

HIGH COURT OF ANDHRA PRADESH

WRIT PETITION No.1314 of 2012

PROCEEDING SHEET

Sl. No.	Date	ORDER	OFFICE NOTE
15.	25.02.2026	<p><u>RC, J</u></p> <p style="text-align: center;"><u>I.A.No.3 of 2025</u></p> <p>For the reasons stated in the accompanying affidavit, filing of the certified copy of the order dated 01.04.2024 passed in W.P.No.1314 of 2012 is dispensed with for the time being.</p> <p style="text-align: right;">_____ RC, J</p> <p style="text-align: center;"><u>I.A.No.1 of 2025</u></p> <p>For the reasons stated in the accompanying affidavit and as no objection has been raised by the other side, this application is ordered condoning the delay of 422 days.</p> <p style="text-align: right;">_____ RC, J</p> <p style="text-align: center;"><u>I.A.No.2 of 2025</u></p> <p>For the reasons stated in the accompanying affidavit, this application is ordered on the condition that the petitioner shall pay costs of Rs.10,000/- (Rupees Ten Thousand Only) to the High Court A.P Legal Services Committee, within a period of two (02) weeks from today.</p> <p style="text-align: right;">_____ RC, J</p>	

W.P.No.1314 of 2012

By virtue of contract entered into between the petitioner and the 3rd respondent, the petitioner, as a condition precedent, furnished a bank guarantee to a tune of Rs.2,14,69,400/-.

As some disputes arose in the contract, the 3rd respondent/Executive Engineer invoked the bank guarantee. Accordingly, the 5th respondent-Bank prepared demand drafts in order to give them to the 3rd respondent.

At that juncture, this Court passed an order dated 10.10.2025 restraining such disbursement.

The learned counsel for the Bank contended that by virtue of directions of this Court vide order dated 10.10.2025, the 5th respondent-Bank did not disburse the demand drafts to the 3rd respondent.

In the meantime, the matter came to be dismissed for non prosecution and now an interlocutory application has been filed to restore the same.

It is brought to the notice of this Court by the learned counsel for the petitioner that while furnishing the bank guarantee, the petitioner had given properties as security belonging to him and the said securities are still in force.

It is also brought to the notice of this Court that demand drafts would be valid only for three

months and later the same would lapse.

Now, this Court restored the writ petition on file. To meet the ends of justice and strike a balance between the claims of the petitioner and the 3rd respondent, pending writ petition, this Court is inclined to pass the following order:-

“The 5th respondent-Bank is directed to cancel the demand drafts and keep the amount to a tune of Rs.2,14,69,400/- in the petitioner’s account. Further, the 5th respondent-Bank is directed not to permit the petitioner to withdraw the amount to a tune of Rs.2,14,69,400/- from his bank account, pending disposal of the writ petition.”

Post on 11.03.2026.

RAVI CHEEMALAPATI, J

JLV