



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

Agriculture Produce Market Committee Shegaon and anr.

-Vs-

The State of Maharashtra and ors.

Office notes, Office Memoranda of
Coram, appearances, Court's orders
or directions and Registrar's orders.

Court's or Judge's Orders.

Mr.PS.Kshirsagar, counsel for the petitioners.
Mr.Ankush Kalmegh, counsel for respondent No.2.
Mr.Ashok Singh, counsel h/f Mr.S.D.Chande, counsel for respondent No.3.
Mr.H.D.Marathe, AGP for respondent-State.

**CORAM : ANIL S. KILOR &
MRS.VRUSHALI V. JOSHI, JJ.**

DATE : 28th JULY,2025

1. The learned counsel appearing for the respondent No.2 seeks time to file additional affidavit on record however, in the meantime, the learned counsel appearing for respondent No.3 points out that his client has received a communication from the Bank that they are instructed by the respondent No.2 for encashment of the bank guarantee. It is argued that the project for which i.e. Shegaon project, the bank guarantee was furnished, the same is completed and completion certificate is filed along with the application moved by the respondent No.3.

2. He, therefore, submits that purpose of furnishing such bank guarantee is now over and the respondent No.2 cannot ask the bank for encashment of

the bank guarantee. The affidavit and the other documents, *prima faice* show that the bank guarantee was furnished in respect of one work i.e. Shegaon Project. Still we want to give an opportunity to the respondents, as it is case of the respondents that the said bank guarantee was in respect of all the five projects and not restricted to Shegaon project.

3. Accordingly, place this matter on 05.08.2025. In the meantime, the State Bank of India is directed not to encash the bank guarantee bearing No.1787925BGOY00078 amounting to Rs.80,00,000/-, which covers from 12/03/2025 to 31/07/2025 and at the same time not to return the same to respondent No.3.

Civil Application No.1396 of 2025.

4. The amount mentioned in the order dated 29.04.2025 in clause (c) of the paragraph No.7 shall be corrected as Rupees Three Lakhs in place of Two Lakhs.

5. Correction be carried out accordingly and corrected order be uploaded.

6. Civil application stands disposed of.

(VRUSHALI V. JOSHI, J) (ANIL S.KILOR,J)