

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

**REVIEW PETITION (STM) NO. 3254 OF 2015
IN
WRIT PETITION NO. 10783 OF 2014**

Suhas Baburao Pokarkar and anr. ... Petitioners
vs.

Ashok Bomayarai & ors. ... Respondents

Mr. Kishor S. Patil, Advocate for the petitioners.
Mr. Dharma Raj i/by PRS Legal, Advocate for respondent no.1.
Mr. Avinash R. Belge, Advocate for respondent nos.19 and 20.

Coram : Smt. R. P. SondurBaldota, J.
Date : 27th February, 2017

P.C. :

By consent the petition is taken on board for hearing. Respondent no.1 to the review petition had filed Writ Petition No. 10783 of 2014 seeking certain reliefs as regards the election to the office bearers of Oriental Bank of Commerce Employees Union. On 9th December, 2014 the parties tendered consent terms. The same were marked 'X' for identification and the writ petition was disposed off in terms of the consent terms. The present petition for review is not in respect of any order passed by the Court but in respect of one of the clauses in the consent terms i.e. the term at Clause 5 of the consent terms. That clause provides that in the event the present petitioners failed to fetch more than 25% of total numbers of the votes, that would be cast during the election, they shall pay the costs

incurred for holding the election. Mr. Patil, the learned advocate for the petitioners submits that the review petitioners had not agreed for any such term. There is no dispute that the consent terms are signed by the review petitioners. Therefore, they cannot be permitted to resile therefrom after taking advantage of the same for holding re-election. In any case, there cannot be judicial review of the terms agreed upon between the parties for the purpose of settling the dispute, the consent terms being in the nature of an agreement between the parties. Hence, the review petition is dismissed.

[Smt. R. P. SondurBaldota, J.]