

SUPR EME COUR T OF I N D I A
RECORD OF PROCEEDINGS

Petition(s) for Special Leave to Appeal (Civil) No(s).31256/2008

(From the judgement and order dated 22/10/2008 in WP No. 1270/2008 of
The HIGH COURT OF BOMBAY)

BHARTI AIRTEL LTD.& ANR.

Petitioner(s)

VERSUS

NAVI MUMBAI MUNICIPAL CORP.& ORS.

Respondent(s)

(With prayer for interim relief and office report)

Date: 31/07/2009 This Petition was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE R.V. RAVEENDRAN
HON'BLE MR. JUSTICE G.S. SINGHVI

For Petitioner(s) Mr. Mukul Rohtagi, Sr.Adv.
 Mr. Sameer P.Parekh, Adv.
 Mr. E.R. Kumar, Adv.
 Ms. Ranjeeta Rohatgi, Adv.
 Mr. Rajat J. Nair, Adv.
 M/S. Parekh & Co.,Adv.
 for

For Respondent(s) Mr. Vinay Navare, Adv.
 Ms. Abha R. Sharma,Adv.

UPON hearing counsel the Court made the following
ORDER

Heard. Leave granted.

The appeal is allowed in terms of the signed order.

(Pawan Kumar)
Court Master

(M.S. Negi)
Court Master

(signed order is place on the file)
IN THE SUPREME COURT OF INDIA

CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NO.5000 OF 2009
(Arising out of SLP (C) No. 31256 of 2008)

Bharti Airtel Ltd. & Anr.

..... Appellants

Vs.

Navi Mumbai Municipal Corporation & Ors.

..... Respondents

ORDER

Heard. Leave granted.

2. In a writ petition filed by the appellants before the Bombay High Court, an interim order was passed on 15.7.2008 subject to the condition that the appellants shall furnish a Bank Guarantee for Rs.20 lakhs within four weeks. The Bank Guarantee was not furnished within four weeks and an application was moved seeking extension of time to furnish the Bank Guarantee. The appellant also obtained a Bank Guarantee dated 7.10.2008. A Division Bench of the High Court made the impugned order dated 22.10.2008 holding that as there was no order of stay on the expiry of four weeks on account of non-furnishing of the Bank Guarantee, the question of extending an order which was not in force, did not arise.

3. That order is challenged. It is contended that though the Bank Guarantee could not be furnished in time due to unavoidable reasons, but it was made ready and an application was moved and sufficient cause was shown for condoning the delay. On 9.1.2009, while issuing notice, this Court directed maintenance of status quo.

4. We are of the view that the High Court did not consider the application for extension of time in the correct perspective. The application filed by appellants was for extension of time for furnishing the Bank Guarantee as is evident from the first sentence of the order of the High Court. Instead of considering whether the non-furnishing was due to bona fide reasons and then considering whether the lapsed stay should be renewed and continued, the High Court dismissed the application for extension merely on the ground that the order of stay was no longer in force, which was not proper. It is because the order of stay lapsed on account of non-furnishing of the Guarantee, the appellants had approached the court for extension of time for producing the Bank Guarantee.

5. We are of the view that on the facts and circumstances, the High Court ought to have extended the time for furnishing the

Bank Guarantee and accepted the Bank Guarantee. We

accordingly allow this appeal and extend the

time for furnishing of Bank Guarantee by two weeks from today.

If the Bank Guarantee is so furnished, we request the High Court

to consider the question of extending the interim stay in

accordance with law.

.....J.
(R V Raveendran)

New Delhi;
July 31, 2009.

.....J.
(G. S. Singhavi)