

(2002) 01 BOM CK 0005
In the Bombay High Court
Case No : Writ Petition No. 2625 of 1988

Videocon International Limited

APPELLANT

Vs

Union of India (UOI)

RESPONDENT

Date of Decision : 16-01-2002

Acts Referred:

Citation : (2005) 182 ELT 317

Hon'ble Judges : V.C. Daga, J; J.P. Devadhar, J

Bench : Division Bench

Advocate : K.J. Presswalal, instructed by Mulla and Mulla and Craigie Blunt and Caroe, for the Appellant; R. Asokan, instructed by H.D. Rathod, for the Respondent

Judgement

1. Heard parties.
2. Since the petitioners were not allowed to export the goods, they were compelled to invoke writ jurisdiction of this Court by filing this petition. At the time of granting Rule, interim relief was also granted in favour of the petitioners. The petitioners were allowed to export goods by furnishing bank guarantee to the extent of duty payable on the export the goods within 36 hours of furnishing the bank guarantee. The petitioners were further Ordered to keep the bank guarantee alive till the disposal of this petition and six months thereafter. The respondents and their officers were also granted liberty to adjudicate upon the transaction, if necessary, to initiate action against the petitioners or M/s. Dhoot Trading Co. for contravention of law, if any.
3. This petition was filed in this Court in the year 1988. In spite of lapse of more than 12 years, no attempt was made by the respondents to file return and/or affidavit in reply.
4. At this juncture it would not be out of place to mention that this matter was adjourned twice i.e. on 7th December, 2001 and 10th January, 2002 to enable the respondents to file their affidavit in reply or to take instructions in the matter

so that the matter can be heard and disposed of finally. However, in spite of grant of sufficient time, the learned Counsel appearing for the respondents has expressed helplessness to file affidavit-in-reply for want of necessary instructions. In this view of the matter and faced with the above situation, we were called upon to adjudicate and decide this petition. The parties were heard.

5. The petitioners under the interim Order dated 25th August 1988 were permitted to export the goods on furnishing bank guarantee for the full duty payable on the consignment- In view of the interim Order, the petitioners have already exported their goods. Now, what remains is the adjudication of the duty and satisfaction thereof. The respondents in spite of grant of liberty to proceed with the adjudication of duty failed to adjudicate upon the same. The respondents failed in their duty to protect the interest of revenue. However, considering the involvement of public revenue, we direct the respondents to adjudicate upon the question of payment of duty on the consignment exported by the petitioners as expeditiously as possible, at any rate, within four months from the date of receipt of writ of this Order from this Court. The petitioners are directed to keep the bank guarantee renewed till the adjudication is completed and six months thereafter. All the contentions of the parties including that of the petitioners are kept open.

6. The petition stands disposed of in terms of above Order with no Order as to costs.