

IN THE SUPREME COURT OF INDIA

CIVIL APPELLATE JURISDICTION

IA NO.5 OF 2011

IN

CIVIL APPEAL NO. 4227 OF 2011

M/S ABHIYAAN LOGISTICS

Appellant (s)

VERSUS

VODAFONE ESSAR SPACETEL LTD.

Respondent(s)

O R D E R

Although, in the list I.A.5 of 2011, has been shown today as listed for hearing, it is really I.A.No.6 of 2011, which Dr. Singhvi, learned senior counsel, submits, is required to be taken up for passing of certain directions. Learned counsel for the appellant has no objection to I.A.6 being taken up for consideration, though it is not on board today. Accordingly, treating the said I.A.as on day's list, we have taken up the same for consideration.

2. It may be noted that the dispute between the parties involves warehousing of certain goods belonging to the respondent with the appellant at the appellant's godowns at Raipur and Bhopal. Accordingly, by our order dated 10th August, 2011, we had appointed one Mr.

J.S. Parmar, learned advocate, as Commissioner in whose

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presence the goods lying in the two warehouses at Bhopal and Raipur, were to be released by the appellant in favour of the respondent.

3. In this application, the respondent has prayed for the following directions:-

"(a) Direct the Ld. ADJ

to forthwith accept the Bank Guarantee bearing No. ININIMB11G219929, in compliance with the Orders of this Hon'ble Court dated 10.05.2011 and 10.08.2011 upon the Applicant furnishing an undertaking to renew the same from time to time, as directed by the arbitral tribunal;

(b) Direct the Court Commissioner appointed vide Order dated 10.08.2011 of this Hon'ble Court, to file a status report specifically on the status of the goods stored at the warehouses in Bhopal and Raipur, by inter alia, recording the storage facilities at the warehouse, as also the condition of the goods handed over to the Respondent/ Applicant."

4. Having heard learned counsel for the parties, we are inclined to allow the application. Accordingly, we direct that as far as the Bank Guarantee provided by the respondent is concerned, the same be made for a period of one year and, thereafter, it is to be kept renewed till the final disposal of the matter. Such renewal must be made at least 15 days before the expiry date of the guarantee.

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5. We also direct that while releasing the goods, the Commissioner shall make a report on the condition of the goods being released on sight, without going into a detailed examination of the same and the status of the said goods may also be included in the report to be submitted by him.

6. I.A.6 is disposed of, accordingly.

7. The time for completing the release of the goods is extended by a period of eight weeks from today.

8. Although, it does not appear to us to be relevant, it may be recorded that on behalf of the appellant it has been indicated that the goods in

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8. Although, it does not appear to us to be relevant, it may be recorded that on behalf of the appellant it has been indicated that the goods in question which have been handed over till now, have not been damaged.

(Sheetal Dhingra)
COURT MASTER

(Juginder Kaur)
Assistant Registrar

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[Signed order is placed on the file]