guarantees of the Petitioner, in response to which, Mr. Manohar, learned Counsel, upon instructions of Respondent No.3/Mr. Vivek Kollipara, General Manager (Finance) of the Respondent No.1, who is present in the Court, makes a statement, that the encashment of the Bank Guarantees, insofar as the supply of washed coal in the WCL areas is concerned, since the payment for the washed coal is being made to the Respondent No.5, the same shall be restricted in case of default by the Respondent No.5 to the guarantees given by the Respondent No.5 alone, in respect of the liabilities of the Respondent No.5 *vis-a-vis* the WCL area.

3. The aforesaid statement, which statement is accepted as a statement to the Court in the submission of Mr. Nankani, learned Counsel for the Petitioner, takes care of the grievance of the Petitioner, in view of which, the Petition is **disposed** off in terms of the aforesaid statement.

4. Pending application/s, if any, shall stand disposed of accordingly.

(ABHAY J. MANTRI, J.)

(AVINASH G. GHAROTE, J.)