

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

FIRST APPEAL NO. 1766 OF 2008

The State of Maharashtra ...Appellant
Versus
Neguib Yahyabhiy Kachwalla ...Respondent

Mr. A.R. Patil, Addl. G.P for Appellant – State.
Mr. Ruchir L. Tolat i/b. M/s. L.C. Tolat & Co. Advocate for the Respondent.

CORAM : R. I. CHAGLA AND
ADVAIT M. SETHNA, JJ.

DATED : 5 MAY, 2026

P.C.:-

1. Heard learned counsel for the parties.
2. This matter has been moved by way of praecipe on behalf of the Respondent for seeking modification in the operative part of the judgment dated 17 April 2026 as under:

“The Appellant had in pursuant to order dated 2nd June 2007 passed by District Court Pune in Land Reference No. 148/2002 deposited the amount of compensation of Rs.14,32,20,723/-. (Rupees Fourteen Crores Thirty-Two Lakhs Twenty-Thousand Seven Hundred Twenty-Three only). The Respondent was permitted to withdraw the amount of Rs.14,32,20,723/-. (Rupees Fourteen Crores Thirty-Two Lakhs Twenty Thousand Seven Hundred Twenty-Three only) by furnishing Bank Guarantee by way of Fixed Deposit Receipts of the sum of Rs.72,88,300/- (Rupees Five Crores Seventy-Two Lakhs Eighty-Eight Thousand Three Hundred only) under Cumulative Deposit Scheme having term period of 10 years or till the disposal of the First Appeal. In view of the First Appeal being dismissed the Respondent is entitled to the entire amount deposited by the Appellant and therefore the Bank of Maharashtra Agri Hi Tech Branch Pune – 411 030 (*sic*) is hereby directed to handover

the Bank Guarantee given by the Respondent by way of Fixed Deposit Receipts of Rs.5,72,88,300/- (Rupees Five Crores Seventy-Two Lakhs Eighty-Eight Thousand Three Hundred only) with accrued interest till date to the Respondent within a period of two weeks from today.”

3. The learned counsel for the Respondent now states that the Bank guarantee was furnished to the extent of Rs.5,72,88,300/- vide Bank of Maharashtra Agri Hi Tech Branch, Pune as against the withdrawal by the Respondent of the entire amount deposited with the trial Court along with accrued interest.

4. In view thereof, Mr. Tolat would submit that the Respondent may be permitted to discharge the Bank guarantee of Rs.5,72,88,300/- along with accrued interest till date.

5. In view of our judgment, we permit the Bank guarantee to be discharged by giving necessary directions to the said Bank of Maharashtra as also to remit the proceeds along with applicable interest to the Respondents within a period of four weeks from the date of uploading of this order.

6. This order shall be read along with Judgment dated 17 April 2026.

[ADVAIT M. SETHNA, J.]

[R.I. CHAGLA, J.]