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fraud - Fraud has to be an established fraud - In the absence of established fraud and not a mere allegation of fraud and that also having been made only in the [injunction](#) application, the court could not, in the present case, have granted an injunction relating to the encashment of the bank guarantees - Injunction - Interlocutory injunction. . Held, Coming to the allegation of fraud, it is an admitted fact that in the plaint itself, there was no such allegation. It was initially only in the first application for the grant of injunction that in a paragraph it has been mentioned that the appellant herein had invoked the bank [guarantee](#) arbitrarily. This application contains no facts or particulars in support of the allegation of fraud. A similar bald averment alleging fraud is also contained in the second application for injunction relating to [bank guarantee](#) No. 40/47. This is not a case where Defendant 1 had at any time alleged fraud prior to the [filing](#) of injunction application. The main [contract](#), pursuant to which the bank guarantees were issued, was not sought to be avoided by alleging fraud, nor was it at any point of time alleged that the bank guarantee was issued because any fraud had been played by the appellant. We have no manner of doubt that the bald assertion of fraud had been made solely with a view to obtain an order of injunction.

[1997 PLRonline 0008](#)

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